

#4

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DECLARATION
OF PROTECTIVE COVENANTS FOR
EL RANCHO REATA, NO. 4
Recorded, December 18, 1980
Under Auditor's File No. 832931

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THIS DECLARATION IS SET FORTH BY NORTHWEST FINANCIAL CORPORATION,
A WASHINGTON CORPORATION AND HEREINAFTER REFERRED TO AS "DECLARANT".

WITNESSETH:

WHEREAS, DECLARANT IS THE OWNER of certain property in the County of
Benton, State of Washington, platted as El Rancho Reata No. 4, and recorded
in Volume 14 of Plats, page 43, records of said county.

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. 4
and such other recorded plats made subject to the provisions of this instru-
ment.

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 Northwest Financial Corporation, its successors and assigns.

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 All Lots shall be used for single family residences only. No part of the Real Property shall be used to conduct any commercial or business activity therefrom except as previously noted and 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 trailer, basement, tent, shack, garage, barn or other out-building erected on or in the tract shall, at any time, be used as a residence temporarily or permanently, nor shall any other structure of a temporary character be used as a residence.

2.03 All construction of residences must take place on site.

2.04 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.

2.05 Each lot shall be maintained in a clean, neat and sanitary condition and shall be kept free of litter, junk, equipment, 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.

2.06 No noxious or offensive activity or thing shall be permitted on the Real Property that may be or become a nuisance or unreasonable interfere with the use or enjoyment of any part of the Real Property.

2.07 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.

2.08 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.

2.09 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. No pets are allowed to run free except on owners Lot. Three dogs and three cats per Lot are the maximum number allowed.

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

2.11 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.

2.12 ANIMALS. No more than two (2) animals per acre 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) per acre.

Birds, rabbits and other similar small livestock 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 designated 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.

2.13 SUBDIVISION. No lot shall be subdivided before the year 1985 and subsequently the subdivision of any lot may occur only after 80% of the lot owners in the Plat of El Rancho Reata, No. 4 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 an approved in writing as to harmony of external design 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.

3.02 MEMBERSHIP. The Architectural Control Committee is composed of:

Bob Hodgson - 203 1st Avenue West, Kennewick, Washington

Michael B. Stricker - 203 1st Avenue West, Kennewick, Washington

John Patterson - 1221 Jadwin Avenue, Richland, Washington

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 member of the committee, nor its 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.

3.03 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. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,250 square feet for a one-story dwelling, nor less than 950 square feet for a dwelling of more than one-story.

3.04 BUILDING LOCATION AND SETBACKS. All setbacks must meet the requirements of Benton County or other applicable governing municipalities.

3.05 SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between three and ten

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 judgement 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 day of , 1980.

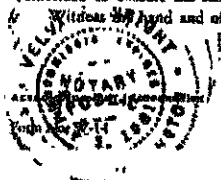
DECLARANT

NORTHWEST FINANCIAL CORPORATION


VICE PRESIDENT

STATE OF WASHINGTON, }
County of Benton ss.

On this 22nd day of December, 1980, before me, the undersigned,
a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Robert
Hodgson to me known to be the Vice President and ~~cash~~ ^{Secretary}, respectively, of Northwest Financial
Corporation
the corporation that executed the foregoing instrument, and acknowledged the 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
authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.
Witness my hand and official seal hereto affixed the day and year first above written.



Robert D. Wright
Notary Public in and for the State of Washington,
residing at Kennewick