

PROTECTIVE COVENANTS
OF
HIDDEN VALLEY SUBDIVISIONINDEXED BY CHECKED BY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned do hereby declare the following restrictions and covenants on Hidden Valley Subdivision located in Kennewick, Benton County, Washington; do hereby make the following declaration as to limitations, restrictions and uses to which the lots constituting said subdivision may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land for the periods hereinafter specified, or provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitation upon all future owners in said subdivision, this declaration of restrictions being designed for the purpose of keeping said subdivision desirable, uniform and suitable in architectural design and use as hereinafter specified.

A. These covenants are to run with the land and shall be binding on all persons claiming under them until September 1, 1988, at which time said covenants shall be automatically extended for successive 10 year periods unless by vote of a 60% majority of the then owners of the lots, ownership of one lot entitling the owner thereof to one vote, it is agreed to change said covenants in whole or in part. Any election for change of these covenants or for the appointment of any committee herein provided shall be held at a convenient location in the city of Kennewick upon 10 days notice of said election served by regular mail addressed to the property address and shall be conducted according to the rules adopted at said meeting by those in attendance. A 60% majority vote shall be sufficient to change an item in the covenants or allow a variance.

B. If the parties hereto, or any of their heirs or assign, 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 subdivision, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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

C. No lot shall be used except for residential purposes. 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 in the front, a private garage for not more than three cars, and garden storage or play houses of less than 150 square feet. During the period of construction of homes, construction storage buildings are allowable.

D. The "Architectural Control Committee" is composed of Jack L. Nelson as chairman, 1506 Sunset, Richland, Max S. Burrup, and Milo Stanfield. A majority of the committee may designate a representative to act for it.

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location and elevation of the structure have been approved in writing by the chairman of the architectural control committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

E. No building shall be permitted on any lot at a market value of less than \$40,000 exclusive of land, based on cost levels prevailing on the date these covenants are recorded. The floor areas of the main structures, exclusive of one-story open porches and garages, shall be not less than 1200 square feet for a one-story nonbasement dwelling, 1800 square feet for a split-level dwelling (three levels), 1700 square feet for a two-story or split foyer dwelling (two levels, but excluding basement) and 1000 square feet of main structure for a dwelling with a full basement.

F. Purchasers of any lots or lot must begin construction within one year or by December 31, 1981, whichever is later, and construction shall be completed as to exterior appearance including finished painting and restoration of lot grade within 9 months from the date of commencement of construction. If these requirements are not met, the subdivider has the option of repurchasing the lot or lots at the original price less 10% for sale costs. Seeding of restored lot to grass, plantings or the equivalent shall be completed within 16 months from commencement of construction or ground breaking.

G. No trailer, camper, tent, shack, shed, barn, garage, basement or outbuilding shall at any time be used as a residence for more than three weeks of any calendar year.

H. No offensive trade or activity shall be carried on upon any lot, nor shall anything be done which may be or become an annoyance to the neighborhood, and no inharmonious use shall be permitted. No sign of any kind shall be displayed to the public view on 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, or signs used by a builder or subdivider to advertise the property during the construction and sales period.

I. No animals, livestock, poultry or insects of any kind shall be raised, bred, or kept on any lot except dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for commercial purposes and provided they do not create a nuisance to the neighborhood.

J. Easements for installation and maintenance of utilities, irrigation, and drainage facilities are reserved as shown on the recorded plat.

IN WITNESS WHEREOF THE undersigned have caused these presents to be executed this 22nd day of August, 1978.

Nelson & Gale, Inc.

Signed Jack L. Nelson
Jack L. Nelson, Pres.

Signed Max S. Burrup
Max S. Burrup

STATE OF WASHINGTON

COUNTY OF BENTON

On this 22nd day of August, 1978, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jack L. Nelson and Max S. Burrup to me known to be the President and Secretary, respectively, of Nelson and Gale, Inc., the corporation that executed the foregoing instrument, and acknowledge the instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath they are authorized to execute the said instrument and the seal of said corporation. Witness my hand and official seal hereto affixed the day and year in this certificate above written.

A. H. [Signature]
Notary Public of and for
the State of Washington
residing in Richland