

MOTTNERS ADDITION

KNOW ALL MEN BE THESE PRESENTS, That Intermountain Mortgage Co., as trustee for the owner of MOTTNERS ADDITON to Pasco in the City of Pasco, do hereby declare the following protective restrictions in connection with said property:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until December 31, 1992, at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part. Any election for the extension of these covenants or for the appointment of any committee herein provided shall be held at a convenient location in the City of Pasco upon 30 days notice of said election served by regular mail addressed to the property address and shall be conducted according to rules adopted at said meeting by those attending said meeting.

If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings 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 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.

- (a) Lots One (1) through Nine (9) inclusive in Block One (1), Lots One (1) through Eight (8) inclusive in Block Two (2), Lots One (1) through Eight (8) inclusive in Block Three (3), Lots One (1) through Eighteen (18) inclusive in Block Four (4), Lots One (1) through Eighteen (18) in Block Five (5) inclusive, Lots One (1) through Eighteen (18) inclusive in Block Six (6), Lots One (1) through Eighteen (18) inclusive in Block Seven (7), shall be known as residential lots and no structure shall be erected, altered, placed, or permitted to remain on any residence building plot other than one detached single family dwelling, or single family occupancy not to exceed one and one-half stories in height and a private garage for not more than two cars.
- (b) No building shall be erected on any lot until the design and location thereof have been approved in writing by a committee appointed by the subdivider, or elected by a majority of the owners of the lots in said subdivision. However, in the event such committee is not in existence or fails to approve or disapprove such design or location within 30 days, then such approval shall not be required, provided the design and location on the lots conform to and are in harmony with existing structures in the tract.

- (c) No residential structure shall be erected or placed on any building plot which has an area of less than 8,100 square feet or a width of less than 66' at the front building setback line.
- (d) No noxious or offensive 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, and no non-residential or inharmonious use shall be permitted.
- (e) No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
- (f) No dwelling shall be permitted on any lot at a cost of less than \$8500 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of quality of 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 be not less than 720 square feet for a one-story dwelling, nor less than 700 square feet for a dwelling of more than one story.
- (g) Any dwelling or structure erected or placed on any blocks or lots shall be completed as to exterior appearance including finished painting within nine months from date of commencement of construction.
- (h) No fence, wall, hedge, or mass planting other than foundation planting shall be permitted to extend nearer to any street than the minimum setback line of the house, except that nothing shall prevent the erection of a necessary retaining wall, the top of such wall not to extend more than 3 feet above the finish grade at the back of said retaining wall.
- (i) Minimum front, side and rear lot lines shall not be less than those required by ordinances of the City of Pasco.
- (j) 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: January 11, 1955
Recorded: January 13, 1955

Recording No.: 163765