

INDEXED BY *[Signature]*FILED BY *[Signature]*CHECKED BY *[Signature]*PROTECTIVE COVENANTS  
OF  
VIEWLAND SUBDIVISION

MAR 24 2 33 PM '70

VIVIAN K. BABCOCK, AUDITOR  
DEPUTY *253*

KNOW ALL MEN BY THESE PRESENTS: We the undersigned, Lester E. Babcock and Vivian K. Babcock, being his wife, being all the persons having any interest in all lands embraced in

VIEWLAND SUBDIVISION, located in section 18, township 8 north, range 30 east W. M., Benton County, Washington as shown by the official plat of Viewland Subdivision on file and of record in the office of the Auditor and Recorder of Benton County, Washington.

do hereby declare the following restrictions and covenants which shall run with the land and be binding on all parties and all persons claiming under them until January 1, 1975, at which time said covenants shall be automatically extended for successive periods of 5 years, unless by vote of a majority of the then owners of the lots and it is agreed to change said covenants in whole or in part.

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

1. The undersigned or his representative reserve the right to inspect, control and pass upon all plans and building locations prior to construction, and he shall continue to serve as such committee until a successor committee of three persons shall have been elected by a majority of the land owners in the subdivision. Any committee of three so elected shall thereafter continue to serve until successors have been elected by the majority of the land owners in the subdivision. Such committee shall not have authority to waive any conditions of these covenants, but failure to secure their approval will be deemed a violation and any construction or activity without such approval may be enjoined and damages collected for the violation by any land owner in the subdivision.
2. All lots in said Viewland subdivision shall be known and described as residential lots.
3. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one new single family dwelling not to exceed one and one-half stories in height and a private garage for not more than 3 cars. Lot 6, block 1, excepted, existing buildings.
4. No building shall be located nearer than 25 feet to the front lot line or nearer than 25 feet to the side street line. No building, except a detached garage shall be located nearer than 15 feet to any side lot line.
5. No dwelling or structure shall be placed or erected on any lot within the plat which does not equal or exceed F. H. A. minimum specifications for residential housing.

6. Any dwelling erected on any lot in the subdivision shall be completed as to external appearance including finished painting, within six months from date of start of construction.

7. No dwelling costing less than \$25,000.00 shall be permitted on any lot in the tract. The ground floor area shall not be less than 1400 square feet, not including open porches and garages.

8. Each and every structure erected within said addition shall be maintained at all times in a neat and clean condition. All lawns and landscaping shall be maintained in the same manner.

9. No trailer, basement, tent, garage 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.

10. No noxious or offensive trade or activity shall be carried on upon any residential lot nor shall anything be done thereon which shall constitute a nuisance or become generally recognized as any annoyance to the neighborhood. No signs or billboards shall be displayed on any premises, except as to temporary signs used in the sale of individual properties. No livestock, except dogs and cats kept for pets, shall be permitted upon the real property. All dogs will be kept on leash or in runs provided by the owner.

11. Dogs, cats, or other household pets may be kept, providing these animals do not create any annoyance or nuisance to residents and invitees of said addition. If complaints are made by 50% or more of the residents of said addition, the offensive animal or animals shall be disposed of immediately by the owner.

12. No garbage, rubbish or noxious materials shall be placed, stored or allowed to accumulate in any unenclosed container for any period of time. All enclosed garbage, rubbish or noxious materials shall be hauled away from premises or otherwise disposed of in a lawful manner not less frequently than once each week. There will be no burning barrels.

13. Any fences must be of good appearance and no fence, hedge or boundary wall situated anywhere upon residential lot shall have a height greater than 6 feet and no fence, hedge or boundary wall shall be erected closer to the front property line than 30 feet.

14. In event private irrigation lines are installed, no one shall be permitted to connect into said line without first having paid all public and private charges, applicable thereto. The cost of installing an irrigation line shall be pro-rated to each property owner, based upon a fixed fee per front foot of their individual holdings.

15. Until such time as a sanitary sewer system shall have been constructed to service this subdivision, a sewage disposal system constructed in accordance with the requirements of the Health Authority with jurisdiction shall be installed to serve each dwelling.

16. The grantor, for themselves and their successors and assigns, dedicate easements for public utility purposes, over the public utility easement strips shown in recorded plat. Said easements are hereby 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.

Lester E. Babcock  
H. Babcock

4.00pcd  
3-11

BT-110

SECOND AGREEMENT MODIFYING PROTECTIVE COVENANTS OF VIEWLAND SUBDIVISION

CHECKED BY D.L.  
CHECKED BY \_\_\_\_\_

This agreement is entered into this 11<sup>th</sup> day of July, 1979, by the undersigned parties having an interest in various lots of:

JUL 13 8 25 AM '79

VIEWLAND SUBDIVISION, located in Section 18, Township 8 North, Range 30, East of the Willamette Meridian, Benton County, Washington as shown by the official plat of Viewland Subdivision on file and of record in the office of the Auditor and Recorder of Benton County, Washington

VERNER MILLER, AUDITOR  
DEPUTY  
RECORDED IN VOL. 379

do hereby state that the restrictions and covenants filed March 24, 1970, under Auditor's File No. 610001, records of Benton County, Washington, as amended by the first agreement modifying said covenants dated December 5, 1976, hereby, remain in effect and is made a part hereof by this reference except for the following changes:

BENTON FRANKLIN TITLE CO.

1. Paragraph 3. is hereby amended to read as follows:

"3. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one new single family dwelling not to exceed one and one-half stories in height and a private garage for not more than 3 cars. Lot 6, Block 1 excepted, existing buildings. And Lot 9, Block 1 is also excepted upon which a two story family dwelling may be constructed."

2. Paragraph 4. is hereby amended to read as follows:

"4. No building shall be located nearer than 25 feet to the front lot line or nearer than 25 feet to the side street line. No building, except a detached garage shall be located nearer than 15 feet to any side lot line. Lot 9, Block 1 excepted upon which a family dwelling may be located within 15 feet of any side lot line, but not nearer than 10 feet."

3. This agreement shall be effective as of May 1, 1979.

IN WITNESS whereof the following persons have set their hands and seals.

<u>[Signature]</u>	<u>[Signature]</u>
<u>[Signature]</u>	<u>[Signature]</u>
<u>[Signature]</u>	<u>[Signature]</u>
<u>[Signature]</u>	<u>[Signature]</u>

Second Agreement Modifying Protective Covenants of Viewland Subdivision

BF

BENTON FRANKLIN TITLE CO.

Licki L Madden  
Oliver A. Meluh  
Richard H. Hoffmann  
William Clark  
Hilary J. ...  
Charles E. Conroy

Lawrence P. ...  
Carol E. ...  
William ...  
Karl ...  
Dean M. ...  
John P. ...  
Ray ...

STATE OF WASHINGTON )  
County of Franklin ) ss.

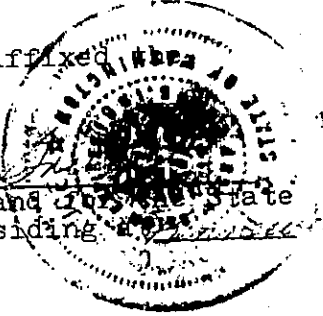
On this 11th day of July, 1979, before me personally appeared \_\_\_\_\_

Property owners as listed above  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

to me known to be the individuals who executed the foregoing instrument, and acknowledged that said instrument to be their free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

Witness my hand and official seal thereto affixed day and year in this certificate above written.

Nancy C. ...  
NOTARY PUBLIC in and for the State of Washington, residing at ...



Second Agreement Modifying Protective Covenants of Viewland Subdivision