

AUG. 31 1984

271394A

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PROTECTIVE COVENANTS

of

"CONRAD RANCH"

WHEREAS the undersigned owners of all that certain property described in instruments recorded under Yakima County Auditor's File Numbers 2687336 and 2688721 wish to establish protective covenants and obligations upon said lands,

NOW THEREFOR the following protective covenants and obligations are by these presents established upon "Conrad Ranch" as described in instruments recorded under Yakima County Auditor's File No. 2687336 and 2688721:

1. Access easements and roads serving said premises, and any portion thereof, shall not be gated or blocked in any manner, except with the installation of cattle guards which will not impede vehicular access.
2. With the exception of lands lying in Section 26, Township 15 North, Range 17, E.W.M., no mobile homes may be erected, installed or established on any lands within "Conrad Ranch". Any mobile homes placed within said Section 26 must include perimeter skirting and shall be installed in such fashion to comply with all Yakima County health and zoning ordinances, and shall have an outside appearance acceptable to the Architectural Control Committee.
3. Commercial piggeries shall not be allowed on any lands within Conrad Ranch. Each owner of any parcel within Conrad Ranch may keep and maintain no more than two (2) pigs.
4. No commercial development shall be made of any lands within "Conrad Ranch", including but not limited to Quarries, Gravel or Rock Pits, Saw Mills or similar commercial or industrial activities which may be considered a nuisance to the residential/ agricultural character of the land. Owners of lands within Conrad Ranch shall abide with any and all ordinances regarding health, safety, sanitation, noise and neatness, as imposed by Yakima County or any other political subdivision having jurisdiction in such matters.
5. By execution of these covenants there is established an Architectural Control Committee consisting of LYNN R. BARNETT, HUGH HEDGES, and one additional owner of land within Conrad Ranches, to be named by the existing two above named. The Architectural Control Committee shall have the final decision upon any improvements made to any lands within Conrad Ranch, as same may relate to these Protective Covenants, or any zoning regulation or ordinance.

6. Each parcel within Conrad Ranch subject to these covenants shall pay a proportionate share of the cost of maintenance of all roadways located upon roadway easements, for ingress and egress, which share to be paid by each parcel shall be paid in the ratio that the particular parcel bears to the total acreage in all of "Conrad Ranch"

The owner of each parcel will promptly pay their pro-rata share as above set forth upon being billed therefor. In the event a particular parcel or parcels shall fail to timely pay the pro-rata share, said pro-rata share shall forthwith constitute a lien upon the particular parcel or parcels, for its pro-rata share, which lien may be foreclosed in the same manner as real estate mortgages are foreclosed in the State of Washington, and the parcel or parcels shall pay all costs and expenses incurred in the foreclosure of said lien, including but not limited to full and reasonable attorney fees.

7. These covenants and obligations shall be construed and considered as running with the land, and each parcel contained in "Conrad Ranch". Every purchaser and grantee of any of said parcels, by acceptance of a Deed or any other instrument of conveyance thereto, or any other document evidencing any interest therein, accepts and agrees to the foregoing agreements, obligations and covenants.

EXECUTED this 30<sup>th</sup> day of August, 1984

SELAH BUTTE LIMITED PARTNERSHIP

By [Signature]

General Partner

YAKIMA COUNTY

WASH.

FILED BY

FIDELITY TITLE COMPANY  
AUG 31 9 21 AM '84

BETTIE INGHAM  
AUDITOR

STATE OF WASHINGTON )

) ss.

County of Yakima )

On this day personally appeared before me Lynn R. Barnett known to me to be the individual who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal this 30<sup>th</sup> day of August, 1984

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

OFFICIAL RECORDS

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