

Filed for Record at Request of and  
copy returned to:  
Robert A. Johnson  
LAND TO LOTS, LLC  
8500 Gage Blvd. Suite A  
Kennewick, WA 99336-8120

Abbr. Legal: Parcels of land located in a portion of the Southeast quarter of Section 27, Township  
9 North, Range 28 East, W.M. Benton County, Washington  
1-2798-400-0001-015 & 1-2798-400-0001-016

**BRANTINGHAM HEIGHTS DEVELOPMENT  
DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, RESTRICTIONS, AND EASEMENTS**

WHEREAS, Declarant is the owner of certain real property situated in the City of Richland, County of Benton, State of Washington, more particularly described as Parcel A and Parcel B in attached Exhibit "A", which, by this reference, is made a part hereof (the "Property"); and

WHEREAS, Declarant intends to develop the Property into approximately one hundred (100) residential building lots into a subdivision named Brantingham Heights, substantially as depicted in the drawing attached hereto and, by this reference, is made a part hereof as Exhibit "B" (the "Proposed Development"), and further, intends to undertake such development in two or more phases, with each phase becoming a part of Brantingham Heights and subject to this instrument upon the recording of a subdivision plat for each such phase; and

WHEREAS, the first phase has heretofore been established as "Brantingham Heights Phase 1", a planned development, as per plat thereof recorded in Volume 15 of Plats, Page 387, recording number 2010-002527, records of Benton County, Washington; and

WHEREAS, Declarant, by this instrument, intends to create certain easements and protective covenants, conditions and restrictions binding upon ownership at Brantingham Heights as each such phase is developed.

NOW, THEREFORE, Declarant does hereby establish the following easements and protective covenants, conditions and restrictions:

ARTICLE I  
Definitions

1. "Area of Common Responsibility" shall mean and refer to the Common Area, together with those areas, if any, which by the terms of this Declaration become the responsibility of the Association. The office of any property manager employed by or contracting with the Association, if located within Brantingham Heights, or any public rights-of-way with or adjacent to Brantingham Heights, may be part of the Area of Common Responsibility.

2. "Brantingham Heights" shall mean the Phase 1 Development as hereinafter described along with any other property that may from time to time be annexed to and become subject to this Declaration.

3. "Common Area" shall mean the real and personal property which the Association now or hereafter owns or otherwise holds for the common use and enjoyment of all Owners.

4. "Declarant" shall mean Land to Lots, LLC, a Washington limited liability company, and its successors and assigns.

5. "Declaration" shall mean this Declaration of Protective Covenants, Conditions and Restrictions, and Easements.

6. "Owner" shall mean the owner of record, whether one or more persons or entities, of a fee simple title to any Lot which is a part of Brantingham Heights. Declarant shall be considered an owner within this definition for so long as it owns any lots within Brantingham Heights or any portion of the Proposed Development.

7. "Lot" shall mean plots of land designated for residential use within those recorded plats then constituting Brantingham Heights and identified on such plats by Arabic numerals.

8. "These Covenants" shall mean the protective covenants, conditions and restrictions set forth in this Declaration, as the same may be amended and supplemented from time to time in accordance with the provisions of this Declaration.

ARTICLE II  
Property Subject to This Declaration

1. Phase 1 Development. Declarant hereby declares that all of the real property included in the Phase 1 Development, is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to this Declaration.

2. Annexation of Subsequent Phases of Brantingham Heights Development. Declarant may from time to time, and without the approval of any Lot Owner or the Association, annex to Brantingham Heights any other portion of the Property as phases are developed, or any other adjacent real property now owned or hereafter acquired by it. The annexation of such additional phases shall be accomplished as follows.

(a) The Declarant shall record a declaration which shall, among other things, describe the real property to be annexed, establish any additional or different limitations restrictions, covenants and conditions which are intended to be applicable to such property; and declare that such property is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to these covenants.

(b) The property included by any such annexation shall thereby become a part of and subject to this instrument and these covenants.

(c) Notwithstanding any provision apparently to the contrary, a declaration with respect to any annexed area may:

(1) Establish such new land use classifications and such limitations, restrictions, covenants and conditions with respect thereto as Declarant may deem to be appropriate for the development of such annexed property subject to applicable municipal regulations.

(2) With respect to existing land use classifications, establish such additional or different limitations, restrictions, covenants and conditions with respect thereto as Declarant may deem to be appropriate for the development of such annexed property subject to applicable municipal regulations.

3. Occupants Bound. All provisions of These Covenants, the Bylaws and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants of any Lot, and the guests and invitees of any Owner. Every Owner shall cause its guests, invitees

and occupants of such Owner's Lot(s) to comply with these Covenants and Bylaws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to any Area of Common Responsibility caused by such guest, invitee or occupant.

ARTICLE III  
Formation of Homeowners' Association

1. Formation. Brantingham Heights Homeowners Association (the "Association") shall be deemed immediately formed with the recording of this instrument as an unincorporated association pursuant to Chapter 64.30 of the Revised Code of Washington. Declarant shall initially appoint the members of the Association's Board of Directors, which shall be the three (3) members of the Architectural Review Committee as described in Article VII hereinbelow. Declarant shall at all times during the Class B Control Period described hereinbelow retain the right to appoint the Board of Directors. Thereafter, members of the Board of Directors will be elected as provided in the Association Bylaws that shall initially be in the form of Exhibit "C" hereto which, by this reference, is made a part hereof (the "Bylaws").

2. Membership / Voting. All persons owning or acquiring a residential building Lot at Brantingham Heights shall automatically become members of the Association. Declarant shall be a member so long as Declarant owns any lot in Brantingham Heights or in any portion of the Proposed Development. Such ownership shall be the sole qualification for membership. Membership is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a Lot within said real property. Upon transfer of a fee interest to, or upon the execution and delivery of a real estate contract for the sale of any Lot, the membership in the Association shall be deemed transferred to the grantee, contract purchasers or new contract purchaser, as the case may be. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot owned by more than one person shall be exercised as they among themselves shall determine, but in no event shall more than one vote be cast with respect to any Lot. When one person owns more than one Lot, he shall cast a separate vote for each Lot owned.

3. Classes of Voting Membership. The Association shall have two (2) classes of voting membership as follows:

A. Class A. Class A Members shall be all Owners of Lots in Brantingham Heights, with the exception of Declarant. Class A Members shall be entitled to one (1) vote for each Lot owned. Declarant shall become a Class A Member with regard to Lots owned by Declarant upon conversion of Declarant's Class B membership as provided below. The vote for such Lot shall be exercised in accordance with paragraph 4 below, or as otherwise may from time to time be set forth in the Bylaws, and in no event shall more than one (1) Class A vote be cast with respect to any Lot.

B. Class B. The Class B Member shall be Declarant. The Class B Member shall have one (1) vote for each lot owned by Declarant in the entirety of the Proposed Development. For this purpose, Declarant shall initially hold one hundred (100) votes representing one (1) vote for each of the one hundred (100) lots in the Proposed Development. Thereafter, Declarant shall relinquish one (1) vote for each Lot Declarant conveys to a third party. Declarant shall retain the right at all times to sell or otherwise convey any portion of the Proposed Development prior to it being annexed into Brantingham Heights without requiring such sale to be subject to these Declarations. In such event, Declarant shall relinquish one (1) vote for each lot that is depicted on Exhibit B that is fully contained within the boundaries of the portion so conveyed. The Class B Member shall cease and be automatically converted in the ratio of one (1) Class A membership for each Lot then owned by Declarant to Class A memberships on the occurrence of the earliest of the following events:

(1) Thirty (30) days after the date on which ninety percent (90%) or more of all lots that are initially intended to be developed within the Proposed Development, as that term is described in this Declaration, are owned by persons other than Declarant, or builders or developers holding title for the purpose of development and resale; or

(2) Five years from the Close of Sale of the first Lot sold by Declarant, unless additional property is annexed to the Development as set forth in this Declaration, and in that event, this time frame shall automatically be extended to seven (7) years from close of sale of the first Lot sold; or

(3) At such earlier date that Declarant, in its sole and absolute discretion, so determines.

The period in which Declarant holds the Class B membership shall be referred to in this Declaration as the "Class B Control Period". *Notwithstanding anything to the contrary herein stated or inferred, the Class B Member shall during the Class B Control Period be entitled to appoint all members of the Board of Directors.*

4. Vote Distribution. Class A Members shall be entitled to one (1) vote for each Lot owned. When more than one Person has an interest in any Lot ("co-owners"), all such co-owners shall be Members and may attend any meeting of the Association, but only one such co-owner shall be entitled to exercise the vote to which the Lot is entitled. Such co-owners may from time to time, designate in writing one of their number to vote. Fractional votes shall not be allowed, and the vote for each Lot shall be exercised, if at all, as a unit. Where no voting co-owner is designated or if such designation has been revoked, the vote of such Lot shall be exercised as the majority of the co-owners of the Lot mutually agree. Unless the Board receives a written objection from a co-owner, it shall be presumed that a voting co-owner is acting with the consent of his or her co-owners. No vote shall be cast for any Lot where the majority of the co-owners present in person or by proxy and representing such Lot cannot agree to said vote or other action. The non-voting co-owner or co-owners shall be jointly and severally responsible for all of the obligations imposed upon the jointly owned Lot and shall be entitled to all other benefits of ownership. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established herein, or in the Bylaws, shall be deemed to be binding on all Owners, their successors and assigns. Such voting rights shall be subject to the restrictions and limitations provided in the Declaration, the Articles, if filed, and Bylaws, as from time to time may be amended. The Declarant shall designate the Person entitled to exercise the votes of the Class B Member.

5. Function. The Association's functions shall include among other things management of Areas of Common Responsibility, administration and collection of assessments and the enforcement of liens, covenants, restrictions and easements as well as architectural control as herein set forth.

