

225218

PROTECTIVE COVENANTS

COURT VISTA ADDITION, DIVISION NO. 1

FRANKLIN COUNTY, Washington

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KNOW ALL MEN BY THESE PRESENTS:

That Modern Home Builders, Inc., a Washington corporation, being the owner of all of the real property in Court Vista Addition, Division No. 1, Franklin County, State of Washington, does hereby declare the following Protective Covenants, their conditions and reservations as established pertaining to all of the property in the said Addition.

This plat and dedication are made subject to the following restrictions and covenants which shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty five (35) 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.

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 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 nowise affect any of the other provisions, which shall remain in full force and effect.

1. All lots in the tract shall be known and be described as residential lots. No structure shall be erected, altered, placed or be 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 fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line.
3. No building shall be located nearer than twenty (20) feet to the front lot line, or nearer than five (5) feet to the side lot line. No building, except a detached garage or other outbuilding, located seventy (70) feet, or more, from the front lot line, shall be located nearer than five (5) feet to any side lot line. The

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minimum rear yard shall be twenty five (25) feet, which in all cases shall be opposite the narrow side of the lot abutting a street.

4. No dwelling shall be erected or placed on any lot having a width of less than sixty (60) feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than six thousand (6,000) square feet.

5. No structure of a temporary character, trailer, basement tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

6. No building shall be permitted on any lot at a cost of less than Nine Thousand Five Hundred Dollars (\$9,500.00), based on 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. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 900 square feet for a one-story dwelling, nor less than 825 square feet in the case of a one and one-half story structure.

7. Public utility easements, over, under and across the lots are designated on the face of the recorded plat and shall not be used for any purposes inconsistent with their use as public utility easements. Said easements shall become effective if, and when, the said utilities are constructed and installed.

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 after date of commencement of construction.

9. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

10. No animals, livestock, or poultry of any kind shall be kept, raised, or bred on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

11. 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 as to location with respect to topography and finish grade elevation.

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The Architectural Control Committee is composed of three members, as follows:

Scott T. Norton	18800 Highway 99, Lynnwood, Wash.
Walton E. Crane	18800 Highway 99, Lynnwood, Wash.
John F. Eubank	18800 Highway 99, Lynnwood, Wash.,

who shall serve until their successors are appointed and not for a period in excess of one year. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to 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. If, at the end of one year from the date of recording hereof, the first named committee has not been replaced, the then owners of lots in this Addition shall appoint three of their number to serve as the membership of this committee.

The approval, or disapproval, of the committee, as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove, within 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 met.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this first day of May, 1961.

MODERN HOME BUILDERS, INC.

By G. O. Medack

G. O. Medack, President



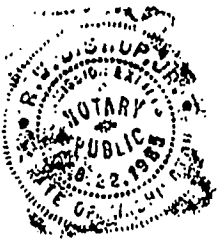
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STATE OF WASHINGTON)
)
County of Snohomish)

On this first day of May, 1961, before me, the under-
signed, a Notary Public in and for the State of Washington,
duly commissioned and sworn, personally appeared G. O. Medack,
to me known to be the President of the corporation that exe-
cuted the foregoing instrument, and acknowledged the said in-
strument to be the free and voluntary act and deed of said
corporation, for the uses and purposes therein mentioned, and
on oath stated that he is authorized to execute the said in-
strument 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.



[Handwritten Signature]

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Notary Public in and for the State
of Washington, residing at Seattle.

FILED OR RECORDED
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PAGE REQUEST OF

Franklin-Benton Title Co.
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DEPUTY CLERK
FRANKLIN COUNTY, WASH.
DEPUTY

MAIL TO

MODERN Home Builders
18800 Highway 99
LYNNWOOD, WASH.

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