

FRANKLIN COUNTY RECORDING
Cover Sheet

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JOHN AND ANITA FARRELL

Return Address:
5313 W. COURT ST.
PASCO, WA 99301

FORM COMPLETED BY: Anita B. Farrell PHONE # 545-9917

PLEASE PRINT OR TYPE INFORMATION:

Document Title(s) (or transactions contained therein): 1. <u>Covenants, Conditions, and Restrictions For The Farrell 2nd</u> 2. <u>Addition, Franklin County, Washington</u> 3.
Grantor(s) (Last name first, first name, middle initials): 1. <u>Farrell, John A JR.</u> 2. <u>Farrell, Anita B.</u> 3. 4. <input type="checkbox"/> Additional names on page _____ of document.
Grantee(s) (Last name first, first name, middle initials): 1. <u>Public</u> 2. 3. 4. <input type="checkbox"/> Additional names on page _____ of document.
Legal description (abbreviated: ie. lot, block, plat or section, township, range, qtr./qtr.) <u>The Farrell 2nd Addition</u> <input type="checkbox"/> Additional legal is on page _____ of document.
Auditor's Reference Number(s) Include Year(s) of document(s) assigned or released: <input type="checkbox"/> Additional names on page _____ of document.
Assessor's Property Tax Parcel/Account Number <input type="checkbox"/> Property Tax Parcel ID is not yet assigned. <input type="checkbox"/> Additional parcel numbers 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.

EMERGENCY NONSTANDARD REQUEST

I am requesting an emergency nonstandard recording for an additional fee of \$50.00 as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature _____

Date _____

COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
THE FARRELL 2nd ADDITION, FRANKLIN COUNTY, WASHINGTON

THIS DECLARATION is made on the date hereinafter set forth by the undersigned owners of the real property commonly known as the Farrell 2nd Addition, records of Franklin County, Washington.

WITNESSETH:

WHEREAS, Farrell Addition, "the property" herein described is currently planned for 7 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. 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 JATZ Distributing L.L.C. (John A. Farrell Jr. and Anita B. Farrell Members)

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 Franklin, State of Washington, and legally described as the Farrell 2nd Addition, as recorded in Volume _____ of Plats, Page _____ Records of Franklin 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 in the subdivisions 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 three (3) property owners within Farrell 2nd Addition. Membership on said committee shall be determined annually at a meeting of property owners in Farrell 2nd Addition. The Developer shall call the initial meeting. Thereafter the President of the Committee shall give written notice of the annual meeting of property owners at which the committee will be selected by majority vote of those property owners present.

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 Building and Design Committee for review. A modification of the home exterior will include decks, hot tubs, patios, pools, 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 II below. 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.



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. No manufacturing or commercial activities shall be permitted on any lot.

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 Size Restrictions. Any home constructed on a building site shall have a minimum first floor living area of 1700 square feet, exclusive of one-story open porches, decks and garages, of not less than two thousand (2,000) square feet for any multi-level dwellings.

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 ten (10) 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, provided that such sign does not exceed the typical small real estate sign size. Reasonable Holiday decorations and tasteful political signs shall be allowed during their respective reasonable and contemporary seasons.

G. 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.

H. 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 Franklin, 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 County of Franklin, or as shown on the recorded plat of the subdivision, whichever is more restrictive.

I. Roofing Material. All roofing material shall be limited to either cedar shakes, cedar shingles, earth tone concrete tile, Pabco Premier SG-25 (or equivalent) or--other material as approved by the architectural committee. The Building and Design Committee shall approve all roofing material.

J. Roof Design. Flat roofs are prohibited. Minimum required pitch shall be 4-12.

K. Exterior Siding. Exterior siding on the street side of all residences (including garages) shall be twenty percent (20%) of brick, stucco, stone or similar as approved by the Building and Design Committee and shall be continued a minimum of eighteen (18") around each corner. Corner lots shall have two street sides both of which must have siding in accordance with this paragraph.

L. 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 (20) 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. No antenna or greater than eighteen inch (18") diameter satellite dish shall be permitted without approval of the Building and Design Committee.

M. 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.

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

O. Restrictions on Construction of Fences. No fence 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.

P. 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 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.

Q. 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.

R. Vehicle in Disrepair. No owner shall permit any vehicle owned by him, her or it, or by any member of his or her family or by any acquaintance, and which is in an Extreme State of Disrepair, to be abandoned or to remain parked upon any street within the Development in excess of forty eight (48) hours. Should any such property Owner fail to remove such vehicle within two (2) days following the date on which such notice is mailed to him, or her by the Acting President of the Building and Design Committee informing him, her, or it of a violation of this provision, The Acting President may have such vehicle removed and charge the expense of removal to said property Owner in accordance with the provisions of the immediately preceding paragraph. For purposes of this section, a vehicle shall be deemed to be in an "Extreme State of Disrepair" when, in the sole opinion of the Acting President of the Building and Design Committee, a vehicle's presence offends the reasonable sensibilities of any of the occupants of the Development.

S. 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. 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.

T. Livestock Restrictions. No animals, livestock, or poultry shall be raised, bred, or kept on any lot of the subdivision for commercial purposes. Domesticated cats and dogs, not to exceed a total of three (3) are permitted.

U. Manufactured Homes Prohibited. Erection of a manufactured home, mobile home, or modular home (by whatever name) on any Lot is expressly prohibited.

SECTION FIVE

MISCELLANEOUS AND GENERAL PROVISIONS

A. Modification of Restrictions. 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.

B. Severability Clause. The association shall, at all time, observe all of the laws, regulations, ordinances, and the like of the County of Franklin, 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 life shall become null and void, but no other part of this declaration not in conflict therewith shall be affected thereby.

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 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 Franklin County Auditor, County of Franklin, 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 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



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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 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 Developer of the Farrell 2nd Addition and President of the Building & Design Committee has caused this declaration to be executed at on the date indicated below.

Dated this day of, 2004.

JOHN A. FARRELL JR. (Member)

ANITA B. FARRELL (Member)