

FEE No. 292930

VOL. 10 PAGE 597

PROTECTIVE COVENANTS

Filed for Record JUL 15 1959 9:10 AM
Request of *Genie + William*
Box 417, Wenatchee, Wash.
R. E. WISE, County Auditor

of

PIERCE'S FLAT

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 Pierce's Flat, recorded in Volume 4 of Flats, page 58 in the Office of the County Auditor of Benton County, Washington, 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 July 11, 1977, 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 Pierce's Flat, at any time, ^{may} change any of these prospective 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 ^{a vote,} ~~action~~ 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.

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 violations.

In validation 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 except Lots 1, 10, and 11, which shall be commercial lots with use restricted to general commercial uses as set out in any applicable zoning law. No structures shall be erected, altered, placed, or be permitted to remain on any residential building lot other than ^{and garage,} one detached single-family dwelling, not to exceed two stories in height on Lot 9.

William B. ...
Genie and William
Box 417
Wenatchee, Washington

otherwise not to exceed one and one-half 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. 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 June, or each year by vote of all of the property owners in Pierce's Flat, 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. Except as to lots 1, 10, 11, ~~and 12~~, no building shall be located nearer than 25 feet to the front lot line or nearer than 20 feet to the side street line. No building, except a detached garage or other outbuilding located 50 feet or more from the front lot line, shall be located nearer than 10 feet to any side lot line.

4. No residential structure shall be erected or placed on any building lot, which lot has an area of less than 7,000 square feet or a width of less than 25 feet at the front building setback line.

5. No trailer, tent, shack, barn, shed or other outbuilding shall be at any time used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

6. The ground floor area of the main structure erected on any lot, ~~except~~ ~~lots~~ 11, ~~and 12~~, 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 or two story structure.

7. Any dwelling or structure erected or placed on any lot in this plat shall be completed as to external appearance, including finished painting, within 12 months from date of commencement of construction and shall have a grass lawn planted in the front thereof.

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 the main building.

IN WITNESS WHEREOF, these presents have been executed this 12 day of July, 1952.

E. F. Pierce
E. F. PIERCE

Viola M. Pierce
VIOLA M. PIERCE

STATE OF WASHINGTON)
County of Benton) ss.

On this day personally appeared before me E. F. Pierce and Viola M. Pierce, husband and wife, to me known to be the individuals described in and who executed within and foregoing instrument and acknowledged that they signed the same at their free and voluntary act and deed for the uses and purposes therein mentioned.



AT TEST my hand and official seal this 12 day of July, 1952.

E. F. Pierce
Notary Public in and for the State of Washington, residing at Kenmore