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Request of Parker A. Hanson  
1317 Cottonwood, Richland, Wn.  
VERNER MILLER, County Auditor

PROTECTIVE COVENANTS  
of  
WESTVIEW ACRES NO. 1

Filed \_\_\_\_\_ under auditor's file No. \_\_\_\_\_ records of  
Benton County, Washington.

Know all men by these presents: That the undersigned being the owners  
and having all of the interest in the property covered by the plat designated:

WESTVIEW ACRES NO. 1, Richland, Benton County,  
Washington, as recorded in the records of said  
county,

do hereby declare the following restrictions and covenants which shall run with the  
land and be binding on all parties and all persons under them until such time as the  
parties may mutually agree to amend, limit or dissolve the same. At such time as the  
majority of the owners of the lots herein may agree to change these covenants such  
shall be by mutual agreement of all the lot owners in the sub-division.

If the undersigned, or either of them or their heirs or assigns, shall  
ever violate or attempt to violate any of these covenants, it shall be lawful for  
any other person or persons owning any real property situated in said sub-division  
to prosecute any proceeding at law or in equity against the person or persons violating  
or attempting to violate any such covenants and either to prevent him or them from so  
doing or to recover damages or other dues for such violation.

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

1. All lots in blocks 1, 2 and 3 of said WESTVIEW ACRES NO. 1 shall be  
known and described as residential lots. No structure shall be erected, altered,  
placed or permitted to remain on any residential lot other than one detached single  
family dwelling not to exceed two stories in height, but in no event more than  
twenty-five feet, and a private garage for not more than two cars.

2. No structure erected elsewhere may be moved intact and placed upon  
any lots in this entire plat, unless approved by a two-thirds majority of the then  
property owners by number of individuals not by quantity of lots.

3. No building shall be permitted on any lot at a cost of less than  
\$13,500.00 exclusive of land, based on cost levels prevailing on the date these  
covenants are recorded, it being the intention and purpose of these covenants to  
assure that all dwellings shall be of quality of workmanship and materials sub-  
stantially the same, or better, than that which can be produced on the date these  
covenants are recorded, at the minimum cost stated herein for the minimum permitted  
dwelling size. The ground floor area of the main structure, exclusive of one-story  
open porches and garages, shall be not less than 1100 square feet for a one-story  
dwelling, nor less than 900 square feet in the case of a one and one-half or two  
story structure.

4. No noxious or offensive trade, or activity, tavern or club dispensing  
beer, wine, or intoxicating liquor by the drink, shall be carried on upon any lot  
nor shall anything be done thereon which may be or become an annoyance or nuisance  
to the neighborhood.

Protective Covenants  
Westview Acres No. 1  
Auditor's file No.  
Sheet 2

5. No trailer, basement, tent, shack, garage, barn or other outbuildings erected on the lot 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. Only trailers of less than twenty feet may be stored on any lot and only when said trailer is the property of the owner-occupant of the residence of that lot.

6. 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.

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

8. All setback lines, sidelines and other building restrictions shall be in accordance with the applicable ordinances of the City of Richland, except front setback lines on all lots will be a minimum of 25 feet. Any dwelling or structure erected or placed on any lot, in this sub-division shall be completed as to external appearance, including finished painting, within 6 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.

9. No zoo animals, animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

10. No sign of any kind shall be placed or displayed to the public view on any lot except one professional sign of not more than 1 square foot, one sign of not more than 5 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 32 square feet.

11. The grantor for themselves and their successors and assigns dedicate easements for public utility purposes, over the public utility easement strips as shown in the recorded plat. Said easements are hereby granted to maintain, construct, reconstruct and repair sewer lines, domestic water and irrigation water lines, telephone lines and lines for the delivery of electric energy as the same are constructed and installed at the time of the conveyance of each of the lots in said plat. Whenever the easement is abandoned by the city of Richland, then the same shall revert to the owners of the land affected by said easement.)

WESTVIEW PROPERTIES INCORPORATED

*James R. Parcell*  
James R. Parcell - President

*B. M. Denson*  
B. M. Denson - Vice President

*Don H. Brown*  
Don H. Brown - Secretary

*Parker A. Hanson*  
Parker A. Hanson - Treasurer