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VEHNER MILLER, AUDITOR
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DECLARATION
OF PROTECTIVE COVENANTS FOR
HIGHLAND DEVELOPEMENT

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THIS DECLARATION IS SET FORTH BY HIGHLAND DEVELOPEMENT,
a partnership, AND HEREIN REFERRED TO AS "DECLARANT".

WHEREAS, DECLARANT IS THE OWNER of certain property in the
County of Benton, State of Washington, platted as Barker's
First Addition.

NOW THEREFORE, Declarant declares that all of Barker's
First Addition shall be held, sold and conveyed subject to
the following easements, restrictions, covenants and conditions,
which are for the purposes of protecting the value and desirability
of, and which shall run with, the real property and be binding
on all parties having any right, title, or interest in the
Properties of any part thereof, their heirs, successors and
assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

LAND USE

No Lot shall be used for any purpose other than for single
residential uses. No part of the Real Property shall be used
to conduct any commercial or business activity. Nothing herein
shall preclude casual business activities for charitable or
civic purposes.

No tent, trailer or other temporary device shall be used,
maintained or permitted on a Lot for living quarters for a
period of more than 60 days. No temporary structure shall
be permitted on a Lot except as may be reasonably required
incident to the construction of permanent improvements to a
Lot.

The work of constructing any improvements on a Lot shall be prosecuted with reasonable diligence so that the exterior of the improvement shall appear to be completed within six months after the work was commenced. No building shall be permitted on the real property for a period of more than six months unless the exterior surfaces thereof shall be finished with materials, such as siding and roofing, in a manner commonly acceptable for residential buildings the construction of which has been completed.

Each Lot shall be maintained in a clean, neat and sanitary condition and shall be kept free of litter, junk, equipment, building materials and debris; except that the reasonable keeping of building materials and equipment shall be permitted on a Lot during the construction of the improvements thereon for a reasonable time. All refuse shall be kept in suitable containers concealed from public view, which containers shall be regularly emptied and maintained.

No noxious or offensive activity or thing shall be permitted on the Real Property that may be or become a nuisance or unreasonably interfere with the use or enjoyment of any part of the Real Property.

No sign or advertising device shall be permitted on the Real Property except that a reasonable sign advertising an improved Lot for sale or rent or disclosing the name of the owner or the address of the Lot may be maintained on the Lot. Developer reserves the right to place advertising signs on the Real Property incident to the sales thereof.

IN DEROGATION OF THE LAW. No Owner shall carry on any activity of any nature whatsoever on his property that is in derogation or in violation of the laws and statutes of the State of Washington, and Benton County or other applicable governmental bodies.

PETS. Owners shall observe and obey all laws applicable to the residents of Benton County pertaining to care, control and husbandry of pets and other animals permitted in accordance with these covenants.

AUTOMOBILE REPAIR AND MAINTENANCE. There shall be no major overhaul or major repair work performed on automobiles or other vehicles that shall require an excess of thirty (30) day or more to complete.

ANIMALS. No more than two animals of any species shall be permitted or maintained on each lot at any time, however, the total number of animals per lot shall not exceed four (4).

Birds, rabbits and other similar small livestock and cats and dogs, as household pets not exceeding a total of twenty-five (25) in number, shall be permitted. There shall be no chickens, ducks, geese, swine or goats.

Any accessory building built for the purpose of housing such livestock shall be located not less than fifty (50) feet from any place of human inhabitation other than the owner's. All stables or livestock buildings and corrals and other impounding structures shall be kept in a sanitary and sightly manner. Every effort shall be made by each lot owner to prohibit the accumulation of animal wastes that could create noxious odors. All animals shall be kept within the boundaries of the owner's ownership, except that horses may be removed to other lands for riding purposes.

ARTICLE II ARCHITECTURAL CONTROL

DWELLING QUALITY AND SIZE. The intention and purpose of the covenant is to assure that all dwellings shall be of quality workmanship and materials. The ground floor area of the main

structure, exclusive of one-story open porches and garages, shall not be less than 1,100 square feet for a one-story dwelling nor less than 800 square feet for a dwelling of more than one-story.

Mobile Homes are strictly prohibited at Barker's First Addition
BUILDING LOCATION AND SETBACKS. All setbacks must meet the requirements of Benton County or other applicable governing municipalities.

SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between three and ten feet above the roadways shall be placed or permitted to remain on any corner lot with the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sightline limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or ally pavement. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

There shall be no trees over thirty (30) feet in height.

ARTICLE III

FENCING

The only type of fence to be allowed around the perimeter of any lot will be chain link or pole construction. However, solid type fence will be allowed for private areas.

ARTICLE IV

EASEMENTS

General utility easements are to be observed as indicated on the face of the plat.

ARTICLE V
GENERAL PROVISIONS

AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of five (5) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of five (5) years. This Declaration may be amended during the first ten (10) year period by an instrument signed by not less than ninety (90%) percent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. Any amendment must be recorded.

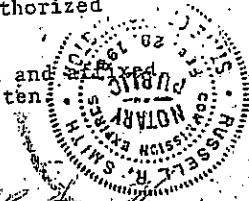
DECLARANT
BARKER'S FIRST ADDITION

W.R. Smith - Partner
Frederick Ray Barker - Partner

STATE OF WASHINGTON)
COUNTY OF BENTON) ss.

On this 4th day of MARCH, 1980, before me personally appeared W.R. SMITH & FREDERICK RAY BARKER (PARTNERS) to me known to be the ~~President~~ of Highland Development, a partnership that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mention, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and my official seal the day and year first above written.



Russell R. Smith
Notary Public in and for the State
of Washington residing, BENDON CITY.

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AMENDMENT OF
DECLARATION OF PROTECTIVE COVENANTS FOR
HIGHLAND DEVELOPMENT

THIS AMENDMENT is entered into this 24 day of November, 1987, by the property owners of Barker's First Addition, located in Benton County, State of Washington, hereinafter called "Lot Owners."

W I T N E S S E T H:

WHEREAS, Declaration of Protective Covenants for Highland Development which includes all property in Barker's First Addition has previously been filed with the Benton County Auditor on the 4th day of March, 1980, Auditor's File No. 815020; and

WHEREAS, said Declaration of Protective Covenants provides that said Declaration may be amended during the first ten (10) year period after recording by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and that any amendment must be recorded with the county auditor; and

WHEREAS, there is located within Barker's First Addition twenty-one lots, of which ninety percent (90%) have executed this Amendment of Declaration of Protective Covenants for Highland Development signifying their approval for said Amendment; NOW, THEREFORE:

IT IS HEREBY DECLARED that the Protective Covenants of Highland Development are hereby amended as follows:

1. ARTICLE I - LAND USE: Paragraph 1 of said section shall be amended to read as follows:

X "Said subdivision shall be promoted for single residential use; HOWEVER, commercial agricultural/ orchard business or activity shall not be expressly prohibited. Nothing herein shall

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preclude other casual business activities for charitable or civic purposes."

The Lot Owners of Barker's First Addition hereby approve said changes in the Declaration of Protective Covenants for Highland Development as filed with the Benton County Auditor and so signify by their signature affixed hereto opposite the lot designations listed below. Said Lot Owners further authorize recording of this Amendment of Declaration of Protective Covenants for Highland Development with the Benton County Auditor upon obtaining the required percentage of signatures.

IN WITNESS WHEREOF, said Lot Owners have hereto affixed their signature the day and year indicated below.

<u>Description of Property</u>	<u>Signature of Property Owner</u>
Lot 1	Michael A. Smith
Date: _____	Cathy V. Smith
Lots 2, 3, 4, 5, 6, 8, 10, 11, 16 and 18, 19	W. R. SMITH FAMILY, INC.
Date: _____	BY: _____ W. R. Smith, President
Lot 7	Jack E. Young
Date: _____	Ima Jean Young
Lot 9	Nicholas R. Vespier
Date: _____	LaVerna M. Vespier

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Lot 12 Leonard A. Burruss

Date: _____ Ann Burruss

Lot 13 Roger C. Brown

Date: _____ Mary L. Brown

Lot 14

Date: _____ Michael E. Tenvorren

Lot 15 METROPOLITAN MORTGAGE & SECURITIES CO., INC.

Date: _____ By: _____

Lot 17 Jim D. Adrain

Date: _____ Marlis A. Adrain

Lot 20 MILES HOME DIVISION OF INSILCO CORP

Date: DECEMBER 4, 1987 X By: C.W. Blome
C.W. BLOME

Lot 21 Gary Dale Rucker

Date: _____ Nancy Joan Romero

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