

SAM CLEMENS SUBDIVISION

Know All Men By These Presents: Than R.L. Smart and Virginia Miazga, being the owners of all of the real property in Sam Clemens Subdivision, Franklin County, State of Washington, does hereby declare the following Protective Covenants, their conditions and reservations as established pertaining to all of the property in the said Subdivision.

This plat and dedication are made subject to the following restrictions and covenants which shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty-five (35) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

If the parties hereto or any of them, or their heirs or assigns, shall violate, or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development, or subdivision, to prosecute any proceedings at law or in equity against the person or persons violating, or attempting to violate, any such covenants, and either to prevent his, 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 the tract shall be known and be described as residential lots. No structure shall be erected, altered, placed or be permitted to remain on any residential building plot other than one detached, single family dwelling, not to exceed one and one-half stories in height, and a private garage for not more than two cars.
2. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line.
3. No building shall be located nearer than twenty (20) feet to the front lot line, or nearer than five (5) feet to the side lot line. No building, except a detached garage or other outbuilding, located seventy (70) feet, or more, from the front lot line, shall be located nearer than five (5) feet to any side lot line. The minimum rear yard shall be twenty-five (25) feet, which in all cases shall be opposite the narrow side of the lot abutting a street.
4. No dwelling shall be erected or placed on any lot having a width of less than sixty (60) feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than six thousand (6,000) square feet.
5. 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.

6. No building shall be permitted on any lot at a cost of less than Twelve Thousand Five Hundred Dollars (\$12,500.00), based on cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants 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 not be less than 900 square feet for a one-story dwelling, nor less than 800 square feet in the case of a one and one-half story structure.
7. Public utility easements, over, under and across the lots are designated on the face of the recorded plat and shall not be used for any purposes inconsistent with their use a public utility easements. Said easements shall become effective if, and when, the said utilities are constructed and installed.
8. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finished painting, within eight months after date of commencement of construction.
9. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
10. No animals, livestock, or poultry of any kind shall be kept, raised, or bred 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.

Dated: October 12, 1970

Recorded: October 13, 1970

Recording No.: 321552