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WITNESSES

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(HILLS WEST)

DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

2 V
ENCLOSURE

THIS DECLARATION, made on the date hereinafter set forth by BAUDER-BLANKENSHIP, a partnership, hereinafter referred to as "Declarant" or "Developer",

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the County of Benton, State of Washington, which is more particularly described below; and

WHEREAS, Declarant will convey the said properties, subject to certain protective covenants, conditions, restrictions, reservations, easements, rights of access, lines and charges as hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that all of the properties described below shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements, covenants, restrictions, and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS:

Section 1. "Association" shall mean and refer to HILLS WEST HOME OWNERS ASSOCIATION, its successors and assigns.

Section 2. "Properties" shall mean and refer to that

1 certain real property hereinbefore described, and such addi-
2 tions thereto as may hereafter be brought within the juris-
3 diction of the Association.

4 Section 3. "Common Area" shall mean all real property
5 owned by the Association for the common use and enjoyment of
6 the members of the Association.

7 Section 4. "Lot" shall mean and refer to any plot of
8 land shown upon any recorded subdivision map of the properties
9 with the exception of the Common Area.

10 Section 5. "Unit" shall mean and refer to any individual
11 multi-unit dwelling shown upon any recorded subdivision map
12 of the properties with the exception of the Common Area.

13 Section 6. "Member" shall mean and refer to every
14 person or entity who holds membership in the Association.

15 Section 7. "Owner" shall mean and refer to the record
16 owner, whether one or more persons or entities, of a fee
17 simple title to any lot which is a part of the Properties,
18 including contract sellers, but excluding those having such
19 interest merely as security for the performance of an obligation.

20 Section 8. "Declarant" shall mean and refer to BAUDER-
21 BLANKENSHIP, a partnership, its successors and assigns if such
22 successors or assigns should acquire more than one undeveloped
23 Lot from the Declarant for the purpose of development.

ARTICLE II

24 The real property which is, and shall be, held, trans-
25 ferred, sold, conveyed, and accepted subject to this declaration
26 is located in the Benton County, Washington and is described
27 as follows:

28 That portion of the Northeast Quarter of the
29 Northeast Quarter of Section 26, Township 3
30 North, Range 23 E.W.M. lying South of the
31 centerline of Benton County PUD No. 1 powerline
32 easement.

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ARTICLE III

ANNEXATION OF ADDITIONAL PROPERTIES:

Section 1. Annexation of additional properties other than properties within the general plan of development provided for in Section 2 hereof, shall require the assent of two-thirds (2/3) of the members of the Association, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. At this meeting the presence of members or of proxies entitled to cast sixty (60) per cent of the votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth above and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event the two-thirds (2/3) of the members are not present in person or by proxy, members not present may give their written consent to the action taken thereat. During the developmental period, annexation of additional properties under this Section 1 shall also require the prior written approval of the Developer.

Section 2. If within fifteen (15) years of the date of recording of this declaration, Developer should develop additional lands within the area described in Exhibit "A" attached hereto, such additional lands may be annexed to the existing property without the assent of the members of the Association.

ARTICLE IV

MEMBERSHIP IN THE ASSOCIATION:

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Every person or entity who is the contract purchaser or record owner of a fee interest in any lot or lots which are subject by covenants of record to assessment by the Developer or the Association, shall be a member of the Association: Provided, however, that if any lot is held jointly by two or more persons, the several owners of such interest shall designate one of their number as the "member." The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of or a contract purchaser's interest in any lot which is subject to assessment by the Developer or the Association except that the incorporators shall be eligible for membership without regard to ownership of an interest in the properties. Incorporators who are not owners or contract purchasers of any lot subject to assessment shall cease to be members of the Association at the expiration of two years from the date of incorporation of the Association. Upon transfer of the fee interest to, or upon the execution and delivery of a real estate contract for the sale of (or of an assignment of a contract purchaser's interest in) any lot, the membership and certificate of membership in the Association shall ipso facto be deemed to be transferred to the grantee, contract purchaser or new contract purchaser, as the case may be. Ownership of, or a contract purchaser's interest in, any such lot or lots shall be the sole qualification for membership.

It is understood that the Association is not yet formed, and will not be formed, until the Declarant deems it necessary to do so in order for the Association to

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1 administer the Common Areas which the Declarant will later
2 deed to the Association.

3 ARTICLE V

4 VOTING RIGHTS IN THE ASSOCIATION

5 The Association shall have two classes of voting
6 membership:

7 Class A. Class A members shall be all those Owners
8 as defined in Article I with the exception of the Developer.
9 Class A members shall be entitled to one vote for each Lot
10 or Unit in which they hold the interest required for membership
11 by Article IV. When more than one person holds such interest
12 in any Lot or Unit, all such persons shall be members. The
13 vote for such Lot shall be exercised as they among themselves
14 determine, but in no event shall more than one vote be cast
15 with respect to any Lot or Unit.

16 Class B. The Class B member(s) shall be the Developer.
17 The Class B member(s) shall be entitled to three (3) votes for
18 each Lot in which it holds the interest required for membership
19 by Article IV, provided that the Class B membership shall cease
20 and be converted to Class A membership on the happening of
21 either of the following events, whichever occurs earlier:
22 (a) When the total votes outstanding in the Class A membership
23 equal the total votes outstanding in the Class B membership,
24 or (b) on July 1, 1994.

