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FILED BY

**Protective Covenants, Conditions and Restrictions of  
Orchard Crest, Phase II subdivision, Kennewick, WA**

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HEIDI LAGNER  
BENTON COUNTY, AUDITOR

1. The following covenants, conditions and restrictions apply to lots 1- 35 Orchard Crest, Phase II subdivision, Kennewick, WA.
2. All lots in the subdivision shall be known as residential lots.
3. **BUILDING SIZE.** Minimum square footage for the heated living area for a single family living unit, excluding garage, enclosed patios or decks, attics or unheated storage areas shall be as follows: (a) one story: 1100 square feet; (b) two story: 1,600 square feet with a minimum of 800 square feet on the main level.
4. **EASEMENTS.** Easements for the installation of utilities and drainage facilities are reserved as shown on the official plat recorded herewith. The area included in said easement shall be maintained in an attractive and well kept condition as the remainder of the lots.
5. **NUISANCES.** 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. No trailer, basement, tent, shack, garage, or other outbuildings erected in the tract shall be at any time used as a residence temporarily or permanently. No fence or wall more than 5 feet in height shall be permitted to extend nearer to any street than the minimum set back line. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one foot square and one sign of not more than 5 feet square advertising property during the construction of said subdivision.
6. **GARAGES.** Each home shall have an enclosed two-car garage which shall not be converted to additional enclosed living space.
7. **ANTENNAS AND SATELLITE DISHES.** No exterior mounted television or radio antennae or satellite dish or disc for the purpose of transmitting or receiving communication signals shall be installed or maintained on any portion of the property. Satellite dishes shall be permitted provided they are less than 36" in diameter and not visible from the street or neighbor's yard.
8. **TRASH COLLECTION AND STORAGE.** All trash and garbage shall be deposited in closed containers to be picked up by sanitary service crews whom the owner contract. No garbage, trash or other waste shall be burned or incinerated on the property.
9. **VEHICLES.** No automobiles or other vehicles shall be left standing in an inoperable condition or jacked up on blocks or dismantled on the lots or in the streets of said subdivision. No trucks, (except pick up trucks or 1 ton weight or less), house trailer, motor home, camper, boat or trailers of any type shall be stored or parked on any streets or driveways of said subdivision. Such

vehicles must be kept within a fenced side or back yard. Temporary parking of 24 hours or less will be permitted for the sole purpose of loading and unloading only.

10. **LIVESTOCK AND POULTRY.** No animals, livestock or poultry of any kind shall be raised, bred or kept. Household pets such as cats or dogs may be kept provided they are not kept, bred or maintained for any commercial purpose.

11. **LANDSCAPING REQUIREMENTS.** The front yard landscaping of each lot and the side yard landscaping of each corner lot must be completed within three (3) months from the date of occupancy. In the event of harsh weather conditions, extension of deadline may be granted. All rear yard landscaping must be completed within six (6) months from date of occupancy. Each owner shall maintain the landscaping and yard areas in an attractive appearance and free from insects and diseases; each owner shall provide for the timely replacement of lost plant life and bark dust, and trimming and pruning of plant material to prevent an overgrown look.

12. **ENFORCEMENT, SEVERABILITY AND TERMS.** Any owner of lots in said subdivision shall have the right to enforce, by any proceeding at law, or in equity, the restrictive covenants imposed by this declaration. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way invalidate any other provisions on this declaration, which shall remain in full force and effect. This declaration shall apply to all living units and lots in ORCHARD CREST PHASE II and shall be binding on all lot owners, their heirs, successors and/or assigns for a period of thirty (30) years from the date this declaration is recorded; thereafter they shall automatically be extended for successive periods of ten years.

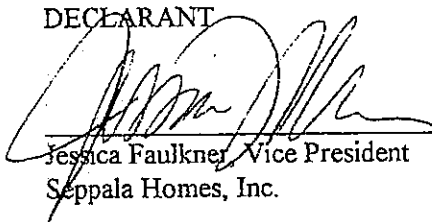
13. **OWNER'S OBLIGATION.** The owner of a lot will be responsible for maintaining the exterior appearance of the living unit and lot in an attractive manner. The owner of a lot will be responsible for keeping roadways and adjoining lots clean and free of debris arising from construction activities or maintenance of a lot or building.

14. **VACANT LOTS.** All vacant lots and lots with partially constructed improvements shall be kept clear of any construction debris and weeds. Grass shall be kept mowed and not allowed to grow to a height of more than 6 inches.

15. **AMENDMENTS.** This declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the lot owners within ORCHARD CREST PHASE II. Any amendments must be recorded with the Clark County Recorders Office.

DATED THIS 11<sup>th</sup> DAY OF JUNE, 1996

DECLARANT

  
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Jessica Faulkner, Vice President  
Seppala Homes, Inc.