

SINGING WOODS

317

Know all men by these presents; That Donald L. Rizzuto and Myrle L. Rizzuto, being the owners of the following described property situated in the county of Benton, State of Washington, to-wit:

Singing Woods

do hereby make said property subject to the following protective covenants and restrictions, which restrictions and covenants run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1996, at which time said covenants and restrictions shall be automatically extended for successive periods of ten years. 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 residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot which is not consistent with the "RM-8000" zoning requirements for the City of Kennewick. No house trailers shall be allowed to stop on the property.
2. Architectural control: 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 or workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence, wall, hedge or mass planting other than foundation planting shall be erected, placed or altered on any lot nearer to the street than the minimum building setback line unless similarly approved.

The architectural control committee is composed of:

Donald L. Rizzuto
Myrle L. Rizzuto
John Wilde

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 the full authority to designate a successor. Neither 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 to withdraw from the committee or restore to it 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 or disapprove within 30 days after plans and specifications have been submitted to it, or in any event no suit to enjoin the construction has been commenced prior to the completion

therof, the related covenants will be deemed to have been complied with.

3. Dwelling cost, quality and size: No Dwelling shall be permitted on any lot at a cost of less than 32,000 dollars exclusive of land, based upon cost levels prevailing at the date these covenants are recorded, being the intent and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which prevails the date these covenants are recorded. The ground floor area of the main structure, exclusive of one-story open porches and garages shall be not less than 1150 square feet for a one story building, not less than 900 square feet for a split level dwelling (all three levels). All structures shall have sidewalks along the street side of the lots installed at the time of construction.

Any dwelling or structure erected on any lot shall be completed as to external appearance within nine months from the date of commencement of construction.

No structure erected elsewhere may be moved upon any lot in this plat.

4. Building location: No building shall be located on any lot nearer to the front, side, or rear lot lines than is required by the City of Kennewick building and zoning code.

5. Lot area and width: No lot shall be re-subdivided or divided into more than one lot, with the exception of Lots 19,20,21,22, and 47 which have been set aside for future multi-family sites or cluster housing sites.

6. Time allowed to build after lot purchase: Grantor conveys these lots for immediate construction of dwellings only, it being understood that twelve months from conveyance is considered a reasonable length of time to allow for commencement of construction. Owners of lots shall be expected to keep lots free of weeds and growth. Seeding of grass or equivalent ground cover shall be completed within one year of commencement of construction.

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 exterior appearance. All lawns and landscaping shall be maintained and kept in the same manner.

8. Soil Disposition: Excess soil will not be transferred to any other lot or removed from Singing Woods, without the express permission of owners and developers.

9. Nuisances: No noxious or offensive activity shall be carried on upon any lot., nor shall anything be done thereupon which may become an annoyance or nuisance to the neighborhood.

10. Temporary structures: No structure of a temporary character, trailers, tent, basement, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently without the permission of owners and developers.

11. Signs: No sign of any kind shall be displayed to 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 construction and sales period, a builder may display a sign of not more than thirty-two square feet.

12. Oil and mining: No oil drilling, oil development operations, oil refining, quarrying or mining operations shall be permitted upon or in any lot.

13. Livestock and poultry: No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except dogs and cats may be kept provided they are not kept, bred or maintained for any commercial purposes.

14. Easements: The grantors for themselves and their successors and assigns dedicate easements for public utility purposes over the public utility easement strips designated in the plat, and over the rear five feet of each lot. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities (or which may damage or interfere with the installation and maintenance of utilities) or which may change the direction or flow of drainage channels in the easements. The easement area of each lot and all improvements which a public authority or utility is responsible for.

15. Garbage and refuse disposal: No lot shall be used or maintained as dumping ground for rubbish, trash, garbage or other waste. Trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.


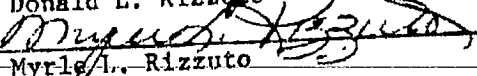
16. Water and sewer: No individual water or sewer system shall be permitted on any lot.

17. Protective screening: No fence, wall, hedge or mass planting shall be permitted that is over six feet in height, and any such planting shall be for privacy only and not to obstruct the view of a neighboring dwelling.

18. Breach: If the parties hereto, or any of them, or their heirs or assigns shall violate any of the covenants herein it shall be lawful for any other person or persons owning real property situated in the aforesaid plat to prosecute any proceedings at law or in equity against the person or persons violating any such covenant, and prevent him or them from doing so or to recover damages or other dues for such violation.

Invalidation of any one of the aforesaid covenants shall in no wise affect any of the other provisions which shall remain in full force and effect

Dated this 30 day of NOV., 1976


Donald L. Rizzuto

Myrtle L. Rizzuto

Return to: Donald L. Rizzuto
320 N. Dayton
Kennewick, Wa. 99336



Marshall

TITLE & ESCROW

BE SURE TO ORDER YOUR TITLE
AND ESCROW FROM MARSHALL

783-2101

www.marshalltitle.com

SEP 2 9 18 AM '92

RESERVATIONS AND RESTRICTIVE COVENANTS
SUN RIDGEA. HER
EDITOR

UNITED BUILDERS OF WASHINGTON, INC., a Washington Corporation, referred to in this instrument as the Subdivider declares and states:

TO THE PUBLIC:

Subdivider has applied for and received approval of a Preliminary Plat of 52 residential lots located in Benton County, Washington known as Sun Ridge, of the property described as:

Lot 2, as delineated on Short Plat No. 1775, recorded under Benton County Auditor's File No. 92-3499, being a portion of the Southwest quarter of the Southeast quarter of Section 4, Township 8 North, Range 29 East, W.M., records of Benton County, Washington.

