

Filed for Record at Request of and
After Recording return to:

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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS

FOR

MONTECELLO ESTATES
PASCO, WASHINGTON

Know all men by these presents: Jim Paul and Kathy Paul owner of the real property described as MONTECELLO ESTATES, recorded in Franklin County, Washington, do hereby make restrictions and covenants which run with the land shall be binding upon all parties and all persons. These protective covenants and restrictions are being designed for the purpose of keeping said addition desirable, uniform and suitable in architectural design and use as herein specified.

1. **LAND USE AND BUILDING TYPES:** No lot shall be used except for a residential purpose. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling and one out building not to exceed two stories in height, even no more than 42 feet in height, and a private garage for no more than four cars including an RV.
2. **ARCHITECTURAL CONTROL:** No building shall be erected, placed, or erected on any lot until construction plans and specifications and a plan showing the location of the structure on the land is approved by the Architectural Control Committee as to the quality of workmanship and harmony of external design with existing structures, and as to location with respect to and finish grade elevation. All fences must be approved by the Architectural Control Committee. The Architectural Control Committee is composed of:

JIM PAUL

KATHY PAUL

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. Neither the members of the committee nor its designate 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 through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore it any of its powers and duties. The committees' approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fail to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, of no suit to enjoin the construction had been commenced prior to the completion thereof, approval will be required and the related covenants shall be deemed to have been fully complied with.

The Architectural Control Committee shall not be held responsible or liable for covenants violations by lot owners, nor shall the Committee be liable for design and plan approvals that have been given due consideration.

3. **DWELLING QUALITY AND SIZE:** It being the intention and purpose of the covenants to assure that all dwellings shall be of quality, workmanship and materials substantially the same, or better than that which is produced on the date these covenants are recorded and the minimum cost stated herein for the minimum permitted dwelling size. The floor area of the main structure, exclusive of one story porches and garages, shall not be less than 2000 square feet on the main level. A two story dwelling shall not be less than 1800 square feet on the main level, exclusive of porches and garages, and not less than 800 square feet on the second level. A dwelling with a basement or partial basement shall have minimum living space on the main level of not less than 2000 square feet. All structures shall have a three (3) car garage minimum, four (4) car garage maximum including an RV bay. The out

building shall match the house construction, including siding and roofing and shall comply with Franklin County codes.

- A. **ROOFING:** All dwellings shall have, clay tile, simulated tile or asphalt shingles with a minimum of a thirty-year warranty. A minimum roof pitch of 6/12 will be allowed or an architectural distinctive design approved by the Architectural Control Committee.
 - B. **SIDING:** The residence shall be of double wall construction with no vertical or lap siding allowed. Construction shall consist of stucco, brick, or an architectural distinctive design such that meets the approval of the Architectural Control Committee.
4. **BUILDING LOCATION:** No building shall be located on any lot nearer to the front, side or rear lot line that is required by the Franklin County Zoning Code. The house setback must be different than the houses on both sides of your property.
 5. **LOT AREA AND WIDTH:** No lot shall be subdivided or divided into more than one lot.
 6. **CONSTRUCTION TIME:** Grantor conveys these lots for the near term construction of dwellings only. The dwelling shall be completed no later than nine months after commencement. If for some reason construction cannot start within twelve months after conveyance, approval must be obtained from the Architectural Control Committee and the lot shall be maintained to Franklin County Code standards. Lot must be cut and free of standing weeds. No trash shall be allowed to accumulate or remain on lot.
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7. **MAINTENANCE:** Each and every structure erected in said plat shall be maintained at all times in a neat and clean condition in reference to the exterior.
 8. **TEMPORARY STRUCTURES:** No trailer, basement, shack, tent, barn or other out buildings erected on the lot shall at any time be used as a residence, temporary or permanently, nor shall any structure of a temporary character be used as a residence. Only trailers of less than 50 feet can be stored on any lot. Motor homes are also included in this. Storage of such trailers and motor homes shall be screened from view that is in a manner approved by the Architectural Control Committee.
 9. **ADDITIONAL STRUCTURES:** All additional structures must conform to standards established by the Architectural Control Committee and the approval must be obtained by said committee before construction begins. Any Satellite TV receiver or other similar device may be constructed provided that it is screened from view or neighboring lots. All such additional structures shall not exceed the height of the residence located upon the lot. Any additional outbuildings including barns and

shops shall be of the same construction as the primary house structure including identical roofing and siding.

