

10-ne/CE

# EASTON ACRES COVENANTS, CONDITIONS AND RESTRICTIONS

NOW, THEREFORE, declarant hereby declares that the properties described herein shall be held, sold and conveyed subject to the following Covenants, Conditions and Restrictions (CCR'S) which are for the purposes of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

Legal Description SEE ATTACHED, EXHIBIT ONE

Section 1. Land use and building type: A lot shall be used for residential purposes or for commercial activity. Any business or commercial activity on any tract must first be approved by a 3/4 majority of the property owners of the plat of Easton Acres and further must meet all requirements of any Kittitas County zoning ordinances. Except as previously noted, no building shall be erected, altered, placed, or permitted to remain on any lot other than one single family dwelling, a private garage, barns or outbuildings. Manufactured homes are allowed provided they are "Double Wides" only and the floor area is not smaller than 1150 square feet and not older than 5 years from the date of obtaining the building permit for installing said "Double Wide". Said "Double Wide" shall be set on a permanent foundation of poured concrete or concrete blocks.

Section 2. Building Area: The floor area of a "stick built" home, exclusive of open porches and garage, shall not be less than 1150 square feet if one story and 750 square feet on the first floor if 2 or more stories.

Section 3. Building location: No structure of any kind shall be placed on any lot closer to the boundary line thereof than the set-back line established by Kittitas County or other governmental authority having jurisdiction on the premises.

Section 4. Temporary Structures: A structure of a temporary character such as a trailer may be used on any lot as a residence only during construction of a permanent home, and for a period not to exceed 12 months from the date of building permit or commencing construction, whichever occurs first. No one may permanently live on the property unless there is an approved septic design per Kittitas County Health Dept. the installation of which shall be approved by said county. Once construction has begun, the permanent home must be completed within 12 months from commencing construction. See section 7.

Section 5. Livestock and Poultry: Animals may be kept on said property for the use and enjoyment of the occupants of said property (not raised for commercial purpose or profit) but so not as to unreasonably interfere with the quiet enjoyment of the other residents of the area. Animals shall be cared for in a humane and professional manner at all times and not more animals on the land than the area can support. Any structure for the housing of animals must meet Kittitas County Building Codes.

Section 6. Garbage and Refuse Disposal: No lot shall be maintained or used as a dumping ground for rubbish. Trash, garbage or other waste shall only be kept in sanitary containers suitable for that purpose. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

Section 7. Sewage Disposal: No individual sewage disposal system shall be permitted on any lot unless the system is designed, located and constructed in accordance with the requirements of the Kittitas Co. Health Department.

Recorded in the County of Kittitas, WA  
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Section 8. Nuisance: No junk or abandoned vehicles shall be permitted. No used building materials or derelict construction equipment shall be permitted on any of the tracts unless stored completely out of the neighbors view and within an approved Kittitas County approved structure. No dumping of tires will be allowed. No noxious or offensive activity shall be carried out on any lot, nor shall anything be done thereon which may become an annoyance, nuisance or in any way detract from or devalue the real property values of lots within the above noted Plat.

Section 9. Violations of Covenants, Conditions and Restrictions: A violation of the terms of these CCR's is a violation of the contract Deed of Trust and may be enforced as such. Whether it is judicial or not, the prevailing party shall be entitled to costs and reasonable attorneys fees.

Section 10. Invalidation: Invalidation of any of the sections of these CCR'S by judgement or court order shall not affect any of the other provisions and they shall remain in full force and effect.

Section 11. Enforceability: These CCR's are binding, enforceable and shall run with the land and can only be amended by a 3/4 majority of the property owners.

Date 9/14/96

James O. Tallman  
James O. Tallman, President  
Talmo, Inc

STATE OF WASHINGTON  
County of Pierce  
On this 14 day of September 1996 before me the undersigned, a Notary Public in the State of Washington, duly commissioned and sworn, personally appeared James O. Tallman, to me known to be the President of the Corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said individual, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said document. Witness my hand and official seal hereto affixed the day and year above written.

Vernis P. Lewis

Notary Public in and for the State of  
Washington residing at Gary, Idaho

