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CLERK OF DISTRICT AUDITOR

**DECLARATIONS OF PROTECTIVE COVENANTS
CONDITIONS AND RESTRICTIONS AFFECTING
SHORT PLAT 336 and SHORT PLAT 1953**

OFFICIAL RECORDS

WHEREAS, James D. Horton, Personal Representative of the Hugh B. Horton Trust and Paul Brice Horton and Mary Jo Horton, Co-Personal Representatives of the P. Brice Horton Estate, hereinafter referred to as "Declarants", are the owners of certain real property situated in the County of Benton, State of Washington, commonly known as the Short Plat 336 and Short Plat 1953.

WHEREAS, Short Plat 336 and Short Plat 1953 are duly recorded plats: and,

WHEREAS, the Declarants desire to declare of public record certain protective covenants, conditions and restrictions upon the ownership of said real property:

NOW THEREFORE, in consideration of the foregoing, the Declarant does hereby declare that the following Protective Covenants, Conditions and Restrictions:

1. Shall become and are hereby made a part of all conveyances of Lots 1, 2 and 3 of Short Plat 336 according to survey thereof recorded under Auditor's File No. 724924 and Lots 1, 2, 3 and 4 of Short Plat 1953 according to survey thereof recorded under Auditor's File No. 93-28436, Records of Benton County, State of Washington and commonly known as Short Plat 336 and Short Plat 1953; and,
2. Shall by reference become a part of any such conveyances and shall apply thereto as fully and with the same affect as if set forth at large therein.

ARTICLE I: DEFINITIONS

1. "Declarants" shall mean James D. Horton, Trustee of the Hugh B. Horton Trust and Paul Brice Horton and Mary Jo Horton, Co-Personal Representatives of the P. Brice Horton Estate, and their successors and assigns.
2. "Owner" shall mean the owner of record, whether one or more persons or entities of a fee simple title to any Lot which is a part of Short Plat 336 or Short Plat 1953. Declarants

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shall be considered an owner within this definition for so long as it owns any properties within Short Plat 336 or Short Plat 1953 or any property subsequently annexed thereto.

3. "Short Plat 336" and "Short Plat 1953" shall mean all real property now and hereafter contained in the plat of Short Plat 336 or Short Plat 1953.
4. "Lot" shall mean plots of land designated for residential use within Short Plat 336 or Short Plat 1953 and identified on the plats thereof by Arabic numerals.
5. "These Covenants" shall mean the Protective Covenants, Conditions, and Restrictions as set forth in this Declaration with respect to Short Plat 336 or Short Plat 1953 as the same may be amended and supplemented from time to time in accordance with the provisions of this Declaration.

ARTICLE II

PROPERTY SUBJECT TO THESE COVENANTS

(1) INITIAL DEVELOPMENT

Declarant hereby declares that all of the real property described above is held, conveyed, hypothecated, encumbered, used, occupied and improved subject to these covenants. The above property together with other real property from time to time annexed thereto and made subject to these covenants shall constitute Short Plat 336 and Short Plat 1953.

ARTICLE III

RESIDENTIAL COVENANTS

(1) LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height, plus a basement, and a private garage for not less than two or more than four cars. The foregoing provisions shall not exclude construction of a private greenhouse, storage unit, tennis court, private swimming pool or a shelter or port for the protection of such swimming pool or for the storage of a boat and/or camping trailer kept for personal use, provided the location of such structures is in conformity with applicable county regulations, and is compatible in design

and decoration with the residence constructed on such lot, and does not restrict another property owner's view. The provisions of this section shall not be deemed to prohibit the right of any homebuilder to construct residences to store construction materials and equipment on said lots in the course of construction and to use any single family residences on any lot, to store construction materials and equipment on said lots in the normal course of construction and to use any single family residences as a sales office or a model home for purposes of sales in Short Plat 336 and Short Plat 1953.

