

FEE No. 218074

Filed for Record MAY 22 1942 10:47 AM
 Request of W. N. Hampton, Kennedick, Wash.
 R. E. WISE, County Auditor. 080295

We, the undersigned W. N. Hampton and Ruth Hampton, husband and wife, now declare that we are the owners of record in fee of the following described real property, to-wit:

Lots 1, 2, 3, 4, 5, and 6, block 1;
 Also Lots 1, 2, 3, 4, 5, 6, 7, 13, 14, 15, 16,
 17, 18, and 19, Block 2;

Also Lots 1, 2, 3, 4, 5, 6, and 7, block 3;
 WITH ADDITION according to plat thereof recorded
 in Volume 3 of plats, page 68, records of Benton
 County, Washington.

We now impose upon said property and subject the title thereto to the following restrictions:

(a) No building shall be located on any building plot nearer than 50 feet from the center of the street on which the building plot faces.

(b) No building shall be moved onto any building plot from another location except a conventional type of not less than 676 square feet moved by a regular house mover and leveled, straightened, finished and painted.

(c) No residence shall be erected on any building plot with a one-half gable or shed upper structure and roof, nor less than 676 square foot floor space.

(d) No building of wood structure shall be erected and left unpainted on any building plot.

(e) No building plot shall be sold, leased or occupied by any parties or persons other than of the caucasian race.

(f) No trailers shall be used for living quarters on any building plot.

(g) No garage or other out building except those with full gabled roof shall be erected or placed upon any building plot.

(h) No building on any building plot shall be used for any commercial business.

(i) No residence shall be erected on any building plot without a foundation.

FEE No. 218074

Filed for Record MAY 22 1948 10:47 AM
Request of W. H. Hampton, Kennewick, Wash.
R. E. WISE, County Auditor Box 275

We, the undersigned W. H. Hampton and Ruth Hampton, husband and wife, now declare that we are the owners of record in fee of the following described real property, to-wit:

Lots 1, 2, 3, 4, 5, and 6, block 1;
Also Lots 1, 2, 3, 4, 5, 6, 7, 13, 14, 15, 16,
17, 18, and 19, Block 2;
Also Lots 1, 2, 3, 4, 5, 6, and 7, block 3;
RUTH ADDITION, according to plat thereof recorded
in Volume 3 of plats, page 66, records of Benton
County, Washington.

We now impose upon said property and subject the title thereto to the following restrictions:

- (a) No building shall be located on any building plot nearer than 60 feet from the center of the street on which the building plot faces.
- (b) No building shall be moved onto any building plot from another location except a conventional type of not less than 676 square feet moved by a regular house mover and leveled, straightened, finished and painted.
- (c) No residence shall be erected on any building plot with a one-half gable or shed upper structure and roof, nor less than 676 square feet floor space.
- (d) No building of wood structure shall be erected and left unpainted on any building plot.
- (e) No building plot shall be sold, leased or occupied by any parties or persons other than of the caucasian race.
- (f) No trailers shall be used for living quarters on any building plot.
- (g) No garage or other out building except those with full gabled roof shall be erected or placed upon any building plot.
- (h) No building on any building plot shall be used for any commercial business.
- (i) No residence shall be erected on any building plot without a foundation.

(3) No wood structure building shall be erected on any building plot using any other than wood siding, wood shakes, or asbestos shingles or shakes.

(4) An easement is reserved over the west 5 feet of Lot 2, Block 2, and the west 5 feet of Lot 18, Block 2.

The foregoing restrictions are declared to be and constitute covenants running with the land and shall be binding upon all parties and all persons hereafter acquiring title to or in occupancy of possession of any of the above described property until January 1, 1953, at which time said restrictions and covenants shall be extended automatically and without action for successive periods of ten (10) years unless by an agreement in writing executed by a majority of the then owners of the lots herein described it is agreed to change said covenants and restrictions in whole or in part. If any person or party owning, or in occupancy of any of the real property described herein or their heirs, grantees, successors and assigns shall violate or attempt to violate any of the restrictions herein set forth any other person or persons then owning or in occupancy thereof shall have the right to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any restriction or covenant and restrain and enjoin him, or them, from continuing such violation and/or to recover damages on account thereof.

