

800  
93- 252

FILED BY

JUN 6 8 54 AM '93

L. H. WAGNER  
BENTON COUNTY AUDITOR

## DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

BT-MO

THE SOUTH HIGHLANDS  
DIVISION 6-D

WEST RICHLAND, BENTON COUNTY WASHINGTON

THIS DECLARATION, made this 22<sup>nd</sup> day of December 1992, by E.A. White and Beverly White, hereinafter called "Declarant".

WHEREAS, Declarant is the owner of that certain real property in the City of West Richland, County of Benton, State of Washington, hereinafter referred to as "said property", more particularly described as follows: Lots 52 through 71, South Highlands, Division 6-D

NOW THEREFORE, the Declarant does hereby declare that all of said property is and shall be held, sold, conveyed and occupied upon and subject to the conditions, covenants, restrictions, reservations and easements hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said property. These conditions, covenants, restrictions, reservations and easements constitute covenants to run with the land and shall be binding upon all present and future owners of the property until canceled or modified as herein provided.

1. All Lots in said tract shall be known and described as residential Lots and no structures shall be erected, altered or placed or permitted to remain on any said Lots, when their use is other than residential.
2. All structures and buildings erected on said Lots must be completed within 6 months from start of construction.
3. Landscaping materials must be installed in front yard immediately upon completion of the home; weather permitting. Rear yard landscaping shall be installed within six months unless area is completely fenced.
4. Parking of recreational vehicles within the front yard setback or in the street, except for the temporary purpose of loading and unloading, is prohibited. Recreational vehicles, in this case, shall include travel trailers, motor homes, campers not placed on vehicles, boats, and off-road vehicle trailers.
5. No lot shall be used for or maintained as a dumping ground for rubbish. All containers or other equipment for the storage or disposal of waste materials, rubbish, or garbage shall be kept in a clean and sanitary condition.
6. On each of the lots in the subdivisions, all television cables, telephone service wire connections to the main telephone system and all power connections to the main power system must be placed underground. No antennas allowed on roof tops.
7. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood, nor shall any lot be used for commercial purposes.
8. No livestock or fowl will be permitted on said property with the exception of household pets.
9. No fence, wall or hedge shall be erected, placed or altered on any lot higher than 40 inches between the 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.
10. This declaration may be amended is such amendment is approved by the Owners of at least seventy-five percent (75%) of the Lots. For as long as Declarant remains the Owner of one (1) or more Lots, this Declaration may not be modified, added to, amended or repeated so as to eliminate, change, or impair any rights, privileges, easements, licenses or exemptions granted therein or herein to Declarant or otherwise adversely affect Declarant without Declarant's prior written consent in each instance.

11. Any amendment shall be effective when it is duly signed by the then seventy-five percent (75%) of Lot owners of record and recorded in the official records of Benton County, Washington.

12. By accepting a conveyance of a Lot(s) in South Highlands Division 6, each owner thereby appoints the Declarant as the owner's attorney in fact for the limited and sole purpose of voting on behalf of each Owner in favor of amendments to the Declaration in order to comply with the requirements of the Federal Housing Administration, the Veterans Administration, the National Mortgage Association, the Government National Mortgage Association, the Federal Home Mortgage Loan Corporation and department, bureau, board, commission or agency of the United States or the State of Washington, or any corporation wholly owned, directly or indirectly, by the United States or the State of Washington which insures, guarantees or provided financing for Lots. Such power of attorney shall be irrevocable for terms equal to the period that Declarant owns one or more Lots in the plat. Such power of attorney is coupled with an interest.

13. Invalidation of any one 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.

14. Enforcement shall be by proceedings at Law or in equity against any person or persons violating or attempting to violate any of these covenants, either to restrain violation or to recover damages.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this 22<sup>nd</sup> day of December, 1992.

By: [Signature]  
E.A. White

By: [Signature]  
Beverly White

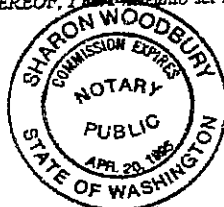
By: [Signature]  
Her Attorney in Fact

By: \_\_\_\_\_

STATE OF WASHINGTON,  
County of Benton

On this 5th day of January, 1993, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared E.A. White to me known to be the individual described in, and who executed the within instrument for him self and also as the Attorney in Fact for Beverly White and acknowledged to me that he signed and sealed the same as his own free and voluntary act and deed for him self, and also as the free and voluntary act and deed as Attorney in Fact for said Beverly White in the capacity and for the uses and purposes therein mentioned, and that said principal is not deceased nor insane.

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



[Signature]  
Notary Public in and for the State of Washington,  
residing at Pasco

ACKNOWLEDGMENT - SELF AND ATTORNEY IN FACT