

PROTECTIVE COVENANTS OF RIVERVIEW HEIGHTS PHASE 2. SUBDIVISION.
Pasco, Washington.

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(1) Fully Protected Residential Area.

The residential area covenants shall in their entirety apply to Riverview Heights Phase 2 in its entirety.

(2) 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 that compatible with the zoning in the subdivision as established by the City of Pasco. A detached single family dwelling shall not exceed two and one half stories in height and not more than twenty five feet in height and have an attached private garage for at least two cars.

(3) 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 the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

The Architectural control committee is composed of;

Chris, C. Buckberry.
Donald, J. Kelly.
Marion, R. Phillips.

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 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.

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 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.

(4) Dwelling Cost, Quality and Size.

No dwelling shall be permitted on any lot at a cost less than \$45,000, exclusive of land, based on cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assume that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded. The floor area of the main structure, exclusive of one storey open porches and garages, shall be not less than 1300 square feet for a one storey non basement dwelling, 2000 square feet for a split level dwelling (1100 main floor and 900 lower level,) 2000 square feet for a two storey (1000 main floor and 1000 upper floor,) excluding basements, and 1200 square feet of main structure for a dwelling with a full basement. All structures shall have a minimum of a two car garage.

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All structures shall have sidewalks along the street side of the lots installed at the time of construction and conforming to the City of Pasco, Engineering Dept specifications.

(5) Roofing.

All dwellings shall have; wood shakes or clay tile, simulated tile or asphalt shingles, with the exception of a flat roof design which may use a bonded tar and gravel roof.

(6) Building Location.

No building shall be located on any lot nearer to the front, side and rear lot lines than the minimum building set-back lines established by the City of Pasco Building and Zoning Code, and any applicable ordinances of Franklin County.

(7) Lot.

The owner of the lot shall be responsible for weed control and dust control, at all times, and would be expected to start landscaping within three months of occupancy, weather permitting.

(8) Easements.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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 obstruct or retard the flow of water flow or drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

(9) Nuisances.

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

(10) Temporary Structures.

No structure of a temporary nature, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence either temporarily or permanently.

(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, 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,

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(12) General Provisions.

Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenant in whole or in part.

Enforcement. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

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

Omitting restrictions herein, if any, based on race, color, religion or national origin.

RECORDED IN VOL 137
OF OFFICIAL RECORDS
PAGE _____ REQUEST OF

Chris Buckberry
MAY 8 8 49 AM '80

DOROTHY TOWNE AUDITOR
FRANKLIN COUNTY, WASH.
[Signature] DEPUTY
MAIL TO:

Riverview Heights Developers Inc.
P.O. Box 1174
Pasco, WA. 99301

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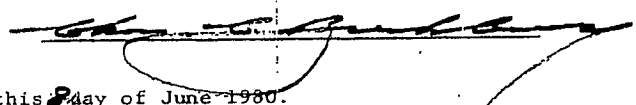
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ADDENDUM TO DECLARATION OF PROTECTIVE COVENANTS.

The following is an addendum to the Declaration of Protective Covenants covering Riverview Heights Phase 2. dated and filed for record May 8th 1980 under Auditors file 401593, recorded in Volume 137 page 95 of official records in the office of the County Auditor, Franklin County, Washington.

Lots 16.17. 22 and 23 in Block 9 have been filled more than 2 feet and water compacted. Builders and Owners should be aware of these pre-construction conditions and Riverview Heights Developers Inc does not assume any liability.

All lots are in Riverview Heights Phase 2, Franklin County, Washington.



Subscribed and sworn to before me this 8 day of June 1980.

Debra J. Overdale

Notary Public for the State of Washington.
residing in Burbank
my commission expires 7-17-81

RECORDED IN VOL 138
OF OFFICIAL RECORDS
PAGE 97 REQUEST OF
Chris Buckberry
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DEBRA J. OVERDALE
FRANKLIN COUNTY, WASH.
DEPUTY
WARRANTY: Chris Buckberry

P.O. Box 1174
Pasco, Wa. 99301

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