

TEANAWAY WAGON WHEEL, INC.

COVENANTS

*Ret. Co. Aud. for*

Description  
Riverside Addition

Tract 1, Lots 1 through 31, and Tract 2, Lots 1 through 23, Section 26, TWP 21 N., R. 15 E.W.M., Kittitas County, Washington, as per legal description following:

Description

Tract 1: All of that portion of the southwest quarter of Section Twenty-five (25), lying south and west of the county road, as located and constructed through said quarter section on September 28, 1953, the date of deed to vestee recorded in Book 92 of Deeds, Page 416.

The east half of the west half and one acre in the southwest corner of the northeast quarter of Section Twenty-six (26):

The northwest quarter of Section Thirty-six (36), except:

1. A tract of land bounded by a line beginning at a point 1,640 feet south of the northeast corner of said quarter section, and running thence south 638.5 feet; thence north 60° 50' west 86 feet; thence north 84° 35' west 110.5 feet; thence north 39° 55' west 253 feet; thence north 22° 07' west 98 feet; thence north 41° 30' west 127.5 feet thence north 50° east 72 feet; thence north 34° east 256 feet; thence north 23° 29' east 130.5 feet; thence north 56° 25' east 90.3 feet; thence south 32° 47' east 263.85 feet to the point of beginning.

2. A tract of land bounded by a line beginning at a point 1,418.0 feet south and 142.8 feet west from the northwest corner of said quarter section, and running thence south 23° 29' west 130.5 feet; thence south 34° west 256.0 feet; thence south 50° 30' west 72 feet; thence north 36° west 220.3 feet; thence north 78° 30' east 176 feet; thence north 65° 10' east 126.5 feet; thence north 26° east 240.7 feet; and thence south 41° 24' east 83.5 feet to the point of beginning.

All in TWP 21 N., R. 15, E.W.M., in the County of Kittitas, State of Washington.

Tract 2: The east half of Section Twenty-six (26), TWP. 21 N., R. 15, E.W.M., in the County of Kittitas, State of Washington, except one acre in the southwest corner of the northeast quarter of said section.

As per plat attached.

PROTECTIVE COVENANTS

RESIDENTIAL AREA COVENANTS:

A. Land Use and Building Type

1. 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 one and one-half stories in height and a private garage for not more than two cars.



2. Architectural and Planning Control: No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural and Planning 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 elevation. No fence or wall shall be erected over four feet high.

3. The ground floor area of the main structure, exclusive of open porches and garages, shall be not less than 400 square feet for a one-story dwelling.

4. An approved plan building must be started within 2 years after a building lot is purchased and completed within 3 years from date of purchase of the building lot.

5. Building Location: No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than twenty feet to the front lot line, or nearer than ten feet to any side street line including porches. No building shall be located nearer than five feet to an interior lot line. No dwelling shall be located on any interior lot nearer than twenty-five feet to the rear lot line. For a detached garage or any other permitted accessory building a five-foot side yard shall be required. For the purposes of this covenant, steps and open porches shall be considered as part of a building.

6. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

7. Nuisances: No noxious or offensive 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.

8. 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 either temporarily or permanently, without a permit from the Planning Committee.

9. Garbage and refuse disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

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 purpose, and provided further that they are kept on a leash, in a kennel or under the owner's control at all times.

#### B. Architectural and Planning Committee

1. Membership: The Architectural and Planning Committee is composed of Jack Richford, Seattle, Washington; W. G. Cooper, Seattle, Washington; and J. Ellis George, Issaquah, Washington. A majority of the committee may designate a representative to act for it.

Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. Fifteen years subsequent to the recording of these covenants, the then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

2. In the event of a vacancy on the committee for any cause, the vacancy shall be filled by the governing body of TEANAWAY WAGON WHEEL, INC.



3. Procedure: The committee's approval or disapproval as required in these covenants shall be in writing. In the 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 the related covenants shall be deemed to have been fully complied with.

C. General Provisions

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of fifteen (15) years from the date these covenants are recorded, after which time said covenant shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots or the then governing body has been recorded, agreeing to change said covenants in whole or in part.

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.

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



*Handwritten notes in top left corner.*

OFFICE OF THE  
COUNTY AUDITOR  
KITTITAS COUNTY, WISCONSIN  
1000 WEST WASHINGTON  
MADISON, WISCONSIN 53703  
TEL: 608/251-2200 FAX: 608/251-2201

RECEIVED  
June 25 2007  
*(Signature)*

2007 JUN 25 10:25

*Handwritten notes in top right corner.*  
2007-15

 200007280096  
Page: 4 of 4  
07/25/2000 04:10P  
COV 0.00  
Kittitas Co Auditor CO AUDITOR