

PROTECTIVE COVENANTS FOR

SOLAR ACRES

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THIS DECLARATION of restrictions, reservations and protective covenants as set forth herein by the undersigned owners of all of the land situated within the following short plats: 1199, 1200, 1201, 1202 and 1203

all within Benton County, Washington, known as SOLAR ACRES, is made for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property. This declaration shall run with the land, and the terms thereof shall be binding upon all purchasers and land owners, whether holding legal or equitable title, who shall purchase or acquire, by any means whatsoever, any parcel within SOLAR ACRES.

If the owners of the above-described property, or any of them or their successors or assigns, shall violate any of the covenants or restrictions herein contained, it shall be lawful for any other person or persons owning real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such covenants, and either to prevent him or them from so doing or to recover damages resulting from said violation, or both.

Invalidation of any of these covenants by judgment, court order, legislative enactment, or otherwise, shall in no wise affect any of the other provisions, which shall remain in full force and effect.

1. Every person or entity who is an owner of any parcel in SOLAR ACRES, which are included within the above-described short plats, shall automatically become a member of the community association known as SOLAR ACRES OWNERS ASSOCIATION. Each member shall be entitled to all of the rights and privileges associated therewith and shall assume the obligations and requirements as hereinafter set forth. There shall be one (1) membership only for each parcel and in the event a parcel now or in the future is owned by more than one person, the several owners of such interest shall designate one of their number as a member. Each parcel shall be entitled to one vote at any meeting of the Association.

2. At least one (1) Association meeting shall be held each year on or about April 1st. For the purposes of conducting business at the annual meeting, a quorum shall consist of one-tenth (1/10th) of the total number of members of the Association. At the first annual meeting, a five-member executive committee shall be elected as follows:

SARCO TITLE INSURANCE CO.

1st member-	3-year term;
2nd member-	3-year term;
3rd member-	2-year term;
4th member-	2-year term;
5th member-	1-year term;

The executive committee shall elect from among their membership a president, vice-president and secretary-treasurer, with the remaining members serving as members-at-large. At subsequent association meetings, members shall be elected to fill only those positions for which terms have expired. All members of the executive committee shall serve without salary or wage. The primary duty of the executive committee is to coordinate and organize the routine annual business of the Association and operate the Association during the year.

Special problems of the Association may require one or more special meetings of the Association. The executive committee may call special meeting of the membership at any time by giving the members three (3) days' notice of the special meeting, either in writing or by telephone. The executive committee must call a special meeting of the membership within five (5) days if requested to do so in writing by three (3) or more members.

3. Solar Acres is situated within the Kennewick Irrigation District, however at this time connections are not available for distribution of irrigation water within the subdivision. At such time as connection are available, Solar Acres Owners Association shall implement appropriate procedures for the administration and distribution of irrigation water.

4. ROADS. There are roads constructed within Solar Acres, which are not county roads. The cost of the maintenance and repair of said roads shall be borne by the owners of the property. The main roadway serving all of the parcels and adjacent subdivisions shall be maintained on a pro-rata basis by all of the property owners within Solar Acres and adjacent subdivisions served by such main roadway. The secondary roads leading off the main road to the various parcels shall be maintained by the owners adjoining said secondary road. The matter of determining the repairs and maintenance of the roads and the portion of the cost for the said repair and maintenance shall be a part of the business to be transacted by the executive committee.

5. GENERAL REGULATIONS.

A. Fences shall be allowed on any parcel, provided same are kept in good repair. The maximum height for all fences shall not exceed six (6) feet.

B. All parcels shall be kept free of visible litter, automobile wreckage and scrap iron. Vehicles not operative or in the process of being repaired shall, after the expiration of thirty (30) days' notification by the executive committee, be classified as automotive scrap, and the owner of the parcel shall be required to forthwith remove the same from the premises.

C. No buildings, out-buildings or otherwise shall be built or located within twenty-five (25) feet of adjoining property or any street or abutting sidewalk.

D. All pasture shall be kept mowed to a reasonable height, not to exceed two (2) feet.

E. Fowl shall be restricted to chickens in pens. Each parcel owner shall be limited to a maximum of two (2) cows or one (1) horse or two (2) hogs per acre. All hog pens must be a minimum of four hundred (400) feet from any neighbor's dwelling. Instead of cows, hogs or a horse, four (4) sheep per acre will be allowed.

