



Hearing Examiner Agenda

August 11, 2025 at 6:00 PM

City Hall Council Chambers – 210 W. 6th Ave, Kennewick WA 99336

If you are unable to attend in person and wish to comment, please visit our [Hearing Examiner Webpage](#).

The public can also submit comments by either filling out an online form at <https://www.go2kennewick.com/FormCenter/Planning-Dept-Forms-9/Hearing-Examiner-Public-Hearing-Comments-137> or by mail to Attn: Melinda Didier, Hearing Examiner Recorder, PO Box 6108, Kennewick, WA 99336. **Comments and Zoom registrations must be received no later than 4:00 p.m. the last business day before the hearing.**

1. CALL TO ORDER

2. PROCEDURAL INFORMATION

3. PUBLIC HEARING

- a. Variance (VAR-2025-0001), a variance request to allow an 8-foot high residential fence, located at 5555 W. Umatilla Avenue, Kennewick, WA 99336. The site is zoned Residential, Medium Density (RM). Applicant and property owner is Teresa Freepons, 5555 W. Umatilla Avenue, Kennewick, WA 99336.

4. CONCLUSION

Procedure for Participation

- Please register and sign in to Zoom if you wish to receive a copy of the decision when it is issued and if you plan to give testimony virtually.
- When recognized by the Examiner, state your name, address and whether you are representing only yourself or others.
- All remarks, comments, and questions should be addressed to the Hearing Examiner and not to the audience or parties. You may offer written comments or other items (such as photographs) to the Hearing Examiner as an exhibit for the permanent record.
 - Please provide at least three copies of each item submitted: one copy for the Hearing Examiner, one for the Official Record, and one for Staff).
 - During an Appeal Hearing, if the appellant and the applicant are different parties, then a fourth copy of all documentation is requested.



COMMUNITY PLANNING DEPARTMENT
STAFF REPORT AND RECOMMENDATION TO
THE HEARING EXAMINER

FILE No: VAR-2025-0001

Staff Report Date: July 25, 2025

Public Hearing Date and Location: August 11, 2025

Report Prepared By: Steve Donovan, Planning Manager

Report Reviewed By: Matt Halitsky, Senior Planner

Summary Recommendation: The City of Kennewick RECOMMENDS that Variance VAR-2025-0001 be DENIED.

Summary of Request: A variance request for an 8-foot high residential fence.

Location of Request: 5555 W Umatilla Avenue, Parcel Number 1-3399-201-3606-002.

Legal Description: LOT 2, SHORT PLAT 3606, RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 3606, RECORDS OF BENTON COUNTY, WASHINGTON, AF#20199-011151, 5/2/2019

Property Owner: Teresa Freepons
5555 W Umatilla Avenue
Kennewick, WA 99336

Applicant: Same as Above

Approval Criteria:

1. Kennewick Municipal Code Section 18.54.050 – Findings for Variance

Application Processing Dates:

Application Submittal	June 5, 2025
Determination of Completeness Issued	June 5, 2025
Notice of Application	June 9, 2025
Property Posting Sign	June 9, 2025
Date of Published Notice of Public Hearing	July 27, 2025
Date of Posting Hearing Notice On-Site	July 25, 2025

Date of Mailed Notice of Public Hearing	July 24, 2025
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Exhibits:

1. Staff Report
2. Site Plan
3. Notice of Public Hearing Affidavit, Mailing List and Notice
4. Applicant Application Materials
5. Karen Andrews Letter, dated 6/06/25
6. Terri Fischer Letter
7. Kalyn Karlberg Letter, dated 6/22/25
8. Nathan Caldwell Letter, dated 6/22/25
9. Kimberly Rose Letter, dated 6/23/25

Applicable Findings:

Below are the required findings to approve a variance:

18.54.050: - Findings for Variance.

The Hearing Examiner shall approve an application for a variance only when all of the following conditions are found:

- (1) The variance will not constitute a grant of special privilege inconsistent with the limitation upon uses of other properties in the vicinity and zone in which the property, on behalf of which the application was filed, is located; and
- (2) That such variance is necessary because of special circumstances relating to the size, shape, topography, location, or surroundings of the subject property, to provide it with use rights and privileges permitted to other properties in the vicinity and in the zone in which the subject property is located; and
- (3) That the granting of the variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity and zone in which the subject property is situated.

Analysis:History

Ms. Freepons has already constructed the fence that exceeds the six-foot requirement. A neighboring resident filed a formal code complaint for the fence with a code compliance officer.

The code compliance officer notified Ms. Freepons that the allowable fence height is six feet. Ms. Freepons contacted city staff to discuss her options; she decided to request a variance for the fence height.

Surrounding property owners submitted letters for and against the requested variance.

Staff Review

The following are staff's response to each of the required findings:

- (1) Approval of the variance will grant a special privilege that surrounding property owners do not have. The City has not permitted adjacent property owners to have a residential fence higher than six feet.
- (2) No special circumstances due to the size, shape or topography of the site warrant the approval of the variance. The site, along with the adjacent properties are standard single-family residential lots.
- (3) Staff cannot prove or disprove that granting the variance is materially detrimental to the public welfare or injurious to the property or improvements in the vicinity or zone. Some of the adjacent property owners have stated that they believe the fence has a negative impact on their property.

The requested variance must meet all of the above findings in KMC 18.54.310 for approval. The applicant submitted no supporting information addressing the required findings that provides a basis for approving the variance request.

