

94 32322

FILED BY

OCT 3 4 36 PM '94

BOBBIE GAGNER
BENTON COUNTY, AUDITOR

MORNINGSIDE AT KENNEWICK PARK
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS, AND EASEMENTS

WHEREAS, Declarants are the owners of certain real property situated in the City of Kennewick, County of Benton, State of Washington, described below, and known and platted as Morningside, A Planned Development (hereafter "Morningside"); and

WHEREAS, Declarants, by this instrument, intend to create certain protective covenants, conditions and restrictions binding upon ownership at Morningside;

NOW, THEREFORE, the Declarants do hereby establish the following protective covenants, conditions and restrictions:

ARTICLE I

Definitions

1. "Declarants shall mean Grace Investments, Inc., a Washington Corporation, their successors and assigns.
2. "Owner" shall mean the owner of record, whether one or more persons or entities of a fee simple title to any Lot which is a part of Morningside. Declarants shall be considered an owner within this definition for so long as they own any properties within Morningside or any property subsequently annexed thereto.
3. "Lot" shall mean plots of land designated for residential use within Morningside and identified on the plats thereof by Arabic numerals.

mail
The Johnson Group
8500 Hoge Blvd Ste A
Kennewick, WA 99336

4. "These Covenants" shall mean the Protective Covenants, Conditions and Restrictions set forth in this Declaration, as the same may be amended and supplemented from time to time in accordance with the provisions of this Declaration.

ARTICLE II

Property Subject to These Covenants

1. Initial Development. Declarants hereby declare that all of the real property described below is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to these covenants.

Morningside, A Planned Development, as per plat thereof recorded in Volume 14 of Plats, Page 184, records of Benton County.

The above property together with other real property from time to time annexed thereto and made subject to these covenants shall constitute Morningside.

2. Annexation of Subsequent Phases of Morningside. Declarants may from time to time annex to Morningside any adjacent real property now or hereafter acquired by it. The annexation of such additional phases shall be accomplished as follows:

- a. The Declarants shall record a declaration which shall, among other things, describe the real property to be annexed, establish any additional or different limitations, restrictions, covenants and conditions which

are intended to be applicable to such property, and declare that such property is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to these covenants.

b. The property included by any such annexation shall thereby become a part of these covenants.

c. Notwithstanding any provision apparently to the contrary, a declaration with respect to any annexed area may:

(1) Establish such new land classifications and such limitations, restrictions, covenants and conditions with respect thereto as Declarants may deem to be appropriate for the development of such annexed property subject to applicable municipal regulations.

(2) With respect to existing land classifications, establish such additional or different limitations, restrictions, covenants and conditions with respect thereto as Declarants may deem to be appropriate for the development of such annexed property subject to applicable municipal regulations.

ARTICLE III

Formation of Homeowners' Association

1. Formation. Until seventy percent (70%) of the platted lots have sold, the functions of the Homeowner's Association described below shall be conducted by the Committee of Land Owners as identified in Article VII herein. After the sale of seventy percent (70%) of the platted lots, the Owners shall form a Homeowner's Association.

2. Membership-Voting. All persons owning or acquiring a residential building Lot at Morningside shall automatically become members of Morningside Homeowners' Association. Such ownership shall be the sole qualification for membership. Membership is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a Lot within said real property. Upon transfer of a fee interest to, or upon the execution and delivery of a real estate contract for the sale of any Lot, the membership in the Association shall be deemed transferred to the grantee, contract purchasers or new contract purchaser, as the case may be. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot owned by more than one person shall be exercised as they among themselves shall determine, but in no event shall more

than one vote be cast with respect to any Lot. When one person owns more than one Lot, he shall cast a separate vote for each Lot owned.

3. Function. The Association's functions shall include among other things management of common properties, administration and collection of assessments and the enforcement of liens, covenants, restrictions and easements as well as architectural control as herein set forth.

4. Management. The Association formed by these covenants shall be managed by a Board of Directors composed of three (3) members of the Association. The Association shall conduct its business in accordance with the Bylaws attached hereto as Exhibit "A". The Declarants shall constitute the initial Board of Directors.

