

HIGHLAND PARK HOMES

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, being the owners of all the land and lots in Highland Park Homes, a subdivision within the corporate limits of the City of Pasco, County of Franklin, and a portion now adjoining the corporate limits outside the City of Pasco in Franklin County, State of Washington, the plat of which is recorded in the office of the County Auditor of said County under Auditor's File No. 152107, do hereby declare that the following restrictions and covenants shall be restrictions and covenants running with the land and shall be binding on all parties and all persons claiming under them until January 1, 1978, at which time said restrictions and covenants shall automatically extend for successive periods of ten years, unless by a vote of the majority of the then owners of the lots it is agreed to change such restrictions and covenants in whole or in part.

If the parties hereto, or any of them, or their heirs, successors or assigns shall violate any of the covenants or restrictions herein contained, it shall be lawful for any other person or persons owning real property situated in said development or subdivision 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 for so doing or to recover damages resulting from said violation.

Invalidation of any of these covenants by judgment, court order, legislative enactment or otherwise shall in no wise affect any of the other provisions which shall remain in full force and effect.

1. All lots in Highland Park Homes shall be known and described as residential lots with the exception of Block 8, 9, 24 and 25, which shall be commercial lots, and Lots 8 to 21 inclusive in Block 7, and Lots 1 to 14 inclusive in Block 10, and that portion of Block 23 lying north and west of alley lines and facing parking areas, and Lots 18 to 31 inclusive in Block 26, shall also be designated as commercial and or apartment house sites, or for use of Churches or other non-residential structures. All buildings in the above described area shall be of a permanent nature, conforming to existing building codes of the City of Pasco.
2. With that exception, no structure shall be erected, altered, placed or permitted to remain on any residential lot other than one detached, single-family dwelling or a duplex dwelling not to exceed two stories in height and a private garage of not more than three car capacity, except that three-plexes or four-plexes may be placed on blocks reserved exclusively for multiple units.
3. No building shall be erected, placed, or altered on any lot in this subdivision until the external design and location thereof have been approved by the planning commission or building inspector of the City of Pasco. All plans, setbacks and building designs shall be in strict

conformance to the protective covenants and restrictions listed herein and the buildings along each street shall be so designed as to conform in height and general appearance with other buildings on such street already erected.

4. No building on any residential lot shall be located nearer than 25 feet to the front lot line and 5 feet to the side lot lines with the exception of a detached garage which may be located not less than 60 feet from the front lot line nor less than 5 feet from any flanking street line and excepting that garages attached to or within the dwelling will be permitted regardless of this restriction. No building will be permitted to encroach on any utility easement provided for in said plat where such utility easements exist.
5. No residential structure shall be erected or placed on any building plot nor allowed to remain thereon which plot has an area less than 6000 square feet nor on any lot having less than 60 feet of frontage excepting that nothing contained in this restriction shall prevent erection of a residence on any lot as platted regardless of the frontage of said lot.
6. No noxious trade or activity 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.
7. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the addition shall be used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence.
8. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance including finished painting, within one year from the date of the commencement of construction.
9. No residential dwelling or structure with a total ground floor area less than 750 square feet shall be permitted on any residential lot, said minimum floor area shall be exclusive of garage and unenclosed porches.

Dated: April 14, 1953

Recorded: 1953

Recording No. 152108