

PROTECTIVE COVENANTS  
CASA DEL REY SUB-DIVISION

DEC 5 11 00 AM '78

RECORDED BY  
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KNOW ALL MEN BY THESE PRESENT, that the undersigned, being all having any interest in the property covered by the plat of Casa Del Rey, Benton County, Washington, as recorded in the records of said county, do hereby declare the following restrictions and covenants which shall run with the land and be binding on all parties and all persons claiming under them until October 1, 1990, at which time said covenants shall be automatically extended for successive periods of ten years, unless by a vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

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 covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any 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.

SAFECO TITLE INSURANCE COMPANY

1. All lots in the Casa Del Rey Subdivision shall be known and described as residential lots. No structure shall be erected, altered, placed or be permitted to remain on any residential building plot other than one detached single family dwelling not to exceed two stories above grade level in height, and a private garage for not more than three cars, either attached or separate from the dwelling unit.
2. No structures erected elsewhere may be moved intact and placed upon any lots in this entire plat.
3. All structures for single family dwelling purposes must contain at least 1250 square feet of living space as separate from garage and storage space.
4. No building shall be located nearer than 25 feet to the front lot line or nearer than 15 feet to the side street line. No building except a detached garage shall be located nearer than five feet to any side lot line within 70 feet from the front lot line.
5. No residential structure shall be erected or placed on any building plot which plot has an area less than 8,000 square feet or a width of less than 60 feet at the front building setback line.
6. No noxious or offensive trade, or activity, tavern or club dispensing beer, wine or intoxicating liquor in any form shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
7. No trailer, basement, tent, shack, garage, barn or other outbuilding erected or located within the tract shall at any time be used as a residence, nor shall any structure of a temporary character be used as a residence.

INDEXED BY *[Signature]*  
CHECKED BY *[Signature]*

CASA DEL REY SUBDIVISION

8. Until such time as a sanitary sewer system shall have been constructed to service this subdivision, a sewage disposal system constructed in accordance with the requirements of the Health Authority with jurisdiction shall be installed to serve each dwelling. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain unless it has first been passed through an absorption field approved by the Health Authority.

9. No fence, wall, hedge or mass planting shall be permitted that is over six feet in height and such shall be for privacy sake only and not to obstruct the view of neighboring dwellings.

10. The grantors of and for themselves and their successors and assigns dedicate easements for public utility purposes over the public utility easement strips shown in the recorded plat. Said easements are hereby granted to maintain, construct, reconstruct and repair sewer lines, domestic water and irrigation water lines, telephone lines and lines for the delivery of electrical energy. Whenever the use of said easements or any of them shall cease, the same shall revert to the owners of the land affected by said easement.

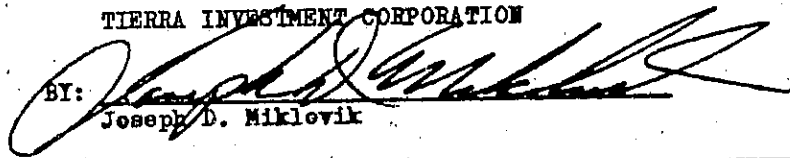
11. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance including finished painting within one year from the date of commencement of construction, provided however that such period for completion shall be extended sufficiently to compensate for unavoidable delays caused by Acts of God, strikes, embargoes, hostilities, seizures, orders of governmental authorities or any other interruptions beyond the control of the owner.

12. No animals, livestock or poultry of any kind shall be raised, 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.

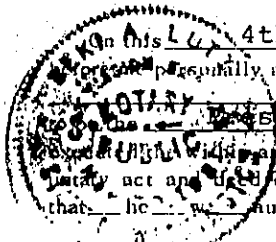
13. No sign of any kind shall be displayed to the public view on any lot except one professional sign or residential designation of not more than 16 X 24 inches, one sign of not more than six square feet advertising the property for sale or rent, or signs used by builders or developer to advertise the property during the construction and sales period.

14. Suitable landscaping, planting or comparable means to hold down the topsoil shall be completed within less than one year after completion of the dwelling structure.