10. **RIGHT OF WAY AREA:** The area shall be planted and maintained by each lot owner. Sod shall be planted or placed in these areas and shaped for drainage.

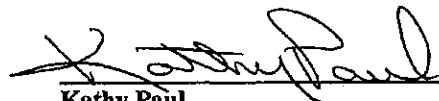
(Road Section diagram to go here)
11. **LIVESTOCK AND POULTRY:** No livestock or poultry allowed. No exotic zoo animals. Dog and cats allowed. No commercial kennels or animal businesses allowed on property. All animals allowed within these limitations must be adequately fenced or restrained to keep animals from straying.
12. **SIGNS:** No sign shall be erected or maintained upon any lot without the prior consent of the residential or the Architectural Control Committee. The property owner may display such signs for public elections or to advertise that the property is for sale or lease. Such signs may not be larger than six square feet. Signs used by the builders or developers to advertise the property during construction and the sales period may not be more than 32 square feet.
13. **TREES:** No non-hybrid elm, poplar or cottonwood trees shall be permitted to grow within the entire plat.
14. **GARBAGE AND REFUSE DISPOSAL:** At no time shall garbage, rubbish, or noxious materials be placed, stored or allowed to accumulate in an unenclosed container for any period of time. All garbage, rubbish or noxious materials shall be hauled away and disposed of in a lawful manner not less frequently than once per week.
15. **PARKING:** No street parking of any RV, trailer, boat, camper, truck or cars except those of visitors. Parking of all vehicles must be contained within each property owner's lot no nearer than the minimum setback line. No junk, abandoned or non-running vehicles allowed. No automobile repair shops allowed.
16. **OCCUPANCY:** No private dwelling house erected on any lot shall be occupied until made to comply with the approved plans, the requirement herein, and all other covenants, conditions, reservations and restrictions herein set forth.
17. **ENFORCEMENT:** For a violation or a breach of any of these Reservations and Restrictions by any person, the Architectural Control Committee, the owner of the lot in the subdivision, or any of them jointly or severally, shall have the right to proceed at law or in equity to collect damages or to compel a compliance with the terms hereof or to prevent the violation or breach of any covenant herein. If the plaintiff prevails in such litigation against the violator, the plaintiff shall also be entitled to

17. **ENFORCEMENT:** For a violation or a breach of any of these Reservations and Restrictions by any person, the Architectural Control Committee, the owner of the lot in the subdivision, or any of them jointly or severally, shall have the right to proceed at law or in equity to collect damages or to compel a compliance with the terms hereof or to prevent the violation or breach of any covenant herein. If the plaintiff prevails in such litigation against the violator, the plaintiff shall also be entitled to reasonable attorney fees and cost occurred in such litigation. If the Architectural Control Committee brings a suit in law or equity for damages or to compel a compliance with the terms hereof or to prevent a violation or breach hereof, then the violator shall be responsible for all attorney fees and cost and when such damages, fees and costs are assessed, the same shall become a judgment in favor of the plaintiff or the Architectural Control Committee, as the case may be, and the same shall be a lien against the lot upon which the violation occurred. Suit to recover damages and attorney fees and costs shall be maintainable without foreclosing or waiving the lien securing the same. In the alternative, the holder of such judgment shall be entitled to foreclose a lien in the same manner as is provided for the foreclosure of mechanic's and material man's liens under the laws of the state of Washington, Chapter 64-04, Revised Code of Washington, and any amendments thereto. In any action to foreclose a lien, the same shall include a reasonable sum for the attorney fees and all costs and expenses reasonably incurred in preparation for and in the prosecution of such action in addition to the taxable costs permitted by law.
18. **AMENDMENTS:** This Declaration of Restrictive Covenants can be amended in whole or part in writing by 60 percent or more of the lot owners in said plat. Such amendments to be effective must be recorded in the office of the AUDITOR OF FRANKLIN COUNTY, WASHINGTON.

Dated: 19 day of JUNE 2008



Jim Paul



Kathy Paul

NO NOTARY