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BOBBIE GARNER  
BENTON COUNTY, AUDITOR

## MUTUAL DECLARATION OF COVENANT AND RESTRICTION

BY AGREEMENT dated this 16<sup>th</sup> day of June, 1995, between LOREN K. SHARP and TERESA A. SHARP, husband and wife, hereinafter referred to as "Sharps," UNION STREET DEVELOPMENT COMPANY, INC., a Washington corporation, hereinafter referred to as "Union Street," SOUTH KENNEWICK INVESTORS, a Washington partnership, hereinafter referred to as "SKI," and ROGER GRAY AND ASSOCIATES, a Washington limited partnership, hereinafter referred to as "RGA," for the benefit of each of the above and for the benefit of the adjacent home owners as third party beneficiaries, owning real property as described as Exhibit "E" below, and,

WHEREAS, Sharps have purchased real property located in Benton County, Washington, more particularly described as Exhibit "A," attached hereto and incorporated herein by this reference; and Union Street is the owner of adjacent undeveloped real property located in Benton County, Washington, more particularly described in Exhibit "B," which is attached hereto and incorporated herein by reference; and, SKI is the owner of adjacent undeveloped real property located in Benton County, Washington, more particularly described in Exhibit "C," which is attached hereto and incorporated herein by reference; and, RGA is the owner of adjacent undeveloped real property located in Benton County, Washington, more particularly described in Exhibit "D," which is attached hereto and incorporated herein by reference; and the adjacent home owners are owners of homes and developed property more particularly described in Exhibit "E," which is attached hereto and incorporated herein by this reference, which are adjacent to the above-described real properties and, in order to promote an orderly and consistent development of the parcels of undeveloped property and to prevent the development of any

BENTON-FRANKLIN TITLE CO.

parcel in a manner which would be detrimental to the development and value of the other or that of the adjacent home owners, the parties, in consideration of the mutual covenants contained herein, and other valuable consideration, which is hereby acknowledge as received, agree as follows:

1. Declaration of Additional Covenant and Restriction:

Sharps, Union Street, SKI and RGA, on behalf of themselves, their assigns, heirs, principals, agents, and successors in interest, do hereby declare as a covenant and restriction, which will run with the title and possessory interest of that real property described in Exhibits "A", "B", "C", and "D", attached hereto and incorporated herein by reference, and the same be binding upon all parties having or in the future acquiring any right, title or interest in the above described parcels or any part thereof, and shall be for the benefit of each owner of all or any portion of the above-described property or any interest therein, including the adjacent home owners residing in Union West and Whispering Winds subdivisions (Exhibit "E"), and thereby enuring to the benefit of and be binding upon each successor in interest to the present owners thereof, in addition to or supplementary to any other covenants, conditions or restrictions presently upon the above-described land, the following restriction:


(A) Mobile, Manufactured or Modular Homes. No mobile home, manufactured home, or modular home, including those as may be more particularly described in Chapter 46.04 of the Revised Code of Washington, regardless of whether such mobile, manufactured or modular home meets or exceeds the requirements of the Uniform Building Code, shall be located, erected, placed or allowed to remain upon any lot or portion of the real property particularly described in Exhibits "A", "B", "C", and "D", attached hereto and incorporated herein by reference. Residential dwellings shall consist of on-site "stick-built" construction only.

2. Enforcement. Violation of this covenant and restriction by any of the parties, their heirs, successors or assigns shall be immediately prosecuted and said violators shall be required to cease violation, pay damages, pay all reasonable attorney's fees and costs, and refrain from any future violations. Any violation or attempted violation of the above covenants shall be unlawful and will be prosecuted at law or in equity by any beneficiary of this agreement.

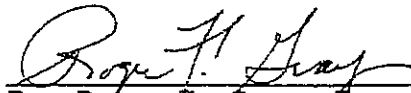
DATED this 16<sup>th</sup> day of June, 1995.

