

172943 RESTRICTIVE COVENANTS FOR RIVERVIEW TERRACE ADDITION  
In  
N. E. QUARTER SECTION 26, TOWNSHIP 9 N., RANGE 29, E. W. M.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, owners and platters of Riverview Terrace, a subdivision in Franklin County, State of Washington, recorded as Auditor's File No. 172942,

Book G, of Plats, page 75, do hereby make and declare the following building restrictions governing all construction upon any and all lots of said Riverview Terrace, which said restrictions, changes and additions shall be, and shall be construed as covenants running with the land, and shall be binding upon all persons who shall hereafter acquire any land or lots in said Riverview Terrace.

All persons upon acquiring any land or lots in said Riverview Terrace shall be taken and held to agree and covenant with the undersigned owners, their assigns, grantees, successors or legal representatives, to conform to and approve the restrictions of use and stipulations as to the use of said land or lots and any construction of improvements thereon for a period of twenty-five (25) years from the date these covenants shall be recorded; after which the said covenants shall be automatically extended for periods of ten (10) years, unless an instrument signed by two-thirds (2/3) majority of the owners of the lots, agreeing to change said covenants in whole or in part has been recorded.

If the parties hereto or any of them or their heirs, assigns, grantees or successors shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person owning any land or lots situated in said Riverview Terrace to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of the covenants and restrictions hereinafter set forth, and either enjoin such violation or recover damages or other dues which may lawfully flow from such violation.

Any invalidation of any one of these restrictive covenants by judgment or court order shall not in any wise affect any of the other provisions remaining, and such remaining provisions shall remain in full force and effect.

1. All lots in Riverview Terrace, according to the recorded plat thereof, shall be known and shall be described as residential lots, and no structures shall be erected, altered or placed on any lot or subdivision of said Riverview Terrace, other than one-family, detached dwellings, not to exceed one and one-half (1-1/2) stories in height, and a private garage for not more than two cars, excepting small utility sheds.

2. No structure of a temporary character, no trailer, basement, tent, shack, barn or other outbuilding shall be used on any lot at any time, either temporarily or permanently except during the period of actual construction of a permanent structure on any of said lots in said Riverview Terrace, and in any event, not to exceed nine(9) to twelve (12) months.

3. No noxious or offensive activity shall be carried on on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, of which fact a two-thirds (2/3) majority of the occupants of said Riverview Terrace shall be the judge.

4. No building on any lot shall be located nearer than ~~ten~~ <sup>THIRTY-FIVE</sup> feet to the front lot line. No building shall be located nearer than twenty (20) feet to the side lot lines, unless said building is contained solely between the front-rear center line of said lot, and one of the side lines of said lot, in which case said building may not be located nearer than five (5) feet from said front-rear center line of said lot, nor nearer than five (5) feet from the said side lot line of said lot. No building shall be located nearer than twenty-five (25) feet from the rear lot line of any of the said lots.

5. No lot in said Riverview Terrace shall be subdivided by the owners thereof, in such manner as to leave any such subdivided lots with a frontage of less than

seventy-five (75) feet, and in no event shall any building be placed upon any such subdivided lot having an area of less than 8600 square feet.

6. No dwelling or residential structure with a minimum floor area of main structure, exclusive of open porches, garages, or breezeways, of less than 960 square feet, with full basement, or less than 1060 square feet, without a full basement shall be permitted on any lot in said Riverview Terrace, and no building having concrete block exterior shall be permitted on any lot in said Riverview Terrace.

7. Any dwelling or structure erected or placed on any lot in this Addition shall be completed as to external appearance, including finished painting, within twelve (12) months from date of commencement of construction.

YAKIMA FEDERAL SAVINGS AND LOAN ASSOCIATION

By [Signature] Vice-President  
[Signature] Assistant Secretary

Waldon L. Morgan  
Flarence Morgan  
Ray H. Shaw

STATE OF WASHINGTON ) ss.  
County of Yakima )

On this 22nd day of December, 1955 before me personally appeared J. ALEX MAXWELL and DALE A. BATES, to me known to be the Vice President and Assistant 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 are authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

Pauline Shaw  
4, 2, 1800  
Laura Hood

Leonard W. Mettich  
Theresa C. Mettich  
Honey Raymond Young  
Elizabeth C. Irving  
Fred O. Bristol

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

[Signature]  
NOTARY PUBLIC in and for the State of Washington, residing at Yakima.

Ede Downing Bristol  
Ray Fred Bristol  
Her atty in fact  
Ede H. Bristol, Fred Bristol  
Her atty in fact  
Ray H. Shaw  
[Signature]

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STATE OF WASHINGTON )

County of Franklin ) ss.

On this 21st day of December, 1955, before me, a Notary Public in

and for the State of Washington, personally appeared Weldon L. Morgan, Florence I. Morgan, Roy F. Shaw, Pauline F. Shaw, F. E. Hood, Laura Hood, Leonard W. Meltsch, Theresa E. Meltsch, Harvey Reginald Irving, Elizabeth C. Irving, Fred O. Bristow, Ray Z. Simons, and Bradie E. Simons,

to me known to be the individuals described in and who executed the foregoing

instrument, and acknowledged that they signed and sealed the same as their free

and voluntary act and deed for the uses and purposes therein mentioned,

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



Neena V. Loring  
Notary Public in and for the State of  
Washington, residing at Pasco

FORM 100



(Acknowledgment—Attorney in Fact)

STATE OF WASHINGTON, )

County of Franklin ) ss.

On this 21st day of December, 1955, before me personally appeared

FRED BRISTOW

who executed the within instrument as Attorney in Fact for IDA DOWNING BRISTOW and IDA H. BRISTOW, and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed as Attorney in Fact for IDA DOWNING BRISTOW and IDA H. BRISTOW for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that the said IDA DOWNING BRISTOW and IDA H. BRISTOW is now living, and is not insane.



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

Neena V. Loring  
NOTARY PUBLIC in and for the State of  
Washington, residing at Pasco, Wash.

Filed for Record 12-28-55 3:55 PM.

Request of W. L. Morgan

Return to, Same - 9/6 Columbia Basin News - 307 W. Columbia

Send Tax Statement to

Dorothy Towne, County Auditor

Pasco, Wa.