

AFTER RECORDING RETURN TO:

Peter Harpster
Harpster Land Development
525 Road 47
Pasco, WA 99301

DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS

Declarant: Rotschy, LLC, a Washington limited liability company
Abbreviated Legal Description: Lots 1-22, Plat of Rivercrest Estates, AFN 1984228
Assessor's Tax Parcel ID Nos.: 126190341; 126190363 (*new tax parcel numbers pending*)

DATED: March 28th, 2024

NAME OF SUBDIVISION: Rivercrest Estates

DECLARANT: Rotschy, LLC

LEGAL DESCRIPTION OF SUBDIVISION:

The real property which is the subject matter of these restrictive covenants, is located in Franklin County, state of Washington, and is described as follows:

Lots 1-22 of the Plat of Rivercrest Estates, County of Franklin, Washington, recorded under Franklin County Auditor's File No. 1984228.

RECITALS

A. Declarant owns all of the above-described Subdivision and has established a general plan for the improvement and development of the real property on which the Subdivision is located, and hereby declares the covenants, conditions, reservations and restrictions as hereinafter set forth and upon which and subject to which all lots and portions of such lots shall be improved, sold, and conveyed.

B. The intent and purpose of this Declaration and the covenants set forth below are to ensure that the Subdivision will be a high quality residential development, consistent with applicable law and the approved Plat, and to help ensure and enhance the compatibility between Lot Owners, residents and neighbors.

C. Each and every one of the covenants, conditions, reservations and restrictions hereinafter set forth, is for the benefit of each Owner of Lots within the Subdivision, or any mortgage or other interest therein, and shall inure to the benefit of and pass with each and every lot and parcel of the Subdivision and shall bind the respective successors in interest of the present Owners.

D. All covenants, conditions, reservations and restrictions contained in this instrument are imposed upon each and every lot in the Subdivision and, shall be construed as restrictive covenants running with the title to such lots and with each and every parcel.

COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS:

1. Definitions:

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

1.2 Subdivision. "Subdivision" shall mean and refer to that certain real property described above and such additions thereto as may hereafter be brought within the jurisdiction of this Declaration of Restrictive Covenants.

1.3 Lot. "Lot" shall mean and refer to any plot of land shown upon any recorded Subdivision map of the Subdivision, with the exception of Common Areas (if any).

1.4 Declarant. "Declarant" shall mean and refer to the undersigned, its successors and assigns, as fee Owner of the subject Development. At such time as Declarant no longer owns at least one (1) Lot, all references in this Declaration to Declarant and all rights of approval or consent held by Declarant shall refer, instead to (and be exercisable solely by) the fee Owners of the Development in accordance with the provisions of this Declaration.

1.5 Person. "Person" shall mean an individual, corporation, limited liability company, partnership, association, trustee or other legal entity.

1.6 **Structure.** "Structure" shall mean any non-living item placed, constructed or erected on a Lot by an Owner, including any building, fence, well, driveway, walkway, patio, garage, storage shed, mailboxes, swimming pool, rockery, kennels and enclosures or out buildings, or similar items.

2. **County Zoning and Building Restrictions:** This Subdivision is located within the boundaries of Franklin County, Washington and is subject to all ordinances, rules and regulations of the County, including, without limitation, land use, zoning and building regulations. This Declaration is to be interpreted and applied consistent with the requirements and interpretations of the rules and regulations of the County, as the same now exists or may hereafter be amended, which are specifically applicable to the property located within the Subdivision. It is the intent of this Declaration to supplement, in certain respects, existing County ordinances, rules and regulations and, in certain cases to be more restrictive in nature than the requirements set forth in such ordinances, rules and regulations. Although the zoning ordinances of Franklin County may directly or indirectly permit uses different from or greater than those specified in this instrument, Declarant expressly intends that the land located within the Subdivision only be used for the purposes and uses specifically allowed in this instrument.

3. **Residential Use:** Each Lot within the Subdivision is to be used and occupied solely for single-family residential purposes, subject to the general and specific restrictions set forth in this Declaration. For purposes of this Declaration, "single-family residential purpose" means the construction and occupation of a home built and designed for occupancy by a single-family, as opposed to a multiple-family unit such as a duplex, triplex, etc. Single-family use or a single-family residence shall not mean or include mobile homes, modular, manufactured or prefabricated homes, all of which shall be prohibited on Lots within the Subdivision.

4. **Building and Improvements:** No building or Structure intended for or adapted to any purpose other than a single-family residence, as defined above, shall be erected, placed, permitted, or maintained within the Subdivision. Without limiting the generality of the foregoing, the permitted construction and uses within the Subdivision shall be (a) single-family residences; (b) private attached, enclosed garages (no open carports) for the sole use of Owners and occupants of the single-family residences, with a capacity of not less than two (2) cars; (c) private greenhouses; (d) well pump house(s) and other utility building(s); and (e) pump or bathhouses which are accessories to private swimming pools. (The improvements listed in parts (c), (d) and (e) of the previous sentence are referred to as "secondary buildings.") Any secondary building must be designed and constructed as to be compatible in appearance with the single-family residence constructed on the Lot. No structure of a temporary character, trailer, partially completed residence, tent, garage, shack, barn, or other outbuilding shall be used on any Lot or at any time as a residence, either temporarily or permanently.