25 ARTICLE VI

26 PROPERTY RIGHTS IN THE COMMON PROPERTIES:

27 Section 1. Members Easements of Enjoyment: Every
28 member shall have a right and easement of enjoyment in and to
29 the common properties and such easement shall be appurtenant to
30 and shall pass with the title to, or contract purchaser's
31 interest in every assessed lot, subject to the following
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1 provisions:

2 (a) The right of the Association to limit the number of
3 guests of members;

4 (b) The right of the Association to charge reasonable
5 admission and other fees for the use of any recreational
6 facility situated upon the common property;

7 (c) The rights of the Association to take such steps as
8 are reasonably necessary to protect any such mortgaged property
9 against foreclosure, including, but not limited to, the right
10 to charge admission and other fees as a condition to continued
11 enjoyment by the members and, if necessary, to open the enjoy-
12 ment of such properties to the public; and

13 (d) The right of the Association to suspend the voting
14 rights and right to use of the recreational facilities by a
15 member for any period during which any assessment against his
16 lot remains unpaid and for a period not to exceed thirty (30)
17 days for any infraction of the Association's published rules
18 and regulations. During the developmental period the Association
19 shall be required to exercise its right to suspend the voting
20 rights, of, and the right to the use of the recreational
21 facilities by a member for non-payment of an assessment, upon
22 the request of the Developer;

23 (a) The rights of the Association, to dedicate or
24 transfer all or any part of the common properties to any
25 governmental unit or public agency or authority or public
26 utility for such purposes and subject to such conditions as
27 may be agreed to by the members. No such dedication or transfer
28 shall be effective unless an instrument signed by two-thirds
29 (2/3) of the members entitled to vote has been recorded, agree-
30 ing to such dedication or transfer, and unless written notice
31 of the proposed action is sent to every member not less than
32 thirty (30) days nor more than sixty (60) days in advance; and

1 (f) During the developmental period, the exercise of
2 all of the rights and powers set forth in subparagraphs (b),
3 (c), and (e) shall require the prior approval of both the
4 Trustee and the Developer.

5 Section 2. Delegation of Use. Any member may delegate,
6 in accordance with the Bylaws, his right to enjoyment to the
7 common properties and facilities to the members of his family,
8 or his tenants, who reside on the property, and subject to
9 regulation by the Association to his temporary guests.

10 Section 3. Commons Areas Described. The common
11 properties referred to herein shall be those properties which
12 the Declarant later deeds to the Association for use as
13 Common Areas.

14 ARTICLE VII

15 COVENANT FOR MAINTENANCE ASSESSMENTS:

16 Section 1. Creation of the Lien and Personal Obligation
17 of Assessments. Each owner or contract purchaser of any lot
18 or lots by acceptance of a deed or real estate contract therefor,
19 whether or not it shall be so expressed in any such deed or
20 other conveyance, is deemed to covenant and agree to pay to the
21 Developer during the developmental period, and thereafter to the
22 Association as hereinafter provided: (1) Monthly assessments
23 or charges, and (2) Special assessments for capital improve-
24 ments, such assessments to be fixed, established and collected
25 from time to time as hereinafter provided. The monthly and
26 special assessments, together with such interest thereon and
27 costs of collection thereof, as hereinafter provided, shall be
28 a charge on the land and shall be a continuing lien upon the
29 property against which each such assessment is made. Each such
30 assessment, together with such interest and costs of collection
31 thereof (including reasonable attorney's fees) shall also be
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1 the personal obligation of the person who was the owner or
2 contract purchaser of such property at the time when the
3 assessment fell due. The personal obligation shall not pass
4 to his successors in title unless expressly assumed by them:
5 Provided, however, that in the case of a sale or a contract
6 for the sale of (or an assignment of a contract purchaser's
7 interest in) any lot which is charged with the payment of
8 an assessment or assessments payable in installments, the
9 person or entity who is the owner or contract purchaser
10 immediately prior to the date of any such sale, contract or
11 assignment shall be personally liable only for the amount of
12 the installments due prior to said date. The new owner or
13 contract purchaser shall be personally liable for install-
14 ments which become due on or after said date.

15 Section 2. Purpose of Assessments. The assessments
16 shall be used exclusively for the purpose of promoting the
17 recreation, health, safety and welfare of the residents of
18 the properties, including, without limitation, the construction,
19 establishment, improvement, repair and maintenance of the
20 common properties and services and facilities related to the
21 use and enjoyment of the common properties and services and
22 facilities related to the use and enjoyment of the common
23 properties, the payment of taxes and insurance on the common
24 properties, and the installation and maintenance of the entry
25 gate and gate house, and the cul-de-sac planters on streets
26 located within the subdivision, and the payment of the
27 Trustee's fees to the Trustee appointed hereunder.

28 Section 3. Amount of the Monthly Assessments. The
29 amount of the monthly assessments shall be such as is reasonably
30 necessary to accomplish the purposes set forth in Section 2.
31 The monthly assessments shall be fixed by the Association after
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1 the Association is formed, and has taken title to the Common
2 Properties.

3 Section 4. Special Assessments for Capital Improvements.

4 In addition to the annual assessments authorized above, the
5 Association may levy, in any assessment year, a special assess-
6 ment applicable to that year only for the purpose of defraying
7 in whole or in part, the cost of any construction, reconstruction,
8 repair or replacement of capital improvements upon the Common
9 Area, including fixtures and personal property related thereto,
10 provided that any such assessment shall have the assent of
11 two-thirds (2/3) of the votes of each class of members who are
12 voting in person or by proxy at a meeting duly called for this
13 purpose.

14 Section 5. Date of Commencement of Monthly Assessments -

15 Due Dates. As to each particular lot involved, the liability
16 for the monthly assessments provided for in Section 3 of this
17 Article VII shall begin on the first day of the calendar month
18 following the expiration of six (6) months from the date of any
19 deed or real estate contract of sale for the Lot, or on the first
20 day of the calendar month following occupancy of the premises,
21 whichever is earlier. Said assessment shall be due and payable
22 on such date and on the first day of each calendar month there-
23 after. The due date of any special assessments under Section 4
24 of this Article VII shall be fixed by the Trustee, or as to the
25 Association, by the resolution authorizing such assessment. No
26 assessments shall be due until the Developer conveys title to
27 the Association to the Common Properties.

