

DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE PLAT OF WILDFLOWER AT KENNEWICK PARK BENTON COUNTY, AUDITOR

THIS DECLARATION made this 10th day of August 1993, by Wildflower Associates, a Washington Partnership, hereafter called "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration and desires to create thereon a residential community.

WHEREAS, Developer desires to provide for the preservation of the values and amenities of said community and to this end, desires to subject the real property described in Article II to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof.

WHEREAS, the Developer declares that the real property described in Article II is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) *Architectural Review Committee* shall mean the committee appointed pursuant to the provisions of Article IV.
- (b) *The Properties* shall mean and refer to all such existing properties as are subject to this Declaration under the provisions of Article II hereof.
- (c) *Lot* shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties.
- (d) *Owner* shall mean and refer to the record owners, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

ARTICLE II

Property Subject to This Declaration Additions Thereto

Section 1. Existing 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, Washington, and is more particularly described as follows: The Plat of Wildflower at Kennewick Park according to the plat recorded in Volume 14 of Plats, page 155, records of Benton County, Washington, all of which real property shall hereinafter be referred to as "Existing Property".

ck

Chicago Title

ARTICLE III
Residential Area Covenants

- Section 1. Land Use and Building Type.** All building sites on The Properties shall be known and described as residential guiding sites. No structures shall be erected, altered, placed, or permitted to remain on any building site other than one detached single family dwelling, a private garage for not more than three (3) cars, and other outbuildings incidental to residential use of the premises.
- Section 2. Building Location.** No building shall be located on any lot nearer to the front lot line or nearer to a side street line than 20 feet. No building shall be located nearer than 5 feet to an interior lot line nor nearer than 20 feet to a rear lot line. Setbacks shall meet the minimum setbacks as required in the Kennewick Municipal Code.
- Section 3. Utility Easements.** The Developer for themselves, their successors and assigns, dedicate easements for public utility purposes over the public utility easement strips as shown in the recorded plat. Said easements are hereby granted to maintain, construct and reconstruct and repair sewer lines, domestic water lines, telephone lines and lines for the delivery of electric energy, cable television and irrigation lines as the same are constructed and installed at the time of the conveyance of each of the lots in said plat; and whenever the uses of said easement shall cease, the same shall revert to the owner of the lands affected by said easement.
- Section 4. Nuisances.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood
- Section 5. Temporary Structures.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or any other outbuilding shall be used on any lot at any time other than construction, as a residence, whether temporarily or permanently.
- Section 6. Construction Period.** Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finish painting, and complete front yard landscaping within six (6) months from date of start of construction except for reasons beyond control in which case a longer period may be permitted, if authorized by the Architectural Control Committee.
- Section 7. Signs** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the initial construction

and sales period. Political yard signs of not more than five square feet are allowed during campaign periods which shall not exceed thirty days prior to the election for which the sign is pertinent no more than five days after said election.

- Section 8. Animals 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, provided that they are not kept, bred or maintained for any commercial purposes. Dog runs and similar facilities shall be approved by the Architectural Control Committee under the provisions of Article IV.
- Section 9. Garbage.** No lot shall be used or maintained as a dumping ground for rubbish or trash. Garbage or other waste shall not be kept except in sanitary containers. All equipment and containers for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- Section 10. Fences.** No fence, wall or hedge shall be permitted to extend nearer to any street than the minimum setback line, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two (2) feet above the finished grade at the back of said retaining wall. Fences shall be constructed of wood and shall not detract from the appearances of the dwelling houses located upon adjacent lots or be offensive to the owners thereof. In no event shall any fence exceed six (6) feet in height from the finished lot grade.
- Section 11. Parking.** No trailer, camper, mobile home, recreational vehicle, commercial vehicle, bus, truck (other than standard size pickup truck), inoperable automobile, boat or similar equipment and no vehicle which is in an extreme state of disrepair, shall be permitted to remain upon any Lot, dedicated street or other area within the Property, unless placed or maintained within an enclosed garage or screened with fencing or other similar material as approved by the Architectural Control Committee. Commercial vehicles shall not include sedans, service vans or standard size pickup trucks which are used both for business and personal use. No noisy or smoky vehicles shall be operated on the Property. No off-road unlicensed motor vehicles shall be maintained or operated upon the Property. No goods, equipment, material, supplies or vehicles used in connection with any trade, service, or business, wherever conducted, shall be kept, parked, stored, dismantled or repaired outdoors on any Lot, or on any dedicated street within the Project. Exempted from above are the vehicles and equipment used by the Home Builders during the time of house construction.
- Section 12. TV/Radio Antennas.** No antenna or satellite dish shall be permitted unless approved architecturally by provisions of Article IV.

Section 13 Landscaping. To provide for a finished and presentable appearance, the front yards of each home will be landscaped at the time of construction. All remaining areas of the lot shall be landscaped, by the owner, within six months of occupancy.

Section 14 Outdoor Storage. No wood piles, for fireplaces or other use, may be stored out of doors where they may be visible from any street or neighboring property, unless they are screened with fencing or similar material as approved by the Architectural Control Committee.

ARTICLE IV

Architectural Control Committee

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 therein be made until the plans and specifications showing the nature, kind, shape, height, material and location of the same have been submitted to and approved in writing as to surrounding structures and topography by the Architectural Control Committee.

