

WEIGE'S ADDITION

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Les Weige and Bernice Weige, his wife, and Ronald McDonald and Phyllis McDonald, his wife, who are the owners of WEIGE'S ADDITION, described and recorded in Volume "D" of plats, page 38, records of Franklin County, Washington.

WE DO HEREBY DECLARE that the following restrictions, limitations and uses to which lots constituting the said plat may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land as provided by law, and shall be binding on all parties and all persons claiming under them, for the benefit and limitations upon all future owners in said addition, this declaration of restrictions being designed for the purpose of keeping said Plat desirable, uniform and suitable in architectural design and uses as herein specified.

COVENANTS

1. All lots within the tract shall be used for residential purposes exclusively, and no structure shall be erected, altered, placed or permitted to remain on any residential lot other than a detached single family dwelling, not to exceed two stories in height and a private garage for not more than two cars. All said structures shall be of new construction erected on the site.
2. No building shall be located on any of the lots described in WEIGE'S ADDITION in violation of the front, rear or side yard regulations of the zoning ordinances of Franklin County, Washington.
3. No trailer, basement, garage or other building erected or placed on any lot for use as a temporary residence or shop or storage unit during the construction of the permanent residential dwelling shall be allowed to remain for more than one year. This shall not, however, prohibit the storage by the owner of a "travel trailer" unit for storage purposes.
4. No dwelling shall be erected herein having a main floor area of less than 1,000 square feet, exclusive of open porches and garages.
5. All construction commenced on any dwelling or structure erected or placed within this plat shall be completed as to external appearances, including exterior painting, with one year from the date following commencement of construction.
6. All land areas exclusive of driveways and walks, shall be planted and maintained in a manner not detrimental to other lots in the plat; provided, however, that nothing herein contained shall impare the owner of vacant lots prior to construction, to landscape or maintain such lots, excepting that the said owner shall be required to remove any fire hazards contained or growing thereon.

7. All fences, walls, hedges, or mass plantings constructed or planted on said lots shall be in accordance with the rules and regulations of the Franklin County Planning Commission.
8. No noxious or offensive trade or business or other activities shall be carried on upon any lot nor shall anything be done on any lot which shall be or become an annoyance or nuisance to the neighborhood.
9. No sign or advertising of any kind shall be displayed to the public view on any lot except a sign of not more than 12 inches by 18 inches, or a sign of not more than 5 square feet in area for the purpose of advertising said property for sale or rent, or a sign used by the builder or developer to advertise the property during a construction or sales period.
10. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.
11. No residential structure shall be erected or placed on any lot within the plat which said lot has an area of less than 10,000 square feet.
12. No residential dwelling, having a valuation of less than \$15,000 inclusive of garage, but excluding the cost of the lot, shall be erected or placed on any lot of this subdivision. Said valuation shall be determined as of the price index of May 1, 1971.
13. All construction on said premises shall be in accordance with minimum FHA standards.
14. These covenants are to run with the land and shall be binding on all parties and persons owning or holding interest on any part of said WEIGE'S ADDITION, Franklin County, Washington.
15. Said covenants, conditions and restrictions and reservations shall be perpetual and shall apply to and be forever binding upon the grantee, his heirs, executors, administrators and assigns, and are imposed upon said realty as an obligation or charge against the same, for the benefit of the grantors herein names, their successors and assigns, and as a general plan for the benefit of said tract, providing, however, that nothing herein contained shall prevent modification as is hereinafter provided for.
16. The covenants, agreements, reservations, restrictions, grants and charges created hereby and established herein for the benefit of said plat and each lot therein, may be terminated, modified, altered or changed as to the whole of said plat or any portion thereof with the written consent of 75% of the lots of said plat, provided,

however, that no terminations, modification, alteration or change shall be effective until the proper instrument in writing shall be executed and recorded in the office of the Auditor of Franklin County, Washington and provided further, that no modification, alteration, termination, or change shall be made until the grantors herein have sold all of the said lots in said tract.

17. If any person or persons shall violate or attempt to violate any of the covenants or restrictions or grants herein contained, it shall be lawful for any other person or persons owning or claiming an interest in any lot or lots in said plat, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and restrictions or grants, or any court having competent jurisdiction so as to prevent any such violations and/or recover damages for any violations hereof.
18. Invalidation of one or any part of any one of these covenants by judgment, or by court order, shall in no manner effect the other provisions herein contained, and the remaining provisions shall remain in full force and effect.

In Witness Hereof, we have affixed our hands and seals this 25th day of February, 1972.

Recorded: March, 1972

Recording Number: 329320