



Return Name and Address:  
Jeffrey D. and Deborah J.  
Daniels  
275 Rachel Rd.  
Kennewick, WA 99338

PLEASE PRINT OR TYPE INFORMATION:

Document Title(s)(or transactions contained therein):

1. Protective: Covenants
- 2.
- 3.
- 4.

Grantor(s)(Last name first, first name, middle initials):

1. Jeffrey D. Daniels
2. Deborah J. Daniels
- 3.
- 4.

Additional names on page \_\_\_\_\_ of document.

Grantee(s)(Last name first, first name, middle initials):

1. Public
- 2.
- 3.
- 4.

Additional names on page \_\_\_\_\_ of document.

Legal description (abbreviated: ie. lot, block, plat or section, township, range, qtr./qtr.)

Short Plat No. 2545; Lots 1, 2, 3 & 4. NE 1/4 SE 1/4, Sections 3,  
Township 8N., Range 28E., W.M. Benton County,  
Washington

Additional legal is on page \_\_\_\_\_ of document.

Reference Number(s) of documents assigned or released:

Additional numbers on page \_\_\_\_\_ of document.

Assessor's Property Tax Parcel/Account Number	1 0388 401 2545 001
	1 0388 401 2545 002
Property Tax Parcel ID is not yet assigned.	1 0388 401 2545 003
Additional parcel numbers on page _____ of document.	1 0388 401 2545 004

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.



PROTECTIVE COVENANTS  
FOR

Those portions of NE ¼ SE ¼, Sections 3, Township 8N., Range 28 E., W.M. Benton County, Washington described as follows;

Short Plat No. 2545; Lots 1,2,3 & 4.

We the undersigned, being owners of the above described real property, do hereby declare the following restrictions and covenants which shall run with the land and be binding on all parties and their heirs, successors of assigns, hereafter.

If the parties hereto, or their heirs, successors and/or assigns, shall violate or attempt to violate any of the following covenants, it shall be lawful for any other person or persons owning any real property situated in the above described area to prosecute any proceedings at law or in equity any such covenant and request injunctive relief or damages for such violation(s).

If any provision, section, part of section, sentence or clause in this resolution shall be held unconstitutional or invalid, all other parts, sections, and provisions of this resolution not expressly held to be so void or unconstitutional shall continue in full force and in effect.

TRACT SIZE: NO lot can be divided into any other lots. If any property is to be reduced in size, property in question can only be sold to an adjoining lot in short plat and merged into said lot. Short plat will contain no more than four lots.

PURPOSE: It is the intent and purpose of these provisions to assure the development of this 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/or animal husbandry activities such as those characterized by ownership and use of riding horses, 4-H and FFA projects for young people. It is further the intent and purpose of the restrictions and covenants to assure the high quality of dwellings and other structures now and in the future, to protect the health, safety,



welfare, security of monetary investments, and to further all things conducive to harmony and compatibility among neighbors. And finally, it is the purpose and intent of

these provisions to assure the conversion of this property into a high quality residential area.

**NEIGHBORHOOD COMMITTEE:** These covenants, constructions on the premises, and road maintenance hereafter described shall be under the jurisdiction of a neighborhood committee composed of landowners within the subject plat. Jeffrey Dale Daniels shall constitute the committee until another platted lot is sold. The committee shall consist of two property owners who have owned property in the short plat the longest.

The property owner that has held their property the longest will be considered the chairman of the committee.

The committee shall have the authority to approve all proposed construction in short plat for compliance with these covenants before construction is started. Such committee shall not have the authority to waive any conditions of these covenants, but failure to secure their approval will be deemed a violation and any construction or activity without such approval may be enjoined and damages collected for the violation by any landowner of the afore said property.

**DWELLINGS AND STRUCTURES:** No dwelling, barn, shed, or shelter of any kind shall be placed on any of the property by moving thereon such a structure or building which had earlier been at any other location. All buildings must be traditional sight built. No basement, tent, shack, barn or outbuilding erected or placed on property shall at any time be used as a residence temporarily or permanently, nor shall any structure of temporary character be used as a residence with exception of a self-contained RV that can be used for a construction office or living quarters for up to 6 months, but only during construction of home.

