

Declaration of Restrictive Covenants
For
Eagle Crest Development, Pasco WA

Know all men by these presents: Eagle Crest Development, LLC being the owner of the real property described as Eagle Crest Estates according to the attached legal description in Exhibit A, do hereby make which restrictions and covenants run with the land and shall be binding upon all parties and all persons. These protective covenants and restrictions are being designed for the purpose of keeping said addition desirable, uniform and suitable in architectural design and use as herein specified.

1. Land Use and Building Types: No lot shall be used except for a residential purpose. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height, but in any event not more than thirty-five feet in height, and a private garage for with no more than three exterior garage doors.

2. Architectural Control: No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure has been approved by the architectural control committee as to quality of workmanship and material harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence, hedge, or mass planting (other than foundation planting), or wall shall be erected, placed or altered on any lot nearer to any front of side street than minimum building setback line.

The Architectural Control Committee is composed of:

Dennis Gisi

Ted Tschirky

Merideth Tschirky

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor, neither the member of the committee nor its designate representative, shall be entitled to any compensation for services performed pursuant to the covenant.

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representatives, fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction had been commenced prior to the completion thereof, approval will be required and the related covenants shall be deemed to have been fully complied with.

3. Dwelling Quality and Size: It being the intention and purpose of these covenants to assure that all dwellings shall be on quality workmanship and materials substantially be same, or better, than that which can be produced on date these covenants are recorded and the minimum cost stated herein for the minimum permitted dwelling size. The floor area of the main structure shall be not less than 2,500 square feet of living space for a one-story non-basement dwelling, 2,300 square feet of living space for a split level dwelling (1,200 main level and 1,100 lower level) 2500 square feet of living space for a two-story (1,800 feet main level) excluding basement and 1800 square feet living space of main structure for a dwelling with a full basement. All structures shall have a minimum of a two-car garage and a maximum of no more than three exterior garage doors.

No structure erected elsewhere may be moved intact and placed upon any lots in this entire plat i.e. no manufactured or model homes.

The value of the home shall be at least 95% of the average of the county assessed values of the 4 nearest homes at the time of construction.

- A. Roofing: All dwellings shall have; wood shakes or clay tile; simulated tile or composition laminated 25-year shingles. No three tab style shingles will be allowed. No less than a minimum 5:12 pitch roof or an architectural distinctive design
- B. Siding: The residence shall be of double wall construction with no aluminum, vinyl or vertical siding (T-111), allowed. Construction shall consist of stucco, brick, hardboard lap siding or architectural distinctive design such as approval of the Residential Committee.
- C. Driveway: No gravel or seal coated driveways we be allowed. Driveways will be required to be finished in asphalt or concrete.

4. Building Location: No building shall be located on any lot nearer to the front, side or rear lot lines than is required by the Franklin County Building and Zoning Code.

5. Lot Area and Width: No lot shall be re-subdivided or divided into more than one lot.

6. Construction Time: Grantor conveys these lots for immediate construction of dwellings only. It is understood that three frost-free months from conveyance is considered a reasonable length of time to allow for the commencement of construction. The dwelling shall be completed no later than twelve months after commencement.

7. Nuisance and Maintenance: Each and every structure erected in said plat shall be maintained at all times in a neat and clean condition in reference to exterior. No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which

may be or may become a nuisance to the neighborhood. No parking or dismantling of inoperable vehicles shall be permitted on any lot.

8. Temporary Structures: No trailer, basement, tent, shack, garage, barn, or other outbuildings erected on the lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as residence. Only trailers of less than thirty feet may be stored on any lot and only when said trailer is the property of the owner occupant of the residence of that lot. Storage of such trailers shall be screened from view in a manner approved by the Architectural Committee.

9. Additional Structures: All additional non-residential structures must conform to standards established by the Architectural Committee, (refer to paragraph 3a and 3b) the approval of the Residential Committee must be obtained before construction. No out structure such as, but not limited to, sheds, barns, garages and storage buildings shall be taller than 25 feet measured from the highest point on the structure above a point representing the average grade at the front setback line. The out structure shall conform to the Franklin County Building and Zoning Code. All construction materials, paint colors, trim, roof design and shingles must conform to the proposed residence of said lot. Any satellite TV receiver or other similar device more than 18 inches in diameter may be constructed provided that it is recessed into the ground and screened from view of neighboring lots. In no event will these devices be located in the front of the home.

