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DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS OF  
VILLA ROYELLE ESTATES

AUG 7 3 30 PM '92

as to Lots 13 through 20, and 25 through 32, all in Block 1, and Lots 1 through 18, Block 2, Villa Royelle Estates according to the Plat thereof recorded in Volume 14 of Plats, page 22, records of Benton County, Washington.

Article I

David V. Story and Kymm B. Story shall hereafter by known as "Declarants".

Article II

Maintenance of irrigation system: It shall be the duty of the Board of Directors Villa Royelle Association to oversee the irrigation system, if and when the membership vote to create and construct an irrigation system to supply Villa Royelle Estates subdivision.

Specifically, if this irrigation system at any time has insufficient monies with which to finance its operation, the Board of Villa Royelle Association shall make a study and submit a proposal to the general membership regarding the future operation of the irrigation system. The majority vote of the association may impose a yearly assessment on all homeowners in proportion to their individual use, as and for the maintenance and operation of the irrigation system, if they find that to be beneficial to the association's members.

Article III

Architectural Control

Section 1

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 thereof be made, until the plans and specification showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee.

Section 2

Architectural Committee

The architectural committee, hereafter referred to as the committee, shall consist of as many persons as the Declarant may from time to time appoint. Declarant may remove any member of the committee from office at any time. Declarant shall keep on file at its principal office a list of names and addresses of committee members. The powers and duties of such Committee shall cease two years, or prior, at Declarants sloc discretion, after completion of said dwellings and the sale of said dwellings to the initial owner/occupant on all building sites within Villa Royelle Estates.

BENTON-FRANKLIN TITLE CO.

## Section 3

## Building/Dwelling Size

No building or dwelling shall be erected, altered, placed, or permitted to remain on any lot exceeding two stories in height. The main floor area of a one-story dwelling shall not be less than 1,000 square feet. In a two-story dwelling, the main floor level shall have a minimum living space of not less than 600 square feet. In a tri-level or multi-level dwelling, the living area of the one-story portion and living area of the upper level of two-story portion shall constitute a minimum of 800 square feet of living area. A split entry or daylight basement home shall have a main floor living area of not less than 800 square feet. All minimum square footage is exclusive of the garage and open porches. Any variance from the foregoing must be submitted in writing to the Architectural Control Committee and approval by same will only be in cases where lot configuration prohibits conformance. The Architectural Control Committee may at its sole discretion, waive any violation of this provision which it finds to be inadvertent.

## Section 4

## Setbacks

Setbacks for dwellings, buildings and fences to be erected shall comply with City of Kennewick Code, regulations and ordinances currently applicable.

## Article IV

## General Provisions

## Section 1

Declarant hereby reserves the right to amend the declaration of covenants, conditions and restrictions from time to time as may be necessary to comply with FNMA/FHLMC/FHA/VA regulations or requirements. Said reserves right to amend the declaration shall exist so long as declarant retains control or ownership of any lot.

## Article V

## Use restrictions

## Section 1

## Enjoyment of property

The owners shall use their respective properties to their enjoyment, in such a manner so as not to offend or detract from other owner's enjoyment of their own respective properties.

## Section 2

## In Degrogation of Law

No owner shall carry on any activity of any nature whatsoever on his property that is in degrogation or in violation of the laws and statutes of the State of Washington and City of Kennewick, or other applicable governmental body.

## Section 3

## Pets

Owners shall observe and obey all laws applicable to the residents of the City of Kennewick pertaining to the care, control and husbandry of animals and pets.

OFFICIAL RECORDS

Section 4

Temporary Structures

No structure of a temporary character, such as a trailer or a shack or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

Section 5

Nuisances

No noxious or offensive activity shall be carried on upon any properties, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood as such is defined in the laws of the State of Washington.

Section 6

Livestock and Poultry

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept according to the provisions of Section 3 hereof.

Section 7

Garbage and Refuse Disposal

All garbage and other waste shall be kept in appropriate sanitary containers located in appropriate areas concealed from view.

Section 8

Unightly Conditions

No unsightly conditions shall be permitted to exist on any lot. Unsightly conditions shall include, without limitation, litter, trash, junk or other debris; inappropriate broken, damaged or ugly furniture or plants; non decorative gear, equipment, cans, bottles, ladders, trash barrels (other than appropriate sanitary containers) and other such items. The provisions of this section shall not be deemed to prohibit the right of any homebuilder to store temporarily construction materials and equipment on said lots in the normal course of construction.

Section 9

Parking

No prolonged parking of boats, trailers, motorcycles, trucks, truck campers, motorhomes and like equipment shall be allowed on the street.

Section 10

Vehicle Repair and Maintenance

There will be no prolonged major overhaul or repair worked performed on automobiles or other vehicles, except within owner's garage. No owner or any member of owner's family or any acquaintance of owner shall permit any vehicle which is in an extreme state of disrepair, to be abandoned or to remain parked upon the street or any lot for a period in excess of 48 hours.

