

FEE No. 310584

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Request of: Benton Co. A. & T. Co.
Kennewick, Wash.

By: R. E. WISE, County Auditor

1 THE UNDERSIGNED, being the owners of the following described property
2 located in Benton County, State of Washington:
3 Lots 35, 52, 53, 54, 55, 56, 61, 62, 63, 64, 65, 72, 73, 74,
4 75, 76, 81, 82, 83, 84, 85, all in Anna Lee Heights, according
5 to the recorded plat thereof.
6 do hereby declare the following restrictions and covenants which shall run
7 with the land and shall be binding on all parties and all persons claiming
8 under them, until January 1, 1974, at which time said covenants shall be auto-
9 matically extended for successive periods of 10 years, unless by vote of a
10 majority of the then owners of the lots it is agreed to change said covenants
11 in whole or in part.

12 If the parties hereto, or any of them, or their heirs or assigns, shall
13 violate or attempt to violate any of the covenants herein, it shall be lawful
14 for any other person or persons owning any of said lots to prosecute any
15 proceedings at law or in equity against the person or persons violating or
16 attempting to violate any such covenant and either to prevent him or them
17 from so doing or to recover damages or other dues from such violation.
18 Invalidation of any one of these covenants by judgment or court order shall
19 in no wise affect any of the other provisions which shall remain in full force
20 and effect.

21 These restrictions and covenants do hereby completely revoke and
22 supersede somewhat similar restrictions and covenants placed upon the above
23 described land and recorded July 8, 1953, Auditor's File #310037, records
24 of the Auditor of Benton County, State of Washington.

25 1. All of the lots shall be known and be described as residential lots.
26 No structures shall be erected, altered, placed, or be permitted to remain on
27 any residential building plot other than one detached single-family dwelling
28 not to exceed two and one-half stories in height, and a private garage for not
29 more than two cars.

30 2. No building shall be erected, placed, or altered on any of said
31 lots until the external design and location thereof have been approved in writing
32 by the neighborhood committee, which shall be appointed or elected by the owner
or owners of a majority of the lots which are subject to the covenants herein.

HORRIGAN, HERRICK,
PETERSON & HERRICK
ATTORNEYS AT LAW
114 1/2 5TH STREET
PASCO, WASHINGTON

1 set forth provided, however, that if such committee fails to approve or
2 disapprove such design and location within 30 days after such plans have been
3 submitted to it, or if no suit enjoins the erection of such buildings or the
4 making of such alterations has been commenced prior to the completion thereof,
5 such approval will not be required.

6 3. No building shall be located nearer than 25 feet to the front lot
7 line or nearer than 25 feet to the side street line. No building, except a
8 detached garage or other outbuilding located 70 or more feet from the front
9 lot line, shall be located nearer than 5 feet to any side lot line.

10 4. No residential structure shall be erected or placed on any
11 building plot, which plot has an area of less than 9,000 square feet or a
12 width of less than 70 feet at the front building setback line.

13 5. No noxious or offensive trade or activity shall be carried on
14 upon any lot nor shall anything be done thereon which may be or become an
15 annoyance or nuisance to the neighborhood.

16 6. No trailer, basement, tent, shack, garage, barn, or other out-
17 building erected in the tract shall at any time be used as a residence
18 temporarily or permanently, nor shall any structure of a temporary character
19 be used as a residence.

20 7. No dwelling costing less than \$6,000.00 shall be permitted on any
21 of said lots. The ground floor area of the main structure, exclusive of one-
22 story open porches and garages, shall be not less than 850 square feet in the
23 case of a one-story structure, nor less than 750 square feet in the case of
24 a one and one-half, two or two and one-half story structure.

25 8. The grantors, for themselves and their grantees, successors and
26 assigns, do hereby dedicate easements for the construction, reconstruction,
27 repair and maintenance of sewer lines, domestic water and irrigation water
28 lines, telephone lines and lines for the delivery of electrical energy over,
29 across and under the utility strips shown on the face of the plat.

30 9. Any dwelling or structure erected or placed on any of said lots
31 shall be completed as to external appearance, including finished painting,
32 within eight months from date of commencement of construction.

10. No fence, wall, hedge, or mass planting, other than foundation planting shall be permitted between the street line and the minimum setback line of main building.

IN WITNESS WHEREOF these presents have been executed this 17th day of July, 1953.

D. Byron Baker
Lillian E. Baker
John W. Cain
Gertrude N. Cain

STATE OF WASHINGTON)
County of Franklin :

I, the undersigned, a notary public in and for the State of Washington, do hereby certify that on this 17th day of July, 1953, personally appeared before me D. Byron Baker and Lillian E. Baker, his wife, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

John W. Cain
Notary Public in and for the State of Washington, residing at Pasco.



STATE OF WASHINGTON)
COUNTY OF BENTON : as

I, the undersigned, a notary public in and for the State of Washington, do hereby certify that on this 20th day of July, 1953, personally appeared before me John W. Cain and Gertrude N. Cain, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and seal the day and year last above written.

John W. Cain
Notary Public in and for the State of Washington, residing at Kennewick.

