

116/14

FEE No. 280018

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DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, being the owners and other holders of interests in the several portions of the plat of Vista Heights, volume 4 of District page 26, records of Clallam County, Washington, each in consideration of the others joining herein do hereby declare the following restrictions and covenants which shall run with all lots hereinafter and shall be binding on all parties and all persons claiming by through and under any of the undersigned:

Except for temporary residence purposes no buildings shall be erected or placed on the plat except single dwellings of not to exceed 2 stories in height and cost not less than \$6000 each, and private garage buildings of a capacity for not more than 2 cars each. No dwelling shall be located on a building plot of a width of less than 60 feet, and only one such dwelling and one such garage shall be located on each building plot.

Any dwelling or structure erected or placed on any building plot in this plat shall be completed as to external appearance, including finished painting, within 24 months from date of location or erection of a temporary residence on said plot or within 24 months from date of commencement of construction of a permanent dwelling or structure, whichever period expires first.

No trailer, basement, tent, shack, garage, barn or other building of any kind whatsoever erected or placed on a building plot shall be used as a residence beyond the expiration of the 24-month period stated in the preceding paragraph and shall be removed from the plat by the end of such period, except when such building is part of a permanent residence building or a garage of such character as to comply with the requirements of these covenants.

No noxious or offensive trade or activity shall be carried on from any building on this plat nor shall anything be done thereon which may be a nuisance to the neighborhood.

Any violation of these restrictions and covenants may be enjoined, and the threat of violation restrained by the owner of any lot or portion of any lot, or of any interest in any lot, in said plat. Such right to enjoin and restrain shall not prevent any injured party from exercising any and every other right permitted by law to prevent violation hereof and to recover damages suffered because of violations or threat thereof.

Invalidation of any portion of these covenants shall in no wise affect any of the remainder.

IN WITNESS WHEREOF we have hereunto set our hands at Kennewick, Washington, this 7th day of July, 1951.

C. P. McKelvey
Mrs. A. P. McKelvey
Katherine W. Taylor
Opal E. Taylor
Paul E. Taylor
Dorothy Taylor
Halter's Shipyards
Mrs. Sarah E. Shepard
Royce Eastman
Jack J. Steiner
Gordon W. Steiner
Ira Steiner

Owner of or interest in Lot 8
Pl. 2
Owner of or interest in
Owner of or interest in
Lot 8 Pl. 1
Owner of or interest in Lot 9 and No. 40 feet of Lot 10, Block 2
Owner of or interest in
Owner of or interest in

Poor Quality Original

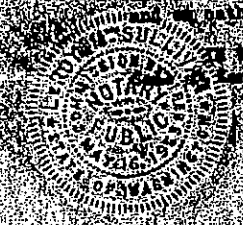
STATE OF WASHINGTON

County of Benton

Before me the undersigned Notary Public in and for the State of Washington personally appeared on July 7, 1951, WALTER B. SHEPARD, JAMES W. SHAW, JAMES O. SHAW, HERBERT DEANARD, EDITH B. HILLARD, R. L. SHEPARD, ADIE M. VANERHOUSE, DELPHINE C. BLAND, R. L. BLAND, and on July 9, 1951, C. F. McKEIVY, MRS. G. P. McKEIVY, JACK W. STRAY, E. B. BASTENWOOD, E. IRVING BASTENWOOD, F. W. WINTER, ROSIE L. WINTER, and on July 12, 1951, F. A. SHAW, EUGEN G. ROBERTS, EVALENE ROBERTS, and on July 13, 1951, LECTER W. FORAKER, and on July 20, 1951, F. M. SANDERS, and on July 23, 1951, KEITH L. HAUGH, ROBY HAUGH, and on July 25, 1951, OPAL G. FORAKER, BESSIE M. HAUGH, CLAIR L. HAUGH, and on August 7, 1951, HERBERT FORAKER, VERDINE DAVIS, and on August 8, 1951, EMMETT BASTENWOOD, HOMER A. DAVIS, and on September 8, 1951, MRS. OPRERON E. SHEPARD, ARICE M. SHEPARD, and on October 4, 1951, MARGARET SANDERS, and on October 5, 1951, A. G. WHEELER, MAY E. WHEELER, and on October 7, 1951, LILA SHAW, and on October 22, 1951, STEWART S. CLAYTON, and on November 2, 1951, HERBERT J. LARSTON and FAUSTINE LARSTON.

Each and all of us know to be the identical individuals that signed the foregoing Declaration of Protective Covenants, and they severally acknowledged to me, under OATH, each for herself or herself and not one for the other, that they executed the same freely and voluntarily for the uses and purposes therein mentioned, and on July 24, 1951, G. M. HILLISSION, as known to be the Assistant Cashier of the National Bank of Commerce at Seattle, Kenneswick Branch, the corporation that executed the foregoing Declaration of Protective Covenants, 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 we both stated that he is authorized to execute the said instrument.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my Notarial Seal at Kenneswick, Washington, this the 2nd day of November, 1951.



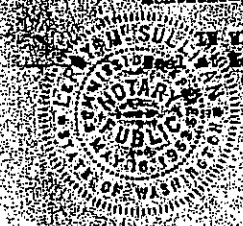
G. M. Hillierson
 NOTARY PUBLIC in and for the State of Washington, residing at Kenneswick.

STATE OF WASHINGTON

County of Benton

Before me the undersigned Notary Public in and for the State of Washington personally appeared on November 2, 1951, JAMES D. GIARD, Vice President of GIARD-SONS, Co., a Washington corporation, and acknowledged the foregoing Declaration of Protective Covenants to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and that he was authorized to execute the said instrument.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my Notarial Seal at Kenneswick, Washington, this the 3rd day of November, 1951.



G. M. Hillierson
 NOTARY PUBLIC in and for the State of Washington, residing at Kenneswick.