

PEPPERMINT TERRACE REPLAT

The owners and platters of the Replat of Peppermint Terrace 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 Auditor's file No. 166449, Volume "C" of Plats, Page 58, do hereby declare that the following restrictions and covenants shall be restrictions and covenants running with the land, and shall be binding on all parties and all persons claiming under the undersigned, until January 1, 1981, at which time these restrictions and covenants shall automatically extend for successive periods of ten years, unless by vote of the majority of the owners of the lots it is agreed to change or abrogate such restrictions and covenants.

If the parties hereto, or any of them or their successors or assigns shall violate any of the covenants or restrictions herein contained, it shall be lawful for any other person or persons owning real property situate in said sub-division to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such covenants, and either to prevent him or them from so doing, or to recover damages resulting from said violation or both.

Invalidation of any of these covenants by judgment, court order, legislative enactment, or otherwise, shall in no wise affect any of the other provisions, which shall remain in full force and affect.

1. All lots in Replat of Peppermint Terrace 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 out-building 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 shed 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 six month 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 purposes.
5. No dwelling or residential structure costing less than \$15,000.00, and with a minimum floor area of main structure, exclusive of open porches, garages, or

breezeways, of less than 1,200 feet, shall be permitted on any lot in said subdivision. The minimum cost shall be based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of these covenants to assure that the dwelling shall be of a quality or workmanship and materials substantially the same or better than 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 Franklin County. All plans, set backs 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 on any residential lot shall be located on the portions of the lots lying within the area designated as "Flowage Easement Area" on the recorded plat of said subdivision, or nearer than 40 feet to the front lot line, or nearer than 10 feet to the side lot lines, with the exception of the premises situate on Lot 15, and also excepting accessory buildings such as are ordinarily appurtenant to a single-family dwelling, which shall be permitted including one private garage when located not less than 60 feet from the front 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 the parties hereto have hereunto set their hands and seals this 10th day of November, 1958.

Recorded: November 14, 1958

Recording No.: 198046