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Benton-Franklin Title Co., Inc.  
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attn: Sue CMA  
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78806/LB/SP

BENTON FRANKLIN TITLE CO.

30.00

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

- 1. Declaration of Protective Covenants  
for Oakhill Country Estates East
- 3.
- 4.

Reference Number(s) of Documents:

11 pages

Grantor(s) (Last name first, then first name and initials)

- 1. C and O Edwards, LLP  
a Washington Limited Liability Partner
- 3.
- 4.
- 5.  Additional names on page of document.

Grantee(s) (Last name first, then first name and initials)

- 1.
- 2.
- 3.
- 4.
- 5.  Additional names on page of document.

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

Lot 1, SHORT PLAT 2761, according to the survey thereof recorded under Auditor's File No. 2003-053347, records of Benton County, Washington.

Additional legal on page of document.

Assessor's Property Tax Parcel/Account Number

1-1980-401-2761-001

Additional 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 provided herein.

**DECLARATION OF PROTECTIVE COVENANTS  
FOR OAKHILL COUNTRY ESTATES EAST**

THIS DECLARATION is made on the 29<sup>th</sup> day of November, 2004, by C & O EDWARDS, L.L.P, a Washington limited liability partnership, owners of the real property herein described.

**WITNESSETH:**

WHEREAS, the property herein described is currently planned for private, residential lots, and

WHEREAS, it is the undersigned=s intention that said lots will be developed and sold subject to certain protective covenants, easements, conditions, restrictions, and reservations, as hereinafter set forth;

NOW, THEREFORE, the undersigned hereby declare that all the properties described below shall be held, sold, conveyed and developed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing the value and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties now having or hereafter acquiring any right, title or interest in the described properties or any part thereof and shall inure to the benefit of each owner thereof.

**SECTION ONE**

Definitions

A. Association. Shall be the Oakhill Country Estates Homeowners Association, its successor or assigns, which will be a non-profit association under the laws of the State of Washington, created to own the road rights of way, the irrigation system and any other commonly property within the Development and to manage the affairs of the homeowners within the Association.

B. Owner. The term "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or portion of said plat, including contract purchasers, but excluding those having such interest merely as security for the performance of an

obligation.

C. Developer. The term "Developer" shall mean and refer to C & O EDWARDS, L.L.P., a Washington limited liability partnership, its successors or assigns.

D. Development. Development shall mean the property which is included within Oakhill Country Estates, East, as described in Section Two, and properties later added or annexed to Oakhill Country Estates.

E. Common Properties. Common properties are the properties owned by the Association for the common use and enjoyment of the members of the Association.

F. Lot. A lot is any plot of land shown upon any recorded subdivision map of the properties with the exception of the common properties.

G. Member. Every person or entity that holds membership in the Association as provided in Section Three.

H. Development Period. The Development Period shall be the time from the date these Covenants are recorded until seventy per cent (70%) of the lots in both Phase 1 and Phase 2 have been sold.

## SECTION TWO

### Real Property

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this declaration is located in the County of Benton, State of Washington, and legally described as follows:

Short Plat No. 2761, records of Benton County Washington.

Short Plat No. 2764, records of Benton County Washington.

Short Plat No. 2765, records of Benton County Washington.

Short Plat No. 2766, records of Benton County Washington.

### SECTION THREE

#### HOME OWNERS ASSOCIATION

A. Creation of Homeowners Association. There shall be created a Homeowners Association which shall be responsible for management of all of the commonly owned property, maintenance and operation of the irrigation system, maintenance of the private roads, reviewing the plans for all proposed new construction, additions, or modifications and performing all other functions related to the proper management of the development.

B. Members. During the Development Period, the sole member of the Association shall be the Developer. After the Development Period, every person or entity who is the contract purchaser or record owner of a fee interest in any lot or lots which are subject to these Covenants shall be a member of the Association. This shall not include any person or entity that holds an interest in any lot as security for the performance or payment of any obligation. Membership is appurtenant to the ownership of the lot and may not be separated from the lot. Upon transfer of the fee title to the property or upon execution and delivery of a real estate contract for the sale of the property, or the assignment of the purchaser's interest in a contract for the sale of a lot, the membership in the Association shall be deemed to be transferred to the grantee, contract purchaser or contract assignee. The ownership of or a contract purchasers interest in a lot shall be the sole qualification for membership.

