



Return Address

Three Rivers, LLC  
803 Columbia Park Trail  
Richland, WA 99352

PLEASE PRINT OR TYPE INFORMATION

<p>Document Title(s) (or transactions contained therein):</p> <ol style="list-style-type: none"> <li>Covenants</li> <li></li> <li></li> <li></li> </ol>
<p>Grantor(s) (Last name first, then first name and initials)</p> <ol style="list-style-type: none"> <li>THREE RIVERS, LLC</li> <li></li> <li></li> <li></li> <li>Additional names on page ___ of document.</li> </ol>
<p>Grantee(s) (Last name first, then first name and initials)</p> <ol style="list-style-type: none"> <li>PUBLIC</li> <li></li> <li></li> <li></li> <li>Additional names on page ___ of document.</li> </ol>
<p>Legal description (abbreviated: i.e. lot, block, plat or section, township, range, qtr/qtr.) Short Plat No. 2459, Short Plat No. 2515 and Parcel No. 1.1088.100.0002.00 Records of Benton County, Washington</p> <p>Additional legal is on page <u>1</u> of document.</p>
<p>Reference Number(s) of documents assigned or release:</p> <p>(Additional numbers on page ___ of document(s))</p>
<p>Assessor's Property Tax Parcel/Account Number 1088.101.2459.001, 1088.101.2459.002, 1088.101.2459.003, 1088.101.2459.004, 1008.101.2515.001, 1088.101.2515.002 &amp; 1.1088.100.0002.</p>



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THREE RIVERS, LLC

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**DECLARATION OF CONDITIONS, PROTECTIVE COVENANTS AND RESTRICTIONS FOR SHORT PLAT NO. 2459, SHORT PLAT NO. 2515 AND PARCEL 1-1088-100-0002-000**

**ARTICLE I**

**Definitions**

Section 1.1 Property. The term "Property" shall refer to the real properties described as:

Short Plat No. 2459, as recorded in Volume 1 of Short Plats, Page 2459, records of Benton County, Washington, Short Plat No. 2515, as recorded in Volume 1 of Short plats, Page 2515, records of Benton County, Washington and Parcel No. 1-1088-100-0002-000, records of Benton County, Washington.

And such other recorded short plats made subject to the provisions of this instrument.

Section 1.2 Owner. The term "Owner" shall refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the property including contract sellers, but excluding those have such interest merely as security for the performance of an obligation.

Section 1.3 Developer. The term "Developer" shall refer to "Three Rivers, LLC".

Section 1.4 Lot. The term "Lot" shall refer to any separately or legally subdivided parcel within the area described in Section 1.1.

Section 1.5 Manufactured Homes. "Manufactured Homes: shall include mobile homes which meet the requirements of section 4.5.

**ARTICLE II**

Purpose

It is the intent and purpose of these covenants to assure the initial development of the Property in the form of individual small acreages with high quality residences where the future owners and their families may pursue small scale, part time agricultural and animal husbandry activities such as may be characterized by ownership and use of riding horses and 4H or FFA projects for young people. It is further the intent and purpose of these covenants to assure the orderly and eventual conversion of this Property into a high quality residential area which can be readily integrated with the anticipated growth of the adjacent community.

### ARTICLE III

#### Land Use

**Section 3.1 No Commercial or Business Activities.** No part of the Property shall be used to conduct any commercial or business activity except for agricultural activities incidental to residential uses.

**Section 3.2 Temporary Structures.** No trailer, tent, shack, garage, barn or other outbuilding shall be used on any Lot at anytime, either temporarily or permanently, as a residence.

**Section 3.3 Construction to be Completed Promptly.** The work of construction any improvement on a Lot shall be prosecuted with reasonable diligence so that the exterior of the improvement shall appear to be completed within nine months after the work on the improvement is commenced.

