

APR 25 11 34 AM '83

VERNER MILLER, AUDITOR
DEPUTY
RECORDED IN VOL. 434AGREEMENT MODIFYING PROTECTIVE COVENANTS
OF KEENE VILLAGE SUBDIVISIONINDEXED BY [Signature]
CHECKED BY [Signature]

We, the undersigned, being the owners of over seventy percent (70%) of the lots of Keene Village Subdivision, do hereby make the following modifications to the Protective Covenants of Keene Village Subdivision which were filed in the Benton County Auditor's office on November 13, 1980, under Auditor's File No. 830856, recorded in Volume 401, page 1056, records of Benton County, Washington.

Paragraph A of the original Protective Covenants is hereby amended to read as follows:

A. These covenants are to run with the land and shall be binding on all persons claiming under them until March 1, 1990, at which time said covenants shall be automatically extended for successive 10 year periods unless it is agreed to change said covenants in whole or in part by vote of an 80% majority of the then owners of the lots. The ownership of one lot entitles the owner thereof to one vote. Any election for change of these covenants or for appointment of any committee herein provided shall be held at a convenient location in the city of Richland upon 10 days notice of said election served by regular mail addressed to the property address and shall be conducted according to the rules adopted at said meeting by those in attendance. An 80% majority vote shall be sufficient to change an item in the covenants or allow a variance. Alternately, a party desiring to change covenants may contact and obtain signatures of owners of over 80% of the lots, notify all lot owners of the change, and record it.

Paragraph D of the original Protective Covenants of the Keene Village Subdivision is hereby amended to read as follows:

D. The "Architectural Control Committee" shall be composed of three members. These members shall be elected by a majority vote of the then owners of lots in Keene Village Subdivision which have completed dwellings erected on them. A majority of the Architectural Control Committee may designate a representative to act for it.

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

Randall A. Mickle
RANDALL A. MICKLE

Kathleen M. Mickle
KATHLEEN M. MICKLE

Ramona Sandon
RAMONA SANDON

Jean O. Sandon
JEAN O. SANDON

Richard C. Hanlen
RICHARD C. HANLEN

Deborah G.S. Hanlen
DEBORAH G.S. HANLEN

Michael A. Mihalic
MICHAEL A. MIHALIC

Linda Mihalic
LINDA MIHALIC

Dennis M. Murphy
DENNIS M. MURPHY

Jerry D. Rambo
JERRY D. RAMBO

Ronald A. Cline
RONALD A. CLINE

Valerie Kimball Cline
VALERIE KIMBALL CLINE

James R. Zenor
JAMES R. ZENOR

Rebecca L. Thorpe
REBECCA L. THORPE

Laura L. Senor
LAURA L. SENOR

Kurt J. Deshayes
KURT J. DESHAYES

Daniel M. Montgomery
DANIEL M. MONTGOMERY

Christine C. Montgomery
CHRISTINE C. MONTGOMERY

Lynn D. McGinness
LYNN D. MCGINNESS

Rosetta Dawn Hanson
ROSETTA DAWN HANSON

David J. Hanson
DAVID J. HANSON

William S. Rulon
WILLIAM S. RULON

STATE OF WASHINGTON)
:ss.
County of Benton)

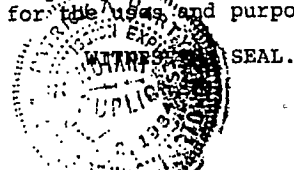
On this 7th day of April, 1983, personally appeared before me, the undersigned Notary Public, Richard C. Hanlen and Deborah G.S. Hanlen, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.



Richard C. Hanlen
Notary Public in and for the State of Washington residing at Richland

STATE OF WASHINGTON)
:ss.
County of Benton)

On this 7th day of April, 1983, personally appeared before me, the undersigned Notary Public, Michael A. Mihalic and Linda Mihalic, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.



Michael A. Mihalic
Notary Public in and for the State of Washington residing at Richland

STATE OF WASHINGTON)
:ss.
County of Benton)

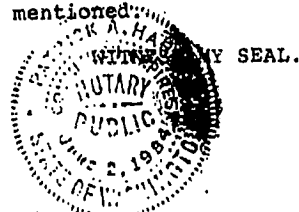
On this 7th day of April, 1983, personally appeared before me, the undersigned Notary Public, Dennis M. Murphy, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.



