

## **PARK ESTATES**

The owners and platters of Park Estates a subdivision in the County of Franklin, State of Washington, the plat of which is filed in the office of Franklin County Auditor, under Auditors File No. 414078., with the exception of Block II, lots 1 and 2, do hereby declare that the following instructions and covenants shall be binding on all parties and all persons claiming under the undersigned until January 1, 1992, at which time these restrictions and covenants shall automatically extend for successive periods of ten (10) years, unless by vote of the majority of the owners of the lots it is agreed to change or abrogate such restrictions and covenants.

If the owners hereto, or any of them, or their 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 sub-division to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such covenants, and either to prevent him or them from doing so, or to recover damages resulting from said violation or both.

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 Park Estates shall be primarily for residential purposes. No structure shall be erected, altered, placed, or permitted to remain on any lot in said addition, other than one detached single family dwelling and a private garage.
2. No trailer, basement, tent, shack, garage, barn or other out building erected in the tract 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; EXCEPT that a construction trailer may be used while building is in progress.
3. No building on any residential lot shall be located nearer than twenty (20) feet to the front lot line, or nearer than ten (10) feet to the side lines. No out building may be placed beside the residence, excepting only the private garage. All said structures shall be of new construction created on the site.
4. No dwelling or residential structure costing less than \$60,000.00 and with a minimum floor area of the main structure, exclusive of open porches, garages, or breeze ways, of less than one thousand five hundred (1,500) square feet for a single level or rambler type home, and one thousand eight hundred (1,800) square feet for a split or multi-level home. The minimum cost shall be based upon levels prevailing on the dates these covenants are recorded, it being the intention and purpose of these covenants to insure

that the dwelling shall be of a quality of workmanship and materials substantially the same or better than that that may be produced on the date these covenants are recorded, at the minimum cost stated herein and for the minimum dwelling size.

5. Any dwelling or structure erected or placed on any lot in this sub-division shall be completed as to external appearances including finished painting within 12 months from date of commencement of construction.
6. All land areas exclusive of driveways and walks, shall be planted and maintained in a manner not detrimental to other lots in the plat; provided, however, that nothing herein contained shall require the owner of vacant lots prior to construction, to landscape or maintain such lots, excepting that the said owner shall be required to remove any fire hazards contained or growing thereon.
7. Any and all household pets shall be maintained within a fenced area on the individual lot holders property.
8. No animals, livestock, or poultry of any kind shall be raised, bred, kept or maintained for commercial purposes. No lot shall be used as a dry feed lot.
9. 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, of which fact a two-thirds (2/3) majority of the occupants of said sub-division shall be judge, and no non-residential inharmonious use shall be permitted.
10. The owner or occupant of each lot shall maintain the grounds in good presentable condition at all times.
11. No chain link fence shall be built on any part of the front twenty (20) feet of any lot.

Dated: February, 1982

Recorded: February 17, 1982

Recording No.: 416325