

363374

Mail to: 2900 Rd 76 No.  
Pasco, WA.  
99301

363374  
RECORDED IN VOL. 83  
OF OFFICIAL RECORDS  
PAGE \_\_\_\_\_ REQUEST OF  
Alvin W. Gower  
AUG 16 3 32 PM '76  
DEPT. CLERK  
FRANKLIN COUNTY, WASH.  
DEPUTY  
MAIL TO:

RESTRICTIVE COVENANTS FOR  
RANCHETTE ACRES

The owners and platters of Ranchette Acres, a subdivision in the County of Franklin, state of Washington, the plat of which is filed in the office of the Franklin County Auditor, under Auditors File No. 43373, do hereby declare that the following restrictions and covenants shall be restrictions and covenants running with the land, and shall be binding on all parties and all persons claiming under the undersigned until January 1, 1986, at which time these restrictions and covenants shall automatically extend for successive periods of ten (10) years, unless by vote of the majority of the owners of the lots it is agreed to change or abrogate such restrictions and covenants.

If the owners hereto, 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 sub-division 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 doing so, or to recover damage 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.

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1. All lots in Ranchette Acres shall be primarily for residential purposes, but may be used as a single family farm unit. No structure shall be erected, altered, placed, or permitted to remain on any lot in said addition, other than one detached single family dwelling not to exceed one and one-half stories in height, a private garage, and the necessary out buildings for a small single family farm operation when erected in conformance with these restrictions as more particularly hereinafter set forth.

2. No trailer, basement, tent, shack, garage, barn or other out building erected in the tract 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; EXCEPT that a construction trailer may be used while building is in progress.

3. Any dwelling or structure erected or placed on any lot in this sub-division shall be completed as to external appearance including finished painting within 12 months from date of commencement of construction.

4. No building on any residential lot shall be located nearer than thirty-five (35) feet to the front lot line, or nearer than fifteen (15) feet to the side lines. No out building may be placed beside the residence, excepting only the private garage. All other structures on the tract must be placed behind the residence or the garage. All said structures shall be of new construction erected on the site. No dwelling may be occupied before the outside of the building is completed, including two coats of paint on wood structures.

5. No dwelling or residential structure costing less than 30,000.00 and with a minimum floor area of the main structure, exclusive of open porches, garages, or breeze ways, of less than one thousand two hundred (1,200) feet, shall be permitted on any lots in said sub-division. The

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minimum cost shall be based upon levels prevailing on the dates these covenants are recorded, it being the intention and purpose of these covenants to insure that the dwelling shall be of a quality of workmanship and materials substantially the same or better than that that may be produced on the date these covenants are recorded, at the minimum cost stated herein and for the minimum dwelling size.

6. 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.

7. Any barns or buildings for animals must be located at least 200 feet from the front property line and shall have comparable siding to residence and painted with two coats of paint and be so located as not to be obnoxious to adjoining property.

8. No animals, livestock, or poultry of any kind shall be raised, bred, kept or maintained for commercial purposes. No lot shall be used as a dry feed lot to the extent that it becomes a dust nuisance.

9. No noxious trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, of which fact a two-thirds (2/3) majority of the occupants of said sub-division shall be judge, and no non-residential inharmonious use shall be permitted.

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10. The owner or occupant of each lot shall maintain the grounds in good presentable condition at all times.

July 19, 1976

Signature:

*Alvin H. Lower*

Signature:

*Mildred H. Lower*

AFTER FILING  
RETURN TO 474035  
TJ PRESZLER  
1550 GRANDRIDGE #210  
KENNEWICK, WA, 99336  
783-9635

8-30-90 91-

MODIFICATION  
OF RESTRICTIVE COVENANTS FOR  
RANCHETTE ACRES

COMES NOW the owners of the majority of the lots within RANCHETTE ACRES, a subdivision in the County of Franklin, State of Washington, the plat of which is filed in the office of the Franklin County Auditor, under Auditor's file number 363373, do hereby declare that the original restrictive covenants for RANCHETTE ACRES recorded in Volume 83 of Official Records of Franklin County on August 18, 1976 be modified as follows:

Paragraph 1 provides ". . . one detached single family dwelling not to exceed one and one-half stories in height". This paragraph is to be modified to read: ". . . one detached single family dwelling not to exceed two stories in height". All other terms and conditions of the recorded restrictive covenants shall remain in full force and effect.

Definition of 2-stories; A 2-story residence shall be described as a residence having two levels of finished living area. The area of each floor is approximately the same. The roof structure has a medium slope, the attic space is limited and is not designed for useable living area. Or a residence having two levels of living area, with the lower level partially below grade. In addition a structure may also have a basement.

This provision requires modification to eliminate ambiguity as to the definition of a one and one-half story residence and the fact that as of this date there are at least two homes that are in fact two-story residences that are in violation of the original restrictive covenants.

The subject subdivision consists of 23 lots numbered 1 through 23. The present owners are also listed on the attachment along with their signatures agreeing to the modification of the restrictive covenants as enclosed. By signature attached each of us agree that STEVEN CREE may record the Modified Covenant and Restriction on our behalf.

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PRESENTED BY  
*Steven Cree*  
STEVEN CREE

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RANCHETTE ACRES

- ✓ Lot 1 HENDERSON, JOHN & MARIA John Henderson
- ✓ Lot 2 DROKE, STEVEN & SHARISSE Steve Droke
- Lot 3 DEBEVEC, RAYMOND & LAVERNE \_\_\_\_\_
- Lot 4 DEBEVEC, RAYMOND & LAVERNE \_\_\_\_\_
- Lot 5 BALLOU, N.R. & GENEVIEVE Norman R. Ballou M. A. Ballou NOT APPROVED
- Lot 6 AUSTIN, LOUIS \_\_\_\_\_
- Lot 7 MAGULA, PATRICK & KATHRYN Pat Magula NOT APPROVED
- ✓ Lot 8 KOOP, WILLIAM & RENAE Renae S. Koop
- ✓ Lot 9 HARE, RICHARD & JUDITH Judith Hare
- ✓ Lot 10 DEAN, JOSEPH & KAREN Karen Dean
- Lot 11 SQUIRE, DAVID & JEANETTE \_\_\_\_\_
- ✓ Lot 12 BLACK, RANDY & DEBORAH Deborah L. Black
- ✓ Lot 13 SCHELL, ALAN & SUE Alan D. Schell
- Lot 14 GOWER, ALVIN Alvin Gower NOT APPROVED
- Lot 15 GOWER, ALVIN \_\_\_\_\_
- ✓ Lot 16 BORCHER, MICHAEL & RHONDA Michael D. Borchers
- ✓ Lot 17 OLBERDING, FRED & LYNN Lynn Olberding
- Lot 18 HOPPER, MARK ALLAN \_\_\_\_\_
- ✓ Lot 19 QUENTIN, S.D. & SUZANNE Suzanne Quentin
- Lot 20 ZACHER, ADAM & REBINA Adam Zacher NOT APPROVED
- ✓ Lot 21 CREE, STEVEN & TERRY Steven D. Cree
- ✓ Lot 22 MILLER, TERRY & CAROL Terry R. Miller
- ✓ Lot 23 MILLER, TERRY & CAROL Terry R. Miller

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