

RESERVATIONS AND RESTRICTIVE CONVENANTS
SUN RIDGE

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.

ch 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:

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)
County of Yakima) ss

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*