

RESTRICTIONS TO BROWN'S FLAT

Filed for Record JUN 12 1952 2:07 PM
 Request of *M. L. Brown*
 1606 West Eighth Street
 Kennewick, Wash.
 E. WISE, County Auditor

PARTIES: MARK L. BROWN & MARIAN S. BROWN

Lots 1 to 33, inclusive, all in Brown's Flat to Kennewick, according to the recorded plat thereof.

We do hereby declare the following restrictions and covenants which shall run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1977, at which time said covenants shall be automatically extended for successive periods of 10 years, unless by vote of a 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 or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any of said lots 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 judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

1. All of the lots shall be known and described as residential lots. No structure shall be erected, altered, placed or be permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed one and one-half stories in height, and a private garage for not more than two cars.
2. No building shall be erected, placed or altered on any of said lots until the external design and location thereof have been approved in writing by the neighborhood committee, which shall be appointed or elected by the owner or owners of a majority of the lots which are subject to the covenants herein set forth, provided, however, that 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. No building shall be located nearer than 25 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 or more feet from the front lot line, shall be located nearer than 5 feet to any side lot line.
4. No residential structure shall be erected or placed on any building plot which plot has an area of less than 9000 square feet or a width of less than 70 feet at the front building setback line.
5. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may or become an annoyance or nuisance to the neighborhood.
6. No trailer, basement, tent, shack, garage, barn or other out building 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.
7. No dwelling shall be permitted on any lot at a cost of less than \$7500, based upon cost levels prevailing on the date these covenants are prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials, substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 750 square feet for a one story dwelling, nor less than 700 square feet for a dwelling of more than one story.

Sheet Number 2.

8. The grantors, for themselves and their 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 utility strips down on the face of the plat and over the rear five feet of each lot.

9. Any dwelling or structure erected or placed on any of said lots shall be completed as to external appearance including finished painting, within eight months from date of commencement of construction.

10. 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.

11. Until such time as a sanitary sewer system shall have been constructed to service this subdivision, a sewage disposal system constructed in accordance with the requirements of the 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 Health Authority.