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JAN 27 8 43 AM '99

Return Address

Name Ron Asmus

Address 802 S. Dawes Street

City, State, Zip Kennewick, WA 99336

VOL. 682 PAGE 728

Document Title(s) (or transactions contained therein):

3ENTON-FRANKLIN TITLE CO.

BT-MO

1. Declaration of Restrictive Covenants and Conditions
- 2.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:
(on page _____ of document(s))

Grantor(s) (Last name first, then first name and initials)

1. Ronald E. Asmus
2. Tracey L. Asmus
- 3.
- 4.
5. Additional names on page _____ of document.

Grantee(s) (Last name first, then first name and initials)

1. owners of individual lots
- 2.
- 3.
- 4.
5. Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

Parkside Vol. 15, Page 61

Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number

1-3499-300-0004-000

Additional legal is on page _____ of document.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S
INDEXING FORM (Cover Sheet)

Form 7265-2

DECLARATION OF
RESTRICTIVE COVENANTS AND CONDITIONS

PARKSIDE

Ronald E. and Tracey L. Asmus, being the owner/developer of all lots of land situated within the boundaries of that certain subdivision known as Parkside consisting of lots numbered 1 through 12 Block 1, lots numbered 1 through 4 Block 2, declarations of restrictions on said sub-division, which is within City of Kennewick, Washington, according to the plat thereof in volume of plats 15, pages 61, records of Benton County, Washington.

Said restrictive covenants shall hereafter become and be made a part of any conveyance of lots within the above described plat.

ARTICLE 1

Definitions

1. "DECLARANT" shall mean and refer to Ronald E. And Tracey L. Asmus, a Washington State contractor, its successors and assigns if such successors and assigns should acquire for the purpose of development or construction all or substantially all of the properties owned by Ronald E. And Tracey L. Asmus, in the plat of Parkside, provided however that no person or entity shall be considered to be Declarant for the purpose of development.
2. "DECLARATION" shall mean and refer to the declaration of restrictive covenants and conditions and restrictions applicable to the properties described herein.
3. "LOTS" shall mean and refer to any numbered plot of land shown upon the recorded subdivision plat of Parkside.
4. "OWNERS" shall mean and refer to the owner of record of one or more persons or entities of a lot which is a part of Parkside, including contract, purchasers, but excluding those having such interest merely as security for performance of an obligation.
5. "IMPROVEMENT" shall mean and refer to every building of any kind, including but not limited to fence, wall, driveway,

swimming pool, storage shelter or other product of construction efforts on or in respect to the plat.

6. "PLAT" shall mean and refer to Parkside.

ARTICLE 11

Architectural Control Committee

1. There is hereby constituted a construction period architectural control committee (ACC). The declarant shall have the right to select the initial members of the ACC. The initial members shall be Ron Asmus, Tracey Asmus, and Dave Retter. A majority of the committee may designate a representative to act for it. In the event of death or resignation of a member of the committee, the committee, nor its designated representatives or successors shall be entitled to compensation for services pursuant to this covenant. Upon the title transfer of the last house on the last lot in the plat, the then existing construction period Architectural Control Committee automatically passes on the powers and duties of the committee to the then recorded owners of the plat. The construction period Architectural Control committee then ceases to exist.

2. The committee approval or disapproval as required in these covenants shall be in writing. In the event the committee fails to approve or disapprove within 30 days after a complete set of plans and specifications have been properly submitted to it, or in any event of no suit or 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. The plan submitted shall be a complete set of construction drawings including house elevations, square footage of living area and a plot plan showing relative elevations of lot corners, driveway, house location on lot, lot drainage and lot dimensions and set backs and complete description of exterior building materials including roofing. The committee shall approve the quality of workmanship and materials, harmony of external design and existing structures.

3. This instrument may not be modified in any respect whatsoever or rescinded in whole or in part, except with the consent of the majority of the parties or their successors or assigns, duly executed and acknowledged by said parties and duly recorded in Benton County, Washington.

4. 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 violation or to recover damage. All legal and court costs required for enforcement shall be paid by the person or persons found in violation of these covenants.

5. Invalidation of any one of the covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full-force and effect.

6. Any owner shall have the right to enforce by any proceeding at law or in equity all terms hereunder now and hereafter imposed and the prevailing party in litigation, in addition to any other sums which said party may recover shall be awarded reasonable attorney's fees, court costs and any expense of litigation.

ARTICLE 111

Lot Use, Dwelling Size and Quality

1. No lot shall be used except for residential purposes. The main structure shall consist of a single family dwelling not to exceed two stories and a private garage for not less than two cars. Temporary "model home" real estate sales offices and buildings related to development of lots or construction of houses, will be considered a residential use until all houses have been built and sold on all subject lots.

