

VOL 304 PAGE 80
PROTECTIVE COVENANTS
of
PARK HILLS SECOND ADDITION

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E.A. Curtis
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We, the undersigned, E. Ardell Curtis and Sue T. Curtis, his wife, owners of Park Hills Addition, with the following described realty being a portion thereof, in Benton County, Washington:

The Northwest Quarter of Section 12, TWP, 8 North, Range 29 East, W.M., except the North 850 feet thereof, and except the South 600 feet of the East 500 feet thereof.

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hereby make the following declarations as to limitations, restrictions and uses to which the lots and/or tracts constituting said addition and the described realty may be put, hereby specifying that said declaration shall constitute covenants to run with all of the land, as provided by law, and shall be binding on all parties and all persons claiming under them, for the benefit and limitation upon all future owners of said addition, and the above described realty, this declaration of restrictions being designed for the sole purpose of keeping said addition desirable and suitable in architectural design and use.

The plat as platted and the dedication heretofore made are to be governed by the following restrictions and covenants until on or about the first day of January 1995, at which time said covenants shall be automatically extended for a successive period of ten years unless by vote of the majority of the then owners of the lots herein described, it is agreed 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 restrictions and covenants, it shall be lawful for any other person or persons owning any real property hereinabove described to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, 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. Architectural Control: No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan 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.

The architectural control committee is composed of:

E. Ardell Curtis
Sue T. Curtis
Arvon B. Curtis

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 the covenant. At any time, the then recorded owners of a majority of the lots shall have the power to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

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 plans and specifications within 30 days after these have been submitted to it, the related covenants will be deemed to have been complied with.

2. No trailer, basement, tent, shack, garage, barn or other out-building erected in the tract shall, at any time, be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as residence.

3. No noxious or offensive 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.

4. The grantors, for themselves and their successors and assigns, dedicate easements for public utility purposes, and the utility easement strips shown in the recorded plat. Said easements are hereby granted to maintain, construct or repair domestic and irrigation water pipelines, telephone lines and lines for the delivery of electrical energy as the same are constructed and installed at the time of the conveyance of each of the lots in said plat. Whenever the use of said easements or any of them shall cease, the same shall revert to the owner of the land affected by said easements. In addition, a five-foot drainage easement is hereby granted on each lot line.

5. 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 they are not kept, bred or maintained for any commercial purpose, or exceed a total of two animals per household.

6. No sign of any kind shall be placed or 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 rent. However, during the construction and sales period, signs used by all builders or developers to advertise the property may be permitted if not more than 31 square feet in size. The original subdivision sign may be 64 feet in size.

7. Each and every structure erected within said addition shall be maintained at all times in a neat and clean condition with reference to all exterior surfaces. All lawns and landscaping shall be maintained and kept in the same manner.

8. 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 not less frequently than once weekly.

9. Each individual lot owner endeavors to cooperate with all other owners within the above described realty at all times for the purpose of maintaining the residential standards created by these covenants and preventing the creation of any nuisance or offensive, noisy or illegal trade, calling or transaction to be done, suffered or permitted upon any land conveyed within said realty above described.

10. No building shall be located nearer than twenty-five (25) feet to the front lot line or nearer than fifteen (15) feet to the side street line, or than twenty-five (25) feet from the back lot line. No building shall be located nearer than seven and one-half (7½) feet to any side lot line.

11. No residential structure shall be erected or placed on any lot which plot has an area of less than 10,000 square feet.

12. The ground floor area of the main structure of any such residential building, exclusive of one-story open porches and garages, shall be not less than 1300 square feet for a one-story building, nor less than 1,000 square feet in the case of a two-story structure, which shall not exceed 30 feet in height.

13. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearances including finished painting all wood structures within one year of date of commencement of construction.