APPROVED:

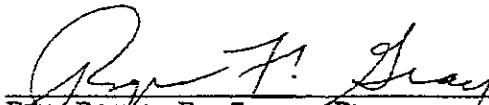
  
Loren K. Sharp

  
Teresa A. Sharp

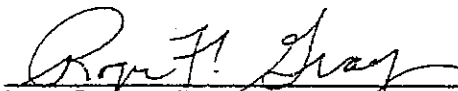
UNION STREET DEVELOPMENT COMPANY, INC.,  
GENERAL PARTNER OF UNION STREET LIMITED  
PARTNERSHIP, A WASHINGTON LIMITED  
PARTNERSHIP,

  
By: Roger F. Gray, Pres.

ROGER GRAY AND ASSOCIATES, LTD. AS  
GENERAL PARTNER OF SOUTH KENNEWICK  
INVESTORS, A WASHINGTON PARTNERSHIP,

  
By: Roger F. Gray, Pres.

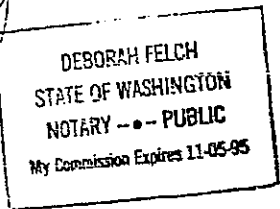
ROGER GRAY AND ASSOCIATES, A  
WASHINGTON LIMITED PARTNERSHIP

  
By: Roger F. Gray, ~~Pres.~~ General Partner

STATE OF WASHINGTON )  
 ) ss.  
County of Benton )

On this day personally appeared before me LOREN K. SHARP and TERESA A. SHARP, husband and wife, to be known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 19 day of June, 1995.

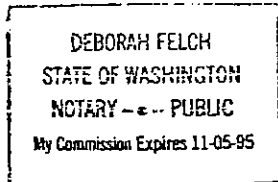


Deborah Felch  
NOTARY PUBLIC in and for the State of Washington, residing at: Kennelworth  
My Commission Expires: 11-5-1995

STATE OF WASHINGTON )  
 ) ss.  
County of Benton )

On this day personally appeared before me ROGER F. GRAY, to be known to me the President of Union Street Development Co., Inc., general partner of Union Street Limited Partnership, a Washington Limited Partnership, and the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same and his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 16 day of June, 1995.



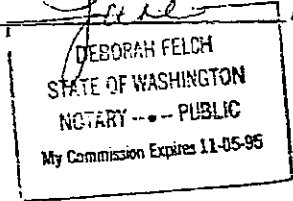
Deborah Felch  
NOTARY PUBLIC in and for the State of Washington, residing at: Kennelworth  
My Commission Expires: 11-5-1995

STATE OF WASHINGTON )  
 ) ss.  
County of Benton )

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On this day personally appeared before me ROGER F. GRAY, to be known to me the President of Roger Gray and Associates, a Washington Limited Partnership, as General Partner of South Kennewick Investors, a Washington Limited Partnership, and the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same and his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 16 day of June, 1995.

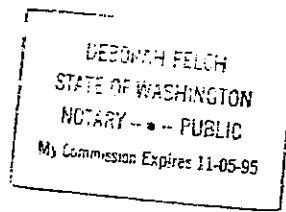


Deborah Felch  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at: Kennewick  
My Commission Expires: 11-5-1995

STATE OF WASHINGTON )  
 ) ss.  
County of Benton )

On this day personally appeared before me ROGER F. GRAY, to be known to me the President of Roger Gray and Associates, a Washington Limited Partnership, and the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same and his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 16 day of June, 1995.



Deborah Felch  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at: Kennewick  
My Commission Expires: 11-5-1995