6. Management. The Association formed by these covenants shall be managed by a Board of Directors, initially composed of the three (3) members of the Architectural Review Committee as hereinabove provided, and following the termination of the Class B Control Period, three (3) members of the Association. Following the termination of the Class B Control Period, the Association shall conduct its business in accordance with the Bylaws as from time to time amended.

7. Incorporation. The Board of Directors may cause the Association to be incorporated without the vote of Association members at any time prior to the termination of the Class B Control Period. Following the termination of the Class B Control Period, the Association may be incorporated upon a majority vote of its members. The costs of incorporation shall be borne by the Association and the filing of articles of incorporation shall be undertaken by its Board of Directors.

8. Liability. Neither the Association nor any member thereof shall be liable to any owner, occupant, builder or Declarant for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the Association or a member thereof, provided only that the member has, in accordance with the actual knowledge possessed by him, acted in good faith. The Association may obtain liability insurance coverage appropriate to the functions undertaken by them as set forth in these Declarations.

#### ARTICLE IV Areas of Common Responsibility

The Areas of Common Responsibility at Brantingham Heights include, without limitation, monument/sign easement area(s), areas on which Mailbox Clusters are located, and private improved streets lying within access easements as identified in the recorded plats of the various phases constituting Brantingham Heights, together with any Common Area. The Owners shall share in the costs of maintaining, repairing and replacing the improvements upon the Areas of Common Responsibility in accordance with the provisions of Article V hereinbelow. The Association, through action of its Board of Directors, may from time to time acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting on

behalf of the Association, shall accept any real or personal property within Brantingham Heights conveyed to it by Declarant.

ARTICLE V  
Assessments

1. Creation of Lien and Personal Obligation for Assessments. Each Owner or contract purchaser of any Lot or Lots within Brantingham Heights, by acceptance of a deed or real estate contract herein, whether or not it shall be so expressed in such deed or other conveyance, is deemed to covenant and agree to pay to the Association, monthly assessments and special assessments for the purposes hereafter set forth. All monthly and special assessments shall be equal in amount as to each Lot. This agreement to pay shall be the personal obligation of each Owner or contract purchaser. No sale or transfer of any Lot shall extinguish the personal obligation of the transferor for amounts falling due prior to sale or transfer. This personal obligation for assessments is in addition to the lien described below.

All assessments, together with interest and collection costs, (including reasonable attorney's fees), shall be a continuing lien upon the property against which each such assessment is made. The date of the priority of said continuing lien shall be as of the date of the assessment. Each assessment, together with such interest, costs of collection thereof and reasonable attorneys fees, shall also be the personal obligation of the person who was the owner or contract purchaser of such property at the time when the assessment fell due. The foregoing lien shall be subordinate to the lien of any underlying real estate contract, first mortgage or deed of trust. No sale or transfer of any Lot shall affect any lien hereunder which has already attached or which relates to any assessment which has already become due, nor shall any sale or transfer relieve such Lot from liability for any assessments thereafter becoming due.

2. Purpose of Assessment. The assessments shall be used exclusively for the benefit of Areas of Common Responsibility including, without limitation, the maintenance, repair and replacement of improvements upon the Areas of Common Responsibility, and for the reasonable operating expenses of the Association, including without limitation, annual corporation fees and the procurement of insurance.

3. Amount of Assessments. Initially, assessments will be issued quarterly, based on actual expenses incurred by the Association. Expenses incurred in one calendar quarter will be assessed the first business day of the following quarter. The Board of Directors may change the

assessment schedule to monthly assessments once the expenses of the Association can be more accurately estimated. In such event, the amount of the monthly assessments shall be determined initially by the Board of Directors. During the Class B Control Period, assessments may be adjusted by the Board of Directors, in an amount not to exceed twenty percent (20%) per year; *provided however*, extraordinary expenses resulting from excess snow removal costs in heavy snow years may be added pro rata to an assessment, even if the resulting annual increase is in excess of twenty percent (20%). After the expiration of the Class B Control Period, assessments may be adjusted upon a majority vote of the Association's members.

4. Special Assessment for Capital Improvement. In addition to the assessments authorized in Section 3 above, the Association, acting through its Board of Directors, may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvement upon the Areas of Common Responsibility, provided that any such special assessment shall have the prior approval of at least eighty percent (80%) of the Owners.

5. Effect of Non-Payment of Assessment - Remedies. If any assessment is not paid within thirty (30) days after it becomes due and payable, the assessment shall bear interest from the date on which it is due at the rate of twelve percent (12%) per annum and the Association may bring an action at law against the person(s) personally obligated to pay the same and/or foreclose or lien against the property, and interest, costs and reasonable attorney's fees of such action shall be added to the amount of the assessment and all sums shall be included in any judgment or decree entered in such suit. No Owner or contract purchaser shall be relieved of liability for the assessments provided for herein by non-use of the Areas of Common Responsibility or abandonment of a Lot.

6. Exempt Property. All properties dedicated to and accepted by local public authority shall be exempt from the assessment. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

#### ARTICLE VI Residential Covenants

1. Use. No Lot shall be used except for residential purposes; *provided however*, Declarant may establish, without limitation, such business offices, model units, and/or sales and marketing offices as Declarant deems necessary for marketing Lots in Brantingham Heights. No

building shall be erected, altered, placed or permitted to remain on any Lot other than one single family dwelling with an attached two or three car garage. The structure shall not exceed two and one-half stories in height or 30 feet. The foregoing provisions shall not exclude construction of a private greenhouse, storage unit, private swimming pool or a shelter or port for the protection of such swimming pool, or for the storage of a boat and/or camping trailer kept for personal use, provided location of any such structure is in conformity with the applicable municipal regulations, is compatible in design and decoration with the residence constructed on such Lot, and has been approved by the Architectural Review Committee. The provisions of this section shall not be deemed to prohibit the right of any homebuilder to construct residences on any Lot, to store construction materials and equipment on said Lots in the normal course of construction and to use any single family residence as a sales office or a model home for purposes of sales in Brantingham Heights.

2. Dwelling Size. The main floor area for a one-story dwelling structure shall contain a minimum floor area of 1,700 square feet exclusive of garage area, basements, and open or screened porches. Multi-level dwelling structures shall contain a minimum floor area of 1,900 square feet with all levels, exclusive of garage area, basements, and open or screened porches.

3. Building Setbacks. All dwellings, including the front edge of any extended porches or coverings shall be located a minimum of twenty-two (22) feet from the interior edge of the city sidewalk along the front Lot line; the rear dwelling line shall be at least twenty-five (25) feet from the rear Lot line (unless waived in writing by the Association), and the dwelling shall be located at least ten (10) feet from each side Lot line. Eaves and other coverings can encroach into property line setback a maximum of two (2) feet as per city code, however, an eave cannot encroach into the setback if the setback is part of an easement. On corner Lots, the side yard shall be a minimum of twenty (20) feet on the side abutting the street. For the purpose of setback determinations, all Lots which are bordered on one side by a public street and on an adjacent side by a cul-de-sac shall be considered corner Lots. Setbacks for other improvements on lots must be consistent with applicable city code requirements and approved by the Architectural Review Committee.

4. Repeated Design. No residence of the same plan and roof design as another being constructed in the Development may be built within six (6) lots of one another on either side of the same street; *provided however*, upon written approval of the Architectural Review

Committee, residences having the same design, but with street façade and roof characteristics changed sufficiently so that the residences are not easily identifiable as the same design may be excepted from this provision.

5. Easements. Easements for installation and maintenance of utilities, access roadways and irrigation facilities are reserved, as shown on the recorded plat. The easements must be kept free and clear of any structures, buildings, dwellings, or other obstructions. The easements on each Lot and all improvements thereon shall be maintained continuously, and in as attractive condition as may be required by these Covenants for the remainder of the Lot, by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. The maintenance, repair and replacement of improvements upon access easements within Brantingham Heights for access roadways shall be subject to assessments as provided in Article V hereinabove.

6. Monument / Sign and Mailbox Cluster Easement. Declarant hereby reserves and declares an easement upon, over and across that portion of Lot 11 of Brantingham Heights as depicted on the recorded plat for the Phase 1 Development, for the purpose of installing, maintaining, repairing and replacing a monument identifying Brantingham Heights, together with associated electrical, lighting, irrigation and landscaping, and for Declarant's placement of signs advertising the sale of lots within Brantingham Heights. Declarant also reserves and declares an easement over and upon that portion of the Phase 1 Development and those other portions of the Proposed Development that become annexed to Brantingham Heights, for the purpose of installing, maintaining, repairing and replacing one or more Mailbox Cluster(s) in such location(s) as may be approved by the United States Postal Service. Declarant shall be responsible for the initial installation of said monument and its associated electrical, lighting, irrigation and landscaping, including the associated installation costs, as well as the costs associated with installation of any Mailbox Cluster(s). Thereafter the Association shall be responsible for the maintenance, repair and replacement thereof, and all associated costs, including, without limitation, any utility and insurance costs, shall be payable as part of the Assessments provided in Article V hereinabove.

7. Quiet Enjoyment. No portion of a Lot shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept

upon any portion of a Lot that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet safety, comfort, or serenity of the occupants of surrounding property. As well, no noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any portion of the Development which may be or may become an annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the neighborhood. Quiet times between the hours of 10:00 p.m. and 7:00 a.m. must be observed. No outside burning of leaves or other yard waste, trash, garbage or household refuse shall be permitted anywhere within Brantingham Heights.

8. Sheds, Tents, Trailers and Temporary Structures. Except as may be permitted by the Architectural Review Committee, no tent, utility shed, shack, trailer or other structure of a temporary nature ("detached building") shall be placed upon a Lot. All such detached buildings must be approved in advance by the Architectural Review Committee and must be permanent structures compatible in design and decoration with the main residence constructed on such Lot and shall have a maximum length and width of 24 feet x 24 feet, maximum wall height of 10 feet, maximum garage door height of 9 feet, and maximum ridge height of 18 feet. Any such detached building must be built of the same materials as the main residence, and meet all City code requirements.

9. Unsightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent any unclean, unhealthy, unsightly or unkempt condition on such Owners Lot. The pursuit of hobbies or other activities, including specifically, without limitation,, the assembly and disassembly of motor vehicles and other mechanical devices that might tend to cause disorderly, unsightly or unkempt conditions shall not be undertaken on any portion of Brantingham Heights.

10. Parking. No trailer, camper, mobile home, recreational vehicle, commercial vehicle, bus, truck, (other than standard size pickup truck), inoperable automobile, boat or similar equipment, and no vehicle which is in an extreme state of disrepair, shall be permitted to remain upon any Lot, dedicated or private street or other area within the Property, other than temporarily (e.g., for purposes of loading and unloading of passengers or personal property), unless placed or maintained within an enclosed garage. Exempt from the foregoing are boats,

campers mounted on pick-up trucks, trailers containing personal water craft or off-road motor vehicles, or tent trailers, which may be stored in driveways or alongside garages from Memorial Day through Labor Day, and may be stored throughout the year if behind a fence that completely blocks the view thereof from the ground level of adjacent Lots and streets. *Motor homes and travel trailers (excluding tent trailers) are specifically excepted from this exemption and must be stored only in an enclosed garage.* Commercial vehicles shall not include sedans, service vans under 6,000 lbs. Gross Vehicle Weight, or standard size pickup trucks which are used both for business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Architectural Review Committee. No noisy or smoky vehicles shall be operated on the Property. No off-road unlicensed motor vehicles shall be operated upon the Property, except as reasonably necessary to the execution of the rights or duties of the Declarant or the Association under this Declaration. No goods, equipment, material, supplies or vehicles used in connection with any trade, service, or business, wherever conducted, shall be kept parked, stored, dismantled or repaired outdoors on any Lot, or on any dedicated street within the Project. Owners and their invitees shall not park in areas designated by the Association or the City of Richland as "No Parking" areas.

11. Fences.

(a) Except for back yard fences, all fences shall be constructed only of vinyl and using only those earthtone colors specifically approved by the Architectural Review Committee, and shall not detract from the appearance of the dwelling houses located upon the adjacent Lots or building sites.

(b) All back yard fences shall only be constructed with an ornamental fence system such as Ameristar, Montage line, 3-rail Majestic style or the same style in a similar product as may be approved by the Architectural Review Committee. Steel or powder-coated aluminum are acceptable, but must have the same design/look as the 3-rail Majestic style. The only approved color for such fences shall be black. (*View depiction of acceptable fencing on-line at [www.ameristarfence.com](http://www.ameristarfence.com) . Go to Montage and find majestic style*).

(c) In no event, shall any fence or hedge exceed six (6) feet in height from the finished Lot grade, provided however, fences and hedges situated forward of the minimum building set-back line shall not exceed three and one-half (3½) feet above

grade. Any fence or hedge located forward of the minimum building set-back line shall not extend into any easement area provided on the recorded plat or in an area otherwise restricted by City code. All fences shall be constructed so that only finished exterior surfaces are visible from adjacent properties or streets. No interior supports, framing partitions, or any other hardware shall be visible from adjacent properties or streets. Walls, dog runs and animal pens shall only be located in enclosed garages or areas shielded from public view by a sight obstructing fence or garage and must be approved by the Architectural Review Committee.

12. Retaining Walls. Retaining walls shall not exceed forty-eight (48) inches unless approved by the Architectural Review Committee. For steeper conditions the retaining wall should be a stepped design. Grading should be designed to blend into the natural landscape. All retaining walls must conform to City of Richland standards and all materials used in retaining walls and handrails must be approved by the Architectural Review Committee.

13. Sight Distance at Intersections. All Lots located at street intersections shall be landscaped so as to permit a clear line of vision across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem as determined by the City of Richland or by the Architectural Review Committee.

14. Recreation. No basketball hoops may be mounted on any wall or any structure, but may be placed in a driveway and/or back yard on a free standing permanently affixed pole (subject to codes and/or such rules as the Architectural Review Committee or Board of Directors may from time to time promulgate). In addition, portable basketball hoops and backboards may be used, if confined to the homeowner's driveway, backyard, or garage (also subject to such City codes and/or such rules as the Architectural Review Committee or Board of Directors may from time to time promulgate). Quiet times between the hours of 10:00 p.m. and 7:00 a.m. must be observed.

15. Signs. No signs shall be erected on any Lot except that not more than one "For Sale" or "For Rent" sign placed by the Owner, Declarant or by a licensed real estate agent, not exceeding eighteen (18) inches high and twenty-four (24) inches long, may be temporarily displayed on any Lot. This restriction shall not prohibit the temporary placement of a professional sign by the Declarant, or by any licensed contractor actively engaged in the construction of residential homes within Brantingham Heights, any of which must comply with

the City of Richland sign ordinances. This provision shall also not prohibit the temporary placement of political yard signs prior to any primary or general election, any of which must comply with any City of Richland sign ordinances and reasonable restrictions and the rules from time to time established by the Architectural Review Committee.

16. Pets, Livestock and Poultry. Except for household pets, no animals, livestock or poultry of any kind shall be raised, bred, or maintained on any Lot. Indoor household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. Outdoor household pets are restricted to two dogs and/or three cats per household which shall not be allowed to run loose or at large. Dogs must be kept on leashes at all times when not confined to a fenced yard or indoors. Owners must do their own "poop patrol" when walking dogs.

17. Clotheslines, Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers and out of public view. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Trash and garbage shall be removed at regular intervals. No environmentally unsafe product such as motor oil, antifreeze, gasoline, etc., shall be flushed down or dumped into any sanitary or storm sewer or into a street. Clotheslines, garbage cans, above-ground storage tanks, mechanical equipment (except for heat pumps or air conditioning units) and other similar items on Lots shall be located or screened so as to be concealed from view of neighboring Lots and streets.

18. Firearms. The discharge of firearms anywhere within Brantingham Heights or any property within the Proposed Development is strictly prohibited. The term "firearms" shall be given its common meaning and shall also include B-B guns, pellet guns, paint ball guns, or any other item capable of launching a projectile.

19. Pools. Permanent or temporary above-ground swimming pools erected, constructed or installed on any Lot must be approved in advance by the Architectural Review Committee prior to such installation.

20. Antennas and Service Facilities. No exterior antennas, aerials, satellite dishes, or other apparatus for the transmission or receiving of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of a Lot, including any improvement thereon, without the prior written consent of the Architectural Review Committee,

except for local TV or radio station receiver antennas or satellite dishes or similar devices no larger than one meter in diameter (and/or as may be further restricted by then applicable Federal regulation or law) and, if reasonably possible, not located on front of homes or garages. Declarant and/or the Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna or cable system for the benefit of all or a portion of Brantingham Heights, should any such master system or systems be utilized by the Declarant or the Association and require any such exterior apparatus.

21. Air Conditioning Units. Except as may be permitted by the Architectural Review Committee, no window air conditioning units may be installed on any Lot.

22. Lighting. Except for seasonal decorative lights, which may be displayed between Thanksgiving and January 10 only, and except for landscape lighting, all exterior lights must be approved by the Architectural Review Committee.

23. Artificial Vegetation, Exterior Sculptures and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of a Lot. Exterior sculptures, fountains, planters, flags and similar items must be approved by the Architectural Review Committee.

24. Energy conservation Equipment. No solar energy collector panels or attendant hardware, or any other energy conservation equipment may be constructed upon any Lot unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Architectural Review Committee. Electricity generating windmills shall not be allowed.

25. Playground. Any playground or other play areas or equipment furnished by the Association or erected within a Lot shall be used at the risk of the user, and the association shall not be held liable to any person for any claim, damage or injury occurring thereon or related to the use thereof.

26. Completion of Construction. Construction of any dwelling shall be completed, including exterior decoration, within eight (8) months from the closing date of the Lot purchase. Failure to complete construction as required shall result in a penalty of \$100 per day, except where the delay is caused by an event not within the control of the Owner. In the event of undue hardship due to weather conditions, this provision may be extended upon written request to the Architectural Review Committee, whose decision shall be final and binding. Owners and their

contractors must engage in reasonable dust control mitigation and refuse removal or storage in appropriate containers on a continuous basis during construction. Streets must be kept clean of mud and dirt. If an Owner or its contractors fails to reasonably comply with these requirements, then the Association may, following five (5) days of posting notice of a violation of this provision on the applicable Lot, undertake such actions, at the Lot Owner's expense, that the Association deems necessary to effect such dust control mitigation and refuse removal and disposal. All costs incurred by the Association shall be an assessment against that particular Lot Owner and payment thereof shall be subject to paragraph 5 of Article V of these Declarations.

27. Exterior Finish. The exterior of all construction on any Lot shall be designed, built, and maintained in such a manner as to blend in with the natural surroundings, existing structures and landscaping within Brantingham Heights. Wall planes that encompass garage doors shall not exceed thirty-five (35) feet in length. All driveways must be concrete; no asphalt or gravel driveways are allowed. Exterior colors and color combinations must be approved as provided in Article VII. No green, blue or red roof colors will be allowed. Roof vents shall be colored to match the dominant roofing material. Exterior trim, siding, roofs, fences, doors, railings, decks, eaves, gutters, and exterior finish of garages and other accessory buildings shall be designed, built and maintained to be compatible with the exterior of the structure they adjoin. All color selections must be approved by the Architectural Review Committee. All windows and doors shall be trimmed with a 1" x 4" minimum trim on all sides. Exposed understructures (soffits) are prohibited. Siding material must extend to the minimum height above grade as required by City of Richland ordinance. Skirt foundation walls higher than four (4) feet to the finish floor shall have foundation landscaping to reduce the scale of the skirt walls.

