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8311020044

FILE BY CHICAGO TITLE SERVICE TO
1795-6

Protective Covenants Running With The Land

This indenture and declaration of covenants running with the land, made this 26th day of September, 1983 by Cascade Pacific Development Corp., Stanly W. Donogh III, President.

WITNESSETH:

WHEREAS, Cascade Pacific Development Corp. is the owner in fee simple of the plat of Mount Clare Woods, King County, Washington as recorded in volume 124 of Plats, Page 94 and Page 94, in King County, Washington, recording 8308300803,

WHEREAS, it is the desire of said party 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 party does by these presents, make, establish, confirm and hereby impress upon Mount Clare Woods, the following protective covenants to run with said land and do hereby bind said party and all of their future grantees, assigns, and successors to said covenants for the term hereinafter stated and as follows:

- 1) The area covered by these covenants is the entire area as 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 2 1/2 stories in height and a garage for not more than 3 cars or less than 2 cars. This restriction is strictly intended to insure architectural harmony in the neighborhood.
- 3) No dwelling shall be permitted on any lot at a cost of less than \$40,000 including tax (exclusive of land) based on cost levels prevailing on the date these covenants are recorded. It being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be purchased on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The following are minimum house square footages: RAMBLER - Minimum 1325 sq. ft. of house and is 100 percent complete, 1475 sq. ft. if house is 85 percent complete, and 1725 if house is 75 percent complete; SPLIT-LEVEL or MID-ENTRY - minimum 1225 sq. ft. on the main floor if the garage is pulled forward, or 1275 sq. ft. if the garage is under, or a minimum of 1800 sq. ft. of total living area; TRI-LEVEL - minimum of 1,200 sq. ft. on the main two floors if the garage is pulled forward, 1250 sq. ft. if the garage is under, or a minimum of 1400 sq. ft. of total living area; TWO-STORY - Minimum of 800 sq. ft. on the first floor and a minimum of 1475 sq. ft. or total living area. All 1475 sq. ft. must be 100 percent complete; STORY and ONE HALF - minimum 1080 sq. ft. on the first floor and a minimum of 1650 sq. ft. of total living area. There shall also be the following: a) Minimum two (2) car garage, b) Shake roofs, c) Minimum of one (1) fireplace, and d) Drive-ways are to be constructed of asphalt or concrete or exposed aggregate, e) No plywood siding.
- 4) No building shall be located on any lot nearer to the front lot line or nearer to the side street than the minimum building set-back lines shown on the recorded plat. In the event, no building shall be located on any lot nearer than 20 feet to the front line. 20 feet nearer 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 any interior lot nearer than 20 feet to the rear lot line. For the purposes of this covenant, caves, steps and open porches shall be considered as part of a building, provided however,

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- that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. In any case, county regulations shall prevail where more restrictive. Side yard setbacks on original building shall conform with King County Building Code. Building setback lines delineated on face of plat will prevail, in any event.
- 5) No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done there on which may be or may become an annoyance or nuisance to the neighborhood.
 - 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 temporary or permanently. Outbuildings shall harmonize with pertinent residence, including color, style, and roof covering.
 - 7) No vehicle of any kind shall be parked on any home site, except that area described as the driveway leading directly from street to garage or area paved adjacent to garage. Both areas, driveways and paved area, to be limited to one vehicle. No vehicle shall be parked or kept on the roadways of Mount Clare Woods other than temporary guest parking on shoulders. Trailers, boats and recreational vehicles to be parked on side of garage or backyard and screened from view.
 - 8) Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finish painting within six (6) months from date of start of construction, except for reasons beyond control in which case a longer period may be permitted.
 - 9) Any fences must be approved by the Architectural Committee and under not circumstances will any fence be allowed to extend from the front of the house to the street. All fences shall be rustic fences of wood and shall not extend higher than six feet above ground.
 - 10) No signs of any kind shall be displayed to the public view on any lot except 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 sales period.
 - 11) No radio, shortwave, microwave, or any other signal receiving device shall be allowed in the front or side yards. Those placed in backyards must be sheltered from view of neighbors and may not exceed 10' above roof line.
 - 12) No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot or tract except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.
 - 13) Children attending daycare centers on any lot in Mount Clare Woods be kept within a fenced area. Fence to be kept behind the front building line.

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- 14) No living, native evergreen plant material shall be removed from the setback areas as listed in Covenant #4, precoding, except for the minimum clearing necessary for the installation of required driveways, and utilities. There shall be no clearing on individual lots after closing. These setback areas to be designated as greenbelt areas with clearing restricted to dead or dangerous trees. The purpose of this covenant is to prevent the aesthetics of the area.
- 15) 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 of disposal of such material shall be kept in a clean and sanitary condition. All garbage cans to be kept behind garage or in fenced storage area.
- 16) No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lots, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
- 17) No hedge or mass planting, other than foundation planting, shall be permitted to extend nearer to any street than the minimum 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 finish grade at the back of said retaining wall, provided however, that no fence, wall, hedge, or mass planting shall at any time, where permitted, extend higher than five feet above ground.
- 18) The Architectural Control Committee is composed of: Stanly W. Donogh III. A majority of the committee may designate a representative to act for it. Any waiver of these protective covenants must be approved in writing by a majority of the committee. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded written instrument to change the membership of the committee or withdraw from the committee or to restore to it any of its power and duties. In any event, the term of office of the above designated Architectural Control Committee shall terminate automatically upon the sale or conveyance by the Declarants herein of the last lot owned by them in this subdivision.
- 19) The Architectural Control Committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the committee, or its designated representative, fail to approve or disapprove within 30 days after plans and specification 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 be required and the related covenants shall be deemed to have been fully complied with.

Provided copy of: Tom Meier Real Estate Services Inc. 425-466-1000
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IN WITNESS WHEREOF the undersigned have affixed their signature (s):

R. Howard Donkin Greg Anderson
R. Howard Donkin Greg Anderson

STATE OF WASHINGTON)
) ss.
County of King)

On this 24th day of October A.D., 1983 before me, the undersigned,
a Notary Public in and for the State of Washington, duly commissioned and
sworn personally appeared

R. Howard Donkin and Greg Anderson

to me known to be the individuals described in and who executed the foregoing
instrument, and acknowledged to me that ~~they~~ signed and sealed the said instrument
as ~~their~~ free and voluntary act and deed for the uses and purposes therein mentioned.
WITNESS my hand and official seal hereto affixed the day and year in this certificate
above written.

Mayh Buckles
Notary Public in & for the State of Washington
residing at North Bend

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