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OVERLOOK HEIGHTS
Restrictive Covenants

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We, the undersigned, being the owners of the following described real property, to-wit:

Overlook Heights subdivisions according to plats thereof,

do hereby declare the following restrictions and covenants which shall run with the land shall be binding on all parties and their heirs, successors or assigns hereafter and until January 1, 1987, and shall thereafter be automatically extended 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 said covenants in whole or in part.

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If the parties hereto, or any of them, or their heirs or assigns shall 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 of law or equity against the person or persons violating or attempting to violate any such covenant and either prevent him or them from doing so or to recover damages or other dues for such violation. The invalidation of any 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.

1. All lots of Overlook Heights, phase one, shall be residential lots, and no structure shall be erected, altered, placed or permitted to remain on any lot in said addition, other than one detached single family dwelling not to exceed two stories in height, the foundation of which shall not exceed nine inches above the natural ground level and whose maximum height shall not exceed twenty five feet from the natural ground level to its highest point, and a private garage for not more than three cars.

2. No trailer, basement, tent, shack, barn, or other outbuilding shall be erected or allowed to remain on any lot, or used as a residence temporarily or otherwise, provided, however, that during the course of construction, construction sheds will be allowed. but no such shed or other building shall be used as a residence temporarily or otherwise.

3. Any dwelling or structure erected or placed on any lot in this subdivision shall be complete as to external appearance including finished painting, within nine months of date of commencement of construction.

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

5. Residences shall be single unit dwellings having an enclosed ground floor projected living area of not less than 1,350 square feet for a single floor and not less than 1,050 square feet for split entries, and not less than 1,150 square feet for single floors with a basement. Such area does not include porches, garages, patios, breezeways, etc.. No outbuildings shall have a sheltered area greater than that of the dwelling.

6. Dwellings shall comply with not less than minimum F.H.A. requirements and specifications.

7. The irrigation system will be operated under a Local Improvement District (LID), supervised by the Kennewick Irrigation District. The neighborhood committee will work with the KID as necessary. Irrigation water will be supplied under pressure. Each lot in the subdivision shall be charged its prorata share of the cost of maintenance and operation of the system in each year. The irrigation system will deliver water to the boundaries of the respective lots at one turnout.

8. Upon full development of the subdivision, rotation of irrigation deliveries may be required. The neighborhood committee shall be vested with full power to establish the rotation calendar of days and hours when water will be made available to the respective lots and all lots in the subdivision shall be subject to this schedule. The committee may change the schedule from time to time as circumstances require. The purpose of the irrigation regulations shall be to distribute irrigation water to all of the lots in the most equitable manner possible.

9. Easements as indicated on the Plat have been dedicated for irrigation water lines, future roads, and for public utility purposes. As long as these easements are not employed for the intended uses, the owners of the land affected by said easements shall have the use of same. It should be understood, of course, that any fencing or structure erected thereon are subject to removal whenever these easements are employed for the intended public uses.

10. No dwelling or structure shall be erected, placed or altered on any lot in this subdivision until the external design and location thereof have been approved by the planning commission or building inspector of the City of Kennewick and/or Benton County. All plans set backs and building designs shall be in strict conformance to the protective covenants and restrictions listed herein and said dwelling shall be so designed as to conform in quality and general appearance with the other dwellings already erected in the subdivision.

11. No building shall be located nearer any lot line than is allowed by the set back requirements of the City of Kennewick and/or Benton County.

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

13. All land 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 excessive weed growth and any fire hazards contained or growing thereon.

14. All fences, walls, hedges or mass plantings constructed or planted on said lot shall be in accordance with the rules and regulations of the Benton County Regional Planning Commission and/or the City of Kennewick. However these rules shall be subject to the further provisions of this paragraph; no fence, wall, hedge, or mass plantings except for foundation plantings and decorative fences not to exceed

two feet in height shall be allowed to extend nearer any street than the minimum set back line of the house and that no fences, walls, hedges, or mass plantings shall exceed six feet in height.

15. This property shall not be used for storage for construction machinery or rental equipment, nor for used machinery or scrap equipment, implements, automobiles, motor vehicles or parts thereof.

16. Overlook Park will be dedicated to an association of the Owners of lots in the Overlook Heights subdivisions. Each lot owner will be a member of the association and as such shall be entitled to equal use of the park and park facilities and shall be responsible for an equal share in the cost of operation, maintenance, and development of the park and park facilities.

17. All homes in Overlook Heights No. 2 will be required to have 1-inch meters, 1 1/2-inch building supply piping and 1-inch pipe for principal branches and risers. This requirement is enforceable by the City of Kennewick.

18. Dwellings on the following listed lots in Overlook Heights No. 3 will be required to have 1-inch meters, 1 1/2-inch building supply piping and 1-inch pipe for principal branches and risers. This requirement is enforceable by the City of Kennewick.

Block 2, Lots 7, 8, 9, 10, 11, 12, 13
Block 8, Lots 1, 2, 11, 10
Block 3, Lot 9

Omitting restrictions herein, if any, based on race, color, religion or national origin.

x Georgell Farlin
Arlene F. Farlin

Eldon D. Blumer
Eldon D. Blumer

Katherine Blumer
Katherine Blumer

Robin Blumer
Robin Blumer

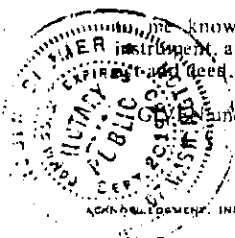
Randy Blumer
Randy Blumer

STATE OF WASHINGTON, }
County of Benton } ss.

On this day personally appeared before me Eldon D. Blumer & Katherine Blumer
Robin Blumer and Randy Blumer
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.

Under my hand and official seal this 30th day of September, 1977

Eldon D. Blumer
Notary Public in and for the State of Washington
residing at



STATE OF WASHINGTON, }
County of Benton } ss.

On this day personally appeared before me George W. Farlin and Arlene F.
Farlin

to me known to be the individual described in and who executed the within and foregoing instrument and
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 1st day of November, 1977

George W. Farlin
Notary Public in and for the State of Washington, residing at Pasco

