

PROTECTIVE COVENANTS
of
PINECREST PARK NO. 1

APR 13 2 16 PM '73

VERNER MILLER, AUDITOR
DEPUTY
RECORDED IN V. 276

We, the undersigned, Robert C. Brown and Beverly Brown, his wife, owners of Pinecrest Park No. 1, with the following described realty being a portion thereof or to be a portion thereof, in Benton County, Washington:

That portion of Lot 26 and that portion of Lot 27, the Highlands Flat "D", according to the official Plat thereof recorded in Vol. 2 of Plats, page 40, records of Benton County, Washington, described as follows:

Beginning at a point on the West line of said Lot 26, which is 302.00 feet from the Northwest corner thereof; thence S. 89° 37' 30" E. 760.00 feet; thence S. 0° 22' 30" W. 311.50 feet; thence N. 89° 37' 30" W. 760.00 feet to a point on the west line of said Lot 27, which is 186.50 feet from the Southwest Corner thereof; thence N. 0° 22' 30" E. along the West line of said Lots 27 and 26 a distance of 311.50 feet to the Point of Beginning.

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, attractive 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 1986, 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 persons or person 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 way affect any of the other provisions which shall remain in full force and effect.

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1. All lots in the tract shall be known and described as residential lots.
2. No structure shall be erected, altered, placed or be permitted to remain on any residential lot other than one single family dwelling not to exceed one and one-half stories in height and a private garage.
3. 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 thirty (30) feet from the back lot line. No building shall be located nearer than seven and one half (7½) feet to any side lot line.
4. No residential structure shall be erected or placed on any lot which plot has an area of less than 10,000 square feet.
5. 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. No fence, wall, hedge, or mass planting other than foundation planting shall be erected, placed, or altered on any lot nearer to the street than the front line of any dwelling .
The architectural control committee is composed of:
Robert C. Brown
Beverly Brown
Bernard R. Chapman
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 of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to the covenants. 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.
6. 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 1100 square feet for a one-story building, nor less than 900 square feet in the case of one and onehalf story structure, which shall not exceed 22 feet in height.
7. 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 a residence.
8. 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.

PROTECTIVE COVENANTS FOR BIRCHBARK PARK HOA

9. 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 revert to the owner of the land affected by said easements.

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

11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or 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.

12. 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 construction and sales period, signs used by all builders or developers to advertise the property may be permitted if not more than 32 square feet in size. The original subdivision sign may be 64 feet in size.

13. 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.

14. 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.

15. 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.

Signed and acknowledged by Robert C. Brown, Robert C. Brown and Beverly Brown, Beverly Brown Dated _____, recorded _____ under aditor's file no. _____, records of Benton County, Washington.

Donald L. Rizzuto - Myrtle L. Rizzuto

STATE OF WASHINGTON)

: ss

COUNTY OF BENTON)

On this day personally appeared before me Robert Brown and Beverly Brown, Donald L. Rizzuto and Myrtle L. Rizzuto 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 12th day of April, 1973.

Thomas B. Gess
Notary Public in and for the State of Washington, residing at Kennewick.

