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FILED BY

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BOBBIE GAGNER
BENTON COUNTY, AUDITOR

AFTER RECORDING MAIL TO:
Mortgage Equities, Inc.
22727 Highway 99, Suite 108
Edmonds, WA 98026

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OFFICIAL RECORDS

CONDITIONS, COVENANTS AND RESTRICTIONS OF MACINTOSH MANOR

The following Declarations of Conditions, Covenants and Restrictions shall affect all of the lots contained within the MacIntosh Manor Subdivision, more particularly described as follows:

1-3399-401-1688-004

Lots 1 through 13 of MacIntosh Manor Phase One, as per the plat thereof recorded in Volume 14 of Plats, Page 122; Records of Benton County, Washington and

Lots 1 through 12 of MacIntosh Manor Phase Two, as per the plat thereof recorded in Volume 15 of Plats, Page 56; Records of Benton County, Washington.

The following covenants, restrictions, reservations, conditions and agreements shall run with the land and shall be binding upon and inure to the benefit of all parties hereto, their successors and assigns and all persons claiming upon them and shall be a part of all transfers and conveyances of the property within such platted areas as if set forth in full in such transfers and conveyances. Such reservations, conditions, agreements, covenants and restrictions shall be binding and effective for a period of 30 years from the date hereof, at the end of which time they shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots within such platted area has been recorded, agreeing to change said covenants and restrictions in whole or in part; EXCEPT, however, if prior to such 30 year date, it appears to be to the advantage of this platted subdivision that the then restrictions should be modified, then and in that event, any modification desired may be made by affirmative vote of 70% of the then owners of lots within this subdivision and evidenced by suitable instrument filed for public record; or if such event occurs during the development period such modification or waiver of non-conformity may be evidenced by special permission granted by writing by the primary developers, or their successors as developers without such vote of other owners, provided, however, that such modification or waiver shall not affect the provisions of paragraph No. 1 of the following:

OFFICIAL RECORDS

1. **LAND USE:** No lot shall be used except for residential purposes.

2. **BUILDING LOCATION:** No building shall be located on any lot subject to set-back from front, side and rear lot lines, except to conformity with the planning regulations and requirements of the municipal government having jurisdiction within the area in which this subdivision is located.

3. **COMPLETION:** Construction of any dwelling shall be completed including exterior decoration within 1 year from date of the start of such construction. All lots shall subsequent to purchase from the developers and prior to the construction of improvements thereon, be kept in a neat and orderly condition and free of brush, vines, weeds and the grass thereon cut or mowed at sufficient intervals to prevent creation of a nuisance or fire hazard.

4. **EASEMENTS:** Easements for the installation of utilities, drainage facilities and irrigation are reserved as shown on the official plat recorded herewith. The area included in said easements shall be maintained in as attractive and well-kept condition as the remainder of the lot.

5. **NUISANCES:** No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be nor may become an annoyance or nuisance to the neighborhood. Yard and grounds shall be maintained in a neat and sightly fashion at all times. No parking or dismantling of inoperable vehicles or equipment shall be permitted on any lot. No cars, trucks, trailers, recreation vehicles, commercial vehicles, boats, mobile homes, or truck campers shall be stored or parked on the public streets. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs or cats may be kept provided that they are not kept, bred or maintained for any commercial purpose.

6. **TEMPORARY STRUCTURES:** No structures of a temporary character, trailers, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporary or permanently.

7. **SIGN:** No sign of any kind shall be erected, maintained or displayed to the public view on any lot, except one professional sign not larger than 18 by 24 inches, advertising the property for sale or rent, or sign used by the developers or a builder to advertise the property during the initial sales and construction period. This restriction, however, shall not be construed to prohibit ornamental plates designating the name of the resident or owners thereof.

8. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers, pending collection and removal. All incinerators or other equipment for the temporary storage or disposal of such material shall be kept in a clean and sanitary condition.

9. **EXISTING STRUCTURES:** No existing structure, residential or otherwise, shall be moved onto any lot in said subdivision, nor shall any dwelling therein be occupied prior to its completion.

10. **OIL AND MINING OPERATIONS:** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, minerals excavations or shafts be permitted upon or in any lot. No derrick or other structure designed of use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

11. **STRUCTURE SIZE:** Minimum structure size is to be 1,080 square feet, not including garage square footage. All houses to have two-car garage minimum. All fencing to be per local building code. Roofing is to be minimum 20 year FHA-VA approved 3 tab.

12. **EXTERIOR SIDING:** Lap siding is required on the front of the house. T1-11 is acceptable on the sides and rear of the houses.

13. **ENFORCEMENT:** The failure on the part of any of said parties affected by these restrictions at any time to enforce any of the provisions hereof shall in no event be deemed a waiver thereof, or any part thereof, or of any existing violation thereof, nor shall the invalidation of any of said reservations, conditions, agreements, covenants and restrictions by judgment or court order affect any of the other provisions hereof, which shall remain in full force and effect.

14. **MACINTOSH MANOR PHASE II** will not have a Homeowners Association. All streets are public.

Should any suit or action be instituted by any of said parties to enforce any of said reservations, conditions, agreements, covenants and restrictions to restrain the violation of any thereof, after demand for compliance therewith or for the cessation of such violation, and failure to comply with such demand, then and in either of said events and whether such suit or action be reduced to decree or not, the party instituting such suit or action shall be entitled to recover from the defendants therein such sum as the court may adjudge reasonable attorney fees in such suit or action, in addition to statutory costs and disbursements.

Pursuant to Article VI, Section 1 of that Declaration of Covenants and Restrictions for the Plat of MacIntosh Manor which was recorded January 4, 1993 under Auditor's File No. 93-96, said Declaration of Covenants and Restrictions for the Plat of MacIntosh Manor is replaced in whole by the preceding Conditions, Covenants and Restrictions of MacIntosh Manor.

Approved by:

Mortgage Equities, Inc.

By John H. Lovick, EXEC. VICE PRES.
Property Owner

Lots 1,5,6,8 and 13 MacIntosh Manor Phase One
Lots 1 through 12 MacIntosh Manor Phase Two
Lot Numbers or Street Address

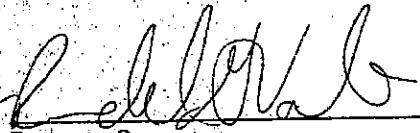
8/22/96
Date

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Pursuant to Article VI, Section 1 of that Declaration of Covenants and Restrictions for the Plat of MacIntosh Manor which was recorded January 4, 1993 under Auditor's File No. 93-96, said Declaration of Covenants and Restrictions for the Plat of MacIntosh Manor is replaced in whole by the preceding Conditions, Covenants and Restrictions of MacIntosh Manor.

Approved by:



Property Owner

4517 W. Grand Ronde Avenue
Lot Number or Street Address

8/31/96
Date

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Approved by:

Phyllis Shapiro

Property Owner

4511 W. Grand Ronde

Lot Number or Street Address

9-7-96

Date

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Approved by:

Patricia D. Anderson

Property Owner

Lot #12, 4606 W. Grande Ronde Ave.

Lot Number or Street Address

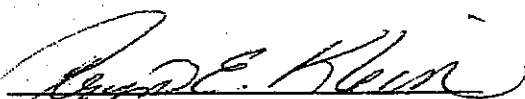
October 12, 1996

Date

OFFICIAL RECORDS

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Approved by:



Property Owner



Lot Number or Street Address




Date

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Approved by:



Property Owner

503 N WILLIAMS
Lot Number or Street Address

9-9-96
Date