28. Exterior Materials. Unless specifically waived in writing by the Architectural Review Committee, roofing material must be tile or minimum Class A 30 year Architectural composition shingle; siding material as a minimum shall be full "lap" type siding on all sides (shake, shingle, stone and board and batten accents are allowed), siding material shall be James Hardie®, Hardiplank® Lap Siding with Select Cedarmill® finish or comparable. A minimum of 25% of the front home and garage surface area must be finished in brick, stone or stucco. All material selections must be approved by the Architectural Review Committee.

29. Roof and Wall Offsets. In order to mitigate against a barracks-like appearance, the following standards shall apply to roof and wall lengths and offsets. Such standards may be altered only with the written approval of the Architectural Review Committee:

(a) Offset standards for walls shall be as follows:

(1) Thirty-five (35) foot maximum without an offset and/or window on the garage side only;

(2) Twenty (20) foot maximum without an offset and/or window;

(3) Offset Standard: Two (2) foot minimum offset and/or twenty (20) square feet of window.

(b) The offset standard for roofs shall be that no roof ridgeline may exceed thirty-five (35) feet in length.

30. Landscaping. Front, back and side yards must be landscaped in a manner compatible with other residential lots in the general area. Landscaping of that portion of a backyard lying within the ~2-to-1 sloped area adjacent to the street abutting a backyard or side yard shall be in accordance with the requirements set forth in Exhibit "D" hereto, which by this reference, is made a part hereof. The front landscaping of each Lot must be completed within eight (8) months of the closing date of the Lot purchase. Landscaping in backyards must be completed within fourteen (14) months of the closing date of a Lot purchase; *provided* however, landscaping of that portion of the backyard or side yard lying within the ~2-to-1 sloped area adjacent to the street abutting the backyard or side yard must be completed within eight (8) months of the closing date of the Lot purchase. As part of the landscaping, unless otherwise approved in writing by the Architectural Review Committee, each Owner shall plant at least one tree that is either a Chanticleer Flowering Pear or a Mount Fuji Flowering Cherry, and that is at least one and one-half inch trunk diameter located within six (6) feet of the interior edge of the city sidewalk in the front yard. In the case of corner Lots, at least two trees shall be planted so that each side fronting on a street or cul-de-sac contains at least one tree. Such trees shall be placed in a manner equidistant from each other and from the adjacent Lot lines. Owners shall keep Lots in a neat and orderly condition, free of brush, vines, weeds, debris, and the grass thereon cut or mowed at sufficient intervals to prevent the creation of a nuisance or fire hazard. Underground sprinklers systems are required in all yards. All landscaped areas of Lots shall be

watered at reasonable intervals and maintained so as to be attractive in appearance and free of insects and disease.

31. Irrigation Water. No irrigation water runoff from any Lot is allowed. Extra care and precaution in the design and operation of irrigation systems is required to prevent water related damage. Soil shall not be irrigated in excess of eighty percent (80%) of the water holding capacity of the soil. A solenoid valve shall be installed to gate off the entire system in the event of power failure. All mitigation measures recommended by the Owner's irrigation engineer to prevent damage from irrigation water must be installed. The Owner of any lot which is over watered or causes runoff onto adjacent property shall be responsible for all damage arising there from. Additionally, no irrigation accessories, including, but not limited to timers, valves and filters shall be allowed above ground except those located behind the back building line of the structure.

32. Siting on Lot. A residence shall be constructed on the Lot so that the front wall lines of the residence are parallel with the street on which the primary entry to the Lot is located. Exceptions to this provision may only be granted upon the written approval of the Architectural Review Committee.

33. Sex Offenders. No Lot, structure, and/or dwelling shall be owned or occupied by a sex offender, age 18 or older, listed or registered by any State and/or by any agency of the Federal government.

#### ARTICLE VII Architectural Control

1. Architectural Review Committee. In those circumstances where a Lot Owner must obtain the approval of the Association, approval must be sought from the Architectural Review Committee, initially consisting of the following individuals: Robert A. Johnson, Nicolette R. Johnson, and Dan Bruchman. Following termination of the Class B Control Period, when a new Board of Directors is elected as hereinabove provided, a new Architectural Review Committee shall be appointed by the newly elected Board of Directors. Absent the existence of an Architectural Review Committee, the functions thereof shall be undertaken by the Board of Directors.

2. Approval of Plans by Association. No building or structure of any type or storage unit shall be commenced, erected, placed or altered on any Lot until the construction plans and

specifications, and a plan showing the nature, shape, height, materials, colors, together with detailed plans showing the proposed location of the same on the particular Lot have been submitted to and approved in writing by the Association. All plans and specifications for approval by the Association must be submitted prior to or concurrent with submittal of the building permit application to the City of Richland. Submitted documents will remain in the possession of the Architectural Review Committee until the residence has been completely finished. During the Class B Control Period, plans must be submitted to:

Robert A. Johnson,  
8500 Gage Blvd. Suite A  
Kennewick, WA 99335

Following the Class B Control Period, plans can be submitted to any member of the then serving Architectural Review Committee at the address(es) kept on file with the Association. All decisions by the Association are deemed to be final. No aggrieved applicant shall seek relief or remedy in a court of law or through any arbitration or mediation service. Declarant, the Association, the Board of Directors, the Architectural Review Committee and their respective members shall be held harmless from any liability from any declined applicant.

3. Procedures. In the event the Association fails to approve or disapprove, within thirty (30) days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

4. Nonwaiver. Consent by the Association to any matter proposed to it and within its jurisdiction under these covenants shall not be deemed to constitute a precedent or waiver impairing its rights to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

5. Discretion. The Association may, at its sole discretion, withhold consent to any proposed work if the Architectural Review Committee finds that the proposed work would be inappropriate for the particular Lot or incompatible with the design standards that the Declarant intends for any phase, or the entirety of Brantingham Heights. Considerations such as site, shape, size, color, design, height, or other effect on the enjoyment on other Lots and any other factors

which the Association reasonably believes to be relevant, may be taken into account by the Association in determining whether or not to consent to any proposed work.

ARTICLE VIII  
General Provisions

1. Term. These covenants shall run with the land with respect to all property within Brantingham Heights and any subsequently annexed properties and shall be binding on all parties and all persons claiming under them until amended or revoked in the manner provided herein.

2. Amendment. These declarations, conditions and covenants can be terminated and revoked or amended only by duly recording an instrument signed by Declarant; *provided however*, following the termination of the Class B Control Period, such termination, revocation or amendment shall be effected only by duly recording an instrument which contains an Agreement which is signed by the Owners of at least two-thirds (2/3) of the Lots then comprising Brantingham Heights.

3. Enforcement. Enforcement shall be proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations or to recover damages. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The substantially prevailing party in any proceeding to interpret or enforce any provision herein shall recover a reasonable sum as attorney fees and costs of the proceeding.

4. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

5. Heirs, Assigns, Personal Representatives, and Successors in Interest Bound. Unless and until amended, changed, revoked or terminated as above provided, the provisions hereof shall remain in full force and effect as covenants, restrictions, easements, rights, liens, and encumbrances running with the land and binding upon the Property and any and all parts thereof, all Owners and other parties in interest thereto and their heirs, assigns, personal representatives and successors in interest. Accepting an interest in and to any portion of the Property shall

constitute an agreement by any person, firm or corporation accepting such an interest, that they and each of them shall be bound by and subject to the provisions of this instrument.

6. No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants contained in this Declarant are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenant. Any Owner acquiring a Parcel in reliance on one or more of such restrictive covenants shall assume all risks of the validity and enforceability thereof and, by acquiring the Parcel, agrees to hold Declarant harmless therefrom.

DATED THIS 24 day of March, 2010.

LAND TO LOTS, LLC, a Washington limited liability company

By: Robert A. Johnson  
Robert A. Johnson, Managing Member

“Declarant”



**EXHIBIT "A"**

The Property Legal Description is as follows:

**PARCEL A**

A parcel of land located in a portion of the Southeast quarter of Section 27, Township 9 North, Range 28 East, Willamette Meridian, Benton County, Washington, described as follows:

**BEGINNING** at a United States Bureau of Reclamation Brass cap marking the Southeast corner of the Southeast quarter of said Section 27;

Thence North  $02^{\circ}11'33''$  East along the East line of the Southeast quarter of said Section 27 for a distance of 716.69 feet;

Thence leaving the East line of the Southeast quarter of said Section 27, North  $86^{\circ}48'03''$  West, 109.16 feet;

Thence Northwesterly, along the arc of a 800.00-foot radius, tangent curve to the right (the radius of which bears North  $03^{\circ}11'57''$  East), through a central angle of  $23^{\circ}39'41''$  for an arc distance of 330.38 feet;

Thence South  $31^{\circ}07'45''$  West, 27.68 feet;

Thence Southerly, along the arc of a 117.50-foot radius, non-tangent curve to the right (the radius of which bears South  $85^{\circ}38'47''$  West), through a central angle of  $07^{\circ}19'31''$  for an arc distance of 15.02 feet;

Thence South  $02^{\circ}58'17''$  West, 46.44 feet;

Thence Northwesterly, along the arc of a 370.00-foot radius, non-tangent curve to the right (the radius of which bears North  $00^{\circ}15'38''$  East), through a central angle of  $10^{\circ}27'29''$  for an arc distance of 67.53 feet;

Thence North  $43^{\circ}22'52''$  West, 1083.15 feet;

Thence Southwesterly, along the arc of a 260.00-foot radius, non-tangent curve to the left (the radius of which bears South  $29^{\circ}56'36''$  East), through a central angle of  $34^{\circ}23'05''$  for an arc distance of 156.03 feet;

Thence North  $64^{\circ}19'39''$  West, 44.01 feet;

Thence Southwesterly, along the arc of a 304.00-foot radius, non-tangent curve to the left (the radius of which bears South 64°19'37" East), through a central angle of 25°09'30" for an arc distance of 133.49 feet;

Thence Southwesterly, along the arc of a 396.00-foot radius, reverse curve to the right (the radius of which bears North 89°29'07" West), through a central angle of 42°52'08" for an arc distance of 296.29 feet;

Thence South 43°23'01" West, 218.71 feet;