**Section 3.4 Maintenance of Lot.** Each Lot shall be maintained in a clean, neat and sanitary condition and shall be kept free of litter, junk, scrap autos, equipment, building materials and debris; except that the reasonable keeping of building material and equipment shall be permitted on a Lot during the construction of the improvements thereon for a reasonable time. All refuse shall be kept in suitable containers concealed from public view, which containers shall be regularly emptied and maintained. No trash shall be dumped or allowed to accumulate on any part of the Property. This includes excess excavation materials, which cannot be beneficially used for fuel, driveways or other construction purposes.

**Section 3.5 Nuisance and Illegal Activities Prohibited.** No noxious or offensive activity or thing shall be permitted on the Property. No Owner shall carry on any activity of any nature whatsoever on his Property that is in derogation or in violation of the laws and statutes of the State of Washington, and Benton County or other applicable governmental bodies.

**Section 3.6 Signage.** A reasonable sign advertising an improved Lot for sale or rent or disclosing the name of the Owner of the address of the Lot may be maintained on the Lot. No sign or advertising device for the sale of an unimproved Lot shall be permitted as long as Developer is actively selling lots anywhere in the entire development. Developer reserves the right to place advertising signs on the Property incident to Developer's sales. Displays and sales stands for products grown on the premises are not permitted.

**Section 3.7 Oil and Mining Operations.** No oil drilling, oil development operations, oil refining, quarry 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 or in any Lot.

**Section 3.8 Vehicle Repair and Maintenance.** There shall be no major overhaul or commercial repair work performed on automobiles or other vehicles.

**Section 3.9 Stored or Abandoned Vehicles and Equipment.** Any automobile or other vehicle deemed to be in inoperative condition in excess of ten (10) days and which causes an undesirable affect on 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 the estate may be held or accumulated on the Property.

**Section 3.10 Animals and Pets.** Pets shall include domesticated cats, dogs and birds. All other species shall be considered "animals", subject to the provisions of this section as set forth below. Pets shall not be allowed to roam from the premises of its Owner. Two dogs and two cats per Owner is the maximum allowed.

- 3.10.1 No more than two animals per acre of any species shall be permitted or maintained on any Lot at any time.
- 3.10.2 Any accessory building built for the purpose of housing animals shall be located at the rear of the Lot and not less than seventy-five (75) feet from any place of human habitation other than the Owner. All stables or livestock buildings and corrals and other impounding structures shall be kept in a sanitary and slightly manner. Every effort shall be made by each Lot Owner to prohibit the accumulation of animal wastes that could create noxious odors. All animals shall be kept within the boundaries of the Owner's ownership, except that horses may be removed to other lands for riding purposes.
- 3.10.3 If an Owner elects to dispose of a portion of his Lot and has met all requirements stated herein, the number of animals, birds, or similar small livestock shall be reduced in proportion to the area of such divisions. However, if such Lots are reduced to less than one-half acre, no livestock operations may be conducted thereon, except for household pets.

**Section 3.11 Vehicle Parking.** All vehicle parking will be off street parking. No parking of commercial vehicles of any kind or nature is permitted anywhere on the Property.

**Section 3.12 Trees.** No Popular or Russian Olive trees are permitted.

#### ARTICLE IV

##### Architectural Controls

**Section 4.1 Approval Required.** No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, heights, materials, and location

Of the same shall be submitted to and approved in writing as to harmony of external design in relation to surrounding structures and topography by Developer. If the Developer fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this section will be deemed to have been fully complied with. After Developer has sold 80% of all Lots this paragraph shall no longer apply unless the majority of all other Lot Owners choose to establish an Architectural Control Committee in which case its determination will be binding.

**Section 4.2 Accessory Buildings.** Garages, accessory buildings and outbuildings shall be of like materials as and located behind, the primary residence so as to harmonize with surrounding structures.

**Section 4.3 Height Restrictions.** No structure on the Property shall exceed a height of 22 feet. No trees or shrubs shall exceed a height of 30 feet.

