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**DOCUMENT TITLE(s) (or transactions contained therein:)**

1. Declaration of Covenants, Conditions and Restrictions for Sterling Estates – Phase Four.

**REFERENCE NUMBER(s) OF DOCUMENTS ASSIGNED OR RELEASED:**

**GRANTOR(s) (Last name first, then first name and initials)**

1. CADD Development, Inc.

**GRANTEE(s) (Last name first, then first name and initials)**

1. Sterling Estates

**LEGAL DESCRIPTION (abbreviated: i.e. lot, block, plat or section, township, range)**

The Plat of Sterling Estates, Phase Four, as recorded in Volume 15 of Plats, page 242 Records of Benton County, Washington

**ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER**

105892011997006

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  
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
STERLING ESTATES – PHASE FOUR**

The undersigned declare that the real property hereafter described shall be held, sold, conveyed and developed subject to the following covenants, conditions and restrictions.

**I  
Definitions**

A. **Association.** The term "Association" shall mean and refer to Sterling Estates Homeowner's Association, a Washington non-profit corporation.

B. **Owner.** The term "Owner" shall mean and refer to the record owner, or owners, 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 CADD Development, Inc., a Washington corporation.

**II  
Property Subject of This Declaration**

The real property subject of this declaration is located in Kennewick, Benton County, Washington, and legally described as follows:

The Plat of Sterling Estates, Phase Four, as recorded in Volume 15 of Plats, page 242 Records of Benton County, Washington.

Developer reserves the right to amend the above legal description to incorporate future phases of Sterling Estates. Upon recording of a duly executed amendment to this Declaration, said additional properties shall be subject to the same covenants, conditions, and restrictions as hereinafter imposed. An amendment solely for the purpose of adding additional phases shall not require the consent of other Owners and may be made and executed solely by Developer or Developer's assigns.



**III**  
**Homeowner's Association**

**A. Creation of Homeowner's Association.** Sterling Estates Homeowners Association, a Washington non-profit corporation has been created to manage, administer and enforce the covenants, conditions and restrictions herein created.

**B. Automatic Membership.** Each Owner of property within Sterling Estates – Phase Four, shall automatically become a member in the Association at such time as an ownership interest is acquired.

**C. Operation and Management of Association.** Sterling Estates Homeowners' Association, shall operate pursuant to the authority created by its Articles of Incorporation and duly adopted Bylaws.

**D. Assessments.** By accepting ownership of property within Sterling Estates – Phase Four, each Owner agrees to pay such assessments as may be levied by the Association for the maintaining or improving the common area or property deeded to the Association by the Developer or their assigns. Such assessments shall be determined annually by the Board of Directors and assessed equally among all effected lot Owners. If any assessment is unpaid within thirty (30) days after it has become due, the same shall constitute a lien against the lot assessed and shall bear interest at the rate applicable to judgments. The Association shall have the power to bring suit against any Owner for unpaid assessments and to enforce the lien created herein by foreclosure in the same manner provided for mortgages on real property. If it should be necessary to employ an attorney to assist in the collection of any unpaid assessments, or to enforce the lien against any lot by virtue of an unpaid assessment, the Association shall be entitled to recover its reasonable attorney's fees and costs.

**E. Maintenance Agreement – City of Kennewick.** It is contemplated that the developer will be required, as a condition of platting, to enter into a maintenance agreement with the City of Kennewick, obligating the developer to the installation and perpetual maintenance of certain landscaping, common areas, ingress and egress easements, street trees, and other commonly shared usage property. It is understood and agreed that the association will enter into and accept an assignment of responsibilities pursuant to said maintenance agreement and will execute any documents necessary to accomplish this assignment. The obligations contained in any such maintenance agreement shall be and become the responsibility of the homeowner's association.

## IV Architectural Control

A. **Creation of Architectural Control Committee.** The Board of Directors for Sterling Estates Homeowners Association will establish an Architectural Control Committee (ACC) which shall be responsible for reviewing the plans for all proposed new construction, additions, or modifications. The ACC shall be responsible to ascertain that the plans and subsequent construction within Sterling Estates meets the minimum building requirements set forth in this Declaration. The committee shall allow reasonable latitude and flexibility in the design of homes to be built on lots in Sterling Estates and shall not discourage new or innovative design concepts or ideas.

B. **Composition of Architectural Control Committee.** The Architectural Control Committee shall consist of three (3) individuals. Membership on said committee shall be determined annually by the Association's Board of Directors. So long as the Developer owns any property in Sterling Estates – Phase Four, or any adjoining subdivision, Developer shall be entitled to appoint a minimum of two (2) members to the ACC.

