

After Recording Mail to:

STEWART TITLE
303 E 16TH STREET
VANCOUVER, WASHINGTON 98663
DONNA ANDERSON

BENTON-FRANKLIN TITLE CO 15⁰⁰

CTC-sherri -DA Document Title(s) (or transaction contained therein): 1. DECLARATION OF COVENANTS AND 2. RESTRICTIONS OF ORCHARD 3. CREST PHASE 4 AND 5 4.
Reference Number(s) of Documents assigned or released: (Additional Reference #'s on page ___ of document(s))
Grantor(s) (Last name first, then first name and initials): 1. BUSH, MORRIS A. 2. HOLLAND, JAMES I. 3. 4. 5. Additional names on page ___ of document
Grantees(s) (Last name first, then first name and initials): 1. ORCHARD CREST CREST 2. THE PUBLIC 3. 4. 5. Additional names on page ___ of document
Legal Description (abbreviated: i.e. lot, block, plat or section, township, range): PTN NORTHEAST QUARTER OF 24-8-29 Additional legal description is on page ___ of document
Assessor's Property Tax Parcel/Account Number: Assessor Tax # 1-2489-100-0009-006 1-2489-100-0009-006
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein. cover 11/00

DECLARATION OF COVENANTS AND RESTRICTIONS
OF
ORCHARD CREST PHASE 4 AND 5

The following covenants, restrictions, reservations, conditions and agreements shall run with the land and shall, be binding upon and ensure 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 transfer and conveyances.

Such reservations, conditions, agreements, covenants and restrictions shall be binding and effective for a period of 20 years from the date hereof at the end of which time they shall be automatically extended for successive periods of ten years unless platted area has been recorded agreeing to change said covenants in whole or in part EXCEPT however, if prior to such 20 year date, it appears to the advantage of this platted subdivision that these restrictions should be modified, then and in that event any modifications desired may be made by a majority 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 (development period defined as the period of the time from the date this document is executed and recorded up to date of completion of separate residential building lots located in Orchard Crest) such modification or waiver of nonconformity may be evidenced by special permission granted in writing by an appointed successor, without such vote of other owners provided, however, that such modification or waiver shall not affect the provisions of Paragraph No. 1 as follows:

1. LAND USE AND BUILDING TYPE: 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 detached single family dwelling together with a private garage for not less than two cars. However, the foregoing provisions shall not be interpreted to exclude construction of private swimming pool, or a shelter or port for the protection of a typical garden shed provided the location of such structures are in conformity with the applicable municipal regulations, are compatible in design or

decoration with the residence constructed on such lot. These extra buildings must also use Hardi Plank siding on all four sides.

2. DWELLING SIZE: The main floor area for one-story dwelling structure exclusive of basements, open or screened porches and attached garages shall not be less than 1300 square feet. Multi-level dwelling structures shall contain a minimum floor area of 1600 square feet with all levels exclusive of garage area, basements, open or screened porches.

3. EXTERIOR WALL CONSTRUCTION: Full Hardi Plank siding on all four sides.

4. ROOFING MATERIAL: Roofing material shall be a minimum 25 year composition, dark gray/black or comparable.

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

6. COMPLETION: Construction of any dwelling shall be completed including exterior decoration within 6 months from date of start of 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.

7. FENCE: No fence or hedge on any lot boundary line shall exceed six (6) feet in height above the grade on which it is situated, and no fence shall be situated forward of the front yard set-back line as determined by the then current applicable municipal set-back regulations, except that a privacy entry court screening may extend into the set-back area a minimum distance of three (3) feet from the set-back line. All fencing to be cedar and all fencing to be concurrent. One coat clear stain same color as entry fence.

8. EASEMENTS: Easements for the installation of utilities, drainage facilities and berms 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.

9. NUISANCES: No noxious or offensive activity shall be carried on or upon any lot nor shall anything be done thereon which grounds shall be maintained in a neat sight fashion at all times. No parking or dismantling of inoperable vehicles (boats, mobile homes, mobile trailer, truck camper) be storage-parked on any lot or

parked within front set back of building line. All recreational vehicles and trailers must be shielded from public view by sight obscuring fence or garage.

10. **TEMPORARY STRUCTURES:** No structure of a temporary character, including trailer of any type, tent shack garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

11. **SIGNS:** No signs of any kind shall be erected, maintained or displayed to the public view on any lot, except a professional sign not larger than one square foot, or a sign no larger than 18 x 24 inches advertising the property for sale or rent, or signs used by the developers or a builder to advertise the property restriction, however, shall not be construed to prohibit ornamental plates designating the name of the resident or the owners thereof.

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

13. **EXISTING STRUCTURES:** No existing structure, residential or otherwise, shall be moved onto any lot in said subdivision, or shall any dwelling thereon be occupied prior to its completion.

