

Return Address:

Ms. Clay M Gatens
Jeffers, Danielson, Sonn & Aylward, P.S.
2600 Chester Kimm Road
P.O. Box 1688
Wenatchee, WA 98807-1688

PROTECTIVE COVENANTS AND MAINTENANCE AGREEMENT BENNETT ROAD DEVELOPMENT

Grantor/Grantee (Owner): D & T Campbell Investments, LLC, a Washington limited liability company

Legal Description (abbreviated): Lots 1 through 27, Bennett Road Development. Subdivision P2016-368. Chelan County, Washington. Additional legal on page 1.

Accessor's Tax Parcel ID#: 28-22-31-680-315 (parent parcel)

D & T CAMPBELL INVESTMENTS, LLC, a Washington limited liability company ("Developer"), the owner of real property located in Chelan County, Washington, legally described as follows:

Lots 1 through 27. Bennett Road Development, Subdivision P2016-365, Chelan County, Washington, according to the plat thereof recorded on: May 15, 2018, under Auditor's File No. 2477759.

(the "Property") hereby establishes the follow proactive covenants, conditions and restrictions for the Property, said covenants to run with the land.

BENNETT ROAD DEVELOPMENT aka "MANZANITA COURT" HOMEOWNERS AGREEMENT

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ASSOCIATION

- 1.1 The covenants shall be administered by the Bennet Road Development Homeowners Association (the "Association"). All owners of the Property described above shall be members of the Association. Each lot shall be entitled to one vote, PROVIDED, that until 85% of all lots are sold, including any additional lots annexed as described below (the "Transition Date"), the Developer shall administer the covenants and perform the obligations of the Association. Board of Directors and Architectural Control Committee. Provided, the Developer may transfer the administration to the Association at any earlier time at its discretion.

ADMINISTRATIVE COVENANTS

- 2.1 **Duration.** This plat and dedication of the Bennett Road Development are made subject to the above restrictions and covenants described herein, which shall run with the land and shall be binding on all parties and all persons claiming under them, unless an instrument signed by the then owners of two-thirds (2/3) of the votes had been recorded agreeing to change said covenants in whole or in part.
- 2.2 **Assessments.** Costs incurred by the Association as provided herein and a reserve amount as determined by the Association shall be assessed to the owners of the lots in the amount of \$240.00 per year for the years 2018 – 2021. Thereafter, the annual assessment will increase by two percent (2%) each year unless otherwise determined by the Board of Directors of the Association, but in any event, shall not increase by more than five percent (5%) per year, excluding any special assessments. Assessments are due within thirty (30) days. Delinquent assessments shall be assessed a five percent (5%) late fee and incur interest at twelve percent (12%) per annum. Should an owner fail to pay an assessment or other charges such as water fees, the Association may
- (a) File a lien against the residential lot and foreclose the lien like a mortgage.
 - (b) Bring an action for monies owed. *or*
 - (c) Seek injunctive relief so long as the action taken is approved by a vote of *the owners*.
- 2.3 **Budget.** The Board of Directors of the Association shall prepare and maintain an annual budget to determine appropriate annual assessment amounts as provided herein.
- 2.4 **Approval.** When these covenants require owner approval such approval shall be by two-thirds (2/3) vote, with one vote per lot.
- 2.5 **Waiver.** Waiver of any of these covenants shall be by two-thirds (2/3) vote, with one vote per lot.
- 2.6 **Amendment.** Prior to the Transition Date, the Developer shall have the right to amend these covenants in its discretion. Thereafter, amendment of these covenants

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and restrictions by the Association shall be by two-thirds (2/3) vote, with one vote per lot. No amendment may restrict, eliminate or otherwise modify any right of the Developer without the consent of the Developer. Amendments shall be in writing and recorded in the same manner as these covenants.

- 2.7 **Severability.** The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any provision shall not affect any other provision hereof.
- 2.8 **Enforcement.** Enforcement shall be by proceedings at law or in equity against any person or persons violation or attempting to violate any covenant either to restrain violation or to recover damages. The prevailing party in any dispute for the enforcement of these covenants or for the collection of assessments shall be entitled to recover reasonable attorney's fees and costs.