C. **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 ACC for review. A modification of the home exterior will include decks, hot tubs, patios, pools, and similar alterations. Construction of new structures includes fencing, equipment and material housing, dog runs, gazebos, arbors associated with landscaping, and other similar construction. Until the Sterling Estates Architectural Control Committee has been created, all submittals shall be made to the Developer.

D. **Submittals Required for Architectural Control Committee Approval.** The following items shall be submitted to the Architectural Control Committee for approval. The ACC may request additional material to be submitted at its discretion:

i. Site plan showing the lot boundary and the proposed location of all improvements, including all structures, driveways, sidewalks, fences, outdoor lighting, etc. All easements and proposed setbacks shall be shown. Proposed grading and drainage away from the proposed residence and adjacent lots shall be indicated.

ii. Floor plans designating the square feet per floor and total finished square feet (exclusive of garages, covered patios, storage areas, etc.)

- iii. Elevations depicting front, rear and side elevations including proposed material finish descriptions.
- iv. Specifications describing the materials and finishes proposed for both the interior and exterior construction.
- v. Landscaping plan, including layout of plant types and sizes.
- vi. Colors proposed for all exterior finishes, including paint color, brick, stone, rock and stucco finishes. Exterior colors shall be earth tone exterior colors.

**E. Approval of Plans.** No construction, change, modification, or alteration for which plans are to be submitted, shall commence until the plans and specifications as above described have been submitted to and approved in writing by the ACC. Approval will be based upon factors set forth below. In the event the ACC 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 provided that such plans and specifications are in compliance with the general building restrictions herein stated.

**F. Liability of Committee and Homeowner for Compliance.** In spite of the foregoing provisions, the ACC 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 ACC 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 ACC and each of its members on account of any activities of the ACC relating to such owner's property or buildings to be constructed on his or her property.

**V  
BUILDING AND USE RESTRICTIONS**

**A. Family Residential.** All lots within Sterling Estates – Phase Four shall be known as residential lots and shall be used for that purpose only, and construction shall be restricted to residential houses and related improvements. Group homes, or similar non-family living arrangements shall not be permitted.

B. **Commercial Uses Prohibited.** No business uses or activities of any kind whatsoever shall be permitted or conducted in Sterling Estates. Nor shall any residential lot be used for a trade, business, or religious activity including day schools, nurseries or church schools.

C. **Residential Lot Size.** More than one lot may be used for a single residential structure.

D. **Dwelling Size Restrictions.** All homes shall have a minimum of 1400 square feet of finished space exclusive of basement, garages, storage rooms, covered patios, etc. All multi-level homes shall have a minimum of 1800 square feet and no less than 1200 square feet on main level. Exterior wall shall be limited to 16 feet flat expanses across front except for garages up to 24 feet expanses on homes up to 1800 square feet. Expanses on houses over 2000 square feet can be changed at discretion of the ACC Committee.

E. **Detached Storage Facilities.** Detached storage facilities shall be of the same construction, finish, and color, as approved for the house. Any detached storage over 150 square feet needs to be approved by ACC.

F. **Temporary Structures.** 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.

G. **Exterior Finishes and Colors.** All homes shall be required to incorporate brick, stone, or stucco in the exterior finish. Architectural and aesthetic balance shall be a primary concern in determining how much brick, stone, or stucco will be required; however, the front exterior elevation shall have no less than 15% brick, stone, or stucco excluding windows and doors. Cardboard sidings by Masonite, Louisiana Pacific, Georgia Pacific, or equal of the following types are permitted: 4" reveal cottage horizontal lap; 6" reveal cottage horizontal lap; 6" full lap; 8" full lap. Siding applies to front and street side on corner lots.

H. **Garages.** Interiors of garages shall be sheet-rocked. A four-car garage is the maximum allowed. The intent of this provision is to prevent the garage from being used solely as a storage or workshop location.

I. **Roofing.** Roofs shall be architectural 30-year grade or higher quality. Only dark brown, gray or black colors are permitted. Unless otherwise approved by the ACC as compatible with a particular design or style, the minimum pitch for roofs shall be 5/12. Broken roof lines are encouraged and required. Mixing of different roof pitches on the



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same elevation is discouraged. Roof vents and other ventilation pipes shall be located on the rear elevations, except where impractical, and shall otherwise be installed in an inconspicuous location and manner.

J. **Landscaping.** Landscaping in front and side yards, including underground sprinkler system, must be complete before initial occupancy. Backyards shall be landscaped with sprinklers within 180 days of occupancy. Only sod is permitted on front yards. Seed and hydro-seed are permitted on side and rear yards.

