

After Recording Mail to:

Jon C Peschong
Joey Peschong
3621 RD 96
Pasco, WA 99301



Reference numbers of related documents: 1568313

Grantor/ Declarants: Jon C Peschong and Joey Peschong

Legal Description: 'OTS 1-6 of Plat Double J Estates recorded in
Volume D of Plats, Page 177 of Franklin County Records. See exhibit A
Assessor's Tax Parcel ID Numbers: 118-092-010' for detailed
legal description.

Protective Covenants running with land for Double J Estates

THIS INDENTURE AND DECLARATION of covenants running with the land, made this 27th day of July, 1999 by Double J Estates, and Jon C Peschong and Joey Peschong, a private entity(Declarants).

WITNESSETH:

WHEREAS, said parties are the owners of the following described property which is being platted as Double J Estates, an addition to the county of Franklin, Washington, which property is located in Pasco, Washington and is legally described as:

WHEREAS, it is the desire of said parties that said covenants be recorded and that said protective covenants be thereby impressed upon Double J Estates, an addition to Pasco, Washington, as recorded in Plats records of Franklin County, Washington, which property is located within the boundaries of Franklin County, Washington, the following protective covenant 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 as follows.

1. The area covered by these covenants is the entire area described area.
2. Each lot shall be used only for single family detached residence and related accessory buildings.



3. No off-site manufactured homes will be permitted.
4. No metal siding of any type will be allowed for the residential structure, pole building will be allowed for the accessory buildings.
5. All secondary structures must be of the same color as the main structures. The living structure can be any color other than any shade of purple, red or pink.
6. Prior to construction all exterior paint colors and proposed structure plans must be approved by the Architectural Control Committee.
7. All acreage must be planted in pasture and yard landscaping in a 30 foot parameter of the living structure within one year of receiving a certificate of occupancy from Franklin County.
8. No building shall be located on any lot nearer than 20 feet to the property boundary lines. For purposes of this covenant, open patios and decks are not considered as part of the building.
9. All easements shown on the face of the plat shall be maintained by the 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 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 said fences.
10. All fencing must be approved by the Architectural Control Committee prior to installation.
11. 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.
12. Any permanent signs on any lot within the subdivision shall be limited to one sign of not more than one (1) square foot identifying to occupant of the residence. Temporary signs shall be allowed for the purpose of advertising the property for sale or rent.
13. One "animal unit" per half acre of land will be allowed. An "animal unit" is defined as one horse, one mule/donkey, one bovine animal, three goats, three sheep or ten rabbits. One 4-H swine will be allowed per acre only and no poultry will be allowed.



14. No individual water supply systems shall be permitted on any lot with the exception of lot 1.
15. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Waste shall not be kept except in sanitary containers.
16. No building 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 as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade of elevation. The Architectural Control Committee is composed of Jon C Peschong and Joey Peschong, 3621 Rd 96, Pasco, WA 99301. A Majority of the Committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.
17. The placement of houses on the lots and the exterior elevation of the house shall be approved by the Architectural Control Committee.
18. 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 damages. Enforcement may be had by any owner of any property subject to these Protection Covenants. In case of any litigation the prevailing party shall be entitled to an award of their reasonable attorneys fees and litigation costs.
19. Invalidation of any 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.
20. These covenants may be amended by seventy-five percent (75%) majority of the owners of property contained within the subdivision. Said change(s) shall be recorded and become an addition to these Covenants and conditions. A change to any individual item of these covenants shall in no wise affect the remaining items contained within this set of covenants.
21. 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 thirty (30) years from the date of original recording, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed



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

IN WITNESS WHEREOF, the undersigned owners of the property of Double J Estates has affix their signatures.

Double J Estates

By: Jon C Peschong
Jon C Peschong, Owner

By: Joey Peschong
Joey Peschong, Owner

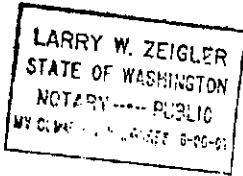


STATE OF WASHINGTON

COUNTY OF BENTON

On this 27th day of July, 1999, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jon C Peschong, to me known to be the owner of Double J Estates, that executed the foregoing instrument, and acknowledged it 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 is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.



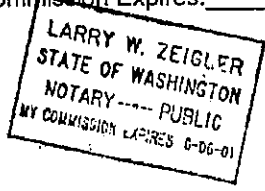
[Signature]
NOTARY PUBLIC in and for the State of Washington, residing at _____
Commission Expires: _____

STATE OF WASHINGTON

COUNTY OF BENTON

On this 27th day of July, 1999, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Joey Peschong, to me known to be the owner of Double J Estates, that executed the foregoing instrument, and acknowledged it 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 is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.



[Signature]
NOTARY PUBLIC in and for the State of Washington, residing at _____
Commission Expires: _____



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"EXHIBIT A"

The West half of the South half of the Northeast quarter of the Southwest quarter of Section 17, Township 9 North, Range 29 East, W.M., Franklin County, Washington, EXCEPT portion lying West of existing pipeline of Franklin County Irrigation District No. 1, EXCEPT Road 96, formerly known as Chaney Road, AND EXCEPT that portion conveyed to Franklin County by instrument recorded March 8, 1993, under Recording No. 495888, described as follows:

Beginning at the Southwest corner of Section 17, Township 9 North, Range 29 East, W.M.; thence South 87°45'49" East for 1484.11 feet; thence North 02°17'52" East for 1299.51 feet to the True Point of Beginning; thence North 88°05'02" West for 43.96 feet to a point on the boundary; thence 02°21'09" East for 649.75 feet to a point on the boundary; thence South 88°06'59" East for 40.40 feet to a point on the boundary; thence South 02°04'21" West for 649.75 feet to the True Point of Beginning.

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