

PROTECTIVE COVENANTS  
OF  
GARDEN PARK SUBDIVISION NO. 3

FILED  
**LAND TITLE COMPANY**

JUN 11 3 27 PM '73

VERNER MALLER, AUDITOR  
DEPUTY

RECORDED BY 228

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned do hereby declare the following restrictions and covenants on Garden Park Subdivision No. 3 located in Richland, Benton County, Washington; do hereby make the following declaration as to limitations, restrictions and uses to which the lots constituting said addition may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land for the periods hereinafter specified, or provided by law, and 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 addition, this declaration of restrictions being designed for the purpose of keeping said addition desirable, uniform and suitable in architectural design and use as hereinafter specified.

A. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until June 1, 1983, at which time said covenants shall be automatically extended for successive 10 year periods unless by vote of a majority of the then owners of the lots, ownership of one lot entitling the owner thereof to one vote, it is agreed to change said covenants in whole or in part. Any election for change of these covenants or for the appointment of any committee herein provided shall be held at a convenient location in the City of Richland upon 10 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 60% majority vote shall be sufficient to change an item in the covenants or allow a variance.

B. If the parties hereto, or any of their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate 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 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.

C. 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 one detached single family dwelling not to exceed two stories in height, a private garage for not more than three cars, and one story garden storage or play houses or less than 100 square feet. During the period of construction of homes, construction-storage buildings are allowable.

D. The "Architectural Control Committee" is composed of Jack L. Nelson as chairman, 1506 Sunset, Richland, Valerie J. Nelson, and Lee A. Jeppson. A majority of the committee may designate a representative to act for it.

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**LAND TITLE COMPANY**  
OF BENTON AND FRANKLIN COUNTIES  
2525 WEST KENNEWICK AVENUE  
P. O. BOX 6740 PH. 586-2109  
KENNEWICK, WASHINGTON 99386

No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location and elevation of the structure have been approved in writing by the chairman of 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.

D. No building shall be permitted on any lot at a cost of less than \$24,000 exclusive of land, based on cost levels prevailing on the date these covenants are recorded. The floor areas of the main structure, exclusive of one-story open porches and garages, shall be not less than 1200 square feet for a one-story non-basement dwelling, 1800 square feet for split-level dwelling (three levels), 1800 square feet for a two-story or split foyer dwelling (two levels, but excluding basements) and 1100 square feet of main structure for a dwelling with a full basement.

E. Purchasers of any lots or lot must begin construction within one year or by June 1, 1975, whichever is later, and construction shall be completed as to exterior appearance including finished painting and restoration of lot grade within 10 months from the date of commencement of construction. If this requirement is not met, the subdivider has the option of repurchasing the lot or lots at the original price less 10% for sale costs. Seeding of restored lot to grass, plantings or the equivalent shall be completed within 18 months from commencement of construction or groundbreaking.

F. No trailer, camper, tent, shack, shed, barn, garage, basement or outbuilding shall at any time be used as a residence for more than two weeks of any calendar year.

G. No offensive trade or activity shall be carried on upon any lot, nor shall anything be done which may be or become an annoyance to the neighborhood, and no inharmonious use shall be permitted. 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 5 square feet advertising the property for sale or rent, or signs used by a builder or subdivider to advertise the property during the construction and sales period.

H. Purchasers must construct, at their expense, a four foot sidewalk conforming to specifications of the City of Richland, adjacent to curbs along their lot. This must be done within one year of commencement of house construction.

I. No animals, livestock, poultry or insects of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred, or maintained for commercial purposes and provided they do not create a nuisance to the neighborhood.

J. Assessments for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

In Witness Whereof the undersigned have caused these presents to be executed this first day of May, 1973.

Signed

*Jack L. Nelson*

Signed

*Valerie J. Nelson*

