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 05/31/2000 01:31P
 Benton County

R C OF WASH. INC COV 14.00

Return Name and Address:
 RC of WA CLIC.
 RANDALL E CROSSBY
 PO BOX 915
 CLINTON WA. 98236

PLEASE PRINT OR TYPE INFORMATION:

Document Title(s)(or transactions contained therein):

1. COVENANTS
- 2.
- 3.
- 4.

Grantor(s)(Last name first, first name, middle initials):

1. HEARTHSTONE
- 2.
- 3.
- 4.

Additional names on page ___ of document.

Grantee(s)(Last name first, first name, middle initials):

1. PUBLIC
- 2.
- 3.
- 4.

Additional names on page ___ of document.

Legal description (abbreviated: i.e., lot, block, plat or section, township, range, qtr./qtr.)

SE. 1/4 OF THE NE. 1/4 SEC. 20 T. 9 N. R. 28 E. WM

Additional legal is on page ___ of document.

Reference Number(s) of documents assigned or released:

Additional numbers on page ___ of document.

Assessor's Property Tax Parcel/Account Number:

1-2098-100-0002-002

Property Tax Parcel ID is not yet assigned.

Additional parcel numbers on page ___ of document.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.



DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR THE PLAT OF HEARTHSTONE

THIS DECLARATION, made on the date hereinafter set forth, by RC of Washington, Inc., their Successors or Assigns ("Declarant").

WHEREAS, Declarant is the owner of a certain property in the City of Richland, County of Benton, State of Washington, which is shown and described in Exhibit "A" attached hereto, which is incorporated by this reference.

NOW THEREFORE, Declarant hereby declares that all the properties above described, except as otherwise specifically provided herein, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of and which shall run with, the real property and be binding on all parties having any right, title or interest in the described and shall inure to the benefit of each Owner thereof.

ARTICLE I - DEFINITIONS

- Section 1.1 "Owner" shall refer to the Owner of record, or the contract purchaser, whether one or more persons or entities, of any Lot which is part of the properties. The definition of owner excludes those having such interest merely as security for the performance of an obligation.
- Section 1.2 "Properties" shall mean and refer to that certain real property described above.
- Section 1.3 "Lot" shall mean and refer to any plot of land shown upon any subdivision map of the properties.

ARTICLE II - ARCHITECTURAL CONTROL AND USE RESTRICTIONS

There shall be an "Architectural Control Committee", hereafter called ACC, established. The initial ACC shall consist of the Declarant and/or those individuals appointed by the Declarant. At such time as seventy-five percent (75%) of the planned homes within Hearthstone are sold, control of the ACC shall be given to the home owners association. All site plans, structures, fences, exterior colors, finishes, roofing and landscaping are subject to ACC oversight. No construction shall be commenced on any Lot until approval has been received from the ACC.

- Section 2.1 Residential Use. No premises shall be used or constructed on any Lot except for residential use. All Lots shall conform in all respects to the requirements of any applicable regulatory authority, and with the terms and conditions of the final plat and as-built drawings, plans and specifications approved by the City of Richland.
- Section 2.2 Compliance with Zoning. All Residences shall be used primarily for single family residential purposes only and shall not be used for business, manufacturing, or commercial purpose; provided, however, if the appropriate zoning so allows, an Owner may use a specifically designated portion of the owners residence as a home business office for professional services only. No other business or home occupation will be allowed, including, but not limited to, any type of infant, child or adult day or overnight care. Provided, further, that no type of business or home occupation, including advertising and signs related thereto, shall be conducted on any Lot or within any dwelling or structure that is visible to the public.
- Section 2.3 Land Use and Building Type No Lot shall be used for any purpose other than residential, except as provided in Section 2.2. No building shall be altered, erected, moved onto, placed, or permitted to remain on any Lot other than a detached single family dwelling, except as provided in Section 2.4.
- Section 2.4 Dwellings and Garages. No dwellings or garages may be erected on any Lot except the following:



- a) One detached single-family dwelling of not less than 1,500 sq. ft. of living space for ramblers, and 1,800 sq. ft. for two story homes, excluding garages and porches. In no case shall a home have less than 1,000 sq. ft. on the main floor. For purposes of definition basements shall not be considered as the main floor. All buildings shall be constructed on a concrete foundation or slab.
- b) In no case shall any home exceed two (2) stories above the initial Lot grade, nor shall any home exceed a maximum of thirty (30) feet at the highest point of the roof.
- c) Construction of a main dwelling on the Lot shall be prerequisite to construction of the other structures herein permitted.
- d) The construction of the primary dwellings must be performed by a contractor licensed and registered in the State of Washington.
- e) Each dwelling shall have, as a minimum, an attached two car garage. Additional detached outbuildings shall require ACC approval.
- f) No log homes, prefabricated home, mobile home or trailer home of any kind may be constructed or placed on any Lot for use as a dwelling.

Section 2.5 Siding Exterior siding facing streets shall be beveled, tapered, lap, or brick siding or some other material of similar look and quality. Textured T-111 is allowed on the non-street sides of homes.

Section 2.6 Roofs Roofs on all buildings must be finished with composition dimensional architectural shingles with a twenty-five (25) year minimum. Better quality roofing materials such as slate, or tile are approved. However, the color of such roofing materials shall require ACC approval and shall conform to the standards of the surrounding Lots and shall not operate to the detriment of any Lot.

Section 2.7 Driveways The plans and specifications shall provide for and there shall be constructed and maintained upon each Lot a driveway which shall extend from the garage and/or dwelling so that such driveway shall join and make physical connection with the traveled and/or such paved portion of the roadway abutting such property. All such driveways on the Lot shall be concrete.

Section 2.8 Building Location No dwelling shall be located on any Lot nearer than twenty (20) feet to the front Lot line, twenty-five (25) to the rear Lot line, or ten (10) feet to the side Lot line. Those dwellings on corner lots shall be located twenty (20) feet from both the front and street side lot lines. Outbuildings shall be located no closer than twenty (20) feet from the front Lot line, twenty-five (25) feet from the back Lot line, or ten (10) feet from the side Lot lines. If the setback requirements herein are in conflict with the requirements or any applicable regulatory authority, the more restrictive shall apply.

Section 2.9 Exterior Paint All structures shall be painted or repainted with a color(s) consistent with the standards as determined by the ACC. In any event, no primary colors will be allowed.

Section 2.10 Completion of Structures and Landscaping The maximum period for construction of a dwelling, including finish painting, shall be five (5) months from the beginning of construction and the maximum period to complete visible front and side yard landscaping shall be six (6) months from home completion. Extensions of these time limits shall be allowed for



circumstances beyond the Owners control. The Owner shall be responsible for cleaning up and repairing all damage to any street, utilities, or drainage facility which may result from the Owner's actions; including without limitation, any construction performed by or on the behalf of the Owner. In the event the Owner does not perform the clean up or repair within thirty (30) days of the date the clean up or repairs are determined to be necessary, the Declarant and/or the other Owners may perform the clean up or make the repairs. In such event, the offending Owner shall be responsible for all costs. Said costs shall become a lien on the offending Owner's Lot.

