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(Request of) K. A. Curtis
2034 West Seventh
Kennesaw, Wash.
Benton County Auditor

VOL. 12 PAGE 109

354626

PROTECTIVE COVENANTS

CURTIS ADDITION

Know all men by these presents: That the undersigned being all the persons having interest in the property covered by Curtis Addition, Kennesaw, Benton County, Washington as recorded in Volume 5 of Plate Page 33, records of Benton County, Washington, do hereby declare the following restrictions and covenants which shall run with the land and be binding on all parties and all persons claiming under them until January 1, 1975, 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 in equity in said Plat to prosecute any proceedings at law or in equity against the violators or attempted violators of any such covenant or restrictions; and hereby to prevent the violation, and to recover damages for such violation.

Invalidation of any of these covenants by judgment or court order shall of no wise 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, with the exception of lot 13, Section 1 which may be used for multiple dwelling.
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 the lot line.
4. No residential structure shall be placed or erected on any lot, which lot has an area of less than 7000 square feet or a width of less than 60 feet at the front building set back 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 animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

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 Plat which may be or become an annoyance or nuisance to the neighborhood.

8. No trailer, basement, tent, shack, garage, barn or other outbuildings erected in the Plat 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 the Plat 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.

11. Until such a time as a sanitary sewer system shall have been constructed to serve this Plat, 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 for the maintenance, construction, and repair of domestic and irrigation water pipe lines, 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 purpose noted, the same shall revert to the then owners of the land affected by said easements.

IN WITNESS WHEREOF the parties have hereto set their hands and seals this 19 day of March, 1958.

Woulton G. Clark
Earl W. Clark
E. Leibel Punter
John J. Curtis

Subscribed and sworn to before me this 19 day of March, 1958.

W. J. Peterson
Notary Public, State of Washington,
Residing in Kennewick

