



SR Homes, LLC
6601 W. Deschutes Ave.
Kennewick, WA 99336

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS**

**GRANTOR
HAZELWOOD ESTATES**

**GRANTEE:
THE PUBLIC**

**LEGAL DESCRIPTION:
INCLUSIVE OF LOTS 1 through 3, HAZELWOOD ESTATES # 1
RECORD NOVEMBER 10, 2009, IN VOLUME 15 OF
PLATS PAGE 380, RECORDS OF BENTON COUNTY, WASHINGTON
AND LOTS 1-22 HAZELWOOD ESTATES #2
RECORD MAY 21, 2010, IN VOLUME 15 OF PLATS PAGE 390, RECORDS OF
BENTON COUNTY, WASHINGTON TAX # 1-1898-108-0001-000
ALL**

Exhibit A

LEGAL DESCRIPTION (abbreviated):

PHASE 1

LOT 1, SHORT PLAT NO. 469, ACCORDING TO THE SURVEY THEREOF RECORDED UNDER AUDITOR'S FILE NO. 749799, RECORDS OF BENTON COUNTY, WASHINGTON; TOGETHER WITH THAT PORTION OF THE EAST 441.92 FEET, AS MEASURED ALONG THE SOUTH LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M. RECORDS OF BENTON COUNTY, WASHINGTON, LYING SOUTHERLY OF THE O.W.R. & N. RIGHT OF WAY; EXCEPT THE SOUTH 532.84 FEET THEREOF.

LOT 2, SHORT PLAT NO. 469, ACCORDING TO THE SURVEY THEREOF RECORDED UNDER AUDITOR'S FILE NO. 749799, RECORDS OF BENTON COUNTY, WASHINGTON.

PHASE 2

TRACT A, PLAT OF HAZELWOOD ESTATES PHASE 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 390, RECORDS OF BENTON COUNTY, WASHINGTON.

**DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR HAZELWOOD ESTATES**

This Declaration is made on this 25th day of May, 2010 by SR Homes LLC. hereinafter referred to as "Developers" or "Declarants" of certain land situated in the State of Washington, County of Benton, known as Hazelwood Estates, hereafter referred to as "The Property" and defined and more particularly described as Exhibit A, which is attached hereto and incorporated herein by this reference as fully set forth. All provisions of this Declaration are intended to be, and shall be in all respects, regarded as Covenants, Conditions, Restrictions and Easements running with the land.

DESCRIPTION OF DECLARATION

NOW THEREFORE, the undersigned hereby covenant, agree and declare that all of Hazelwood Estates, as defined herein and the buildings and structures hereafter constructed thereon are and will be held, sold and conveyed subject to and burdened by the following Covenants, Conditions, Restrictions and Easements, all of which are for the purpose of enhancing and protecting the value desirability and attractiveness of Hazelwood Estates for the benefit of the Owners thereof, their heirs, successors, grantees and assigns. All provisions of this Declaration shall be binding upon all parties having or acquiring any right, title or interest in Hazelwood Estates or any portion thereof, and shall inure to the benefit of the Owners thereof.

This declaration further establishes the right and power of the Declarants and/or providers of utilities and irrigation supply, including but not limited to installation, maintenance and operation of electrical, telephone, television, domestic water, sanitary and storm sewers and irrigation systems and to perform certain other activities within Hazelwood Estates.

