

## TAREE

### Protective Covenants

The following covenants and restrictions shall run with the above described land and shall be binding on all parties and all person claiming under them for a period of 30 years from the date these covenants were recorded after which time said covenants and restrictions shall be automatically extended for successive periods of 10 years unless an instrument signed by the majority of the then owners (each owner to have the number of votes equal to the number of lots owned) has been recorded agreeing to change said covenants in whole or in part.

1. The following residential area covenants in their entirety shall apply to the land described herein.
2. All of the lots in this plat shall be designated as "Resident Lots". A building site shall consist of at least one such resident lot or more as shown on this plat.
3. No building or structure shall be erected, constructed, maintained or permitted upon any lot of this plat, except upon a building site as hereinabove defined, and no building or structure shall be erected, constructed, maintained, or permitted on a building site, other than a single family detached dwelling, except that appurtenances to any dwelling house, such as private garage, private shop buildings, garden houses, pergolas, conservatories, or similar structures, architecturally in harmony therewith and of permanent construction, may be erected within the building limits hereinafter set forth; except that during the construction period a temporary workshop and materials tool storage building may be located upon said tract.
4. No building shall be erected, placed or altered on any lot until construction plans and specifications and plan showing location of structure have been approved by the architectural control committee, as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevations. Approval shall be as provided in Paragraph 19 and 20.
5. No dwelling shall be permitted on any lot at the cost of less than \$12,000 exclusive of land based on a cost level prevailing on date these covenants are recorded, it being the intentions and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at a minimum cost stated herein for minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages shall be not less than 800 square feet for one-story dwelling nor less than 600 square feet for a dwelling of more than one story.
6. 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, either temporarily or permanently except during the first eight months of construction on the permanent residence.

7. No commercial equipment or materials will be stored on any lot of this plat except inside of garages or suitable enclosure located behind the garage or house.

8. The work of construction of all buildings and structures shall be prosecuted diligently and continuously until such building and structure are fully completed and painted. All structures shall be completed as to external appearance, including exterior paint, within 8 months from the date of commencement of construction, unless prevented by cause beyond the owner's control.

9. No building shall be erected on any lot with the foundation nearer than 25 (twenty-five) feet to any street right of way line or rear lot line nor nearer than 5 (five) feet to any interior or side lot line. For the purposes of this covenant, steps and open porches on the front or back of the house, shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building, open porch, or step, to encroach upon an adjoining lot or building site.

10. No fence, hedge row, or boundary wall situated anywhere on any lot shall be higher than 6 (six) feet above the finished ground surface on the ground on which said fence is situated, nor shall any fence, wall, or mass planting of any kinds be placed between the street line and the building set-back line.

11. No tree or shrub shall be allowed to reach a height which will block the view of other property owners and in no case higher than the roof line of the dwelling on its respective lot except for existing trees or those trees approved by the planning committee.

12. No dwelling or other structure will be built on any lot of this plat with the highest point more than 17 feet above the ground level at the base of said dwelling or structure. No T.V. antennae shall be more than 10 feet higher than the roof line of the dwelling on its respective lot.

13. No noxious or undesirable thing or undesirable or illegal use of property shall be permitted in this plat. The construction of spite or nuisance wall, hedge, fence or tree will be prohibited in this plat.

14. No trash, ashes, or other refuse may be thrown or dumped on any lot of this plat. No building material of any kind shall be placed or stored upon any lot until the owner is ready to commence construction. Building materials shall be placed only within the property line of the building site upon which said structure shall be started and shall not be placed in the streets. All garbage and refuse containers shall be kept in an area concealed from public view.

15. No animal, livestock, or poultry of any kinds shall be raised, bred, or kept on any lot except household pets. Pets over 4 (four) months of age, except caged birds, shall be limited to 3 (three) in number, provided that said household pets are properly cared for and are not allowed to run at large.

16. No business shall be conducted from any lot except that dressmaking, babysitting, music teaching, or similar activity or profession may be conducted by a resident of the household, provided that the privacy of adjoining householders is not disturbed. This is not to be construed to permit barber shops, beauty shops, or other service type business to be operated on any lot. During the period of development and sale of the lots of TAREE or additions thereto, the developer may maintain real estate offices on lots in the plat of TAREE so as to facilitate sales of property. The right to maintain a real estate office shall terminate upon sale of the lots in TAREE or additions thereto.

17. No sign of any kinds may be permanently displayed to public view on any lot, except one professional sign of not more than 72 square inches, bearing only the name and occupation of the occupant of the premises; or 1 sign per lot of not more than 5 square feet advertising property for sale or rent, or sign used by builder and/or realtor, to advertise property during construction and sales period.

