

PROTECTIVE COVENANTS FOR SHORT PLAT 2212 - BENTON COUNTY, WASHINGTON

WHEREAS, Short Plat 2212, records of Benton County, Washington, was recorded under Benton County Auditor's File No. 95-20438 on September 11, 1995, and

WHEREAS, the undersigned parties, constituting all the owners of real property in Short Plat 2212, wish to establish certain covenants and restrictions to enhance the quality of development which occurs in Short Plat 2212.

NOW THEREFORE, it is agreed:

FILED BY

Nov 16 8 38 AM '95

BOBBIE GAGNER
BENTON COUNTY, AUDITOR

ARTICLE I

Definitions

Section 1.1 Property. The term "Property" shall refer to Short Plat 2212, records of Benton County, Washington, and such other recorded plats made subject to the provisions of this instrument.

Section 1.2 Owner. The term "Owner" shall refer to the record Owner, whether one or more persons or entitles, 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 1.3 Developer. The term "Developer" shall refer to Richard A. Rogers, Carel L. Rogers, Francis J. Rogers and Lenore J. Rogers.

Section 1.4 Lot. The term "Lot" shall refer to any separately platted or legally subdivided parcel within the area described on Exhibit "A".

Section 1.5 Manufactured Homes. "Manufactured Homes" shall include mobile homes which meet the requirements of Section 3.4.

Mail
Cowan Walker
PO Box 927
Richland, Wa 99352

ARTICLE II

Land Use

Section 2.1 Purpose. It is the intent and purpose of these covenants to assure the development of the property in the form of individual small acreages with high quality residences where 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 2.2 Floodway/Floodplain Restrictions. The property covered hereby is subject to state and county floodway/floodplain restrictions. All development shall be in accordance with such state and county regulations.

Section 2.3 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 2.4 Temporary Structures. No trailer, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time, either temporarily or permanently, as a residence.

Section 2.5 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 2.6 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 2.7 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 2.8 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 2.9 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 2.10 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 2.11 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 2.12 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.

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

2.12.2 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 slightly 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.

2.12.3 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 2.13 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 2.14 Vehicle Parking. All vehicle paring will be off street parking.

ARTICLE III

Architectural Controls

Section 3.1 Accessory Buildings. Garages, accessory buildings and outbuildings shall be of like materials as the primary residence so as to harmonize with surrounding structures.

Section 3.2 Height Restrictions. No structure on the premises shall exceed a height of 30 feet.

Section 3.3 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 3.4 Manufactured Homes.

3.4.1 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 99336

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

3.4.3 Basements are allowed.

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

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

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

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

3.4.8 All manufactured homes must be double wide or larger.

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

Section 3.5 Minimum Dwelling Size. The minimum size of any dwelling placed on the premises, exclusive of garage or carport, shall be 1400 square feet.

ARTICLE IV

Easements

Section 4.1 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 4.2 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 V

General Provisions

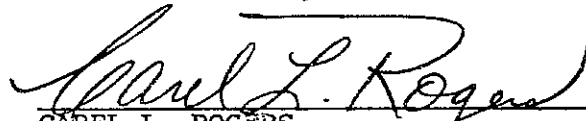
Section 5.1 Enforcement. Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, obligations and reservations now or hereafter imposed by the provisions of this Declaration.

Section 5.2 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 5.3 Amendment. This Declaration may be amended by an instrument signed by owners of not less than seventy five (75%) percent of the property described. Any amendment must be recorded.

DATED this 10th day of November, 1995.


RICHARD A. ROGERS


CAREL L. ROGERS


FRANCIS J. ROGERS


LENORE J. ROGERS

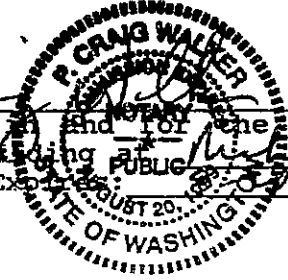
STATE OF WASHINGTON)
) ss.
County of BENTON)

VOL. 637 PAGE 2827

On this 10th day of November, 1995, personally appeared before me RICHARD A. ROGERS and CAREL L. ROGERS, to me known to be the individuals 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 10 day of November, 1995.

[Signature]
Notary Public in and for the State of
Washington, residing at [Address]
My Commission Expires: 8-20-99



STATE OF WASHINGTON)
) ss.
County of BENTON)

On this 10 day of November, 1995, personally appeared before me FRANCIS J. ROGERS and LENORE J. ROGERS, to me known to be the individuals 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 10 day of November, 1995.

[Signature]
Notary Public in and for the State of
Washington, residing at [Address]
My Commission Expires: 8-20-99