2. The minimum allowable square footage of any residence in Parkside, excluding open porches and garages shall be as follows:

a. Ramblers - 1200 square feet.

b. Two-Story - 1,450 square feet with a minimum of 800 square feet on the entry level.

c. Tri-levels - 1,500 square feet.

d. The ACC may approve or disapprove applications submitted for changes in minimum square footage. However, no changes shall be approved for less than 1,200 square feet for any single residence.

3. No T-111 siding will be permitted as exterior finish on the front elevation.

4. Roofing materials shall be color coordinated composition.

5. All driveways and walkways shall be concrete.

6. No buildings shall be located on any lot nearer to the front, rear, or side of lot lines than is permitted by City of Kennewick ordinances. In any event, no building shall be located on any lot nearer than twenty (20) feet to the front lot lines, nearer than twenty (20) feet to the rear lot lines, or nearer than five (5) feet from _____ to a side lot line. The ACC upon application, may at its discretion, waive any violations of their restrictions which it finds to have been inadvertent, provided the same would not constitute a violation of the City of Kennewick ordinance. In any event, the City of Kennewick set-back requirements shall take precedence.

7. No mobile or modular homes will be permitted in this subdivision.

8. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance or utilities or which may change the direction of flow of drainage channels in the easements. The easement 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.

9. Any dwelling or structure erected or placed on any lot in this subdivision shall be by a licensed contractor and be completed as to external appearance including finish painting within six (6) months from the start of construction, unless upon their review of written request for an extension of time, the ACC grants such an extension.

10. Landscaping shall commence within 30 days of occupancy for front half of the lot. The front half refers to landscaping for the middle of the home on both sides of the property.

11. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet for advertising the property for sale or lease and signs used by a builder or the declarant and/or their agents to advertise the property during the initial construction and sale periods.

12. No individual water supply system shall be permitted on any lot.

13. No individual sewer disposal system shall be permitted on any lot.

14. No fence, wall hedge or mass planting over three feet in height shall be permitted to extend nearer to any street than the minimum set back line, except that nothing shall prevent the erection of a necessary retaining wall the top of which shall not extend more than two feet above the upper grade at the rear side of the property. No fence, wall, hedge or mass planting shall at any time where permitted, extend higher than six (6) feet above the ground.

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

16. Boats, boat trailers, travel trailers, non-motorized campers and other such recreational vehicles must be sight screened and stored behind primary structures unless variances granted by the ACC. No vehicles, inoperative for reason of mechanical failure, shall be parked and/or stored on any subject lot or in the street right of way for any period on excess of 48 hours.

17. Recreational vehicle or motorcycle riding is strictly prohibited other than for ingress and egress to an owner's property.

18. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pet may be kept, provided that they are not kept, bred or maintained for commercial purposes and are reasonably controlled so as not to be a nuisance.

19. No lot in this plat which remains un-built upon shall be sold or resold or ownership changed by the original purchaser without approval of the new purchaser or assignee by declarant of the construction period ACC or its successor.

20. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected or placed on any lot at any time as a residence either temporarily or permanently. This shall not be deemed to prohibit any person authorized to build a residence of other permitted structure on the lot from placing a trailer on the lot for construction purposes during the period of construction, but in no event for longer than a sixty (60) day period.

21. It shall be incumbent upon each builder to maintain a clean and orderly construction site during the normal course of construction and to clear any debris, excess materials and

equipment from said lot and from the street and to control dust within the requirements of regulating agencies.

ARTICLE IV

Amendments

1. The provisions for "Restrictive Covenants" hereof may be amended, changed or revoked or terminated in whole or in part by the declarant or by petition signed by fifty-one percent (51%) of the lot owners of Parkside.

ARTICLE V

Term

1. The "Restrictive Covenants" contained herein are intended to and do run with the land and shall be binding on all parties and all persons owning or occupying lots in Parkside for a period of thirty (30) years from the date these covenants are recorded, after time said covenants shall be automatically extended for successive ten (10) year periods, unless an instrument signed by a majority of the then recorded owners of all lots has been recorded, agreeing to change said covenants in whole or in part.

2. Any party or person owning real estate situated in Parkside shall have the right to enforce these covenants by prosecuting and proceeding at law or in equity against the person or persons violating any of these covenants, either seeking to restrain such violation or to recover damages for such violations, or both.