5. Incorporation. The Association may be incorporated upon a majority vote of its members.

6. Liability. Neither the Association nor any member thereof shall be liable to any owner, occupant, builder or Declarant for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the Association or a member thereof, provided only that the member has, in accordance with the actual knowledge possessed by him, acted in good faith. The Association shall obtain liability insurance coverage appropriate to the functions undertaken by them as set forth in these Declarations.

ARTICLE IV

Common Properties

The common properties at Morningside are identified in the recorded plat described in Article II. Such right of use and enjoyment shall be appurtenant to and shall pass with title to, or contract purchaser's interest in, any Lot or designated parcel of property within said plat of record, subject to such restrictions regarding use as are duly adopted by the Association.

ARTICLE V

Assessments1. Creation of Lien and Personal Obligation for Assessments.

Each owner or contract purchaser of any Lot or Lots within Morningside, by acceptance of a deed or real estate contract herein, whether or not it shall be so expressed in such deed or other conveyance, is deemed to covenant and agree to pay to the Association monthly assessments and special assessments for the purposes hereafter set forth. This agreement to pay shall be the personal obligation of each owner or contract purchaser. No sale or transfer of any lot shall extinguish the personal obligation of the transferor for amounts falling due prior to sale or transfer. This personal obligation for assessments is in addition to the lien described below.

All assessments, together with interest and collection costs including reasonable attorney's fees) shall be a continuing lien upon the property against which each such assessment is made. The

date of the priority of said continuing lien shall be as of the date of the assessment. Each assessment, together with such interest, costs of collection thereof and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner or contract purchaser of such property at the time when the assessment fell due. The foregoing lien shall be subordinate to the lien of any underlying real estate contract, first mortgage or deed of trust. No sale or transfer of any Lot shall affect any lien hereunder which has already attached or which relates to any assessment which has already become due, nor shall any sale or transfer relieve such Lot from liability for any assessments thereafter becoming due.

2. Purpose of Assessment. The assessments shall be used exclusively for the benefit of common properties including, without limitation, the construction, establishment, improvement, repair and maintenance of the common property, and lighting and plantings.

3. Amount of Monthly Assessments. There shall be no assessments until the Declarant has sold at least seventy percent (70%) of the residential Lots. Thereafter, the amount of the monthly assessments shall be determined initially by the owners at a special meeting called for this purpose on or after January 15, 1995, or as determined by the Committee of Land Owners. Said monthly assessments may be increased by the Board of Directors with the consent of two-thirds (2/3) of Lot owners. The monthly assessment, once determined by the Board of Directors may be

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increased by the Association without the consent of said two-thirds (2/3) owners in the Association in an amount not to exceed twenty percent (20%) per year.

4. Special Assessment for Capital Improvement. In addition to the assessments authorized in Section 3 above, the Association, through its Board of Directors, may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common areas or property used for the common benefit, provided that any such special assessment shall have the assent of eighty percent (80%) of the owners.

5. Effect of Non-Payment of Assessment - Remedies. If any assessment is not paid within thirty (30) days after it becomes due and payable, the assessment shall bear interest from the date on which it is due at the rate of twelve percent (12%) per annum and the Association may bring an action at law against the person personally obligated to pay the same and/or foreclose or lien against the property, and interest, costs and reasonable attorney's fees of such action shall be added to the amount of the assessment and all sums shall be included in any judgment or decree entered in such suit. No owner or contract purchaser shall be relieved of liability for the assessments provided for herein by non-use of the common property or abandonment of his Lot.

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6. Exempt Property. The following properties shall be exempt from the assessment:

- a. All properties dedicated to and accepted by local public authority; and
- b. All common property.

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

ARTICLE VI

Residential Covenants

1. Use. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single family dwelling with an attached two or three car garage. The structure shall not exceed two and one-half stories in height or 30 feet. The foregoing provisions shall not exclude construction of a private greenhouse, storage unit, private swimming pool or a shelter or port for the protection of such swimming pool, or for the storage of a boat and/or camping trailer kept for personal use, provided location of any such structure is in conformity with the applicable municipal regulations, and is compatible in design and decoration with the residence constructed on such Lot. The provisions of this section shall not be deemed to prohibit the

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right of any homebuilder to construct residences on any Lot, to store construction materials and equipment on said Lots in the normal course of construction and to use any single family residence as a sales office or a model home for purposes of sales in Morningside or any property annexed thereto.