C. Voting Rights. The voting members of the Association shall be all those owners defined in Section Three B. Members shall be entitled to one vote per each lot owned in the Development. In the event the lot is owned by more than one person or entity, the owners shall designate which owner is entitled to cast the vote for the lot.

D. By-laws. The Association shall adopt By-laws, which are not inconsistent with these covenants, to regulate the affairs of the Association.

E. Building and Design Committee. The Association shall establish a Building and Design Committee. Such committee shall be responsible to ascertain that the plans and subsequent construction meet the minimum building requirements set forth in this declaration. The primary purpose of such committee shall be to assist property owners in achieving compliance with such building restrictions.

F. Composition of Building and Design Committee. The Building and Design Committee shall consist of at least three (3) members of the Association; provided, however, the Building and Design Committee shall be composed solely of the Developer above named until at least 70% of the lots have been sold. Thereafter, membership on said committee shall be determined the Board of Directors of the Association.

G. Submission of Plans. Any property owner seeking to construct a new home or other appurtenant structure, or to add to or modify any portion of the exterior of an existing home or structure, shall submit the plans to the Building and Design Committee for review.

H. Approval of Plans. No new construction, change, modification, or alteration for which plans are to be submitted to the Building and Design Committee pursuant to Paragraph G., above, shall commence until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Building and Design Committee. Approval will be based upon factors set forth in Section IV below, but is not limited to those considerations so long as the Committee acts reasonably, uniformly and consistently in its approval or disapproval. In the event the Building and Design Committee fails to approve or disapprove such design and location plan within sixty (60) days after such plans and specifications have been submitted to it, approval will not be required and full compliance with this section of the declaration will be deemed to have occurred.

I. Liability of Committee and Homeowner for Compliance. Notwithstanding the foregoing provisions, neither the Association, the Building and Design Committee or the Developer shall have an affirmative obligation to ascertain that all elements of the design comply with the restrictions contained in this declaration, and no member of the Association, the Building and Design Committee or the Developer shall have any liability, responsibility, or obligation, whatsoever, for any decision or lack thereof, in the carrying out of duties as a member of such committee. Such committee and its members shall have only an advisory function, and the sole responsibility for compliance with all of the terms of this declaration shall rest with the homeowner. Each homeowner agrees to save, defend, and hold harmless the Developer, the Association, the Building and Design Committee and each of its members on account of any activities of the Building and Design Committee relating to such owner's property or buildings to be constructed on his or her property.

SECTION FOUR

BUILDING AND USE RESTRICTIONS

A. Building Restrictions. No building, except a single family residential building together with such other accessory buildings as may be permitted by local land use or ordinances, shall be permitted. Such accessory buildings shall not be used for, or in connection with, multi-family living, and each building site shall be used for no more than one family. No manufacturing or commercial activities shall be permitted on any lot. All dwellings must be approved by the committee prior to the start of construction.

B. New Construction. No dwelling, barn, shed or any other building of any kind which has been earlier constructed at another location shall be moved to or erected upon any portion of

the Property

C. Dwelling Size Restrictions. No dwelling or building shall exceed two stories in height, excluding a basement. Residences shall be single unit dwellings with the following minimum living areas:

Single story building without a basement, shall contain at least 2150 square feet of living space.

A two-story house or a single story house with a basement shall contain at least 2600 square feet of living space and the ground floor shall contain at least 1800 square feet of living space.

Living space shall not include porches, garages, patios, breezeways or other exterior areas.

D. Residence Restrictions. No basement, tent, shack, barn or other outbuilding erected or placed on the Property shall at any time be used as a residence either temporarily or permanently, nor shall any structure of a temporary character be used as a residence with exception of a self-contained trailer may be used as a construction office or as living quarters for up to six (6) months during the construction of a home.

