

## PROTECTIVE COVENANTS FOR PLAT OF BAILIE SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, being the owners of all the land and lots in Bailie Subdivision, a subdivision of government lot 2, section 26, township 9 north, range 29 east, W.M., in the County of Franklin, State of Washington, the plat of which is recorded in the office of the county auditor of said county under auditor's file No. 148595, do hereby declare that the following restrictions and covenants shall be restrictions and covenants running with the land and shall be binding on all parties and all persons claiming under them until January 1, 1962, at which time said restrictions and covenants shall automatically extend for successive periods of ten years unless by a vote of the majority of the then owners of the lots it is agreed to change such restrictions and covenants in whole or in part.

If the parties hereto or any of them, or their heirs, successors or assigns shall violate any of the covenants or restrictions herein contained, it shall be lawful for any other person or persons owning real property situate in said development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages resulting from said violation.

Invalidation of any of these covenants by judgment, court order, legislative enactment or otherwise shall in no wise affect any of the other provisions which shall remain in full force and effect.

1. All lots in Bailie Subdivision shall be known and described as suburban residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one detached, single-family dwelling not to exceed two stories, a basement and a private garage of not more than two car capacity EXCEPT on lot 10, block 1, on which two such structures may be placed.

2. No building shall be erected, placed or altered on any lot in this subdivision until the external design and location thereof have been approved by the planning commission or building inspector of Franklin County. All plans, setbacks and building designs shall be in strict conformance to the protective covenants and restrictions listed herein and the buildings along each street shall be so designed as to conform in quality and general appearance with other buildings on such street already erected in the subdivision.

3. No building on any residential lot shall be located nearer than 25 feet to the front lot line and 5 feet to the side lot lines with the exception of a detached garage which may be located not less than 60 feet from the front lot line nor less than 5 feet from any flanking street line and excepting that garages attached to or within the dwelling will be permitted regardless of this restriction. No building will be permitted to encroach on any utility easement provided for in said plat where such utility easements exist.

4. No residential structure shall be erected or placed on any building plot nor allowed to remain thereon which plot has an area of less than 7500 square feet nor on any lot having less than 75 feet of frontage excepting that nothing contained in this restriction shall prevent erection of a residence on any lot as platted regardless of the frontage of said lot.

5. No noxious trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

6. No trailer, basement, tent, shack, garage, barn or other out-building erected in the addition shall be used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence.

7. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance including finished painting within one year from the date of the commencement of construction.

8. No dwelling with a total ground floor area less than 1000 square feet on one floor shall be permitted on any lot in the subdivision exclusive of porches and garage except that a house with basement or second floor shall have a minimum of 850 square feet on the ground floor.

J. C. Bailie  
Fern Bailie

C. C. Mackner  
Mary Agnes Mackner

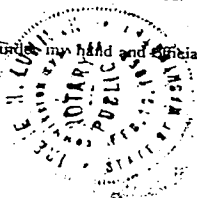
STATE OF WASHINGTON,  
COUNTY OF Franklin

Filed for Record No. 31122 @ 3:12 PM  
Recorder of Franklin County, Wash.  
Return to Franklin County, Wash.  
and Tax Statement To Pasco, Wash.  
RICHARD L. BROWN, County Auditor

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 3rd day of November, 1952, J. C. Bailie, Fern Bailie, C. C. Mackner and Mary Agnes Mackner, personally appeared before me

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



Gene W. Richman  
NOTARY PUBLIC in and for the State of Washington, residing at Pasco

After Recording Mail to:



**Kenneth A. Miller**  
**MILLER, MERTENS & SPANNER, PLLC**  
1020 N Center Parkway, Suite B  
Kennewick, WA 99336 **CASCADE TITLE CO.**

4500

Arb 6248  
e164901CH/PW

Reference Numbers of Related Documents:

Grantor: Kees C. Koster and Sheila Rege Koster, husband and wife

Grantee: Kees C. Koster and Sheila Rege Koster, husband and wife

Abbreviated Legal Description: Lot 8, Block 1, Bailie Subdivision, Volume B of Plats, Page 95;  
and Lot 7, Block 1, Bailie Subdivision, Volume B of Plats, Page 95,  
records of Franklin County

Additional Legal Description: See, Exhibits A and B

Tax Parcel ID Nos.: 119-572-160 and 119-572-179

**COVENANTS AND WELL MAINTENANCE AGREEMENT AND EASEMENT**

**KEES C. KOSTER and SHEILA REGE KOSTER**, husband and wife, for themselves, their heirs, executors, successors and assigns, hereby establish and declare the following Covenants and Well Maintenance Agreement and Easement appurtenant to the following described real property: See, Exhibit A and Exhibit B, which are attached hereto and incorporated herein by this reference.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions set forth herein, the undersigned hereby establish the following Covenants and Well Maintenance Agreement and Easement.