GENERAL COVENANTS AND MAINTENANCE AGREEMENT

- 3.1 **Subdivision.** No lot may be subdivided.
- 3.2 **Maintenance of Vacant Lots.** It is the intent of these restrictions that vacant lots to be maintained in a reasonably presentable condition.
- 3.3 **Animals.** No animals shall be allowed except for a few traditional small household pets, unless otherwise approved by the Association. All animals must be kept within the boundary of the owner's parcel on all lots.
- 3.4 **Electrical and Telephone Service.** No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes, no any pole, tower or other structure supporting said outdoor overhead wires shall be erected, placed or maintained. All owners shall use underground service to connect to the underground electrical or telephone utility facilities.
- 3.5 **Refuse.** No trash, garbage, rubbish, refuse or other solid waste of any kind, including without limitation, inoperable automobiles, appliances and furniture, shall be thrown, dumped, stored, disposed of or otherwise placed on any part of the lot. Garbage and similar solid waste shall be kept in sanitary containers well suited for that purpose. The Association shall have the right to order cleanup of a lot in violation of the provision after the Association provides twenty (20) day's written notice to the owner. The cost of the cleanup will be billed to the lot owner.
- 3.6 **No Hazardous Materials.** A lot owner shall not use or permit the premises to be used in a manner that violates any applicable federal, state or local environmental law, regulation, or ordinance pertaining to air or water quality or emissions; the handling, transportation, storage, treatment, usage or disposal of toxic or hazardous substances; or any other environmental matters.
- 3.7 **Storage.** A lot owner may not use a lot for storage of equipment or construction materials prior to commencing construction.
- 3.8 **Temporary Dwellings.** No mobile homes, trailers, tent or other outbuildings shall be used on a lot at any time, either temporarily or permanently, except during actual construction of a permanent structure when such use shall be limited to six (6)

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months, and except the job trailing used by builders. No freestanding outhouse or lavatory for privy purposes shall be erected or maintained or placed on any lot or lots, provided that during actual construction of a permanent structure, an outhouse or lavatory must be provided. Except during construction, such convenience must be incorporated within or be part of the building to which they pertain.

- 3.9 **Landscaping.** The landscaping approved by the Architectural Control Committee appointed by the Board of Directors must be completed within six months from the date the dwelling is first occupied. No trees, hedges or shrubs shall be grown or maintained in a fashion that unreasonably interferes with any other lot owner's use and enjoyment of their respective properties. The Architectural Control Committee shall determine whether any given trees, hedges or shrubs unreasonably interfere with those rights and such determination shall be conclusive. No fruit trees shall be planted in the front yard. Each home shall maintain a minimum of twenty-five feet (25') of landscape around the entire perimeter of the home (if the layout of the house plans allows). Decks, patios or driveways may be included within this area. All lots and improvements must be kept in good order and condition at all times.

- 3.10 **Irrigation.** The Association shall have the right to manage, operate, maintain, and repair all parts of the water delivery system which serve more than one lot and shall have the right to assess and charge lot owners for such maintenance and repair work. In addition, the Association shall have the right to establish watering limitations and/or watering schedules if reasonably necessary to facilitate proper irrigation for all lots which shall be based on equitable allotment of available water and charges. Each lot owner shall be responsible for maintaining the portion of such a water delivery system which services only that lot owner's lot.

August 2025 Winterization. The winterization of individual property irrigation water delivery lines are now included in the Annual HOA Dues paid each year. This service can be done by property owners, if they wish, but must be coordinated and completed in sync with the service schedule for the main and all other properties. This task is a same day task to reduce risk to the system by closing it fully on the same day. Typically, LCRD turns off the supply of irrigation water in Mid-October yearly.

- 3.11 **Natural Drainage.** No owner shall change or interfere with the natural drainage.

- 3.12 **Excavations.**
No exaction for minerals, stone, gravel or earth shall be made upon any lot other than excavation for necessary construction purposes relating to main dwelling units, retaining and court walls, outbuildings and pools, and for the purpose of contouring, shaping, fencing and generally improving any lot.

- 3.13 **Signs.** Except for the main subdivision "For Sale" signs and other signage that the Developer may elect to install in connection with its sale of lots, no bill or advertising sign of any kind may be erected, placed or maintained on any lot or lots or on any building or structure thereon; provided that one "for Sale" sign may be used by a build

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or owner to advertise the property during the construction sales or home sale periods. No sign may be more than three and one-half feet (3 ½) square, except with the prior written permission of the Association. Each house shall have a visible house number located on it.

