

LYNN-WALLACE SUBDIVISION

In

Southwest Quarter of Section 24, Township 9 North, Range 29 East, W.M.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, owners and platters of Lynn-Wallace Subdivision, a subdivision in Franklin County, State of Washington, do hereby make and declare the following building restrictions governing all construction upon any and all lots of said Lynn-Wallace Subdivision, which said restrictions, charges and additions shall be, and shall be construed as covenants running with the land, and shall be binding upon all persons who shall hereafter acquire any land of lots in said Lynn-Wallace Subdivision.

All persons acquiring any land or lots in said Lynn-Wallace Subdivision shall be taken and held to agree and covenant with the undersigned owners, their assigns, grantees, successors or legal representatives, to conform to and approve the restrictions of use and stipulations as to the use of said land or lots and any construction of improvements thereon for a period of twenty-five (25) years from the date these covenants shall be recorded, after which the said covenants shall be automatically extended for periods of ten (10) years, unless an instrument signed by two thirds (2/3) majority of the owners of the lots agreeing to change said covenants in whole or in part has been recorded.

If the parties hereto or any of them or their heirs, assigns, grantees or successors shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person owning any land or lots situated in said Lynn-Wallace Subdivision to prosecute any proceedings at law inequity against the person or persons violating or attempting to violate any of the covenants and restrictions hereinafter set forth, and either enjoin such violation or recover damages or other dues which may lawfully flow from such violation.

Any invalidation of any one of these restrictive covenants by judgment or court order shall not in any wise effect any of the other provisions remaining, and such remaining provisions shall remain in full force and effect.

1. All lots in Lynn-Wallace Subdivision, according to the recorded plat thereof, shall be known and shall be described as residential lots, and no structures shall be erected, altered or placed on any lot or subdivision of said Lynn-Wallace Subdivision other than one-family detached dwellings, not to exceed one cars, excepting small utility sheds.

2. No structure of a temporary character, no trailer, basement, tent, shack, barn or other outbuilding shall be used on any lot at any time, either temporarily or permanently except during the period of actual construction of a permanent structure on any of said lots and in any event, not exceed twelve (12) months.

3. No residential dwelling shall be moved from another location to this property.

4. No noxious or offensive activity shall be carried on in any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, of which fact a majority of the occupants of said Lynn-Wallace Subdivision shall be the judge.

5. No building on any lot shall be located nearer than twenty-five to the front lot line. No building shall be located nearer than five (5) feet to the side lot lines. No building shall be located nearer than twenty-five (25) feet from the rear lot line of any the said lots.

6. No lot in said Lynn-Wallace Subdivision shall be subdivided by the owners.

7. No dwelling residential structure with a minimum floor area of main structure, exclusive of open porches, garages, or breezeways of less than 1200 square feet shall be permitted on any lot in said Lynn-Wallace Subdivision.

8. Any dwelling or structure erected or placed any lot in this Addition shall be completed as to external appearance, including finished painting, within twelve (12) months from date of commencement of construction.

Signed and sealed this 9th day of October, 1963.

Recorded: October 18, 1963

Recording Number: 253438