2. Dwelling Size. The ground floor area of a one-story dwelling, exclusive of open porches and garage shall not be less than 1,265 square feet. In the event of a multi-level or two story dwelling, the principal living level(s) shall have a minimum living space of not less than 858 square feet, exclusive of open porches and garages. Deviations to this policy must be approved by the Committee of Land Owners.

3. Building Setbacks. All dwellings shall be located 20 feet from the front Lot line, the rear dwelling line shall be at least 20 feet from the rear Lot line (unless waived in writing by Committee of Landowners or the Association), and the dwelling shall be located at least ten (10) feet (garage side) and five (5) feet (non-garage side) from each side Lot line. Eaves can encroach into property line setback, however, an eave cannot encroach into the setback if the setback is part of an easement. On corner Lots, the side yard shall be a minimum of twenty (20) feet on the side abutting the street. For the purpose of setback determinations, all Lots which are bordered on one side by a public street and on an adjacent side by a cul-de-sac shall be considered corner Lots.

4. Easements. Easements for installation and maintenance of utilities and irrigation facilities are reserved, as shown on the recorded plat. An easement for utilities is reserved over a ten (10) foot wide strip along the front of all lots and an easement for irrigation over the rear ten (10) feet of each Lot unless otherwise noted on the recorded final plat. The easements must be kept free and clear of any structures, buildings, dwellings, or other obstructions. The easements of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot except for those improvements for which a public authority or utility company is responsible.

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

6. Temporary Structures. Except during construction, no structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence whether temporarily or permanently.

7. Parking. No trailer, camper, mobile home, recreational vehicle, commercial vehicle, bus, truck, (other than standard size pickup truck), inoperable automobile, boat or similar equipment, and no vehicle which is in an extreme state of disrepair, shall be permitted to remain upon any Lot, dedicated street or other area

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within the Property, other than temporarily (for purposes of loading and unloading of passengers or personal property), unless placed or maintained within an enclosed garage. Exempt from the foregoing are boats, campers and recreational vehicles which may be stored in driveways or along side garages from Memorial Day through Labor Day. Commercial vehicles shall not include sedans, service vans, or standard size pickup trucks which are used both for business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Board. No noisy or smoky vehicles shall be operated on the Property. No off-road unlicensed motor vehicles shall be maintained or operated upon the Property, except as reasonably necessary to the execution of the rights or duties of the Declarant or the Association under this Declaration. No goods, equipment, material, supplies or vehicles used in connection with any trade, service, or business, wherever conducted, shall be kept, parked, stored, dismantled or repaired outdoors on any Lot, or on any dedicated street within the Project.

8. Fences. In no event shall side yard fences project beyond the front walls of any dwelling or garage. Fences shall be constructed of wood and shall not detract from the appearance of the dwelling houses located upon the adjacent Lots or building sites or be offensive to the owners or occupants thereof. In no event shall any fence exceed six (6) feet in height from the

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finished Lot grade. All fences shall be constructed so that only finished exterior surfaces are visible from adjacent properties. No interior supports, framing partitions, or any other hardware shall be visible from adjacent properties.

9. Recreation. Driveway basketball hoops are acceptable. All activities shall be restricted to Lots or common areas specifically designated by the Committee of Landowners or Association. Activities conducted in any street or cul-de-sac turnaround will be considered a nuisance.

10. Signs. No signs shall be erected on any Lot except that not more than one "For Sale" or "For Rent" sign placed by the Owner, the Declarants or by a licensed real estate agent, not exceeding twenty-four (24) inches high and thirty-six (36) inches long, may be temporarily displayed on any Lot. This restriction shall not prohibit the temporary placement of a professional sign by the Declarants, any of which must comply with the City of Kennewick sign ordinances.

11. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred, or maintained on any Lot. Indoor household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. Outdoor household pets are restricted to two dogs and/or three cats per household who shall not be allowed to run loose or at large.

