

FILED 464787  
Ellie E. Robertson  
Oct 27 10:52 AM '61

RESTRICTIVE COVENANTS

BENTON COUNTY, WASHINGTON

MT. VIEW TRACTS

This plat and dedication are made subject to the following restrictions and covenants which run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the ten owners of the lots has been recorded, agreeing 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 person or persons owning any real estate situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or person 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.

1. All lots in the tract 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 plot other than one detached single-family dwelling not to exceed two and one-half stories in height.
2. No building shall be erected, placed, or altered on any lot in this subdivision until the external design and location thereof have been approved in writing by the neighborhood committee, which shall be appointed or elected by the owner or owners of a majority of the lots which are subject to the covenants herein set forth; provided however that if such committee fails to approve or disapprove such design and located within thirty days after such plans have been submitted to it, or if no suit to enjoin the erection of such buildings or the making of such alterations has been commenced prior to the completion thereof such approval will not be required.
3. No buildings on residential lots shall be located nearer than twenty feet to the front lot line or nearer than twenty feet to the side street line, nor shall have a maximum lot width at the setback line of less than five feet. No building, except a detached garage or other outbuilding located seventy feet or more from a front lot line, shall be located nearer than five feet to any side lot line.
4. 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, and the owner of each lot shall keep the same reasonable free from weeds, and shall keep the same free from control insect pests, and spray trees and shrubbery with proper insect and disease control spray in proper season.

Mail to  
Ellie E. Robertson  
P.O. Box 735  
Grandview, wa

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INDEXED BY \_\_\_\_\_  
CHECKED BY \_\_\_\_\_

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5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence for a period in excess of ninety days.

6. The grantors, for themselves and their grantees, successors and assigns, do hereby dedicate the plat above described, subject to utility easement over, across and under the lots as indicated by the hyphenated lines and designated as utility easements on the face of said recorded plat. Said easements shall become effective if and when said utilities are constructed and installed.

7. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance including the finished painting, within eight months from date of commencement of construction.

8. No animals, livestock, or poultry of any kind shall be raised bred or kept on any lot, except that dogs, cats or any other household pets may be kept, including a childrens pony, provided that they are not kept, bred, or maintained for any commercial purpose.

9. Any dwelling or structure erected or placed on any lot in this subdivision shall be constructed of either frame, brick veneer or brick exterior, or concrete or pumice block, or other permanent wood or stone construction.

10. No dwelling shall be permitted on any lot of which the ground floor area of the main structure, exclusive of one-story open porches and garages shall contain less than 1200 square feet.

11. No more than one dwelling shall be erected upon each lot, and no multiple dwelling units shall be erected, constructed, or utilized upon any residential lot. All structures for the housing or childrens ponies shall be placed at the rear of the lot at least 40 feet from the side lines of the lot.

12. There is reserved across the ten feet of each lot furthest from the street an easement for utilities, and a right of way for public access to the rear of each lot.

ACKNOWLEDGED

Signed

*Oct 15 - 1961*  
*Ellis E. Robertson*  
*Nellie B. Robertson*

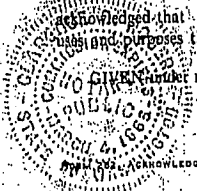
STATE OF WASHINGTON,  
County of *Penton* ss.

On this day personally appeared before me *Ellis E. Robertson and Nellie B. Robertson, his wife,*  
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.

GIVEN under my hand and official seal this

*15th* day of *October*, 19*61*

*Shirley A. [Signature]*  
Notary Public in and for the State of Washington,  
residing at *Perseus*



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