

POE'S ADDITION

KNOW ALL MEN BY THESE PRESENTS, that Manton M. Poe and Caldona Poe and August E. Lewis and Janice C. Lewis, owners of Poe's Addition to Mono in the City Mesa, Washing do hereby declare the following protective restrictions in connection with said property.

Those covenants are to run with the land an shall be binding on all parties and all persons claiming under them until January 1, 1978, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of lots, it is agreed to change said covenants or for the appointment of any committee herein provided shall be held at a convenient location in the City of Mesa upon thirty (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.

MEMBERSHIP. The architectural control committee is composed of Manton M. Poe, Robert Covin and Augustus E. Lewis. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant o this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to of its powers and duties.

PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representatives, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if not suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

ENFORCEMENT. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations or recover damages.

SERVERABILITY. Invalidation of anyone of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

LAND USE AND BUILDING TYPE. Not to shall be used except for residential purposes. NO building shall be erected altered, placed, or permitted to remain on ant lot other than one detached singe-family dwelling not to exceed one and one-half (1½) stories in height and a private garage for not more than two cars.

ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$7,000 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 a 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 600 square feet for a one-story dwelling.

BUILDING LOCATION. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot lines, or nearer than ten (10) feet to any side street line (Collector and arterial streets). No building shall be located nearer than five (5) feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located ten (10) feet or more from the rear of building line. No dwelling shall be located on any interior lot nearer than five (5) feet to the rear lot line. For the purpose of this covenant, caves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be constructed to permit any portion of a building on a lot to encroach upon another lot.

BASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five (5) feet of each lot line.

NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

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.

SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than

five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, minerals excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

LIVESTOCK AND POULTRY. No animals, livestock, or poultry or 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 purpose.

SEWAGE DISPOSAL. 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.

GARBAGE AND REFUGE DISPOSAL. 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 material shall be kept in a clean and sanitary condition.

SIGHT DISTANCE INTERSECTIONG. No fence, wall hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street property lines extended. The same sight-lines limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines.

No fence, wall or hedge or mass planting other than foundation planting shall be permitted to extend nearer to any street than the minimum setback line required by law, except that nothing shall prevent the erection of a necessary retaining wall, the top of such wall not to extend more than three (3) feet above the finish grade at the back of said retaining wall except such fence, wall or mass planting that may be approved by the committee as described in paragraph.

DATED this 8th day of October, 1952

Recorded: February 5, 1953

Recording Number: 150545