

VERNON W. MERRILL
DEPUTY
REGISTRAR 241

PROTECTIVE COVENANTS

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

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

INDEXED BY [Signature]
CHECKED BY [Signature]

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.
5. No trailer, tent, shack, barn, shed or other outbuilding 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 noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood.
7. All structures to be erected on said property shall be of standard masonry or frame construction, or a combination thereof, and shall have permanent foundations. No structure shall be erected on said described property of such unusual, extraordinary or bizarre design as to lessen the value of the neighboring property or be inconsistent with the development of this subdivision as a first class residential district.
8. All public utilities servicing said area shall be installed under ground and none shall be allowed to be constructed above the ground level.

W. Merrill
E. J. Merrill
1 Sprout Road
Richland, Wn

9. No structure of any nature shall be erected, nor shall any construction be commenced on any lot, until the plans for said structure have been submitted to and approved by a committee of the land owners of the subdivision. For the time being the committee shall be composed of Edwin T. Merrill, Grace E. Merrill and Everett E. Green, and they shall constitute the committee for purposes of such approval, and they shall continue to serve as such committee until a committee of three (3) persons shall have been elected by a majority of the lot owners in this subdivision. The lot owners shall meet on the second Monday of January of each year during the term of these covenants and at that meeting the committee referred to herein shall be elected, with election proceeding under Roberts Rules of Order as to parliamentary procedure. Once the committee of three has been elected, the members thereof shall continue to serve until successors have been elected, 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 committee indicates disapproval in writing within seven (7) days from the date of receipt of the plans.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 3 day of July, 1968.

Edwin T. Merrill

STATE OF WASHINGTON)
 : ss
COUNTY OF BENTON)

On this 3 day of July, 1969, before me personally appeared Edwin T. Merrill to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

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



A. J. Peters
Notary Public in and for the State of
Washington residing at Kennewick