

FILED FOR RECORD AT REQUEST OF:
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WHEN RECORDED RETURN TO:
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**DECLARATION OF PROTECTIVE COVENANTS
PLAT OF HIGHLAND HEIGHTS**

13-8-29

THIS DECLARATION OF PROTECTIVE COVENANTS is made and effective on this 27th day of June, 2000, by Conner, Maxfield, LLC, a Washington Limited Liability Company, doing business as Highland Heights, as owners of real property designated as Highland Heights Subdivision, particularly described below, to run with and effect the use and development.

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WHEREAS, it is declared that all of the properties as described below shall be held, sold, conveyed, and developed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing the value and attractiveness of the real property and benefitting its residents;

NOW, THEREFORE, Highland Heights Subdivision shall be subject to the following protective covenants:

**SECTION I
DEFINITIONS**

A. Owner. The term "Owner" shall mean and refer to the undersigned owner and declarant of these protective covenants and any successor and interest therefrom, and any record owner, whether one or more persons or entities, of a fee simple title to any lot or portion of said plat, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

B. Developer. The term "Developer" shall mean Conner, Maxwell, LLC, or doing business as Highland Heights, or its designated contractor.

**SECTION II
REAL PROPERTY**

The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to the declaration is located in the City of Kennewick, County of Benton,

State of Washington, and legally described as the Plat of Highland Heights, recorded in Volume _____ of Plats, Page _____, records of Benton County, Washington.

**SECTION III
BUILDING AND DESIGN COMMITTEE**

A. Creation of Building and Design Committee. There shall be created a Building and Design Committee which shall be responsible for reviewing the plans for all proposed new construction, additions, or modifications. Such committee shall be responsible to ascertain that the plans and subsequent construction meet the minimum building requirements set forth in this declaration. The primary purpose of such committee shall be to assist property owners in achieving compliance with such building restrictions. Such committee shall allow the greatest possible latitude and flexibility in the design of homes to be built on the lots within the Highland Heights subdivision, and shall not discourage new or innovative design concepts or ideas.

B. Composition of Building and Design Committee. The Building and Design Committee shall consist of three (3) property owners within Highland Heights. Membership on said committee shall be determined annually at a meeting of property owners in Highland Heights. The initial meeting shall be called by the Developer. Thereafter, the President of the Committee shall give written notice of the annual meeting of property owners at which the committee will be selected by majority vote of those property owners present.

C. Submission of Plans. Any property owner seeking to construct a new home or other appurtenant structure, or to add to or modify any portion of the exterior of an existing home or structure, shall submit the plans to the Building and Design Committee for review. A modification of the home exterior will include decks, hot tubs, patios, pools, and similar alterations. Construction of new structures includes equipment and material housing, dog runs, gazebos, arbors associated with the landscaping, and other similar construction.

D. Approval of Plans. No construction, change, modification, or alteration for which plans are to be submitted to the Building and Design Committee pursuant to Paragraph C, immediately above, shall commence until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Building and Design Committee. Approval will be based upon factors set forth in Section IV below. In the event the Building and Design Committee fails to approve or disapprove such plans within sixty (60) days after such plans and specifications have been submitted, approval will not be required and full compliance with this section of the declaration will be deemed to have occurred.

E. Liability of Committee and Homeowner for Compliance. In spite of the forgoing provisions, the Building and Design Committee shall have no affirmative obligation to be certain that all elements of the design comply with the restrictions contained in this declaration, and no member of the Building and Design Committee shall have any liability, responsibility, or obligation, whatsoever, for any decision or lack thereof, in the carrying out of duties as a member of such committee. Such committee and its members shall have only an advisory functions, and the sole responsibility for compliance with all of the terms of this declaration shall rest with the homeowner. Each homeowner agrees to save, defend, and hold harmless the Building and Design Committee and each of its members on account of any activities of the Building and Design

Committee relating to such owner's property or buildings to be constructed on his or her property.

SECTION IV BUILDING AND USE RESTRICTIONS

A. Building Restrictions. No building, except a single-family residential building together with such other accessory buildings as may be permitted by local land use or ordinances shall be permitted. Such accessory buildings shall not be used for, or in connection with, multi-family living, and each building site shall be used for no more than one family.

B. Building Site. Each residential lot as shown on the face of the plat or any modifications or adjustments thereof, shall be considered a separate building site. More than one lot may be used for a single family residential structure.

C. Dwelling Site Restriction. Any two story home constructed on a lot shall have a minimum on the ground floor of 1,000 square feet, exclusive of porches, decks and garages. All single story homes shall be at least 1,200 square feet. All home shall have a minimum of a two car garage attached.

D. Residence Restrictions. No trailer, tent, shack, garage, barn, motor home, or other outbuildings or temporary structure shall at any time be used as a residence, temporarily or permanently, or any building site.

E. Substantial Completion of Construction. Any construction commenced on any house as provided in this declaration shall be substantially completed, including, but not limited to, all painting, within nine (9) months from the date such construction is commenced, unless good cause for an extension of this time period is shown by the homeowner.