- 3.14 **Businesses.** No store or business shall be carried on upon said premises or permitted thereon which involves on-premises sales, or which constitutes a nuisance.
- 3.15 **Illegal Activities.** No illegal activities are permitted.
- 3.16 **Antenna.** There shall be no antenna of any sort either installed or maintained which is visible from neighboring property. Satellite dishes and Direct TV are prohibited except small dishes less than 18" in diameter.
- 3.17 **Sightliness.** Lot owners shall make reasonable efforts to screen, conceal and/or wall in all clotheslines, garbage cans, equipment, motorcycles, snowmobiles, boats and storage piles to conceal them from the direct view or line of sight of the neighboring lots and streets. Lot owners shall make reasonable efforts to screen or garage recreational vehicles, including but not limited to, campers, trailers, all-terrain vehicles, boats, and motor homes so as to reasonably conceal such recreational vehicles from the direct view or line of sight of neighboring lots and streets. No more than one recreational vehicle or trailer may be parked outside of the garage on a long-term basis and must be parked beyond the front face of the home or garage.
- 3.18 **Window Coverings.** All windows are required to have interior drapes, shutters or blinds. Exterior awnings are prohibited.
- 3.19 **Outdoor Play Equipment.** No outdoor swing sets or other play equipment will be allowed in the front yard of any lot.
- 3.20 **Fires.** There shall be no exterior fires whatsoever, except for barbecues and built-in outdoor fireplaces with chimneys, subject to county approval.
- 3.21 **Disturbed Earth.** Removal and disruption of vegetative cover shall be minimized to protect the existing vegetation to the fullest extent possible. Disturbed areas shall be reseeded or landscaped. All banks created by house excavation must be compacted and rounded and seeded or landscaped rather than simply sloughed off and shall not exceed a slope of two to one, unless the lot owner provides an engineer report indicating that steep slope is appropriate.
- 3.22 **Driveways.** Asphalt pavement or concrete shall surface all driveways.
- 3.23 **Short-Term Rentals.**

Short-Term Rentals (STR's) must be in compliance with Chelan County regulations and a copy of the PERMIT for the STR property must be provided to and be on file with the HOA Board of Directors.

The STR sign (county requirement) must be clearly visible.

Rentals and their guests must comply with the CCRs of the community, as outlined here. Our community rules should be part of your welcome packet.

BUILDING CONVENANTS

- 4.1 **Aesthetic Control.** No building including outbuildings, shall be erected placed or altered on any lot until construction plans and specifications and a plan showing the location of the structure, have been approved by the Architectural Control Committee appointed by the Board of Directors as to quality materials, harmony of external design with existing structures and the intended nature of the plat, conformance with these covenants and location with respect to topography and finished grade elevation. Harmony is to be maintained through use of earth tone colors and natural building materials where possible. Bright colors and reflective materials are to be avoided. The Architectural Control Committee shall have the right to reasonably require placement of the homes, garages or shops on the lots.
- 4.2 **Single-Family Dwellings.** No structure shall be erected on any lot except for one single-family dwelling and associated accessory buildings. If permitted by applicable zoning, ancillary or additional dwelling units may be constructed only upon approval of the Architectural Control Committee, which shall be determined based upon lot size, primary residence placement, coverage area, density, view consideration and other such factors.
- 4.3 **Existing Structures.** No existing structure of any nature shall be moved onto said premises, except for small sheds or storage structures, which may be installed only upon approval of the Architectural Control Committee, determined based upon structure, size and height, placement, style, view construction and other such factors.
- 4.4 **Code.** All buildings shall conform to the Uniform Building Code.
- 4.5 **Materials.** The use of new materials on all exterior surfaces shall be required, except that used brick and reclaimed beams are permissible. Exteriors constructed from materials indigenous to the Pacific Northwest are desired. No reflective finishes (other than glass or hardware fixtures) shall be used on exterior surfaces, including, but not limited to the exterior surface of any of the following: roofs, all projections above roofs, fences, doors, trims, window frames, pipes, equipment and mailboxes.
- 4.6 **Height Limit.** No structure on any lot shall exceed County restrictions.
- 4.7 **Roof Slopes.** All roof slopes of residences, including garages, are to be less than 3" in 12" or greater than 9" in 12". Geodesic or A-frame are not allowed.
- 4.8 **Roof Materials.** No building or structure shall be permitted on any lot without an earth-colored architectural composition, concrete tile or clay tile roof.
- 4.9 **Dwelling Size.** No dwelling shall be constructed having a fully enclosed living area of less than 1600 square feet (this does not include garages, balconies, patios and the like), except on approval by the Architectural Control Committee. Dwellings shall not exceed two stories or a single story or a single story and daylight basement, or standard tri-level style.
- 4.10 **Garages.** Garages must be fully enclosed and accommodate no fewer than two cars. The minimum size for garages is 400 square feet. Parking inside the garage is preferred. No more than two vehicles may be parked outside the garage on a long-term

BENNETT ROAD DEVELOPMENT aka "MANZANITA COURT" HOMEOWNERS AGREEMENT

basis. Garages may not be converted for any use other than that for which they were originally intended.

