

**DESERT WIND ESTATES, REPLAT, BLOCK 3  
AND  
SUNLAND HEIGHTS 1, BLOCK 2**

THIS DECLARATION made this 1<sup>st</sup> day of August, 1996 by J & D Builders, Inc. hereinafter called the DECLARANT, provides as follows:

WHEREAS, DECLARANT is the owner of certain real property in the County of Franklin, State of Washington, known as Replat of Desert Wind Estates, Block 3 and Sunland Heights 1, Block 2 such plat being recorded in the office of the Franklin County Auditor., Franklin County, Washington, and is desirous of subjecting the real property described in said plat to the restrictions, covenants, reservations, easements and charges hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof and shall apply to and bind the successors in interest and property and each and every parcel thereof and shall apply to and bind the successors in interest and any owner thereof. These easements, restrictions, covenants and conditions are intended to protect the value and desirability of the aforesaid real property more fully described as Replat of Desert Wind Estates, Block 3 and Sunland Heights 1, Block 2, according to the plat thereof recorded under Auditor File No. 533245 in Volume D of Plats, page 153, records of Franklin County, Washington.

NOW, THEREFORE, J & D Builders, Inc. hereby declares that the real property described in said plat, is and shall be held, transferred, sold and conveyed subject to the restrictions, conditions, covenants, reservations, easements and charges hereinafter set forth. The entire area shown on the above referenced plat shall be subject to the following restrictive covenants and restrictions hereinafter referred to as **DECLARATION OF RESTRICTIVE COVENANTS FOR REPLAT OF DESERT WIND ESTATES, BLOCK 3 AND SUNLAND HEIGHTS1, BLOCK 2.**

1. GENERAL PROVISIONS

- A. Enforcement: It shall be lawful for any person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violations.
- B. 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.
- C. Amendment: The Covenants of this Declaration shall run with the land. This Declaration may be amended by the sole signature of the Declarant until twelve (12) lots are sold. Thereafter, this Declaration may be amended by an instrument signed by not less than seventy percent (70%)

of the Owners of all Lots. However, Declarant must approve any amendment within two (2) years from date of recording. Any amendment must be recorded. In no event shall any amendments require more onerous restrictions than those herein as to any existing structure unless the same be unanimously approved by the Owners.

2. RESIDENTIAL AREA COVENANTS

A. Residential Character of Property

No premises shall be used for other than residential purposes with no more than one, detached, single family dwelling for single occupancy only, except that this Covenant is not intended to prohibit the property holders herein from having household pets for their own purposes so long as a commercial animal activity is not engaged in and they do not become a nuisance. Adequate measures will be taken to insure that all animals are confined within the perimeter of the lot.

B. Dwelling Size

The ground floor area of a one story dwelling shall not be less than 1100 finished square feet. In the case of a two story dwelling, the lower living level shall not be less than 850 finished square feet and the total area shall constitute a minimum of 1600 finished square feet. For a tri-level dwelling, the total area shall constitute a minimum of 1600 finished square feet. A split entry or split foyer type home shall have a main floor area of not less than 1050 finished square feet. All of the above minimum floor areas are exclusive of open porches and garages. All dwellings must have at least an attached or detached one car garage. Additional outbuildings will be allowed, so long as said outbuildings are in conformance with the architectural design of the residence.

C. Business and Commercial Use

No viable or audible trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any lot, nor shall any goods, construction equipment, materials or supplies used in connection with any trade service or business be placed outside on any lot at any time excepting the right of any home builder and the DECLARANT to construct residences on any lot and to store construction equipment on said lots in the normal course of construction.

D. Offensive Activities

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done or placed upon any lot which interferes with or jeopardizes any owner's use and enjoyment of his lot which the Replat of Desert Wind Estates, Block 3 and Sunland Heights 1, Block 2.

E. Vehicle Disrepair

No owner shall permit any vehicle which is in a state of disrepair to remain parked outside of an enclosed garage upon any lot or upon the street for a period of in excess of forty-eight hours. A vehicle will be deemed in a state of disrepair when it has not been moved for a period of forty-eight hours and is not operable in its then present condition.

F. Parking

No boats, commercial trucks, trailers, motorhomes, motorcycles, truck campers and like equipment shall be parked on a regular or permanent basis, in front of the residential dwelling on any lot unless they are contained within an attached or detached garage. Outside parking may be permitted to the rear of the residential dwelling provided it is not a detriment to any adjacent lot.

G. Rubbish and Trash

No lot shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal and out of public view. Yard rakings and dirt resulting from landscaping work shall not be dumped into street, open space or any other lots.

H. Temporary Structures

No structure whether mobile home, trailer, basement, tent, shack, garage or other outbuildings, shall be used on any lot at any time as a residence either temporarily or permanently.

3. BUILDING PROVISIONS

A. Completion of Construction

The construction of any building or any lot, including painting and all exterior finish, shall be completed within nine (9) months from the beginning of construction.

B. Driveways

All Driveways must be of asphalt or concrete material extended from the street curb to the garage.

C. Damage Due to Construction Activities

The lot owner will be responsible for any and all damage to streets, curb, ditches, storm drainage or any other damage resulting from dwelling construction activities and also for providing clean-up of the streets if necessary as a result of construction activities and also for providing clean-up of the streets if necessary as a result of construction activities. In the event that the owner does not make such repairs and clean-up within thirty (30) days following the completion of construction activities or

within fifteen (15) days following written notice by the DECLARANT, the DECLARANT reserves the right to proceed with said repairs and clean-up and to collect the cost of doing so from the owner through due process of law not to exclude lien rights.

D. Landscape, Fences and Hedges

All front yard landscaping must be completed within a six (6) month period of time from the date of issuance of occupancy permit. As defined in this section, "fencing" shall mean any barrier or wall other than natural living organic vegetation, including trees and shrubs. All fences shall not exceed 6 feet in height. Fences shall be well constructed and shall not detract from the appearance of the development.

E. Exterior Materials

Roofing materials must be cedar shingle, shake, tile or 20 year composition. Building front siding materials shall be non-plywood type (i.e. T11 siding).

F. Antennas and Service Facilities

No antennas or service facilities are allowed.

G. Maintenance of Structures and Grounds

Each owner shall maintain his lot and residence thereon in a clean and attractive condition, in good repair and in such a fashion as not to create a fire hazard.

Dated this 1<sup>st</sup> day of August, 1996

Recording Number: 533911