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12. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers and out of public view. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No environmentally unsafe product such as motor oil, antifreeze, gasoline, etc., shall be flushed down or dumped into any sewer or street.

13. Antennas and Service Facilities. Exterior antennas shall not be permitted to be placed upon the roof of any structure on any Lot so as to be visible from the street in front of said Lot. Clothes lines and other service facilities shall be screened so as not to be viewed from the street. No satellite dishes shall be allowed.

14. Completion. Construction of any dwelling shall be completed, including exterior decoration within eight (8) months from date of the start of construction. All Lots shall be kept in a neat and orderly condition and free of brush, vines, weeds, debris, and the grass thereon cut or mowed at sufficient intervals to prevent the creation of a nuisance or fire hazard.

15. Exterior Finish. The exterior of all construction on any Lot shall be designed, built, and maintained in such a manner as to blend in with the natural surroundings, existing structures and landscaping within Morningside. Exterior colors and color combinations must be approved as provided in Article VII. Exterior

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trim, fences, doors, railings, decks, eaves, gutters, and exterior finish of garages and other accessory buildings shall be designed, built and maintained to be compatible with the exterior of the structure they adjoin. All color selections must be approved by the Committee of Land Owners.

16. Exterior Materials. Unless specifically waived in writing by the Committee of Landowners or Association, roofing material must be cedar shingle, shake, tile, or Class A 25 year composition shingle; siding material as a minimum shall be "lap" type siding of good quality on the fronts of homes and waferwood type hardboard siding in 4'x8' sheets on the rear and sides; and window encasements must be vinyl or wood. Any other exterior material must be approved as provided in Article VII.

17. Trees. At completion of construction, unless otherwise approved in writing by the Landowners Committee or Association, each Owner shall plant at least one tree that is at least one and one half inch caliper branched adjacent to the street right-of-way in the front yard. In the case of corner Lots, at least two trees shall be planted so that each side fronting on a street or cul-de-sac contains at least one tree. Such trees shall be placed in a manner equidistant from each other and from the adjacent Lot lines.

ARTICLE VII

Architectural Control

1. Committee of Land Owners. In those circumstances where a Lot Owner must obtain the approval of the Homeowner's Association, and the Homeowner's Association has not yet been formed, approval may be sought from the Committee of Landowners consisting of the following individuals: Matt Delkeskamp, Robert A. Johnson, and David Benton. When seventy percent (70%) of the platted lots are sold this Committee shall dissolve and be replaced by the Homeowner's Association. All references herein to approval by the Association shall refer to either the Committee of Landowners or the Homeowner's Association, whichever is in existence.

2. Approval of Plans by Association. No building or structure of any type or storage unit shall be commenced, erected, placed or altered on any Lot until the construction plans and specifications, and a plan showing the nature, shape, height, materials, colors, together with detailed plans showing the proposed location of the same on the particular building site have been submitted to and approved in writing by the Association. All plans and specifications for approval by the Association must be submitted at least ten (10) days prior to the proposed construction starting date. For purposes of architectural control, the Association shall act through it's Board of Directors. All

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decisions by the Association and its members are deemed to be final. No aggrieved applicant shall seek relief or remedy in a court of law or through any arbitration or mediation service. The Association and its members shall be held harmless from any liability from any declined applicant.

3. Procedures. In the event the Association fails to approve or disapprove, within thirty (30) days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

4. Nonwaiver. Consent by the Association to any matter proposed to it and within its jurisdiction under these covenants shall not be deemed to constitute a precedent or waiver impairing its rights to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

5. Discretion. The Association may, at its sole discretion, withhold consent to any proposed work if the Association finds that the proposed work would be inappropriate for the particular Lot or incompatible with the design standards that the Declarants intend for any phase, or the entirety of Morningside. Considerations such as site, shape, size, color, design, height, or other effect on the enjoyment on other Lots and any other factors which the Association

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reasonably believes to be relevant, may be taken into account by the Association in determining whether or not to consent to any proposed work.

