

261594

AMENDMENT TO RESTRICTIVE COVENANTS FOR BURROUGHS ADDITION

The owners and platters of Burroughs Addition, a subdivision in the County of Franklin, State of Washington, the plat of which is filed in the office of the Franklin County Auditor, under Auditor's File No. 228539, and restrictive covenants as to which are filed in the Office of the Franklin County Auditor, State of Washington, under Auditor's File No. 229 956, do hereby declare that the said restrictive covenants shall be amended in the following particulars, to-wit:

Paragraph 4 of said restrictive covenants shall be amended so that it reads as follows:

"All lots in Burroughs Addition shall be residential lots and no structures shall be erected, altered, placed or permitted to remain on any lot in said addition other than one single family dwelling with attached garage, with the exception that duplex dwellings may be erected on Lot 6, Block 1 and upon Lot 1, Block 2. A private garage for not more than two automobiles and attached to the residence by a breezeway shall be permitted. No other structures unattached to the single family dwelling shall be allowed. No structures and no portion of any structure of any kind shall be moved on to any lot in Burroughs Addition."

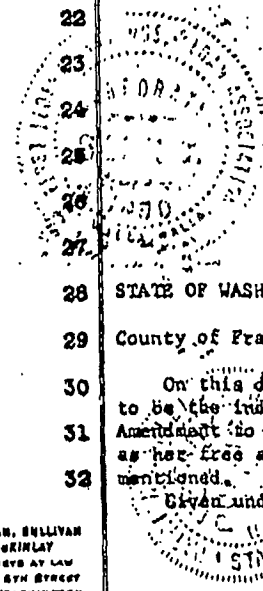
Paragraph 6 of said restrictive covenants shall be amended so that it reads as follows:

"No building on any residential lot shall be located nearer to the front or rear lot lines or to the side lot lines than is permitted by the County Zoning Ordinance then in effect."

The undersigned, being all the owners or persons having an interest in said Burroughs Addition, have signed and acknowledged the foregoing this \_\_\_\_\_ day of May, 1964.

*[Handwritten signatures]*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FIRST FEDERAL SAVINGS & LOAN ASS'N OF  
WALLA WALLA  
BY: *[Signature]*  
Executive Vice President



STATE OF WASHINGTON:  
County of Franklin :

On this 15 day of May, 1964,  
I, Dorothy E. Burroughs, Notary Public in and for the State of Washington, do hereby certify that the within and foregoing Amendment to Restrictive Covenants, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 15 day of May, 1964.  
*[Signature]*  
Notary Public in and for the State of Washington, residing at Pasco

MERRIDAN, SULLIVAN & MORINLEY  
ATTORNEYS AT LAW  
110 2nd. St. SE  
PASCO, WASHINGTON

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261594

1 STATE OF WASHINGTON:  
: ss  
2 County of Franklin :

3 On this day personally appeared before me DONALD W. NORVELL, to  
4 me known to be the individuals described in and who executed the within and  
5 foregoing Amendment To Restrictive Covenants, and acknowledged that they signed  
6 the same as their free and voluntary act and deed, for the uses and purposes  
7 therein mentioned.

8 Given under my hand and official seal this 12 day of May  
9 1964.  
10 Donald W. Norvell  
11 Notary Public in and for the State of  
12 Washington, residing at Pasco

9 STATE OF WASHINGTON:  
: ss  
10 County of Franklin :

11 On this day personally appeared before me Ronald W. Blehm  
12 and Gladys A. Blehm  
13 to me known to be the individuals described in and who executed the within and  
14 foregoing Amendment To Restrictive Covenants, and acknowledged that they signed  
15 the same as their free and voluntary act and deed, for the uses and purposes  
16 therein mentioned.

17 Given under my hand and official seal this 18 day of May  
18 1964.  
19 Ronald W. Blehm  
20 Notary Public in and for the State of  
21 Washington, residing at Pasco

18 STATE OF WASHINGTON:  
: ss  
19 County of Walla Walla:

20 On this 26th day of May, 1964, before me, the undersigned,  
21 a Notary Public in and for the State of Washington, duly commissioned and sworn,  
22 personally appeared L. C. Wetzel to me known to be  
23 the Executive Vice President of the corporation that executed the  
24 foregoing Amendment to Restrictive Covenants, and acknowledged the said  
25 instrument to be the free and voluntary act and deed of said corporation, for  
26 the uses and purposes therein mentioned, and on oath stated that he is  
27 authorized to execute the said instrument and that the seal affixed is the  
28 corporate seal of said corporation.