E. Construction Standards.

1. Any residence or other structure constructed on the Property shall be completed as to external appearance within one year from the commencement of construction.
2. No T-111 or similar siding is allowed and no single wall construction shall be permitted.
3. Roofing material shall be a minimum of 40-year architectural shingles or better. Cement or ceramic tile roofing is acceptable. Exterior colors for roofing shall be earth tones and no bright or obnoxious colors shall be approved.
4. No mobile homes or manufactured homes shall be permitted.
5. Outbuildings shall not have a sheltered area greater than the living space of the main floor of the residence. Outbuildings must be behind the front setback line of the residence and shall be set away from residence at least forty feet. Garages shall not be larger than necessary to park four cars and shall match the design and architecture of the residence.
6. Recreational vehicle parking is permitted on a lot. Recreational vehicles must be parked behind the front set back line of the residence and must be screened from view from the



road by acceptable fencing.

7. Owners will construct a three rail white vinyl fence on any portion of the lot bordering a county road or a road easement within one year of the purchase of the lot. The Building and Design Committee shall establish a uniform type, style and quality of fence to be installed by each owner.

8. Lots will be kept free of weeds and illegal or noxious plants. Areas which are not used for buildings shall be landscaped or shall be kept in pasture, and shall be properly irrigated at all times.

9. All utilities on the lot shall be installed underground. Sewage disposal facilities for residences shall meet the requirements of Benton County and the Benton Franklin Public Health District.

10. All security or landscape lighting shall be shielded to preclude dispersion of light to the sides and vertically upward from the fixture. No outside light fixture shall be more than twelve feet off the ground.

F. Landscaping. Landscaping in front of the residence shall be complete within one year from the date the building authority issues an occupancy permit for the residence. No poplar or cottonwood trees shall be allowed on the lot. Wind break trees or shrubs shall not exceed 20 feet in height. Wind breaks shall not be planted more than 60 feet from a residence nor more than 30 feet from an out building. Windbreaks shall not unreasonably interfere with the view for neighbors. No trees or shrubs shall be allowed on any irrigation easement.

G. Egress. Driveways and Parking Strips. All driveways and parking bays shall be constructed of virgin asphalt, concrete, concrete aggregate, or brick, unless written approval for the use of some other material is given by the Building and Design Committee.

H. Setbacks. All buildings or structures, other than fences, shall be set back at least thirty feet from the edge of any street or road easement and shall be setback at least twelve (12) feet from any other exterior boundary.

I. Livestock. Limited livestock and poultry husbandry shall be permitted. The number of animals shall be based upon the amount of property which the owner has in pasture to support the animals. For each acre of pasture, an owner may have not more than two grazing animals, such as cattle, horses, llamas, sheep, or goats. Hogs, swine or exotic animals are not permitted. A maximum of five adult chickens or other poultry shall be permitted each lot. Baby poultry are permitted on the lot until they reach six months of age at which time the restriction for adult poultry shall apply. Owners shall conduct animal husbandry to avoid creating a nuisance and to avoid offending the other owners. The owners will confine their animals within approved

pastures and outbuildings, keep noise at a minimum and promptly remove animal and other wastes. No lot shall be used for any commercial livestock operations.

J. Pets. Dogs, cats and other household animals may be kept as pets. Exotic or dangerous animals shall not be maintained as pets. Pets shall be confined to the owner's property or shall be under the owners control at all times the pets are off the owner's property.

K. Sign Restrictions. No sign of any kind shall be displayed to public view on any building site, except for a sign, limited to one, advertising the property for sale, which sign shall not be larger than sixteen (16) square feet.

L. Water Run-off and Control Restrictions. All lot owners shall provide and maintain proper facilities to control storm water run-off onto adjacent properties and to insure that sediments do not enter the natural drainage system.