5. **Time and Manner of Construction:** The single-family residence must be constructed and substantially completed before any secondary building on any Lot within the Subdivision may be used for any purpose other than uses related to the construction of the residence. All construction of properly authorized improvements on any Lot within the Subdivision, once commenced, shall be diligently pursued to completion in a manner and at rate reasonably consistent with building standards prevailing in the Franklin County area with respect to high-quality residential construction. In no event shall the period of construction of any improvement, including the primary single-family residence, exceed ***twelve (12) months*** from the

date of commencement of construction to the date the improvement is completed as to external appearance, including finished painting. Notwithstanding the foregoing, the Declarant or Architectural Control Committee may, upon the showing of good cause, grant an extension of time in which construction must be completed. During construction, the constructing Owner and their agents and contractors shall be responsible to take all commercially reasonable steps to control stormwater and dust, in particular, including the watering of exposed areas of the construction site in the morning and evening, prior to securing the construction site for the night. In addition, the Owner must also maintain the construction site in accordance with all standards of the applicable Regional Clean Air Authority and any Stormwater Retention or Prevention Plan in effect.

6. **Storage and Parking of Vehicles:** No motor vehicles of any kind or nature shall be parked or stored on the private or public roads within the Subdivision **for more than seventy-two (72) hours**, it being understood by all Lot Owners that the road serving the Subdivision is not intended to or is not adequate for any on-street parking without interfering with traffic flows. All motor vehicles authorized in this Declaration shall be parked and stored on applicable Lot Owner's private driveways or in their garage. Recreational vehicles (RVs), commercial vehicles, utility vehicles or equipment must be parked, stored and maintained inside the respective Lot Owner's garage or on a concrete pad behind a view obscuring fence **six (6) feet** in height to reasonably site-screen from the view of adjoining Lot Owners and from the road serving the Subdivision. For purposes of this paragraph, the term "recreational vehicle" means boats, trailers, motor homes, snowmobiles, motorcycles or other vehicles commonly used for recreation as opposed to the Owner's primary mode of transportation. The term "commercial vehicle" shall not include automobiles or pick-ups. Visitors shall be permitted to park recreational vehicles within a Lot Owner's driveway or other area off the street for a period not to exceed **seventy-two (72) hours**, provided, however, the Owner shall make reasonable attempts to park and locate such vehicles in a manner to provide the least interference with the view of adjoining Lot Owners and the street.

7. **Prohibition for Commercial Uses and Nuisances:** No business or profession of any nature shall be conducted or allowed upon any Lot within the Subdivision and no building or Structure intended or adapted for any such business or profession or any apartment house, flat building, lodging house, daycare facility, rooming house or business involving temporary residences shall be erected, placed or permitted to remain on any Lot within the Subdivision. Notwithstanding the foregoing and subject to any applicable provisions of the Franklin County Zoning Code, Lot Owners may have a home office or conduct a home occupation within the single-family residence constructed on the Lot. Any home occupation must be of a service or professional character which is clearly secondary to the main use of the Lot for single-family residential purposes and must not, in any way, change the character of such use. Permitted home occupations must have no exterior evidence of such secondary use and such occupation must be carried on and conducted only by members of the family residing in the single-family residence, in connection with which there must be kept no "stock in trade" or commodity for sale. The intent of this paragraph is to allow a homeowner or qualified occupant to conduct a business from their residence that is internal to the residential structure, but which will not generate any employee, or significant customer or client traffic to or from the property. No room or rooms in any single-family residence located within the Subdivision may be rented or leased. Nothing in this paragraph, however, shall be construed as preventing the renting or leasing of an entire single-family residence, together with its improvements as a single unit to a single family, or from

renting rooms to family members or private caregivers providing care to the Lot Owner, his or her immediate family or the Lot.

8. **Animals and Pets:** No domestic, wild or farm animals, or livestock of any kind shall be raised or permitted within the Subdivision, other than a reasonable number of household pets (not to exceed **three (3)**), which are not kept, bred or raised for commercial purposes and which are reasonably controlled so as not to be a nuisance to other Lot Owners or persons. Pets shall not be permitted to run loose or unattended. Dogs shall be on a leash and confined to their Owner's property.

