

DECLARATION OF PROTECTIVE COVENANTS RANCHO del REY

DEC 4 10 51 AM '78

VERNER POLICE AUDITOR

File No. 364

EA-10367/9679-1

Recorded

Under Auditor's

THIS DECLARATION IS SET FORTH BY MEADOW VIEW ESTATES A LIMITED PARTNERSHIP AND DUANE AND NANCY LAPIERRE, HUSBAND AND WIFE, AND HEREINAFTER REFERRED TO AS "DECLARANT".

INDEXED BY [initials]

CHECKED BY [initials]

WITNESSETH:

WHEREAS, DECLARANT IS THE OWNER of certain property in the county of Benton, State of Washington, platted Rancho del Rey. NOW THEREFORE, Declarant declares that all of the properties shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purposes of protecting the value and desirability of which shall run with the real property and be binding on all parties having any right, title, or interest in the properties of any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

1.01 "PLAT" shall refer to the Plat of Rancho del Rey, such other recorded plats made subject to the provisions of this instrument.

1.02 "OWNER" means the record owner, whether one or more person entities, of a fee simple title to any lot which is a part of the Real Property, including contract sellers, but excluding those having interest merely as a security for the performance of an obligation.

1.03 "DECLARANT" means Rancho del Rey, its successors or assigns should acquire more than one undeveloped lot from the declarant for the purpose of development.

1.04 "LOT" means any plot shown upon any recorded subdivision map of the properties.

1.05 "REAL PROPERTY" shall refer to the property described in all plats record as well as adjacent properties.

ARTICLE II

LAND USE

2.01 No lot shall be used for any purpose other than for single family residential uses. No part of the Real Property shall be used to conduct any commercial business activity therefrom except for agricultural activity conducted upon each lot or for the keeping of any truck, equipment or paraphernalia

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of any business activity, except that which is incidental to agricultural use of each lot; provided however, nothing herein shall preclude casual business activities for charitable or civic purposes.

2.02. No tent, trailer or other temporary device shall be used, maintained or permitted on a lot for living quarters for a period of more than 60 days. No temporary structure shall be permitted on a lot except as may be reasonable required incident to the construction of permanent improvements to a lot.

2.03. The work of constructing any improvement on a lot shall be prosecuted with reasonable diligence so that the exterior of the improvement shall appear to be completed within six (6) months after the work on the improvement was commenced. No building shall be permitted on the Real Property for a period of more than six (6) months unless the exterior surfaces thereof shall be finished with materials, such as siding and roofing, in a manner commonly acceptable for residential buildings the construction of which has been completed.

2.04. Each lot shall be maintained in a clean, neat and sanitary condition and shall be kept free of litter, junk, equipment, building materials and debris; except that reasonable keeping of building materials and equipment shall be permitted on a lot during the construction of the improvements thereon for a reasonable time. All refuse shall be kept in suitable containers concealed from public view, which containers shall be regularly emptied and maintained.

2.05. No noxious or offensive activity or thing shall be permitted on the real property that may be or become a nuisance or unreasonably interfere with the use or enjoyment of any part of the Real Property.

2.06. No sign or advertising device shall be permitted on the Real Property except that a reasonable sign advertising an improved lot for sale or rent or disclosing the name of the owner or the address of the lot may be maintained on the lot. No sign or advertising device for the sale of an unimproved lot shall be permitted as long as developer is actively selling lots anywhere in the entire development. Developer reserves the right to place advertising signs on the Real Property incident to the sales thereof and to maintain a real estate sales office on the real property.

2.07. IN DEROGATION OF THE LAW. No owner shall carry on any activity of any nature whatsoever on his property that is in derogation or in violation of the laws and statutes of the State of Washington, and Benton County or other applicable governmental bodies.

2.08 PETS. Owners shall observe and obey all laws applicable to the residents of Benton County pertaining to care, control and husbandry of animals and pets.

2.09 OIL AND MINING. No oil drilling, oil development operations, oil refining quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall any oil wells, tanks, tunnels, minerals excavations or shafts be permitted upon or in any lot.

