



**RESTATED DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
APPLEWOOD ESTATES**

*Benton
County*

The undersigned declare that the real property hereafter described shall be held, sold, conveyed and developed subject to the following restated covenants, conditions and restrictions. This Restated Declaration is intended to fully supersede and replace the Declaration recorded on January 4, 2002 under Benton County Auditor's File No. 2002-000297.

**I
Definitions**

A. **Association.** The term "Association" shall mean and refer to Applewood Estates Homeowner's Association, a Washington non-profit corporation.

B. **Owner.** The term "Owner" shall mean and refer to the record owner, or owners, 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.

C. **Declaration.** The term "Declaration" shall mean and refer to this Restated Declaration of Covenants, Conditions, and Restrictions for Applewood Estates.

D. **Developer.** The term "Developer" shall mean and refer to MVZ and JVZ Enterprises, LLC, a Washington Limited Liability Company, or its assigns.

**II
Property Subject of This Declaration**

The real property subject of this declaration is located in Richland, Benton County, Washington, and legally described as follows:

Lot 3, Short Plat 2482, according to the survey thereof recorded under Auditor's File No. 2000-006129, Records of Benton County, Washington; together with that portion of Shockley Road vacated by City of Richland Ordinance No. 27-00, and recorded under Auditor's File No. 2000-021508, Records of Benton County, Washington; and

That portion of the Southwest Quarter of the Southeast Quarter of Section 22, Township 9 North, Range 28 East, W.M., Records of Benton County, Washington, described as follows:

Beginning at the South Quarter corner of said Section 22; thence North 89°13'34" East, along the south line of said Section 22 and the centerline of Shockley Road, a distance of 305.03 feet; thence North 00° 46'26" West a distance of 30.00 feet to a point on curve, being the northerly margin of said Shockley road and the true point of beginning; thence along a non-radial curve to the left, said curve having a central angle of 12° 02'36", a radius of 280.00 feet, a chord bearing of North 44° 59'28" East, an arc distance of 58.86 feet; thence North 38° 58'10" East, a distance of 186.31 feet to the westerly margin of Keene Road; thence South 49° 19'33" East along said westerly margin a distance of 278.34 feet to the northerly margin of Shockley Road; thence South 89° 13'34" West along said northerly margin a distance of 369.84 feet to the true point of beginning.

Together with that portion of Shockley Road vacated by City of Richland Ordinance No. 27-00, and recorded under Auditor's File No. 2000-021508, Records of Benton County, Washington.

Said property is commonly known as Applewood Estates. Developer reserves the right to amend the above legal description to incorporate future phases of Applewood Estates. Upon recording of a duly executed amendment to this Declaration, said additional properties shall be subject to the same covenants, conditions, and restrictions as hereinafter imposed. An amendment solely for the purpose of adding additional phases shall not require the consent of other Owners and may be made and executed solely by Developer or Developer's assigns.

III

Homeowner's Association

A. **Creation of Homeowner's Association.** Applewood Estates Homeowners Association, a Washington non-profit corporation has been created to manage, administer and enforce the covenants, conditions and restrictions herein created.

B. **Automatic Membership.** Each Owner of property within Applewood Estates shall automatically become a member in the Association at such time as an ownership interest is acquired.

C. **Operation and Management of Association.** Applewood Estates Homeowners' Association, shall operate pursuant to the authority created by its Articles of Incorporation and duly adopted Bylaws.

D. **Assessments.** By accepting ownership of property within Applewood Estates, each Owner agrees to pay such assessments as may be levied by the Association for the maintaining or improving the common area or property deeded to the Association by the Developer or their assigns. Such assessments shall be determined annually by the Board of Directors and assessed equally among all effected lot Owners. If any assessment is unpaid within thirty (30) days after it has become due, the same shall constitute a lien against the lot assessed and shall bear interest at the rate applicable to judgments. The Association shall have the power to bring suit against any Owner for unpaid assessments and to enforce the lien created herein by foreclosure in the same manner provided for mortgages on real property. If it should be necessary to employ an attorney to assist in the collection of any unpaid assessments, or to enforce the lien against any lot by virtue of an unpaid assessment, the Association shall be entitled to recover its reasonable attorney's fees and costs.

IV Architectural Control

A. **Creation of Architectural Control Committee.** The Board of Directors for Applewood Estates Homeowners Association will establish an Architectural Control Committee (ACC) which shall be responsible for reviewing the plans for all proposed new construction, additions, or modifications. The ACC shall be responsible to ascertain that the plans and subsequent construction within Applewood Estates meets the minimum building requirements set forth in this Declaration. The committee shall allow reasonable latitude and flexibility in the design of homes to be built on lots in Applewood Estates and shall not discourage new or innovative design concepts or ideas.