Thence South 46°44'00" East, 44.00 feet;

Thence South 43°23'01" West, 154.00 feet;

Thence North 46°44'00" West, 60.00 feet;

Thence South 43°23'01" West, 215.86 feet to the Easterly right-of-way line of a 100.00-foot wide Kennewick Irrigation District "Badger East Lateral" ;

Thence along the Easterly right-of-way line of said Kennewick Irrigation District "Badger East Lateral" the following courses:

Thence South 46°36'59" East, 23.24 feet;

Thence Southwesterly, along the arc of a 131.90-foot radius, tangent curve to the right (the radius of which bears South 43°23'01" West), through a central angle of 78°37'00" for an arc distance of 180.98 feet;

Thence South 32°00'01" West, 100.40 feet;

Thence Southeasterly, along the arc of a 31.90-foot radius, tangent curve to the left (the radius of which bears South 57°59'59" East), through a central angle of 43°54'00" for an arc distance of 24.44 feet;

Thence South 11°53'59" East, 4.00 feet;

Thence Northeasterly, along the arc of a 31.90-foot radius, tangent curve to the left (the radius of which bears North 78°06'01" East), through a central angle of 107°37'00" for an arc distance of 59.92 feet;

Thence North 60°29'01" East, 107.60 feet;

Thence Northeasterly, along the arc of a 523.00-foot radius, tangent curve to the left (the radius of which bears North 29°30'59" West), through a central angle of 10°49'00" for an arc distance of 98.74 feet;

Thence North 49°40'01" East, 122.40 feet;

Thence Northeasterly, along the arc of a 241.00-foot radius, tangent curve to the right (the radius of which bears South 40°19'59" East), through a central angle of 29°27'00" for an arc distance of 123.87 feet;

Thence North 79°07'01" East, 302.00 feet;

Thence Southeasterly, along the arc of a 145.50-foot radius, tangent curve to the right (the radius of which bears South 10°52'59" East), through a central angle of 66°30'00" for an arc distance of 168.87 feet;

Thence South 34°22'59" East, 33.00 feet;

Thence Southwesterly, along the arc of a 145.50-foot radius, tangent curve to the right (the radius of which bears South 53°37'01" West), through a central angle of 68°20'00" for an arc distance of 173.53 feet;

Thence South 33°57'01" West, 321.80 feet;

Thence Southwesterly, along the arc of a 336.50-foot radius, tangent curve to the left (the radius of which bears North 56°02'59" West), through a central angle of 08°11'37" for an arc distance of 48.12 feet to the South line of the Southeast quarter of said Section 27;

Thence leaving the Easterly right-of-way line of said Kennewick Irrigation District "Badger East Lateral"; South 88°24'24" East, along the South line of the Southeast quarter of said Section 27 for a distance of 292.97 feet;

Thence leaving the South line of the Southeast quarter of said Section 27, Northeasterly, along the Northerly right-of-way line of said Kennewick Irrigation District "Badger East Lateral", along the arc of a 432.00-foot radius, non-tangent curve to the right (the radius of which bears South 11°27'16" East), through a central angle of 01°17'16" for an arc distance of 9.71 feet;

Thence along the Northerly right-of-way line of said Kennewick Irrigation District "Badger East Lateral" the following courses:

Thence North 79°50'01" East, 271.00 feet;

Thence Southeasterly, along the arc of a 145.50-foot radius, tangent curve to the right (the radius of which bears South 10°09'59" East), through a central angle of 62°21'00" for an arc distance of 158.33 feet;

Thence South 37°48'59" East, 9.38 feet to the South line of the Southeast quarter of said Section 27;

Thence leaving the Northerly right-of-way line of said Kennewick Irrigation District "Badger East Lateral"; South 88°24'24" East, along the South line of the Southeast quarter of said Section 27 for a distance of 548.23 feet to the **POINT OF BEGINNING**.

Containing 33.72 acres, more or less.

Parcel No. 1-2798-400-0001-008 (IOP)

(Rev Dec 12)

**PARCEL B**

A parcel of land located in a portion of the Southeast quarter of Section 27, Township 9 North, Range 28 East, Willamette Meridian, Benton County, Washington, described as follows:

Beginning at a United States Bureau of Reclamation Brass cap marking the Northeast corner of the Southeast quarter of said Section 27;

Thence South 02°11'33" West along the East line of the Southeast quarter of said Section 27 for a distance of 658.28 feet;

Thence leaving the East line of the Southeast quarter of said Section 27, North 89°07'23" West, 1342.24 feet to the most Northerly Northeast corner of "Parcel 3" as shown in Volume 1 of Surveys, page 1675, Records of Benton County, Washington;

Thence South 27°24'00" East, 327.76 feet to the most Easterly Northeast corner of said "Parcel 3";

Thence leaving the boundary of said "Parcel 3", South 64°02'19" East, 16.32 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing South 64°02'19" East, 60.76 feet

Thence Southeasterly, along the arc of a 200.00-foot radius, non-tangent curve to the right (the radius of which bears South 26°15'18" West), through a central angle of 20°22'15" for an arc distance of 71.11 feet;

Thence South 43°22'52" East, 872.46 feet;

Thence Southeasterly, along the arc of a 203.00-foot radius, tangent curve to the left (the radius of which bears North 46°37'08" East), through a central angle of 29°57'17" for an arc distance of 106.13 feet;

Thence South 31°07'45" West, 218.62 feet;

Thence Southerly, along the arc of a 117.50-foot radius, non-tangent curve to the right (the radius of which bears South 85°38'39" West), through a central angle of 07°19'31" for an arc distance of 15.02 feet;

Thence South 02°58'17" West, 46.44 feet;

Thence Northwesterly, along the arc of a 370.00-foot radius, non-tangent curve to the right (the radius of which bears North 00°15'38" East), through a central angle of 10°27'29" for an arc distance of 67.53 feet;

Thence North 43°22'52" West, 1083.15 feet;

Thence Southwesterly, along the arc of a 260.00-foot radius, non-tangent curve to the left (the radius of which bears South 29°56'36" East), through a central angle of 34°23'05" for an arc distance of 156.03 feet;

Thence North 64°19'39" West, 44.01 feet;

Thence Southwesterly, along the arc of a 304.00-foot radius, non-tangent curve to the left (the radius of which bears South 64°19'37" East), through a central angle of 25°09'30" for an arc distance of 133.49 feet;

Thence Southwesterly, along the arc of a 396.00-foot radius, reverse curve to the right (the radius of which bears North 89°29'07" West), through a central angle of 42°52'08" for an arc distance of 296.29 feet;

Thence South 43°23'01" West, 218.71 feet;

Thence South 46°44'00" East, 44.00 feet;

Thence South 43°23'01" West, 154.00 feet;

Thence North 46°44'00" West, 60.00 feet;

Thence South 43°23'01" West, 215.86 feet to the Easterly right-of-way line of a 100.00-foot wide Kennewick Irrigation District "Badger East Lateral" ;

Thence along the Easterly right-of-way line of said Kennewick Irrigation District "Badger East Lateral" the following courses:

Thence North 46°36'59" West, 30.00 feet;

Thence North 43°23'01" East, 588.61 feet;

Thence Northerly, along the arc of a 350.00-foot radius, tangent curve to the left (the radius of which bears North 46°36'59" West), through a central angle of 42°52'08" for an arc distance of 261.87 feet;

Thence Northeasterly, along the arc of a 350.00-foot radius, reverse curve to the right (the radius of which bears South 89°29'07" East), through a central angle of 64°50'13" for an arc distance of 396.07 feet;

Thence Northeasterly, along the arc of a 350.00-foot radius, reverse curve to the left (the radius of which bears North 24°38'55" West), through a central angle of 30°50'15" for an arc distance of 188.38 feet to the **TRUE POINT OF BEGINNING**.

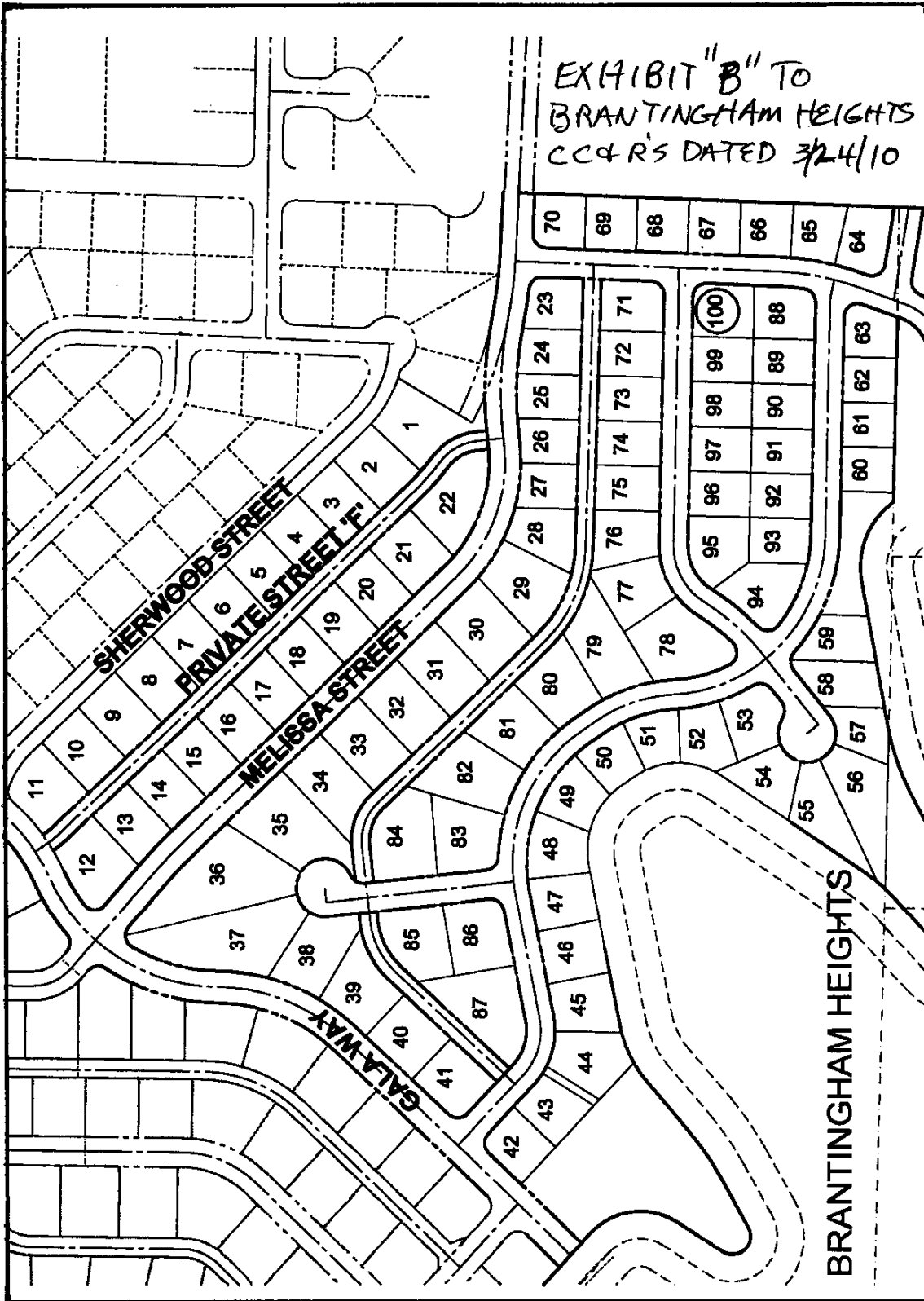
Containing 8.66 acres, more or less.

