

PROTECTIVE COVENANTS

For

Red Mountain Ranchettes, Phases II and III
in Benton County, WashingtonCol. Eng. Serv.
APR 12 9 11 AM '78

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1. The undersigned do hereby certify and declare that the following reservations, conditions, covenants, and agreements shall become and are hereby made a part of all conveyances of property owned by the undersigned, within the plat of Red Mountain Ranchettes, Phases II and III, of which conveyances and agreements shall become a part by reference hereto and to which it shall thereupon apply as fully and with the same effect as if set forth at large therein.
2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than the one detached single family dwelling not to exceed two stories in height and a private garage for one car or car port as a minimum number.
3. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than ~~1,300~~ ^{1,200} square feet for a one story dwelling.
4. No dwelling or other building shall be erected within 25 feet of the front line or nearer than 25 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches which protrude past any setback line shall not be construed as a violation of said setback line.
5. Easements for installation and maintenance of utilities and irrigation facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities 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.
6. Easements for drainage are reserved over a 5 foot wide strip along each side of interior lot lines and over the rear 5 feet of each lot, as well as where 20 foot drainage ditches are noted on the plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, 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.
7. No noxious or offensive activity shall be carried on upon any lot, or shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.
9. No sign of any kind shall be displayed to the public view of any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. An appropriate entrance marker is excepted therefrom.

Columbia Engineers Services
10 Box 310
Richland

10. 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 any commercial purposes.

11. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

12. Lot and block grading and drainage, and minimum foundation elevations on individual homes to be built in this subdivision shall be in compliance with the plans stamped "Accepted by FHA."

13. These covenants may be changed at any time in whole or in part by an instrument signed by 51 per cent of the owners.

14. 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.

15. Developer shall have the right to add or delete reasonable restrictions, covenants, and conditions hereto at their absolute discretion until such time as 75 per cent of the lots are sold.

DONE this 7 day of April, 1978.

Asghar R. Sadri
Asghar R. Sadri

Wallace V. Teuscher
Wallace V. Teuscher

Joan Teuscher by Wallace V. Teuscher attorney in fact
Joan W. Teuscher

STATE OF WASHINGTON)

: ss

COUNTY OF CLARK)

On this day personally appeared before me Asghar R. Sadri to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Done this 7 day of April, 1978.

Patricia E. Nelson
Notary in and for the State of Washington
Residing at Vancouver, Wa.

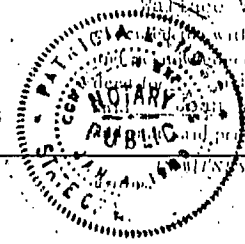


STATE OF WASHINGTON,

County of CLARK,

On this 7 day of April, 1978, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Wallace V. Teuscher

to me known to be the individual described in, and who acknowledged to me that he signed and sealed the same as his own, free and voluntary act and deed, for the uses and purposes therein mentioned, and principal is not deceased nor insane.



Patricia E. Nelson

Notary Public in and for the State of Washington, residing at Vancouver, Wa.