

354801

Filed for Record MAR 26 1956 11:01 A.M.
Request of D. S. Wilkinson
5414 W. Arrowhead
Kennewick, Wash.

VOL 12 PAGE 115

R. E. WISE, County Auditor

RESTRICTIVE COVENANTS

TRI-CITY HEIGHTS, INCORPORATED

FLAT NO. 4

The undersigned Tri-City Heights, Inc., the owner of the following described real property, in Benton County, Washington, to-wit:

Tri-City Heights No. 4, according to plat thereof recorded in volume 5, page 53, records of Benton County, Washington,

does hereby declare as follows:

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 persons claiming under them until April 1, 1986, at which time said covenants shall automatically be extended for successive periods of ten years, unless by vote of a majority of the then land 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 sub-division to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants 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 described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than a detached single-family dwelling, not to exceed one story in height, and a private garage for not more than two cars. All said structures shall be of new construction. Nothing herein contained shall prevent the use of one and one half or two lots as a single residential site in which event said site shall be considered as one lot for the purposes of these covenants.

(2) No building shall be located nearer than 35 feet to the front lot line, or near than 15 feet to the side lot line, or nearer than 10 feet from the back lot line. Except on corner lots at street intersections the setback on the side street shall be no less than 25 feet.

(3) No trailer, basement, garage, or other outbuilding erected or placed on any lot for use during construction period, as a temporary residence during the construction of a permanent residential dwelling shall be allowed to remain more than one year for such use.

(4) No dwelling, the ground floor area of which structure, exclusive of open porches and garages, shall be less than 1200 square feet.

(5) Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearances, including finished painting, within one year of date of commencement of construction.

(6) No fence, wall, hedge, or other mass planting over three-feet high, other than foundation planting, shall be permitted between the street line and the minimum set back line of the main building. No cottonwood, poplar, soft maple or weeping willow trees shall be permitted.

(7) No noxious or offensive trade or activity shall be carried on upon any lot or shall anything be done thereon which shall be or become an annoyance to the neighborhood.

(8) No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than twelve by eighteen inches, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder or developer to advertise the property during the construction and sales period.

(9) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for commercial purposes.

(10) The Grantors, for themselves and their Grantees, successors and assigns, do hereby dedicate the plat above described, subject to utility easements over, across and under 5, 10 and 16 feet of the lots as described by the hypenated lines and designated as utility easements on the face of the recorded plat for the purpose of installation, construction, re-construction, repair and maintenance of sewer lines, domestic and irrigation water lines, telephone lines, electric power lines, gas lines and any other public utilities.

IN WITNESS WHEREOF, Tri-City Heights, Inc. a Washington corporation, has caused this instrument to be executed by its proper officers and its corporate seal to be hereto affixed this 24 day of March, 1956.

Tri-City Heights, Inc.

By: [Signature] President

By: [Signature] Secretary

STATE OF WASHINGTON) ss
COUNTY OF BENTON)

On this 24 day of March, 1956, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared C. J. Dam and D. S. Wilkinson, to me known to be the President and Secretary, respectively, of Tri-City Heights, Inc., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation. Witness my hand and seal hereto affixed the day and year first above written.



[Signature]
Notary Public in and for the State of Washington, residing at Kennewick.