

318358

VOL 11 PAGE 309

Filed for Record JAN. 28. 1954 9:59 am
Agent of Guthrie Construction Co.
1928 Duval Spokane, Wn.
R. E. WICE, County Auditor.

PROTECTIVE COVENANTS

Covering VISTA HOMES #5
An Addition to the City
of Kennewick, Washington.

KNOW ALL MEN BY THESE PRESENTS:

That Whereas, Modern Home Builders, Inc., a Washington Corporation, and M. G. Helm and Ada M. Helm, being the then owners of all of the lots in the subdivision known as Vista Homes #5, an Addition to the City of Kennewick, Benton County, Washington, as shown and designated on the plat thereof recorded in the files of said County, filed a document of Protective Covenants, covering the said property, for record June 18, 1953, as Auditor's File No. 309277 in the office of the Auditor of Benton County; and

Whereas, Guthrie Investments, Inc., a Washington corporation, and Modern Home Builders, Inc., a Washington corporation are now the sole owners of the said property included in the said Protective Covenants; and

Whereas, the present owners desire to change the said Protective Covenants;

NOW, THEREFORE, the afore-described covenants hereby are cancelled and shall be null and void, and the following Covenants shall be substituted therefor:

This Plat and Dedication are made subject to the following restrictions and covenants which shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty-two (32) years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years; unless an instrument signed by the then owners of a majority of the lots has been recorded, agreeing to change said Covenants in whole or in part.

If any of the owners, their successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person then owning any of the lots in the said development or subdivision, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant 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.

ONE: All lots in the tract shall be known and be described as residential lots. No structure shall be erected, altered, placed or be permitted to remain on any residential building lot other than one detached single family dwelling, not to exceed one and one-half stories in height, and a private garage.

TWO: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

THREE: No building shall be located nearer than twenty (20) feet to the front lot line or nearer than ten (10) feet to the side street line. No building, except a detached garage or other outbuilding located seventy (70) feet or more from the front lot line, shall be located nearer than five (5) feet to any side lot line.

FOUR: No building shall be erected or placed on any lot, or portion thereof, having a width of less than fifty (50) feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot, or portion thereof, having an area of less than Five Thousand (5,000) square feet.

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

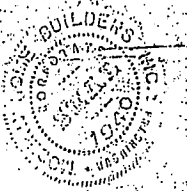
SIX: No dwelling shall be permitted on any lot at a cost of less than Eight Thousand Five Hundred Dollars (\$8,500.00), based upon cost levels prevailing on the date these covenants are recorded; it being the intention and purpose of these covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded, at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than seven hundred (700) square feet for a one-story dwelling, nor less than six hundred and fifty (650) square feet in the case of a one and one-half story structure.

SEVEN: Public utility easements over, under and across the lots, as designated on the face of the recorded plat, shall not be used for any purpose inconsistent with their use as public utility easements. Said easements shall become effective if and when said utilities are constructed and installed.

EIGHT: Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finished painting, within eight (8) months from the date of commencement of construction, provided however, that such period for completion shall be extended sufficiently to compensate for unavoidable delays caused by Acts of God, strikes, embargoes, hostilities, seizures, orders of governmental authorities or any other interruptions beyond the control of the owner.

NINE: 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 that they are not kept, bred or maintained for any commercial purposes.

IN WITNESS WHEREOF, the undersigned, owners of the above property, have signed and sealed these Protective Covenants this 20th day of January, 1954.



MODERN HOME BUILDERS, INC.

By G. O. Medack
G. O. Medack, President

GUTHRIE INVESTMENTS, INC.

By Ralph D. Guthrie
Ralph B. Guthrie, President

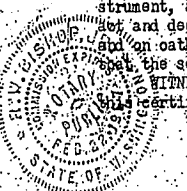


STATE OF WASHINGTON)
COUNTY OF KING) SS.

On this 20th day of January, 1954, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared G. O. Medack, to me known to be the President of Modern Home Builders, 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 he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

P. W. Bishop
NOTARY PUBLIC in and for the State of Washington, residing at Seattle



STATE OF WASHINGTON)
COUNTY OF SPOKANE) SS.

On this 25th day of January, 1954, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Ralph D. Guthrie, to me known to be the President of Guthrie Investments, 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 he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

John W. Puse
NOTARY PUBLIC in and for the State of Washington, residing at Spokane



Mail to:
Guthrie Construction Co.
3926 N. Nevada
Spokane, Wash.

FEE No. 309227

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Filed for Record JUN 18 1953
Request of [unclear]
Kennewick, Wash.
R. E. WISE, County Auditor

PROTECTIVE COVENANTS

covering VISTA HOMES #5, an Addition to
the City of Kennewick, Washington

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KNOW ALL MEN BY THESE INSTRUMENTS:

That Modern Home Builders, Inc., a Washington corporation, and M. C. Helm and Ada M. Helm, being the owners of all of the lots in the subdivision known as Vista Homes #5, an Addition to the City of Kennewick, Benton County, Washington, as shown and designated on the plat thereof recorded in the files of said County, do hereby declare the following Protective Covenants, conditions and reservations as established pertaining to all of the lots therein.

This Flat and Dedication are made subject to the following restrictions and covenants which shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the then owners of a majority of the lots has been recorded, agreeing to change said Covenants in whole or in part.

If any of the owners, their successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person then owning any of the lots in the said development or subdivision, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either

to prevent him or them from so doing or to recover damages or other sums 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.

ONE: All lots in the tract shall be known and be described as residential lots. No structure shall be erected, altered, placed or be permitted to remain on any residential building lot other than one detached single family dwelling, not to exceed one and one-half stories in height, and a private garage.

TWO: Multiple dwelling units may be constructed on Lots 1, 59, 60, 61, 62 and 63 only.

THREE: No building shall be erected, placed, or altered on any lot in this subdivision until the external design and location thereof shall have been approved in writing by the neighborhood committee, which shall be appointed or elected by the owners, or owner, of a majority of the lots which are subject to the covenants herein set forth; provided, however, that if such committee fails to approve or disapprove such design and location within thirty (30) days after such plans have been submitted to it, or if no suit to enjoin the erection of such buildings or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required. Said committee shall consist of not less than three (3), nor more than five (5) members, all of whom shall be citizens of Eenton County, Washington, and the decision of a majority shall be binding. Individual vacancies shall be filled promptly by majority vote of the surviving members. Should the membership of the committee be reduced to less than a majority at any time, by simultaneous death,