

Return to: WestCliffe LLC  
120 Meadow Hills Drive  
Richland, WA 99352

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

DESERT PARADISE

WEST RICHLAND, BENTON COUNTY WASHINGTON

1-0798-200-0002-000-all 1-0798-200-0008-000-ptn  
1-0798-200-0006-000-all 1-0798-200-0009-000-all  
1-0798-200-0007-000-ptn

THIS DECLARATION, made on the date hereinafter set forth by Desert Paradise LLC, hereinafter referred to as "Declarant" or "Developer".

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:

A PORTION OF GOVERNMENT LOT 1, SECTION 7, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., CITY OF WEST RICHLAND, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 7; THENCE ALONG THE NORTH LINE OF SAID GOVERNMENT LOT, NORTH 88°36'44" EAST, A DISTANCE OF 1190.72 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 7; THENCE ALONG THE WEST LINE OF SAID SUBDIVISION SOUTH 01°07'06" EAST. A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTHERLY MARGIN FOR RIGHT OF WAY FOR PARADISE WAY AND THE TRUE POINT OF BEGINNING.  
THENCE CONTINUING ALONG THE WEST LINE OF SAID SUBDIVISION SOUTH 01°07'06" EAST, A DISTANCE OF 1285.71 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 7; THENCE ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 1, SOUTH 88°43'56" WEST, A DISTANCE OF 1208.04 FEET TO THE WEST LINE OF SAID SECTION 7; THENCE ALONG SAID WEST LINE, NORTH 00°21'46" WEST, A DISTANCE OF 656.70 FEET; THENCE NORTH 88°40'05" EAST, A DISTANCE OF 299.95 FEET; THENCE SOUTH 00°33'59" EAST, A DISTANCE OF 260.97 FEET; THENCE NORTH 88°43'56" EAST AND PARALLEL TO THE SOUTH LINE OF SAID GOVERNMENT LOT 1, A

DISTANCE OF 25.04 FEET; THENCE SOUTH 00°51'59" EAST, A DISTANCE OF 110.00 FEET; THENCE NORTH 88°43'56" EAST AND PARALLEL TO THE SOUTH LINE OF SAID GOVERNMENT LOT 1, A DISTANCE OF 578.54 FEET; THENCE NORTH 01°04'06" WEST AND PARALLEL TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 889.09 FEET; THENCE NORTH 88°36'44" EAST AND PARALLEL TO THE NORTH LINE OF SAID GOVERNMENT LOT 1, A DISTANCE OF 6.84 FEET; THENCE NORTH 01°07'06" WEST AND PARALLEL TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 110.00 FEET TO A POINT ON THE SOUTHERLY MARGIN FO R RIGHT OF WAY FOR PARADISE WAY; THENCE ALONG SAID SOUTHERLY MARGIN NORTH 88°36'44" EAST AND PARALLEL TO THE NORTH LINE OF SAID GOVERNMENT LOT 1, A DISTANCE OF 292.00 FEET TO THE TRUE POINT OF BEGINNING.

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. All out buildings shall have prior written approval from developer.
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.
4. All one-level houses shall have a minimum ground floor area of 1500 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 powers system must be placed underground. No antennas or dishes allowed on roof tops. Any antennas installed elsewhere shall only be in an upright position only between sunset and sunrise. During any daylight hours, it shall be retracted to ground level. If such antenna is up during daylight hours and a second written notice from developer or another homeowner, antenna shall be removed by developer or hired by him and any cost associated with such shall be paid by homeowner. Flagpole height shall be limited to 15 feet.
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 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 Declaration 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 Paradise 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.
- 16. Owner Agreement. The lot or home buyer acknowledges by his (her) signature that the covenants have been read and are reasonable and will be complied with, and also acknowledges and understands that the developer may own adjacent land in addition to the land which is subject to the Declaration of Covenants and that all such property is planned for future development of an urban nature including but not limited to single family and multiple family residential. Other development of an urban nature may also occur including but not limited to such uses as churches, parks, schools and retirement homes. Buyer agrees that developer has the full right to develop such land according to developers plans. Buyer agrees not to take any action opposing such development plans.

Buyer: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer: \_\_\_\_\_

Date: \_\_\_\_\_

*Michelle B. Bunker Byrd*  
Desert Paradise LLC, Declarant  
*Byrd, as POA*

Date: *June 4, 2003*

*Donna K. Bunker*  
Desert Paradise LLC, Declarant

Date: *June 4, 2003*

STATE OF WASHINGTON )

COUNTY OF BENTON )

On this 4 day of June, 2003, before me personally appeared Donna L. Bunker to me known to be the individual described in and who executed the foregoing instrument for her self and also as Attorney in fact for Mrs B Bunker and acknowledged that she signed and sealed the same as her free and voluntary act and deed for her self and also as \_\_\_\_\_ free and voluntary act and deed as Attorney in Fact for said principal for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that the said principal is now living and is not incompetent.

Rachael Hannah

Notary Public in and for the State of Washington,  
residing at Leavenworth  
My Commission Expires: 7/9/03

