

RICHARD DAVENPORT  
4411 SIROCCO DR.  
PASCO WA. 99301



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Franklin Co, WA

## Declaration of Restrictive Convents

Of

### Desert Plateau Phase IV

Know all men by these presents: 3 River Properties, LLC being the owner of the real property described as Desert Plateau Phase IV according to the attached legal description in Exhibit A, do hereby make which restrictions and covenants run with the land and shall be binding upon all parties and all persons. These protective covenants and restrictions are being designed for the purpose of keeping said addition desirable, uniform and suitable in architectural design and use as herein specified.

1. Land Use and Building Types: No lot shall be used except for a residential purpose. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height, but in any event not more than twenty-five feet in height, and a private garage for not more than three cars.

2. 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 has been approved by the architectural control committee as to quality of workmanship and material harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence, hedge, or mass planting (other than foundation planting), or wall shall be erected, placed or altered on any lot nearer to any front street or side street than minimum building setback line.

The Architectural Control Committee is composed of:

Dennis Gisi

Rick Davenport

Christine Gisi

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 designate representative, shall be entitled to any compensation for services performed pursuant to the covenant. At any time the then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or to withdraw from the committee of restore it any of its powers and duties.

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 had been commenced prior to the



completion thereof, approval will be required and the related covenants shall be deemed to have been fully complied with.

3. Dwelling Quality and Size: It being the intention and purpose of these covenants to assure that all dwellings shall be on quality workmanship and materials substantially be same, or better, than that which can be produced on date these covenants are recorded and the minimum cost stated herein for the minimum permitted dwelling size. The floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1,500 square feet of living space for a one-story non basement dwelling, 2100square feet of living space for a split level dwelling (1,100 main level and 1,000 lower level) 1,700 square feet of living space for a two-story (1,000 feet main level) excluding basement and 1,500 square feet living space of main structure for a dwelling with a full basement. All structures shall have a minimum of a two-car garage, three-car maximum. Those homes located on Lots 1,2,19,20,21,22,50 and 51 shall be not less than 1,700 square feet of living space for a one-story non basement dwelling, 2300square feet of living space for a split level dwelling (1,200 main level and 1,100 lower level) 1,900 square feet of living space for a two-story (1,200 feet main level) excluding basement and 1,700 square feet living space of main structure for a dwelling with a full basement. All structures shall have a minimum of a two-car garage, three-car maximum.

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.

A. Roofing: All dwellings shall have: wood shakes or clay tile; simulated tile or asphalt singles with minimum weight of 300 pounds. No three tab style shingles will be allowed. No less than a minimum 5:12 pitch roof or an architectural distinctive design.

B. Siding: The residence shall be of double wall construction with no vertical siding allowed. Construction shall consist of stucco, brick, hardboard lap siding or architectural distinctive design such to approval of the Residential Committee.

4. Building Location: No building shall be located on any lot nearer to the front, side or rear lot lines than is required by the Pasco City Building and Zoning Code.

5. Lot area and Width: No lot shall be re subdivided or divided into more than one lot.

6. Construction Time: Grantor conveys these lots for immediate construction of dwellings only. It is understood that three frost-free months from conveyance is considered a reasonable length of time to allow for the commencement of construction. The dwelling shall be completed no later than nine months after commencement.

7. Maintenance: Each and every structure erected in said plat shall be maintained at all times in a neat and clean condition in reference to exterior.



8. **Temporary Structures:** 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, not shall any structure of a temporary character be used as a residence. Only trailers of less than thirty 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. Storage of such trailers shall be screened from view in a manner approved by the Residential Committee.

9. **Additional Structures:** All additional non-residential structures must conform to standards established by the Residential Committee, and the approval of the Residential Committee must be obtained before construction. Any satellite TV receiver or other similar device may be constructed provided that it is recessed into the ground and screened from view of neighboring lots.

10. **Walls, Fences and Plantings:** No fence, wall, hedge, mass planting of shrubs or other structure, whether constructed or growing, which has the effect of obstructing air and light shall be in the front yard of any dwelling. Decorative open fences of not more than 42 inches in height may be installed in the front yard of any dwelling. For purposes of corner lots this shall mean any portion of land along either street. The back yard of a dwelling may be enclosed with a privacy fence, hedge or mass planting of shrubs of not more than six feet in height from grade to enclose the area from the back of the house to the end to the lot line. The Residential Committee before installation must approve all fences. No galvanized chain – link fences or uncoated wire fences shall be allowed at any time.

11. **Building Location:** All setback lines, sidelines, and other building restrictions shall be in accordance with the applicable ordinances of Franklin County, Washington.

12. **Livestock and Poultry:** 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 pet may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

13. **Signs:** No signs shall be erected or maintained upon any lot without the prior written consent of the residential committee, except that the property owner may display signs for public elections or to advertise that the property is for sale or lease, but such signs shall be no larger than six square feet. However, signs used by the builders or developers to advertise the property during the construction and sales period may not be more than thirty-two feet square.

14. **Easements:** Public Utility easements as dedicated in the plat shall be for the purpose of construction and maintenance of irrigation, water and sewer lines, power and telephone lines, and other such public utility services as may be provided, and there shall be no encroachments upon any easements in any manner.



