

## **PEPPERMINT TERRACE SECOND ADDITION**

The owners and platters of Peppermint Terrace Second 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. 278618, 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, 1976, at which time these restrictions and covenants shall be automatically extend for successive periods of ten (10) 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 owners 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 effect.

1. All lots in Peppermint Terrace Second Addition shall be primarily for residential purposes, but may be used as a single family farm unit. No structure 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 on and one-half stories in height, a private garage, and the necessary out buildings for a small single family farm operation when erected in conformance with these restrictions as more particularly hereinafter set forth.
2. No trailer, basement, tent, shack, garage, barn or other out building 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.
3. Any dwelling or structure erected or placed on any lot in this sub-division shall be completed as to external appearance including finished painting within six months from date of commencement of construction.
4. No building or any residential lot shall be located nearer than twenty-five (25) feet to the front lot line, or nearer than fifteen (15) feet to the side lines. No out building may be placed beside the residence, excepting only the private garage. All other structures on the tract must be placed behind the residence or the garage.

5. No dwelling or residential structure costing less than \$12,000.00, and with a minimum floor area of the main structure, exclusive of open porches, garages, or breeze ways, of less than one thousand (1,000) feet, shall be permitted on any lots in said sub-division. The minimum cost shall be based upon costs levels prevailing on the date these covenants are recorded, it being the intention and purpose of these covenants to insure that the dwelling shall be of a quality of 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 sub-division 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 herein listed and said dwellings shall be so designed as to conform in quality and general appearance with the other dwellings already erected in the sub-division.
7. 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, of which fact a two-thirds (2/3) majority of the occupants of said sub-division shall be the judge and no non-residential inharmonious use shall be permitted.
8. The owner or occupant of each lot shall maintain the grounds in good presentable condition at all times.
9. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Washington State Department of Health and the Franklin-Benton County Health Department. Approval of such system as installed shall be obtained from such authority.
10. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
11. No lot shall be used as a dry feed lot to the extent that it becomes a dust nuisance.

Recorded: February 2, 1966

Recording No.: 282746