

KNOW ALL MEN BY THESE PRESENTS: That POPE & TALBOT INC., a corporation, which heretofore platted Talbot Park, situated in the County of Snohomish, in the State of Washington, does hereby certify and declare that the restrictions, limitations, and conditions hereinafter set forth have been and are hereby established with respect to all lots and tracts in said plat; and

That all restrictions, limitations, and conditions hereinafter set forth shall be observed by, and binding upon each buyer, his heirs, personal representatives, Grantees, and successors in interest, and the same represent all understandings with each sale made by Pope & Talbot, Inc., of Tracts in said Talbot Park.

(1) BUILDING RESTRICTIONS AND LIMITATIONS:

All lots or tracts in Talbot Park shall be designated as "Residence Lots", and shall be used for Residential purposes only. No lots shall be re-subdivided into building lots having an area less than 12,000 square feet or a width of less than 65 feet.

No building shall be erected, placed or altered on any lot in Talbot Park until the building plans, specifications and plot plan, showing the location of such building, have been approved in writing by Pope & Talbot, Inc. or its nominee as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation. Such approval or disapproval shall be made within thirty (30) days from date of submission of plans. In the event Pope & Talbot or its nominee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, 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 this covenant will be deemed to have been fully complied with.

No building or structures shall be moved onto any land or lot embraced within the Plat of Talbot Park from any land outside of said plat, except a new prefabricated structure of a type and design approved by Pope & Talbot, Inc.

No building, structure, trailer or tent of any kind shall be erected or maintained on a building site prior to the erection of the main 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. The permission hereby granted to erect a permanent garage or other building prior to construction of the main dwelling house shall not be construed to permit the construction of any building of any nature at any time, without the approval required by the second preceding subparagraph.

No building shall be erected on any lot nearer than 20 feet from the front or back lot line; nor nearer than 5 feet from any side lot line. On corner lots, no building wall shall be permitted nearer than ten (10) feet from the side street line.

No structure shall be erected, altered, placed or permitted to remain on any building site other than one detached single family dwelling, for single family occupancy only, the habitable first floor area of which, exclusive of garage, open entries, porches and patio, shall not be less than eight hundred (800) square feet, and not to exceed two stories in height, a private garage for not more than three (3) cars, servant quarters and other out buildings incidental to residential use of the premises, including a guest house, not exceeding four hundred (400) square feet of floor area, which shall not be used as a continuous place of habitation.

No structure or area for the housing or keeping of birds or animals shall be built or maintained closer than seventy-five (75) feet from the front or back lot lines or twenty (20) feet from the side lines of any tract.

No excavation for stone, sand, gravel or earth may be made on any lot unless such excavation is necessary in connection with the erection of an approved structure thereon, or for landscaping purposes.

All plumbing and sanitary conveniences shall be inside a house or building; and until public sewers are available, all sewage disposal shall be by means of Septic Tank and Tile Disposal Fields, in accordance with the regulations of the State of Washington Department of Public Health and the Local Authority.

The work of construction of all buildings and structures shall be prosecuted diligently and continuously from commencement of construction until the exterior of such buildings and structures are completed and painted.

Notwithstanding any restrictions, limitations, conditions or provisions set forth in this declaration, Pope & Talbot, Inc. may maintain a Sales Office on any unsold tract in Talbot Park so long as it shall desire.

(2) NOXIOUS USE OF PROPERTY:

No noxious, illegal or offensive use of land 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 fence or hedge shall be erected or permitted to remain or allowed to grow to a height exceeding six (6) feet.

No goods, equipment, trucks, vehicles or paraphernalia used or designed for use in connection with any business, service or trade shall be kept or stored in the open on any lot in Talbot Park in quantities or in a manner which is unsightly or objectionable to other owners of property in the vicinity.

(3) SIGNS AND BILLBOARDS:

No signs or billboards of any kind whatsoever, except public notices required by law, shall be erected, posted or displayed upon any lot or tract or road in Talbot Park. It is provided, however, that Pope & Talbot, Inc. may erect and display signs in this addition during the period of sales.