It is staff's opinion that the applicant has not met the required findings for approval. **The City of Kennewick hereby RECOMMENDS DENIAL of Variance VAR-2025-0001.**



5555 W UMATILLA AVE

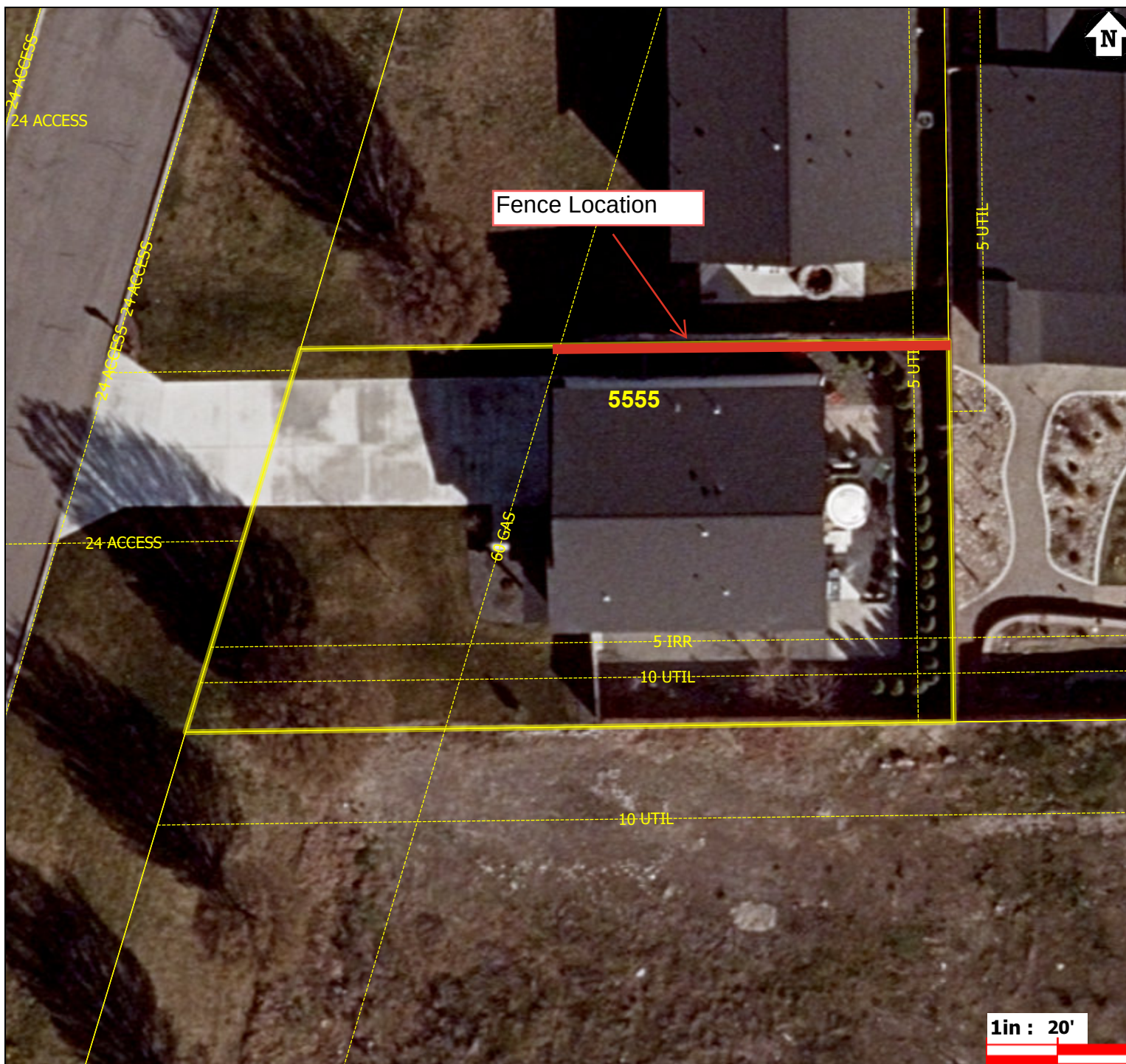
Tax# 1-3399-201-3606-002

LEGEND

- Parcel Boundary
- - - - - Easement

Disclaimer

The City of Kennewick authorizes the user access, for non-commercial use only, to the information that has been made available by the City pursuant to any and all restrictions, limitations, and prohibitions imposed by Federal and State Public Information laws. Nothing contained herein shall be construed as conferring by implication or otherwise any license or right under any patent or trademark of the City or any third party. It is the users own responsibility to know what those restrictions, limitations, and prohibitions are and how they apply to their purpose and use of the information provided and agree to abide by the impacts imposed. The user accepts this information provided by the City with the understanding that it is not guaranteed to be accurate, correct, or complete. Conclusions drawn from this information are the responsibility of the user. Every effort has been made to ensure the accuracy, correctness, and timeliness of the materials presented. However, the City assumes no responsibility in the event that any information is incorrect. The user of this information accepts it "as-is" and assumes all liability for any dependence on this information and assumes responsibility for the information.





NOTICE OF MAILING

I, Steve Donovan, on 7/24, 2025
mailed 8 copies of Notice of Public Hearing
for VAR-2025-0001
to surrounding properties within 300 feet
as shown on the attached list.


Signature



NOTICE OF PUBLIC HEARING – AUGUST 11, 2025, 6:00 P.M.

