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Wayne Burk

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VERNER HILLER, AUDITOR

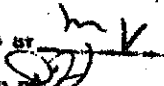

DEPUTY
RECORDED IN VOL. 218

DECLARATION
OF PROTECTIVE COVENANTS FOR

EL RANCHO REATA

Division No. 1, Recorded November 29, 1976,
under Auditor's File No. 715915

THIS DECLARATION IS SET FORTH BY EL RANCHO REATA, INC., A WASHINGTON CORPORATION AND HEREINAFTER REFERRED TO AS "DECLARANT".

WITNESSED BY 
RECORDED BY 

WITNESSETH:

WHEREAS, DECLARANT IS THE OWNER of certain property in the County of Benton, State of Washington, platted as El Rancho Reata No. 1, and other lands which will be made subject to the provisions hereof.

NOW THEREFORE, Declarant declares that all of 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

1.01 "Plat" shall refer to the Plat of El Rancho Reata Division No. 1 and such other recorded plats made subject to the provisions of this instrument.

1.02 "Owner" means the record owner, whether one or more person or entities, of a fee simple title to any Lot which is a part of the Real Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.03 "Declarant" means El Rancho Reata, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

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

1.05 "Real Property" shall refer to the property described in all plats of record as well as adjacent properties.

ARTICLE II

LAND USE

2.01 No Lot shall be used for any purpose other than for single family residential uses. No part of the Real Property shall be used to conduct any commercial or business activity therefrom except for agricultural activity conducted upon each lot or for the keeping of any truck, equipment or paraphernalia of any business activity, except that which is incidental to agricultural use of each lot; provided however, nothing herein shall preclude casual business activities for charitable or civic purposes.

2.02 No tent, trailer or other temporary device shall be used, maintained or permitted on a Lot for living quarters for a period of more than 60 days. No temporary structure shall be permitted on a Lot except as may be reasonably required incident to the construction of permanent improvements to a Lot.

2.03 The work of constructing any improvement on a Lot shall be prosecuted with reasonable diligence so that the exterior of the improvement shall appear to be completed within six months after the work on the improvement was commenced. No building shall be permitted on the Real Property for a period of more than six months unless the exterior surfaces thereof shall be finished with materials, such as siding and roofing, in a manner commonly acceptable for residential buildings the construction of which has been completed.

2.04 Each lot shall be maintained in a clean, neat and sanitary condition and shall be kept free of litter, junk, equipment, building materials and debris; except that the reasonable keeping of building materials and equipment shall be permitted on a Lot during the construction of the improvements thereon for a reasonable time. All refuse shall be kept in suitable containers concealed from public view, which containers shall be regularly emptied and maintained.

2.05 No noxious or offensive activity or thing shall be permitted on the Real

Property that may be or become a nuisance or unreasonably interfere with the use or enjoyment of any part of the Real Property.

2.06 No sign or advertising device shall be permitted on the Real Property, except that a reasonable sign advertising an improved Lot for sale or rent or disclosing the name of the owner or the address of the Lot may be maintained on the Lot. No sign or advertising device for the sale of an unimproved Lot shall be permitted as long as developer is actively selling Lots anywhere in the entire development. Developer reserves the right to place advertising signs on the Real Property incident to the sales thereof and to maintain a real estate sales office on the Real Property.

2.07 IN DEROGATION OF THE 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 Benton County or other applicable governmental bodies.

2.08 PETS. Owners shall observe and obey all laws applicable to the residents of Benton County pertaining to care, control and husbandry of animals and pets.

2.09 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 oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot.

2.10 AUTOMOBILE REPAIR AND MAINTENANCE. There shall be no major overhaul or repair work performed on automobiles or other vehicles unless done so in specifically allotted 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 control committee.

2.11 ANIMALS. No more than two animals of any species shall be permitted or maintained on each lot at any time, however, the total number of animals per lot shall not exceed four (4).

Birds, rabbits and other similar small livestock and cats and dogs, as household pets not exceeding a total of twenty-five in number, shall be permitted. Any accessory building built for the purpose of housing such livestock shall be located

not less than fifty (50) feet from any place of human habitation other than the owner's. All stables or livestock buildings and corrals and other impounding structures shall be kept in a sanitary and sightly manner. Every effort shall be made by each lot owner to prohibit the accumulation of animal wastes that could create noxious odors. All animals shall be kept within the boundaries of the owner's ownership, except that horses may be removed to other lands for riding purposes. Horses shall be used only upon such riding trails, easements and roads as so designated for their use within El Rancho Reata.

If an owner elects to dispose of a portion of his lot and has met all requirements stated herein, the number of animals, birds, or similar small livestock shall be reduced in proportion to the area of such divisions. However, if such lots are reduced to less than one-half acre, no livestock operations may be conducted thereon, except for household pets.

2.12 SUBDIVISION. No lot shall be subdivided before the year 1982 and subsequently the subdivision of any lot may occur only after 80% of the lot owners in the Plat of El Rancho Reata, No. 1 have expressed approval in writing of such subdivision. Further, such subdivision shall also meet the requirements of the Benton County Engineering Department, the Benton-Franklin Health Department and other applicable governmental agencies.

ARTICLE III

ARCHITECTURAL CONTROLS

3.01 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.

ARTICLE IV

EASEMENTS

4.01 Easements for installation and maintenance of utilities, drainage facilities and equestrian riding trails are reserved as shown on the recorded plat. The easement area of each lot and all improvements in it shall be maintained continuously by the owners of the lot, except for those improvements for which a public authority or utility company is responsible. Motor vehicles are prohibited on the equestrian riding trails except for maintenance purposes.

4.02 General utility easements are to be observed as indicated on the face of the plat.

4.03 Equestrian riding trails shall be left clear of fences and/or obstructions.

ARTICLE V

GENERAL PROVISIONS

5.01 ENFORCEMENT. The Architectural Control 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 Control 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.

5.02 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.

5.03 AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of five (5) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of five (5) years. This Declaration may be amended during the first ten (10) year period by an instrument signed by not less than ninety (90%) percent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. Any amendment must be recorded.

5.04 ANNEXATION. Additional land may be annexed by the Declarant without consent of the Owners within fifteen (15) years of the date of this instrument.

DATED this 23 day of November, 1976.

DECLARANT

EL RANCHO REATA, INC.

Jerry D. Smith
President

STATE OF WASHINGTON }
 } ss
County of Benton

On this 29th day of November 19 76, before me personally appeared Jerry D. Smith, to me known to be the President of El Rancho Reata, Inc., the corporation that executed the within and foregoing instrument, and acknowledged 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 said instrument.

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

Candace J. [Signature]
Notary Public for the State of Washington,
residing at [Signature]

