

DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS AFFECTING
MOUNT CLARE ESTATES

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WHEREAS, NuPacific Company, Inc., an Oregon Corporation, hereinafter referred to as "Declarant", is the owner of certain real property situated in the County of King, State of Washington, known as MOUNT CLARE ESTATES:

WHEREAS, MOUNT CLARE ESTATES is a duly recorded plat; and,

WHEREAS, the Declarant desires to declare of public record certain Protective Covenants, Conditions and Restrictions upon the ownership of said real property:

NOW, THEREFORE, in consideration of the foregoing, the Declarant does hereby declare that the following Protective Covenants, Conditions and Restrictions:

1. Shall become and are hereby made a part of all conveyances of the Lots numbered one (1) through fifty-nine (59) inclusive, within the plat of MOUNT CLARE ESTATES, recorded on the 13TH day of JUNE, 1979, in Book 111 of Plats at Page(s) THRU 5 of the Records of King County Auditor, King County, State of Washington; and,
2. Shall by reference become a part of any such conveyances and shall apply thereto as fully and with the same affect as if set forth at large therein.

ARTICLE I: DEFINITIONS

- 1.01 "Declarant" shall mean the NuPacific Company, Inc., an Oregon Corporation, its successors and assigns.
- 1.02 "Owner" shall mean the owner of record, whether one or more persons or entities of a fee simple title to any Lot which is a part of MOUNT CLARE ESTATES, including contract sellers.
- 1.03 "MOUNT CLARE ESTATES" shall mean all real property now and hereafter contained in the plat of MOUNT CLARE ESTATES.

RECORDED KC RECORDS

JUN 13 1979

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FILED for Record at Request of

Jim Keller

P.O. Box 1877

Bellevue, WA 98007

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1.04 lots and plots of land designated for residential within MOUNT CLARE ESTATES and identified on the plats thereof by Arabic numerals

1.05 "These Covenants" shall mean the Protective Covenants, Conditions and Restrictions as set forth in this Declaration with respect to MOUNT CLARE ESTATES, together with the Architectural Control Committee Rules as set forth in Article IV hereof, as the same may be amended and supplemented from time to time in accordance with the provisions of this Declaration.

ARTICLE II: PROPERTIES SUBJECT TO THESE COVENANTS

2.01 MOUNT CLARE ESTATES

The Declarant hereby declares that all of the real property described below is owned and shall be owned, conveyed, hypothecated, encumbered, used, occupied and improved subject to these Covenants:

The real property identified and contained by that certain plat entitled MOUNT CLARE ESTATES recorded on the _____ day of _____, 19____, in Book _____ of Plats at Page(s) _____ of the records of King County Auditor, King County, State of Washington.

ARTICLE III: GENERAL PROTECTIVE COVENANTS

3.01 Residential Use

All lots in MOUNT CLARE ESTATES shall be used only as residential lots. No structures of any kind shall be erected or permitted to remain on any Lot other than single family residences and structures normally accessory to such residences, except a stable for horses, as permitted by the appropriate County Ordinances, and excepting the right of any homebuilder and the Declarant to use any single family residence as a sales office or model home for purposes of sales in MOUNT CLARE ESTATES.

3.02 Business and Commercial Uses

No trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any Lot, nor shall any goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business, be kept or stored on any Lot, excepting the right of any homebuilder and the Declarant to construct residences on any Lot, to store construction materials and equipment on said lots in the normal course of said construction, and to use any single family residence as a sales office or model home for purposes of sales in MOUNT CLARE ESTATES. No activity shall

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be engaged in on any Lot which is or may become an annoyance or nuisance to the surrounding Owners, excepting the construction of single family residences on any Lot.

3.03 Temporary and Mobile Structures

No outbuildings erected or placed on any Lot, nor similar structures of a temporary character, nor any mobile home shall at any time be used as a residence, whether temporarily or permanently.

3.04 Rubbish and Trash

No Lot shall be used as a dump for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal and out of public view. Yard rakings and dirt and other material resulting from landscaping work shall not be dumped onto streets or any Lots.

3.05 Maintenance of Structures and Grounds

Each Owner shall maintain his Lot and residence thereon in a clean and attractive condition, in good repair and in such fashion as not to create a fire hazard.

3.06 Vehicles in Disrepair

No Owner shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked upon any Lot or on any street for a period in excess of forty-eight (48) hours. A vehicle shall be deemed to be in an "extreme state of disrepair" when its presence offends the occupants of the neighborhood.

3.07 Offensive Activities

No noxious or offensive activity shall be carried on within any Lot, nor shall anything be done or placed upon any Lot which interferes with or jeopardizes any Owner's use and enjoyment of his Lot in MOUNT CLARE ESTATES.

3.08 Animals

No animal or fowl of any kind shall be raised, bred or kept on any Lot, except that cats, dogs, birds, horses or other household pets may be kept if they are not bred or maintained for any commercial purpose, and in any event they shall not be kept in numbers or under conditions so as to interfere with or jeopardize any Owner's use and enjoyment of his Lot in MOUNT CLARE ESTATES.