29 Witness my hand and official seal hereto affixed the day and  
30 year in this certificate above written.  
31 John Niemeyer  
32 Notary Public in and for the State of  
Washington, residing at Walla Walla



261594  
FILED OR RECORDED  
VOL. 21 OF 1964  
PAGE REQUEST OF  
Shelley Burroughs  
1964 MAY 29 AM 10 52  
DOROTHY TOWNE AUDITOR  
FRANKLIN COUNTY, WASH.  
MAR. 10  
Shelley Burroughs  
220 Rd 4  
Pasco, Wash.

HERRIBAN, SULLIVAN  
& HOSKINLEY  
ATTORNEYS AT LAW  
114 SO. 5TH STREET  
PASCO, WASHINGTON

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344343

WATER RIGHT CONVEYANCE

THIS INDENTURE made and entered into this 12th day of March, 1974, by and between the Franklin County Irrigation District No. 1, a municipal corporation, hereinafter referred to as the District, and Charles D. Cox, Jr. and Martha A. Cox, his wife hereinafter collectively referred to as Grantees, WITNESSETH:

WHEREAS, the land hereinbelow described has heretofore been conveyed by the District "without water rights of any kind or character" the District reserving such water rights aforesaid, and

WHEREAS, the Grantees desire to acquire such water rights from the District, NOW, THEREFORE,

FOR AND IN CONSIDERATION of the premises and One Dollar in hand paid to the District by the Grantees, receipt whereof is acknowledged by the District, the District hereby releases and conveys to the Grantees all water rights of any kind or character heretofore reserved by the District by conveyance of the property hereinbelow described to Grantees or their predecessors in title or interests, to-wit:

Lot 4, Block 2, Burrough's Addition  
Franklin County, Washington

DATED this 2nd day of April, 1974.

FRANKLIN COUNTY IRRIGATION DISTRICT NO. 1

Attest: [Signature]  
Secretary

BY: [Signature]  
President



STATE OF WASHINGTON }  
County of Franklin } ss

I, the undersigned, a notary public in and for the above named county and state, do hereby certify that on this 2nd day of April, 1974, personally appeared before me Ross Steele and Richard D. Brown, to me known to be the President and Secretary of the corporation that executed the within and 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 were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

[Signature]  
Notary Public in and for the State of Washington, residing at Pasco.

Delivery and acceptance of the above and foregoing acknowledged this day of March, 1974.

[Signature]  
[Signature]

Grantees

344343

RECORDED IN VOL 60  
OF OFFICIAL RECORDS  
PAGE 111 REQUEST 3F ml  
PCID # 1

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DOROTHY DWANE AUDITOR  
FRANKLIN COUNTY, WASH.  
DEPUTY  
WASH TO:

60 PAGE 447

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RESTRICTIVE COVENANTS FOR BURROUGHS ADDITION

The owners and platters of Burroughs Addition, a subdivision in the County of Franklin, State of Washington, the plat of which is filed in the office of the Franklin County Auditor, under auditor's file No. 228589, do hereby declare that the following restrictions and covenants shall be restrictions and covenants running with the land, and shall be binding on all parties and all persons claiming under the undersigned until January 1, 1987, at which time these restrictions and covenants shall automatically extend for successive periods of 10 years each, unless by vote of the majority of the then owners of the lots it is agreed to change or abrogate such restrictions and covenants.

If the parties hereto, or any of them, or their 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 situate in said subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any of such covenants, and either to prevent him or them from so doing, or to recover damages resulting from said violation or both.

Invalidation of any one of these covenants by judgment, court order, legislative enactment, or otherwise, shall in no wise affect any of the other provisions, which shall remain in full force and effect. These covenants shall not apply to Lots 7 in Block 2 nor to Lots 1 and 12 in Block 1 of Burroughs Addition which are hereby declared to be free of all restrictive covenants.

All lots in Burroughs Addition shall be residential lots and no structures shall be erected, altered, placed or permitted to remain on any lot in said Addition, other than one single family dwelling with attached garage; PROVIDED, HOWEVER, that a private garage for not more than two automobiles and attached to the residence by a breezeway shall be permitted. No structures unattached to the single family dwelling shall be allowed. No structure and no portion of any structure of any kind shall be moved on to any lot in Burroughs Addition.

No trailer, basement, tent, shack, garage, barn, or other outbuilding shall be erected or allowed to remain on any lot or used as a residence temporarily or otherwise; PROVIDED, HOWEVER, that during the course of construction of a dwelling house a construction shed will be allowed, but no such shed or other building shall be used as a residence temporarily or otherwise.

