



Return to: Milo Bauder
2495 Morency Dr.
Richland, WA 99352

The following CC&Rs replace in their entirety those CC&Rs recorded under auditors file number 2011-021030 so states the declarant, Milo Bauder Date June 18, 2012.
1-3598-300-0001-022 SEC. 35, T.9N., R.28E., W.M.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
FALCONCREST

Whereas, Declarant is the owner of certain property which is subject to this declaration of covenant in the County of Benton, state of Washington, which is more particularly described as follows: See attached legal description.

Whereas, declarant will convey the said properties, subject to certain protective covenants, conditions, restrictions, and reservations, easements, rights of access, lines and charges as here in set forth:

Now therefore, declarant hereby declares that all of the properties described below shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing said property. These easements, covenants, restrictions, and conditions shall run with real property and shall be binding on all parties having or acquiring any interest therein and shall inure to the benefit of each owner thereof.

ARTICLE 1

DEFINITIONS:

Section 1. "Lot" shall mean can refer to any plot of land shown upon any recorded subdivision map of the properties.

Section 2. "Unit" shall mean and refer to any individual dwelling shown upon any recorded subdivision map of the properties.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those that have merely a security interest of the performance of an obligation.

Section 4. "Declarant" shall mean and refer to the developer, Milo Bauer, his successors and assigns.

Section 5. "Architectural committee" shall mean and refer to the developer or his designated committee that provides architectural oversights.

ARTICLE 11 GENERAL PROTECTIVE COVENANTS

Section 1. Residential character of property. The term "residential lots," as used herein, means all of the lots now or hereafter platted on the existing property or the additions thereto. No structures or buildings of any kind shall be erected, altered, placed or permitted to remain on any residential lots other than one attached single-family dwelling, for single-family occupancy with a private garage for not more than three standard size passenger automobiles, except other structures and additional garages may be allowed only with written approval from the developer. No storage sheds are allowed.

No house trailers shall be allowed to stop on the property. No motorhome, trailer, recreational vehicle (RV), camper or boat shall be stored or parked on the premises for longer than 10 consecutive and not more than 20 days in a 6 month period and then not stored nearer the street than the front building line and enclosed with a fence, minimum 5 feet high, fenced on the front and side yard.

No trash or rubbish of any kind or yard debris shall be allowed to accumulate on any lot or tract. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal. Property owners are responsible for cleanup of waste containers set at street side that are upset by wind or dogs. Yard rakings such as rocks, lawn and shrubbery clippings, dirt and other materials resulting from landscaping work shall not be dumped into public street, ditches, downhill slopes or vacant lots. The removal and disposal of all such materials shall be the sole responsibility of the individual lot owner. Should any individual lot owner or contract purchaser fail to remove any such trash, rubbish, garbage 10 days following the date on which notices mailed to him by a ~~FALCONCREST~~ resident or the developer informing them of such violation, then the resident or developer may have said trash removed and expense of removal shall be charged to said lot owner. Any such charges shall become a continuing lien on the noncompliant lot owner and his successors in interest.

No owner or contract purchaser of any residential lot shall permit any vehicle owned or leased by him or by any member of his family or by acquaintances, and which is in a state of disrepair, to be abandoned or to remain parked upon any street or within the existing property for a period in excess of 48 hours. Should any such owner fail to remove such vehicle within two days following the date on which notices mailed to him by a resident or the developer, may have such vehicle removed and charged the expense of removal to said owner when it's presence offends the reasonable sensibilities of the occupants of the neighborhood.

No radio or television antennas shall be permitted to extend above the roof line of any residence without the written approval of the developer. Television dishes may be installed only on side yard walls, preferably out of sight as seen from the street.

All residential building construction shall be subject to compliance with the City of Richland's wild land fire protection requirements as specified in Richland municipal code section 21.010.030.

