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Dec 5 1977

DECLARATIONS OF PROTECTIVE RESTRICTIONS
COVENANTS AND AGREEMENTS
OF
WESTERN HILLS ESTATES

INDEXED BY
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KNOW ALL MEN BY THESE PRESENTS: That the undersigned being the owners of and having all of the interest in the property covered by the tract designated:

Western Hills Estates, Unit #3 Benton County, Washington.

Do hereby declare the following restrictions and covenants which shall run with the land and be binding on all parties and all persons under them until such time as the majority of the owners of the lots herein may agree to change or dissolve these covenants.

If the undersigned, or either of them or their heirs or assigns shall 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 tract 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 violation.

Invalidation of any 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.

COVENANTS

1. Each one family dwelling, together with its necessary buildings, shall be located on a building site in one ownership having an area not less than 1 acre or more.
2. No dwelling house shall be erected upon any lot or plot resulting from rearrangement or subdividing of original tract, as shown upon the recorded map of this tract, unless such plot so resulting has an area of 1 acre or more.
3. No dwelling house having a ground floor area of less than 1500 square feet (exclusive of open porches, garages, and the like), shall be constructed or placed on any lot or plot in this tract. Except in Multi-level house. A split-level house shall have a minimum of 1250 square feet on each level. Fifty (50%) percent of the lower floor shall be raised above ground level. A tri-level house shall have a minimum of 850 square feet on each level. Garage may be attached or detached but must be built simultaneously with dwelling, no larger than 3 cars. Home height not to exceed 25 feet.
4. No residential structure costing less than \$50,000.00, exclusive of lot cost, water and septic systems and landscaping shall be permitted on any lots in said subdivision. The minimum costs shall be based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of these covenants to insure that the dwelling shall be of quality workmanship and materials substantially the same or better than that which may be produced on the date these covenants are recorded, at the minimum cost stated herein.
5. No tree shall be allowed to exceed a height of 30 feet, nor shall any non-hybrid elm, locust, poplar or cottonwood tree be permitted to grow in the entire tract.
6. No structures erected elsewhere may be moved or placed upon any lot or plot in this entire tract, unless written consent is given by two-thirds vote of the property owners of Western Hills Estates, Unit #2.

PIONEER NATIONAL TRUST CO.

7. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall at any time be used as a residence temporarily, or permanently, nor shall any structure of a temporary character be used as a residence.

8. Any dwelling or structure erected on any lot or plot shall be completed as to external appearance, including finished painting within one year from date of commencement of construction, provided however, that such unavoidable delays caused by acts of God, strikes, embargoes, hostilities, seizures, orders of governmental authorities or any other interruptions beyond the control of the builder.

9. No trade, commercial or manufacturing enterprise or activity shall be conducted upon any lot or plot, nor shall any material, vehicle, or equipment or goods used in conjunction with any business or service be kept or stored outside any building, nor in any manner objectionable to other residents in the tract.

10. No swine shall be kept on any part of a lot or plot in this tract.

11. No automobile, truck or major parts thereof which is not in operable condition, or which is in a state of repair or construction, shall be left in sight of the street for a period of more than 50 days.

12. No buildings of any kind shall be erected on any lot or plot which has a set back of less than 30 feet from the CID canal right of way.

13. No high intensity public utilities yard lights (commonly known as dusk to dawn yard lights) shall be permitted in the entire tract.

14. No yard light pole shall exceed eight (8) feet in height.

15. No buildings of any kind shall be erected on any lot or plot which has a set back of less than 35 feet from the front lot line.

16. Easements as indicated on the plat have been dedicated for irrigation water lines and for public utility purposes. As long as these easements are not employed for the intended use, the owners of the land affected by said easements shall have the use of same. It should be understood, of course, that any structure or fencing erected thereon is subject to removal whenever these easements are employed for the intended public use.

17. Roofs on dwellings are limited to cedar shakes, clay tile or hot built-up roofing.

18. No building shall be erected, placed or altered on any lot until the construction plans and specifications 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. Approval shall be as provided in paragraphs 4 and 5. The Architectural Committee is composed of:

PIONEER NATIONAL TITLES, CO.

NAME

ADDRESS

Bettie Jane McWhorter Route 2, Box 156, Prosser, WA

Ray Baker 104 Vista Way, Kennewick, WA

Lawrence Mabry 104 Vista Way, Kennewick, WA

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 this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly written instrument to change the membership of the committee or to withdraw from the committee or to restore to 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 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction 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.

18. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials shall be kept in sanitary containers. All incinerators or other equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition.

DATED this 30th day of November, 1977.

Richard J. McWhorter
Richard J. McWhorter

Bettie Jane McWhorter
Bettie Jane McWhorter By *Richard J. McWhorter*

PIONEER NATIONAL TITLE INS. CO.

STATE OF Washington
County of Benton ss.

On this 30th day of November, A.D. 1977, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Richard J. McWhorter, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the said instrument as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Judy Klos
Notary Public in and for the State of Washington residing at Kennewick.



STATE OF WASHINGTON }
County of Benton } ss.

On this 30th day of November, 1977, before me personally appeared Richard J. McWhorter, who executed the within instrument as Attorney in Fact for Bettie Jane McWhorter and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed as attorney in fact for Bettie Jane McWhorter for the uses and purposes therein mentioned, and on oath stated that the power of attorney authorizing the execution of this instrument has not been revoked and that the said Bettie Jane McWhorter is now living, and is not insane.

Given under my hand and official seal the day and year last above written.
(Seal)

Judy Klos

AMENDMENT TO 881231
DECLARATIONS OF PROTECTIVE RESTRICTIONS
COVENANTS AND AGREEMENTS
OF
WESTERN HILLS ESTATES

FILED BY

JUL 19 3 30 PM '83

VERNER MILLER, AUDITOR
DEPUTY
RECORDED IN VOL. 438

VOL 438 PAGE 385

KNOW ALL MEN BY THESE PRESENTS: That the undersigned being the owners of and having all of the interest in the property covered by the tract designated:

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NAME	ADDRESS
<u>Bettie Jane McWhorter</u>	<u>Route 2, Box 156, Prosser, Wa.</u>
<u>Bee Baker Holmes</u>	<u>601 6th Street, P.O.Box 270, Prosser, Wa</u>
<u>Russ Holmes</u>	<u>601 6th Street, P.O.Box 270, Prosser, Wa</u>

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 this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly written instrument to change the membership of the committee or to withdraw from the committee or to restore to it any of its powers and duties.

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18. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials shall be kept in sanitary containers. All incinerators or other equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition.

DATED this 19th day of July, 1983.

Bee Baker Holmes
 Bee Baker Holmes

STATE OF WASHINGTON
 ss.
 COUNTY OF BENTON

On this 19th day of July, A. D., 1983, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Bee Baker Holmes, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that she signed and sealed the said instrument as her free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

*Returned to
 Bee Baker Holmes
 1225 Hillcrest Dr.
 Prosser*

Carol Thompson
 Notary Public in and for the State
 of Washington residing at Prosser

