

DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS AFFECTING
KENNEWICK PARK

Oct 12 11 04 AM '77
BENTON COUNTY AUDITOR
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A-22710 through A-22738

WHEREAS, NuPacific Company, Inc., an Oregon Corporation, hereinafter referred to as "Declarant", is the owner of certain real property situated in the City of Kennewick, in the County of Benton, State of Washington, known as KENNEWICK PARK.

WHEREAS, KENNEWICK PARK is a duly recorded plat; and,

INDEXED BY [Signature]
CHECKED BY [Signature]

WHEREAS, the Declarant desires to declare of public record certain Protective Covenants, Conditions and Restrictions upon the ownership of said real property:

NOW THEREFORE, in consideration of the foregoing, the Declarant does hereby declare that the following Protective Covenants, Conditions and Restrictions:

1. Shall become and are hereby made a part of all conveyances of Block 1, Lots 1 through 12 inclusive; Block 2, Lots 1 through 20 inclusive; Block 3, Lots 1 through 6 inclusive; Block 4, Lots 1 through 2 inclusive; Block 5, Lots 1 through 71 inclusive; Block 6, Lots 1 through 36 inclusive; Block 7, Lots 1 through 23 inclusive; Block 8, Lots 1 through 22 inclusive; Block 9, Lots 1 through 46 inclusive; Block 10, Lots 1 through 14 inclusive; within the plat of KENNEWICK PARK, recorded on the 6th day of September, 1977, in Book 12 of Plats at Page(s) 2 of the Records of Benton County Auditor, Benton County, State of Washington; and,
2. Shall by reference become a part of any such conveyances and shall apply thereto as fully and with the same affect as if set forth at large therein.

ARTICLE I: DEFINITIONS

1. "Declarant" shall mean the NuPacific Company, Inc., an Oregon Corporation, its successors and assigns.
2. "Owner" shall mean the owner of record, whether one or more persons or entities of a fee simple title to any lot which is a part of KENNEWICK PARK. Declarant shall be considered an owner within this definition for so long as it owns any properties within Kennewick Park or any property subsequently annexed thereto.
3. "KENNEWICK PARK" shall mean all real property now and hereafter contained in the plat of KENNEWICK PARK.
4. "Lot" shall mean plots of land designated for residential use within KENNEWICK PARK and identified on the plats thereof by Arabic numerals.
5. "These Covenants" shall mean the Protective Covenants, Conditions and Restrictions as set forth in this Declaration with respect to KENNEWICK PARK, together with the Architectural Control Committee Rules as set forth in Article IV hereof, as the same may be amended and supplemented from time to time in accordance with the provisions of this Declaration.

ARTICLE II
PROPERTY SUBJECT TO THESE COVENANTS

(1) Initial Development

Declarant hereby declares that all of the real property described above is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to these covenants. The above property together with other real property from time to time annexed thereto and made subject to these covenants shall constitute Kennewick Park.

(2) Annexation of Subsequent Phases of Kennewick Park

Declarant may from time to time annex to Kennewick Park any adjacent real property now or hereafter acquired by it. The annexation of such additional phases of Kennewick Park shall be accomplished as follows:

- (a) The Declarant shall record a declaration which shall be executed by Declarant, and shall, among other things, describe the real property to be annexed, establish any additional or different limitations, restrictions, covenants and conditions which are intended to be applicable to such property, and declare that such property is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to these covenants.
- (b) The property included by any such annexation shall thereby become a part of these covenants.
- (c) Notwithstanding any provision apparently to the contrary, a declaration with respect to any annexed area may:
 1. Establish such new land classifications and such limitations, restrictions, covenants and conditions with respect thereto as Declarant may deem to be appropriate for the development of the annexed property;
 2. With respect to existing land classifications, establish such additional or different limitations, restrictions, covenants and conditions with respect thereto as Declarant may deem to be appropriate for the development of such annexed property.

ARTICLE III
RESIDENTIAL COVENANTS

(1) Land Use and Building Type

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 and one-half stories in height, and a private garage for not less than two cars. The foregoing provisions shall not exclude construction of a private greenhouse, storage unit, private swimming pool or a shelter or port for the protection of such swimming pool, or for the storage of a boat and/or camping trailer kept for personal use, provided the location of such structures is in conformity with the applicable municipal regulations, and is compatible in design and decoration with the residence constructed on such lot. The provisions of this section shall not be deemed to prohibit the right of any homebuilder to construct residences on any lot, to store construction materials and equipment on said lots in the normal course of construction and to use any single family residences as a sales office or a model home for purposes of sales in Kennewick Park.

(2) Dwelling Size

The ground floor area of a one-story dwelling, exclusive of open porches and garage shall not be less than 1,200 square feet. In the event of a multi-level dwelling, two story dwellings, split entry type home, or day light basement home, the principal living level(s) shall have a minimum living space of not less than 1,000 square feet, exclusive of open porches and garages.

(3) Building Setbacks

All dwellings constructed upon said property shall conform to the setback restrictions as defined in the City of Kennewick ordinances, unless a variance is granted through approved procedure.

(4) Easements

Easements for installation and maintenance of utilities and drainage facilities are reserved, as shown on the recorded plat. An easement for drainage is reserved over a five (5) foot wide strip along each side of interior lot lines and over the rear five (5) feet of each lot unless otherwise noted on the recorded FHA grading and drainage plan. Within these easements no structure, planting or other material shall be placed or permitted to remain which may change the direction of flow of drainage canals in the easements or which may obstruct or retard the flow of water through the drainage canals in the easements.