Ownership or possession within the Subdivision of a vicious dog is prohibited. A "vicious dog" is described as (1) any dog which, when unprovoked, approaches any person in a vicious or threatening manner in an apparent attack anywhere other than on the Owner's Lot; (2) any dog which has a known propensity, tendency or disposition to attack without provocation, to cause injury or to otherwise endanger the safety of persons or other domestic animals; (3) any dog which bites, inflicts injury upon, assaults or otherwise attacks a person or domestic animal without provocation on common, public or private property; and (4) any dog which is kept or trained for the purpose of dog fighting.

9. **Building Specifications and Restrictions.** Without limiting the generality of any of the foregoing provisions contained in this instrument, all single-family residences constructed within the Subdivision must comply with the following requirements:

9.1 **General Construction Requirement.** Each single-family residence erected upon any Lot located on the Subdivision shall be architecturally designed, consistent with the general architecture and quality of the majority of the then-existing single-family residences in the immediate area, and approval by the Architectural Control Committee as set forth in Section 12 below.

9.2 **Size - Minimum Square Feet.** The planned square footage of each single-family residence is subject to review and approval by the Architectural Control Committee.

9.3 **View Protection – Height Restriction.** Each single-family dwelling constructed on a Lot fronting on Riviera Drive shall be limited to single level homes (i.e. ramblers) and shall be subject to a height restriction of **25 feet** as measured from the original finished grade of the Lot to the peak of the roof. The purpose of this restriction is to protect the views from other Lots within the subdivision, including upgradient Lots located to the west and fronting on Panoramic Drive.

9.4 **Exteriors and Roofs.** A minimum of **twenty percent (20%)** of the surface area (excluding windows) of the front elevation of a single-family residence visible from the street serving the Lot shall be constructed of rock, brick, stone, or other ornamental siding, except for approved stucco homes, and is subject to approval by the Architectural Control Committee. All single-family residences and other structures located within the Subdivision shall be painted with paint or stain in colors consistent with existing single-family residences in the immediate area unless constructed of ornamental masonry or brick. All colors shall be approved by the Architectural Control Committee. No residence or other structure shall be erected on a Lot within the Subdivision which contains synthetic siding such as fiberglass or aluminum; provided,

however, that modern siding materials generally acceptable and used in high-quality residential construction shall be allowed, provided it is consistent with the general architecture and high-quality residences located within the Subdivision. All siding must be approved by the Architectural Control Committee and must be kept in good condition. All wood siding used on the residences shall be individual board siding, such as cedar or redwood and no unfinished plywood sheathing, T-111 or similar type of siding shall be allowed. No residence or other building within the Subdivision shall have composition (i.e., asphalt, 3-tabbed shingles), aluminum, wooden shakes gravel or tarred roofs. Acceptable roofing material shall consist of shingles or, or tile; provided, however, that thirty (30)-year "architectural composition shingles" or better, or architectural metal roofs shall be considered, provided it is consistent with the general architecture and high-quality residences located within the Subdivision.

9.5 **Setbacks.** All buildings, Structures and other improvements shall comply with the setbacks of the applicable governmental authority and those set forth on the Plat of the Subdivision, if any. Notwithstanding the foregoing, Declarant or the Architectural Control Committee may disapprove the intended location of a residence, Structure or other improvement that otherwise complies with setback restrictions contained in applicable zoning or building codes; if the Declarant or Architectural Control Committee determines, in the exercise of its reasonable discretion, that a change in intended location is necessary to minimize or mitigate an unreasonable impact on or interference with the privacy, outlook, exposure or view of or from adjoining or facing residences or Lots. All setback distances shall be measured at right angles to the property line involved. Accessory Dwelling Units if allowed by applicable law, are subject to all building and use restrictions applicable to the primary residence constructed on a Lot, and in addition, their placement on a Lot shall be subject to Architectural Committee Approval to reduce or mitigate privacy or view impacts on other Lots in the Subdivision.

9.6 **Fences.** It is the Declarant's intention, to the extent possible, to maintain the concept of an open landscaping theme for the Subdivision, and no fences (natural or artificial) shall be constructed or planted on Lots within the Subdivision without the prior written approval of the Declarant or the Architectural Control Committee. However, subject to prior written approval of the Declarant or the Architectural Control Committee, limited fencing or privacy screening of a deck, pool, patio or backyard area shall be permitted, provided such fencing or screening does not materially impair or diminish any adjoining Lot Owner's view of their respective surroundings. Any and all fences approved by the Declarant or the Architectural Control Committee shall be of block, brick, stucco, or wrought iron or other modern building materials to ensure compatibility with the high-quality, single-family residences located within the Subdivision. No chain link (slatted or unslatted) or barbed wire fences shall be allowed on any Lot within the Subdivision. Fences shall be constructed consistent with all applicable height restrictions of this Declaration and of local zoning authorities. All natural or "living" fences or hedges shall be neatly trimmed and groomed, and also shall be subject to the height limitations set forth in this Declaration and in any applicable zoning code or regulation. Notwithstanding the foregoing, approved, solid fencing located on a Lot is limited to no more than 6 feet high (as measured from the original finished grade of the Lot) along the rear Lot boundary (generally the West side of each Lot) and extending 20 feet east along the northern and southern Lot boundaries, after which point any approved solid fencing must transition to not more than 2 feet high, with the remaining 4 feet constructed of wrought iron or other see through design approved by the Architectural Control Committee. The purpose of the fencing limitations is to ensure that any solid fencing located on a lot does not unreasonably impair the view from other Lots within the subdivision. View

impairment may be determined by the Architectural Control Committee in its sole, unfettered discretion.

