

VOL. 580 PAGE 493
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BENTON COUNTY, AUDITOR

OFFICIAL RECORDS

**AMENDED AND RESTATED
PROTECTIVE COVENANTS FOR
RED MOUNTAIN TENNIS RANCH
HEREAFTER KNOWN AS RED MOUNTAIN RANCHES**

BENTON-FRANKLIN TITLE CO.

OFFICIAL RECORD

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**AMENDED AND RESTATED
PROTECTIVE COVENANTS FOR
RED MOUNTAIN TENNIS RANCH
HEREAFTER KNOWN AS RED MOUNTAIN RANCHES**

WHEREAS, an original instrument entitled Protective Covenants for Red Mountain Tennis Ranch, Benton County, Washington was recorded under Benton County Auditor's File No. 753259 on March 23rd 1978, which covenants affected ownership of the real property described therein, and

WHEREAS, said covenants were thereafter amended by instrument recorded October 2, 1978, under Benton County Auditor's File No. 771481, and

WHEREAS, said covenants were further amended by instrument recorded April 20, 1990, under Benton County Auditor's File No. 90-62565, which amendment removed from the operation and application of the protective covenants, a portion of the original legal description, and

WHEREAS, said covenants were again amended by instrument recorded March 11, 1991, under Benton County Auditor's File No. 91-3683, and

WHEREAS, the real property which remains subject to the protective covenants for Red Mountain Tennis Ranch is as set forth on Exhibit "A" attached hereto, and

WHEREAS, the undersigned represent more than 75% of the owners/contract purchasers of property described on Exhibit "A", and are thus, pursuant to original Section 5.3, entitled to enter into amendments to said covenants, and

WHEREAS, the undersigned, by this amendment, seek to fully amend and restate the existing covenants in one instrument to hereafter constitute the sole document under which protective covenants, conditions, restrictions, and reservations are established for the real property described on Exhibit "A" hereto.

NOW THEREFORE, it is agreed:

ARTICLE I

Statement of Purpose

This instrument consolidates, amends, and incorporates all covenants, conditions, restrictions and reservations pertaining to the real property described on Exhibit "A" hereto. By recording of this instrument, it is the undersigned's intention to fully supersede all terms and conditions contained in instruments recorded under Benton County Auditor's File Nos. 753259, 771481, 90-62565, and 91-368, insofar as they would otherwise apply to the property described in Exhibit "A".

ARTICLE II

Name Change

Because tennis and tennis related activities are no longer a feature or focal point for the development area described on Exhibit "A", these covenants, conditions, restrictions, and reservations shall be known as the Protective Covenants for Red Mountain Ranches.

ARTICLE III

Definitions

Section 3.1 Property. The term "Property" shall refer to the real properties described on Exhibit "A" and such other recorded plats made subject to the provisions of this instrument.

Section 3.2 Owner. The term "Owner" shall refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3.3 Developer. The term "Developer" shall refer to Richard A. Rogers and Carel L. Rogers.

Section 3.4 Lot. The term "Lot" shall refer to any separately platted or legally subdivided parcel within the area described on Exhibit "A".

Section 3.5 Manufactured Homes. "Manufactured Homes" shall include mobile homes which meet the requirements of Section 5.4..

ARTICLE IV

Land Use

Section 4.1 Purpose. It is the intent and purpose of these covenants to assure the initial development of the 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 4H or FFA projects for young people. It is further the intent and purpose of these covenants to assure the orderly and eventual conversion of this property into a high quality residential area which can be readily integrated with the anticipated growth of the adjacent community.

Section 4.2 No Commercial or Business Activities. No part of the Property shall be used to conduct any commercial or business activity except for agricultural activities incidental to residential uses.

Section 4.3 Temporary Structures. No trailer, tent, shack, garage, barn or other outbuilding shall be used on any Lot at anytime, either temporarily or permanently, as a residence.

Section 4.4 Construction to be Completed Promptly. 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 nine months after the work on the improvement is commenced.

Section 4.5 Maintenance of Lot. Each Lot shall be maintained in a clean, neat and sanitary condition and shall be kept free of litter, junk, scrap autos, equipment, building materials and debris; except that the reasonable keeping of building material 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. No trash shall be dumped or allowed to accumulate on any part of the property. This includes excess excavation materials which cannot be beneficially used for fuel, driveways or other construction purposes.