28 Section 6. Effect of Non-Payment of Assessments -

29 Remedies. If any assessment is not paid within thirty (30)
30 days after it was first due and payable, the assessment shall
31 bear interest from the date on which it was due at the rate of
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2 (interest corresponding to the then current FHA interest rate
3 then in effect at the time of delinquency) and the Developer
4 or, upon termination of the trust, the Association may bring
5 an action at law against the one personally obligated to pay
6 same and/or foreclose the lien against the property, and
7 interest, costs, and reasonable attorney's fees of any such
8 action shall be added to the amount of such assessment and all
9 such sums shall be included in any judgment or decree entered
10 in such suit. No owner or contract purchaser shall be relieved
11 of liability for the assessments provided for herein by non-use
12 of the common properties or abandonment of his lot.

13 Section 7. Subordination of the Lien to Mortgagee.

14 The lien of the assessments provided for herein shall be sub-
15 ordinate to the lien of any first mortgage (and to the lien of
16 any second mortgage given to secure payment of the purchase
17 price) now or hereafter placed on any lot. Sale or transfer
18 of any lot shall not affect the assessment lien. However, the
19 sale or transfer of any lot which is subject to such first
20 mortgage, or purchaser money second mortgage, pursuant to a
21 decree of foreclosure under such mortgage or in lieu of fore-
22 closure thereof, shall extinguish the lien of such assessments
23 as to payments thereof which became due prior to such sale or
24 transfer. No sale or transfer shall relieve such lot from
25 liability for any assessments thereafter becoming due or from
26 the lien thereof.

27 Section 8. Exempt Property. The following property
28 subject to this declaration shall be exempt from the assess-
29 ments created herein:

- 30 (a) All properties owned by Developer;
31 (b) All properties dedicated to and accepted by a
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1 local public authority:

2 (c) All common properties; and

3 (d) All properties owned by a charitable or non-profit
4 organization exempt from taxation by the laws of the State of
5 Washington.

6 However, no land or improvements devoted to dwelling
7 use shall be exempt from said assessments.

8 ARTICLE VIII

9 GENERAL PROTECTIVE COVENANTS

10 Section 1. Residential Character of Property. The
11 term "residential lots," as used herein, means all of the lots
12 now or hereafter platted on the existing property or the
13 additions thereto, with the exception of (1) the common
14 properties, and (2) all properties to be used for multiple
15 family dwelling. No structures or buildings of any kind shall
16 be erected, altered, placed, or permitted to remain on any
17 residential lot other than one detached single family dwelling
18 for single-family occupancy only, not to exceed two stories
19 in height with a private garage or carport for not more than
20 three standard size passenger automobiles.

21 No house trailers shall be allowed to stop on the
22 property. No trailer or unmounted camper shall be stored or
23 parked on the premises nearer the front property line than
24 the minimum setback line.

25 Section 2. Architectural Control. No building shall
26 be erected, placed or altered on any lot (residential or non-
27 residential) on the property until the building, plans,
28 specifications, plot plan, landscaping and fencing plan,
29 showing the nature, kind, shape, height, materials, and
30 location of such building have been approved in writing as to
31 conformity and harmony of external design with existing

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1 structures in the subdivision, and as to location of the
2 building with respect to topography and the finished ground
3 elevation, by a committee composed of Lane Blankenship and
4 Milo Bauder, or by a representative designated by a Majority
5 of the members of said committee. In the event said board
6 or its designated committee fails to approve or disapprove
7 such design and location within thirty (30) days after said
8 plans and specifications have been submitted to it, approval
9 will not be required and this Article will be deemed to have
10 been fully complied with. Neither the members of such com-
11 mittee, nor its designated representatives, shall be entitled
12 to any compensation for services performed pursuant to the
13 covenant. The powers and duties of said committee members
14 shall cease upon the termination of the developmental period,
15 or upon the prior death of all three of said members. There-
16 after, the committee approval described in this covenant shall
17 be obtained from The Architectural Control Committee of the
18 Association. The Architectural Committee shall be composed
19 of three or more representatives who shall be appointed by the
20 Board of Trustees of the Association.

21 All plans, specifications and plot plans which must be
22 submitted for approval hereunder shall be submitted to said
23 committee at the following address:

24 Bauder-Blankenship Architectural Control Committee
25 1217 South Garfield
26 Kennewick, WA 99336

27 or to such other address as may hereafter be given in writing
28 to the owners or contract purchasers involved by the Developer
29 or by said committee.

30 Section 3. Lot Size. No residential structure shall
31 be erected or placed on any residential lot which has a (lot)
area less than eight thousand (8,000) square feet or an
average width of seventy (70) feet.

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1 Section 4. Business and Commercial Use of Property

2 Prohibited. No trade, craft, business, profession, commercial
3 or manufacturing enterprise or business or commercial activity
4 of any kind shall be conducted or carried on upon any resi-
5 dential lot, or within any building located on a residential
6 lot, provided, however, the Developer may maintain a sales
7 office on the subject property for the purposes of selling
8 property located within the subject area, nor shall any goods,
9 equipment, vehicles (including buses, trucks, and trailers of
10 any description) or materials or supplies used in connection
11 with any trade, service, or business, wherever the same may be
12 conducted, or any vehicles in excess of 6,000 pounds gross
13 weight (including buses, trucks and trailers of any description)
14 used for private purposes, be kept, parked, stored, dismantled
15 or repaired outside on any residential lot or on any street
16 within the property nor shall anything be done on any residential
17 lot which may be or may become an annoyance or nuisance to the
18 neighborhood. No vehicle which is for any reason inoperable
19 shall be parked on any street for more than 48 hours.

