

STATEMENT OF PROTECTIVE COVENANTS
AND
RESTRICTIONS AFFECTING THE PLAT OF
RIVERHILLS ADDITION

RECORDED IN VOL 124
OF OFFICIAL RECORDS
PAGE 415 REQUEST OF

Booth McCulley
MAY 22 2 49 PM '79

DOROTHY TOWNE AUDITOR
FRANKLIN COUNTY, WASH.
Davidson DEPUTY
MAIL TO: *Delbert Enteg*

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, owners of all or a portion of the following real property, Riverhills Addition.

Do hereby declare that the following restrictions shall run with the land and be binding on all parties and all persons claiming the property until January 1, 1990, at which time said covenants shall be automatically extended for successive periods of 10 years each, unless by a vote of a majority of the then owners of the lots, at least 60 days before the end of said 10-year period; it is further agreed to change said covenants in whole or in part.

In the event the undersigned or their successors in interest to any of the property, which said successors are recognized as parties hereto, or if any of said parties, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants hereof, it shall be lawful for any other person or persons owning any of the said lots to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate such covenant, and either to prevent him or them from 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 remain in full force and effect.

SAID RESTRICTIONS ARE AS FOLLOWS:

PURPOSE: It is the intent and purpose of these provisions to assure the initial development of this property in the form of individual small acreages with high quality residences where the future owners and their families may pursue small scale, part time agricultural and animal husbandry activities such as may be characterized by ownership and use of riding horses and 4H or FFA projects for young people. It is further the intent and purpose of these restrictions and covenants to assure the high quality of dwellings and other structures now and in the future, to protect the health, safety, welfare, security of monetary investment and to further all things conducive to harmony and compatibility among the neighbors and finally, it is the purpose and intent of these provisions to assure the orderly and eventual conversion of this property into a high quality residential area which can be readily integrated with the anticipated growth of the adjacent community.

1. No noxious or offensive trade or activity shall be carried on upon any portion of lots.

2. No garbage, rubbish or noxious materials shall be placed, stored, or allowed to accumulate in any unenclosed container for a period of time. All enclosed garbage, rubbish or noxious materials shall be hauled away from the premises or otherwise disposed of in a lawful manner not less frequently than once weekly. No owner or contract purchaser of any residential lot shall permit any vehicle owned by him or by any member of his family or by any acquaintance, and which is in an extreme state of disrepair, to be abandoned, or to remain parked upon any street within the existing property for a period in excess of forty-eight hours. Should any such owner or contract purchaser fail to remove such vehicle within two days following the date on which notice is mailed to him by the Property Owners Association informing him of a violation of this provision, The Property Owners Association may have such vehicle removed and charge the expense of removal to said owner or purchaser and such charge shall become a lien against the subject premises, which lien shall bind the property in the hands of the then owner or contract purchaser and his successors in interest. Such charge shall also be a personal obligation of the one who is the owner or contract purchaser of the premises involved on the date of removal. A vehicle shall be deemed to be in an extreme state of disrepair when in the opinion of the Property Owners Association Board of Directors its presence offends the reasonable sensibilities of the occupants of the neighborhood.

3. Fencing of lots to be so constructed as to maintain lot owner's animals at all times.

4. Minimum fencing allowed to be constructed of barbed wire, with steel posts, 5 strands minimum with cross ties for corner posts and spans. Alternatively, any other type fencing of "higher quality" such as chain-link or solid wood is allowed.

5. Minimum setbacks to be fifty-five feet from centerline of roads, twenty-five feet from centerline of easements, and twenty-five feet from any other lot line. Upon further subdivision of a parcel of property by short plat or long plat as authorized by the governmental agency then having jurisdiction, then and in that event, the minimum setback requirements of the said governmental agency shall apply to the subject platted property, and such setback requirements of the governmental agency then having jurisdiction shall supercede any previous setback or other similar requirement.

6. Shelter belts and solid planting of trees, vines and shrubs shall not be allowed to grow and mature so as to block the view of adjacent lot owners.

7. Animals, livestock or poultry of any kind shall be limited by Franklin County restrictions.

8. No structure or out building shall be erected besides one residential dwelling per lot, and one secondary building, garage, workshop, barn, etc. Any building in excess of this must be approved by adjacent lot owners.

9. Property owners must take every reasonable precaution to prevent blowing dust or other noxious air pollution.

10. Lots to be served by underground power service.

11. Any dwelling, barn, shed, or shelter of any kind placed on any of the property shall be built essentially in its entirety on site.

No trailer, mobile home, manufactured home, basement, tent, shack, garage, barn, or other outbuilding erected or place on the property shall at any time be used as a permanent residence. Above mentioned structures may be used as temporary residences, during construction of a permanent residence, but in no case can said temporary residence be used longer than 6 months.

No structure or dwelling shall exceed two stories in height. Residences shall be single unit dwellings having an enclosed ground floor projected living area of not less than 1200 square feet. Such area does not include porches, garages, patios, breezeways, etc.

Garages shall be no larger than adequate for three cars.

Any dwelling or other structure erected or placed on the property shall be completed as to external appearance including finished painting within 9 months of commencement of construction. Lots shall be kept free of noxious weeds. Landscaping shall be completed within 6 months after completion of the dwelling unit.

12. For a violation of breach of any of these reservations and restrictions by any person claiming by, through, or under the owner, or by virtue of any judicial proceedings, the subdivider, the lot owners, or any of them, severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. In the case of any such suit or action, the prevailing party thereof shall be awarded reasonable attorney fees and costs. In addition to the foregoing right, any violations may be abated. The invalidation of any one or more of the reservations and restrictions by any court of competent jurisdiction shall in no way affect the other reservations and restrictions, but they shall remain in full force and effect.

13. No covenant or restriction herein shall be interpreted or applied in any manner to be discriminatory based upon race, color, religion, creed or national origin.

IN WITNESS WHEREOF we have caused these presents to be signed and sealed this _____ day of _____, 1979.

BY [Signature] BY _____

BY [Signature] BY _____

BY [Signature] BY _____

BY _____ BY _____

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