

PROTECTIVE COVENANTS
OF
CRESTVIEW SUBDIVISION

The Protective Covenants heretofore filed affecting Crestview Subdivision, on January 12, 1953, are hereby revoked and the said Crestview Subdivision is hereby made subject to the following restrictions and covenants in place thereof, these restrictions and covenants running with the land and being binding on all parties and all persons claiming under them until August 1, 1974, at which time said covenants shall be automatically extended for successive periods of ten 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 real property situate in said subdivision to prosecute any proceedings at law or in equity against the violators or attempted violators of any such covenant or restriction, and thereby to prevent the violation, and to recover damages for such violation.

Invalidation of any of these covenants by judgment or court order shall of nowise affect any of the other provisions which shall remain in full force and effect.

1. All lots in the tract shall be known and shall be described as residential lots.

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

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 shall be located nearer than 5 feet to any side of lot line.

4. No residential structure shall be placed or erected on any lot, which lot has an area of less than 7,000 square feet or a width of less than 60 feet at the front building setback line.

5. No dwelling having a ground floor area of the main structure, exclusive of open porches and garages, of less than 1000 square feet, shall be permitted on any lot.

6. No structure of any nature shall be erected, nor shall any construction be commenced on any lot, until the plans for said structure have been submitted to and approved by a committee of the land owners of the subdivision. For the time being, N. V. Starkebaum shall constitute the committee for purposes of such approval, and he shall continue to serve as such committee until a successor committee of three persons shall have been elected by a majority of the land owners in the subdivision. Any committee of three so elected shall thereafter continue to serve until successors have been elected by the majority of the land owners in the subdivision. Such committee shall not have authority to waive any conditions of these covenants, but failure to secure their approval will be deemed a violation and any construction or activity without such approval may be enjoined and damages collected for the violation by any land owner in the subdivision.

✓ DONE

7. No noxious or offensive trade or activity, tavern, or club dispensing beer, wine, or intoxicating liquor by the drink shall be permitted on any lot nor shall anything be done in the subdivision which may be or become an annoyance or nuisance to the neighborhood.

8. No trailer, basement, tent, shack, garage, barn, or other out building erected in the subdivision 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. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance including finished painting of all wood structures within one year of date of commencement of construction.

10. No dwelling or structure shall be placed or erected on any lot other than new construction and that only after approval as provided in paragraph 6.

11. Until such time as a sanitary sewer system shall have been constructed to serve this subdivision, and each individual house connected thereto, a sewage disposal system constructed in accordance with requirements of the proper public health authorities shall be installed to serve each dwelling.

12. The owners, for themselves, their successors and assigns, dedicate easements for public utility purposes, as shown on the recorded plat. Said easements are for the maintenance, construction, and repair of domestic and irrigation water pipeline, telephone lines, lines for delivery of electrical energy, and future sewer installations. Whenever said easements or any of them shall be no longer necessary for the purposes noted, the same shall revert to the then owner of the land affected by said easements.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands this 24 day of August, 1954.

Signed and acknowledged by:

Norma I. Grosscup, N. V. Starkebaum, Florence A. Starkebaum, John L. Hughes, Verna T. Hughes, Melvin O. Rau, Alma C. Rau, Louis E. Russert, Beatrice M. Russert, Ralph K. Scott, Jean Scott, Lee Roy Whitney, Willa M. Whitney, Orville T. Roth, Betty W. Roth, Walter R. Conley Jr., Alice T. Conley, Ralph W. Frilot, Ruth Frilot, C. Ray Miller, Stella M. Miller; Margaret M. Setterberg, Pete Setterberg, all before Harold J. Hopwood, Kennewick, Washington

Filed September 3, 1954, under auditor's file No. 327382, records of Benton County, Washington.