F. Sign Restrictions. No sign of any kind shall be displayed to public view on any building site, except for a sign, limited to one, advertising the property for sale, which sign shall not be larger than sixteen (16) square feet.

G. Water Run-off and Control Restrictions. All lot owners shall provide and maintain proper facilities to control onsite disposal of storm water run-off and to prevent storm water run-off from encroaching by the adjacent properties and to ensure that sediments do not enter the natural drainage system.

H. Compliance with Applicable Building Codes. All buildings and improvements shall be constructed in compliance with the pertinent zoning and building codes for the City of Kennewick, County of Benton, and any and all other governmental entities that have jurisdiction thereof at the time of undertaking such building and improvements. No dwelling house, garage, or their accessory building or part thereof (exclusive of fences and similar structures) shall be placed nearer to the front lot line or nearer to the side lot line or to the rear lot line than the minimum building setback lines, if any, imposed by the City of Kennewick, or as shown on the recorded plat of the subdivision, whichever is more restrictive.

I. Roofing Material. All roofing material shall be composition twenty five (25) year or heavier rating. Roofing materials shall be of an earthtone hue. Any exceptions must be approved by the Building and Design Committee.

J. Roof Design. Flat roofs are prohibited. Minimum pitch shall be 4 - 12.

K. Exterior Siding. All siding area not covered with brick, stucco or stone shall be covered by horizontal lap siding. No vertical siding shall be allowed on exterior wall construction.

L. Wire and Utility Height Restrictions. All lines or wires for telephone, power, cable television, or otherwise shall be placed underground and no such wires shall show on the exterior of any building unless the same shall be underground or in a conduit attached to a building. No television or radio antenna or aerial shall be installed that has height in excess of twenty (20) feet above ground. For this purpose, the ground level shall be determined by using the same ground level as is used for determining the maximum height restriction for houses to be constructed on the property under the then-prevailing zoning and building restrictions. Such ground level shall apply whether or not the antenna or aerial is located above the roof line of the residence.

M. Exposed Mechanical Equipment. Heat pumps, propane tanks, solar devices, chimney flues, hot tub pumps, swimming pool pumps and filtration systems, satellite dishes, and similarly exposed mechanical equipment, shall be aesthetically concealed from view on all sides and shall be shielded in such a manner as to minimize noise and safety concerns.

N. Driveways and Parking Strips. All driveways and parking bays shall be constructed of concrete, concrete aggregate, or asphalt unless written approval for the use of some other material is given by the Building and Design Committee.

O. Restrictions on Construction of Fences and Required Fences. No fences shall be constructed except after approval and review by the Building and Design Committee. Fences shall be constructed of either cedar (or similar appearing natural wood) or chain link, which may include visually obscuring slats of a color and material approved by the Building and Design Committee. All fences shall be constructed so as to not constitute a nuisance or offensive to a person of reasonable sensitivity.

REQUIRED FENCING. FENCING SHALL BE REQUIRED TO BE CONSTRUCTED AND MAINTAINED ON OR ADJACENT TO THE REAL LOT LINE ON LOTS IMMEDIATELY ADJACENT TO SOUTH OLYMPIA STREET AND SOUTH HIGHLAND DRIVE, CONSTITUTING LOTS 1 THROUGH 13 OF BLOCK 1 HIGHLAND HEIGHTS, AND LOT 12 BLOCK 3 OF HIGHLAND HEIGHTS. THIS REQUIRED FENCING SHALL BE SIX (6) FOOT IN HEIGHT AND CONSTRUCTED OF CEDAR LUMBER MATCHING IN SIZE, STYLE AND COLOR FENCING CONSTRUCTED ON NEWPORT STREET, AND MUST BE INSTALLED BY A LICENSED AND BONDED FENCING CONTRACTOR OR AS APPROVED BY THE DEVELOPER. CEDAR SLATTING AND REQUIRED FENCE SHALL FACE THE STREET NEARBY OBSCURING FENCE POSTS AND STRINGERS FROM VIEW FROM THE STREET.

P. Nuisance and Use Restrictions. No noxious, illegal, or offensive use of property shall be permitted on any lot, nor shall anything be done thereon that may be, or become, an annoyance or nuisance to the neighborhood. No grantee or grantees, under any conveyance, nor purchasers, shall at any time conduct or permit to be conducted on any residential lot any trade or business of any description, either commercial or noncommercial, religious or otherwise, including day schools, nurseries, or church schools, nor shall such premises be used for any other purpose whatsoever except for the purpose of providing a private, single-family dwelling or residence.

Q. Refuse and Maintenance Agreement. No trash, garbage, ashes, or other refuse, junk, vehicles in disrepair, underbrush, or other unsightly growths or objects, shall be maintained or allowed on any lot. Trash, garbage and other waste shall be kept in covered sanitary containers. All incinerators, trash containers or other equipment for the storage or disposal of such material, shall be kept in a clean and sanitary condition in a location so as not to be visible from the street or neighboring property, except as required for collected. All fences and buildings shall be kept in a state of repair. All residences, garages, and accessory buildings shall be painted or stained, from time to time, so as to maintain a reasonable state of repair.

