

TRACT A, KETRON SUNRISE

DECLARATION OF RESTRICTIONS

This DECLARATION made and dated this 16 day of FEB of 1959 by Ketron Island Enterprises, a corporation, herein after called the subdivider and owner,

WHEREAS, said party is the owner of a certain tract of land situate in the County of Pierce, State of Washington, describes as follows:

All lots shown upon that certain plat entitled "Tract A, Ketron Sunrise", which is filed herewith for record in the office of the Auditor, Pierce County, Washington, to which said plat reference is hereby made, and

WHEREAS, said party is about to sell the lots above set forth, as shown on said plat, which it desires to subject to certain restrictions, conditions, covenants, and agreements between themselves and the purchasers of said property, as hereinafter set forth:

NOW THEREFORE, said party declares that the said lots so shown on the Plan of Tract A, Ketron Sunrise are held and shall be conveyed subject to restrictions, conditions, covenants, charges, and agreements set forth in the Declaration, to wit:

DEFINITION: The word "lot" as herein.....

Restrictions for TRACT A, KETRON SUNRISE ADDITION recorded
February 16, 1959 under Auditor's Fee No. 1844753, as follows:

DEFINITION: The word "lot" as herein used refers to one of the numbered lots as delineated upon the original recorded Plat of the Tract within which the above described real property is located.

The word "plots" as herein used refers to an individual site for a residence, together with the grounds in connection therewith whether composed of one or more "lots" or portions or combinations thereof, as said "lots" are above defined.

1. Building and plot plans for all structures erected, altered, placed, assembled or permitted to remain on any lot in said tract including, but not limiting the same to garages, porte-cocheres and fences must be submitted to and be approved by, in writing, an architectural committee, as hereinafter set out, before commencing any building operations. Such written approval may be signed by any two of the hereinafter named members of the architectural committee. The approval of such committee shall be confined to the style, design, appearance and location of the proposed structure, and as to corner lots, the street frontage thereof, and such written approval shall be conclusive evidence of such approval, but such approval shall not have the affect of, or be construed as in any manner modifying, altering or waiving any of the provisions, conditions, covenants or restrictions set out herein.

Neither the subdivider, its successors, or assigns, nor the committee, nor any member thereof shall be held responsible for any loss or damage, nor be liable in any manner whatsoever for any errors or defects which may or may not be shown on said plat or specifications or in any building or structure erected in accordance with such plans or specifications or otherwise.

~~The Architectural Committee shall act without compensation and shall be comprised of four persons, including, J. C. Morris, Inga B. Morris, D.E. Morris and Virginia L. Morris, The Architectural Committee shall be composed of three (3) members, to wit: D.E. Morris, Charles R. Buchanan, and John P. Kihn~~ or said committee may be elected by the record owners of seventy-five percent (75%) of the lots in said tract. The subdivider, its successors, or assigns, shall at all times have full power until such time as it relieves itself, as hereinafter set out, of the obligation of maintaining said committee, whereupon the record owners of seventy five percent (75%) of the lots in said tract shall be vested with the full power to appoint a committee together with the power of removal and appointment. No removal or appointment of any member or members of the architectural committee, or the appointment of a new committee, comprised of others than the four persons herein before named, shall be effective until there has been executed and recorded in the office of said County Auditor a written notice of such appointment or removal, as the case may be, containing appropriate reference to this Declaration and such recordation shall impart notice to all persons of the matters therein set forth.

The subdivider, its successors or assigns, may at any time, at their option, relieve themselves of the obligation of appointing, and maintaining said committee by filing in the office of said Pierce County Auditor a notice of surrender of such powers held by it, whereupon such powers shall be vested in the record owners of seventy-five percent (75%) of the lots in said tract. Each owner of

lots in said tract shall have votes as to all matters concerning which such owner is given the right to vote by this Declaration, equal to the number of lots owner by such owner in said tract. The decision of a majority of such architectural committee upon any matters submitted or referred to it, in accordance with the provisions hereof, shall be final, provided however, that such decision does not violate any of the conditions set out in this Declaration.