TIERRA INVESTMENT CORPORATION

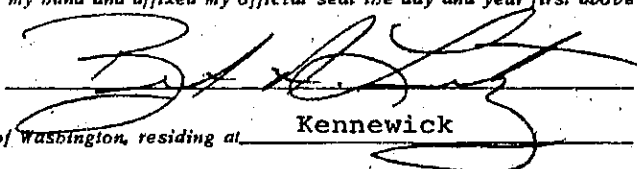
BY:   
Joseph D. Miklovik

STATE OF WASHINGTON, }  
County of BENTON } ss.



On this 14 4th day of December A. D., 19 78  
personally appeared JOSEPH D. MIKLOVIK  
President, to me known  
of the corporation that  
and foregoing instrument, and acknowledged the said instrument to be the free and vol-  
untary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated  
that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

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

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Dec 19 2 49 PM '78

VERNON MILLER, AGENT

ADDENDUM TOPROTECTIVE COVENANTSCASA DEL REY SUBDIVISIONRECORDED  
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KNOW ALL MEN BY THESE PRESENT, that the undersigned being all having interest in the property covered by the plat of Casa Del Rey, Benton County, Washington, as recorded in the records of said county, do hereby declare the following restrictions and covenants which shall run with the land and be binding on all parties and all persons claiming under them in perpetuity.

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 covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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

1. Easements for drainage are reserved over a 5 foot wide strip along each side of interior lot lines and over the rear five feet of each lot. Within these easements, no structures, planting, or other material shall be placed or permitted to remain 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 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.

( continued )

DATED this 15 day of December, 1978.

TIERRA INVESTMENT CORPORATION

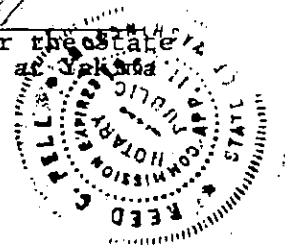
By Robert Wayne Bjur - Secretary

STATE OF WASHINGTON )  
County of Yakima ) ss.

On this 15 day of December, 1978, before me personally appeared ROBERT WAYNE BJUR, to be known to be the Secretary of TIERRA INVESTMENT CORPORATION, the corporation that executed the foregoing instrument, and acknowledged this 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 is authorized to execute said instrument and that the seal affixed is the corporation seal of said corporation.

GIVEN under my hand and official seal the date and year first above written.

[Signature]  
Notary Public in and for the State  
of Washington, residing at [Address]



HORTON, WILKINS & HORTON

May 13 8 48 AM '73

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INDEXED BY J. H.

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6 PROTECTIVE COVENANTS

7 I, the undersigned, being the owner of the following described real  
8 property situate in Benton County, Washington, to-wit:

9 The south half of the northwest quarter of the southeast  
10 quarter of Section 14, Township 8 North, Range 29 East,  
11 W.M., Except the west 30 feet thereof for road;  
12 except the north 671.96 feet of east 208.71 feet of the  
13 north half of the northwest quarter of the southeast  
14 quarter of said Section 14, Township 8 North, Range  
15 29 East, W.M. and except the north 30 feet thereof  
16 for road

17 do hereby declare the following restrictions and covenants which shall run  
18 with the land shall be binding on all parties and their heirs, successors or  
19 assigns hereafter and until January 1, 1983 and shall thereafter be auto-  
20 matically extended for successive periods of ten years, unless by a vote  
21 of the majority of the then owners of the acreage on a quantity basis, it  
22 is agreed to change said covenants and holder in part.

23 If the party hereto or her heirs, successors or assigns, shall vio-  
late 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 proceedings at law or in equity

Protective Covenants -1-

1 against the person or persons violating or attempting to violate any such  
2 covenant and either to request injunctive relief or damages for such viola-  
3 tion. Invalidation of any one of the following covenants by a court of compe-  
4 tent jurisdiction shall in nowise affect any of the other covenants which  
5 shall remain in full force and effect.