If any restriction or covenant herein contained shall be held by any Court either by judgment or by court order to be invalid, such determination or judgment shall not in any manner affect any of the other provisions hereof and the same shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their signatures thereto this 21st day of May, 1948

W. H. Hampton
Roch Hampton

(j) No wood structure building shall be erected on any building plot using any other than wood siding, wood shakes, or asbestos shingles or shakes.

(k) An easement is reserved over the west 5 feet of Lot 2, Block 2, and the west 5 feet of Lot 18, Block 2.

The foregoing restrictions are declared to be and constitute covenants running with the land and shall be binding upon all parties and all persons hereafter acquiring title to or in occupancy of possession of any of the above described property until January 1, 1958, at which time said restrictions and covenants shall be extended automatically and without action for successive periods of ten (10) years unless by an agreement in writing executed by a majority of the then owners of the lots herein described it is agreed to change said covenants and restrictions in whole or in part. If any person or party owning, or in occupancy of any of the real property described herein or their heirs, grantees, successors and assigns shall violate or attempt to violate any of the restrictions herein set forth any other person or persons then owning or in occupancy thereof shall have the right to prosecute any proceeding of law or in equity against the person or persons violating or attempting to violate any restriction or covenant and restrain and enjoin him, or them, from continuing such violation and/or to recover damages on account thereof.

If any restriction or covenant herein contained shall be held by any Court either by judgment or by court order to be invalid, such determination or judgment shall not in any manner affect any of the other provisions hereof and the same shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their signatures thereto this 21ST day of May 1948

W. H. Hampton

Reah Hampton

(j) No wood structure building shall be erected on any building plot using any other than wood siding, wood shakes, or asbestos shingles or shakes.

(k) An easement is reserved over the west 5 feet of Lot 2, Block 2, and the west 5 feet of Lot 18, Block 2.

The foregoing restrictions are declared to be and constitute covenants running with the land and shall be binding upon all parties and all persons hereafter acquiring title to or in occupancy of possession of any of the above described property until January 1, 1959, at which time said restrictions and covenants shall be extended automatically and without action for successive periods of ten (10) years unless by an agreement in writing executed by a majority of the then owners of the lots herein described it is agreed to change said covenants and restrictions in whole or in part. If any person or party owning, or in occupancy of any of the real property described herein or their heirs, grantees, successors and assigns shall violate or attempt to violate any of the restrictions herein set forth any other person or persons then owning or in occupancy thereof shall have the right to prosecute any proceeding of law or in equity against the person or persons violating or attempting to violate any restriction or covenant and restrain and enjoin him, or them, from continuing such violation and/or to recover damages on account thereof.

If any restriction or covenant herein contained shall be held by any Court either by judgment or by court order to be invalid, such determination or judgment shall not in any manner affect any of the other provisions hereof and the same shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their signatures thereto this 21ST day of May 1948

W. H. Hampton

Reck Hampton

STATE OF WASHINGTON)
Franklin) SS
COUNTY OF BENTON)

On this day personally appeared before me W. H. Hampton
and Ruth Hampton 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 21st day of

May, 1948.



Ralph H. Roberts
Notary Public in and for the
State of Washington, Residing
at Emmet, Pasco.

RECEIVED
FEBRUARY 21 1948
FEDERAL COMMUNICATIONS
COMMISSION
WASHINGTON, D. C.

STATE OF WASHINGTON)
FRANKLIN) SS.
COUNTY OF BENTON)

On this day personally appeared before me W. H. Hampton
and Ruth Hampton to me known to be the individuals described in
and who executed the within and forgoing 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 21st day of

May, 1948.



W. H. Hampton
Notary Public in and for the
State of Washington, Residing
at Kennelworth, Pasco.