Sections 2: Architectural Control, Approved Builders and Approved Geotech engineers. To initiate the process of obtaining architectural approval, the lot owner must schedule a pre-design meeting with the declarant, the architect, the builder and the lot owner. No building shall be erected, placed or altered on any lot, residential or nonresidential, until the building plans, exterior color plan, specifications, plot plan, landscaping and fencing plan, showing the nature kind, shape, height, materials, and location of such building have been approved in writing by the developer as to conformity and harmony of exterior design with existing structures in the subdivision, and as to location and height of the building with respect to the topography and the finished ground elevation. If request for approval of fencing plan is not submitted with original building plan approval, owner may submit a request which includes plot plan, fencing plan (which includes location, material type, height of fence). This request shall be sent to the declarant, Milo Bauer at 2495 Morency Dr., Richland, WA 99352.

In the event the developer or his designated committee fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted, approval will not be required and this article will be deemed to have been fully complied with. Neither the developer or his designated representatives, shall be entitled to compensation for services performed pursuant to the covenant. The burden of initiating and filing for architectural review shall rest with a lot owner and shall be his responsibility to diligently seek such architectural review.

All plans, specifications, plot plans and other materials which must be submitted for review here under shall be submitted to said committee for its retention at the following address or as may hereinafter be given in writing to the owners or contract purchasers by the developer or by said committee. The initial construction shall only be performed by one of declarants approved builders. The names of such builders and Geotech engineers are available from declarant at 2495 Morency Dr. Richland, WA 99352.

Section 3. Lot size. No lot boundary adjustment, or other division of property shall be allowed without the written consent of the developer.

Section 4. Business and commercial use of property. No trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried on upon any residential lot, or within any building located on a residential lot, provided however the developer or builder may maintain a sales office or model home on the subject property for the purposes of selling property located within the subject area. No goods, equipment, vehicles, including buses, trucks, and trailers of any description or materials or supplies used in connection with any trade, service, or business, wherever the same may be conducted, or any vehicle in excess of 6000 pounds gross weight including buses trucks and trailers of any description used for private purposes, be kept, parked, stored, or repaired outside on any residential lot or on any street within the property.

Section 5. Residential use of temporary structures prohibited. No trailer, basement, shack, garage, barn or other outbuilding or any structure of a temporary character is allowed and cannot be used at any time as a temporary or permanent residents.

Section 6. Minimum square footage. The consideration of the minimum square footage will be accomplished by the architectural control committee on a case-by-case basis.

Section 7. Maximum tree height. Maximum tree height at maturity shall not exceed 20 feet from ground level.

Section 8. Date for completion of construction. Start date for construction of any building or structure placed on any residential lot shall be within ten months of purchase date of lot. Completion of home as to external appearance including finished painting, shall be within eight months from date of commencement of construction and shall include connection to the public sewer system. Landscaping shall be completed within one year of occupancy. If conditions warrant, the declarant may approve an extension of these time periods.

Section 9. Animals. No animal, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, birds, or other common household pets may be kept. Animals may not be kept, bred or maintain for any commercial purpose. Pets shall not be kept in numbers or under conditions that are reasonably objectionable in a closely build residential community. Barking dogs shall be considered a nuisance and must be controlled by the owner.

Section 10. Signs. No sign shall be erected or maintained on any residential lot, except that not more than one approved for sale or for rent sign placed by the owner or the builder or by a licensed broker, not exceeding 18 inches high and 24 inches wide, may be displayed on any lot except model home signage is excluded from this section.

Section 11. Mail delivery. No mailbox, newspaper box or other delivery box shall be located in front of the front setback line along the street right-of-way, except for cluster mailboxes as specified by the United States Postal Service.

Section 12. Mortgages protected. Nothing herein contained shall impair or defeat the lien of any mortgage or deed of trust now or hereafter recorded covering any lot or lots, but title to any property obtained as a result of foreclosure shall thereafter be held subject to all of the provisions herein.

