

Return To:

Gerald Fritts
1350A Grandridge
Suite 105
Kennewick, WA 99336

VOL 407 PAGE 269

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VERNER MILLER, ASSISTANT
DEPUTY
RECORDED 407

DECLARATION

OF COVENANTS, RESTRICTIONS AND CONDITIONS

md-49-81

THIS DECLARATION IS SET FORTH BY GERALD M. FRITTS AND MARY P. FRITTS HEREINAFTER
REFERRED TO AS "DECLARANT".

PREPARED BY *[Signature]*
CHECKED BY _____

WITNESSETH:

WHEREAS, DECLARANT IS THE OWNER of certain property in the County of Benton,
State of Washington, platted as Foisy Subdivision, according to the plat thereof,
recorded in Volume 3 of Plats, Page 31, records of Benton County, Washington.

NOW THEREFORE, Declarant declares that all of the Properties shall be held,
sold and conveyed subject to the following easements, restrictions, covenants,
and conditions, which are for the purpose of protecting the value and desirability
of, and which shall run with, the real property and be binding on all parties
having any right, title or interest in the Properties of any part thereof, their
heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

BENTON FRANKLIN TITLE CO.

ARTICLE I
DEFINITIONS

Section 1. "Owner" means the record owner, whether one or more persons or
entities, of a fee simple title to any Lot which is a part of the Properties, in-
cluding contract sellers, but excluding those having such interest merely as
security for the performance of an obligation.

Section 2. "Lot" means any plot of land shown upon any recorded subdivision
map of Properties.

Section 3. "Declarant" means Gerald M. Firtts and Mary P. Fritts, their
successors and assigns if such successors or assigns should aquire more than one
developed Lot from the Declarant for the purpose of development.

ARTICLE II
ARCHITECTURAL CONTROL

Section 1. No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural committee composed of three or more representatives appointed by the Declarant. If the committee fails to approve or disapprove such design and location within thirty days after said 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.

Section 2. MEMBERSHIP. The Architectural Control Committee is composed of:

Harry F. Beeeler Plymouth, Washington

Gerald M. Fritts 142 W. Hillview Dr. Richland, Washington

Mary P. Fritts 142 W. Hillview Dr. Richland, Washington

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members shall have full authority to designate a successor. Neither the members shall have full authority to 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. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

Section 3. DWELLING, QUALITY AND SIZE. The intention and purpose of the covenant is to assure that all dwellings shall be of quality workmanship and materials that meet the approval of the Architectural Control Committee. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less 1000 square feet for a one-story dwelling, nor less than 800 square feet for a dwelling of more than one-story

Section 4. BUILDING LOCATION AND SETBACKS

A. Front Yard

1. There shall be a front yard set back of not less than fifty-five (55) feet from centerline of any street right-of-way of sixty (60) feet or less. If the right-of-way exceeds sixty (60) feet, the setback then shall not be less than twenty-five (25) feet from the property line.
2. No building shall be hereafter erected or altered so any portion thereof shall be nearer to the front property line than the distance indicated in the preceding subparagraph 1, except eaves, cornices, belt course, and similar ornamentations may project over a front yard not more than two (2) feet. Steps, terraces, platforms, and porches having no roof covering and being not over forty-two (42) inches in height may extent into a front yard

B. Side yard

1. There shall be a side yard of not less than seven (7) feet on each side of the building, provided that on a corner lot the isde yard on the flanking street shall not be less than twenty (20) feet.
2. No building shall be hereafter erected or altered so that any portion thereof shall be nearer to the side lot line than the distance indicated by the width of the required side yard, except:
 - a. Eaves, cornices, belt courses, and similar ornamentations may extend over a side yard for a distance of not more than two (2) feet.
 - b. Platforms, terraces, and steps, not over forty-two (42) inches in height may extend into a side yard.

- c. Accessory buildings when located not less than one hundred (100) feet from the front property line or when the entire building is not more than thirty-five (35) feet from the rear property line may occupy the side yard along an inside lot line.
- d. Fireplaces may extend into a side yard a distance of not more than eighteen (18) inches.

C. Rear Yards

- 1. There shall be a rear yard of not less than twenty-five (25) feet.
- 2. No dwelling or multiple family dwelling shall be hereafter erected or altered so that any portion thereof may be nearer to the rear lot line than the distance indicated by the depth of the required rear yard, except eaves, cornices, steps, platforms, and open porches may extend into the rear yard.
- 3. In a residence district, not more than forty (40) per centum of the rear yard may be occupied by accessory of other buildings.

ARTICLE III
EXTERIOR MAINTENANCE

Each individual Owner shall be obligated to provide exterior maintenance of his own Lot. If any Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the committee, the committee by vote of at least two-thirds, shall have the right to enforce by injunctive or other legal remedy the obligation of any Owner under this article to enter upon the parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall become a debt of the Owner of of the Lot.

