

223649

Protective Covenants
of
Apple Tree Village

Filed for Record SEP 23 1948 3:01 P.M.
Request of Robert Mitchell
R. E. WISE, County Auditor

Know all men by these presents: That the undersigned, being all of the persons having any interest in the Lots 1 to 20 inclusive in Block 1 and also Lots 1, 2 and 3 in Block 7 all in Apple Tree Village according to the recorded plat thereof, recorded in Vol. 4 of plats, page 6 in the office of the County Auditor of Benton County, Washington, do hereby declare the following restrictions and covenants, which shall run with said lots, and shall be binding on all parties and all persons claiming under them until September 22nd, 1973. It is provided however, that a majority of the owners of the lots in Apple Tree Village as above described may at any time change any of these protective covenants, by a majority of said owners voting to do so, each owner having one vote per lot, which said owner may own, and provided that if any such change is made by such a vote, it shall not become effective until signed by those voting in favor thereof, and by having said signed change duly recorded in the miscellaneous records of Benton County, Washington.

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 situate in said development or residential district 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 violations.

Invalidation of any one of these covenants by judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

1. All lots above described in said plat shall be known and be described as residential lots. No structures shall be erected, altered, placed, or be permitted to remain on any residential building lot other than one detached single-family dwelling, not to exceed two stories in height, and a private garage for not more than two cars.

2. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon, which may be a nuisance to the Neighborhood. No building shall be erected, placed or altered, on any lot until the external design thereof has been approved by the Neighborhood Committee. All complaints with reference to violation of any provisions herein shall be referred to the Neighborhood Committee and passed upon by them, and their conclusions shall be final and binding. However, if such committee fails to approve or disapprove such design and location within 30 days after such plans have been submitted to it, or if no suit to enjoin the erection of such buildings or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required.

3. Said Neighborhood Committee shall consist of three property owners who shall be elected annually on the first Monday in October of each year by vote of all of the property owners in the Apple Tree Village owning above described lots. Each owner having one vote per lot. And the members of said Committee shall hold office until their successors are elected. In the event of a vacancy on said Committee, the remaining members shall appoint a property owner to fill said vacancy, who shall complete the unexpired term of the vacant member.

4. No building including garage or carport shall be located nearer than 20 feet to the front lot line or nearer than 15 feet to the side street line. No building, except a detached garage or other out building located 70 feet or more from the minimum set back line, shall be located nearer than 5 feet to the side lot line.

5. No trailer, basement, tent, shack, garage, barn, or other outbuilding of any kind whatsoever erected on ~~any lot~~ shall at any time be used as a permanent or temporary residence.

6. No dwelling costing less than \$4,000.00 shall be permitted on ~~said lots~~. The ground floor area of the main structure, exclusive of open porches and garages, shall be not less than 500 square feet. However, if a dwelling contains less than 500 square feet of floor area and costs less than \$4,000.00, but is either approved for financing by the Federal Housing Authority or is financed by said agency, such a building shall be acceptable.

7. Any dwelling or structure erected or placed on any lot described above shall be completed as to external appearance, including finished painting, within 6 months from date of commencement of construction.

8. No persons of any race other than the White or Caucasian race shall use or occupy any building on said lots.

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

10. The grantors, for themselves and grantees, successors and assigns, do hereby dedicate easements for the construction, reconstruction, repair and maintenance of sewer lines, domestic water and irrigation water lines, telephone lines and lines for the delivery of electrical energy over, across and under the rear five (5) feet of each of all of the lots above described. Said easement shall become effective if and when said utilities are constructed and installed.

IN WITNESS WHEREOF these presents have been executed this 20th day of Sept, 1948

Robert W. Mitchell

State of Washington }
County of Benton }

On this day personally appeared before me Robert W. Mitchell to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that and 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 20th day of Sept, 1948.

[Signature]
Notary Public in and for the State of Washington.