ARTICLE VIII

General Provisions

1. Term. These covenants shall run with the land with respect to all property within Morningside and any subsequently annexed properties and shall be binding on all parties and all persons claiming under them until amended or revoked in the manner provided herein.

2. Amendment. These declarations, conditions and covenants can be terminated and revoked or amended only by duly recording an instrument which contains an agreement providing for termination and revocation or amendment, and which is signed by the owners of seventy percent (70%) of the platted Lots.

3. Enforcement. Enforcement shall be proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations or to recover damages. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any action to enforce any provision herein shall recover a reasonable sum as attorney fees and costs of the action.

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4. Severability. 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.

5. Heirs, Assigns, Personal Representatives, and Successors in Interest Bound. Unless and until amended, changed, revoked or terminated as above provided, the provisions hereof shall remain in full force and effect as covenants, restrictions, easements, rights, liens, and encumbrances running with the land and binding upon the Real Property and any and all parts thereof, all Owners and other parties in interest thereto and their heirs, assigns, personal representatives and successors in interest. Accepting an interest in and to any portion of the Real Property shall constitute an agreement by any person, firm or corporation accepting such an interest, that they and each of them shall be bound by and subject to the provisions of this instrument.

6. No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants contained in this Declarant are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenant. Any Owner acquiring a Parcel in reliance on one or more of such restrictive covenants shall assume all risks of the validity and enforceability thereof and, by acquiring the Parcel agrees to hold Declarant harmless therefrom.

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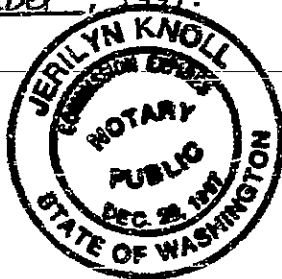
IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hand this 1st day of APRIL, 1994.

Robert A. Johnson
Robert A. Johnson

STATE OF WASHINGTON)
COUNTY OF Benton)ss.

On this 29th day of September, 1994, personally appeared before me Robert A. Johnson, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the purposes therein mentioned.

GIVEN UNDER my hand and official seal this 29th day of September, 1994.



Jerilyn Knoll
Notary Public in and for
the State of Washington,
residing at 1907 W. 9th Kennewick, WA
My Commission expires:
December 20, 1997

BYLAWS
FOR
MORNINGSIDE AT KENNEWICK PARK

ARTICLE I

Board of Directors/Officers

Section 1.1 Administration of the Association shall be by a Board of three (3) directors elected from among Morningside at Kennewick Park owners. This board shall elect a president, vice-president, and secretary/treasurer from among its members.

Section 1.2 Special meetings of the Board of Directors may be called by any director on three (3) days notice to each director, and personal attendance of any director shall constitute waiver of notice by such director. The annual meeting of the directors shall be held in conjunction with the annual meeting of the owners. Other meetings of directors may be called and held at any time and place.

Section 1.3 A majority of the qualified directors shall constitute a quorum for the convening of a meeting and conduct of business of the directors.

Section 1.4 Directors are elected annually at the Owners Meeting described at Bylaws Article II.

Section 1.5 No director/officer shall receive compensation for serving as a director/officer.

Section 1.6 The president shall preside at all meetings of the Association and of the Board of Directors and may exercise the powers ordinarily allocable to the presiding officer of an association, including the appointment of committees. In the absence or inability of the president, the vice-president shall perform the functions of president. The secretary shall keep minutes of the Association and keep such books and records as may be necessary and appropriate for the records of the association and its board. All correspondence pertaining to the Association shall be signed by the president.

Section 1.7 The treasurer shall maintain a bank account for the funds of the Association and deposit therein all assessments and other funds of the owners; association, keeping accurate records thereof and disbursing the same only for purposes of the Association and as approved by the Board of Directors.

Section 1.8 Directors may be removed or replaced at any time by a majority vote of the members.

EXHIBIT "A"

ARTICLE II

Owners' Meeting

Section 2.1 There shall be an annual meeting of the owners in the first quarter of each year beginning in 1995 at such reasonable place and time as may be designated by written notice of the Board delivered to the owners no less than ten (10) days prior to the date fixed for said meeting.

