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Request of Franklin Benton Land Title Co.

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Benton Kennewick, Washington
L. E. WISE, County Auditor

BLOSSOM HILL ADDITION TRACT RESTRICTIVE COVENANTS

Lots 1 to 22, inclusive, Blossom Hill Addition to the City of Kennewick, Benton County, Washington, according to plat therefore recorded in Volume 5 of Plats Page 41, Records of said County.

We, the undersigned, C. F. FLETCHER and JESSIE L. FLETCHER, his wife, and LANE E. BLANKENSHIP and WILMA N. BLANKENSHIP, his wife, owners of Lots 1 to 19, inclusive, and Lots 21 and 22, and JOE N. ELY and LULU I. ELY, his wife, owners of Lot 20, all of said lots being situated in the Blossom Hill Addition to the City of Kennewick, Benton County, State of Washington, the same being real property now duly platted in Volume 5 of Plats at Page 41, Records of the Auditor of Benton County, hereby make the following declarations as to limitations, restrictions and uses to which the lots and/or tracts constituting said addition may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit and limitations upon all future owners in said addition, this declaration of restrictions being designed for the purpose of keeping said addition desirable, uniform and suitable in architectural design and use.

The plot as platted and the dedication heretofore made are to be governed by the following restrictions and covenants until on or about the first day of January, 1986, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of the majority of the then owners of the lots herein

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described, 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 restrictions and covenants herein, it shall be lawful for any other person or persons owning any real property situated in said Blossom Hill Addition, or subdivision thereof; 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 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 in the tract shall be known and described as residential lots.

2. No structure shall be erected, altered, placed or be permitted to remain on any residential lot other than one single family dwelling not to exceed one and one half stories in height and a private garage.

3. No building shall be located nearer than 29 feet to the front lot line or nearer than 15 feet to the side street line. No building shall be located nearer than 15 feet to any side lot line.

4. No residential structure shall be erected or placed on any lot which plot has an area less than 10,000 square feet.

5. No noxious or offensive trade or activity, tavern or club dispensing beer, wine or intoxicating liquor by the drink 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 fence, wall or hedge higher than three (3) feet shall be erected between the street line and the minimum setback line of the main structure, except existing structure on Lot 6 and the North five feet of Lot 5.

7. No tree or shrub shall be planted or allowed to grow to a height in excess of the roof line in the rear of the main structure nor shall any tree or shrub be planted or allowed to grow to a height in excess of ten feet in front of the main structure.

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8. 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.

9. No dwelling costing less than \$18,000.00 shall be permitted on any residential 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 1,000 square feet in the case of a one-story structure, nor less than 1,000 square feet in the case of a one and one-half story structure.

10. The grantor, for themselves and their successors and assigns, dedicate easements for public utility purposes, the utility easement strips shown in the recorded plat. Said easements are hereby granted to maintain, construct and repair domestic and irrigation water pipe lines, telephone lines and lines for the delivery of electrical energy as the same are constructed and installed at the time of the conveyance of each of the lots in said plat. Whenever the use of said easements or any of them shall cease, the same shall revert to the owner of the land affected by said easement.

11. Any dwelling or structure erected or placed in any lot in this subdivision shall be completed as to external appearances including finished painting of all wood structures within one year of date of commencement for construction.

12. Until such time as a sanitary sewer system shall have been constructed to serve this subdivision, a sewage disposal system constructed in accordance with the requirements of the Public Health Authority with jurisdiction shall be installed to serve each dwelling. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain, unless it has been first passed through an absorption field approved by the Public Health Authority.

13. No livestock shall be permitted.

14. No dwelling or structure shall be placed or erected on any

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lot within the plat which does not equal or exceed F.H.A. minimum specifications for residential housing.

15. All buildings and structures shall be erected under suitable plans and specifications designed for the proposed site.

16. Each and every structure erected within said addition shall be maintained at all times in a neat and clean condition in reference to all exterior surfaces. All lawns and landscaping shall be maintained and kept in the same manner.

17. No garbage, rubbish or noxious materials shall be placed, stored or allowed to accumulate in any unenclosed container for any period of time. All enclosed garbage, rubbish or noxious materials shall be hauled away from the premises or otherwise disposed of in a lawful manner not less frequently than once each week.

18. Dogs, cats or other household pets may be kept, providing these animals do not create any annoyance or nuisance to residents and invitees of said addition. If complaints are made by 50% or more of the residents of said addition, the offensive animal or animals shall be disposed of immediately by the owner.

19. In event private irrigation lines are installed, no one shall be permitted to connect into said line without first having paid all public and private charges, applicable thereto. The cost of installing an irrigation line shall be pro-rated to each property owner, based upon a fixed fee per front foot of their individual holding or holdings.

20. Each individual lot owner shall endeavor to cooperate with all other owners within the Blossom Hill Addition at all times for the purpose of maintaining the residential standards created by these covenants and preventing the creation of any nuisance or offensive, noisy or illegal trade, calling or transaction to be done, suffered or

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permitted upon any land conveyed within said addition.

IN WITNESS WHEREOF, we and each of us have affixed our respective signatures on the date appearing in the acknowledgments hereinafter made.

C. F. Fletcher
C. F. FLETCHER

Jessie L. Fletcher
JESSIE L. FLETCHER

STATE OF WASHINGTON)
COUNTY OF BENTON)

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 6th day of June, 1956, personally appeared before me C. F. FLETCHER AND JESSIE L. FLETCHER, 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 acts and deeds, for the uses and purposes therein mentioned.

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



Blanca Pankonin
Notary Public in and for the State of Washington
residing at Kennewick

Lane E. Blankenship
LANE E. BLANKENSHIP

Wilma N. Blankenship
WILMA N. BLANKENSHIP

STATE OF WASHINGTON)
COUNTY OF BENTON)

I, the undersigned notary public in and for the state of Washington, hereby certify that on this 5th day of January, 1956, personally appeared before me LANE E. BLANKENSHIP and WILMA N. BLANKENSHIP, 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 acts and deeds, for the uses and purposes therein mentioned.

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



James J. Molthan
Notary Public in and for the State of Washington
residing at Kennewick

Joe N. Ely
JOE N. ELY

Lulu I. Ely
LULU I. ELY
(fact in fact)

STATE OF WASHINGTON)
COUNTY OF BENTON)

I, the undersigned notary public in and for the state of Washington, hereby certify that on this 5th day of January, 1956, personally

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appeared before me JOE N. ELY and LULU I. ELY, 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 herein mentioned.

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

James J. Molthan
Notary Public in and for the State of Washington
residing at Kennewick.

