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R. D. O'Neil
Benton, Wash.

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PROTECTIVE COVENANTS FOR PLAT
OF
KIRBY KOVE HOMESITES

The owners of all the land and lots in Kirby Kove Homesites Addition, a subdivision within the limits of the county of Benton, State of Washington, and legal boundaries of Section 10, T 8 N, R 30 E, W. M., the plat of which is recorded in the office of the County Auditor of said County under Auditor's File No. do hereby declare that the following restrictions and covenants shall be restrictions and covenants running with the land and shall be binding on all parties and all persons claiming under them until January 1, 1965, at which time said restrictions and covenants shall automatically extend 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 such restrictions and covenants in whole or in part.

If the parties, or any of them, or their heirs, successors or assigns shall violate any of the covenants or restrictions herein contained, it shall be lawful for any other person or persons owning real property situated in said development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages resulting from said violations.

Invalidation of any of these covenants by judgment, court order, legislative enactment or otherwise shall in no wise affect any of the other provisions which shall remain in full force and effect.

1. All lots in Kirby Kove Homesites Addition shall be known and described as residential lots. All buildings in the above described areas shall be of a permanent nature, conforming to the existing building codes of the County of Benton, State of Washington.
2. With exception, no structure shall be erected, altered, placed or permitted to remain on any residential lot other than one detached, single family dwelling or a duplex dwelling not to exceed one story in height and a private garage of not more than three car capacity.
3. No building shall be erected, placed, or altered on any lot in this subdivision until the external design and location thereof have been approved by the building inspector governing said plat. All plans, setback and building designs shall be in strict conformance to the protective covenants and restrictions listed herein and the buildings along each street shall be so designed as to conform in height and general appearance with other buildings on such street already erected.

4. No building on any residential lot shall be located nearer than 25 feet to the front lot line and 5 feet to the side lot line with the exception of a detached garage which may be located not less than 60 feet of the front lot line nor less than 5 feet from any flanking street line and excepting that garages attached to or within the dwelling will be permitted regardless of this restriction. No building will be permitted to encroach on any utility easement provided for in said plat where such utility easements exist.

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

6. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the subdivision shall be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

7. 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 the commencement of construction.

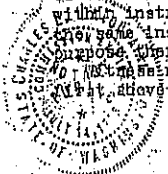
8. No residential dwelling or structure with a total ground floor area less than 750 square feet shall be permitted on any residential lot, said minimum floor area shall be exclusive of garage and unenclosed porches.

9. All drilled wells, or wells for domestic water use shall not be drilled less than 100 feet of the rear lot line. All Septic Tanks, Dry Wells, and drain fields shall be placed on rear lot, and not less than 75 feet from domestic water well. All domestic wells, Septic Tanks, Dry Wells, and drain fields shall conform to the specifications of the Washington State Health Department and Benton County Health Department.

STATE OF WASHINGTON,)
County of Benton:)

Aubrey Kirby
Aubrey Kirby
L. Irene Kirby
L. Irene Kirby

On this 6th day of May, 1955, before me, the undersigned, a Notary Public in and for the State of Washington, duly Commissioned and sworn, personally came AUBREY KIRBY and L. IRENE KIRBY, to me known to be the individuals described in and who executed the within instrument, and acknowledged to me that they signed and sealed the same instrument as their free and voluntary act and deed for the purpose therein mentioned.



At my hand and official seal the day and year in this certificate first above written.
Charles W. ...
Notary Public in and for the
State of Washington,
residing at Pasco



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Benton County

FRONTIER TITLE CO.

**MODIFICATION OF RESTRICTIVE COVENANTS
FOR KIRBY KOVE HOMESITES**

EA-MI

COMES NOW the owners of the majority of the lots within
KIRBY KOVE HOMESITES, a subdivision in the County of Benton, State of
Washington, the plat of which is filed in the office of the Benton
County Auditor, under Auditor's File Number 339769, do hereby declare
that the original restrictive covenants for KIRBY KOVE HOMESITES recorded
in Volume 5 of Official Records of Benton County on May 12, 1955 be
modified as follows:

Paragraph 2 provides " . . . one detached, single family
dwelling or a duplex dwelling not to exceed one story in
height " This paragraph is to be modified to read:
" . . . one detached single family dwelling not to exceed
two stories in height." All other terms and conditions of
the recorded restrictive covenants shall remain in full
force and effect.