Section 2.2 At such annual meeting the Directors shall submit to the membership its budget for the coming year.

Section 2.3 All members may vote in person or by written proxy.

Section 2.4 A special meeting of the owners shall be called by the President of the Association upon direction of the Board or by Petition signed by no less than ten percent (10%) of the membership. Notice of special meetings shall be in writing and shall be mailed at least ten (10) days prior to the meeting.

ARTICLE III

Amendments

These Bylaws may be amended by the Association at an annual or special meeting, or, if not, by mail, notice of which has included notification of the proposed amendments, by the favorable vote of at least sixty percent (60%) of the owners.

Dated at Kennewick, Washington, this 1st day of April, 1994.

Morningside at Kennewick Park

By: Robert A. Johnson
President

By: Robert A. Johnson
Secretary

EXHIBIT "A"

94 32323

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Oct 3 4 38 PM '94

BOBBIE GAGNER
BENTON COUNTY, AUDITOR

**FIRST AMENDMENT
TO
MORNINGSIDE AT KENNEWICK PARK
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS**

THIS FIRST AMENDMENT is made and entered into by GRACE INVESTMENTS, INC., a Washington corporation, (hereinafter referred to as the "Declarant").

WHEREAS, the Declarant has heretofore executed the Morningside at Kennewick Park Declaration of Protective Covenants, Conditions, Restrictions and Easements (hereinafter referred to as the "Covenants"), dated April 1, 1994, which are applicable to certain real property situated in the City of Kennewick, County of Benton, State of Washington, known and platted as Morningside, a Planned Development, according to the Plat thereof recorded in Volume 14 of Plats, page 184, records of Benton County, Washington, (said real property being hereinafter referred to as "Morningside"); and

WHEREAS, The Covenants were recorded on Oct 3, 1994, under Benton County Auditor's Recording No. 9432322; and

WHEREAS, the Declarant is now the owner of more than seventy percent (70%) of the platted lots in Morningside; and

WHEREAS, MATT DELKESKAMP has resigned as a member of the Committee of Landowners formed under Paragraph 1 of Article VII of the Covenants;

NOW, THEREFORE, the Covenants are hereby amended as follows:

1. Committee of Landowners. From and after this date, the Committee of Landowners under Paragraph 1 of Article VII of the Covenants shall be comprised of ROBERT A. JOHNSON, DAVID BENTON and ALVA R. ("Dick") SANDERS.

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The Johnson Group
8500 Stage Blvd.
Kennewick, WA 99336

2. **Terms.** All of the terms and provisions of the Covenants as herein amended remain in full force and effect and are hereby affirmed and ratified.

IN WITNESS WHEREOF, the Declarant hereto has executed this First Amendment as of the ___ day of October, 1994.

"Declarant":

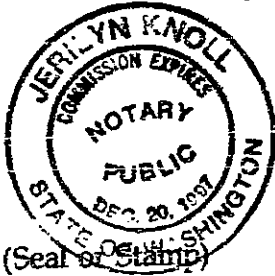
GRACE INVESTMENTS, INC.,
a Washington corporation

By: Robert A. Johnson
ROBERT A. JOHNSON, President

STATE OF WASHINGTON)
County of Benton) ss.
)

I certify that I know or have satisfactory evidence that ROBERT A. JOHNSON is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the President of GRACE INVESTMENTS, INC., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 3rd day of October, 1994.



Jerilyn Knoll
(Signature)
Jerilyn Knoll
(Print Name)

NOTARY PUBLIC
My appointment expires December 20, 1997

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BOBBIE GAGNER
BENTON COUNTY, AUDITOR

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**SECOND AMENDMENT
TO
MORNINGSIDE AT KENNEWICK PARK
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS**

THIS FIRST AMENDMENT is made and entered into by GRACE INVESTMENTS, INC., a Washington corporation, (hereinafter referred to as the "Declarant").

