

PROTECTIVE COVENANTS

Covering Replat of Foster's Addition to Pasco, Washington

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS heretofore a plat of Foster's Addition to the City of Pasco, Franklin County, Washington, has been filed with the Franklin County Auditor and Protective Covenants relating to said plat and all of the land covered thereby have been recorded with the Franklin County Auditor on the 20th day of April 1951 under auditor's file No. 136912, in volume B of plats at page 81, and

WHEREAS said original plat of Foster's Addition has been vacated and a new plat thereof has been filed and it is desired to establish protective Covenants covering said Replat of Foster's Addition to Pasco, Washington, fully and completely superseding the Protective Covenants heretofore filed and recorded as hereinabove set forth,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Mae Foster and Mae Foster, Executrix of the Estate of Leslie G. Foster, deceased Clayton Glenn Clapper and Gloria M. Clapper, his wife, First Federal Savings and Loan Association of Walla Walla, a Washington corporation, and E. A. Spurgeon and Bertha Spurgeon, his wife the owners of the following described real property:

Lots 1 to 25 Inclusive, Block 1; Lots 1 to 33 Inclusive Block 2, Lots 1 to 27 Inclusive Block 3, Lots 1 to 24 Inclusive Block 4, Lots 1 to 32 Inclusive Block 5, Lots 1 to 25 Inclusive Block 6 Lots 1 to 20 Inclusive Block 7 and Lots 1 to 15 Inclusive Block 8, all in Replat of Foster's Addition to the City of Pasco, Franklin County, Washington,

do hereby declare the following protective covenants, conditions and reservations as established pertaining to all of the property hereinabove described, recorded with the Franklin County Auditor on the 20th day of September, 1951 under Auditor's file No. 139951, in Volume B of plats, page 82.

This plat and dedication are made subject to the following restrictions and covenants which run with the land and shall be binding on all parties and all persons claiming under then for a period of twenty-five (25) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the of the then owners of the lots has been recorded, agreeing 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 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 covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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

ONE: All lots in the tract shall be known and be described as residential lots except that lot 15 in Block 8 shall be known as a commercial lot and shall be subject to restrictions set forth in paragraph One-A hereof. No structures shall be erected, altered, placed or be permitted to remain on any residential building plat other than one detached single-family dwelling, or one multiple dwelling unit, not to exceed two and one-half stories in height, and a private garage for not more than two cars in the case of a single family dwelling and for not more than four cars in the case of a multiple dwelling.

One-A Commercial lots can be used only for the following purposes: any use permitted in a Class R-1 and Class R-2 residential district as defined by the Zoning Ordinances of the city of Pasco and in addition thereto commercial lots may be used for retail stores and

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shops limited to uses needed to serve a residential district, including, without limitation of the foregoing, grocery store, meat shop, retail bakery, drug store, confectionery, personal service establishment, motion picture theatre, or automotive service station without repair shop. Structures upon commercial lots shall be subject to the restrictions herein contained in paragraphs Five, Six, and Nine of these covenants.

**TWO:** No building shall be erected, placed, or altered on any lot in this subdivision until the external design and location thereof have been approved in writing by the neighborhood committee, which shall be appointed or elected by the owner or owners of a majority of the lots which are subject to the covenants herein set forth; provided, however, that, if such committee fails to approve or disapprove such design and location within thirty (30) days after such plans have been submitted to it, or if no suit to enjoin the erection of such buildings or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required.

**THREE:** No building shall be located nearer than twenty (20) feet to the front lot line or nearer than twenty (20) feet to the side street line. No building, except a detached garage or other outbuilding located seventy (70) feet or more from the front lot line shall be located nearer than five (5) feet to any side lot line.

**FOUR:** No dwelling shall be erected or placed on any lot having a width of less than fifty (50) feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than fifty-five hundred (5500) square feet.

**FIVE:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

**SIX:** No structure of a temporary character, trailer, basement, tent, shack, barn, or other outbuilding shall be used on any lot at any time, either temporarily or permanently, except during the period of actual construction of a permanent structure on said lot.