Definition of 2 stories; A 2-story residence shall be
described as a residence having two levels of finished
living area. The area of each floor is approximately the
same. The roof structure has a medium slope, the attic
space is limited and is not designed for useable living
area. Or a residence having two levels of living area,
with the lower level partially below grade. In addition
a structure may also have a basement.

This provision requires modification to eliminate ambiguity as to
the definition of a one and one half story residence and the fact that
as of this date there are at least five homes that are in fact two-story
residences that are in violation of the original restrictive covenants.

The subject subdivision consists of 56 lots. The present owners are
also listed on the attachment along with their signatures agreeing to the
modification of the restrictive covenants as enclosed. By signatures
attached each of us agree that the Modified Covenant and Restriction will
be recorded with the County Auditor's Office.



BLOCK 2:

Lot 1 JOHN L. AND KAREN J. BAKER

Lots 2 & 17 JAMES V. METZGER

Lot 3 GREGORY AULT

Lot 4 DONALD C. SHOOK

Lot 5 WIBUR L. AND PATRICIA A. WALLACE

Lot 6 DARRELL G. REAVIS

Lot 7 RONALD N. AND PATRICIA GROTHE
Ronald N. Grothe

Lot 8 THOMAS J. AND CHARMAGNE D. KLEIN
Charmagne D. Klein

Lot 9 DAVID A. AND ^{Maribel} ~~BLAKE~~ K. SCHELOTMAN
David A. Schlotman

Lot 10 TERRANCE D. BRUNNER
Terrance D. Brunner

Lot 11 SHELDON H. AND NONA K. PINOLA
Sheldon H. Pinola

Lot 12 ROGER L. AND CAROL A. SONDERLAND

Lot 13 PAUL MARMOLEJO
~~Paul Marmolejo~~ *Paul Marmolejo*

Lot 14 SCOTT S. AND CONNIE R. SOUZA
Connie R. Souza

Lot 15 DANIEL L. AND LINDA BARE
Daniel L. Bare

Lot 16 STERLING L. AND DIANE M. DERRICK
Sterling L. Derrick

Lot 18 DAVID E. MARBERG
David E. Marberg



BLOCK 3:

Lots 1 & 2

ELMER L. & HELEN I. EDDEN

Elmer L. Edden

Lots 3, 4 & TRACT "A"

KELLY L. & KRISTAN HARDING

Lot 5

R.E. & BEVERLY J. PERRY

R.E. Perry

Lot 6

ROBERT L. & DIANE J. EMMINGHAM

Robert Emmingham

Lot 7

JIM V. & DORI L. RICHINS

Jim Richins

Lot 8

ROBERT BRUCE

Lot 9 ✓

RICHARD E. & DEBRA R. MARBERG

Lot 10 ✓

ROBERT W. & TAMI S. LARSON

TRACT B

LINDA J. LEWIS

BLOCK 4:

Lots 1 & 2

DOMINIC L. & DIANNA L. BEBLER

Dominic L. Bebler

Lot 3 (Ptn)

SHERIDAN BROWN

Lots 4 & 3 (Ptn)

THOMAS G. & LEAH E. KIRKAS

Thomas G. Kirkas

Lots 5 & 6

DIANE FRANCIS

Diane Francis

Lot 7

VERNON L. & HELEN L. DAY

Vernon L. Day

TRACT B

LOWELL ALAN & TRACY JO WALN

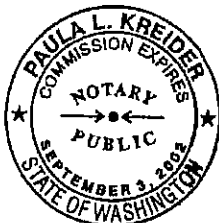


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Benton County

STATE OF WASHINGTON)
) ss
COUNTY OF FRANKLIN)

I certify that I know or have satisfactory evidence that all individuals who signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 10th day of July, 2002



Paula L. Kreider

Notary Public in and for the
State of Washington residing
at Pasco.

My appointment expires: 0903-08