- 4.11 **Exterior lighting.** To preserve the natural beauty of the area, including the peacefulness and isolation, and the natural beauty and clarity of the night sky, external lighting shall be minimal. No mercury or sodium vapor light sources are allowed. All fixtures must be indirect. Plan for all exterior lighting must be submitted with initial construction or alteration applications. No floodlighting will be permitted and illumination necessary for evening activities must be directed downward and be only bright enough to provide for the safe traverse of steps and paths. Lighting fixtures located along the driveways will be permitted only if their design and placement is approved by Management. All exterior lighting should be generally directed downward and material of fixtures must be compatible with house construction and design. A bright light source should not be visible and may be shielded by a hood over a lighting fixture. Caution should be exercised when enclosing exterior lights with hood to prevent a possible fire hazard. Decorative and landscape lighting must also be approved in advance and may have further limitations placed upon it by the Architectural Control Committee to help mitigate possible negative impacts to adjacent or surrounding neighbors. Colored light sources are not allowed. Catalog cuts or drawing (8 ½" x 11") of all exterior light fixtures, including fixtures incorporated into the landscaping, must be submitted for Architectural Control Committee review and approval. During the November/December holiday season, a variance is granted for the use of exterior decorative lighting in moderation. Installation of holiday lighting must be neatly done with all cords screened from view. All seasonal lighting must be removed by the third weekend in January.
- 4.12 **Fences.** Any fence, which is built, must be approved by the Architectural Control Committee and must be well maintained in an aesthetic manner, so that fence is not broken, leaning or otherwise has a shabby appearance. Fences shall be no greater than six feet in height. Cyclone fencing is prohibited. All fencing must be wood or plastic. The Architectural Control Committee has the power to evaluate the adequacy of the fencing in a subjective manner.
- 4.13 **Construction Activity.** Construction related hauling and other construction activities must be restricted to the hours of 7:00 a.m. to 6:00 p.m. On Sundays, to alleviate the noise factor and preserve the tranquility of the area, exterior construction work on structures, i.e., foundations, framing, siding or roofing is not permitted. During any construction, dust control techniques must be employed as required by the Architectural Control Committee. Construction equipment must be properly muffled. Radios used by construction workers must be kept at all times at a volume low enough to not create a nuisance or annoyance to the community.
- 4.14 **Time of Completion.** Any dwelling or structure erected on a lot shall be completed as to external appearance, including finished painting, within one year from the date of commencement of construction. Provided however, that such period for completion shall be extended sufficiently to compensate for unavoidable delays caused by acts of God, strikes, embargoes, hostilities, seizures, order of governmental authorities or any other interruptions beyond the control of the owner.

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- 4.15 **Repair.** All buildings located on the lot shall be kept in good repair and in a generally attractive condition.
- 4.16 **Spark Arresters.** Spark arrestors of a type approved by the local Chelan County Fire District must be installed on all chimneys.

UTILITY COVENANTS

- 5.1 **Stormwater.** The stormwater system shall be maintained pursuant to the Drainage Plan on file with the Chelan County Public Works Department.

- 5.2 **Backflow.**

Approved in August 2022 this service is included in the Annual HOA Dues each property owner pays, starting in 2023. This service is coordinated by the HOA Board of Directors and is performed by Chelan Backflow Services.

Backflow testing and certification by a Certified Backflow technician will ensure compliance with all the state of Washington's codes and regulations. Backflow preventers are mechanical devices with moving parts, washers and seals that can wear down. This certification will also give you peace of mind that you are doing all you can to protect our Lake Chelan Valley water supply. It's the law and it's the right thing to do for the environment.

The backflow service does not cover any mechanical or system failures that are detected. Any repairs that are determined to be necessary are the expense of the property owner.

PROPERTY BOUNDARY LINE ADJUSTMENTS

- 6.1 **Boundary Line Adjustments.** Developer shall retain and have the right at any time and from time to time to adjust any lot lines and/or boundaries and/or the configuration of the Bennett Road Development with respect to any lots or properties within the Bennett Road Development which are unsold, retained by or otherwise owned by Developer, provided, however. Developer shall not have the right or authority to move or adjust the boundary of any lot(s) owned by another party without first obtaining the consent of such party.

DATED this 1st day of May, 2018

D & T CAMPBELL INVESTMENTS, LLC
A Washington Limited Liability Company

By _____

Danny L Campbell, Manager

BENNETT ROAD DEVELOPMENT aka "MANZANITA COURT" HOMEOWNERS AGREEMENT

ORIGINAL LEGAL DOCUMENT

Skip Moore, Auditor, Chelan County, WA. AFN # 2477760 Recorded 05/15/2018 at 01:46 PM, MULTI Page: 1 of 8, \$155.00, CHELAN COUNTY COMMUNITY DEVELOPMENT

Return Address:

Ms. Clay M. Gatens
Jeffers, Danielson, Sonn & Aylward, P.S.
2600 Chester Kimm Road
P.O. Box 1688
Wenatchee, WA 98807-1688