Dennis M. Murphy
Notary Public in and for the State of Washington residing at Richland

STATE OF WASHINGTON)
:ss.
County of Benton)

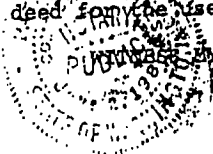
On this 7th day of April, 1983, personally appeared before me, the undersigned Notary Public, Jerry D. Rambo, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

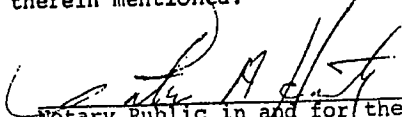


Jerry D. Rambo
Notary Public in and for the State of Washington residing at Richland

STATE OF WASHINGTON)
:ss.
County of Benton)

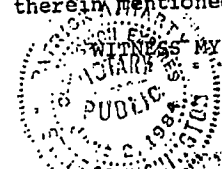
On this 7th day of April, 1983, personally appeared before me, the undersigned Notary Public, Ronald A. Cline and Valerie Kimball Cline, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

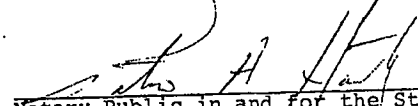
WITNESS MY SEAL.



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

STATE OF WASHINGTON)
:ss.
County of Benton)

On this 7th day of April, 1983, personally appeared before me, the undersigned Notary Public, Rebecca L. Thorpe, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.


WITNESS MY SEAL.



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

STATE OF WASHINGTON)
:ss.
County of Benton)

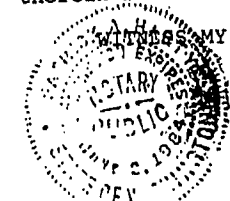
On this 7th day of April, 1983, personally appeared before me, the undersigned Notary Public, James R. Zenor and Laura L. Zenor, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

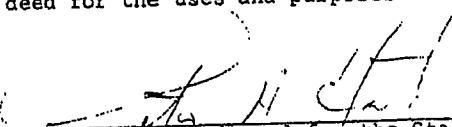
WITNESS MY SEAL.



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

STATE OF WASHINGTON)
:ss.
County of Benton)

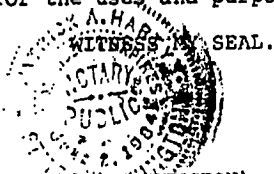
On this 7th day of April, 1983, personally appeared before me, the undersigned Notary Public, Kurt J. Deshayes, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS MY SEAL.



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

STATE OF WASHINGTON)
:ss.
County of Benton)

On this 7th day of April, 1983, personally appeared before me, the undersigned Notary Public, Daniel M. Montgomery and Christine C. Montgomery, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.



[Signature]
Notary Public in and for the State
of Washington residing at Richland

STATE OF WASHINGTON)
:ss.
County of Benton)

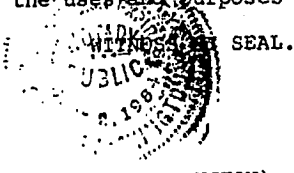
On this 7th day of April, 1983, personally appeared before me, the undersigned Notary Public, Lynn D. McGinnes, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.



[Signature]
Notary Public in and for the State
of Washington residing at Richland

STATE OF WASHINGTON)
:ss.
County of Benton)

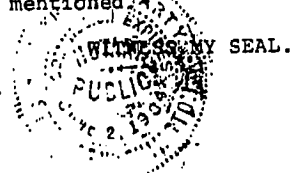
On this 7th day of April, 1983, personally appeared before me, the undersigned Notary Public, David J. Hanson and Rosetta Dawn Hanson, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.



[Signature]
Notary Public in and for the State
of Washington residing at Richland

STATE OF WASHINGTON)
:ss.
County of Benton)

On this 7th day of April, 1983, personally appeared before me, the undersigned Notary Public, William S. Rulon, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.



[Signature]
Notary Public in and for the State
of Washington residing at Richland

STATE OF WASHINGTON)
:ss.
County of Benton)

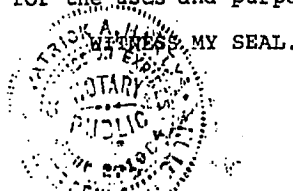
On this 7th day of April, 1983, personally appeared before me, the undersigned Notary Public, Andrew C. Hoffman and Marjorie A. Hoffman, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.



