

Ben Blair

JUN 13 12 12 PM '68

INDEXED BY

CHECKED BY

PROTECTIVE COVENANTS FOR EMPIRE LAKESIDE ESTATES

1 MONITOR

2

3 240

4 This plat and dedication are made subject to the following  
5 restrictions and covenants which run with the land and shall be  
6 binding on all parties and all persons claiming under them until  
7 January 1, 1980, at which time said covenants shall be automatically  
8 extended for successive period of 10 years, unless by vote of a  
9 majority of the then owners of the lots it is agreed to change  
10 said covenants in whole or in part.

11 If the parties hereto, or any of them, or their heirs  
12 or assigns shall violate or attempt to violate any of the covenants  
13 herein, it shall be lawful for any other person or persons owning  
14 any real property situated in said development or subdivision to  
15 prosecute any proceedings at law or in equity against either or  
16 prevent him or them from so doing or to recover damages for such  
17 violation.

18 Invalidation of any one of these covenants by judgment  
19 or court order shall in no way effect any of the other provisions  
20 which shall remain in full force and effect.

21 1. All lots in the tract shall be known and described  
22 as residential lots. All use of the premises shall conform to  
23 residential purposes.

24 2. Minimum building setbacks and sidelines will be  
25 according to the Benton County Zoning Ordinance.

26 3. No residential structure shall be erected or placed  
27 on any lot, which lot has an area less than 10,000 square feet or  
28 a width of less than 60 feet at the front building setback line.

29 4. No noxious or offensive trade, or activity, tavern,  
30 or club dispensing beer, wine or intoxicating liquor by the drink  
31 shall be carried upon any lot or shall anything be done thereon  
32 which may be or become an annoyance or a nuisance to the neighborhood.

33 5. No trailer, basement, tent, shack, garage, barn or

Ben Blair  
Matthew A. 1, Box 153  
KENNEWICK, WASH.

1 other outbuilding erected in the tract shall at anytime be used a  
2 a residence temporarily or permanently, nor shall any structure of  
3 a temporary character be used as a residence.

4 6. No dwelling costing less than \$24,000 shall be per-  
5 mitted on any residential lot in the tracts. The ground floor  
6 area of main structure, exclusive of porches and garages, shall be  
7 no less than 1500 square feet in case of a one-story structure,  
8 and in the case of a one and one-half story, shall be not less  
9 than 1200 square feet, exclusive of porches and garages.

10 7. Any dwelling or structure erected or placed on any  
11 lot in this subdivision shall be completed as to external appear-  
12 ance including finished painting of all wood structure within one  
13 year of date of commencement for construction.

14 8. Until such time as sanitary sewer system shall have  
15 been constructed to serve this subdivision, a sewage disposal  
16 system constructed in accordance with the requirements of the  
17 Public Health Authority with jurisdiction shall be installed to  
18 serve each dwelling. The effluent from septic tanks shall not be  
19 permitted to discharge into a stream, storm sewer, open ditch or  
20 drain unless it has been first passed through an absorption field  
21 approved by the Public Health Authority.

22 9. No dwelling or structure shall be placed or erected  
23 on any lot, other than the new construction, and that all construc-  
24 tion shall be equal to or exceed minimum Federal Housing Authority  
25 specifications for residential housing. No owner shall move a  
26 house or other building onto the premises.

27 10. Only one story (above ground) structures shall be  
28 built on lots in Block One. Day-light basements, Split levels  
29 and One and a half story structures will be permitted on lots in  
30 Blocks 2, 3 and 4. All two story (above ground) structures will  
31 be erected only in Blocks 2 and 4. One story structures shall be  
32 permitted on all lots.

1 11. All fences must be of good appearance and not to  
2 exceed six feet in height, not extend beyond the front house line  
3 or erected in a manner or location that will obstruct view of ad-  
4 jacent lot owners. Trees and hedges must be planted so as not to  
5 overlap lot lines and with consideration given to adjoining lot  
6 owners. No wire fencing of any kind shall be used excepting chain  
7 link fences.

8 12. Lawns to be planted within six months after comple-  
9 tion of construction and continually maintained.

