

Filed for Record SEP 21 1948
Request of *G. R. Thompson, Co. Nettleton-Baldwin*
R. E. WISE, County Auditor

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FEE No 223543

DECLARATION OF PROTECTIVE RESTRICTIONS

This Declaration of Protective Restrictions made this 13th day of Sept., 1948, by Nettleton-Baldwin-Anderson Inc., a Washington corporation upon the property described as follows:

All lots in Blocks 9 to 12, inclusive

All located in amended plat of Blocks 9 - 10 - 11 - 12, Anderson Addition, according to plat thereof recorded in Volume 4 of Plats, page 5, records of Benton County, Washington.

1. All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed one and one-half stories in height and a private garage for not more than two cars.
2. No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of L. E. Baldwin, Martin Anderson, and A. R. Thompson; or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representatives, fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this Covenant will be deemed to have been fully complied with. Neither the

- members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after 1953. Thereafter the approval described in this Covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.
3. No building shall be located on any residential building plot nearer than fifteen (15) feet to the front and side street lot lines on 60 ft. wide rights-of-way or nearer than twenty (20) feet to the front and side street lot lines on 50 ft. wide rights-of-way. No building, except a detached garage located seventy feet or more from the front lot line, shall be located nearer than five (5) feet to any side lot line.
 4. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6400 square feet or a width of less than sixty feet at the front building setback line.
 5. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
 6. No trailer, basement, tent, shack, garage, barn, or other out-building erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
 7. No dwelling costing less than \$5,000.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than seven hundred fifty square feet.

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed by its proper officers and its corporate seal to be hereunto affixed the day and year first above written.

NETTLETON-BALDWIN-ANDERSON INC.

By Loren E. Baldwin Pres.

By Martin Anderson
Asst. Secretary



STATE OF WASHINGTON)
COUNTY OF BENTON) ss.

On this 13th day of Sept., A. D., 1948, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Loren E. Baldwin and Martin Anderson to me known to be the President and Assistant Secretary, respectively, of Nettleton-Baldwin-Anderson Inc., 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 they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

John L. Baird
Notary Public in and for the State
of Washington, residing at Richland

