

PROTECTIVE COVENANTS RUNNING WITH LAND

THIS INDENTURE AND declaration of covenants running with the land, made this 19 day of JANUARY, 1983, by Prestige Homes, Inc.

WITNESSETH:

WHEREAS, said parties are the owners in fee of Hollymor, an addition to King County, Washington, as recorded in Volume 123 of plats, Pages 29 to 32, records of King County, which property is located in King County, Washington, and,

WHEREAS, it is the desire of said parties that said covenants be recorded and that said protective covenants be thereby impressed upon said land, now therefore

IT IS HEREBY MADE KNOWN THAT said parties do by these presents make, establish, confirm and hereby impress upon Hollymor, an addition to King County, Washington, according to plat thereof recorded in Volume 123 of Plats, Pages 29 to 32, records of King County, Washington, which property is all located in King County, Washington, the following protective covenants to run with said land, and do hereby bond said parties and all of their future grantees, assignees and successors to said covenants for the term hereinafter stated and as follows:

1. The area covered by these covenants is the entire area described above.
2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than three cars.
3. It is the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches, garages and basements, shall not be less than 1,100 square feet for a one-story dwelling nor less than 800 square feet for a dwelling of more than one story.
4. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet and the side two and one-half feet of each lot. Within these easements, 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 the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
5. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.

FILED for Record at Request of \_\_\_\_\_  
 Name Hugh G. Goldsmith & Assoc.  
 Address 501 Lyon Blvd.  
Seattle, Wa. 98104.

Produced Pursuant to Protective Order in Case No. 02-2-00000-1  
 All information contained within this document is believed to be accurate and is from reliable sources but is offered without warranty or guarantee.

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6. 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, either temporarily or permanently.
7. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finish painting, within nine (9) months from date of start of construction except for reasons beyond control, in which case a longer period may be permitted.
8. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. In any case, King County regulations shall prevail where more restrictive.
9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.
10. No lot shall be used or maintained as a dumping ground for rubbish; trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
11. No individual water supply system shall be permitted on any lot.
12. No lot shall be subdivided whereby the resulting lot is smaller than the original lot. (Lots may be divided and grouped together to form larger tracts.)
13. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
14. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality or workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot unless similarly approved. Approval shall be as provided in Paragraph 16.
15. The Architectural Control Committee is composed of:

<u>Name</u>	<u>Address</u>
J. W. Morrison	P. O. Box 407 Kenmore, WA 98028
E. S. Lund	P. O. Box 407 Kenmore, WA. 98028
C. G. Wichser	P. O. Box 407 Kenmore, WA. 98028

