

**RETURN ADDRESS:**

HART AND WINFREE (PEH)  
Post Office Box 210  
Sunnyside, Washington 98944

**DECLARATION OF RESTRICTIVE COVENANTS**

**GRANTOR:**

1. **BYRON ESTATE, L.L.C., a Washington Limited Liability Company**

**GRANTEE:**

1. **PUBLIC**

**Legal Description (abbreviated):**                      **Lots 1-8, Byron Estates**

**Additional legal description is on page 2 of document.**

**Assessor's Parent Parcel No. 1-0784-301-0491-003**

---

**DECLARANT:**                    **BYRON ESTATE, L.L.C., a Washington Limited Liability Company.**

**DATE:**                        February 4<sup>TH</sup>, 2010

**RECITALS:**

A.        Declarant is the owner eight parcels of real property in Benton County, Washington, commonly known as Byron Estates, hereinafter referred to as the "Property" and legally described as follows:

Lots 1 through 8, BYRON ESTATES, according to the plat thereof recorded in Volume 15 of Plats, Page 384, records of Benton County, Washington.

**Assessor's Parent Parcel No. 1-0784-301-0491-003**

B.        Declarant desires to set forth certain covenants and conditions, reservations and restrictions for the purpose of keeping the subdivision desirable and uniform for single family dwellings.

**NOW, THEREFORE**, the Declarant makes the following declarations as to limitations, restrictions and uses to which the lots may be put, and hereby specifies that such declarations shall constitute covenants to run with all the land, as provided by law, and shall be binding on Declarant and all persons claiming under the Declarant, and for the benefit of, and for the limitation on, all future owners of any lots of the subdivision, this declaration of restrictions being designed for the purpose of keeping the subdivision desirable and uniform for single family dwellings. Each of the following shall constitute covenants to run with all lots in the subdivision.

1.        **Single Family Residence:** Each lot shall be a residential lot. Only one single family residence shall be constructed on each lot.

2. **Residential Use:** The lots shall be used only for single family residential purposes, provided that farming activities may be conducted in compliance with these covenants.
3. **Plans and Specifications:** Each family residence shall contain a minimum of sixteen hundred (1,600) square feet, exclusive of garage, decks, terraces and patios. Each residence shall include an attached garage containing a minimum of four hundred (400) square feet.
4. **Construction Materials:** All residences shall be constructed on site. No prefabricated homes, modular homes, mobile homes or any other type home that is constructed off site shall be permitted on any lot in the subdivision. T-111 siding shall not be permitted on any building in the subdivision.
5. **Outbuildings:** Storage or outbuildings shall be constructed with the same type siding and roofing materials as the residence.
6. **Underground Utilities:** No outdoor overhead wire or service drop for the distribution of electrical energy or for telecommunication purposes nor any pole, tower or other structure supporting said outdoor overhead wires shall be erected, placed or maintained within the property, except for existing electrical service lines. All owners shall use underground service wires to connect any structure to electric or telephone utility facilities.
7. **Completion Time:** Any residence or structure erected on any lot in the subdivision shall be completed as to external appearance including the finished painting within nine months from the date of commencement of construction. A lot shall be maintained in a neat and orderly condition during the course of construction.
8. **Landscaping:** Within twelve months after the date a residence is occupied the area in front of the residence shall be landscaped. A minimum of nine hundred (900) square feet in front of the residence shall be planted to grass. Vegetable gardens shall not be planted in front of a residence. The remainder of the lot shall be maintained in a manner that controls dust. All living landscape shall be maintained in an orderly, attractive, and healthy condition to include but not be limited to proper pruning, mowing, weeding, and removal of litter. Trees and shrubs shall be planted so that at maturity they do not interfere with basic property

- rights of adjacent property owners. Poplar and Cottonwood trees shall not be permitted on any lot in this subdivision. Railroad ties shall not be used as a landscaping material.
9. **Maintenance:** Each lot owner shall keep the structures on its lot, as well as the landscaping on the lot, in a clean and sanitary condition, free of rodents and pests, and in good order, condition and repair and shall do all painting, landscaping and maintenance at any time necessary to maintain the appearance and condition of the structure and the lot.
  10. **Fences:** All fences located on any lot in the subdivision shall be constructed in a manner that does not create a nuisance, eyesore or safety hazard to people or animals. Fences shall be constructed of wood, masonry, wrought iron, coated metal, vinyl, stone or other standard fencing materials. Railroad ties shall not be used as part of any fencing or landscaping.
  11. **Parking:** Commercial-type vehicles shall not be parked on any lot in the subdivision except while delivering goods or materials. Commercial vehicles may be kept inside a garage. Farm equipment for farming or maintaining a lot is allowed but shall not be parked or stored in front of the residence. Recreational vehicles including boats and watercraft shall not be stored in front of the residence.
  12. **Signs:** No sign of any kind shall display to public view on or from any lot, except the following:
    - 12.1. One professional constructed sign not to exceed one square foot used to identify the residence.
    - 12.2. A sign not to exceed 5 square feet advertising the property for sale.
    - 12.3. Signs used by a builder to advertise the property during the construction and sale.
  13. **Trash Containers and Debris:** All trash shall be placed in sanitary containers either buried or screened so as not to be visible from adjoining structures or roadways.
  14. **No Commercial Activity:** Except for the farming activities permitted by these covenants no trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind, including day schools, or nurseries, shall be conducted or permitted on any lot, nor shall goods, equipment, vehicles or materials used in connection therewith, be kept, parked, stored, dismantled or repaired on any lot.