B. **Composition of Architectural Control Committee.** The Architectural Control Committee shall consist of three (3) individuals. Membership on said committee shall be determined annually by the Association's Board of Directors. So long as the Developer owns any property in Applewood Estates, or any adjoining subdivision, Developer shall be entitled to appoint a minimum of two (2) members to the ACC.

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 ACC for review. A modification of the home exterior will include decks, hot tubs, patios, pools, and similar alterations. Construction of new structures includes fencing, equipment and material housing, dog runs, gazebos, arbors associated with landscaping, and other similar construction. Until

the Applewood Estates Architectural Control Committee has been created, all submittals shall be made to the Developer.

D. Submittals Required for Architectural Control Committee Approval. The following items shall be submitted to the Architectural Control Committee for approval. The ACC may request additional material to be submitted at its discretion:

- i. Site plan showing the lot boundary and the proposed location of all improvements, including all structures, driveways, sidewalks, fences, outdoor lighting, etc. All easements and proposed setbacks shall be shown. Proposed grading and drainage away from the proposed residence and adjacent lots shall be indicated.
- ii. Floor plans designating the square feet per floor and total finished square feet (exclusive of garages, covered patios, storage areas, etc.)
- iii. Elevations depicting front, rear and side elevations including proposed material finish descriptions.
- iv. Specifications describing the materials and finishes proposed for both the interior and exterior construction.
- v. Landscaping plan, including layout of plant types and sizes.
- vi. Colors proposed for all exterior finishes, including paint color, brick, stone, rock and stucco finishes. Exterior colors shall be earth tone exterior colors.

E. Approval of Plans. No construction, change, modification, or alteration for which plans are to be submitted, shall commence until the plans and specifications as above described have been submitted to and approved in writing by the ACC. Approval will be based upon factors set forth below. In the event the ACC 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 general building restrictions herein stated.

F. Liability of Committee and Homeowner for Compliance. In spite of the foregoing provisions, the ACC 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 ACC 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 ACC and each of its members on account of any activities of the ACC relating to such owner's property or buildings to be constructed on his or her property.

V
BUILDING AND USE RESTRICTIONS

A. **Single Family Residence.** All lots within Applewood Estates shall be known as residential lots and shall be used for single family residential purposes only, and construction shall be restricted to single-family houses and related improvements. Group homes, or similar non-family living arrangements shall not be permitted.

B. **Commercial Uses Prohibited.** No business uses or activities of any kind whatsoever shall be permitted or conducted in Applewood Estates. Nor shall any residential lot be used for a trade, business, or religious activity including day schools, nurseries or church schools.

C. **Residential Lot Size.** More than one lot may be used for a single residential structure.

D. **Dwelling Size Restrictions.** All homes shall have a minimum of 1800 square feet of finished space exclusive of basement, garages, storage rooms, covered patios, etc.. All multi-level homes shall have a minimum of 2100 square feet and no less than 1300 square feet on main level. Exterior wall shall be limited to 16 feet flat expanses across front except for garages up to 24 feet expanses on homes up to 2100 square feet. Minimum of three (3) architectural cuts in front and street-side corner lots. Expanses on houses over 2100 square feet can be changed at discretion of the ACC Committee.

E. **Detached Storage Facilities.** Detached storage facilities shall be of the same construction, finish, and color, as approved for the house. Any detached storage over 150 square feet needs to be approved by ACC.

F. **Temporary Structures.** 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.

G. **Exterior Finishes and Colors.** All homes shall be required to incorporate brick, stone, or stucco in the exterior finish. Architectural and aesthetic balance shall be a primary concern in determining how much brick, stone, or stucco will be required; however, the front exterior elevation shall have no less than 30% brick, stone, or stucco excluding windows and doors. Brick, stone or stucco, where used, shall wrap the corners a minimum

of two (2) feet. Cardboard sidings by Masonite, Louisiana Pacific, Georgia Pacific, or equal of the following types are permitted: 4" reveal cottage horizontal lap; 6" reveal cottage horizontal lap; 6" full lap; 8" full lap.

H. **Garages.** Interiors of garages shall be sheet-rocked, textured and painted. A four-car garage is the maximum allowed. The intent of this provision is to prevent the garage from being used solely as a storage or workshop location. Garages mandatory for detail with minimum 6' trim and 200 lineal feet for remainder front elevation unless street side. No more than 30 feet span on yard side, with no street exposure.