Andrew C. Hoffman
Notary Public in and for the State of Washington residing at Richland

STATE OF WASHINGTON)
:ss.
County of Benton)

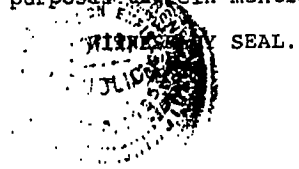
On this 7th day of April, 1983, personally appeared before me, the undersigned Notary Public, Jerry W. Cammann and Susan L. Cammann, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.



Jerry W. Cammann
Notary Public in and for the State of Washington residing at Richland

STATE OF WASHINGTON)
:ss.
County of Benton)

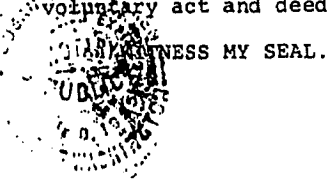
On this 15th day of April, 1983, personally appeared before me, the undersigned Notary Public, Bryan B. Carey and Janet R. Carey, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.



Bryan B. Carey
Notary Public in and for the State of Washington residing at Richland

STATE OF WASHINGTON)
:ss.
County of Benton)

On this 18th day of April, 1983, personally appeared before me, the undersigned Notary Public, Martin P. Vette, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he the same as his free and voluntary act and deed for the uses and purposes therein mentioned.



Martin P. Vette
Notary Public in and for the State of Washington residing at Richland

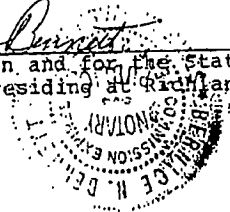
STATE OF WASHINGTON)

:ss.
County of Benton)

On this 4th day of April, 1983, personally appeared before me, the undersigned Notary Public, Ramona Sandon, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS MY SEAL.

Bernice N. Bennett
Notary Public in and for the State
of Washington residing at Richland



STATE OF WASHINGTON)

:ss.
County of Benton)

On this 4 day of April, 1983, personally appeared before me, the undersigned Notary Public, Randall A. Mickle and Kathleen M. Mickle, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS MY SEAL.

Frank D. Wilson
Notary Public in and for the State
of Washington residing at Richland



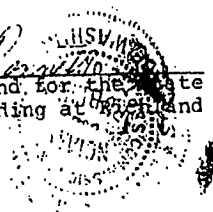
STATE OF WASHINGTON)

:ss.
County of Benton)

On this 5th day of April, 1983, personally appeared before me, the undersigned Notary Public, Jean O. Sandon, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS MY SEAL.

Bernice N. Bennett
Notary Public in and for the State
of Washington residing at Richland



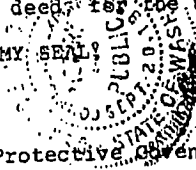
STATE OF WASHINGTON)

:ss.
County of Benton)

On this 19th day of April, 1983, personally appeared before me, the undersigned Notary Public, Abigail Thornton, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS MY SEAL.

Bernice N. Bennett
Notary Public in and for the State
of Washington residing at Richland



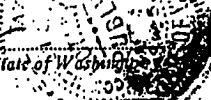
STATE OF WASHINGTON, }
County of *Benton* } ss.

On this *21st* day of *April*, before me, the undersigned,
a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared
Max Burrup and
to me known to be the President and Secretary, respectively, of

the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and
voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that
he was authorized to execute the said instrument and that the seal affixed is the corporate seal of said
corporation.

Witness my hand and official seal hereto affixed the day and year in this certificate above written.

Luella Taylor
Notary Public in and for the State of Washington
residing at



TL-142 R2 2/74

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Nelava & Gale
214 "G" Torbett
80-292

VOL 401 PAGE 1056

830856 600

PROTECTIVE COVENANTS
OF
KEENE VILLAGE SUBDIVISION

Nov 13 10 00 AM '80

VENNER MILLER, AUCTIONEER
RECORDED IN VOL 401

KNOW ALL MEN BY THESE PRESENTS:

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

SAFARIEDO TITLE INSURANCE CO.

A. These covenants are to run with the land and shall be binding on all persons claiming under them until March 1, 1990, at which time said covenants shall be automatically extended for successive 10 year periods unless by vote of a 60% majority of the then owners of the lots, owner ship of one lot entitling the owner thereof to one vote, it is agreed to change said covenants in whole or in part. Any election for change of these covenants or for the appointment of any committee herein provided shall be held at a convenient location in the city of Richland upon 10 days notice of said election served by regular mail addressed to the property address and shall be conducted according to the rules adopted at said meeting by those in attendance. A 60% majority vote shall be sufficient to change an item in the covenants or allow a variance. Alternately, a party desiring to change covenants may contact and obtain signatures of owners of over 70% of the lots, notify all lot owners of the change and record it.

