

**After Recording, Mail To:**

Timothy G. Klashke  
KUFFEL, HULTGRENN, KLASHKE & SHEA, LLP  
Attorneys at Law  
1915 Sun Willows Blvd., Suite A  
Pasco, WA 99301

---

Reference #:

---

Grantor(s): Robert B. Manley & Heather M. Manley

---

Grantee(s): Lot 60, Riverview Point, according to the Plat thereof recorded in Volume 15 of Plats, Page 229, records of Benton County, Washington.

---

Abbreviated Legal Description: Lot 60, Riverview Point, according to the Plat thereof recorded in Volume 15 of Plats, Page 229, records of Benton County, Washington.

---

Assessor's Parcel #: 125981030000060

---

## **RESTRICTIVE COVENANT**

In consideration of and for a contemporaneous boundary line adjustment in their favor and for their benefit, this Restrictive Covenant is hereby made by **ROBERT B. MANLEY and HEATHER M. MANLEY**, husband and wife, for the intended purpose of subjecting their following-described residential property ("Subject Property") to the below-described covenants restricting and limiting its current and future use:

**Lot 60, Riverview Point, according to the Plat thereof recorded in Volume 15 of Plats, page 229, records of Benton County, Washington**


and for the intended direct benefit and unobstructed view preservation and aesthetic enjoyment of the following-described adjacent residential property and its current and future owners:

Lot 70, Riverview Point, according to the Plat thereof recorded in Volume 15 of Plats, page 229, records of Benton County, Washington.


The above-referenced restrictive covenants hereby placed on and against above-described Lot 60 (as adjusted via said boundary line adjustment) are as follows:

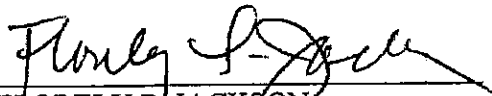
1. Any and all existing or future structures or landscaping (including, without limitation, trees, bushes, and shrubs) within the backyard and/or side yard areas of said Lot 60, as such areas are presently established by the physical location of the now-existing house thereon, shall be strictly limited at all times to a maximum overall height of no more than fifteen (15) vertical feet above the ground-floor elevation of said house.

2. This instrument may not be revoked, amended, or otherwise modified in any manner except in a subsequent recorded written instrument that specifically references this instrument and that is expressly approved, signed and acknowledged by the record owner of Lot 60 and the record owner of Lot 70.
  
3. The provisions and covenants in this instrument are not unique and personal to the undersigned parties to this instrument, but rather are hereby imposed on and against Lot 60 (as the burdened servient estate) and Lot 70 (as the benefited dominant estate). Accordingly, the provisions and covenants of this instrument shall be fully appurtenant to said lots; shall fully and perpetually "run with the land" (i.e., the present and future ownership estates in said lots or any portions thereof); and shall fully inure to the benefit of, and shall be fully binding upon, all present and future owners of said lots, including, without limitation, the undersigned parties hereto and their respective grantees, heirs/beneficiaries, legal/personal representatives, successors, and assigns.

  
ROBERT B. MANLEY  
Lot 60 Owner

  
HEATHER M. MANLEY  
Lot 60 Owner

  
PAUL M. JACKSON  
Lot 70 Owner

  
FLORELY P. JACKSON  
Lot 70 Owner

STATE OF WASHINGTON )

County of FRANKLIN )

) ss

On this day personally appeared before me, PAUL M. JACKSON and FLORELY P. JACKSON, to me known to be the individuals described in and who executed the within and foregoing Restrictive Covenant instrument and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein.

Given under my hand and seal this 31<sup>st</sup> day of October, 2008.



Tasha M. Diorio  
Print Name: Tasha M. Diorio  
NOTARY PUBLIC in and for the state of  
Washington, residing at Pasco  
My commission expires: 10/15/11

STATE OF WASHINGTON )

County of Franklin )

) ss

On this day personally appeared before me, ROBERT B. MANLEY and HEATHER M. MANLEY, to me known to be the individuals described in and who executed the within and foregoing Restrictive Covenant instrument and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein.

Given under my hand and seal this 10<sup>th</sup> day of November, 2008.



Tasha M. Diorio  
Print Name: Tasha M. Diorio  
NOTARY PUBLIC in and for the state of  
Washington, residing at Pasco  
My commission expires: 10-15-11