

Allied Activities, Inc.
4360 Ironton Drive
West Richland, WA 99353

**DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS,
AND EASEMENTS FOR KINGVIEW ADDITION #5**

GRANTOR:

KINGVIEW ADDITION #5

GRANTEE:

THE PUBLIC

LEGAL DESCRIPTION:

SW Section 5, Range 28E, Township 9N

This declaration is made on this 10th day of AUGUST, 2000, by Allied Activities, Inc., the owner of certain land situated in the State of Washington, County of Benton, known as Kingview Heights. Declarant desires to impose certain protective covenants upon the Real Property for the purpose of enhancing and protecting the value, desirability, and attractiveness of Kingview Heights and for the mutual benefit of all owners, present and future. All provisions of this Declaration shall be binding upon all parties having or acquiring any right, title, or interest in Kingview Heights or any part thereof, and shall in all respects be regarded as covenants running with the land and be binding on all parties and all persons claiming under them until December 31, 2020, at which time said covenants shall be extended automatically for successive periods of ten years, unless, by a vote of a majority of the then owners of the lots, it is agreed to amend said covenants in whole or in part.

Section 1. Architectural Control Committee The Architectural Control Committee shall consist of three (3) members who shall be appointed initially by Declarant. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have the authority to designate a successor. Neither the members of the committee or its designated representative shall be entitled to any compensation for services performed pursuant to the covenants. The Declarant may, at its sole discretion, pass responsibility for control of the Architectural Control Committee to the lot owners prior to the year 2010.

Section 2. Site Preparation Clearing and grading, including, but not limited to, the cutting or transplanting of natural vegetation from any lot, shall not be undertaken until plans for the single family dwelling to be constructed thereon are approved by the Architectural Control Committee as provided for herein.

Section 3. Construction Approval No building or other structure shall be commenced, erected or altered upon any lot, nor shall any exterior addition be made until the construction plans and specifications and a plot plan showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee as to harmony of exterior design and location in relation to and its effect upon, surrounding structures and topography. Architectural Control Committee approval shall not unreasonably be withheld. If the Architectural Control Committee fails to approve or disapprove such design and location within ten (10) days after such plans and specifications have been received by it, except for violation of any restrictions specifically set forth herein, and that no suit to enjoin construction has been commenced prior to the completion thereof, approval will not be required and this Section will be deemed to have been fully complied with. All plans, specifications and plot plans are to be submitted to the Architectural Control Committee at the following address: Kingview Heights Architectural Control Committee, 4360 IRONTON DR., West Richland, WA 99353, or at such other address as may hereafter be given in writing to the lot owners by the Declarant or the Architectural Control Committee.

Section 4. No Warranty No act by the Architectural Control Committee shall be deemed to be in any way a representation or warranty that the plans or actions reviewed by such committee do or do not comply with applicable governmental laws or regulations, do or do not meet the standards in the industry for such plans, or do or do not meet the needs or desires of the person submitting the plans.

Section 5. Disputes Any dispute which may arise as a result of a disapproval by the Architectural Control Committee shall be submitted to arbitration under the then current rules of the American Arbitration Association.

Section 6. Immunity So long as a member of the Architectural Control Committee, or designee acting on behalf of the Architectural Control Committee, has acted in good faith, without willful or intentional misconduct, upon the basis of such actual information as is then possessed by



such person, then no such Person shall be personally liable to any Owner, or to any other person for any damage, loss, or prejudice suffered or claimed on account of any act, omission, or negligence of such person.

Section 7. Construction Time Construction on any purchased lot or lots must commence within 60 days of purchase closure, and construction must be completed within nine (9) months from commencement of construction, provided, however, that such period for completion shall be extended sufficiently to compensate for unavoidable delays caused by acts of God or other reasons beyond control of the lot owner, or sellers will have the option to buy back the lot or lots at the purchase price less the costs of reselling of up to but not exceeding \$500.00. Completion of any dwelling or structure shall mean completed with regards to meeting all terms and conditions contained in this "Declaration of Protective Covenants, Conditions, and Restrictions" and receipt of a "Certificate of Occupancy" from the city of West Richland, Washington. If construction is not begun within said time period, owners will be subject to suit and will be responsible for the payment of any court costs and reasonable attorney fees incurred by the plaintiff in instituting said suit.

