

RESTRICTIVE COVENANTS

Plats 203 and 215

Benton County, Washington

Oct 31 1 55 PM '77

VERNON H. LES, AUDITOR
DEPUTY

RECORDED 336

INDEXED BY

CHECKED BY

KNOW ALL MEN BY THESE PRESENTS:

1. That LARRY SCHATZ and DARLENE SCHATZ, husband and wife; DAVID ^{DOYEMUS} ~~SHREMS~~ and Charlotte ^{DOYEMUS} ~~SHREMS~~, husband and wife; EDWARD EKENBAHL and _____ EKENBAHL, husband and wife, are the owners of all the interest in the property hereinafter described constituting the total fee simple interest therein, to-wit:

Short Plats 203 and 215, according to the plats thereof recorded in Book of Plats, records of Benton County, Washington,

and do hereby make the following declarations as limitations, restrictions and uses to which the lots constituting said addition may be put, hereby specifying that said declaration shall constitute covenants to run with all of the land for the period hereinafter provided, as provided by law, and shall be binding upon all parties and all persons claiming under them and for the benefit of and limitations upon all future owners in said addition, this declaration of restrictions being designed for the purpose of keeping said addition desirable, uniform and suitable in architectural design and use as hereinafter specified.

2. These restrictions shall be binding on all owners of lots in the plats and all persons claiming under them for a period of ten (10) years from the date these covenants are recorded, after which time these covenants will be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

3. If the parties hereto, or any of them, or their heirs or assigns, shall violate, or attempt to violate any of the

covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him, or them, from doing so, or to recover damages for such violations.

4. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

5. All lots in the addition shall be residential lots. No structure shall be erected, altered, placed or to be permitted to remain on any lot other than one, detached, single-family dwelling, not more than two stories in height above average ground level, and in addition, facilities for the storage of the lot owners' automobiles and boats and the keeping of livestock to the extent hereinafter permitted. Neither the said premises nor any buildings erected thereon shall at any time be used for the purpose of any trade, business or manufacture, other than personal service enterprises such as sewing, the giving of lessons, or the practice of a profession.

6. No building shall be located nearer than 40 feet to the front lot line and no building other than a garage (whether attached to or detached from the main residence) shall be located nearer to the side lot line than a distance of ~~5~~⁵ feet.

7. All dwellings shall have a minimum area of 320 square feet or be of a fair market value of not less than \$ _____.

8. The boarding or breeding of animals for commercial purposes is prohibited.

9. The keeping of livestock, which term shall not be deemed to include domestic dogs or cats, shall be permitted not to exceed four (4) animals per acre. The keeping of ~~two~~^{TWO} swine shall ~~be~~ be permitted. The keeping of poultry for domestic purposes

BUTLER, HEYE, GOWAN & WOLCOTT
ATTORNEYS AT LAW

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only shall be permitted, but they must be confined and not permitted to run at large.

10. The keeping of junk cars and inoperative machinery is prohibited.

11. Public utility easements over, under and across the lots are designated on the face of the recorded plat and shall not be used for any purposes inconsistent with their use as public utility easements. Said easements shall become effective if, and when, said utilities are constructed and installed.

12. Any dwelling or structure erected or placed on any lot in this addition shall be completed as to external appearance, including finish painting, within eight (8) months after date of commencement of construction.

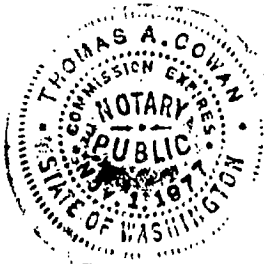
13. Any mobile home moved onto any of the lots in this subdivision shall be completely set up with skirting and permanent steps within sixty (60) days from the date it is moved upon the premises.

14. 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.

15. No sign of any kind shall be placed or displayed to the public view on any lot except one professional sign of not more than one (1) square foot in area or one sign of not more than five (5) square feet advertising the property for sale or rent or signs used by builders or developers to advertise the property during the construction and sale.