PROTECTIVE COVENANTS
AND MAINTENANCE AGREEMENT
BENNETT ROAD DEVELOPMENT

Grantor/Grantee (Owner): D & T Campbell Investments, LLC, a Washington limited liability company
Legal Description (abbreviated): Lots 1 through 27, Bennett Road Development, Subdivision P2018-385, Chelan County, Washington. Additional legal on page 1.
Assessor's Tax Parcel ID#: 28-22-31-680-315 (parent parcel)

D & T CAMPBELL INVESTMENTS, LLC, a Washington limited liability company ("Developer"), the owner of real property located in Chelan County, Washington, legally described as follows:

Lots 1 through 27, Bennett Road Development, Subdivision P2018-385, Chelan County, Washington, according to the plat thereof recorded on May 08, 2018 under Auditor's File No. 2477760

(the "Property") hereby establishes the following protective covenants, conditions and restrictions for the Property, said covenants to run with the land.

ASSOCIATION

1.1 The covenants shall be administered by the Bennett Road Development Homeowners Association (the "Association"). All owners of the Property described above shall be members of the Association. Each lot shall be entitled to one vote, PROVIDED that until 65% of all lots are sold, including any additional lots annexed as described below (the "Transition Date"), the Developer shall administer the covenants and perform the obligations of the Association, Board of Directors and Architectural Control Committee. Provided, the Developer may transfer the administration to the Association at any earlier time at its discretion. The Association may hire or appoint a manager or managing company to oversee maintenance required by the covenants and enforcement thereof.

PROTECTIVE COVENANTS
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4/11/2018

Jeffers, Danielson, Sonn & Aylward P.S.
Wenatchee, WA
2600 Chester Kimm Road, P.O. Box 1688
Wenatchee, WA 98807-1688
(509) 825-1111

BENNETT ROAD DEVELOPMENT aka "MANZANITA COURT" HOMEOWNERS AGREEMENT

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ADMINISTRATIVE COVENANTS

2.1 Duration. This plat and dedication of the Bennett Road Development are made subject to the above restrictions and covenants described herein, which shall run with the land and shall be binding on all parties and all persons claiming under them, unless an instrument signed by the then owners of two-thirds (2/3) of the votes has been recorded, agreeing to change said covenants in whole or in part.

2.2 Assessments. Costs incurred by the Association as provided herein and a reserve amount as determined by the Association shall be assessed to the owners of the lots in the amount of \$240.00 per year for the years 2015 through 2021. Thereafter, the annual assessment will increase by two percent (2%) each year unless otherwise determined by the Board of Directors of the Association, but in any event, shall not increase by more than five percent (5%) per year, excluding any special assessments. Assessments are due within thirty (30) days. Delinquent assessments shall be assessed a five percent (5%) late fee and incur interest at twelve percent (12%) per annum. Should an owner fail to pay an assessment or other charges such as water fees, the Association may:

- (a) File a lien against the residential lot and foreclose the lien like a mortgage;
- (b) Bring an action for monies owed; or
- (c) Seek injunctive relief so long as the action taken is approved by a vote of the owners.

2.3 Budget. The Board of Directors of the Association shall prepare and maintain an annual budget to determine appropriate annual assessment amounts as provided herein.

2.4 Approval. When these covenants require owner approval such approval shall be by two-thirds (2/3) vote, with one vote per lot.

2.5 Waiver. Waiver of any of these covenants shall be by two-thirds (2/3) vote, with one vote per lot.

2.6 Amendment. Prior to the Transition Date, the Developer shall have the right to amend these covenants in its discretion. Thereafter, amendment of these covenants and restrictions by the Association shall be by two-thirds (2/3) vote, with one vote per lot. No amendment may restrict, eliminate, or otherwise modify any right of the Developer without the consent of the Developer. Amendments shall be in writing and recorded in the same manner as these covenants.

2.7 Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any provision shall not affect any other provision hereof.

2.8 Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. The prevailing party in any dispute for the enforcement of these

PROTECTIVE COVENANTS

Page 2
41875000

Offer, Declaration, Notice & Acknowledgment
Accepted at 1:00 p.m.
2015 October 14th at 1:00 p.m. by the
Developer & the Homeowners
(41875000) (41875000) (41875000)

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1 covenants or for collection of assessments shall be entitled to recover reasonable attorney's fees
2 and costs.

3 **GENERAL COVENANTS AND MAINTENANCE AGREEMENT**

4 3.1 Subdivision No lot may be subdivided.

5 3.2 Maintenance of Vacant Lots It is the intent of these restrictions that
6 vacant lots to be maintained in a reasonably presentable condition.

7 3.3 Animals No animals shall be allowed, except for a few traditional small
8 household pets, unless otherwise approved by the Association. All animals must be kept within
9 the boundary of the owner's parcel on all lots.

