

PROTECTIVE COVENANTS

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VOL

OF

HIGHLAND GARDENS

FEE No. 215863

Filed for Record APR 1 1948 9:47 A.M.
 Request of *Harley H. Piller* Kennewick, Wash. *Rtd*
 R. E. WISE, County Auditor

FROM ALL MEN BY THESE PRESENTS: That the undersigned, being all of the persons having any interest in the property covered by the plat of Highland Gardens, recorded in Volume 3 of Plats, page 57 in the office of the County Auditor of Benton County, Washington, do hereby declare the following restrictions and covenants which shall run with all of said land, and shall be binding on all parties and all persons claiming under them until January 1, 1973, 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; provided, however, that a majority of the owners of the lots in Highland Gardens, at any time, change any of these protective covenants, by a majority of said owners voting to do so, each owner having one vote, regardless of the number of lots which said owner may own, and provided that if any such change is made by such a vote, it shall not become effective until signed by those voting in favor thereof, and by having said signed change duly recorded in the miscellaneous records of Benton County, Washington.

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 situate in said development or residential district 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 violations.

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:

1. All lots in said plat shall be known and be described as residential lots. No structures shall be erected, altered, placed, or be permitted to remain on any residential building plat other than one detached single-family dwelling, not to exceed two stories in height, and a private garage for not more than two cars.

2. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be a nuisance to the neighborhood. No building shall be erected, placed, or altered, on any lot until the external design thereof has been approved by the Neighborhood Committee. All complaints with reference to violation of any provisions herein shall be referred to the Neighborhood Committee and passed upon by them, and their conclusions shall be final and binding.

Said Neighborhood Committee shall consist of three property owners who shall be elected annually on the first Monday in May, or each year by vote of all of the property owners in the Highland Gardens. In addition, each owner having one vote, and the members of said Committee shall hold office until their successors are elected and qualified. In the event of a vacancy on said Committee, the remaining members shall appoint a property owner to fill said vacancy, who shall complete the unexpired term of the vacant member.

3. No building shall be located nearer than 25 feet to the front lot line or nearer than 10 feet to the side street line. No building, except a detached garage or other outbuilding located 70 feet or more from the front lot line, shall be located nearer than eight feet to any side lot line.

4. No residential structure shall be erected or placed on any building plot which plot has an area of less than 8,000 square feet or a width of less than 25 feet at the front building setback line.

5. No trailer, basement, tent, shack, garage, barn, or other outbuilding of any kind whatsoever erected on the tract shall at any time be used as a permanent residence nor temporarily for more than six months.

6. No dwelling costing less than \$5,000.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of open porches and garages, shall be not less than 700 square feet in the case of a one-story structure, nor less than 650 square feet in the case of a one and one-half or two story structure.

7. 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.

8. No persons of any race other than the White or Caucasian race shall use or occupy any building or lot.

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 the main building.

IN WITNESS WHEREOF these presents have been executed this 31st day of March, 1946.

Harley E. Peter
Mildred A. Peter

STATE OF WASHINGTON)
) ss
COUNTY OF BENTON)

On this day personally appeared before me Harley E. Peter and Mildred A. Peter, husband and wife, 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.

WITNESS MY HAND and official seal this 31st day of March, 1946.

Harold E. Taylor
Notary Public in and for the State of
Washington, residing at Kennewick.