16. No lot owner or any person acting under his or her authority shall construct, maintain or suffer to be constructed or maintained upon the addition, within 100 feet of the common well located on Lot 3, to be devoted to the use of all lot owners in the addition, so long as the same is operated to furnish water for public consumption, any of the following: cesspool, sewers, privies, septic tanks, drain fields, manure piles, garbage of any kind or description, barns, chicken houses, rabbit hutches,

day of October, 1977.



Thomas A. Cowan

Notary Public in and for the State
of Washington, residing at: West Richland

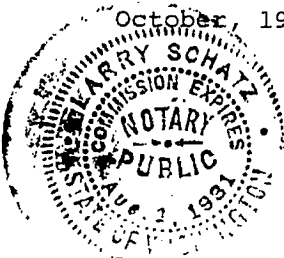
STATE OF WASHINGTON)
County of Benton) ss.

Dorcoms

On this day personally appeared before me DAVID ~~DORCOMS~~
and Charlette, husband and wife, to me known to be the
individuals described in and who executed the within and foregoing
instrument and acknowledged that they signed the same as their
free and voluntary act and deed, for the uses and purposes therein
mentioned.

GIVEN under my hand and official seal this 29 day of

October, 1977.



Harry Schatz

Notary Public in and for the State
of Washington, residing at: _____

Benton City, Wash.

STATE OF WASHINGTON)
County of Benton) ss.

On this day personally appeared before me EDWARD EKENBAHL
and _____, husband and wife, to me known to be the
individuals described in and who executed the within and foregoing
instrument and acknowledged that they signed the same as their free
and voluntary act and deed, for the uses and purposes therein
mentioned.

GIVEN under my hand and official seal this _____ day
of October, 1977.

Notary Public in and for the State
of Washington, residing at: _____

BUTLER, HEYE, COWAN & WOLCOTT
ATTORNEYS AT LAW
P. O. BOX 770
1201 MADWIN BUILDING
RICHLAND, WASHINGTON 99282
TELEPHONE (809) 943-1161

DECLARATION CONCERNING WATER RIGHTS
OCT 31 1 55 PM '77

WITNESSES

The undersigned, LARRY SCHATZ and DARLENE SCHATZ, husband and wife; DAVID ~~DUREMUS~~ ^{Doremus} and Charlotte ~~DUREMUS~~ ^{Doremus}, husband and wife; and EDWARD EKENBAHL and _____ EKENBAHL, husband and wife, the owners of the real property in Benton County, Washington described as follows:

INDEXED BY [Signature]
CHECKED BY [Signature]

Short plats 203 and 215 according to the plats thereof recorded in Book of Plats, records of Benton County, Washington,

do by these presents, before the sale of any of said property to any member of the public, establish and delineate the rights of purchasers of portions of said premises in and to a well dug and constructed thereon for domestic water supply purposes, and in and to the irrigation system for non-potable water available to lot owners.

The domestic water system will consist of the existing well and wellhouse on Lot 3, Plat 203, electric power line to well head, pump motor, control panels, pressure tank, and necessary piping and plumbing. Each lot owner shall have the right to use 1/7 of the water from said well.

The irrigation system, for uses other than human consumption, will consist of the existing irrigation system for drawing water from the canal and for receiving waste water from the adjacent property, with a line to each of the seven lots. The lot owner shall pay all assessments levied upon their respective lots by the Benton Irrigation District.

The maintenance, repair and eventual replacement of the facilities associated with the water well and with the irrigation system shall be the responsibility of the lot owner who, by the acceptance of their respective deeds, shall be deemed to have accepted such responsibility; and to have agreed and undertaken to form a community water association which shall elect from their own members a person to have charge of such domestic water system and the irrigation system, with specific authority to establish by collection from all lot owners a fund for all expenses,

including, but not limited to, electric current, maintenance, repairs and the eventual replacement of the associated equipment necessary to operate the system, with full authority to shut off water to users in the event of non-payment of charges agreed to by a majority of the lot owners.