M. Compliance with Applicable Building Codes. All buildings and improvements shall be constructed in compliance with the pertinent zoning and building codes for the County of Benton, and any and all other governmental entities that have jurisdiction thereof at the time of undertaking such buildings and improvements. No dwelling house, garage, or their accessory building or part thereof (exclusive of fences and similar structures) shall be placed nearer to the front lot line or nearer to the side lot line or to the rear lot line than the minimum building setback lines, if any, imposed by the City of Kennewick, or as shown on the recorded plat of the subdivision, whichever is more restrictive.

N. Exposed Mechanical Equipment. Heat pumps, propane tanks, solar devices, chimney flues, hot tub pumps, swimming pools pumps and filtration systems, satellite dishes, and similarly exposed mechanical equipment, shall be aesthetically concealed from view on all sides and shall be shielded in such a manner as to minimize noise and safety concerns.

O. Nuisance and Use Restrictions. No noxious, illegal, or offensive use of property shall be carried on any lot, nor shall anything be done thereon that may be, or become, an annoyance or nuisance to the neighborhood. No grantee or grantees, under any conveyance, nor purchasers, shall at any time conduct or permit to be conducted on any residential lot any trade or business of any description, either commercial or noncommercial, religious or otherwise, including church schools, nor shall such premises be used for any other purpose whatsoever except for the purpose of providing a private, single-family dwelling or residence.

P. Refuse and Maintenance Restrictions. No trash, garbage, ashes, or other refuse, junk, vehicles in disrepair, underbrush, or other unsightly growths or objects, shall be maintained or allowed on any lot. All fences and buildings shall be kept in a state of repair. All residences, garages, and accessory buildings shall be painted or stained, from time to time, so as to maintain a reasonable state of repair.

Q. Stored or Abandoned Vehicles and Equipment. Any automobile or other vehicle deemed to be in inoperative condition in excess of thirty (30) days and which causes an undesirable affect an the area may be removed by suit commenced at the request of any Owner. This Property shall not be used for storage for construction machinery, rental equipment or farm equipment. No inoperable machinery, including tractors, trucks, or automobiles may be held on the Property for more than three months. No used machinery or scrap equipment, implements, automobiles, or conspicuous parts of such equipment which serve no purpose in operation of the estate may be held or accumulated on the Property.

R. Mailbox/Postal Box Design and Maintenance Restrictions. All mailboxes and mailbox holders shall be of a standard design accepted by the building an design committee and adhering to the applicable specifications of the U.S. Postal Service. All mailboxes shall be located as directed by the U.S. Postal Service. Each lot owner shall be responsible for the maintenance and replacement of his or her mailbox so as to keep it in a state of repair at all times.

S. Firearms. No hunting, trapping or discharge of firearms shall be permitted within the Development.

## SECTION FIVE

### IRRIGATION SYSTEM

A. The Developer has installed an irrigation system to the deliver non-potable water for outdoor use. This irrigation water is provided to the Property by the Kennewick Irrigation District (KID) and delivery to the Property shall be subject to the rules and regulations of KID. Homeowners shall be responsible for the payment of all KID assessments arising from the delivery of water to their lots and the Homeowners Association shall pay assessments for water delivered to any commonly owned properties. .

B. At the end of the Development period, or earlier at the Developer's option, the Developer will convey the irrigation water delivery system to the Homeowners Association, "as is", without any warranties or guarantees of any kind or nature. In particular, the Developer will not warrant that the system or any component of the system will be appropriate or adequate to the needs of the Association or the Owners. In consideration of the conveyance of the irrigation water delivery system to the Homeowners Association, the Association and each Owner agree to accept the system in its present condition without warranty and agree to release the Developer from all claims which they may have with regard to the system.

C. The Homeowners Association shall accept the irrigation system in its present condition and the Association shall be responsible for the costs of operating, repairing,

replacing and maintaining the irrigation system from and after the date of the conveyance of the system to the Association by the Developer. The Homeowners Association shall indemnify and hold the Developer harmless from all claims, liabilities, damages or losses relating to the conditions, use or maintenance of the irrigation system.

