

PROTECTIVE COVENANTS  
OF  
RANCHETTE ESTATES NO. 6

Harold Thompson

APR 13 11 16 AM '72

REGISTERED AUDITOR

268

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

Ranchette Estates # 6 recorded in Volume 8 Page 150.

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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, 1975 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 and 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 no wise affect any of the other covenants which shall remain in full force and effect.

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 residences 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 4-H or FFA 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 high quality residential area which can be readily integrated with the anticipated growth of the adjacent community.

MA IL TO:  
Thompson-Lampson Real Estate  
2527 West Kennewick Avenue  
Kennewick, Washington 99336

NEIGHBORHOOD COMMITTEE: These covenants, construction on the premises, and irrigation provisions hereinafter described shall be under the jurisdiction of a neighborhood committee composed of landowners in the subdivision. Harold N. Thompson and Ira C. Lampson 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.

The committee shall have the authority to approve all proposed construction in the subdivision for compliance with these covenants before construction is started. Such committee shall not have authority to waive any conditions of these covenants, but failure to secure their approval will be deemed a violation and any construction or activity without such approval may be enjoined and damages collected for the violation by any landowner in the subdivision.

FUTURE SUBDIVISION OF ESTATES: All of the presently platted estates have at least one full dimension fronting on a road. Any of these estates may be subdivided by description and without platting into two lots, each with frontage equal to one half that of the unsubdivided estate. One of these subdivisions may be as small as about one quarter of a two acre estate. All such subdivisions shall be of regular form with boundaries parallel to the original estate boundaries except, of course, in those cases where a boundary may be irregular such as along the canal right of way, in which situation the new boundary of the subdivision shall be parallel to the appropriate straight side. In order to provide some measure of latitude and flexibility, dimensions of subdivided sections may vary within ten percent of the half dimensions of the original estate measurements, excluding road easements. The resulting area of the new subdivision may not also vary by more than tenpercent from a half or a quarter of the original estate area. To assure logical future resubdivision in accordance with the above requirements, dwellings and other permanent structures shall be appropriately oriented and confined to an area comprising a quarter of an original estate and which may thus be totally disposed of later as one of the minimum sized areas as specified above, of not less than one-half an acre in size.

If the future owners elect to subdivide their estates for sale as lots as indicated above, they shall provide easements or rights of way for the delivery of domestic and irrigation water to each of such subdivisions.

DWELLINGS AND STRUCTURES: No dwelling, barn, shed, or shelter of any kind shall be placed on any of the property by moving thereon such a structure or building which had earlier been erected at any other location.

No trailer, basement, tent, shack, garage, barn, or other outbuilding 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.

No structure or dwelling shall exceed two stories in height. Residences shall be single unit dwellings having an enclosed ground floor projected living area of not less than 1,350 square feet for a single floor and not less than 1,050 square feet for split entries, and not less than 1,150 square feet for single floors with a basement. Such area does not include porches, garages, patios, breezeways, etc. No outbuildings shall have a sheltered area greater than that of the dwelling.

Dwellings shall comply with not less than minimum F.H.A. requirements and specifications.

Outbuildings shall be set away from dwellings by a distance of not less than forty feet.

Hay piles shall be set away from dwellings by a distance of not less than forty feet. Behind dwellings and under cover.

Garages shall be no larger than adequate for three cars.

Any dwelling or other structure erected or placed on the property shall be completed as to external appearance including finished painting within twelve months of commencement of construction.

Until such time as a sanitary sewer system shall have been extended to serve the area, sewage disposal facilities for dwellings shall be provided in accordance with the requirement of Benton County Ordinance No. 72 and the Health Authority with jurisdiction.

LOCATION OF DWELLINGS AND STRUCTURES: No dwelling, barn, garage or other structure shall be constructed nearer than 30 feet to the edge of any street or road easement or nearer than 12 feet to the estate boundaries. In addition, no permanent building shall be placed in the space between the dwelling and the street.

FENCING: No barbed wire fencing shall be used along any street line. Any fencing of this area, if provided, shall be of a decorative nature with a height of not more than four feet.

LIVESTOCK: It is the intent that owners may conduct limited livestock and poultry operations, the extent of which would be controlled essentially by the capability of the land to support such activities. In recognition of such capabilities, owners of a one acre tract shall not maintain more than two large animals, either cattle or horse, ten sheep (including lambs) or two goats on the property. No pigs. Up to 100 chickens or other poultry may also be kept. All such animal husbandry efforts must be conducted in a creditable manner such that they will be of essentially minimum offensiveness or nuisances to neighbors, with particular reference to shelter, confinement, noise, and disposal of wastes.

No livestock operation may be conducted on one-half acre tracts.

Dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes.

AGRICULTURAL USES: The property may be used for the production of crops including other horticultural activities such as nurseries. Display and sales stands will be permitted only for products grown on the property and placed between the dwelling and the street line temporarily and only for the duration of the selling season. Signs, not larger than six square feet in area, may be used only during the same period.

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 prorata 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.

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 may 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.

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 estates.

No inoperable farm machinery, including tractors, trucks, or automobiles may be held on the property for more than three months.

No used machinery or scrap equipment, implements, automobiles, conspicuous parts of such equipment which will serve no purpose in operation of the estate 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 material which cannot be beneficially utilized for fill, driveways, or other construction purposes. No excavation shall be carried out farther than necessary to place any portion of any estate on grade or for building on said premises.

EASEMENTS: Easements as indicated on the plat have been dedicated for irrigation water lines, future roads, 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.

Omitting restrictions herein, if any, based on race, color, religion or national origin.

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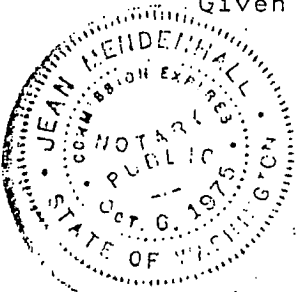
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STATE OF WASHINGTON)

County of Benton ) : ss.

On this day personally appeared before me HAROLD THOMPSON and ARLENE THOMPSON, IRA C. LAMPSON and PATRICIA LAMPSON, DARREL SAX and GWENDOLYN SAX, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 13<sup>th</sup> day of April, 1972.



Jean Meindenhall

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