I. **Roofing.** Roofs shall be architectural 30-year grade or higher quality. Only dark brown, gray or black colors are permitted. Unless otherwise approved by the ACC as compatible with a particular design or style, the minimum pitch for roofs shall be 6/12. Broken roof lines are encouraged and required. Mixing of different roof pitches on the same elevation is discouraged. Roof vents and other ventilation pipes shall be located on the rear elevations, except where impractical, and shall bloterwise be installed in an inconspicuous location and manner.

J. **Landscaping.** Landscaping in front and side yards, including underground sprinkler system, must be complete before initial occupancy. Backyards shall be landscaped with sprinklers within 180 days of occupancy. Only sod is permitted on front yards. Seed and hydro-seed are permitted on side and rear yards.

K. **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.

L. **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.

M. **Basketball Equipment.** Basketball backboards shall not be permitted on the roof or walls of the dwelling.

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 ACC.



O. **Restrictions on Construction of Fences.** All fences shall be 4 to 6 feet high, unless otherwise approved by the ACC. Transition in fence height from 4 feet to 6 feet shall be accomplished by stepping, not angling the fence top. Acceptable material — masonry, wrought iron, and cedar — or approved by ACC.

P. **Lights.** No spotlights, flood lights or other high intensity lighting shall be placed or utilized upon any lot or any structure erected thereon which in any manner will allow light to be unreasonably directed or reflected on any other lot. An exterior light pole with a 60 watt bulb shall be installed within 10 feet of the front property line or two decorative lights shall be installed on the corners of garages facing the street.

Q. **Substantial Completion of Construction.** Any construction commenced on any lot shall be substantially completed, including landscaping and painting, within nine (9) months from the date such construction is commenced.

R. **Signs.** No sign of a commercial nature, except for one "For Rent" or one "For Sale" sign per Lot of no more than five (5) square feet, shall be allowed.

S. **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.

T. **Nuisance.** 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 unsightly objects or nuisance shall be erected, placed or permitted on any lot.

U. **Garbage, Rubbish and Storage Areas.** Each lot shall be maintained free of rubbish, trash, garbage or other unsightly items. No garbage, trash, or other waste materials shall be burned on any lot. Garbage cans, clotheslines, woodpiles and areas for the storage of equipment and unsightly items shall be kept screened by adequate fencing or screening.

V. **Vehicle Restrictions.** No vehicle, wagon, trailer, camper, mobile home or boat of any type which is abandoned or inoperative shall be stored or kept on any lot or in front of any lot. No commercial vehicle, camper, boat, trailer, mobile home or recreational vehicle or similar type vehicle shall be parked in front of a lot or in a front driveway. Commercial vehicles shall not include sedans or standard size pickup trucks which are used for both business and personal use, provided that any signs or markings of a commercial nature on such vehicle shall be unobtrusive and inoffensive. Parking on the street shall be limited to 72 hours. Vehicles parked or abandoned in violation of these provisions may be removed at Owner's expense.

W. **Animals.** No animals, livestock or poultry shall be raised, bred or kept on any lot, except customary household pets such as dogs, cats and household birds, in such number and type as will not create a nuisance or disturb the health, safety, welfare, or quiet enjoyment of the other Owners. All household pets shall be kept under reasonable control at all times. All animal wastes must be promptly disposed of in accordance with applicable city or county regulations. Upon the written request of any Owner, the Association may determine whether a particular animal constitutes a customary household pet or is a nuisance, or whether the number of household pets is reasonable. Any decision rendered by the Association shall be final.

X. **Leasing.** The Owners of lots shall have the right to lease their respective lots and the dwellings thereon provided that any such lease is in writing and is specifically made subject to the covenants, conditions, restrictions, limitations and uses contained in this Declaration, and any reasonable rules and regulations published by the Association. Any Owner who leases his/her lot shall provide notice to the Association which notice shall include the tenant's name, the number of occupants, the date the lease commences and the date the lease will terminate.

VI DISPUTE RESOLUTION

In the event of any claims or disputes arising out of this Declaration, the parties hereby agree to submit the same to binding arbitration at a location to be mutually agreed upon in Benton County, Washington. In the event the parties are unable to agree upon an arbitrator, or location, the same shall be selected by the presiding judge for the Benton County Superior Court at the request of either party. The mandatory arbitration rules, as implemented in Benton County Superior Court, shall be binding as to procedure. The prevailing party in any such dispute shall be entitled to recover reasonable attorneys' fee.

VII MISCELLANEOUS AND GENERAL PROVISIONS

A. **Amendments.** By written consent of ninety percent (90%) of all of the lot owners, this Declaration may be modified or amended by recording of a written instrument indicating terms of any amendment or modification. In no event, however, shall this Declaration be modified or amended to allow building standards which are less restrictive than provided herein, nor shall termination of this Declaration prohibit the enforcement of the minimum building standards provided herein.

