

COLE'S ADDITION AND COLES'S 2ND ADDITION

Know all men by these presents: That the undersigned being the owner of all of the lots in Cole's Addition and Cole's 2nd Addition, a subdivision in Franklin County, Washington, recorded under auditor's file No. 150405 do hereby declare the following restrictions and covenants which shall run with the land and which shall be binding on all parties and all persons claiming under them until January 1, 1978, at which time said covenants shall be automatically extended for successive periods of 10 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 any of the covenants herein, it shall be lawful for any other person or persons owning real property situate in said development or sub-division to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, 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 effect any of the other provisions which shall remain in full force and effect.

1. All lots in Cole's Addition and Cole's 2nd Addition except lots 1 and 2, block 1 of Cole's Addition shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single family dwelling or duplex dwelling not to exceed 1 ½ stories in heights and a private garage for not more than two cars.
2. No building shall be erected, placed, or altered on any lot in this subdivision until the external design and location thereof have been approved in writing by the neighborhood committee, which shall be appointed or elected by the owner or owners 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 30 days after such plans have been submitted to it, or 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.
3. No building on any residential lot, shall be located nearer than 20 feet to the front lot line, 5 feet to the side lot lines, excepting accessory buildings, such as are ordinarily appurtenant to a single-family dwellings, which shall be permitted, including one private garage when located not less than 60 feet from the front lot line nor less than 5 feet from any flanking street line, or when attached to or within the dwelling.
4. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 4500 square feet or a width of less than 50 feet at the 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 \$7,500.00 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 not be less than 750 square feet. The minimum costs are 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.
8. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance including finished painting, within 8 months from the date of commencement of construction.

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, being the owners of all the lots in Coles Addition and in Coles Second Addition, subdivisions situated in the City of Pasco, Franklin County, State of Washington, the plat of which is recorded under Auditor's File No. 140404, do hereby declare that the restrictive covenants with respect to such subdivisions should be and they are hereby amended in the following particulars to wit:

Paragraph 1 of said restrictive covenants is amended by the addition of the following language: "provided however, that a four-plex may be constructed upon Lots 10 and 11, Coles Addition.

Paragraph 3 of said restrictive covenants shall be amended by the addition of the following language: "...provided however, that a four-plex dwelling may be erected upon lots 10 and 11, Coles Addition to extend across the lot line between such lots without violation of the side lot line restrictions above set forth."

RECORDED: April , 1965

RECORDING NUMBER: 150405