Section 4.6 Nuisance and Illegal Activities Prohibited. No noxious or offensive activity or thing shall be permitted on the Property. 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.

Section 4.7 Signage. A reasonable sign advertising an improved Lot for sale or rent or disclosing the name of the Owner of 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 Property incident to Developer's sales. Displays and sales stands for products grown on the premises are not permitted.

Section 4.8 Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarry or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Lot.

Section 4.9 Vehicle Repair and Maintenance. There shall be no major overhaul or repair work performed on automobiles or other vehicles unless done in enclosed garage areas.

Section 4.10 Stored or Abandoned Vehicles and Equipment. Any automobile or other vehicle deemed to be in inoperative condition in excess of ten (10) days and which causes an undesirable effect on the area may be removed by suit commenced at the request of any Owner. This property shall not be used for storage for construction machinery, rental equipment or farm equipment. No inoperable farm machinery, including tractors, trucks, or automobiles may be held on the property for more than six months. No used machinery or scrap equipment, implements, automobiles, or conspicuous parts of such equipment which serve no purpose in operation of the estate may be held or accumulated on the property.

Section 4.11 Animals and Pets. Pets shall include domesticated cats, dogs and birds. All other species shall be considered "animals", subject to the provisions of this section as set forth below. Pets shall not be allowed to roam from the premises of its Owner. Three dogs and three cats per owner is the maximum allowed.

4.11.1 No more than two animals per acre of any species shall be permitted or maintained on any Lot at any time.

4.11.2 Any accessory building built for the purpose of housing animals shall be located not less than seventy-five (75) feet from any place of human habitation other than the Owner. 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 accumulation of animal wastes that could create noxious odors. All animals shall be kept within the boundaries of the Owner's ownership, except that horses may be removed to other lands for riding purposes.

4.11.3 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 small 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 conducted thereon, except for household pets.

Section 4.12 Trees. The maximum height of trees, shrubs and hedges shall be twenty (20) feet. Poplar and Russian Olive trees shall not be planted on any Lot subject to this covenant.

Section 4.13 Vehicle Parking. All vehicle parking will be off-street parking.

ARTICLE V

Architectural Controls

Section 5.1 Approval Required. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition 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 be submitted to and approved in writing as to harmony of external design in relation to surrounding structures and topography by Developer. If the Developer fails to approve or disapprove such design and location within thirty (30) 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. After Developer has sold 80% of all Lots this paragraph shall no longer apply unless the majority of all other Lot Owners choose to establish an Architectural Control Committee in which case its determination will be binding.

Section 5.2 Accessory Buildings. Garages, accessory buildings and outbuildings shall be of like materials as the primary residence so as to harmonize with surrounding structures.

Section 5.3 Height Restrictions. No structure on the premises shall exceed a height of 30 feet.

Section 5.4 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 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 a street Property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sightlines.

Section 5.5 Manufactured Homes.

5.5.1 Installation of the Manufactured Home must meet or exceed the installation requirements established by:

Benton County Planning and Building Department
Building: Courthouse Annex
5600 W. Canal Place, Suite C #105
Kennewick, WA 00336

5.5.2 All manufactured homes must be dug-in with ribbon foundation (concrete strips) and tie downs.

5.5.3 Basements are allowed.

5.5.4 All manufactured home units must be approved as "Super Good Cents" energy homes or equivalent by an applicable city or county agency.

5.5.5 The manufactured home must have a pitched roof and composition shingles.

5.5.6 The manufactured home must have residential-type siding of composite wood, groved plywood, or lapped siding. (As installed by the manufacturer.)

5.5.7 Skirting on any manufactured home must not be metal, but concrete in appearance, such as block, or other similar material.

5.5.8 All manufactured homes shall be double wide or larger.

5.5.9 The hitch (tongue) of the manufactured home must be removed before final installation.

Section 5.6 Minimum Dwelling Size. The minimum size of any dwelling placed on the premises, exclusive of garage or carport, shall be 1400 square feet.

ARTICLE VI

Easements

Section 6.1 Utility Easements. The grantors for themselves, their successors and assigns, dedicate easements for public utility purposes over the public utility easement strips as shown in the recorded plats. Said Easements are hereby granted to maintain, construct, reconstruct and repair sewer lines, domestic water lines, telephone lines and lines for the delivery of electric energy as the same are constructed and installed at the time of the conveyance of each of the lots in said plat; and whenever the uses of said easement shall cease, the same shall revert to the owner of the land affected by said easement.