10 3.4 Electrical and Telephone Service No outdoor overhead wire or service
11 drop for the distribution of electric energy or for telecommunication purposes, nor any pole, tower
12 or other structure supporting said outdoor overhead wires shall be erected, placed or maintained.
13 All owners shall use underground service to connect to the underground electrical or telephone
14 utility facilities.

15 3.5 Refuse No trash, garbage, rubbish, refuse or other solid waste of any
16 kind, including without limitation, inoperable automobiles, appliances and furniture, shall be
17 thrown, dumped, stored, disposed of, or otherwise placed on any part of the lot. Garbage and
18 similar solid waste shall be kept in sanitary containers well suited for that purpose. The
19 Association shall have the right to order cleanup of a lot in violation of this provision after the
20 Association provides twenty (20) day's written notice to the owner. The cost of the cleanup will
21 be billed to the lot owner.

22 3.6 No Hazardous Materials A lot owner shall not use, or permit the
23 premises to be used, in a manner that violates any applicable federal, state or local
24 environmental law, regulation, or ordinance now or hereafter in force. This includes, but is not
25 limited to, any law, regulation, or ordinance pertaining to air or water quality or emissions; the
26 handling, transportation, storage, treatment, usage or disposal of toxic or hazardous substances;
or any other environmental matters.

3.7 Storage A lot owner may not use a lot for storage of equipment or
construction materials prior to commencing construction.

3.8 Temporary Dwellings No mobile homes, trailers, tent or other
outbuildings shall be used on a lot at any time, either temporarily or permanently, except during
actual construction of a permanent structure when such use shall be limited to six (6) months,
and except the job trailer used by builders. No freestanding outhouse or lavatory for privy
purposes shall be erected or maintained or placed on any lot or lots, provided that during actual
construction of a permanent structure, an outhouse or lavatory must be provided. Except during
construction, such convenience must be incorporated within or be part of the building to which
they appertain.

3.9 Landscaping The landscaping approved by the Architectural Control
Committee appointed by the Board of Directors must be completed within six months from the
date the dwelling is first occupied. No trees, hedges or shrubs shall be grown or maintained in a

PROTECTIVE COVENANTS
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4/26/2022

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BENNETT ROAD DEVELOPMENT aka "MANZANITA COURT" HOMEOWNERS AGREEMENT

AFN # 2477760 Page: 4 of 8

1 fashion that unreasonably interferes with any other lot owner's use and enjoyment of their
2 respective properties. The Architectural Control Committee shall determine whether any given
3 trees, hedges or shrubs unreasonably interfere with those rights and such determination shall be
4 conclusive. No fruit trees shall be planted in the front yard. Each home shall maintain a minimum
5 of twenty-five feet (25') of landscape around the entire perimeter of the home (if the layout of the
6 house plans allows). Decks, patios or driveways may be included within this area. All lots and
7 improvements must be kept in good order and condition at all times.

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9 maintain, and repair all parts of the water delivery system which serve more than one lot and shall
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12 schedules if reasonably necessary to facilitate proper irrigation for all lots, which shall be based
13 on an equitable allotment of available water and charges. Each lot owner shall be responsible for
14 maintaining the portion of such water delivery system which services only that lot owner's lot.

15 3.11 Natural Drainage. No owner shall change or interfere with the natural
16 drainage.

17 3.12 Excavations. No excavation for minerals, stone, gravel or earth shall be
18 made upon any lot other than excavation for necessary construction purposes relating to main
19 dwelling units, retaining and court walls, outbuildings and pools, and for the purpose of
20 contouring, shaping, fencing and generally improving any lot.

21 3.13 Signs. Except for the main subdivision "For Sale" signs and other
22 signage that the Developer may elect to install in connection with its sale of lots, no bill or
23 advertising sign of any kind may be erected, placed or maintained on any lot or lots or on any
24 building or structure thereon; provided that one "For Sale" sign may be used by a builder or
25 owner to advertise the property during the construction sales or home sale periods. No sign may
26 be more than three and one-half feet (3½') square, except with the prior written permission of the
27 Association. Each house shall have a visible house number located on it.

28 3.14 Businesses. No store or business shall be carried on upon said
29 premises or permitted thereon which involves on-premises sales, or which constitutes a nuisance.

30 3.15 Illegal Activities. No illegal activities are permitted.

31 3.16 Antenna. There shall be no antenna of any sort either installed or
32 maintained which is visible from neighboring property. Satellite dishes and Direct TV are
33 prohibited except small dishes less than 18" in diameter.

