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Benton County

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FRONTIER TITLE CO.

**DECLARATION OF PROTECTIVE COVENANTS
FOR
SAMUEL'S ADDITION, PHASE V**

THIS DECLARATION OF PROTECTIVE COVENANTS ("Declaration"), for the protection and benefit of the property and owners thereof, now and in the future and effective upon even date herewith, is entered by and among the parties hereto this 26th day of July 2001.

This Declaration is intended to benefit and obligate the owners of the affected properties, their heirs, successors and assigns (the "Owners"), and shall run with the land and be coupled with an interest and be binding upon all successive owners, their heirs, successors and assigns, as well as any and all other parties holding or otherwise possessing or claiming an interest, legal or equitable, in the real property and the improvements thereon subject to this Declaration. Persons holding any interest in such property, now or in the future, may be referred to herein as the "Owner" or "Owners" of such property. Samuel's Addition, Phase V may be referred to by name or as the "Neighborhood".

PROPERTY SUBJECT TO PROTECTIVE COVENANTS

The real property, and improvements, subject to this Declaration is known as "Samuel's Addition, Phase V" located in the City of Kennewick, County of Benton, State of Washington and includes the following individual properties:

Samuel's Addition, Phase V, Lots 1 through 16
1-1189-402-0000-002 (10P)

Additional property, adjacent to the Neighborhood, may be placed under the effect of these Protective Covenants upon recording a Declaration of Annexation concerning such additional Property by the owner or owners thereof.

USE, IMPROVEMENTS, APPURTENANCES AND ANCILLARY MATTERS

Use of Property

No use of the property shall be permitted except for residential purposes by the Owners, their tenants and social guests. No trade, business profession, commercial or manufacturing enterprise or activity (other than home occupations as may be permitted by the City of Kennewick) shall be conducted on the property. As used in this paragraph, the term "home occupation" shall mean only one occupation, profession or craft conducted within a dwelling by the Owner, which activity does not change the residential character of the dwelling is conducted in such a manner as not to create any outward appearance of a business in the ordinary meaning of the term, does not increase the motor vehicle traffic on adjacent streets, and which otherwise complies with all other applicable City of Kennewick ordinances, codes and regulations.



Nothing in this section or this Declaration shall be construed as preventing the use of a residence to conduct the business of selling lots and/or homes, as a "model home" or otherwise, in the development known as Samuel's Addition, as long as such use is on a temporary basis.

Size of Improvements

Single family dwelling units shall have a living area of not less than 1,100 square feet, and shall occupy not less than 1,200 square feet of ground coverage, including covered parking. Reasonable variations in ground coverage may be permitted as long as total living area requirements are met.

Nuisances

No noxious, illegal or offensive activities shall be carried on in or on any lot or dwelling, or in any part of the subject property, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment of each of the Owners of his/her respective lot, or which shall in any way increase any rate of insurance for any Owner within the Neighborhood, or cause any insurance policy to be canceled or to cause a refusal to renew the same or otherwise conflict with the spirit of this Declaration in establishing a peaceful, residential community. Activities referred to herein need not be characterized as "public nuisances" to be in violation of these Protective Covenants.

Vehicle and Equipment Restrictions

No motor home, utility trailer, commercial vehicle, bus, or similar vehicle shall be permitted on any part of the subject property except in an enclosed attached garage, or fenced area on Owner's lot whereby such vehicle is not visible from the streets. No inoperable (mechanically or legally) automobile or other vehicle, and no vehicle that is in an extreme state of disrepair, shall be permitted to remain upon any lot, other than temporarily for emergency repairs, unless placed or maintained within an enclosed garage. Commercial vehicles shall not include sedans, service vans or standard size pickup trucks that are used for both business and personal use. No noisy or smoky vehicle shall be operated on the property. No off-road unlicensed motor vehicle shall be operated upon any of the property or Neighborhood, except maintenance vehicles as reasonably necessary for the development and construction of the properties, only. No goods, equipment, materials, supplies or vehicles used in connection with any trade, service, or business wherever conducted, shall be kept parked, stored, dismantled, or repaired outdoors on any lot, or any private street or within the Neighborhood except as may be reasonably necessary for development, construction, maintenance and repairs. Except in the case of development and construction activities, it shall be presumed that no otherwise prohibited use may exist for more than three (3) days under any exception unless maintained within an enclosed garage and not operated on any appurtenant streets until such prohibited use or feature of any vehicle is removed or cured.

