

Protective Covenants
Of
Westview Acres No. 3.

VOLUME _____ PAGE _____
INDEXED BY MR
OFFICED BY _____

JUN 20 2 13 PM '66
VERNER MILLER-AUDITOR
DEPUTY
RECORDED IN VOL. 222

Know All Men By These Presents: That Westview Properties, Inc. being the owner of the real property described as Westview Acres No. 3 according to plat thereof recorded in volume of plats, page do hereby make said real property subject to the following covenants and restrictions, which restrictions and covenants run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1980, at which time said covenants and restrictions shall automatically extend for successive periods of ten (10) years, unless by a vote of a majority of the then owners of the lots it is agreed to change said covenants and restrictions in whole or in part. These protective covenants and restrictions are being designed for the purpose of keeping said addition desirable, uniform and suitable in architectural design and use as herein specified.

Breach: If the parties hereto or any 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 sub-division to prosecute any proceeding at law or in equity against the 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 violations.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

1. Land Use And Building Types: No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height, but no event more than twenty-five feet in height, and a private garage for not more than two cars.

2. Architectural Control: 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 materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence, hedge, or mass planting (other than foundation planting), or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line. Unless similarly approved.

The Architectural Control Committee Is Composed Of: James R. Parcell, Don. H. Brown, and Parker A. Hanson.

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any number 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 the covenant. At any time the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership

mail to - Parker Hanson

of the committee or to withdraw from the committee or restore it any of its powers and duties.

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 related covenants shall be deemed to have been fully complied with.

3. Dwelling Cost, Quality And Size: No building shall be permitted on any lot at a cost of less than \$20,000.00 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 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 floor area of the main structure, exclusive of one-story open porches and garages shall be not less than 1350 square feet for a one-story non-basement dwelling, 1800 square feet for a split-level dwelling (all three levels), 2000 square feet for a two-story dwelling (excluding basements) and 1250 square feet of main structure for a dwelling with a full basement. All structures shall have a garage or car-port and have sidewalks along street side of lots installed at time of construction.

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.

4. Time Allowance: Purchasers of any lot or lots must begin construction within three months and complete construction within nine months from date of purchase of lot or lots, or sellers will have the option to buy back the lot or lots at the purchase price less 10% for reselling costs. If construction is not begun within said period owners will be subject to suit and will be responsible for the payment of any court costs and reasonable attorney fees incurred by the plaintiff in instituting said suit. Any dwelling or structure erected or placed on any lot in this sub-division shall be completed as to external appearance, including finished painting, within six months from the 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. Seeding of grass or equivalent ground cover shall be completed within one year from construction.

5. Maintenance: Each and every structure erected within said addition shall be maintained at all times in a neat and clear condition in reference to all exterior surfaces. All lawns and landscaping shall be maintained and kept in the same manner.

6. Soil Disposition: Excess soil will not be transferred to any other lot nor removed from Westview Acres without permissions of owner and developers of Westview Properties, Inc.

7. Nuisances: 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.

8. Temporary Structures: 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 the residence of that lot.

9. Protective Screening: 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.

10. Building Location: 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 twenty-five feet.

11. Livestock & Poultry: No zoo animals, 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.

12. Signs: No signs 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 thirty-two square feet.

13. Easements: The grantor for themselves and their successors and assigns dedicate easements for public utility purposes, over the public utility easement strips as shown in 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 easement is abandoned by the City of Richland, then the same shall revert to the owners of the land affected by said easement.

14. Planting: No non-hybrid elm trees, nor hybrid locust trees, poplar trees, or cottonwood trees shall be planted or permitted to grow in entire plat. With exception that poplar trees can be used bordering by-pass high as a shelter belt.

15. Garbage & Refuse Disposal: At no time shall garbage, rubbish or noxious materials be placed, stored or allowed to accumulate in an unenclosed container for any period of time. All enclosed garbage, rubbish or noxious materials shall be hauled away and disposed of in a lawful manner not less frequently than once a week.

Westview Properties, Incorporated

Signed and Acknowledged



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