D. The irrigation water delivery system was constructed and installed by the Developer to serve the farming needs. The Developer may continue to operate the irrigation system during the Development Period or as long as the Developer continues its farming operations, whichever is later. The Developer may elect to turn operation and maintenance of the water delivery system over to the Homeowners Association at any time. While the Developer continues to farm any property which is served by the irrigation water delivery system, the Developer shall pay a pro rated share of the costs of operation and maintenance of the system, based upon the number of acres within the Property being farmed by the Developer in comparison to the total number of acres within the Development.

E. The Homeowners Association shall adopt rules and regulations for the use of irrigation water by Owners within the Development. Such rules and regulations may provide that Owners who violate the rules and regulations of the Association or KID may have water delivery terminated until such time as the Owner is in full compliance with the rules. The Association shall appoint a Watermaster to administer the operation of the irrigation system and the delivery of water.

F. The Developer will continue to own property adjacent to the Development which is presently receives water through the irrigation water delivery system. The Association shall continue to deliver water to the property retained by the Developer, as long as the Developer elects to have water delivered through the Association's system. The Developer shall pay all assessments to Kennewick Irrigation District for water delivered to the Developer's retained property. This obligation shall run to the benefit of any successor to the Developer.

G. Within the development are three mainline irrigation easements running in a North and South direction. Within these easements are the mainlines, valves, and electronics that distribute irrigation water throughout the development. All construction is prohibited, with the exception of fences, within these easements. Operating equipment within these easements is prohibited except in consultation and with the approval of the Developer.

H. The solid set underground irrigation system currently in place to serve farming needs may be converted and adapted for use by individual lot owners. To preserve the integrity of the entire system, this conversion must be performed in consultation with and with the approval of the Developer. No interference, interruption or alteration of any irrigation line within the development may occur without the approval of the Developer. Developers' participation in this process shall not be construed nor used to preclude the conversion of the system to the lot owners'

use but as consulting to prevent damage to adjoining property or to the irrigation system.

SECTION SIX  
MISCELLANEOUS AND GENERAL PROVISIONS

A. Modification of Restrictions. By written consent of seventy-five (75%) of all of the lot owners, the association may be given such additional powers as may be described by the association, or otherwise modify or amend this declaration in any manner, Provided, so long as Developer continues to own, or have an ownership interest in adjoining properties, these covenants may not be modified or terminated without prior approval and consent of Developer, it being understood that Developer will not unreasonably prohibit modification of these covenants so long as the proposed amendments do not impair the value of the surrounding property owned or retained by Developer.

B. Severability Clause. The association shall comply with all of the laws, regulations, ordinances, and if, at any time, any of the provisions of this declaration shall be found to be in conflict therewith, then such parts of this declaration as are in conflict with such laws, regulations, ordinances, the conflicting provisions shall become null and void, but the remaining portions of these declaration shall remain in full force and effect.

C. Termination of Declaration, Covenants, Conditions and Restrictions. This declaration may be terminated, and all of the real property now or hereafter affected may be released from all or any part of the terms and conditions of this declaration, by the owners of seventy-five percent (75%) of the properties subject hereto at any time it is proposed to terminate this declaration, by executing and acknowledging an appropriate written agreement or agreements for that purpose, and filing the same with the office of the Benton County Auditor, County of Benton, State of Washington.

D. Covenants, Conditions and Restriction Run with the Land. All of the provisions of this declaration shall be deemed to be covenants running with the land, and shall be binding on the inure to the benefit of the owners of the properties described above, their heirs, successors, and assigns, and all parties claiming by, through, or under them shall be taken to hold, agree, and covenant with such owners, their successors in title, and with each other, to confirm to and observe all of the terms and conditions contained in this declaration.

E. Standing to Enforce Terms of Declaration. Any lot owner, or the Homeowners Association, on behalf of all owners, may maintain legal proceedings to compel or enforce any of the terms and conditions of this declaration. In addition, so long as the Developer has an interest in any adjoining properties, Developer, acting through one of its representatives, may enforce these covenants. In any such action, the prevailing party shall be entitled to recover its reasonable costs and attorney fees.

