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RESTRICTIONS AND PROTECTIVE COVENANTS
on Block One of Vue Riviere SubdivisionBOBBIE GAGNER
BENTON COUNTY, AUDITOR

Know all men by these presents that the undersigned do hereby declare the following restrictions and covenants on the Vue Riviere Subdivision located in Richland, Benton County, Washington; do hereby make the following declaration as to limitations, restrictions and uses to which the lots constituting said subdivision may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land for a period hereinafter specified, or provided by law, shall be binding on all parties and all persons claiming under them, and for the benefit of and limitation upon all future owners in said subdivision.

These covenants are to run with the land and shall be binding on all persons claiming under them until July 1, 2003, at which time said covenants shall be automatically extended for successive 10 year periods unless by a vote of 70% majority of the then owners of the lots. Ownership of lots entitling owners thereof to one vote per lot owned. It is agreed to change these covenants or for the appointment of a committee herein provided shall be held at a convenient location in the City of Richland upon 30 days notice of said election served by regular mail addressed to the property address and shall be conducted according to the rules adopted at said meeting by those in attendance. A 70% majority of all the ownership shall be sufficient to change an item in the covenants or allow a variance. Alternately, a party desiring to change covenants may contact and obtain signatures of owners of over 70% of the lots, notify all lot owners of the change and record it.

Items dealing with original construction and landscaping should not be subject to changes in the covenants. Changes should only apply to situations occurring after the covenant changes have been adopted by the 70% majority of the ownership. All desired covenant changes are required to be submitted to the entire ownership group for a 30 day review period prior to any vote being taken.

Invalidation of any one 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.

GENERAL PROTECTIVE COVENANTS

1. Residential Character of Property: The term "residential lots", as used herein, means all of the lots now platted on the existing property.

No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any residential lot other than one single family dwelling, not to exceed two stories in height. A garden storage, bath, or play house not more than 200 square feet is permitted, but appropriate set backs as required by the building codes must be adhered to.

*Charles Krause
20 Hills West Way
Richland, Wa. 99350*

No trailer, unmounted camper, or boat shall be stored or parked on the premises nearer the front of the property line less than the 30' setback line. During the construction period of the home a small construction or security trailer is allowable.

2. Architectural Control: Traditional homes are preferred. Plans for homes built on lots in blocks two and three shall be reviewed and accepted by Chris and Diane Larson.

3. Date of Completion of Construction: Purchasers of any lot must begin construction within one year of purchase. Home construction shall be completed as to the exterior appearance, including finish painting and restoration of lot grade within 12 months from the date of construction. If these requirements are not met, the developer (prior owner) has the option of repurchasing the lot or lots at the original price less 10%. Seeding or restored lot to grass, plantings, or the equivalent shall be completed within 8 months after home occupancy, or no later than 16 months from commencement of construction.

4. Lots/Curb Cuts: A garage for not more than three cars is allowed. Irregular shaped lots without curb cuts need to consider city safety requirements and water/sewer piping when planning the cuts. The lot that has a curb cut on S.E. Harris may have a detached garage, or have the curb cut widened to fit plan. Concrete pads/gravel parking for RV, camper, or boat parking must be set back 30' from the street.

5. Minimum Square Footage: The floor areas of the main structures, exclusive of one story open porches and garages, shall be not less than 1800 square feet for one story. Two story houses should have not less than 1000 square feet on the ground floor.

No mobile homes, trailer, camper, tent, shack, shed, barn, garage, or outbuilding shall be used as a residence for more than 3 weeks of any calendar year.

6. Building Setback & Fence Requirements: A building setback or at least 30' from the curb has been established for neighborhood uniformity on all rectangular lots. Several irregular lots may not meet that standard but must meet the city setback of 20'. It is desirable for fencing visible from the street to be of uniform appearance so that where fencing meets on contiguous lots the fencing styles will blend together harmoniously. No radio or television antennas shall be permitted to extend more than ten feet above the roof line of any residence.

7. Utilities: Irrigation shall be provided by the Kennewick Irrigation District and the owner of each lot shall be liable for the KID assessments for irrigation water and system maintenance that services their lot.

8. Use of the Property: The developer may maintain a sales office for the purposes of selling lots. No goods, equipment, vehicles in excess of 6,000 lbs. gross weight (including buses, trucks, and trailers of any description) be kept, parked, stored, dismantled, or repaired outside on any lot which may become an annoyance or nuisance to the neighborhood. No vehicle which is for any reason inoperable or in an extreme state of disrepair, shall be abandoned or remained parked on any street for more than 7 days.

No trash, scrap, or excess automobiles or parts shall be dumped or allowed to accumulate on any part of the property. This includes excess excavation materials which cannot be beneficially utilized for fill, driveways, or other construction purposes. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal. Yard rakings, such as rocks, lawn and shrubbery clippings, and dirt and other materials resulting from landscaping work shall not be dumped into public streets or ditches or other vacant lots. The removal and disposal of all such material shall be the sole responsibility of the individual lot owner.

9. Animals: Animals are allowed as per Richland City Codes. Dogs, cats or birds may be kept as pets, but not be kept, bred, or maintained in quantity for any commercial purposes. At night dogs shall be kept in the house, garage, or in special penned area in an attempt to minimize barking.

10. Signs: No signs shall be erected or maintained on any residential lot in the tract, except for "FOR SALE" or "FOR RENT" signs provided by the owner or licensed real estate broker.

11. Mortgages Protected: Nothing herein contained shall impair or defeat the lien of any mortgage or deed of trust now or hereafter recorded covering any lot or lots, but title to any property obtained as a result of foreclosure shall thereafter be held subject to all of the provisions herein.

OFFICIAL RECORDS

IN WITNESS, HERETO, the undersigned have caused these presents to be executed this 30 day of June, 1993.

Developers: Charles E. Krause JoAnne Krause
Charles E. Krause JoAnne Krause

On this day personally appeared before me Charles E. and JoAnne Krause to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 30th day of June, 1993
Walter M. Reynolds, Notary Public in and for the State of Washington,
residing at Kenton City. My appointment expires: March 3, 1994

