

## PROTECTIVE COVENANTS OF THE KING VIEW ADDITION

N. K. Koontz

JUN 28 11 10 AM '72

VERNER MILLER, AUDITOR

DEPUTY

RECORDED 172

KNOW ALL MEN BY THESE PRESENTS:

INDEXED BY 211

CHECKED BY 211

That the undersigned being all having any interest in the property covered by the plat of the Laurel Hill Addition, Benton County, Washington, as recorded in the records of said county, do hereby declare the following restrictions and covenants which shall run with the land and be binding on all parties and all persons claiming under them until October 1, 1990, at which time said covenants shall be automatically extended for successive periods of ten years, unless by a vote of a majority of the then owners of the lots it is agreed 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 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.

## King View

1. All lots in the [REDACTED] Addition shall be known and 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 above grade level in height, and a private garage for not more than three cars, either attached or separate from the dwelling unit.
2. No structures erected elsewhere may be moved intact and placed upon any lots in this entire plat.
3. All structures for single family dwelling purposes must contain at least 1,000 square foot of living space, as separate from garage and storage space, on the ground floor.
4. No building shall be located nearer than 25 feet to the front lot line or nearer than 15 feet to the side street line. No building except a detached garage shall be located nearer than five feet to any side lot line within 70 feet from the front lot line.
5. No residential structure shall be erected or placed on any building plot which plot has an area less than 8,000 square foot or a width of less than 80 feet at the front building setback line.
6. No noxious or offensive trade, or activity, tavern or club dispensing beer, wine or intoxicating liquor in any form shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
7. No trailer, basement, tent, shack, garage, barn or other outbuilding erected or located within the tract shall at any time be used as a residence, nor shall any structure of a temporary character be used as a residence.
8. 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 first been passed through an absorption field approved by the health authority.
9. No fence, wall, hedge or mass planting shall be permitted that is over five feet in height and such shall be for privacy sake only and not to obstruct the view of neighboring dwellings.

10. No elm, poplar, cottonwood, ailanthus, black locust, or willow, or Lamboc trees shall be permitted to grow in the entire plat.

11. The grantors of and for themselves and their successors and assigns dedicate easements for public utility purposes over the public utility easement strips shown in the recorded plat. Said easements are hereby granted to maintain, construct, reconstruct and repair sewer lines, domestic water and irrigation water lines, telephone lines and lines for the delivery of electrical energy. Whenever the use of said easements or any of them shall cease, the same shall revert to the owners of the land affected by said easement.

12. 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 commencement of construction, provided however that such period for completion shall be extended sufficiently to compensate for unavoidable delays caused by Acts of God, strikes, embargoes, hostilities, seizures, orders of governmental authorities or any other interruptions beyond the control of the owner.

13. No animals, livestock or poultry of any kind shall be raised, 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 any commercial purposes.

14. No sign of any kind shall be displayed to the public view on any lot except one professional sign or residential designation of not more than 16 x 24 inches, one sign of not more than six square feet advertizing the property for sale or rent, or signs used by builders or developer to advertize the property during the construction and sales period.

15. Suitable landscaping, planting or comparable means to hold down the top-soil shall be completed within less than one year after completion of the dwelling structure.

Gordon E. Lish 6-27-77  
Gordon E. Lish Date

Clyde T. Bromley  
Clyde T. Bromley

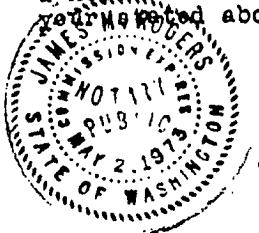
Bernice B. Lish 6-27-77  
Bernice B. Lish Date

Harold Watkins  
Harold Watkins



STATE OF WASHINGTON  
County of Benton

On this 27th day of June, 1977, appeared before me the parties above named, known to me to be the parties who executed the foregoing instrument, and on oath stated that they executed same freely and voluntarily for the purposes stated. In witness whereof I hereunto set my hand and affix my official seal this day and year as stated above.



