

SUNNY ACRES

Know all men by these presents: That the undersigned being the owners of all of the lots in Sunny Acres, a subdivision in Franklin County, Washington, recorded under Auditor's file 122608, do hereby declare the following restrictions and covenants which shall run with the land and which shall be binding on all parties and all persons claiming under them until January 1, 1975, at which time said covenants shall be automatically extended for successive periods of 10 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 procedure at law or in equity against the 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 described as residential lots except Lots 5 and 6, Block 1. No structures shall be erected, altered, placed, or be permitted to remain on any residential building plot other than one detached single family dwelling not to exceed on and one-half stories in height, and a private garage for not more than two cars.
2. No building shall be erected, placed, or altered on any lot in this subdivision until the external design and location thereof have been approved in writing by the neighborhood committee, which shall be appointed or elected by the owner or owners of a majority of the lots which are subject to the covenants herein set forth; provided, however, that if such committee fails to approve or disapprove such design and location within 30 days after such plans have been submitted to it, or if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required.
3. No building shall be located nearer than 25 feet to the front lot line or nearer than 15 feet to the side street line, nor shall have a minimum lot width at the setback line of less than 50 feet. No building, except a detached garage or other outbuilding located 70 feet or more from the front lot line, shall be located nearer than 5 feet to any side lot line.
4. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 5,000 square feet or a width of less than 50 feet at the front building setback line.

5. 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 an annoyance or nuisance to the neighborhood.
6. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
7. No dwelling shall be permitted on any lot at a cost of less than \$4000100 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwelling shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 650 square feet for a one-story dwelling, nor less than 600 square feet for a dwelling of more than one story.
8. The grantors, for themselves and their grantees, successors and assigns, do hereby dedicate easements for the construction, reconstruction, repair and maintenance of sewer lines, domestic water and irrigation water lines, telephone lines and lines for the delivery of electrical energy over, across and under the rear five (5) feet of each and all of the lots in the plat above described, said easement shall become effective if and when said utilities are constructed and installed.
9. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance including finished painting, within eight months from date of commencement of construction.
10. No fence, wall, hedge, or mass planting, other than foundation planting shall be permitted between the street line and the minimum setback line of main building.

IN WITNESS WHEREOF these presents have been executed this 28th day of April, 1949.

James S. Whitney
Sunneva H. Whitney

Recorded: April 27, 1949

Recording No.: 122657