

PROTECTIVE COVENANTS

Wendell Brown Addition to Pasco

Franklin County, Washington

162874

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KNOW ALL MEN BY THESE PRESENTS:

That Wendell F. Brown and Irene L. Brown, his wife, Owners, and Modern Home Builders, Inc., a Washington corporation, a Union Soldier, hereby declare the following Protective Covenants, their conditions and reservations as established pertaining to all of the property in the said Wendell Brown Addition.

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 all persons claiming under them for a period of thirty five (35) 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 a majority of the then owners of the lot has been recorded, agreeing 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 subdivision to prosecute any proceedings at law or in equity against the violator, or violators, violating, or attempting to violate, any such covenant and attempt to prevent him, or them, from doing, or to do, any damage or other due to such violation.

Invalidation of any one of these covenants by the act of a court 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 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 for not more than two cars.

2. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line.

3. No building shall be located nearer than twenty (20) feet to the front lot line, or nearer than five (5) 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.

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4. No dwelling shall be erected or placed on any lot having a width of less than six (60) feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than six thousand (6,000) square feet.

5. 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.

6. No dwelling shall be permitted on any lot at a cost of less than nine thousand dollars (\$9,000.00), based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the 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 terraces, shall be not less than seven hundred and twenty (720) 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.

7. 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 utilities easements. Said easements shall become effective if and when the said utilities are constructed and installed.

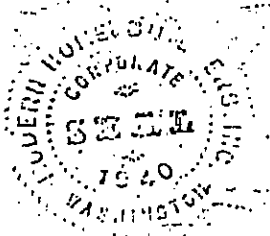
8. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to exterior appearance, including finished painting, within eight (8) months after date of commencement of construction.

In witness whereof, the parties hereto have executed this instrument this 31st day of August, 1954.

Wendell F. Brown
Irene L. Brown
Owners

Walter H. ...
Union Holder

W. H. ...
W. H. ... President



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STATE OF WASHINGTON)
County of Franklin) ss

On this 31st day of August, 1954, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared, Wendell P. Brown and Irene L. Brown, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

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

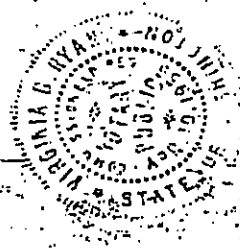


Mildred M. Hofmaster
Mildred M. Baker
Notary Public in and for the State
of Washington, residing at Pasco.

STATE OF WASHINGTON)
County of King) ss

On this 27th day of August, 1954, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared, C. C. Redack, to me known to be the President of 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.



Virginia B. Ryan
Notary Public in and for the State
of Washington, residing at Seattle.

Filed for Record 2-7-55
Request of CITIZENS ABSTRACT COMPANY
for a certified abstract copy
of the instrument to
Dorothy Turner, County Auditor.