

DEED RECORD No. 75
FRANKLIN COUNTY, WASHINGTON

125

137247

COVENANTS
OF
MERRICK PARK ADDITION
FRANKLIN COUNTY, WASHINGTON

Know all men by these presents: That the undersigned being all the persons having any interest in the property covered by the plat of Merrick Park Addition, 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, 1971, 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 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 covenant 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.

1. All lots in the tract shall be known and be described as residential lots. No structure shall be erected, altered, placed or be permitted to remain on any residential building lot laid out on the plat hereof other than one detached single-family dwelling not to exceed two and one-half stories in height, and a private garage for not more than three cars, and a well house, greenhouse, garden house, or other ornamental structures. All out buildings shall be architecturally in keeping with residence.

2. No building shall be located nearer than 40 feet to the front lot line or nearer than 25 feet to the side street line. No building, except a detached garage, shall be located nearer than 10 feet to any side lot line.

3. No trade or commercial business shall be carried on upon any part of this sub-division, nor shall anything be done which in any way becomes an annoyance or nuisance to the neighborhood.

4. No livestock, beasts, reptiles, fowls or domestic animals other than horses, dogs, cats and household pets, shall be confined, picketed, penned, grazed, pastured, or in any other manner introduced or maintained within the area of this plat.

5. No trailer, basement, tent, shack, garage, barn or other out-building erected in the tract shall be at any time used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

6. No dwelling costing less than \$15,000.00, based on 1960 construction prices, shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1200 square feet in the case of one-story structure, nor less than 850 feet in the case of a one and one-half, two, or two and one-half story structure.

7. The grantor, for themselves and their successors and assigns, dedicate easements for public utility purposes, over the public utility easements strips shown in recorded plat. Said easements are hereby granted to maintain, construct, reconstruct and repair, sewer lines, domestic water and irrigation water pipelines, telephone lines, and lines for the delivery of electrical energy as the same are constructed and installed at the time of the conveyance of each of the lots in said plat. Whenever the use of said easements or any of them shall cease, the same shall revert to the owners of the land affected by said easement. The park shown upon said plat is dedicated to the sole use,

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enjoyment and maintenance of persons owning land in or residing upon said sub-division.

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

9. Until such time as a sanitary sewer system shall have been constructed to service this subdivision, a sewage disposal system constructed in accordance with the requirements of the Health Authority with jurisdiction shall be installed to serve each dwelling. The 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 the Health Authority.

Florence Mayne Merrick Ivan Merrick
Ray Z. Simons Dradie E. Simons
Mrs. Gloria Gibb

STATE OF WASHINGTON)
COUNTY OF FRANKLIN) ss.

Before me, the undersigned Notary Public, personally appeared Florence Mayne Merrick, Ivan Merrick, Ray Z. Simons, Dradie E. Simons, and Gloria Gibb, known to me to be the persons named in and who subscribed to the foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.



Theodore D Peterson
Notary Public in and for the State
of Washington, residing at Pasco.

Filed for Record May 1, 1951 at 1:30 P M by Mrs. Florence Mayne Merrick Pasco Wash

Recorded 84
Pract. L. 28-18
Index: Cl
Indexed Reverse: _____

RUTH LIVINGSTON COUNTY AUDITOR
Eh Fee \$1.25