Parcel No. 1-2798-400-0001-008 (IOP)

(Rev Dec 12)

**EXHIBIT "B"**

Attached hereto and made a part hereof is a drawing that comprises the 100 lots in the Proposed Development.



**EXHIBIT "C"**

Attached hereto and made a part hereof are the Bylaws for Brantingham Heights Homeowners Association

**BYLAWS  
OF  
BRANTINGHAM HEIGHTS HOEMOWNERS ASSOCIATION**

The following are Bylaws of Brantingham Heights Homeowners Association (the "Association"), for the purpose of functioning as a homeowners association as provided for in Chapter 64.38 Revised Code of Washington. The Association shall initially be unincorporated. These Bylaws provide for governance of the Association and are applicable to that residential subdivision project known as Brantingham Heights, located in the City of Richland, Benton County, Washington ("the Development"). The Development is subject to the Declaration of Covenants, Conditions, Restrictions and Easements of Brantingham Heights recorded under Benton County Recording No. \_\_\_\_\_, as the same may from time to time be amended (the "Declaration").

Words and phrases that are defined in the Declaration shall have the same meaning in these Bylaws. The Declaration is hereby incorporated into these Bylaws, and any inconsistency between these Bylaws and the Declaration will be resolved in favor of the Declaration.

These Bylaws apply to all Lots lying within the Development existing as of the date hereof or as later annexed to the Development as more particularly described in the Declaration. Each Owner of a Lot in the Development automatically, by virtue of their fee simple ownership, becomes a member of the Association. All present and future Owners, Mortgagees, and other encumbrancers, lessees, tenants, licensees, and occupants of Lots, and their guests and employees, and any other person who may use the Areas of Common Responsibility are subject to the Declaration as it may from time to time be amended, and to the rules and regulations pertaining to use and operation of the Development.

**ARTICLE 1. MEMBERSHIP IN ASSOCIATION**

Section 1.1 Membership. The membership of the Association at all times shall consist exclusively of the Owners of all real property over which the Association has jurisdiction, both developed and undeveloped. Every Owner of a Lot in the Development shall be a Member of the Association. Such membership in the Association shall be appurtenant to and may not be separated from the ownership of such Lot. Ownership of such Lot shall be the sole qualification for membership in the Association. The Declarant as identified in the Declaration (the "Declarant"), shall be a Member of the Association for so long as Declarant owns one (1) or more Lots in the Planned Development.

Section 1.2 Transfer. The Association membership held by any Owner of a Lot shall not be transferred, pledged or alienated in any way, except upon the sale of or encumbrance of such Lot, and then only to the purchaser or Mortgagee of such Lot. Any attempt to make a prohibited transfer is void. A Member who has transferred fee interest to such Member's Lot or who has sold such Member's Lot to a contract purchaser under real estate contract shall thereby be deemed to have transferred to such grantee or contract purchaser such Member's membership rights in the Association. No Mortgagee or other holder of a lien interest in a Lot may exercise any rights hereunder until such time as fee ownership is held by such person or entity.

Section 1.3 Initial Payment. Upon Close of Sale of the first sale of each Lot, the purchaser thereof shall pay the current monthly Assessment, if any, for the month in which Close of Sale occurs (if the same has not theretofore been paid) prorated from the date of Close of Sale, so that a full month's Assessment shall be due on the first day of the following calendar month. In the event an Assessment is imposed on a calendar year basis, the Owner of a Lot on the date such Assessment is issued shall be liable for the entire Assessment notwithstanding the date the Lot was purchased.

## **ARTICLE 2. VOTING RIGHTS**

Section 2.1 Classes of Voting Membership. The Association shall have two (2) classes of voting membership as follows:

A. Class A. Class A Members shall be all Owners of Lots in Brantingham Heights, with the exception of Declarant. Class A Members shall be entitled to one (1) vote for each Lot owned. Declarant shall become a Class A Member with regard to Lots owned by Declarant upon conversion of Declarant's Class B membership as provided below. When more than one Person holds an interest in any Lot, all such Persons shall be Members. The vote for such Lot shall be exercised in accordance with Article 2, Section 2.2, of these Bylaws, and in no event shall more than one (1) Class A vote be cast with respect to any Lot.

B. The Class B Member shall be Declarant. The Class B Member shall have one (1) vote for each lot owned by Declarant in the entirety of the Proposed Development. For this purpose, Declarant shall initially hold one hundred (100) votes representing one (1) vote for each of the one hundred (100) lots in the Proposed Development. Thereafter, Declarant shall relinquish one (1) vote for each Lot Declarant sells to a third party. Declarant has pursuant to recorded Declarations retained the right at all times to sell or otherwise convey any portion of the Proposed Development prior to it being annexed into Brantingham Heights

without requiring such sale to be subject to these Declarations. In such event, Declarant shall relinquish one (1) vote for each lot that is depicted on Exhibit B that is fully contained within the boundaries of the portion so conveyed. In addition, as more particularly described in Article 4 hereinbelow, the Class B Member shall be entitled to appoint all members of the Board of Directors. The Class B membership shall cease and be automatically converted in the ratio of one (1) Class A membership for each Lot then owned by Declarant to Class A memberships on the occurrence of the earliest of the following events:

(1) Thirty (30) days after the date on which ninety percent (90%) or more of all lots that are intended to be developed within the Proposed Development, as that term is described in the Declaration, are owned by persons other than Declarant, or builders or developers holding title for the purpose of development and resale; or

(2) Five years from the Close of Sale of the first Lot sold by Declarant, unless additional property is annexed to the Development as set forth in the Declaration, and in that event, this time frame shall automatically be extended to seven (7) years from Close of Sale of the first Lot sold; or

(3) At such earlier date that Declarant, in its sole and absolute discretion, so determines.

The period in which Declarant holds the Class B membership shall be referred to in these Bylaws as the "Class B Control Period". Notwithstanding anything to the contrary herein stated or inferred, the Class B Member shall during the Class B Control Period be entitled to appoint all members of the Board of Directors.

**Section 2.2 Vote Distribution.** Class A Members shall be entitled to one (1) vote for each Lot owned. When more than one Person has an interest in any Lot ("co-owners"), all such co-owners shall be Members and may attend any meeting of the Association, but only one such co-owner shall be entitled to exercise the vote to which the Lot is entitled. Such co-owners may from time to time, designate in writing one of their number to vote. Fractional votes shall not be allowed, and the vote for each Lot shall be exercised, if at all, as a unit. Where no voting co-owner is designated or if such designation has been revoked, the vote of such Lot shall be exercised as the majority of the co-owners of the Lot mutually agree. Unless the Board receives a written objection from a co-owner, it shall be presumed that a voting co-owner is acting with the consent of his or her co-owners. No vote shall be cast for any Lot where the majority of the co-owners present in person or by proxy and

representing such Lot cannot agree to said vote or other action. The non-voting co-owner or co-owners shall be jointly and severally responsible for all of the obligations imposed upon the jointly owned Lot and shall be entitled to all other benefits of ownership. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established herein, or in the Bylaws, shall be deemed to be binding on all Owners, their successors and assigns. Such voting rights shall be subject to the restrictions and limitations provided in the Declaration, the Articles, if filed, and Bylaws, as from time to time may be amended. The Declarant shall designate the Person entitled to exercise the votes of the Class B Member.

### **ARTICLE 3. MEETINGS OF MEMBERS**

Section 3.1 Place. Meetings of the Members shall be held at such suitable place as may be convenient to the membership and designated from time to time by the Board.

Section 3.2 Transitional Meeting. At such time as Declarant no longer owns Class B stock as hereinabove described, the Board shall call a meeting of Members (the "Transitional Meeting") to elect a new Board of Directors, and conduct such other business as may be required to transition management of the Association to non-Declarant members. Nothing herein stated shall preclude Declarant, or its authorized representative from being elected to the Board. Nominations and election procedures for new members of the Board shall be as set forth in Section 4.5 hereinbelow.

