

FILED BY 500411

E. J. Merrill

JUN 12 11 10 AM '63

Vol 204 366

VERNER MILLER, AUDITOR
DEPUTY

RECORDED IN VOL. *Deeds*

PROTECTIVE COVENANTS

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THE UNDERSIGNED, being all of the owners of the following described property, to-wit:

All of the lots in Merrill's Second Addition to Richland, Benton County, Washington.

do hereby declare the following restrictions and covenants which shall run with the land and shall be binding on all parties and persons claiming under them until January, 1975, and shall be automatically extended for successive periods of five (5) years thereafter 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 undersigned, or their heirs, successors 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 plat to prosecute any proceeding at law or in equity against such person or persons violating or attempting to violate any such covenants, and to either prevent them from so doing or to recover damages for such violation.

Invalidation of any 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.

Said restrictions are as follows:

1. All lots in the tract shall be known and shall be described as residential lots. No structure shall be erected, altered, placed or be permitted to remain on any residential building plot other than one detached single family dwelling and private garage.

2. No dwelling shall be allowed on any lots of the tract containing less than 1200 square feet of ground floor area, exclusive of garages and porches, if said dwelling has a basement; or 1400 square feet of ground floor area, exclusive of garages and porches, if without a basement.

3. No used building or structure shall be placed on any lot in this plat and subsequently used or adapted into a residence.

4. Any dwelling or structure erected or placed on any lot in this plat shall be completed as to external appearance including painting, within one (1) year from the date of start of construction, and shall have planted in the front thereof a lawn.

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INDEXED BY [Signature]
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Mail to
Everett E. Green
2147 Van Fleet Blvd.
Richland, Wash.

1 5. No trailer, tent, shack, barn, shed or other outbuilding shall be
2 at any time used as a residence, temporarily or permanently, nor shall any
3 structure of a temporary character be used as a residence.

4 6. No noxious or offensive trade or activity shall be carried on upon
5 any lot, nor shall anything be done thereon which may be or become a nuisance
6 or annoyance to the neighborhood.

7 7. All structures to be erected on said property shall be of standard
8 masonry or frame construction, or a combination thereof, and shall have perm-
9 nent foundations. No structure shall be erected on said described property of
10 such unusual, extraordinary or bizarre design as to lessen the value of the
11 neighboring property or be inconsistent with the development of this subdivision
12 as a first class residential district.

13 8. All public utilities servicing said area shall be installed under
14 ground and none shall be allowed to be constructed above the ground level.

15 9. No structure of any nature shall be erected, nor shall any con-
16 struction be commenced on any lot, until the plans for said structure have
17 been submitted to and approved by a committee of the land owners of the sub-
18 division. For the time being the committee shall be composed of E. T. Merrill
19 and Patricia T. Merrill and Everett E. Green, and they shall
20 constitute the committee for purposes of such approval, and they shall con-
21 tinue to serve as such committee until a committee of three (3) persons shall
22 have been elected by a majority of the ~~land~~ owners in this subdivision. The
23 ~~lot~~ owners shall meet on the second Monday of January of each year during
24 the term of these covenants and at that meeting the committee referred to
25 herein shall be elected, with election proceeding under Roberts Rules of Order
26 as to parliamentary procedure. Once the committee of three has been elected,
27 the members thereof shall continue to serve until successors have been elected,
28 at the following meeting of the majority of the land owners in the subdivision.
Such committee shall not have authority to waive any of the conditions of these
covenants, but failure to secure approval of the committee will be deemed a
violation hereof, and subject the person planning to build to remedial action
as set forth herein. Whenever a property owner submits plans for structures
to the committee, approval shall be deemed to have been given unless the com-
mittee indicates disapproval in writing within seven (7) days from the date of
receipt of the plans.

Ed 2:20
Pat 2:20

lot

IN WITNESS WHEREOF, we have hereunto set our hands and seals

this 5 day of June, 1963.

Edwin T. Merrill

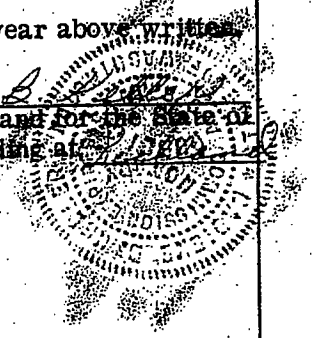
Patricia T. Merrill

1 STATE OF WASHINGTON)
2)
3 :SS
4 COUNTY OF BENTON)

5 On this 5 day of June, 1963, before me personally appeared E. T.
6 Merrill and Patricia Merrill, to me known to be the individuals described in
7 and who executed the foregoing instrument, and acknowledged to me that they
8 signed and sealed the same as their free and voluntary act and deed for the
9 uses and purposes therein mentioned.

10 Given under my hand and official seal the day and year above written.

11 *Medione B.*
12 Notary Public in and for the State of
13 Washington residing at *1200*



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