OFFICIAL RECORDS

David V. Story  
David V. Story

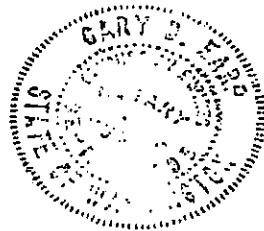
Kym B. Story *attorney in fact*  
Kym B. Story *David V. Story*

STATE OF WASHINGTON  
County of BENTON

On this 7<sup>th</sup> day of AUGUST, 1992, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DAVID V. STORY to me known to be the individual described in, and who executed the within instrument for HIM self and also as the Attorney in Fact for Kym B. Story and acknowledged to me that he signed and sealed the same as HIS own free and voluntary act and deed for HER self, and also as the free and voluntary act and deed as Attorney in Fact for said in the capacity and for the uses and purposes therein mentioned, and that said principal is not deceased nor insane.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

*[Signature]*  
Notary Public in and for the State of Washington, residing at



OFFICIAL RECORDS

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VOL 404 PAGE 658

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF VILLA ROYELLE ESTATES

Recorded: January 22, 1981

Auditor's File No.

THIS DECLARATION, made on the date hereinafter set forth by Gregg Enterprises, Inc., through its President, Glenn L. Gregg, hereinafter referred to as the "Declarant".

W I T N E S S E T H:

Declarant hereby declares the following described property to be the subdivision entitled Villa Royelle Estate and that land is more particularly described as follows:

Tract A, Villa Royelle No. 2 according to the plat thereof recorded in Volume 8 of Plats, Page 162, Records of Benton County, Washington.

Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of the properties in, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1

DEFINITIONS

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any home which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2. "Home" shall mean and refer to any plot of land shown upon the recorded subdivision map of these properties together with the one-half duplex located upon such land.

Section 3. "Declarant" shall mean and refer to Gregg Enterprises, Inc., through its President, Glenn L. Gregg.

*Looney*  
JAN 22 1 16 PM '81

RECORDED BY  
404  
INDEXED BY  
FILED BY

*Mail to King & Linn  
Box 871  
Huron*

## ARTICLE II

### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a home which is located in the Villa Royelle Estates shall be a member of the association named Villa Royelle Association. Membership shall be appurtenant to and may not be separated from ownership of any home which is subject to assessment.

Section 2. Voting shall be on a single vote basis. Each home is entitled to one vote.

Section 3. Each such vote allocable to a home shall be cast as a single unit vote and shall not be fractionally divided. In the event of co-ownership (as by husband and wife) of any home, those parties together shall comprise the unit vote. For these purposes "Ownership" means recorded ownership of the fee interest, except in a case of a recorded real estate contract when it means the contract vendee; and the term does not include the interests of tenants of lessee-occupants.

Section 4. The owners (including contract vendees but excluding lessees and licensee-occupants) of the home units, by their ownerships, are members of the Villa Royelle Association. This association may adopt By-Laws providing for the management of the properties through a Board of Directors elected from among the owners. The said By-Laws are to be adopted by affirmative vote of sixty (60) percent of the Association. The Board of Directors shall be comprised of five home owners as chosen from the general membership of the association. There will be a general membership election of Directors held every three years, although an earlier vote of such directors may be held whenever such a vote is requested in writing and signed by five members of the Homeowner's Association.

## ARTICLE III

### MAINTENANCE OF IRRIGATION SYSTEM

Section 1. It is the duty of the Board of Directors of the Villa Royelle Association to oversee the irrigation system which was created for, and does supply the Villa Royelle Estates subdivision with irrigation. Specifically, if this irrigation system at any time has insufficient monies with which to finance its operation, the Board of Directors of Villa Royelle Association shall make a study and submit a proposal to the general membership regarding the future operation of the irrigation system. The majority vote of the association may impose a yearly assessment on all homeowners in proportion to their individual use, as and for the maintenance and operation of the irrigation system, if they find that to be beneficial to the association's members.

Section 2. The Declarant for each home owned within these properties, hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the association all such annual assessments and any special assessments for the maintenance and/or improvements to the irrigation system. The annual and special assessments, together with interest, costs, and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees shall be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his successors in title unless expressly assumed by them; provided, however, the lien may be foreclosed against said property in the event of non-payment.

Section 3. Any assessment not paid within sixty (60) days after the due date shall bear interest from the due date at the rate of twelve (12) percent per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waiver or otherwise escape liability for the assessments.

#### ARTICLE IV

##### COMMON WALLS & ROOFS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a common wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding common walls and liability for property damage due to negligence of willful acts of omissions shall apply thereto. This article shall also apply to roofs commonly shared.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a common wall and roof shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a common roof/wall is destroyed or damaged by fire or other casualty, an Owner who has used the wall or roof may restore it, and if the other Owner thereafter make use of the wall or roof, he shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, subject to the rights of any such Owner to call for a larger contribution from other any rule of law regarding liability for negligent or willful acts of omissions.

Section 4. Right to Contribute Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. Arbitration. In the event of any dispute arising from a common wall or roof, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrator shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrator and shall be binding upon the owners.

#### ARTICLE V

#### ARCHITECTURAL CONTROL

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 thereof be made, nor shall there be a replacement of a roof, until the plans and specification showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee 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 Article will be deemed to have been fully complied with.

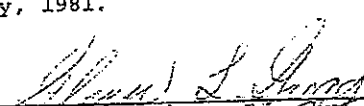
#### ARTICLE VI

#### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver to the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

DATED this 21 day of January, 1981.

  
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Gregg Enterprises, Inc. by  
Glenn L. Gregg, its President