Proposal: A variance request to allow a residential fence to be up to 10 feet tall. The request is for a fence located at 5555 W Umatilla Avenue. The file number is VAR-2025-0001. **SITE MAP ON BACK**

Open Record Hearing: The City of Kennewick Hearing Examiner will conduct an open record hearing at **6:00 p.m. on August 11, 2025 at 210 W 6th Avenue, City Hall Council Chambers**. The meeting will be conducted in a hybrid format, which allows in person or virtual participation. To participate in the meeting virtually, use the link found at www.go2kennewick.com/244/Hearing-Examiner.

Environmental Documents and/or Studies Applicable to this Proposal: N/A

Determination of Completeness: The application was determined complete on June 5, 2025 for processing.

Project Permits Associated with this Proposal: N/A

Preliminary Determination of Regulations Used for Project Mitigation: Title 18 (Zoning), and Title 4 (Administrative Procedures) of the Kennewick Municipal Code.

Estimated Date of Decision: Within 10 business days of the Hearing Date of August 11, 2025.

To Receive Notification of the Decision: Contact the Development Services Division at 210 W. 6th Avenue, Kennewick, WA 99336 or via telephone at (509) 585-4280.

Appeal: Any person aggrieved by the decision of the Kennewick Hearing Examiner on this proposal may appeal to the Superior Court of Benton County within twenty-one (21) days of the date of decision.

Steve Donovan, Planning Manager

The City of Kennewick welcomes full participation in public meetings by all citizens. No qualified individual with a disability shall be excluded or denied the benefit of participating in such meetings. If you wish to use auxiliary aids or require assistance to comment at this public meeting, please contact Steve Donovan at (509) 585-4361 or through the Washington Relay Service Center TTY by dialing 711, at least ten days prior to the date of the meeting to make arrangements for special needs.

210 W. 6th Avenue / PO Box 6108, Kennewick, WA 99336



5555 W UMATILLA AVE
Tax# 1-3399-201-3606-002

LEGEND

- Parcel Boundary
- Easement

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ERWIN GERALD L & KATHERYN E
2210 W MAIN ST STE 107 PMB 309
BATTLE GROUND WA 98604

37

GREENLAKE COLUMBIAN LLC
1201 MONSTER RD SW STE 420
RENTON, WA 98057

37

ANDREWS KAREN
5559 W UMATILLA AVENUE
KENNEWICK WA 99336

37

CALDWELL NATHAN &
FISCHER THERESA A
5551 W UMATILLA AVE
KENNEWICK WA 99336

37

SPENCER JOSHUA KENT
5543 W UMATILLA AVE
KENNEWICK WA 99336

37

KARLBERG KAYLN
5527 W UMATILLA AVE
KENNEWICK, WA 99336

37

ROSE KIMBERLY
9025 W TUCANNON AVE
KENNEWICK WA 99336

37

FREEPONS TERESA
5555 W UMATILLA AVE
KENNEWICK WA 99336

Exhibit 4

The fence was installed at some expense as a privacy and noise reduction between two consenting home owners. It is eight feet high by 60 feet long and is not blocking any other homes or streets. It is set far back from the street and only between the two houses providing privacy and blocking noises between the two homes. It is attractive and very necessary for my disabled veteran son to have quiet at night. Also, the failing fence can be removed since the new fence is beautiful and sound. For the new fence to be removed or changed would cause financial hardship on myself since I am on social security and caring for my disabled son. I did not intend to cause a problem for code enforcement. Please find favor and allow me to keep the structure. I have attached a letter from the home that is affected by the new fence. They would like to keep it as well and are currently enjoying it.

Exhibit 4





JUNE 5, 2025

TO: CITY OF KENNEWICK CODE ENFORCEMENT

FROM: KAREN ANDREWS - OWNER OF HOME AT 5559 W UMATILLA AVE,
KENNEWICK, WA 99336

REGARDING: PRIVACY FENCE, NOISE REDUCTION LOCATED AT: 5555 W
UMATILLA AVE, KENNEWICK, WA 99336

TO WHOM IT MAY CONCERN,

The fence that was installed by our next-door neighbor, Teresa Freepons, has been benefiting both of our homes. It has given us privacy and reduces the noise that are carried between our patio and her home, which are very close in proximity.

We have no problem with the structure, in fact, our fence is difficult to maintain, and the wooden slats are shrinking with time. Also, some of them have had to be reattached. In the future, we may take our current fence down and enjoy the fence that Teresa had installed since it's beautiful on both sides.

The fence is only between our two homes and not anywhere close to the street. It is safe, soundly installed and we would like for the city to allow it to stay as is.

Sincerely,

Karen Andrews

A handwritten signature in black ink, appearing to read 'K. Andrews', with a long horizontal stroke extending to the right.

Dear Mr. Donovan,

This unfortunate situation likely could have been avoided if our neighbors at 5555 W. Umatilla would have had a neighborly conversation with us, as neighbors who would be negatively impacted, in advance of any construction. Because the neighbor between our two houses, at 5559 W. Umatilla, keeps her back porch light on at night, aimed high, over the existing 6' fence, I would have supported an 8' fence being constructed to block the light that comes into our yard at night. However, a 10' high fence is aesthetically imposing, un-neighborly, and makes our yard feel like living in a warehouse district! The 10' fence is visible from the street and is as high as where our roof starts! This looks completely inappropriate in a residential neighborhood.