Section 6.2 Maintenance. 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.

ARTICLE VII

General Provisions


Section 7.1 Enforcement. 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.

Section 7.2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court shall in no way affect any other provisions which shall remain in full force and effect.

Section 7.3 Amendment. This Declaration may be amended by an instrument signed by owners of not less than eighty percent (80%) of the property described in Exhibit "A". Any amendment must be recorded.

DATED this 10 day of May, 1993.


RICHARD A. ROGERS


CAREL L. ROGERS

SCHEDULE A-1

PARCEL A:

All of the Plat of RED MOUNTAIN TENNIS RANCH, according to the Plat thereof recorded in Volume 12 of Plats, Page 51, records of Benton County, State of Washington, EXCEPT Lot 7, Block 3 and Tract A, Block 2 of said Plat.

PARCEL B:

Beginning at the North quarter corner of said Section 32; thence South 01°04'40" West along the West line of the Northeast quarter of said Section 32 a distance of 1325.05' to the Northwest corner of the Southwest quarter of the Northeast quarter of said Section 32; thence South 35°09'05" East a distance of 406.63' to the True Point of Beginning; thence North 59°18'39" East a distance of 240.51'; thence North 57°07'38" East a distance of 324.33'; thence North 89°32'07" East a distance of 604.06'; thence North 89°30'35" East a distance of 1317.12' to the East line of the Northeast quarter of said Section 32; thence South 00°49'37" West a distance of 1287.38' to the East quarter corner of said Section 32; thence South 89°35'35" West along the center-of-section line a distance of 3960.75' to the Northeast corner of Government Lot 3; South 01°11'37" West along the East line of said Government Lot 3 a distance of 661.57' to the Southeast corner of the North half of said Government Lot 3; thence South 89°37'45" West along the South line of the North half a distance of 593.38' to a point on the Easterly right of way of Oregon-Washington Railroad, said point being on a spiral curve, said spiral having a total spiral delta of 03°36' and a total spiral length of 243.14'; thence along said right of way and along the arc of a portion of said spiral curve to the left, having a chord bearing of North 24°33'06" East and a chord length of 171.39'; thence continuing along said right of way on a curve to the left, having a radius of 1959.88' a central angle of 27°57'00" and a chord bearing of North 13°25'15" East an arc distance of 956.07'; thence continuing along said right of way and along a spiral curve to the left, having a spiral delta of 03°36' a chord bearing of North 02°57'15" West and a chord length of 243.10'; a spiral arc length of 243.14'; thence continuing along said Easterly right of way North 04°11'00" West a distance of 258.12'; thence North 84°54'10" East a distance of 61.97'; thence South 81°34'35" East a distance of 470.29'; thence South 78°22'29" East a distance of 462.05'; thence South 85°16'05" East 461.70'; thence South 04°44'00" West a distance of 80'; thence North 74°39'08" East a distance of 376.35'; thence North 30°40'40" West a distance of 160'; thence North 59°18'39" East a distance of 246.66' to the True Point of Beginning.

EXCEPT that portion of the South half of the Northeast quarter and the East half of the Northwest quarter described as follows:

Beginning at the North quarter corner of the said section, thence South 01°04'40" West along the West line of the said Northeast quarter 1325.05' to the Northwest corner of the said South half, thence Southeasterly on a curve to the left having a radius of 320.0' through a central angle of 78°53'56" and along an arc length of 440.65', thence South 77°49'16" East 3.34' to the True Point of Beginning; thence North 59°18'39" East 215.33', thence North 57°07'38" East 324.33', thence North 89°32'07" East 300.02', thence South 00°27'53" East 287.79', thence South 65°30'48" East 185', thence South 07°53'36" West 94.20', thence South 22°26'06" East 60.56', thence South 23°17'18" East 110', thence South 72°27'54" West 110', thence South 37°40'02" West 60.59', thence South 43°36'29" West 334.12', thence South 57°47'57" West 280.0', thence North 82°13'24" West 312.64', thence North 21°07'12" West 538.44', thence North 74°39'08" East 31.88', thence North 30°40'40" West 160.0', thence North 59°18'39" East 129.73', thence continuing North 59°18'39" East 60.02' to the True Point of Beginning, EXCEPT Red Mountain Tennis Road.

EXHIBIT "A"