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15. Plantings: No non-hybrid elm trees, non-hybrid locust trees, poplar trees, or cottonwood trees, shall be planted or permitted to grow in the entire plat. Along Desert Plateau Drive four Karauter Vesuvios (Plum) trees shall be planted with a minimum size of 8 to 10 feet high and approximately twenty five (25) feet apart in the area between the sidewalk and the street.

16. Garbage and Refusal disposal: At no time shall garbage, rubbish, or noxious materials be placed, stored, or allowed to accumulate in an unenclosed container for any period of time. All enclosed garbage, rubbish, or noxious materials shall be hauled away and disposed of in a lawful manner not less frequency than once a week.

17. Parking: No on street parking of any RV, trailer, boat, camper, truck or cars except those of visitors. Parking of all vehicles must be contained within each property owner's lot.

18. Exterior Lighting: The use of highly illuminating exterior lights, including mercury or vapor lights is prohibited.

19. City Sidewalks: Each property owner shall be required to install and maintain a sidewalk meeting the specifications of the City of Pasco along each abutting street, with appropriate disability ramps at the corners as required by the city. The cost of construction and maintenance of sidewalks shall be borne solely by each property owner.

20. Occupancy: No private dwelling house erected upon any lot shall be occupied until made to comply with the approved plans, the requirement herein, and all other covenants, conditions, reservations, and restrictions herein set forth.

21. Business Use: No trade, craft, business, or profession of a public nature, commercial or manufacturing enterprise of any kind shall be conducted or carried on upon any residential lot or within any building located with the area; except that this provision shall not prohibit the use of a personal office within a home which does not create or generate traffic.

22. Enforcement: For a violation or a breach of any of these Reservations and restrictions by any person, the Residential Committee, the owner of the lot with the subdivision, or any of them jointly or severally, shall have the right to proceed at law or in equity to collect damages or to compel a compliance with the terms hereof or to prevent the violation or breach of any covenant herein. If the plaintiff prevails in such litigation against the violator, the plaintiff shall also be entitled to reasonable attorney fees and cost incurred in such litigation. If the Residential Committee brings a suit in law or equity for damages or to compel a compliance with the terms hereof or to prevent a violation or breach hereof, then the violator shall be responsible for the payment of all attorney fees and cost and when such damages, fees, and costs are assessed, the same shall become a judgement in favor of the plaintiff or the residential Committee, as the case may be, and the same shall be a lien against the lot upon which the violation occurred. Suit to recover damages and attorney fees and costs shall be maintainable



without foreclosing or waiving the lien securing the same. In the alternative, the holder of such money judgement shall to foreclose a lien in the same manner as is provided for the foreclosure of mechanics' and materialmen's liens under the laws of the State of Washington, Chapter 64.04, Revised Code of Washington, and any amendments thereto. In any action to foreclose a lien, the same shall include a reasonable sum for attorney fees and all costs and expenses reasonably incurred in preparation for and in the prosecution of such action in addition to the taxable costs permitted by law.

23. Amendments: This Declaration of Restrictive Covenants can be amended in whole or in part in writing by the owners of sixty percent (60%), or more, of the lots in Desert Plateau Phase IV. Such amendment to be effective must be recorded in the office of the Auditor of Franklin County.

Dated this 18<sup>th</sup> day of June, 2001.

Dennis Gisi, Member  
3 River Properties, LLC

R& D Homes, Member  
By Richard Davenport, Pres.  
3 River Properties, LLC

**NO NOTARY**



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RICHARD DAVENPORT

COV

13.00

EXHIBIT "A"

The land referred to in this commitment is situated in the State of Washington, County of Franklin and is described as follows:

That portion of the South half of the Northwest quarter of Section 14, Township 9 North, Range 29 East, W.M., Franklin County, Washington, described as follows:

Commencing at a point on the Westerly line of the Plat of DESERT PLATEAU DIVISION ONE, as recorded in Volume "D" of Plats at Page 28, records of Franklin County, said point being the Southwest corner of Lot 27, Block 5 of said plat;  
thence North 1°11'03" East along the West line of said plat 157.00 feet to the True Point of Beginning;  
thence North 88°48'57" West 129.00 feet;  
thence North 53°23'50" West 73.84 feet;  
thence North 89°32'21" West 565.67 feet;  
thence South 1°31'45" West 496.43 feet, to a point on a curve to the left, the radius point of which bears North 15°56'08" West 1932.65 feet;  
thence Southwesterly along said curve 589.09 feet, to the West line of said South half;  
thence North 1°31'45" East along said West line 1151.75 feet to the North line of said South half;  
thence South 89°32'21" East along said North line 1316.60 feet to the Northwest corner of Lot 13, Block 9, of said plat of DESERT PLATEAU;  
thence along the said Westerly line of the Plat South 1°11'03" West 151.35 feet;  
thence South 10°01'10" East 64.52 feet;  
thence South 11°51'17" West 115.00 feet;  
thence South 81°23'04" East 23.85 feet;  
thence South 1°11'03" West 291.24 feet to the said True Point of Beginning; EXCEPT any portion lying within DESERT PLATEAU DIVISION 3, recorded in Volume "D", Page 139, and EXCEPT DESERT PLATEAU DIVISION 5, recorded in Volume "D" of Plats, Page 183, records of Franklin County, Washington.

SUBJECT TO: Easements, reservations, restrictions, plat dedications, restrictive covenants, of record or in apparent use, and future municipal district assessments and irrigation district assessments, if any.