

AUG 26 3 11 PM '63

VERNER H. LAUGHTON DEPUTY
 RECORDED IN VOL. Deeds

Recorded Aug 26 1963
 Auditor's File No. 505218
 Volume 8, Page 50 of Plats

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned being all persons having any interest in property covered by Westward-Ho Sub-Division, Benton County, Washington, do hereby declare the following restrictions and covenants which shall run with the land and be binding on all parties and all persons claiming under them until January 1, 1983, at which time said covenants shall be automatically extended for successive periods of 10 years, unless by vote of a majority of the then owners of lots it is agreed to change said covenants in whole or in part.

If 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 situate in said development or subdivision to prosecute any proceedings at law or in equity against person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damage or other dues for such violation.

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of other provisions which shall remain in full force and effect.

1. All lots in tract shall be known and be described as residential lots. No structures shall be erected, altered, placed or be permitted to remain on any residential building plot other than 1 detached single-family dwelling to exceed one and one-half stories in height, and a private garage for not more than two cars, except Lot 1 Block 1.
2. No building shall be located nearer than 25 feet to front lot line or nearer than 15 feet to side street line. No building, except a detached garage, shall be located nearer than 10 feet to any side lot line.
3. No noxious or offensive trade or activity shall be carried on upon any lot except Lot 1, Block 1, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
4. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
5. No dwelling costing less than \$10,000.00 shall be permitted on any residential lot in tract. The ground floor area of main structure, exclusive of one-story open porches and garages, shall be not less than 850 square feet in case of a one and one-half story structure.
6. Grantors, for themselves and their successors and assigns, dedicate easements for public utility purposes, over public utility easement strips shown in redorded plat. Said easements are hereby granted to maintain, construct, reconstruct, and repair sewer lines, domestic water and irrigation water pipe lines, telephone lines and lines for delivery of electrical energy as same are constructed and installed at

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 INDEXED BY [Signature]
 CHECKED BY [Signature]

Letters to:
 Mr. Robert H. Ayers
 4008 W. Chamwater
 [Signature]

Protective Covenants of Westward-Ho Sub-Division
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time of conveyance of each of lots in said Plat. Whenever use of said easements or any of them shall cease, same shall revert to owners of land affected by said easements.

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 8 months from date of commencement of construction.
8. Until such time as a sanitary sewer system shall have been constructed to service this subdivision, a sewage disposal system constructed in accordance with requirements of Health Authority with jurisdiction shall be installed to serve each dwelling. Effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain unless it has been first passed through an absorption field approved by Health Authority.
9. Invalidity of any of the preceding covenants by judgement or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

Robert H. Ayers
Ruth Ayers