In addition to the 10' fence to the east of our neighbor's house at 5555 W. Umatilla, the owner continued the fencing to the south, in their back yard. The fencing on their south side is about 7.5' high, parallels our existing 6' cedar fencing, and was erected only 9" away from our existing fence. My concern is that feral or wild animals living in the field directly to the north of this home could become trapped and unable to escape from the narrow space. An even greater concern is that leaves, twigs, and other debris will be unable to be removed and will constitute a fire hazard to our cedar fence!

The fact that our neighbor simply began construction in disregard of building codes and with no prior conversation with neighbors who would be affected is NO reason that she should be allowed to get away with keeping the fencing as it currently stands. In other words, people who violate code should not be allowed to do whatever they want simply because they've already done it. I am requesting adjustments. There should be consequences that will preserve the safety and the aesthetics of the neighborhood.

I request that our neighbor at 5555 W. Umatilla be required to adjust the fence on the north side of her house to a maximum of 8' from grade, and to meet all City of Kennewick recommendations to adequately address the fire and safety hazards caused by her erecting both the 10' fence to the north and the 7.5' fence to the east of her house, both only 9" from existing 6' cedar fences. Thank you.

Sincerely,

Terri Fischer

5551 W. Umatilla Ave.

From: kalynk1985@gmail.com
To: [Steve Donovan](#)
Subject: Fence at 5555 W Umatilla Ave
Date: Sunday, June 22, 2025 8:26:11 PM

I live at 5527 W Umatilla Ave. I'm writing about the 10' fence on the North side of the property at 5555 W Umatilla Ave, as well as the 7' or 8' fence on the East side. I understand their wish for a buffer between themselves and their neighbors to the north side but the 10' fence looks horrible not to mention there is a gap between the fence and the fence to the north. I worry an animal might get trapped in between. We have Ferrell cats in the neighborhood that walk the fence lines. The fence they put up behind their property is also taller than 6'. It's closer to 7' or 8' as it is taller than their neighbors 6' fence. There is also a gap between the fences. Again concern for animals.

Thank You,
Kalyn Karlberg
5527 W Umatilla Ave
Sent from my iPhone

From: [Nathan Caldwell](#)
To: [Steve Donovan](#)
Subject: Comments on permit application for fence at 5555 W. Umatilla Ave.
Date: Sunday, June 22, 2025 12:56:25 PM
Attachments: [Complete CCRs for Center Village Development.pdf](#)
[view from backyard with shed.jpg](#)
[view from our walkway.jpg](#)
[close view of the fences .jpg](#)
[view from the den office.jpg](#)

Dear Mr. Donovan,

Thanks for the opportunity to comment on our neighbors' installation of a ten foot (10') high fence at 5555 W. Umatilla Ave., adjacent to our property at 5551.

The fence was constructed without any notice from, or consultation with, our neighbors at 5555. Construction by Rick's Fencing and Decking started early in the morning and lasted two full days. While the 10 fence is perpendicular to our property line, not parallel, it is clearly visible from our back yard and from the windows on the west side of the house. It is quite imposing, as it towers above the six foot cedar boundary fence we had installed when we had our house built. It does partially block the view of the sunset, trees and yards looking west from our backyard. It is of dark brown plastic wood, a quality product, but out of character from the existing cedar plank used throughout the homes built as part of the Center Village Development by Ambience homes.

The house at 5555 W. Umatilla was built as part of the Center Village Development as was ours. Not only was the fence constructed without the necessary city permit, it likely violated the conditions, agreements, covenants and restrictions (CCRs) of the Center Village Development built by Ambience Homes that all the owners of homes in the development, Lots 1-14, had to sign. In particular section 7 of the full CCRs document that refers specifically to fences. I have copied the first sentence below. The full CCRs are attached to this email.

7. FENCES: No fences on any lot boundary line shall exceed six feet in height above the grade on which it is situated.

Our concern is not only with the height of the fence, but that it is constructed only nine inches (9") from the existing fence of the neighbors at 5559. We are concerned that leaves, branches, and other flammable debris could be trapped there, would be very difficult to remove, and create a potential fire hazard.

Also, on the same day the Kennewick Code Enforcement officer viewed the 10 foot fence, our neighbor at 5555 was having a second fence of the same material as the first one, installed by Rick's Fencing and Decking. This one, on the eastern boundary of 5555 W. Umatilla, parallels our fence. Once again, it was put up without notice, and with a 6 AM construction start. This second fence is shorter than the first one, approximately seven and a half to eight feet high (7.5-8') but clearly rises above our 6 foot cedar fence. It was also constructed approximately nine inches (9") from our fence, so we have the same concerns as with the first fence; leaves, branches, and other flammable debris could be trapped there, would be very difficult to remove, and create a potential fire hazard.

We can understand the reason our neighbor at 5555 constructed the ten foot fence between them and their neighbors at 5559. In the past there were very turbulent and loud incidents between the two women living there that disturbed the entire neighborhood. Those incidents stopped when one of the women moved out two or three years ago. That woman is back, and sometimes with her kids. Fortunately, no similar incidents have occurred yet. While we can understand the privacy and safety concerns of our neighbors at 5555, regarding their neighbors at 5559, we think the method to address them with a 10 foot fence was not appropriate.

