

We, the undersigned, R. H. Hassan and Marion K. Hassan, husband and wife, owners of Marion Estates, being located in the County of Benton, State of Washington, described as follows:

A parcel of land situated in the Southeast Quarter of Section 33, Township 9 North, Range 29 East, W.M., being portions of Tract 31 and Tract 44 of HIGHLANDS PLAT A as recorded in volume 2 of Plats, page 2, records of said County, and being more particularly described as follows: Beginning at the Northeast corner of said Tract 31, thence South 01° 01' 45" West a distance of 482.00 feet to the true point of beginning; thence continuing South 01° 01' 45" West a distance of 652.84 feet; thence South 89° 22' 00" West a distance of 649.65 feet to a point on the West line of said Tract 44; thence North 00° 58' 45" East a distance of 663.61 feet; thence South 89° 41' 00" East a distance of 650.00 feet to the true point of beginning.

hereby make the following declarations as to limitations, restrictions and uses to which the lots and/or tracts constituting said addition and the described property may be put, hereby specifying that said declaration shall constitute covenants to run with all of the land, as provided by law, and shall be binding on all parties and all persons claiming under them, for the benefit and limitation upon all future owners of said addition, and the above described property, this declaration of restrictions and covenants being designed for the sole purpose of keeping said addition desirable and suitable in architectural design and use.

The plat as platted and the dedication heretofore made are to be governed by the following restrictions and covenants which shall be binding on all parties and all persons claiming under them until January 1, 2000, AD, at which time said covenants shall be automatically extended for a successive period of ten years unless by vote of the majority of the then owners of the lots herein described, it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs, or assigns, shall violate or attempt to violate any of the restrictions and covenants, it shall be lawful for any other person or persons owning any real property hereinabove described to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, 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 effect any of the other provisions which shall remain in full force and effect.

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

The architectural control committee is composed of:

R. H. Hassan
Marion K. Hassan
D. F. James

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee the remaining members shall have full authority to designate a successor. None of the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to the covenant. At any time, the then recorded owners of a majority of the lots shall have the power to change the membership of the committee or withdraw from the committee or restore to it any of its powers and duties.

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative fails to approve plans and specifications within 30 days after these have been submitted to it, the related covenants will be deemed to have been complied with.

2. All lots in the tract described herein are to be used, known and described as residential lots, and no structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family dwelling and appurtenant structures.

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CHECKED BY

James W. How & Assoc.

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DEPUTY 350
RECORDED IN VOL. _____

3. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall, at any time, be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

4. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

5. The grantors, for themselves and their successors and assigns, dedicated easements for public utility purposes, and the utility easement strips shown in the recorded plat. Said easements are hereby granted to maintain, construct or repair domestic and irrigation water pipelines, telephone lines and lines for the delivery of electrical energy as the same are constructed and installed at the time of the conveyance of each of the lots in said plat. Whenever the use of said easements or any of them shall cease, the same shall revert to the owner of the land affected by said easements.

6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, or exceed a total of two animals per household.

7. No sign of any kind shall be placed or displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent. However, during the construction and sales period, signs used by all builders or developers to advertise the property may be permitted if not more than 32 square feet in size. The original subdivision sign may be 64 feet in size.

8. Each individual lot owner endeavors to cooperate with all other owners within the above described property at all times for the purpose of maintaining the residential standards created by these covenants and preventing the creation of any nuisance or offensive, noisy or illegal trade, calling or transaction to be done, suffered or permitted upon any land conveyed within said property above described.

9. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearances including finished painting all wood structures within one year of date of commencement of construction.

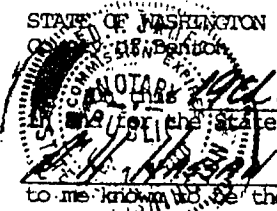
10. No lot shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage of disposal of such material shall be kept in a clean and sanitary condition.

11. Any fencing in the area of this subdivision, if provided, shall be of a decorative nature with a height of not more than that allowed by the City of Kennewick Building Department.

SAGEBRUSH DEVELOPERS, INC.

R. H. Hassan
R. H. HASSAN, President

Marion K. Hassan
MARION K. HASSAN, Secretary



This 14th day of May, 1978, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Marion K. Hassan and R. H. Hassan to me known to be the President and Secretary, respectively, of

Sagebrush Developers, 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 ~~the~~ 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 hereto affixed the day and year first above written.

D. F. [Signature]
Notary Public in and for the State of Washington
residing at Kennewick