**SEVEN:** No dwelling shall be permitted on any lot at a cost <sup>or</sup> less than Five Thousand Dollars (\$5,000) based upon cost levels prevailing on the date these covenants are recorded it being the intention and purpose of these covenants 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 be not less than seven hundred (700) square feet for a one-story dwelling, nor less than six hundred and fifty (650) square feet in the case of a one and one half, two, or two and one-half story structure.

**EIGHT:** The grantors, for themselves and their grantees, successors, and assigns, do hereby dedicate the plat above described, subject to utility easements over, across and under the lots as indicated by the hyphenated lines and designated as utility easements on the face of the recorded plat. Said easements shall become effective if and when said utilities are constructed and installed. Permission is hereby granted to provide access upon dedicated utility easements at all times for necessary servicing of utilities.

**NINE:** Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finished painting within eight (8) months from date of commencement of construction.

**TEN:** No fence, wall, hedge, or mass planting other than foundation planting shall be permitted between the street line and the minimum set-back line of main building.

**ELEVEN:** 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 they are not kept, bred, or maintained for any commercial purpose.

IN WITNESS WHEREOF, the undersigned have signed and sealed this protective Covenants on the day set after their respective names, all in the month of September, 1951.

Mae Foster,  
Mae Foster, a widow

Clayton Glenn Clapper  
Clayton Glenn Clapper

Mae Foster  
Mae Foster, as executrix of the  
Estate of Leslie G. Foster,  
Deceased

Gloria M Clapper  
Gloria M Clapper

FIRST FEDERAL SAVINGS AND LOAN  
ASSOCIATION OF WALLA WALLA, a  
Washington corporation

E. A. Spurgeon  
E. A. Spurgeon

By E. G. Dean  
E. G. Dean President

Bertha M Spurgeon  
Bertha M Spurgeon

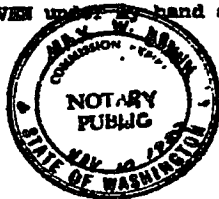
By L. C. Wetzel  
L. C. Wetzel Secretary



STATE OF WASHINGTON :  
                          : ss.  
COUNTY OF FRANKLIN :

On this 21 day of September, 1951, before me the undersigned, a Notary Public in and for said county and state, personally appeared MAE FOSTER, individually and as Executrix of the Estate of Leslie G. Foster, deceased, known to me to be the individual described in the foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed as individual and as Executrix of the estate of Leslie G. Foster, deceased, for the uses and purposes therein set forth.

GIVEN under my hand and official seal the day and year in this certificate first above written.

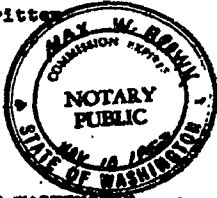


Max W. Brown  
Notary Public in and for the State of Washington,  
residing at Pasco

STATE OF WASHINGTON :  
                          : ss.  
COUNTY OF FRANKLIN :

On this 20 day of September, 1951 before me the undersigned, a notary Public in and for the County and state, personally appeared CLAYTON GLENN CLAPPER and GLORIA M. CLAPPER individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and official seal the day and year in this certificate first above written.



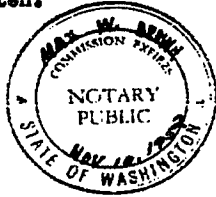
Max W. Brown  
Notary Public in and for the State of Washington  
residing at Pasco

STATE OF WASHINGTON :  
                          : ss.  
COUNTY OF FRANKLIN :

On this 20 day of September, 1951, before me, the undersigned a Notary Public in and for said county and state, personally appeared E. A. SPURGEON and BERTHA M. SPURGEON, known to me to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

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FRANKLIN COUNTY, WASHINGTON

GIVEN under my hand and official seal the day and year in this certificate first above written.



