

689609

Return to:  
AMERICAN PACIFIC CORPORATION  
... 132 VISTA WAY  
Kennewick, Washington 99336

VOL 301 PAGE 264

PROTECTIVE COVENANTS RUNNING WITH LAND

FOR

SECOND ADDITION TO HIGHLAND PARK

Recorded

Auditor's File No.

PIONEER NAT'L TITLE INS. CO.  
OCT 9 10 31 AM '75

VERNER HILLET, AUDITOR  
DEPUTY  
RECORDED BY 201

INDEXED BY Jm

CHECKED BY \_\_\_\_\_

THIS INDENTURE AND DECLARATION of covenants running with the land,

made this 7th day of October, 1975, by AMERICAN  
PACIFIC CORPORATION.

WITNESSETH:

WHEREAS, said parties are the owners in fee of Second Addition to Highland Park, an addition to Benton County, Washington, as recorded in Volume 9 of Plats, Page 36, records of Benton County, which property is located in Benton County, Washington, and

WHEREAS, it is the desire of said parties that said covenants be recorded and that said protective covenants be thereby impressed upon said land for the mutual benefit of all owners, present and future, now, therefore

IT IS HEREBY MADE KNOWN THAT said parties do by these presents make, establish, confirm and hereby impress upon the Second Addition to Highland Park, an addition to Benton County, Washington, according to plat thereof recorded in Volume 9 of Plats, Page 36, records of Benton County, Washington, which property is all located in Benton County, Washington, the following protective covenants to run with said land, and to hereby bind said parties and all of their future grantees, assignees and successors to said covenants for the term hereinafter stated and as follows:

1. The area covered by these covenants is the entire area described above.
2. No lot shall be used except for residential purposes.
3. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 960 square feet for a one story dwelling, nor less than 960 square feet for a dwelling of more than one story.
4. No building shall be located on any lot nearer to the front lot line or nearer to the side street than the minimum building set-back lines shown on the recorded Plat. In any event, no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 10 feet to

(Continued)

PIONEER NATIONAL TITLE INSURANCE

any side street line. No building shall be located nearer than 10 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 50 feet or more from the minimum building set-back line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line, except on those lots which, due to size and shape, require averaging the minimum to twenty five feet. For purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. No dwelling shall be erected or placed on any lot having a width of less than 75 feet at the minimum building set-back line, nor shall any dwelling be erected or placed on any lot having an area of less than 9,000 square feet.
6. Easements for irrigation and drainage facilities are reserved as shown on the plat. Easement for installation and maintenance of other utilities are reserved as shown on the recorded plat or other instrument of public record. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become annoying or a nuisance to the neighborhood.
8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or any other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
9. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finish painting, within 9 months from date of start of construction except for reasons beyond control in which case a longer period may be permitted.

10. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
11. 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 that they are not kept, bred or maintained for commercial purpose.
12. No lot shall be used or maintained as a dumping ground for rubbish; trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
13. No individual water supply system shall be permitted on any lot unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of Benton County Public Health authorities. Approval of such system as installed shall be obtained from such authority.
14. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shaft be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
15. No individual sewage disposal system shall be permitted on any lot within this plat.
16. No fence, wall or hedge shall be erected, placed or altered on any lot nearer to any street than the building set-back line, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two feet above the finished grade at the back of said wall.
17. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

18. Invalidation of any one of these covenants by judgment or court shall shall in no wise affect any of the other provisions which shall remain in full force and effect.
19. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
20. ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP:

The Architectural Control Committee is composed of John M. Worsley, Warren Saunders and Larry Olson, 1801 Bank of California Center, Seattle, Washington 98164. A majority of the Committee may designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

PROCEDURE: The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PLAT RESTRICTIONS

No lot or a portion of a lot in this plat shall be divided and sold or resold or ownership changed or transferred whereby the ownership of any portion of this plat shall be less than the area required for the use district in which located. All lots are subject to a 5' utility easement parallel and adjacent to all street right of ways.



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699884

AMERICAN PACIFIC CORPORATION  
132 VISTA WAY  
Kennewick, Washington 99336

PIONEER NATL TITLE INS CO  
NOV 6 10 55 AM '76  
PIONEER MILLER, AUDITOR  
SECURITY  
RECORDED IN VOL. 307

AMENDMENTS TO  
SECOND ADDITION TO HIGHLAND PARK

RECORDED BY gm  
RECEIVED BY [Signature]

The Developer, American Pacific Corporation, hereby amends in the following particulars the easements, reservations covenants and conditions which were executed October 7, 1975, and which were recorded on October 9, 1975, under Auditor's File No. 689609.

The following section of the covenants is hereby amended to read as follows:

3. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 850 square feet for a one story dwelling, nor less than 850 square feet for a dwelling of more than one story.

The undersigned hereby certify that they own more than a majority of the lots in Second Addition to Highland Park.

DATED: This 30<sup>th</sup> day of March, 1976.

AMERICAN PACIFIC CORPORATION,  
a Washington corporation

By: [Signature]

By: [Signature]

BRITTON, WILLIAMS, BYALS & SCHUSTER  
ATTORNEYS AT LAW  
1000 1/2 AVENUE  
KENNEWICK, WASHINGTON

PIONEER NATIONAL TITLE INSURANCE

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1 STATE OF WASHINGTON )  
2 County of King )

3 On this 30th day of March, 1975, before me, the  
4 undersigned, a Notary Public in and for the State of Washington,  
5 duly commissioned and sworn, personally appeared

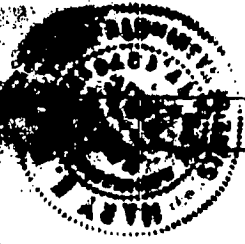
6 W. Saunders and Larry L. Glass

7 to me known to be the vice president and treasurer

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9  
10 of AMERICAN PACIFIC CORPORATION, the corporation that executed  
11 the foregoing instrument, and acknowledged the said instrument  
12 to be the free and voluntary act and deed of said corporation,  
13 for the uses and purposes therein mentioned, and on oath stated  
14 that they are authorized to execute the said instrument and  
15 further stated that they own more than a majority of the lots  
16 in Second Addition to Highland Park, and that the seal affixed  
17 (if any) is the corporate seal of said corporation.

18 WITNESS my hand and official seal hereto affixed the day  
19 and year first above written.

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21 Mary E. Kennedy  
22 Notary Public in and  
23 Washington, residing at  
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CRITCHFIELD, WELLS & SCHUSTER  
ATTORNEYS AT LAW  
1000 4th Avenue  
Seattle, Washington 98101  
Telephone: 425-2211

