

## WILLOW WAY HEIGHTS ADDITION

KNOW ALL MEN BY THESE PRESENTS: That the undersigned being the owners of all of the lots in Willow Way Heights Addition, a subdivision in Franklin County, Washington, representing a portion of Section 20, Township 9, replat recorded October 11, 2955; auditor's file no. 17110, do hereby declare the following restrictions and covenants which shall run with the land and which shall be binding on all parties and all persons claiming under them until January 1, 1970, at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs, successors, or assigns shall violate any of the covenants or restrictions herein contained, it shall be lawful for any other person or persons owning real property situated in said subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages resulting from said violation.

1. All lots in Willow Way Heights plat shall be known and described as suburban residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential Lot other than one detached single family dwelling or one attached duplex type dwelling not to exceed on and a half stories, a basement and a private garage of not more than two car capacity.
2. Hereafter, no building shall be erected, placed or altered on any lot in this subdivision until the external design and location thereof have been approved in writing by the planning commission or building inspector of the county of Franklin.
3. No building on any residential lot shall be located nearer than 25 feet to the front lot lines and five feet to the side lot lines nor 25 feet from the rear lot line, with the exception of a detached garage which may be located not less than 60 feet from the front lot line nor less than 5 feet away from any flanking street line and excepting that garages attached to or within the dwelling will be permitted regardless of this restriction. No building will be permitted to encroach on any utility easement provided for in said plat where such utility easements exist. Nothing in this provision, however, shall allow a building to be placed on the lot in contravention or in violation of zoning ordinances and regulations of Franklin County, Washington as the same are now or may b hereafter be adopted.
4. No residential structure shall be erected or placed on any building plot to remain thereon which plot has an area less than 7,500 square feet nor on any lot having less than 75 feet of frontage, excepting that nothing

contained in this restriction shall prevent erection of a residence on any lot as platted regardless of the frontage of said lot.

5. No noxious trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
6. No tent, shack, barn or other outbuilding erected in the addition shall be used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence.
7. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance including finished painting, within one year from the date of commencement of construction.
8. No dwelling costing less than \$10,000 and with a minimum floor area of main structure exclusive of open porches or garages of not less than 1,000 square feet shall be permitted on any lot in the subdivision, except that a house with basement or second floor shall have a minimum of 850 square feet on the ground floor. This minimum cost is 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 dwelling 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.

Dated: September 11, 1959

Recorded: September 21, 1959

Recording No: 207162