Max W. Brown

Notary Public in and for the State of Washington  
Residing at Pasco

STATE OF WASHINGTON :  
  : ss.  
COUNTY OF WALLA WALLA :

On this 20th day of September, 1951 before me, the undersigned, a Notary Public in and for said county and State, duly commissioned and sworn, personally appeared F. G. DEAN and L. C. WETZEL, to me known to be the President and Secretary, respectively, of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WALLA WALLA, 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 were 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.



S. J. Dean

Notary Public in and for the State of Washington  
residing at Walla Walla

Filed for record Sept 21, 1951 at 4:40 P.M. BY Franklin Benton Title Co.

Mail to Wendell Brown Pasco

RUTH LIVINGSTON COUNTY AUDITOR

LR Fee \$3.40

Recorded LR  
Filed LR-LR  
Signed Direct  
Notary Seal

DEED RECORD No. 77

FRANKLIN COUNTY, WASHINGTON

142971

AJW:K 1-9-52 AMENDMENT TO PROTECTIVE COVENANTS

Covering Replat of Foster's Addition to Pasco, Washington

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, on the 20th and 21st days of September, 1951, Mae Foster individually and as Executrix of the Estate of Leslie G. Foster, deceased, Clayton Glenn Clapper and Gloria M. Clapper, his wife, First Federal Savings and Loan Association of Walla Walla, a Washington corporation, and E. A. Spurgeon and Bertha Spurgeon, his wife, executed Protective Covenants covering the Replat of Foster's Addition to Pasco, Washington, which document was subsequently recorded in the office of the County Auditor of Franklin County under Auditor's Receiving No. 140021, in Volume 76 of Deeds, at page 107, records of said County, and

WHEREAS it is the desire of the undersigned to amend paragraphs ONE and ONE-A of said Protective Covenants relating to the Replat of Foster's Addition to Pasco, Washington,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Mae Foster individually and as Executrix of the Estate of Leslie G. Foster, deceased, Clayton Glenn Clapper and Gloria M. Clapper, his wife, First Federal Savings and Loan Association of Walla Walla, a Washington corporation, E. A. Spurgeon and Bertha Spurgeon, his wife, Modern Home Builders, Inc., a Washington corporation, and Sherwood A Roberts., Inc., a Washington corporation, do hereby declare that they adopt the following amended paragraphs ONE and ONE-A of said Protective Covenants and establish the said Amended Protective Covenants as pertaining to all of the following described real property

- Lots 1 to 25 inclusive, Block 1; Lots 1 to 33 inclusive, Block 2;
  - Lots 1 to 37 inclusive, Block 3; Lots 1 to 24 inclusive, Block 4;
  - Lots 1 to 32 inclusive, Block 5; Lots 1 to 25 inclusive, Block 6;
  - Lots 1 to 20 inclusive, Block 7; and Lots 1 to 15 inclusive, Block 8,
- All in Replat of Foster's Addition to the City of Pasco, Franklin County, Washington.

It is the intention by this document to preserve all of said Protective Covenants without change except for the provisions of paragraphs ONE and ONE-A thereof which shall hereafter be established as follows:

ONE: All lots in the tract shall be known and be described as residential lots, except that Lot 15, Block 8 shall be known as a commercial lot and shall be subject to ~~restrictions set forth in paragraph One A hereof. No structures shall be erected, altered, placed, or be permitted to remain on any residential building plat other than one detached single-family dwelling, (except that on each of Lots 9 through 14 in Block 8 and on each of Lots 16 through 22 in Block 2 one four-unit one-story apartment building may be constructed) and a private garage for not more than two cars in the case of a single-family dwelling and for not more than four cars in the case of a multiple dwelling.~~

ONE-A: Commercial lots can be used only for the following purposes: any use permitted in a Class R-1 and Class R-2 Residential district as defined by the Zoning Ordinances of the City of Pasco and in addition thereto Commercial lots may be used for retail stores and shops limited to uses needed to serve a residential district, including, without limitation of the foregoing, grocery store, meat shop, retail bakery, drug store, confectionery, personal service establishment, motion picture theatre, or automotive service station without repair shop. Structures upon commercial lots shall be subject only to the restrictions herein contained in paragraphs FIVE, SIX, AND NINE of these Covenants.

