

739294

PROTECTIVE COVENANTS RUNNING WITH LAND

VOL. 335 PAGE 168

OCT 10 11 53 AM '77

FOR

WINDSONG

INDEXED BY *[Signature]*

CHECKED BY *[Signature]*

RECORDED BY *[Signature]*
AUDITOR'S FILE NO. 035

Recorded Auditor's File No.

THIS INDENTURE AND DECLARATION of covenants running with the land, made this day of September, 1977, by AMERICAN PACIFIC CORPORATION, a Washington corporation.

WITNESSETH:

WHEREAS, said parties are the owners in fee of WINDSONG, an addition to Benton County, Washington, as recorded in Volume 11 of Plats, Page 47, Records of Benton County, which property is located in Benton County, Washington, and

WHEREAS, it is the desire of said parties that said covenants be recorded and that said protective covenants be thereby impressed upon said land for the mutual benefit of all owners, present and future, now, therefore

IT IS HEREBY MADE KNOWN THAT said parties do by these presents make, establish, confirm and hereby impress upon WINDSONG, an addition to Benton County, Washington, according to plat thereof recorded in Volume 11 of Plats, Page 47, Records of Benton County, Washington, which property is all located in Benton County, Washington, the following protective covenants to run with said land, and to hereby bind said parties and all of their future grantees, assignees and successors to said covenants for the term hereinafter stated and as follows:

1. The area covered by these covenants is the entire area described above.
2. Each lot shall be used only for one single-family detached residence and related accessory buildings.
3. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1250 square feet for a one-story dwelling, nor less than 1,000 square feet for a dwelling of more than one story.
4. No building shall be located on any lot nearer to the front lot line or nearer to the side street than the minimum building set-back lines shown on the recorded planned development. In any event, no building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 25 feet to any side street line. No garage shall be located nearer than 25 feet to the front lot line. No residential building shall be located closer than 10 feet to the Northwest Pipeline easement. No building shall be located nearer than 10 feet to an interior lot line, except that a 5-foot side yard shall be required for a detached garage or other permitted accessory building. No accessory building shall be located closer than 10 feet to any other building. No dwelling shall be located on any lot nearer than 25 feet to the rear lot line. For purposes of this covenant, steps and uncovered porches shall not be considered as a part of a building. Eaves, balconies, and similar architectural features may project into required yards a distance not to exceed three feet.
5. No dwelling shall be erected or placed on any lot having an average width of less than 75 feet, nor shall any dwelling be erected or placed on any lot having an area of less than 12,500 square feet.
6. Easements for surface drainage are reserved as follows: 5 feet parallel and adjacent to all side lot lines and 10 feet parallel and adjacent to all rear lot lines. Easements for installation and maintenance of utilities are reserved as shown on the recorded plat or other instrument of public record. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility

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company is responsible.

7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become annoying or a nuisance to the neighborhood.
8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or any other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
9. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finish painting, within 9 months from date of start of construction except for reasons beyond control in which case a longer period may be permitted.
10. One permanent sign displaying the name of the subdivision shall be permitted at the entrance to the subdivision. Other permanent signs on any lot within the subdivision shall be limited to one sign of not more than one square foot identifying the occupant of the residence. Temporary signs shall be allowed for the purpose of advertising property for sale or rent.
11. No animals or livestock 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 commercial purposes.
12. No lot shall be used or maintained as a dumping ground for rubbish; trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
13. No individual water supply system shall be permitted on any lot unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of Benton-Franklin District Health Department. Approval of such system as installed shall be obtained from such authority.
14. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shaft be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
15. No individual sewage disposal system shall be permitted on any lot unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of Benton-Franklin District Health Department. Approval of such system as installed shall be obtained from such authority.
16. No fence, wall, or hedge shall be erected, placed, or altered on any lot nearer to any street than the building set-back line; except no fence setbacks from West 10th Avenue shall be required for Lots 1-10. Any retaining wall shall be in accordance with City of Kennewick fencing regulations.
17. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. The Architectural Control Committee is composed of John M. Worsley, Jim Geiger, and Larry Olson, 7103 West Clearwater, Kennewick, Washington 99336. A majority of the Committee may designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

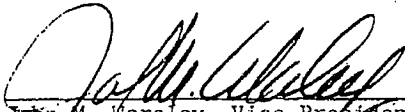
PROCEDURE: The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.


- 18. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
- 19. Invalidation of any one of these covenants by judgment or court shall in no wise affect any of the other provisions which shall remain in full force and effect.
- 20. The placement of structures on lots and house elevations shall be approved by the City of Kennewick for conformance with the Planned Development Permit.
- 21. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

PLAT RESTRICTIONS

No lot or a portion of a lot in this plat shall be divided and sold or resold or ownership changed or transferred whereby and ownership of any portion of this plat shall be less than the area required for the use district in which located. All lots are subject to a ten-foot utility easement parallel and adjacent to all street rights-of-way.

IN WITNESS WHEREOF the undersigned have affixed their signatures.


 John M. Worsley, Vice-President
 American Pacific Corporation


 Taiji Miyamoto, Vice-President
 American Pacific Corporation

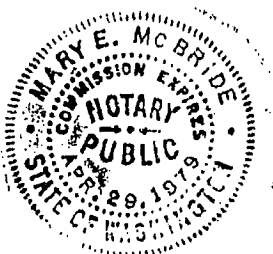
STATE OF WASHINGTON

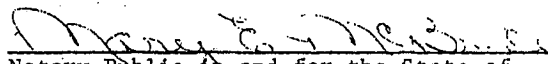
ss.

COUNTY OF BENTON

On this 29 day of September, A.D. 1977, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared John M. Worsley and Taiji Miyamoto to me known to be the Vice President and Vice President, respectively, of American Pacific Corporation, 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 official seal hereto affixed the day and year in this certificate above written.




 Notary Public in and for the State of

Washington residing at
Kennewick