

LEWIS ADDITION

Know all men by these present: That the undersigned, being the owners of all the land and lots in LEWIS ADDITION, a subdivision in Franklin County, State of Washington, recorded as Auditors File # 160609, Book C, of Plats, Page 41, do hereby declare that the following restrictions and covenants shall be restrictions and covenants running with the land and shall be binding on all parties and all persons claiming under them until January 1, 1980, at which time said restrictions and covenants shall automatically extend for successive periods of ten (10) years, unless by a vote of a majority of the then owners of the land or lots it is agreed to change such restrictions and covenants in whole or in part.

If the parties hereto, or any of them, or their heirs, 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 situated in 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 covenants and either to prevent him or them from so doing or to recover damages resulting from said violation.

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 Lewis Addition shall be known and described as residential lots except that lots 1 to 10 inclusive in Block 1 may be used for commercial purposes. With that exception, no structure shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single family dwelling or a duplex dwelling not to exceed two stories in height and a private garage of not more than three car capacity.
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 by the Planning Commission or the Building Inspector of Franklin County. All plans, setbacks and building designs shall be in strict conformance to the protective covenants and restrictions listed herein and the buildings along each street shall be so designed as to conform in height and general appearance with other buildings already erected on such street.
3. No building on any residential lot shall be located less than twenty-five (25) feet to the front lot line, five (5) feet to the side lot line provided that the side yard on a corner lot shall be not less than ten (10) feet along the flanking or side street. A detached garage of not more than three car capacity shall be permitted when located not less than sixty (60) feet from the front lot line nor less than twenty (20) feet from any flanking street line, and excepting that garages attached to or within the dwelling will be permitted regardless of this restriction.

4. No one or two family dwellings shall hereafter be erected or placed on any building plot which has an area of less than six thousand nine hundred (6900) square feet or a width of less than sixty (60) feet at the front building set back line.
5. No noxious or offensive trade or activity shall be carried on upon any lot or site nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
6. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the addition shall be used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence.
7. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance including finished painting within one year from the date of commencement of construction.
8. No dwelling shall be permitted on any lot at a cost of less than \$8000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all building shall be of quality, 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 not be less than seven hundred twenty (720) square feet for a one story dwelling nor less than seven hundred (700) square feet for a dwelling of more than one story.
9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

Dated: October 8, 1954

Recorded: October 8, 1954

Recording No.: 161779