3.09 Parking

No boats, trailers, motor homes or other similar vehicles shall be parked or stored on any Lot in a position whereby said vehicle will be visible either from the street or from the homes on the other Lots.

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3.10 Off-Street Parking

Adequate off-street parking for at least four cars shall be provided on each Lot; covered and enclosed parking shall be provided for not less than two cars; plus a driveway for two additional cars. No vehicle shall be permitted to park on public right-of-way within MOUNT CLARE ESTATES parking facilities for a period exceeding twenty-four (24) hours.

3.11 Signs

No signs shall be erected or maintained on any Lot except that not more than one "For Sale" or "For Rent" sign placed by the Owner, the Declarant or by a licensed real estate agent, not exceeding twenty-four (24) inches high and thirty-six (36) inches long, may be temporarily displayed on any Lot.

3.12 Dwelling Size

The ground floor area of a one-story dwelling, exclusive of open porches and garage shall be not less than 1600 square feet. In the case of a two-story dwelling, the lower or ground floor level shall be not less than 1200 square feet. In the event of a multi-level dwelling, the area of the one-story portion and the area of the upper level of the two-story portion shall constitute a minimum of 1300 square feet. The lower level of the two-story portion shall have a minimum living area of 500 square feet. A split entry or split foyer-type home and a daylight basement home shall have a main floor area of not less than 1500 square feet.

3.13 Building Setbacks

No building shall be located on any Lot nearer to the front, rear or side Lot lines than as permitted by King County Ordinances. In any event, no building shall be located on any Lot nearer than 30 feet to the front Lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 10 feet to a side Lot or nearer than 20 feet to the rear Lot line. For purposes of these Covenants, eaves, steps and open porches shall not be considered as 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. No dwelling shall be erected or placed on any Lot having a width of less than 135 feet at a minimum building setback line, nor shall any dwelling be erected or placed on any Lot having an average area of less than 35,000 square feet. No living, native vegetation shall be removed from the setback areas except for the minimum clearing necessary for the installation of required driveways, utilities. Supplemental landscaping within the setback areas is permitted.

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3.14 Fences

All fences must be constructed of wooden materials and conform to the height and setback requirements of King County.

3.15 Exterior Finish

The exterior of all construction on any Lot shall be designed, built, and maintained in such a manner as to blend in with the natural surroundings, existing structures and landscaping within MOUNT CLARE ESTATES. Exterior colors shall be of the flat, no-gloss type and shall be limited to subdued tones. Exterior colors must be approved by the Architectural Control Committee in accordance with the provisions of ARTICLE IV. Exterior trim, fences, doors, railings, decks, eaves, gutters, and the exterior finish of garages and other accessory buildings shall be designed, built and maintained to be compatible with the exterior of the principal dwelling unit.

3.16 Exterior Lighting

Any exterior lighting which is visible from any street or any other Lot in MOUNT CLARE ESTATES must be in compliance with prevailing King County Ordinances.

3.17 Completion of Construction

The construction of any building on any Lot, including all exterior finishes, shall be completed within eight (8) months of the beginning of construction so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval from the Architectural Control Committee. The building area shall be kept reasonable clean and in workmanlike order during the construction period. All Lots shall be kept in a neat and orderly condition, free of brush, vines, weeds and debris. Grass thereon shall be cut or mowed at sufficient intervals to prevent creation of a nuisance or fire hazard.

3.18 Landscape Completion

All front yard landscaping must be completed within six (6) months from the date of occupancy of the residence constructed thereon. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval by the Architectural Control Committee.

3.19 Easements

Each lot shall be subject to an easement 2 1/2 feet in width, parallel with and adjacent to all interior lot lines, unless otherwise shown on the recorded plat, for purposes of utilities and drainage. Within these easements, no structure, planting or other

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material shall be placed or permitted to remain which may damage or interfere with the installation or 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.

3.20 Sewage Disposal

No individual disposal system shall be permitted on any lot unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of King County Public Health Department authorities.

3.21 Driveway Access and Drainage Culverts

The Owner of each lot will be responsible for installing a drainage culvert for each driveway or access entrance from the street to the Owner's lot prior to active use of the lot for construction purposes. The culvert shall be installed in accordance with King County standards and requirements as to type, size, length, depth, etc., of the culvert. Driveway accesses and driveways shall be of asphalt or concrete surfacing unless otherwise approved by the Architectural Control Committee.

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

4.01 Approval of Building Construction

In the case of new construction or substantial re-construction of a dwelling, the Owner shall prepare and submit to the Architectural Control Committee such plans and specifications for the proposed work as the Committee may require. Materials required by the Committee must include two complete sets of the following:

- (a) A plot plan indicating location of all improvements;
- (b) Working drawings and specifications for all construction;
- (c) Drawings showing plan view, elevations, exterior materials and exterior color scheme of all improvements.

