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OCT 31 8 13 AM '95

BOBBIE GAGNER
BENTON COUNTY, AUDITOR

VOL. 636 PAGE 3140

PROTECTIVE COVENANTS
OF
OAK MEADOWS

Know all men by these presents: That the undersigned being the owners of and having all of the interest in the property covered by the subdivision designated:

OAK MEADOWS

Located in the City of Kennewick, Benton County, State of Washington

The undersigned do hereby certify and declare that the following reservations, conditions, covenants, and agreements shall become and are hereby made a part of all conveyances of property owned by the undersigned, within the OAK MEADOWS Addition, of which conveyances and agreements shall become a part by reference hereto and to which it shall thereupon apply as fully and with the same effect as if set forth at large therein.

If the undersigned, or their heirs or assigns, shall violate or attempt to violate any of these reservations, conditions, covenants and agreements, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the persons violating or attempting to violate any such reservations, conditions, covenants and agreements, 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 judgement or court order shall in no ways effect any of the other provisions which shall remain in full force and effect.

COVENANTS

1. All lots within the subdivision shall be used for residential purposes exclusively, and no structure shall be erected, altered, placed or permitted to remain on any residential lot other than a detached single family dwelling, not to exceed two stories in height and a private garage for one car as a minimum number. All said structures shall be of new construction conforming to the uniform building code in effect at the time construction commences.

2. No building shall be located on any of the lots described in OAK MEADOWS Addition in violations of the front, rear or side yard regulations of the zoning ordinances of the City of Kennewick.

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CHICAGO TITLE INSURANCE CO

3. No trailer, basement, garage or other building erected or placed on any lot for use as a temporary residence or shop or storage unit during the construction of the permanent residential dwelling shall be allowed to remain for more than one year. This shall not, however, prohibit the storage by the owner of a "travel trailer" unit for storage purposes.

4. No dwelling shall be erected herein having a main floor area of less than 1,000 square feet, exclusive of open porches and garages, provided that dwelling of two stories in height may have a minimum of 800 square feet on the main floor, exclusive of open porches and garages.

5. No residential dwelling, having a valuation of less than \$45,000.00 inclusive of garage, but excluding the cost of the lot, shall be erected or placed on any lot of this subdivision. Said valuation shall be determined as of the price index of February 1, 1995.

6. All construction of said premises shall be in accordance with or exceed minimum FHA standards.

7. All construction commenced on any dwelling or structure erected within this subdivision shall be completed as to external appearances, including exterior painting, within one year from the date following commencement of construction.

8. All land areas exclusive of driveways and walks, shall be planted and maintained in a manner not detrimental to other lots in the subdivision provided, however, that nothing herein contained shall require the owner of vacant lots prior to construction, to landscape or maintain such lots excepting that the said owner shall be required to remove any fire hazards contained or growing thereon.

9. No non-hybrid elm trees, non-hybrid locust trees, poplar trees, or cottonwood trees shall be permitted to grow in the entire subdivision.

10. All fences, walls, hedges, or mass plantings constructed or planted on said lots shall be in accordance with the rules and regulations of the City of Kennewick.

11. No garbage, rubbish or noxious materials shall be placed, stored or allowed to accumulate in any unenclosed container for any period of time. All enclosed garbage, rubbish or noxious materials shall be hauled away from the premises or otherwise disposed of in a lawful manner.

12. No sign for advertising of any kind shall be displayed to the public view on any lot except a sign of not more than 18 inches by 24 inches, or a sign of not more than 6 square feet in area for the purpose of advertising said property for sale or rent, or a sign used by the builder or developer to advertise the property during a construction or sales period.

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

14. No automobile, truck or major parts thereof which is not in an operable condition, or which is in a state of repair or construction, shall be left in sight of the street for a period of more than 30 days.

15. Easements for installation and maintenance of utilities and irrigation facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities in the easement. 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.

16. The covenants, agreements, reservations, restrictions, grants and charges created hereby and established herein for the benefit of said plat and each lot therein, may be terminated, modified, altered or changed as the whole of said plat or any portion thereof with the written consent of 75% of the lots of said plat, provided, however, that no termination, modification, alteration or change be effective until the proper instrument in writing shall be executed and recorded in the office of the Auditor of Benton County, Washington, and provided further, that no modification, alteration, termination, or change shall be made until the grantors herein have sold all of the said lots in said subdivision.

17. Prior to all lots being sold by the developer, the developer reserves the right to amend these covenants as they deem necessary.

DATED THIS 26th. DAY OF JULY, 1995

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers and its corporate seal to be hereunto affixed this 26th. day of JULY, 1995

KEY BUILDERS, INC.

by Lawrence E. Mabry President

by Bruce C. Emory Secretary

STATE OF WASHINGTON,

ss.

County of BENTON

On this 26th. day of JULY, 1995, before me, the undersigned, a

Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

LAWRENCE E. MABRY and BRUCE C. EMORY

to me known to be the President and Secretary, respectively, of KEY BUILDERS, INC. the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Andrea D. Wentz
Notary Public in and for the State of Washington
residing at Hemlock, WA

