

APR 23 02 PM '75

WESLEY MILLER, AUDITOR  
DEPUTY  
RECORDED IN VOL. 294

PROTECTIVE COVENANTS  
BARTLESON COUNTRY ESTATES

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KNOW MEN BY THESE PRESENTS: That the undersigned, owner of all or a portion of the following property, which has been platted and known as "Bartleson Country Estates", said realty being located in the County of Benton, State of Washington, does hereby declare that the following restrictions shall run with the land and be binding on all parties and all persons claiming the property until January 1, 1985, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by vote of a majority of the then owners of the lots, at least sixty (60) days before the end of said ten (10) year period, it is agreed to change said covenants in whole or in part.

INDEXED BY l.m.

In the event the undersigned, or its successors in interest in any of the property, which said successors are recognized as parties hereto, or if any of said parties, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants hereof, it shall be lawful for any other person or persons owning any of the said lots to prosecute any proceedings at law or in equity either against the person or persons violating or attempting to violate such covenant, and either to prevent him or them from 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 wise affect any of the other provisions

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1 which shall remain in full force and effect.

2 Said restrictions are as follows:

3 1. All lots within the plat shall be used for resid-  
4 ential purposes exclusively, and no structure shall be erected,  
5 altered, placed or permitted to remain on any residential  
6 lot other than one detached single family dwelling, not to  
7 exceed two (2) stories in height, and a private garage for  
8 not more than two (2) cars. In the event a splitlevel is  
9 desired, minimum for the area shall be 900 square feet, for  
10 the main floor. The maximum height from ground level to the  
11 top of the roof shall not be more than thirty (30) feet in  
12 height. In the event a rambler type residence is desired,  
13 there will either be a crawl space, a basement, or a slab  
14 on grade with a minimum of 1100 square feet in the main floor  
15 area. The main floor shall be the one in which the kitchen  
16 is located. All of said structures shall be of new construction  
17 erected on the site.

18 2. No buildings shall be located on any of the lots on  
19 this plat in violation of the front, rear or side yard regulations  
20 of the zoning ordinances of Benton County, Washington.

21 3. No trailer, basement, garage or other building erected  
22 or placed on any lot for use as a temporary residence or shop or  
23 storage unit during the construction of a permanent residential  
dwelling shall be allowed to remain for more than six (6) months.  
This shall not, however, prohibit the storage by the owner of a  
"Travel Trailer" unit for storage purposes.

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BOX 7000, KENNEWICK, WASH. 98336 / PH. 582-5161

1           4. All construction commenced on any dwelling or  
2 structure erected or placed within this plat shall be completed as  
3 to external appearances, including exterior painting, within six  
4 (6) months from the date following commencement of construction.

5           5. All land areas exclusive of driveways and walks,  
6 shall be planted and maintained in a manner not detrimental to  
7 other lots in the plats; provided, however, that nothing herein  
8 contained shall require the owner of vacant lots prior to const-  
9 ruction, to landscape or maintain such lots excepting that the  
10 said owner shall be required to remove any fire hazards contained  
or growing thereon.

11           6. All fences, walls, hedges or mass plantings con-  
12 structed or planted on said lot shall be in accordance with the  
13 rules and regulations of Benton County Regional Planning Commission.  
14 However, these rules and regulations shall be subject to the  
15 further provisions of this paragraph, being no hedges above three  
16 (3) feet in height, no fences on the portions facing any street,  
17 and no decorative fence shall be of a greater height than two  
18 (2) feet, except that lots bordering on 27th Avenue may have a  
fence not more than four (4) feet in height.

19           7. No noxious or offensive trade or business or other  
20 activity shall be carried on upon any lot, nor shall anything be  
21 done on any lot which shall be or become an annoyance or a nuisance  
to the neighborhood.

22           8. This property shall not be used for storage for  
23 construction, machinery or rental equipment, nor for used machinery

1 or scrap equipment, implements, automobiles, motor vehicles  
2 or parts thereof. The Architectural Control Committee shall  
3 be the sole judges in deciding whether there has been any  
4 violation of the provisions of this paragraph. In case of  
5 violation the Architectural Control Committee shall prepare  
6 a written notification to the party in violation stating the  
7 nature of the violation, and the proposed corrections. The  
8 Architectural Control Committee shall further have the right  
9 of enforcement with all cost of correction of any violation  
to be borne by the party or parties in violation.

10 9. No animals, livestock or poultry of any kind shall  
11 be permitted except subject to the following provisions:

12 No more than one calf or beef animal shall be permitted and  
13 the age shall be two (2) years or under. One horse, one lamb,  
14 one dozen chickens, and six ducks shall be permitted for any  
15 one lot, and no pigs or goats shall be allowed. No animals  
16 shall be raised for breeding, commercial or sales purposes.  
17 Not more than two household pets consisting of mature dogs  
18 or cats shall be permitted per owner. There shall be no kennels  
permitted and no dog runs permitted.