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 eight (8) feet above ground.

L. **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.

M. **Basketball Equipment.** Basketball backboards shall not be permitted on the roof or walls of the dwelling.

N. **Driveways and Parking Strips.** All driveways and parking bays shall be constructed of concrete, concrete aggregate, brick, or asphalt unless written approval for the use of some other material is given by the ACC.

O. **Restrictions on Construction of Fences.** All fences shall be 4 to 6 feet high, unless otherwise approved by the ACC. Transition in fence height from 4 feet to 6 feet shall be accomplished by stepping, not angling the fence top. Acceptable material — masonry, wrought iron, and cedar — or approved by ACC.

P. **Lights.** No spotlights, flood lights or other high intensity lighting shall be placed or utilized upon any lot or any structure erected thereon which in any manner will allow light to be unreasonably directed or reflected on any other lot.

Q. **Substantial Completion of Construction.** Any construction commenced on any lot shall be substantially completed, including landscaping and painting, within nine (9) months from the date such construction is commenced.



R. **Signs.** No sign of a commercial nature, except for one "For Rent" or one "For Sale" sign per Lot of no more than five (5) square feet, shall be allowed. Also Developer/Builder signs will be accepted. During the developing and building, the Developer will be allowed unrestricted signage.

S. **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.

T. **Nuisance.** 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 unsightly objects or nuisance shall be erected, placed or permitted on any lot.

U. **Garbage, Rubbish and Storage Areas.** Each lot shall be maintained free of rubbish, trash, garbage or other unsightly items. No garbage, trash, or other waste materials shall be burned on any lot. Garbage cans, clotheslines, woodpiles and areas for the storage of equipment and unsightly items shall be kept screened by adequate fencing or screening.

V. **Vehicle Restrictions.** No vehicle, wagon, trailer, camper, mobile home or boat of any type which is abandoned or inoperative shall be stored or kept on any lot or in front of any lot. No commercial vehicle, camper, boat, trailer, mobile home or recreational vehicle or similar type vehicle shall be parked in front of a lot or in a front driveway. Commercial vehicles shall not include sedans or standard size pickup trucks which are used for both business and personal use, provided that any signs or markings of a commercial nature on such vehicle shall be unobtrusive and inoffensive. Parking on the street shall be limited to 72 hours. Vehicles parked or abandoned in violation of these provisions may be removed at Owner's expense.

W. **Animals.** No animals, livestock or poultry shall be raised, bred or kept on any lot, except customary household pets such as dogs, cats and household birds, in such number and type as will not create a nuisance or disturb the health, safety, welfare, or quiet enjoyment of the other Owners. All household pets shall be kept under reasonable control at all times. All animal wastes must be promptly disposed of in accordance with applicable city or county regulations. Upon the written request of any Owner, the Association may determine whether a particular animal constitutes a customary household pet or is a nuisance, or whether the number of household pets is reasonable. Any decision rendered by the Association shall be final.



X. **Leasing.** The Owners of lots shall have the right to lease their respective lots and the dwellings thereon provided that any such lease is in writing and is specifically made subject to the covenants, conditions, restrictions, limitations and uses contained in this Declaration, and any reasonable rules and regulations published by the Association. Any Owner who leases his/her lot shall provide notice to the Association which notice shall include the tenant's name, the number of occupants, the date the lease commences and the date the lease will terminate.

**VI  
DISPUTE RESOLUTION**

In the event of any claims or disputes arising out of this Declaration, the owners hereby agree to submit the same to binding arbitration at a location to be mutually agreed upon in Benton County, Washington. In the event the owners are unable to agree upon an arbitrator, or location, the same shall be selected by the presiding judge for the Benton County Superior Court at the request of either party. The mandatory arbitration rules, as implemented in Benton County Superior Court, shall be binding as to procedure. The prevailing party in any such dispute shall be entitled to recover reasonable attorneys' fee.

**VII  
MISCELLANEOUS AND GENERAL PROVISIONS**

A. **Amendments.** By written consent of ninety percent (90%) of all of the lot owners, this Declaration may be modified or amended by recording of a written instrument indicating terms of any amendment or modification. In no event, however, shall this Declaration be modified or amended to allow building standards which are less restrictive than provided herein, nor shall termination of this Declaration prohibit the enforcement of the minimum building standards provided herein.

B. **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 and inure to the benefit of the owners of the properties in Sterling Estates, 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.

C. **Standing to Enforce Terms of Declaration.** Any lot owner, or its successors or assigns may maintain any legal proceeding to compel or enforce any of the terms and conditions of this declaration. Venue for such action shall be placed in Benton