10 13. No owner or occupant of any lot shall keep any  
11 animal on the premises except cats and dogs or normal household  
12 pets. No barns or sheds of any kind shall be built on the premises.

13 EXECUTED this 14th day of June 1968.

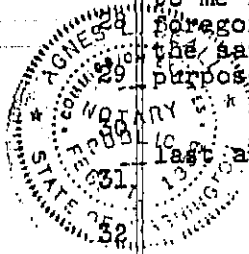
14 Ben Blair  
15 BEN BLAIR  
16 Wilma Blair  
17 WILMA BLAIR  
18 Wert O. Russert  
19 Wert O. Russert  
20 Thelma D. Russert  
21 Thelma D. Russert  
22 \_\_\_\_\_  
23 Wayne L. Chase  
24 \_\_\_\_\_  
25 Dorothy A. Chase

24 STATE OF WASHINGTON )  
25 ) ss  
26 County of Benton )

26 I, the undersigned, a Notary Public in and for the State  
27 of Washington, hereby certify that on this 14th day of June,  
28 1968, personally appeared before me, BEN BLAIR and WILMA BLAIR,  
29 to me known to be the individuals described in and who executed the  
30 foregoing instrument and acknowledged that they signed and sealed  
31 the same as their free and voluntary act and deed, for the uses and  
32 purposes therein mentioned.

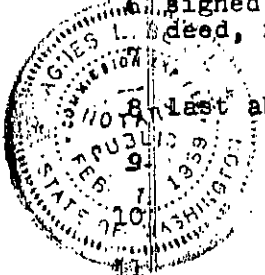
GIVEN under my hand and official seal, the day and year  
last above written.

Agnes L. Deuel  
Notary Public in and for the State of  
Washington, residing at Kennewick.



1 STATE OF WASHINGTON )  
2 County of Benton ) ss

3  
4 I, the undersigned, a Notary Public in and for the State  
5 of Washington, hereby certify that on this 13th day of June,  
6 1968, personally appeared before me, WERT O. RUSSERT and THELMA  
7 D. RUSSERT, to me known to be the individuals described in and  
8 who executed the foregoing instrument and acknowledged that they  
9 signed and sealed the same as their free and voluntary act and  
10 deed, for the uses and purposes therein mentioned.



11 GIVEN under my hand and official seal the day and year  
12 last above written.

James L. Deane  
Notary Public in and for the State  
of Washington, residing at Kennewick.

12 STATE OF WASHINGTON )  
13 County of Benton ) ss

14 I, the undersigned, a Notary Public in and for the State  
15 of Washington, hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_  
16 1968, personally appeared before me, WAYNE L. CHASE and DOROTHY  
17 A. CHASE, to me known to be the individuals described in and  
18 who executed the foregoing instrument and acknowledged that they  
19 signed and sealed the same as their free and voluntary act and  
20 deed, for the uses and purposes therein mentioned.

21 GIVEN under my hand and official seal the day and year  
22 last above written.

\_\_\_\_\_  
Notary Public in and for the State  
of Washington, residing at Kennewick.

23  
24  
25  
26  
27  
28  
29  
30  
31  
32

①

WV 248 PAGE 481

AMENDMENT OF PROTECTIVE COVENANTS FOR  
EMPIRE LAKESIDE ESTATES

The undersigned being the owners of all property within Blocks 1, 2, 3 and 4 of Empire Lakeside Estates, according to official plat thereof, records of Benton County, Washington, do hereby agree that the Protective Covenants executed covering the above premises and recorded June 13, 1968, under Auditor's File No. 591593, are hereby amended in the following respect, to-wit:

Paragraph 10 of said Protective Covenants is amended to permit the construction of a split level home on Lot 2, Block 1, Empire Lakeside Estates.

In all other respects the Protective Covenants remain in full force and effect.

Dated this 30th day of June, 1969.