No structure or dwelling shall exceed two stories in height, basement not included. Residences shall be single unit dwellings having an enclosed ground floor projected living area of no less than 2000 sq. ft. for single floor and not less than 1500 sq. ft. for

split entries, and not less than 1500 sq. ft. for single floors with a full basement. Such area does not include porches, garages, patios, breezeways, etc. NO outbuildings shall have a sheltered area greater than that of the dwelling, except those existing at the genesis of these C.C. & R's.

NO flat roofs on houses or outbuildings will be allowed.

Mobile homes and manufactured homes are not allowed.

Dwellings shall comply with not less than minimum H.U.D. standards and specifications, and comply with the governing building department and uniform building code.

Outbuildings shall be set away from dwellings by a distance of not less than twenty feet and comply with the governing building department, except those existing at the genesis of these C. C. & R's.

Garages shall be no larger than adequate for three cars and shall match the design architecture and materials of the residential home.

All garages must be attached to dwelling.

Any dwelling or other structure erected on the property shall be completed as to external appearance, including finished painting, within one year of commencement of construction.

Neighborhood committee will approve all exterior paint or coloring of any siding before it is applied.

Neighborhood committee will approve all material for siding and roofing before construction of all buildings.

Lots will be kept free of noxious weeds and illegal plants at all times. Lots will be irrigated and kept in pasture or irrigated crops at all times.

Any fence erected on property bordering the road easement will be of one of the following types, unless otherwise approved; Vinyl or wood rail (white or earth tone colors only), split rail, wrought iron, or green metal fence posts with 4 or more strand electric metal wire. NO cyclone, woven wire, field fence or any rope, chain, or tape type fencing will be allowed for road easement fencing. Owner will maintain this fence at all times.

Property bordering the road easement will maintain at least two rows of walnut trees.

Sewage disposal facilities for dwellings shall be in accordance with the requirements of Benton County and the Health dept.

**LOCATION OF DWELLINGS AND STRUCTURES:** All set backs will be controlled by the governing building authority.

**LIVESTOCK:** It is the intent that owners may conduct limited livestock and poultry operations, the extent of which would be controlled essentially by the capability of the land to support such activities. In recognition of such capabilities, owners shall not maintain more than eight large animals, horses, mules, donkeys, burros, lamas on the property. A maximum of two cows or steers will be allowed and will be considered large animals. In addition, ten sheep and two goats will be allowed. (Only three pigs, purchased for FFA or 4-H projects will be allowed.) Up to 10 chickens, ducks or turkeys may be kept on the property. All such animal husbandry efforts must be conducted in a creditable manner such that they will be of essentially minimum offensiveness or nuisances to neighbors, with particular reference to shelter, confinement, noise and disposal of wastes.

NO buffalo, bison, brood sows, peacocks, ostrich or bull cattle.

Livestock not mentioned above must be approved by the committee, in writing.

All livestock and pets are to be owned by or leased by property owners of property or aforementioned FFA or 4-H participants.

Dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposed. Dogs, cats or other household pets



shall be confined to the premises. No potentially dangerous dogs will be permitted, such as pit bull terriers, rottweilers, wolf or part of such animals unless approved by the neighborhood committee.

**AGRICULTURE USES:** The property may be used for the production of crops, including other horticultural activities such as nurseries.

**IRRIGATION WATER USAGE:** Irrigation water is to be provided by Badger Mountain Irrigation District.

**RESTRICTIONS ON OTHER USES:** This property shall not be used for commercial storage.

NO public garage, manufactory, mercantile business, auto body or lumber product manufacturing.

NO trucking business or parking of semi trucks or tractors, including semi trailers of any kind.

NO inoperable farm machinery, including tractors, trucks or automobiles may be held on the property for more than three months.

NO drilling, mining or refining operations.