Sincerely,
Nathan Caldwell
5551 W. Umatilla Ave
Kennewick, WA 99336



Exhibit 8



Exhibit 8

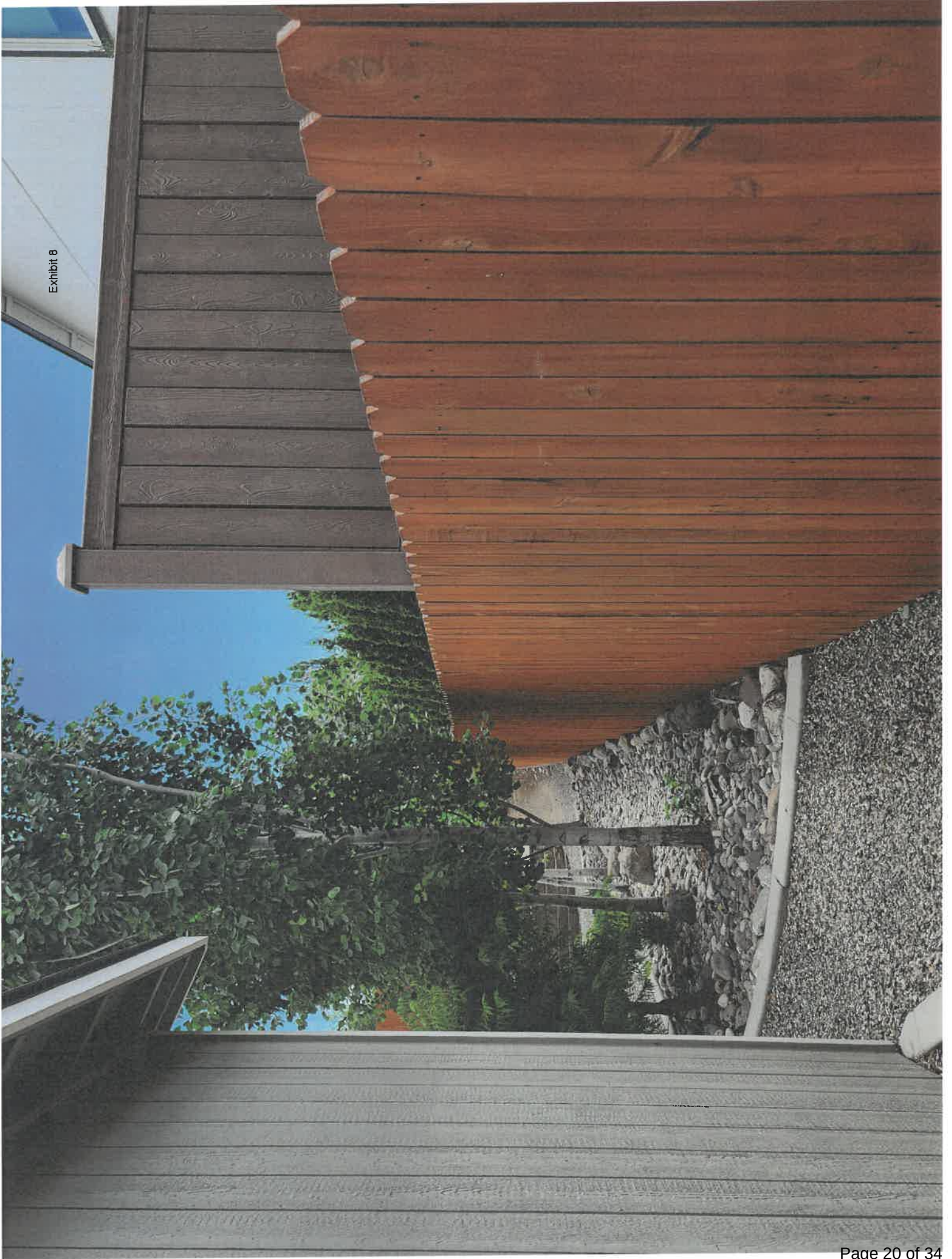


Exhibit 8

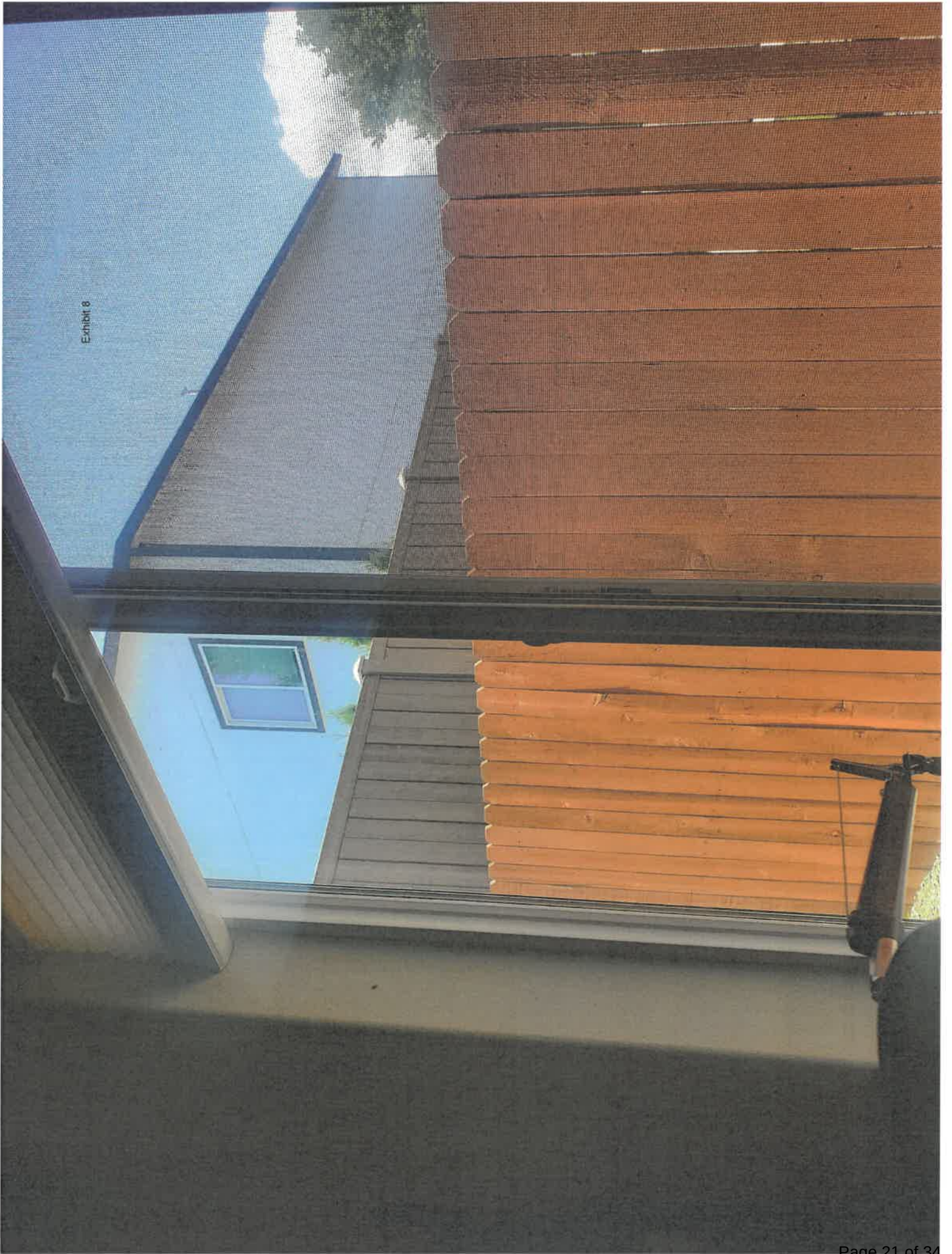


Exhibit 8

2018-032803 COV
11/02/2018 03:40:34 PM Page 1 of 10 Fees: \$108.00
Brenda Chilton, County Auditor, Benton County, WA

AMBIENCE HOMES
1950 KEENE RD
BLDG N #101
RICHLAND WA 99352

FRONTIER TITLE CO.
DECLARATION OF COVENANTS AND RESTRICTIONS
OF
CENTER VILLAGE IN KENNEWICK

9085

Legal Description: Lots 1-14, Plat of Center Village, according to the Plat thereof recorded in Volume 15 of Plats, Page 623, records of Benton County, Washington:

Parent Parcels: 1-3399-201-1560-008 & 1-3399-201-1560-009

The following reservations, conditions, agreements, covenants and restrictions ("CC&Rs") shall run with the land; shall be binding upon and inure to the benefit of all parties hereto and their successors and assigns and shall be part of all transfers and conveyances to the property within such platted areas as if set forth in full such transfers and conveyances. Such reservations, conditions, agreements, covenants and restrictions shall be binding and effective for a period of 10 years from the date hereof, and at the end of which time they shall be automatically extended for successive periods for ten years unless an instrument signed by a majority of the then owners of the lots within such platted areas has been recorded, agreeing to change said covenants and restrictions in whole or part; EXCEPT, however, in the event that it appears to the advantage of this platted subdivision that these restrictions would be modified, then and in that event, any modification desired may be made by affirmative vote of the instant owners of 80% of lots within the subdivision and evidences by suitable instrument filed for public records; or if such event occurs during the development period such modification or waiver of non-conformity may be evidenced by special permission granted in writing by the primary developers, or their successors as developers