Section 13. Building setback and fence requirements. No fence, wall or a hedge shall be permitted to extend nearer to any street than the minimum set back line for the house as stipulated by the City RMC, except that nothing shall prevent the erection of a necessary retaining wall, and fencing shall be installed, regardless of location, as a safety barrier to prevent access to hazardous slopes or cut banks to other unsafe areas. Fence plans must be approved by the architectural committee as provided for in article 11. Fences shall be well constructed of suitable fencing materials and shall be artistic in design and shall not detract from the appearance of the dwelling house located on the adjacent lots or building sites or be offensive to the owners or occupants thereof. Wood fencing and chain link fencing absolutely are not allowed. Fence plans are to be sent to the architectural committee at 2495 Morency Dr., Richland WA 99352

Section 14. Landscaping restrictions. Side yards and back yards within 30 feet of a downhill slope: landscape plants and materials, including but not limited to trees, bushes, shrubs and trellises shall not exceed 3 feet in height so as to not interfere with the neighbors view.

Section 15. Frontyard. landscape plants and materials, including but not limited to trees, bushes, shrubs, trellises, and gazebos shall not exceed 20 feet in height measured from the ground floor level of the house in the affected yard.

ARTICLE III EXTERIOR MAINTENANCE

In the event the owner of any lot shall fail to reasonably maintain the premises and the improvement situated thereon, and after a 30 day notice from the aggrieved party(s) or the architectural committee, the aggrieved party or the architectural committee shall have the right through his agent and employees, to enter upon said lot and repair, maintain and restore the lot and the building and any other improvements erected thereon. The cost of such exterior maintenance shall be a lien on the property.

ARTICLE IV USE RESTRICTIONS

Section 1. Enjoyment of property. The owners shall use their respective properties to their enjoyment in such a manner so as not to offend or to detract from another owners enjoyment of their own respective properties, except that the owners enjoyment of view may be restricted because a house will eventually be built on each and every lot. The developer makes no warranty or guarantee regarding the view.

Section 2. In degradation of law. No owner shall carry on any activity of any nature whatsoever on his property that is in degradation or in violation of the laws and statutes of Washington State or the ordinances of the City of Richland.

Section 3. Pets. All animals that are not on the owners premises shall be on a leash not longer than six feet and under control of the owner. Owner shall observe and obey the laws of the City of Richland pertaining to care, control, and husbandry of animals and pets.

Section 4. Nuisances. No noxious or offensive activity shall be carried on upon any properties, nor shall anything be done thereon which may become a nuisance as such is defined in the laws of the state of Washington. During construction of the home, a covered waste container shall be on-site and at the end of the workday all trash outside of the house shall be placed in the container. All waist subject to be blown by the wind shall immediately replaced in the waste container.

Section 5. Sewage disposal. No individual sewage disposal system shall be permitted on any lot.

Section 6. Oil, gas and mining operations. No oil or gas drilling, oil or gas development operations, oil refining, quarry or mining operations of any kind shall be

permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon it a lot.

Section 7. Water supply. No individual domestic water supply system shall be permitted on any lot.

Section 8. Height. No structure, if allowed by developer, other than houses and garages shall be built which are more than 20 feet above ground level and no windmills shall be allowed on the property.

Section 9. Irrigation water. No irrigation water runoff from any lot is allowed. Extra care and precaution in the design and operation of irrigation system is required to prevent water related damage area soil shall not be irrigated in excess of 80% of the water holding capacity of the soil. A solenoid valves should be installed to gate off entire system in the event of power failure. All additional measures recommended by the owners irrigation engineer to prevent damage from irrigation water must be installed. Owner of a lot which is over watered or causes runoff on adjacent property will be responsible for all damage thereof. Additionally no irrigation accessories including but not limited to timers, filters shall be allowed above ground.

Section 10. Above ground pools. No above ground swimming pools are allowed.