ARTICLE 1

DEFINITIONS

- Section 1.1 Developers/Declarants shall mean SR Homes LLC and any successor or assigns engaged in land development and/or wholesale land sales activities which are the same as, or similar to and approved by Declarants.
- Section 1.2 Declaration shall mean and refer to this instrument, and as it may be supplemented or amended from time to time.
- Section 1.3 Development Period shall mean and refer to that period of time beginning on the date of initial recording of the Declaration and ending when any of the following occurs: (a) Twenty (20) years from the date hereof; (b) At such time as Declarants shall have transferred title to purchasers of all Lots or Living Units.
- Section 1.4 Governing Documents shall mean this Declaration of Covenants, Conditions, Restrictions and Easements.
- Section 1.5 Living Unit shall mean and refer to a building or structure including garages, driveways, landscaping, fences, wall, decks, patios, pools, spas, and parking areas or any similar improvements upon any Lot or any portion thereof that has received a certificate of occupancy as a residence.
- Section 1.6 Lot shall mean any plot of land shown upon any recorded subdivision map of The Property within Hazelwood Estates.
- Section 1.7 Owner shall mean the record Owner, or contract purchaser, whether one or more persons or entities, of a fee simple title to any Lot or Lots, which are a part of The Property, which shall specifically include the Declarants but shall not include a contract seller or mortgagees.
- Section 1.8 Builder or Participation Builder shall mean any licensed construction contractor, or sub-contractor, that acquires a portion of the Property herein described for the purpose of building a Living Unit on said property for resale to the ultimate Owner, or is hired by another Participation Builder or an Owner to build all or a portion of a Living Unit or other structure.
- Section 1.9 Property shall mean all real property herein described as Hazelwood Estates, or any portion thereof, and any additions thereto that are subject to this Declaration or any supplemental Declaration.
- Section 1.10 Single Family shall mean and refer to a single housekeeping unit that includes not more that four (4) adults who are legally unrelated.
- Section 1.11 Architectural Control Committee shall mean and refer to the developer and/or Declarant of Hazelwood Estates.

ARTICLE 2

COMPLIANCE

Section 2.1 Owners Compliance with Governing Documents

At or before the time each new purchaser of a Lot or a Living Unit, whether new or previously owned, shall close or consummate that transaction, said purchaser shall execute a signed document stating that said purchaser has received a copy of the Covenants, Conditions, Restrictions and Easements. Said document shall also state that Owner has reviewed, understands and agrees to abide by the provisions contained therein. By acceptance of a deed to a Lot or Living Unit, execution of a contract therefore, or any other means of acquisition of an ownership interest, whether or not it shall be so expressed in any such deed or other instrument, the Owner thereof covenants and agrees thereby, on behalf of himself/herself and his/her heirs, successors, and assigns, to observe and comply with all terms and conditions of these Governing Documents.

ARTICLE 3

GENERAL PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS

Section 3.1 Exterior Maintenance

Each individual Owner shall be obligated to provide exterior maintenance on his/her Living Unit and Lot. However, in the event an Owner of any Living Unit or Lot shall fail to maintain the premises and the improvements situated thereon in a satisfactory manner, the Architectural Control Committee, or the Developers, as the case may be, shall have the right, through their agents or employees, to enter upon any said premises and to repair, maintain and restore the Lot and the exterior of the Living Unit and any other improvements erected thereon at the expense of the Owner.

Section 3.2 Residential Use of Temporary Structures and Garages

No trailer, recreational vehicle, basement, tent, shack, garage, barn or other outbuildings or any structure or a temporary structure erected or placed on the Property shall at any time be used as a residence temporarily or permanently, except that visitors traveling in a recreational vehicle may use such vehicle while parked in an Owner's driveway for a period of time not to exceed fourteen (14) days. No garage shall be converted to living space or for recreational use excepting that Declaration's or a Participating Builder may temporarily convert the garage in a Model Living Unit into a sales and marketing office. Such converted garages shall be converted back to garage space prior to the sale of the Model Living Unit to the ultimate owner. Recreational Vehicles must be parked at or behind the front building line of the living unit and concealed behind a screening fence.

Section 3.3 Minimum Living Unit Size and Home Quality

All Living Units shall be constructed in accordance with the requirements set forth in Article 3 as well as any additional requirements, which may be added at a later date. Both materials and workmanship shall be subject to constant review and approval by the Architectural Control Committee. See section 3.21 for additional accessory buildings.

Section 3.4 Building Setbacks

No Living Unit or other structure shall be located nearer to any Lot line than the building setback requirements of the Codes of the City of West Richland.

