

SUNSET ACRES

The owners and platters of Sunset Acres, a subdivision in the County of Franklin, State of Washington, the plat of which is filed in the office of the Franklin County Auditor, under Auditor's File Number 155566, do hereby declare that the following restrictions and covenants shall be restrictions and covenants running with the land, and shall be binding on all parties and all persons claiming under the undersigned, until January 1, 1978, at which time these restrictions and covenants shall automatically extend for successive periods of ten years, unless by vote of the majority of the then owners of the lots it is agreed to change or abrogate such restrictions and covenants.

If the parties hereto, or any of them, or their successors or assigns shall violate any of the covenants or restrictions herein contained, it shall be lawful for any other person or persons owning real property situate in said sub-division to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any of such covenants, and either to prevent him or them from so doing, or to recover damages resulting from said violation or both.

Invalidation of any one of these covenants by judgment, court order, legislative enactment, or otherwise, shall in no wise affect any of the other provisions, which shall remain in full force and effect. These covenants shall not apply to Lots 12 and 32, which are hereby declared to be free of all restrictive covenants.

1. All lots in Sunset Acres shall be residential lots, and no structure shall be erected, altered, placed or permitted to remain on any lot in said Addition, other than one single family dwelling with attached garage; provided, however, that a private garage for not more than two cars, and attached to the residence by a breezeway shall be permitted. No structures unattached to the single family dwelling shall be allowed. No structure of any kind shall be erected on any lot in Sunset Acres, other than one story dwellings, except on Lots 13 to 27, and on said lots such structures shall not exceed one and one-half stories in height.
2. No trailer, basement, tent, shack, garage, barn, or other outbuilding shall be erected or allowed to remain on any lot, or used as a residence temporarily or otherwise; provided, however, that during the course of construction, a construction shed will be allowed, but no such shed or other building shall be used as a residence temporarily or otherwise.
3. No building on any residential lot shall be located nearer than 25 feet to the lot line facing the roadway in said plat, or nearer than 20 feet to the side lot lines, including a garage attached to the dwelling, provided, however, that this restriction in this paragraph shall not apply to Lots one (1) and two (2).
4. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or

nuisance to the neighborhood, of which fact a two-thirds majority of the occupants of said Sunset Acres shall be the sole judge.

5. No dwelling or residential structure costing less than \$20,000.00 and with a minimum floor space of the main structure, exclusive of open porches, garages or breezeways, of less than 1,500 feet shall be permitted on any lot in said Sunset Acres. The minimum cost shall be based upon cost levels prevailing on the date these covenants are filed, it being the intention and purpose of these covenants to assure that the dwellings shall be of a quality of workmanship and materials substantially the same, or better than, that that may be purchased on the date these covenants are filed, at the minimum cost stated herein, or for the minimum dwelling size.
6. Any dwelling erected or placed on any lot in this sub-division shall be complete as to external appearance, including finished painting, within six months from date of commencement of construction.
7. No livestock or poultry shall be permitted to be kept or maintained on any of the lots in this sub-division.
8. No fence of any kind, whether board, picket, live growth, or other wise, including hedges, shall be allowed more than four (4) feet in height, and all shade trees situate on any lot in the area between houses shall be completely trimmed of all branching limbs up to a height of seven (7) feet, as soon as it is possible to do so, and shall thereafter be so maintained.
9. The owner or occupant of each lot shall maintain the grounds in good presentable condition at all times and the grounds shall be landscaped and lawn planted within twelve months from the date of the commencement of construction of any dwelling on any lot. The owner or occupant of each lot shall plant and maintain a lawn on the ten foot strip of roadway facing each lot, and separating the lot from the black top highway, which said lawn shall be sloped gradually from the black top toward the lot, and which lawn shall be maintained in presentable condition at all times by the owner or occupant of said lot.
10. All lots adjacent to property upon which the United States Government now has a flowage easement, shall have the first opportunity to purchase such lands lying between such lots and the Columbia River, when and if the said lands shall be offered for sale.

Dated: October 20, 1953

Recorded: October 26, 1953

Recording No.: 155567