2.10 AUTOMOBILE REPAIR AND MAINTAINANCE. There shall be no major overhaul or repair work performed on automobiles or other vehicles unless done so in specifically allotted areas. Any automobile or any other automobile deemed to be inoperative condition in excess of three days and which causes an undesirable effect on the area may be removed by action of the architectural committee.

2.11 ANIMALS. No more than two animals of any species shall be permitted or maintained on each one acre lot at any time, birds, rabbits and other similar small livestock and cats and dogs, as household pets not exceeding a total of twenty-five in number, shall be permitted. Any accessory building built for the purpose of housing such livestock shall be located, not less than fifty (50) feet from any place of human inhabitation other than the owner's. All stables or livestock buildings and corrals and other impounding structures shall be kept in a sanitary and sightly manner. Every effort shall be made by each lot owner to prohibit the accumulations of animal wastes that could create noxious odors. All animals shall be kept within the boundries of the owner's ownership, except that horses may be moved to other lands for riding purposes. Easements and roads as so designated for their use within Rancho del Rey. If an owner elects to dispose of a portion of his lot and has met all requirements stated herein, the number of animals, birds, or similar livestock shall be reduced in proportion to the area of such divisions. However, if such lots are reduced to less than one-half acre, no livestock operations may be consucted thereon, except for household pets.

2.12 SUBDIVISION. No lot shall be subdivided before the year 1982 and subsequently the subdivision of any lot may occur only after 80% of the lot owners on the plat of Rancho del Rey have expressed approval in writing of such subdivision. Further, such subdivision shall also meet the requirements of the Benton County Engineering govermental agencies.

ARTICLE III
ARCHITECTURAL CONTROL

3.01 No building, fences wall, or other structure shall be commenced erected or maintained upon the properties, nor shall any exterior additions to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural committee composed of three or more representatives appointed by the Declarant. If the committee fails to approve or disapprove such designs and location within thirty days after said plans and specifications have been submitted to it, approval will not be required and this section will be deemed to have been fully complied with.

3.02 MEMBERSHIP. The architectural Control Committee is composed of:
Duane LaPierre - 26000 Vaca Road El Rancho Reata, Kennewick, Washington
Nancy LaPierre- 26000 Vaca Road El Rancho REata, Kennewick, Washington
Kathryn Farrell - 1604 W. 27th Pl., Kennewick, Washington
Carol Crabtree - 1604 W. 27th Pl., Kennewick, Washington

A majority of the committee may designate a representative to act for it in the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the member of the committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

3.03 DWELLING, QUALITY AND SIZE. The intention and purpose of the covenant is to assure that all dwellings shall be of quality workmanship and materials that meet the approval of the architectural control committee. All dwellings shall be constructed on-site. The ground floor area of the main structure, exclusive of the one-story open porches, and garages, shall not be less than 950 sq. ft. for a one-story dwelling, nor less than 800 square feet for a dwelling of more than one-story.

3.04. BUILDING AND LOCATION AND SETBACKS. All setbacks must meet the requirements of the Benton County or other applicable governing municipalities.

3.05 SIGHT DISTANCE AT INTERSECTION. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between three and ten feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded

property corner from the intersection of the street property lines extended. The same limitations on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersection unless foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

4.01 Easements for installation and maintenance of utilities, drainage facilities are reserved as shown on the recorded plat. The easement area of each lot and all improvements in it shall be maintained continuously by the owners of the lot, except for those improvements for which a public authority or utility company is responsible.

4.02 General utility easements are to be observed as indicated on the face of the plat.

ARTICLE V

GENERAL PROVISIONS

5.01 ENFORCEMENT. The Architectural Control Committee or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, obligations and reservations, now or hereafter imposed by the provisions of this declaration. Failure by the Architectural Control Committee or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

5.02. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

5.03 AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of five (5) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of five (5) years. This declaration may be amended during the first ten (10) year period by an instrument signed by not less than ninety (90%) percent of the lot owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. Any amendment must be recorded.

