

8. No fence, wall, hedge or mass planting shall be permitted that is over 5 feet in height and such shall be for privacy only and not to obstruct view of neighboring dwellings.

9. All setback lines, incline and other building restrictions shall be in accordance with the residential zoning ordinances of the City of Richland. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finished painting, within 9 months from the date of commencement of construction, provided, however, that such period for completion shall be extended sufficiently to compensate for unavoidable delays caused by acts of God, strikes, embargoes, hostilities, seizures, orders of governmental authorities or any other interruptions beyond the control of the owner.

10. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

11. No sign of any kind shall be placed or displayed to the public view on any lot except one professional sign of not more than 1 square foot, one sign of not more than five square feet advertising the property for sale or rent or signs used by builders or developers to advertise the property during the construction and sales period.

12. The grantor, for themselves and their successors and assigns dedicate easements for public utility purposes over the public utility easement strips as shown in the recorded plat. Such easements are hereby granted to maintain, construct, reconstruct and repair sewer lines, domestic water and irrigation water lines, telephone lines and lines for the delivery of electric 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 easement or any of them shall cease, the same shall revert to the owners of the land affected by said easement.

13. No building shall be erected, placed or altered on any lot in this subdivision until the external design and location thereof shall have been approved in writing by the neighborhood committee, which shall be appointed or elected by the owners of lots in said subdivision; provided, however, that if such committee fails to approve or disapprove such design and location within thirty (30) days after such plans have been submitted to it, or if no suit to enjoin the erection of such buildings or the making of such alterations has been commenced prior to the completion thereof, such approval shall not be required. Said committee shall consist of not less than three (3) nor more than five (5) members, all of whom shall be citizens of Benton County, Washington, and the individual vacancies shall be filled promptly by majority vote of the surviving members. Should the membership of the committee be reduced to less than a majority at any time, the members or members shall immediately call an election by qualified property owners to fill the vacancies. Any such interruption of committee power and authority shall automatically extend the 30 day period of plans by the same period of such interruption, and there shall be no waiver by default.

DATED this 15th day of November 1959.

Wm. T. Merrill
Wm. T. Merrill

STATE OF WASHINGTON

County of Benton

I, the undersigned, a duly qualified and for the State of Washington, hereby certify that on this 5th day of January 1958, I personally appeared before me *John W. Marshall* a Notary Public in and for the State of Washington.

to the effect of the individual described in and who executed the foregoing instrument and acknowledged that they executed the same as their free and voluntary act and deed for the purposes hereinafter stated.



John W. Marshall
Notary Public in and for the State of Washington

NOTARY PUBLIC

(Acknowledgment—Individual)

VOL. 13 PAGE 595

STATE OF WASHINGTON
County of Benton

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 5th day of November, 1959, personally appeared before me Edwin T. Merrill & Patricia T. Merrill

to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal, for the year last above written.



Edwin T. Merrill
NOTARY PUBLIC in and for the State of
Washington, residing at Kanawick

[The body of the document contains several columns of text that are extremely faint and illegible due to heavy noise and low contrast in the scan. The text appears to be a standard notary acknowledgment form.]



THIS SKETCH IS FURNISHED SOLELY FOR THE PURPOSE OF ASSISTING IN LOCATING THE PREMISES AND DOES NOT PURPORT TO SHOW ALL HIGHWAYS, ROADS OR EASEMENTS AFFECTING THE PROPERTY. NO RELIANCE SHOULD BE PLACED UPON THIS SKETCH FOR THE LOCATION OR DIMENSIONS OF THE PROPERTY AND NO LIABILITY IS ASSUMED FOR THIS CARELESSNESS THEREOF.

SUN-ACRES NO. 1

Lot 10, Block 910, Plat of Rickland, as recorded in Vol. 677 of Plat's records of Benton County, Washington.

DEDICATION

By, Edwin T. Merrill and Patricia T. Merrill, husband and wife, hereby certify that we are the owners of the tract of land described herein, that we have caused said land to be surveyed and platted into lots, blocks, and streets as shown herein, that said streets are hereby dedicated to the use of the public forever, and that the same are reserved as shown, and that said subdivision shall hereafter be known and designated by the name SUN-ACRES NO. 1.

Edwin T. Merrill

Patricia T. Merrill

ACKNOWLEDGEMENT

Staff of Washington County of Benton

I, Richard O. Quisley, Notary Public in and for the County and State aforesaid, hereby certify that on this 31st day of August, 1935, personally appeared before me Edwin T. Merrill and Patricia T. Merrill, husband and wife, to me known to be the persons whose names appear on the foregoing "DEDICATION" and acknowledged before me that they signed the same as their free and voluntary act and deed.

In witness whereof, I have set my hand and affixed my Official Seal the day and year above written.

Richard O. Quisley
Notary Public in and for the State of Washington

Residing at Bellevue
My commission expires February 12, 1938

APPROVALS

The aforesaid plat is hereby approved by and for the City of Rickland, Washington.

James S. W. S.
Vice-Chairman of the City Planning Commission

W. S. Baker
City Engineer

attest *Edwin T. Merrill* clerk

I hereby certify that the Taxes on the land described herein have been paid to and including the year 1935, no. 76 for the year 1935.

