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VERNON MAIER, REGISTER

RECORD

RECORDED IN VOLUME 224

PAGE 1

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A-1174, A-10324

PROTECTIVE COVENANTS - GREENFIELD TERRACE

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We, the undersigned, being all persons or corporations having any interest in the following described real property, to-wit:

Greenfield Terrace No. 1, according to plat thereof recorded in Volume 8 of Plats, Page 70, Records of Benton County, Washington.

do hereby declare the following restrictions and covenants which shall run with the land and shall be binding on all parties and their heirs, successors or assigns hereafter and until January, 1976, and shall thereafter be automatically extended for successive periods of five years, unless by a vote of the 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 their heirs, successors or assigns, shall violate or attempt to violate any of the following covenants, it shall be lawful for any other person or persons owning any real property situated in the above described area 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 request injunctive relief or damages for such violation. Invalidation of any one of the following covenants by a court of competent jurisdiction shall in no wise affect any of the other covenants which shall remain in full force and effect.

1. All lots in the tract shall be residential lots. All residences erected shall be single family dwellings. All residences on Lots 2 through 15 in Block 1, and 2 through 8, Block 2, may be single story or split level construction. Lots 1 through 5, Block 3, may be daylight basement construction. Lot 1, Block 1 and Lot 1, Block 2 may be one and one-half story. No residence on any lot except on Lots 1 of Blocks 1 and 2 may exceed twenty-two (22) feet in total building height above the

MacL...

1 present lot level measured at the main front door entrance of the
2 residence.

3 2. No building shall be erected, placed or altered on
4 any lot in this subdivision until the external design and location
5 thereof has been approved in writing by the neighborhood committee
6 which shall be appointed or elected by the owner or owners of the
7 majority of the lots which are subject to the covenants herein set
8 forth; provided, however, that if the committee fails to approve
9 or disapprove of such a design and location within 45 days after
10 such plans have been submitted to it, such approval will not be
11 required.

12 3. All buildings erected on the premises shall conform
13 to current FHA standards or better and shall contain not less than
14 1,300 square feet of minimum ground floor area, exclusive of
15 porches, breezeways, patios and garages. Any dwelling or structure
16 erected or placed on any lot in the plat shall be completed as to
17 external appearance, including painting, within one year from date
18 of start of construction, and shall have planted in front thereof
19 a lawn.

20 4. No trailer, tent, garage or other outbuilding shall
21 at any time be used as a residence temporarily or permanently,
22 nor shall any structure of a temporary character be used as a
23 residence.

24 5. No noxious or offensive trade or activity shall be
25 carried on on any lot nor shall anything be done thereon which
26 may be or become an annoyance or nuisance to the neighborhood.
27 No animals other than household pets shall be kept upon the
28 premises.

29 6. No buildings or parts thereof nor mobile homes may
30 be moved upon or kept upon any of the premises. This provision
31 shall not prohibit the keeping of an owned "camper" trailer, so
32 long as it is not used as a residence, and is not stored on the

1 streets.

2 7. All utilities shall be underground including all
3 utility connections between buildings on each individual lot and
4 any residence erected which is not all electric shall be assessed
5 \$250 by the neighborhood committee.

6 8. No buildings shall be located nearer than 25 feet
7 to the front lot line or nearer than 10 feet on the side lot line.

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

11 10. No front or back fences shall exceed four feet in
12 height except fencing which is directly around a swimming pool
13 which may be not more than six feet in height.

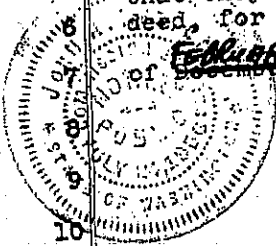
14 IN WITNESS WHEREOF, the parties hereto have set their
15 hands this 23rd day of ~~October~~ February 1966.

16 _____
 17 Virginia Cardman
 18 _____
 19 Roy Morrell
 20 Lillie Morrell
 21 _____
 22 Robert M. Ahiss
 23 Marion C. Ahiss
 24 _____
 25 George H. Smith
 26 Jewel Smith
 27 _____
 28 Jay Cutler
 29 Beverly Caruthers
 30 _____
 31 Ray F. Roland
 32 Ruby M. Roland

FIRST FEDERAL SAVINGS & LOAN ASSN.
 By Ray F. Roland

1 STATE OF WASHINGTON)
: ss.
2 County of Benton)

3 On this day personally appeared before me MANLY
4 CORDERMAN, VIRGINIA CORDERMAN, LESTER M. AKERS, MARION AKERS,
5 GEORGE N. SMITH, JEWEL L. SMITH, JERRY CRUTHERS and BEVERLY J.
CRUTHERS, to me known to be the individuals described in and who
executed the within and foregoing instrument, and acknowledged
that they signed the same as their free and voluntary act and
deed, for the uses and purposes therein mentioned.
Given under my hand and official seal this 23rd day
of December, 1966.



John A. Westland
Notary Public in and for the State of
Washington, residing at Kennewick.

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15 STATE OF WASHINGTON)
: ss.
16 County of Walla Walla)

17 On this day personally appeared before me Ray F
18 Courtway and _____, to me known to
be the President and _____ of FIRST
19 FEDERAL SAVINGS & LOAN ASSOCIATION, the association that executed
the foregoing instrument, and acknowledged the said instrument to
20 be the free and voluntary act and deed of said association, for
the uses and purposes therein mentioned, and on oath stated that
they are authorized to execute the said instrument.
21 Given under my hand and official seal this 1st day
of December, 1965.
22 March, 1966.

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

