

Return to: WestCliffe LLC
120 Meadow Hills Drive
Richland, WA 99352

CASCADE TITLE CO.

2700

MISC
03-456

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

1-2798-300-0001 TCC

or

WESTCLIFFE

THIS DECLARATION, made on the date hereinafter set forth by WestCliffe LLC, hereinafter referred to as "Declarant" or "Developer,"

WITNESSETH

WHEREAS, Declarant is the owner of certain property which is subject to this declaration of covenant in the County of Benton, State of Washington, which is more particularly described as follows: The NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 9 NORTH RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, LYING SOUTHWESTERLY OF THE KENNEWICK IRRIGATION DISTRICT BADGER EAST LATERAL.

WHEREAS, Declarant will convey the said properties, subject to certain protective covenants, condition, restrictions, and reservations, easements, rights of access, lines and charges as hereinafter set forth;

NOW THEREFORE, Declarant hereby declares that all of the properties described below shall be held, sold and conveyed subject to the following easements, Restrictions, covenants and conditions, all of which are for the purpose of property. These easements, covenants, restrictions, and conditions shall run with the real property and shall be binding on all parties having or acquiring any interest therein shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS:

Section 1. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties.

Section 2. "Unit" shall mean and refer to any individual dwelling shown upon any recorded subdivision map of the properties.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entitles, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those have in such interest merely

a security of the performance of an obligation.

Section 4. "Declarant" shall mean and refer to the Developer, Westcliffe LLC, his successors and assigns.

Section 5. "Architectural Committee" shall mean and refer to the Developer, Westcliffe LLC, or his designated committee that provides architectural oversights.

**ARTICLE II
GENERAL PROTECTIVE COVENANTS**

Section 1. Residential Character of Property. The term "residential lots," as used herein, means all of the lots now or hereafter platted on the existing property of the additions thereto. No structures or buildings or any kind shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single family dwelling, for single family occupancy (except as provided in Section 4), with a private garage or carport for not more than three standard size passenger automobiles, except other structures and additional garages may be allowed only by written approval from the Developer. No storage sheds are allowed.

No house trailers shall be allowed to stop on the property. No motor home trailer or unmounted camper, or boat shall be stored or parked on the premises nearer the front property line than the front building line. Such motor home, camper, or boat shall be enclosed with a fence, minimum 5 feet high, fenced on the front and side yard.

No trash or rubbish of any kind or yard debris shall be allowed to accumulate on any lot or tract. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal. Property owners are responsible for cleanup of waste containers set at street side that are upset by wind or dogs. Yard rakings such as rocks, lawn and shrubbery clippings, dirt and other materials resulting from landscaping work shall not be dumped into public street or ditches or vacant lots or Kennewick Irrigation District right-of-way. The removal and disposal of all such materials shall be the sole responsibility of the individual lot owner. Should any individual lot owner or contract purchaser fail to remove any such trash, rubbish, garbage (10) days following the date on which notice is mailed to him by a WestCliffe resident or the Developer informing them of such violation, then the WestCliffe resident or Developer may have said trash removed and expense of removal shall be charged to said lot owner. Any such charges shall become a continuing lien on the non-compliant lot owner and his successors in interest.

No owner or contract Purchaser of any residential lot shall permit any vehicle owned by him or by any member of his family or by acquaintance, and which is in a state of disrepair, to be abandoned or to remain parked upon any street or within the existing property for a period in excess of forty-eight (48) hours. Should any such owner fail to remove such vehicle within two (2) days following the date on which notice is mailed to him by a WestCliffe resident or Developer may have such vehicle removed and charge the expense of removal to said owner when its presence offends the reasonable sensibilities of the occupants of the neighborhood.

No radio or television antennas shall be permitted to extend above the roof line of any residence without the written approval of the Developer. Television dishes may be installed only on side yard walls.

Section 2: Architectural Control and Approved Builders. No building shall be erected, placed or altered on any lot (residential or non-residential) until the building plans, exterior color plan, specifications, plot plan, landscaping and fencing plan, showing the nature, kind, shape, height, materials, and location of such building have been approved in writing by the Developer as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and the finished ground elevation. If request for approval of fencing plan is not submitted with original building plan approval, owner may submit request which includes plot plan, fencing plan (which includes location, material type, height of fence.) This request shall be sent to the Declarant, WestCliffe LLC at 120 Meadow Hills Dr., Richland, WA 99352. For those lots abutting the Kennewick Irrigation District right-of-way the area between the back lot line and the canal shall be landscaped with grass and irrigated, and otherwise maintained by the lot owner.