~~2. All of the lots, plots, and parcels hereinbefore described are declared to be residential in character and no structure shall be erected on any building plot other than one detached single-family dwelling, not to exceed one story in height, with a private garage and other outbuildings incident to the residential use of the plot.~~

All of the lots, plots, and parcels hereinbefore described are declared to be residential or recreational in character and no structure shall be erected on any building plot other than one detached single-family dwelling with a private garage and other outbuildings incident to the residential recreational use of the plot.

Split-level elevations of homes or two story homes may be approved by the Architectural Committee on any lot where the topography and design do not interfere with the overall appearance of said tract.

~~3. No dwelling shall be erected on any building plot having an average width of less than 90 feet, except that a dwelling may be constructed on any of the original lots in said tract, nor shall any of the original lots in said tract be subdivided, nor shall any dwelling house be erected or placed on any building plot resulting from rearrangement or re-subdivision of the original lots as shown on the recorded plat of this tract.~~

4. No dwelling house shall be erected on any building plot nearer than twenty-five (25) feet to the front property line nor nearer than twenty-five (25) feet to a side street line, except that in the case of certain side street lots the distance of set-back may be less as approved by the Architectural Committee. No dwelling or structure shall be erected nearer than ten (10) feet to any side property line, excepting detached garages, and appurtenant buildings may be closer to the side and rear lots lines as defined in Pierce County General Zoning Resolution No. 1650, as Amended to date.

5. The main building on any of said lots in said tract shall be constructed or assembled on said tract and not moved thereon from elsewhere, and no further structures of any kind shall be erected or placed upon any lot in said tract until the style, design, appearance, and proposed location thereof shall have received the written approval of at least two members of said committee provided, however, if no committee is in existence or if said committee fails to approve or disapprove such style, design, appearance, or location within thirty (30) days after such plans have been submitted to it (accompanied by written application for such approval) or if no suit to enjoin the erection of such structure has been commenced prior to the completion thereof, then such approval, provided all other requirements contained herein are complied with, shall not be required. All frame buildings of any kind and description erected and placed on any lot in said tract shall be painted with at least two (2) coats of paint or stain.

6. No fence, hedge or boundary wall situated anywhere upon any lot shall have a height greater than six (6) feet above the graded surface of the ground upon which said fence or wall is situated, provided that sightly wire fence about or screen about tennis courts or other private recreational grounds outside the setback areas shall not be prohibited. All fences must be either grape stake, brick, rock, corral, or of a good grade siding unless otherwise approved by the Architectural Committee herein above named. (No vertical board fence will be allowed.) No fences in front of the rear one half of the lot shall be over three (3) feet in height and no fence other than a corral type or grape stake or brick wall, or stone wall, or siding shall be permitted; however, fences or walls higher than three (3) feet, in front of the rear line of the house, or garage to a point at the building line in front line of the house or garage may be approved if they enhance the architectural beauty of the house. All such front fences must be approved by the committee.

7. No dwelling shall be erected unless the roofing shall be wood shingle, slate, tile, wood shake, copper, or comparable material in quality or value. All roof tile must be terracotta or baked tile. No building shall be erected with cement block which are exposed on exterior of such building.

~~8. Any single family residence shall have a ground floor area of not less than sixteen hundred (1,600) square feet exclusive of garage, open porches, and patios. However, the Architectural Committee hereinbefore mentioned, may at its discretion, authorize in writing, the construction of a single family residential building on any lot in said tract, having a floor area not to exceed two hundred (200) square feet less than the minimum square foot area requirement as hereinabove set forth, provided that in the opinion of the said Architectural Committee the architectural design and construction of said proposed residential building shall not detract materially from the appearance and value of the property in said tract.~~

No minimum square footage, root area or cost is established. Rather than fix arbitrary standards, size will be controlled by the Architectural Committee. The important thing will be the compatibility of the home to its size and to its neighbors. We are aware that with thought and planning, a home of outstanding attraction can be built in as little as 500 square feet. We anticipate homes at Ketron Island will vary in size from about 500 square feet up to several thousand square feet. If you are in doubt concerning acceptability of plans, we suggest submission of tentative plans for tentative approval before you proceed.

