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VOL 425 PAGE 682

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VERNON H. L. AUDITOR

DEPUTY  
RECORDED IN VOL. 425

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PROTECTIVE COVENANTS  
OF  
COLUMBIA CENTER ESTATES

KNOW ALL MEN BY THESE PRESENTS that Columbia Center Estates joint venture being the owner and developer of the following described real property situated in County of Benton, State of Washington, to wit:

Columbia Center Estates No. 1, a subdivision recorded in Volume 14 of Plats, Page 53, Records of Benton County, Washington, and Columbia Center Estates No. 2, a subdivision recorded in Volume 14 of Plats, Page 54, Records of Benton County, Washington.

SARBO TITLE INSURANCE CO.

shall run with the land and be binding on all the parties having, or acquiring any right, title or interest in the described property or any part thereof and shall enure to the benefit of each owner thereof.

1. TYPE OF SUBDIVISION. The property described herein is being developed as a residential manufactured housing subdivision according to City of Kennewick ordinances which are incorporated herein by reference, the provisions of which shall be complied with as applicable. The project consists of four phases of 83, 89, 83 and 75 lots respectively and covenants herein shall initially attach to the first two phases totaling 172 lots described in Schedule 1 attached hereto and later be amended to include the remaining phases.

2. PURPOSE. Each lot, its structures and improvements, shall be held, conveyed, hypothecated, encumbered, used, occupied, improved and maintained subject to the following covenants for the purpose of enhancing and protecting the value, desirability and attractiveness. It is further the intent and purpose to assure

the quality of the dwellings and other structures now and in the future, to protect the health, safety, welfare and security of monetary investments and to further all things conducive to harmony and compatibility among neighbors.

3. DURATION AND AMENDMENTS. To insure orderly development of all four phases of the subdivision, developer hereby reserves the right to amend, change or delete provisions of this declaration during the period in which lots are being developed, improved and marketed as is necessary to effectuate the intended purpose. Subject to this reservation, the covenants and restrictions shall be in effect for an initial period of ten years with automatic five year extensions unless a majority of lot owners vote otherwise on any anniversary. After marketing is completed by developer, a majority of the lot owners may amend the covenants which amendment shall be recorded with the Benton County Auditor's office.

4. TYPE OF DWELLING AND LOT IMPROVEMENTS. All lots in the subdivision shall be used exclusively for single family residential purposes. Permanently attached to each shall be a factory built manufactured home having a minimum square footage area of 800. Location on permanent foundations, connection to utilities and the like shall be in accordance with the minimum standard set forth in Chapter 18.27 of the Kennewick Municipal Code. Those provisions may be expanded by the Architectural Control Committee from time to time.

5. LANDSCAPING AND MAINTENANCE. Each and every home owner shall have a period of one year in which to complete minimum landscaping of the front yard which shall be reasonably maintained from time to time in keeping with the standards of the surrounding

neighborhood.

6. ARCHITECTURAL CONTROL COMMITTEE.

A) For the period during which developer is constructing improvements on the lots and marketing them, the Architectural Committee will be composed of three individuals appointed by developer. The initial members of the committee shall be Gary F. Kohn, John H. Hamilton, and W. B. Harris. Committee may appoint any one member to act on its behalf. Developer may remove any member of the committee from office at any time and may appoint new or additional members from time to time.

B) After all of the lots in all four phases of this subdivision are complete and occupied by home owners, or sooner if it is determined by the Architectural Committee to be in the best interest of the subdivision, this initial Architectural Committee shall be changed to that of a neighborhood committee comprised of three or more persons elected by a majority of the subdivision lot owners.

7. DUTIES OF COMMITTEE. Before any manufactured home and/or other improvements are constructed on any lot, the above committee shall review the proposed plot plan to insure harmony with the overall neighborhood plan as to workmanship and materials, compatibility with existing structures, and location with respect to topography and finished grade elevation. Minimum standards for landscaping of each lot will be established by the committee.

The committee's approval or disapproval as required in these covenants shall be in writing. In the event that the committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or, in any event, no suit to enjoin

the construction has been commenced prior to the completion thereof, the related covenants will be deemed to have been complied with.

8. PROPERTY USE RESTRICTIONS.

A) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence either temporarily or permanently.

B) Fences shall be limited to six feet in height.

C) No sign of any kind shall be displayed to the public view on any lot except those used by the developer or lot owner to advertise the property for sale and temporary election advertisement signs when appropriate.

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

E) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats or other household pets provided the lot owner complies with the Kennewick City Code, and further providing that the animals are not kept, bred or maintained for any commercial purposes.

