



2002-034058
Pg: 1 of 7
09/03/2002 12:27P
Benton County

RETURN ADDRESS:

WARREN G. BOGART CONTRACTOR & BUILDER INC.
317 WESTBOURNE LOOP
BURBANK WA 99323
BT-MO

Please print or type information **BENTON FRANKLIN TITLE CO.**

Document Title(s) (or transactions contained therein):

2A 02

1. **DECLARATION OF COVENANTS AND RESTRICTIONS FOR AIRPORT ESTATES**
- 2.
- 3.
- 4.

Reference Number(s) of Documents:

Grantor(s) (Last name first, then first name and initials)

1. **AIRPORT ESTATES**
2. **WARREN G. BOGART**
- 3.
- 4.
5. Additional names on page of document.

Grantee(s) (Last name first, then first name and initials)

1. **PUBLIC**
- 2.
- 3.
- 4.
5. Additional names on page of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

Airport Estates Vol. 15 Pg 164

- Additional legal on page of document.

Assessor's Property Tax Parcel/Account Number

1-0284-200-0012-000 IOP

- Additional on page of document.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

1)

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AIRPORT ESTATES

This Declaration made on the date hereafter set forth by AIRPORT ESTATES, Hereinafter referred to as "Declarant" or "Developer".

WITNESSETH:

WHEREAS, Declarant as the owner of certain property in the County of Benton, state of Washington, which is more particularly describes as 222 Nunn Road, Prosser, Wa.

WHEREAS, Declarant will convey the said properties, subject to certain protective covenants, conditions, restrictions, reservations, easements, rights of access, liens and changes as hereafter set forth.

THEREFORE, Declarant hereby declares that all of the properties described below shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of real property. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

DWELLINGS, QUALITY, SIZE AND TYPE OF CONSTRUCTION: The intention and purpose of the covenant is to assure that only single family dwellings shall be permitted, which are constructed of quality materials and workmanship. All dwellings shall be of conventional construction which are conducive to harmony and compatibility among neighbors. The ground floor of the main structure, exclusive of porches and garages shall be: 1250 square feet minimum for single level dwellings or 700 square feet per floor for two story dwellings.

ARCHITECTURAL CONTROL: No building shall be erected or altered until the building plans, specifications, plot plan, landscaping, and fencing plan showing the nature, kind, shape, height, materials, and location of such building have been approved in writing as to conformity and harmony of external design with existing structures in development, and as to location of building with respect to topography and finished ground elevation, by a committee composed of Warren Bogart and Frances Bogart, or by a representative designated by a member of said committee.

All plans, specifications and plot plans must be submitted to said committee at this address:
Airport Estates, c/o Warren Bogart
317 Westbourne Loop, BURBANK WA. 99323

(1)

BENTON FRANKLIN TITL. COV
25.00 Benton County
09/03/2002 12:27P
Pg: 2 of 7
2002-034058

Or to such other address as may hereafter as given in writing to owners or contract purchaser involved by the Developer.

OTHER 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.

No basement, tent shack, barn or other outbuilding erected or placed on property shall be used as a residence temporarily or permanently, nor shall any structure of temporary character be used as a residence.

Mobile or manufactured homes are not allowed. No house trailers shall be allowed to stop on the property. No trailer or unmounted camper shall be stored or parked on the premises nearer the front property line than the minimum setback line.

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.

RESTRICTIONS AND OTHER USES:

This property shall not be used for open storage of construction or rental equipment. No inoperable farm machinery, including tractors, and trucks, shall be allowed to be held on property. No used machinery or scrap equipment, implements, automobiles, or conspicuous parts of such equipment, which serve no purpose in operation of estates, may be held or accumulated on property. No trash shall be dumped or allowed to accumulate on any part of the property. This included excess excavation material which cannot be beneficially used for fill, driveways, or other construction purposes. Trash, garbage or waste shall be kept in sanitary containers. Trash containers shall be removed from street, to behind minimum setback line on same day as collection.

No noxious or offensive activity shall be carried on upon property.

All roofing to be 25 yr. Laminated Weathered Wood Pabco
All Ext colors to be pastels with white trim.

BUILDING LOCATION AND SETBACK LINES:

The location of any building or other structure shall be in accordance with applicable building codes, zoning ordinances, and requirements established and uniformly applied by the Architectural Review Committee.

BENTON FRANKLIN TITL COV
25:00
2002-034058
Pg: 3 of 7
09/09/2002 12:27P
Benton County

BUILDING AND SETBACK LINES:

No building, or any part thereof, including garage and porches, shall be erected on any lot closer than thirty (30) feet from the front of street line. No building shall be located on any lot in violation of the requirements of the governing committee.

CONSTRUCTION TIME: The construction of the exterior of the residence, including finished painting, shall be completed within nine months from the date that the construction of residence is commenced. All landscaping, including completed lawn, shall be completed within one (1) year of the commencement of construction of the dwelling.

ADDITIONAL STRUCTURES: No trailer, tent, shack, mobile home, modular home, manufactured unit, outbuilding, guesthouse, tool shed, storage building or similar structure shall be temporarily used as a residence upon any lot at any time. During the construction process, the contractor shall be allowed to have a temporary construction trailer during the period allowed for construction only.

DURATION: These Reservations and Restrictive Covenants shall continue in full force and effect perpetually unless otherwise amended as hereinafter provided.