WHEREAS, the Declarant has heretofore executed the Morningside at Kennewick Park Declaration of Protective Covenants, Conditions, Restrictions and Easements (hereinafter referred to as the "Covenants"), dated April 1, 1994, which are applicable to certain real property situated in the City of Kennewick, County of Benton, State of Washington, known and platted as Morningside, a Planned Development, according to the Plat thereof recorded in Volume 14 of Plats, page 184, records of Benton County, Washington, (said real property being hereinafter referred to as "Morningside"); and

WHEREAS, The Covenants were recorded on October 3, 1994, under Benton County Auditor's Recording No. 94 32322; and

WHEREAS, the Covenants were amended by a First Amendment dated October __, 1994, which was recorded on October 3, 1994, under Benton County Auditor's Recording No. 94 32323; and

WHEREAS, the Declarant is now the owner of more than seventy percent (70%) of the platted lots in Morningside; and

WHEREAS, the Declarant desires to further amend the Covenants;

NOW, THEREFORE, the Covenants are hereby amended as follows:

-mail
The Johnson Group
8500 Stage Blvd, Ste A
Kennewick, Wa. 99334

1. **Building Setbacks.** The second sentence of Paragraph 3 of Article VI of the Covenants is hereby amended to read in its entirety as follows:

Eaves and cantilevered chimneys can encroach into property line setback, however, an eave or cantilevered chimney cannot encroach into the setback if the setback is part of an easement.

2. **Signs.** The last sentence of Paragraph 10 of Article VI of the Covenants is hereby amended to read in its entirety as follows:

This restriction shall not prohibit the temporary placement of a professional sign by the Declarant or by any licensed contractor actively engaged in the construction of residential homes within Morningside, any of which must comply with the City of Kennewick sign ordinances.

3. **Terms.** All of the terms and provisions of the Covenants as herein amended remain in full force and effect and are hereby affirmed and ratified.

IN WITNESS WHEREOF, the Declarant hereto has executed this Second Amendment as of the 7th day of October, 1994.

"Declarant":

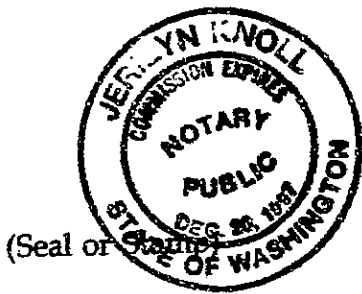
GRACE INVESTMENTS, INC.,
a Washington corporation

By: Robert A. Johnson 10-7-94
ROBERT A. JOHNSON, President

STATE OF WASHINGTON)
) ss.
County of Benton)

I certify that I know or have satisfactory evidence that ROBERT A. JOHNSON is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the President of GRACE INVESTMENTS, INC., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this ___ day of October, 1994.



Jerilyn Knoll (Signature)
Jerilyn Knoll (Print Name)

NOTARY PUBLIC
My appointment expires 12-20-97

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Filed for Record at the Request of:
Robert A. Johnson
Grace Investments, Inc.
8500 Gage Blvd., Suite A
Kennewick, WA 99336

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FILED BY

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BOBBIE GAGNER
BENTON COUNTY, AUDITOR

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**THIRD AMENDMENT
TO
MORNINGSIDE AT KENNEWICK PARK
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS**

THIS THIRD AMENDMENT is made and entered into by GRACE INVESTMENTS, INC., a Washington corporation, (hereinafter referred to as the "Declarant") and NORTHWARD HOMES, INC., a Washington corporation.

WHEREAS, the Declarant has heretofore executed the Morningside at Kennewick Park Declaration of Protective Covenants, Conditions, Restrictions and Easements (hereinafter referred to as the "Covenants"), dated April 1, 1994, which are applicable to certain real property situated in the City of Kennewick, County of Benton, State of Washington, known and platted as Morningside, a Planned Development, according to the Plat thereof recorded in Volume 14 of Plats, page 184, records of Benton County, Washington, (said real property being hereinafter referred to as "Morningside"); and

WHEREAS, The Covenants were recorded on October 3, 1994, under Benton County Auditor's Recording No. 94 32322; and

WHEREAS, the Covenants were amended by a First Amendment dated October __, 1994, which was recorded on October 3, 1994, under Benton County Auditor's Recording No. 94 32323; and

WHEREAS, the Covenants were further amended by a Second Amendment dated October 7, 1994, which was recorded on October 17, 1994, under Benton County Auditor's Recording No. 94-33609; and

CHICAGO TITLE INSURANCE CO.