6 It is the intent and purpose of these provisions to assure the initial  
7 development of this property in the form of individual small acreages  
8 with high quality residences where the future owners and their families  
9 may pursue small scale, part time agricultural and animal husbandry  
10 activities such as may be characterized by ownership and use of riding  
11 horses and 4-H and FFA projects for young people. It is further the in-  
12 tent and purpose of these restrictions and covenants to assure the high  
13 quality of dwellings and other structures now and in the future , to protect  
14 the health, safety, welfare, & security of monetary investments, and to fur-  
15 ther all things conducive to harmony and compatibility among neighbors.  
16 And finally, it is the purpose and intent of these provisions to assure the  
17 orderly and eventual conversion of this property into high quality residen-  
18 tial area which can be readily integrated in with the anticipated growth of  
19 the adjacent community.

20 Neighborhood Committee: These covenants, construction on the  
21 premises, and additional provisions hereinafter described shall be under  
22 the jurisdiction of a neighborhood committee composed of landowners  
23 in the subdivision. Iva Helen Tilley, Emmett Tilley and Dr. Peter

1 Strange shall constitute the committee until other owners have purchased  
2 property in the subdivision. Thereafter the committee shall consist  
3 of three persons elected by the majority of the landowners in the  
4 subdivision.

5 The committee shall have the authority to approve all proposed con-  
6 struction in above acreage for compliance with these covenants before con-  
7 struction is started. Such committee shall not have authority to waive  
8 any conditions of these covenants, but failure to secure their approval  
9 will be deemed a violation and any construction or activity without such  
10 approval may be enjoined and damages collected for the violation by any  
11 landowner in the subdivision.

12 Dwellings and structures: No dwelling, barn, shed or shelter  
13 of any kind shall be placed on any of the property by moving thereon such  
14 a structure or building which had earlier been erected at any other loca-  
15 tion.

16 No trailer, basement, tent, shack, garage, barn, or other out-  
17 building erected or placed on the property shall at any time be used as  
18 a residence temporarily or permanently, nor shall any structure of a  
19 temporary character be used as a residence.

20 No structure or dwelling shall exceed two stories in height, or a  
21 split-level with three levels but not more than two levels on top of each  
22 other. Residences shall be single unit dwellings having an enclosed  
23 ground floor projected living area of not less than 1,350 square feet for

1 a single floor and not less than 1,050 square feet for split entries, and  
2 not less than 1,150 square feet for single floors with a basement. Such  
3 area does not include porches, garages, patios, breezeways, etc. No  
4 outbuildings shall have a sheltered area greater than that of the dwelling.

5 Dwellings shall comply with not less than minimum F.H.A. require-  
6 ments and specifications.

7 No more than one (1) residence shall be maintained on any one-  
8 half (1/2) acre area.

9 Outbuildings shall be set away from dwellings by a distance of not  
10 less than forty feet.

11 Hay piles shall be set away from dwellings by a distance of not  
12 less than forty feet, behind dwellings and under cover.

13 Garages shall be no larger than adequate for three motor vehicles.

14 All buildings located on any acreage described herein shall be of a  
15 permanent nature. Outbuildings must be maintained, painted and kept in  
16 good repair and in a generally attractive condition. There shall be no  
17 lean-to -type roofs or shelters. MOBILE HOMES SHALL NOT BE  
18 ALLOWED.

19 No trailers or metal fabricated modular constructed building shall  
20 be used as a permanent dwelling on any acreage described herein without  
21 the approval of the Neighborhood Committee being given in writing before  
22 hand and filed in Affidavit form with the Benton County Auditor making  
23 specific reference to the approval and legal description of property on which

1 same be approved for such use.

2 Any dwelling or other structure erected or placed on the property  
3 shall be completed as to external appearance including finished painting  
4 within eight months of commencement of construction. Construction must  
5 commence within eight months after purchase of lot. Lots will be watered  
6 and kept free of noxious weeds until construction commences.

7 Until such time as a sanitary sewer system shall have been extended  
8 to serve the area, sewage disposal facilities for dwellings shall be pro-  
9 vided in accordance with the requirement of the applicable Benton County  
10 Ordinances as amended and the Health Authority having jurisdiction thereof.