9. It is expressly stipulated that no building on any lot of said tract shall at any time be utilized as a public boarding house, lodging house, sanitorium, hospital, rest home, asylum or institution of any kindred nature, any mercantile business, profession or business of any kind, nor shall any activity which is considered by the said Architectural Committee to become a nuisance to the neighborhood be permitted at any time upon any of the said property of said tract. In this Declaration the term "residential purposes" shall be deemed to indicate and include an appurtenant private garage building, servants quarters, or other appurtenant outbuilding or structures.

~~10. No garage, basement, outbuilding, shack, barn, tent, trailer or temporary structure placed or maintained on any lot in said tract shall at any time be used or occupied as a residence, either temporarily or permanently, nor shall any structure of a temporary character be used as residence. No dwelling on any lot in said tract shall be occupied while in course of construction~~

~~nor until made to comply with all conditions set forth herein, nor shall any trailer be parked on any lot.~~

No tents, trailers, campers, or any other temporary structure may be used as a permanent dwelling or left unoccupied.

11. No billboards or any advertising sign shall be placed or maintained on the said property; provided however, that notwithstanding anything to be contrary contained in this instrument, the subdivider, and its successors or assigns, may place and erect and maintain customary signs and offices for the accredited agents upon said tract and such signs and offices may be moved from time to time to other locations in said tract.

12. No noxious or offensive trade or activity shall be carried on upon any lot in said tract, nor shall anything be done thereon which may be or become a nuisance to the neighborhood, and no lot in said tract shall be used or maintained as a dumping ground for rubbish such as paint cans, leaves, lawn trimmings, etc. and at no time shall there be permitted or maintained any cattle, horses, hogs, goats, rabbits, poultry, or similar livestock on any lot in said tract. Nothing herein contained shall be construed as restricting the right to keep household pets upon said premises, except that dogs must be kept in a fenced area or on a leash whether licensed or not.

13. No derrick or other structure designed to use in boring mining or quarrying for water, oil, or natural gas, or precious mineral shall be erected, maintained or permitted upon any lot in said tract, nor shall any truck, semi-truck, or trailer larger than a 3/4 ton capacity be parked or kept any place on this subdivision including any public street.

14. Excepting for the purpose of actual construction upon such lot, no sand, gravel, or soil shall be removed from any lot in said tract; provided, however, that the subdivider, its successors or assigns, in carrying out the improvement and development of said property, shall have the right to remove or add to any soil on any lot in said tract and shall have the right to right to ingress and egress upon all lots for the purpose of grading and excavating thereon, of constructing and completing the street improvements, installation of public utilities, and to do any and all other things necessary to complete the general plan of improvement.

Unless suitable retaining walls are constructed to support earth, the natural angle of repose of the ground shall not be altered by excavation within five (5) feet of any boundary line of any lot in said tract by greater than a slope of five (5) feet horizontal to six (6) inches vertical; provided however, that nothing in this paragraph shall be construed to prevent any such altering in any manner, with or without retaining walls, by the subdividers, their successors or assigns in carrying out the development and improvement of said property.

~~15. No material shall be used for the construction of driveways excepting concrete to a minimum depth of three and one half (3 1/2) inches or Macadam or other approved "black top" material likewise to a minimum depth of four inches including base rock.~~

No material shall be used for the construction of driveways excepting concrete or Macadam or other approved "Black top" material. (Exceptions to this restriction are subject to Architectural Committee approval)

16. Upon commencement of construction of any dwelling within said tract, the same will be pursued with diligence and continuity so that the same will be complete within a period of one year, acts of God, labor disputes, material and supply shortages which are reasonably beyond the control of the builder, excepted.

