

DECLARATION OF PROTECTIVE COVENANTS  
FOR BRENLIND ADDITION

375772

RECORDED IN VOL 104  
OF OFFICIAL RECORDS  
PAGE 223. REQUEST OF

Frank Tiaht  
NOV 29 11 06 AM '77

DOROTHY TOWRE AUDITOR  
FRANKLIN COUNTY, WASH.  
DEPUTY

MAIL TO: Ben Franklin

WE; THE UNDERSIGNED, being the owners of the following described property  
towit; Brenlind Addition, according to the plat thereof, do hereby declare the  
following restrictions and covenants which shall run with the land, shall be  
binding on all parties and their heirs, successors, or assigns hereafter until  
January 1, 1983, and shall thereafter be automatically extended for successive  
periods of five (5) years unless by a vote of the 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 any  
of the covenants herein, it shall be lawful for any person or persons owning  
any real property situate in said development or residential district to prosecute  
any proceedings of law or equity against the person or persons violating or  
attempting to violate any such covenant, and either prevent him, or them, from  
doing so, or to recover damages or other dues for such violation. Invalidation  
of any of these covenants by judgement or court order shall in no ways effect  
any of the other provisions, shall remain in full force and effect.

ARTICLE I

Definitions:

Plat - Shall refer to the plat of Brenlind Addition.

Owner - Means the record owner, whether one or more person or entities of a fee simple title to any lot which is part of the real property including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Lot - Means any plot of land shown upon any recorded division map of the property.

Real Property - Shall refer to the property described in the plat of record.

ARTICLE II

Land Use:

No lot shall be used for any purpose other than single family residential use.  
No part of real property shall be used to conduct any commercial or business activity therefrom; provided, however, nothing herein shall preclude casual business activities for charitable or civic purposes.

375772

VOL 104 PAGE 223

375772

ARTICLE II (cont.)

Easements, as indicated on the plat, have been dedicated for irrigation water lines and for public utility purposes. As long as these easements are not employed for the intended uses, the owners of the land affected by the said easements, shall have use of same. It should be understood; of course, that any fencing or structure erected thereon is subject to removal whenever these easements are employed for the intended public uses.

Each lot shall be maintained in clean, neat, and sanitary condition and shall be kept free of litter, refuse, junk equipment, other building materials and debris except that reasonable keeping of building materials and equipment shall be permitted on a lot during the construction of the improvements thereon for a reasonable period of time. All refuse shall be kept in suitable containers, sealed from public view, which contents shall be regularly emptied and maintained.

No noxious or offensive activity or thing shall be permitted on the real property that may be, or become, a nuisance, or unreasonably interfere with the use or enjoyment of any part of the property.

No sign or advertising device shall be permitted on the real property except that a reasonable sign advertising an improved lot for sale or for rent, or disclosing the name of the owner, or address of the lot, may be maintained on the lot. No sign or advertising device for the sale of any unimproved lot shall be permitted as long as the developer is actively selling lots anywhere in the entire development.

No owner shall carry on any activity of any nature whatsoever on his property that is in dereliction or violation of the laws, statutes of the State of Washington and Franklin County, or other applicable government body.

There shall be no major overhaul or repair work performed on automobiles or other vehicles unless done so in specifically allocated area (in garage). Any automobile or other vehicle deemed to be in an unoperable condition in excess of three (3) days and which causes an undesired effect on the area, may be removed by the action of other lot owners at the car owners expense.

All recreational vehicles, including, but not limited to, camp trailers, motorhomes, boats, boat trailers, utility trailers, pickup campers, or other recreational vehicles shall not be permitted to be parked in front of the front house

375772

ARTICLE II (cont.)

line on any lot provided, however, that such recreational vehicles may be parked in the driveway not to exceed twenty-four (24) hours.

ARTICLE III

Building Size & Construction:

Dwellings shall comply with not less than minimum FHA and VA requirements and specifications.

The intention and purpose of the covenant is to assure that all dwellings shall be of quality workmanship and materials. The ground floor area of the main structure, exclusive of one (1) story open porches and garages, shall not be less than 1,250 square feet for any one (1) story dwelling, nor less than 1,100 square feet for a dwelling of more than one (1) story. No out-buildings shall have a sheltered area greater than that of the dwelling. All set-backs must meet the requirements of Franklin County, or other acting governing municipalities.

The work of constructing any improvement on a lot shall be pursued with reasonable diligence so that the exterior of the improvements shall appear to be completed within six (6) months after the work on the improvement was commenced. No building shall be permitted on real property for more than six months (6) unless the exterior surface thereof shall be finished with materials such as siding and roofing and in a manner commonly acceptable for residential building, the construction of which has been completed.

No tent, trailer, or mobile home or other temporary device shall be used, maintained or permitted on a lot for living quarters for a period of more than sixty (60) days. No temporary structure shall be permitted on a lot except as may be reasonable required incident to the construction of a permanent improvement on a lot.

ARTICLE IV

Animals & Pets:

No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except dogs, cats, or other household pets which may be kept; provided they are not kept, bred, or maintained for any commercial purpose. No more than two of any species shall be permitted with the total not to exceed four (4).

VOL 104 PAGE 225

375772

ARTICLE IV (cont.)

These household pets shall not be permitted to roam freely throughout the subdivision, but shall be maintained and kept on the owner's lot.

ARTICLE V

Fences and Hedges:

All fences, walls, hedges, or mass plantings constructed or planted on said lots shall be in accordance with the rules and regulations of Franklin County Planning Commission and, or the City of Pasco.

Any ammendment must be recorded.

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

Signed and sealed this 25<sup>th</sup> day of NOVEMBER, 1977.

s/s *E. Frank Tiahrt, Jr.*  
E. Frank Tiahrt, Jr.

s/s *Barbara S. Tiahrt*  
Barbara S. Tiahrt

s/s *Brenda S. Tiahrt*  
Brenda S. Tiahrt

s/s *Linda D. Tiahrt*  
Linda D. Tiahrt

STATE OF WASHINGTON  
County of Franklin ss

On this day personally appeared before me E. Frank Tiahrt, Jr., Barbara S. Tiahrt, Brenda S. Tiahrt and Linda D. Tiahrt, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therin mentioned.

Given under my hand and official seal this 28th day of November, 1977.



*Candace M. Tebaldi*  
Notary Public in and for the State of Washington, residing at Pasco.

375772

VOL 104 PAGE 226