FENCING: No barbed wire fencing shall be used along any street line. All fencing shall be decorative in nature and shall be approved in advance by the Architectural Review Committee. No fence may be more than forty-two (42) inches for front yard, and six (6) feet high for back yard. All fencing shall also conform to applicable building codes and zoning ordinances.

GARBAGE, TRASH, WEEDS, NUISANCE: Garbage receptacles and trash cans shall be sanitary and in complete conformity with municipal sanitary rules and regulations. In the event that any owner of any property shall fail or refuse to keep such premises free from weeds, underbrush, refuse or growths, the Architectural Review Committee or its delegate, may enter upon such lands and remove the same at the expense of the owner or occupant and such entry shall not be deemed a trespass. In the event of such a removal, a lien shall arise and be created for the full amount of the Architectural Review Committee and against such lot due and payable within thirty (30) days after the fee owner or occupant is billed therefor.

BUSINESS USE: No trade, craft, business or profession of a public nature, commercial or manufacturing enterprise of any kind shall be conducted or carried on upon any residential lot or within any building located within the property to these protective covenants on a residential lot.

VEHICLES: Trailers, trucks, and other vehicles shall ^{NOT} be stored or parked on the premises nearer than the minimum setback lines. No motor homes, mobile homes, camper trailers or boats shall be stored or parked on any lot unless the vehicle is screened

(3)



from view of neighboring lots in a manner approved by the Architectural Review Committee in a location as approved by that Committee. No lot owner shall permit a vehicle owned by him or any member of his family or acquaintance which is in a state of disrepair to be abandoned or to remain parked on any street within the property in excess of forty-eight (48) hours.

MAINTENANCE: In the event an owner of any lot and improvement shall fail to maintain the premises and improvements situated thereon in a manner satisfactory to the Architectural Review Committee, then the Architectural Review Committee shall give the owner notice of the defective condition or maintenance problem and the owner shall be required to remedy the problem, or provide a schedule and plan of remedying the problem to the Committee within ninety (90) days of receipt of notice. If the owner takes no action during said period of time, and the Architectural Review Committee shall have the authority to hire a contractor or contractors, or other individuals necessary to perform the maintenance required to bring the premises and improvements to the minimum standards as established by the Committee. All work as contracted by the Committee on or for the premises, such that the contractor(s) and subcontractor(s) who perform(s) the services shall be entitled to collect payment for such services directly from the owner and shall be entitled to place a mechanic's and/or materialman's lien against the owner's premises to secure payment of the sums owed. Each lot owner, by accepting title to any property as covered by these protective covenants, does hereby irrevocably appoint the Architectural Review Committee as its attorney in fact for purposes of contracting as necessary to property maintain the premises pursuant to the provisions of this paragraph and these restrictive covenants.

ENFORCEMENT: For a violation or a breach of any of the reservations restrictions or conditions contained in these protective covenants by any person, the Architectural Review Committee and/or any owner of any lot, jointly or severally, shall have the right to proceed at law or in equity to collect damages or compel a compliance with the terms hereof or to prevent the violation or breach of any covenant herein. If the plaintiff prevails in such litigation against the violator, the plaintiff shall also be entitled to reasonable attorney fees and costs incurred in such a litigation. If the architectural Review Committee brings a suit in law or equity for damages or to compel a compliance with terms hereof or to prevent a violation or breach thereof, then the violator shall be responsible for the payment of all attorney fees and costs and when such damages, fees, and costs are assessed, the same shall become a judgment in favor of the plaintiff or the Architectural Review Committee, as the case may be, the same shall be a lien against the lot upon which the violation occurred. Suit to recover damages and attorney fees and costs shall be maintained without foreclosing or waiving the lien

BENTON FRANKLIN TITL
COV
25:08
2002-034058
Pg 5 of 7
09/03/2002 12:27P
Benton County

securing the same. In the alternative, the holder of such money judgment shall be entitled to foreclose the lien in the same manner as is provided for foreclosure of mechanics' and materialmen's liens under the laws of the State of Washington, charter 64.04, Revised Code of Washington, and any amendments thereto. In any action to foreclose a lien, the same shall include a reasonable sum for attorney fees and all costs and expenses reasonably incurred in preparation for and in the prosecution of such action in addition to the taxable costs permitted by law.

AMENDMENTS: This Declaration of Restrictive Covenants, Conditions and Restrictions may be amended in writing owners or contract purchasers owning seventy-five percent (75%) of the property described in Exhibit "A". To be effective, any amendment must be recorded in the Office Of the Auditor of Benton County. Any such amendment signed by 75% of the owners shall be deemed to be effective with respect to all property subject to these covenants, regardless of whether the remaining owners dissented with respect to the proposed amendment. Upon recording of the amendment, the provisions of the amendment shall be effective for all purposes and with respect to all lots, and shall be enforceable pursuant to the provisions of these restrictive covenants.

DATED this 9th day of August 2000, By the following owners of property.

by [Signature]

BENTON FRANKLIN TITL
COV
25:00
Benton County
2002-034058
Pg: 6 of 7
09/03/2002 12:27P



BENTON FRANKLIN TITL COV

2002-034058

Pg: 7 of 7

09/03/2002 12:27P
Benton County

STATE OF Washington
COUNTY OF Benton

I certify that I know or have satisfactory evidence that Walter G. Boyatt the

person _____ who appeared before me, and said person _____ acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: August 9, 2002

Jennifer L. Stillings
Notary Public in and for the State of Washington
Residing at Kenilworth
My appointment expires: 04/09/06
Jennifer L. Stillings