(2) DWELLING SIZE

The ground floor area of a one-story dwelling, exclusive of open porches and garage shall not be less than 1,600 square feet. In the event of a multi-level dwelling, two story dwellings, split entry type home, or day light basement home. The principal living level(s) shall have a minimum living space of not less than 1,000 square feet, exclusive of open porches and garages.

(3) BUILDING SETBACKS

All dwellings constructed upon said property shall conform to the setback restrictions as defined in the Benton County ordinances, unless a variance is granted through approved procedure.

(4) EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved, as shown on the recorded Plat.

RESTRICTIONS

Within these easements, no structure, planting or other material may affect access or damage utility lines. The easements of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

(5) NUISANCES

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

No commercial activity shall be performed on any of the lots within Short Plat 336 or Short Plat 1953.

Lots and structures shall be maintained in a neat and orderly condition.

(6) TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence whether temporarily or permanently.

(7) PARKING

Parking of boats, trailers, motorcycles, truck, truckcampers and like equipment shall not be allowed on any part of any lot nor on public ways adjacent thereto excepting only within the confines of an enclosed garage, storage port, or behind a screening fence or shrubbery which shall in no event project beyond the front walls of any dwelling or garage.

(8) FENCES

In no event shall side yard fences project beyond the front walls of any dwelling or garage. Fences shall be constructed of suitable fencing material and shall be artistic in design and shall not detract from the appearance of the dwelling houses located upon the adjacent lots or building sites or be offensive to the owners or occupants thereof. In no event shall any fence exceed six (6) feet in height from the finished Lot grade, nor shall such a fence inhibit another lot owner's view.

(9) SIGNS

No signs shall be erected on any lot except that not more than one "For Sale" or "For Rent" sign placed by the Owner, the Declarant or by a licensed real estate agent, not exceeding twenty-four (24) inches high and thirty-six (36) inches long, may be temporarily displayed on any lot. This restriction shall not prohibit the temporary placement of "political" signs on any lot by the owner, or the placement of professional sign by the Developer, which must comply with the Benton County sign ordinance.

(10) LIVESTOCK AND POULTRY

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or

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

(11) GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers and out of public view. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

(12) ANTENNAS AND SERVICES FACILITIES

Exterior antennas shall not be permitted to be placed upon the roof of any structure on any Lot so as to be visible from the street in front of said Lot. Clothes lines and other service facilities shall be screened so as not to be viewed from the street.

(13) COMPLETION

Construction of any dwelling shall be completed, including exterior decoration within twelve (12) months from the date of the start of construction. All lots shall be kept in a neat and orderly condition and free of brush, vines, weeds, debris, and the grass thereon cut or mowed at sufficient intervals to prevent the creation of a nuisance or fire hazard.

(14) EXTERIOR FINISH

The exterior of all construction on any Lot shall be designed, built, and maintained in such a manner as to blend in with the natural surroundings, existing structures and landscaping. Exterior trim, fences, doors, railings, decks, eaves, gutters, and the exterior finish of garages and other accessory buildings shall be designed, built and maintained to be compatible with the exterior of the structure they adjoin.

ARTICLE IV

GENERAL PROVISIONS

(1) TERM

These covenants shall run with the land with respect to all lots within Short Plat 336 and Short Plat 1953 for a term of twenty (20) years from the date these Declarations are recorded, after which time they may be extended upon an instrument being signed by not less than seventy-five

GIVEN under my hand and official seal this 17 day of January, 1994.

Joe D. Young
NOTARY PUBLIC FOR WASHINGTON
My Commission Expires: July 20 1996

STATE OF WASHINGTON)
County of King) ss.

On this day personally appeared JAMES D. HORTON, attorney in fact for Paul Brice Horton and Mary Jo Horton, co-personal representatives of the Estate of P. Brice Horton, Benton County Cause No. 87-4-00062-6, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 17 day of January, 1994.

Joe D. Young
NOTARY PUBLIC FOR WASHINGTON
My Commission Expires: July 20 1996

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