(4) TREES:

The care and maintenance of trees and liability for damage or injury therefrom, on tracts or lots in Talbot Park shall be the responsibility of the respective owners of each such tract or lot, provided, however, that in determining responsibility for such care and maintenance or liability for any damage or injury from trees (or other vegetation), the term "Owners" herein shall for the purposes of this paragraph and as to tracts or lots which are the subject of contracts of purchase and sale, refer to the contract vendee only, to the exclusion of the contract vendor thereof.

(5) CREEK PROPERTY:

The owner or owners of any creek property in Talbot Park shall be bound by all laws and regulations of the U. S. Government, State of Washington and County Authorities pertaining to the use and ownership of creeks.

(6) RACIAL RESTRICTIONS:

No person of any race other than the White or Caucasian Race shall use or occupy any building or any lot in Talbot Park, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

(7) ANIMALS:

No hogs, cattle, horses, sheep, goats or similar livestock shall be permitted or maintained on said property at any time. Birds, rabbits and

other similar small livestock not exceeding a total of 25 in number shall be permitted but must be kept on the premises of the owner. Cats and Dogs may be maintained as household pets but must be confined to the premises of the owner.

(8) EASEMENTS:

Easements affecting all lots are reserved as shown on the recorded plat for the installation and maintenance of public utilities.

(9) TERM OF RESTRICTIONS:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until May 1, 1973, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of sixty-five (65) per cent of the then owners of the lots it is agreed to change said covenants in whole or in part.

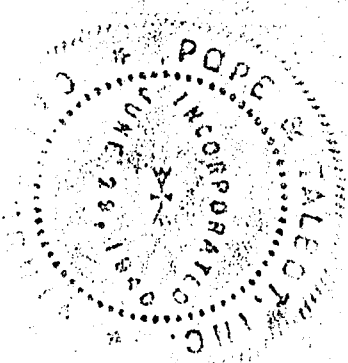
(10) VIOLATION:

If the parties hereto, or any of them, 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 property situated in said development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues from such violations.

(11) INVALIDATION:

Invalidation of any 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.

IN WITNESS WHEREOF, said Pope & Talbot, Inc., a corporation, has executed the foregoing declaration, by its officers undersigned thereunto duly authorized, this 16th day of April, 1948.



POPE & TALBOT, INC.

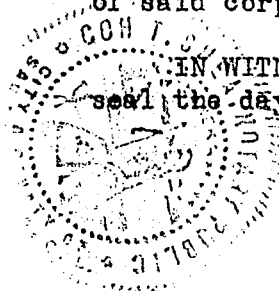
By [Signature]  
Its President

ATTEST:

[Signature]  
Its Secretary

STATE OF CALIFORNIA,) )  
CITY AND COUNTY OF ) SS  
SAN FRANCISCO )

THIS IS TO CERTIFY, That on this 16th day of April, 1948, before me, the undersigned, a Notary Public in and for the State of California, duly commissioned and sworn, personally appeared GEORGE A. POPE, JR. and JOS. L. PAIVA, to me known to be the President and Secretary, respectively of POPE & TALBOT, INC., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written

[Signature] (Con T. Shea)  
NOTARY PUBLIC in and for the City  
and County of San Francisco,  
State of California

My Commission expires Dec. 16, 1950



# TALBOT PARK

For Declaration of Restrictions, etc.,  
re all lots in this plat, see Vol. 4119  
of Deeds, Page 151.  
GEO. P. DUBUQUE  
County Auditor