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WHEREAS, the parties hereto are now the owners of more than seventy percent (70%) of the platted lots in Morningside; and

WHEREAS, the parties desire to further amend the Covenants;

NOW, THEREFORE, the Covenants are hereby amended as follows:

1. **Amount of Monthly Assessments.** The following sentence is added to Paragraph 1 of Article V of the Covenants:

All monthly and special assessments shall be equal in amount as to each Lot.

2. **Use.** The first sentence of Paragraph 1 of Article VI of the Covenants is hereby amended to read in its entirety in accordance with the first sentence hereinafter set forth and the subsequent sentences hereinafter set forth are hereby added to Paragraph 1 of Article VI of the Covenants:

No Lot shall be used except for residential purposes, with the exception of Lots 8, 9, 10 and 11 of Block 3, which may be used for the purpose of a parking lot of the adjacent church. Said church is located on the property described as Latter Day Saints Church Site, Volume 14 of Plats, page 63, records of Benton County, Washington. For so long as said Lots are being used for the purpose of a parking lot: (i) no access to said Lots shall be permitted from Oklahoma Street to said Lots; (ii) the owner(s) of said Lots shall maintain a six (6) foot high cedar fence in good condition and repair along the entire north boundary of Lot 8, along a line which is twenty (20) feet west of the entire east boundary of Lots 8, 9, 10 and 11, along the entire south boundary of Lot 11 and along the seventeen (17) foot portion of the west boundary of Lot 12 (connecting with the existing fence on the south boundary of the church site); and (iii) the owner(s) of said Lots shall maintain a twenty (20) foot landscaped buffer along the east boundary of Lots 8, 9, 10 and 11. The fence and landscaping shall be kept in good condition and repair for so long as said Lots are used for the purpose of a parking lot.

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3. Dwelling Size. The first sentence of Paragraph 2 of Article VI of the Covenants is hereby amended to read in its entirety as follows:

The ground floor area of a one-story dwelling, exclusive of open porches and garage, shall not be less than 1,095 square feet.

4. Parking. The second sentence of Paragraph 7 of Article VI of the Covenants is hereby amended to read in its entirety as follows:

Exempt from the foregoing are boats, campers and recreational vehicles which may be stored in driveways or along side garages from Memorial Day through Labor Day and boats, campers and recreational vehicles which may be stored throughout the year if behind a fence that completely blocks the view thereof from the ground level of adjacent Lots and streets.

5. Fences. The last two sentences of Paragraph 8 of Article VI of the Covenants are hereby amended to read in their entirety as follows:

All fences shall be constructed so that only finished exterior surfaces are visible from adjacent properties and streets. No interior supports, framing partitions or any other hardware shall be visible from adjacent properties and streets.

6. Antennas and Service Facilities. The last sentence of Paragraph 13 of Article VI of the Covenants is hereby amended to read in its entirety as follows:

Satellite dishes shall be allowed only if eighteen (18) inches or smaller in diameter, of inconspicuous color and inconspicuously located.

7. Completion. A sentence is added at the end of Paragraph 14 of Article VI of the Covenants to read in its entirety as follows:

All landscaped areas of Lots shall be watered at reasonable intervals and maintained so as to be attractive in appearance.

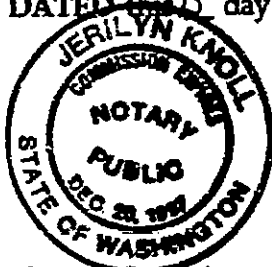
8. Terms. All of the terms and provisions of the Covenants as heretofore amended and as herein further amended remain in full force and effect and are hereby affirmed and ratified.

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STATE OF WASHINGTON)
County of Benton) ss.

I certify that I know or have satisfactory evidence that Richard A. Gilroy is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the President of NORTHWARD HOMES, INC., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 5th day of Sept, 1995.



(Seal or Stamp)

Jerilyn Knoll

(Signature)
Jerilyn Knoll

(Print Name)

NOTARY PUBLIC
My appointment expires 12-20-97.