

FOSTER'S ADDITION

KNOW ALL MEN BY THESE PRESENTS:

That, MAY FOSTER and MAE FOSTER (Executrix of the Estate of Leslie G. Foster, deceased), CLAYTON GLENN CLAPPER and GLORIA M. CLAPPER, his wife, FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WALLA WALLA, a Washington Corporation, and E. A. SPURGEON and BERTHA SPURGEON, his wife, the owners of the following described real property:

Lots 1 to 25 inclusive, Block 1: Lots 1 to 33 inclusive, Block 2
Lots 1 to 37 inclusive, Block 3, Lots 1 to 24 inclusive; Block 4
Lots 1 to 32 inclusive, Block 5, Lots 1 to 25 inclusive, Block 6
Lots 1 to 30 inclusive, Block 7: Lots 1 to 15 inclusive, Block 8
all in Foster's Addition to the City of Pasco, Franklin County, Washington

Do hereby declare the following protective covenants, conditions, and reservations as established pertaining to all of the property hereinabove described, recorded with the Franklin County Auditor on the 19th day of April, 1951, under Auditor's file #136912, in volume "B" of Plats, page 81:

This plat and dedication are made subject to the following restrictions and covenants which run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless and 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 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 the tract shall be known and be described as residential lots. No structures 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 two and one-half stories in height, and a private garage for not more than two cars.
2. No building shall be erected, place, 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 thirty (30) days after such plans have been submitted to it, or if no suit to enjoin the erection of such buildings or the making of such alterations has been commanded prior to the completing thereof, such approval will not be required.

3. No building shall be located nearer than twenty (20) feet to the side street line. No building, except a detached garage or other outbuilding located seventy (70) feet or more from the front lot lines, shall be located nearer than five (5) feet to any side lot line.
4. No dwelling shall be erected or placed on any lot having a width of less than fifty (50) feet at the minimum building set-back line nor shall any dwelling be erected or placed on any lot having an area of less than fifty-five hundred (5,500) square feet.
5. 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.
6. 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.
7. No dwelling shall be permitted on any lot at a cost of less than Five Thousand Dollars (\$5,000.00) based upon cost levels prevailing on the date these covenants are recorded, it being his 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 site. The ground floor area of the of the main structure, exclusive of one-story open porches and garages, shall be not less than seven hundred (700) square feet for a one-story dwelling, nor less than six hundred and fifty (650) square feet in the case of a one and one-half, two, or two and one-half story structure.
8. The Grantors, for themselves and their Grantees, successors, and assigns, do hereby dedicate the plat above described, subject to utility easements over, across and under the lots as indicated by the hyphenated lines and designated as utility easements on the face of the recorded plat. Said easements shall become effective if and when said utilities are constructed and installed. Permission is hereby granted to provide access upon dedicated utility easements at all times for necessary servicing of utilities.
9. 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.
10. No fence, wall, bridge, or mass planting, other than foundation planting shall be permitted between the street line and the minimum set-back line of main building.

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

IN WITNESS WHEREOF, the undersigned have signed and sealed this Protective Covenant on the days set after their respective names, all in the months of March and April, 1951.

Recording Number: 137888