

VERNER MILLER, County Auditor

438094

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RESTRICTIVE COVENANTS  
ALBEMARLE PROPERTIES, INC.  
RICHLAND, BENTON COUNTY, WASHINGTON

KNOW ALL MEN BY THESE PRESENTS:

1. That Albemarle Properties, Inc., a Washington corporation which is the owner of all the real property in the Albemarle Addition to Richland, Washington, does hereby make the following declarations as to limitations, restrictions and uses to which the lots constituting said addition may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land for the period hereinafter provided, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said addition, this declaration of restrictions being designed for the purpose of keeping said addition desirable, uniform and suitable in architectural design and use as hereinafter specified.
2. These restrictions shall be binding on all owners of lots in the Addition and all persons claiming under them for a period of 10 years from the date these covenants are recorded, after which time these covenants will be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
3. 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 proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him, or them, from so doing, or to recover damages for such violation.
4. Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.
5. All lots in the Addition shall be residential lots. No structure shall be erected, altered, placed or be permitted to remain on any lot other than one, detached, single family dwelling not more than one and one-half stories in height above average ground level, and in addition facilities for the storage of the lot owner's automobiles and boats. Neither the said premises nor any buildings erected thereon shall at any time be used for the purpose of any trade, business or manufacture.
6. No building, shall be located nearer than 30 feet to the front lot line and no building other than a garage (whether attached to or detached from the main residence), shall be located nearer to the side lot line than a distance equivalent to 10% of the lot width.
7. Within 300 feet of Burlin Road (Harris Avenue extended) no dwelling shall be erected or placed on any property having a

width of less than 100 feet at the minimum building set back line nor shall any dwelling be erected or placed on any property having an area of less than 15,000 square feet. Elsewhere in the Addition, the prescribed minimum width shall be 65 feet and the minimum area 11,000 square feet.

8. No structure of a temporary character, trailer, basement tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

9. Notwithstanding any other provision of this instrument, no building shall be erected, placed, or altered on any lot in this addition until the external design and location thereof shall have been approved in writing by the neighborhood committee, which shall be appointed or elected by the owners of lots in said addition; provided, however, that if such committee fails to approve or disapprove such design and location within thirty (30) days after such plans have been submitted to it, or if no suit to enjoin the erection of such buildings or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required. Said committee shall consist of not less than three (3) nor more than five (5) members, all of whom shall be citizens of the County of Benton, Washington, and the decision of the majority shall be binding. Individual vacancies shall be filled promptly by majority vote of the remaining members. Should the membership of the committee be reduced to less than a majority at any time, by simultaneous death, resignation or disqualification then the surviving member or members shall immediately call an election by qualified property owners to fill the vacancies. Any such interruption of committee power and authority shall automatically extend the 30 day period of plans by the period of such interruption, and there shall be no waiver by default. Prior to the sale of sufficient lots to constitute the neighborhood committee, Albemarle Properties, Inc., shall exercise the functions thereof.

(exclusive of land)

10. No building shall be permitted on any lot at a cost of less than \$15,000.00, based on cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of these covenants to assure that all dwellings 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 1200 square feet for a one-story dwelling, nor less than 900 square feet in the case of a one and one-half story structure.

11. Public utility easements, over, under and across the lots are designated on the face of the recorded plat and shall not be used for any purposes inconsistent with their use as public utilities easements. Said easements shall become effective if, and when, the said utilities are constructed and installed.

12. Any dwelling or structure erected or placed on any lot in this Addition shall be completed as to external appearance, including finished painting, within eight (8) months after date of commencement of construction.

13. 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.

14. No animals, livestock, or poultry of any kind shall be kept, raised, or bred on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

15. No sign of any kind shall be placed or displayed to the public view on any lot except one professional sign of not more than 1 square foot, one sign of not more than five square feet advertising the property for sale or rent or signs used by builders or developers to advertise the property during the construction and sales period.

IN WITNESS WHEREOF, Albemarle Properties, Inc., the owner of the platted premises, has caused these presents to be duly executed this 4th day of January, 1960, by its duly authorized officers.

ALBEMARLE PROPERTIES, INC.

By Ivan L. Huffman  
President

By Nancy Quinn Huffman  
Secretary

STATE OF WASHINGTON, |  
                                  | ss  
COUNTY OF BENTON      |

On this 4th day of January, 1960, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared IVAN L. HUFFMAN and NANCY QUINN HUFFMAN to me known to be the President and the Secretary, respectively, of ALBEMARLE PROPERTIES, INC., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that \_\_\_\_\_ authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

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

George C. Butler  
Notary Public in and for the State  
of Washington, residing at Richland

GEORGE C. BUTLER  
ATTORNEY AT LAW  
PENNEY BUILDING  
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RICHLAND, WASHINGTON  
TELEPHONE 4-2272 & 4-2774