BY Ronald E. Asmus
Ronald E. Asmus, Owner

VOL. 682 PAGE 735

BY Tracey L. Asmus
Tracey L. Asmus, Owner

STATE OF WASHINGTON
COUNTY OF BENTON

On this 26 day of January, 1998, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Ronald E. Asmus and Tracey L. Asmus, to me known to be the Owners of Parkside.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Deborah Felch
Notary Public in and for the
State of Washington, residing
at Kennewick

DEBORAH FELCH
STATE OF WASHINGTON
NOTARY PUBLIC
My Commission Expires 11-05-99
My Commission expires: 11-5-1999

R. Lee
Ronald E. Lee

Brett Didier
Brett Didier

Return to: S. G. Merryman, N. P. R. R.
650 Central Bldg., Seattle, Wash. 98101

FILED OR RECORDED 720
Vol. 131 of Deeds
PAGE REQUEST OF
S. G. Merryman

1966 SEP 26 PM 2 27

391971
Charity E. Russell
COUNTY TOWN CLERK
FRANKLIN COUNTY, WASH.

291971

Contract No. C. R. 799

Deed No. 26575-W

CUYUNA REALTY COMPANY

THIS DEED, made the 3rd day of August, A. D. 1966, by the CUYUNA REALTY COMPANY, a Minnesota corporation, grantor, to ERNEST J. HAWORTH and BETTY JO HAWORTH, husband and wife, of Pasco, Franklin County, Washington, grantees, WITNESSETH:

H. J. R. S.

The grantor, in consideration of the sum of two thousand nine hundred forty dollars and eighty cents (\$2,940.80) unto it paid, the receipt whereof is acknowledged, conveys and warrants unto the grantees, their heirs and assigns, the following described tract of land, to-wit:

All of Farm Unit No. 9, Irrigation Block No. 161, Columbia Basin Project, lying in Section thirty-one (31), in Township eleven (11) North, Range thirty (30) East of the Willamette Meridian, Franklin County, Washington, according to the Farm Unit Plat thereof filed for record in the office of the Auditor for said Franklin County on July 14, 1965, in Volume 1 at page 52.

The land hereby conveyed contains one hundred fifty-nine and forty hundredths (159.40) acres, more or less, and is subject to an easement in the public for any public roads heretofore laid out or established and now existing over and across any part of the premises.

Subject also to all the applicable terms and conditions of the recordable contract, dated August 6, 1947, between the United States of America and the Northern Pacific Railway Company, filed for record in the office of the Auditor for said Franklin County on June 26, 1951, and recorded in Book 4 of Columbia Basin Documents at page 216.

Subject also to the rights granted by the Northern Pacific Railway Company to the United States of America by contract dated August 5, 1946, recorded in the office of the Auditor for said Franklin County on December 19, 1946, in Book 2 of Columbia Basin Documents at page 540, to enter upon and construct, operate and maintain pipelines, canals or laterals, including the banks thereof, and to dump waste materials, in connection therewith, upon the land described above, together with the right of ingress and egress, and subject also to the terms of any easement heretofore or hereafter granted the United States of America pursuant to the contract of August 5, 1946.

Subject also to the reservation of minerals in deed from the Northern Pacific Railway Company to the Utah-Idaho Sugar Company, dated August 12, 1953, recorded in the office of the County Auditor of said Franklin County on September 30, 1953, in Volume 82 of Deeds, page 522.

Together with the hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the said land and appurtenances unto the grantees, their heirs and assigns, forever.

1% REAL ESTATE LICENS F&A
Franklin County Ord. under R. C. W. 28.48

Date: SEP 26 1966
Amount \$ 2940.80 Rec. No. 6294
FRANKLIN COUNTY WASHINGTON

54 JUN 1967

291971

The grantor will forever warrant and defend the title to the premises, except as against liens, charges and encumbrances originating after the date hereof, and taxes, irrigation assessments and charges becoming due and payable in the year 1966 and following years.

IN WITNESS WHEREOF, the grantor has caused these presents to be sealed with its corporate seal and signed by its VICE PRESIDENT the day and year first above written.

In Presence Of:

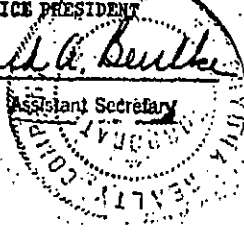
CUYUNA REALTY COMPANY

John L. Cassidy

By E. B. Stanton VICE PRESIDENT

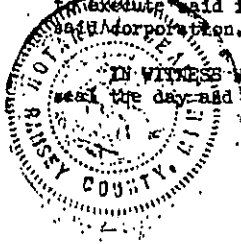
Beatrice A. Nachtrieb

Attest: Richard A. Beutler



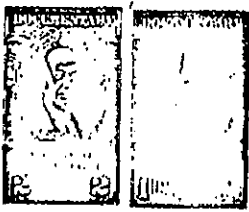
STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

On this 19th day of September, A. D. 1966, before me personally appeared E. B. STANTON, to me known to be the VICE PRESIDENT of the Cuyuna Realty Company, the corporation which executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

J. W. Thayer
J. W. THAYER
Notary Public, Ramsey County, Minn.
My Commission Expires Nov. 17, 1971



WA 131 PG 35