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AUDITOR, Pierce County, WASHINGTON

Sunrise Terrace Architecture Control Committee
11501 136th Ave. E.
Puyallup, WA 98374

Affidavit Confirming Agreement of Majority of Owners to Extend Duration
of Restrictive Covenants

Grantor: Sunrise Terrace Architecture Control Committee
Grantee: Public

Abbreviated Legal Description: FIFTH Addition, Sunrise Terrace
Section 12, Township 19, Range 04, Quarter 33

Reference Numbers:

Original Recording: APRIL 4, 1966
Instrument Number: 2141049
Located in: Book 1400 at page 329

Renewal Recording: June 24, 1988
Number: 8806240124
Located in: Vol. 492, page 514

The below listed members of the Sunrise Terrace Architectural Control Committee each have duly sworn upon their oaths that they have examined the instrument renewing the restriction in Sunrise Terrace Fifth Addition.

Drew Syman Carl Silvenal James Williams

Subscribed and sworn to before me this 24th day of April 2013



Kelly Jo Rawlings
Notary Public
6-29-14
My Commission Expires

PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR SUNRISE TERRACE

We, the undersigned, being all owners of that certain parcel of real estate hereinafter, which property is to be placed into a subdivision known as Sunrise Terrace, do hereby publish the following covenants and do hereby impose the same upon all the real property and all subsequent owners within the following described tract of land in Pierce County, Washington, to wit:

PROTECTIVE COVENANTS contained in instrument for SUNRISE TERRACE FIFTH ADDITION recorded April 4, 1966 under Auditors Fee No. 2141049 as follows:

1. No lot shall be used except for residential purposes.

2. No structure shall be erected or permitted to remain on any lot other than one detached single family dwelling, and private garage (may include such storage buildings as toolhouse, boat trailer port, greenhouse). No building shall be located on any lot nearer than 25 feet to a major street line, nor nearer than 20 feet to any local street line, nor nearer than 12 feet to any side lot line. (Provided, however, that with reference to irregularly shaped lots, the Architectural Control Committee shall have the right to waive the provisions hereof concerning distances from street lines and side lot lines.)

3. No building shall be constructed in such a position or in such a manner that it obstructs the major scenic view from an existing house or any building site, said major scenic view being Mount Rainier.

4. No noxious or offensive trade or 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. No animals or poultry other than household pets shall be kept on the property.

5. No trailer, basement, unfinished house, tent, shack, garage, or other outbuilding erected in the tract shall at any time be used as a residence temporarily, or permanently, nor shall any structure of a temporary character be used as a residence. The construction of all buildings and structures shall be prosecuted with reasonable diligence from commencement of construction until such buildings and structures are fully completed on the exterior and the exterior surfaces painted with two coats of paint on surfaces which are customarily painted. This shall be completed within six months from the start of construction. No building or structure shall be moved onto any land embraced in such subdivision from any land outside said subdivision. No building of any kind shall be erected or maintained on any residential lot prior to the erection of a dwelling house thereon except a contractor's construction shed, which may be used for storing lumber and equipment but in no event shall such shed be used for longer than six months. No structure shall be occupied as a residence until the installation of adequate plumbing, connected to a septic tank or sewer. Trailers may be used for guest purposes for a period not exceeding thirty days.

6. No machinery, appliance, immobile vehicles or structure shall be placed, parked, operated, or maintained upon any residential lot except as may be usual and customary in connection with the maintenance of a private residence. No excavation for stone, sand, gravel, or earth shall be made on said premises unless such excavation is necessary in connection with the erection of any approved structure thereon.

7. No billboards, signs, or advertisements, may be erected or maintained on any lot, provided, however, that permission is hereby granted for the erection and maintenance of not more than one signboard on each lot or tract as sold and conveyed, which signboard shall be not more than five square feet in size and may be used for the sole and exclusive purpose of advertising, for sale and lease, the lot or tract upon which it is erected.