18. All sewer or septic systems must be properly installed and maintained according to regulations now enacted or hereinafter passed by any government authority having jurisdiction over the property upon which the lots herein are located.

19. All connections to utility lines such as sewer, water, power and telephone, shall be as approved and required by the utility company or district concerned.

20. The architectural control committee is composed of: Lois A. Bergan, Jr. 5101 NE 90<sup>th</sup> Place, Seattle, Washington; Richard L. Inus, 3841 34<sup>th</sup> SW, Seattle, Washington; Taree L. Inus, 3841 34<sup>th</sup> SW, Seattle, Washington. A majority of the architectural control committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the member of the committee nor its designated representative shall be entitled to compensation for services performed pursuant to this covenant. At any time the then recorded owners of a majority of lots (each owner to have a number of votes equal to the number of lots owned) shall have the power through duly recorded written instrument to change the membership of the committee or to withdraw from the committee or to restore to it any of its powers or duties.

21. The committee's approval or disapproval as required in the covenants shall be in writing. In event the committee or its designated representatives 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 related covenants shall be deemed to have been fully complied with.

22. A request for a variance of any of the forgoing covenants will be submitted in writing to the architectural control committee for approval or disapproval in Paragraph 21.

23. If the parties hereto, or any of them or 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 real property situated in this plat to prosecute any proceedings at law or in equity against person or person violating or attempting to violate any such covenants and to prevent him or them from so doing or to recover damages or other dues for such violations.

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

## TAREE NO. 2

### Protective Covenants

The following covenants and restrictions shall run with the above described land and shall be binding on all parties and all person claiming under them for a period of 30 years from the date these covenants were recorded after which time said covenants and restrictions shall be automatically extended for successive periods of 10 years unless an instrument signed by the majority of the then owners (Each owner to have the number of votes equal to the number of lots owned) has been recorded agreeing to change said covenants in whole or in part.

1. The following residential area covenants in their entirety shall apply to the land described herein.
2. All of the lots in this plat shall be designated as "Resident Lots". A building site shall consist of at least one such resident lot or more as shown on this plat.
3. No building or structure shall be erected, constructed, maintained or permitted upon any lot of this plat, except a building site as hereinabove defined, and no building or structure shall be erected, constructed, maintained, or permitted on a building site, other than a single family detached dwelling, except that appurtenances to any dwelling house, such as private garage, private shed buildings, garden houses, pergolas, conservatories, or similar structures, architecturally in harmony therewith, and of permanent construction, may be erected within the building limits hereinafter, set forth; except that during the construction period a temporary workshop and material and tool storage building may be located upon said tract.
4. No building shall be erected placed or altered on any lot until construction plans and specifications and plan showing location of structure have been approved by the architectural control committee, as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevations. Approval shall be as provided in Paragraph 19 and 20.

5. No dwelling shall be permitted on any lot at a cost of less than \$8,000 exclusive of land based on a cost level prevailing on date these covenants are recorded, it being the intentions and purposes of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at a minimum cost stated herein for minimum permitted dwelling size. The ground floor area of the main structure on any lot in this plat, exclusive of one-story open porches and garages shall not be less than 800 square feet for one-story dwelling nor less than 600 square feet for a dwelling of more than one story.
6. 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, either temporarily or permanently except during the first eight months of construction on the permanent residence.
7. No commercial equipment or materials will be stored on any lot of this plat except inside of garages or suitable enclosure located behind the garage or house.
8. The work of construction of all buildings and structures shall be prosecuted diligently and continuously until such building and structure are fully completed and painted. All structures shall be completed as to external appearance, including exterior paint, within 8 months from the date of commencement of construction, unless prevented by cause beyond the owner's control.
9. No building shall be erected on any lot with the foundation nearer than 25 feet to any street right of way line or rear lot line, nor nearer than 5 feet to any interior or side lot line. For the purposes of this covenant steps and open porches on the front or back of the house, shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building, open porch, or step, to encroach upon an adjoining lot or building site.
10. No fence, hedge, row, or boundary wall situated anywhere on any lot, shall be higher than 6 feet above the finished ground surface on the ground on which said fence is situated, nor shall any fence, wall, or mass planting of any kinds be placed between the street line and the building set-back line.
11. No contaminants, nor any object or thing causing contamination, shall be placed, or allowed to remain within a radius of 100 feet of the well shown on the face of this plat.
12. No noxious or undesirable thing or undesirable or illegal use of property shall be permitted in this plat. The construction of a spite or nuisance wall, hedge, fence or trees will be prohibited in this plat.
13. No trash, ashes, or other refuse may be thrown or dumped on any lot of this plat. No building material of any kind shall be placed or stored upon any lot until the owner is ready to commence construction and building materials shall be placed within the property line of the

building site upon which said structure shall be started and shall not be placed in the streets. All garbage and refuse containers shall be kept in an area concealed from public view.