The initial Architectural Control Committee shall be composed of the following: Richard A. Gilroy and John Lane. All plans, specifications and plot plans are to be submitted to the Architectural Control Committee at the following address:

Architectural Control Committee
for Wildflower at Kennewick Park
c/o Northward Homes Inc.
1560 140th Ave NE, Suite 100
Bellevue, WA 98005

The Architectural Control Committee may change its address from time to time by delivering notification to each lot owner. The Developer shall appoint the Architectural Control Committee until:

1. ninety percent (90%) of the lots within the Property have been built upon and conveyed to Purchasers; or
2. written termination of Developers control of the Architectural Control Committee, whichever shall first occur.

From and after such time or event, as the case may be, the Architectural Control Committee shall be composed of three (3) or more representatives appointed by the majority of the owners of lots covered by this Declaration. The Developer no responsibility or liability for maintaining the active status of the architectural Control Committee. In the event of the death or resignation of any member of the Architectural Control Committee after the time when the owners are vested with the authority to appoint Committee members, a new representative may be appointed by the majority of the owners of the lots. Terms of office of the Architectural Control Committee members shall run no more than (3) years in concurrence.

The Architectural Control committee shall have the primary responsibility of enforcing the rules and regulations of building and improvements subject to the procedures hereinafter set forth. The

Architectural Control Committee shall adopt such reasonable and uniform rules of architectural control as they may prescribe, including, but not necessarily limited to the following:

1. No outbuilding or structure of any kind may be built on a platted residential lot before construction of a permanent residence.
2. No construction of a dwelling may be started on a platted residential lot without first obtaining:
 - (a) Written approval from the Architectural Control Committee pursuant to Article IV of these covenants.
 - (b) Each single family residence on a platted residential lot shall contain a minimum floor area of 1300 square feet if a one story residence, and 1500 square feet if more than a one story residence, exclusive of open decks (covered or uncovered), garages, covered carports, sheds, or outbuildings.
 - (c) Exterior materials approved, unless specifically waived in writing by the Architectural Control Committee are:

<i>Roofing:</i>	Composition shingle, Woodruff or cedar shake
<i>Siding:</i>	"Lap" type siding on all four sides
<i>Driveways:</i>	Concrete
<i>Color:</i>	Exterior color must be approved by the Architectural Control Committee
 - (d) Building permit from the City of Kennewick

The committee's approval or disapproval as required in these covenants shall be in writing. The Architectural Control Committee shall determine whether any given use of a platted residential lot unreasonably interferes with an abutting owner's use of his property, and such determination shall be conclusive. In the event the committee, or its designated representative, fails to approve within thirty (30) days after plans and specifications have been submitted, approval will not be required and the related covenants shall be deemed to have been fully complied with. Approval by the Architectural Control Committee does not constitute authorization to proceed with any activities that may require conformance with City of Kennewick procedures and regulations or other governmental laws or regulations.

ARTICLE V General Provisions

- Section 1. Entry Monuments.** The subdivision entry monument/signs are located within an easement on private property. The Developer shall maintain the Entry Monument/signs for as long as Developer owns a lot within the Property. Upon conveyance of the last lot within the Property, Developer shall perform its final

maintenance and/or repair of the Entry Monument/signs. Any further maintenance of the Entry Monument/signs shall be at the discretion of the lot owners.

- Section 2.** Term. These Covenants are to run with the land shall be binding upon all parties and all persons claiming under them for a period of twenty-one (21) years from the date that this Declaration is recorded after which time the Covenants shall be automatically extended for a successive period of ten (10) years unless an instrument signed by sixty-seven percent (67%) of the then owners of the lots has been recorded, agreeing to change the Covenants in whole or in part.
- Section 3.** Enforcement. The provisions of this agreement are declared to create mutual, equitable covenants and servitude for the benefit of the Developer, each owner or contract purchaser of a lot, and their successors in interest. The Architectural Control Committee shall have the authority, in its absolute discretion, to interpret, and resolve all disputes regarding the Covenants contained in these Declaration. Any controversy or claim arising out of or relating to this Declaration may be settled by arbitration in accordance with the rules of the American Arbitration Association, or by any proceeding at law or in equity against any person or persons violating or attempting to violate any Covenant, either to restrain violation and/or to recover all costs and damages suffered by the enforcing party as a result of such violation, including all costs and attorney's or other professional fees incurred by the enforcing party to prevent or correct the violation. Failure of the Developer, the Architectural Control Committee or any owner or contract purchaser of a lot to enforce any Covenant or exercise any rights herein contained shall in no event be deemed a waiver of the right to do so thereafter. All costs incurred in enforcement (including attorney's fees) shall be at the expense of the violator or violators..
- Section 4.** Severability. Invalidation of any one of these Covenants by judgment or court order shall in no way affect any of the other Covenants or provisions contained in this Declaration which shall remain in full force and effect.
- Section 5.** Amendment. This Declaration of Protective Covenants Conditions and Restrictions may be amended only by an affirmative vote of the owners of not less than sixty-seven percent (67%) of the lots, and further this amendment provision shall not be amended to allow amendments by vote of the owners of less than sixty-seven percent (67%) of the lots.
- Section 6.** No Warranty of Enforceability. While Developer has no reason to believe that any of the restrictive covenants contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Developer makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenant. Any owner acquiring a Parcel in reliance on one or more of such restrictive covenants shall assume all risks of the validity and

