

RESTRICTIVE COVENANTS FOR BLANTON HEIGHTS

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KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being the owners of all the land and lots in Blanton Heights, a subdivision within the County of Franklin, State of Washington, the plat of which is recorded in the office of the County Auditor of said county under Auditor's File No. 171968 do hereby declare the following restrictions and covenants shall be restrictions and covenants running with the land and shall be binding on all parties and all persons claiming under them until January 1, 1995, at which time said restrictions and covenants shall automatically extend for successive periods of ten years, unless by a vote of the majority of the then owners of the lots, it is agreed to change such restrictions and covenants in whole or in part:

1. All lots in Blanton Heights shall be residential lots, and no structures shall be erected, altered, placed or permitted to remain on any lot in said subdivision other than one private single-family dwelling with a two-car attached garage, except that customary out buildings designed and erected for the purpose of supplementing the use of said lot for residential purposes may be allowed if approved by the Architectural Committee. The two-car garage may be attached to the residence by a breezeway; carports are permissible in addition to the two-car attached garage, but a two-car attached garage shall be required on every lot.

2. No trailer, tent or shack shall be erected or allowed to remain on any lot; provided that during the course of construction, a construction shed will be allowed, but no such shed, trailer, tent, shack, basement or other building than a completed residence shall be used as a residence temporarily or otherwise. A Subdivision Office, the plans of which are to be approved by the Architectural Committee, may be erected on one lot of this subdivision.

3. Every dwelling or residential structure shall have a minimum floor space of 1250 square feet exclusive of open porches, garages, carports, breezeways, or patios.

4. No building shall be located on any lot nearer than twenty (20) feet to any boundary line thereof, and shall be set back at least sixty (60) feet from the centerline of any abutting street.

5. Each lot is platted as a building site, and no sale, gift, or other transfer of a portion of a lot or lots will be permitted excepting to conform a lot ownership.

6. Any dwelling erected or placed on any lot of this subdivision shall be completed throughout within one year from date of commencement of construction.

7. No fence or wall of any kind, whether board, picket, live growth or otherwise shall be allowed more than six feet in height, except that the Architectural Committee may authorize in writing certain deviations from this restriction provided that they are in keeping with the general landscaping of the subdivision.

8. The owner or occupant of such lot shall maintain the grounds in good presentable condition at all times and the grounds shall be landscaped

and lawn planted within twelve months from the date of the completion of construction of any dwelling on any lot.

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9. No noxious or offensive activity shall be carried on on any lot, nor shall anything be done thereof which may be, or may become, an annoyance or nuisance to the neighborhood, of which fact the finding of the Architectural Committee will be final. No unsightly structure, accumulations of trash, cans, rubbish, or any other objectionable condition from a scenic or aesthetic standpoint are to be permitted on any lot in this subdivision.

10. No lot shall be used to raise, maintain, produce or sell, or otherwise deal in livestock or other animals, poultry, fowl, or other birds, other than for the use and enjoyment of the owners or occupants of said lots. No pigs, hogs, or goats shall be permitted to be kept or maintained on any lot.

11. No lot shall be used for the purpose of drilling thereon for, or producing therefrom, gas, oil or other hydrocarbon or mineral substances, nor shall any lot in said subdivision be used for mining or mineral purposes. If water is available from the City of Pasco, it must be used for domestic purposes. If water is not available from the City of Pasco, wells may be drilled for domestic water and said wells may be used for one year only from the date city water is available at which time said wells may be used for irrigation purposes only. The owner of each lot shall be entitled to drill one or more water wells for irrigation purposes only for use on the lot or lots owned by said owner or for use on no more than four adjacent lots of the same or different owners, provided that the written approval of any sharing arrangement is obtained from the Architectural Committee. All wells, whether for domestic or irrigation purposes, shall be drilled, housed and maintained only in such manner and by such method as may be approved in writing by the Architectural Committee.

12. The undersigned owners shall appoint an Architectural Committee to consist of three members and may from time to time substitute one or more members or appoint new members until fifty percent of the lots in Blanton Heights have been sold. After fifty percent of the lots in Blanton Heights have been sold, the owners of all of the lots in the subdivision may by majority vote fill any vacancies that may occur on the Committee, provided that the following person or persons, as long as any of them own property in the subdivision, shall have the right to name one of the members of the Architectural Committee: Paul L. Blanton, Sr., Jessie M. Blanton, Paul L. Blanton, Jr., John D. Blanton, and Ray A. Maxfield.

No building of any kind shall be erected, placed or altered on any lot until the design and location thereof shall have been approved in writing by the Architectural Committee.

A majority of the Architectural Committee shall be required to exercise the authority conferred upon said Committee by these restrictions and covenants.

13. If the parties hereto, or any of them or their successors or assigns, shall violate any of the covenants or restrictions herein contained, it shall be lawful for any other person or persons owning real property situated in said subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any of such covenants, and either to prevent him or them from so doing, or to recover damages resulting from said violation or both.

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14. Invalidation of any one of these restrictions or covenants by judgment or court order, legislative enactment or otherwise shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the owners have signed and sealed these restrictive covenants for Blanton Heights this 20th day of April 1956.

P. L. Blanton Sr.

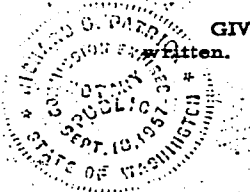
Jessie M. Blanton

STATE OF WASHINGTON)
) ss:
County of Franklin)

I, the undersigned, a Notary Public in and for the State of Washington, hereby certify that on this 20th day of April, 1956, personally appeared before me P. L. BLANTON, SR., and JESSIE M. BLANTON, to me known to be the individuals described in and who executed the foregoing Restrictive Covenants for Blanton Heights, 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.

Richard J. Patrick
Notary Public in and for the State of Washington, residing at Pasco.



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PASCO, WASH.
OFFICE OF THE AUDITOR
FRANKLIN COUNTY, WASH.
Filed for Record APR 23 '56
At 3:45 P.M. By Labol
Roby
and recorded in Vol 91 of
Dea Page
DOROTHY TOWNE
Auditor of Franklin County
By Glenn Seung
Deputy
Indexed direct LB Checked
Indexed reverse LB Checked
Recorded by _____
Checked by _____

Jessie M. Blanton
526 N. 8th
Pasco, Wash.