- Section 2.11 Fencing.** No fence constructed on any Lot shall exceed six (6) feet in height nor shall any fence be constructed which does not conform to the architectural design of the house on the Lot on which such fence is located. No wire fence of any type shall be allowed. However, kennels or pens necessary for the containment of domesticated animals or pets shall be allowed so long as any such containment device is within a fenced yard, not visible from the street and no closer than five (5) feet from any Lot line. No fence located between the street and the front wall of the home shall exceed four (4) feet in height.
- Section 2.12 Conveyance of Lots.** All Lots, whether or not the instrument of conveyance or assignment shall refer to this Declaration, shall be subject to the covenants, conditions, restrictions, easements, reservations, and other provisions contained in this Declaration.
- Section 2.13 Declarant's Use.** Notwithstanding any provisions contained in this Declaration to the contrary, it shall be expressly permissible and proper for Declarant and Declarant's employees, agents, independent contractors, successors, and assigns involved in the development of the Property and upon such portion of the Property as Declarant deems necessary, to erect such facilities as in the sole opinion of Declarant may be reasonably required, convenient, necessary, or incidental to the sale of Residences and to the development of the Property, specifically including without limiting the generality of the foregoing, business offices, storage areas, construction yards, signs, model units and sales offices.
- Section 2.14 Animals.** No farm animals, livestock or bees of any kind shall be raised, bred, kept or boarded on any Lot, except that ordinary household pets and other domesticated pets may be kept on any Lot; provided, however, that they are not kept, bred, boarded or maintained for any commercial purpose. Additionally, the keeping, breeding, boarding or maintenance of any kind of the above referenced pets must be done in such a manner so that it does not violate any governmental regulations and so that the Lot remains clean and sanitary, and free from unsightly conditions. Pets not confined to the Owners Lot shall be kept on a leash at all times and the Owner shall clean up all fecal matter.
- Section 2.15 Temporary Structures.** No structure of a temporary shelter, trailer, house trailer, mobile home, tent, shack, garage, barn or other outbuilding shall be used or stored on any Lot at any time as a residence either temporarily or permanently.
- Section 2.18 Signs.** No signs of any kind shall be displayed to the public view on or from any Lot, except for, Real Estate, Builders, For Rent or For Sale. Political signs are allowed during the course of an election campaign. Such signs are to be removed within forty-eight (48) hours after said campaign is over. No sign on any Lot shall exceed a total of six (6) sq. ft. in size.
- Section 2.17 Nuisances.** No noxious, obnoxious or offensive activities shall be carried on upon any Lot, nor shall anything be done therein which may be an annoyance or nuisance to the Owners or occupants of other Lots including by way of example and without limitations thereto, maintenance of flashing lights, exposed clotheslines, garbage containers, storage areas or noise audible outside the Lot.



- Section 2.18 Refuse.** All rubbish, trash, garbage, and other refuse shall be regularly removed from the Lots and shall not be allowed to accumulate. All containers or other equipment for the storage or disposal of rubbish, trash, garbage, or other refuse shall be kept in a clean, sanitary condition and shall be screened by adequate plantings or fencing so as to conceal them from public view.
- Section 2.19 Drainage.** All Owners shall leave all drainage areas and easements, including swales constructed on the Lots and on other portions of the Property in the state originally fixed by the Declarant or persons or entities acting on behalf of the Declarant.
- Section 2.20 Visible Objects.** All clotheslines, equipment, garbage and trash containers, woodpiles, and storage piles shall at all times be kept screened by adequate plantings or fencing so as to conceal them from public view.
- Section 2.21 Landscaping and Maintenance of Yard Areas.** All Lots shall be landscaped in a reasonable and quality manner. It shall be the duty of the Owner of each Lot to maintain all of said Lot, including the land and improvements between said Lot and adjacent Private/Public Roads in a neat and clean condition, and to control weeds, vines, shrubs, bushes, trees and other landscaping to prevent them from becoming detrimental to the landscaping on adjoining Lots or obstruction of the view there from. The owners of those Lots with a northerly Lot line which is adjacent to Lots in Keene Village shall be responsible to maintain and care for the trees planted along said northerly Lot line. Said Lots being Numbers 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15.
- Section 2.22 Non-Operative Motor Vehicles, Trailers, Boats & R.V.'s.** No non-operative motor vehicle, shall be parked, stored, or located on any Lot or driveway that is visible to the public. A non-operative vehicle for purposes of these covenants shall be any vehicle, which is permitted to stand unoperated for a period of more than one week. No truck (not including "pick-ups"), trailer, house trailers, boats, campers, or any other form of recreational vehicle, or unsightly vehicles, machinery or equipment shall be permitted to park, stand, or to be stored on any street, driveway or yard that is visible to the public. Except that recreational vehicles, trailers, campers and boats may be parked in driveways from Memorial Day through Labor Day and stored beside the home behind a shielding fence the remainder of the year.
- Section 2.23 Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. There shall be a twenty-five (25) foot buffer zone dedeed to the Keene Village home owners who's Lots abut Lots 3 through 14.
- Section 2.24 Exterior Maintenance.** The exterior of the buildings and any other improvements erected on a Lot shall be maintained in a quality manner in harmony with the existing buildings and improvements. Exterior color schemes, and changes thereto, must be approved by the ACC.
- Section 2.25 Underground Wiring.** No lines or wires for telephone or electrical use shall be constructed, placed or permitted to be placed upon any Lot outside the building thereof unless the same are underground or in conduit attached to the building.
- Section 2.26 Antennae.** No antennae or transmitter shall be permitted except antennae for television. Satellite dishes less than eighteen inches (18") in diameter are permitted. The location of all such devices must be approved by the ACC.
- Section 2.27 Mineral Rights.** 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 oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other



structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

ARTICLE III - DURATION AND AMENDMENT

Section 3.1 Duration and Extension. This Declaration, every provision herein, every covenant, condition, restriction and reservation contained herein shall run with and bind the land and shall continue in full force and effect for a period of ten (10) years from the date hereof, and shall thereafter be automatically extended for successive periods of ten (10) years unless otherwise terminated or modified by action of the Home Owners Association in accordance with their by-laws.

Section 3.2 Amendment and Modifications. So long as Declarant is the Owner of at least twenty-five percent (25%) of the total planned Lots, Declarant shall have the sole and exclusive power to modify, amend, extend, terminate or otherwise revise this Declaration or any provision hereof during such period. Declarant may so modify, amend, extend, terminate or otherwise revise this Declaration for any purpose as Declarant sees fit. Thereafter, this Declaration or any provisions hereof or any covenant, condition or restriction contained herein, may be modified, amended, extended, terminated or revised as to the whole of the Property or any portion thereof only with the written consent of at least sixty-six and two-thirds percent (66 2/3%) of the Lot Owners. Such modification, amendment, extension, termination or revision shall be immediately effective upon recording the proper instrument in writing, executed and acknowledged by such Owners, in the office of the Benton County Auditor.

ARTICLE IV - ENFORCEMENT

Section 4.1 Enforcement. Any Owner(s) shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereinafter imposed by the provisions of this Declaration. Failure by any Owner(s) to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4.2 Deemed to Constitute a Nuisance. Every violation of these covenants or any part thereof is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed by law or equity against an Owner, shall be applicable against every such violation and may be exercised by any Owner(s) pursuant to Section 4.1.

Section 4.3 Attorney Fees and Costs. If in any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision thereof, the losing party or parties shall pay the reasonable attorney's fees and costs of the prevailing party or parties in the amount as may be fixed by the Court in such proceeding.

Section 4.4 Cumulative Remedies. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

Section 4.5 Liens. In the event any Owner(s) is successful in any action or proceeding to enforce any covenant or restriction and money judgment is entered against the offending Owner, said judgment shall operate as a lien on the offending Owner's Lot(s) and may be foreclosed on under the Laws of the State of Washington if not paid.

ARTICLE V - MISCELLANEOUS



Section 5.1 Non-Waiver. Failure by the Declarant or any Owner to enforce any covenant, condition, restriction, easement, reservation, or other provision contained in this Declaration shall in no way or event be deemed to be a waiver of the right to do so thereafter.

Section 5.2 Severability. The provisions of the Declaration shall be deemed to be independent and severable and the invalidity of any one or more of the provisions hereof, or any portion thereof, by judgment or court order or decree shall in no way affect the validity or enforceability of any of the other Provisions, which other provisions shall remain in full force and effect.

5/1/2000
RC of Wash. Inc
James H. Crosby Pres.