



PROTECTIVE COVENANTS

FOR

PARCELS #1, 2, 3 and 4, according to Survey thereof recorded under Auditors File #87-2180, being a portion of the East ¼ of Section 17, Township 8 North, Range 28 East, W.M., Benton County, Washington, lying South of the Badger East Lateral and North of the Northern Pacific Railroad Right-of-Way.

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 be binding on all parties and their heirs, successors or assigns, thereafter and until September, 2003, and shall thereafter be automatically extended for successive periods of five (5) years, unless by vote of the majority of the then owners of the parcels of land, it is agreed to change said covenants in whole or in part.

If the parties hereto, or their heirs, successors 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 proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to request injunctive relief or damages for such violation.

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 effect.

VOTING: There shall be two votes per parcel.

PURPOSE: It is the intent and purpose of these provisions to assure the initial use of this property as acreage of five acres or more where the future owners and their families may pursue small scale agricultural and animal husbandry activities. It is further



the intent and purpose of the restrictions and covenants to protect the health, safety, welfare, security of monetary investments, and to further all things conducive to harmony and compatibility among neighbors. Finally, it is the purpose and intent of these provisions to assure the property be kept as a high quality area.

NEIGHBORHOOD COMMITTEE: These covenants and irrigation provisions hereinafter described shall be under the jurisdiction of a neighborhood committee composed of landowners of the property. James R. Snider shall constitute the committee until two parts of property are purchased. Thereafter, the committee shall consist of three persons elected by the majority of the land owners of the aforesaid property.

The committee members may be changed at any time by approval of a majority of votes received, provided that all of the landowners, of the aforesaid property have been notified of the proposed change.

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 erected at any other location.

Outbuildings shall be set away from dwellings by a distance of not less than forty (40) feet.

Hay piles shall be set away from dwellings by a distance of not less than one hundred (100) feet.

Any dwelling or other structure erected or placed on the property shall be completed as to external appearance including finished painting within one (1) year of commencement of construction.

LOTS SHALL BE KEPT FREE OF NOXIOUS WEEDS AT ALL TIMES.

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



LOCATION OF DWELLINGS AND STRUCTURES: No dwelling, barn, garage or other structure shall be constructed nearer than thirty (30) feet to the edge of any easement or nearer than thirty (30) feet to the parcel boundaries.

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 two large animals, either cattle or horses, ten sheep (including lambs) or two goats per acre on the property. Only one pig per acre purchased for FFA or 4-H project will be allowed. Brood sows will not be allowed. Up to 10 chickens or other poultry may be kept per acre. 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.

Dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. Dogs, cats or other household pets shall be confined to the premises unless this requirement is waived by the neighborhood committee.

IRRIGATION WATER: The irrigation system will be operated by the neighborhood committee. The neighborhood committee will work with the Kennewick Irrigation District (KID) as necessary. Irrigation water will be supplied through a common system to each parcel of land at ONE point.

Each parcel will use no more than nine (9) gallons per minute per acre ALLOTTED WATER, unless approved by the neighborhood committee. All irrigation systems shall be free of water leaks, in order that usage can be determined by the number of sprinkler heads and nozzle size which are in use at any time.

Each parcel allotted irrigation water for the year shall be determined by the number of irrigable acres, this is determined by the Kennewick Irrigation District.



Each parcel shall be charged its pro-rated share of the cost of maintenance and operation of the irrigation system in each year. If a person damages the irrigation system they will be responsible for the full cost of repairs.

Changes in amount of irrigation water needed must be ordered according to Kennewick Irrigation District (KID) procedures. Turn Out 3.3 on Badger East Lateral to be used to receive water for irrigation of Parcels #1, 2, 3, and 4.

RESTRICTIONS OF OTHER USES: This property shall not be used for storage for construction machinery or rental equipment.

No public garage, manufacturing, mercantile business or repair occupation may be conducted as a significant part of the activity on any of these parcels.

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

No used machinery or scrap equipment, implements, automobiles, conspicuous parts of such equipment which will serve no purpose in operation of the property 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 excavation shall be carried out farther than necessary to place any portion of any property on grade or for building on said premises. Land leveling for farming purposes is allowed.

EASEMENTS: Easements have been provided for irrigation water lines, roads, and for public underground utility purposes. As long as these easements are not employed for the intended uses, the owners of the land affected by said easements shall have the use of same. It should be understood, of course, that any structure or fencing erected thereon are subject to removal whenever these easements are employed for the intended uses. For safety and dust considerations, the speed limit on access roads shall not exceed ten (10) MPH.