NO used machinery or scrap equipment, implements, automobiles, conspicuous parts of such equipment, which serve no purpose in operation of the estate, may be held or accumulated on the property.

NO trash shall be dumped or allowed to accumulate on any part of the property. This includes excess excavation material, which cannot be beneficially utilized for fill, driveways, or other construction purposes.

NO renting or leasing of out buildings or pastures, unless total property is rented to another family.

NO signs other than house numbers or proper names. Signs to be no larger than one foot by two foot.

NO more than two out buildings per lot. (Barn, shop, etc.)

NO quancit huts, arched roof, lean-to or "roof only" storage buildings.

NO railroad cars of any kind will be allowed.

NO truck boxes will be permitted for storage buildings.

NO ocean containers of any kind will be permitted.

NO musical group, band or organization will be permitted to practice in this short plat. No other mechanical noise of any kind that can intrude on neighbor's privacy.

NO 2-cycle motorcycles or ATV's will be allowed. 4-cycle ATV's are acceptable. Motorcycles or ATV's dirt tracks or obstacle course will not be allowed.

NO hunting of game birds.

**EASEMENTS:** Easements as indicated on the short plat have been dedicated for irrigation water lines, road, telephone, domestic water and/or power for public underground utility purposes. The owners of the land affected by said easements shall have the use of the same. It should be understood of course, that any structure of fencing erected thereon are subject to removal whenever these easements are employed for the intended public uses. Utility company or property owner shall be responsible for replacing fencing.

The easement will be maintained for appearance and dust control. Weeds will not be allowed to accumulate along said easement.

**ROAD USAGE:** Road usage is for ingress and egress to the Short Plat No.2545 for lots 1,2,3, & 4 extending north to Clover Road. A speed limit of 8 miles per hour will be posted. Road use will be limited for purposes of entering and exiting property. No use of off road motorcycles or ATV's by minors will be allowed. An annual maintenance fee



will be assessed by the neighborhood committee for gravel, grading, signs, mail boxes, snow removal, etc. All assessments will be shared evenly between all four lots in the short plat. This assessment must be paid by April 30 of each year or a penalty of one half of the total cost per year will be added to the interest and a lien will be placed on the property of those neglecting to pay. If any legal action is required, said property owner is responsible for any and all collection of unpaid fees including but not limited to attorney, accounting, lien and court cost. All funds are to be held in an account at a local bank to be determined by neighborhood committee. Any unused funds will be reflected on the following years assessment.

Personal driveways will be maintained by individual property owners.

I/we the undersigned have completely read, understand and agree to abide by all of the protective covenants for Short Plat No. 2545; Lot \_\_\_\_\_, in the NE1/4 SE1/4, Sections 3, Township 8N., Range 28 E., W.M. Benton County, Washington and have received a copy of said protective covenants.

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

PROTECTIVE COVENANTS  
FOR

Those portions of NE ¼ SE ¼, Sections 3, Township 8 N., Range 28 E., W.M. Benton  
County, Washington described as follows;

Short Plat No. 2545; Lots 1,2,3 & 4.

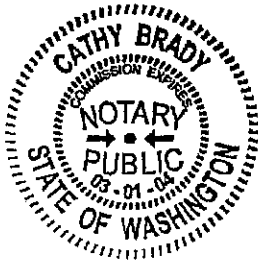
In WITNESS OF, this 9th day of May, 2001.

Jeffrey D. Daniels Jeffrey D. Daniels  
Deborah J. Daniels Deborah J. Daniels

STATE OF WASHINGTON

County of Benton

On this 9th day of May, 2001, personally appeared before  
me Jeffrey D. Daniels and Deborah J. Daniels, to me known to be the individuals  
described in and who executed the foregoing instrument, and acknowledged that they  
signed and sealed the same as their free and voluntary act and deed, for the uses and  
purposes therein mentioned.



Cathy Brady  
Notary Public in and for  
the State of Washington  
residing in Benton County  
My commission expires: 03-01-04