

RESTRICTIVE COVENANTS

REPLAT OF VISTA HOMES, BENTON COUNTY, WASHING

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, 1973, 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 25 feet to the front lot line or nearer than 25 feet to the side street line, nor shall have a minimum lot width at the setback line of less than 60 feet. 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. That the existing building on Lot 31, Block 3, may remain as located to-wit: 20 feet from the front line of said lot.

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 60 feet at the front building setback line.

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 \$4,000.00 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 not be 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 grantees, successors and assigns, do hereby dedicate easements for the construction, reconstruction, repair and maintenance of sewer lines, domestic water and irrigation water lines, telephone lines and lines for the delivery of electrical energy over, across and under the rear five (5) feet of each and all of the lots in the plat above described; also over, across and under the west five (5) feet of Lot 2, the east five (5) feet of Lot 3, the south five (5) feet of Lot 15, the east five (5) feet of Lot 17, and the west five (5) feet of Lot 18, all in Block 1; also over, across and under the west five (5) feet of Lot 2 and the north five (5) feet of Lot 22, in Block 2, also the south five (5) feet of Lot 16 and the north five (5) feet of Lot 17, Block 3; also over, across and under the south five (5) feet of Lot 17 and the north five (5) feet of Lot 18, in Block 4.

Said easement shall become effective if and when said utilities are constructed and installed.

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.

IN WITNESS WHEREOF these presents have been executed this 20<sup>th</sup> day of December, 1947.

*E. J. Brand*  
E. J. Brand

*Bertha R. Brand*  
Bertha R. Brand

*Harold G. Fyfe*  
Harold G. Fyfe

*Hazel B. Fyfe*  
Hazel B. Fyfe

ACKNOWLEDGMENT

STATE OF WASHINGTON  
COUNTY OF BENTON

ON THIS 20<sup>th</sup> DAY OF DECEMBER, 1947, APPEARED BEFORE ME PERSONALLY E. J. BRAND & BERTHA R. BRAND, HAROLD G. FYFE & HAZEL B. FYFE TO ME KNOWN TO BE THE PARTIES WHO EXECUTED THE FOREGOING INSTRUMENT AND ON OATH STATED THAT THEY EXECUTED SAID INSTRUMENT FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES SO STATED.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED OFFICIAL SEAL, THIS 20<sup>th</sup> DAY OF DECEMBER, 1947.

*David Grayson*  
NOTARY PUBLIC OF WASHINGTON  
RESIDING AT KENNEWICK

Filed for record at the request  
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