

779-93 mug  
g

DECLARATION OF  
PROTECTIVE COVENANTS, CONDITIONS & RESTRICTIONS  
WEST CAMPUS DIVISION 2

THIS INDENTURE AND DECLARATION running with the land, made this 9<sup>th</sup>  
day of July, 1979, by THE QUADRANT CORPORATION, a Washington corporation  
("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner in fee of certain real property (the "Real Property") described as West Campus Division 2, consisting of Lots 1 through 158 (the "Lots"), as recorded in Volume 107 of Plat's, pages 99 through 101 inclusive, records of King County, Washington; and

WHEREAS, Declarant desires to impose certain protective covenants upon the Real Property for the mutual benefit of all owners, present and future;

NOW THEREFORE, Declarant hereby declares as follows:

ARTICLE I

- 1.1 Declaration. The Lots shall be held, sold and conveyed subject to the easements, covenants, conditions and restrictions set forth herein, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots. Such easements, covenants, conditions and restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in any Lot and shall inure to the benefit of each owner thereof; and are imposed upon each Lot as a servitude in favor of each and every other Lot as the dominant tenement or tenements.
- 1.2 Term. This Declaration shall be effective for an initial term, expiring June 30, 2008, and thereafter by automatic extension for successive periods of ten (10) years each, unless terminated, at the expiration of the initial term or any succeeding ten year term by a Termination Agreement executed by the then owners of not less than seventy-five percent (75%) of the Lots then subject to this Declaration.
- 1.3 Architectural Control Committee. The Architectural Control Committee ("ACC") shall consist of three (3) members who shall be appointed initially by Declarant and remain in office until such time as ninety percent (90%) of the Lots subject to this Declaration and any Supplemental Declarations have been built upon and conveyed from the home builder to a buyer, but in no event longer than June 30, 1983. From and after such time the ACC shall be composed of three (3) or more representatives elected by a majority of the owners of the Lots.

ARTICLE II

- 2.1 Easements. On each Lot, an easement is reserved under and upon five foot strips of land parallel and adjacent to front and rear boundary lines and to side street boundary lines, and under and upon two end one-half (2-1/2) foot strips of land adjacent to the side boundary lines (except any side street boundary lines) for utility installation and maintenance, including but not limited to power, telephone, water, sewer, drainage and gas, together with the right to enter upon the Lot at all times for such purposes. Additional utility easements are reserved as shown on the recorded plat and others may also be recorded if required by governmental agencies or other bodies. Within such strips no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change, obstruct or retard the flow of water through drainage channels. Such easement areas and all improvements therein shall be maintained by the owner of the Lot, except as to utilities services improvements located therein which are the responsibility of the utility entity owning such improvements.

RECORDED THIS DAY

by 10 11 1979

7907100912

6-6-79

- 2.2 Setbacks. No building shall be located on any Lot nearer to the front lot line or nearer to the side street than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any Lot nearer than 20 feet to the front line, or nearer than 15 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line. No dwelling shall be located on an interior Lot nearer than an average of 20 feet to the rear lot line. For purposes of this covenant, eaves, steps and open porches shall not be considered a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

#### ARTICLE III

- 7907100912
- 3.1 Site Preparation. Clearing and grading, including but not limited to the cutting or transplanting of natural vegetation from any Lot, shall not be undertaken until plans for the single family dwelling to be constructed thereon are approved by the ACC as provided for herein.
- 3.2 Construction Approval. No building or other structure shall be commenced, erected or altered upon any Lot, nor shall any exterior addition be made until the construction plans and specifications and a plot plan showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing by the ACC as to harmony of exterior design and location in relation to and its effect upon, surrounding structures and topography. If the ACC fails to approve or disapprove such design and location within thirty (30) days after such plans and specifications have been received by it, approval will not be required, and this Article will be deemed to have been fully complied with. All plans, specifications and plot plans are to be submitted to the Committee at the following address: West Campus Division 2 Architectural Control Committee, c/o The Quadrant Corporation, P. O. Box 130, Bellevue, Washington 98009, or at such other address as may hereafter be given in writing to the lot owners by the Declarant or the ACC.
- 3.3 Construction Time. Any dwelling or structure erected or placed on any lot shall be completed as to external appearance, including finish painting, within 9 months from date of start of construction except for reasons beyond control of the lot owner, in which case a longer period may be permitted if approved by the ACC.
- 3.4 Size of Improvement. Single family dwelling units, including covered parking shall occupy not less than 1,000 square feet of ground coverage, and have a living area of not less than 1,500 square feet.
- 3.5 Roofs. Roofs on all buildings must be finished with cedar shakes or shingles unless approval for use of other material is granted by the ACC.
- 3.6 Driveways. All driveways shall be concrete unless approval for use of other material is granted by the ACC.
- 3.7 Fences. No fence, wall or hedge shall be erected or placed on any lot nearer to any street than the minimum building setback line, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two feet above the finished grade at the back of said wall. Fences bordering green belt areas shall be of unstained cedar or redwood, not to exceed six feet in height, with finished side facing green belt areas. No chain link fencing shall be visible from any street or green belt area.