B. **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 in Applewood.

Estates, 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.

C. **Standing to Enforce Terms of Declaration.** Any lot owner, 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 ____ day of _____, 2002.

MVZ AND JVZ ENTERPRISES, LLC

By: Margaret A. Van Zuylen
Member *MEMBER*

By: Geard Van Zuylen JR
Member *MEMBER*

UPON RECORDING, RETURN TO:
P. CRAIG WALKER
COWAN WALKER, P.S.
P.O. BOX 927
RICHLAND, WA 99352

BENTON FRANKLIN TITLE CO. 22nd
BTMLD
FIRST AMENDMENT TO
RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR APPLEWOOD ESTATES

THIS AMENDMENT to Declaration is made as of this _____ day of March, 2003, by the undersigned Developer.

WHEREAS, that certain Restated Declaration of Covenants, Conditions, Restrictions for Applewood Estates ("Declaration") was recorded on January 10, 2002, under Benton County Auditor's No. 2002-000842, and

WHEREAS, said Declaration provides for amendment to the legal description therein set forth to incorporate future phases in Applewood Estates, which amendment may be made by instrument executed solely by developer or developer's assigns, and

WHEREAS, the undersigned now wishes to add an additional phase to Applewood Estates,

NOW THEREFORE, for the purpose of extending the effect of the foregoing Restated Declaration of Covenants, Conditions and Restrictions to Applewood Estates - Division Two, the undersigned hereby publishes and declares a First Amendment to the Restated Declaration of Covenants, Conditions and Restrictions of Applewood Estates to read as follows:

FIRST AMENDMENT TO RESTATED DECLARATION - 1
March 27, 2003



1. **Legal Description of Property.** The legal description of the property effected by said Declaration as set forth in Article 2 is hereby amended to read in full as follows:

Lot 3, Short Plat 2482, according to the survey thereof recorded under Auditor's File No. 2000-006129, Records of Benton County, Washington; together with that portion of Shockley Road vacated by City of Richland Ordinance No. 27-00, and recorded under Auditor's File No. 2000-021508, Records of Benton County, Washington; and

That portion of the Southwest Quarter of the Southeast Quarter of Section 22, Township 9 North, Range 28 East, W.M., Records of Benton County, Washington, described as follows:

Beginning at the South Quarter corner of said Section 22; thence North 89°13'34" East, along the south line of said Section 22 and the centerline of Shockley Road, a distance of 305.03 feet; thence North 00°46'26" West a distance of 30.00 feet to a point on curve, being the northerly margin of said Shockley Road and the true point of beginning; thence along a non-radial curve to the left, said curve having a central angle of 12°02'36", a radius of 280.00 feet, a chord bearing of North 44°59'28" East, an arc distance of 58.86 feet; thence North 38°58'10" East, a distance of 186.31 feet to the westerly margin of Keene Road; thence South 49°19'33" East along said westerly margin a distance of 278.34 feet to the northerly margin of Shockley Road; thence South 89°13'34" West along said northerly margin a distance of 369.84 feet to the true point of beginning.

Together with that portion of Shockley Road vacated by City of Richland Ordinance No. 27-00, and recorded under Auditor's File No. 2000-021508, Records of Benton County, Washington; together with

Applewood Estate - Division Two, according to the plat thereof recorded in Volume 15 of plats, Page 202, Records of Benton County, Washington.

2. **Effective Date.** This Amendment shall take effect immediately.

3. **Other Provisions.** Except as specifically modified herein, all other terms and conditions of the Restated Declaration of Covenants, Conditions and Restrictions for Applewood Estates shall remain unchanged and of continuing effect.



IN WITNESS WHEREOF, the undersigned has executed this Amendment to the Restated

Declaration as of the date first above written.

DEVELOPER:

MVZ AND JVZ ENTERPRISES, LLC

By: *Marge A. Van Zuyen*, member
Marge A. Van Zuyen, Member

By: *Gerald Van Zuyen*
Gerald Van Zuyen, Member

STATE OF WA }
COUNTY OF Benton } SS

I certify that I know or have satisfactory evidence that Marge A. Van Zuyen
is Gerald Van Zuyen the person who appeared before
me, and said person has acknowledged that he signed this instrument, on oath stated that
authorized to execute the instrument and acknowledge it as the
Member of MVZ and JVZ Enterprises Inc.
free and voluntary act of such party for the uses and purposes mentioned in this instrument.
Dated: 4/2/03 Jennifer Deaton

JENNIFER L. DEATON
State of Washington
NOTARY PUBLIC
Commission Expires
APRIL 9, 2006

Notary Public in and for the State of WA
Residing at Kennawick
My appointment expires: 7-9-2010