20 No lot or tract shall be used as a dump for trash or
21 rubbish of any kind. All garbage and other waste shall be
22 kept in appropriate sanitary containers for proper disposal.
23 Yard rakings, such as rocks, lawn and shrubbery clippings, and
24 dirt and other material resulting from landscaping work shall
25 not be dumped into public streets or ditches. The removal and
26 disposal of all such materials shall be the sole responsibility
27 of the individual lot owner. Should any individual lot owner
28 or contract purchaser fail to remove any such trash, rubbish,
29 garbage, yard rakings and other such materials from his
30 property or the street and ditches adjacent thereto, within
31 ten (10) days following the date on which notice is mailed
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1 to him by the Developer or the Association informing him of
2 such violation, then the Developer or the Association may
3 have said trash removed and charge the expense of removal to
4 said lot owner or purchaser. Any such charge shall become a
5 continuing lien on the property, which shall bind the property
6 in the hands of the then owner or contract purchaser, and his
7 successors in interest. Such charge shall also be a personal
8 obligation of the one who is the owner or contract purchaser
9 of the lot involved on the date of removal.

10 No owner or contract purchaser of any residential lot
11 shall permit any vehicle owned by him or by any member of his
12 family or by any acquaintance, and which is in an extreme
13 state of disrepair, to be abandoned or to remain parked upon
14 any street within the existing property for a period in excess
15 of forty-eight (48) hours. Should any such owner or contract
16 purchaser fail to remove such vehicle within two (2) days
17 following the date on which notice is mailed to him by the
18 Developer or the Association informing him of a violation of
19 this provision, the Developer or the Association may have such
20 vehicle removed and charge the expense of removal to said
21 owner or purchaser in accordance with the provisions of the
22 immediately preceding paragraph. A vehicle shall be deemed to
23 be in an extreme state of disrepair when in the opinion of
24 the Architectural Control Committee its presence offends the
25 reasonable sensibilities of the occupants of the neighborhood.

26 Section 5. Residential Use of Temporary Structures

27 Prohibited. No trailer, basement, tent, shack, garage, barn
28 or other outbuildings or any structure of a temporary character
29 erected or placed on the property shall at any time be used as
30 a residence temporarily or permanently.

31 Section 6. Minimum Dwelling Cost. No single family
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1 dwelling shall be permitted on any lot at a cost less than
2 \$35,000.00 exclusive of land, based upon cost levels prevailing
3 on the date these covenants are recorded, it being the intent
4 and purpose of the covenant to assure that all dwellings shall
5 be of quality and workmanship and materials substantially the
6 same or better than that which can be produced on the date
7 these covenants are recorded at the minimum cost stated herein
8 for the minimum permitted dwelling size. The ground floor area
9 of the main structure, exclusive of open porches and garages,
10 shall not be less than one thousand three hundred fifty (1,350)
11 square feet for a one-story dwelling, or the top two levels
12 of a split level dwelling, nor less than one thousand (1,000)
13 square feet for the ground floor area of a dwelling or more
14 than one story. (For the purpose of this provision, a home
15 with a daylight basement shall be considered a dwelling of
16 more than one story.)

17 Section 7. Utility Easements. The grantors for
18 themselves, their successors and assigns, dedicate easements
19 for public utility purposes over the public utility easement
20 strips as shown in the recorded plats. Said easements are
21 hereby granted to maintain, construct and reconstruct and
22 repair sewer lines, domestic water lines, telephone lines and
23 lines for the delivery of electric energy as the same are
24 constructed and installed at the time of the conveyance of
25 each of the lots in said plat; and whenever the uses of said
26 easement shall cease, the same shall revert to the owner of
27 the land affected by said easement.

28 Section 8. Date for Completion of Construction. Any
29 dwelling or structure erected or placed on any residential
30 lot shall be completed as to external appearance, including
31 finished painting, within nine (9) months from date of com-
32 mencement of construction and shall be connected to the public

1 sewer system. Landscaping shall be completed within six (6)
2 months after completion of dwelling unit. Within nine (9)
3 months from the date of commencement of construction of any
4 dwelling or structure, the owner must construct a sidewalk
5 along the entire front of his property in accordance with
6 requirements of sidewalk construction which are then in
7 existence in the City of Richland, Washington.

8 Section 9. Animals. No animal, livestock or poultry
9 of any kind shall be raised, bred, or kept on any lot, except
10 that dogs, cats, birds or other household pets may be kept
11 if they are not kept, bred, or maintained for any commercial
12 purpose, and that they shall not be kept in numbers or under
13 conditions reasonably objectionable in a closely built up
14 residential community.

15 Section 10. Signs. No signs shall be erected or
16 maintained on any residential lot in the tract, except that
17 not more than one approved FOR SALE or FOR RENT sign placed
18 by the owner or the builder or by a licensed real estate
19 broker, not exceeding eighteen (18) inches high and twenty-
20 four (24) inches long, may be displayed on any lot.

21 Section 11. Mortgages Protected. Nothing herein
22 contained shall impair or defeat the lien of any mortgage or
23 deed of trust now or hereafter recorded covering any lot or
24 lots, but title to any property obtained as a result of fore-
25 closure shall thereafter be held subject to all of the
26 provisions herein.

27 Section 12. Building Setback and Fence Requirements.
28 No fence, wall, hedge or mass planting other than foundation
29 planting shall be permitted to extend nearer to any street
30 than the minimum setback line of the residence, except that
31 nothing shall prevent the erection of a necessary retaining
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1 wall, the top of which does not extend more than two feet
2 above the finished grade at the back of said retaining wall,
3 provided, however, that no fence, wall, hedge or mass planting
4 shall at any time, where permitted, extend higher than six
5 feet above ground. Fences shall be well constructed of suitable
6 fencing materials and shall be artistic in design and shall not
7 detract from the appearance of the dwelling house located upon
8 the adjacent lots or building sites or be offensive to the
9 owners or occupants thereof. No radio or television antennas
10 shall be permitted to extend more than ten feet above the roof
11 line of any residence without the written approval of the said
12 committee.

13 The Architectural Control Committee shall have the
14 authority in any individual case to make such exceptions to the
15 building setback and fence location requirements set forth
16 herein as said committee shall in its uncontrolled discretion
17 deem necessary or advisable.

