

6.00

PROTECTIVE COVENANTS
OF
DESERT WIND ESTATES, PHASE I

408577

KNOW ALL MEN BY THESE PRESENTS: B-K-W INVESTMENTS being the owner of the real property described as DESERT WIND ESTATES, PHASE I according to plat thereof recorded in volume of plats, page , do hereby make said real property subject to the following covenants and restrictions, which restrictions and 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 in whole or in part. These protective 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.

The following lots have been filled more than 2 feet; Lots 4 and 5, Block 4, Lot 5, Block 6, Lot 5, Block 7 and Lots 5 and 6 of Block 8. Builders and owners should be aware of these pre-construction conditions and B-K-W Investments does not assume any liability.

Breach: If the parties hereto or any of them or their heirs or assigns shall ever violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any real property situated in said sub-division to prosecute any proceeding at law or in equity against the persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other other dues for such violations.

In validation of any 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.

1. Land Use and Building Types: No lot shall be used except for residential purpose except the portion that is zoned for condominium and commercial use at the time of final plat which will be under the City of Pasco codes; Lots 1 thru 5, Block 6 and all of Block 3. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height, but in any event not more than twenty-five feet in height, and a garage or car port for not less than two cars.

2. Architectural Control: No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence, hedge, or mass planting (other than foundation planting), or wall shall be erected, placed or altered on any lot nearer to any front street or side street than minimum building setback required by the City of Pasco.

The Architectural control committee is composed of:
Gary E. Bosch
Patrick Kennedy
Jack White

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OF OFFICIAL RECORDS
PAGE REQUEST OF
TRANSAMERICA TITLE
MAR 11 1961 6:00 AM

TRANSAMERICA TITLE INSURANCE CO.

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TRANSAMERICA TITLE MAIL TO:
DOROTHY TOWNE AUDITOR
FRANKLIN COUNTY, WASH.
DEPUTY

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Yes And

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A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining member shall have full authority to designate a successor, neither the members of the committee nor its designated representative, shall be entitled to any compensation for services performed pursuant to the covenants. At any time the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore it any of its powers and duties.

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty 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 be required on the related covenants shall be deemed to have been fully complied with.

3. Dwelling Cost, Quality and Size: No building shall be permitted on any lot at a cost of less than \$35,000.00 based on cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of these covenants to assure that all dwellings shall be of quality workmanship and materials substantially by same, or better, than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1200 square feet for a one-story non basement dwelling, 1600 square feet for a split-level dwelling (900 main level and 700 lower level), 1,600 total square feet for a two-story (800 main floor and 800 upper story) excluding basements, 900 square feet of main structure for a dwelling with a full basement. All structures shall have a minimum of a single car garage.

No structure erected elsewhere may be moved intact and placed upon any lots in this entire plat, unless approved by a two-thirds majority of the then property owners, with the exception of Armstrong type homes.

A. Condominiums: No dwelling shall be permitted on any lot at a cost of less than \$30,000.00 exclusive of land, based upon cost levels prevailing at the date of these covenants are recorded, it being the intent and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which prevails the date these covenants are recorded. The floor area shall not be less than 800 square feet. All structures shall have sidewalks along the street side of the lots installed at the time of construction.

B. Roofing: All dwellings shall have wood shakes or clay tile; simulated tile or asphalt shingles with a minimum weight of 235 pounds.

4. Tree Lawns: All the tree lawns shall be maintained by the property owner. Tree lawns shall be put in with sod and trees within 4 weeks after the residence has been occupied, provided it is proper planting time for trees. Sod to be installed as per 4 week period. Three trees shall be planted with a minimum size of 8' - 10' high approximately twenty-five feet apart in the center of said area. All said trees shall not exceed 20' in height. The following types of trees to be planted along the following streets; but prior to planting a tree permit must be obtained from the City of Pasco Park & Recreation Dept. and the tree plantings must be inspected by the City of Pasco:

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Sinsi Drive	-	Sweet Gum
Sirocco Drive	-	Bliedana Plum
Sahara Drive	-	Liquidamer
Baja Drive	-	Bechtel Flowering Crab
Peyote Drive	-	Flowering Chery (Kwanzan)

5. Building Location: No building shall be located on any lot nearer to the front, side, or rear lot lines than is required by the Pasco City Building and Zoning Code.

6. Lot Area and Width: No lot shall be re-subdivided or divided into more than one lot on all residential lots.

7. Time Allowed to Build After Lot Purchase: Grantor conveys these lots for construction of dwellings, it being understood that 2 years from conveyance is considered a reasonable length of time to allow for commencement of construction. Owners of lots shall be expected to keep free of weeds and growths. Seeding of grass or equivalent ground cover shall be completed within one year of commencement of construction.

If the purchaser doesn't build within the time limit, then the grantor shall take lot back at a 20% discount of sold price; plus all cost involved.

8. Maintenance: Each and every structure erected in said Plat shall be maintained at all times in a neat and clean condition in reference to exterior.

9. Nuisances: No noxious or offensive trade, or activity, tavern or club dispensing beer, wine or intoxicating liquor by the drink shall be carried upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

10. Temporary Structures: No trailer, basement, tent, shack, garage, barn, or other outbuildings erected on the lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Only trailers of less than thirty feet may be stored on any lot and only when said trailer is the property of the owner-occupancy of the residence of that lot.

11. Building Location: All setback lines, sidelines and other building restrictions shall be in accordance with the applicable ordinances of Franklin County.

12. Livestock & Poultry: No zoo animals, animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

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13. Signs: No signs of any kind shall be placed or displayed to the public view of any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent. However, signs used by builders or developers to advertise the property during the construction and sales period may not be more than thirty-two feet.

14. Easements: The grantor for themselves and their successors and assigns dedicate easements for public utility purposes, over the public utility easement strips as shown in the recorded plat. Said easements are hereby granted to maintain, construct, reconstruct, and repair sewer line, domestic water and irrigation water lines, telephone lines and lines for the delivery of electric-energy as the same are constructed and installed at the time of the conveyance of each of the lots in said plat.

15. Planting: no non-hybrid elm trees, nor hybrid locust trees, poplar trees, or cottonwood trees shall be planted or permitted to grow in entire plat.

16. Garbage & refuse Disposal: At no time shall garbage, rubbish or noxious materials be placed, stored or allowed to accumulate in an unenclosed container for any period of time. All enclosed garbage, rubbish or noxious materials shall be hauled away and disposed of in a lawful manner not less frequently than once a month.

Omitting restrictions herein, if any, based on race, color, religion or national origin.