#### ARTICLE IV

- 4.1 Business & Commercial Use. Except for builders' temporary sales offices and model homes, no Lot shall be used for other than one detached single family dwelling with parking for not more than three cars, and no trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried on upon any Lot or within any building located on a Lot; nor shall any goods, materials or supplies used in connection with any trade, service or business, wherever the same may be conducted, be kept or stored, outside any building on any Lot; nor shall any goods, used for private purposes and not for trade or business be kept or stored outside any building on any Lot.

7907100912

- 4.2 Maintenance of Structures & Landscape. All structures upon a Lot shall at all times be maintained in good condition and repair and be properly painted. All trees, hedges, shrubs, flowers and lawns shall be maintained and cultivated so that the Lot is not detrimental to the neighborhood as a whole. Slope banks upon any Lot shall be properly watered and maintained by the owner thereof.
- 4.3 Vehicles. No transportation vehicles, including but not limited to boats, campers and trailers, whether operable or not, of any kind shall be stored, maintained, or constructed on any Lot or street in such a manner as to be visible from the street or neighboring lots. For purposes of this section, any vehicle shall be deemed stored if not removed from the Lot and/or street for a minimum of four hours during each 48 hour period.
- 4.4 Pets. No animals or fowls shall be raised, kept or permitted on any Lot excepting only domestic dogs or cats and excepting caged pet birds kept within the dwelling unit, provided such dogs, cats and pet birds are not permitted to run at large and are not kept, bred or raised for commercial purposes or in unreasonable numbers. No such household pet which is or becomes an annoyance or nuisance to the neighborhood shall thereafter be kept on any Lot.
- 4.5 Garbage & Trash. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers properly screened and shielded from adjacent properties. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No trash, refuse pile, vehicles, underbrush, compost pile or other unsightly growth or objects shall be allowed to group, accumulate or remain on any Lot so as to be a detriment to the neighborhood or become a fire hazard.
- 4.6 Noxious Or Offensive Activity. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood or detract from its value.
- 4.7 Water & Sewage Systems. Private wells and water supply systems and private sewerage (septic) systems are prohibited.
- 4.8 Temporary Residence. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or any other outbuilding shall be used on any Lot at any time as a residence.
- 4.9 Drilling, Mining, Etc. Exploration for and recovery of minerals, oil and gas, sand and gravel or other materials, by any means or method, is prohibited.
- 4.10 Mailboxes. Declarant will provide one U.S. Postal System approved mailbox for each Lot at an approved cluster location within reasonable proximity to the dwellings served thereby. Thereafter Lot owners shall be obliged to maintain, repair or replace their respective mailboxes.
- 4.11 Signs. All signs and advertising devices for display to public view are prohibited except one sign, not to exceed 18 inches by 24 inches, advertising the Lot (whereon posted) for sale or rent by the owner thereof or such owner's authorized agent.

#### ARTICLE V

- 5.1 Amendment. This Declaration can be amended by an affirmative vote of the owners of not less than seventy-five percent (75%) of the Lots.
- 5.2 Enforcement. Declarant, the ACC or any Lot owner shall have the right to enforce any provision of this Declaration or to recover damages resulting from any violation thereof by any proceeding at law or in equity. Thirty (30) days after written notice to the owner of any Lot setting forth a violation, Declarant, the ACC or the agent of either may enter upon such Lot, which entry shall not be deemed a trespass, and take whatever steps are necessary to correct the violation. The expenses thereof, if not paid by such owner within thirty (30) days after written notice and billing, may be filed as a lien upon such lot. Failure of Declarant, the ACC or any Lot owner to enforce any provision herein shall in no event be deemed a waiver of the right to do so.

- 5.3 Severability. Invalidation of any provision hereof shall not affect the other provisions, which shall remain in full force and effect.
- 5.4 Notice. Any notice required hereunder shall be deemed effective when personally delivered or when mailed by certified mail to the owner of public record at the time of such mailing to such owner's address as appears on the King County Tax Records.

IN WITNESS WHEREOF, the Declarant has hereunto set its hand and corporate seal this 9<sup>th</sup> day of July, 1979.

THE QUADRANT CORPORATION

By: Hugh J. Fitzgerald  
 Hugh J. Fitzgerald  
 Senior Vice President

7907100912

STATE OF WASHINGTON }  
 COUNTY OF KING } ss.

On this 9<sup>th</sup> day of July, 1979, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared HUGH J. FITZGERALD to me known to be the Senior Vice 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 corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Judith R. B. Abouli  
 Notary Public in and for the State of Washington, residing at Bellvue