

COVENANTS, CONDITIONS, AND RESTRICTIONS FOR

THE COURTYARD AT LINCOLN MEADOWS

BOBBIE GAGNER
BENTON COUNTY AUDITOR

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, or their assigns.

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 City of Kennewick, County of Benton, State of Washington, and is legally described as set forth on Exhibit "A" attached hereto.

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

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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 The Courtyard at Lincoln Meadows. Membership on said committee shall be determined annually at a meeting of property owners in The Courtyard at Lincoln Meadows. The initial meeting shall be called by the Developer. 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 IV 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 provided that such plans and specifications are in compliance with the requirements with Section IV below "Building and Use Restrictions."

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 site framed, 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 Size Restrictions. Any home constructed on a building site shall have a minimum ground floor living area of (1,200) square feet, exclusive of porches, decks and garages. Total finished living space shall not be less than two thousand (2,000) square feet for any dwelling.

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 nine (9) 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. 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 City of Kennewick, County of Benton, 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 City of Kennewick, or as shown on the recorded plat of the subdivision, whichever is more restrictive.

I. Roofing Material. All roofing material shall be limited to 40-year composition, tile (synthetic or masonry), wooden shakes or shingles. No "woodruff" type materials are permitted.

J. Roof Design. Flat roofs are prohibited. Minimum required pitch shall be 4-12, unless there is prior written approval by the Building & Design Committee.

K. Exterior Siding. Exterior siding on the street side of all residences (including garages) shall be at least 20% (exclusive of door and window areas) brick, stucco, stone or similar as approved by the Building and Design Committee. 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 eight (8) feet above ground. 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.

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, brick,

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 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. Where fencing crosses irrigation easements, movable fence sections shall be constructed to permit easement access for construction and maintenance.

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. Group homes or similar non-family living arrangements shall not be permitted.

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 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.

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

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repair at all times.

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T. Livestock Restrictions. No animals, livestock, or poultry shall be raised, bred, or kept on any lot of the subdivision for commercial purposes.

SECTION FIVE

IRRIGATION SYSTEM

The irrigation pump and distribution system of The Courtyard at Lincoln Meadows shall remain under ownership of the Developer, or assigns, 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 \$60.00 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 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. Modification of Restrictions. By written consent of ninety percent (90%) of all of the lot owners, these Covenants may be modified or amended by recording of a written instrument indicating terms of any amendment or modification, further indicating compliance with this section. In no event, however, shall these covenants be modified or amended to allow building standards which are less restrictive than provided herein nor shall termination of these declarations, covenants, conditions, and restrictions, as provided in the Subsection B below, prohibit the enforcement of the minimum building standards provided herein.

B. 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

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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.


C. 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 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.


D. Standing to Enforce Terms of Declaration. Any lot owner, or South Kennewick Investors, a Washington partnership, or its successors or assigns, as owners of the real property immediately adjacent to the north, as intended third-party beneficiaries of these covenants, 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 County, Washington, and the prevailing party shall be awarded their attorney's fees and costs as additional judgment.

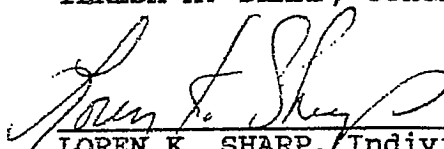
IN WITNESS WHEREOF, the undersigned, owners of the property subject hereof, cause this declaration to be executed at Richland, Washington, on the date indicated below.


Dated this 24 day of July, 1995.

THE COURTYARD AT LINCOLN MEADOWS, L.P.