Section 3.5 Fences, Walls and Decks

No fence, wall, hedge or mass planting shall be permitted to extend nearer to any side street than is allowed by city building codes. In no event shall side yard fences, walls or hedges project beyond the front walls of any Living Unit or garage. Fences, walls and decks shall be well constructed of suitable materials and shall be artistic in design and shall not detract from the appearance of any of the Living Units located upon adjacent Lots nor be offensive to the Owners or occupants thereof. The Architectural Control Committee shall establish guidelines for the construction, repair, replacement, maintenance or extension of fences and walls. The Architectural Control Committee shall have the authority in any individual case to make such exceptions to the building setback, height and fence location requirements set forth herein as said committee shall in its uncontrolled discretion deem necessary or advisable. No chain link fencing shall be visible from the street.

Section 3.6 Landscaping

Participating Builders shall, within thirty (30) days after substantial completion of a Living Unit, landscape the front yard, using a mix of grass, shrubs and trees selected by the Participating Builder. The side and rear yard landscaping shall be completed by owner within 6 months of closing.

Section 3.7 Businesses and Commercial Use of Property Prohibited

No trade, craft, manufacturing enterprise, business or commercial activity or any kind shall be conducted or carried on upon any Lot that would cause an unusual increase in auto or pedestrian traffic, nor shall any goods, equipment, vehicles including, buses, trucks, and trailers of any description, or material supplies used in connection with any trade service or business wherever the same may be conducted, be stored, kept, parked dismantled or repaired upon any street within the Property nor upon any Lot where it is visible from the Street. Nor shall anything be done on any Lot, which may be or may become an annoyance or nuisance to the neighborhood. Except that the Declarants or a Participating Builder may conduct business from a sales and information center or an office within a model home, and store supplies, materials and equipment on any Lot upon which they are building a Living Unit or other structure.

Section 3.8 Animals

No animal, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, birds or other household pets may be kept if they are not kept, bred or maintained for any commercial purpose, and that they shall not be kept in numbers or under conditions reasonably objectionable in a closely built up residential community. Owners shall be responsible for the immediate cleanup and removal of all fecal matter deposited by pets on any property other than the Lot of the Owner of the pet. When not confined to the Owner's Lot or Living Unit, dogs shall be on a leash, all pets must be accompanied by a responsible person when not confined to the Owner's Lot or Living Unit.

Section 3.9 Signs

Except for entrance, street, directional, traffic control, parking and safety signs and such promotional signs as may be maintained by the Declarants and Participating Builders, their agents or contractors, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any Lot. One temporary real estate sign not exceeding six (6) square feet in area, including its frame, may be erected upon any Lot or attached to any Living Unit placed upon the market for sale, rent or lease. Any such temporary real estate sign shall be removed promptly following the closing of the sale, rental or lease of such Lot or Living Unit. Three (3) signs of a political nature, not exceeding six (6) square feet in area each, may be erected upon any Lot during a political campaign, provided however, such signs shall be placed by the Owner or said Lot and such signs shall be removed within forty-eight (48) hours after the relevant election day.

Section 3.10 Garbage and Trash

No trash, lawn, bush, or tree trimmings, dirt, rocks, rubbish of any kind shall be dumped or disposed of on or in any street, ditch, or Lot. All garbage and other waste shall be kept in appropriate containers for proper disposal; such containers shall be kept out of sight from the streets at all times except on garbage pickup days. The removal and disposal of all such materials shall be the sole responsibility of the Participating Builder or Owner. Should any Participating Builder or Owner fail to remove any such trash, rubbish, garbage, yard rakings and other such materials from said property or the street within forty-eight (48) hours following the receipt of notice from the Developers or the Architectural Control Committee informing them of such violation, the Developer or The Committee may have said materials removed and bill the cost of such removal to the offending party.