No building on any residential lot shall be located nearer than 25 feet to the lot line facing the roadway in said plat, or nearer than 15 feet to the side lot lines, including a garage attached to the dwelling.

No noxious or offensive activity shall be carried on on any lot, nor shall anything be done thereon which may be, or may become, an annoyance or a nuisance to the neighborhood, of which fact a Court shall be the sole judge.

No dwelling or residential structure shall be permitted on any lot in Burroughs Addition with a minimum floor space of the main structure, exclusive of open porches, garages, or breezeway, of less than 1100 square feet.

Any dwelling erected or placed on any lot in this subdivision shall be complete as to external appearance, including finished painting, within six months from date of commencement of construction.

If the ordinances of Franklin County or the regulations of the State Health Department should so require them, then shelters for well houses may be constructed and maintained at any level above ground and detached from the dwelling houses.

PLAT 110 PAGE 294

229956

1 No livestock or poultry shall be permitted to be kept or maintained on any  
2 of the lots of the subdivision. No kennel with outside or commercial  
3 connections shall be permitted to be kept or maintained on any of the lots  
4 in the subdivision. Nothing in this paragraph shall forbid family pets, in-  
5 cluding goldfish, dogs, cats and birds such as parakeets, to be maintained  
6 on any lot in this subdivision.

7 The owner or occupant of each lot shall maintain the grounds in good present-  
8 able condition at all times. After erection of a dwelling house on each  
9 lot, the grounds of said lot shall be landscaped and a lawn planted within  
10 12 months from the date of commencement of construction of any dwelling on  
11 any lot.

12 The platters, Donald W. Norvell and Dorothy E. Burroughs, are single and own  
13 portions of Burroughs Addition in their sole and separate right. The under-  
14 signed First Federal Savings & Loan Association of Walla Walla is the  
15 mortgagee as to Lots 1 and 12, Block 1, and hereby consents to these  
16 restrictions for Burroughs Addition.

17 Signed and acknowledged by Dorothy E. Burroughs and Donald W. Norvell this  
18 16 day of October, 1961.

Dorothy E. Burroughs  
Donald W. Norvell

FIRST FEDERAL SAVINGS & LOAN ASS'N OF  
WALLA WALLA

By F. W. Clute, Secy

19 STATE OF WASHINGTON }  
20 COUNTY OF FRANKLIN } ss

21 On this day personally appeared before me DOROTHY E. BURROUGHS and DONALD W.  
22 NORVELL, to me known to be the individuals described in and who executed the  
23 within and foregoing Restrictive Covenants, and acknowledged that they signed  
24 the same as their free and voluntary act and deed, for the uses and purposes  
25 therein mentioned.

26 Witness my hand and official seal this 17 day of October, 1961.

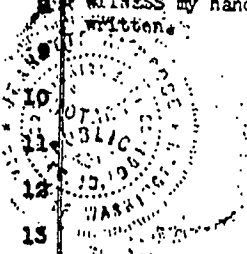
John Harrison  
Notary Public in and for the State of  
Washington, residing at Pasco.

229956

1 STATE OF WASHINGTON }  
2 COUNTY OF WALLA WALLA } ss.

3 On this 21<sup>st</sup> day of October, 1961, before me, the undersigned, a Notary  
4 Public in and for the State of Washington, duly commissioned and sworn,  
5 personally appeared F. W. CLUTE, to me known to be  
6 the SECRETARY of the corporation that executed the  
7 foregoing instrument, and acknowledged the said Restrictive Covenants to be  
8 the free and voluntary act and deed of said corporation, for the uses and  
9 purposes therein mentioned, and on oath stated that he is authorized to  
10 execute the said instrument and that the seal affixed is the corporate seal  
11 of said corporation.

12 WITNESS my hand and official seal hereto affixed the day and year first above  
13 written.



Clayton C. Ambrose  
Notary Public in and for the State of  
Washington, residing at Walla Walla.

14 229956

15 ~~FRANK J. SULLIVAN~~  
16 WALLA WALLA, WASH.  
17 PAGE  
18 FRANK J. SULLIVAN

19 OCT 24 AM 11 20

20 JAMES J. SULLIVAN  
21 FRANKLIN COUNTY, WASH.  
22 DEPUTY  
23 MAIL TO  
24 H. J. SULLIVAN  
25 P.O. BOX 927  
26 PASEO SURSA

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WA 110 REG 296