F) No lot or other area within the subdivision may be used or maintained as a dumping ground for rubbish, trash, garbage or any other waste and such material shall be kept or maintained on any individual lot in a sanitary container which shall be promptly and periodically removed.

G) Since cable TV hookups are available to each lot, no television antennas shall be permitted. The Architectural Committee or the neighborhood committee shall first approve of any other antenna.

H) No commercial activity shall be permitted. No

vehicles of any kind other than a passenger car, station wagon or pickup truck of the size of one ton or less shall be parked or stored on any lot or street for any extended period of time. Likewise, suitable arrangements shall be made for recreational vehicles, boats, travel trailers and similar types of vehicles. No car parts, appliances, immobilized or immobile vehicles shall be placed or stored upon any lot within this subdivision.

9. EASEMENTS. Easements for drainage and utility facilities are reserved over a five foot wide strip along each side of the interior lot lines and over the rear five feet of each lot. Easements for installation and maintenance of other utilities are reserved as shown on the recorded plat or other instrument of public record. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels 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 public authority or utility company is responsible.

10. ENFORCEMENT. If any person, firm, corporation or other entity shall violate or attempt to violate any covenant or restriction herein, the initial Architectural Control Committee, the neighborhood committee or any individual lot owner may proceed with enforcement at law or in equity to enjoin such activities or recover damages therefrom.

11. SEVERABILITY. In the event any provisions or covenant herein is declared invalid by a court or administrative

body of competent jurisdiction, it shall not affect the remaining provisions herein which shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the developer herein, has hereunto set its hand this 15<sup>th</sup> day of July, 1982.

DEVELOPER:

COLUMBIA CENTER ESTATES JOINT VENTURE, BY:

ROBERT YOUNG CONSTRUCTION, INC.

*Gary F. Komm*  
Gary F. Komm, Vice President

PIONEER INVESTMENT COMPANY

*W. B. Harris*  
W. B. Harris, Vice President

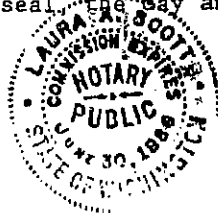
CORPORATE

STATE OF WASHINGTON:  
COUNTY OF Benton: ss.

On this 15 day of July, 1982, before me personally appeared Gary F. Komm to me known to be the Vice President of Robert Young Construction, Inc.

the corporation that executed the within and foregoing instrument and acknowledged the same instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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



*Laura A. Scott*  
Notary Public in and for the State of Washington, residing at: Kennewick

CORPORATE

STATE OF WASHINGTON:  
COUNTY OF WALLA WALLA: ss.

On this 16<sup>d</sup> day of JULY, 1982, before me personally  
appeared W. B. HARRIS to me known to be the  
VICE PRESIDENT

the corporation that executed the within and foregoing instrument  
and acknowledged the same instrument to be the free and voluntary  
act and deed of said corporation, for the uses and purposes therein  
mentioned, and on oath stated that he was authorized to execute  
said instrument.

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

Leona M. Clark  
Notary Public in and for the State of  
Washington, residing at: Walla Walla, WA



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BOBBIE GAGNER  
BENTON COUNTY, AUDITOR

SECOND AMENDMENT TO  
PROTECTIVE COVENANTS

OFFICIAL RECORDS

OF

REPLAT OF COLUMBIA CENTER ESTATES

WHEREAS, Pioneer Investment Company, a Washington corporation, the owner and developer of the following described real property situated in the County of Benton, State of Washington to wit:

Replat of Columbia Center Estates Phase I, recorded in Volume 14 of Plats, page 53, and Replat of Columbia Center Estates Phase II, recorded in Volume 14 of Plats, page 74, records of Benton County, Washington.

executed and filed Protective Covenants on July 28, 1982 under Auditor's File No. 864418, which were amended on September 28, 1983 under Auditor's File No. 884610; and

WHEREAS, it has become necessary to amend said covenants; and

WHEREAS, the covenants, provide "to insure orderly development of all four phases of the subdivision, developer hereby reserves the right to amend, change or delete provisions of this declaration during the period in which lots are being developed, improved and marketed as is necessary to effectuate the intended purpose"; and

WHEREAS, the developer is still in possession and deems it necessary to amend certain provisions of the declaration and lots are still being improved and marketed; NOW THEREFORE,

The protective covenants are hereby amended as follows:

1. Paragraph 4 is amended as follows:

"4. TYPE OF DWELLING AND LOT IMPROVEMENTS. All lots in the subdivision shall be used exclusively for single family residential purposes. Permanently attached to each shall be a factory built manufactured home being a minimum of double-wide in size and having a minimum square footage of living area space of not less than 900 square feet. Said manufactured home must have a composition roof and wood or vinyl exterior siding of good quality to be approved by the Architectural Control Committee. All homes must be on permanent foundation, connected to all available utilities and the like shall be in accordance with the minimum standard set forth with current Chapters of the City of

AFTER RECORDING MAIL TO:  
Pioneer Investment Company  
c/o Robert Young Realty Services  
2200 N. Rhode Island Court  
Kennewick, WA 99336

Kennewick Municipal Code(s). These provisions must be approved before any structure may be placed on any lot within the development by they Architectural Control Committee. These provisions may be expanded by the Architectural Control Committee from time to time."