## STRATTON SURVEYING &amp; MAPPING

1354 GRANDRIDGE BOULEVARD  
SUITE B  
KENNEWICK, WASHINGTON 99336  
PHONE (509) 735-7364  
FAX (509) 735-6560

## THE COURTYARD AT LINCOLN MEADOWS

## DESCRIPTION PROPOSED LOT 1

LOT 1, SHORT PLAT NO. 2036, ACCORDING TO THE SURVEY THEREOF RECORDED UNDER AUDITOR'S FILE NO. 94-12874 & THAT PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M., BENTON COUNTY, WASHINGTON, AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 9, AS SHOWN AND DESCRIBED IN SURVEY RECORDED IN VOLUME 1 OF SURVEYS, PAGE 186, UNDER AUDITOR'S FEE NO. 710053; THENCE NORTH  $00^{\circ}13'56''$  EAST, ALONG THE NORTH-SOUTH CENTER SECTION LINE, A DISTANCE OF 810.31 FEET TO NORTHERLY MARGIN OF THE KENNEWICK IRRIGATION DISTRICT DIVISION FOUR MAIN CANAL RIGHT-OF-WAY; THENCE NORTH  $00^{\circ}13'56''$  EAST A DISTANCE OF 156.63 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH  $00^{\circ}13'56''$  EAST A DISTANCE OF 974.21 FEET; THENCE SOUTH  $89^{\circ}46'31''$  EAST A DISTANCE OF 828.67 FEET; THENCE NORTH  $74^{\circ}10'45''$  EAST 110.05 FEET; THENCE SOUTH  $15^{\circ}49'15''$  EAST 52.00 FEET; THENCE SOUTH  $74^{\circ}10'45''$  WEST 117.38 FEET TO A POINT ON A CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS SOUTH  $00^{\circ}13'29''$  WEST 149.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE 155.72 FEET; THENCE SOUTH  $30^{\circ}20'39''$  WEST 62.16 FEET; THENCE SOUTH  $60^{\circ}39'38''$  EAST 123.31 FEET; THENCE SOUTH  $00^{\circ}13'56''$  WEST 353.22 FEET; THENCE SOUTH  $74^{\circ}06'59''$  EAST 243.70 FEET; THENCE SOUTH  $15^{\circ}48'46''$  EAST 20.00 FEET; THENCE SOUTH  $89^{\circ}46'31''$  EAST 426.50 FEET TO A LINE THAT IS PARALLEL TO AND 27.00 FEET WESTERLY OF THE EAST LINE OF THE WEST HALF OF THE SAID SOUTHEAST QUARTER; THENCE SOUTH  $00^{\circ}08'29''$  WEST ALONG SAID PARALLEL LINE 782.14 FEET; THENCE NORTH  $73^{\circ}02'21''$  WEST 1361.90 FEET TO THE NORTH-SOUTH CENTER SECTION LINE OF SAID SECTION; THENCE NORTH  $00^{\circ}13'56''$  EAST ALONG SAID NORTH-SOUTH CENTER SECTION LINE 93.98 FEET TO SAID TRUE POINT OF BEGINNING.

CONTAINING 27.84 ACRES.

TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS, AND RESTRICTIONS OF RECORD AND IN VIEW.

EXHIBIT A CONTINUED

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**STRATTON SURVEYING & MAPPING**

1354 GRANDRIDGE BLVD.

SUITE B

KENNEWICK, WASHINGTON 99336

(509) 735-7364

FAX (509) 735-6560

8 MARCH 1994

## DESCRIPTION:

THE VILLAS AT LINCOLN MEADOW

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M.; BENTON COUNTY, WASHINGTON; DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST HALF OF SAID SOUTHEAST QUARTER, SAID POINT BEARS NORTH 89° 46' 31" WEST 1331.69 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION; THENCE NORTH 00° 08' 22" EAST ALONG THE WESTERLY LINE OF SAID EAST HALF 474.23 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF A BENTON COUNTY RIGHT-OF-WAY AS RECORDED UNDER AUDITOR'S FILE #363314, AS SHOWN IN THE RECORDS OF BENTON COUNTY, THENCE SOUTH 76° 23' 31" EAST ALONG SAID NORTHERLY BOUNDARY 356.10 FEET; THENCE NORTH 20° 33' 18" EAST 68.69 FEET TO A POINT ON THE BOUNDARY OF A PARCEL DEPICTED IN A DEED RECORDED UNDER AUDITOR'S FILE #90-11159; THENCE NORTH 44° 14' 23" EAST 220.57 FEET TO A POINT ON A CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS NORTH 44° 14' 23" EAST 170.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE 136.19 FEET; THENCE NORTH 00° 08' 22" EAST 274.67 FEET AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00° 08' 22" EAST 52.00 FEET; THENCE SOUTH 89° 51' 38" EAST 106.99 FEET TO THE SOUTHEAST CORNER OF LOT 2 OF SHORT PLAT #718 AS RECORDED WITH THE BENTON COUNTY AUDITOR; THENCE NORTH 00° 08' 22" EAST 347.97 FEET; THENCE NORTH 12° 33' 10" EAST 55.00 FEET; THENCE NORTH 60° 20' 54" WEST 108.22 FEET; THENCE NORTH 66° 52' 30" WEST 54.00 FEET; THENCE NORTH 59° 56' 53" WEST 335.61 FEET; THENCE NORTH 89° 51' 38" WEST 183.08 FEET TO A POINT ON A LINE PARALLEL TO AND 27 FEET WESTERLY OF SAID WESTERLY LINE OF THE EAST HALF; THENCE SOUTH 00° 08' 22" WEST

EXHIBIT A CONTINUED

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695.44 FEET; THENCE SOUTH 89° 51' 38" EAST 499.07 FEET TO THE  
TRUE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS,  
AND RESTRICTIONS OF RECORD AND IN VIEW.

