

DECLARATION OF PROTECTIVE RESTRICTIONS
FOR REPLAT OF CITY VIEW ADDITION TO PASCO

172888

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, being all the owners in fee simple and mortgagee of a portion of REPLAT OF CITY VIEW ADDITION TO PASCO, do hereby declare the following Protective Restrictions in connection with said property.

These covenants and restrictions are to apply to all lots and tracts in Blocks one (1), two (2), three (3) and four (4) of Replat of City View Addition to Pasco, and are to run with the land and shall be binding upon all parties hereto, and all persons claiming under them, until January 1, 1980, at which time said covenants and restrictions shall be extended automatically for successive periods of ten years unless by vote of a majority of the then owners of said properties it is agreed to change the 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 and restrictions herein, it shall be lawful for any other person or persons owning real property situate in said Addition to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and restrictions, 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 and restrictions 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 of said above described lots and tracts shall be known as residential lots, EXCEPT lots thirty-five (35) to forty-two (42), both inclusive, and Tract "B" in Block one (1), and lots fifteen (15) to twenty-one (21), both inclusive, in Block three (3); (to such excepted property it is agreed that nothing in these covenants shall preclude the use or construction of such lots for any purpose recognized under the zoning ordinance of the City of Pasco as appropriate structure and use in Commercial C-1) and no structure shall be erected, altered, placed or permitted to remain on any residence building lot other than one detached single-family dwelling, for single-family occupancy, not to exceed two and one-half stories in height and private garage for not more than three cars.

2. No building shall be erected on any lot until the design and location thereof have been approved in writing by a committee composed of Jay Robinson, Jr., John Beck and Charles Swanson; however, in the event such committee is not in existence or fails to approve or disapprove such design or location within thirty (30) days, then such approval shall not be required, provided the design and location on the lot conform to and are in harmony with existing structures in the tract or Addition. The majority of the committee named herein may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. Such committee shall serve from the date hereof until the first day of June, 1967, at which time their successors on such committee may be elected by the then record owners of a majority of the lots in Replat of City View Addition to Pasco.

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3. No residential structure shall be erected or placed on any building plot which has an area of less than 5,000 square feet, or a width less than fifty (50) feet at the front building setback line.

4. No noxious or offensive trade or activity 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, and no non-residential or inharmonious use shall be permitted, excepting that any usage permissible under the zoning ordinances of the City of Pasco for a Commercial C-1 zone will not be considered in violation of this prohibition, insofar as it concerns the property covered by these covenants that has been heretofore designated as other than residential lots.

5. No trailer, basement, tent, shack, garage, barn or other out-building erected in the Addition 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.

6. No dwelling shall be permitted on any lot which shall have a cost of less than \$8,500.00, based upon cost levels prevailing at the date of recordation of these covenants. It is the intention and purpose of this covenant to assure that all dwellings shall be of quality, workmanship and materials substantially the same or better than that which can be produced on the date of recordation of these covenants and restrictions; at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area for the main structure, exclusive of one-story open porches and garages, shall not be less than 850 square feet for a one-story dwelling, nor less than 800 square feet for a dwelling of more than one story; providing further that these limitations and the valuation limit herein expressed shall not apply to any of the lots that have been designated herein as other than residential.

7. Any dwelling or structure erected or placed on any lots or tracts shall be completed as to exterior appearance, including finished painting, within nine (9) months from date of commencement of construction.

8. No fence, wall, hedge, or mass planting other than foundation planting shall be permitted to extend nearer to any street than the minimum setback line of 20 feet, excepting that nothing shall prevent the erection of a necessary retaining wall, the top of such wall not to extend more than 3 feet above finish grade at the back of said retaining wall.

9. Minimum front, side and rear lot lines shall not be less than those required by ordinances of the City of Pasco.

10. No animals, livestock, poultry of any kind shall be raised, bred or kept on any lot or tract, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.

DATED this 20th day of December, 1955.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above mentioned.

ROBINSON INVESTMENT COMPANY



By: [Signature]
President

Attest: [Signature]
Secretary

Robert F. Post
Robert F. Post

Charlotte Shaffer Post
Charlotte Shaffer Post

John Beck
John Beck

Mabel Beck
Mabel Beck

Charles Swanson
Charles Swanson

Hilda Swanson
Hilda Swanson

Joe Anderson
Joe Anderson

By: Kathleen Flesher Montgomery
Kathleen Flesher Montgomery
formerly Kathleen Flesher,
his Attorney in Fact

Kathleen Flesher Montgomery
Kathleen Flesher Montgomery, formerly Kathleen Flesher

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WALLA WALLA
(Mortgagee)

By: E. G. Dean
President

Attest: L. C. Wetzel
Secretary

STATE OF Washington)
County of Walla Walla) ss.

On this 20th day of December, A. D. 1955, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared E. G. Dean and L. C. Wetzel to me known to be the President and Secretary, respectively, of First Federal Savings and Loan Association of Walla Walla, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

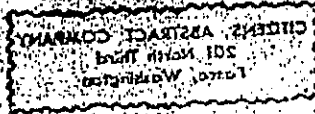
[Signature]
Notary Public in and for the State of Washington
residing at Walla Walla, Washington



Declaration of Protective Restrictions
for Replat of City View Addition to Pasco, Wa.

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STATE OF WASHINGTON }
County of Franklin } ss.



On this day personally appeared before me JAY ROBINSON, Jr. and J. C. ROBINSON, to me known to be the President and Secretary, respectively, of ROBINSON INVESTMENT COMPANY, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

GIVEN under my hand and official seal this 20th day of December, 1955.

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

STATE OF WASHINGTON }
County of Franklin } ss.

On this day personally appeared before me ROBERT F. POST, CHARLOTTE SHAFER POST, JOHN BECK, MABEL BECK, CHARLES SWANSON and HILDA SWANSON, 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.

GIVEN under my hand and official seal this 20th day of December, 1955.

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

STATE OF UTAH }
County of Weber } ss.

On this day personally appeared before me KATHLEEN FLESHER MONTGOMERY, to me known to be the individual who executed the foregoing instrument for herself and as attorney in face of JOE ANDERSON also therein described, and acknowledged to me that she signed and sealed the same as her voluntary act and deed, and as the free and voluntary act and deed of the said JOE ANDERSON, for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that the said JOE ANDERSON is now living.

GIVEN under my hand and official seal this 22 day of December, 1955.

Notary Public in and for the State of Utah, residing at Ogden, Utah.
My commission expires April 14, 1956.

Filed for Record 12-27-55
Request of Citizens, Assn. Not Comp.
Return to Gene Price, War.
Send Tax Statement to
Dorothy Towne, County Auditor

