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Franklin Co, WA

DECLARATION OF RESTRICTIONS
ON
HIGHLAND MEADOWS
CITY OF PASCO
FRANKLIN COUNTY, WASHINGTON

F-14195
EN-45346

BENTON-FRANKLIN TITLE 00. 12.00 ①

Highland Meadows Limited Partnership (hereinafter referred to as "declarant"). Acting on this day of November 20, 1998, hereby certifies and declares that the following reservations, conditions, covenants, agreements and restrictions shall be, and are hereby made a part of all conveyances of property within the plat of Highland Meadows Phase 1, according to the plat thereof recorded in Volume D of Plats, page 167, records of Franklin County, Washington. Whether or not such conveyances make reference to this declaration of Restrictions shall be deemed a part of every conveyance of property within the plat of Highland Meadows as fully and to the same effect as if they were expressly set fourth in the same conveyance:

1. Limitation of use to single-family residences. All property in the plat shall be sole for residential purposes, and no structure shall be erected, altered, placed, or permitted to remain on any lot within the plat other than one detached single-family dwelling, a private garage for not more than four cars, and such out-buildings as permitted by the neighborhood committee as hereinafter provided. All structures shall comply with ordinances of the city of Pasco.
2. Utility Easement. An easement is hereby reserved over and across all lands situated within 14 feet of the side and rear lines of each lot in the plat for storm-water drainage, and the installation and maintenance of water, gas, sewer, telephone, electric lines, and other services now or thereafter commonly supplied by utilities. The width of the easement is along some lot lines is fourteen feet, or 14 feet as shown on the plat.
3. Design Approval. No building, fence, hedge, wall, or other structure will be erected, placed, or altered on any property in the plat until the external

- design and location of it has been approved in writing by the neighborhood committee as hereinafter provided. If, however, the declarant or the committee fails to approve or disapprove the design and location within twenty (20) days after plans have been submitted to it for approval, the required approval shall be deemed to have been given. Requests for approval shall be submitted in writing and accompanied by plans or drawings, and shall be submitted prior to commencement of any actual construction. No change or deviation shall be made in the construction of any improvement from the design and location approved by the neighborhood committee, unless the change deviation is submitted for additional approval by the neighborhood committee.
4. On street-overnight parking of vehicles is PROHIBITED.
 5. Criteria for buildings and improvements. All buildings and improvements on any property within the plat shall conform to the following criteria and requirements:
 - A. No dwelling shall be permitted if it is ground floor area, exclusive of porches and garages is less than one thousand square feet.
 - B. Garages shall conform generally in architectural design, exterior materials and finish to the dwelling to which they are appurtenant.
 - C. Trailers, campers, pick-up coaches, tents, or boats must be stored completely within a fully screened structure. Cyclone fencing is not permitted.
 - D. All roofing materials shall be specified within the design plans submitted for approval to the neighborhood committee.
 - E. No outdoor overhead wire or service drop for the distribution for electric power, or for telecommunication purposes, poles, towers, or other structures supporting outdoor overhead wires, shall be erected, placed or maintained.
 - F. All manufactured homes are required to be double wide.
 - G. All homes are required to have a two car garage.
 - H. All homes are required to install sod and sprinkler systems.
 6. Offensive uses prohibited. No property within the plat shall be used for any noxious or offensive trade or activity nor in any manner constituting an annoyance or nuisance to the neighborhood.
 7. Temporary Dwellings. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected within the plat shall at any time be used as a residence temporarily or permanently, nor shall any house be occupied until all of the main floor and exterior thereof is complete.
 8. Advertising Signs. No advertising signs except "for sale" and "for rent" signs not exceeding 18 x 24 in. Relating to the property being advertised for sale or rent shall be erected on any property within the plat.
 9. Failure to complete construction. There shall be no continuous cessation of substantial construction work on particularly completed buildings or other structures for more than (30) days. The neighborhood committee after proper notice and opportunity for hearing, may impose a penalty for