without such vote of other owners; provided, however that such modifications or waiver shall not affect the provisions of Paragraph 1 of the following:

1. LAND USE AND BUILDING TYPE: No lot shall be re-subdivided into separate building sites except for lot 2 which may only be sub-divided into two lots by AAA Renovation & Construction L.L.C. with the proper approval by the city and county. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling and private garage for not less than 2 cars except that AAA Renovation & Construction L.L.C may at its own discretion build on the lots whatever it chooses so long as it meets the local municipal requirements. However, the foregoing provisions shall not be interpreted to exclude construction of a private green house, private swimming pool, or a shelter or port for the protection of such swimming pool, or for the storage of a boat and/or a camping trailer kept for personal use, provided the locations of such structures is in conformity with the applicable municipal regulations, and is compatible in design and decoration with the residence constructed on such lot unless it's blocked.
2. DWELLING SIZE: One-story dwelling structures, exclusive of open or screened porches and attached garages, shall be not less than 1,000 square feet of finished living area. Two-story dwelling structures, exclusive of open or screened porches and attached garages, shall be not less than 1,500 square feet of finished living area.
3. LANDSCAPING: The front yards of all lots not to include the street-facing side yards of corner lots shall be landscaped prior to completions of home construction.
4. BUILDING LOCATION: No building shall be located on any lot with respect to set-back from front, side and rear lot lines, except in conformity with the planning and zoning regulations and

Exhibit 8

requirements of the City of Kennewick or such other municipal government as may have jurisdiction within the area in which this subdivision is located. In addition to setbacks as required under applicable City of Kennewick planning and zoning regulations in accordance with the City of Kennewick's preliminary plat approval. See website:

<https://www.go2kennewick.com/DocumentCenter/View/160/Residential-Setback-Requirements?bidId=>

5. COMPLETION: Construction of any dwelling shall be completed, including exterior decorations and landscaping, within 1 year from the date of the start of such construction. All lots shall be, prior to the construction of improvements thereon, be kept in neat and orderly condition and free of brush, vines, weeds and the grass thereon cut and mowed at sufficient intervals to prevent creation of a nuisance or fire hazard.
6. HOUSE CONSTRUCTION: All dwelling plans are subject to approval of the AAA Renovation & Construction L.L.C. Exterior decoration shall be in keeping with the architectural style approved by the AAA Renovation & Construction L.L.C. Roofing material shall be wood shake, wood shingle, architectural composition, or tile. The exterior walls of the home shall be 8¼" fiber cement lap siding on front of home, LP T1-11 sides and rear, 4x6 MiraTEC fascia, 12" open soffits.
7. FENCES: No fences on any lot boundary line shall exceed six feet in height above the grade on which it is situated. Any fence line or planting between the minimum building set-back line and the front line shall not exceed 3½ feet above grade. In accordance with the City of Kennewick's preliminary plat approval, the following additional standard shall apply: For all lots by AAA Renovation & Construction L.L.C., common cedar type fence, six feet in height, shall be

Exhibit 8

constructed and maintained by adjacent property owners along the rear line of all such lots. In the event the adjacent property owners do not sufficiently maintain and repair the fences, the City may make such repairs to or replace the fences described herein, as needed. Property owners adjoining the fences shall be responsible for payment of all costs associated with maintenance and upkeep of the fences. Fences shall be limited to masonry, stucco, stone, wood, or vinyl to maintain street appeal. No cyclone/chain-link fencing is allowed.

8. AAA Renovation & Construction L.L.C. is not responsible to build fence on the rear property line of lot 8, 9, and the portion of lot 10 that backs is adjacent to lot 7.

9. EASEMENTS: Easements for the installation of utilities are reserved and shown on the official plat recorded herewith. The area included in said easements shall be maintained in as attractive and well-kept a condition as the remainder of the lot.

10. NUISANCE AND MAINTENANCE: No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which may be or may become a nuisance to the neighborhood. Yards, grounds, and buildings shall be kept and maintained in a neat fashion at all times. No parking or dismantling of inoperable vehicles shall be permitted on any lot. No trailers shall be parked in public street areas, nor shall any trucks, campers, trailers, boats, motor homes, or inoperable vehicles be parked or permitted to remain on public street areas. All types of recreational vehicles, including, but not limited to, trailers, boats, campers, motor homes, etc., shall not be parked in driveways for more than 48 hours. All types of recreational vehicles, including, but not limited to, trailers, boats, campers, motor homes, etc., shall be stored in a fully enclosed structure constructed with the same roof and siding material as the residence and integrating the same architectural style as the residence. Such storage structure shall be no higher in elevation than the residence. Such storage structure must comply with local codes.

11. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, or mobile home, basement, tent, shack, garage, barn, or other out building shall be used on any lot at any time as a residence either temporarily or permanently. No dwelling shall be occupied prior to its completion, as established by issuance of a certificate of occupancy and completion and painting of all external surfaces and finished.
12. SIGNS: No sign of any kind shall be erected, maintained or displayed to the public view on any lot, except; one professional sign not larger than one square foot, one sign not larger than 18" x 24" advertising the property for sale or rent, or signs used by the developers or builder to advertise the property during the initial sales and construction period. This restriction, however, shall not be construed to prohibit ornamental plates designating the name of resident or the owners thereof, provided that such ornamental plates do not exceed one per residence, and are not larger than 18" x 24".
13. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers, pending collection and removal. All other equipment for the temporary storage or disposal of such materials shall be kept in a clean and sanitary condition.
14. MANUFACTURED HOMES AND STORAGE STRUCTURES: No manufactured home shall be allowed. No manufactured storage structure or any other manufactured structure, shall be moved onto or maintained on any lot in said subdivision. All temporary or permanent storage sheds or structures shall be architecturally consistent with the residence, including the same external materials and painting scheme. Except in such situations where a premanufactured

storage shed is installed. However, the storage shed must be concealed from view by a fully fenced yard.

15. OIL AND MINING OPERATIONS: No oil or natural gas drilling, oil or natural gas 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. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

16. LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kinds shall be raised, bred or kept on any lot, except that not more than two dogs, two cats, or other usual small household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes and provided that they are not permitted to cause damage, constitute a nuisance, or run at large in the neighborhood.

17. ARCHITECTURAL CONTROL: All residences on all lots shall adhere to the "Architectural Guidelines" attached hereto. The Architectural Guidelines shall be implemented as follows: (A) No building, fence, hedge, wall, or other structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure, materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation have been approved by the architectural control committee. (B) Structures to fully enclose all types of recreational vehicles shall not be erected, placed, or altered on any lot until the construction plans and specifications showing the location, material and design have been approved by the architectural control committee. (C) During the initial phase of lot development (while undeveloped lots are being sold and developed), AAA Renovation & Construction L.L.C. shall serve as the Architectural Control Committee.

