

MICHELSON'S ADDITIONS BLOCKS 2 AND 3

These covenants and restrictions apply to all of Blocks two (2) and three (3) of Michelson's Addition to Pasco. They are to run with the land and shall be binding on all parties hereto and all persons claiming under them until January 1, 1980, at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of the 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 any of the covenants hereto, it shall be lawful for any other person or persons owning any real property situate in said development or residential district to prosecute any proceedings of law or equity against the person or persons violating or attempting to violate any such covenant and either 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 Block two (2) and three (3) of Michelson's Addition shall be residential lots, and no structures shall be erected, altered, placed or permitted to remain on any lot in said addition, 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 trailer, basement, tent, shack, garage, barn, or other outbuildings 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 sheds will be allowed, but no such shed or other building shall be used as a residence temporarily or otherwise.
3. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance including finished painting, within eighteen (18) months from date of commencement of construction.
4. 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 that they are not kept, bred, or maintained for any commercial purpose.
5. No dwelling or residential structure costing less than \$9,000.00, and with a minimum floor area of main structure, exclusive of open porches, garages, or breezeways, of less than 900 feet, shall be permitted on any lot in said subdivision. The minimum cost shall be based upon costs levels prevailing on the date these covenants to assure that the dwelling shall be of a quality or workmanship and materials substantially the same or better than that that may be

produced on the date these covenants are recorded, at the minimum cost stated herein and for the minimum dwelling size.

6. No dwelling or structure 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 building inspector of the City of Pasco. All plans, setbacks and building designs shall be in strict conformance to the protective covenants and restrictions listed herein and said dwellings shall be so designed as to conform in quality and general appearance with other dwellings already erected in the subdivision.
7. No building shall be located nearer than ___ feet to the front lot line, nor closer than 5 feet from any _____ setback lines. No building, garage or detached garage or other accessory building shall as are ordinarily appurtenant to a single family dwelling, located 60 feet or more from a front lot line shall be located nearer than five (5) feet to any side lot line.
8. No noxious 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.

IN WITNESS WHEREOF whose presents have been acquired this 23rd day of June, 1955.

Recorded: June 23, 1955

Recording Number: 168443