1386-TH.DEC

The above description also falls within Lot 4, Short Plat No. 718.

EXHIBIT B

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That portion of Lot 4, SHORT PLAT 718, according to the survey thereof recorded under Auditor's File No. 785691, also being described as a portion of the East half of the Southeast quarter of Section 9, Township 8 North, Range 29 East, W.M., all being in Benton County, Washington, as described in Exhibits A-1, A-2 and A-4, of document recorded under Auditor's File No. 89-19383.

That portion of the North half of the Southeast quarter of Section 9, Township 8 North, Range 29 East, W.M., records of Benton County, Washington, described in document recorded under Auditor's File No. 95-3681.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 9; THENCE SOUTH  $00^{\circ} 03' 07''$  WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER 1619.38 FEET; THENCE NORTH  $89^{\circ} 56' 53''$  WEST 35.00 FEET TO THE SOUTHEAST CORNER OF LOT 2 OF SHORT PLAT 1-718 AS RECORDED WITH THE BENTON COUNTY AUDITOR, THENCE NORTH  $89^{\circ} 51' 38''$  WEST 716.05 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH  $00^{\circ} 08' 22''$  EAST 347.99 FEET TO A POINT ON THE WESTERLY BOUNDARY OF LOT 3 OF SAID SHORT PLAT 1-718; THENCE NORTH  $12^{\circ} 33' 10''$  EAST 55.00 FEET TO ANOTHER POINT ON THE WESTERLY BOUNDARY OF SAID LOT 3 AND THE TRUE POINT OF BEGINNING; THENCE NORTH  $60^{\circ} 41' 32''$  WEST 108.44 FEET TO A POINT ON A CURVE TO THE RIGHT AS DEPICTED IN A DEED RECORDED WITH THE BENTON COUNTY AUDITOR UNDER AF #85-16688, THE RADIUS POINT OF WHICH BEARS SOUTH  $66^{\circ} 52' 30''$  EAST 348.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 42.07 FEET TO A POINT AS DEPICTED IN SAID DEED; THENCE NORTH  $30^{\circ} 03' 07''$  EAST 94.24 FEET TO ANOTHER POINT AS DEPICTED IN SAID DEED, SAID POINT BEING AT THE BEGINNING OF A CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS NORTH  $59^{\circ} 56' 53''$  WEST 402.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE 188.65 FEET TO A POINT AS DEPICTED IN A DEED AS RECORDED WITH THE BENTON COUNTY AUDITOR UNDER AF #86-20407; THENCE NORTH  $89^{\circ} 58' 31''$  EAST ALONG A LINE AS DEPICTED IN SAID DEED RECORDED UNDER AF #86-20407 FOR 178.45 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT 3 OF SHORT PLAT 1-718; THENCE SOUTH  $30^{\circ} 03' 07''$  WEST 406.03 FEET TO THE TRUE POINT OF BEGINNING;

TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS OF RECORD AND IN VIEW:

EXHIBIT C

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That portion of the East half of Section 9, Township 8 North, Range 29 East, W.M., records of Benton County, Washington, described in document recorded under Auditor's File No. 85-13266.

EXHIBIT D

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That portion of the East half of Section 9, Township 8 North, Range 29 East, W.M., records of Benton County, Washington, described in documents recorded under Auditor's File Nos. 867343, 880643 and 85-172.

EXHIBIT E

All of the Plat of UNION WEST, according to the plat thereof recorded in Volume 14 of Plats, page 33, records of Benton County, Washington, and all of the Plat of WHISPERING WINDS, according to the plat thereof recorded in Volume 14 of Plats, page 34, records of Benton County, Washington.