Section 8. Type and Size of Improvement It being the intention and purpose of these covenants to assure that all dwellings shall be of quality workmanship and substantially the same or better materials than that which can be produced on the date these covenants are recorded, all single family dwelling units shall conform to the following standard:

A) Square Footage:

- All single story dwellings shall be a minimum 1,600 square feet of living space.
- All two story above ground dwellings shall be a minimum 2000 square feet of living space with a minimum 1200 square feet of living space on the main level.
- All two story dwellings, of which one story is below ground (basement), shall be a minimum 2000 square feet of living space with a minimum 1600 square feet of living space on the main level.
- A tri-level design is considered to be a two story design, providing the tri-level design does not exceed one level from the main floor.
- All single family dwellings shall have a private attached garage of not less than 720 square feet (oversize two-car capacity, 24' depth x 30' width).
- All square footage requirements are exclusive of covered or uncovered decks, garages, covered carports, sheds or outbuildings.

B) Roofing Pitch & Materials: All roofing material shall be either clay tile, simulated tile or asphalt shingles with minimum weight of 300 pounds. No wood shakes or three tab style shingles may be used on any single family dwelling. All dwellings shall have a minimum 5:12 pitch roof, or an architectural distinctive design as approved by the Architectural Control Committee.

C) Siding & Exterior Materials: All single family dwellings shall be of double wall construction. Exterior siding shall be of stucco, brick, hardboard lap siding, or architectural



distinctive design as approved by the Architectural Control Committee. No vertical siding such as T1-11 or similar shall be used.

Section 9. Building Height Building height limitations may be imposed by the Architectural Control Committee in order to preserve views from neighboring homes and to minimize the impact of structures on sensitive natural areas of the property.

Section 10. Duplication Not more than five (5) exact plans will be allowed by the Architectural Control Committee, however, the Architectural Control Committee retains the right to allow more or less based upon location request and individual submittals.

Section 11. Fences and Trees No fence, wall or hedge shall be erected or placed on any lot nearer to any street than the minimum building setback line; shall not be over six (6) feet in height and shall be for privacy sake only and not to obstruct the view of neighboring dwellings; except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two (2) feet above the finished grade at the back of said wall. No elm, poplar, cottonwood, ailanthus, black locust, willow, or bamboo trees shall be permitted to grow in the entire plat.

Section 12. Antennas and Satellite Dish Receivers Exposed roof television and/or radio antennas shall be prohibited. Satellite dish receivers must be screened from view and placement shall be approved by the Architectural Control Committee.

Section 13. Adjacent Private Property Adjacent property may not be used for access to any construction site under any circumstances. Adjacent property may also not be used as a parking lot by any contractor or subcontractor working on the lot. Damage to adjacent property shall be the responsibility of the construction site lot owner and general contractor.

Section 14. Temporary Residence No structure of a temporary character, trailer, basement, tent, shack, garage, barn or any other outbuilding shall be used on any lot at any time as a residence. No structures erected elsewhere may be moved intact and placed upon any lots in this entire plat.

Section 15. Signs All signs and advertising devices for display to public view are prohibited except one professional sign or residential designation maximum size of 16 x 24 inches, one sign of maximum six square feet advertising the property for sale or rent, or signs used by builders, marketing agents, or developer to advertise the property during the construction period.

