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DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

DESERT DOVE

CADNER
COUNTY CLERK/AUDITOR

DIVISION

VOL. 596 PAGE 3162

WEST RICHLAND, BENTON COUNTY WASHINGTON

THIS DECLARATION, made this 29th day of ~~November~~, 1993, by Milo B. Bauder and Donna L. Bauder, hereinafter called "Declarant"

WHEREAS, Declarant is the owner of that certain real property in the City of West Richland, County of Benton, State of Washington, hereinafter referred to as "said property", more particularly described as follows: Desert Dove Division legally described as

the Southeast Quarter of the Southwest Quarter of Section 7,

Township 9 North, Range 28 East W.M.

NOW THEREFORE, the Declarant does hereby declare that all of the said property is and shall be sold, conveyed and occupied upon and subject to conditions, covenants, restrictions, reservations and easements hereinafter set forth, all which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said property. These conditions, covenants, restrictions, reservations and easements constitute covenants to run with the land and shall be binding upon all present and future owners of the property until cancelled or modified as herein provided.

1. All Lots in said tract shall be known and described as residential Lots and no structures shall be erected, altered or placed or permitted to remain on any said Lots, when their use is other than residential.

2. All structures and buildings erected on said Lots must be completed within 6 months from start of construction.

3. Landscaping material must be installed in front yard immediately upon completion of the home; weather permitting. Rear yard landscaping shall be installed within eight months unless area is completely fenced. All landscaping must be maintained properly after its installation, i.e., lawns must be watered and mowed regularly. Beds must be weeded, watered and maintained regularly.

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OFFICIAL RECORDS

Owners of lots covered by the Arboretum easement around the perimeter of the Sub-division agree to plant ten (10) trees on their lot within the easement and to maintain said trees. These trees shall be planted within two years from the date of the lot purchase by the owner.

4. All houses shall have a minimum ground floor area of 1075 square feet of living space and each house shall have at least a 2 car garage built at the time that the house is constructed. If the house contains more than one floor the minimum area of ground floor should not be less than 900 square feet.

5. Parking of recreational vehicles within the front yard setback or in the street, except for the temporary purpose of loading and unloading is prohibited. Recreational vehicles, in this case, shall include travel trailers, motor homes, campers not placed on vehicles, boats, and off-road vehicle trailers.

6. No lot shall be used or maintained as a dumping ground for rubbish. All containers or other equipment for the storage or disposal of waste materials, rubbish, or garbage shall be kept in a clean and sanitary condition.

7. On each of the lots in the subdivisions, all telephone cables, telephone service wire connections to the main telephone system and all power connections to the main power system must be placed underground. No antennas or dishes allowed on roof tops.

8. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon that may become an annoyance or nuisance to the neighborhood, nor shall any lot be used for commercial purposes.

9. No livestock or fowl will be permitted on any said property with the exception of household pets.

10. No fence, wall or hedge shall be placed in the front of a house between the street and the front yard building setback line. Necessary retaining walls may be constructed where the top does not extend more than 2 feet above the higher finished yard grade of said wall.

11. This declaration may be amended if such amendment is approved by the Owners of at least seventy-five percent (75%) of the lots. For as long as Declarant remains the Owner of one (1) or more Lots, this Declaration may not be modified, added to, amended or repeated so as to eliminate, change, or impair any rights, privileges, easements, licenses or exemptions granted therein or herein to Declarant or otherwise adversely affect Declarant without Declarant's prior written consent in each instance.

12. Any amendment shall be effective when it is signed and recorded in the official records of Benton County, Washington.

13. By accepting a conveyance of a Lot(s) in DESERT DOVE DIVISION, each owner thereby appoints the Declarant as the owner's attorney in fact for the limited and sole purpose of voting on behalf of each Owner in favor of amendments to the Declaration in order to comply with the requirements of any lender or of the Federal Housing Administration, the Veterans Administration, the National Mortgage Association, the Government National Mortgage Association, the Federal Home Mortgage Loan Corporation and any department, bureau, board, commission or agency of the United States or the State of Washington which insures, guarantees or provides financing for Lots or houses in this subdivision. Such power of attorney shall be irrevocable for the term equal to the period that Declarant owns one or more of the Lots in the plat. Such power of attorney is coupled with an interest.

14. Invalidation of any one of these covenants by judgement or COURT order shall in no way affect any of the other provisions which shall remain in full force and effect.

15. Enforcement shall be by proceedings at Law or in equity against any person or persons violating or attempting to violate any of these covenants, either to restrain violation or to recover damages.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this 29th day of November, 1993.

By: Milo B. Bauder
Milo B. Bauder

By: Donna L. Bauder
Donna L. Bauder