

# RECORDS

# ADDITION TO KENN

## Dedication of Plat

DESCRIPTION: In the County of Benton, State of Washington: That portion of Government Lot Four (4), and of the Southwest Quarter of Northwest Quarter of Section One (1), Township Eight (8) North, Range Twenty-nine (29) East, W.M., described as follows: Beginning at a point on the West line of said Section, South 00 23'25" West 139.5 feet from the Northwest corner thereof, thence South 00 23'25" West along said West line 886.30 feet to the center line of Kennewick Avenue (formerly Second Street); thence South 84 07' East along said center line 546 feet; thence North 00 23'25" East parallel to the West line of said Section 886.30 feet; thence North 84 07' West 546 feet to the point of beginning: EXCEPT the Southerly 40 feet in width thereof for Kennewick Avenue.

KNOW ALL MEN BY THESE PRESENTS: That we, Roger Records and Ethel Records, his wife, and who was his wife at the time the property herein described was acquired, do hereby dedicate this plat of Records Addition to Kennewick; and hereby, for the use of the public, dedicate the streets, roads, and planting strip as shown hereon.

This plat and dedication are made subject to the following restrictions and covenants which run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1969, at which time said covenants shall be automatically extended for successive periods of 10 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.

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 situated in said development or subdivision 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 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. All lots in the tract shall be known and be described as residential lots. No structures shall be erected, altered, placed, or be permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two and one-half stories in height, and a private garage for not more than two cars.

2. No building shall be erected, placed, or altered on any lot in this subdivision until the external design and location thereof have been approved in writing by the neighborhood committee, which shall be appointed or elected by the owner or owners of a majority of the lots which are subject to the covenants herein set forth: provided, however, that if such committee fails to approve or disapprove such design and location within 30 days after such plans have been submitted to it, or if no suit to enjoin the erection of such buildings or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required.

3. No building shall be located nearer than 20 feet to the front lot line or nearer than 10 feet to the side street line. No building, except a detached garage or other outbuilding located 70 feet or more from the front lot line, shall be located nearer than 5 feet to any side lot line.

4. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 5,000 square feet or a width of less than 50 feet at the front building setback line, except that a residence may be erected or placed on Lots Number 40, 41, 47, and 48 as shown on the recorded plat.

5. 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.

6. No trailer, basement, tent, shack, garage, barn, or other outbuilding 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.

7. No dwelling costing less than \$3,000.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story 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, two, or two and one-half story structure.

8. The grantors, for themselves and their successors and assigns, desire to dedicate easements for public utility purposes, over, across, and under each and all of the lots in the plat above described for the benefit of the grantees of such lots. Said easements are hereby granted to maintain, construct, reconstruct and repair, sewer lines, domestic water 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 owners of the land affected by said easement.

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

10. No persons of any race other than the White or Caucasian Race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

11. No fence, wall, hedge, or mass planting, other than foundation planting shall be permitted between the street line and the minimum setback line of main building.

12. No building, nor any portion of any building, or any driveway, or any other structure shall be placed or maintained between the easterly boundary of Newport Street and a line running parallel thereto and a distance of 10 feet easterly therefrom, except that this restriction shall not apply or extend through Lot Number 61. Said 10 foot strip of ground running parallel