In the event the developer or his designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted, approval will not be required and this Article will be deemed to have been fully complied with. Neither the Developer or his designated representatives, shall be entitled to compensation for services performed pursuant to the covenant. The burden of initialing and filing for Architectural review shall rest with a lot owner and shall be his responsibility to diligently seek such Architectural review.

All plans, specifications, plot plans and other materials which must be submitted for review hereunder shall be submitted to said committee for its retention at the following address or as may hereafter be given in writing to the owners or contract purchasers by the Developer or by said committee. The initial construction shall be performed only by one of Declarant's approved builders. The names of such are available from Declarant at 120 Meadow Hills Drive, Richland, WA 99352.

Section 3. Lot size. No lot boundary adjustment, short platting or other division of property shall be allowed without the written consent of the Developer.

Section 4. Business and Commercial Use of Property. No trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried on upon any residential lot, or within any building located on a residential lot, provided however the developer or builder may maintain a sales office or model home on the subject property for the purposes of selling property located within the subject area. No goods, equipment, vehicles, (including buses, trucks, and trailers of any description) or materials or supplies used in connection with any trade, service, or business, wherever the same may be conducted, or any vehicle in excess of 6,000 pounds gross weight (including buses, trucks, and trailers of any description) used for private purposes, be kept, parked, stored, dismantled or repaired outside on any residential lot or on any street within the property.

In keeping with current home occupation trends, there are activities that shall not fall under the prohibited business clause as set for in Section 4. The following requirements hereby established home occupation guidelines for residents of WestCliffe.

1. Home occupations are permitted only as an accessory use clearly incidental and secondary to the occupancy of the dwelling for residential purposes.
2. The operation shall allow for no more than one employee, other than the residents of the dwelling to be working on the premises.
3. There shall be no more than three customer/client visits per day at the residence and no more than one on the premises at any given time. One customer/client visit shall be considered to include any number of persons arriving in a single vehicle.
4. In addition to parking required for the residents, there shall be no more than one vehicle parked or in the vicinity of the property as a result of the home occupation at any one time.
5. Customer/client presence at the residence shall be limited to between the hours of 7:00 a.m. and 9:00 p.m.
6. One occupational vehicle associated with the home occupation is allowed to be stored at the residence, provided that said vehicle is parked in the garage. Any additional occupational related vehicles must be stored off premises and in conformance with requirements of the underlying zoning district.
7. Equipment and materials associated with the home occupation is allowed to be stored at the residence shall be the same or similar in character to the type and quantities of equipment and materials customarily associated with the occupation of the dwelling as a principle place of residence.
8. Except as permitted by subsection (6) above, no outdoor storage or display of merchandise, equipment or material related to the home occupation shall be permitted.
9. Space requirements and utilization of that portion of the residence for activities associated with the home occupation shall not exceed 20 percent of the gross floor area of the residence or 300 square feet, whichever is greater. Attached and detached garages shall be considered part of the residence and included in determination of gross floor area. All of an attached or detached garage may be used for home occupation purposes provided said garage does not exceed 600 square feet.
10. No internal or external alterations are permitted which affect the character for the buildings as a residence.
11. The home occupation shall operate in such a manner as to avoid any external (including transmittal through vertical or horizontal party walls) effects beyond the confines of the subject dwelling such as increased noise, vibration, offensive odor, glare or electrical interface which is incompatible with the characteristics of the residential zone or is otherwise violation of the Richland public nuisance ordinance.
12. No signage for such occupations shall be allowed on premises.
13. No licensed day cares are permitted
14. Additionally, approved builders (as specified by developer) may operate a model home for sales purposes.

15. Richland Municipal code shall be adhered to when more restrictive than covenants.

Section 5. Residential Use of Temporary Structures Prohibited. No trailer, basement, tent, shack, garage, barn or other outbuildings or any structure of a temporary character erected or placed on the property shall at any time be used as a residence temporarily or permanently.

Section 6. Minimum Square Footage. The following guidelines shall be enforced as minimum square footage for residences (excluding garage)

Two story: 1200 s.f. on main level and 800 s.f. upper level

Rambler: 2000 s.f.

Rambler with daylight basement: 1600 s.f. main level

Section 7. Maximum Tree Height. Maximum tree height at maturity shall be 20 feet from ground.

Section 8. Date for Completion of Construction. Start date for construction of any dwelling or structure placed on any residential lot shall be within six (6) months of purchase date of lot. Completion of homesite as to external appearance including finished painting, within six (6) months from date of commencement of construction and shall include connection to the public sewer system. Landscaping shall be completed within one year of occupancy.