34 3.17 Sightliness. Lot owners shall make reasonable efforts to screen, conceal
35 and/or wall in all clotheslines, garbage cans, equipment, motorcycles, snowmobiles, boats, and
36 storage piles to conceal them from the direct view or line of sight of the neighboring lots and
37 streets. Lot owners shall make reasonable efforts to screen or garage recreational vehicles,
38 including but not limited to, campers, trailers, all-terrain vehicles, boats, and motor homes, so as
39 to reasonably conceal such recreational vehicles from the direct view or line of sight of
40 neighboring lots and streets. No more than one recreational vehicle or trailer may be parked
41 outside of the garage on a long-term basis, and must be parked beyond the front face of home or
42 garage.

PROTECTIVE COVENANTS

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BENNETT ROAD DEVELOPMENT aka "MANZANITA COURT" HOMEOWNERS AGREEMENT

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1 3.16 Window Coverings. All windows are required to have interior drapes
2 shutters or blinds. Exterior awnings are prohibited.

3 3.19 Outdoor Play Equipment. No outdoor swing sets or other play
4 equipment will be allowed in the front yard of any lot.

5 3.20 Fires. There shall be no exterior fires whatsoever, except for barbecues
6 and built-in outdoor fireplaces with chimneys, subject to county approval.

7 3.21 Disturbed Earth. Removal and disruption of vegetative cover shall be
8 minimized to protect the existing vegetation to the fullest extent possible. Disturbed areas shall
9 be reseeded or landscaped. All banks created by house excavation must be compacted and
10 rounded, and seeded or landscaped rather than simply sloughed off, and shall not exceed a slope
11 of two to one, unless the lot owner provides an engineer report indicating that steeper slope is
12 appropriate.

13 3.22 Driveways. Asphalt pavement or concrete shall surface all driveways.

14 BUILDING COVENANTS

15 4.1 Aesthetic Control. No building, including outbuildings, shall be erected,
16 placed or altered on any lot until construction plans and specifications and a plan showing the
17 location of the structure, have been approved by the Architectural Control Committee appointed
18 by the Board of Directors as to quality materials, harmony of external design with existing
19 structures and the intended nature of the plat, conformance with these covenants and location
20 with respect to topography and finished grade elevation. Harmony is to be maintained through
21 use of earth-tone colors and natural building materials where possible. Bright colors and
22 reflective materials are to be avoided. The Architectural Control Committee shall have the right to
23 reasonably require placement of the homes, garages or shops on the lots.

24 4.2 Single-Family Dwellings. No structure shall be erected on any lot except
25 for one single-family dwelling and associated accessory buildings. If permitted by applicable
26 zoning, ancillary or additional dwelling units may be constructed only upon approval of the
Architectural Control Committee, which shall be determined based upon lot size, primary
residence placement, coverage area, density, view consideration and other such factors.

4.3 Existing Structures. No existing structure of any nature shall be moved
onto said premises, except for small sheds or storage structures, which may be installed only
upon approval of the Architectural Control Committee, determined based upon structure, size and
height, placement, style, view construction and other such factors.

4.4 Code. All buildings shall conform to the Uniform Building Code.

4.5 Materials. The use of new materials on all exterior surfaces shall be
required, except that used brick and reclaimed beams are permissible. Exteriors constructed
from materials indigenous to the Pacific Northwest are desired. No reflective finishes (other than
glass or hardware fixtures) shall be used on exterior surfaces, including, but not limited to, the
exterior surface of any of the following: roofs, all projections above roofs, fences, doors, trims.

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1 window frames, pipes, equipment and mailboxes
2
3 4.6 Height Limit. No structure on any lot shall exceed any County
4 restrictions.
5 4.7 Roof Slopes. All roof slopes of residences, including garages, are to be
6 no less than 3" in 12" or greater than 5" in 12". Geodesic or A-frame are not allowed.
7 4.8 Roof Materials. No building or structure shall be permitted on any lot
8 without an earth-colored architectural composition, concrete tile or clay tile roof.
9 4.9 Dwelling Size. No dwelling shall be constructed having a fully enclosed
10 living area of less than 1,600 square feet (this does not include garages, balconies, patios and
11 the like), except on approval by the Architectural Control Committee. Dwellings shall not exceed
12 two stories or a single story and daylight basement, or a standard tri-level style.
13 4.10 Garages. Garages must be fully enclosed and accommodate no fewer
14 than two cars. The minimum size for garages is 400 square feet. Parking inside the garage is
15 preferred. No more than two vehicles may be parked outside the garage on a long-term basis.
16 Garages may not be converted for any use other than that for which they were originally intended.
17 4.11 Exterior Lighting. To preserve the natural beauty of the area, including
18 the peacefulness and isolation, and the natural beauty and clarity of the night sky, external
19 lighting shall be minimal. No mercury or sodium vapor light sources are allowed. All fixtures
20 must be indirect. Plans for all exterior lighting must be submitted with initial construction or
21 alteration applications. No floodlighting will be permitted, and illumination necessary for evening
22 activities must be directed downward and be only bright enough to provide for the safe traverse of
23 steps and paths. Lighting fixtures located along the driveways will be permitted only if their
24 design and placement is approved by Management. All exterior lighting should be generally
25 directed downward and material of fixtures must be compatible with house construction and
26 design. Bright light source should not be visible and may be shielded by a hood over lighting
27 fixture. Caution should be exercised when enclosing exterior lights with hood to prevent a
28 possible fire hazard. Decorative and landscape lighting must also be approved in advance and
29 may have further limitations placed upon it by Architectural Control Committee to help mitigate
30 possible negative impacts to adjacent or surrounding neighbors. Colored light sources are not
31 allowed. Catalog cuts or drawings (8 1/2"x11" size) of all exterior light fixtures, including fixtures
32 incorporated into the landscaping, must be submitted for Architectural Control Committee review
33 and approval. During the November/December holiday season, a variance is granted for the use
34 of exterior decorative lighting in moderation. Installation of holiday lighting must be neatly done
35 with all cords screened from view. All seasonal lighting must be removed by the third weekend in
36 January.