Section 3.11 Storage of Automobiles, Boats, Trailers and Campers

No Owner of any Lot shall store, in excess of forty-eight (48) hours, any van, camp trailer, camper, camper truck, or any other similar machinery or equipment of any kind on driveways, public streets or upon any Lot, except standard size pickup trucks and passenger cars. Recreational vehicles may be stored behind the front line of the living unit and behind a 6 foot tall screening fence with exception of any corner lot in which case a vehicle may not be stored on the street side of the Living Unit. Any vehicle belonging to the Owner of any Lot or any member of his family or any guest, which is non-operational or in an extreme state of disrepair, shall not be parked upon any street, driveway or Lot within The Property unless said vehicle is within any enclosed garage. Should any Owner fail to remove any such vehicle within twenty-four (24) hours after notice is delivered, from the Developers or The Committee informing them of a

violation of this provision, the Developers or The Committee may have such vehicle removed and charge the expense of removal to said Owner. A vehicle shall be deemed to be in an extreme state of disrepair when, in the opinion of the Developers or the Committee, its presence offends the reasonable sensibilities of the occupants of the neighborhood.

Section 3.12 Off-Road Vehicles

No Owner of any Living Unit or Lot nor any member of his/her family or any tenant or guest shall, at any time, operate any motorized off-road vehicle, motorcycle or ATV or similar vehicle of any type upon any portion of the Property whether said Property is developed or undeveloped.

Section 3.13 Radio Antennas and TV Satellite Dishes

No radio or TV antenna shall be permitted to extend more than ten (10) feet above the roof line of any residence without the written approval of the Architectural Control Committee. No satellite dish in excess of twenty-four (24) inches in diameter shall be allowed.

Section 3.14 Swimming Pools, Spas and Outdoor Courts

Swimming pools and spas may only be installed in the back yard of any Living Unit of Hazelwood Estates. All fencing and safety features in connection with pools and spas must meet the requirements of the City of West Richland and any State of Washington requirements. Driveway basketball hoops are acceptable, but at no time shall a basketball hoop be set up within a public right of way or utility easement.

Section 3.15 Outdoor Lighting

Outdoor lighting on residential Lots and Living Units shall be of a type and in a location to provide illumination of specific areas and not provide general lighting. No outdoor light on a Lot, excepting streetlight, shall exceed eight (8) feet in height without prior written approval from the Architectural Control Committee. No sodium vapor, quartz, metal halide or other high intensity lighting is permitted.

Section 3.16 Drilling and Mining

No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall any oil or water wells, tanks, tunnels, mineral extractions or shafts be permitted upon any portion of The Property.

Section 3.17 Weapons

No weapon of any kind or nature, including rifles, shotguns, handguns, BB guns, pellet guns, bows, slingshots, slings, traps or any other weapon shall be used or discharged upon any part of The Property, except by authorized government officials. No hunting shall be permitted upon The Property.

Section 3.18 Leasing and Renting

Not less than the whole of any Lot or Living Unit may be leased or rented, nor shall any Lot or Living Unit be leased or rented for a period of fewer than thirty (30) days.

Section 3.19 Nuisance Prohibited

No noxious or offensive trade or activity shall be conducted in any portion of The Property, nor shall anything be done or maintained therein in violation of the laws of the State of Washington, City of West Richland or any other applicable governmental entity. Nothing shall be done or maintained on any portion of the Property, which may be or become an annoyance or nuisance to the neighborhood, or detract from the value of the Property.

Section 3.20 Easements

The Declarants for themselves, their successors and assigns, dedicate easements for public utility purposes over the public easement strips as shown in the recorded plats. Said easements are hereby granted to maintain, construct, and reconstruct and repair sewer lines, domestic water lines, irrigation lines where applicable, telephone lines, television cable lines and line for the delivery of electric energy as the same are constructed and installed at the time of the conveyance of each Lot within said Property, and whenever the use of said easement shall cease, the same shall revert to the Owner of the Lot affected by said easement. No structure, planting or other material shall be placed or permitted to remain upon the Property which may damage or interfere with any easement or the installation or maintenance of utilities, or which may unreasonably change, obstruct or retard direction or flow of any drainage or irrigation channels except those which are placed by those responsible for said utility or channel, their agents and employees.

