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VERIFIED BY REGISTRATION

DEPT. OF

COUNTY

341

PROTECTIVE COVENANTS RUNNING WITH LAND

FOR

THE SOUTH HIGHLANDS, DIVISION 3

Recorded JANUARY 19, 1978, under
Auditor's File No. 747993

THIS INDENTURE AND DECLARATION of Covenants running with the land, made this 19 day of JANUARY, 1978, by Columbia Pacific Resources, Inc., a Washington corporation.

WHEREAS, said parties are the owners in fee of the South Highlands, Division 3 an addition to Benton County, Washington, as recorded in Volume 12 of Plats, Page 24, Records of Benton County, which property is located in Benton County, Washington, and other adjacent lands which will be made subject to the provisions hereof.

WHEREAS, it is the desire of said parties that said Covenants be recorded and that said Protective Covenants be thereby impressed upon said land for the mutual benefit of all owners, present and future, now, therefore.

IT IS HEREBY MADE KNOWN THAT said parties do by these presents make, establish, confirm and hereby impress upon the South Highlands, Division 3, an addition to Benton County, Washington, according to plat thereof recorded in Volume 12 of Plats, Page 24, Records of Benton County, Washington, the following Protective Covenants to run with said land, and do hereby bind said parties and all of their future grantees, assigns and successors to said Covenants for the term herein after stated and as follows:

1. The area covered by these Covenants is the entire area described above.
2. 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 not to exceed two stories in height and a private garage for not more than three cars. No modular or mobile homes are allowed.
3. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1,000 square feet for a one story dwelling, nor less than 800 square feet for the ground floor for a dwelling of more than one story.
4. No building shall be located on any lot nearer to the front lot line or nearer to the side street than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 15 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 50 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line except on those lots which, due to size and shape, require averaging the minimum to 25 feet. For purposes of this Covenant, eaves, steps, open porches and chimneys shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

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5. No dwelling shall be erected or placed on any lot having a width of less than 52 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet.
6. Easement for drainage and utility facilities are reserved over a five (5) foot wide strip along each side of interior lot lines and over the rear five (5) feet of each lot. Easements for installation and maintenance of other utilities are reserved as shown on the recorded plat or other instrument of public record. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area 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.
7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become annoyance or nuisance to the neighborhood.
8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or any other outbuilding shall be used on any lot at time as a residence, either temporarily or permanently.
9. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finish painting, within 9 months from date of start of construction except for reasons beyond control in which case a longer period may be permitted.
10. No sign of any kind shall be displayed to the 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, or signs used by a builder to advertise the property during the construction and sales period.
11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.
12. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in clean and sanitary condition.
13. No individual water supply or sewage disposal system shall be permitted on any lot.
14. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in 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.

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15. No fence, wall or hedge shall be erected, placed or altered on any lot higher than 40 inches between any street and the building setback line. Necessary retaining walls may be constructed where the top does not extend more than two feet above the higher finished yard grade of said wall.
16. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any Covenant either to restrain violation or to recover damages.
17. Invalidation of any one of these Covenants by judgement or court shall in no wise affect any of the other provisions which shall remain in full force and effect.
18. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date thses Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of 10 years. Said Covenants may be amended by the recording of such an instrument that is signed by a majority of the owners of the lots.
19. ARCHITECTURAL CONTROL COMMITTEE

MEMBERSHIP: The Architectural Control Committee is composed of:

1. Wayne G. Facer 1100 Jadwin Avenue, Richland, WA
2. Gerald M. Fritts 1100 Jadwin Avenue, Richland, WA
3. John H. Hamilton 1100 Jadwin Avenue, Richland, WA

A majority of the Committee may designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. At any time, the then record 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 to it any of its powers and duties.

PROCEDURE: 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 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.

PLAT RESTRICTIONS

1. No lot or a portion of a lot in this plat shall be divided and sold or re-sold or ownership changed or transferred whereby the ownership of any portion of this plat shall be less than the area required for the use district in which located.
2. Sidewalks shall be furnished by the owner or builder of any house being constructed on any lot in the plat of The South Highlands, Division 2, Said sidewalks shall be constructed to the standard four inch depth and 48 inch width and the work is to be done during the completion of said house construction.

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IN WITNESS WHEREOF the undersigned have affixed their signatures, dated this 19 day of JANUARY, 1978.

COLUMBIA PACIFIC RESOURCES, INC.

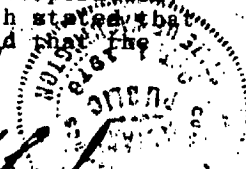
Shannon Kollmeyer
Vice President

Mike McDermott
Secretary-Treasurer

Date

STATE OF WASHINGTON)
) ss
COUNTY OF BENTON)

On this 19 day of JANUARY, 1978, before me the undersigned, a Notary Public in and for the State of Washington duly commissioned and sworn personally appeared Shannon Kollmeyer and Mike McDermott, to me known to be Vice President and Secretary Treasurer of Columbia Pacific Resources, Inc., a Washington corporation, that executed the foregoing instrument, and acknowledged the 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 he/they is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.



Wayne J. Dink
Notary Public in and for the State of Washington located in Richland
My Commission Expires Oct. 1, 1978