17. No clothes lines and poles, clothes "trees" or other outdoor laundry drying device shall be so placed and installed on any lot as to be visible from any front or side street in said Tract. All such clothes drying installations shall be hidden from street view by garages or other pertinent outbuildings or suitable enclosed with shrubs, hedges, or other evergreen growth.

~~18. The owners of each lot in said tract shall from time of occupancy of the main dwelling on their lot erect and maintain a carriage light of approved design and which said carriage light shall have attached thereto an automatic clock timer. Said light shall be erected within the 25 foot front building setback line. The owners of each lot in said tract shall be responsible for maintaining said light on their respective lot, and for keeping said light lit from dark to dawn each night. The electrical power for each light shall run from the electric meter of lot owner to their own light by underground conduit, and all expenses in connection therewith shall be borne by the lot owner.~~

19. The work of construction of all buildings and structures shall be prosecuted diligently and continuously from commencement of construction until such buildings or structures are fully completed and painted. All structures shall be complete as to external appearance, including finished painting within 10 months from date of commencement of construction, unless prevented by cause beyond owner's control.

These conditions are to run with the land and shall be binding upon all parties and all persons claiming under them, subject to the right of change or modification hereinafter provided for a period of twenty-five (25) years from the date of recording of the final plat, and shall be as then in force automatically and without further notice, continued for a period of ten (10) years, and thereafter for successive periods of ten (10) years each without limitation, unless within six (6) months prior to the expiration of any successive then (10) year period thereafter, a written agreement executed by the then record owners of more than one-half (1/2) of the lots in said tract (but excluding the necessity for execution of said agreement by any holder, mortgagee, or trustee of any mortgage or deed of trust) is placed of record in the office the County Auditor, Pierce County, Washington, by the terms of which Agreement said conditions are revoked in whole or in part.

At any time and without regard to our limitation upon the method of change or revocation hereinbefore set forth in the paragraph first above, an amendment, change, modification, or termination of three conditions may be made by the mutual written agreement between the then owners of record (excluding mortgagees under mortgages and trustees under Deeds of Trust) of

not less than fifty-one (51%) percent of the lots in said tract, duly executed and placed of record in the office of the County Auditor of Pierce County, Washington.

As to owner and the owners successors in interest of any lot or lots in said tract, said conditions, all, and singular, are and shall be and are hereby made covenants running with the land and breach or violation of any thereof, or the continuance or any such breach or violation may be enjoined, abated, or remedied or damages may be recovered on account thereof by appropriate proceedings by the subdivider, its successors or assigns, or by any such owners successors in interest. But the breach of any of said conditions, or any re-entry by reason thereof, shall not defeat, affect, or render invalid the lien of any mortgage or deed of trust made in good faith and for value upon any lot or lots or portions of lots in said tract, but such conditions shall be binding upon and effective against any owner thereof whose title is acquired by foreclosure, trustees sale or otherwise, as to any subsequent breach.

If any clause, phrase, sentence or other portion of these conditions shall be or become illegal, null, or void for any reason or shall be held by any court of competent jurisdiction to be so, the remaining portions of these conditions shall not be affected thereby and such remaining portions shall remain in full force and effect.

Amendments to Declaration of Restrictions recorded under Auditor's Rec. Nos. 2250790, 2252482, 2255072, 2257148, 2260556, 2261391, 2261840, 2264038 and 2265262, as follows

FOR THE FOLLOWING DESCRIBED REAL PROPERTY:

Tract A, Ketron Sunrise Addition, Pierce County, Washington, according to plat recorded in Book 18 of plats, at Page 87;
Tract B, Ketron Sunrise Addition, Pierce County, Washington, according to plat recorded in Book 26 of Plats, at Pages 14 and 15.

Pursuant to said original restrictions recorded with the Auditor of Pierce County, Washington it is hereby mutually agreed by the owners of record, of not less than fifty-one percent (51%) of the lots in said Tract A and B, respectively, that said restrictions be amended and deleted as follows:

1. The Architectural Committee shall be composed of three (3) members, to wit: D.E. Morris, Charles R. Buchanan, and John P. Kihn.

