

PARAMOUNT HEIGHTS ADDITION

KNOW ALL MEN BY THESE PRESENTS: that we, ADRIAN C. GEHRES and OPAL M. GEHRES, his wife; NORMAN E. WIRTH and ANNA WIRTH, his wife; and BEN WIRTH and MARTHA WIRTH, his wife, the owners of all of the land in Paramount Heights Addition, according to the duly recorded plat thereof in the office of the Auditor of Franklin County, Washington, EXCEPT Block Two (2) thereof, do hereby declare the following restrictions and covenants which shall run with all of the land in the said Paramount Heights Addition EXCEPT Block Two which is hereby specifically excluded herefrom, and which shall be binding on all parties and all persons claiming under them until January 1, 1971, at which time said covenants shall be automatically extended for successive periods of 10 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 any of the parties hereto or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for another person or persons owning any real property situate in said development or residential district to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, 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:

1. All lots in said plat shall be known and described as residential lots. No structures shall be erected, altered, placed or be permitted to remain on any residential building lot 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 noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be a nuisance to the area.
3. No building shall be located nearer than 20 feet to the front lot line or nearer than 10 feet to the side lot line except a detached garage located 20 feet or more from the front lot line.
4. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 5,000 square feet or a width of less than 50 feet at the front building setback line.
5. No trailer, basement, tent, shack, garage, barn, or other out-building of any kind whatsoever erected on the lot shall at any time be used as a permanent residence nor temporarily for more than three months.
6. No residence dwelling shall be erected on any lot having a ground floor area of the main structure, exclusive of open porches and garages, of less than

1,000 square feet in the case of one-story structures, or less than 800 square feet in the case of one and one-half or two story structures.

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 12 months from date of commencement of construction.

IN WITNESS WHEREOF these presents have been executed this 12th day of April, 1951.

Recorded: (unreadable)

Recording Number: 136830