5.04 ANNEXATION. Additional land may be annexed by the Declarant without consent of the owners within fifteen (15) years of the date of this instrument.

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ADDENDUM TO DECLARATION OF PROTECTIVE COVENANTS

VERNER M. ... DEPUTY REC'D 3/11

79-694

of RANCHO del REY

INDEXED BY [Signature] CHECKED BY [Signature] 4.00

The Declaration of Protective Covenants filed by the declarant, Meadow View Estates, a Limited Partnership and Duane LaPierre and Nancy LaPierre, husband and wife, on December 4, 1978, under Auditor's File Number 777226, and covering the following described real property situate in County of Benton, State of Washington, to wit:

Rancho del Rey, according to the Plat thereof recorded in Volume 12 of Plats, page 47, records of Benton County, Washington.

shall hereby add the following to the Protective Covenants:

ARTICLE VI

Irrigation Water Association shall be formed in the event that Badger Mountain Irrigation District is unable to annex Rancho del Rey subdivision into their district. Badger Mountain Irrigation District has agreed to provide irrigation water to Rancho del Rey, but if annexation is not possible the maintenance and repair of the irrigation system within Rancho del Rey shall be the responsibility of the property owners, their heirs, successors and assigns.

The Irrigation Water Association shall not be formed if Rancho del Rey is annexed into Badger Mountain Irrigation District as said subdivision shall be regulated by said Irrigation District.

This addendum shall be recorded in the office of the Auditor of Benton County, Washington.

Dated: February 13, 1979

[Signature] DUANE LAPIERRE

[Signature] NANCY LAPIERRE

[Signature] DELCO DEVELOPMENT, INC.

[Signature] CAROL L. CRABTREE

[Signature] KATHERYN M. FARRELL

[Signature] LAWRENCE C. SERL individually and as L & M SERL CONTRACTORS

[Signature] MARGARET A. SERL individually and as L & M SERL CONTRACTORS

SAFECO TITLE INSURANCE CO.

STATE OF WASHINGTON, } ss.
County of Benton

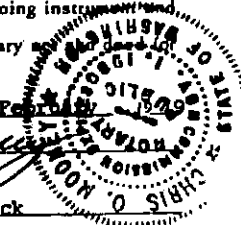


On this day personally appeared before me DUANE LAPIERRE, NANCY LAPIERRE,
CAROL L. CRABTREE, KATHERYN M. FARRELL

to me known to be the individual S described in and who executed the within and foregoing instrument and
acknowledged to me that they signed the same as their free and voluntary act and deed for
the purposes therein mentioned.

Given under my hand and official seal this 15th day of February, 1979

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



TL-34 R1 8/74 SAFECO Title Insurance Company - ACKNOWLEDGMENT - ORDINARY

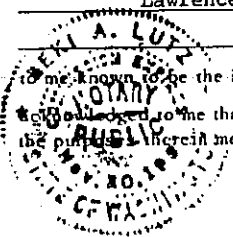
STATE OF WASHINGTON, } ss.
County of Benton



On this day personally appeared before me _____
Lawrence C. Serl and Margaret A. Serl

to me known to be the individual S described in and who executed the within and foregoing instrument and
acknowledged to me that they signed the same as their free and voluntary act and deed for
the purposes therein mentioned.

Given under my hand and official seal this 15th day of February, 1979



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

TL-34 R1 8/74 SAFECO Title Insurance Company - ACKNOWLEDGMENT - ORDINARY

STATE OF WASHINGTON, } ss.
County of Benton



On this 23rd day of February A. D., 1979
before me personally appeared Dale LaPierre

to be the president of the corporation that
executed the within and foregoing instrument, and acknowledged the said instrument to be the free and vol-
untary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated
that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day
written.

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



TL-35 R2 3/76 SAFECO Title Insurance Company - ACKNOWLEDGMENT - CORPORATION

Return to:

KAYE
SAFECO Title Insurance
Company
P.O. Box 6740
2810 W. Clearwater Ave.
Kennewick, WA 99336
Phone: 735-1575

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