

DECLARATION OF PROTECTIVE RESTRICTIONS

3542

This Declaration of Protective Restrictions made this 13th day of Sept. 1948, by Nettleton-Baldwin-Anderson Inc., a Washington corporation upon the property described as follows:

All Lots in Blocks 9 to 12, inclusive,
All located in Amended plat of Blocks 9 - 10- 11 - 12, Anderson Addition,
according to plat thereof recorded in volume 4 of plats, page 5, records
of Benton County, Washington.

*Benton
County*

1. All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot 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 building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of L. E. Baldwin, Martin Anderson, and A. R. Thompson, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representatives, fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this Covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after 1953. Thereafter the approval described in this Covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

3. No building shall be located on any residential building plot nearer than fifteen (15) feet to the front and side street lot lines on 60 ft. wide rights-of-way or nearer than twenty (20) feet to the front and side street lot lines on 50 ft. wide rights-of-way. No building, except a detached garage located seventy feet or more from the front lot line, shall be located nearer than five (5) feet to any side lot line.

#223543 - continued.

4. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6400 square feet or a width of less than sixty feet at the front building setback line.
5. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
6. No trailer, basement, tent, shack, garage, barn, or other out-building 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.
7. No dwelling costing less than \$5000.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than seven hundred fifty square feet.
8. Easement rights-of-way of five (5) feet over the rear of all lots inside the addition (as shown on plat) for utility installation and maintenance; also easements over certain portions of other described lots (as shown on plat) where utility installations are necessary at other locations than at or near the rear and side lot lines. The easements along the boundary of the property are eight (8) feet wide within the boundary lots.



10. That no fence, wall, hedge, or mass planting except foundation planting, shall be permitted to extend nearer to any street than the minimum setback line, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than three feet above the finished grade at the back of said retaining wall.

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1983, at which time said covenants shall be automatically extended by successive periods of ten years unless by vote of a majority of the then owners of the lots it is agreed 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 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.

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Invalidation of any one of these Covenants by Judgment or court order shall in no ways affect any of the other provisions which shall remain in full force and effect.

Seal

NETTLETON-BALDWIN-ANDERSON Inc.
By Loren E. Baldwin, Pres.
Martin Anderson, Asst. Secretary

Filed September 21, 1948 at 1:09, Auditor's File No. 223543.