9.7 **Driveways.** All driveways shall be approved by the Declarant or the Architectural Control Committee and shall be constructed of concrete, pavers, asphalt or similar hard-surfaced material. All driveways shall extend from the street to the Lot Owner's garage.

9.8 **Exceptions to Building Restrictions.** Declarant or the Architectural Control Committee shall have the authority to approve plans and specifications which do not conform to the general building restrictions set forth above in order to overcome practical difficulties or prevent hardships in the application of the restrictions; provided, however, such variation so approved shall not be materially injurious to the improvement of other properties within the Subdivision and shall not constitute a waiver of the restrictions contained in these Covenants, but shall be in furtherance of the purposes and intent of these Covenants.

10. **Other Restrictions On Exterior Use And Improvement Of Lots:**

10.1 **Utility Lines.** All electrical service, telephone lines and other utilities serving Lots within the Subdivision or any part or parcel thereof, shall be placed and installed underground in compliance with all governmental regulations. No lines or wires for the transmission of current, or for telephone, cable television, or other electrical signal shall be constructed, placed or permitted to be placed on any Lot outside the Structures or approved residences thereon, unless they are located underground or attached to the Structure or residence; provided, that if the lines or wires are attached to the Structure or residence, they shall be attached in a manner that is as visually unobtrusive as possible to ensure a neat, tidy and slightly appearance. The Declarant or Architectural Control Committee shall have the authority to determine in the exercise of its reasonable discretion whether lines or wires have been installed or attached in a manner that complies with this paragraph.

10.2 **Signs.** Signs, other than those stating the name of the occupant, the address of the residence and customary "for sale" or "open house" signs approved by Declarant or the Architectural Control Committee, are prohibited. This restriction shall not apply to the Declarant while marketing Lots in the Subdivision. Political yard signs permitted by law shall be allowed subject to reasonable time, place and manner restrictions by the Declarant or Architectural Control Committee.

10.3 **Hot Tubs.** Hot tubs and spas shall be operated and used in a manner that does not disturb the peace and tranquility of the Subdivision or interfere with the use and enjoyment of adjacent property by their respective Owners.

10.4 **Outdoor Furniture.** Construction and location of permanently placed outdoor furniture and accessories, including, but not limited to, back stops, picnic tables, barbecues, gazebos, arbors, jungle gyms, swing sets, tree houses, doghouses and dog runs, is prohibited unless otherwise approved in writing by the Declarant or the Architectural Control Committee. Their design, construction and appearance shall at all times be compatible with the architectural and landscaping theme of the Subdivision.

10.5 **Firewood.** Firewood is to be stacked neatly and immediately adjacent to the Lot Owner's home. Use of tarpaulins or plastic covers which are color coordinated with the Owner's residence or clear/transparent shall be required.

10.6 **Mailboxes.** No mailboxes may be installed on any Lot within the Subdivision, other than mailboxes actually installed on or attached to a residence, except of a type and in a location approved by Declarant or the Architectural Control Committee. Any and all mailbox types and locations so approved shall also meet any and all requirements of the post office.

10.7 **Exposed Mechanical Equipment.** Heat pumps, propane tanks, solar devices, chimney flumes, hot tub pumps, swimming pool pumps and filtration systems, satellite dishes, and similarly exposed mechanical equipment, shall be aesthetically concealed from view on all sides of the Lot and shall be shielded in such a manner as to minimize noise and safety concerns.

10.8 **No Re-Subdivision of Property.** As of the date of these Restrictive Covenants, the Property has been subdivided by the Declarant into ***twenty-two (22) Lots***. Following the execution and recordation of these Restrictive Covenants, any additional subdivision of the Property or any part or parcel thereof beyond the initial ***twenty-two (22) Lots*** shall not be allowed.

11. **Irrigation Water.** There are no appurtenant irrigation water rights to Rivercrest Estates Lots. Limited and seasonal irrigation water for purposes of lawn and landscape maintenance will be made conditionally available to each Lot from Pomona Properties & Investments, LLC, a private irrigation company ("Irrigation Company"). Irrigation of lawns shall be required and Lots shall be required to use irrigation water from the Irrigation Company for all landscape maintenance and Lot Owners shall **not** use domestic water serving residences located on Lots for irrigation purposes.

