

SUNFLOWER ESTATES

KNOW ALL MEN BY THESE PRESENTS: THOMAS W. KAY AND GAYLE S. KAY, being the owners of the real property described as SUNFLOWER ESTATES, according to the plat thereof recorded in Vol. D, Page 159, do hereby make the said real property subject to the following covenants and restrictions, which covenants and restrictions run with the land, and shall be binding on all parties and all persons claiming under them until ten years, at which time said covenants and restrictions shall automatically extend 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 and restrictions in whole or in part. These protective covenants and restrictions are being designed for the purpose of keeping said development desirable, uniform, and suitable in architectural design and use as herein specified.

1. All lots in the tract shall be known and be described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling and two other appurtenant structures, architecturally in harmony and consistent with the residential use of the premises.
2. Any lot owner shall submit all plans for any building to be constructed on any lot to the Architectural Control Committee for approval prior to commencement of construction of the structure. The Architectural Control Committee shall have the authority to approve, disapprove, or return for corrections all plans. Members of the Architectural Control Committee are Thomas W. Kay and Gayle S. Kay. All plans shall be submitted to the Architectural Control Committee at 1023 Riverside Drive, W. Richland, WA 99353.
3. Franklin County Public Utility District #1 requires that the residential dwelling shall be constructed in such a way that the primary power supply lines to the dwelling extend no further than 130 feet past the roadway easement for Road 60.
4. No modular, mobile home, or prefabricated dwelling shall be placed, erected, or permitted to remain on any residential lot.
5. All setback lines, sidelines, and other building restrictions shall be in accordance with the applicable ordinances of Franklin County.
6. It is the intent and purpose of these covenants to assure that all dwellings shall be of quality workmanship and materials substantially by same, or better, than that which can be produced on date these covenants are recorded. The floor area of the residential building, exclusive of one story open porches and garages, shall be not less than one thousand five hundred (1500) square feet and in the case of a multi-level home there will be at least one thousand (1,000) feet on the ground floor.

7. No structure of a temporary character, trailer, basement, garage or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently.
8. Each property shall be landscaped and maintained in a clean and attractive condition. Within six months after occupancy, the homeowner shall have completed grading and establishing landscaping minimums in front and side yards. The landscaping minimum shall consist of lawn area, sodded or seeded, no less than three ornamental trees, with mature heights of less than twenty feet, and flowers and shrubs in harmony with the architectural style of the residence. Yard and lawn rakings, shrubbery clippings, rock, dirt, and other materials resulting from landscaping work shall not be dumped into public streets, onto vacant lots, or into adjoining property. The removal and disposal of all such materials shall be the sole responsibility of the individual owner of the lot.
9. No on street parking of any R.V., trailer, boat, camper, truck, or cars, except those of visitors shall be allowed. Parking of all vehicles must be contained within each property owners lot.
10. Weed and vegetation control shall be the sole responsibility of the owner. The owner must comply with all codes of Franklin County and especially with those regulations and codes relating to fire protection.
11. All driveways must be approved by use of gravel, asphalt, or concrete.
12. All animals allowed by Franklin County ordinance shall be confined in a well-maintained environment. Winter shelter must be provided and shall be constructed in architectural harmony and style consistent with the residential dwelling.

This plat and dedication are made subject to the proceeding restrictions and covenants which run with the land and shall be binding on all parties and all persons claiming under them.

If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants, it shall be lawful for any other person or persons owning any real property in said subdivision to prosecute any proceeding at law, or in equity, against the person or persons, 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 way affect any other provisions which shall remain in full force and effect.

Dated: October 1, 1996

Recorded: October 1, 1996

Recording No.: 535492

SUNFLOWER ESTATES, REVISED

KNOW ALL MEN BY THESE PRESENTS: THOMAS W. DAY AND GAYLE S. DAY, being the owners of the real property described as SUNFLOWER ESTATES, according to the plat thereof recorded in Volume D, page 159, specifically Lots 2,3,4,5,6,7,8, do hereby make the said real property subject to the following covenants and restrictions, which covenants and restrictions run with the land, and shall be binding on all parties and all persons claiming under them until ten years, at which time said covenants and restrictions shall automatically extend 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 and restrictions in whole or part. These protective covenants and restrictions are being designed for the purpose of keeping said development desirable, uniform, and suitable in architectural design and use as herein specified.

1. Lots 2,3,4,5,6,7,8, in the tract shall be known and be described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling and two other appurtenant structures, architecturally in harmony and consistent with the residential use of the premises.
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If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants, it shall be lawful for any other person or persons owning any real property in said subdivision to prosecute any proceeding at law, or in equity, against the person or persons, 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 way affect any other provisions which shall remain in full force and effect.

Dated: December 23, 1996

Recorded: January 7, 1997

Recording No.: 537981