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RECORD IN VOL. 10
OF OFFICIAL RECORDS
PAGE _____ REQUEST OF
Olson + Olson
JAN 17 2 30 PM '77

1 RESTRICTIVE COVENANTS FOR BRENTWOOD ADDITION NO. 1
2 CONNELL, FRANKLIN COUNTY, WASHINGTON MAIL TO
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The owners and platters of Brentwood Addition No. 1, plat of which was filed in the office of the Franklin County Auditor on October 8, 1976, under auditor's file number 364550, do hereby declare that 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 the under- signed until January 1, 1992, at which time the same shall be automatically extended for successive periods of ten (10) years, unless, by vote of the majority of the then owners of the lots in Brentwood Addition No. 1, it is agreed to change or abrogate such restrictions and covenants.

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

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

22 Said easements, covenants, restrictions and conditions are
23 as follows:

24 1. All lots shall be used for residential purposes only,
25 and no business or other use shall be made of any of them.

26 2. On lots 1 to 5 inclusive, no structure shall be erected
27 altered, placed or permitted to remain on any of the lots other
28 than one detached single family dwelling, not exceeding two stories
29 in height, a private garage for not more than three cars, and a
30 private swimming pool. All structures on any of said lots shall be
31 in architectural conformity with the residence.

32 3. No dwelling on lots 1 to 5 inclusive shall be erected,
33 altered, or permitted to remain on any lot unless such dwelling has
34 a total completed living area of not less than 1,200 square feet,
35 provided, however, that if it is a basement, split level, or tri-
36 level home, the foundation area shall enclose at least 1,000 square
37 feet, but the completed living area shall still be at least 1,200
38 square feet, exclusive of open porches, garages or breezeways.

39 4. On lots 1 to 5 inclusive, no dwelling or residential
40 structure costing less than \$25,000 exclusive of porches, garages
41 or breezeways shall be erected or maintained. The minimum cost
42 shall be based upon cost levels prevailing on the date these cove-
43 nants are filed, it being the intention and purpose of these
44 covenants to assure the dwellings shall be of a quality of workman-
45 ship and materials substantially the same, or better than, that
46 that may be produced on the date these covenants are filed. Cost

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1 shall be the actual cost of labor, material and services expended
2 to build said building, exclusive of garages, breezeways and land,
3 but may include a reasonable profit for a builder if built for
4 resale.

5 5. Any dwelling or structure erected or placed on any lot
6 shall be on new construction and shall be completed as to external
7 appearance, including finished painting, within one year from the
8 date of commencement of construction.

9 6. No lot shall be resubdivided into, nor shall any dwell-
10 ing be erected or placed on, any lot having a width of less than
11 75 feet.

12 7. No trailer, basement, tent, shack, garage, barn or
13 other out-building may be used as a residence, either temporarily
14 or permanently, nor shall any structure of a temporary nature,
15 including a trailer, be permitted to remain in this subdivision
16 except the trailers used as homes as set forth in paragraph 11.

17 8. No animals, livestock or poultry of any kind may be
18 raised, bred or kept on any lot, except that dogs, cats or other
19 household pets, may be kept; provided that they are not kept, bred
20 or maintained for any commercial purpose.

21 9. All power, telephone, television, water, sewer, gas
22 and other utility transmission and service lines shall be under-
23 ground.

24 10. No noxious or offensive activity shall be carried on
25 on any lot, nor shall anything be done thereon which may be, or
26 may become, an annoyance or nuisance to the neighborhood, of which
27 fact a two-thirds majority of the occupants of said addition shall
28 be the sole judge.

29 11. Apartments and/or trailers or mobile homes will be
30 permitted on lots 6 to 9 inclusive, provided, however, that if
31 a trailer or mobile home is placed on the lots, it shall have
32 a minimum width of at least 24 feet and shall be at least 50
feet long, and not more than one shall be placed on any of the
lots. No trailer shall be placed on any of these lots that is
more than 3 years old as of the date that it is placed on the lot.

DATED this 14 day of January, 1977.

Florian J. Nordus
FLORIAN J. NORDUS
Carolyn A. Nordus
CAROLYN A. NORDUS

STATE OF WASHINGTON)
County of Franklin)

On this day personally appeared before me FLORIAN J. NORDUS
and CAROLYN A. NORDUS, 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 therein mentioned.

Subscribed and sworn to before me this 14 day of
January, 1977.

RESTRICTIVE COVENANTS FOR
BRENTWOOD ADDITION NO. 1 -
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Susan Hatfield
Notary Public in and for the State
of Washington residing at Pasco

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