11.1 **No Developer Warranties or Responsibilities.** Such supply of irrigation water to the Rivercrest Estates Lots is based on and creates a direct relationship between Lot Owners and the Irrigation Company with no involvement by Declarant, and the Declarant fully disclaims and makes no warranties, assurances, or representations of any kind whatsoever, express or implied, as to whether the irrigation water made available to the Lots will supply an adequate quantity or quality of irrigation water to maintain lawn and landscaping on a regular, uninterrupted, and continuous basis. Accordingly, the potential interruption or unavailability of irrigation water to a Lot is a disclosed and known risk solely assumed by the Lot Owner; and any interruption or unavailability of irrigation water to a Lot shall not create any liability on the part of the Declarant, nor shall it create any right for any Lot Owner to request or otherwise receive a refund/reduction of any irrigation water charge owing and/or paid to the Irrigation Company.

11.2 **Fees.** Each Lot shall be subject to payment of an annual irrigation water charge to the Irrigation Company regardless of whether or not irrigation water is actually utilized by a particular Lot. The Irrigation Company (or its successor(s) and assign(s)) reserves the right to prospectively adjust (increase/decrease) the amount of the per-Lot annual irrigation water charge by providing advance written notice of charge adjustment to each Lot Owner by January 31st of any calendar year.

11.3 **Remedies for Nonpayment – Lien.** The failure of any Lot Owner to fully pay the Lot's irrigation water charge when billed and due shall be adequate basis for the Irrigation Company to cut off the supply of irrigation water to the Lot until such charge is fully paid and shall entitle the Irrigation Company to pursue any remedy set forth in the recorded Irrigation Water Delivery System Agreement applicable to the Subdivision. In addition, each and every irrigation water charge against a Lot (together with accrued interest at **12.0%** per annum and any attorney's fees and costs incurred in any collection or enforcement action) shall be a separate, distinct, and personal debt and obligation of the Lot Owner. In the event that an irrigation water charge is not fully paid within thirty (30) days of the date it becomes due, the amount owing (together with accrued interest at 12.0% per annum and any attorney's fees and costs incurred in any collection or enforcement action) shall automatically become a valid, enforceable, and continuing lien against the Lot(s) owned by the non-paying Lot Owner. Such lien may be perfected and made of record by the Irrigation Company (or its successor(s) and assign(s)) preparing and recording a sworn notice of lien with the Franklin County Auditor that legally describes the non-paying Lot Owner's Lot(s) and that sets forth the basis for the lien and the monetary amount of the lien. Such lien shall have priority over all other liens and encumbrances against the Lot, recorded or unrecorded, and such lien may be foreclosed and enforced by a civil action in Franklin County Superior Court in the manner prescribed for the judicial foreclosure of a mortgage. The court shall have the power to order the sale of the non-paying Lot Owner's Lot(s). In any action brought to foreclose such lien, the Lot Owner shall be joined as a party to such action. The interest in the Lot(s) of any other person/entity who, prior to the commencement of the action, has a recorded interest in the Lot(s) (or any part thereof) shall not be foreclosed or affected unless they are also joined as a party to the action. To the fullest extent allowed by law, each Lot Owner shall be deemed to have fully released and waived any homestead and/or other similar exemption rights in effect at the time of any such foreclosure action.

12. **Architectural Control Committee:** For the purpose of insuring the development of the Subdivision as a high quality residential community, Declarant reserves the right to control buildings and Structures as set forth in these Covenants and hereby reserves the right, in its sole and absolute authority, to approve or disapprove any and all proposed construction, alteration or improvement of the buildings, Structures, landscaping, fences and exterior lights placed on each residential Lot. The Owner or occupant of each residential Lot by acceptance of title thereto, or by taking possession thereof, covenants and agrees that no residence, building, wall, fence, landscaping, lamppost, exterior lights, swimming pool, spa, hot tub, or other Structure shall be placed upon a Lot within the Subdivision (or materially changed as to location or exterior appearance) unless and until plans and specifications have been reviewed and approved in writing by the Declarant or its "nominee" as hereinafter set forth. Each such building, wall, fence, landscaping, plantings, swimming pool, spa, hot tub or other Structure shall be placed on a Lot within the Subdivision only in accordance with the plans and specifications and plot plan so approved in writing. Approval or rejection of plans and specifications may be based upon any ground, including purely aesthetic grounds, which the Declarant or its nominee, in the exercise of its sole and absolute discretion, shall deem sufficient. No alteration of the exterior appearance or location of any Structure, building or improvements (including but not limited to the color of any building or improvement) shall be made without the written approval of the Declarant or its nominee. All plans and specifications shall require review by the Architectural Control Committee.

12.1 **Nominee - Architectural Control Committee.** For purposes of this Declaration, the "nominee" of the Declarant shall be known and referred to as the "Architectural Control Committee", appointed by the Declarant and serving at the will of the Declarant until such time as one hundred percent (100%) of the Lots within the Subdivision have been sold, at which time a majority of the then Lot Owners shall appoint the Architectural Control Committee consisting of no less than three (3) Owners with all of the powers authorized or implied in this Declaration.