18 ARTICLE IX

19 EXTERIOR MAINTENANCE

20 In the event an owner of any lot in the properties
21 shall fail to maintain the premises and the improvements
22 situated thereon in a manner satisfactory to the Board of
23 Trustees, the Association, after approval of two-thirds (2/3)
24 vote by the Board of Trustees, shall have the right, through
25 its agents and employees, to enter upon said parcel and to
26 repair, maintain, and restore the lot and the exterior of the
27 buildings and any other improvements erected thereon. The
28 cost of such exterior maintenance shall be added to and become
29 part of the assessment to which such lot is subject.

30 ARTICLE X

31 USE RESTRICTIONS

32 Section 1. Enjoyment of Property. The owners shall

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1 use their respective properties to their enjoyment in such a
2 manner so as not to offend or detract from another owner's
3 enjoyment of their own respective properties.

4 Section 2. In Derogation of Law. No owner shall
5 carry on any activity of any nature whatsoever on his property
6 that is in derogation or in violation of the laws and statutes
7 of the State of Washington.

8 Section 3. Pets. Owners shall observe and obey the
9 laws applicable to the residents of the City of Richland and
10 Benton County pertaining to care, control and husbandry of
11 animals and pets.

12 Section 4. Commercial Activity. Except as provided in
13 Article VIII, Section 4, there shall be no commercial activity
14 by the members of this Association within the properties of the
15 Association.

16 Section 5. Temporary Structures. No structure of a
17 temporary character, such as a trailer or a shack or other
18 outbuildings shall be used on any lot at any time as a residence.

19 Section 6. Nuisances. No noxious or offensive activity
20 shall be carried on upon any properties, nor shall anything be
21 done thereon which may become a nuisance as such is defined in
22 the laws of the State of Washington.

23 Section 7. Livestock and Poultry. No animals or
24 livestock or poultry of any kind shall be raised, bred or kept
25 on any lot except that dogs, cats or other household pets may
26 be kept according to the provisions of Section 3 hereof.

27 Section 8. Garbage and Refuse Disposal. No lot shall
28 be used or maintained as a dumping ground for rubbish. Trash,
29 garbage or other waste shall not be kept except in a sanitary
30 container.

31 Section 9. Sewage Disposal. No individual sewage

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1111 JACOBIE BOULEVARD
R. I. 988 334

1 disposal system shall be permitted on any lot.

2 Section 10. Oil and Mining Operations. No oil
3 drilling, oil development operations, oil refining, quarrying
4 or mining operations of any kind shall be permitted upon or
5 in any lot, nor shall oil wells, tanks, tunnels, mineral
6 excavations or shafts be permitted upon or in any lot.

7 Section 11. Water Supply. No individual water supply
8 system shall be permitted on any lot.

9 Section 12. Height. No structures shall be built which
10 are more than fifteen (15) feet above ground level, and no
11 windmills shall be allowed on the property.

12 ARTICLE XI

13 GENERAL PROVISIONS

14 Section 1. Enforcement. The Trustee, the Association,
15 the Developer and each owner or contract purchaser of a lot
16 or lots subject to this declaration, shall have the right to
17 enforce, by any proceeding at law or in equity, all restric-
18 tions, conditions, covenants, reservations, liens and charges
19 now or hereafter imposed by the provisions of this declara-
20 tion: Provided, however, that the Developer's right to
21 enforce the provisions of this declaration shall terminate at
22 such time as the Developer shall cease to be the owner of a
23 lot or lots subject to this declaration. Failure of the
24 Trustee, the Association, the Developer, or any such owner
25 or contract purchaser to enforce any covenant or restriction
26 herein contained shall in no event be deemed a waiver of the
27 right to do so thereafter.

28 Section 2. Severability. Invalidation of any one
29 of these covenants or restrictions by judgment or court order
30 shall in no wise affect any other provisions, which shall
31 remain in full force and effect.
32

1 Section 3. Amendment. The covenants and restrictions
2 of this declaration shall run with and bind the land, and
3 shall inure to the benefit of and be enforceable by the
4 Trustee, the Association, and the owner or contract purchaser
5 of any lot subject to this declaration, including the Developer,
6 their respective legal representatives, heirs, successors and
7 assigns for a term of 20 years from the date this declaration
8 is recorded, after which time said covenants shall be auto-
9 matically extended for successive periods of ten years unless
10 an instrument terminating these covenants which is signed by
11 not less than the owners or contract purchasers then owning
12 75 per cent of the property described in Exhibit "A" shall
13 have been filed with the Benton County Auditor. For five (5)
14 years from the date hereof, the Developer may amend the
15 covenants and restrictions of this declaration. Thereafter,
16 they may be amended by an instrument signed by not less than
17 the owners or contract purchasers then owning 75 per cent of
18 the property described in Exhibit "A". Amendments shall take
19 effect when they have been recorded with the Auditor of Benton
20 County.

21 DATED: This 29 day of April, 1975.

22
23 BAUDER-BLANKENSHIP, a partnership

24 By: [Signature]

25
26 By: _____
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1 STATE OF WASHINGTON }
2 County of Benton } SS.

3 This is to certify that on this 10 day of April
4 1975, there appeared personally before me LAKE BLANKENSHIP and
5 MILD-BOURNE, to me personally known to be the individuals who
6 executed the foregoing Declaration of Covenants, Conditions
7 and Restrictions on behalf of HILLS WEST HOME OWNERS ASSOCIATION,
8 and acknowledged and declared to me that ^{they} executed the
9 same freely and voluntarily for the uses and purposes therein
10 mentioned.