1. Covenants: Kees Koster and Sheila Rege Koster hereby declare that the property described in Exhibits A and B above shall be held, sold and conveyed subject to the following restrictions, covenants and easement. All restrictions, covenants and easements established herein shall run with the land and perpetually encumber and benefit the property, and be binding upon the present owners, their heirs, executors, successors and assigns (hereinafter collectively referred to as "Property Owners").

2. Well Description: There presently exists on the property described in Exhibit A and commonly described as 4620 W River Boulevard, Pasco, WA 99301, a well, having a capacity sufficient only to provide irrigation for landscaping. The owners of the property described in Exhibit A and Exhibit B shall each be deemed an undivided owner in and to the use of the well and the water available from such well.

3. Well/Utility Easement: The Property Owners, for themselves, their heirs, executors, successors and assigns, hereby grant an easement on and across the property described in Exhibits A and B for the purpose of withdrawing water from the well for irrigation use and for the placement, maintenance and replacement of all piping, pumps, valves, meters, controls and other associated equipment required for the withdrawal and distribution of water from said well to the properties described in Exhibits A and B. The Property Owners shall each be entitled to withdraw water from the well in a quantity equal to one-half of the maximum quantity available from the well for irrigation purposes. If there is any damage incurred due to maintenance, repair or replacement of the well or irrigation system, the party causing such damage shall pay all costs associated with such.

4. Shared Well Expenses: The Property Owners, their heirs, executors, successors and assigns, shall share the cost of operation, testing, repair, maintenance, power charges,

replacement and improvements of the well, piping, pumps, valves, meters, controls and other associated equipment required for the withdrawal and distribution of water from said well in shares proportionate with their ownership. The system shall be maintained to efficiently supply irrigation water to the properties described in Exhibits A and B. The Property Owners shall act in good faith to coordinate scheduling of water usage to reduce cost and to maximize the benefit to both properties.

5. Prohibited Practices: The owners of the property described in Exhibits A and B will not construct, maintain or suffer to be constructed or maintained upon the said land and within 100 feet of the well herein described, any of the following: septic tanks and drainfields, sewer lines, underground storage tanks, herbicides, insecticides, hazardous waste or garbage of any kind. The owners will not cross-connect any portion or segment of the water system with any other water source without prior written approval of the Benton/Franklin County Department of Public Health and/or other appropriate governmental agency.

6. Restrictions on Usage of Property Described in Exhibit A: The property described in Exhibit A shall be restricted as follows:

A. No permanent or semi-permanent structures shall be built or erected South of the imaginary line between the following points: On the West side of the property: 155' in Southerly direction from the North-West property corner; on the East side of the property: On the East side of the property: 95' in Southerly direction from the North-East property corner (roughly immediately south of two large maple trees currently on property).

B. No landscaping taller than six (6) feet (other than existing trees) South of the line described in Section 6(A), and North of the imaginary line between the following points: On the West side of the property: 185' in Southerly direction from the North-West property

corner; On the East side of the property: 125' in Southerly direction from the North-East property corner.

C. No landscaping taller than three (3) feet (other than existing trees) South of the line described in Section 6(B).

D. An exception to the restrictions set forth in this Section 6 would be allowed for an in-ground pool that would not violate any of the height restrictions set forth herein. Pool equipment is to be located North of the line delineated in Section 6(A).

E. Grading of the property described in Exhibit A cannot be changed in such a way that the view from the property described in Exhibit B would be restricted to any material extent.

F. Any fencing used must be see-through black vinyl-coated chain link mesh not exceeding six (6) feet in height along the back yard perimeter or three (3) feet in height anywhere else, unless the Building Code requires a different height.

G. The fence between the properties described in Exhibits A and B shall be jointly maintained and the cost of replacement shall be shared.

