

**INNIS ARDEN 3**  
**INNIS ARDEN NO 3897377**  
**Dated: April 29, 1949**  
**Recorded: April 29, 1949**

Table of Contents

1. General Provisions
2. Building Restrictions
3. Building Limits
4. Approval of Plans by Grantor
5. Moving of Buildings, Construction of Outbuildings
6. Prosecution of Construction Work
7. Excavation, Digging of Wells
8. Bathroom, Sink and Toilet Conveniences
9. Refuse Disposal, Storage of Material
10. Fences, Hedges
11. Noxious Use of Property: Spite Fences
12. Billboards, Signs
13. Reserves
14. Invalidated
15. Animals
16. Term of Restrictions

1. GENERAL PROVISIONS . The Grantor hereby certifies and declares that he has established and does hereby establish a general plan for the development, improvement, maintenance, and protection of the real property embraced in Innis Arden No. 3, according to the plat thereof recorded in Volume 46 of Plats, at pages 42,43,44, and 45, records of King County, Washington, and has established and does hereby establish the restrictive mutual easements hereinafter set forth, subject to which all tracts, parcels, lots and acres in Innis Arden No. 3 shall be held and/or sold by the Grantor, which are for the benefit of the real property embraced in said plat of Innis Arden No. 3 and of all persons who may become the owners thereof. These Restrictive Mutual Easements of Innis Arden No. 3 shall attach to and shall pass with said real property and each and every part and parcel thereof and shall bind all persons who may at any time and from time to time own said property and their respective successors in interest.

These restrictive mutual easements shall be deemed to be fully and sufficiently described and incorporated in any instrument or conveyance be designating or referring to the same as "Restrictive Mutual Easements of Innis Arden No.3".

The term "Grantor", wherever used in these Restrictive Mutual Easements of Innis Arden No.3, shall refer to W.E. Boeing or his Attorney in Fact; or in the event of the death of said W.E. Boeing, to his personal representative or representatives; or upon the termination of the probate of the estate of the said W.E. Boeing, to the trustee or trustees of the estate of the said W.E. Boeing; or upon the termination of such trust to the person, if any, receiving the greater number of lots in said Innis Arden No. .3 by device or inheritance from said W.E. Boeing; or to any person or persons or corporation owning land in said Innis Arden No. 3 to whom the rights of the Grantor as set forth in these mutual easements shall be specifically transferred.

All tracts in Innis Arden No. 3 shall be designated as residence tracts.

If the parties hereto, or any of them, or their heirs, executors, administrators or assigns, shall violate or attempt to violate any of the provisions of these Restrictive Mutual Easements of Innis Arden No. 3, it shall be lawful for any other person or persons owning any real property situated in Innis Arden No. 3 to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of said mutual easements, and either to prevent him or them from doing so or to recover damages or other dues for such violation.

Invalidation of any provisions, sentence or paragraph contained in these Restrictive Mutual Easements of Innis Arden No.3 by judgment or court order shall in no wise affect or invalidate any of the other provisions, sentences or paragraphs of said mutual easements, but the same shall be and remain in full force and effect.

2. BUILDING RESTRICTIONS. A building site shall consist of at least (a) one or more residence tracts as shown on said plat, or (b) a parcel composed of such residence tracts or portions thereof, the depth and frontage of which parcel shall equal or exceed the depth and frontage of full tracts in the immediate vicinity in the same block.

No building or structure shall be erected, constructed, maintained, or permitted upon such residence tract property except upon a building site as herein above defined. No building or structure shall be erected, constructed, maintained, or permitted on a building site except a single detached dwelling house, to be occupied by no more than one family. No house shall be constructed or permitted, which shall have less than the following minimum floor areas, exclusive of the area of garages, open entries, porches and patios, and the following minimum costs, to-wit:

In the case of a one and one-half or two-story house, the first floor area shall not be less than 800 square feet.

In the case of a one story house, the floor area shall not be less than 1200 square feet in the houses built upon the following lots, namely: All lots in Block 26; all lots in Block 27; Lots 1 to 13, inclusive, and Lots 61 to 66, inclusive, in Block 29; and Lots 1 to 22, inclusive, in Block 31. On all other lots the floor area of a one-story house shall not be less than 1,000 square feet.

No house shall be built upon the above named lots in Blocks 26,27, 29 and 31 which shall cost less than \$10,000; and no house shall be built upon any other lot or lots which shall cost less than \$5,000.

As appurtenant to any dwelling house in Innis Arden No. 3, a private garage, garden house, servants' quarters, pergola, conservatory, or structure for the housing of small animals or fowl, architecturally in harmony therewith and of permanent construction, may be erected within the building limits hereinafter set forth.