The easements of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

(5) Nuisances

No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(6) Temporary Structures

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence whether temporarily or permanently.

(7) Parking

Parking of boats, trailers, motorcycles, trucks, truckcampers and like equipment shall not be allowed on any part of any lot nor on public ways adjacent thereto excepting only within the confines of an enclosed garage, storage port, or behind a screening fence or shrubbery which shall in no event project beyond the front walls of any dwelling or garage.

(8) Fences

In no event shall side yard fences project beyond the front walls of any dwelling or garage. Fences shall be constructed of suitable fencing material and shall be artistic in design and shall not detract from the appearance of the dwelling houses located upon the adjacent lots or building sites or be offensive to the owners or occupants thereof. In no event shall any fence exceed six (6) feet in height from the finished Lot grade.

(9) Signs

No signs shall be erected on any lot except that not more than one "For Sale" or "For Rent" sign placed by the Owner, the Declarant or by a licensed real estate agent, not exceeding twenty-four (24) inches high and thirty-six (36) inches long, may be temporarily displayed on any lot. This restriction shall not prohibit the temporary placement of "political" signs on any lot by the owner, or the placement of a professional sign by the Developer, which must comply with the City of Kennewick Sign Ordinances.

(10) Livestock and Poultry

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

(11) Garbage and Refuse Disposal

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers and out of public view. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

(12) Antennas and Service Facilities

Exterior antennas shall not be permitted to be placed upon the roof of any structure on any Lot so as to be visible from the street in front of said Lot. Clothes lines and other service facilities shall be screened so as not to be viewed from the street.

(13) Completion

Construction of any dwelling shall be completed, including exterior decoration within 8 months from the date of the start of construction. All lots shall be kept in a neat and orderly condition and free of brush, vines, weeds, debris, and the grass thereon cut or mowed at sufficient intervals to prevent the creation of a nuisance or fire hazard.

(14) Exterior Finish

The exterior of all construction on any Lot shall be designed, built, and maintained in such a manner as to blend in with the natural surroundings, existing structures and landscaping within KENNEWICK PARK. Exterior colors must be approved by the Architectural Control Committee in accordance with the provisions of Article IV. Exterior trim, fences, doors, railings, decks, eaves, gutters, and the exterior finish of garages and other accessory buildings shall be designed, built and maintained to be compatible with the exterior of the structure they adjoin.

ARTICLE IV
ARCHITECTURAL CONTROL COMMITTEE

(1) Membership: Appointment and Removal

The Architectural Control Committee, hereinafter referred to as the Committee, shall consist of as many persons, not less than three, as the Declarant may from time to time appoint. Declarant may remove any member of the Committee, from office at any time, and may appoint new or additional members at any time. Declarant shall keep on file at its principal office, a list of names and addresses of members of the Committee. The powers and duties of such Committee shall cease one year, or prior, at Declarant's sole discretion, after completion of construction of all the single family dwellings, and the sale of said dwellings to the initial owner/occupant on all of the building sites within Kennewick Park and properties subsequently annexed thereto.

(2) Procedures

In the event the Committee fails to approve or disapprove, within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

(3) Action

Except as otherwise provided herein, any two members of the Architectural Control Committee shall have power to act on behalf of the Committee, without the necessity of meeting and without the necessity of consulting the remaining members of the Committee. The Committee may render its decision only by written instrument setting forth the action taken by the members consenting thereto.

(4) Approval of Plans by Architectural Control Committee

No building, structure, or storage unit shall be commenced, erected, placed or altered on any lot until the construction plans and specifications, and a plan showing the nature, shape, height, materials, colors, together with detailed plans showing the proposed location of the same on the particular building site have been submitted to and approved in writing by the Architectural Control Committee. All plans and specifications for approval by the Architectural Control Committee must be submitted at least ten days prior to the proposed construction starting date.

(5) Nonwaiver

Consent by the Architectural Control Committee to any matter proposed to it and within its jurisdiction under these covenants shall not be deemed to constitute a precedent or waiver impairing its rights to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

(6) Liability

Neither the Committee nor any member thereof shall be liable to any owner, occupant, builder or Declarant for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the Committee or a member thereof, provided only that the member has, in accordance with the actual knowledge possessed by him, acted in good faith.

ARTICLE V
GENERAL PROVISIONS

(1) Term

These covenants shall run with the land with respect to all property within Kennewick Park and any subsequent annexed properties and shall be binding on all parties and all persons claiming under them until amended or revoked in the manner provided herein. These declarations, conditions and covenants can be terminated and revoked or amended only by duly recording an instrument which contains an agreement providing for termination and revocation or amendment, and which is signed by the owners of a majority of the platted lots.

(2) Enforcement

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations or to recover damages. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(3) Severability

Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this 3rd day of October, 1977.

NUPACIFIC COMPANY, an Oregon Corporation
(Declarant)

M. L. Currin
M. L. Currin, Vice President

Candy Lamoreaux Wright
Candy Lamoreaux Wright, Assistant Secretary

STATE OF OREGON
COUNTY OF MULTNOMAH ss.

October 3, 1977

Personally appeared M. L. CURRIN and CANDY LAMOREAUX WRIGHT, who duly sworn, each for himself and not one for the other, did say that the former is the Vice President and that the latter is the Assistant Secretary of NUPACIFIC COMPANY, an Oregon Corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

Suzanne R. Nelson

My Commission expires: June 22, 1980

After recording return to:

NuPacific Company
P. O. Box 1847
Bellevue, WA 98009

