

DEED RECORD No. 68
FRANKLIN COUNTY, WASHINGTON

116012

RESTRICTIVE COVENANTS.

These covenants and restrictions apply to Blocks 1 to 8, inclusive, Block 10, and Lots 1 to 8, inclusive, Block 9, Columbia Addition to Pasco. They are to run with the land and shall be binding on all parties hereto and all persons claiming under them until January 1, 1975, at which time said covenants shall be extended automatically for successive periods of ten years, unless by a vote of the majority of the then owners of said property it is agreed to change the 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 situated in the said development or subdivision to prosecute any proceeding 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.

Invalidation of any one of these Covenants by judgment 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 Columbia Addition shall be known and described as residential lots except that lots 1 to 8 inclusive, in Block 1, lots 1 to 11 inclusive, Block 2, and lot 11, Block 10, may be used for commercial purposes. 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 two 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 lot in this subdivision until the building plans, specifications, and plot plans showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of E. T. Churchman, E. V. Hurley, and W. R. Cox, 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 representative, fails to approve or disapprove such design and location within 30 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 June 1, 1959. 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 on any residential lot, except lots 10 and 11, Block 2, shall be located nearer than 20 feet to the front lot line, 5 feet to the side lot lines, or 25 feet to the rear lot line, excepting accessory buildings, such as are ordinarily appurtenant to 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 20 feet from any flanking street line, or when attached to or within the dwelling.

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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, except that a residence may be erected or placed on each of lots 10 and 11, Block 2, as shown on the recorded plat.

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 outbuilding 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 \$4,000.00 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 700 square feet in the case of a one-story structure, nor less than 650 square feet in the case of a one and one-half, two, or two and one-half story structure.

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 eight months from date of commencement of construction.

9. No persons of any race other than the White or Caucasian Race shall use or occupy any building or any lot, except that this Covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

IN WITNESS WHEREOF these presents have been executed this 11 day of May, 1948.

E. T. Churchman
E. T. CHURCHMAN

Blanche Churchman
BLANCHE CHURCHMAN

Thos. Carstens Investment Company
THOS. CARSTENS INVESTMENT COMPANY

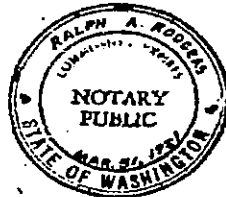
BY E. T. Churchman
E. T. CHURCHMAN, Their Attorney
in Fact.

STATE OF WASHINGTON)
) ss:
COUNTY OF FRANKLIN)

On this 11th day of May, 1948, before me, the undersigned Notary Public in and for the State of Washington, personally appeared E. T. Churchman and Blanche Churchman, to me known to be the individual described in and who executed the foregoing instrument of writing, and duly acknowledged the execution thereof as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

Ralph A. Rodgers
Notary Public in and for the State
of Washington, residing at Pasco.



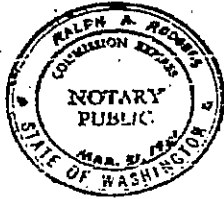
STATE OF WASHINGTON)
) ss:
COUNTY OF FRANKLIN)

On this 11th day of May, 1948, before me, personally appeared E. T. Churchman, to me known to be the individual who executed the foregoing instrument of writing as Attorney in Fact for Thos. Carstens Investment Co., and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed as Attorney in Fact for Thos. Carstens Investment Co., for the uses and purposes therein mentioned, and on oath stated that the power of attorney authorizing the execution of this instrument has not been revoked.

GIVEN under my hand and official seal the day and year last above written.

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Ralph A. Rodgers
Notary Public in and for the
State of Washington, residing
at Pasco.

Filed for Record May 11, 1948 at 4:30 P.M. By Eric T. Churchman, Pasco, Wash.

Recorded
Proofed
Indexed Direct
Indexed Reverse

LOUISE S. LEWIS COUNTY AUDITOR
CA FEE \$2.15