

JAN 30 9 45 AM '76

PROTECTIVE COVENANTS OF THE KING VIEW ADDITION #2

RECORDED BY

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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 #2, 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, 2000, at which time said covenants shall be extended automatically 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 violations.

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. No trees shall be permitted which grow to more than 25 feet tall or otherwise obstruct the view.

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, 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 the plaintiff in instituting said suit. Any dwelling or structure erected or placed on any

*Allied Activities, Inc.

KING VIEW ADDITION #2

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10. 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.

11. 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 24x24 inches, one sign of not more than six square feet advertising the property for sale or rent, or signs used by builders or developer to advertise the property during the construction and sales period.

12. 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.

13. Each lot owner, builder, or contractor shall have the responsibility of providing a standard width sidewalk as provided by the city code or in the absence thereof the sidewalk shall be 4 feet wide and 4 inches thick.

Omitting restrictions herein, if any, based on race, color, religion or national origin.



ALLIED ACTIVITIES, INC.

Ed T. Bromley (President)
Ed T. Bromley (Secretary)

Date 1-30-76

STATE OF WASHINGTON
County of Benton

On this 30th day of January 1976, 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 my official seal this day and year stated above.

Mary Lee P. ...
Notary Public, State of Washington



Residing at Richland

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ADDENDUM TO KING VIEW #2
PROTECTIVE COVENANTS

VERNER MILLER, AUDITOR
DEPUTY
RECORDED IN VOL 210

INDEXED BY J V
RECORDED BY _____

CHANGE ITEM 4 TO READ:

- 4. No building shall be located nearer than 25 feet to the front lot line or nearer than 5 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. Nor may any building be nearer than 50 feet from the rear lot line.

ALLIED ACTIVITIES, INC.

Clyde T. Bromley (President)

Wayne T. Bromley (Secretary) Dated May 21, 1976

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STATE OF WASHINGTON
County of Benton

On this 21 day of May 1976, 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 hereof I hereunto set my hand and affix my official seal this day and year stated above.

Mary Lee P. M.

Notary Public, State of

residing at Richland.



MAIL TO: Clyde T. Bromley
1217 Perkins
Richland, WA 99352