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142971

IN WITNESS WHEREOF, the undersigned have signed and sealed this Amendment to Protective Covenants on the days set after their respective names, all in the month of

January, 1952.

Mae Foster  
Mae Foster, a widow

Clayton Glenn Clapper  
Clayton Glenn Clapper

Mae Foster  
Mae Foster, as Executrix of the  
Estate of Leslie G. Foster, deceased

Gloria M. Clapper  
Gloria M. Clapper

FIRST FEDERAL SAVINGS AND LOAN  
ASSOCIATION OF WALLA WALLA, a  
Washington corporation

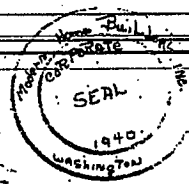
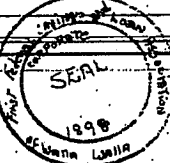
E. A. Spurgeon  
E. A. Spurgeon

By E. G. Dean  
E. G. Dean, President

Bertha M. Spurgeon  
Bertha M. Spurgeon

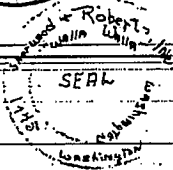
By L. C. Wetzel  
L. C. Wetzel, Secretary

MODERN HOME BUILDERS, INC.,  
A Washington corporation



By G. O. Medack  
G. O. Medack, President

By R. W. Bishop Jr  
R. W. Bishop, Jr., Secretary



SHERWOOD & ROBERTS, INC.,  
a Washington corporation

By Donald H. Sherwood  
President

By Edgar M. Thornton  
Asst. Secretary

STATE OF WASHINGTON :  
COUNTY OF FRANKLIN : ss.

On this 9th day of January, 1952, before me, the undersigned, a Notary Public in and for said County and State, personally appeared MAE FOSTER, individually and as Executrix of the Estate of Leslie G. Foster, deceased, known to me to be the individual described in the foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed as an individual and as Executrix of the Estate of Leslie G. Foster, deceased, for the uses and purposes therein set forth.

GIVEN under my hand and official seal the day and year in this certificate first above written.

Wendell P Brown  
Notary Public in and for the State  
of Washington, residing at Pasco

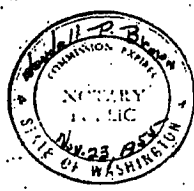


STATE OF WASHINGTON :  
COUNTY OF FRANKLIN : ss.

On this 21st day of January, 1952, before me, the undersigned, a Notary Public in and for said County and State, personally appeared CLAYTON GLENN CLAPPER and GLORIA M. CLAPPER, known to me to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

GIVEN under my hand and official seal the day and year in this certificate first above written.

Wendell P Brown  
Notary Public in and for the State  
of Washington, residing at Pasco



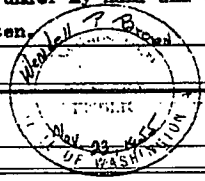
# DEED RECORD No. 77

FRANKLIN COUNTY, WASHINGTON

142977

STATE OF WASHINGTON : ss.  
 COUNTY OF FRANKLIN :  
 On this 21st day of January, 1952, before me, the undersigned, a Notary Public in and for said County and State, personally appeared E. A. SPURGEON and BERTHA M. SPURGEON known to me to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

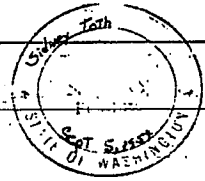
GIVEN under my hand and official seal the day and year in this certificate first above written



Wandell P Brown  
 Notary Public in and for the State of Washington, residing at Pasco

STATE OF WASHINGTON : ss.  
 COUNTY OF WALLA WALLA :  
 On this 16th day of January, 1952, before me, the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared E. G. DEAN and L. G. WETZEL, to me known to be the President and Secretary, respectively, of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WALLA WALLA, 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 were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

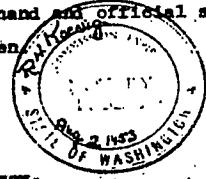
WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Sidney Toth  
 Notary Public in and for the State of Washington, residing at Walla Walla

