

A-16476

## PROTECTIVE COVENANTS SOUTH VIEW ESTATES

KNOW ALL MEN BY THESE PRESENTS: That Walt Bendewald and Bettie M. Bendewald, husband and wife, and Keith Adams and Alice M. Adams, husband and wife, being owners in fee simple of the following described real property situated in the County of Benton, State of Washington, to-wit:

Lots 1 through 8, Block 1  
 Lots 1 through 16, Block 2  
 Lots 1 through 24, Block 3, all in South View Estates  
 according to plot thereof recorded in Volume 9 of plats,  
 page 34 records of said county

do hereby make said real property subject to the following Protective Covenants and Restrictions, which Restrictions and Covenants run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 2001, at which time said Covenants and Restrictions shall automatically extend for successive periods of ten years unless by a vote of a majority of the then owners of the lots it is agreed to change said Covenants and Restrictions in whole or in part. These Protective Covenants and Restrictions are being designed for the purpose of keeping said Addition desirable, uniform and suitable in architectural design and use as herein specified:

1. LAND USE AND BUILDING TYPE: No lot shall be used except for Residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single dwelling not to exceed two stories in height and a private garage for not more than three cars. Trailers shall not be stored or parked on the premises nearer than front property line than the minimum set-back line.

2. ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure 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 and respect to topography and finish grade elevation. No fence, hedge, or mass planting, (other than foundation planting), or wall, shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line, unless similarly approved.

The Architectural Committee is composed of any three of the above fee simple owners.

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VERNER MILLER, AUDITOR  
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CHECKED BY \_\_\_\_\_

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 shall have full authority to designate a successor. Neither the members of the Committee nor its designated Representative shall be entitled to any compensation for services performed pursuant to the Covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the committee or restore it any of its powers and duties.

The Committee's approval and disapproval as required in these Covenants shall be in writing. In the event the Committee, or its designated Representative, fails to approve or disapprove within 30 days after plans and specification have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related Covenants shall be deemed to have been fully complied with.

3. DWELLING SIZE AND QUALITY: The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,100 square feet for a one-story dwelling without basement, nor less than 960 square feet for a one-story dwelling with a full basement, nor less than 960 square feet for each story of a dwelling of more than one story. Further every dwelling shall have attached a double garage of at least 20 X 22 square feet.

Any dwelling or structure erected or placed on any lot shall be completed as to external appearance including finished painting within nine months from the date of commencement of construction.

4. BUILDING LOCATION: All set-back lines, sidelines and other building restrictions shall be in accordance with the applicable Ordinances of the County of Benton, except that front set-back lines on all lots will be a minimum of 25 feet.

5. TIME ALLOWED TO BUILD AFTER LOT PURCHASE: Grantor conveys these lots for immediate construction of dwellings only, it being understood that one year from conveyance is considered as a reasonable length of time to allow for commencement of construction. Owners of improved lots shall be expected to keep lots free from unsightly weeds and growth.

6. LOT AREA AND WIDTH: No lot shall be re-subdivided or divided into more than one lot, nor shall any dwelling be erected or placed on a lot of less than 10,000 square feet.

7. EASEMENTS: Easement for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat and over the five feet of each lot. Within these and all other easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow or drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lots, except for which a Public Authority or Utility Company is responsible. Whenever the use of said easements shall cease, the same shall revert to the owners of the land affected by said easement.

8. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

9. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

10. DRIVEWAYS: Each lot will have a concrete driveway of at least 12 feet in width from curb to front set-back line.

11. SIGNS: No sign of any kind shall be 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, sign used by builder to advertise the property during the construction and sales period may not be more than thirty-two square feet. The developer may have such signs as he deems necessary for promotion of the development.

12. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot.

13. LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except dogs and cats may be kept provided that they are not kept, bred or maintained for any commercial purpose.

14. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. Trash, garbage or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

15. WATER SUPPLY: No individual water supply system shall be permitted on any lot.

16. PROTECTIVE SCREENING: No fence, wall, hedge or mass planting shall be permitted that is over six feet in height and such shall be for privacy only and not to obstruct the view of neighboring dwellings.

17. SIGHT DISTANCES AT INTERSECTIONS: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines extended. The same sight line limitations shall apply on any lot within ten feet from the intersection of the street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

18. BREACH: 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 the aforesaid Addition, to prosecute any proceedings at law or in equity against the person or persons violating any such Covenant, and either to prevent him or them from doing so or to recover damages or other dues for such violation.

Invalidation of any one of the aforesaid Covenants by judgement or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

SIGNED AND ACKNOWLEDGED this 16<sup>th</sup> day of June, 1975.  
SOUTH VIEW ESTATES

Walt Bendewald  
Walt Bendewald

Keith Adams  
Keith Adams

Bettie M. Bendewald  
Bettie M. Bendewald

Alice M. Adams  
Alice M. Adams

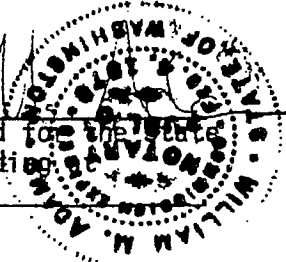
STATE OF WASHINGTON

County of Benton

On this day personally before me Walt Bendewald and Bettie Bendewald, husband and wife, Keith Adams and Alice Adams, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that Walt Bendewald and Bettie Bendewald, husband and wife, Keith Adams and Alice Adams, husband and wife, a free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 16<sup>th</sup> day of June, 1975.

*William M. Adams*  
Notary Public in and for the State  
of Washington, residing  
*Kennewick*



Return to: B-A Investments  
3400 W. Clearwater  
Kennewick, WA 99336