

DESERT OASIS PHASE II

Known all men by these presents: Desert Oasis, Inc. being the owner of the real property described as DESERT OASIS, PHASE 2 according to plat thereof recorded in Volume "D" of Plats, Page 140, do hereby make said real property subject to the following covenants run with the land and shall be binding upon all parties and all persons claiming under them until ten years, at which time said covenants run with the land and shall be binding upon all parties and all persons claiming under them until ten years at which time said covenants and restrictions shall automatically extend for successive periods of ten years, unless by vote of a majority of the then owners of the lots it is agreed to change said covenants and restrictions are being designed for the purpose of keeping said addition desirable, uniform and suitable in architectural design and use as herein specified:

1. All lots in the tract shall be known and be described as residential lots. Not structure shall be erected, altered, placed or be permitted to remain on any residential building plot other than one detached, single-family dwelling and two other appurtenant structures, architecturally in harmony and consistent with the residential use of the premises.
2. No modular, mobile home or prefabricated dwelling shall be placed, erected or permitted to remain on any residential lot.
3. No structure of a temporary character, trailer, basement, garage or other out-building shall be used on any lot at any time as a residence, either temporary or permanently.
4. The floor area of the residential building, exclusive of one-story open porches and garages, shall be not less than One Thousand (1,000) square feet and in the case of a multi-level home there will be at least Five Hundred (500) square feet on the ground floor.
5. Within three (3) months after occupancy, the homeowner shall have the front and side yards graded to a finished grade and landscaped to a condition reasonably acceptable in a closely build residential community.
6. Public utility easements over, under and across the lots as designated on the face of the recorded plat shall not be used for any purposes inconsistent with their use as a public utilities easements.
7. No lot, common area, unplatted area, or street shall be used as a dump for trash or rubbish of any kind. Yard rakings, such as rocks, lawn and shrubbery

clippings and dirt and other materials resulting from landscaping work shall not be dumped into public streets or ditches or onto vacant lots within the Plat. The removal and disposal of all such materials shall be the sole responsibility of the individual owner. Should any individual lot owner or contract purchaser fail to remove any such trash, rubbish, garbage, yard rakings and other such materials from his property, the street and/or ditches adjacent thereto within ten (10) days following the date on which notice is mailed to him by the declarant, or the Association overseeing the enforcement of these Covenant, may have said trash removed and charge the expense of the removal to said lot owner or purchaser. Any such charge shall become an continuing lien on the property which shall bind the property in the hands of the then owner or contract purchaser and his successors in interests. Such charge shall also be a personal obligation of the one who is the owner or contract purchaser of the lot involved on the date of removal.

8. Any lot owner shall submit all plans for any building to be constructed on any lot to the Architectural Control Committee for approval prior to commencement of construction of the home or appurtenant structure. The Architectural Control Committee shall have the authority to approve, disapprove, or return for corrections all plans, plot plans, or landscape plans. Members of the Architectural Control Committee shall be John D. Chapman, William L. Massey and Barbara Nuss. All plans shall be submitted to the Architectural Control Committee at 7208 700 Avenue West, Suite 107, Oak Harbor, Washington, 98277, or such other address as the committee may designate in the future. Any vacancy on the Architectural Control Committee shall be filled through a majority vote of the lot owners in the division with each lot owner having one vote.

This plat and dedication are made subject to the preceding restrictions and covenants which run with the land and shall be binding on all parties and all persons claiming under them.

If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate, any of the covenants, herein, it shall be lawful for any other person or persons owning any real property in said development, or subdivision, or the city of Pasco, to prosecute any proceedings at law or in equity, against the person or persons either to prevent him or them from so doing or to recover damages or other dues for such violations.

Invalidation of any one of these Covenants by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Dated this 18th day of July, 1994.

Recorded: 1994

Recording Number: 512105