107  
SIEVERS & DUECY  
CIVIL ENGR.

## DESCRIPTION

The Plat of Talbot Park embraces the following described tract of land; Commencing at the Southwest corner of Section 7 T27N, R4E; thence S89°15'50"E along the South line of said Section 7 for 2566.77 ft to the true point of beginning; thence continue S89°15'50"E for 792.79 ft to the Southeast corner of Government Lot 5 in said Section 7; thence N1°00'57"E along the East line of said Gov't Lot 5 for 1299.13 ft to the Southwest corner of Gov't Lot 4; thence S89°05'33"E along the South line of said Gov't Lot 4 for 1327.42 ft to the Southwest corner of Gov't Lot 3; thence S89°05'33"E along the South line of said Gov't Lot 3 for 1329.04 ft to the Southeast corner of said Gov't Lot 3; thence N1°07'16"E along the East line of said Gov't Lot 3 for 1311.36 ft; thence N44°17'E for 216.72 ft; thence N45°43'W for 474.10 ft to an intersection with the Southeasterly right of way margin of the Great Northern Railroad Company's right of way; thence angle to the left 89°11'32" to the point of tangency of a curve to the right having a radius of 5779.65 ft and consuming an angle of 2°42'02"; thence follow said curve to the right for 272.70 ft; thence S47°47'40"W for 716.10 ft; thence follow the arc of a curve to the right having a radius of 1005.37 ft and consuming an angle of 39°47' for 698.08 ft; thence S87°34'40"W for 263.36 ft; thence follow the arc of a curve to the left having a radius of 905.37 ft and consuming an angle of 21°18' for 336.58 ft; thence follow the arc of a curve to the left having a radius of 2814.93 and consuming an angle of 10°00' for 491.30 ft; thence follow the arc of a curve to the left having a radius of 1860.08 ft and consuming an angle of 17°24' for 564.88 ft; thence follow the arc of a curve to the left having a radius of 5679.65 ft and consuming an angle of 3°00' for 297.39 ft; thence S35°52'40"W for 546.72 ft; thence S0°59'35"W for 733.88 ft to the true point of beginning.

## ENGINEER'S CERTIFICATE

I, Howard F. Sievers, Partner of Sievers and Duecy, Civil Engineer, do hereby certify that the annexed Plat of Talbot Park is based on an actual survey and that all lots have been staked and monuments set as shown thereon.

Howard F. Sievers  
PROFESSIONAL ENGINEER

## RECORDING

#885320  
Filed for record at the request of  
SIEVERS & DUECY at 17 minutes  
past 3 o'clock P.M. on this 9  
day of JULY - AD. 1948 and  
recorded on page 107 volume 12  
of Plats, records of Snohomish  
County, Washington.

Geo. P. Dubuque  
AUDITOR, SNOHOMISH COUNTY  
By Victor Larson  
Dep. Co. Aud.

## DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that Pope and Talbot Inc., a corporation, organized and existing under the laws of the State of California, and having its principal place of business in the City of San Francisco, owner in fee simple of the tract of land platted in this Plat of Talbot Park, hereby declare this plat and dedicate to the use of the public forever, all streets and roads shown hereon and the use thereof for any and all public purposes. Also the right to make all necessary slopes for cuts and fills upon the lots and blocks shown thereon in the original reasonable grading of all the streets and roads shown thereon; and also reserve a five (5) foot easement adjacent to and abutting upon all road right of way margins for the erection, construction and maintenance of water mains, and poles, wires and conduits for the transmission of electricity for lighting, telephone and other purposes, and for the necessary attachments in connection therewith. Said easement shown on the annexed plat of Talbot Park.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this 16th day of April - AD. 1948.

## ACKNOWLEDGMENT

STATE OF CALIFORNIA  
CITY AND COUNTY OF SAN FRANCISCO } S.S.

This is to certify that on this 16th day of April - AD. 1948, before me, the undersigned, a notary public, personally appeared GEORGE A. POPE, JR. and JOSE L. PAIVA, president and secretary respectively of Pope & Talbot Inc., to me known to be the officers of the corporation which executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and they on oath stated that they were authorized by said corporation to execute said instrument and that the seal of said corporation hereto affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written. My Commission expires 16th day of DECEMBER, 1950.

## TREASURER'S CERTIFICATE

I, Verne Sievers, Treasurer of Snohomish County Washington, do hereby certify that all of the taxes on the above described property have been paid up to and including the year 1949

## APPROVALS

Examined and approved on this 6 day of JULY - 1948

Examined and approved on this 6 day of JULY - 1948  
BOARD OF COUNTY COMMISSIONERS

FOR REPT OF LOTS 39, 40 & 41, THIS PLAT SEE  
VOLUME 32 OF PLATS, PAGE 69, MOUNT BAKER  
SERVING ADDITION, STRALEY DUBUQUE COUNTY AUDITOR  
BY: MINTON H. NEHER, DEPUTY

