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PROTECTIVE COVENANTS
SUNLAND HEIGHTS, PHASE I

KNOW ALL MEN BY THESE PRESENTS: Sunland Investments Inc. being the owner of the real property described as Sunland Heights, Phase I according to plat thereof recorded in volume of D plats, page 125, do hereby make said real property subject to the following 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 ten years, at which time said covenants and restrictions shall automatically extend for successive periods of ten years, unless by vote of a majority of the then owners of the lots, it is agreed to change said covenants and restrictions which are designed for the purpose of keeping said addition desirable, uniform and suitable in architectural design and use as herein specified.

BREACH: If the parties hereto or any of them or their heirs or assigns shall ever violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any real property situated in said sub-division to prosecute any proceeding at law or in equity against the persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violations.

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

1. LAND USE AND BUILDING TYPES: No lot shall be used except for residential purpose except the portion that is zoned for condominium or commercial use at the time of final plat which will be under the City of Pasco Codes. 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, but in any event not more than twenty-five feet in height, and a garage or car port for not less than a single car.

2. ARCHITECTURAL CONTROL: No building shall be erected, placed, or altered on any lot until the construction plans and specification and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence, hedge, or mass planting (other than foundation planting), or wall shall be erected, placed or altered on any lot nearer to

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any front street or side street than minimum building setback required by the City of Pasco.

The architectural control committee is composed of:

James Canon
M. O. Rankin
Jack Hsieh

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 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 covenants. 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 it any 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 twenty days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the constructions 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.

3. DWELLING COST, QUALITY AND SIZE: No building shall be permitted on any lot at a cost of less than \$35,000.00 based on cost levels prevailing on the date these covenants are recorded. It being the intention and purpose of these covenants to assure that all dwellings shall be of quality workmanship and materials substantially the same, or better, than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1100 square feet for a one-story non basement dwelling, 1600 square feet for a split-level dwelling (900 square feet on main level and 700 square feet on lower level), 1600 square feet for a two-story (800 square feet main floor and 800 square feet upper story) excluding basements, 900 square feet of main structure for a dwelling with a full basement. All structures shall have a minimum of a single car garage.

No structure erected elsewhere may be moved intact and placed upon any lot in this entire plat, unless approved by a two-thirds majority of the then property owners, with the exception of an Armstrong or equivalent modular home.

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ROOFING: All dwellings shall have wood shake, clay tile, simulated tile or asphalt shingles with a minimum weight of 235 pounds per square.

4. **TREES AND LAWNS:** All trees and lawns shall be maintained by the property owner. Lawns shall be put in within 4 weeks after the residence is occupied. Trees shall be planted during the appropriate planting time and shall have a minimum height of 8 feet and a maximum height of 20 feet. Tree planting permits must be obtained from the City of Pasco prior to the planting. The following types of trees shall be planted along the streets:

Sweet Gum	Blireiana Plum	Liquidamer
Bechtel Flowering Crab		Red Maple
Flowering Cherry (Kwanzan)	Pauls Scarlet	Hawthorne

No non-hybrid elm, non-hybrid locust, popular or cottonwood tree shall be planted or permitted to grow within the subdivision.

5. **BUILDING LOCATION:** No building shall be located on any lot nearer to the front, side or rear lot lines than is permitted by the Pasco City Building and Zoning Code.

6. **LOT AREA AND WIDTH:** No lot shall be re-subdivided or divided into more than one lot.

7. **TIME PERMITTED TO BUILD:** Grantor conveys these lots for construction of dwellings, it being understood that 2 years from conveyance is considered a reasonable length of time to allow for commencement of construction. If the purchaser doesn't build within the time limit, then the purchaser shall list the lot or lots for sale with a local realtor at a fair market value. Owners of lots shall keep lots free of weeds and growths.

8. **MAINTENANCE:** The exterior of each and every structure in said plat shall be maintained at all times in a neat and clean fashion.

9. **NUISANCES:** No noxious or offensive trade, or activity is permitted in said plat.

10. **TEMPORARY STRUCTURES:** No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on the lot at any time shall be used as a residence temporarily or permanently, nor shall any temporary structure be used as a residence. Only trailers of less than thirty feet may be stored on any lot and only when said trailer is the property of the owner and occupant of the residence of that lot.

11. **LIVESTOCK AND POULTRY:** No zoo animals, animals, livestock or poultry of any kind shall be raised, bred or

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kept on any lot, except that dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

12. SIGNS: No signs of any kind shall be placed or displayed to the public view on any lot except a professional sign of not more than one square foot, or one sign or not more than five square feet advertising the property for sale or rent. However, signs used by builders or developers to advertise the property during the construction and sales period, may be erected but may not exceed thirty-two square feet in area.

13. GARBAGE AND REFUSE DESPOSAL: At no time shall garbage, rubbish or noxious materials be placed, stored or allowed to accumulate in an unenclosed container for any period of time.. All enclosed garbage, rubbish or noxious materials shall be hauled away and disposed of in a lawful manner at least once a month.

14. EASEMENTS: The grantor for themselves and their successors and assigns dedicate easements for public utility purposes, over the public utility easement strips as shown in the recorded plat. Said easements are hereby granted to maintain, construct, reconstruct, and repair sewer lines, domestic water and irrigation water lines, telephone lines and lines for the delivery of electric energy as the same are constructed and installed at the time of the conveyance of each of the lots in said plat.

15. GENERAL: Omitting restrictions herein, if any, based on race, color, religion, or national origin.

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RECORDED IN VOL. 170

OF OFFICIAL RECORDS

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IN THE COUNTY OF FRANKLIN

STATE OF WASHINGTON

APR 27 1983

DEVA J. BOKRUM AUDITOR

FRANKLIN COUNTY, WA

DEPUTY

MAIL TO:

PO Box 7307
Kennewick, Wa. 99336

april 27, 1983
M O Rankin, sec

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