Section 1. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear and the eight (8) feet of each lot and the five (5) feet adjacent to all side lot lines. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, 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 a public authority or utility company is responsible.

Section 2. General utility easements are to be observed as indicated on the face of the plat.

ARTICLE V

USE RESTRICTIONS

Section 1. ENJOYMENT OF PROPERTY. The Owners shall use their respective properties to their enjoyment in such a manner so as not to offend or detract from other Owner's enjoyment of their own respective properties.

Section 2. IN DEROGATION OF THE LAW. No Owner shall carry on any activity of any nature whatsoever on his property that is in derogation or in violation of the laws and statutes of the State of Washington, and the County of Benton or other applicable governmental body.

Section 3. PETS. Owners shall observe and obey all laws applicable to the residents of Benton County pertaining to care, control and husbandry of animals and pets.

Section 4. COMMERCIAL ACTIVITY. There shall be no commercial activity by the Owners.

Section 5. TEMPORARY STRUCTURES. No structure of a temporary character, such as a trailer or a shack or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

Section 6. NUISANCES. No noxious or offensive activity shall be carried on upon any properties, nor shall anything be done thereon which may become a nuisance as such is defined in the laws of the State of Washington .

Section 7. LIVESTOCK AND POULTRY. No animals or livestock or poultry or any kind shall be raised, bred or kept on any Lot except dogs, cats, or other household pets may be kept according to the provisions of Section 3 hereof.

Section 8. GARBAGE AND REFUSE DISPOSAL. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in a sanitary container. Every Owner, occupant or tenant shall have weekly garbage and refuse removal.

Section 9. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any Lot, unless prior approval is obtained from the architectural committee, and Benton County Health District.

Section 10. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot.

Section 11. WATER SUPPLY. No individual water supply system shall be permitted on an Lot, unless prior approval for such system is obtained from the architectural committee and all such construction must be in accordance with the rules and regulations of the Benton County Department of Health.

Section 12. AUTOMOBILE REPAIR AND MAINTENANCE. There shall be no major overhaul or repair work performed on automobiles or other vehicles unless done so in specifically allotted areas such as the community workshop. Any automobile or other vehicle deemed to be in inoperative condition in excess of three days and which causes an undesirable effect on the area may be removed by action of the architectural committee.

Section 13. SIGNS. No signs of any kind nor for any uses, except public notice by a political division of the state, or as required by law, shall be

erected, posted, painted or displayed on any building site or portion of this subdivision whatsoever, except any builder may erect and display sign during the period he is building and selling property in said subdivision, and any Owner wishing to sell or rent his home may place one sign; not larger than 800 square inches, advertising the property for rent or sale.

ARTICLE VI
PRESERVATION OF VIEW RIGHTS

The architectural committee shall have the responsibility of determining whether trees or other vegetation on the premises of any lot unreasonable interferes with the view of other residences of this subdivision. In any case in which the architectural committee shall determine that there is such interference, it shall be sent in notice in writing to the Owner involved. The notice shall set forth the extent to which the tree or other vegetation shall be pruned or removed. If within 30 days after receipt of such notice the Owner has not caused the trees or the other vegetation to be pruned or removed to the extent required by the architectural committee, it may by a vote of at least two-thirds enforce by injunctive or other legal remedy the obligation of the Owner under this article.

ARTICLE VII
SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 3 and 10 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sightline limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain with such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

ARTICLE VIII
GENERAL PROVISIONS

Section 1. Enforcement. The architectural committee or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, obligations and reservations, now or here after imposed by the provisions of this Declaration. Failure by the architectural committee or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of 30 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety (90%) percent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. Any amendment must be recorded.

Section 4. ANNEXATION. Additional land may be annexed by the Declarant without consent of the Owners within ten (10) years of the date of this instrument.

DATED This 24th day of March, 1981

DECLARANT

MARY P. FRITTS

Mary P. Fritts

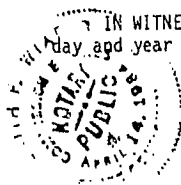
GERALD M. FRITTS

Gerald M. Fritts

STATE OF WASHINGTON)
County of Benton)

On this 26th day of March, 1981, before me personally appeared GERALD M. FRITTS AND MARY P. FRITTS, to me to be the people that executed the within and foregoing instrument, and acknowledge 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 they were 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.