10. Walls, Fences and Plantings:

Front yard:

- A. No fence, wall, hedge, mass planting of shrubs or other structure, whether constructed or growing, which has the effect of obstructing air, line of sight and light shall be in the front yard of any dwelling. No vegetable gardens of any kind will be allowed in the front yard. No federally illegal plant substances will be allowed on any lot in entire subdivision. For purposes of corner lots this shall mean any portion of land along either street.
- B. Back yard of a dwelling may be enclosed. However, these shall not come past the rear corner of the home, shall not extend beyond the width of the home and shall not be more than 4000 sq. ft. in total area. This may include privacy fence, hedge or mass planting of shrubs of not more than six feet in height from grade. The Architectural Committee before installation must approve all fences. No galvanized chain-link fences, wire fences, grape stakes, cedar or bamboo fencing shall be allowed at any time.
- C. All landscape plans must meet the current codes as governed by either Franklin County or the City of Pasco and shall include location of planting, types of trees, shrubs, plant materials and fences which must be approved by the Architectural Committee prior to planting.

11. Building Location: All setback lines, sidelines, and other building restrictions shall be in accordance with the applicable ordinances of Franklin County, Washington.

12. Dog Runs: Dog runs must be fenced and screened from view with the necessary precautions to protect others from harm and in a husband like manner to prevent unnecessary odors. The location and type of fencing used must be approved by the Architectural Committee.

13. Livestock and Poultry: No zoo animals, exotic pets, livestock, horses, pot belly pigs or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats and other household pet may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

14. Signs: No signs shall be erected or maintained upon any lot without the prior written consent of the residential committee, except that the property owner may display signs for public elections or to advertise that the property is for sale or lease, but such signs shall be no larger than six square feet. However, signs used by the builders or developers to advertise the property during the construction and sale period may not be more than thirty-two feet square.

15. Easements: Public Utility easements as dedicated in the plat shall be for the purpose of construction and maintenance of irrigation, water and sewer lines, power and telephone lines, and other such public utility services as may be provided, and there shall be no encroachments upon any easements in any manner.

16. Plantings: No non-hybrid elm trees, non-hybrid locust trees, poplar trees or cottonwood trees shall be planted or permitted to grow in the entire plat.

17. Garbage and Refusal Disposal: At no time shall garbage, rubbish, or noxious materials be placed, stored, or allowed to accumulate in an unenclosed container for any period of time. All enclosed garbage, rubbish, or noxious materials shall be hauled away and disposed of in a lawful manner not less frequency than once a week. At no time shall there be disposal of grass clippings other yard waste or garbage over the ridge line boundary to the west of the subdivision, as this is not a part of Eagle Crest Subdivision and could or would be considered trespassing.

18. Parking: No on street parking of any RV, trailer, boat, camper, truck or cars except those of visitors and shall not be parked for more than 1 week (7 days). Parking of all vehicles must be contained within each property owner's lot.

19. Exterior Lighting: The use of highly illuminating exterior lights, including mercury or vapor lights is prohibited. Drive way lighting will be decorative in nature and of low voltage or solar.

20. Occupancy: No private dwelling house erected upon any lot shall be occupied until made to comply with the approved plans, the requirement herein, and all other covenants, conditions, reservations, and restrictions herein set forth.

21. Business Use: No trade, craft, business, or profession of a public nature, commercial or manufacturing enterprise of any kind shall be conducted or carried on upon any residential lot or within any building located within the area; except that this provision shall not prohibit the use of a personal office within a home which does not create or generate traffic.

22. Enforcement: For a violation or a breach of any of these Reservations and restrictions by any person, the Residential Committee, the owner of the lot with the subdivision, or any of them jointly or severally, shall have the right to proceed at law or in equity to collect damages or to compel a compliance with the terms hereof or to prevent the violation or breach of any covenant herein. If the plaintiff prevails in such litigation against the violator, the plaintiff shall be entitled to reasonable attorney fees and cost and when such damages, fees, and costs are assessed, the same shall become a judgment in favor of the plaintiff or residential Committee, as the case may be, and the same shall be a lien against the lot upon which the violation occurred. Suit to recover damages and attorney fees and cost shall be maintainable without foreclosing or waiving the lien securing the same. In the alternative, the holder of such money judgment shall to foreclose a lien in the same manner as is provided for the foreclosure of mechanics' and material men's lien under the laws of the State of Washington, Chapter 64.04, Revised Code of Washington, and any amendments thereto. In any action to foreclose a lien, the same shall include a reasonable sum for attorney fees and all costs and expenses reasonably incurred in preparation for and in the prosecution of such action in addition to the costs permitted by law.

23. Amendments: This Declaration of Restrictive Covenants can be amended in whole or in part in writing by the owners of sixty percent (60%), or more, of the lots in Eagle Crest Estates. Such amendment to be effective must be recorded in the office of the Auditor of Franklin County.

