

DEED RECORD 131
STEVENS COUNTY

331

DECLARATION OF PROTECTIVE RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that Western Mortgage Co., the owner of CRESTVIEW HOMES ADDITION (Replat of Tracts B, C, D & E, STATE ADDITION No. I) in the County of Stevens and State of Washington, does hereby declare the following protective restrictions in connection with said property.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1973, 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 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 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 him 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.

(A) All lots in CRESTVIEW HOMES ADDITION (Replat of Tracts B, C, D & E, STATE ADDITION No. I) shall be known as residential lots and no structure shall be erected, altered, placed, or permitted to remain on any residence building plot other than one detached single family dwelling, for single family occupancy, not to exceed two and one-half stories in height and a private garage for not more than two cars.

(B) No building shall be located nearer than 25 feet from the street either on the front or side. No building shall be erected on any lot until the design and location thereof have been approved in writing by a committee appointed by the subdivider, or elected by a majority of the owners of the lots in said subdivision. However, in the event such committee is not in existence or fails to approve or disapprove such design or location within 30 days, then such approval shall not be required, providing the design and location on the lot conform to and are in harmony with existing structures in the tract.

(C) No residential structure shall be erected or placed on any building plot which has an area of less than 6,000 square feet or a width of less than sixty (60) feet at the front building setback line.

(D) No noxious or offensive 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.

(E) No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the 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.

(F) The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 600 square feet in the case of a one-story structure; not less than 550 square feet in the case of a one and one-half, two or two and one-half story structure. No dwelling costing less than \$4000. shall be permitted on any lot in the tract.

DEED RECORD 131
STEVENS COUNTY

381

DECLARATION OF PROTECTIVE RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that Western Mortgage Co., the owner of CRESTVIEW HOMES ADDITION (Replat of Tracts B, C, D & E, STATE ADDITION No. I) in the County of Stevens and State of Washington, does hereby declare the following protective restrictions in connection with said property.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1973, 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 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 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 him 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.

(A) All lots in CRESTVIEW HOMES ADDITION (Replat of Tracts B, C, D & E, STATE ADDITION No. I) shall be known as residential lots and no structure shall be erected, altered, placed, or permitted to remain on any residence building plot other than one detached single family dwelling, for single family occupancy, not to exceed two and one-half stories in height and a private garage for not more than two cars.

(B) No building shall be located nearer than 25 feet from the street either on the front or side. No building shall be erected on any lot until the design and location thereof have been approved in writing by a committee appointed by the subdivider, or elected by a majority of the owners of the lots in said subdivision. However, in the event such committee is not in existence or fails to approve or disapprove such design or location within 30 days, then such approval shall not be required, providing the design and location on the lot conform to and are in harmony with existing structures in the tract.

(C) No residential structure shall be erected or placed on any building plot which has an area of less than 6,000 square feet or a width of less than sixty (60) feet at the front building setback line.

(D) No noxious or offensive 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.

(E) No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the 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.

(F) The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 600 square feet in the case of a one-story structure; not less than 550 square feet in the case of a one and one-half, two or two and one-half story structure. No dwelling costing less than \$4000. shall be permitted on any lot in the tract.