

BF-6468

LAMPSON & LAMPSON REAL ESTATE, INC.
PROTECTIVE COVENANTS OF GOLDEN ORCHARD ESTATE

We, the undersigned, being the owners of the following described real property, to-wit:

GOLDEN ORCHARDS ADDITION
SECTION 10 - TOWNSHIP 8 NORTH,
RANGE 29 EAST W. M.
CITY OF KENNEWICK
BENTON COUNTY, WASHINGTON

FILED BY

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do hereby declare the following Restrictions and Covenants which shall run with the land shall be binding on all parties and their heirs, successors or assigns hereafter and until January, 1982, and shall thereafter be automatically extended for successive periods of five years, unless by a vote of the majority of the then owners of the lots, it is agreed to change said Covenants in whole or in part.

If the parties hereto, or their heirs, successors or assigns, shall violate or attempt to violate any of the following Covenants, it shall be lawful for any other person or persons owning any real property situated in the above described area to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and either to request injunctive relief or damages for such violation. Invalidation of any one of the following Covenants by a court of competent jurisdiction shall in nowise affect any of the other Covenants which shall remain in full force and effect.

NEIGHBORHOOD COMMITTEE: These Covenants, and irrigation provisions hereinafter described shall be under the jurisdiction of a Neighborhood Committee composed of landowners in the Subdivision.

H. JAMES O'KON
KENNETH THOMPSON, JR.

shall constitute the Committee until other owners have purchased property in the Subdivision. Thereafter the Committee shall consist of three persons elected by the majority of the landowners in the Subdivision.

IRRIGATION WATER USAGE: Irrigation water will be supplied under pressure. The Neighborhood Committee shall have full authority to operate and maintain the irrigation system. Each lot in the Subdivision shall be charged its pro-rata share of the cost of maintenance and operation of the system in each year. The irrigation system shall deliver water to the boundaries of the respective lots at one turnout.

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Upon full development of the Subdivision, rotation of irrigation deliveries may be required. The Neighborhood Committee shall be vested with full power to establish the rotation calendar of days and hours when water will be made available to the respective lots and all lots in the Subdivision shall be subject to this schedule. The Committee can change the schedule from time to time as circumstances require. The purpose of the irrigation regulations shall be to distribute irrigation water to all of the lots in the most equitable manner possible.

LOCATION OF DWELLINGS AND STRUCTURES: No mobil home shall be located less than 25 feet from the front property line of the adjacent street, and not less than 10 feet from the side lot line. All land areas exclusive of driveways and walks, shall be planted and maintained in a manner not detrimental to other lots in the Plat; provided, however, that nothing herein contained shall require the owner of vacant lots, prior to construction, to landscape or maintain such lots, excepting that the said owner shall be required to remove any fire hazards contained or growing thereon.

All fences, walls, hedges, or mass plantings constructed or planted on said lots shall be in accordance with the rules and regulations of the City of Kennewick.

DWELLINGS AND STRUCTURES: There shall be no shack, tent, or barn built on this property for temporary or permanent living purposes. Also the mobil home must meet City of Kennewick specifications.

All lots in Golden Orchard Estate are now and shall be known as mobil home residential lots. And there shall be no structure erected, altered, placed or permitted to remain on any lot or lots other than single residential mobil home. Mobil homes will be required to build foundations according to City of Kennewick specifications. Except a building not to exceed 24 feet x 24 feet with a 1 - 4 pitch roof, not to exceed height of mobil home and must conform to the original construction and of similar materials.

All construction commenced on any dwelling or structure erected or placed within this Plat shall be completed as to external appearances, including exterior painting within six months from the date following commencement of construction and must meet City of Kennewick Planning Commission.

LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes.

RESTRICTIONS ON OTHER USES: This property shall not be used for storage for construction machinery or rental equipment.

No public garage, manufactory, mercantile business or repair occupation may be conducted as a significant part of the activity on any of these lots.

No used machinery or scrap equipment, implements, automobiles, or conspicuous parts of such equipment may be held or accumulated on the property.

No trash shall be dumped or allowed to accumulate on any part of the property. This includes excess excavation materials which cannot be beneficially utilized for fill, driveways, or other construction purposes.

Trees or shrubs shall be kept well pruned and not to exceed 20 feet in height.

EASEMENTS: Easements as indicated on the Plat have been dedicated for irrigation water lines, and for public utility purposes. As long as these easements are not employed for the intended uses, the owners of the land affected by said easements shall have the use of same. It should be understood, of course, that any structure or fencing erected thereon are subject to removal whenever these easements are employed for the intended public uses.

Invalidation of one or any part of any one of these covenants by judgment or by court order, shall in no manner affect the other provisions herein contained, and the remaining provisions shall remain in full force and effect.

Kenneth Thompson Jr.

Witness

F. James O'Kon

Witness

ACKNOWLEDGMENT

State of Washington
County of Benton

On this 30 day of Nov., 1976, before, the undersigned, a Notary Public in and for the State of Washington, personally appeared H. JAMES O'KON and KENNETH THOMPSON, JR.

to me known to be the individuals who executed the within dedication and acknowledged to me that they signed and sealed the same as 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.

Judith Kay Howe
Notary Public in and for the State of Washington
Residing in Kennewick