37 4.12 Fences. Any fence, which is built, must be approved by the Architectural
38 Control Committee and must be well maintained in an aesthetic manner, so that the fence is not
39 broken, leaning, or otherwise has a shabby appearance. Fences shall be no greater than six feet
40 in height. Cyclone fencing is prohibited. All fencing must be wood or plastic. The Architectural
41 Control Committee has the power to evaluate the adequacy of the fencing in a subjective manner.

42 4.13 Construction Activity. Construction related hauling and other
43 construction activities must be restricted to the hours of 7:00 a.m. to 6:00 p.m. On Sundays, to

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1 alleviate the noise factor and preserve the tranquility of the area. exterior construction work on
2 structures, i.e., foundations, framing, siding or roofing is not permitted. During any construction,
3 dust control techniques must be employed as required by Architectural Control Committee.
4 Construction equipment must be properly muffled. Radios used by construction workers must be
5 kept at all times at a volume low enough to not create a nuisance or annoyance to the
6 community.

7 4.14 Time of Completion. Any dwelling or structure erected on a lot shall be
8 completed as to external appearance, including finished painting, within one year from the date of
9 commencement of construction. Provided, however, that such period for completion shall be
10 extended sufficiently to compensate for unavoidable delays caused by acts of God, strikes,
11 embargoes, hostilities, seizures, order of governmental authorities or any other interruption
12 beyond the control of the owner.

13 4.15 Repair. All buildings located on the lot shall be kept in good repair and in
14 a generally attractive condition.

15 4.16 Spark Arresters. Spark arresters of a type approved by the local Chelan
16 County Fire District must be installed on all chimneys.

UTILITY COVENANTS

17 5.1 Stormwater. The stormwater system shall be maintained pursuant to the
18 Drainage Plan on file with the Chelan County Public Works Department.

PROPERTY BOUNDARY LINE ADJUSTMENTS

19 6.1 Boundary Line Adjustments. Developer shall retain and have the right at
20 any time and from time to time to adjust any lot lines and/or boundaries and/or the configuration
21 of the Bennett Road Development with respect to any lots or properties within the Bennett Road
22 Development which are unsold, retained by or otherwise owned by Developer, provided,
23 however, Developer shall not have the right or authority to move or adjust the boundary of any
24 lot(s) owned by another party without first obtaining the consent of such party.

25 DATED this 1 day of May, 2018.

OWNER

D & T CAMPBELL INVESTMENTS, LLC
A Washington Limited Liability Company

By Danny L. Campbell
Danny L. Campbell, Manager

PROTECTIVE COVENANTS


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BENNETT ROAD DEVELOPMENT aka "MANZANITA COURT" HOMEOWNERS AGREEMENT

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1 STATE OF WASHINGTON)
2 COUNTY OF Okeana) ss.
3
4 I certify that I know or have satisfactory evidence that DANNY L. CAMPBELL is
5 the person who appeared before me and said person acknowledged that he signed this
6 instrument, on oath stated that he was authorized to execute the instrument and acknowledged it
7 as the Manager of D & T CAMPBELL INVESTMENTS, LLC, a Washington limited liability
8 company, to be the free and voluntary act of such party for the uses and purposes mentioned in
9 the instrument.
10
11 Dated this 1 day of May, 2018.
12
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Sharon J. Tompkins
Typed/Printed Name Sharon J. Tompkins
NOTARY PUBLIC
In and for the State of Washington
My appointment expires 01-08-19

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