Subdivider hereby declares that all of the properties described above shall be held, sold and conveyed subject to the Restrictions and Covenants in this instrument which are for the purpose of protecting the value and desirability of the lots and are to run with the land and shall be binding upon all parties and all persons owning lots in Sun Ridge or claiming under them until perpetuity.

If the owners of Sun Ridge lots or any one of them, or their heirs or assigns, shall violate any of the covenants in this instrument, it shall be lawful for any other person owning real property in the subdivision to prosecute any proceedings at law or in equity against the person or persons violating any of the covenants, and either to prevent him from so doing and/or to recover damages for the violation, or both, together with a reasonable attorney's fees to the prevailing party.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

1. RESIDENTIAL PROPERTY. No lot or lots within Sun Ridge shall be used for other than single-family residence purpose.
2. The ground floor area of the main dwelling shall be not less than 1,200 square feet for a one-story dwelling and 1300 square feet for two stories, with at least 800 square feet of foundation area, exclusive of garage, covered walks and open porches. Each dwelling shall have a minimum of a two (2) car garage.
3. COMMITTEE. The Subdivider shall appoint three (3) persons to an Architectural Control Committee. Plans should be sent to P.O. Box 9488, Yakima, Washington 98909.

The Committee will accept or reject a complete plan package within ten (10) days of submission.

4. APPROVAL OF PLANS. When plans for construction are submitted to the Committee for approval, the package should include the following:

Mail to United Builders of Wa., Inc.

P O Box 9488

Yakima, Wa. 98909

1. Floor plans - including all exterior elevations.
2. Specifications - particularly - exterior sidings and roof coverings.
3. Exterior paint colors (include color chips of the brand of paint to be used. The Committee reserves the right to reject paint.)
5. VEHICLE STORAGE. No trucks, except pick-up trucks, shall be stored in open view.
6. NUISANCES. No offensive activities shall be carried on upon any lot, nor shall anything be done thereon which would be public or private nuisance. No horses, cattle, swine, goats, poultry, fowl or other farm animals shall be kept on any lot. No signs or other advertising, except standard real estate "For Sale" signs, shall be displayed on any lot.
7. GOVERNMENT LIMITATIONS. All lot owners shall comply with the requirements of the City of Kennewick zoning ordinances and all other federal, State and local laws, ordinances and regulations affecting the property.
8. CONSTRUCTION. Any structure being built or placed on any lot shall be completed as to external appearance, including painting, and a certificate of occupancy obtained within twelve (12) months from the time a City building permit is issued.
9. REMEDIES FOR VIOLATIONS - INVALIDATIONS. For a violation of a breach of any of these Reservations and Restrictions by any person claiming by, through, or under the Subdivider, or by virtue of any judicial proceedings, the Subdivider, and the lot owners, or any of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, the Subdivider shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the property where the violation of these Reservations and Restrictions exists and summarily abate or remove the same at the expense of the owner, and any such entry and abatement or removal shall not be deemed a trespass. The failure promptly to enforce any of the Reservations and Restrictions shall not bar their enforcement. The invalidation of any one or more of the Reservations and Restrictions by any Court of competent jurisdiction in no way shall affect any of the other Reservations and Restrictions, but they shall remain in full force and effect.

‡

Should the owner fail, neglect, or refuse to satisfy and discharge any lien arising hereunder within 30 days, the Subdivider, its successors and assigns, shall have the right to interest on the liens at the rate of Twelve percent (12%) per annum and shall be entitled to receive all costs of collection, including a reasonable attorney's fee.

10. ATTORNEY FEES. In the event an attorney is employed to enforce any covenant, easement or restriction, the prevailing party shall be entitled to recover a reasonable attorney's fees and other costs.

IN WITNESS WHEREOF, United Builders of Washington, Inc., has caused this document to be signed in its name by its President and attested by its Secretary, this 1st day of September, 1992.

UNITED BUILDERS OF WASHINGTON, INC.

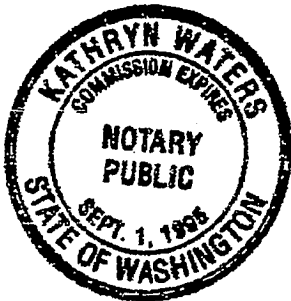
BY: Donald E. Sturgel
President

Attest: Patricia Ann Clausen
Secretary

STATE OF WASHINGTON)
) ss
County of Yakima)

On this 1st day of Sept, 1992, before me personally appeared Donald E. Sturgel and Patricia Ann Clausen who me known to be the President and Secretary, respectively of UNITED BUILDERS OF WASHINGTON, INC., the corporation that executed the within and foregoing instrument and acknowledged 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 they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Kathryn Waters
NOTARY PUBLIC in and for the
State of Washington, residing at
Yakima
My commission expires: 9-1-95