



FILED FOR RECORD AT REQUEST OF  
AND AFTER RECORDING RETURN TO:  
Kennewick Irrigation District  
Attn: Real Estate Division  
2015 S. Ely St.  
Kennewick, WA 99337

**Tax Parcel Nos. 12780300000002, 127803013363003, and 127803013363004**

### DECLARATION OF PROTECTIVE COVENANTS

THIS DECLARATION is made this 6<sup>th</sup> day of June, 2017, by KENNEWICK IRRIGATION DISTRICT, a Washington municipal corporation ("Declarant"), for the benefit of FINLEY SCHOOL DISTRICT NO. 53, a Washington municipal corporation ("District").

#### RECITALS:

A. Declarant previously transferred to the District the following described real property in Benton County Washington ("Benefitted Property"):

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 8 NORTH, RANGE 30 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 27, THENCE NORTH 00 DEGREES 24' 45" WEST, ALONG THE WEST LINE THEREOF, FOR 671.28 FEET, THENCE NORTH 89 DEGREES 35' 15" EAST FOR 335 FEET TO THE POINT OF CURVATURE A 1670.21 FOOT RADIUS CURVE CONCAVE TO THE SOUTH, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 20 DEGREES 21' 56" FOR AN ARC DISTANCE OF 593.67 FEET TO THE POINT OF TANGENCY, THENCE SOUTH 70 DEGREES 02' 49" EAST FOR 240.47 FEET TO THE POINT OF CURVATURE WITH A 556.74 FOOT RADIUS CURVE CONCAVE TO THE NORTH, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 20 DEGREES 21' 56" FOR AN ARC DISTANCE OF 197.89 FEET TO THE POINT OF TANGENCY, THENCE NORTH 89 DEGREES 35' 15" EAST FOR 69.12 FEET, THENCE SOUTH 00 DEGREES 24' 45" EAST FOR 611.28 FEET, THENCE SOUTH 89 DEGREES 35' 15" WEST FOR 69.12 FEET TO THE POINT OF CURVATURE WITH A 496.74 FOOT RADIUS CURVE

CONCAVE TO THE NORTH, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20 DEGREES 21' 56" FOR AN ARC DISTANCE OF 176.56 FEET TO THE POINT OF TANGENCY, THENCE NORTH 70 DEGREES 02' 49" WEST FOR 240.47 FEET, THENCE SOUTH 19 DEGREES 57' 11" WEST FOR 60 FEET TO THE POINT OF CURVATURE WITH A 1670.21 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST (THE RADIUS POINT BEARS SOUTH 19 DEGREES 57' 11" WEST); THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 20 DEGREES 21' 56" FOR AN ARC DISTANCE OF 593.67 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 35' 15" WEST FOR 335 FEET TO THE POINT OF BEGINNING; EXCEPT HANEY ROAD ON THE WEST.

*(Tax Parcel No. 12780300000002)*

B. In connection with the transfer of the Benefitted Property to the District, Declarant has agreed to subject certain adjacent real property owned by Declarant ("Burdened Property"), to restrictions on the use thereof, for the benefit of the Benefitted Property. The Burdened Property is situated in Benton County Washington and described as follows:

SECTION 27, TOWNSHIP 8 NORTH, RANGE 30 EAST, QUARTER SW: SHORT PLAT #3363, LOT 3, RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 3363, RECORDS OF BENTON COUNTY, WASHINGTON. (AF#2012-021481, 7/19/2012)

*(Tax Parcel No. 127803013363003)*

**and**

SECTION 27, TOWNSHIP 8 NORTH, RANGE 30 EAST, QUARTER SW: SHORT PLAT #3363, LOT 4, RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 3363, RECORDS OF BENTON COUNTY, WASHINGTON. (AF#2012-021481, 7/19/2012).

*(Tax Parcel No. 127803013363004)*

The Burdened Property lies north and south of the Benefitted Property.

#### **DECLARATION:**

NOW, THEREFORE, in consideration of the transfer of the Benefitted Property, and with the understanding that the District, as transferee of the Benefitted Property would not have accepted the Benefitted Property without this Declaration, Declarant hereby declares that the Burdened Property shall be held, sold, leased and/or conveyed subject to the following covenant, condition, restriction, and charge, which shall run with the Burdened Property and shall be binding on all parties having or acquiring any fee, leasehold, or other right, title, or interest in the Burdened Property or any part thereof and shall inure to the benefit of all parties having or acquiring any right, title, or interest in the Benefitted Property or any part thereof.

[NOTE: This Declaration entirely replaces that certain unrecorded Transfer of Land Agreement between the same parties dated May 21, 1991.]

1. *Recitals.* The recitals set forth above are, by this reference, incorporated into and deemed a part of this Declaration.

