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PROTECTIVE COVENANTS

HIGHLAND VISTA ADDITION, DIVISION #3

BENTON COUNTY, WASHINGTON

FILED BY _____

John Diamond

OCT 2 11 20 AM '61

REGISTERED DEEDS

DEEDS

Deeds

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KNOW ALL MEN BY THESE PRESENTS:

That Modern Home Builders, Inc., a Washington corporation, and William Mills and Elda Mills, his wife, being the owners of all of the real property in Highland Vista Addition, Division #3, Benton County, do hereby declare the following Protective Covenants, their conditions and reservations as established pertaining to all of the property in the said Addition.

This plat and dedication are made subject to the following restrictions and covenants which shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty five (35) 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 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, or persons, 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 nowise affect any of the other provisions which shall remain in full force and effect.

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

2. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line.

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

Mail to -
John Diamond
628 Fuller
Richland, Wash.

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be located nearer than five (5) feet to any side lot line. The minimum rear yard shall be twenty five (25) feet, which in all cases shall be opposite the narrow side of the lot abutting a street. No building shall be located nearer than twenty ~~///~~ (20) feet to the front lot line for all lots facing West Fourth Avenue.

4. No dwelling shall be erected or placed on any lot having a width of less than sixty (60) feet, at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than six thousand (6,000) square feet.

5. No structure of a temporary character, trailer, basement, tent shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

6. No building shall be permitted on any lot at a cost of less than Nine Thousand Five Hundred Dollars (\$9,500.00), based on cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the 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 Nine Hundred (900) square feet for a one-story dwelling, nor less than Eight Hundred Twenty Five (825) square feet in the case of a one and one-half story structure.

7. Public utility easements over, under and across the lots are designated on the face of the recorded plat and shall not be used for any purposes inconsistent with their use as public utilities easements. Said easements shall become effective if, and when, the said utilities are constructed and installed.

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 eight (8) months after date of commencement of construction.

9. 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.

10. No animals, livestock, or poultry of any kind shall be kept, raised, or bred on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

11. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural

Control Committee as to quality of workmanship and as to location with respect to topography and finish grade elevation.

The Architectural Control Committee is composed of three members, as follows:

Scott T. Norton	18800 Highway 99, Lynnwood, Wash.
Maurice E. Klein	18800 Highway 99, Lynnwood, Wash.
John F. Eubank	18800 Highway 99, Lynnwood, Wash.

who shall serve until their successors are appointed and not for a period in excess of one year. A Majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to 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 recorded 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. If, at the end of one year from the date of recording hereof, the first named Committee has been not replaced, the then owners of lots in this Addition shall appoint three of their number to serve as the membership of this Committee.

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 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 met.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this 1st day of August, 1961.



MODERN HOME BUILDERS, INC.

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

William Mills
William Mills

Elda Mills
Elda Mills

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STATE OF WASHINGTON)
) ss
County of Benton)

On this day, personally appeared before me, William Mills and Elda Mills, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed for the purposes therein mentioned.

~~Just~~ GIVEN under my hand and official seal this 29th day of August, 1961.



Nancy J. McLeod
Notary Public in and for the State of Washington, residing at Kennewick.

STATE OF WASHINGTON)
) ss
County of Snohomish)

On this 29th day of August, 1961, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared G. O. Medack, to me known to be the President of 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 he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Virginia T. Fenn
Notary Public in and for the State of Washington, residing at Seattle.



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