

Filed for Record: APR 22 1933 9:44 A.M.
Request of E. C. Tweet
Box 93, Kenneswick, Wash.

PROTECTIVE COVENANTS

H. E. WISE, County Auditor

1 KNOW ALL MEN BY THESE PRESENTS, that the undersigned, E. C.
2 TWEET and EMMA R. TWEET, his wife, are the owners of the following described
3 real property, to-wit:

4 Hillside Sub-division of a portion of Section 2, Town-
5 ship 8 North, Range 29 E.W.M., Benton County, Washington,
6 all according to the recorded plat thereof on file and
7 of record in the office of the County Auditor of Benton
8 County, Washington, ~~except lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.~~
9 E.C. T. *E.C. T.*

10 We do hereby declare that the following restrictions and cov-
11 enants shall run with the land and be binding on all parties and all persons
12 claiming the property, until January 1, 1974, at which time said covenants shall
13 be automatically extended for successive periods of ten years, unless by a vote
14 of a majority of the then owners of the lots it is agreed to change said coven-
15 ants in whole or in part.

16 In the event the undersigned, or their successors in interest,
17 to any of the property, which said successors are recognized as parties hereto,
18 or if any of said parties, or any of them, or their heirs or assigns, shall
19 violate or attempt to violate any of the covenants hereof, it shall be lawful
20 for any other person or persons owning any of said lots to prosecute any proceed-
21 ings at law or in equity against the person or persons violating or attempting
22 to violate any such covenant and either to prevent him or them from so doing or
23 to recover damages or other dues for such violation.

24 Invalidation of any one of these covenants by judgment or
25 court order shall in no wise affect any of the other provisions which shall
26 remain in full force or effect.

27 Said restrictions are as follows:

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

33 2. No building shall be erected, placed or altered on any
34 of said lots until the external design and location thereof have been approved

1 in writing by the neighborhood committee, which shall be appointed or elected by
2 the owner or owners of a majority of the lots which are subject to the covenants
3 herein set forth, provided, however, that if such committee fails to approve or
4 disapprove such design and location within 30 days after such plans have been
5 submitted to it, or if no suit to enjoin the erection of such buildings or the
6 making of such alterations has been commenced prior to the completion thereof,
7 such approval will not be required.

8 3. No building shall be located on any of the lots described
9 in Hillside Sub-division in violation of the front, rear or side yard regulations
10 of the Zoning Ordinances of Benton County, Washington.

11 4. No residential structure shall be erected or placed on any
12 building plot, which plot has an area of less than 7,500 square feet or a width
13 of less than 70 feet at the front building setback line.

14 5. No noxious or offensive trade or activity shall be carried
15 on upon any lot nor shall anything be done thereon which may be or become an
16 annoyance or nuisance to the neighborhood.

17 6. No trailer, basement, tent, shack, garage, barn, or other
18 outbuilding erected in the tract shall at any time be used as a residence tempor-
19 arily or permanently, nor shall any structure of a temporary character be used as
20 a residence.

21 7. No dwelling costing less than \$8,500.00, which shall in-
22 clude the cost of the lot, and no dwelling not complying with F.H.A. minimum
23 requirements and specifications shall be permitted on any of said lots. The
24 ground floor area of the main structure, exclusive of one-story open porches and
25 garages, shall be not less than 900 square feet in case of a one-story structure,
26 nor less than 750 square feet in the case of a one and one-half or two story
27 structure.

28 8. The grantors, for themselves and their grantees, success-
29 ors and assigns, do hereby dedicate easements for the construction, reconstruct-
30 ion, repair and maintenance of sewer lines, domestic water and irrigation water
31 lines, telephone lines and lines for the delivery of electrical energy over,

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2 the owner or owners of a majority of the lots which are subject to the covenants
3 herein set forth, provided, however, that if such committee fails to approve or
4 disapprove such design and location within 30 days after such plans have been
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29 ors and assigns, do hereby dedicate easements for the construction, reconstruct-
30 ion, repair and maintenance of sewer lines, domestic water and irrigation water
31 lines, telephone lines and lines for the delivery of electrical energy over,
the utility lines shown on the face of the plat.

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9. Any dwelling or structure erected or placed on any of said lots shall be completed as to external appearance, including finished painting, within eight months from date of commencement of construction.

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

11. Until such time as a sanitary sewer system shall have been constructed to service this subdivision, a sewage disposal system constructed in accordance with the requirements of the Health Authority with jurisdiction shall be installed to serve each dwelling. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain unless it has been first passed through an absorption field approved by Health Authority.

IN WITNESS WHEREOF, these presents have been executed this

10 day of April 1953.

Edmund

Emma R. Tweet

STATE OF WASHINGTON)
) SS
COUNTY OF BENTON)

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 10th day of April, 1953, personally appeared before me E. C. Tweet and Emma R. Tweet, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last

above written



Glenn Paulson
Notary Public in and for the State of