

Return Address

Name LOREN SHARP

Address 2603 WILLOWBROOK AVE

City, State, Zip RICHLAND WA 99352

BENTON-FRANKLIN TITLE CO.

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

14.00

- 1.
- 2.
- 3. COVENANTS, CONDITIONS, AND RESTRICTIONS
- 4.

Reference Number(s) of Documents assigned or released:
(on page _____ of document(s))

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

- 1.
- 2. SOUTH HAVEN HOMEOWNERS ASSOCIATION
- 3.
- 4.
- 5. Additional names on page _____ of document.

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

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

Legal description (abbreviated: i.e. lot, block, plat or section, township, range) *PLAT OF SOUTH HAVEN*

Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number

Additional legal is 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.

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM (Cover Sheet)



**COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE PLAT OF
SOUTH HAVEN ESTATES,
BENTON COUNTY WASHINGTON**

THIS DECLARATION is made on the date hereinafter set forth by the undersigned owners of the real property commonly known as the Plat of South Haven , records of Benton County, Washington.

WITNESSETH:

WHEREAS, the Plat of South Haven contains 63 separately platted residential lots;

WHEREAS, 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. 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.
- B. Developer. The term "Developer" shall mean and refer to Loren K. Sharp and Teresa A. Sharp.
- C. Homeowners Association. As shown in Section Six, paragraph A.

SECTION TWO

REAL PROPERTY

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to the declaration is located in the City of Richland, County of Benton, State of Washington, and legally described as the Plat of South Haven, as recorded in Volume 15 of Plats, Page 112, records of Benton County, Washington.

SECTION THREE

BUILDING AND DESIGN COMMITTEE

- A. Creation of Building and Design Committee. There shall be created a Building and Design Committee, which shall be responsible for reviewing the plans for all proposed new construction, additions, or modifications. 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. Such committee shall allow the greatest possible latitude and flexibility in the design of



- homes to be built on the lots within South Haven subdivision, and shall not discourage new or innovative design concepts or ideas.
- B. Composition of Building and Design Committee. The Building and Design Committee shall consist of the Developer and Builder of South Haven and shall become the Homeowners Association responsibility when the Committee deems fit to transfer the responsibilities.
 - C. Submission of Plans. Any property owner seeking to construct 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. A modification of the home exterior will include decks, hot tubs, patios, pools, fencing, and similar alterations. Construction of new structures includes equipment and material housing, dog runs, gazebos, arbors associated with landscaping, and other similar construction.
 - D. Approval of Plans. No construction, change, modification, or alteration for which plans are to be submitted to the Building and Design Committee pursuant to Paragraph C, immediately 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. In the event the Building and Design Committee fails to approve or disapprove such plans within thirty (30) days after such plans and specifications have been submitted, approval will not be required and full compliance with this section of the declaration will be deemed to have occurred.
 - E. Liability of Committee and Homeowner for Compliance. In spite of the foregoing provisions, the Building and Design Committee shall have no affirmative obligation to be certain that all elements of the design comply with the restrictions contained in this declaration, and no member of the Building and Design Committee 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 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.
- B. Building Site. Each residential lot as shown on the face of the plat or any modifications or adjustments thereto, shall be considered a separate building site. More than one lot may be used for a single residential structure.
- C. Dwelling Site Restriction. Any two-story home constructed on a lot shall have a minimum on the ground floor of 900 square feet, exclusive of porches, decks, and garages. All single story homes shall be at least 1,500 square feet. All homes shall have a minimum of a two-car garage attached.



- D. Residence Restrictions. No trailer, tent, shack, garage, barn, or other outbuildings shall at any time be used as a residence, temporarily or permanently, on any building site.
- E. Substantial Completion of Construction. Any construction commenced on any house as provided in this declaration shall be substantially completed, including, but not limited to, all painting, within twelve (12) months from the date such construction is commenced, unless good cause for an extension of this time period is shown by the homeowner.
- F. 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.
- G. Compliance with Applicable Building Codes. All buildings and improvements shall be constructed in compliance with the pertinent zoning and building codes for the city of Richland, 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 Richland, or as shown on the recorded plat of the subdivision, whichever is more restrictive.
- H. Roofing Material. All roofing shall be concrete tile or composition twenty-five (25) year Laminated "Elk" Brand Premium Roofing or equal. Roofing materials shall be of an earthtone hue. The Building and Design Committee must approve any exceptions.
- I. Roof Design. Flat roofs are prohibited. Minimum required pitch should be 4-12.
- J. Exterior Siding. The street side(s) of all homes including the garage shall be horizontal lap siding or other materials approved by the Building and Design Committee.
- K. Wire and Utility Height Restrictions. All lines or wires for telephone, power, cable television, or otherwise shall be placed underground and no such wires shall show on the exterior of any building unless the same shall be underground or in a conduit attached to a building. No television or radio antenna or aerial shall be installed that has a height in excess of twenty (8) feet above ground for the properties described in Exhibit "A" attached to this declaration. For this purpose, the ground level shall be determined by using the same ground level as is used for determining the maximum height restriction for houses to be constructed on the property under the then-prevailing zoning and building restrictions. Such ground level shall apply whether or not the antenna or aerial is located above the roofline of the residence.
- L. Exposed Mechanical Equipment. Heat pumps, propane tanks, solar devices, chimney flues, hot tub pumps, swimming pool 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.
- M. Driveways. All driveways shall be constructed of concrete or concrete aggregate or material approved by The Building and Design Committee.
- N. Restrictions on Construction of Fences. No fences shall be constructed except after approval and review by the Building and Design Committee, and all fences shall be designed and constructed so as to be compatible with the neighborhood. All fences shall be designed and constructed so as to not constitute a nuisance or offensive effect on other persons residing within the subdivision and no fencing shall extend past the front of the home.