19 10. No sign of any kind shall be displayed to the  
20 public view on any lot except one sign of not more than five (5)  
21 square feet advertising the property for sale or rent. However,  
22 signs used by builders or developers to advertise the property  
23 during the construction and sales period may be permitted if they  
do not exceed 36 square feet in size.

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1           11. No barb wire, grape wire, hog wire nor woven wire  
2 fencing shall be installed on any building lot with the exception  
3 of cyclone type wire fencing. All fences shall be approved by  
4 the Architectural Control Committee in the same manner that any  
5 other structure is approved by the Architectural Control Committee,  
6 prior to its construction and installation.

7           12. No structure of any nature shall be erected, nor  
8 shall any construction be commenced on any lot, until the con-  
9 struction plans and specifications and a plot plan have been  
10 submitted to, and approved by an Architectural Control Committee  
11 of the land owners of the plat. For the time being, Vance D.  
12 Bartleson, Lorayne Bartleson and John A. Wilkins shall constitute  
13 a committee for purposes of such approval. A majority of the  
14 committee may designate a representative to act for it. In the  
15 event of death or resignation of any member of the committee,  
16 the remaining members shall have the full authority to designate  
17 a successor. Neither the members of the committee, nor its  
18 designated representatives shall be entitled to any compensation  
19 for services performed pursuant to the covenant.

20           13. On the second Monday of January of each year during  
21 the terms of these covenants, commencing with January, 1976,  
22 there shall be a meeting of the land owners of the plats,  
23 and a majority of said land owners shall then elect a committee  
of three (3) persons to serve as the Architectural Control  
Committee. The election proceedings shall be under Robert's  
Rules of Order as to parliamentary procedure. Once a committee

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1 of three has been elected, the members thereof shall continue  
2 to serve until successors have been elected at the following  
3 meeting of the majority of the land owners in the plat. Such  
4 committee shall not have authority to waive any of the conditions  
5 of these covenants but failure to secure approval of the committee  
6 will be deemed a violation thereof and subject the persons  
7 planning to build to remedial actions set forth herein. Whenever  
8 a property owner submits plans for structures to the committee,  
9 approval shall be deemed to have been given unless the committee  
10 indicates disapproval in writing within thirty (30) days from  
11 the date of receipt of the plans. This provision shall like-  
12 wise apply in approving structures referred to in these covenants.

13 14. No garbage, rubbish or noxious material shall be  
14 placed, stored, or allowed to accumulate in any unenclosed container  
15 for any period of time. All enclosed garbage, rubbish or noxious  
16 material shall be hauled away from the premises or otherwise dis-  
17 posed of in a lawful manner not less frequently than once weekly.

18 15. These covenants are to run with the land and shall  
19 be binding on all parties and persons opening or holding an interest  
20 in any part of said plat. These said covenants, conditions and  
21 restrictions shall be perpetual and shall apply to and be forever  
22 binding upon the grantee, its heirs, personal representatives and  
23 assigns, and are imposed upon said realty as an obligation or  
charge against the same, for the benefit of the grantor herein  
named, its successors and assigns, and as a general plan for the  
benefit of said plat, providing, however, that nothing herein

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1 contained shall prevent modification as set forth herein above  
2 in connection with the ten (10) year periods of time herein.

3 IN WITNESS WHEREOF, the undersigned owner has caused to  
4 be affixed its corporate seal and the signatures of its respective  
5 officers.

WESTERN FINANCIAL CORPORATION

6 By *Wendell L. ...*  
7 President

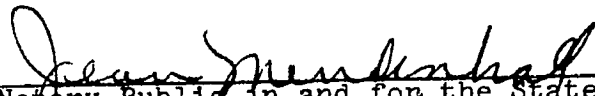
8 By *Lorayne J. Bartleson*  
9 Secretary

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1 STATE OF WASHINGTON )  
2 County of Benton ) ss

3 On this 31st day of March 1975, before me  
4 personally appeared VANCE BARTLESON and LORAYNE BARTLESON,  
5 to me known to be the President and Secretary respectively  
6 of the corporation that executed the within and foregoing  
7 instrument, and acknowledged the said instrument to be the  
8 free and voluntary act and deed of said corporation for  
9 the uses and purposes therein mentioned, and on oath stated  
10 that they were authorized to execute said instrument.

11 IN WITNESS WHEREOF, I have hereunto set my hand  
12 and affixed my official seal the day and year first above  
13 written.

14   
15 Notary Public in and for the State  
16 of Washington, residing at Kennewick.



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