2. The following paragraph of the original restrictions:

“All of the lots, plots, and parcels hereinbefore described are declared to be residential in character and no structure shall be erected or any building plot other than one detached single-family dwelling, not to exceed one story in height, with a private garage and other outbuildings incident to the residential use of the plot.”

shall be amended to read as follows:

“All of the lots, plots, and parcels hereinbefore described are declared to be residential or recreational in character and no structure shall be erected on any building plot other than one detached single-family dwelling with a private garage and other outbuildings incident to the residential recreational use of the plot.”

3. The following paragraph of the original restrictions:

“No dwelling shall be erected on any building plot having an average width of less than 90 feet, except that a dwelling may be constructed on any of the original lots in said tract, nor shall any of the original lots in said tract be subdivided, nor shall any dwelling house be erected or placed on any building plot resulting from rearrangement or resubdivision of the original lots as shown on the recorded plat of this tract.”

shall be deleted.

4. The following paragraph of the original restrictions:

“Any single family residence shall have a ground floor area of not less than sixteen hundred (1,600) square feet exclusive of garage, open porches, and patios. However, the Architectural Committee hereinbefore mentioned, may at its discretion, authorize in writing, the construction of a single family residential building on any lot in said tract having a floor area not to exceed two hundred (200) square feet less than the minimum square foot area requirements as hereinabove set forth, provided that in the opinion of said Architectural Committee the architectural design and construction of said proposed residential building shall not detract materially from the appearance and value of the property of said tract.”

shall be deleted and the following paragraph substituted therefor:

“No minimum square footage, root area or cost is established. Rather than fix arbitrary standards, size will be controlled by the Architectural Committee. The important thing will be the compatibility of the home to its size and to its neighbors. We are aware that with thought and planning, a home of outstanding attraction can be built in as little as 500 square feet. We anticipate homes at Ketron Island will vary in size from about 500 square feet up to several thousand square feet. If you are in doubt concerning acceptability of plans, we suggest submission of tentative plans for tentative approval before you proceed.”

5. The following paragraph of the original restrictions:

“No garage, basement, outbuilding, shack, barn, tent, trailer or temporary structure placed or maintained on any lot in said tract shall at any time be used or occupied as a residence, either temporarily or permanently, nor shall any structure of a temporary character be used as residence. No dwelling on any lot in said tract shall be occupied while in course of construction nor until made to comply with all conditions set forth herein, nor shall any trailer be parked on any lot.”

shall be deleted and the following paragraph substituted therefor:

“No tents, trailers, campers, or any other temporary structure may be used as a permanent dwelling or left unoccupied.”

6. The following paragraph of the original restrictions:

“No material shall be used for the construction of driveways excepting concrete to a minimum depth of three and one-half (3 1/2) inches or Macadam or other approved “black top” material likewise to a minimum depth of four inches including base rock.”

shall be amended to read as follows:

“No material shall be used for the construction of driveways excepting concrete or Macadam or other approved “Black top” material. (Exceptions to this restriction are subject to Architectural Committee approval)”

7. The following paragraph of the original restrictions:

“The owners of each lot in said tract shall from the time of occupancy of the main dwelling on their lot erect and maintain a carriage light of approved design and which said carriage light shall have attached thereto an automatic clock timer. Said light shall be erected within the 25 foot front building setback line. The owners of each lot in said tract shall be responsible for maintaining said light on their respective lot, and for keeping said light lit from dark to dawn each night. The electrical power for each light shall run from the electric meter of lot owner to their own light by underground conduit, and all expenses in connection therewith shall be borne by the lot owner.

shall be deleted.

8. The following restriction shall be added:

“The work of construction of all buildings and structures shall be prosecuted diligently and continuously from commencement of construction until such buildings or structures are fully completed and painted. All structures shall be complete as to external appearance, including finished painting within 10 months from date of commencement of construction, unless prevented by cause beyond owner’s control.”

-The End-

F:\WPFILES\LONG\Anderson-Ketron Islands\Ketron Sunrise Restrictions.doc