Edmund M. Hurd
Benton County Treasurer

Filed for record of the report of Richard Quisley and recorded in Vol. 677 of Plat's records in Vol. 677 of Plat's records, page 80.

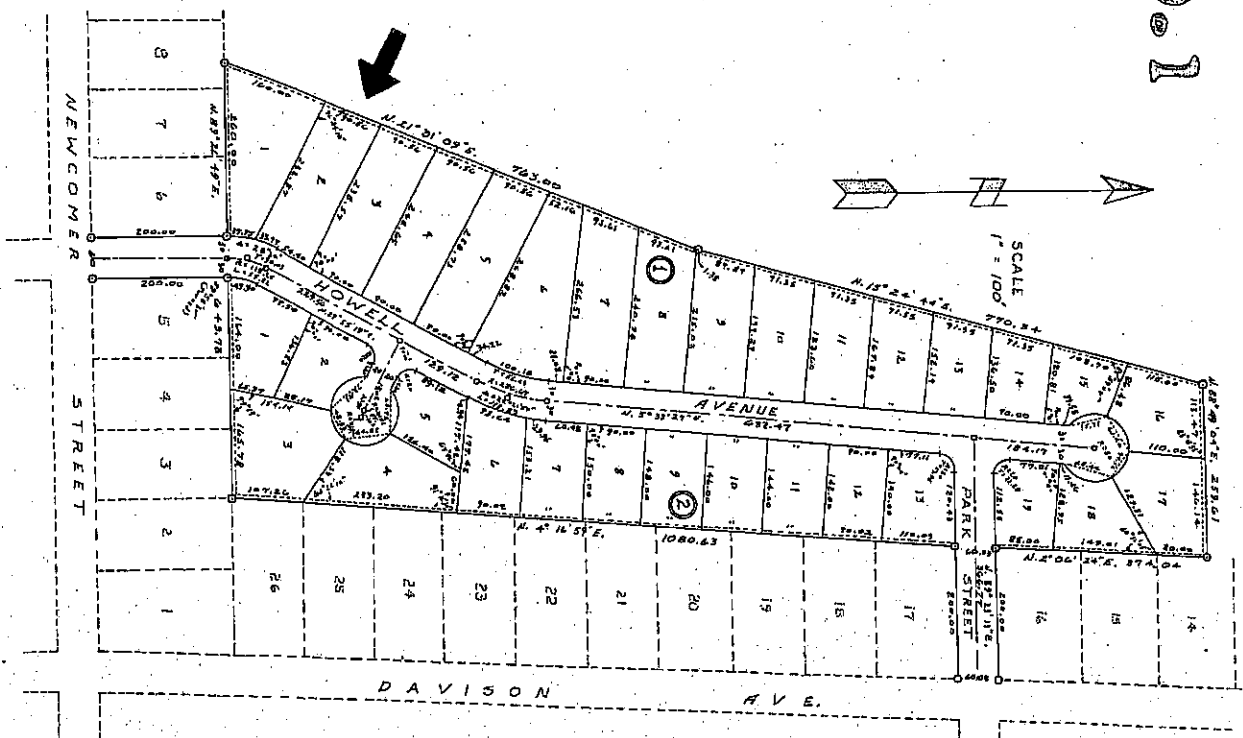
File No. 435183

Verrier Miller
Benton County Auditor

BEARING	DIST	EQS.	SIZE	ACRES	SAUR	CONT.	WEST
N. 89° 24' 48" E.	649.78	0.0385	1.33925	6.88		641.75	
N. 47° 14' 57" E.	1080.43	1.17221	10.27641	80.21		80.21	
N. 83° 02' 24" E.	374.44	1.17133	0.2175	17.75		17.75	
S. 89° 49' 04" W.	257.27	0.20043	1.41371	6.31		3.8750	
S. 15° 24' 44" W.	770.14	92.404	16.6578	128.24		208.74	
S. 27° 31' 07" W.	763.00	39.027	16.481	79.81		221.81	
				1497.68	1443.70	744.12	744.12

TRAVERSE NOTES

Notes: Field Traverse of Lot Owners found in Place
All corners marked with Iron Pipe



I hereby certify that the Plat of SUN-ACRES No. 1, as shown herein is based on an actual survey of the land described and that the bearings and distances are correctly shown and that said plat is staked on the ground as shown herein.



Charles T. Merrill
Notary Public in and for the State of Washington

PROTECTIVE COVENANTS

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

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.

*Tract 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.

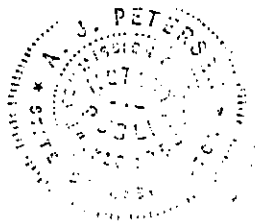
IN WITNESS WHEREOF, I have hereunto set my hand and seal this 3 day of July, 1968.