3. BUILDING LIMITS. No dwelling house or garage or any part thereof, or any other structure, (exclusive of fences and similar structures), shall be placed nearer to the front or street line of the building site on which it is located than the "Building Line" of said site as shown on said plat measured at the closest point of said structure to the said front or street line, or nearer to the side line of said site than 10 feet measured at the closest point of such structure to said side line, or nearer to the rear line of said site than 25 feet measured at the closest point of said structure to said rear line; provided, that this restriction shall not apply to any garage that be built in a terrace fronting on a street, but such garage must be more than 5 feet back of the line of such site margining the street; and provided, further, that on Lots 19 to 33, inclusive, in Block 27, garages may be built to within 5 feet of the easterly lot lines where the same abut upon the service road.

All garages built in a terrace shall not be over 10 feet in height and shall have flat roof, and not over one-half the area of the side walls thereof shall extend above the finished graded ground.

Where it is architecturally possible, it is recommended that all garages be incorporated in and made a part of the dwelling house. Where a garage is not a part of the dwelling house, and it is no necessary to construct same in a terrace, it shall not be located closer than 75 feet to the front line of the building site measured at the closest point to said line.

Chimneys, steps, eaves, gutters, bay, bow, or oriel windows, uncovered porches or paved terraces or other slight or minor projections may be constructed or placed on a dwelling house beyond the building limit as herein above set forth, providing such projections are not detrimental to other tracts or buildings and are first approved in writing by the Grantor.

4. APPROVAL OF PLANS BY GRANTOR. All buildings to be erected in Innis Arden No.3 must be approved by the Grantor. Complete plans and specifications of all proposed buildings, structures and exterior alterations, together with detailed plans showing proposed location of the same on the particular building site, shall be submitted to the Grantor before construction or alteration is started, and such construction or alterations shall not be started until written approval is given thereof by the Grantor. Said plans shall be prepared by an architect or competent house designer. A complete copy of said plans and specifications shall in each case be delivered to and permanently left with the Grantor. As to all improvements, construction and alterations in Innis Arden No.3, the Grantor shall have the right to refuse to approve any design, plan or color for such improvements construction or alterations which is not suitable or desirable, in Grantor's opinion, for any reason, aesthetic or otherwise, and in so passing upon such design, Grantor shall have the right to take into consideration the suitability of the proposed building or other structure, and the material of which it is to be built, and the exterior color scheme, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the buildings or other structure or alterations therein as planned on the outlook of the adjacent or neighboring property, and the effect or impairment that said structures will have on the view of surrounding building sites, and any and all other factors which, in the Grantor's opinion, shall affect the desirability or suitability proposed structure, improvements or alterations.

If the Grantor fails to approve or disapprove said plans and specifications within thirty days after the same have been submitted to him, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and the provisions of this paragraph will be deemed to have been fully complied with.

The Grantor shall have the right to appoint a committee of residents of Innis Arden No.3 or a community club or other organization comprised principally of residents of Innis Arden, Innis Arden No.2 and/or Innis Arden No.3, for such time and upon such conditions as he may designate, to exercise the powers reserved in this paragraph to the Grantor, and in such case Grantor shall incur no liability for any act or omission of such committee, club or other organization.

5. MOVING OF BUILDINGS, CONSTRUCTION OF OUTBUILDINGS. No building or structure shall be moved onto any land embraced in said plat from any land outside of said plat except a new prefabricated structure of a type and design approved by the Grantor. No trailer shall be maintained on a building site as a residence. No trailer shall be stored anywhere in the Addition except entirely within a garage. No building of any kind shall be erected or maintained on a building site prior to the erection of the dwelling house thereon, except that a garage or other small building of permanent construction may be erected for the storing of tools and other articles prior to the erection of a permanent dwelling house, but shall not be used as a domicile.

6. PROSECUTION OF CONSTRUCTION WORK. The work of construction of all buildings and structures shall be prosecuted diligently and continuously from commencement of construction until such buildings and structures are fully completed and painted. All structures shall be completed as to external appearance, including finished painting, within eight months from date of commencement of construction, unless prevented by cause beyond the owner's control.

7. EXCAVATION, DIGGING OF WELLS. No well of any kind shall be dug or operated on any said property, nor shall any machinery, appliance or structure or unsightly material be placed upon, stored or maintained thereon; nor shall any excavation for stone, sand, gravel or earth be made on said premises unless, such excavation is necessary in connection with the erection of an improved structure thereon.

8. BATHROOM, SINK AND TOILET CONVENIENCES. All bathroom, sink and toilet conveniences shall be inside of house or building and shall be connected by underground pipes with a private septic tank of a depth and type of construction approved by King County and State of Washington Health Authorities. The drains from said septic tank shall be kept within the building limits of each tract as herein above described. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain, unless it has first passed through an absorption field approved by the health

authorities. Provided however, that when a sewer line is constructed to within 100 feet of any portion of the building site upon which said house or building is located, said bathroom, sink and toilet conveniences shall, within ninety days after the completion of said sewer line, be connected with said sewer pipe, if it is possible to connect therewith. Nothing herein shall impose upon the Grantor any obligation to construct such sewer.