12.2 **Submission of Plans.** Before commencing construction (and before applying for any necessary building permit) of any Structures, buildings or other improvements on any Lot, the Owner shall submit to the Declarant or Architectural Control Committee, at the Owner's cost, two(2) complete sets of detailed building construction plans and specifications for the proposed improvements, a site plan showing the location of proposed improvements, a plot plan showing the location of the proposed improvements in relation to the other homes, improvements and physical features on the Lots and vertical cross-sections showing the relative elevations of the street, residential building site and rear yard as compared to the finished floor and the highest roof elevation of the residence to be constructed on the Lot (the plans, specifications, site plans and plot plans are individually and collectively referred to as the "Plans"). The Plans must show the nature, kind, shape, height, elevation with reference to existing and finished Lot grade, width, color, materials, landscape plan and location of the proposed Structures and improvements. Complete Plans must be signed by the Owner/Applicant and be delivered, along with the request for approval, stating the Owner's name, address, Lot number, telephone number and email address. Declarant or the Architectural Control Committee shall determine, in their sole discretion, whether Plans are complete and have been submitted as required in this section, and whether any additional information is required to facilitate review of the Plans. Plans shall be submitted to the Declarant or the Architectural Control Committee not less than **thirty (30) days** prior to the proposed construction starting date, and such construction or alteration shall not be started until written approval for the construction is given by the Declarant or the Architectural Control Committee. The Plans submitted to the Declarant or the Architectural Control Committee shall be drawn to a scale not less than one-eighth (1/8th) of an inch equals one (1) foot, and the plot plan shall be drawn to a scale not less than one (1) inch equals twenty (20) feet. The plot plan shall designate the direction "north", shall locate all existing and proposed improvements, shall locate all utility installations, and shall locate all trees, bushes or other landscaping, having a present or reasonably expected height in excess of six (6) feet. The Plans shall also include a floor plan with typical wall sectioning and four (4) major exterior building elevations indicating exterior materials, finishings, window sizes and materials, door sizes and materials, and exterior finish and color scheme. Once approved, a set of approved plans must be on the job site at all times.

12.3 **Time for Review.** If the Declarant or the nominee fails to approve or disapprove complete Plans submitted by an Owner of a residential site within thirty (30) days after receipt of a written request meeting the requirements of Paragraph 3.2 above, then such approval shall not be required; provided, however, notwithstanding the presence or absence of prior approval, no building, deck, wall, fence, lamppost, exterior lights, swimming pool, spa, hot tub, landscaping or other Structure or exterior improvement shall be erected or allowed to remain on any Lot which violates any of the covenants, conditions or restrictions contained in this Declaration.

12.4 ***Plan Review.*** Plans submitted to the Declarant or Architectural Control Committee will be acted on within **thirty (30) days** from receipt of complete Plans. An Owner may request an opportunity to meet with the Declarant or Architectural Control Committee to explain and discuss the Plans. The Declarant or Architectural Control Committee also may request a meeting with the Owner for discussion of a pending request for approval. To approve Plans, Declarant or Architectural Control Committee must find that the approval of the Plans is in the best interest of the Owners and the Subdivision. To make this finding, the Declarant or Architectural Control Committee will evaluate the following factors:

12.4.1 Whether the Structures and improvements proposed to be constructed in the location indicated on the Plans will be detrimental to the appearance and the overall community design of the Subdivision as a whole;

12.4.2 Whether the location and exterior design, type, color and appearance of any proposed Structure or improvement will be in harmony with the design and location of surrounding Structures and improvements, vegetation, views and topography;

12.4.3 Whether the nature and character of the exterior materials and the quality of the exterior workmanship are consistent with and will be in harmony with existing structures and improvements;

12.4.4 Whether construction of the proposed Structure or improvements will detract from the beauty and aesthetic appearance of the Subdivision as a whole or the enjoyment thereof by other Owners;

12.4.5 Whether the Structures and improvements proposed to be constructed in the locations indicated in the Plans will be in compliance with the requirements of this Declaration;

12.4.6 Whether general architectural considerations, including site layout, relationship of Structure and improvements to streets and other features of the Subdivision, and to open space and topography, orientation and locations of Structures and improvements, vehicular access, circulation and parking, set backs, height, walls, fences, and similar elements have been designed to provide a desirable environment for a high quality residential subdivision;

12.4.7 Whether general landscape considerations, including without limitation, the location, type, size, color, texture and coverage of plant materials, provision for irrigation, maintenance and protection of landscaped areas and similar elements have been considered to ensure visual relief, to compliment buildings, Structures and other improvements and to provide an attractive environment for the enjoyment of the Owners in general and the enhancement of property values in the Subdivision generally.