Further, the undersigned owners, agree and covenant that neither they, their heirs, successors or assigns will construct, maintain or suffer to be constructed or maintained upon the land above described in this Declaration, within 100 feet of the well on Lot 3, Plat 203, so long as the same is operated to furnish water for public consumption, any of the following: Cesspools, sewers, privies, septic tanks, drain fields, manure piles, garbage of any kind or description, barns, chicken houses, rabbit hutches, pigpens or other enclosures or structures for the keeping or maintenance of fowl or animals, or storage of liquid or dry chemicals, herbicides or insecticides.

IN WITNESS WHEREOF, the parties hereto have set their hands this **29** day of October, 1977.

Any one
can install
their own
domestic water
system and
withdraw from
the present
water system
stated within

Larry Schatz

Larry Schatz

Darlene Schatz

Darlene Schatz

Husband and Wife
David Doremus Sr

David ~~Doremus~~ DOREMUS SR

Charlotte Doremus

Husband and Wife

Edward Ekenbahl

Husband and Wife

STATE OF WASHINGTON)
County of Benton) ss.

On this day personally appeared before me LARRY SCHATZ and DARLENE SCHATZ, husband and wife, to me known to be the

AUG 31 12 46 PM '84

ADDENDUM TO THE DECLARATION CONCERNING WATER RIGHTS TURNER MILL FR. AUDITOR

INDEXED BY [initials] DEPUTY
CHECKED BY [initials] RECORDED IN VOL. 453

Know all men by these presents:

1. That the undersigned owners of 1/7 of the existing well and well house on lot 3, plot 203, electric power line to well head, pump motor, control panels, pressure tank and necessary piping and plumbing, as recorded in book of plots 741172, Vol. 336, page 691, on October 31, 1977 at 1:55 p.m. Do hereby make the following restriction.
 - a. That no parties and all persons claiming under them and for the benefit of all future owners are restricted from adding any new lots by subdividing or any other means, to the above mentioned existing domestic water system.
2. This restriction shall be binding on all owners and all persons claiming under them for a period of 10 years from the date this addendum is recorded, after which time this addendum will be automatically extended for successive periods of 10 years, unless an instatement signed by a majority of the then owners agreeing to change said addendum in hole or in part.
3. If the parties hereto, or any of them, or their heirs or assigns, shall violate, or attempt to violate this restriction, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision, (as recorded in the book of plots 741171, Vol. 336, page 690 on October 31, 1977 at 1:55 p.m.), to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate this restriction and either to prevent him, or them, from doing so, or to recover damages for such violation.

IN WITNESS WHEREOF, the parties hereto have set their hand this 19 day of AUG, 1984.

Husband and Wife

Walter C. Martin
Walter C. Martin

Teresa M. Martin
Teresa M. Martin

Husband and Wife

James J. Sanderetto, Sr.
James J. Sanderetto, Sr.

Margaret Sanderetto
Margaret Sanderetto

Husband and Wife

Warren Zesiger
Warren Zesiger

Mary Zesiger
Mary Zesiger

Husband and Wife

David J. Doremus, Sr.
David J. Doremus, Sr.

Charlotte I. Doremus
Charlotte I. Doremus

Larry Schatz

Dale L. Thomas
Dale L. Thomas

PO Box 895
BENTON CITY WA
99352



FORM 107



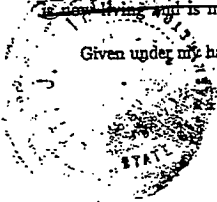
(Acknowledgment—Individual and as Attorney in Fact.)

STATE OF WASHINGTON, }
COUNTY OF BENTON } ss.

On this 29th day of August, 1984, before me personally appeared WARREN L ZESIGER to me known to be the individual described in and who executed the within instrument for himself and also as Attorney in Fact for

and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed for him self and also as free and voluntary act and deed as Attorney in Fact for for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that the said is now living and is not insane.

Given under my hand and official seal the day and year last above written.



Betty J. Griffin
Notary Public in and for the State of Washington,
residing at Benton City