9. REFUSE DISPOSAL, STORAGE OF MATERIAL. No trash, garbage, ashes or other refuse may be thrown, dumped or otherwise disposed of on any tract, vacant or otherwise, in said Addition. No building material of any kind shall be placed or stored upon any property in said Addition until the owner is ready to commence construction, and then such material shall be placed within the property line of the building site upon which structures are to be erected, and shall not be placed in the streets or between the curb and property line.

10. FENCES, HEDGES. No fence, hedge or boundary wall situated anywhere upon any tract shall have a height above the finished graded surface of the ground upon which such fence, hedge or wall is situated greater than 6 feet or such other lesser height as the Grantor may specify, nor shall any fence, hedge or wall situated on any building site between said "Building Line" and the line of the street fronting on said building site have a height greater than 4 feet above the finished graded surface of the ground upon which such fence, hedge or wall is situated, unless the written permission of the Grantor is first obtained.

11. NOXIOUS USE OF PROPERTY: SPITE FENCES. No noxious or undesirable thing, trade or business or noxious or undesirable use of the property in said Addition whatsoever shall be permitted or maintained upon said property, or in said Addition. If the Grantor shall determine that any thing, trade, business or use is undesirable or noxious, such determination shall be conclusive on all parties. The construction or maintenance of a spite or nuisance wall, hedge, fence or tree shall be prohibited on said property. If the Grantor shall determine that any wall, fence, hedge or tree falls within the latter category such determination shall be conclusive on all parties.

12. BILLBOARDS, SIGNS. No signs of any kind or for any use, except public notices erected by a political subdivision of the state or as required by law, shall be erected, posted, painted or displayed upon "Residence Tracts" or "Reserves". A "Reserve" is property reserved by the Grantor as in the next succeeding paragraph provided. Signs on fences, billboards and like structures shall not be permitted. It is provided however, that the Grantor may erect and display signs during the period he is selling property in said Addition.

13. RESERVES. Reserve Tract M may be subdivided for residence purposes by the Grantor, in which case it shall become subject to all respect to these Restrictive Mutual Easements of Innis Arden No.3 in the same manner as all other residential tracts within the Addition, except that the Grantor may make such modifications thereof as in his judgement are desirable with respect to all or any part of the lots within said Tract M. Reserve Tract O shall be subject to a perpetual easement for the use and benefit of the Grantor for sewage treatment plants and facilities, sewage line and outfalls. Tracts M, N and O are not dedicated to the public but, except as above stated with respect to Tracts M and O, may be used for parks, bride-trails, playgrounds, community buildings and other community purposes (other than business). The Grantor may transfer all or any part of said tracts to a corporation or association formed by residents or owners of Innis Arden No.2, or to a corporation or association formed by residents or owners of Innis Arden, for community purposes, in the activities of which corporation or association residents of Innis Arden No.3 shall have the right to participate subject to reasonable restrictions and requirements imposed by such corporation or association.

14. Invalidated

15. ANIMALS. No hogs, cattle, horses, sheep, goats, or similar livestock shall be permitted or maintained on said property at any time. Chicken hens, pigeons, rabbits and other similar small livestock, not exceeding a total of twenty-five in number, shall be permitted but must be kept on the premises of the owner. Not more than one dog and cat may be kept for each building site. No pen, yard, run, hutch, coop

or other structure or area for the housing and keeping of the above described poultry or animals shall be built or maintained closer than 100 feet from the front line of any residence tract.

16. TERM OF RESTRICTIONS. These Restrictive Mutual Easements of Innis Arden No.3 shall run with the land and shall be binding upon all parties hereto and all persons claiming under them, until January 1, 1975, at which time said Restrictive, Mutual Easements of Innis Arden No.3 shall be automatically extended for successive periods of ten years unless the owner or owners of the legal title of not less than one hundred fifty (150) residence tracts, by an instrument or instruments in writing, duly signed and acknowledged by them, terminate or amend said Mutual Easements in so far as they pertain to residence tracts, and such termination or amendment shall become effective upon the filing of such instrument or instruments for record in the office of the Auditor of King County, Washington. Such instrument or instruments shall contain proper references to the records of said office by volume and page of both the recording of the Plat of Innis Arden No.3 and the recording of this Deed in which these Restrictive Mutual Easements of Innis Arden No.3 are set forth, and to the recording of all instruments of amendments thereof.

NOTE: By instrument recorded March 9, 1954, under Auditor's File No. 4424760, records of said county, which is a certified copy of resolution of the Board of Directors of The Innis Arden Club, Inc., it is disclosed that W.E. Boeing, the Grantor referred to in paragraph 4 above, has appointed The Innis Arden Club, Inc., as the agency to exercise the powers of approval reserved in paragraph 4. By instrument recorded September 16, 1960, under Recording No. 5239089, the executors of the estate of W.E. Boeing, the grantor referred to in paragraph 4 above, have also appointed The Innis Arden Club, Inc., as the agency to exercise the powers of approval reserved in paragraph 4.