Section 11. Maintenance of soil stability. Each owner is responsible, at the owners cost to maintain the stability of the soils on his property, and will maintain the soil density on the property at a minimum compaction of an in-place dry density of at least 95% of maximum laboratory dry density as determined by ASTM D 1557.

Section 12. Lot use. All lots have been final graded for construction of structures on a relatively flat area referred to as a pad. No additional grading is allowed outside of the pad area on any lots without a separate grading permit based on a geotechnical report and grading plan specific to the lot. All structures shall be set back from top and toe of slopes, according to the setback requirements of the adopted building code in effect at the time of application for permit. Deviations from setbacks are allowed if supported by a geotechnical report.

Section 13. Private drives. Private drives are for the use and benefit of the homeowners that have primary or secondary access to said road, and the maintenance thereof is the responsibility of the homeowners whose lot adjoins said private drive. The City of Richland accepts no maintenance responsibility for the private drives or for the storm drain system contained within it. Private drives are also a fire lane and parking is not allowed. Any two property owners on the same private drive, may on the authority of these covenants and the declarant, notify all other property owners on the subject private drive of a meeting for the purpose of establishing a neighborhood organization for the purpose of maintaining the private drive.

Section 14. Traffic impact fees. The City of Richland has levied a traffic impact mitigation fee for \$1519.10 for each lot in the ~~EST. COUNTRY~~ subdivision and an additional \$9048.77 for each of the 15 lots in the five short plats. The fees are paid by the builder at the time of building permit issuance for the construction of a home.

*Per Tom Hosh
Admin Mgr. Bauder
Estates, LLC*

ARTICLE V
GENERAL PROVISIONS

Section 1. Enforcement. The developer and each owner or contract purchaser of a lot or lots subject to this declaration, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration. Failure of the developer or any such owner or contract purchaser, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. The covenants and restrictions of this declaration shall run with and bind the land and are to the benefit of, and are enforceable by the owner or contract purchaser of any lot subject to this declaration, including the developer, their respective legal representatives, heirs, successors and assigns. These covenants and restrictions have a term of 30 years from the date this declaration is recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument terminating these covenants has been filed with the Benton County auditor. Such instrument shall be signed by the owners or contract purchasers then owning not less than 85% of the property described. The developer or his successor in interest may amend the covenants and restrictions of this declaration. In addition they may be amended by an instrument signed by not less than the owners or contract purchasers then owning 85% or more of the property described. Amendments shall take effect when they have been recorded with the auditor of Benton County.

Section 4. Owner agreement. The lot or home buyer acknowledges by his or her signature that the covenants have been read and are reasonable and will be complied with and also has knowledge of and understands that the developer may own adjacent land in addition to the land which is subject to the declaration of covenants and that all such property is planned for future development of an urban nature including but not limited to single family and multiple family residential and retail. Other development of an urban nature may also occur including but not limited to such uses as churches, parks, schools and retirement homes. Buyer agrees that the developer has the full right to develop such land according to developer's plans. Buyer agrees not to take any action opposing such development plans.