Section 16. Business & Commercial Use Except for temporary sales offices and model homes, no lot shall be used for other than one detached single family dwelling with parking for not more than three (3) cars, and no trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried on upon any lot or within any building located on a lot; nor shall any goods, materials or supplies used in connection with any trade, service or business, wherever the same may be conducted, be kept or



stored outside any building on any lot; nor shall any goods used for private purposes and not for trade or business be kept or stored outside any building on any lot.

Section 17. Landscaping Suitable landscaping, planting or comparable means to hold down the top soil shall be completed within three (3) months of dwelling completion.

Section 18. Maintenance of Structures & Landscape All structures upon a lot shall at all times be maintained in good condition and repair and be properly painted. All trees, hedges, shrubs, flowers and lawns shall be maintained and cultivated so that the lot is not detrimental to the neighborhood as a whole. Slope banks upon any lot shall be properly watered and maintained by the owner thereof.

Section 19. Vehicles No transportation vehicles including, but not limited to, boats, campers and trailers, whether operable or not, of any kind shall be stored, maintained or constructed on any lot or street in such a manner as to be visible from the street or neighboring lots. For purposes of this section, any vehicle shall be deemed stored if not removed from the lot and/or street for a minimum four hours during each 48-hour period.

Section 20. Animals No animals, livestock or poultry of any kind shall be raised or kept on any lot, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purposes.

Section 21. Easements The grantors of and for themselves and the successors and assigns dedicate easements for public utility purposes over the public utility easement strips shown in the recorded plat. Said easements are hereby granted to maintain, construct, reconstruct and repair sewer lines, domestic water and irrigation water lines, telephone lines and lines for the delivery of electrical energy. Whenever the use of said easements or any of them shall cease, the same shall revert to the owners of the land affected by said easement.

Section 22. Garbage and Trash No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers properly screened and shielded from adjacent properties. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No trash, refuse pile, vehicles, underbrush, compost pile or other unsightly growth or objects shall be allowed to group, accumulate or remain on any lots so as to be a detriment to the neighborhood or become a fire hazard.

Section 23. Enforcement The Declarant, Architectural Control Committee or any lot owner shall have the right to enforce any provision of this Declaration or to recover damages resulting from any violation thereof by any proceeding at law or in equity. Thirty (30) days after written notice to the owner of any lot setting forth a violation, the Declarant, Architectural Control Committee or the agent of either may enter upon such lot, which entry shall not be deemed a trespass, and take whatever steps are necessary to correct the violation. The expenses thereof, if not paid by such owner within thirty (30) days after written notice and billing, may be filed as a lien upon such lot.



Failure of the Declarant, Architectural Control Committee or any lot owner to enforce any provision herein shall in no event be deemed a waiver of the right to do so.

Section 24. Severability Invalidation of any provisions hereof shall not affect the other provisions, which shall remain in full force and effect.

Section 25. Notice Any notice required hereunder shall be deemed effective when personally delivered or when mailed by certified mail to the owner of public record at the time of such mailing to such owner's address as appears on the Benton County Tax Records.

Section 26. Interpretation The captions of the various sections and paragraphs of this Declaration are for convenience of use and reference only and do not define, limit, augment, or describe the scope, content or intent of this Declaration or any parts of this Declaration. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes a legal entity when the context so requires. The single includes the plural whenever the context so requires.

Section 27. Applicable Law This Declaration shall be construed in all respects under the laws of the State of Washington.

IN WITNESS WHEREOF, THE UNDERSIGNED DECLARANT HAS EXECUTED THIS DECLARATION THE DAY AND YEAR FIRST ABOVE WRITTEN.

ALLIED ACTIVITIES, INC.

A Washington Corporation

BY: Thomas T. Bromley

TITLE: PRESIDENT

STATE OF WASHINGTON }
COUNTY OF Benton }ss.

I certify that I know or have satisfactory evidence that Thomas T. Bromley is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of Allied Activities, Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: August 10, 2000.

Alycia A. Gundersen
(Signature of Notary Public)

Alycia A. Gundersen
(Printed Name of Notary Public)



My appointment expires: