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PROTECTIVE COVENANT RUNNING WITH LAND

WILLIAM HULLER, AUG 5 1978

This indenture and declaration of covenants running with the land made this 19th day of December, 1975, by N.A.N. Inc.

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WITNESSETH:

WHEREAS, said parties are the owners in fee of Lakeview Ranchettes an addition to Benton County, Washington, as recorded in Volume \_\_\_\_\_ of plats, page \_\_\_\_\_, records or \_\_\_\_\_ county, which property is located in Benton County, Washington and WHEREAS, it is the desire of said parties and that said covenants be recorded and therefore

IT IS HEREBY MADE KNOWN THAT said parties do by these presents make, establish, confirm and hereby impress upon Lakeview Ranchettes an addition to Benton County, Washington according to the plat thereof recorded in Volume \_\_\_\_\_ of plats, page \_\_\_\_\_ records of Benton County, Washington, the which property is all located in Benton County, Washington, the following protective covenants to run with the said land, and do hereby bind said parties and all of their future grantees, assignees and successors to said covenants for the term hereinafter stated and as follows:

1. The area covered by these covenants is the entire area described above.
2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any other lot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than three cars.
3. No dwelling shall be permitted on any lot at a cost of less than \$ 22,000 based on cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant 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 1100 square feet for a one-story dwelling, nor less than 890 square feet for a dwelling of more than one story.

✓ DONE

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 materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in paragraphs 4 & 5. The Architectural Control Committee is composed of:

<u>Name</u>	<u>Address</u>
Merton H. Gribble	3901 120th Pl N.E. Marysville, Wa
Nancy E. Gribble	3901 120th Pl N. E. Marysville, Wa
Stanley L. McDonald	10099 Sacramento Ave. Boise, Idaho

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 this covenant. At any time, the then record 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 to restore to it any of its powers and duties.

4. 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 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 complied with.
5. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them, unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part, for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.
6. No building shall be located on any lot nearer to the front lot line or nearer to the side street than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot line.

nor nearer than 25 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building unless otherwise stated in a city or county local ordinance, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon any other lot.

7. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear seven and one-half feet and five feet wide along all lot frontages adjacent to the streets. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
8. 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.
9. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or any other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
10. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finish painting, within six (6) months from date of start of construction except for reasons beyond control in which case a longer period may be permitted.
11. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or for rent, or signs used by a builder to advertise the property during the construction and sales period.
12. No lot shall be used or maintained as a dumping ground for rubbish trash, garbage or other waste. Waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. No individual water supply system shall be permitted on any lot.
14. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil tanks, wells, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
15. No fence, wall, hedge or mass planting, other than foundation planting, shall be permitted to extend nearer to any street than the minimum setback line, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two feet above the finished grade at the back of said retaining wall, provided however, that no fence, wall, hedge, or mass planting shall at any time, where permitted, extend higher than five feet above ground.
16. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damage.
17. No dwelling shall be erected or placed on any lot having a width of less than 90 feet at the minimum setback line nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet.
18. There will be an easement having a 40 foot radius around the existing well located on lot 2 in block 2 also there will be no septic tank installed within 100 feet of said well.
19. There will be no direct access from any lots allowed onto 45th Avenue.
20. There will be no tree or planting allowed on any lot with a height exceeding 20 feet.
21. No dwelling shall be placed on any lot which impedes the view of the dwelling behind it.
22. Invalidatation of any one 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.

IN WITNESS WHEREOF, the undersigned have affixed their signatures.

Walter A. Hinkle

President

Stanley L. McDonald

Exec. Vice. Pres.