Buyer

Date

Buyer

Date

FALCONCREST LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 2 AND BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 89°36'32" EAST ALONG THE NORTH LINE OF SAID SECTION 2 A DISTANCE OF 349.89 FEET; THENCE LEAVING SAID NORTH LINE SOUTH 10°19'48" EAST A DISTANCE OF 82.42 FEET; THENCE SOUTH 12°35'26" WEST A DISTANCE OF 138.80 FEET; THENCE SOUTH 67°34'22" WEST A DISTANCE OF 152.92 FEET; THENCE NORTH 41°58'08" WEST A DISTANCE OF 196.11 FEET; THENCE NORTH 42°49'03" WEST A DISTANCE OF 91.12 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 2; THENCE ALONG SAID WEST LINE NORTH 00°01'43" EAST A DISTANCE OF 59.87 FEET TO THE TRUE POINT OF BEGINNING. TOGETHER WITH A PARCEL OF LAND SITUATED IN THE SOUTH HALF OF SECTION 35, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35; THENCE NORTH 89°36'32" EAST ALONG THE SOUTH LINE OF SAID SECTION 35 A DISTANCE OF 251.93 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID SOUTH LINE NORTH 40°19'46" WEST A DISTANCE OF 320.69 FEET; THENCE NORTH 81°18'15" WEST A DISTANCE OF 234.53 FEET; THENCE NORTH 35°03'49" WEST A DISTANCE OF 651.53 FEET; THENCE NORTH 25°17'12" WEST A DISTANCE OF 415.13 FEET; THENCE NORTH 36°35'15" EAST A DISTANCE OF 54.82 FEET; THENCE NORTH 70°52'51" WEST A DISTANCE OF 154.33 FEET; THENCE NORTH 35°36'25" WEST A DISTANCE OF 54.00 FEET TO A POINT ON CURVE, THE RADIUS BEARS NORTH 35°36'25" WEST; THENCE ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 18°36'25", A RADIUS OF 303.00 FEET, AN ARC DISTANCE OF 98.40 FEET AND A CHORD BEARING OF SOUTH 63°41'47" WEST TO A POINT OF NON TANGENT; THENCE SOUTH 80°56'30" WEST A DISTANCE OF 281.85 FEET; THENCE NORTH 75°36'02" WEST A DISTANCE OF 698.27 FEET; THENCE NORTH 73°47'58" WEST A DISTANCE OF 587.89 FEET; THENCE NORTH 00°33'17" WEST A DISTANCE OF 88.96 FEET; THENCE NORTH 87°01'55" EAST A DISTANCE OF 193.89 FEET; THENCE NORTH 82°44'20" EAST A DISTANCE OF 320.69 FEET; THENCE NORTH 77°01'59" EAST A DISTANCE OF 166.36 FEET; THENCE NORTH 72°35'27" EAST A DISTANCE OF 287.87 FEET; THENCE SOUTH 75°06'14" EAST A DISTANCE OF 405.57 FEET; THENCE SOUTH 84°08'19" EAST A DISTANCE OF 210.66 FEET; THENCE SOUTH 74°14'07" EAST A DISTANCE OF 201.24 FEET; THENCE SOUTH 65°22'23" EAST A DISTANCE OF 73.59 FEET TO A POINT OF NON-TANGENT CURVE, THE RADIUS POINT BEARS SOUTH 25°00'00" WEST; THENCE ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 15°50'30", A RADIUS OF 73.00 FEET, AN ARC DISTANCE OF 20.18 FEET AND A CHORD BEARING OF SOUTH 57°04'45" EAST TO A POINT ON CURVE, THENCE LEAVING SAID CURVE SOUTH 87°08'39" EAST A DISTANCE OF 58.90 FEET; THENCE SOUTH 82°08'42" EAST A DISTANCE OF 165.88 FEET; THENCE SOUTH 59°08'49" EAST A DISTANCE OF 235.73 FEET; THENCE SOUTH 32°31'47" EAST A

DISTANCE OF 727.72 FEET; THENCE SOUTH 28°22'04" EAST A DISTANCE OF 307.55 FEET; THENCE SOUTH 35°11'45" EAST A DISTANCE OF 153.55 FEET; THENCE NORTH

50°07'55" EAST A DISTANCE OF 10.03 FEET; THENCE SOUTH 35°11'45" EAST A DISTANCE OF 466.09 FEET; THENCE SOUTH 10°19'48" EAST A DISTANCE OF 89.81 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 35; THENCE SOUTH 89°36'32" WEST ALONG THE SOUTH LINE OF SAID SECTION 35 A DISTANCE OF 349.89 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 8 NORTH, RANGE 28 EAST; THENCE CONTINUING ALONG SAID SOUTH LINE SOUTH 89°36'32" WEST A DISTANCE OF 98.24 FEET TO THE TRUE POINT OF BEGINNING. Excepting that portion lying westerly of Morency Dr.