James M. Rogers  
NOTARY PUBLIC Residing at  
London

**PROTECTIVE COVENANTS OF THE KING VIEW ADDITION  
AMMENDED.**

C. T. BROMLEY

JUL 17 9 15 AM '72

VERNER MILLER, AUDITOR  
DEPUTY

RECORDED BY VOL 270

KNOW ALL MEN BY THESE PRESENTS:

INDEXED BY     
CHECKED BY   

That the undersigned being all having any interest in the property covered by the plat of the KING VIEW Addition, Benton County, Washington, as recorded in the records of said county, do hereby declare the following restrictions and covenants which shall run with the land and be binding on all parties and all persons claiming under them until October 1, 1990, at which time said covenants shall be automatically extended for successive periods of ten years, unless by a vote of a majority of the then owners of the lots it is agreed 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 of these covenants by judgement 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 the KING VIEW Addition shall be known and 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 above grade level in height, and a private garage for not more than three cars, either attached or separate from the dwelling unit.

2. No structures erected elsewhere may be moved intact and placed upon any lots in this entire plat.

3. All structures for single family dwelling purposes must contain at least 1,000 square foot of living space as separate from garage and storage space, on the ground floor.

4. No building shall be located nearer than 25 foot to the front lot line or nearer than 15 feet to the side street line. No building except a detached garage shall be located nearer than five feet to any side lot line within 70 foot from the front lot line.

5. No residential structure shall be erected or placed on any building plot which plot has an area less than 8,000 square feet or a width of less than 80 feet at the front building setback line.

6. No noxious or offensive trade, or activity, tavern or club dispensing beer, wine or intoxicating liquor in any form shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

7. No trailer, basement, tent, shack, garage, barn or other outbuilding erected or located within the tract shall at any time be used as a residence, nor shall any structure of a temporary character be used as a residence.

8. 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 first been passed through an absorption field approved by the health authority.

9. No fence, wall, hedge or mass planting shall be permitted that is over five feet in height and such shall be for privacy sake only and not to obstruct the view of neighboring dwellings.

10. No elm poplar, cottonwood, ailanthus, black locust, or willow, or bamboo trees shall be permitted to grow in the entire plat.

11. The grantors of and for themselves and their successors and assigns dedicate easements for public utility purposes over the public utility easement strips shown in the recorded plat. Said easements are hereby granted to maintain, construct, reconstruct and repair sewer lines, domestic water and irrigation water lines, telephone lines and lines for the delivery of electrical energy. Whenever the use of said easements or any of them shall cease, the same shall revert to the owners of the land affected by said easement.

12. 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 commencement of construction, provided however that such period for completion shall be extended sufficiently to compensate for unavoidable delays caused by Acts of God, strikes, embargoes, hostilities, seizures, orders of governmental authorities or any other interruptions beyond the control of the owner.

13. No animals, livestock or poultry of any kind shall be raised, 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 any commercial purposes.

14. No sign of any kind shall be displayed to the public view on any lot except one professional sign or residential designation of not more than 16 x 24 inches, one sign of not more than six square feet advertizing the property for sale or rent, or signs used by builders or developer to advertise the property during the construction and sales period.

15. Suitable landscaping, planting or comparable means to hold down the top-soil shall be completed within less than one year after completion of the dwelling structure.

Gordon E. Lish 6-27-72  
Gordon E. Lish Date

Clyde T. Bromley  
Clyde T. Bromley

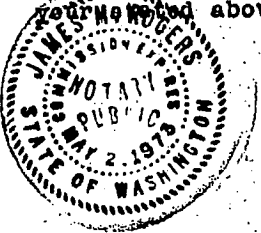
Bernice B. Lish 6-27-72  
Bernice B. Lish Date

Garold Watkins  
Garold Watkins



STATE OF WASHINGTON  
County of Benton

On this 27th day of June, 1972, appeared before me the parties above named, known to me to be the parties who executed the foregoing instrument, and on oath stated that they executed same freely and voluntarily for the purposes stated. In witness whereof I hereunto set my hand and affix my official seal this day and year first above.



James M. Brown  
NOTARY PUBLIC Residing in AS  
Benton

653746

FILED TA

VOL 279 PAGE 1122

AUG 20 10 05 AM '73

APPENDUM TO THE PROTECTIVE COVENANTS OF THE KING VIEW ADDITION

WEAVER PUBLIC AUDITOR  
DEPUTY  
RECORDED 279

INDEXED BY [Signature]  
CHECKED BY [Signature]

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned being all having any interest in the property covered by the plat of the King View Addition, Benton County, Washington, as recorded in the records of said county, do hereby add the following restrictions and covenants to those already filed July 17, 1973, vol. 270, page 884, No. 637413 in records of said county. The same to run with the land and be binding on all parties and all persons claiming under them until October 1, 2000, at which time said covenants shall be automatically extended for successive periods of ten years, unless by a vote of the majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plot plan have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

No fence wall, hedge or mass planting other than foundation planting shall be erected, placed, or altered on any lot nearer to any Street than the minimum building setback line, unless similarly approved.

The architectural control committee is composed of:

- C. T. Bromley
- G. E. Lish
- E. A. Berreth

A majority of the committee may designate a representative to act for it. In the event of 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 the 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.

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 30 days after plans have been submitted to it, or in any event, no suit to enjoin 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.

Purchasers of any lot or lots must begin construction within six months and complete construction within one year from the date of purchase of lot or lots. ~~xxxxxxx~~ or sellers will have the option to buy back the lot or lots at the purchase price less 10% for reselling costs. If construction is not begun within said period owners will be subject to suit and will be responsible for the payment of any court costs and reasonable attorney fees incurred by plaintiff in instituting said suit. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including external finished painting, within six months from the date of commencement of construction, provided, however, that such period for completion shall be extended sufficiently to compensate for unavoidable delays caused by acts of God, strikes, embargoes, hostilities, seizures, orders of governmental authorities or any other interruptions beyond the control of the owner.

Mail to: Clyde T. Bromley  
1217 Perkins  
Richland, Wa 99352

Each and every structure erected within said addition shall be maintained at all times in a neat and clean ~~ma~~ condition in reference to all exterior surfaces. All lawns and landscaping shall be maintained and kept in the same manner.

*Gordon E. Lish*  
Gordon E. Lish Date  
*Bernice E. Lish*  
Bernice E. Lish Date

ALLIED ACTIVITIES, INC.  
*Clyde T. Bromley*  
Clyde T. Bromley, Pres.  
*Wayne T. Bromley*

STATE OF WASHINGTON, }  
County of Benton } ss.

On this day personally appeared before me GORDON E. LISH and BERNICE B. LISH, 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 purposes herein mentioned.

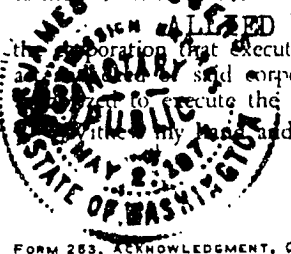


hand and official seal this 17<sup>th</sup> day of August, 1973.

*James M. Rogers*  
Notary Public in and for the State of Washington,  
residing at *Trouer.*

STATE OF WASHINGTON, }  
County of Benton } ss.

On this 14th day of August, 1973, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared CLYDE T. BROMLEY and WAYNE T. BROMLEY to me known to be the President and Secretary, respectively, of



ALLIED ACTIVITIES, INC., a 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 they are authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation. With my hand and official seal hereto affixed the day and year first above written.

*James M. Rogers*  
Notary Public in and for the State of Washington,  
residing at *Trouer.*