- O. Nuisance and Use Restrictions. No noxious, illegal, or offensive use of property shall be permitted 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 day schools, nurseries, or 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. Vehicle Storage Restrictions. No boat, boat trailer, house trailer, horse trailer, automobile, recreational vehicle, truck, or other vehicle, or any part thereof shall be stored or permitted to remain on any residential lot unless the same is stored or placed in a garage or fully-enclosed space, except for temporary storage for a period not to exceed thirty (30) consecutive days in duration, with such temporary occurrences not to exist more than two (2) times in any one calendar year.
- R. Mailbox/Postal Box Design and Maintenance Restrictions. All mailboxes and mailbox holders shall be of a standard design accepted by the building and 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.
- S. Livestock Restrictions. No animals, livestock, or poultry shall be raised, bred, or kept on any lot of the subdivisions for commercial purposes.
- T. Yard. All homesites shall have front yard landscaping. This is to be done within sixty (60) days after completion of home, except when weather does not permit.

IRRIGATION SYSTEM

The irrigation pump and distribution system of South Haven shall remain under ownership of the Developer, unless transferred to a validly formed irrigation district.

Until such time as the Developer transfers ownership of the irrigation system, each owner shall pay directly to the Developer an assessment of One Hundred dollars (\$100.00) per lot per year for maintenance and operation of the system. The assessment may be increased annually to reflect increased costs of operation. Amounts due to the Developer shall constitute a lien against each lot enforceable in the same manner as a mortgage.

In the event legal proceedings are commenced to collect any irrigation assessment, or if the services of an attorney are retained in connection therewith, the non-paying owner or owners shall be obligated to pay all costs incurred, plus reasonable attorney fees.

SECTION SIX

MISCELLANEOUS AND GENERAL PROVISIONS

- A. Homeowners Association. The Developer of South Haven may at his option and at such time as he deems appropriate, select a temporary board of three (3) to five (5) persons who own or are purchasers of lots in South Haven . This temporary board shall have the full authority and all the rights, responsibilities, privileges, and duties to represent the Homeowners of South Haven. Within two (2) years of the appointment of the temporary board, replacement officials will be elected from the property owners.

Membership – Every person or entity who is an owner of any lot shall become a member of the homeowner's association. Members shall be entitled to one vote for each lot owned. Decisions will be made by majority vote.

- B. Modification of Restriction. By written consent of ninety percent (90%) 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.
- C. Severability Clause. The association shall, at all time, observe all of the laws, regulations, ordinances, and the like of the City of Richland, County of Benton, State of Washington, and of the United States of America, 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, and the like shall become null and void, but no other part of this declaration not in conflict therewith shall be affected thereby.
- D. Termination of Declaration, Covenants, Conditions & 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 ninety percent (90%) 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.
- E. Covenants, Conditions & Restrictions 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 in Exhibit "A", 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.
- F. Standing to Enforce Terms of Declaration. Any lot owner, or the association, may maintain any legal proceedings to compel or enforce any of the terms and conditions of this declaration.



IN WITNESS WHEREOF, the undersigned, acting as the President of SOUTH HAVEN Homeowners Association has caused this declaration to be executed at Kennebec on the date indicated below.

Dated this 9th day of May, ~~1999~~ ²⁰⁰⁰.

Loren K. Sharp
LOREN K. SHARP

Teresa A. Sharp
TERESA A. SHARP

STATE OF Washington)
COUNTY OF Benton)
SS

I certify that I know or have satisfactory evidence that Loren K. Sharp & Teresa A. Sharp the person S who appeared before me, and said person they acknowledged that they signed this Instrument and acknowledged it to be free and voluntary act for the uses and purposes mentioned in this Instrument.

Dated: May 9, 2000

Carol Andrews
Notary Public for and for the State of Washington
Residing at Heppner, OR
My appointment expires: 10/31/02