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DEC 31 2 02 PM '97

DEBBIE GARDNER
BENTON COUNTY AUDITOR

VOL. 680 PAGE 3283

PROTECTIVE COVENANTS
for
CASA DEL SOL, PHASES I AND II
in Benton County, Washington

Undersigned:

Milo & Donna Bauder

BT-46896
EN-12931

BENTON-FRANKLIN TITLE CO

9.00 ✓ (1)

1. The undersigned do hereby certify and declare that the following reservations, conditions, covenants, and agreements shall become and are hereby made a part of all conveyances of property owned by the undersigned, within the plat of Casa Del Sol, Phases I and II, of which conveyances and agreements shall become a part by reference hereto and to which it shall thereupon apply as fully and with the same effect as if set forth at large therein.
2. Buildings must be suitable for year around use and must be placed on permanent concrete or masonry foundations or footings. All buildings, outbuildings and fences must be constructed in a workman-like manner of attractive, properly finished material that harmonizes with the surroundings. Fences shall not exceed 60" in height.
3. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1,000 square feet for a one story dwelling or 1,400 square feet for a two story or tri-level dwelling.
1-1199-100-0003-000 (IOP)
4. No dwelling or other building shall be erected within 25 feet of the front line or nearer than 25 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches which protrude past any setback line shall not be construed as a violation of said setback line. Lot 4 BIK 3 Casa Del Sol Phase I
5. Easements for installation and maintenance of utilities and irrigations facilities are reserved as shown on the recorded plat. Within these easements, no structure or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
6. No noxious or offensive activity shall be carried on upon any lot, or shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

8. No sign of any kind shall be displayed to the public view of any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. An appropriate entrance marker is excepted therefrom.

9. Livestock shall be limited to 2 horses, 2 cattle, 3 sheep, 3 goats, but no more large animals than a combined number of 3. NO pigs are allowed.

10. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

11. These covenants may be changed at any time in whole or in part by an instrument signed by 51 per cent of the owners.

12. 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 violations or to recover damages.

13. Developer shall have the right to add or delete reasonable restrictions, covenants, and conditions hereto at their absolute discretion until such time as 75 per cent of the lots are sold.

DONE THIS 29 DAY OF Decem. 1997.

Mil B Bauder
Donna R. Bauder

STATE OF WASHINGTON
COUNTY OF Benton
On this day personally appeared before me
Mil B & Donna R. Bauder
to me known to be the individual described in and who
executed the within and foregoing instrument, and
acknowledged that they signed the same as
their free and voluntary act and deed, for the
uses and purposes therein mentioned.
GIVEN under my hand and official seal this 29th
day of December 1997
Wanda R. Wender-Latin
Notary Public in and for the State of Washington,
residing at 1111 1/2 STATE OF WASHINGTON
My appointment expires April 1, 2001
NOTARY PUBLIC
My Commission Expires April 1, 2001

STATE OF WASHINGTON
COUNTY OF _____
I certify that I know or have satisfactory evidence that _____
is the person(s) who appeared before me, and said person(s)
acknowledged that (he/she/they) signed this instrument, on oath stated
that (he/she/they) was (were) authorized to execute the instrument and
acknowledged it as the _____ of _____
to be the free and
voluntary act of such party for the uses and purposes mentioned in the
instrument.

Dated

Signature

Title

My appointment expires

(SEAL OR STAMP)



Stephen P. Ordover Exec. Dir. 4-20-99
 BENTON RURAL ELECTRIC ASSOCIATION TITLE DATE
Gene Strick GENERAL MANAGER 4/15/99
 COLUMBIA BASIN CABLE TITLE DATE

CITY OF WEST RICHLAND

Delwood Toano _____ DATE
 CHAIRMAN, WEST RICHLAND PLANNING COMMISSION

NOTES:

1. THIS PLAT APPEARS TO HAVE SUITABLE CONDITIONS FOR THE USE OF ON-SITE SEWAGE DISPOSAL SYSTEMS. HOWEVER, BECAUSE OF THE NATURE OF THE TESTING METHODS USED, WE HAVE NO WAY OF DETERMINING WHETHER EACH LOT CAN COMPLY WITH BENTON-FRANKLIN BOARD OF HEALTH RULES AND REGULATIONS AT THE TIME OF PERMIT ISSUANCE.
 FURTHERMORE, BE ADVISED THIS DEPARTMENT'S APPROVAL OF ANY LOT WITHIN THIS PLAT FOR THE USE OF ON-SITE SEWAGE DISPOSAL SYSTEMS MAY BE CONTINGENT UPON THAT LOT PASSING ADDITIONAL SOIL INSPECTIONS, PERCOLATION TESTS, AND/OR OTHER REQUIREMENTS AT A LATER DATE.
2. PLACEMENT OF RESIDENCES SHALL NOT EXCEED 100' FROM ROADWAY.
3. ADDRESS NUMBERS [NOTED IN BRACKETS] ARE SUBJECT TO CHANGE UNTIL THE EXACT LOCATION OF ACCESS ONTO EACH LOT IS DETERMINED.
4. THERE SHALL BE NO DIRECT ACCESS FROM LOTS 9, 10 AND 11 OF BLOCK 1 ONTO STATE ROUTE 224.