Section 3.3 Annual Meeting. In the year following the Transitional Meeting and each year thereafter, the Board shall call an annual meeting of the Association for the election of directors and the transaction of such other business as may properly come before the meeting (the "Annual Meeting"). Such Annual Meeting shall be held at a reasonable hour and date fixed by the Board, which date shall not be less than fourteen (14) nor more than sixty (60) days after notice of the meeting is given to the Members, or if the Board should fail to fix a date and give notice thereof to the Members by the fifteenth day of September, the meeting shall occur at 7:00 pm on the first Thursday in October. The annual meeting shall be held within each calendar year, commencing with the year following the Transitional Meeting. The Transitional Meeting described in Section 3.2 may be considered as the annual meeting for the year in which it is held.

Section 3.4 Budget Ratification. The financial statement for the preceding fiscal year (if any) and the proposed budget the Board has adopted for the pending fiscal year shall be presented at the Annual Meeting. Unless at the meeting members holding a majority of the votes in the

Association vote to reject the budget, the budget is ratified, whether or not a quorum is present for the meeting. In the event the proposed budget is rejected or the ratification of the budget is otherwise invalid, the budget last ratified by the Owners shall be continued until a budget proposed by the Board is ratified.

**Section 3.5 Special Meetings.** A special meeting of the Association may be called by the president, by resolution of the Board, or upon the written request of Owners having ten percent (10%) of the votes in the Association not less than ten nor more than fifty (50) days in advance of the meeting. No business shall be transacted at a special meeting except as stated in the notice of the meeting.

**Section 3.6 Notice of Meetings.** It shall be the duty of the secretary to give notice of each annual, budget, and special meeting to each member of the Association. Such notice shall be hand-delivered or sent prepaid by first-class United States mail to the mailing address of each Lot or to any other mailing address designated in writing by the Owner. Notice shall be deemed given on the date hand delivered or placed in the mail, and shall be deemed received on the third day of regular mail delivery after the mailing of said notice. Notice of any meeting shall state the time and place of the meeting and the items on the agenda to be voted on by the members, including the general nature of any proposed amendment to the Declaration, Articles, or Bylaws, any changes in the previously approved budget that result in a change in Assessment obligations, and any proposal to remove a director or officer. Before any meeting of the Association, any member may, in writing, waive notice of such meeting. Attendance by a member at a meeting of the Association shall be a waiver by him of timely and adequate notice unless he expressly challenges the notice when the meeting begins.

**Section 3.7 Quorum.** The presence in person or by proxy of members of the Association or voting representatives holding thirty-four percent (34%) of the total voting power of the Association shall constitute a quorum for the transaction of business at any meeting of members of the Association.

**Section 3.8 Adjournment of Meetings.** If any meeting of Owners cannot be organized because a quorum has not attended, the Owners present in person or by proxy may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

**Section 3.9 Majority Vote.** Except as otherwise provided by the Declaration or by these Bylaws, passage of any matter submitted to vote at a meeting where a quorum is present shall require the affirmative vote of a simple majority of the votes present.

Section 3.10 Written Ballot. At the discretion of the Board, any matter which might come before the Association at a meeting, including election of directors, may be determined by written ballot, rather than at a meeting. Ballots shall be sent to all Owners in the same manner as notice of meetings, with a specified deadline for return of ballots. Ballots for such meetings must be properly executed and returned in sufficient quantity to constitute a quorum, and determination of the matter presented shall be based upon the required percentage of ballots returned, unless approval of a specified percentage of all voting power is required by law, the Declaration or these Bylaws. The vote by ballot shall be determined by the Board within forty-eight (48) hours of the deadline for return of ballots. Within ten (10) days after the ballots have been counted, each Owner shall be notified by mail or other delivery of written notice of the results of the ballot or that a quorum of ballots was not returned.

#### **ARTICLE 4. DIRECTORS**

Section 4.1 Number and Term of Directors. The affairs of the Association shall be governed by a Board of Directors, which shall be comprised of three (3) individuals appointed or elected as hereinafter provided. Except with respect to directors appointed by the Class B Member, each director shall be an Owner, and in the case of a husband and wife ownership in one or more Lots, only one spouse may be elected as a Board member at any given time.

Section 4.2 Directors During the Class B Control Period. Declarant shall have the right at all times during the Class B Control Period to appoint all three members of the Board of Directors. The initial members of the Board of Directors shall be Robert A. Johnson, Nicolette R. Johnson and Dan Bruchman.

Section 4.3 Directors Following the Class B Control Period. Following the Class B Control Period, at the Transitional Meeting, Members will elect a Board of three (3) directors. In order to obtain staggered terms of office for Board directors, one director shall be elected for one year and two directors shall be elected for two years. Thereafter, at the Annual Meetings, elections will be held for director positions that will be expiring. The normal term of office shall be two (2) years. The term of office shall commence at the end of the Annual Meeting at which a director is elected.

Section 4.4 Powers of Directors. The business and affairs of this Association shall be managed by or under the direction of its Board of Directors. In the management and control of the property, business and affairs of this Association, the Board of Directors is hereby vested with all of the powers possessed by this Association itself, so far as this delegation of authority is not

inconsistent with the laws of the State of Washington, the Declaration, the Articles of Incorporation, if any, or these Bylaws of this Association.

**Section 4.5 Qualification, Nomination and Election of Directors.** Unless the Board adopts other procedures governing elections of members of the Board, and except during the Class B Control Period:

A. Any individual nominated for election to the Board must be an individual Owner, or a duly authorized representative of an Owner entity such as a corporation, limited liability company or trust.

B. Nominations for qualified directors shall be taken from the floor at the Transitional Meeting and at subsequent Annual Meetings.

C. Elections of Board members shall be by secret written ballot. Ballots shall be distributed among those Members present at the meeting on a form prepared for that purpose. The Owner of each Lot shall be entitled to one vote for each director position to be filled. There will be no cumulative voting. Votes shall be counted by the existing directors and the results announced at such meeting.

**Section 4.6 Director Liability.** No director of the Association shall be personally liable to the Association or any of its Members for monetary damages for conduct as a director; provided that this provision shall not eliminate or limit the liability of a director: (i) for acts or omissions which involve intentional misconduct by a director or a knowing violation of law by the director; or (ii) for any transaction from which the director has or will personally receive a benefit in money, property or services to which the director is not legally entitled. If the Washington State Nonprofit Corporation Act is amended to authorize corporate action further eliminating or limiting the personal liability of director, then the liability of each director of this Association shall be eliminated or limited to the fullest extent permitted by such Nonprofit Corporation Act, as so amended. No repeal or modification of this Section shall adversely affect any right or protection of a director of this Association existing at the time of such repeal or modification.

**Section 4.7 Compensation.** No compensation shall be paid to directors for their services as directors.

**Section 4.8 Vacancies.** Vacancies on the Board caused by reasons other than the removal of a director by a vote of the Association may be filled by an election held at a special meeting of the Association called for that purpose or by the remaining directors if the special meeting does not

occur within sixty (60) days of the vacancy. Each person so selected shall be a director until a successor is elected at the next annual meeting of the Association.

**Section 4.9 Removal of Directors.** After the Transitional Meeting, any one or more of the directors may be removed, with or without cause, by Members holding a majority of the votes in the Association at a special meeting called for that purpose and a successor may then and there be elected to fill the vacancy thus created and to serve the balance of the unexpired term. Any director whose removal has been proposed shall be given an opportunity to be heard at the meeting.

**Section 4.10 Regular Meetings.** Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each director personally or by mail, telephone, facsimile transmission or internet transmission, at least three days before the day fixed for the meeting.

**Section 4.11 Special Meetings.** Special meetings of the Board may be called by the president on three days' notice to each director, given personally or by mail, telephone, facsimile transmission or internet transmission, which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board shall be called by either the president or secretary in like manner and on like notice on the written request of any two directors.

**Section 4.12 Waiver of Notice.** Before any meeting of the Board, any director may, in writing, waive notice of such meeting. Attendance by a director at any meeting of the Board shall be a waiver by him of timely and adequate notice unless he expressly challenges the notice when the meeting begins. If all directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at the meeting.

**Section 4.13 Quorum.** At all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board. If there is less than a quorum present at any meeting of the Board, the majority of those present may adjourn the meeting from time to time. At the adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

**Section 4.14 Action by Directors Without a Meeting.** Any action required or permitted to be taken at a meeting of the Board may be taken:

- A. without a meeting if a written consent setting forth the action to be taken is signed by every director. Any such written consent shall be inserted in the minute book as if

it were the minutes of a meeting of the Board; or

B. by communicating simultaneously with all directors by means of a conference telephone or similar communications equipment. Minutes of such simultaneous communications shall be inserted in the minute book as if they were the minutes of a physical meeting of the Board.

Section 4.15 Open Meeting. Any Owner or voting representative may attend any meeting of the Board, but shall not be entitled to participate except with the consent of the Board. The Board may, however, go into private, executive session to consider the employment or dismissal of any agent or other persons employed by the Association, or to hear complaints or charges brought against such person, unless the person requests a public hearing, or to discuss with legal counsel litigation in which the Association is or is likely to become a party if public discussion would adversely affect the interests of the Association in such litigation.

Section 4.16 Management Company. The Board may contract with a professional management company to assist the Board in the management and operation of the Association and may delegate to the management company such of its administrative duties and powers as it deems to be appropriate.

#### **ARTICLE 5. OFFICERS**

Section 5.1 Designation. The principal officers of the Association shall be a president, a vice president, a secretary, and a treasurer, each of whom shall be a Lot Owner, and may be a Board member, *provided however*, during the Class B Control Period, the above described offices shall be filled by Declarant, and the two remaining Board members appointed by Declarant. Two or more offices may be held by the same person, except that one person may not hold the offices of president and secretary simultaneously.

Section 5.2 Designation of Officers. Officers of the Association shall be appointed by the Board at the organizational meeting of the Association, at the first Board meeting following the Transitional Meeting and annually thereafter by the Board at the first Board meeting following the Annual Meeting of the Association.

Section 5.3 Removal of Officers. At any regular meeting of the Board or at any special meeting of the Board called for such purpose, upon an affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause. A successor to the removed officer may be elected at any such meeting.