Edwin T. Merrill

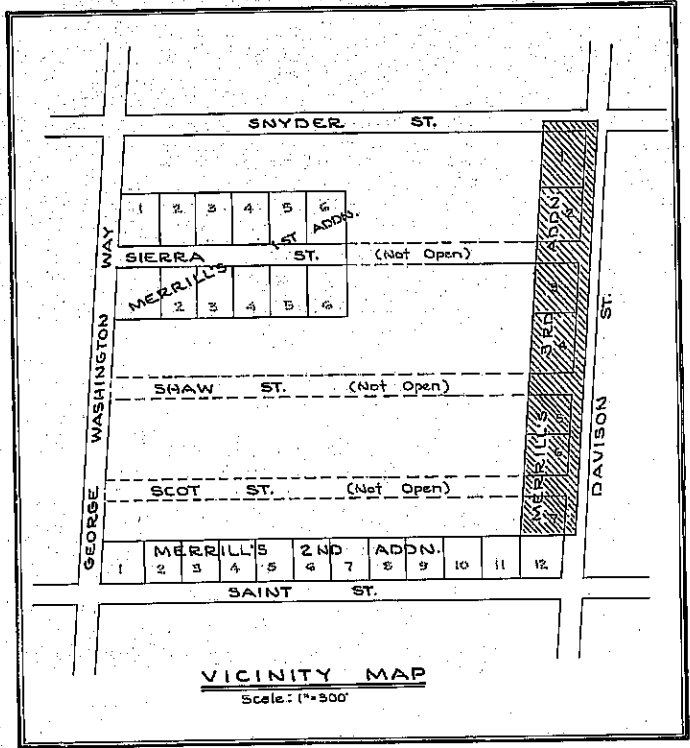
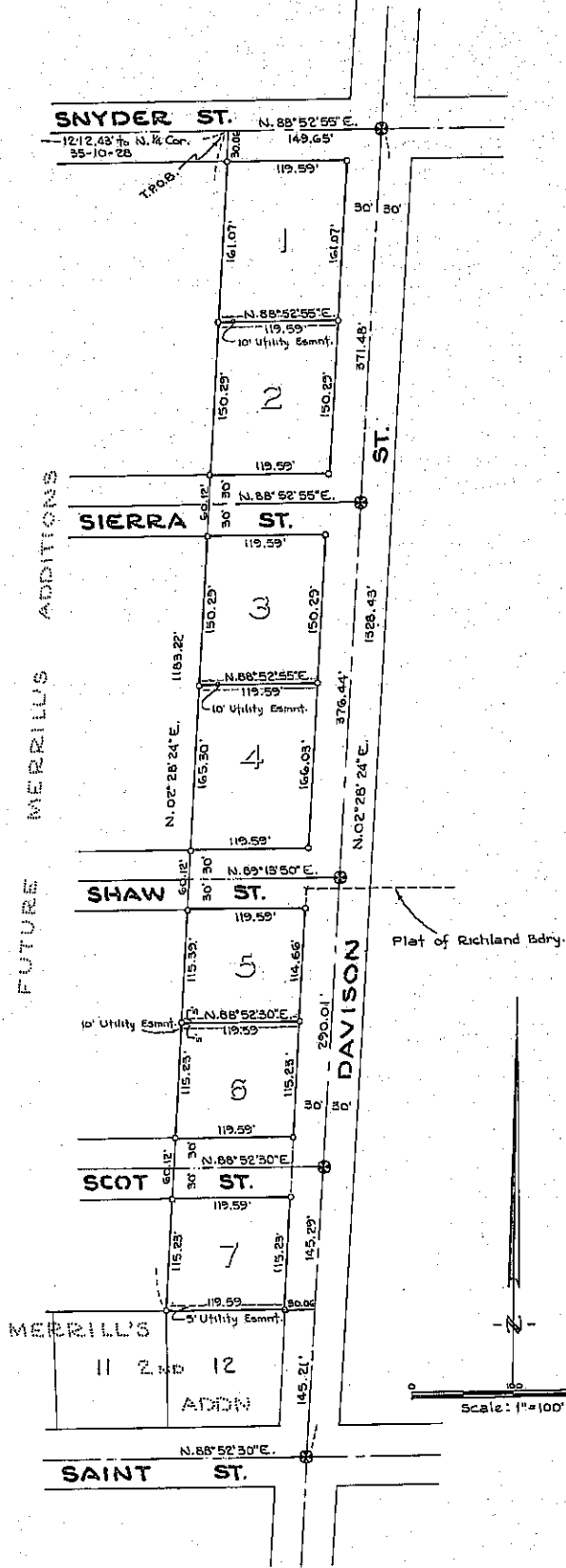
STATE OF WASHINGTON)
 : ss
COUNTY OF BENTON)

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



TRAVERSE NOTES
(UNADJUSTED)

BRG.	DIST.	C.	S.	NORTH	SOUTH	EAST	WEST
S. 02° 28' 24" W.	1183.22'	.99906641	.04315440		1182.12		51.06
S. 88° 52' 30" W.	149.65'	.01963529	.99980724		2.94		149.62
N. 02° 28' 24" E.	1183.22'	.99906641	.04315440	1182.12		51.06	
N. 88° 52' 55" E.	149.65'	.01951251	.99980901		2.92	149.62	
				1185.04	1185.06	200.65	200.68

o - Denotes I.R.
⊗ - Denotes Monument



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