STATE OF WASHINGTON : ss.  
 COUNTY OF KING :  
 On this 12th day of January, 1952, before me, the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared G. O. MEDACK and R. W. BISHOP, JR., to me known to be the President and Secretary, respectively, of MODERN HOME BUILDERS, INC., 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 were 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



R H Koenig  
 Notary Public in and for the State of Washington, residing at Seattle

STATE OF WASHINGTON : ss  
 COUNTY OF Walla Walla :  
 On this \_\_\_\_ day of January, 1952, before me, the undersigned, a Notary Public in

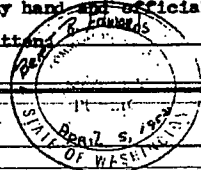
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142971

and for said County and State, duly commissioned and sworn, personally appeared Donald Sherwood and Edgar M. Thornton to me known to be the President and Secretary, respectively, of SHAWWOOD & ROBERTS, INC., 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 were 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.



Bert R Edwards

Notary Public in and for the State of Washington, residing at Walla Walla, Wash.

The undersigned purchasers of lots in said plat hereinbefore referred to, hereby join in and approve the foregoing amendment to Protective Covenants on the date set after their respective names:

Richard C. Fluharty  
Richard C. Fluharty

Lia R. Fluharty  
Ida R. Fluharty

Gerald Colkitt  
Gerald Colkitt

Margaret Louise Colkitt  
Margaret Louise Colkitt

Harry T. McCall  
Harry T. McCall

Vivian E. McCall  
Vivian E. McCall

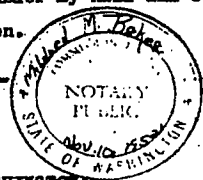
Charles D Wallace  
Charles D. Wallace

Helen V. Wallace  
Helen V. Wallace

STATE OF WASHINGTON : ss.  
COUNTY OF FRANKLIN :

On this 21st day of February, 1952, before me, the undersigned, a Notary Public in and for said County and State, personally appeared CHARLES D. WALLACE and HELEN V. WALLACE, known to me to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

GIVEN under my hand and official seal the day and year in this certificate first above written.



Mildred M. Baker

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

STATE OF WASHINGTON : ss.  
COUNTY OF FRANKLIN :

On this 21st day of February, 1952, before me, the undersigned, a Notary Public in and for said County and State, personally appeared RICHARD C. FLUHARTY and IDA R. FLUHARTY, known to me to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

GIVEN under my hand and official seal the day and year in this certificate first

DEED RECORD No. 77

FRANKLIN COUNTY, WASHINGTON

142971

above written



Mildred M. Baker  
Notary Public in and for the State  
of Washington, residing at Pasco

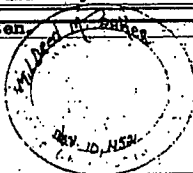
STATE OF WASHINGTON:

COUNTY OF FRANKLIN:

On this 20th day of February, 1952 before me, the undersigned, a Notary Public in and for said County and State, personally appeared GERAUD COLKITT and MARGARET LOUISE COLKITT, known to me to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

GIVEN under my hand and official seal the day and year in this certificate first

above written



Mildred M. Baker  
Notary Public in and for the State  
of Washington, residing at Pasco.

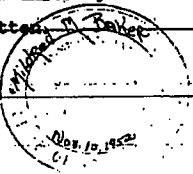
STATE OF WASHINGTON:

COUNTY OF FRANKLIN:

On this 20th day of February, 1952, before me, the undersigned, a Notary Public in and for said County and State, personally appeared HARRY T. MCCALL and VIVIAN E. MCCALL, known to me to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

GIVEN under my hand and official seal the day and year in this certificate first

above written



Mildred M. Baker  
Notary Public in and for the State  
of Washington, residing at Pasco.

Filed for Record Feb. 25, 1952 at 3:00 P. M. by Citizens Abstract Company.

NOTY PUBLICISTON COUNTY 1952

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cs

Fee \$5.00