

PROTECTIVE COVENANTS FOR RICHLAND RIVER VISTA PLAT

Columbia View Properties, Inc., the owner of all lots of land in Richland River Vista Plat, according to plat thereof recorded with the Auditor of Benton County, Washington, Auditor's file number 433245, in volume 5 of Plats, page 86 and being the only person having any interest therein does hereby make, declare and impose the following restrictions and covenants regulating and restricting the location and use and erection of buildings, and the use of land, prescribing yards and other open spaces within the boundaries of said plat, which restrictions and covenants shall run with the land and be binding on all parties and all persons claiming under them and for the benefit of and limitations upon all future owners of land in said Plat:

1. General Building Plan. The restrictions and covenants set forth in this instrument create a general building scheme and plan for the development of Richland River Vista Plat and are adopted and designed to make it more attractive for residential purposes.
2. Purpose. It is the intention and purpose of these restrictions and covenants to insure a quality residential development now and in the future, to protect health, safety, welfare, the security of monetary investment and to further all things conducive to harmony and compatibility among neighbours.
3. Variances. The Owner recognizes that improvements and advances will take place in the building and living sciences. Accordingly, the covenants and restrictions contained herein may be waived, terminated, or modified as to the whole of said tract or any portion thereof with the written consent of the owners of at least two-thirds of the lots in said Plat. No such waiver, termination, or modification shall become effective until an appropriate instrument in writing shall have been executed and recorded in the office of the Auditor of Benton County, Washington.
4. Compliance. If the parties hereto or to come hereunder or any of them or their heirs, successors or assigns, or tenants hereupon shall violate or attempt to violate any of the covenants, restrictions and provisions set forth herein, it shall be lawful for any other person or persons of recorded ownership or interest of record, situated within the confines of Richland River Vista Plat, to prosecute any proceedings at law or in equity against any such person or persons violating or attempting to violate any such covenants, restriction or provision, and either to prevent them from so doing or to force compliance with, or to recover damages or other dues emanating from and for such violation, or to recover full costs resulting from such action and further it shall become the duty of the "Neighborhood Improvement Committee," as hereinafter set forth and provided for in the following paragraph, to enforce compliance with any and all of these covenants, restrictions and provisions. The failure of said committee to enforce such compliance does in no way deny, restrict, or restrain any person or persons coming hereunder to prosecute in his or their own behalf any such violation.
5. Neighborhood Improvement Committee. In order to effectuate the intent to establish a uniform building plan and design, and to enforce the restrictive covenants of Richland River Vista Plat as hereinafter enumerated, a Neighborhood Improvement Committee, shall be appointed or elected by the owners, or owner, of the majority of the lots in Richland River Vista Plat. Said committee shall consist of not less than three nor more than five members, all of whom shall be citizens of Benton County, Washington, and owners of property within Richland River Vista as platted. The members of said committee shall serve for a term of three years after being qualified and elected, and the first committee shall take office on April 1, 1960.

There shall be held an election for the purpose of electing a Neighborhood Improvement Committee on April 1, 1960, and a subsequent election for the same purpose on April 1, of every third year thereafter. Individual vacancies

to serve the unexpired terms shall be filled promptly by the committee if it be reduced to less than a majority at any time by simultaneous deaths, resignation or disqualifications. Said committee shall have full power and authority to do all acts necessary to enforce the restrictive covenants hereinafter set out.

6. Restrictions. The restrictions and covenants constituting the general building scheme for Richland River Vista Plat are as follows:

(a) Residential. All lots in Richland River Vista shall be known and described as residential property.

(b) Approval of buildings. No building shall be erected, placed, or altered on any lot in Richland River Vista as platted until the external design and location thereof shall have been approved in writing by the Neighborhood Improvement Committee; provided, however, that if such committee fails to approve or disapprove such design and location within 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 not commenced prior to the completion thereof, such approval will not be required.

(c) Moving Structures. No structures erected elsewhere may be moved and placed upon any lots in this entire plat unless approved by two-thirds vote of the property owners of Richland River Vista.

(d) Location. No building shall be located nearer than 25 feet to the front lot line; nor nearer than 10 feet to the side street line; nor nearer than 10 feet to any side lot line within 70 feet of the front lot line.

(e) Size of Plat. No residential structure shall be erected or placed or be permitted to remain on any building plot which has an area of less than 15000 square feet, or a width of less than 60 feet at the front building setback line.

(f) Trailers etc. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract 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.

Fences, etc.

(g) 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 unless such fence is used to protect life or injury from natural topography hazards, in such case any fence must be of the minimum height required for safety.

(h) Fences, etc. No fence, wall, hedge or mass planting shall be permitted that is over 6 feet in height and such shall be for privacy sake only and not to obstruct view of neighboring dwellings.

(i) Trees. No non-hybrid elm trees, non-hybrid locust trees, poplar trees, or cottonwood trees shall be planted or permitted to grow in entire plat.

(j) Utility easements. The grantors for themselves and their successors and assigns dedicate easements for public utility purposes, and for roadway slope encroachment, over the strips shown in recorded plat. Said easements are hereby granted to maintain, construct, reconstruct and repair sewer lines, domestic water and irrigation water lines, gas lines, telephone lines and lines for the delivery of electrical 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.

(k) Completion of buildings. Any dwelling or structure erected or placed on any lots in this subdivision shall be completed as to external appearance, including finished painting and foundation planting within eight 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.

(l) Rubbish. At no time shall garbage, rubbish or noxious materials be placed, stored or allowed to accumulate in an uninclosed container for any period of time. All inclosed garbage, rubbish, or noxious materials shall be hauled away and disposed of in a lawful manner not less frequently than once a week.

(m) Weeds. No dwelling or structure erected or placed on any lot shall be left in a generally unkept condition as to exterior appearance such as: painting, front and side lot lawn and planting. The rampant growth of undesirable weeds shall not be permitted.

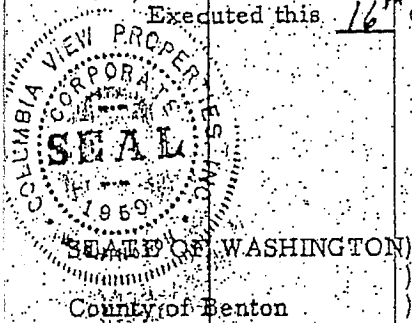
(n) Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. All allowable pets shall be maintained and kept in such a manner as not to impose an annoyance or nuisance to the neighboring dwellings.

(o) Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than 12 by 12 inches, 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.

(p) Size and type of buildings. All lots shall be known and designated as "Residential (R - 1 - L)" property, no structure shall be erected, altered, or placed or permitted to remain on any of these aforementioned lots other than one detached single family dwelling, not to exceed one and one-half stories in height, and one private garage to house not more than three cars, and must contain 1,250 square feet of living floor space, as separate from garage and storage space.

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

Executed this 16<sup>th</sup> day of March, 1960.



COLUMBIA VIEW PROPERTIES, INC.

By Sam Volpert  
President

By Maurice L. Karlstrom  
Secretary

STATE OF WASHINGTON ) ss.  
County of Benton )

On this 16 day of March, 1960 before me personally appeared Sam Volpert and Maurice L. Karlstrom to me known to be the President and Secretary respectively, of the corporation that executed the foregoing instrument, and acknowledged 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 said instrument and that the seal affixed is the corporate seal of said corporation.

GIVEN under my hand and official seal the day and year last above written.



John B. Nam  
Notary Public in and for the State of Washington  
residing at [illegible]