

RETURN TO:
BOB STRATTON SURVEYING
1350 GRANDRIDGE BLVD, STE 101-A
KENNEWICK, WA. 99336

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PROTECTIVE COVENANTS RUNNING WITH LAND BOB S. E. SAGNER
BENTON COUNTY, AUDITOR

FOR

RIDGEVIEW ESTATES #2

THIS INDENTURE AND DECLARATION of covenants running with the land, made this 1st day of April, 1992, by Ridgeview Investors, a general partnership, WITNESSETH:

WHEREAS, said party is the owner of the following described property which is being platted as RIDGEVIEW ESTATES #2, an addition to the City of Kennewick, Benton County, Washington, recorded in Volume 14 of Plats, Page 111, records of Benton County, which property is located in Kennewick, Washington.

DESCRIPTION

LOTS 1, 2 AND A PORTION OF 3 OF A SHORT PLAT RECORDED IN VOLUME 1 OF SHORT PLATS AT PAGE 267, UNDER AUDITORS FILE NO. 714612, AND ALL OF TRACT B OF THE PLAT OF RIDGEVIEW #1 AS RECORDED IN VOLUME 14 OF PLATS AT PAGE 98, UNDER AUDITOR FILE NO. 90-201-64, RECORDS OF BENTON COUNTY, WASHINGTON; BEING THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; LYING NORTHERLY OF THE KENNEWICK IRRIGATION DISTRICT MAIN CANAL AND SOUTHERLY OF THE HIGHLANDS FEEDER CANAL, ALL IN SECTION 8, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M. BENTON COUNTY, WASHINGTON, THE PERIMETER OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1 OF SAID SHORT PLAT, SAID POINT LYING ON THE NORTHERLY RIGHT OF WAY OF THE K.I.D. MAIN CANAL; THENCE SOUTH 76° 44' 00" EAST ALONG SAID RIGHT OF WAY 1011.25 FEET TO THE SOUTHEAST CORNER OF LOT 2 OF SAID SHORT PLAT; THENCE CONTINUING SOUTH 76° 44' 00" EAST 66.75 FEET TO THE SOUTHWEST CORNER OF LOT 12 OF RIDGEVIEW ESTATES #1 AS RECORDED WITH THE BENTON COUNTY AUDITOR UNDER FEE #90-20164; THENCE NORTH 13° 16' 00" EAST ALONG SAID LOT 12, 167.71 FEET TO THE SOUTHERN RIGHT OF WAY OF A CITY STREET KNOWN AS WEST 20TH AVE.; THENCE NORTH 74° 29' 00" WEST ALONG SAID STREET RIGHT OF WAY 74.46 FEET; THENCE NORTH 13° 16' 00" EAST 54.04 FEET TO THE SOUTHWEST CORNER OF LOT 11 OF SAID RIDGEVIEW ESTATES #1; THENCE CONTINUING NORTH 13° 16' 00" EAST 210.18 FEET TO THE SOUTHERN RIGHT OF WAY OF THE K.I.D. HIGHLANDS FEEDER CANAL; THENCE NORTH 64° 45' 00" WEST ALONG SAID CANAL RIGHT OF WAY 98.29 FEET TO THE NORTHEAST CORNER OF LOT 2 OF SAID SHORT PLAT; THENCE CONTINUING NORTH 64° 45' 00" WEST 203.80 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS SOUTH 25° 15' 00" WEST 236.50 FEET; THENCE ALONG SAID CURVE AND SAID CANAL RIGHT OF WAY 97.96 FEET; THENCE NORTH 88° 29' 00" WEST ALONG SAID CANAL RIGHT OF WAY 433.60 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS NORTH 1° 31' 00" EAST 623.00 FEET; THENCE ALONG SAID CURVE AND SAID CANAL RIGHT OF WAY 109.64 FEET; THENCE NORTH 78° 24' 00" WEST ALONG SAID CANAL RIGHT OF WAY 166.33 FEET TO THE NORTHWEST CORNER OF LOT 1 OF SAID SHORT PLAT; THENCE SOUTH 0° 30' 44" WEST 401.77 FEET TO THE POINT OF BEGINNING.

WHEREAS it is the desire of said parties that said covenants be recorded and that said protective covenants be thereby impressed upon said land for the mutual benefit of all owners, present and future. NOW THEREFORE.

