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REC 21 JUL 11 1978

DECLARATION OF PROTECTIVE COVENANTS
FOR

SHORT PLATS NO. 551, 552 and 553

357

Recorded July 13, 1978

Auditor's File No. 764307, 764308, 764309

THIS DECLARATION IS SET FORTH BY GLADYS E. SCHUBERT,
AND HEREINAFTER REFERRED TO AS "DECLARANT".

WITNESSETH:

WHEREAS, DECLARANT IS THE OWNER of certain property in
the County of Benton, State of Washington, short platted as
Short Plats 551, 552 and 553, respectively.

NOW, THEREFORE, Declarant declares that all of the pro-
perty shall be held, sold and conveyed subject to the following
easements, restrictions, covenants and conditions, which are for
the purpose of protecting the value and desirability of, and 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 Short Plats of 551,
552 and 553 and such other recorded plats made subject to the pro-
visions of this instrument.

...

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

1.03 "Declarant" means GLADYS E. SCHUBERT, her successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

1.04 "Lot" means any plot of land shown upon any recorded subdivision map of the Properties.

1.05 "Real Property" shall refer to the property described in the said three short plats of record, together with any other realty which is specifically made subject to these declarations.

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 or business activity therefrom except for agricultural activity conducted upon each lot or for the keeping of any truck, equipment or paraphernalia 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 reasonably 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 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 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 the reasonable keeping of building materials and equipment shall be permitted on a Lot during the construction of the improvements thereof 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 OPERATIONS. 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 oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot.

2.10 AUTOMOBILE REPAIR AND MAINTENANCE. 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 other vehicle deemed to be in inoperative condition in excess of three days and which causes an undesirable effect on the area may be removed by action of the architectural control committee.

2.11 ANIMALS. No more than two animals of any species shall be permitted or maintained on each lot at any time, however, the total number of animals per lot shall not exceed four (4).

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 habitation 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 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. Horses shall be used only upon such riding trails, easements and roads as so designated for their use within the property.

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.

2.12 SUBDIVISION. No lot shall be subdivided without meeting the requirements of the Benton County Engineering Department, the Benton-Franklin Health Department and other applicable governmental agencies.

ARTICLE III

ARCHITECTURAL CONTROLS

3.01 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 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 design 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: GLADYS E. SCHUBERT, one other person nominated by Gladys E. Schubert, who at present will be John Ward, her son-in-law, and a person nominated by Superior Real Estate, Inc. and Eugene W. Ball and Jacqueline Ball. Said Architectural Control Committee to be composed of three persons. A decision of a majority of the Architectural Control Committee shall govern. There shall be no compensation paid to anyone.

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. The ground floor area of the main structure exclusive of one-story open porches and garages, shall not be less than 1,000 square feet for a one-story dwelling, nor less than 900 square feet for a dwelling of more than one story, and any now existing structure or mobile home shall be of an age of not more than five years old, it being the intention of the Declarant that the subject property will be improved by basically new or modern construction.

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

3.05 SIGHT DISTANCE AT INTERSECTIONS. 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 sightline limitations shall apply 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 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 sight lines.

ARTICLE IV

GENERAL PROVISIONS

4.01 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.

4.02 SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no

way affect any other provisions which shall remain in full force and effect.

4.03 AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of ten (10) years from August 8, 1978, after which time they shall be automatically extended for successive periods of ten (10) years, unless the holders of a majority of the number of lots decide to change the restrictions or amendments or eliminate them. Any amendment must be recorded.

DATED this 8th day of August, 1978.

DECLARANT


GLADYS E. SCHUBERT

