

Statement of Protective Covenants Affecting
Striker Addition, Town of Connell, Washington.

179393

Lots entirely excepted from the protective covenants herein contained are: All of Block 1, Lots 1 to 9, inclusive in Block 2, and Lots 1 to 12 inclusive in Block 13, Striker Addition, Town of Connell, Franklin County, Washington.

1. LAND USE AND BUILDING TYPE:

A. No land shall be used, and no building or other structure shall be used or erected or altered to be used in Lots 10 to 16, inclusive, in Block 2, all Blocks 3, 4, 5, 6, and 7, Striker Addition, Town of Connell, Franklin County, Washington for any purpose other than that of:

- (1) A single family dwelling or two family dwelling and their accessory buildings and uses. (2) A church, hospital, public or private school, public park or playground when not operated for profit, except that multiple family dwellings may be erected or altered to be used in Lots 14, 15 and 16 in Block 2, Lots 1, 2, 3, 4, 13, 14, 15, and 16 in Block 3, Lots 1, 2, 3, 4, 13, 14, 15, and 16 in Block 4, Lots 1, 2, 3, 4, 13, 14, 15, and 16 in Block 5, Lots 1, 2, 3, 4, 13, 14, 15, and 16 in Block 6, and Lots 1, 2, 3, 4 in Block 7.

B. No land shall be used, and no building or other structure shall be used or erected or altered to be used in Blocks 8, 9, 10, 11, and 12 and Lots 13 to 21, inclusive, Block 13, of Striker Addition, Town of Connell, Franklin County, Washington, for any purpose other than that of a single family dwelling.

2. DWELLING QUALITY AND SIZE: No dwelling shall be permitted on any lot having a ground floor area of the main structure exclusive of one story open porches and garages of less than 900 square feet, except that a dwelling with a basement shall have a minimum of 780 square feet on the ground floor exclusive of open porches and garages. No dwelling shall be permitted on any lot at a cost substantially lower than the average cost levels of the houses constructed prior thereto in the Striker Addition, 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 shall have been used in said addition.
3. BUILDING LOCATION: No building shall be located on any lot nearer than 20 feet from the front lot line, or nearer than 20 feet to any side street line. No building except a detached garage or other outbuilding located 50 feet or more from the front lot line shall be located nearer than 5 feet to any side lot line.
4. 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 set back line, or any area of less than 7,000 square feet.
5. 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. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line.
6. 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.

- 7. LIVESTOCK AND POULTRY: 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 purpose.
- 8. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 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.
- 9. COMPLETION OF BUILDINGS: Any structure or dwelling 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.
- 10. If the parties hereto or any of them or their successors or assigns as to any of the said lots 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 Striker Addition to prosecute any proceeding at law or in equity against the person or persons violating any such covenant and enjoin him or them from so doing and to recover damages for any loss arising from such violation, and any other person or persons owning any lot situated in said addition is hereby authorized to bring such proceeding accordingly in the Superior Court of Franklin County, Washington; or to any other proper court.
- 11. Invalidation of any one of the covenants herein by judgement, court order, or otherwise, shall in no wise affect the remaining provisions hereof.

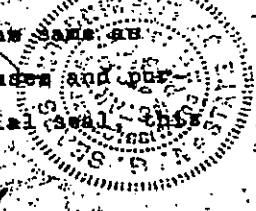
These restrictive covenants are adopted as a means to effect the purpose of maintaining said Striker Addition as a desirable residential area. These covenants are adopted in consideration of the benefits to be derived from this plan and shall be binding upon the covenantors, their successors and assigns.

Dated at Connell, Washington this 19 date of Sept,

Filed for Record 1956,
 Request of Ben M. Lindquist
 Return to Same Connell, Wash.
 Send Tax Statement to
 Dorothy Towne, County Auditor
 The State of Washington
 County of Franklin ss

Ben M. Lindquist
Gargia J. Lindquist

I, V. G. Sears, a Notary Public in and for the State of Wash., do hereby certify that on this 19th day of Sept, A.D. 1956, personally appeared before me, Ben M. Lindquist & Gargia J. Lindquist to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 19th day of Sept, A.D. 1956.
 Residing at Connell, Wash.