8. No trash, ashes or other refuse may be thrown or dumped on any vacant lot in said subdivision. No building material of any kind shall be placed or stored upon any property in said subdivision until the owner is ready to commence construction, and then such material shall be placed within the property lines of the parcel of land upon which the structures are to be erected and shall not be placed in the streets.

9. The main floor level of the house shall be not less than 1300 square feet, exclusive of porches, carports or garages, except by committee approval.

10. No residential structure shall be placed or erected on any platted lot (or combination or fraction thereof) which has an area of less than 13,000 square feet or a width at the front building set-back line of less than 100 feet. Provided, however, that with reference to irregularly shaped lots, the Architectural Control Committee shall have the right to waive the provisions hereof concerning the lot width at the front building set-back line.

11. No dwelling, including garage, shall be built on any lot at a value of less than \$19,000. (excluding price of lot), based on cost levels prevailing on the date these covenants are recorded.

12. The Architectural Control Committee shall have the power to require the removal, trimming or topping of all trees, shrubs and other vegetation which block the view of Mount Rainier from another home. The guidelines for action by the committee will be as follows:

- a. At the time of construction of each home, the owner will be required to submit, in writing, a designation of that portion of the house which is to be called the major living area. All future reference to view of Mount Rainier will be made from that point.
- b. In general, no vegetation shall be permitted to grown to an elevation higher than the roof line of the house, unless permitted by the Architectural Control Committee.
- c. Existing trees will be subject to review by the Architectural Control Committee as each new home is built. When a decision is reached by the committee regarding the necessity to remove, top, or trim a tree, the decision will be regarded as final, except for subsequent growth of the tree.
- d. The cost of removal, topping, or trimming will be paid by the person requesting that the action be taken.
- e. It is desirable that all possible trees be permitted to remain. Each builder will be required to consult with the Architectural Control Committee to determine that the proposed placement of the house does not require unnecessary removal of trees.

13. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date of the recording of these covenants. The restrictions may then be extended by the majority vote of the then property owners.

14. If any purchaser or owner of any portion of said property, 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 any real estate situated in the said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent or enjoin him or them from so doing and/or to recover damages for such violations, and the failure of the owners of any real estate situated in said subdivision to enforce any of the restrictions herein set forth at the time of the violation shall not be deemed to be a waiver of the right to so do thereafter, or for subsequent or other violations.

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

16. The owners of lots in the subdivision shall have the right to elect among themselves a committee of six to serve as an Architectural Control committee(with Mr. Charles a. Peterson as ex-officio member with vote), for such term as follows: Two for a 3-year term, two for a 2-year term and two for a 1-year team. Each year two new members for the 3-year term shall be elected, and members of the Architectural Control Committee shall not succeed themselves. No building shall be erected, placed,

or altered on any of the building lots of said subdivision until the building plans, specifications, and lot plans showing the location of such building shall have been approved in writing as to the conformity and harmony of the external design with the previously designated restrictions by the said Architectural Control committee or by a majority thereof. Owner of the lot on which such building is to be constructed shall appear before the committee to review the plans before approval is given, should the committee so desire. In the event the said Architectural Control committee fails to approve or disapprove such design and location within twenty days after said plans and specifications have been submitted to it, then such approval will not be required as to such plans and specifications. If the Architectural Control Committee should fail to be selected or should fail to function as required by these restrictions, the board of Sunrise Terrace, INC. shall so act the powers, duties and responsibilities in accepting, approval, or rejecting any such plans, also handle complaints as may submitted to them.

17. It is agreed that "No Hunting" signs shall be posted by residential owners.

18. Composition roofs, uncovered tar, and reflective surfaces will not be permitted in the lots herein. Roof materials shall be shake, tile, or tar covered with rocks, or of other substance if approved by the Architectural Control Committee.

19. All power and telephone services and line extensions must be underground.

20. These covenants will become effective upon the day of the recording of this instrument, and shall apply to all property hereinbefore described notwithstanding the use of terms such as "lots," "platted lots," and "subdivision" herein.