

## PROTECTIVE COVENANTS

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2 163288

3 KNOW ALL MEN BY THESE PRESENTS: That the undersigned, being the owners  
4 of all the land and lots in Highland Acres, a subdivision within the County of  
5 Franklin, State of Washington, the plat of which is recorded in the office  
6 of the Auditor of said County under Auditor's File # 163287, do hereby  
7 declare that the following restrictions and covenants shall be restrictions  
8 and covenants running with the land and shall be binding on all parties and  
9 all persons claiming under them until January 1, 1980, at which time said  
10 restrictions and covenants shall automatically extend for successive periods  
11 of ten years, unless by a vote of the majority of the then owners of the lots  
12 it is agreed to change such restrictions and covenants in whole or in part.

13 If the parties hereto, or any of them, or their heirs, successors or  
14 assigns shall violate any of the covenants or restrictions herein contained,  
15 it shall be lawful for any other person or persons owning real property  
16 situated in said development or subdivision to prosecute any proceeding at  
17 law or in equity against the person or persons violating or attempting to  
18 violate any such covenants and either to prevent him or them from so doing, or  
19 to recover damages resulting from said violation.

20 Invalidiation of any of these covenants by judgment, court order,  
21 legislative enactment or otherwise shall in no wise affect any of the other  
22 provisions which shall remain in full force and effect.

23 1. The restrictions and covenants herein contained shall apply to all  
24 lots.

25 2. All lots in Highland Acres shall be known and described as residential  
26 lots, and no structures shall be erected, altered, placed or permitted to  
27 remain on any residential lot other than one detached, single-family dwelling  
28 and a private garage of no more than two car capacity.

29 3. No building shall be erected, placed, or altered on any lot in this  
30 subdivision until the external design and location thereof have been approved  
31 by the building inspector of Franklin County, or, if in the future Highland  
32 Acres is incorporated into the City of Pasco, then said approval may be by a

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1 a building inspector of the City of Pasco. All plans, setback and building  
2 designs shall be in strict conformance to the protective covenants and  
3 restrictions listed herein and the buildings along each street shall be so  
4 designed as to conform in height and general appearance with other buildings  
5 on such street already erected.

6 4. No building on any residential lot shall be located nearer than 25  
7 feet to the front lot line, and no house shall be located nearer than 10 feet  
8 to the side lot lines; no other building shall be located nearer than 5 feet to  
9 the side lot lines. A detached garage shall not be located less than 60 feet  
10 from the front lot line or less than 5 feet from any flanking street line and  
11 excepting that garages attached to or within the dwelling will be permitted  
12 regardless of this restriction. No building will be permitted to encroach on  
13 any utility easement provided for in said plat where such utility easement  
14 exist.

15 5. No dwelling containing less than 1,200 square feet shall be erected  
16 on any lot or lots contained in Highland Acres.

17 6. No noxious or offensive trade or activity shall be carried on within  
18 the platted property, nor shall anything be done thereon which may be or  
19 become an annoyance or nuisance to the neighborhood. No livestock or fowl may  
20 be permitted, maintained or kept upon any of the platted property with the  
21 exception of cattle and chickens, and after January 1, 1956, no cattle or  
22 chickens shall be allowed to remain or be kept upon the platted property.  
23 No farming operation shall be conducted upon the platted property after  
24 January 1, 1956.

25 7. No trailer, basement, tent, shack, garage, barn or other outbuilding  
26 shall be erected to be used as a residence temporarily or permanently nor  
27 shall any structure of a temporary character be used as a residence, with  
28 the exception that buildings now located on this platted property that would  
29 otherwise require destruction or removal by these restrictions need not be  
30 moved until D. W. Wilcox & Elenora I. Wilcox sell a lot in this plat in addition  
31 to the sale of Lot 2, Block 2 Highland Acres xxxxxx, or in any event not  
32 later than a year and one half from date.

MERRICK, MERRICK,  
PETERSON & MERRICK  
ATTORNEYS AT LAW  
114 1/2 5TH STREET  
PASCO, WASHINGTON

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8. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance including finished painting, within one year from the date of the commencement of construction.

Dated this 23 day of December, 1954.

*D W Wilcox*

D. W. Wilcox, whose name appears of record also as Deforest W. Wilcox

*Elenora I. Wilcox*

Elenora I. Wilcox

STATE OF WASHINGTON )  
County of Franklin ) ss.

On this day personally appeared before me D. W. WILCOX and ELENORA I. WILCOX, 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.

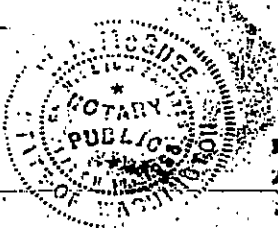
GIVEN under my hand and official seal this 23 day of December,

1954.

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*[Signature]*

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



PASCO, WASH.  
OFFICE OF THE AUDITOR  
FRANKLIN COUNTY, WASH.

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