

GLEN ACRES

Know all men by these presents: That the undersigned, being owners of all of the lots in Glen Acres, a subdivision in Franklin County, Washington, recorded under auditor's file No. 155240, 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, 1980, at which time said covenants shall be automatically extended for successive periods of ten (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 or attempt to violate any of the covenants therein, 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 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 fro 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 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 stories in height, 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 thirty (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. The neighborhood committee herein provided for shall consist of three (3) members to be elected annually by the land owners at regular annual meetings to be held at some convenient place is said Addition or the second Saturday in February at 2:00 p.m. each year thereafter.
3. No outbuilding shall be located nearer than 25 feet to the front lot line or nearer than 15 feet to the side street line, nor shall have a minimum lot width at the setback line of less than 60 feet. No building, except a detached garage or other outbuilding located 70 feet or more from the front lot line, shall be located nearer than 5 feet to any side lot line.

4. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 11,500 square feet or a width of less than 80 feet at the front outbuilding 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, shack, garage, tent, barn or other outbuilding or temporary structure shall be used as a residence, nor shall any structure of a temporary character be used as a residence.
7. No dwelling shall be permitted on any lot at a cost of less than \$7,000 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant 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 720 square feet for a one-story dwelling.

Dated: December 17th, 1953

Recording Number: 156403