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

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

C. No lot shall be used except for residential purposes (except possibly 1 or 2 lots for community recreation and well). No building shall be erected, altered, placed, or permitted to remain on any residential lot other than one single family dwelling not to exceed two stories in height in the front, a private garage for not more than three cars, and garden storage or play houses of less than 150 square feet. During the period of construction of homes, construction storage buildings are allowable.

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

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

E. No building shall be permitted on any lot at a market value of less than \$44,000 exclusive of land, based on cost levels prevailing on the date these covenants are recorded. The floor areas of the main structures, exclusive one-story open porches and garages, shall be not less than 1100 square feet for a one-story nonbasement dwelling, 1700 square feet for a split-level dwelling (three levels), 1700 square feet for a two-story or split foyer dwelling (two levels, but excluding basement) and 1000 square feet of main structure for a dwelling with at least a half basement.

F. Purchasers of any lots or lot must begin construction within one year or by December 31, 1984, whichever is later, and construction shall be completed as to exterior appearance including finished painting and restoration of lot grade within 10 months from the date of commencement of construction. If these requirements are not met, the subdivider has the option of repurchasing the lot or lots at the original price less 10% for sale costs. Seeding of restored lot to grass, plantings or the equivalent shall be completed within 16 months from commencement of construction or ground breaking.

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

H. No offensive trade or activity shall be carried on upon any lot, nor shall anything be done which may be or become an annoyance to the neighborhood, and no inharmonious use shall be permitted. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than two square feet, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder or subdivider to advertise the property during the construction and sales period.

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

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

K. The owner of each lot shall automatically own a proportionate share in the irrigation system. After 80% of the houses are built and occupied, a Water Users Association shall be formed which will elect its own officers and Board and shall have the power to place liens on lots for non-payment of their share of irrigation system operation costs as set by the Board of the Water Users Association. Before establishment of the Water Users Association, the Developer will bill homeowners for their share of irrigation system operation costs.

State of Washington)
County of) ss.

On this 3rd day of November 1980, before me, the undersigned, a Notary Public in and for the State of Washington duly commissioned and sworn, personally appeared Jack L. Nelson & Max S. Burrup to me known to be Officers of NELSON AND GALE, INC., the Corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and on oath stated that they were authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation. Witness my hand and official seal herein affixed the day and year first above written.

Jack L. Nelson
Jack L. Nelson, President
Nelson & Gale, Inc.
Max S. Burrup
Max S. Burrup, Secretary
Nelson & Gale, Inc.

[Signature]
Notary Public in and for the State of Washington
Residing at [Address] My Commission Expires
3-29-81

State of Washington)
County of) ss.


On this 3rd day of October, 1980, before me, the undersigned, a Notary Public in and for the State of Washington duly commissioned and sworn, personally appeared Gary D. Splattstoesser & Jill H. Splattstoesser to me known to be Gary D. & Jill H. Splattstoesser H&W, the parties that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said parties, for the uses and purposes therein mentioned. Witness my hand and official seal herein affixed the day and year first above written.

Gary D. Splattstoesser
Gary D. Splattstoesser
Jill H. Splattstoesser
Jill H. Splattstoesser

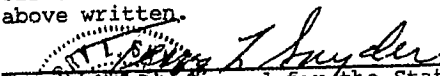
[Signature]
Notary Public in and for the State of Washington
Residing at [Address] My Commission Expires
3-25-81

State of Washington)
County of) ss.

On this 6th day of November, 1980, before me, the undersigned, a Notary Public in and for the State of Washington duly commissioned and sworn, personally appeared JOE BILANKO to me known to be an Officer of COLUMBIA FEDERAL SAVINGS & LOAN ASSOC., the Corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and on oath stated that he was authorized to execute the said instrument and that the seal affixed (if any) is the Corporate seal of said Corporation. Witness my hand and official seal herein affixed the day and year first above written.



Joe Bilanko, Vice-President
Columbia Federal Savings &
Loan Association



Notary Public in and for the State of Washington
Residence 425 1/2 1st St. N.E. My Commission Expires

