

MILES ADDITION

KNOW ALL MEN BY THESE PRESENT, that the owners and platters of MILES ADDITION, a subdivision in the county of Franklin, State of Washington, the plat of which is filed in the office of the Franklin County Auditor, under Auditors File No.

WE DO HEREBY DECLARE that the following restrictions and limitations and used to which lots constituting the said plat may be put, hereby specifying that said declaration shall constitute to run with all of the land as provided by law, and shall be binding on all parties and all persons claiming under them, for the benefit and limitation upon all future owners in said addition, this declaration of restrictions being designed for the purpose of keeping said plat desirable, uniform and suitable in architectural design and uses as herein specified.

COVENANTS

1. All lots within the tract shall be used for residential purposes exclusively, and no structure shall be erected, altered, placed or permitted to remain on any residential lot other than a detached single family dwelling, not to exceed two stories in height and a private garage for not more than two cars. All said structures shall be of new construction erected on the site.
2. No building on any residential lot shall be located nearer to the front or rear lot line or to the side lot lines than is permitted by the County Zoning Ordinance then in effect in Franklin County, Washington.
3. No trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected or allowed to remain on any lot to be used as a residence temporarily or otherwise; PROVIDED, HOWEVER, that during the course of construction of a dwelling house a construction shed will be allowed, but no such shed or other building shall be used as a residence temporarily, or otherwise. This shall not, however, prohibit the storage by owner of a "travel trailer" unit for storage purposes only.
4. No dwelling or residential structure shall be erected herein having a main floor area of less than 1,200 square feet, exclusive of open porches and garages.
5. All construction commenced on any dwelling or structure erected or placed within this plat shall be completed as to external appearances, including exterior painting, within six months from the date following commencement of construction.
6. All land areas exclusive of driveways and walks, shall be planted and maintained in a manner not detrimental to other lots in the plat; provided, however, that nothing herein contained shall require the owner of vacant lots prior to

- construction, to landscape or maintain such lots, excepting that the said owner shall be required to remove any fire hazards contained or anything that may be an eyesore. After erection of a dwelling house on each lot, the grounds of said lot shall be landscaped and a lawn planted within 12 months from the date of commencement of construction of any dwelling on any lot.
7. All fences, wall, hedges or mass planting constructed or planted on said lots shall be in accordance with the rules and regulations of the Franklin County Planning Commission.
 8. No noxious or offensive trade or business or other activities shall be carried on upon any lot nor shall anything be done on any lot which shall be or become an annoyance or nuisance to the neighborhood.
 9. No sign or advertising of any kind shall be displayed to the public view on any lot except a sign of not more than 12 inches by 18 inches, or a sign of not more than 5 square feet in area for purpose of advertising said property for sale or rent, or a sign used by the builder or developer to advertise the property during the construction or sales period.
 10. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.
 11. No residential structure shall be erected or placed on any lot within the plat which said lot has an area of less than 10,000 square feet.
 12. All construction on said premises shall be in accordance with minimum FHA standards.
 13. These covenants are to run with the land and shall be binding on all parties and persons owning or holding interest on any part of said Miles Addition, Franklin County, Washington.
 14. Said covenants, conditions and restrictions and reservations shall be perpetual and shall apply to and be binding upon the grantee, his heirs, executors, administrators, and assigns, and are imposed upon said realty as an obligation or charge against the same, for the benefit of the grantors herein named, their successors and assigns, and as a general plan for the benefit of said tract, providing, however, that nothing contained herein shall prevent modification as is hereinafter provided for.
 15. The covenants, agreements, reservations, restrictions, grants and charges created hereby and established herein for the benefit of said plat and each lot therein, may be terminated, modified, altered or changed as to the whole of said plat or any portion thereof with the written consent of 75% of the lots of said plat, provided,

however, that no termination, modification, alteration or change shall be effective until the proper instrument in writing shall be executed and recorded in the office of the Auditor of Franklin County, Washington and provided further, that no modification, alteration, termination, or change shall be made until the grantors herein have sold all of the said lots in said tract.

16. If any persons or person shall violate or attempt to violate any of the covenants or restrictions or grants herein contained, it shall be lawful for any person or persons owning or claiming an interest in any lots or lot in said plat, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and restrictions or grants, in any court having competent jurisdiction so as to prevent any such violation and/or recover damages for any violations hereof.

17. Invalidation of one or any part of any one of these covenants by judgment or by court order, shall in no manner effect the other provisions herein contained, and the remaining provisions shall remain in full force and effect.

Dated: March 9, 1978

Recorded: March 17, 1978

Recording Number: 379143