Section 5.4 President. The president shall be the chief executive officer of the Association, shall preside at all meetings of the Association and of the Board and shall have all powers and duties usually vested in the office of the president.

Section 5.5 Vice President. The vice president shall perform the duties of the president when the president is absent or unable to act, and shall perform such other duties as may be prescribed by the Board.

Section 5.6 Secretary. The secretary shall keep the minutes of all meetings of the Board and of the Association and shall have custody of the business records of the Board and the Association, other than financial records kept by the treasurer and shall also perform such other duties as may be prescribed by the Board.

Section 5.7 Treasurer. The treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association.

Section 5.8 Other Officers and Employees. Other officers of the Association and any persons employed to assist the officers, shall have such authority and shall perform such duties as the Board may prescribe within the provisions of the applicable statutes, the Declaration, the Articles, and these Bylaws.

Section 5.9 Execution of Documents. The President and Secretary shall each have the power to execute and deliver on behalf of and in the name of the Association any instrument requiring the signature of an officer of the Association, except where the execution and delivery thereof shall be expressly delegated by the Board to some other officer or agent of the Association. Unless authorized to do so by these Bylaws or by the Board, no officer, agent, or employee shall have any power or authority to bind the Association in any way, to pledge its credit, or to render it liable for any purpose or in any amount.

#### **ARTICLE 6. INDEMNIFICATION**

Each person who was or is made a party or is threatened to be made a party to or is involved (including, without limitation, as a witness) in any actual or threatened action, suit or other proceeding, whether civil, criminal, administrative or investigative and whether formal or informal, by reason of the fact that such person is or was a director or officer of this Association or, being or having been such a director or officer, is or was serving at the request of this Association as director, officer, employee, trustee or agent of another Association or of a partnership, joint venture, trust, limited liability company or other enterprise or entity (including service with respect to any

retirement plan maintained by this Association and service with respect to any other employee benefit plan maintained by this Association) shall be indemnified and held harmless by this Association to the maximum extent and under all circumstances permitted by applicable law as then in effect, against all expenses, liabilities and losses (including, without limitation, attorney's fees, judgments, fines, ERISA excise taxes, penalties and amounts paid or to be paid in settlement) actually and reasonably incurred or suffered by such person in connection therewith. Such indemnification shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of such person's heirs and personal representatives. No indemnification shall be provided under this Article, however, to any such person if this Association is prohibited by applicable law as then in effect from paying such indemnification. The right of indemnification conferred under this Article shall be a contract right and shall include the right to be paid by this Association for reasonable expenses incurred in defending any such proceeding in advance of its final disposition. The right of indemnification conferred under this Article shall be determined without regard to the limitations in RCW 23B.08.510 through RCW 23B.08.550; provided such indemnity shall not indemnify any director or officer from or on account of: (i) acts or omissions which involve intentional misconduct or a knowing violation of law by the director or officer; or (ii) any transaction from which the director or officer has or will personally receive a benefit in money, property or services to which the director or officer is not legally entitled.

#### **ARTICLE 7. COMMITTEES**

Section 7.1 Committees of Directors. The Board may appoint one or more committees. Such committees, if composed entirely of Board members, shall have and exercise, to the extent provided in the resolution establishing the committee, the authority of the Board in the management of the Association. The appointment of any such committee shall not relieve the Board of its ultimate responsibility for administration and management.

Section 7.2 Other Committees. Other committees, including the Architectural Control Committee ("ACC") not having or exercising the authority of the Board in the management of the Association, may be appointed by the president or the Board, and such committees may be composed of one or more Members of the Association. The ACC during the Class B Control period shall be comprised of those individuals appointed by Declarant.

#### **ARTICLE 8. HANDLING OF FUNDS**

The Association shall, as and when it deems necessary, establish the necessary accounts to provide properly for the operation and maintenance of the Areas of Common Responsibility. Overall

superintendence of these funds shall be the responsibility of the treasurer of the Association.

**ARTICLE 9. KEEPING RECORDS AND REPORTS**

The Board shall cause to be kept complete, detailed, and accurate books and records of the receipts and expenditures of the Association, in a form reasonably approved by the Board. The books and records, authorizations for payment of expenditures, and all contracts, documents, papers, and other records of the Association shall be available for examination by the Owners, Mortgagees, and the agents or attorneys of either of them, during normal business hours and at any other reasonable time or times.

**ARTICLE 10. AMENDMENTS**

At anytime following the termination of the Class B Control Period, at any regular or special meeting, these Bylaws may be amended by members holding a majority of the votes in the Association or by the written consent of the requisite percentage of members. The amendment shall be executed by the secretary of the Association who shall certify that the requisite vote or consent has been obtained. During the Class B Control Period any such amendment shall be by majority vote of the Board of Directors.

The foregoing Bylaws were adopted as of the \_\_\_ day of March, 2010, by Consent in Lieu of a Meeting of the Board of Directors of Brantingham Heights Homeowners Association.

\_\_\_\_\_  
Secretary

**EXHIBIT "D"**

Attached hereto and made a part hereof are the requirements for landscaping the areas lying within the ~2-to-1 sloped areas as described in paragraph 27 of Article VI of these Declarations.

3-24-10 Exhibit D "TO GRANVILLE HEIGHTS CARR'S"

1. The shrubs should go all the way across the top half of the slope approximately 1/3 of the way down from the top of the slope. Depending on the size of the sloped area, they should be spaced at least 8'-10' apart from each other. Anywhere from 7 to 9 shrubs depending on the size of the sloped area.

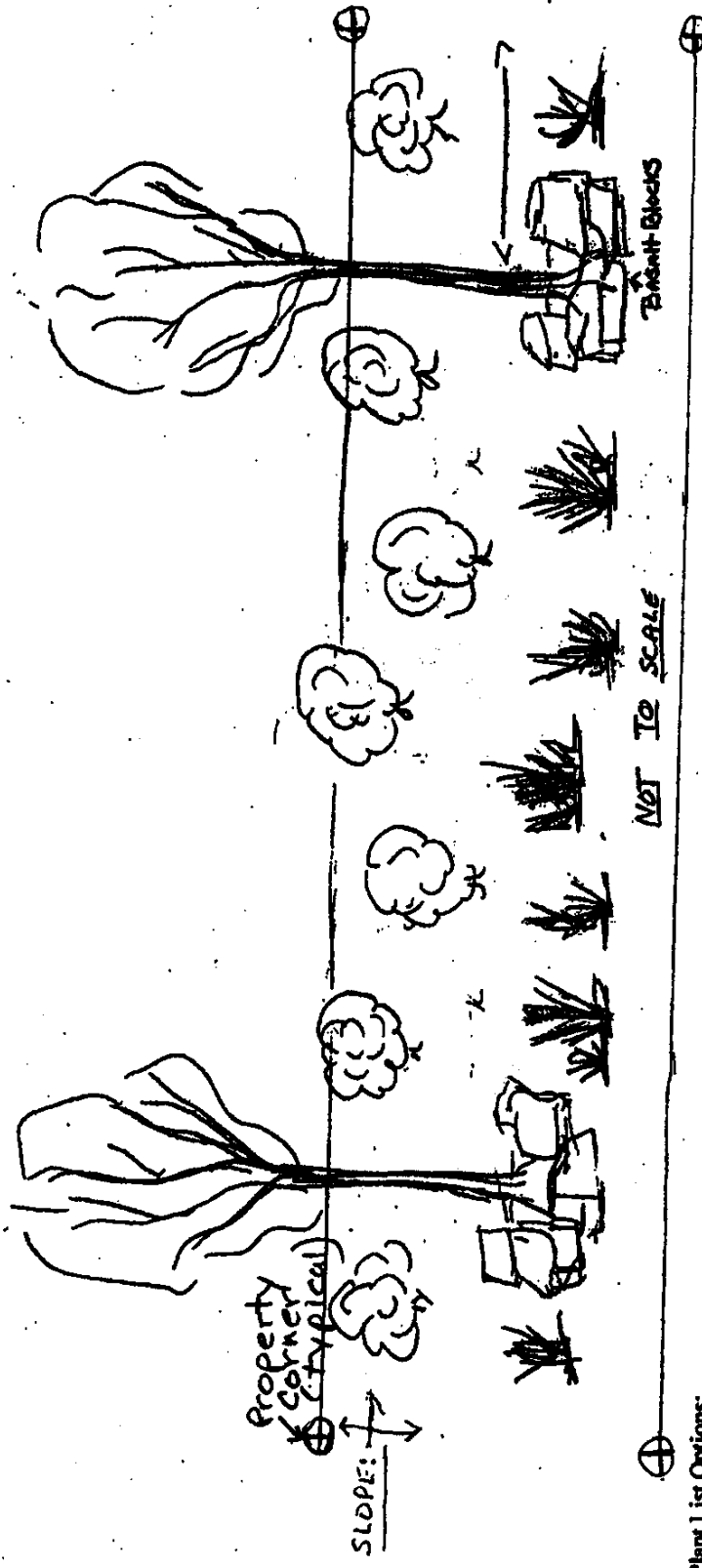
2. Grasses should come 1/3 of the way up from the bottom of the slope and should span the entire length. Grasses can be anywhere from 5-15 clumps depending on personal preference.

3. Tree's should be spaced at least 40' to 50' apart, depending on tree variety, through center of sloped area.

4. Basalt block rings around trees.

5. 1 1/2" - 2" basalt chip gravel should be at least 3" deep with no exposed fabric.

6. Weed barrier - 3" overlapping fabric secured with metal pins.



Plant List Options:

- Trees
1. Chanticleer Pear
  2. MT. Fuji Cherry
  3. Blue Atlas Cedar
  4. Sunburst Honeylocust

Shrubs:

1. Dwarf European Cranberry Bush
2. Double file Viburnum ( Marie's)
3. Double Pink Flowering Almond
4. Dwarf European Burning Bush

Grasses:

1. Dwarf Pampas Grass
2. Fountain Grass
3. Blue Oat Grass
4. Heavy Metal Switch Grass