2. Paragraph 6 A is amended to read as follows:

"6. ARCHITECTURAL CONTROL COMMITTEE.

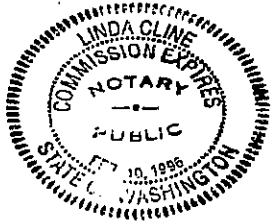
A. The developer hereby removes from the Committee Beth Schumaker. The developer hereby appoints to the Committee Wendy Hardy. The Committee may appoint any one member to act on it's behalf. Developer may remove any member of the Committee from office at any time and may appoint new or additional members from time to time."

3. In all other respects, the Protective Covenants are confirmed and ratified in full.

IN WITNESS WHEREOF, the undersigned, being the developer herein, has set its hand this 14th day of June, 1993.

PIONEER INVESTMENT COMPANY

By: W.B. Harris  
W.B. Harris, Vice President



STATE OF WASHINGTON, }  
County of Walla Walla } ss.

On this 14th day of June A. D., 1993  
before me personally appeared W.B. Harris

, to me known to be the Vice President of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

Linda Cline  
Notary Public in and for the State of Washington, residing at Walla Walla

My commission expires on: 2-10-96

TL-35 R2 3/76 SAFECO Title Insurance Company - ACKNOWLEDGMENT - CORPORATION

AFTER RECORDING MAIL TO:  
Pioneer Investment Company  
c/o Robert Young Realty Services  
2200 N. Rhode Island Court  
Kennewick, WA 99336

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VERNER H. LEE, AUDITOR  
DEPUTY  
RECORDED IN VOL 440

FIRST AMENDMENT TO  
PROTECTIVE COVENANTS  
OF  
COLUMBIA CENTER ESTATES

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WHEREAS, Columbia Center Estates Joint Venture, the owner and developer of the following described real property situated in the County of Benton, State of Washington, to wit:

Columbia Center Estates No. 1, a subdivision recorded in Volume 14 of Plats, Page 53, records of Benton County, Washington, and Columbia Center Estates No. 2, a subdivision recorded in Volume 14 of Plats, Page 54, records of Benton County, Washington.

executed and filed Protective Covenants on July 28, 1982; and

WHEREAS, it has become necessary to amend said covenants; and

WHEREAS, the covenants provide "to insure orderly development of all four phases of the subdivision, developer hereby reserves the right to amend, change or delete provisions of this declaration during the period in which lots are being developed, improved and marketed as is necessary to effectuate the intended purpose"; and

WHEREAS, the developer is still in possession and deems it necessary to amend certain provisions of the declaration and lots are still being developed; NOW THEREFORE,

The protective Covenants are hereby amended as follows:

1. Paragraph 4 is amended as follows:

"4. TYPE OF DWELLING AND LOT IMPROVEMENTS. All lots in the subdivision shall be used exclusively for single family residential purposes. Permanently attached to each shall be a factory built manufactured home having a minimum square footage area of 800 feet, or a double-wide manufactured home with composition roof and siding approved by the Architectural Control Committee. Location on permanent foundations, connection to utilities and the like shall be in accordance with the minimum standard set forth in Chapter 18.27 of the Kennewick Municipal Code. Those provisions may be expanded by the Architectural Control Committee from time to time."

2. Paragraph 6 A is amended to read as follows:

"6. ARCHITECTURAL CONTROL COMMITTEE.

A) For the period during which developer is constructing improvements on the lots and marketing them, the Architectural Committee will be composed of three individuals appointed by developer. The initial members of the committee shall be Robert W. Young, Beth Schumaker and W. B. Harris. Committee may appoint any one member to act on its behalf. Developer may remove any member of the committee from office at any time and may appoint new or additional members from time to time."

3. In all other respects, the Protective Covenants are confirmed and ratified in full.



therein mentioned, and on oath stated he is authorized to execute the said instrument.

GIVEN under my hand and official seal this 22nd day of September, 1983.

*Linda M. Class*  
Notary Public in and for the State of  
Washington, residing at Waldburg