TT  
JUL 28 9 30 AM '69  
RECORDED BY [Signature]  
INDEXED BY [Signature]  
CHECKED BY [Signature]

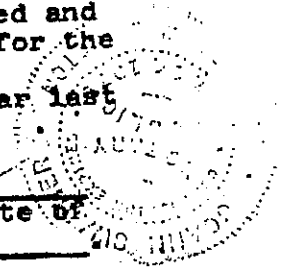
Ben Blair  
W. J. [Signature]  
W. J. [Signature]  
Wilma Blair  
W. J. [Signature]  
Franklin R. Standen

STATE OF WASHINGTON )  
County of Benton ) ss.

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 27 day of June, 1969, personally appeared before me Ben Blair, W. J. [Signature] to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

Joann Swann  
Notary Public in and for the State of  
Washington, residing at Pass



Mail to -  
TT  
Kennebec, Wash.

AMENDMENT OF PROTECTIVE COVENANTS FOR  
EMPIRE LAKESIDE ESTATES

The undersigned being a mortgage holder of property within Blocks 1, 2, 3, and 4 of Empire Lakeside Estates, according to official plat thereof, records of Benton County, Washington, do hereby agree that the Protective Covenants executed covering the above premises and recorded June 13, 1968, under Auditor's File No. 591593, are hereby amended in the following respect, to-wit:

Paragraph 10 of said Protective Covenants is amended to permit the construction of a split level home on Lot 2, Block 1, Empire Lakeside Estates.

In all other respects the Protective Covenants remain in full force and effect.

Dated this 30th day of June, 1969.

Certificate on file with the Treasury Department, Division of Loans and Currency, shows that officers of this branch do not have access to the corporate seal.

STATE OF WASHINGTON )  
County of Benton ) ss.

(Mortgagee)  
KENNEWICK BRANCH  
National Bank of Commerce of Seattle

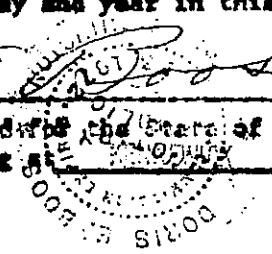
[Signature]  
Vice President and Manager

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 2 day of July, 1969, personally appeared before me, [Signature] and [Signature], to be known to me as [Signature] Vice President and Manager and [Signature], respectively, of

~~National Bank of Commerce of Seattle~~ 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 he is 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 [Address]

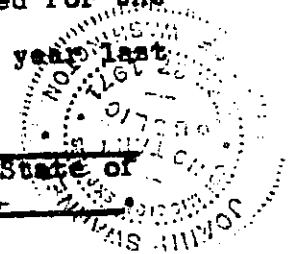


STATE OF WASHINGTON )  
County of Benton ) ss.

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 30 day of June, 1969, personally appeared before me Ben Blair and Wilma Blair to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

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



STATE OF WASHINGTON )  
County of Benton ) ss.

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 18 day of July, 1969, personally appeared before me Franklin R. Stetson & Mary L. Stetson to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

Joann Swanson  
Notary Public in and for the State of  
Washington, residing at Passo



AMENDMENT OF PROTECTIVE COVENANTS FOR  
EMPIRE LAKESIDE ESTATES

The undersigned being one of the owners of property within Blocks 1, 2, 3 and 4 of Empire Lakeside Estates, according to official plat thereof, records of Benton County, Washington, do hereby agree that the Protective Covenants executed covering the above premises and recorded June 13, 1967, under Auditor's File No. 591593, are hereby amended in the following, respect, to-wit:

Paragraph 10 of said Protective Covenants is amended to permit the construction of a split level home on Lot 2, Block 1, Empire Lakeside Estates.

In all other respects the Protective Covenants remain in full force and effect.

Witness my hand and seal this 12th day of June, 1969.

