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*Ret. B. Auditor*

TEANAWAY WAGON WHEEL, INC.

COVENANTS

Description  
Hillside Addition

Tract 3; Lots 1 through 25, and Tract 4, Lots 1 through 26, 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 northeast 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 21N., R. 15, E.W.M., in the County of Kittitas, State of Washington.

Tract 2: The east half of Section Twenty-six (26), TWP. 21N., 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.

ACRE TRACT AREA PROTECTIVE COVENANTS

A. LAND USE AND BUILDING TYPE

1. Land: Each lot shall be approximately one acre and shall be not less than 100 feet wide. No tract shall be subdivided within 5 years from date. No tract shall ever be subdivided into less than 1/2 (one-half) acre tracts.



1A. No lot shall be used for Commercial purposes. Pets and other family livestock may be kept on the property in properly fenced enclosures and in such quarters as are not reasonably objectionable to the other property owners in the vicinity. Any dispute that may arise as to what is reasonably objectionable shall be referred to the Architectural and Planning Committee for settlement. The ruling of this committee shall be final.

2. Buildings: No building shall be erected, altered, placed, or permitted to remain on any lot other than detached single-family dwelling not to exceed one and one-half stories in height, a private garage for not more than two cars and such housing as may be approved for the keeping of pets and family animals.

2A. No building shall be placed on any lot until the construction plans and specifications and a plan showing the location of all structures have been approved by the Architectural and Planning Committee as to quality of workmanship and materials, harmony of external design with existing structures surrounding and as to location with respect to topography and finish grade elevation. No fence or wall shall be constructed that would impair the view from adjacent properties.

2B. A dwelling shall be started on each lot purchased within two years after purchase and completed within three years of the date the lot was purchased.

2C. The ground floor area of the main structure exclusive of open porches and garages shall be not less than 350 square feet.

2D. Building Location: No building shall be located on any lot nearer to the end lot line than 20 feet or nearer to any side street line than 10 feet including porches and no nearer than five feet to any interior lot line. For the purpose of these covenants, eaves, steps, and open porches shall be considered as a part of a building.

2E. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved to Teanaway Wagon Wheel, Inc.

3. 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.

4. 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.

#### 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 representatives 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.



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B. ARCHITECTURAL AND PLANNING COMMITTEE (Cont'd.)-

2. In the event of a vacancy on the committee for any reason, the vacancy shall be filled by a member appointed by the then 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 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.