

VERNER MILLER, AUDITOR
DEPUTY

RECORDED IN VOL. 222

PROTECTIVE COVENANTS
KOCH'S ESTATES

Auditor's File No.

Recorded

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, owners of all or a portion of the following real property, which is to be platted and known as "Koch's Estates", said realty being:

Located in the State of Washington, County of BENTON

do hereby declare that the following restrictions shall run with the land and be binding on all parties and all persons claiming the property until March 1, 1987, at which time said covenants, shall be automatically extended for successive periods of ten (10) years each, unless by a vote of a majority of the then owners of the lots, at least sixty (60) days before the end of said ten (10) year period, it is agreed to change said covenants in whole or in part.

In the event the undersigned, or their successors in interest to any of the property, which said successors are recognized as parties hereto, or if any of said parties, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants, hereof, it shall be lawful for any other person or persons owning any of the said lots to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenant, and either to prevent him or them from doing or to recover damages or other dues for such violation.

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

Said restrictions are as follows:

PURPOSE: It is the intent and purpose of these provisions to assure the initial development of this property in the form of individual small acreages with high quality residence where the future owners and their families may pursue small scale, part time agricultural and animal husbandry activities such as may be characterized by ownership and use of riding horses and 4H or PFA projects for young people. It is further the intent and purpose of these restrictions and covenants to assure the high quality of dwellings and other structures now and in the future, to protect the health, safety, welfare, security of monetary investment and to further all things conducive to harmony and compatibility among neighbors and finally, it is the purpose and intent of these provisions to assure the orderly and eventual conversion of this property into a high quality residential area which can be readily intergrated with the anticipated growth of the adjacent community.

1. All of the lots shall be known and be described as Suburan Estate residential lots. No structure shall be erected, altered, placed or be permitted to remain on any Suburban Estate residential lot other than one single-family dwelling not to exceed two (2) stories in height and out-buildings, shed, garage or shelter with a covered area not to exceed the covered area of the dwelling.

*Return Henry Koch
404 So. Allyn
Kernum, wa 99336*

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Koch's Estates

2. No structure erected elsewhere may be moved intact and placed on any building lot in this entire plat. No trailer, basement, tent, shack, garage, barn or other out-buildings erected or placed on the property shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
3. No residential structure shall be erected or placed on any building lot which shall have a ground floor area, exclusive of one-story open porches and garage, of less than 1400 square feet for a one-story dwelling, or less than 1100 square feet in the case of one and one-half or two-story structures.
4. Any dwelling or structure erected or placed on any of the said lots shall be completed as to external appearances, including finished painting, within twelve (12) months from date of commencement of construction.
5. All structures to be erected on said property shall be of standard masonry or frame construction, or a combination thereof, and shall have permanent foundations. No structures shall be erected on said described property of such unusual, extraordinary or bizarre design as will lessen the value of the neighboring property or be inconsistent with the development of this subdivision as a first class residential district.
6. No tree, shrub or planting shall be allowed to grow to a height in excess of 35 feet on any lot nor in excess of 15 feet on any portion of the lot ahead of the front line of the residence on the property providing that they do not interfere unnecessarily with the view of another residence. The architectural control committee shall be the sole judge in deciding whether there has been such interference. In case of violation, the architectural control committee shall prepare a written notification to the party in violation stating the nature of the violation and the proposed corrections. The architectural control committee shall further have the right of enforcement with all costs of correction of any violation to be born by the party or parties in violation.
7. No noxious or offensive trade or activity shall be carried on upon any portion of the sub-division.
8. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Only trailers of less than thirty five feet (35) may be stored on any lot and only when said trailer is the property of the owner-occupant residents of that lot.
9. No garbage, rubbish or noxious materials shall be placed, stored or allowed to accumulate in any unenclosed container for a period of time. All enclosed garbage, rubbish or noxious materials shall be hauled away from the premises or otherwise disposed of in a lawful manner not less frequently than once weekly.

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Koch's Estates

10. All set-back lines, sidelines and other building restrictions shall be in accordance with the applicable ordinances of the City of Kennewick and the County of Benton, State of Washington.

11. Animals, livestock or poultry of any kind shall be limited by county restrictions. Not more than two (2) horses, two (2) cattle, two (2) sheep or thirty (30) mature fowl shall be allowed, per acre per owner. No pigs shall be allowed. No animals shall be raised for breeding purposes and not more than four (4) mature dogs or cats shall be permitted per owner.

12. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot and one sign of not more than five (5) square feet advertising the property for sale or rent. However, signs used by builders or developers to advertise the property during the construction and sales period may be permitted if they do not exceed thirty-two (32) square feet in size.

13. No barb wire, grape wire, hog wire nor woven wire fencing shall be installed on any building lot with the exception of cyclone type wire fencing. All fences shall be approved by the architectural control committee in the same manner that any other structure is approved by the architectural control committee, prior to its construction or installation.

14. No structure of any nature shall be erected, nor shall any construction be commenced on any lot, until the plans for said structure have been submitted to and approved by an architectural control committee of the land owners of the subdivision. For the time being, Henry Koch and Enid Koch shall constitute a committee for purposes of such approval and they shall continue to serve as such committee until a committee of three persons shall have been elected by a majority of the land owners in this subdivision. The land owners shall meet on the second Monday of January of each year during the term of these covenants and at that meeting the committee referred to herein shall be elected, with the election proceeding under Roberts Rules of Order as to parliamentary procedure. Once the committee of three has been elected, the members thereof shall continue to serve until successors have been elected at the following meeting of a majority of the land owners in the subdivision. Such committee shall not have authority to waive any of the conditions of these covenants but failure to secure approval of the committee will be deemed a violation hereof and subject the persons planning to build to remedial action set forth herein. Whenever a property owner submits plans for structures to the committee, approval shall be deemed to have been given unless the committee indicates disapproval in writing within thirty (30) days from the date of receipt of the plans. This provision shall likewise apply in approving structures referred to in Paragraph 5 of these Protective Covenants.

Signed and approved this _____ Day of March 1977.

Henry Koch