Wayne L. Chase  
Dorothy A. Chase

STATE OF PENNA. )  
County of ALLEGHENY

I, the undersigned, a notary public in and for the State of PENNA., hereby certify that on this 12th day of JULY, 1969, personally appeared before me WAYNE L. CHASE, DOROTHY A. CHASE to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

William J. Hays  
Notary Public in and for the State  
of \_\_\_\_\_ residing at \_\_\_\_\_

WILLIAM J. HAYS, NOTARY PUBLIC  
BLAWNOX BOROUGH, ALLEGHENY COUNTY  
MY COMMISSION EXPIRES MAY-12, 1973  
Member, Pennsylvania Association of Notaries


AMENDMENT OF PROTECTIVE COVENANTS FOR  
EMPIRE LAKESIDE ESTATES

The undersigned being a mortgage holder of property within Blocks 1, 2, 3, and 4 of Empire Lakeside Estates, according to official plat thereof, ~~records of Multnomah County, Oregon~~, do hereby agree that the Protective Covenants executed covering the above premises and recorded June 13, 1968, under Auditor's File No. 591593, are hereby amended in the following respect, to-wit:

Paragraph 10 of said Protective Covenants is amended to permit the construction of a split level home on Lot 2, Block 1, Empire Lakeside Estates.

In all other respects the Protective Covenants remain in full force and effect.

Dated this 30th day of June 1968.

  
Wayne L. Miller  
Wayne L. Miller Assistant Vice President  
L. R. Davis  
L.R. Davis Assistant Secretary

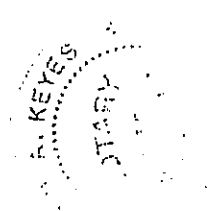
STATE OF OREGON )  
County of Multnomah ) SS.

I, the undersigned, a notary public in and for the State of Oregon hereby certify that on this 15th day of July 1969, personally appeared before me, Wayne L. Miller and L. R. Davis, to me known to be the Assistant Vice President and Assistant Secretary, respectively, of Equitable Savings and Loan Association, 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 are 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.

John B. Keyes  
Notary Public in and for the State of Oregon

My commission expires: September 15, 1970



after recording, return  
to:  
ROGER GRAY  
719 Eastlake Dr.  
Kennewick, WA  
99336

AMENDMENT OF PROTECTIVE COVENANTS  
FOR  
EMPIRE LAKESIDE ESTATES

FILED BY \_\_\_\_\_  
*Loney Weather & Packer*  
JUL 14 9 11 AM '71  
VENNER MILLER, AUDITOR  
DEPUTY  
RECORDED IN VOL. 263

INDEXED BY [Signature]  
CHECKED BY [Signature]

The undersigned, being the owners of all property with-  
in Blocks 1, 2, 3 and 4 of Empire Lakeside Estates, according to  
the official plat thereof, records of Benton County, Washington, do  
hereby agree that the Protective Covenants executed covering the  
above premises and recorded June 13, 1968, under Auditor's File No.  
591593, are hereby amended in the following respect, to-wit:

Paragraph 1 of said Protective Covenants is hereby  
amended to permit the operation of a pre-school by Roger Gray and  
Mrs. Roger Gray at their home at 719 Eastlake, Kennewick, Washington,  
and more particularly described as:

Lot 3, Block 1, Empire Lakeside Estates  
according to the official plat thereof,  
records of Benton County, Washington

provided, however, that the operation of the pre-school shall be  
accomplished without alteration of the exterior of the premises above  
described; that there will be no signs or symbols placed on the above  
described property indicating operation of a pre-school; that there  
will be allowed no planned outdoor activities for the children con-  
ducted in the front or on the sides of the above described property;  
that there will be allowed no outside bells, buzzers or auditory de-  
vices, signals, in connection with the operation of the pre-school.  
That this right, granted for the operation of the pre-school at the  
above described property, shall cease on the vacation of the premises  
by the now owners thereof, Roger Gray and Mrs. Roger Gray.

DATED this 1st day of July, 1971.

[Signature]  
Name

715 EASTLAKE DR.  
Address

[Signature]  
Name

817 Eastlake Dr.  
Address

Catherine L Coleman  
Name

715 Eastlake Dr.  
Address

[Signature]  
Name

917 Eastlake, Dr.  
Address

[Signature]  
Name

817 Eastlake Dr.  
Address

[Signature]  
Name

917 Eastlake Dr.  
Address

Mark J. Lofgren

Name

801 Parkside Dr

Address

Pat Lofgren

Name

801 Eastlake

Address

Ben Blair

Name

Rt # 2 Box 2539

Address

Kennett Wash

Wilma Blair

Name

Rt 2. Kennewick wa

Address