Section 9. Animals. No animal, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, birds, or other household pets may be kept. If they are not kept, bred, or maintained for any commercial purpose, and that they shall not be kept in numbers for under conditions reasonably objectionable in a closely built-up residential community. Barking dogs shall be considered a nuisance and shall be controlled by the owner.

Section 10. Signs. No signs shall be erected or maintained on any residential lot in the tract, except that not more than one approved FOR SALE or FOR RENT sign placed by the owner or the builder or by a licensed broker, not exceeding eighteen (18) inches high and twenty-four (24) inches long, may be displayed on any lot, except model home signage.

Section 11. Mail Box Delivery. No mail box, newspaper box or other delivery box shall be located in front of the front setback line along the street right-of-way, except for cluster mail boxes as specified by the United States Postal Service.

Section 12. Mortgages protected. Nothing herein contained shall impair or defeat the lien of any mortgage or deed of trust now or hereafter recorded covering any lot or lots, but title to any property obtained as a result of foreclosure shall thereafter be held subject to all of the provisions herein.

Section 13. Building Setback and Fence Requirements. No fence, wall or hedge shall be permitted to extend nearer to any street than the front building line (or front building line and side building line adjacent to street on corner lots) of the residence, except that nothing shall prevent the erection of a necessary retaining wall, and except, fencing shall be installed, regardless of location, as a safety barrier to prevent access to hazardous slopes or cut banks to other unsafe areas. Fence plans must be approved by the Architectural Committee as provided for in Article II. Fences shall be well constructed of suitable fencing materials and shall be artistic in design and shall not detract from the appearance of the dwelling house located upon the adjacent lots or building sites or be offensive to the owners or occupants thereof. Wood fencing and chain-link fencing is not allowed. Fence plans to be sent to WestCliffe LLC Architectural Committee at 120 Meadow Hills Dr, Richland WA 99352.



ARTICLE III EXTERIOR MAINTENANCE

In the event an owner of any lot shall fail to reasonably maintain the premises and the improvement situated thereon, and after a 30 day notice from the aggrieved party(s), and/or the Architectural Committee, the Architectural Committee shall have the right through his agent and employees, to enter upon said parcel and to repair, maintain and restore the lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be a lien on the property.

ARTICLE IV USE RESTRICTIONS

Section 1. Enjoyment of property. The owners shall use their respective properties to their enjoyment in such a manner so as not to offend or detract from another owner's enjoyment of their own respective properties, except that the owner's enjoyment of view may be restricted because a house will eventually be built on each and every lot.

Section 2. In Derogation of Law. No owner shall carry on any activity of any nature whatsoever on his property that is derogation or in violation of the laws and statutes of the State LC of Washington or ordinances of the City of Richland.

Section 3. PETS. All animals that are not on owners premises shall be on a leash under control of the owner. Owners shall observe and obey the laws applicable to the residents of the City of Richland and Benton County pertaining to care, control, and husbandry of animals and pets.

Section 4. Nuisances. No noxious or offensive activity shall be carried on upon any properties, nor shall anything be done thereon which may become a nuisance as such is defined in the laws of the State of Washington.

Section 5. Sewage Disposal. No individual sewage disposal system shall be permitted on any lot.

Section 6. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarry 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 any lot.

Section 7. Water supply. No individual domestic water supply system shall be permitted on any lot.

Section 8. Height. No structures, other than houses and garages shall be built which are more than twenty (20) feet above ground level, and no windmills shall be allowed on the property.

Section 9. Irrigation Water. No irrigation water runoff from any lot is allowed. Extra care and precaution in the design and operation of irrigation systems is required to prevent water related damage. Soil shall not be irrigated in excess of 80% of the water holding capacity of soil. A Solenoid valve should be installed to gate off the entire system in the event of power failure. All additional measures recommended by the owner's irrigation Engineer to prevent damage from irrigation water must be installed. Owner of any lot which is over watered or causes runoff on adjacent property will be responsible for all damage thereof. Additionally, no irrigation accessories including but not limited to timers, filters shall be allowed above ground except behind back building line of structure.

Section 10. Above Ground Pools. No above ground pools are allowed.

ARTICLE V
GENERAL PROVISIONS

Section 1. Enforcement. The Developer and each owner or contract purchaser of a lot or lots subject to this declaration, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges not or hereafter imposed by the provisions of this declaration. Failure of the Developer or any such owner or contract purchaser, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision, which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the owner or contract purchaser of any lot subject to this declaration, including the Developer, their respective legal representatives, heirs, successors and assigns. These covenants and restrictions have a term of 20 years from the date this declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument terminating these covenants has been filed with the Benton County Auditor. Such instrument shall be signed by the owners or contract purchasers then owning not less than 85 percent of the property described. The Developer or his successors in interest may amend the covenants and restrictions of this declaration. In addition, they may be amended by an instrument signed by not less than the owners or contract purchasers then owning 85 percent of the property described. Amendments shall take effect when they have been recorded with the Auditor of Benton County.