If the Declarant or Architectural Control Committee makes a negative finding on one or more of the matters set forth above, it shall either disapprove the Plans or condition approval on modifications to the Plans that would, if implemented, permit the above findings to be made. The Declarant or the Architectural Control Committee shall communicate its decision to the Owner or Applicant at the address set forth in the request for approval. Plan approval shall be evidenced

by written endorsement on the Plans to the Owner, and should be available at the job site at all times by the Owner's contractor.

12.5 **Declarant not Liable.** Neither Declarant, its nominee nor any of its employees, agents or contractors shall be liable for any damage, loss, claims suffered or claimed by any person on account of the approval or disapproval of any Plans, whether or not in any way defective, or the construction of any Structure or improvement, or performance of any work, whether or not pursuant to approved Plans. Without limiting the foregoing, Declarant's or Architectural Control Committee's approval of any Plans shall not constitute any warranty or representation whatsoever by the Declarant or Architectural Control Committee that the Plans were examined or approved for engineering or structural integrity or for sufficiency or compliance with any applicable governmental code or requirement. Each Owner hereby releases any and all claims or possible claims against the Declarant, Architectural Control Committee, or its agents or employees, and their heirs, successors and assigns, of any nature whatsoever based upon engineering or structural integrity or sufficiency or compliance with any applicable governmental code or requirement.

12.6 **Compliance with Law.** No approval by the Declarant or Architectural Control Committee of any Structure or improvement on a Lot shall release or relieve an Owner from responsibility for complying with all applicable laws, ordinances and regulations or from obtaining all permits or licenses required by any governmental authority. The failure of the Declarant or Architectural Control Committee to act on any request for approval by an Owner notwithstanding, no Structure or improvement shall be commenced, constructed or allowed to remain on any Lot in the absence of the issuance of any required building permit or license, or which may be in violation of any restriction contained in this Declaration.

13. **LANDSCAPING AND GENERAL PROPERTY MAINTENANCE:**

13.1 **Approval of Landscaping Plan.** All landscaping within the Subdivision shall be subject to the approval of Declarant or the Architectural Control Committee. Landscaping of what is commonly referred to as the front yard of each single family Lot within the Subdivision shall be completed within **thirty (30) days** from the date a single-family residence is completed (which shall be the date a Certificate of Occupancy is issued for the residence); subject to commercially reasonable extensions based on weather or growing conditions beyond the Lot Owner's reasonable control. Landscaping for the remainder of each single-family Lot consistent with this Declaration shall be completed within **six (6) months** from the date a single-family residence is completed (i.e., the side yards and rear yards of each Lot within the Subdivision). Upon request of the Lot owner, the Architectural Control Committee may grant commercially reasonable extensions of time to complete the Lot landscaping within the Subdivision. Landscape plans and materials must include a low profile landscaping design to preserve views and open spaces while maintaining sight lines from Lots within the Subdivision. Use of trees should be avoided and preferred landscape materials include native plants, grasses, tiered plantings beds, low hedges, ground cover and raised garden beds. Landscaping that blocks the view from other Lots within the Subdivision shall be prohibited and any landscaping that materially impairs the view from another Lot within the subdivision may be modified or removed at a Lot owner's expense by the Declarant or Architectural Control Committee.

13.2 **Appearance of Lot.** All Lot Owners must keep landscaping in good condition and no weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon subject real property and no refuse pile, garbage, unused or inoperable motor vehicles or unsightly objects shall be allowed to be placed or to remain anywhere within the Subdivision. In the event that any Owner of property within the Subdivision shall fail or refuse to keep the premises free from weeds, underbrush, refuse piles, garbage, unused motor vehicles or other unsightly growth or objects, Declarant or its nominee or other Owners may enter upon the lands to remove the same at the expense of the Owner, such entry shall not be deemed a trespass and, for purposes of such entry, the Lot Owner hereby grants to Declarant and its nominee an irrevocable license to enter upon their respective property.

13.3 **Limitations on Landscaping.** The use of large trees as part of an Owner's landscaping plan shall be discouraged and no tree shrub or other planting shall exceed the elevation of *fifteen (15) feet* in height. In addition, no tree or shrub with a trunk that exceeds *six (6) inches* in diameter measured at a height of *two (2) feet* above ground shall be cut down, removed or intentionally destroyed without the Declarant or Architectural Control Committee approval.

13.4 **Enforcement.** After giving notice in accordance with paragraph 14.4 below, if Declarant is required to enforce the terms of this covenant, then all of the costs therefor expended to enforce the covenant shall automatically become a special lien and assessment on the Lot of the defaulting Lot Owner. The assessment shall be payable, together with attorney's fees, costs and interest at the rate of **twelve percent (12%) per annum** from the date of disbursement, upon demand. This lien may be foreclosed in the same manner as provided for the foreclosure of mechanic's or materialman's liens under the laws of the State of Washington.