11 Location of dwellings and structures: No dwelling, barn, garage or  
12 other structure shall be constructed nearer than 30 feet to the edge of  
13 any street or road easement or nearer than 12 feet to the boundary line of  
14 any tract contained in said acreage. In addition no permanent building  
15 shall be placed in the space between the dwelling and the street or road.

16 Fencing: Any fencing of this area shall be of a decorative nature  
17 with a height of not more than 4 (four) feet in the front yard and front  
18 yard for this purpose shall be defined as the 30 foot minimum space to  
19 edge of any street or road easement. Any fencing so erected shall be kept  
20 in good repair.

21 Livestock: It is the intent that owners may conduct limited livestock  
22 and poultry operations, the extent of which would be controlled essentially  
23 by the capability of the land for such activities. In recognition of such

1 capabilities, there shall not be more than two (2) large animals, either  
2 cattle or horses, on any tract of land less than one (1) acre in area but  
3 there shall be no horses or cows on any acreage smaller in size than one  
4 (1) acre, but each tract owner shall be limited to a maximum of two (2)  
5 cows or two (2) horses per one-and one-half (1 1/2) acre tract. Fowls  
6 shall be restricted to chickens in pens. No swine or goats shall be allow-  
7 ed. All such animal husbandry efforts must be conducted in a creditable  
8 manner such as they will be of essentially minimum offensiveness or nui-  
9 sances to neighbors, with particular reference to shelter, confinement,  
10 noise and disposal of waste. Dogs, cats and other household pets may be  
11 kept, provided they are not kept, bred or maintained for any commercial  
12 purposes.

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

15 Agricultural uses: The property may be used for the production of  
16 crops including other horticultural activities such as nurseries. Displays  
17 and sales stands will be permitted only for products grown on the property  
18 and placed between the dwelling and the street line, temporarily and only  
19 for the duration of the selling season. Signs, not larger than six square  
20 feet in area, may be used only during the same period.

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

1           Restrictions on other uses: This property shall not be used for  
2 storage for construction machinery or rental equipment.

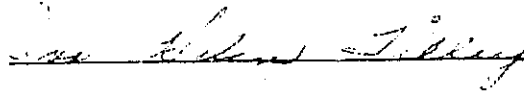
3           No public garage, manufactory, mercantile business or repair oc-  
4 cupation may be conducted as a significant part of the activity on any tract  
5 of land on the acreage described herein.

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

8           No used machinery or scrap equipment, implements, automobiles, or  
9 conspicuous parts of such equipment which will serve no purpose in opera-  
10 tion of the estate may be held or accumulated on the property.

11           No trash shall be dumped or allowed to accumulate on any part of  
12 the property. This includes excess excavation material which cannot be  
13 beneficially utilized for fill, driveways, or other construction purposes. No  
14 excavation shall be carried out farther than necessary to place any portion  
15 of any area on grade or for building on said premises.

16           All acreage shall be kept free of visible litter, automobile wreckage  
17 and scrap iron. Vehicles not operating or in the process of being repaired  
18 shall after the expiration of three (3) months be classified as automotive  
19 scrap and will be towed away at owner's expense.

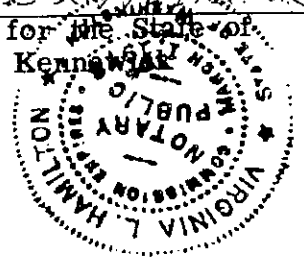
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1 STATE OF WASHINGTON )  
2 COUNTY OF BENTON ) : ss.

3 On this day personally appeared before me IVA HELEN TILLEY  
4 to me known to be the individual described in and who executed the within  
5 and foregoing instrument, and acknowledged that she signed the same as  
6 her free and voluntary act and deed, for the uses and purposes therein  
7 mentioned.

8 Given under my hand and official seal this 9 day of ~~October~~ <sup>November</sup>, 1973.

9 *Virginia L. Hamilton*  
10 Notary Public in and for the State of  
11 Washington residing at Kennewick



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