

FEE No. 219006

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DECLARATION OF PROTECTIVE RESTRICTIONS

Filed for Record JUN 17 1946 7:14 AM
Request of *Nettleton-Baldwin-Anderson, Inc.*
R. E. WISE, County Auditor
Kennewick, Wash.

This Declaration of Protective Restrictions made this 14th day of

June, 1946; by Nettleton-Baldwin-Anderson Inc., a Washington corporation upon the property described as follows:

All lots in Blocks 1 to 12, inclusive

All located in Anderson Addition, according to plat thereof recorded in Volume 3 of Plats, page 77, 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 outbuilding 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.

8. Easement rights-of-way of five (5) feet over the rear of all lots inside the addition (as shown on plat) for utility installation and maintenance; also easements over certain portions of other described lots (as shown on plat) where utility installations are necessary at other locations than at or near the rear and side lot lines. The easements along the boundary of the property are eight (8) feet wide within the boundary lots.
9. No persons of any race, other than the White race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.
10. That no fence, wall, hedge, or mass planting except foundation planting, shall be permitted to extend nearer to any street than the minimum setback line, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than three feet above the finished grade at the back of said retaining wall.

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1983, at which time said Covenants shall be automatically extended by successive periods of ten years unless by vote of a majority of the then owners of the lots it is agreed to change said Covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the Covenants herein it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these Covenants by judgement or court order shall in no ways affect any of the other provisions which shall remain in full force and effect.

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 L. E. Baldwin
L. E. Baldwin, President

By Vern J. Oja
Vern J. Oja, Secretary



STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this 11 day of June, A. D., 1948, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared L. E. Baldwin and Vern J. Oja, to me known to be the President and 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.



Percy A. Breva
Notary Public in and for the State of Washington, residing at Seattle.

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File No. 221869

MODIFICATION OF DECLARATION
of
PROTECTIVE RESTRICTIONS

Filed for Record NOV 30 1948 9:43 AM
Request of Carrall, Hillman & Hillman
Old Time Bldg., Seattle, Wash.
R. E. WISE, County Auditor

This Modification of Declaration of Protective Restrictions executed this ___ day of November, 1948, by Nettleton-Baldwin-Anderson Inc., a Washington Corporation, in connection with the following described real property:

ALL lots in Blocks 5, 6, 7 and 8, Anderson Addition, according to amended plat thereof recorded in Volume 3 of Plats, Page 96, records of Benton County, Washington.

Whereas, a Declaration of Protective Restrictions has been filed in connection with the above-mentioned real property, being Benton County Auditor's File No. 221869, records of Benton County, Washington, and

Whereas, Nettleton-Baldwin-Anderson Inc. is the owner of all the above-mentioned property, and

Whereas, Nettleton-Baldwin-Anderson Inc. desires to modify and change said restrictions in the particulars hereinafter set forth

NOW THEREFORE the following Modification of said Declaration of Protective Restrictions is hereby declared:

1. Paragraph Seven (7) of said Declaration of Protective Restrictions shall be changed to read as follows:

"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 garages and open porches, shall be not less than five hundred square feet."

2. All other provisions set forth in said Declaration of Protective Restrictions shall remain in full force and effect.

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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 L. E. Baldwin
L. E. Baldwin, President

By Martin Anderson
Martin Anderson, Asst. Secretary

STATE OF WASHINGTON)
COUNTY OF Benton) ss.

On this 22 day of November, 1948, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared L. 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.