V. G. Sears
 Notary Public

296727

AMENDMENT TO PROTECTIVE COVENANTS
STRIKER ADDITION, TOWN OF CONNELL, WASHINGTON

Whereas, the undersigned, being all of the owners of the property in Striker Addition to the Town of Connell, Washington, desire to amend those certain Protective Covenants heretofore executed by the then owners of Striker Addition, Ben Klindworth and Georgia S. Klindworth, his wife, on September 19, 1956, and which covenants were recorded in the office of the Franklin County Auditor under date of September 26, 1956, being Auditor's File No 179393 of such county, Now, THEREFORE,

It is agreed by all of the parties hereto that such covenants may be changed in the following manner:

The initial paragraph of such protective covenants shall hereafter read as follows: "Lots entirely excepted from the Protective Covenants herein contained are: All of Block 1; all of Block 2; and Lots 1 to 12 inclusive of Block 13, ~~XXXXXX~~ and all of Blocks 3, 4, 5, 6, and 7, Striker Addition, Town of Connell, Franklin County, Washington". That Paragraph 1, Sub-paragraph A shall have deleted therefrom Blocks 3, 4, 5, 6, and 7, for the reason that such property has been added to exceptions contained in the initial paragraph.

In all other respects such Protective Covenants as described above shall remain in full force and effect as originally written and constituted, and amended March 7, 1962.

Dated October 14, 1966.



296727
FILED OR RECORDED
VCL 132 OF Deeds
PAGE REQUEST OF
Franklin-Benton Title Co.
1967 FEB 6 PM 3 05

CREDITLY TOWNE AUDITOR
FRANKLIN COUNTY, WASH.
MAIL TO DEPUTY

Town of Connell, a Municipal Corporation.

by Don Jolly
Don Jolly, Mayor

by Miss Josephine Kelley
Josephine Kelley, Clerk-Treas.

Ben Klindworth
Ben Klindworth

Georgia S. Klindworth
Georgia S. Klindworth

LeRoy Couture
LeRoy Couture

Thelma Couture
Thelma Couture

VCL 132 PAGE 272

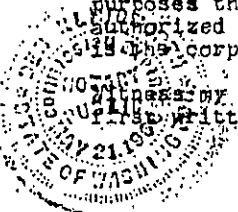
295727

State of Washington

County of Franklin

On this 19 day of October 1966 before, the undersigned, a Notary Public and for the State of Washington, duly commissioned and sworn, personally appeared Dan Jolly and Josephine Kelley, to me known to be the Mayor and Clerk-Treasurer, respectively of Town of Connell, a Municipal Corporation, that they executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Given under my hand and official Seal hereto affixed the day and year written above.



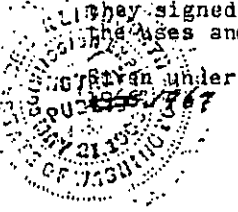
Jim Klindworth
Notary Public residing at Connell.

State of Washington

County of Franklin

On this day personally appeared before me LeRoy Couture and Thelma Couture to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 1 day of February



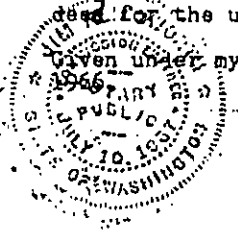
Ben Klindworth
Notary Public residing at Connell.

State of Washington

County of Franklin

On this day personally appeared before me Ben Klindworth and Georgia S. Klindworth to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 28 day of October,



Jim Klindworth
Notary Public residing at Connell.

MAIL TO:
Ben Klindworth
P.O. Box 125
Connell, WA

WA 192 PAGE 273

223880

AMENDMENT TO PROTECTIVE COVENANTS
STRIKER ADDITION, TOWN OF CONNELL, WASHINGTON

WHEREAS, the undersigned, being all of the owners of the property in Striker Addition to the Town of Connell, Washington, desire to amend those certain Protective Covenants heretofore executed by the then owners of Striker Addition, Ben Klindworth and Georgia S. Klindworth, his wife, on September 19, 1956, and which covenants were recorded in the office of the Franklin County Auditor under date of September 26, 1956, being Auditor's File No. 179393 of such county, NOW, THEREFORE,

IT IS AGREED by all of the parties hereto that such covenants may be changed in the following manner:

The initial paragraph of such protective covenants shall hereafter read as follows: "Lots entirely excepted from the Protective Covenants herein contained are: All of Block 1, all of Block 2; and Lots 1 to 12 inclusive of Block 13, Striker Addition, Town of Connell, Franklin County, Washington."