Section 3.21 Storage Sheds, Outbuildings and Shops

All accessory buildings including but not limited to storage sheds, outbuildings and shops shall meet the approval of the ACC. Any outbuildings larger than 64 square feet shall be constructed using similar materials as the home. The maximum size of any outbuilding shall be 1650 square feet. The overall height of shop shall not exceed 24 feet tall. Owner is responsible for any required permits.

ARTICLE 4

GENERAL PROVISIONS

Section 4.1 Enforcement

The Declarants and each Owner of a Living Unit, Lot or Lots subject to this Declaration, shall have the right to enforce, by any proceeding at law or in equity, all Covenants, Conditions, Restrictions or Easements, Reservations; provided, however, that the Declarants right to enforce the provisions of the Declaration shall terminate at such time as the Declarants shall cease to be the Owner of a Lot or Lots subject to this Declaration. Failure of the Declarants or any Owner to enforce any Covenant, Condition, Restriction or Easement herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4.2 Severability

Invalidation of any one of these Covenants, Conditions, Restrictions or Easements by judgment or court order shall in no way affect any other the same, all of which shall remain in full force and effect.

Section 4.3 Amendment

The Covenants, Conditions, Restrictions and Easements of this Declaration shall run with and bind the land, and shall insure to the benefit of and be enforceable by the Owner of any Lot subject to this declaration, including the Declarants, their respective legal representatives, heirs, successors and assigns for a term of twenty (20) years from the date of this Declaration being recorded, after which time said Covenants, Conditions, Restrictions and Easements shall be automatically extended for successive periods of the (10) years unless an instrument terminating these Covenants, Conditions, Restrictions and Easements which is signed by not less than seventy-five (75%) percent of the Owners then owning any of the Property described in Exhibit "A" shall have been filed with the Benton County Auditor. The covenants, Conditions, Restrictions and Easements of this Declaration may be amended by the Declarants during the first twenty (20) year period or after that period by an instrument signed by not less than seventy-five (75%) percent of the Owners then owning a Living Unit, Lot or Lots within the property described in Exhibit "A" provided however, that there shall not be for any reason, amendments or otherwise changes so as to be inconsistent with this Declaration. If there is any conflict among or between the Declaration and amendments thereto, the provisions of this Declaration shall prevail. Amendments shall take effect when they have been recorded with the Auditor of Benton County.

Section 4.4 No Warranty of Enforceability

While the Declarants have no reason to believe that any of the Covenants, Conditions, Restrictions or Easements contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, the Declarants make no warranty or representation as to the present or future validity or enforceability of any such the Covenants, Conditions, Restrictions or Easements. Any Owner acquiring a Living Unit, Lot or Lots in reliance on one of more of such the Covenants, Conditions, Restrictions or Easements shall assume all risks of the validity and enforceability thereof and, by acquiring said Living Unit, Lot or Lots, agrees to hold Declarants harmless there from.

Section 4.5 Termination of Declarants Responsibility

In the event the undersigned shall convey 100% or more of their remaining right, title and interest in and to The Property to any partnership, individual or corporation, then and in such event, the undersigned shall be relieved of the performance of any further duty or obligation hereunder.

Section 4.6 Termination of Architectural Control Committee

In the event the undersigned shall convey 100% or more of their remaining right, title and interest in and to The Property to any partnership, individual or corporation, then and in such event, the undersigned shall be relieved of the performance of any further duty or obligation hereunder. At such time the duties and operation of the Architectural Control Committee shall pass to the lot owners. If so desired by the majority of the lot owners a new Architectural Control committee shall be formed which will then have the responsibility of enforcing Article 3 of the Covenants Conditions and Restrictions. Each lot is given one vote.