Edith J. Winters
Notary Public in and for the State of Washington
Residing at Kennewick

879265

VOL 436 Plat 1218

AMENDMENT TO
DECLARATION OF COVENANTS, RESTRICTIONS
AND CONDITIONS

We, the owners of certain property in the County of Benton,
State of Washington, platted as Foisey Subdivision, according to
Plat thereof recorded in Volume 3 of Plats, Page 31, records of
Benton County, Washington, amend the Declaration of Covenants,
Restrictions and Conditions as follows:

Section 3. Dwelling quality and size.

Dwelling under this section shall include manufactured
double wide mobile homes. Manufactured homes shall be
placed on lots to comply with requirements of Benton County,
and qualify for financing under FHA and/or Federal National
Mortgage Corporation (Fannymae).

Dated this 29 day of April 1982

FILED BY

JUN 13 12 16 PM '83

VERNER MILLER, AUDITOR
DEPUTY
RECORDED IN VOL. 436

Harry F. Beeler
OWNER

Gloria Beeler
OWNER

State of Washington
County of Benton

INDEXED BY
CHECKED BY [Signature]

On this 29 day of April 1982, before the undersigned, a Notary
Public in and for the State of Washington, personally appeared

HARRY F. BEELER AND GLORIA BEELER

to me known to be the individuals who executed the within and
foregoing instrument, and acknowledged said instrument to be their
voluntary act and deed for the uses and purposes herein mentioned.

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



[Signature]
NOTARY PUBLIC in and for the State of
Washington residing in KILMORNO



Return Address

Name BENTON FRANKLIN TITLE COMPANY
Address 3315 W CLEARWATER AVENUE SUITE 100
City, State, Zip KENNEWICK, WA. 99336

79723-KLH/JSP

BENTON FRANKLIN TITLE CO.

2100

Document Title(s) (or transactions contained therein):

1. AMMENDMENT TO DECLARATION OF COVENANTS RESTRICTIONS AND CONDITIONS
- 2.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:
(on page _____ of document(s)) 862894

Grantor(s) (Last name first, then first name and initials)

1. CASTLE HOMES LLC
2. LYNN S WATT
3. EDWIN J WATT, JR
- 4.
5. Additional names on page _____ of document.

Grantee(s) (Last name first, then first name and initials)

1. CASTLE HOMES LLC
2. LYNN S WATT
3. EDWIN J WATT, JR
- 4.
5. Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

Lots 1- 16 Blk 7 Foisy Subdivision
Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number 1-0758-104-0007-001

Additional legal is on page _____ of document .

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S
INDEXING FORM (Cover Sheet)



2005-007044

Pg: 2 of 3

03/07/2005 03:03P

21.00 Benton County

**AMMENDMENT TO DECLARATION
OF COVENANTS RESTRICTIONS AND CONDITIONS**

WHEREAS-Original covenants, restrictions, and conditions were recorded on March, 27, 1981, by owners Gerald M Fritts, and Mary P Fritts, which were subsequently modified on June 13, 1983 to allow for mobile homes.

Whereas- Original owners of said property are currently deceased or of whereabouts unknown.

We, the current owners of said property declare the following:

1. The makeup of the architectural committee for said property shall be as follows:

**Lynn S Watt
Castle Homes LLC (T S Longey, General Manager)
Ed Watt**

2. Owners shall be permitted to keep horses, so long as said animals pose no nuisance to adjoining landowners.

Date:

Owner

Owner

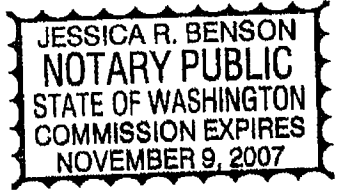
Owner

[Handwritten signatures and text: "Owner" lines, "Lynn S Watt", "Ed Watt", and "Gen Castle Homes LLC" written above the first signature line]

STATE OF WASHINGTON)
) SS
COUNTY OF BENTON)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____
(Name of Person)
TOM LONGLEY SIGNED THIS INSTRUMENT, ON OATH STATED THAT
(HE/SHE) WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS
THE MEMBER
(Type of Authority, E.G., Officer, Trustee, Etc.)
OF CASTLE HOMES LLC
TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES
MENTIONED IN THE INSTRUMENT.

DATED MARCH 4, 2005
Signature Jessica R. Benson
Name JESSICA R. BENSON
Title NOTARY PUBLIC
My Appointment Expires 11/9/07



STATE OF WASHINGTON }
COUNTY OF BENTON } SS

I certify that I know or have satisfactory evidence that LYNN S WATT AND EDWIN J. WATT, JR.
are the persons who appeared before me, and said person s acknowledged that they
signed this instrument and acknowledge it to be their free and voluntary act for the uses and
purposes mentioned in this instrument.
Dated: MARCH 4, 2005

Jessica R. Benson
Notary Public in and for the State of Washington
Residing at Kennewick
My appointment expires: 11/9/07

