

COUNTY RECORDING  
COVER SHEET  
RETURN TO:  
The Gold Medal Group LLC  
c/o Windermere Real Estate  
Attn: Dave Retter  
329 N. Kellogg  
Kennewick, WA 99336



**PLEASE PRINT OR TYPE INFORMATION:**

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

1. Declaration of Conditions, Covenants and Restrictions for Heritage Village Phase I
- 2.
- 3.

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

1. Gold Medal Group, LLC
- 2.
- 3.
- 4.

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

1. Heritage Village Phase I
- 2.
- 3.
- 4.

**Legal Description (abbreviated: i.e. lot, block, plat or section, township, range, qtr./qtr.)**  
Heritage Village Phase I Volume D Page 239

**Auditor's Reference Number(s) include Year(s) of the document(s) assigned or released:**

**Assessor's Property Tax Parcel/Account Number**

115-370-039, 115-370-040, 115-370-041, 115-370, 042, 115-370-043, 115-370-044, 115-370-045, 115-370-045, 115-370-046, 115-370-047, 115-370-048, 115-370-049, 115-370-050, 115-370-051, 115-370-052, 115-370-053, 115-370-054, 115-370-055, 115-370-056, 115-370-057, 115-370-058, 115-370-059, 115-370-060, 115-370-061, 115-370-062, 115-370-063, 115-370-064, 115-370-065, 115-370-066, 115-370-067, 115-370-068, 115-370-069, 115-370-070, 115-370-071, 115-370-072, 115-370-073, 115-370-074, 115-370-075, 115-370-076, 115-370-077, 115-370-078, 115-370-079, 115-370-080, 115-370-081, 115-370-082, 115-370-083, 115-370-084, 115-370-085, 115-370-086, 115-370-087

DECLARATION  
OF  
CONDITIONS, COVENANTS AND RESTRICTIONS  
FOR  
HERITAGE VILLAGE PHASE I  
In The County of Franklin, State of Washington

Declaration of Conditions, Covenants, and Restrictions, is applicable to Heritage Village Phase One. Whereas, Gold Medal Group, LLC, hereinafter referred to as the declarant, is owner of certain real property located in Franklin County, in the state of Washington, known as Heritage Village Phase One, a duly recorded plat:

Whereas, the declarant is desirous to declare of public record its intentions to create certain restrictive conditions and covenants to this ownership of said property:

Now, therefore, the declarant does hereby certify and declare that the following conditions, covenants, and restrictions shall become and are hereby made a part of all conveyances of lots within the plat of Heritage Village Phase One recorded in microfilm records of Franklin County, Washington in Pasco, and that the following conditions, covenants, and restrictions shall by reference become a part of any such conveyances and shall apply thereto as fully and with the same effect as if set forth at large therein.

- 1) **LAND USE AND BUILDING TYPE:** All lots shall be used for residential purposes. Any owner may erect a structure to house garden equipment and personal property if said structure does not detract from the residential community. The floor area of the home, exclusive of one story open porches and garages, shall to not be less than 950 square feet for each residential dwelling. No manufactured homes shall be permitted. All buildings constructed shall conform to existing city of Pasco building and zoning codes.
- 2) **ANIMALS:** No animals, including poultry, shall be raised or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not raised or kept for commercial purposes and are not permitted to cause damage or discomfort to neighbors.
- 3) **FENCES:** All fences shall not detract from the appearance of the dwelling house located upon the lot or detract from the appearance of the dwelling house located on adjacent lots. Fences shall not exceed six (6) feet in *height*. *No fence shall be forward* of the front building line of the house or garage. Chain Link fences are not allowed.
- 4) **ARCHITECTURAL CONTROL:** No building shall be erected, placed, altered, painted, or repainted on any lot until the construction plans and specifications, colors, and a plan showing the location of the structure have been approved by Gold Medal Group, LLC, or the developer, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.
- 5) **LANDSCAPING:** Each builder shall-landscape the front yard within six months of the building permit issuance date. If the home sells prior to front yard landscaping, the owner is required to landscape the entire lot within six months from the date of closing of the sale.
- 6) **PARKING:** No recreational vehicles or boats shall be stored or parked forward of the front building line or in the street right-of-way of each home for more than 72 hours. Storage for said vehicles for any period longer than 72 hours shall be behind site-obscuring fencing and shall be fenced on all sides. No owner shall permit any vehicle that is in an extreme state of disrepair to be abandoned or to remain parked upon any lot or on the open space or on any street for a period in excess of 48 hours. A vehicle shall be deemed in an extreme state of disrepair when its presence offends the occupants of the neighborhood.
- 7) **NUISANCES:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done which may be or become a nuisance or any annoyance to the neighborhood.

DECLARATION OF CONDITIONS, COVENANTS, AND RESTRICTIONS  
HERITAGE VILLAGE PHASE ONE  
PAGE TWO

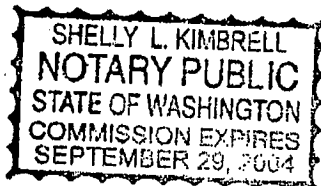
- 8) **TEMPORARY STRUCTURES:** No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanent other than by the builder during construction.
- 9) **EXTERIOR MATERIALS AND FINISHES:** Siding material shall be natural wood material (or have the appearance of natural wood), masonry brick, stone, vinyl, or a combination of these. Manufactured wood siding is allowed. The street frontage of each home shall have lap siding. T-111 or comparable structural panel materials is allowed on sides other than street frontage. All roofing shall be 25-year or better composition, tile, or wood shakes.
- 10) **ANTENNAS AND SERVICE FACILITIES:** Exterior antennas shall not be permitted upon the roof of any structure on any lot. Clotheslines and other service facilities shall be screened so as not to be viewed from the street or other lots. Satellite dishes not to exceed one meter diameter.
- 11) **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used as a dumping ground for garbage, rubbish, or other waste. All garbage or other waste shall be kept, in sanitary containers. Incinerators or other equipment for the storage or disposal of such material shall be maintained in a clean and sanitary condition.
- 12) **ENFORCEMENT:** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of these covenants, either to restrain violation or to recover damages.
- 13) **SEVERABILITY:** Invalidation of any one of these covenants by judgment of court order shall in no way effect any of the covenants, which shall remain in full force and effect.
- 14) **TERM:** These covenants are to run with the land and shall be binding on all parties claiming under them for a period of twenty years from the date they are recorded, after which time they shall be automatically extended for successive periods of ten years. These covenants can be terminated and revoked or amended only by duly recording an instrument which contains an agreement providing for termination and revocation or amendment, and which is signed by the owners of fifty-six or more of the platted lots.

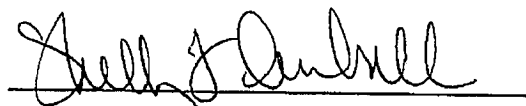
IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed as of the date, December 18, 2003.

  
Dennis Pavlina, Member  
Gold Medal Group, LLC

STATE OF Washington  
County of Clark

This instrument was acknowledged before me on the 18<sup>th</sup> day of December, 2003  
By Dennis Pavlina, Member for The Gold Medal Group, LLC., a Washington Limited Liability Company.



  
Notary Public for Washington  
My commission expires: 9-29-04