14. No animals, livestock, or poultry of any kinds shall be raised, bred, or kept on any lot except household pets. Pets over 4 months of age, except caged birds, shall be limited to 3 in number, provided that said household pets are properly cared for and are not allowed to run at large.

15. No business shall be conducted from any lot except that dressmaking, babysitting, music teaching, or similar activity or profession may be conducted by a resident of the household, provided that the privacy of adjoining householders is not disturbed. This is not to be construed to permit barber shops, beauty shops, or other service type business to be operated on any lot. During the period of development and sale of the lots of Taree or additions thereto, the developer may maintain real estate offices on lots in the plat of Taree so as to facilitate sales of property. The right to maintain a real estate office shall terminate upon sale of the lots in Taree or additions thereto.

16. No sign of any kind may be permanently displayed to public view on any lot, except one professional sign of not more than 72 square inches, bearing only the name and occupation of the occupant of the premises; or 1 sign per lot of not more than 5 square feet advertising property for sale or rent, or a sign used by a builder and/or realtor, to advertise property during construction and sales period.

17. All sewer or septic systems must be properly installed and maintained according to regulations now enacted or hereinafter passed by any government authority having jurisdiction over the property upon which the lots herein are located.

18. All connections to utility lines such as sewer, water, power and telephone, shall be as approved and required by the utility company or district concerned.

19. The architectural control committee is composed of: Lois A. Bergan, Jr. 5101 NE 90<sup>th</sup> Place, Seattle, Washington; Richard L. Inus, 3841 34<sup>th</sup> SW, Seattle, Washington; Taree L. Inus, 3841 34<sup>th</sup> SW, Seattle, Washington. A majority of the architectural control committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the member of the committee nor its designated representative shall be entitled to compensation for services performed pursuant to this covenant. At any time the then recorded owners of a majority of lots (Each owner to have a number of votes equal to the number of lots owned) shall have the power through duly recorded written instrument to change the membership of the committee or to withdraw from the committee or to restore to it any of its powers or duties.

20. The committee's approval or disapproval as required in the covenants shall be in writing. In event the committee or its designated representative 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 related covenants shall be deemed to have been fully complied with.

21. A request for a variance of any of the forgoing covenants will be submitted in writing to the architectural control committee for approval or disapproval in Paragraph 20.

22. If the parties hereto, or any of them or 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 real property situated in this plat to prosecute any proceedings at law or in equity against person or persons attempting to violate any such covenants and to prevent him or them from so doing or to recover damages or other dues for such violations.

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

### TAREE NO. 3

#### Protective Covenants

The following covenants and restrictions shall run with the above described land and shall be binding on all parties and all person claiming under them for a period of 30 years from the date these covenants were recorded after which time said covenants and restrictions shall be automatically extended for successive periods of 10 years unless an instrument signed by the majority of the then owners (each owner to have the number of votes equal to the number of lots owned) has been recorded agreeing to change said covenants in whole or in part.

1. The following residential area covenants in their entirety shall apply to the land described herein.

2. All of the lots in this plat shall be designated as "Resident Lots". A building site shall consist of at least one such resident lot or more as shown on this plat.

3. No building or structure shall be erected, constructed, maintained or permitted upon any lot of this plat, except a building site as hereinabove defined, and no building or structure shall be erected, constructed, maintained, or permitted on a building site, other than a single family detached dwelling, except that appurtenances to any dwelling house, such as private garage, private shop buildings, garden houses, pergolas, conservatories, or similar structures, architecturally in harmony therewith and of permanent construction, may be erected within the building limits hereinafter set forth; except that during the construction period a temporary workshop and material and tool storage building may be located upon said tract.

4. No building shall be erected, placed or altered on any lot until construction plans and specifications and plan showing location of structure have been approved by the architectural control committee, as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevations. Approval shall be as provided in Paragraph 19 and 20.

5. No dwelling shall be permitted on the lots numbers one through forty-one at the cost of less than \$12,000 exclusive of land based on a cost level prevailing on date these covenants are recorded and no dwelling shall be permitted on the lots numbered forty-two through ninety-nine at the cost of less than \$8,000 exclusive of land, based on a cost level prevailing on date these covenants are recorded, it being the intentions and purposes of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at a minimum cost stated herein for minimum permitted dwelling size. The ground floor area of the main structure on any lot in this plat, exclusive of one-story open porches and garages shall not be less than 800 square feet for one-story dwelling nor less than 600 square feet for a dwelling of more than one story.