F. Feed pens and livestock yards shall be kept clean and dry, as reasonably as possible.

G. Shrubs, hedges and trees shall be kept neatly trimmed and shall be topped back so as not to exceed thirty (30) feet maximum height. All fruit trees shall be kept insect free and disease free.

H. All dogs must be kenneled or kept within the boundary of the owner's parcel, and there shall be no more than two (2) dogs per parcel.

I. All buildings located on any lot in Solar Acres shall be in good repair and in a generally attractive condition.

J. No dwelling shall be constructed containing less than 1,000 square feet of ground floor area, except that one and one-half or two-story, or 1 story with full basement dwellings shall contain a minimum of 800 square feet of ground floor area.

K. No camper-trailer, tent, shack or future outbuildings shall be used for a temporary dwelling for more than six months while constructing a permanent dwelling or installing a mobile or modular home. The exterior of all permanent dwellings must be completed within six months after beginning of construction thereon.

L. Mobile homes or modular homes will be allowed, provided that no mobile homes more than four (4) years old at the time of installation upon the real property. All mobile homes must be in good repair and of a good appearance and shall be skirted with metal, block exterior siding or similar material common to exterior construction within sixty (60) days from the time they are placed on the parcel.

Straw, interior-grade plywood or unsightly materials shall not constitute adequate skirting. Single-wide mobile homes a minimum of 14 feet by 55 feet will be allowed.

M. All additions, amendments or deletions to these protective covenants must be approved by no less than two-thirds of the membership of Solar Acres.

N. All costs related to pro-ration of any bills in this community association will be based on the fact that there is a total of 108.07 acres in the Solar Acres subdivision.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this _____ day of _____, 1982.

Robert W. Cox
Robert W. Cox

Della Pastore Hansen
Della Pastore Hansen

Howard Edison
Howard Edison

Shirley M. Witt
Shirley Witt

SEVEN STAR ENTERPRISES, INC.

BY Arthur H. [Signature] (Pres)
President

BY _____

ROGERS SURVEYING, INC.

BY [Signature]
President

BY [Signature]
Secretary

Walter M. Lindblom
WALTER M. LINDBLOM

Denise K. Lindblom
DENISE K. LINDBLOM

STATE OF WASHINGTON)
) : ss
COUNTY OF Benton)

On this day personally appeared before me ROBERT W. COX to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my official seal and hand this 12th day of August, 1982.

Carol L. Croft
Notary Public in and for the State of Washington residing at Kendrick

STATE OF WASHINGTON)
) : ss
COUNTY OF _____)

On this day personally appeared before me DELLA PASTORE HANSEN to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my official hand and seal this 27th day of July, 1982.

Carol L. Croft
Notary Public in and for the State of Washington, residing at Kendrick

STATE OF WASHINGTON)
) : ss
COUNTY OF Benton)

On this day personally appeared before me HOWARD EDISON to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged 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 seal this 27 day of July, 1982.

Shannon R. Croft
Notary Public in and for the State of Washington, residing at Kendrick

STATE OF Idaho)
) : ss
COUNTY OF Blaine)

On this day personally appeared before me SHIRLEY WITT to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and seal this 19 day of July, 1982.

Julie D. Croft
Notary Public in and for the State of Idaho, Residing at Kendrick

STATE OF WASHINGTON)
)
) : ss
COUNTY OF Benton)

On this 2nd day of August, 1982, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Arthur Klinginsmith and _____ to me known to be the President and _____, respectively of SEVEN STAR ENTERPRISES, INC, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument, and that the seal affixed (if any) is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed, the day and year first above written.

Ruthanne Hill
Notary Public in and for the State of Washington, residing at Hoquiam

STATE OF WASHINGTON)
)
) : ss
COUNTY OF Benton)

On this 28th day of July, 1982, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Richard A. Rogers and Gerald C. Webber to me known to be the President and Secretary, respectively of ROGERS SURVEYING, INC., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Valda M. Replogle
Notary Public in and for the State of Washington, residing at Benton City