H. The public easement on the West side of the property described in Exhibit A cannot be separated from the property.

7. Arbitration: All disputes concerning the interpretation, enforcement and implementation of this Agreement shall be submitted to arbitration as provided herein. Any party aggrieved by any action, inaction or decision of other property owner may initiate arbitration. All arbitrations shall be conducted by a single arbitrator selected by the Property Owners. In the event of a deadlock, any party may petition the Franklin County Superior Court and the then presiding judge shall name the arbitrator. Arbitration must occur within the City of

Pasco, Washington. The arbitration must be commenced and concluded within thirty (30) days of the notice of demand for arbitration. The costs of the arbitrator shall be borne by both Property Owners. The decision of the arbitrator shall be final and binding. The arbitrator shall have the authority to determine the procedures to be employed consistent with the object of a timely arbitration at which each party is given a full and fair opportunity to present his or her position and the factual basis thereof. The parties may be represented by counsel.

8. Modifications: This Agreement may be amended by a unanimous vote of all of the Property Owners. No amendment shall take effect until the same is reduced to writing and recorded with the Auditor of Franklin County, Washington.

9. Law and Venue: The laws of the State of Washington shall govern this Agreement and venue shall be situated in Franklin County, Washington.

10. Run With The Land: All covenants, restrictions and easements shall run with the land and perpetually encumber and benefit the properties described in Exhibits A and B, and shall be binding upon the undersigned, their heirs, executors, successors and assigns. Whenever this document refers to a Property Owner, it shall refer to the present Property Owner, as well as heirs, executors, successors and assigns.

IN WITNESS WHEREOF, this Agreement and Easement is executed on the 28 day of August 2003.

  
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KEES C. KOSTER

  
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SHEILA REGE KOSTER

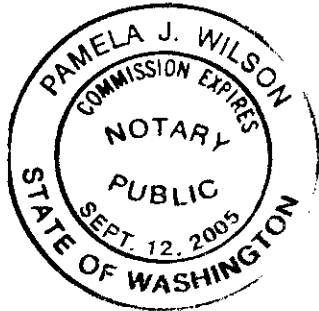
STATE OF WASHINGTON )  
COUNTY OF Benton )

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Page: 6 of 8  
08/29/2003 04:24P  
CASCADE TITLE CO MULTI 64.00 Franklin Co, WA

On this day personally appeared before me KEES C. KOSTER, to me known to be the individual described herein and who executed the within and foregoing document, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 28 day of August 2003.



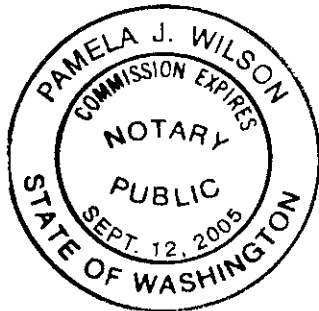
Pamela Wilson  
Pamela Wilson  
NOTARY PUBLIC in and for the State of  
Washington, residing at W. Richtman  
My Commission Expires: 9/12/05

STATE OF WASHINGTON )  
COUNTY OF Benton )

§

On this day personally appeared before me SHEILA REGE KOSTER, to me known to be the individual described herein and who executed the within and foregoing document, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 28 day of August 2003.



Pamela Wilson  
Pamela Wilson  
NOTARY PUBLIC in and for the State of  
Washington, residing at W. Richtman  
My Commission Expires: 9/12/05

## **EXHIBIT A**

Lot 8, Block 1, Bailie Subdivision, according to the plat thereof recorded in Volume B of Plats, Page 95, Records of Franklin County, Washington, EXCEPT portion thereof condemned by United States of America in Civil Case No. 693 of the United States District Court, Eastern District, Southern Division, EXCEPT the East 11.29 feet of Lot 8, Bailie Subdivision.  
Commonly known as 4620 W River Boulevard, Pasco, WA 9930  
Assessor's Tax Parcel ID No.: 119-572-160

**EXHIBIT B**

Lot 7, Block 1, Bailie Subdivision, according to the plat thereof recorded in Volume B of Plats, Page 95, Records of Franklin County, Washington, EXCEPT portion thereof condemned by United States of America in Civil Case No. 693 of the United States District Court, Eastern District, Southern Division, together with the East 11.29 feet of Lot 8, Bailie Subdivision. Commonly known as 4606 W River Boulevard, Pasco, WA 99301