

FRANKLIN COUNTY RECORDING COVER SHEET

**NAME AND RETURN ADDRESS:**  
 OLIN HOMES LLC  
 Member ROLAND COLIN  
 2006 AD80 PASCO WA  
 99301

FORM COMPLETED BY: ROLAND COLIN PHONE # 509-7276506  
PLEASE PRINT OR TYPE INFORMATION:

**DOCUMENT TITLE(S)** (or transaction contained therein)  
 1. Covenants  
 2.  
 3.

**GRANTOR(S)** (Last name, first name, middle name/initials):  
 1.  
 2. OLIN HOMES LLC  
 3.  
 4.  
 Additional names on page \_\_\_\_\_ of document

**GRANTEE(S)** (Last name, first name, middle name/initials):  
 1.  
 2. Public  
 3.  
 4.  
 Additional names on page \_\_\_\_\_ of document

**LEGAL DESCRIPTION** (Abbreviated: ie.lot, block, plat or section, township, range)  
WEST PASCO TERRACE PH. 2  
 Additional legal is on page \_\_\_\_\_ of document

**AUDITOR'S REFERENCE NUMBER(S)**

**ASSESSOR'S PROPERTY TAX PARCEL NUMBER**  
 Additional parcel numbers on page \_\_\_\_\_ of document

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information

**EMERGENCY NONSTANDARD REQUEST**

I am requesting an emergency nonstandard recording for an additional fee of \$50.00 as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

[Signature] 12-28-10  
Signature Date

**DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
WEST PASCO TERRACE (Phase 2)**

The following reservations, conditions, agreements, covenants, and restrictions shall run with the land, shall be binding upon and inure to the benefits of all parties hereto, their successors and assigns and all persons claiming upon them and shall be part of all transfers and conveyances of the property within such platted areas as if set forth in full in such transfers and conveyances. Such reservations, conditions, agreements, covenants and restrictions shall be binding and effective for a period of 30 years from the date hereof, at the end of which time they shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots within such platted area has been recorded, agreeing to change said covenants and restrictions in whole or in part: EXCEPT, however, In the event that it appears to the advantage of this platted subdivision that these restrictions should be modified, then and in that event, any modifications desired may be made by affirmative vote of the instant owners of 80% lots within this subdivision and evidenced by suitable instrument filed for public record; or if such event occurs during the development period such modifications or waiver shall not affect the provisions of Paragraphs No. 1 of the following:

1. **LAND USE AND BUILDING TYPE:** No lot shall be re-subdivided into separate building sites. 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 and private garage for not less than 2 cars. However, the foregoing provisions shall not be interpreted to exclude construction for private greenhouse, private swimming pool, or a shelter or port for the protection of such swimming pool, or for the storage of a boat and/or a camping trailer kept for personal use, or a small building for storage purposes, provided the location of such structures are in conformity with the applicable municipal regulations, and are compatible in design and decoration with the residence constructed on such lot.
2. **DWELLING SIZE:** The main floor area of the dwelling structure exclusive of basements, open or screened porches and attached garages, shall be not less than 1000 square feet for a one-story dwelling, nor less than 900 square feet for a dwelling of more than one story. Split-level dwellings shall contain a minimum floor area of 1200 square feet, with all levels exclusive of garage area within the dwelling unit, included in computation of footage for such split-level dwellings. For the purpose of the interpretation of this paragraph, those dwellings with day-light basements shall be classified as single story, with the basement area excluded from computation of footage.
3. **BUILDING LOCATION:** No building shall be located on any lot with respect to setback from front, side and rear lot lines, except in conformity with the planning regulations and requirements of the municipal government having jurisdiction within the area in which this subdivision is located.
4. **COMPLETION:** Construction of any dwelling shall be completed including exterior decoration, within 1 year from date of the start of construction. All lots prior to the construction of improvements thereon, shall be kept in a neat and orderly condition and free of brush, vines, weeds, and grass thereon cut or mowed at sufficient intervals to prevent creation of a nuisance or fire hazard. Basic lawn and landscaping shall be completed within one year of completion of construction.

5. **FENCES:** No fence or any boundary line shall exceed 6 feet in height above the grade on which it is situated and providing that any line fence or planting between the minimum building set back line and the front lot line shall not exceed 4 feet above grade.
6. **EASEMENTS:** Easements for the installation of utilities and drainage facilities are reserved as shown on the official plat recorded herewith. The area included in said easements shall be maintained in an attractive and well kept condition as the remainder of the lot.
7. **NUISANCES AND MAINTENANCE:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Yards, grounds and buildings shall be kept and maintained in a neat and sightly fashion at all times. No parking or dismantling of inoperable vehicles shall be permitted on any lot. No trailers shall be parked in the public street areas, nor shall any trucks, campers, trailers, boats or inoperable vehicles be parked or permitted to remain in said public street area.
8. **TEMPORARY STRUCTURES:** No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
9. **SIGNS:** Shall be in conformity with requirements of the municipal government having jurisdiction within the area in which this subdivision is located.
10. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other wastes shall not be kept except in sanitary containers pending collection and removal. All incinerators or other equipment for temporary storage or disposal of such material shall be kept in a clean and sanitary condition.
11. **EXISTING STRUCTURES:** No existing structure, residential or otherwise, shall be moved onto any lot in said subdivision, nor shall any dwelling therein be occupied prior to its completion.
12. **OIL AND MINING OPERATIONS:** No oil drilling, oil development operating, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavation 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.
13. **UTILITIES:** In conformity with the requirements of the municipal government having jurisdiction within the area in which this subdivision is located.
14. **LIVESTOCK AND POULTRY:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except not more than 2 dogs, 2 cats, or other usual small household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes, and provided that they are not permitted to cause damage, constitute a nuisance or run at large in the neighborhood.

15. ENFORCEMENT: The failure on the part of any of said parties affected by these restrictions, at any time to enforce any of the provisions hereof, shall in no event be deemed a waiver thereof, or any thereof, or of any existing violation thereof, nor shall the invalidation of any of said reservations, conditions, agreements, covenants and restrictions by judgment of court order affect any of the other provisions hereof, which shall remain in full force and effect.

Should any suit or action be instituted by any of said parties to enforce any of said reservations, conditions, agreements, covenants, and restrictions, or to restrain the violation of any thereof, after demand, then and in either of said events and whether such suit or action shall be entitled to recover from the defendants therein such sum as the court may judge reasonable attorney fees in such suit or action, in addition to statutory costs and disbursements.

Managing Member  
OLIN HOMES LLC.