14. **OIL AND MINING OPERATIONS:** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or on any lot, not shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

15. **LIVESTOCK AND POULTRY:** No animals, livestock or poultry of any kind will be raised, bred, or kept on any lot, except that not more than 2 dogs, 2 cats or other usual household pets may be kept provided that they are not permitted to cause damage, constitute a nuisance or run at large in the neighborhood. No pets will be allowed to run loose except within a fenced yard.

16. **ENFORCEMENT:** The failure on the part of any party affected by these restrictions at any time to enforce any of the provisions hereof shall in no event be deemed a waiver thereof, not shall the invalidation of any of said reservations, conditions, agreements, covenants, and restrictions by judgment of court order affect any of the other provisions hereof, which shall remain in full force and effect.

17. **ATTORNEY'S FEES:** Should any suit or action be instituted by any party affected by these restrictions to enforce any of these reservations, conditions,



agreements, covenants, and restrictions, or 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 reduces to decree or not, the party instituting such 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, or appeal thereof, in addition to statutory costs and disbursement.

18. OVERHEAD ANTENNAS: No antennas of any kind except for local TV or radio station receiver antennas. No satellite dishes or similar devises larger than eighteen (18) inches and cannot be located on front of home.

19. LANDSCAPE: The front yard must be landscaped within six (6) months from the date of closing of sale of home. Each lot to have one (1) flowering tree with diameter of not less than 1¼ inches.



2002-015530

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BENTON FRANKLIN TITL CDV

15.00 Benton County

IN WITNESS WHEREOF, the undersigned have caused this Declaration of Covenants and Restrictions to be executed 4-18 2002.

BUSH HOLLAND, LLC.

Morris A. Bush
Morris A. Bush - member

James I. Holland
James I. Holland - member

STATE OF WASHINGTON

}
} SS.
}

County of Clark

I certify that I know or have satisfactory evidence that Morris A. Bush and James I. Holland are the persons who appear before me, and said persons acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as a member of Bush Holland, LLC. to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: 4-19-02

Faith M. Ivie

Name (typed or printed): Faith M. Ivie
NOTARY PUBLIC in and for the State of
Washington

Residing at Vancouver

My appointment expires: August 1, 2003



All that portion of the Northeast quarter of Section 24, Township 8 North, Range 29 East, W. M., lying Southerly of the Plats of Garfield Heights, according to the plat thereof recorded in Volume 14 of Plats, page 12; Orchard Crest Phase 1, Orchard Crest Phase 2 and Orchard Crest Phase 3, according to the plats thereof recorded in Volume 15 of Plats, page 24, 41 and 72, respectively, records of Benton County, Washington; more particularly described as follows:

Beginning at the Southwest corner of the Northwest quarter of said Section 24; thence North 00°36'46" East, 120.93 feet; thence South 89°56'14" East, 30.00 feet to the most Southerly corner of Lot 1 of the said plat of Orchard Crest Phase 1; thence along the Southeasterly boundary of said Phase 1 the following courses and distances:

North 46°19'42" East, 165.01 feet;
South 89°56'57" East, 52.00 feet;
North 00°03'03" East, 12.21 feet;
North 88°10'44" East, 133.07 feet;
North 77°50'28" East, 103.50 feet;
North 46°19'42" East, 563.92 feet;
North 43°40'18" West, 10.00 feet;
North 46°19'42" East, 204.00 feet;
South 43°40'18" East, 125.00 feet;
South 58°10'23" East, 100.64 feet;
North 69°50'57" East, 111.55 feet;
North 33°54'14" East, 176.66 feet;
North 43°40'18" West, 103.30 feet;

thence along the Southerly line of said Orchard Crest Phase 2 the following courses and distances:

South 89°36'02" East, 418.38 feet;
South 00°23'58" West, 24.41 feet;
South 42°33'21" East, 133.13 feet;
South 87°54'04" East, 162.00 feet;
North 50°00'07" East, 134.48 feet;
North 04°17'27" West, 203.66 feet;

thence along the Southerly line of said Orchard Crest Phase 3 the following courses and distances:

South 72°34'59" East 270.43 feet;
South 00°23'59" West 30.00 feet;
South 35°17'23" East 166.50 feet;
North 76°13'52" East 228.30 feet, more or less, to the East line of said Section 24;

thence South 00°23'59" East along the East line of said Section 24, 949.23 feet, more or less, to the Southeast corner of the Northeast quarter of said Section 24;
thence North 88°45'41" West 2,615.54 feet, more or less, to the point of beginning.

Except the West 30 feet thereof decided to Benton County for road purposes by instrument recorded June 3, 1976 under Auditor's File No. 703895 records of said County.