

SUNNY MEADOWS ALL PHASES

Recorded in Book D of Plats, page 148, under Franklin County Auditor's File No.
524723.

SEE EXHIBIT "A" ATTACHED

The following reservations, conditions, agreements, covenants and restrictions shall run with the land, shall be binding upon and inure to the benefit of all persons hereto, their successors and assigns and all parties claiming upon them and shall be part of all transfers and conveyances to the property within such platted areas as if set forth in full in such transfers and conveyances to the property within such platted areas as if agreements, covenants and restrictions shall be binding and effective for such a period of thirty (30) years from the date hereof, at the end of which time they shall be automatically extended for successive periods for ten (10) years, unless an instrument signed by a majority of the then owners of the lots within such platted areas has been recorded, agreeing to change said covenants and restrictions in whole or part. EXCEPT, however, in the event that it appears to the advantage of this platted subdivision that these restrictions should be modified then and in that event, any modifications desired may be made by affirmative vote of the instant owners of eighty percent (80%) of the lots within the subdivision and evidenced by development period such modification or waiver of non-conformity may be evidenced by special permission granted in writing by the primary developers, or their successors as developers without such vote of other owners, provided however, that such modification or waiver shall not affect the provisions of Paragraph 1 of the following:

1. **LAND USE AND BUILDING TYPE:** No lot shall be re-subdivided into separate building sites. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling and private garage for not less than two cars. However, the foregoing provisions shall not be interpreted to exclude construction of private greenhouse, private swimming pool, or a shelter or port for the protection of such swimming pool, or for the storage of a boat and/or camping trailer, kept for personal use, provided the location of such structures are in conformity with the applicable municipal regulations, and are compatible in design and decoration with the residence constructed on such lot.
2. **DWELLING SIZE:** One-story dwelling structures, exclusive of open or screened porches and attached garages, shall not be less than 900 square feet of finished living area. Two-story dwelling structures, exclusive of open or screened porches and attached garages, shall be not less than 1,000 square feet of finished living area.
3. **BUILDING LOCATION:** No building shall be located on any lot with respect to set-backs from front, from side and rear lot lines, except in conformity with r1-6 zoning and with the planning regulations and requirements of the municipal

government having jurisdiction within the area in which this subdivision is located.

4. **COMPETITION:** Construction of any dwelling shall be completed, including exterior decoration, within six (6) months from the date of the start of such construction. All lots shall subsequent to purchase from the developers and prior to the construction of improvements thereon, be kept in the neat and orderly conditions and free of brush, vines, weeds and the grass thereon be cut or mowed at sufficient intervals to prevent creation of nuisance or fire hazard.
5. **EASEMENTS:** Easements for the installation of utilities are reserved as shown on the official plat, recorded herewith. The area included in said easements shall be maintained in an attractive and well kept condition as the remainder of the lot.
6. **NUISANCES:** No trade, craft, business, professional, commercial or manufacturing enterprises or business or commercial activity of any kind, including day schools, nurseries, or church schools, shall be conducted or carried on upon any lot. No goods, equipment, vehicles (including busses, boats, campers, trucks and trailers of any description (or materials or supplies used in connection with any trade, service, or business, wherever the same may be conducted, be kept, parked, stored, dismantled, or repaired on any lot or on any street within the existing subdivision property. Nothing shall be done on any residential lot or building site which may be or may become an annoyance or nuisance to the neighborhood. No premises shall be used for any other purpose whatsoever except for the purpose of a private dwelling or residence. The use of homes as builder's models and on-site sales offices for the primary purpose of obtaining presales within the subdivision shall be exempt from the above restrictions.
No trash, garbage, ashes, refuse, junk vehicles, underbrush, or other unsightly growth or objects shall be thrown, dumped or allowed to accumulate on any lot or public street.

Yards, grounds and planting strips shall be maintained in a neat and sightly fashion at all times. No parking or dismantling of inoperable vehicles shall be permitted on any lot or public street.

Any trailers,, motor homes or boats that are storage parked within the front yard set-back area must be visually screened from the street with a sight-obstructing fence complying with the provisions herein.
7. **THE PRESERVATION:** Property owners are required to preserve trees identified on the filed recorded plat unless their removal is necessary for construction of roads, utilities, or dwellings, or the trees are damaged, diseased, or otherwise likely to cause hazard to people or property in the area.

8. ENFORCEMENT: The failure on the part of any of said parties affected by these restrictions, to, at any time, enforce any of the provisions hereof shall in no event be deemed a waiver thereof, or of any existing violation thereof, nor shall the invalidation of any said reservations, conditions, agreement, covenants and restrictions by judgment or court order affect any other provisions hereof, which shall remain in full force and effect.

EXHIBIT "A"

DECLARATION OF COVENANTS AND RESTRICTIONS FOR ALL PHASES OF SUNNY MEADOWS IN:

THE SOUTH 165 FEET OF THE NORTHWEST QUARTER AND ALL OF THE SOUTHWEST QUARTER, EXCEPT THE SOUTH 385 FEET THEREOF, ALL IN SECTION 10, TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M., RECORDS OF FRANKLIN COUNTY, WASHINGTON.

THIS DECLARATION OF COVENANTS AND RESTRICTIONS IS BEING RE-RECORDED TO CORRECT THE LEGAL DESCRIPTION TO INCLUDE ALL PHASES OF SUNNY MEADOWS CURRENTLY PLATTED AND THAT WILL BE PLATTED IN SECTION 10, TOWNSHIP 9 NORTH, RANGE 29 EWM.

Dated: January, 1996

Recorded: January 12, 1996

Recording No.: 527270

Re-recorded: July 20, 1998

Re-Recording No.: 554663