

PROTECTIVE COVENANTS

of

SUNRISE ACRES

INDEXED BY JM

JUN 5 4 14 PM '75

VERNER MILLER, AUDITOR

DEPUTY

RECORDED IN 296

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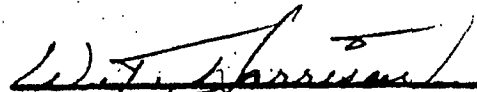
1. All lots within the tract shall be used for residential purposes exclusively, and no structure shall be erected, altered, placed or permitted to remain on any residential lot other than a detached single family dwelling, not to exceed two stories in height and a private garage for not more than two cars. All said structures shall be of new construction erected on the site.
2. No building shall be located on any of the lots described in Sunrise Acres in violation of the front, rear, or side yard regulations of the zoning ordinances of Benton County, Washington.
3. No trailer, basement, garage or other building erected or placed on any lot for use as a temporary residence or shop or storage unit during the construction of the permanent residential dwelling shall be allowed to remain for more than one year. This shall not, however, prohibit the storage by the owner of a "travel trailer" unit for storage purposes.
4. No dwelling shall be erected herein having a main floor area of less than 1,000 square feet, exclusive of open porches and garages, provided that dwellings of two stories in height may have a minimum of 800 square feet on the main floor area, exclusive of open porches and garages.
5. All construction commenced on any dwelling or structure erected or placed within this plat shall be completed as to external appearance, including exterior painting, within one year from the date following commencement of construction.
6. No Trailer or Mobile Home shall be erected herein having a main floor area of less than 600 square feet, exclusive of open porches and garages, and the following shall apply specifically to Trailers or Mobile Homes:
 - a. The unit must be installed upon continuous concrete, concrete block or similar material foundation.
 - b. Towing and running gear mechanisms be removed or covered.
 - c. The unit be new or near new condition.
7. All land areas exclusive of driveways and walks shall be planted and maintained in a manner not detrimental to other lots in the plat; provided, however, that nothing herein contained shall require the owner of vacant lots prior to construction to landscape or maintain such lots, excepting that the said owner shall be required to remove any fire hazards contained or growing thereon.
8. All fences, walls, hedges, or mass plantings constructed or planted on said lots shall be in accordance with the rules and regulations of the Benton County Regional Planning Commission.

9. No noxious or offensive trade or business or other activities shall be carried on upon any lot nor shall anything be done on any lot which shall be or become an annoyance or nuisance to the neighborhood, including but not limited to abandoned cars or vehicles of any kind, and removal shall be at the expense of the owner.
10. No sign or advertising of any kind shall be displayed to the public view on any lot except a sign of not more than 12 inches by 18 inches, or a sign of not more than 5 square feet in area for the purpose of advertising said property for sale or rent, or a sign used by the builder or developer to advertise the property during a construction or sales period.
11. No swine or poultry of any kind shall be raised or bred, or kept, on any lot, and animals and livestock shall be limited to two horses, one cow and two calves, except that dogs, cats and other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.
12. No residential dwelling, having a valuation of less than \$15,000, inclusive of garage, but excluding the cost of the lot, shall be erected or placed on any lot of this subdivision. Said valuation shall be determined as of the price index of March 1, 1971.
13. All construction on said premises shall be in accordance with minimum FHA standards.
14. Any person owning property in Sunrise Acres shall automatically pay water charges for water service upon possession of a lot. Failure to do so will constitute a lien on said property until said charges are paid in full, or curtailment of water services until charges are paid, at the discretion of the developer. Each lot owner shall be responsible for arranging for and paying the cost of actual connection to provided water service lines.
15. These covenants are to run with the land and shall be binding on all parties and persons owning or holding interest in any part of said Sunrise Acres, Benton County, Washington.
16. Said covenants, conditions and restrictions and reservations shall be perpetual and shall apply to and be forever binding upon the grantee, his heirs, executors, administrators and assigns, and are imposed upon said realty as an obligation or charge against the same, for the benefit of the grantors herein named, their successors and assigns, and as a general plan for the benefit of said tract, providing however, that nothing herein contained shall prevent modification as is hereinafter provided for.
17. There shall be a 10 foot utility easement around all lots.

18. There shall be no more than two sprinkler heads running at a time on each acreage, and all sprinkling shall be done from the Benton Irrigation District water source during the irrigation season.
19. The covenants, agreements, reservations, restrictions, grants and charges created hereby and established herein for the benefit of said plat and each lot therein, may be terminated, modified, altered or changed as to the whole of said plat or any portion thereof with the written consent of 75% of the lot owners of said plat, provided, however, that no terminations, modification, alteration or change shall be effective until the proper instrument in writing shall be executed and recorded in the office of the Auditor of Benton County, Washington, and provided further, that no modification, alteration, termination, or change shall be made until the granters herein have sold all of the said lots in said tract.
20. If any person or persons shall violate or attempt to violate any of the covenants or restrictions or grants herein contained, it shall be lawful for any other person or persons owning or claiming an interest in any lot or lots in said plat, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and restrictions or grants, in any court having competent jurisdiction so far as to prevent any such violations and/or recover damages for any violations hereof.
21. Invalidation of one or any part of any one of these covenants by judgment or by court order, shall in no manner affect the other provisions herein contained, and the remaining provisions shall remain in full force and effect.

Dated this 5th day of June, 1975.

W. T. Harrison
Sunrise Acres



ACKNOWLEDGMENT

State of Washington
County of Benton

On this 5th day of June, 1975, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared W. T. Harrison, to me known to be the individual who executed the within dedication and acknowledged to me that he signed and sealed the same as his voluntary act and deed for the uses and purposes herein mentioned.

Witness my hand and official seal hereunto affixed the day and year first above written.

Beverly A. White
Notary Public in and for the
State of Washington, residing
in *Leavenworth*