Section 4. Owner Agreement. The lot or home buyer acknowledges by his (her) signature that the covenants have been read and are reasonable and will be complied with, and also acknowledges and understands that the developer may own adjacent land in addition to the land which is subject to the Declaration of Covenants and that all such property is planned for future development of an urban nature including but not limited to single family and multiple family residential. Other development of an urban nature may also occur including but not limited to such uses as churches, parks, schools and retirement homes. Buyer agrees that developer has the full right to develop such land according to developers plans. Buyer agrees not to take any action opposing such development plans.



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04/29/2003 11:18A
Benton County

Buyer

Date

Buyer

Date

Milo B Bauder
Westcliffe LLC, Declarant

4/16/03
Date

Thomas D. Bauder
Westcliffe LLC, Declarant

4/16/03
Date

Mark Bauder
Westcliffe LLC, Declarant

4-17-03
Date

Assessor's Property Tax Parcel/Account Number:

Dated: _____

Milo B Bauder

Thomas D. Bauder
Mark Bauder

STATE OF WA
COUNTY OF Benton

I certify that I know or have satisfactory evidence that Mark Bauder
Milo B Bauder Thomas Bauder
(is/are) the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument and
acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: April 16, 2003

Rachael Hannah
Notary Public in and for the state of Washington
My appointment expires: 7/9/03



2003-019651

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04/29/2003 11:18A Benton County

STATE OF WASHINGTON)

COUNTY OF BENTON)

On this day personally appeared before me Mark Bauder to me known to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged to me that ~~he~~/she/they signed the same as his/her/their free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 17 day of April, 2003.

Rachael Hannah

Notary Public in and for the State of Washington,
Residing at Kennedick
My Commission Expires: 7/9/03





Return to: WestCliffe LLC
120 Meadow Hills Drive
Richland, WA 99352

CASCADE TITLE CO.

AMENDMENT # 1

05-105

21.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

of

WESTCLIFFE

Tax Parcel #1-2798-300-0001-000

Auditors #2003-019651

Article II

Section 8. Date for Completion of Construction. Start date for construction of any dwelling or structure placed on any residential lot shall be within six (6) months of purchase date of lot. Completion of homesite as to external appearance including finished painting, within six (6) months from date of commencement of construction and shall include connection to the public sewer system. Landscaping of the entire lot shall be completed within one year of occupancy. Landscaping of slopes or banks steeper than 3 to 1 (horizontal to vertical) shall be designed to prevent wind and water erosion. Soil erosion cloth and permanent ground cover plantings are required on such slopes. Retaining walls may also be utilized.

Article II

Section 13. Building Setback and fence Requirements. No fence, wall or hedge shall be permitted to extend nearer to any street than the front building line (or front building line and side building line adjacent to street on corner lots) of the residence, except that nothing shall prevent the erection of a necessary retaining wall, and except, fencing shall be installed, regardless of location, as a safety barrier to prevent access to hazardous slopes or cut banks to other unsafe areas. Fence plans must be approved by the Architectural Committee as provided for in Article II. Fences shall be well constructed of suitable fencing materials and shall be artistic in design and shall not detract from appearance of the dwelling house located upon the adjacent lots or building sites. Wood fencing and chain-link fencing is not allowed. Fence plans to be sent to WestCliffe LLC Architectural Committee at 120 meadow Hills Dr. Richland WA 99352.

Mike Bander
WestCliffe LLC, Declarant

Feb. 4, 2005
Date

Mark Bander
WestCliffe LLC, Declarant

2-4-05
Date

Donna L. Bander
WestCliffe LLC, Declarant

Feb 4, 2005
Date

STATE OF WASHINGTON
COUNTY OF BENTON

On this day, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared MILO B. BAUDER, DONNA L. BAUDER, and MARK R. BAUDER to me know to be the individual in and who executed the foregoing instrument, as Managing Members of WESTCLIFFE LLC and acknowledged to me that they signed and sealed this said instrument as their free and voluntary act and deed for the use and purposes therein mentioned, and on oath stated they are authorized to execute the said instrument.

Given under my hand and official seal this 4th day of February, 2005

Rachael Hannah

Rachael Hannah

Notary Public in and for the State of Washington

Residing at Kennewick

My Commission Expires: 7-9-07