- violation of this section of \$25.00 each day of continuing violation, any such penalty funds are to be used for enforcing the terms of this Declaration of restrictions. The penalty authorization in this section shall not limit the availability of any other relief provided by law for the violation.
10. Maintenance. No brush, construction debris, weeds, rubbish, or garbage or dumps shall be permitted on property within the plat. Boundary fences, walls, or hedges, must be kept in good condition and repair. Lawns must be cut sufficiently, so that they do not become an eyesore and detrimental to the value of the other property.
 11. Animals. No animals except common family pets may be kept upon any property within the plat. Common family pets may not be kept upon any property if they create disturbances or become a nuisance to the neighborhood.
 12. Neighborhood committee. A neighborhood committee with the powers and authority described in section 16 of this document of restrictions is hereby created. The committee shall have 5 members. The declarant shall appoint the members of the committee until one hundred percent of the lots within the plat have been sold by the Declarant. After which the members of the committee shall be elected by the owners of the lots within the plat. A contract purchaser shall be deemed an owner for purposes of this section. The owner or owners of each lot within the plat, as shown in the deed records of Franklin county, Washington, shall be entitled to cast one vote for the election of each member of the committee, and shall serve a two year term. And until their successors are qualified.
 13. Powers of the Neighborhood Committee. The neighborhood committee has the following powers and authority, but the delegation to or exercise of any such powers by the committee shall not be deemed to prevent the owner of property within the plat from enforcing any term of this Declaration of Restrictions by any means provided by law:
First: To approve or disapprove the design or location of all buildings and improvements situated on property within the plat, giving due regard to any existing topography and purposed finished ground elevations.
Second: To perform such other duties for the benefit of several owners of lots in the plat as may be authorized from time to time by vote of the said lot owners.
Third: To adopt regulations governing the performance of its duties. As set fourth herein. Such regulations may govern the calling and holding of meetings and all other procedural matters relating to the business of the committee and or its relations with the owners of the tract.
Fourth: The committee shall require plans and specifications for any purposed building or buildings coming under its jurisdiction, together with lot plans showing the location of said building or buildings and any other pertinent data necessary to its determination. Requests for approval shall either be written or printed and shall be accompanied by the necessary data.



Fifth: Where the neighborhood finds that extraordinary hardship may result from strict compliance's with these restrictions, it may vary the restrictions so that substantial justice may be done and the interest and the interest of the neighborhood is secured; provided that no such variations shall be contrary to the requirements of the zoning ordinances of the city of Pasco.

Sixth: To enforce all terms and provisions of this Declaration of Restrictions by any method herein provided or in any manner provided by law, and to exercise all other powers and authority granted by any section of this Declaration of Restrictions.

- 14. Enforcement. The terms and provisions of this declaration of Restrictions may be enforced by the Declarant, the neighborhood committee, or by any owner of property within the plat. Any expense incurred by the Declarant or neighborhood committee in enforcing the provisions of this Declaration of Restrictions may be recovered against the party found to be in violation.
- 15. Conflict. In case of any conflict between any term of provision of this Declaration of Restrictions and any other term of provision of any applicable statute of the state of Washington or ordinance of the county of Franklin, City of Pasco, or any other governmental body having jurisdiction, then the terms of the statute, ordinance or regulation of the state of Washington or any such government body shall prevail.

Read, Approved and Agreed to:

José L. Gomez 2-9-99
Buyer Lot 1, Block 1 Date

Pedro Gomez _____
Buyer Date

Michael R. Donahue 1/18/99
Michael R. Donahue Date
General Partner

John W. Baustert 2/4/99
John W. Baustert Date
General Partner



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I hereby certify that the above information is correct and that all workers I employed on this Public Works Project were paid no less than the Prevailing Wage Rate(s) as determined by the Industrial Statistician of the Department of Labor and Industries. I understand that contractors who violate Prevailing Wage Laws, i.e., incorrect classification/scope of work of workers, improper payment of prevailing wages, etc., are subject to fines and/or debarment and will be required to pay any back wages due to workers. RCW 39.12.050

10 NOTARY: ~~Computer print copies and notations each.~~

Subscribed and sworn to before me this date:	My commission expires on
Feb. 6, 1999	8-10-2002
Notary Public in and for the State	
of Washington	
Signature Jill Erin Rogers	

