

Protective Covenants

WHEREAS, heretofore, and on June 23, 1946, certain protective covenants relating to Lampson Homesites were filed in Volume 8 of Miscellaneous Records, at page 33, in the records of Benton County, Washington, Fee No. 200667, and

WHEREAS, on or about June 23, 1946, a plat of Lampson's Homesites was filed with the County Auditor of Benton County, Washington, and

WHEREAS, it is now necessary that certain changes be made in said protective covenants, and it is the desire of all persons having any interest of any kind or character in or to the property or any part thereof, referred to in the plat of Lampson's Homesites that the original protective covenants be held null and void and of no effect of any kind or character, and that in lieu thereof, these amended protective covenants shall be the sole and only protective covenants relating to said plat of Lampson Homesites, and

WHEREAS, the undersigned are the only persons having any interest of any kind or character in or to any part or all of the lands covered by said plat of Lampson Homesites, NOW THEREFORE,

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, being all of the persons having any interest in the property covered by the plat of Lampson Homesites on file in the office of the County Auditor of Benton County, Washington, do hereby declare that the original protective covenants be, and they hereby are declared to be null and void from this date forward, and do hereby declare the following restrictions and covenants which shall run with all of said land, and shall be binding on all parties and all persons claiming under them until January 1, nineteen hundred and seventy-one (1971), at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part. PROVIDED, however, that a majority of the owners of the lots in Lampson Homesites may, at any time, change any of these protective covenants, by a majority of said owners voting to do so, each owner having one vote regardless of the number of lots which said owner may own, and provided that if any such change is made by such vote, it shall not become effective until signed by those voting in favor thereof, and by having said signed change duly recorded in the miscellaneous records of Benton County, Washington.

These protective covenants shall not apply in any way to Lot 82, of Lampson Homesites, so long as the said Lot 82 is used for a musical conservatory. However, should said Lot 82, at any time, cease to be used as and for a musical conservatory, then, and in that event, said Lot 82 shall be subject to all of these protective covenants, to the same extent as if it had been originally covered by said protective covenants.

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 situate in said development or residential district 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 one 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:

1. All lots in said plat shall be known and be described as residential lots. No structures shall be erected, altered, placed, or be permitted to remain on any residential building plat other than one detached single-family dwelling, not to exceed two stories in height, and a private garage for not more than two cars.

2. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be a nuisance to the neighborhood. No building shall be erected, placed, or altered, on any lot until the external design thereof has been approved by the Neighborhood Committee. All complaints with reference to violation of any provisions herein shall be referred to the Neighborhood Committee and passed upon by them, and their conclusions shall be final and binding.

Said Neighborhood Committee shall consist of three property owners who shall be elected annually on the first Monday in February of each year by vote of all the property owners in the Lampson Homesite Addition, each owner having one vote, and the members of said Committee shall hold office until their successors are elected and qualified. In the event of a vacancy on said Committee, the remaining members shall appoint a property owner to fill said vacancy, who shall complete the unexpired term of the vacant member.

3. No building shall be located nearer than 20 feet to the front lot line or nearer than 10 feet to the side street line. No building, except a detached garage or other outbuilding located 70 feet or more from the front lot line, shall be located nearer than five feet to any side lot line.

4. No residential structure shall be erected or placed on any building plot which plot has an area of less than 8,000 square feet or a width of less than 25 feet at the front building setback line.

5. No trailer, basement, tent, shack, garage, barn, or other outbuilding of any kind whatsoever erected on the tract shall at any time be used as a permanent residence or temporarily for more than six months.

6. No dwelling costing less than \$6,000.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of open porches and garages, shall be not less than 700 square feet in the case of a one-story structure, nor less than 650 square feet in the case of a one and one-half two story structure.

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 12 months from date of commencement of construction.

8. 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.

IN WITNESS WHEREOF these presents have been executed this 24th day of December, 1946.

Bruce Lampson
Alice Lampson
R. C. Rector
June W. Rector
Arthur Franklin Sircoloumb

STATE OF WASHINGTON,
COUNTY OF FRANKLIN, ss

On this day personally appeared before me Bruce Lampson and Alice Lampson, husband and wife, R. C. Rector and June W. Rector, husband and wife, and Arthur Franklin Sircoloumb, 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 uses and purposes therein mentioned.

WITNESS my hand and official seal this 24th day of December, 1946.

[SEAL]
Commission expires
Jan. 8, 1950

Theo. C. Lamson, Notary Public in and for
the State of Washington, residing at Kenne-
wick

✓ DONE