

PROTECTIVE COVENANTS FOR CONCORD HEIGHTS ADDITION NO. 2  
Recorded March 10, 1964 Auditor's File No. 516609

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Boise Cascade Corporation, a Delaware corporation, does hereby certify and declare that all of the lands embraced in

CONCORD HEIGHTS ADDITION NO. 2, a Subdivision of a portion of the Southeast Quarter of the Southwest Quarter of Section 12, Township 8 North, Range 29 East Willamette Meridian, Benton County, Washington as shown by the official Plat of said Concord Heights on file and of record in the office of the Auditor and Recorder of Benton County, Washington,

shall be subject to the Restrictions, Covenants and conditions hereinafter expressed and that by the acceptance of any conveyance the Grantee or Grantees therein, their and each of their heirs, executors, administrators, successors or assigns, as to any and all such property, will and do agree thereto.

Section 1. General Provisions: Boise Cascade Corporation, a corporation, Grantor, for itself, its successors and assigns and for any person, persons or corporation to whom the rights of the Grantor herein shall be specifically transferred, does hereby establish these Protective Covenants and Restrictions which shall attach to and pass with the real property of Concord Heights, in Benton County, State of Washington, according to the recorded Plat thereof and shall bind all persons who may at any time hereafter own or claim any right, title or interest in and to said real property whether acquired through voluntary act or by operation of law.

Duration: These Covenants, subject to the provisions herein contained, shall remain in full force and effect until January 1, 1974 and shall be automatically extended for successive periods of ten years unless by a vote of a majority of the then owners of the lots such Covenants are terminated or amended. Invalidation of any of the provisions hereof by judgment or court Order, shall in nowise affect any of the other provisions.

Control: There is hereby established an Architectural Control Committee consisting of three members and the following persons are hereby named and designated as members of the first such Committee: WALTER F. HANSON, DALE C. HATFIELD, and W. S. BOSTICK. A majority of such Committee can designate a representative to act for it and in the event of death or resignation of any member the remaining members shall have full authority to appoint a successor. At any time, the then record owners of 75% of the lots shall have the power to change the membership of such Committee and/or to restore to it any of its powers and duties. No member of such Committee shall be entitled to any compensation for services performed pursuant to this Covenant. The Architectural Control Committee may amend these Restrictions upon obtaining approval, in writing, of a majority of the lot owners.

Enforcement: If any person shall violate or attempt to violate any of the provisions of these Protective Restrictions and Covenants and any other person or persons owning real property in the said tract, shall have full power and authority to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of the provisions hereof either to prevent him or them from so doing and/or to recover damages sustained by reason of such violation.

Section 2. Building Restrictions: All plans and specifications for all buildings to be erected on any building lots in said tract must be approved, in writing, by the Architectural Control Committee before construction is commenced provided, that should the Committee fail to approve or disapprove any plans and specifications within 30 days after same have been submitted to it, the provisions of this paragraph will be deemed to have been complied with but nothing herein contained shall relieve any person constructing a building on any such lot of responsibility for complying with any of the building requirements and restrictions herein contained.

1. All lots in said Concord Heights shall be known and described as residential lots.

2. No structure shall be erected, altered, placed, or permitted to remain on any residential lot other than one new single family dwelling, not to exceed one and one-half stories in height and a private garage for not more than two cars and all such new construction shall be equal to or exceed the minimum property standards of the Federal Housing Administration. No trailer, basement, garage or temporary structure placed or erected upon the tract shall be used as a residence at any time.

3. The ground floor area of the main structure of any such residential building, exclusive of one story open porches and garages, shall be not less than 1,000 square feet.

4. No residential structure shall be erected or placed on any residential lot, or plot, which has an area less than 10,000 square feet and no residential structure or garage shall be located nearer than 29 feet to the front line or nearer than 15 feet to the side street line or nearer than five feet to the side line of any residential lot or building site.

5. Any residential structure or garage erected on a residential lot in this tract shall be completed as to external appearances, including finish painting of all wood structures, within one year from the date of commencement of construction.

6. Until such time as a sanitary sewer system shall have been constructed to serve this tract, a sewage disposal system constructed in accordance with the requirements of the Public Health Authority having jurisdiction, shall be installed to serve each dwelling

house. The affluent from the septic tank shall not be permitted to discharge into a stream, storm sewer, open ditch or drain unless it has first passed through an absorption field approved by such Public Health Authority.

7. Any fences must be of good appearance and no fence, hedge or boundary wall situated anywhere upon residential lot shall have a height greater than six feet and no such fence, hedge or boundary wall shall be erected closer to the front property line than 75 feet unless specific approval thereof, in writing, is granted by the Architectural Control Committee. No spite fence or spite tree shall be permitted to remain upon any residential lot and in event of any dispute or controversy in this regard the findings and determinations by the Architectural Control Committee shall be binding upon any and all parties hereto.

8. No noxious or offensive trade or activity shall be carried on upon any residential lot nor shall anything be done thereon which shall constitute a nuisance or become generally recognized as an annoyance to the neighborhood. No signs or billboards shall be displayed on any premises, except as to temporary signs used in sale of the lots. No livestock, except dogs and cats kept for pets, shall be permitted upon the real property.

9. The dedication of the Plat of Concord Heights is hereby referred to and made a part of these Protective Restrictions and Covenants.

Section 3. Reservations: Grantor, for itself, its licensees, successors and assigns, does hereby reserve all right, title, and interest in rights-of-way and easements for installation, maintenance and operation of utilities of any type, and drainage and all incidences and appurtenances thereof, over, on and across the above described property as reserved in any deed of grantor together with all rights of ingress and egress necessary for the full and complete use, occupation and enjoyment of such rights-of-way and easements and all rights and privileges incident thereto including the right, from time to time, to cut, trim and remove trees, brush, overhanging branches and other obstructions which may interfere with the use, occupation or enjoyment of the reserved rights-of-way and easements and the operation, maintenance and repair of electrical or telephone systems; and Grantor further reserves the right and power to vacate and relocate any street and/or alley, or to plat new streets, by instrument filed of record, as long as same is adjacent to property still owned by Grantor and as long as the same provides an adequate roadway in place of any so vacated.

IN WITNESS WHEREOF, Boise Cascade Corporation, Grantor, has executed these presents in this first day of February, 1964.