

INGRAMS SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS: That We, Herbert Ingram and Rowena E. Ingram, husband and wife, the owners of all the lots in Ingrams Subdivision, the plat of which is recorded in the Office of the Auditor of Franklin County, Washington, under Auditor's File No. 175191 in Volume "C" of Plats, at page 78, do hereby declare the following Protective Covenants in connection with said lots.

These Protective Covenants and restrictions are to apply to all lots in Ingrams Subdivision and are to run with the land and shall be binding upon all parties and all persons claiming under the undersigned, until January 1, 1980, at which time said covenants shall automatically extend for successive periods of ten years, unless by vote of a majority of the owners of the lots it is agreed to change the covenants in whole or in part.

If the parties hereto, or any of them, or their successors or assigns shall violate any of the covenants or restrictions herein contained, it shall be lawful for any other person or persons owning real property situate in said subdivision to prosecute and proceedings at law or in equity against the person or persons violating or attempting to violate any of such covenants, and either to prevent him or them from so doing, or to recover damages resulting from said violation, or both.

Invalidation of any of these covenants by judgment, court order, legislative enactment, or otherwise, shall in no wise affect any of the other provisions which shall remain in full force and effect.

1. All lots in Ingrams Subdivision shall be known and shall be described as residential lots, and no structures shall be erected, altered, or placed on any lot other than one-family, detached dwellings, not to exceed one and one-half (1 ½) stories in height, and a private garage for not more than two cars.
2. No trailer, basement, tent, shack, garage, barn, or other outbuilding shall be erected or allowed to remain on any lot, or used as a residence temporarily or otherwise, provided, however, that during the course of construction, construction shed will be allowed, but no such shed or other building shall be used as a residence, temporarily or otherwise.
3. No noxious or offensive activity shall be carried on on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
4. No building on any lot shall be located nearer than 35 feet from the front lot line, nor nearer than 10 feet from the side lot lines, nor nearer than 25 feet from the rear lot line.
5. No dwelling or residential structure with a minimum floor area of main structure, exclusive of open porches, garages, or breezeways of less than 1,100 square feet shall be permitted on any lot.

6. It is recognized that at the time of recording these Protective Covenants that Lots 5 and 14, Block 1 and Lot 28, Block 2 have residences located thereon, and the provisions of paragraphs 4 and 5 hereinabove shall not apply to said improved lots.
7. No solid board fence shall be permitted on any lot in Ingrams Subdivision, and no fence of any kind, including live growth hedges, shall be allowed on any lot more than four feet in height. The occupant or owner of each lot shall maintain the grounds in good presentable condition at all times.

Dated this 3rd day of April, 1956.

Recorded: April 4, 1956

Recording Number 175264