15. **Offensive Activity:** No obnoxious or offensive activity shall be carried on in or on any home or lot nor shall anything be done therein or thereon which may be or become an unreasonable annoyance, embarrassment, discomfort or nuisance to other owners or residents or render any portion of the property unsanitary, unsightly, offensive or detrimental to other lot owners. No owner or resident shall make any unreasonably disturbing noises or odors audible or noticeable outside of a home. No owner or resident shall do or permit anything to be done within his or her lot that will unreasonably interfere with the rights, comforts or convenience of any other lot owner. Owners and residents shall lower the volume of their activities between the hours of 10 pm and 7 am to ensure their activities do not unreasonably disturb other lot owners. High intensity or halogen exterior lights shall not be used unless operated by motion sensor switches to limit their duration to ten minutes.
16. **Animals:** No livestock, poultry or other animals maintained for commercial purposes shall be allowed or kept on any lot or in any structure on any lot except that no more than four farm animals may be pastured on a lot that has been improved with a pasture. Pets excluding pit bull terriers are allowed provided that they shall not be bred or used for any commercial purposes. Livestock, may be kept for 4-H or FFA projects by residents while actively engaged in 4-H or FFA. All animals of any size including all pets must be contained within the property lines by fence or pen. All animals enclosures must be kept in a clean, neat and odor free condition at all times. Notwithstanding anything set forth herein all owners shall comply with all applicable governmental laws, codes, ordinances, and regulations pertaining to animals.
17. **LANELL Drive Access:** LANELL Drive has been constructed to provide access only for the eight lots comprising Byron Estates. A right of access to LANELL Drive shall not be granted to benefit property that is not part of Byron Estates. No lot or lot owner shall by grant of an easement, license, right of way, conveyance or other means grant a right of access to LANELL Drive for the benefit of property that is not part of Byron Estates .

18. **Approval of Building Plans and Specifications:** No construction of a residence shall be commenced on any lot until the construction plans and specifications including a plan showing the location of the residence has been reviewed and approved in writing (plan review) by the developer, Byron Estate, L.L.C., as to compliance with these covenants, quality of workmanship and materials, and exterior design. The developer may assign the plan review to any qualified real estate professional by giving written notice to all lot owners.
19. **Enforcement of Declaration:** Each lot owner shall have the right to enforce the provisions of this Declaration. The failure of any Owner to comply with the provisions of this Declaration will give rise to a cause of action in any aggrieved Owner for recovery of damages, or injunctive relief, or both. If a legal action is brought to interpret or enforce compliance with the provisions of this Declaration the prevailing party shall be entitled to judgment against the other party for its reasonable expenses, court costs, and attorneys' fees in the amount awarded by the Court.
20. **Recording:** This document shall be recorded and provide notice to all successors in interest, heirs, executors, administrators or assigns of the grantor. It is expressly understood and agreed that the covenants contained herein shall attach to and run with the land, and it shall be lawful, not only for the parties hereto, their heirs and assigns, but also for the owner or owners of any of the property described herein to institute proceedings at law or in equity against any person or persons violating or threatening to violate this declaration.

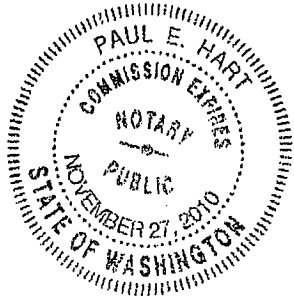
**DECLARANT:**

**BYRON ESTATE, L.L.C.**

By: W. Tadd BOWLSBY  
**W. TADD BOWLSBY, Manager**

STATE OF WASHINGTON            )  
  ) ss  
County of Yakima                )

This is to certify that on this 4 day of February, 2010, personally appeared before me W. Tadd Bowsby, Manager of **BYRON ESTATE, L.L.C.**, a Washington Limited Liability Company, that executed the within instrument and acknowledged the same 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 he is authorized to execute the same and that the seal affixed, if any, is the corporate seal of said Limited Liability Company



Paul E. Hart  
NOTARY PUBLIC in and for the  
State of Washington.  
My appointment expires: 11/27/2010  
Paul E. Hart  
Printed Name