R. Mailbox/Postal Box Design and Maintenance Restrictions. All mailboxes and mailbox holders shall be of a standard design accepted by the Building and Design Committee and adhering to the applicable specification of the United States Postal Service. All mailboxes shall be located as directed by the United States Postal Service. Each lot owner shall be responsible for the maintenance and replacement of his or her mailbox so as to keep it in a state of repair at all times.

S. Livestock Restrictions. No animals, livestock, or poultry shall be raised, bred, or kept on any lot of the subdivision for commercial purposes.

T. Yard. All homes sites shall have front and side yard landscaping to the back of the home. This is to be done within sixty (60) days after completion of the home except as may be excused due to weather by the Building and Design Committee. Prior to the construction of any residence, the lot shall be mowed and cleaned to avoid the accumulation of weeds and debris. Following the construction of a residence, the landscaping shall be maintained in a neat and regularly maintained condition, including watering, fertilizing, removal of weeds, trimming, mowing and the control of vegetation.

U. Outbuildings. Outbuildings are acceptable. No building shall be longer than 1,200 square feet. All buildings must be permanent and shall be built on concrete or asphalt slab or with concrete footings and foundations. The roof shall be no less than a 3/12 pitch with a maximum peak height of 20'. The color must coordinate with existing home. Compliance with applicable City of Kennewick setback restrictions shall be maintained.

SECTION V MISCELLANEOUS AND GENERAL PROVISIONS

A. Creation of Homeowners Associations. Upon written approval of ninety percent (90%) of all of the lot owners, the owners may form a Homeowners Association pursuant to Chapter 64.38 RCW.

B. Modification of Protective Covenants. These protective covenants may be modified, amended or repealed by the written and notarized approval of ninety percent (90%) of all of the lot owners.

C. Severability Clause. The owners, and any homeowners association created, shall at all times, observe all of the rules, regulations, ordinances and requirements of the City of Kennewick, Benton County, Washington, and the United States of America effecting the use and development of the lots subject to this agreement. If such governmental regulations are in conflict with these covenants, the stricter of the two shall apply. Each and every covenant, restriction and reservation contained herein shall be considered an independent and separate covenant and agreement, and in the event any one or more of such covenants, restrictions or reservations shall for any reason be held to be

invalid or enforceable by a Court of competent jurisdiction, all of the remaining covenants, restrictions and reservations not in consistent therewith, shall be remain in full force and affect.

D. Term. This declaration shall be perpetual and be binding upon all parties and persons claiming thereunder for a period of fifty (50) years from the date of recording thereof, unless earlier terminated as provided above. This declaration may be renewed for successive periods of ten (10) years by a majority of the owners.

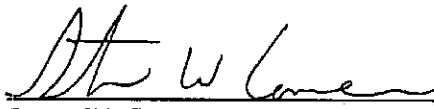
E. Covenants, Conditions and Restrictions Run with the Land. All of the provisions of this declaration shall be deemed to be covenants running with the land, and shall be binding on the inure to the benefit of the owners of the properties, their heirs, successors, and assigns, and all parties claiming by, through , or under them shall be taken to hold, agree, and covenant with such owners, their successors in title, and with each other, to confirm to and observe all of the terms and conditions contained in this declaration.

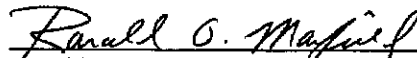
F. Enforcement of Terms of Declaration. Any lot owner, or created homeowners association, may maintain any legal proceedings to enjoin the violation of or to compel or enforce any of the terms and conditions of this declaration. Should such an action be commenced, venue shall be placed in Benton County, Washington, the laws of the State of Washington shall apply, and the prevailing party shall be entitled to its reasonable attorney's fees and costs.

IN WITNESS WHEREOF, this declaration is signed and executed at Kennewick, Washington, on the day first indicated above, and are authorized to sign the same.

OWNER/DECLARANT:

Conner, Maxfield, LLC, a Washington Limited Liability Company,
d/b/a Highland Heights


Steven W. Conner


Ronald O. Maxfield



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Benton County

STATE OF WASHINGTON)
)
) : ss.
)
County of Benton)

On this 27th day of JUNE, 2000, before me personally appeared STEVEN W. CONNER, known to be a member of CONNER, MAXFIELD, LLC, a Washington Limited Liability Company, to be the individual who executed the foregoing instrument and acknowledged he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year first written above.



Susan H Washam
NOTARY PUBLIC in and for the State of Washington
Residing at: Benton County
My Commission Expires: 05-19-01

STATE OF WASHINGTON)
)
) : ss.
)
County of Benton)

On this 27th day of JUNE, 2000, before me personally appeared RONALD O. MAXFIELD, known to be a member of CONNER, MAXFIELD, LLC, a Washington Limited Liability Company, to be the individual who executed the foregoing instrument and acknowledged he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year first written above.



Susan H Washam
NOTARY PUBLIC in and for the State of Washington
Residing at: Benton County
My Commission Expires: 05-19-01