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

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14
15 Notary Public for the State of Wash-
16 ington, residing at: Seattle



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EXHIBIT "A"

The Northeast Quarter of the Northeast Quarter of Section 26, Township 9 North, Range 28 E.W.M., and

That portion of Government Lots 5 and 6 and of the Southwest Quarter of the Southeast Quarter of Section 23, Township 9 North, Range 28 E.W.M. lying south of Columbia Irrigation District canal right of way, EXCEPT State Highway No. 3 right of way, and EXCEPT that portion of Government Lot 6 and of the Southwest Quarter of the Southeast Quarter of said Section 23 described as follows:

Commencing at the intersection of the West line of the Southeast Quarter of said section with the south right of way line of State Highway No. 3; thence southeasterly along the south line of said right of way to a point which is 300 feet east, measured at right angles from the west line of said Southeast Quarter of said section; thence south and parallel with the west line of said subdivision a distance of 400 feet; thence west to the west line of said subdivision; thence north along said west line to the point of beginning, all in Benton County, Washington.

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Oct 18 9 00 AM '75

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF HILLS WEST

The Declaration of Covenants, Conditions and Restrictions
filed by the declarant, Bauder-Blankenship, a partnership, on
May 1, 1975, under Auditor's File Number 679934, and covering
the following described real property situated in Benton
County, Washington:

That portion of the Northeast Quarter of the
Northeast Quarter of Section 26, Township 9
North, Range 28 E.W.M. lying South of the
centerline of Benton County PUD No. 1 powerline
easement,

is hereby amended in the following particulars. Article II
of said Declaration is amended to read as follows:

ARTICLE II

The real property which is, and shall be, held, trans-
ferred, sold, conveyed and occupied subject to this Declara-
tion, is located in Benton County, Washington, and is described
as follows:

The northeast quarter of the northeast quarter of
Section 26, Township 9 north, Range 28 E.W.M.; and
that portion of the south half of the southeast
quarter of Section 23, Township 9 north, Range 28
E.W.M., lying southerly of State Highway No. SR-12
and Columbia Irrigation District Canal right of way,
EXCEPT the portion thereof lying within the following
described parcel:

That portion of Government Lot 6 and of the southwest
quarter of the southeast quarter of said Section 23,
described as follows: Commencing at the intersection
of the west line of the southeast quarter of said
section with the south right of way line of State
Highway No. 3; thence southeasterly along the south
line of said right of way to a point which is 300
feet East, measured at right angles from the west line
of said southeast quarter of said section; thence
south and parallel with the west line of said sub-
division a distance of 400 feet; thence west to the
west line of said subdivision; thence north along said
west line to the point of beginning.

There is hereby added to Article VIII a Section 13 as follows:

Section 13. Fencing Requirements. Before any occupancy
of the following described lots, there shall be constructed on

MAIL TO:

CRITCHLOW, WILLIAMS, RYALS & SCHUSTER
ATTORNEYS AT LAW

Amendments - 1

the lot line of said lots which are adjacent to the CID
right of way, a cyclone fence or its equivalent of not less
than five feet in height:

Lots 4 through 15, Block 2, Hills West No. 3

Lots 1 through 6, Block 1, Hills West No. 4.

DATED this 18 day of OCT, 1975.

BAUDER-BLANKENSHIP, a partnership

By: Milo Bauder
Milo Bauder

STATE OF WASHINGTON)
) SS.
County of Benton)

This is to certify that on this 18 day of OCT, 1975,
there appeared personally before me MILO BAUDER, to me personally
known to be the individual who executed the foregoing Amendment
to Declaration of Covenants, Conditions and Restrictions on
behalf of HILLS WEST HOME OWNERS ASSOCIATION, and acknowledged
and declared to me that he executed the same freely and volun-
tarily for the uses and purposes therein mentioned.

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

Notary Public in and for the State of
Washington, residing at Blanchard

CRITCHLOW, WILLIAMS, RYALS & SCHUSTER
ATTORNEYS AT LAW

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AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF HILLS WEST

308

The Declaration of Covenants, Conditions and Restrictions
filed by the declarant, Bauder-Blankenship, a partnership, on
May 1, 1975, under Auditor's File Number 679934, and amended
on October 14, 1975, under Auditor's File Number 689708, are
hereby further amended in the following particulars. Section
6 of Article VIII is hereby amended to read as follows:

ARTICLE VIII

GENERAL PROTECTIVE COVENANTS

Section 6. Minimum Dwelling Cost. No single family
dwelling shall be permitted on any lot at a cost less than
\$35,000.00 exclusive of land, based upon cost levels prevailing
on the date these covenants are recorded, it being the intent
and purpose of the covenant to assure that all dwellings shall
be of quality and workmanship and materials substantially the
same or better than that which can be produced on the date
these covenants are recorded at the minimum cost stated herein
for the minimum permitted dwelling size. The ground floor area
of the main structure, exclusive of open porches and garages,
shall not be less than one thousand three hundred fifty (1,350)
square feet for a one-story dwelling, or the top two levels of
a split level dwelling, nor less than one thousand (1,000)
square feet for the ground floor area of a dwelling of more
than one story, nor less than one thousand three hundred (1,300)
square feet for the top two levels of a tri-level house. (For
the purpose of this provision, a home with a daylight basement
shall be considered a dwelling of more than one story.)

Article X, Section 12 is hereby amended to read as
follows:

ARTICLE X

USE RESTRICTIONS

Section 12. Height. No structures other than dwelling
house shall be built which are more than 15 feet above ground
level, and no windmills shall be allowed on the property.

DATED this 27th day of May, 1976.

