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VERNER MILLER, AUDITOR
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PROTECTIVE COVENANTS FOR
GOOSE GAP RANCHETTES

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INDEXED BY *[Signature]*
CHECKED BY *[Signature]*

THIS DECLARATION of restrictions, reservations and protective covenants as set forth herein by the undersigned owners of all of the land situated within Short Plats 642, 643, 644, 795, 796, 797 and 798, Benton County, Washington, known as Goose Gap Ranchettes, is made for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property. This declaration shall run with the land, and the terms thereof shall be binding upon all purchasers and land owners, whether holding legal or equitable title, who shall purchase or acquire, by any means whatsoever, any parcel of five (5) acres or more within Goose Gap Ranchettes.

If the owners of the above-described property, or any of them or their successors or assigns, shall violate any of the covenants or restrictions herein contained, it shall be lawful for any other person or persons owning real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such covenants, and either to prevent him or them from so doing, or to recover damages resulting from said violation, or both.

Invalidation of any of these covenants by judgment, court order, legislative enactment, or otherwise, shall in no wise affect any of the other provisions, which shall remain in full force and effect.

1. Every person or entity who is an owner of any parcel in Goose Gap Ranchettes, which are included within Short Plat 642, 643, 644, 795, 796, 797 and 798, Benton County, Washington, shall automatically become a member of the community association known as

SAEVO TITLE INSURANCE CO.

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Goose Gap Ranchettes Association. Each member shall be entitled to all of the rights and privileges associated therewith, including their proportionate share of the irrigation system assets, and shall assume the obligations and requirements as hereinafter set forth. There shall be one (1) membership only for each parcel five (5) acres or larger, and in the event a parcel now or in the future is owned by more than one person, the several owners of such interest shall designate one of their number as a member. Each parcel shall be entitled to one vote at any meeting of the Association, no proxies being allowed).

2. At least one (1) Association meeting shall be held each year on or about March 15. For the purposes of conducting business at the annual meeting, a quorum shall consist of those members present at the meeting. At the first annual meeting, a five-member executive committee shall be elected as follows:

- 1st member - 3-year term;
- 2nd member - 3-year term;
- 3rd member - 2-year term;
- 4th member - 2-year term;
- 5th member - 1-year term;

The executive committee shall elect from among their membership a president, vice-president and secretary-treasurer, with the remaining members serving as members-at-large. At subsequent association meetings, members shall be elected to fill only those positions for which terms have expired. All members of the executive committee shall serve without salary or wage. The primary duty of the executive committee is to coordinate and organize the routine annual business of the Association and operate the Association during the year.

Special problems of the Association may require more than one (1) annual meeting of the Association. The executive committee may call a special meeting of the membership at any time by giving the

members three (3) days notice of the special meeting, either in writing or by telephone. The executive committee must call a special meeting of the membership within five (5) days if requested to do so in writing by three (3) or more members.

3. At each annual meeting a water supervisor shall be designated by the executive committee and his or her duty shall be to see that the irrigation lines and outlets are in good condition and that the system is cleaned and ready for the season's irrigation water flow. The water supervisor shall arrange a schedule so that each parcel can get its fair share of the irrigation water in rotation. The water supervisor shall be the liaison agent between the executive committee and all members of the Association. Additional regulations regarding the use of irrigation may be adopted by the executive committee as necessary.

4. IRRIGATION WATER

A. Each new owner or resident shall be responsible for the use and care of the irrigation water when it is his turn to receive it. His share of water shall not be allowed to waste, and he shall be liable for water damage to adjoining property and streets. If he does not wish to use the water in his rotation, he shall notify the water supervisor in ample time for him to make other arrangements.

B. Each owner of a parcel shall be billed as follows for electricity to operate the irrigation pump or pumps and maintain the system:

1. ANNUAL TURN ON: There shall be an annual turn-on charge of Ten Dollars (\$10.00) per acre, due March 1st of each year.

2. REGULAR WATER USE. There shall be a charge of \$5.00 per acre due March 1st of each year for regular operation and maintenance costs of the system. If the billings

herein set out do not cover the season's operation costs, a final billing will be made in the fall of the year after all the costs are in.

3. SURPLUS FUND. There shall be an assessment of One Dollar (\$1.00) per month per acre for the creation of a surplus fund to pay for future major repairs or replacements for the irrigation system. The surplus fund will be billed quarterly.

4. BILLING. Actual cost of the purchase of irrigation water will be billed by W. Kenneth Coffland and Beverly M. Coffland, husband and wife, and P. Dale Howard and Shirley J. Howard, husband and wife, d/b/a Badland Investment Co., and will be payable within thirty (30) days from the billing date. In the event payment is not made within thirty (30) days, interest at ten percent (10%) per annum shall be allowed, and at the option of Badland Investment Co., said amount can be added to said owner's real estate contract balance, with interest at ten percent (10%) per annum until paid. This billing practice will be followed until such time as the parcel is billed directly by the Kennewick Irrigation District.

