

VOL 202 706

FILED BY
C. J. Griggs
MAR 29 3 13 PM '63

PROTECTIVE COVENANTS

VERNER W. ... AUDITOR
DEPUTY ...
RECORDS ... *Deede*

OF

BEVERLY HEIGHTS ADDITION NO. 3 TO RICHLAND, WASHINGTON

Filed, March 29, 1963, under Auditor's File 495480

records of Benton County, Washington.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned being the owners of, and having all of the interest in the property covered by the plat designated:

Beverly Heights Addition No. 3 to Richland, Benton County, Washington, as recorded in the records of said county.

do hereby declare the following restrictions and covenants shall run with the land and be binding on all parties and all persons under them until such time as the parties may mutually agree to amend, limit or dissolve the same. At such time as the majority of the owners of the lots herein may agree to change these covenants such shall be by mutual agreement of all the lot owners in the subdivision.

If the undersigned, or either of them, or their heirs or assigns, shall ever violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall

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remain in full force and effect.

1. All lots in blocks 6, 1, 2, 7 and 8, of said Beverly Heights Addition No. 3 shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single family dwelling not to exceed two stories in height, but in no event more than twenty-five feet in height, and a private garage for not more than three cars.

2. No structure erected elsewhere may be moved intact and placed upon any lots in this entire plat, unless approved by a two-thirds majority of the then property owners, by number of individuals and not by quantity of lots.

3. No building shall be permitted on any lot at a cost of less than \$12,000.00, exclusive of land, 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 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 not be less than 1,000 square feet for a one-story dwelling, nor less than 800 square feet in the case of a one and one-half or two-story structure.

4. No noxious or offensive trade or activity, tavern or club dispensing beer, wine, or intoxicating liquor by the drink 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.

5. No trailer, basement, tent, shack, garage, barn, or other

outbuildings erected on the lot 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. Only trailers of less than twenty feet may be stored on any lot and only when said trailer is the property of the owner-occupant of that residence lot.

6. No fence, wall, hedge or mass planting other than foundation planting shall be permitted between the street line and the minimum setback line of the main building.

7. No fence, wall, hedge or mass planting shall be permitted that is over six feet in height and such shall be for privacy only and not to obstruct view of neighboring dwellings.

8. All setback lines, sidelines and other building restrictions shall be in accordance with the applicable ordinances of the City of Richland, except front setback lines on all lots will be a minimum of 25 feet. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finished painting, within nine (9) months from date of commencement of construction, provided, however, that such period for completion shall be extended sufficiently to compensate for unavoidable delays caused by acts of God, strikes, embargoes, hostilities, seizures, orders of governmental authorities or any other interruptions beyond the control of the owner.

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

10. 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

one square foot; one sign of not more than five square feet advertising the property for sale or rent, however, signs used by builders or developers to advertise the property during the construction and sales period may not be more than 32 square feet.

11. The grantor for themselves and their successors and assigns dedicate easements for public utility purposes, over the public utility easement strips as shown on the recorded plat. Said easements are hereby granted to maintain, construct, reconstruct and repair sewer lines, domestic water and irrigation water lines, telephone lines and lines for the delivery of electric energy as the same are constructed and installed at the time of the conveyance of each of the lots in said plat. Whenever the use of said easements or any of them shall cease, the same shall revert to the owners of the land affected by said easement.

12. No dwelling shall be erected or placed on any lot having a width of less than seventy-five (75) feet at the minimum building setback line.

13. Suitable landscaping, planting or comparable means, to hold down the topsoil shall be completed within less than one year after completion of the dwelling structure.

14. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and as to location with respect to topography and finish grade elevation.

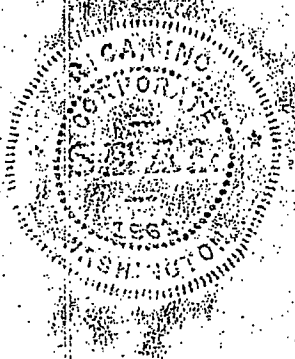
The Architectural Control Committee shall be composed of

three members, as follows:

These members shall serve until their successors are appointed and not for a period in excess of two years. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. If, at the end of two years from the date of recording hereof, the first named committee has not been replaced, the then owners of lots in this Addition shall appoint three of their number to serve as the membership of this committee.

The committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the committee or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the builder shall be deemed to have fully complied with the related covenants.

IN WITNESS WHEREOF, the said corporation has caused this instrument to be executed by its proper officers and its corporate seal to be hereunto affixed this 27 day of March, 1963.



RICA, INC.

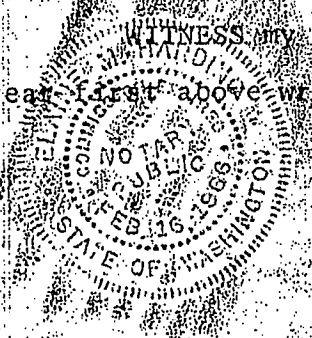
By Albert Lux
President

By Charles A. Hooper
Secretary

STATE OF WASHINGTON,)
 : ss.
COUNTY OF BENTON,)

On this 27 day of March, 1963, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Albert Lux and Charles A. Hooper, to me known to be the President and Secretary, respectively, of Rica, 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 they were authorized to execute the said instrument and that the seal affixed is the corporate seal of the said corporation.

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



Charles B. Schmitz
Notary Public in and for the State of Washington, residing at Kennewick.

Richard