Signs

No signs, except those required by law and those used in conjunction with the sale of lots or residences, shall be displayed to the public view on any lots or on any portion of the Neighborhood. "For Sale" or "For Rent" signs shall be allowed provided they do not exceed five (5) square feet in size. The Owners, or their designated agent(s) may place temporary marketing promotional signs on the property in the Neighborhood during the marketing of new construction therein and appurtenant thereto.

Animal Restriction



No insects, reptiles, poultry or other non-domesticated or animals or livestock of any kind shall be raised, bred or kept in or on any dwelling unit or lot of the Neighborhood. No animals may be raised for commercial purposes. No other animals, except for dogs, cats, and other usual household pets (and not exceeding two (2) in number) may be kept on any lot; provided, however, that any such animals comply with city ordinances and do not otherwise constitute a nuisance regarding their behavior, odor, noise, or other such characteristic. All such pets, when outside shall be maintained on an adequate leash, or within an approved fence, or other means of physically controlling that pet at all times. Pets shall not be allowed to leave fecal matter on any other property. Any property Owner shall be absolutely liable to each and all remaining property Owners, their families, guests, and invitees for any unreasonable noise, or damage to the person or property (including improvements and landscaping) caused by any animals brought or kept upon the responsible Owner's property by the Owner, members of the Owner's family, tenants or guests.

Garbage and Refuse Disposal

All rubbish, trash and garbage shall be regularly removed from the property at each Owner's expense, and shall not be allowed to accumulate thereon. Trash, garbage and other waste shall not be kept except in containers approved for trash collection. Containers shall be kept behind the front yard setback in a sight screened enclosure so as not to be visible from the street or adjoining property; and on collection day containers are permitted in the front at curbside for not more than 12 hours. No wood piles (excluding firewood neatly stacked), storage piles, equipment or other materials shall be stored or located outside on any lot unless within a sight screened area and otherwise maintained so as not to create a hazard or nuisance. This provision shall not apply to construction materials and supplies during construction on any property covered hereby.

Right to Lease

The respective dwellings shall not be rented by the Owners thereof for transient or hotel purposes, which shall be defined as (a) rental for any period less than 30 days, or (b) any rental if the occupants of the dwelling are provided customary hotel service such as room service for food and beverage, maid service, famishing laundry and/or linen, and bellboy service. Subject to the foregoing restrictions, the Owners of the respective lots and homes shall have the absolute right to rent the dwellings (but not less than an entire dwelling) provided that the rental agreement is made subject to the covenants, conditions, restrictions and limitations of uses contained in this Declaration. Any failure by any tenant to comply with these covenants shall constitute a default under the terms of such rental agreement.

Nothing in this section shall affect the rights of a lender in possession through operation of law.

Landscaping

Within six months after the original sale of each constructed residence, the side, back and front yards of each residence shall be landscaped by the Owner in substantial conformity with those homes already built and landscaped. Maintenance of all landscaping shall be the responsibility of each Owner.

CONSTRUCTION RESTRICTIONS

Architectural Standards

It is the intent of this Declaration to avoid a mixture of architecture that would create disharmony of design and appearance as determined by the Owners. In furtherance of this objective, and subject to the waiver power of the Owners as set forth in the Waiver provisions defined below, the following standards shall apply:

1. No structure or buildings of any kind shall be erected, altered, placed or permitted to remain on any lot other than one detached dwelling for single family occupancy only, with a private garage. Notwithstanding the foregoing, and subject to City of Kennewick ordinances, the Owner of two adjacent lots may construct his dwelling across the line between his/her lots, or otherwise without regard for setback requirements pertaining to that line (however, any such combination of lots shall not operate to reduce the Owner's rights and obligations concerning each separate lot as shown on the Subdivision Plat).
2. All roofs shall be constructed of materials that meet or exceed fire class rating "A" or "B". Any replacements shall be of like materials, or alternate products approved by the Owners.
3. All exterior colors shall be of similar hue as those existing and shall not be overly bright or unusual in appearance.
4. All dwellings shall have enclosed attached garages of approximately 20 ft. by 21 ft. in size and be no less than 400 square feet, with fully improved driveways to the street; provided that said driveways shall be of a hard surface material, such as exposed aggregate or cement concrete.
5. The design and placement of mail boxes, newspaper receptacles and street address labeling shall be part of and in aesthetic harmony with the landscape and construction plans submitted and approved under this Declaration.
6. No accessory buildings shall be placed within any yard area of any lot unless properly screened from public view by an appropriate fence. All garden tools and equipment shall be placed or kept out of view of the public and within the confines of the dwelling structure or approved fencing when not in actual use.
7. No fence, wall, hedge or mass planting, other than foundation planting, may be placed on any lot beyond the front yard set back except when expressly for privacy of windows between dwellings or for privacy on decks or patios; however, nothing in this subparagraph shall prevent the erection of a necessary retaining wall. All allowable fencing shall be of a type normally associated with residential neighborhoods and shall, to the extent possible, conform in appearance with the exterior of the appurtenant residence and with existing fencing in the Neighborhood. Any fence must be maintained in a good state of repair, including any paint or stain.
8. No radio, citizen's band, television or other communication antenna shall be erected upon any lot or dwelling. The Owners shall have the authority to approve any such items in the future if new technologies develop such antenna products that are deemed by the Owners to be unobtrusive to the surrounding properties.
9. All exterior lighting shall be low intensity and shall be limited to landscaping or structural accent lighting.

Waiver by Owners



Notwithstanding the guidelines set forth above, the Owners shall have the right to waive any of the architectural standards relating to colors, materials, and type of construction, upon application of a party in interest and consent in writing by all property Owners provided the applicant is able to satisfy the Owners that the proposed colors, materials, and/or type of construction are at least equivalent in quality and attractiveness to the above standards and would not otherwise be inconsistent with the overall harmony of design and appearance of the Neighborhood.

Any waiver shall be for the specific use, purpose and location allowed thereby, and shall not constitute a waiver of any other restriction herein; nor shall any waiver be effective for any term or beyond any scope than is necessary for the allowed exception. A waiver applicable to one lot within the Neighborhood shall not be effective for any other lot or property without the express approval stated above. Any dwelling, addition or other structure erected or placed on any lot after construction of the original residence thereon shall be completed as to external appearance, including finished painting and front, back and side yard landscaping pursuant to plans and specifications, all within six (6) months from the date of commencement of construction.

These Protective Covenants shall, as a matter of record concerning the property in the Neighborhood, be deemed known to all Owners of such property at all times.

GENERAL PROVISIONS

Covenants Not Personal

The intent of this Declaration of Protective Covenants is that they run with the land and not be personal to the parties hereto. The rights and obligations created hereunder shall inhere to such person or persons who shall be in lawful possession of any lot or property covered by this Declaration, and shall cease in such person and inhere in the subsequent owner or other person in lawful possession upon sale or other transfer of title or other, substantial interest in the property. Lease of any lot or property covered by this Declaration shall entitle both the lessor and lessee to enforce its provisions.

Reasonableness Intended

The parties agree that reasonable restrictions are intended, in keeping with the character of the Neighborhood. If any term or condition of this Declaration shall be considered unreasonable by a court of competent jurisdiction, the parties agree that a reasonable term or condition was intended and may be substituted therefor, with the remainder of this Declaration remaining in full force and effect.

General Policy and Non-Specified Matters

The purpose of these Protective Covenants is to maintain a safe, healthy and attractive neighborhood. The underlying policy is that reasonableness should apply to all interpretations hereunder. It is not the intent of these Protective Covenants to deprive an Owner of property rights; rather, it is intended that these Protective Covenants aid in preventing the unintended taking or damaging of property values, rights and the quiet use and enjoyment thereof through unconsidered actions.

To the extent possible, potentially adverse situations have been addressed herein. If adverse situations arise that have not been addressed by these Protective Covenants, it is the intent of the Owners that the same approach and underlying policy be applied in considering any such matter. To that end the Owners hereby grant such authority as may be necessary to the person or persons selected for the resolution of disputes hereunder to apply these standards in all matters affecting the Neighborhood.