The Architectural Control Committee shall render its decision in writing to the applicant with respect to the construction within 15 working days after it has received all material required by it with respect thereto.

4.02 Approval of Additions or Remodeling

In the case of minor additions or remodeling, changes in existing color scheme or exterior material, or any other work not referred to in

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paragraph 4.01 above, the shall submit to the Architectural Control Committee plans and specifications for the proposed work. As set forth in paragraph 4.01 above, a written decision on the proposed construction shall be rendered to the applicant within 15 working days after receipt by the Committee of the proposal.

4.03 Effective Period of Consent

The Architectural Control Committee's consent to any proposed work shall be automatically revoked one year after issuance unless construction of the work has been commenced or the Owner has applied for and received written extension of the time from the Architectural Control Committee.

4.04 Procedure

In the event the Committee fails to render its approval or disapproval within 30 working days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related Covenants shall be deemed to have been fully complied with.

4.05 Membership: Appointment and Removal

The Architectural Control Committee, hereinafter referred to as Committee, shall consist of as many persons, but not less than three, as the Declarant may from time to time appoint. The Declarant may remove any member of the Committee from office at any time and may appoint new or additional members at any time. The Declarant shall keep on file at its principal office a list of names and addresses of the members of the Committee. A member of the Committee shall not be entitled to any compensation for services performed pursuant to these Covenants. The powers and duties of the Architectural Control Committee shall cease one year after completion of construction of all the structures and the sale of same to the initial owner/occupant on all of the lots within MOUNT CLARE ESTATES.

4.06 Liability

Neither the Architectural Control Committee nor any member thereof shall be liable to any Owner, occupant, builder or developer for any damage, loss or prejudice suffered or claimed on account of any action of failure to act of

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the Committee or a member thereof, provided only that the member has, in accordance with the actual knowledge possessed by him, acted in good faith.

4.07 Action

Except as otherwise provided herein, any two members of the Architectural Control Committee shall have power to act on behalf of the Committee, without the necessity of a meeting and without the necessity of consulting the remaining members of the Committee. The Committee may render its decisions only by written instrument setting forth the action taken by the members consenting thereto.

4.08 Nonwaiver

Consent by the Architectural Control Committee to any matter proposed to it and within its jurisdiction under these Covenants shall not be deemed to constitute a precedent or waiver impairing its rights to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

ARTICLE V

GENERAL PROVISIONS

5.01 Amendment and Repeal

These Covenants or any provision thereof, as from time to time in effect with respect to all or any part of MOUNT CLARE ESTATES, may be amended or repealed only by duly recording an instrument which contains an agreement providing for termination and revocation or amendment which is signed by the Owners of not less than seventy-five percent (75%) of the Lots.

5.02 Construction; Severability; Number; Captions

These Covenants shall be literally construed as an entire document to accomplish the broad purposes thereof. Nevertheless, each provision of these Covenants shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision. As used herein, the singular shall include the plural and the plural the singular, and the masculine and neuter shall each include the masculine, feminine and neuter.

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as the context requires. All captions used herein are intended for convenience of reference and shall in no way limit any of the provisions of these Covenants.

5.03 Notices and Other Documents

Any notice or other document permitted or required by these Covenants may be delivered either personally or by mail. Delivery by mail shall be made 24 hours after having been deposited as certified or registered mail in the United States Mail, with postage prepaid, addressed as follows: if to the Declarant or the Architectural Control Committee, P.O. Box 1617, Bellevue, Washington 98009; if to an Owner, at the address given by him at the time of his purchase of a Lot, or at his Lot within MOUNT CLARE ESTATES. The address of a party may be changed by him at any time by notice in writing delivered as provided herein.

5.04 Enforcement

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

5.05 Expenses and Attorneys' Fees

In the event any Owner shall bring any suit or action to enforce these Covenants, the successful party to such suit or action shall be entitled to recover all costs and expenses incurred by such party in connection with suit or action, including such amount as the court may determine to be reasonable as attorneys' fees at trial and upon any appeal thereof.

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IN WITNESS WHEREOF, the Declarant has executed this Declaration dated
this 13th day of June, 1979.

NUPACIFIC COMPANY INC., an Oregon Corporation

Colleen C. Eggert

COLLEEN C. EGGERT, Vice President

Eileen M. MacDonald

EILEEN M. MACDONALD, Assistant Secretary

STATE OF WASHINGTON)
) ss.
County of King)

On this 12th day of June, 1979, before me personally
appeared COLLEEN C. EGGERT and EILEEN M. MACDONALD, to be known to be the
Vice President and Assistant Secretary of NUPACIFIC COMPANY, who executed
the within and 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 they are authorized
to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the
day and year first above written.

Patricia J. Carlson
NOTARY PUBLIC in and for the State of
Washington residing at Kirkland

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