

FEE No. 303119

PROTECTIVE COVENANTS
OF
EASTGATE SUBDIVISION

Filed for Record FEB 10 1953
Register of Howard M. Stewart

KENNEWICK, WASHINGTON.

713 East 15th, Kennewick, Wash.
R. E. WISE, Clerk

Know all men by these presents: That the undersigned being all the persons having any interest in the property covered by the Plat of "Eastgate Subdivision" Kennewick, Benton County, Washington as recorded in Vol. 2 of Plats Page 87, 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, 1972 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 situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violations.

Invalidation of any 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 lots in the tract shall be known and be described as residential lots.
2. 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 shall be located nearer than 5 feet to any side lot line.
3. No noxious or offensive trade or activity, tavern or club dispensing beer, wine or intoxicating liquor by the drink 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.
4. No trailer, basement, tent, shack, garage, barn or other outbuilding 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 after April 1st, 1954.
5. The grantor for themselves and their successors and assigns dedicate easements for public utility purposes over the public utility easement strips shown in the recorded plat. Said easements are hereby granted to maintain, construct, reconstruct, and repair, sewer lines, domestic water and irrigation water pipelines, telephone lines and lines for the delivery of electrical energy as the same are constructed and installed at the time of the conveyance of each of the lots in said plat. Whenever the use of said easements or any of them shall cease, the same shall revert to the owners of the land affected by said easement.

6. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance including finished painting within 12 Months from date of commencement of construction.

7. 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.

8. No dwelling costing less than \$6000.00 shall be permitted on any lot, based upon cost levels 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 the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 700 square feet in the case of a one-story, nor less than 650 square feet in the case of a one and one half story structure.

9. No fence, wall, hedge or mass planting other than foundation planting shall be permitted between the street line and the minimum setback line of main building.

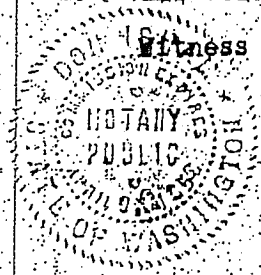
10. Should a house or structure be moved from another location to any lot in this subdivision it shall meet the conditions as set forth in paragraph 8 above and be placed on a permanent foundation and newly painted within 90 days from date of moving.

Howard M. Fluharty
Helen E. Fluharty

STATE OF WASHINGTON } S.S.
COUNTY OF BENTON

I, Don Ischa, Notary Public in and for the County and State aforesaid hereby certify that on the 18th day of February A. D. 1953 personally appeared before me Howard M. Fluharty and Helen E. Fluharty, husband and wife, to me known to be the persons whose names appear on the foregoing instrument and acknowledged before me they signed the same as their free and voluntary act and deed.

Witness my hand and seal the day and year above written.



Don Ischa
Notary Public in and for the State of Washington residing at Threemile Fork
My commission expires April 9, 1956