**Section 4.4 Sight Distance at Intersection.** No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between three and ten feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street Property lines and line connecting them at points twenty-five (25) feet from the intersection of the street line or in the ease of a rounded property corner from the intersection of a street Property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

**Section 4.5 Manufactured Homes.**

- 4.5.1 Installation of the Manufactured Home must meet or exceed the installation requirements established by:

Benton County Planning and Building Department  
Building: Courthouse Annex  
5600 W. Canal Place, Suite C #105  
Kennewick, WA 99336

- 4.5.2 All manufactured homes must be dug-in with ribbon foundation (concrete strips) and tie downs.
- 4.5.3 Basements are allowed
- 4.5.4 All manufactured home units must be approved as "Super Good Cents" energy homes or equivalent by an applicable city or county agency.
- 4.5.5 The manufactured home must have a pitched roof and composition shingles.



- 4.5.5 The manufactured homes must have residential type siding of composite wood, grooved plywood, or lapped siding. (As installed by the manufacturer.)
- 4.5.6 Skirting on any manufactured home must not be metal, but concrete in appearance, such as block, or other similar material.
- 4.5.8 All manufactured homes shall be double wide or larger.
- 4.5.9 The hitch (tongue) of the manufactured home must be removed before final installation.
- 4.5.10 All manufactured homes shall be 1996 or newer.

Section 4.6 Minimum Dwelling Size. The minimum size of any dwelling placed on the premises, exclusive of garage or carport, shall be 1400 square feet.

ARTICLE V

Basements

Section 5.1 Utility Easements. The grantors for themselves their successors and assigns, dedicate easements for public utility purposes over the public utility easement strips as shown in the recorded short plat. Said Easements are hereby granted to maintain, construct, reconstruct and repair sewer lines, domestic water lines, telephone lines and lines for the delivery of electric energy as the same are constructed and installed at the time of the conveyance of each of the lots in said short plat; and whenever the uses of said easement shall cease, the same shall revert to the Owner of the land affected by said easement.

Section 5.2 Maintenance. The easement area of each lot and all improvements in it shall be maintained continuously by the Owners of the Lot, except for those improvements for which public authority or utility company is responsible. All Owners shall maintain free of weeds, clutter and other refuse, that portion of their property subject to road right of ways. If the Developer or Architectural Control committee, once established, determines that road right of ways are not being maintained within the spirit of these covenants, the Developer and/or Architectural Control Committee are authorized to perform reasonable and necessary maintenance at Owner's expense. The Developer and/or Architectural Control Committee will provide at least 30 days written notice of intention to perform maintenance work under this Section 5.2. The amount of any reasonable maintenance expense incurred by the Developer and/or Architectural Control Committee pursuant to this Section 5.2 shall be an obligation of the property Owner at the time the expense is incurred.

Section 5.3 Road Maintenance. And Whereas, Developer is going to sell various lots which have the shared use of the easement for Ingress to and Egress and desires to establish a procedure by which the lots may share the cost of maintaining the improvements on the easement to avoid future conflicts between the landowners.

Now Therefore, Developer, In consideration of binding future landowners and the mutual terms and conditions contained herein agrees as follows:

- 5.3.1 **Maintenance:** Once the access road has been built, the parties agree to maintain the shared portions of the access easement in its, as improved or better condition.
- 5.3.2 **Costs:** Once improved, the costs of maintenance shall be divided between the parties (lots) in proportion to the parcels owned by the parties, and each party agrees to promptly pay their respective portion within 30 days from when the costs of maintenance are incurred.
- 5.3.3 **Majority:** The parties hereto agree that before any maintenance work is performed on or to the access easement, that the parties shall confer with each other. The final decision in regards to maintaining the road shall be decided by vote with each party having one vote for each lot owned by him or her and the majority of votes cast for a proposition shall determine the action taken to maintain the road.

The access easement once improved, shall not be improved beyond its then condition without a unanimous decision being cast on such proposition. However, once improvements have been made to the access easement, its then existing condition may be maintained by decision of the parties based upon a simple majority of the votes cast. For purpose of this agreement, majority shall be the greatest number of votes cast for a proposition by those owners of lots present at the meeting.