14. **General Provisions:**

14.1 **Easements.** Declarant reserves for itself, its successors, assigns and for the benefit of all Lot Owners within the Subdivision, permanent easements under, along and over the easements as shown on the face of the plat of the Subdivision for the purpose of carrying utilities, water or sewage, and for the necessary maintenance of such facilities; and nothing shall be done on any other building Lot that interferes with the natural drainage of surface water to the injury of other property.

14.2 **Mortgages.** The breach of any of the covenants, conditions, reservations or restrictions contained in this Declaration, or any re-entry by reason of a breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any Lots or portions thereof located on the subject real property; provided, however, all such covenants, conditions, reservations and restrictions shall be binding upon and effective against any mortgagee or trustee or Owner, whose title or whose grantor's title is or was acquired by foreclosure, trustee sale or otherwise.

14.3 **Remedies for Breach.** The covenants and conditions contained in this Declaration shall inure to the benefit of and be enforceable by (a) the Declarant, its successors or assigns; (b) the grantees in deeds conveying land within the Subdivision, their respective heirs, personal representatives and assigns; and (c) any subsequent Owner of any Lot within this Subdivision. Such parties shall have the right to proceed at law or in equity to compel compliance

with any condition, covenant, reservation or restriction contained in this Declaration, or to prevent the violation or breach of any of them, or to recover damages for such breach.

14.4 **Enforcement of Covenants - Notice.** In the event any Lot Owner, Declarant, or the Architectural Control Committee determines that there is a violation by any Owner or Owners of any of the provisions of this Declaration, then the complaining party shall give the subject Lot Owner(s) written notice describing the violation and allowing the subject Lot Owner(s) no less than ten (10) days to cure the default. Should such violation continue after the giving of the required notice, Declarant or the complaining party, as the case may be, shall be entitled to commence an action in the Superior Court in and for the County of Franklin, seeking injunctive or other relief and the prevailing party in such action shall be entitled to reasonable attorney's fees in addition to the costs of suit. In addition, should the violation involve the failure to maintain any Lot or any other covenant which may be corrected by the hiring of labor and purchasing of materials, Declarant, the Architectural Control Committee, or other affected Owners, after expiration of the 10-day notice period, may hire the necessary labor or acquire the materials to remedy the violation and the cost thereof shall be assessed against the violating Owner and Lot involved and all such costs, including ***eighteen percent (18%) interest*** and reasonable attorney's fees, shall constitute a lien on the Lot once filed with the Franklin County Auditor as provided by law. Such lien may be foreclosed using the procedures for foreclosing mechanic's or materialman's liens under the laws of the State of Washington.

14.5 **Non-Waiver of Breach.** The failure of the Declarant or any other person or organization to promptly enforce any covenant, condition, reservation or restriction contained in this Declaration shall not constitute a waiver of any such condition, covenant, reservation or restriction, or the right to enforce them in the future. Under no circumstances shall any action be brought or maintained by any person whomsoever against Declarant or other Lot Owners, for or on account of their failure to enforce any breach of the covenants, conditions, reservations and restrictions contained in this instrument, or for imposing restrictions in this Declaration which may be later found unenforceable.

14.6 **Term of Covenants.** These covenants shall be considered as covenants running with land and shall be binding upon the parties, persons, and entities owning land within the Subdivision, and their heirs, personal representatives, successors and assigns, until January 1, 2034; provided, these covenants and restrictions shall automatically extend in their entirety for successive periods of ***ten (10) years***, unless by appropriate instrument in writing, consent to their termination, in whole or part, has been executed and acknowledged by not less than ***seventy-five percent (75%)*** of the then Lot Owners within the Subdivision and filed in the official records of the Franklin County Auditor.

14.7 **Amendments.** These covenants may be amended with the approval of not less than ***seventy-five percent (75%)*** of the Lot Owners within the Subdivision, after Declarant has turned over control of the Architectural Control Committee as set forth in Paragraph 12 above.

14.8 **Severability.** In the event any one or more of the covenants, conditions, reservations and restrictions contained in this Declaration is declared, for any reason, by a court of competent jurisdiction to be unenforceable or void, all covenants, conditions, reservations and

restrictions which remain and are not expressly held to be void or unenforceable, shall continue to remain in full force and effect.

DATED this 28TH day of MARCH, 2024.



DECLARANT:

ROTSCHY, LLC

[Signature]
Shane Korpela
Its: MEMBER

STATE OF WASHINGTON)
)
County of FRANKLIN)

On this 28TH day of MARCH, 2024, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared SHANE KORPELA to me known to be the MEMBER of **Rotschy, LLC** the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that (s)he is authorized to execute the same instrument on behalf of the limited liability company.

Witness my hand and official seal hereto affixed the day and year first above written.

[Signature]
PETER HARPSTER [print name]
Notary Public in and for the state of
Washington, residing at PALLO, WA
My appointment expires 05/01/26