C. (1) The money collected for the initial hook-up and monthly water use shall be placed in an Association checking account at a mutually agreed upon financial institution and disbursed to pay regular operating bills by checks signed by the Secretary-Treasurer and one other member of the executive committee.

(2) The money collected for the surplus fund shall be placed in a savings account at a mutually agreed upon financial institution and shall require the signature of any three (3) members of the executive committee before funds may be withdrawn to pay repair or replacement costs or new installation bills for the system.

D. (1) No sprinkler heads larger than 9/64ths-inch shall be used.

(2) The distribution of water to each parcel is dependent

upon the cooperation of all of the property owners within the short plats, and therefore there is no guarantee or representation by the undersigned that each owner will at all times receive adequate irrigation water.

5. ROADS. There are roads constructed within Goose Gap Ranchettes, which are not county roads. The cost of the maintenance and repair of said roads shall be borne by the owners of the property. The main roadway serving all of the parcels shall be maintained on a pro-rata basis by all of the property owners within Goose Gap Ranchettes. The secondary roads leading off the main road to the various parcels shall be maintained by the owners adjoining said secondary roads. The matter of determining the repairs and maintenance of the roads and the portion of the cost for said repair and maintenance shall be a part of the business to be transacted by the executive committee.

6. GENERAL REGULATIONS.

A. Fences shall be allowed on any parcel, provided same are kept in good repair. The maximum height for all fences shall not exceed six (6) feet.

B. All parcels shall be kept free of visible litter, automobile wreckage and scrap iron. Vehicles not operative or in the process of being repaired shall, after the expiration of thirty (30) days notification by the executive committee, be classified as automotive scrap, and the owner of the parcel shall be required to forthwith remove the same from the premises.

C. No buildings, out-buildings or otherwise shall be built or located within twenty-five (25) feet of adjoining property or any street or abutting sidewalk.

D. All pasture shall be kept mowed to a reasonable height, not to exceed two (2) feet.

E. Fowl shall be restricted to chickens in pens. Each parcel owner shall be limited to a maximum of two (2) cows or one (1) horse or two (2) hogs per acre. All hog pens

must be a minimum of four hundred (400) feet from any neighbor's dwelling. Instead of cows, hogs or a horse, four (4) sheep per acre will be allowed.

F. Feed pens and livestock yards shall be kept clean and dry, as reasonably as possible.

G. Shrubs, hedges and trees shall be kept neatly trimmed and shall be topped back so as not to exceed thirty (30) feet maximum height. All fruit trees shall be kept insect free and disease free.

H. All dogs must be kenneled or kept within the boundary of the owner's parcel, and there shall be no more than two (2) dogs per parcel.

I. All buildings located on any lot in Goose Gap Ranchettes shall be in good repair and in a generally attractive condition. There shall be no lean-to type roofs or shelters.

J. No dwelling shall be constructed containing less than 1,100 square feet of ground floor area, except that one-and-one-half or two-story dwellings shall contain a minimum of 900 square feet of ground floor area.

K. No camper-trailer, tent, shack or future outbuildings shall be used for a temporary dwelling for more than six months while constructing a permanent dwelling or installing a mobile or modular home. The exterior of all permanent dwellings must be completed within six months after beginning of construction thereon.

L. Mobile homes or modular homes will be allowed, provided that no mobile homes more than four (4) years old at the time of installation upon the real property will be allowed except by prior written consent of sellers. All mobile homes must be in good repair and of a good appearance and shall be skirted with metal, block exterior siding, or similar material common to exterior construction within sixty (60) days from the time they are placed on the parcel. Straw, interior-grade plywood or unsightly materials shall not constitute adequate skirting. Single-wide mobile homes a minimum of 14 feet by 55 feet will be allowed. Any violation of this or any other provision of these covenants also constitutes

a violation of the Real Estate Contract with the sellers.

M. The zoning for Goose Gap Ranchettes is Rural Estates (RE). County regulations will not allow the creation of a lot less than 86,000 square feet in a Rural Estate zone.

~~N. Refer to the attached sheet to cross reference Lots _____ through _____, Goose Gap Ranchettes, with the Short Plat numbers and lot numbers, constituting the legal description for each lot.~~

O. All additions, amendments or deletions to these protective covenants must be approved by no less than two-thirds of the membership of Goose Gap Ranchettes Association.

P. All costs related to proration of any bills in this community association will be based on the fact that there is a total of 159.3 acres in the Goose Gap Ranchettes subdivision, Short Plats 642, 643, 644, 795, 796, 797 and 798, Benton County, Washington.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 20th day of July, 1979.

W. Kenneth Coffland
W. Kenneth Coffland

Beverly M. Coffland
Beverly M. Coffland

P. Balle Howard
P. Balle Howard

Shirley J. Howard
Shirley J. Howard

Robert W. Cox
Robert W. Cox

Ruby E. Cox By ROBERT COX
Ruby E. Cox P.O.T.

