

AF #
94-116022

**PROTECTIVE COVENANTS
FOR
BRECKENRIDGE**

THIS INDENTURE AND DECLARATION of covenants running with the land, made this 6th day of May, 1994 by H. J. N. LIMITED, a Washington corporation, WITNESSETH:

WHEREAS, said party is the owner of the following described property which is platted as BRECKENRIDGE to Benton County, Washington, recorded in Volume 14 of Plats, page 158, records of Benton County, which property is described on Exhibit A attached hereto and incorporated by reference as though fully set forth herein.

WHEREAS, it is the desire of said parties that said covenants be recorded and that said protective covenants be thereby impressed upon said land for the mutual benefit of all owners, present and future, NOW, THEREFORE,

IT IS HEREBY MADE KNOWN THAT said party does by these presents make, establish, confirm, and hereby impress upon Breckenridge, and addition to Benton County, Washington, as recorded in Volume 14 of Plats, page 158, records of Benton County, which property is all located within the boundaries of Benton County, Washington, the following protective covenants to run with said land, and to hereby bind said parties and all of their future grantees, assignees, and successors to said covenants for the term hereinafter stated and as follows:

1. The areas covered by these covenants is the entire area described above.
2. Each lot shall be used only for one single-family residence and related accessory buildings. Upon commencement of construction, purchasers must complete construction as to exterior appearance including finished painting and restoration of lot grade with 10 months from date of commencement of construction. Seeding of restored lot to grass, planting or the equivalent shall be completed within 10 months from commencement of construction or ground breaking.
3. The living area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1000 square feet in the case of one level homes and not less than 1500 square feet in the case of multi-level homes or homes with basements. Single level homes with basements shall have not less than 1,000 square feet on the main level. No home shall exceed two-stories in height as measured from natural ground level plus one foot for footing and floor.
- 3a. Any detached structure exceeding 200 square feet shall be constructed in a manner similar to the main structure, including siding and roofing materials. No detached structure shall exceed two-story in height as measured from natural ground level plus one (1) foot for footings and floor.

4. No building shall be located on any lot nearer than twenty (25) feet to the front lot line, or nearer than 25 feet to any side street line. No permanent structure shall be located nearer than 10 feet to an interior lot line. For purposes of this covenant, open patios and decks are not considered as part of the building.

5. All easements shown on the face of the plat shall be maintained by owners of the lot. No structures, plantings, or other materials shall be placed upon said easements in a manner which may damage or interfere with the installation and maintenance of utilities or which may interfere with or change the direction of drainage channels within the easements. Fences may be erected along property lines as long as the owner of the lot is aware that access to the easement may require the removal of those fences. Fences are cedar, red wood, or outdoor décor wood 6' height with all boards butted side by side. No fence will protrude into front yard area or past front of building unit toward front yard except 3' picket fences with 4" or 6" board separation will be allowed.

6. No wall or hedge shall be erected, placed or altered on any lot nearer to any street than the building set back line.

7. No T.V. antennas, radio antennas, or satellite dishes or related items shall be placed or installed on any lot in a manner which would be visible from the street.

8. No recreational vehicle, boat, trailer, etc. shall be parked on the main street, nor shall these items be stored on any individual lot closer to the street than the front of the garage. The intent of this covenant applies to the permanent storage of such vehicles by a property owner and does not apply to one who may be visiting an individual property owner. Any such vehicle parked for a period longer than two weeks will be considered permanent and will fall under the conditions of this covenant.

9. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become annoying or a nuisance to the neighborhood.

10. Two permanent sign displaying the name of the subdivision shall be permitted at each entrance to the subdivision. Other permanent signs on any lot within the subdivision shall be limited to one sign of not more than three square feet identifying the occupant of the residence. Temporary signs shall be allowed for the purpose of advertising the property for sale or rent.

11. No animals or livestock of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or other household pets may be kept, providing that they are not kept, bred or maintained for commercial purposes. No more than four pets shall be allowed per household, or in the case of a household pet giving birth, no longer than 60 days from the date of the birth.

12. No individual water supply system shall be permitted on any lot.

13. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, construction debris, or other waste. Property owners shall not allow any of the above materials to be deposited on adjacent lots or vacant parcels, without property owner's permission. In the event permission is granted by the property owner, approval must be obtained by the architectural control committee prior to depositing any material on any lot or vacant parcel.

14. No building, fence, wall or other structure shall be erected 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 (A.C.C.) as to the quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finished grade elevation. The A.C.C. is composed of H.J.N. Limited, or its assignee. After 90% of the lots are sold, the original A.C.C. member shall be replaced by a majority vote of the lot owners. The A.C.C. shall be composed of not less than 3 nor more than 5 members. A majority of the Committee may 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. If the A.C.C. fails to approve or disapprove such designs and locations within thirty days after the plans and specifications have been submitted to it, approval will not be required and this section will be deemed to have been fully complied with.

15. The owner of each lot shall be responsible for construction of a 6-foot non-climbable fence along any lot line which is adjacent to an irrigation canal right-of-way.

16. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damage.

17. Invalidation of any one of these covenants by judgment or court shall in no wise affect any of the other provisions which shall remain in full force and effect.

18. These covenants may be amended by 90% majority vote of the owners of property contained within the subdivision (In the case of a property owner who owns more than one lot, that owner shall have one voter per parcel owned.) A change to any individual item of these covenants shall in no wise affect the remaining items contained within this set of covenants.

19. These covenants are to run with the land and shall be binding on all parties and all persons claiming ownership of the land under them for a period of ten (10) years from the date of original recording, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless and instrument

signed by the simple majority of the then property owners of the lots has been recorded,
agreeing to change said covenants in whole or part.

H.J.N. LIMITED

Please add this ↓

Recorded May 6, 1994

Auditor's File No. 94-16032