

B-6592

FILED: *AA*

MAR 27 10 19 AM '75

VERNER MILLER, AUDITOR
DEPUTY *294*
RECORDED IN VOL. _____

QUAIL HOLLOW

Know all men by these presents: That Donald L. Rizzuto and Myrle L. Rizzuto, being the owners of the following described property situated in the County of Benton, State of Washington, State of Washington, to-wit:

INDEXED BY *Jm*

QUAIL HOLLOW

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R do hereby make said property subject to the following protective 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, 1995, at which time said covenants and restrictions shall be automatically extended for successive periods of ten years. 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:

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 and one half stories in height and a private garage for not more than three cars. No house trailers shall be allowed to stop on the property.

2. Architectural Control: No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan have been approved by the architectural control committee as to quality or workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence, wall, hedge or mass planting other than foundation planting shall be erected, placed or altered on any lot nearer to the street than the minimum building setback line unless similarly approved.

The architectural control committee is composed of:

Donald L. Rizzuto
John Wilde
Myrle L. Rizzuto

TA-R

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee the remaining members shall have the 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 recorded owners of a majority of the lots shall have the power to change the membership of the committee or to withdraw from the committee or restore to 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 30 days after plans and specifications have been submitted to it, or in any event no suit to enjoin the construction has been commenced prior to the completion thereof, the related covenants will be deemed to have been complied with.

3. Dwelling Cost, Quality and Size: No dwelling shall be permitted on any lot at a cost of less than \$40,000.00 exclusive of land, based upon cost levels prevailing at the date these covenants are recorded, it being the intent and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which prevails the date these covenants are recorded. The ground 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 building, not less than 900 square feet for a split level dwelling (all three levels). All structures shall have sidewalks along the street side of the lots installed at the time of construction.

Any dwelling or structure erected on any lot shall be completed as to external appearance within nine months from the date of commencement of construction.

No structure erected elsewhere may be moved upon any lot in this plat.

4. Building Location: No building shall be located on any lot nearer to the front, side, or rear lot lines than is required by the Richland City Building and Zoning Code.

5. Lot Area and Width: No lot shall be re-subdivided or divided into more than one lot.

6. Time allowed to build after lot purchase: Grantor conveys these lots for immediate construction of dwellings only, it being understood that twelve months from conveyance is considered a reasonable length of time to allow for commencement of construction. Owners of lots shall be expected to keep lots free of weeds and growths. Seeding of grass or equivalent ground cover shall be completed within one year of commencement of construction.

7. Maintenance: Each and every structure erected in said Plat shall be maintained at all times in a neat and clean condition in reference to exterior appearance. All lawns and landscaping shall be maintained and kept in the same manner.

8. Soil Disposition: Excess soil will not be transferred to any other lot or removed from Quail Hollow, without the express permission of owners and developers.

9. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereupon which may become an annoyance or nuisance to the neighborhood.

10. Temporary Structures: No structure of a temporary character, trailer, tent, basement, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently without the permission of owners and developers.

11. Signs: No sign of any kind shall be 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, during construction and sales period, a builder may display a sign of not more than thirty-two square feet.

12. Oil and Mining: No oil drilling, oil development operations, oil refining, quarrying or mining operations shall be permitted upon or in any lot.

13. Livestock and Poultry: No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except dogs and cats may be kept provided they are not kept, bred or maintained for any commercial purposes.

14. Easements: The grantor for themselves and their successors and assigns dedicate easements for public utility purposes over the public utility easement strips designated in the plat, and over the rear five feet of each lot. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities (or which may damage or interfere with the installation and maintenance of utilities) or which may change the direction or flow of drainage channels in the easements. The easement area of each lot and all improvements which a public authority or utility is responsible for.

15. Garbage and Refuse Disposal: No lot shall be used or maintained as dumping ground for rubbish, trash, garbage or other waste. Trash, garbage or other waste shall not be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

16. Water and Sewer: No individual water or sewage system shall be permitted on any lot.

17. Protective Screening: No fence, wall, hedge or mass planting shall be permitted that is over six feet in height, and any such planting shall be for privacy only and not to obstruct the view of a neighboring dwelling.

18. Breach: 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 real property situated in the aforesaid plat to prosecute any proceedings at law or in equity against the person or persons violating any such covenant, and either prevent him or them from doing so or to recover damages or other dues for such violation.

Invalidation of any one of the aforesaid covenants shall in no wise affect any of the other provisions which shall remain in full force and effect.

Dated this 12th day of FEB., 1975

Donald L. Rizzuto
Donald L. Rizzuto

Myrie L. Rizzuto
Myrie L. Rizzuto

By Donald L. Rizzuto
as attorney in fact.