

DECLARATION
OF COVENANTS, RESTRICTIONS AND CONDITIONS

THIS DECLARATION IS SET FORTH BY DUANE H. AND CAROL JEAN THOMSEN HEREINAFTER REFERRED TO AS "DECLARANT."

WITNESSETH:

WHEREAS, DECLARANT IS THE OWNER of certain property in the City of Kennewick, State of Washington, platted as THOMSEN'S ADDITION, according to the plat thereof recorded in Borden County, Washington, Auditor's File No.

NOW THEREFORE, Declarant declares that all the Properties shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the Properties of any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

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Section 1. "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

VERNER MILLER, AUDITOR
RECORDED IN VOL. 154

Section 2. "Lot" means any plot of land shown upon any recorded subdivision map of the Properties.

SIGNED BY [Signature]
[Signature]

PIONEER NATIONAL TITLE INS. CO.

Section 3. "Declarant" means Eugene H. and Carol Jean Thomsen, their successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 4. "Dwelling" shall mean each four-plex apartment on individual lots or combination of buildings on combined lots.

ARTICLE II ARCHITECTURAL CONTROL

Section 1. No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural committee composed of three or more representatives appointed by the Declarant. If the committee fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, approval will not be required and this Section will be deemed to have been fully complied with.

It is contemplated and planned that a swimming pool will be constructed at the rear of Lot 3, Block 3, Thomsen's Addition, and enclosed with a fence as required by applicable laws and ordinances and in the event that such is so constructed and enclosed, then no building, fence, wall or other structure shall be constructed, erected or maintained closer than fifteen (15) feet to the enclosure of such pool on Lots 1, 2, and 3 of Block 2, Thomsen's Addition, and Lots 1, 3, and 5 of Block 3, Thomsen's Addition.

Section 2. MEMBERSHIP. The Architectural Control Committee is composed of:

- | | |
|--------------------|---------------------------------|
| Duane H. Thomsen | 222 Road 33, Pasco, Wa. |
| Carol Jean Thomsen | 413 Road 33, Pasco, Wa. |
| Roger J. Strawick | 1300 Gage Blvd., Kennewick, Wa. |

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor the designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

Section 3. DWELLING, QUALITY AND SIZE. The intention and purpose of the covenant is to assure that all dwellings shall be of quality workmanship and materials that meet the approval of the Architectural Control Committee. Individual lots are designed to contain one four-plex apartment. Lots may be combined provided all requirements of the City of Kennewick zoning ordinance covering RM 4000 Medium Density Zoning District are met.

Section 4. BUILDING LOCATION. a) No building shall be located on any lot nearer to the front lot line or nearer to the side street than the minimum building setback lines as per City of Kennewick Zoning Ordinance regarding RM 4000 Zoning District.

b. For the purposes of this covenant, eaves, steps, and open porches shall not be construed as any portion of a building, on a lot to encroach upon another lot.

ARTICLE III
EXTERIOR MAINTENANCE

Each individual Owner shall be obligated to provide exterior maintenance of his own lot. If an Owner of any lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the committee, the committee by a vote of at least two-thirds, shall have the right to enforce by injunction or other legal remedy the obligation of any Owner under this article to enter upon the parcel and to repair, maintain, and restore the lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall become a debt of the Owner of the lot.

ARTICLE IV
EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the side and rear 2.5 feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area 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.

ARTICLE V
USE RESTRICTIONS

Section 1. ENJOYMENT OF PROPERTY. The Owners shall use their respective properties to their enjoyment in such a manner so as not to offend or detract from other Owners' enjoyment of their own respective properties.

Section 2. IN DEROGATION OF LAW. No Owner shall carry on any activity of any nature whatsoever on his property that is in derogation or in violation of the laws and statutes of the State of Washington, and the City of Kennewick or other applicable governmental body.

Section 3. PETS. Owners shall observe and obey all laws applicable to the residents of the City of Kennewick pertaining to care, control, and husbandry of animals and pets.

Section 4. COMMERCIAL ACTIVITY. There shall be no commercial activity by the Owners.

Section 5. TEMPORARY STRUCTURES. No structure of a temporary character, such as a trailer or a shack or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

Section 6. NUISANCES. No noxious or offensive activity shall be carried on upon any properties; nor shall anything be done thereon which may become a nuisance as such is defined in the laws of the State of Washington.

Section 7. LIVESTOCK AND POULTRY. No animals or livestock or poultry or any kind shall be raised, bred or kept on any lot except that dogs, cats, or other household pets may be kept according to the provisions of Section 3 hereof.

Section 8. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or

maintained as a dumping ground for rubbish, trash, garbage, or other waste shall not be kept except in a sanitary container. Every Owner, occupant or tenant shall have weekly garbage and refuse removal.

Section 9. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any lot, unless prior approval is obtained from the architectural committee, the local health authority, and the City of Kennewick.

Section 10. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot.

Section 11. WATER SUPPLY. No individual water supply system shall be permitted on any lot, unless prior approval for such system is obtained from the architectural committee and all such construction must be in accordance with the rules and regulations of the Benton County Department of Health.

Section 12. AUTOMOBILE REPAIR AND MAINTENANCE. There shall be no major overhaul or repair work performed on automobiles or other vehicles unless done so in specifically allowed areas. Any automobile or other vehicle deemed to be in inoperative condition in excess of three days and which causes an undesirable effect on the area may be removed by action of the architectural committee.

Section 13. SIGNS. No signs of any kind nor for any use, except public notice by a political division of the state, or as required by law, shall be erected, posted, painted or displayed on any building, site or portion

of this subdivision whatsoever, except any builder may erect and display signs during the period he is building and selling property in said subdivision, and any Owner wishing to sell or rent his home may place one sign; not larger than 800 square inches, advertising the property for rent or sale.

ARTICLE VI SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 3 and 10 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 20 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

ARTICLE VII GENERAL PROVISIONS

Section 1. ENFORCEMENT. The architectural committee or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, obligations and reservations, now or hereafter imposed by the provisions of this Declaration. Failure by the architectural committee or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. SEVERABILITY. Invalidation of any one of these covenants or restrictions, by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of 30 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years. This Declaration may be amended during the first 30 year period by an instrument signed by not less than 90 percent of the lot Owners, and thereafter by an instrument signed by not less than 75 percent of the lot Owners. Any amendment must be recorded.

Section 4. ANNEXATION. Additional land may be annexed by the Declarant without the consent of Owners within 10 years of the date of this instrument.

DATED this 9th day of August, 1976.

DECLARANT

Quane E. Thomsen
Quane E. Thomsen

Carol Jean Thomsen
Carol Jean Thomsen

STATE OF WASHINGTON)

COUNTY OF *Benton*

On this 9th day of August, 1974 before me, the undersigned, a notary public in and for said county and state, personally appeared Duane H. Thomsen and Carol Jean Thomsen, to me known to be the individuals described in and who executed the within 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.

Carol A. Wardell
Notary Public in and for the
State of Washington, residing
at *Richland*