2. *Use Restrictions.* Any use of the Burdened Property and each part thereof is subject to the following:

A. General Use Restrictions: Any use of the Burdened Property shall be subject to the following restrictions and limitations:

(i) all common boundaries between the Burdened Property and the Benefitted Property shall be permanently fenced, at the expense of the owner or user of the Burdened Property. Fences or other screening devices will not be electrified or barbed, or in any other way endanger students of the school on the Benefitted Property;

(ii) no truck access to Cougar Road shall be allowed from the Burdened Property, and no interference with traffic on Cougar Road related to owners or users of the Burdened Property shall be allowed;

(iii) any water reservoirs or ponds constructed on the Burdened Property must be at least 150 feet from said common boundaries between the Burdened Property and the Benefitted Property;

(iv) no noxious, illegal, or offensive activities will be permitted, and no use of the Burdened Property shall be conducted that is detrimental to the operation of the school on the Benefitted Property;

(v) no unlawful use shall be made of the Burdened Property and all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed;

(vi) except as provided in Section B(ii) and (iii), no trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind will be conducted or carried on upon the Burdened Property;

(vii) all rubbish, trash, garbage, and inoperable vehicles will be regularly removed from the Burdened Property, and will not be allowed to accumulate thereon. Trash, garbage, and other waste shall be kept in sanitary containers. All vehicles, equipment, garbage cans, woodpiles, or storage piles will be kept screened and concealed from view of from the Benefitted Property, except garbage containers may be left for collection on days designated for garbage collection;

(viii) all exterior building surfaces, landscaping, fences, and walls shall be maintained in a good condition and repair and yards shall be free of weeds, trash, debris, and unsightly conditions; and

(ix) no dogs, cats, or other household pets shall be permitted to run at large nor shall any animal be kept, bred, or raised for commercial purposes.

B. Restrictions on Agricultural Use. Any agricultural use of the Burdened Property shall be subject to the following restrictions and limitations:

(i) grazing and keeping of domestic animals shall be allowed, provided such use is incidental and appropriate to residential use and not for commercial purposes;

(ii) commercial orchard, vineyard, or the growing of other agricultural crops is allowed, provided that only organic crops may be grown. Organic is a labeling term defined by the Washington State Department of Agriculture (WSDA) that indicates an agricultural product has been produced by integrating cultural, biological, and mechanical practices that foster cycling of resources, promotes ecological balance, and conserve biodiversity. Use of sewage sludge, irradiation, genetic engineering, and most synthetic fertilizers or pesticides is prohibited. Any such use of the Burdened Property will be required to fulfill application and certification requirements of the WSDA Organic Program; and

(iii) agricultural use may include permanent improvements that are reasonably supportive of agricultural use, such as, but not limited to, outbuildings, barns, and internal roads.

C. Restrictions on Residential Use: Any residential use of the Burdened Property shall be subject to the following restrictions and limitations:

(i) any residential use shall be limited to single family detached homes with a minimum ground floor area of 1,000 square feet, excluding garage;

(ii) mobile or manufactured housing shall not be permitted;

(iii) no temporary structures will be permitted; and

(iv) no structure will be constructed prior to a principle residence.


3. *Remedies*. Should any person violate or attempt to violate any of the provisions of this Declaration, any owner of the Benefitted Property or the Burdened Property, at its option, shall have the right to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such provision, either to prevent the violation, to require the compliance with this Declaration. In any action brought to interpret or enforce this Declaration, the substantially prevailing party shall be entitled to recover their costs including reasonable attorney's fees in addition to all other remedies at law or in equity.


4. *Construction*. This Declaration shall be construed in accordance with the laws of the State of Washington. The article headings and captions are for convenience only and shall not be considered in any construction or interpretation of this Declaration. If any ambiguity exists, the provision in question shall not be construed or interpreted for or against either party by reason of any rule of construction. If any term or provision of this Declaration or portion thereof shall, to any extent, become invalid or unenforceable either by operation of law, statute, or by court decree, the remainder of said term or provision as well as the remainder of this Declaration shall not be affected thereby, and each term and provision or portion thereof as well as the remainder of this Declaration shall be valid and shall be enforceable to the fullest extent permitted by law. The failure to enforce any of the provisions of this Declaration at any time shall not constitute a waiver of the right to enforce any such provision at a later date. This Declaration may not be amended, modified, or terminated without the consent of all owners of the Benefitted Property. The covenants, conditions, and restrictions of this Declaration shall run for a term of twenty (20) years from the date this Declaration is recorded, and thereafter, shall be automatically extended for

successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by all owners of the Benefitted Property.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first set forth above.

KENNEWICK IRRIGATION DISTRICT

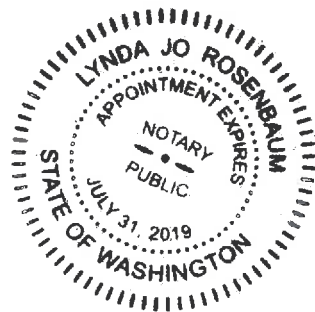
  
GENE HUFFMAN, President

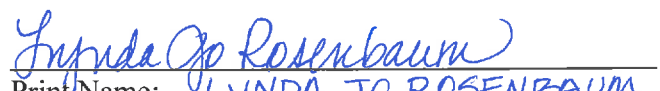
  
CHARLES FREEMAN, Secretary/Manager

STATE OF WASHINGTON )  
  ) ss.  
County of Benton         )

I certify that I know or have satisfactory evidence that GENE HUFFMAN and CHARLES FREEMAN are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it as the President and Secretary/Manger, respectively, of KENNEWICK IRRIGATION DISTRICT, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Dated: June 6<sup>th</sup>, 2017.



  
Print Name: LYNDA JO ROSENBAUM  
Notary Public in and for the State of Washington,  
residing at KENNEWICK, BENTON CO.  
Commission Expires: July 31, 2019