Exhibit 8

Thereafter, and for all architectural control issues arising after the sale of undeveloped lots and construction of residences, AAA Renovation & Construction L.L.C., shall appoint (3) members who own homes within the subdivision to serve as the Architectural Control Committee. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, a majority of the remaining members shall have the full authority to designate a successor. With the exception of AAA Renovation & Construction L.L.C., neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time after 10 years from the date of recordation of the subject plat and dedication, the then owners of a majority of the lots within the plat shall have the power through a duly recorded written instrument to change membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. (D) The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with. However, dwelling size and dwelling type as set forth in paragraph 2 and 6 herein will be a requirement whether plans have or have not been approved. Similarly, in no event shall any lot owner be excused from compliance with these CC&Rs, except as specifically provided herein.

18. ANTENNAS AND SATELLITE DISHES: There shall be no exterior antennas or satellite dishes in excess for 24" in diameter permitted within the development. No exterior antennas or satellite dishes shall be installed in view of street frontage facing the front of the residence. Cable TV will be available to the development. Interior antennas can be utilized.

19. ENFORCEMENT: The Architectural Control Committee shall be authorized to enforce these CC&Rs. Additionally, any lot owner or group of lot owners may enforce these CC&Rs, so long as they can demonstrate that they had suffered or are likely to suffer an impairment of their contractual rights or loss or damage to their personal or property rights. The failure on the part of any of said parties affected by these restrictions, at any time to enforce any of the provisions hereof, or of any existing violation thereof, shall in no event be deemed a waiver thereof. Invalidation of any of said reservations, conditions, agreements, covenants and restrictions by judgment or court order shall not affect any other of the provisions herein, which shall remain in full force and effect. Prior to initiating any suit or action to enforce any reservations, condition, agreement, covenant, or restriction, or prior to initiating any action to enjoin or restrain any violation thereof, the party initiating such action shall first make a written demand for compliance or cessation of such violation; provided, that in the event of a condition posing emergency conditions to persons or property, such prior written notice will not be required. Upon making such demand, and regardless of whether such suit or action is reduced to a judicial decree, in the event the party instituting such suit or action is the prevailing party, and in addition to statutory costs and disbursements, the initiating party shall be entitled to recover from the defendant(s) such attorneys' fees as that court may deem reasonable.

IN WITNESS WHEREOF, the undersigned Developer has executed these CC&Rs on the date and year set forth herein:

AAA Renovation & Construction L.L.C.

By: 

Name: ANTHONY PATIS

Title: MEMBER

Date: 11/2/18

STATE OF WASHINGTON

COUNTY OF BENTON

On November 2, 2018, before me personally appeared Anthony D. Potts, to
me know to be the Authorized Signor of AAA RENOVATION & CONSTRUCTION L.L.C., that
executed the within and foregoing instrument, and acknowledged said instrument to be the free and
voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and
on oath stated that he was authorized to execute said instrument and that the
seal affixed, if any, is the corporate seal of said limited liability company.

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



Signature: Cheryl A. Hightower
Name (Print): Cheryl A. Hightower
NOTARY PUBLIC in and for the State of
Washington, residing at Kennelworth
My appointment expires: 8-19-2021

EXHIBIT "A"

LEGAL DESCRIPTION

**Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14, Plat of Center Village,
according to the Plat thereof recorded in Volume 15 of Plats, Page 623,
records of Benton County, Washington.**

From: [Kimberly Rose](#)
To: [Steve Donovan](#)
Subject: Fence Concern - 5555 W. Umatilla Ave, Kennewick
Date: Monday, June 23, 2025 11:11:44 AM
Attachments: [image001.jpg](#)
[Resized_20250529_143626_2183367776636531.JPEG](#)
[Resized_20250529_143236_2183446987902282.JPEG](#)

Dear Steve,

I am writing as a licensed real estate professional who helped represent home owners at 5551 W Umatilla Ave, in the purchase of their home. I want to express my concern regarding a neighboring property's recently constructed fencing that appears to exceed the maximum height limits allowed under Kennewick Municipal Code: [chrome-extension://efaidnbnmnibpcjpcglclefindmkaj/https://www.go2kennewick.com/DocumentCenter/View/11036/Fence-Guidelines-and-Standards-for-Home-Owners?bidId=](https://www.go2kennewick.com/DocumentCenter/View/11036/Fence-Guidelines-and-Standards-for-Home-Owners?bidId=)

According to current municipal standards, residential fences are limited to 6 feet in height in side and rear yards, and 3 feet in front yards or within sight distance triangles. However, the neighboring property has installed two fence segments that exceed these allowances:

- **A 7.5-foot tall fence** running parallel to my clients' existing 6-foot fence, with less than 1 foot of separation.
-
- **A 10-foot tall fence** constructed perpendicular to their home and side yard, which significantly impedes natural views and creates a visual obstruction from within their home office.

These fences not only appear to be in violation of the city's established height regulations but also detract from the visual harmony of the neighborhood, create a potential fire hazard, and negatively affect the homeowners' enjoyment of their property. From a real estate perspective, these structures pose potential long-term impacts to resale value, as they diminish curb appeal, obstruct natural light, and give a perception of conflict or encroachment between neighbors.

The height and placement of these fences are not consistent with the typical fencing character of the neighborhood and, in my professional opinion, are unnecessary for standard privacy or safety purposes. Given their scale and impact, I support my clients in their request for the City to investigate whether the structures conform to local code, and to ensure that any noncompliant fences are addressed accordingly.

Thank you for your time and consideration of this matter. Please feel free to reach out if you require further context or would like additional information from my clients or myself.

Sincerely,

Kimberly Rose



