

SAGEWOOD ACRES ADDITION TO TOWN OF CONNELL

THIS DECLARATION, made on the date hereinafter set forth by Lamb-Weston, Inc. of Connell, a Washington corporation, hereinafter referred to as "Declarant", WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Franklin, State of Washington, which is more particularly described as:

That part of Government Lot Two (2) and the southeast quarter of the northwest quarter (SE $\frac{1}{4}$ of NW $\frac{1}{4}$) of Section thirty-one (31) Township 14 North, Range 32, East of the Willamette Meridian, which lies westerly of the westerly right-of-way line of Primary State Highway No. 11, as now established; northerly of the northerly right-of-way line of the Union Pacific Railroad Company's 100-foot wide right-of-way and easterly of the easterly boundary line of the tract of land heretofore conveyed by the grantor to the Catholic Bishop of Spokane, a corporation sole, by deed dated April 1, 1966, and recorded on April 12, 1966, under Auditor's File No. 289881.

and

WHEREAS, said Declarant is subdividing and platting said land as Sagewood Acres Addition to the Town of Connell, Franklin County, Washington, the plat of which is recorded in the office of the County Auditor of Franklin County under Auditor's File No. _____, and

WHEREAS, Declarant will convey said property, subject to the protective covenants, conditions, restrictions, and reservations as hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described property, or any part thereof, and shall inure to the benefit of each owner thereof. Said easements, covenants, restrictions and conditions shall continue until January 1, 1990, at which time the same shall be automatically extended for successive periods of ten years unless, by a vote of the majority of the then owners of the lots in Sagewood Acres Addition, it is agreed to change such easements, covenants, restrictions and conditions in whole or in part.

Invalidation of any of these easements, covenants, restrictions and conditions 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.

Said easements, covenants, restrictions and conditions are as follows:

1. Water and Sewer: Septic tanks, dry wells and drain fields shall be constructed, repaired, maintained and operated in conformity with all the laws and regulations of the State of Washington, Franklin County and Town of Connell. No wells for domestic water supply shall be drilled or dug.
2. Land Use: No lot shall be used except for residential purposes. No structures shall be erected, altered, placed or permitted to remain on any lot other than: one detached, single-family dwelling not exceeding two stories in height; a private garage for not more than three cars; a private swimming pool. All structures shall be in architectural conformity with the residence.
3. Dwelling Cost, Quality and Size: No dwelling shall be erected, altered, or permitted to remain on any lot unless such dwelling has a total ground floor area of more than 1,200 square feet, exclusive of garage or open porches, except that a house with a full basement may have a minimum of 1,000 square feet of ground floor area, exclusive of garage, open porches or basement. No dwelling shall be constructed on any lot at a cost less than \$20,000.00 nor at a cost less than the average current cost levels of the houses constructed prior thereto in Sagewood Acres Addition, it being the intention of this restriction to assure that all dwellings shall be of a minimum quality of workmanship and material substantially the same or better than that which has been previously used in this addition. "Cost" shall be either the actual cost of labor, materials and services expended to build a dwelling or the fair market value of a dwelling immediately following its construction.

Any dwelling or structure erected or placed on any lot shall be of new construction and shall be completed as to external appearance, including finished painting, within one year from the date of commencement of construction.
4. Building Location: No building shall be located nearer than 25 feet to the front lot line. There shall be two side yards with a total width of not less than 21 feet. The width of the narrowest of the two side yards. However, nothing herein contained shall prevent the construction of a garage as a structural part of a dwelling and a garage so constructed, not more than one story in height, may extend into a side yard for a distance not more than four feet and may extend into the rear yard for the entire width or depth of the structure provided that it does not extend closer to a side property line than five feet.

5. Lot Area and Width: No lot shall be re-subdivided into, nor shall any dwelling be erected or placed on, any lot having a width of less than 60 feet at the minimum building setback line or any area of less than 8,000 square feet.
6. Temporary Structures and Trailers: No trailer, basement, tent, shack, garage, barn or other out-building may be used as a residence, either temporarily or permanently, nor shall any structure of a temporary nature, including a trailer, be permitted to remain in this subdivision.
7. Nuisances: No noxious trade or activity shall be carried on upon any lot nor shall anything be done on any lot which may become an annoyance or nuisance to the neighborhood.
8. Animals: No animals, livestock or poultry of any kind may 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.
9. Uniform Building Code: All structures constructed or erected shall conform with the requirements of the then current edition of the Uniform Building Code.
10. Fences: Fences shall not be over 36 inches in height in front yards nor over 60 inches in height in back yards except that back yard fences of not more than 72 inches in height will be permitted only: (1) if the fence top is less than the elevation of the nearest street shown on the plat, or (2) if the fence surrounds a patio or swimming pool and is attached to the dwelling house.
11. Utilities: All power, telephone, television, water, sewer, gas and other utility transmission and service lines shall be underground.

Dated: September 9, 1969

Recorded: September 11, 1969

Recording No.: 315980