

BF-MISC

\$3.00

DESERET AND DESERET II

LAND TITLE CO.

PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS NOV 18 9 57 AM '76

1. The undersigned do hereby certify and declare that the following reservations, conditions, covenants and agreements shall become and are hereby made a part of all conveyances of property owned by the undersigned, within the Plats of Deseret and Deseret II of which conveyances and agreements shall become a part by reference hereto and to which it shall thereupon apply as fully and with the same effect as if set forth at large therein.

2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than the one detached single family dwelling not to exceed two stories in height and a private garage for one car or car port as a minimum number.

3. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 900 square feet for a one story dwelling.

4. No dwelling or other building shall be erected within 20 feet of the front line or nearer than 20 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches which protrude past any setback line shall not be construed as a violation of said setback line.

5. No noxious or offensive activity shall be carried on upon any lot, or shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

7. No sign of any kind shall be displayed to the public view of any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. An appropriate entrance marker is excepted therefrom.

8. 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.

-continued-


LAND TITLE CO.

9. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of ten years unless an instrument signed by majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

10. Lot and Block grading and drainage, and minimum foundation elevations on individual homes to be built in this subdivision shall be in compliance with the plans stamped "accepted by FHA."

11. These covenants may be changed at any time in whole or in part by an instrument signed by 51% of the owners.

12. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

 Asghar R. Saori
Saori
WASHINGTON,
COUNTY OF CLATSOP

Wallace V. Teuscher
Wallace V. Teuscher

On this day personally appeared before me ASGHAR R. SAORI
AND WALLACE V. TEUSCHER

to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me that THEY signed the same as THEIR free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 15th day of NOVEMBER 1976
[Signature]

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

742769

DESERET III
ADDENDUM NO. 1

REGARDING WATER SUPPLY

Nov 17 12 04 PM '77

VERNER MILLER, AUDITOR
DEPUTY

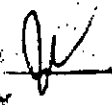
RECORDED IN VOL 337

Let it be known to all prospective buyers and sellers that adequate domestic water supply will become available to those lots above the 630 foot elevation upon completion of the Zone 3 East Reservoir, or sooner, if so determined by the City of Kennewick. Let it be further known that the issuance of building permits by Benton County on these lots above the 630 foot elevation shall be contingent upon receiving verification that adequate domestic water supply is available. Adequate water supply shall be confirmed in writing by the City of Kennewick. Confirmation shall be filed and recorded with the Benton County Auditor and shall make this Addendum No. 1 null and void.

Those lots above the 630 foot elevation, as determined by the City of Kennewick, are listed below:

- 60
- 61
- 62
- 63
- 64
- 65
- 66

INDEXED BY _____
CHECKED BY _____



November 17, 1977