LOREN K. SHARP, General Partner


TERESA A. SHARP, General Partner


LOREN K. SHARP, Individually


TERESA A. SHARP, Individually

STATE OF WASHINGTON
COUNTY OF BENTON } ss

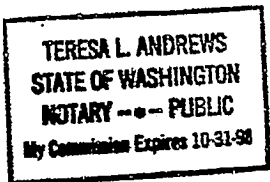
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I certify that I know or have satisfactory evidence that Loren K Sharp and Teresa A. Sharp

They the person S who appeared before me, and said person S acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: July 24, 1995



Teresa L Andrews
Notary Public in and for the State of Washington
Residing at Kennewick
My appointment expires: 10/31/98
Teresa L Andrews

State of Washington
County of Benton

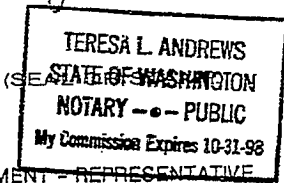
I certify that I know or have satisfactory evidence that Loren K. Sharp and Teresa A. Sharp is the

person who appeared before me, and said person ^{they} acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the General Partners

of The Courtyard at Lincoln Meadows, L.P. to be the free and voluntary act of

such party for the uses and purposes mentioned in the instrument.

Dated: July 24, 1995



Teresa L Andrews
SIGNATURE
Teresa L Andrews
My appointment expires 10/31/98

STRATTON SURVEYING & MAPPING

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SUITE B

KENNEWICK, WASHINGTON 99336

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THE COURTYARD AT LINCOLN MEADOWS

DESCRIPTION PROPOSED LOT 1

LOT 1, SHORT PLAT NO. 2036, ACCORDING TO THE SURVEY THEREOF RECORDED UNDER AUDITOR'S FILE NO. 94-12874 & THAT PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M., BENTON COUNTY, WASHINGTON, AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 9, AS SHOWN AND DESCRIBED IN SURVEY RECORDED IN VOLUME 1 OF SURVEYS, PAGE 186, UNDER AUDITOR'S FEE NO. 710053; THENCE NORTH $00^{\circ}13'56''$ EAST, ALONG THE NORTH-SOUTH CENTER SECTION LINE, A DISTANCE OF 810.31 FEET TO NORTHERLY MARGIN OF THE KENNEWICK IRRIGATION DISTRICT DIVISION FOUR MAIN CANAL RIGHT-OF-WAY; THENCE NORTH $00^{\circ}13'56''$ EAST A DISTANCE OF 156.63 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH $00^{\circ}13'56''$ EAST A DISTANCE OF 974.21 FEET; THENCE SOUTH $89^{\circ}46'31''$ EAST A DISTANCE OF 828.67 FEET; THENCE NORTH $74^{\circ}10'45''$ EAST 110.05 FEET; THENCE SOUTH $15^{\circ}49'15''$ EAST 52.00 FEET; THENCE SOUTH $74^{\circ}10'45''$ WEST 117.38 FEET TO A POINT ON A CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS SOUTH $00^{\circ}13'29''$ WEST 149.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE 155.72 FEET; THENCE SOUTH $30^{\circ}20'39''$ WEST 62.16 FEET; THENCE SOUTH $60^{\circ}39'38''$ EAST 123.31 FEET; THENCE SOUTH $00^{\circ}13'56''$ WEST 353.22 FEET; THENCE SOUTH $74^{\circ}06'59''$ EAST 243.70 FEET; THENCE SOUTH $15^{\circ}48'46''$ EAST 20.00 FEET; THENCE SOUTH $89^{\circ}46'31''$ EAST 426.50 FEET TO A LINE THAT IS PARALLEL TO AND 27.00 FEET WESTERLY OF THE EAST LINE OF THE WEST HALF OF THE SAID SOUTHEAST QUARTER; THENCE SOUTH $00^{\circ}08'29''$ WEST ALONG SAID PARALLEL LINE 782.14 FEET; THENCE NORTH $73^{\circ}02'21''$ WEST 1361.90 FEET TO THE NORTH-SOUTH CENTER SECTION LINE OF SAID SECTION; THENCE NORTH $00^{\circ}13'56''$ EAST ALONG SAID NORTH-SOUTH CENTER SECTION LINE 93.98 FEET TO SAID TRUE POINT OF BEGINNING.

CONTAINING 27.84 ACRES.

TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS, AND RESTRICTIONS OF RECORD AND IN VIEW.