Dated: November 24, 2015



Eagle Crest Development LLC, Managing Member
By Dennis Gisi, CEO

Exhibit A

Parcel A:

126150132

The property is located at Northwest corner of Dent Road and Burns Road, Pasco, Washington, and more legally described as follows:

A PARCEL OF LAND LOCATED IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 9 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE BRASS CAP CASED MONUMENT MARKING THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 9 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON AND RUNNING THENCE N01°56'56"E, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 1, A DISTANCE OF 50.02 FEET; THENCE N89°47'20"W, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 30.01 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF THE COUNTY ROAD KNOWN AS DENT ROAD, WHICH LINE IS 30 FEET WESTERLY WHEN MEASURED AT RIGHT ANGLE FROM THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 1 AND THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE N01°56'56"E, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1176.72 FEET; THENCE, DEPARTING SAID RIGH-OF-WAY LINE, S87°55'21"W A DISTANCE OF 260.94 FEET; THENCE S78°16'20"W A DISTANCE OF 60.00 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 25.03 FEET, WITH A RADIUS OF 320.00 FEET, WITH A CHORD BEARING OF S09°29'14"E, WITH A CHORD LENGTH OF 25.02 FEET; THENCE S81°05'33"W A DISTANCE OF 554.89 FEET; THENCE S13°13'19"E A DISTANCE OF 106.34 FEET; THENCE S21°14'35"E A DISTANCE OF 230.00 FEET; THENCE S02°57'09"W A DISTANCE OF 277.26 FEET; THENCE S20°44'29"E A DISTANCE OF 157.42 FEET; THENCE S15°16'11"W A DISTANCE OF 309.95 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID DENT ROAD, WHICH LINE IS 50.00 FEET NORTHERLY WHEN MEASURED AT RIGHT ANGLE FROM THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 1; THENCE S89°47'20"E, ALONG SAID NORTHERLY RIGHT-OF-WAY AND PARALLEL WITH THE SOUTH LINE OF

THE SOUTHEAST QUARTER OF SAID SECTION 1, A DISTANCE OF 756.08 FEET; TO THE POINT OF BEGINNING.

RESOLUTION NUMBER 2015 409

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING

RE: Final Approval for SUB 2015-02 (PHASE I OF EAGLE CREST DEVELOPMENT). Phase I consists of twenty six (26) single family residential lots. The land is zoned Residential Suburban 20,000 (RS-20) and is located within the City of Pasco Urban Growth Area. The property is located north of the City of Pasco, west of Broadmoor Blvd., north of Burns Road, along the west side of Dent Road (Parcel Number 126-150-132).

WHEREAS, this Board did hold a public meeting on March 25, 2015 to consider the subdivision request of Dennis Gisi (Eagle Crest Development- 58 lots total in 3 phases) and

WHEREAS, the Board of County Commissioners have determined the following:

1. The conditions imposed when the Preliminary Subdivision was approved have been met,
2. The requirements of the state law and Subdivision Ordinance have been complied with,
3. The Subdivision conforms with the general purposes of the Comprehensive Plan and the Zoning Ordinance, and

WHEREAS, the public use and interest will be served by approving the Subdivision of Dennis Gisi for recording.

NOW, THEREFORE, BE IT RESOLVED that the Subdivision, known as Eagle Crest – Phase I, be approved and the chairman so indicate by signing the final Subdivision.

SIGNED AND DATED THIS 23rd DAY OF NOVEMBER 2015.

**BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON**

ABSENT

Chairman

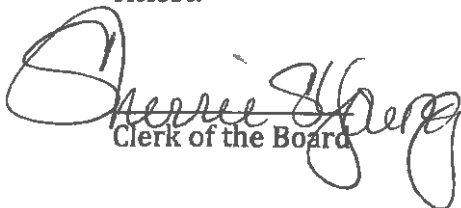


Chair Pro-Tem



Member

Attest:



Clerk of the Board

Amendment to Declaration of Restrictive Covenants

For

Eagle Crest Development, Pasco WA.

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The Architectural Control Committee is composed of:

Dennis Gisi

Ted Tschirky

Merideth Tschirky

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor, neither the member of the committee nor its designate representative, shall be entitled to any compensation for services performed pursuant to the covenant.

This amendment shall apply retroactively to the original date recorded noted in the attached to be November 24, 2015.

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Front yard:

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lot in entire subdivision. For purposes of corner lots this shall mean any portion of land along either street.

- B. Back yard of a dwelling may be enclosed. However, these shall not come past the rear corner of the home. This may include privacy fence, hedge or mass planting of shrubs of not more than six feet in height from grade. The Architectural Committee before installation must approve all fences. No galvanized chain-link fences, wire fences, grape stakes, cedar or bamboo fencing shall be allowed at any time.

- 2. Amendments: This Declaration of Restrictive Covenants can be amended in whole or in part in writing by the owners of sixty percent (60%), or more, of the lots in Eagle Crest Estates. Such amendment to be effective must be recorded in the office of the Auditor of Franklin County.

I, Dennis D. Gisi, managing member of Eagle Crest Development LLC certify thru this document that the requirement in paragraph 2 above have been met.

Dated: May 23, 2016

Eagle Crest Development LLC,
By Dennis Gisi, Managing Member