- 5.3.4 **Meetings:** Meeting dates, times and places shall be established by agreement of the parties hereto. In the event agreement cannot be reached regarding the date, times and place of the meetings, then a vote shall be taken and the majority of votes cast shall prevail. Each party shall be notified by the majority of the date, time and place of meetings.

Nothing shall prevent the parties hereto from holding meetings if they are agreed upon by all the parties hereto.

- 5.3.5 **Binding Effect:** This Agreement shall be binding upon each of the parties hereto, their heirs, successors, administrators and assigns.
- 5.3.6 **Additional Usage:** It is the contemplation of the parties in entering into this agreement that this access easement is to be used by them, their families and occasional visitors. This agreement does not take into consideration any greater or expanded usage. In the event that circumstances of the parties hereto should change requiring a greater or expanded use of the access easement, then and in that event the parties shall discuss and modify, if appropriate, this agreement.
- 5.3.7 **Disputes:** In the event of any dispute arises between the parties hereto, their successors or assign in the interpretation or implementation of this agreement said dispute shall be submitted to binding arbitration as follows:



- 5.3.7.1.1 The parties agree to select an arbitrator and otherwise conduct and arbitration in accordance with Washington law (RCW 7.04) and the rules of the American Arbitration Association.
  - 5.3.7.1.2 The arbitrator has authority to settle all points and controversies in the above-described dispute and award appropriate relief. The arbitrator shall be the judge of the admissibility of the evidence offered by the parties and conformity to legal rules of evidence shall not be necessary.
  - 5.3.7.1.3 The parties agree to equally split the total costs of the arbitration with the arbitrator having the ability to assess the total costs against one party as part of the award. Costs for an Internal appeal will be paid in accordance with the Rules of Arbitration.
  - 5.3.7.1.4 The parties contract and agree that they will be legally bound by the award and that judgment may be entered on such an award. If any party fails to proceed with arbitration, fails to comply with an award or unsuccessfully challenges an award, that party must pay all of the other party's costs of suit including reasonable attorney's fees incurred to enforce or defend such an award, and legal interest on the amount awarded.
  - 5.3.7.1.5 The parties acknowledge that this document substantially affects their legal rights. By agreeing to arbitration this dispute, the parties give up their legal right to bring a court action and have a jury trial.
- 5.3.8 Developer may add additional lots to this agreement by a written declaration signed by Developer and providing the legal description of the property added to this agreement and such declaration shall be recorded with the Benton County Auditor.

## ARTICLE VI

### General Provisions

**Section 6.1 Enforcement.** Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, obligations and reservations now or hereafter imposed by the provisions of this Declaration.

**Section 6.2 Attorney Fees.** Should any party employ an attorney or attorneys to enforce any of the provisions hereof or any further agreement called for by this Agreement, or to protect its interest in any manner arising under this Agreement or to recover damages for breach of this Agreement, the party prevailed against in any final judgment agrees to pay the other party all reasonable costs, charges, expenses, including attorney's fees, expended or incurred in connection therewith.

**Section 6.3 Severability.** Invalidation of any one of these covenants or restrictions by judgment or court shall in no way affect any other provisions which shall remain in full force and effect.



Section 6.4 Amendment. This Declaration may be amended by an instrument signed by Owners of not less than eighty percent (80%) of the Property described in Exhibit "A". Any amendment must be recorded.

DATED this 13 day of October, 2000.

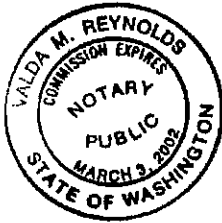
  
Michael C. Fowler, Partner  
Three Rivers, LLC

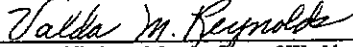
  
Karen D. Freeman, Partner  
Three Rivers, LLC

STATE OF WASHINGTON, )  
  )ss.  
County of Benton      )

On this date personally appeared before me Michael C. Fowler and Karen D. Freeman, to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13<sup>th</sup> day of Oct, 2000.



  
Notary Public in and for the State of Washington,  
residing at Benton City  
My appointment expires: March 3, 2002