BAUDER-BLANKENSHIP, a partnership

By: Milo Bauder
Milo Bauder

BRITTON, WILLIAMS, BYALS & SCHUSTER
ATTORNEYS AT LAW

721206

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REGISTERED AUDITOR

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AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF HILLS WEST

The Declaration of Covenants, Conditions and Restrictions

filed by the declarant, Bauder-Blankenship, a partnership, on
May 1, 1975, under Auditor's File Number 679934, and covering
the following described real property situated in Benton County,
Washington:

That portion of the Northeast Quarter of the Northeast
Quarter of Section 26, Township 9 North, Range 28 E.W.M.,
lying South of the centerline of Benton County PUD No. 1
powerline easement, and

The northeast quarter of the northeast quarter of
Section 26, Township 9 north, Range 28, E.W.M.; and
that portion of the south half of the southeast quarter
of Section 23, Township 9 north, Range 28 E.W.M.,
lying southerly of State Highway No. SR-12 and Columbia
Irrigation District Canal right of way, EXCEPT the
portion thereof lying within the following described
parcel:

That portion of Government Lot 6 and of the southwest
quarter of the southeast quarter of said Section 23,
described as follows: Commencing at the intersection
of the west line of the southeast quarter of said
section with the south right of way line of State
Highway No. 3; thence southeasterly along the south
line of said right of way to a point which is 300
feet East, measured at right angles from the west line
of said southeast quarter of said section; thence
south and parallel with the west line of said sub-
division a distance of 400 feet; thence west to the
west line of said subdivision; thence north along said
west line to the point of beginning.

is hereby amended in the following particulars. Article II of
said Declaration is amended to read as follows:

The Northeast Quarter of the Northeast Quarter of
Section 26, Township 9 North, Range 28 E.W.M., and

That portion of Government Lots 5 and 6 and of the
Southwest Quarter of the Southeast Quarter of Section 23,
Township 9 North, Range 28 E.W.M. lying south of Columbia
Irrigation District canal right of way, EXCEPT State
Highway No. 3 right of way, and EXCEPT that portion of
Government Lot 6 and of the Southwest Quarter of the
Southeast Quarter of said Section 23 described as follows:

Commencing at the intersection of the West line of the
Southeast Quarter of said section with the south right
of way line of State Highway No. 3, thence southeasterly
along the south line of said right of way to a point which
is 300 feet east, measured at right angles from the west

CRITCHLOW, WILLIAMS, RYALS & SCHUSTER

line of said Southeast Quarter of said section; thence
south and parallel with the west line of said subdivision
a distance of 400 feet; thence west to the west line of
said subdivision; thence north along said west line to
the point of beginning, all in Benton County, Washington.

FURTHER, the second paragraph of Article VIII, Section 2
is hereby amended as follows:

All plans, specifications and plot plans which must be
submitted for approval hereunder shall be submitted to said
committee at the following address:

Bauder-Blankenship Architectural Control Committee
101 Jackson Court
Richland, WA 99352

or to such other address as may hereafter be given in writing
to the owners or contract purchasers involved by the Developer
or by said committee.

DATED: This 14 day of January, 1977.

BAUDER-BLANKENSHIP, a partnership

Laura E. Blankenship
By: *Milo Bauder*
Milo Bauder

STATE OF WASHINGTON)
County of Benton) SS.

This is to certify that on this day of January, 1977,
there appeared personally before me MILO BAUDER, to me personally,
known to be the individual who executed the foregoing Amendment
to Declaration of Covenants, Conditions and Restrictions on
behalf of Hills West Homeowners Association, and acknowledged
and declared to me that executed the same freely and voluntarily
for the uses and purposes therein mentioned.

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

Notary Public in and for the State of
Washington, residing at Richland, WA



CRITCHLOW, WILLIAMS, RYALS & SCHUSTER
ATTORNEYS AT LAW
1007 ALPINE BUILDING
P. O. BOX 908
RICHLAND, WASHINGTON

Amendments - 2

1 appurtenant to and may not be separated from ownership of or a
2 contract purchaser's interest in any lot which is subject to
3 assessment by the Developer or the Association except that the
4 incorporators shall be eligible for membership without regard
5 to ownership of an interest in the properties. Incorporators
6 who are not owners or contract purchasers of any lot subject to
7 assessment shall cease to be members of the Association at the
8 expiration of two years from the date of incorporation of the
9 Association. Upon transfer of the fee interest to, or upon the
10 execution and delivery of a real estate contract for the sale of
11 (or of an assignment of a contract purchaser's interest in) any
12 lot, the membership and certificate of membership in the Association shall ipso facto be deemed to be transferred to the grantee,
13 contract purchaser or new contract purchaser, as the case may be.
14 Ownership of, or a contract purchaser's interest in, any such
15 lot or lots shall be the sole qualification for membership.

16 It is understood that the Association is not yet formed, but
17 that it will be formed at such time as is necessary to accomplish
18 the stated purposes of the Association, and its expected formation
19 will occur not later than January 1, 1978.

20 Articles V and VI are hereby eliminated.

21 Article VII, Section 2 is hereby amended to read as follows:

22 Section 2. Purpose of Assessments. The assessments shall
23 be used to operate and maintain a system for distributing irrigation
24 water from the Badger Mountain Irrigation District outlet
25 to each lot located in Hills West Number 4.

26 Article VII, Section 3, is hereby amended to read as follows:

27 Section 3. Powers of the Association and Amounts of Monthly
28 Assessments. The amounts of the monthly assessments shall be
29 such as is reasonably necessary to accomplish the purposes set
30 forth in Section 2. The monthly assessments shall be fixed by the
31 Association after the Association is formed. The Association
32 shall have all powers reasonably necessary to accomplish the
33 purposes set forth in Section 2 and specifically, will have the
34 power to schedule the use of the water supplied by Badger Mountain
35 Irrigation District, and shall have the power to enter onto all
36 property for the purpose of maintaining and/or replacing irrigation
37 lines.

38 Article VII, Section 4 is hereby eliminated.

Amendments - 2

DRITONLOW, WILLIAMS, NYALS & SCHUSTER
ATTORNEYS AT LAW
1077 JARVIS BUILDING
P. O. BOX 244
RICHLAND, WASHINGTON

1 Article VII, Section 5 is hereby amended to read as follows:

2 Section 5. Date of Commencement of Monthly Assessments -
3 Due Dates. As to each particular lot involved, the liability
4 for the monthly assessments provided for in Section 3 of this
5 Article VII shall begin on the 1st day of January, 1978. Said
6 assessment shall be due and payable on the first day of each
7 calendar month.