IT IS HEREBY MADE KNOWN THAT said party does by these presents make, establish, confirm, and hereby impress upon RIDGEVIEW ESTATES #2, an addition to Kennewick, Washington, as recorded in Volume _____ of plats, Page _____, records of Benton County, which property is all located within the boundaries of Kennewick, Washington, the following protective covenants to run with said land, and to hereby bind said parties and all of their future grantees, assignees, and successors to said covenants for the term hereinafter stated and as follows:

1. The area covered by these covenants is the entire area described above.
2. Each lot shall be used only for one single-family detached residence and related accessory buildings.
3. The living area of the main structure, exclusive of one-story open porches and garages, shall be: not less than 1700 square feet in the case of one level homes and not less than 1900 square feet in the case of multi-level homes or homes with basements. Single level homes with basements shall have have not less than 1400 square feet on the main level. All homes constructed in the area shall include an attached garage of at least 400 square feet.
- 3a. Any detached structure exceeding 200 square feet shall be constructed in a manner similar to the main structure, including siding and roofing materials. No detached structure shall exceed fifteen (15) feet in height as measured from natural ground level plus one (1) foot for footings and floor.
4. No building shall be located on any lot nearer than twenty (20) feet to the front lot line, or nearer than 20 feet to any side street line. No permanent structure shall be located nearer than 10 feet to an interior lot line. For purposes of this covenant, open patios and decks are not considered as part of the building.
5. All easements shown on the face of the plat shall be maintained by the owners of the lot. No structures, plantings, or other materials shall be placed upon said easements in a manner which may damage or interfere with the installation and maintenance of utilities or which may interfere with or change the direction of drainage channels within the easements. Fences may be erected along property lines as long as the owner of the lot is aware that access to the easement may require the removal of those fences.
6. No fence, wall, or hedge shall be erected, placed, or altered on any lot nearer to any street than the building set back line.

7. No T.V. antennae, radio antennae, or satellite dishes or related items shall be placed or installed on any lot in a manner which would be visible from the street.

8. No recreational vehicle, boat, trailer, etc. shall be parked on the main street, nor shall these items be stored on any individual lot closer to the street than the front of the garage. The intent of this covenant applies to the permanent storage of such vehicles by a property owner and does not apply to one who may be visiting an individual property owner. Any such vehicle parked for a period longer than two weeks will be considered permanent and will fall under the conditions of this covenant.

9. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become annoying or a nuisance to the neighborhood.

10. One permanent sign displaying the name of the subdivision shall be permitted at each entrance to the subdivision. Other permanent signs on any lot within the subdivision shall be limited to one sign of not more than three square feet identifying the occupant of the residence. Temporary signs shall be allowed for the purpose of advertising the property for sale or rent.

11. No animals or livestock of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or other household pets may be kept, providing that they are not kept, bred or maintained for commercial purposes. No more than four pets shall be allowed per household, or in the case of a household pet giving birth, no longer than 60 days from the date of the birth.

12. No individual water supply system shall be permitted on any lot.

13. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, construction debris, or other waste. Property owners shall not allow any of the above materials to be deposited on adjacent lots or vacant parcels, without property owner's permission. In the event permission is granted by the property owner, approval must be obtained by the architectural control committee prior to depositing any material on any lot or vacant parcel.

14. No building shall be erected or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee (A.C.C.) as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. The A.C.C. is composed of Jeffrey Presby, Peggy Stratton, and Shirley Sauvageau at the office of The Prudential Now Realty, 8500 Gage Boulevard, Ste. B, Kennewick, Washington. A majority of the Committee may designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

14a. All roofing materials must meet or exceed the following specifications. They must have a minimum life expectancy of 25 years. No standard 3-tab shingles may be used. A minimum standard for composition roofing shall be an HO-25; a Premier 25; or a Fire Halt 25, Jenstar. Composition shingles must be an overlay design.

15. No buildings, shrubs, or other plantings shall exceed 30 feet in height on the North side of West 20th Street.

16. The owner of each lot shall be responsible for construction of a 6-foot non-climbable fence along any lot line which is adjacent to a K.I.D. canal right-of-way.

17. 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 damage.

18. Invalidation of any one of these covenants by judgement or court shall in no wise affect any of the other provisions which shall remain in full force and effect.

19. These covenants may be amended by 75% majority vote of the owners of property contained within the subdivision. In the case of a property owner who owns more than one lot, that owner shall have one vote per parcel owned. A change to any individual item of these covenants shall in no wise affect the remaining items contained within this set of covenants.

20. These covenants are to run with the land and shall be binding on all parties and all persons claiming ownership of the land under them for a period of thirty (30) years from the date of original recording, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the simple majority of the then property owners of the lots has been recorded, agreeing to change said covenants in whole or part.

IN WITNESS WHEREOF, the undersigned owners of the property who are partners in the general partnership known as RIDGEVIEW INVESTORS, have affixed their signatures.

Jeff E Presby 4-16-92
THE PRUDENTIAL NOW REALTY, INC DATE
BY JEFFREY E. PRESBY,

Kenneth Miller 4-16-92
BUSTED FLATS, INC. BY KENNETH MILLER, PRES DATE

Robert H. Stratton 4/17/92 Margaret R. Stratton 4-16-92
ROBERT H. STRATTON DATE MARGARET R. STRATTON DATE

Daniel Sauvageau 4/17/92 Shirley Sauvageau 4/17/92
DANIEL SAUVAGEAU DATE SHIRLEY SAUVAGEAU DATE

George Preszler 4/17/92 Sally Preszler 4-17-92
GEORGE PRESZLER DATE SALLY PRESZLER DATE

OFFICIAL RECORDS