That Paragraph 1, Sub-paragraph A shall have deleted therefrom Lots 10 to 16 inclusive in Block 2, for the reason that such property has been added to the exceptions contained in the initial paragraph.

In all other respects such Protective Covenants as described above shall remain in full force and effect as originally written and constituted.

DATED this 7 day of March, 1962.

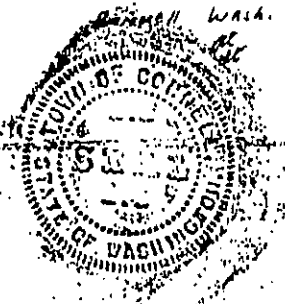
223880

FILED OR RECORDED
VOL. III OF DEEDS
PAGE 121 OF 121

Georgia Klindworth
1962 MAR 15 AM 10 44

FRANKLIN COUNTY, WASH.
DEPUTY
MAIL TO

Ben Klindworth
Connell, WASH.



LeRoy Couture
LeRoy Couture

Thelma Couture
Thelma Couture
Owners of Lot 9, Block 12

BOISE CASCADE CORPORATION

By James C. Hayden

Authorized Agent
As mortgagees on Lot 9, Block 12

TOWN OF CONNELL, a municipal corporation

By Don Kelly
Mayor

Attest: Donna J. Kelley
Clerk
owners of Lots 19, 20 & 21, Block

Ben Klindworth
Ben Klindworth

Georgia S. Klindworth
Georgia S. Klindworth
Owners of all the remainder of Striker Addition, Town of Connell, Washington

111 FEB 11

223980

STATE OF WASHINGTON (ss.)
COUNTY OF FRANKLIN

On this day personally appeared before me LEROY COUTURE and THELMA COUTURE, his wife, to me known to be the individuals described in and who executed the above and foregoing Amendment to Protective Covenants and each acknowledged that the same was done by them freely and voluntarily for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 6 day of March, 1962.

BEN KLINDWORTH
Notary Public in and for the State of Washington, residing at Cornell

STATE OF WASHINGTON (ss.)
COUNTY OF FRANKLIN

On this day personally appeared before me Ben Jolly and Mrs. Stephen Killey to me known to be respectively the Mayor and Clerk of the Town of Cornell, a municipal corporation, and acknowledged that the above and foregoing Amendment to Protective Covenants was signed by them as the free and voluntary act of such corporation, pursuant to authority in them granted, and that the same was done freely and voluntarily as the act of such municipal corporation for the uses and purposes mentioned.

GIVEN under my hand and official seal this 7 day of March, 1962.

BEN KLINDWORTH
Notary Public in and for the State of Washington, residing at Cornell

STATE OF WASHINGTON (ss.)
COUNTY OF FRANKLIN

On this day personally appeared before me BEN KLINDWORTH and GEORGIA S. KLINDWORTH, his wife, to me known to be the individuals described in and who executed the above and foregoing Amendment to Protective Covenants and each acknowledged that the same was done by them freely and voluntarily for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 6 day of March, 1962.

Ben Klindworth
Notary Public in and for the State of Washington, residing at Cornell

STATE OF IDAHO (ss.)
COUNTY OF ADA

This is to certify that on this 12th day of March, 1962 there appeared before me J.C. Hayes and _____ known to be respectively the Authorized Agent and _____ of Boise Cascade Corporation, and acknowledged that the above and foregoing Amendment to Protective Covenants was signed by them as the act and deed of such corporation freely and voluntarily for the uses and purposes therein mentioned, and pursuant to authority in them granted.

GIVEN under my hand and official seal the day and year first above written.

Charles D. Park
Notary Public in and for the State of Idaho, residing at Boise