8 Article VII, Section 6 is hereby amended to read as follows:

9 Section 6. Effect of Non-Payment of Assessments-Remedies.
10 If any assessment is not paid within thirty (30) days after it
11 was first due and payable, the assessment shall bear interest from
12 the date on which it was due at the rate of (interest corresponding
13 to the then current FHA interest rate then in effect at the
14 time of delinquency), and the Association may bring an action at
15 law against the one personally obligated to pay same and/or
16 foreclose the lien against the property, and interest, costs, and
17 reasonable attorney's fees of any such action shall be added to
18 the amount of such assessment and all such sums shall be included
19 in any judgment or decree entered in such suit. In addition, the
20 Association shall have the right to disconnect the lines servicing
21 the delinquent owner's property.

22 DATED: This 21 day of SEP, 1977.

23 BAUDER-BLANKENSHIP, a partnership

24 By: Milo Bauder
25 Milo Bauder

26 STATE OF WASHINGTON)
27) SS.
28 COUNTY OF BENTON)

29 This is to certify that on the 27 day of SEP, 1977,
30 there appeared personally before me MILO BAUDER, to me personally
31 known to be the individual who executed the foregoing Amendments
32 to Declaration of Covenants, Conditions and Restrictions on
33 behalf of Hills West Number 4 Home Owners Association, and
34 acknowledged and declared to me that he executed the same freely
35 and voluntarily for the uses and purposes therein mentioned.

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

38 Milo Bauder
39 Rotary Public in and for the State of
40 Washington, residing at Richland

Amendments - 3

DRITONLOW, WILLIAMS, NYALS & SCHUSTER
ATTORNEYS AT LAW
1077 JARVIS BUILDING
P. O. BOX 244
RICHLAND, WASHINGTON

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AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HILLS WEST

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The Declaration of Covenants, Conditions and Restrictions filed by the declarant, Bauer-Blankenship, a partnership, on May 1, 1975, under Auditor's File Number 679934, and thereafter amended, and covering the following described real property situated in Benton County, Washington:

The Northeast Quarter of the Northeast Quarter of Section 26, Township 9 North, Range 28 E.W.M., and

That portion of Government Lots 5 and 6 and of the Southwest Quarter of the Southeast Quarter of Section 23, Township 9 North, Range 28 E.W.M. lying south of Columbia Irrigation District canal right of way, EXCEPT State Highway No. 3 right of way, and EXCEPT that portion of Government Lot 6 and of the Southwest Quarter of the Southeast Quarter of said Section 23 described as follows:

Commencing at the intersection of the West line of the Southeast Quarter of said section with the south right of way line of State Highway No. 3, thence southeasterly along the south line of said right of way to a point which is 300 feet east, measured at right angles from the west line of said Southeast Quarter of said section; thence south and parallel with the west line of said subdivision a distance of 400 feet; thence west to the west line of said subdivision thence north along said west line to the point of beginning, all in Benton County, Washington,

is hereby amended in the following particulars:

Article I, Section 1, is hereby amended to read as follows:

Section 1. "Association" shall mean and refer to HILLS WEST NUMBER 4 HOME OWNERS ASSOCIATION, its successors and assigns.

Article I, Section 3, is hereby eliminated.

Article IV is hereby amended to read as follows:

ARTICLE IV

MEMBERSHIP IN THE ASSOCIATION:

Every person or entity who is the contract purchaser or record owner of a fee interest in any lot or lots in Hills West Number 4 which are subject by covenants of record to assessment by the Developer or the Association, shall be a member of the Association; provided, however, that if any lot is held jointly by two or more persons, the several owners of such interest shall designate one of their number as the "member." The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be

WILLIAM RYAN & ASSOCIATES
ATTORNEYS AT LAW
1117 ANNE STREET
SEASIDE, WASHINGTON

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AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF HILLS WEST #1 - #2 - RESUBDIVISION

VERNER MILLER, JR. & J.
REPUTY

The Declaration of Covenants, Conditions and Restrictions
filed by the declarant, Bauder-Blankenship, a partnership, on
May 1, 1975, under Auditor's File Number 679934, and thereafter
amended, by documents recorded under Auditor's file numbers
689708, 721206, 701273 and 738233, and covering the following
described real property situated in Benton County, Washington:
The Northeast Quarter of the Northeast Quarter of Section
26, township 9 North, Range 28 E.W.M., and

407

That portion of Government Lots 5 and 6 and of the Southwest
quarter of the Southeast Quarter of Section 23, Township 9
North, Range 28 E.W.M. lying south of Columbia Irrigation
District canal right of way, EXCEPT State Highway No. 3
right of way, and EXCEPT that portion of Government Lot 6 and
of the Southwest Quarter of the Southeast Quarter of said
Section 23 described as follows:

Commencing at the intersection of the West line of the
Southeast Quarter of said section with the south right of
way line of State Highway No. 3, thence southeasterly along
the south line of said right of way to a point which is 300
feet east, measured at right angles from the west line of
said Southeast Quarter of said section; thence south and
parallel with the west line of said subdivision a distance
of 400 feet; thence west to the west line of said sub-
division, thence north along said west line to the point of
beginning, all in Benton County, Washington,

is hereby amended, including amending the Amendments, in the
following particulars:

Article IV is hereby eliminated.

DATED: March 25, 1981.

BAUDER-BLANKENSHIP, a
Partnership

Milo B. Bauder

By: Milo B. Bauder

Lane E. Blankenship

By: Lane E. Blankenship

GEORGE F. WILCOTT
1100 1ST AVENUE
SEASIDE, WASH. 98138
360-8311
Notary Public
for Washington
1980-1981
1980-1981
1981-1982