6. 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, either temporarily or permanently except during the first eight months of construction on the permanent residence.

7. No commercial equipment or materials will be stored on any lot of this plat except inside of garages or suitable enclosure located behind the garage or house.

8. The work of construction of all buildings and structures shall be prosecuted diligently and continuously until such building and structure are fully completed and painted. All structures shall be completed as to external appearance, including exterior paint, within 8 months from the date of commencement of construction, unless prevented by cause beyond the owner's control.

9. No building shall be erected on any lot with the foundation nearer than 25 (twenty-five) feet to any street right of way line or rear lot line nor nearer than 5 (five) feet to any interior or side lot line. For the purposes of this covenant, steps and open porches on the front or back of the house, shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building, open porch, or step, to encroach upon an adjoining lot or building site.

10. No fence, hedge row, or boundary wall situated anywhere on any lot shall be higher than 6 (six) feet above the finished ground surface on the ground on which said fence is situated, nor shall any fence, wall, or mass planting of any kinds be placed between the street line and the building set-back line.

11. No tree or shrub on the lots numbered eight through forty-one shall be allowed to reach a height which will block the view of other property owners and in no case higher than the roof line of the dwelling on its respective lot except for existing trees or those trees approved by the planning committee.

12. No dwelling or other structure will be built on the lots numbered eight through forty-one with the highest point more than 17 feet above the ground level at the base of said dwelling or structure. No TV antennae on any lot of this plat shall be more than 10 feet higher than the roof line of the dwelling on its respective lot.

13. No noxious or undesirable thing or undesirable or illegal use of property shall be permitted in this plat. The construction of a spite or nuisance wall, hedge, fence or tree will be prohibited in this plat.

14. No trash, ashes, or other refuse may be thrown or dumped on any lot of this plat. No building material of any kind shall be placed or stored upon any lot until the owner is ready to commence construction. Building materials shall be placed only within the property lines of the building site upon which said structure shall be started. All garbage and refuse containers shall be kept in an area concealed from public view.

15. No animal, livestock, or poultry of any kinds shall be raised, bred, or kept on any lot except household pets. Pets over 4 (four) months of age, except caged birds, shall be limited to 3 (three) in number, provided that said household pets are properly cared for and are not allowed to run at large.

16. No business shall be conducted from any lot except that dressmaking, babysitting, music teaching, or similar activity or profession may be conducted by a resident of the household, provided that the privacy of adjoining householders is not disturbed. This is not to be construed to permit barber shops, beauty shops, or other service type business to be operated on any lot. During the period of development and sale of the lots of TAREE or additions thereto, the developer may maintain real estate offices on lots in the plat of TAREE so as to facilitate sales of property. The right to maintain a real estate office shall terminate upon sale of the lots in TAREE or additions thereto.

17. No sign of any kind may be permanently displayed to public view on any lot, except one professional sign of not more than 72 square inches, bearing only the name and occupation of the occupant of the premises; or 1 sign per lot of not more than 5 square feet advertising property for sale or rent, or a sign used by a builder and/or realtor, to advertise property during construction and sales period.

18. All sewer or septic systems must be properly installed and maintained according to regulations now enacted or hereinafter passed by any government authority having jurisdiction over the property upon which the lots herein are located.

19. All connections to utility lines such as sewer, water, power and telephone, shall be as approved and required by the utility company or district concerned.

20. The architectural control committee is composed of: Lois A. Bergan, Jr. 5101 NE 90<sup>th</sup> Place, Seattle, Washington; Richard L. Inus, 3841 34<sup>th</sup> SW, Seattle, Washington; Taree L. Inus, 3841 34<sup>th</sup> SW, Seattle, Washington. A majority of the architectural control committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the member of the committee nor its designated representative shall be entitled to compensation for services performed pursuant to this covenant. At any time the then recorded owners of a majority of lots (each owner to have a number of votes equal to the number of lots owned) shall have the power through duly recorded written instrument to change the membership of the committee or to withdraw from the committee or to restore to it any of its powers or duties.

21. The committee's approval or disapproval as required in the covenants shall be in writing. In event the committee or its designated representative 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 related covenants shall be deemed to have been fully complied with.

22. A request for a variance of any of the forgoing covenants will be submitted in writing to the architectural control committee for approval or disapproval in Paragraph 21.

23. If the parties hereto, or any of them or 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 real property situated in this plat to prosecute any proceedings at law or in equity against person or persons violating or attempting to violate any such covenants and to prevent him or them from so doing or to recover damages or other dues for such violations.

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