

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

CHERYL LEE HEIGHTS

DIVISION NO. 3

THIS INDENTURE AND DECLARATION of covenants running with the land, made this 16th day of April, 1984, by HAROLD L. BRANDT and LOIS E. BRANDT.

W I T N E S S E T H:

WHEREAS, said Declarants are the owners in fee of CHERYL LEE HEIGHTS DIVISION NO. 3 addition to King County, Washington, as recorded in Volume 126 of Plats, pages 72 thru 76 records of King County, which property is located in King County, Washington, and

WHEREAS, it is the desire of Declarants that said covenants be recorded and that said protective covenants be thereby impressed upon said land for the mutual benefit of all owners, present and future, now therefore

IT IS HEREBY MADE KNOWN THAT said parties do by these present make, establish, confirm and hereby impress upon CHERYL LEE HEIGHTS DIVISION NO. 3, an addition to King County, Washington, according to plat thereof recorded in Volume 126 of Plats, pages 72 through 76 records of King County, Washington, which property is all located in King County, Washington, the following protective covenants to run with said land, and does hereby bind said parties and all of their future grantees, assignees and successors to said covenants for the terms hereinafter stated and as follows:

The area covered by these covenants is the entire area described above.

1) Residential Sites & Lots As used herein, a lot shall be a lot as shown on the plat as described above. No portion of any lot in the subdivision shall be owned, used or occupied except as a part of a single residential site.

2) Occupancy and Use No residential site in the subdivision shall be used or occupied by anyone other than the owner, purchaser or lessee thereof and his immediate family and the bona fide domestic servants of such owner, purchaser or lessee domiciled upon the premises where they are employed; nor shall any residential site be used or occupied for any purpose other than as a single family residence.

3) Building Plans For the purpose of further insuring the development of the subdivision as a residential area of high standard, Declarants reserve the right to control the buildings and structures placed on each residential site including location on lot and height of the structure. The owner or occupant of each residential site by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, fence, hot tubs, decks, swimming pool or other structure shall be placed upon such site unless and until the plans and specifications therefore and the plot plan have been submitted to and approved in writing by the Architectural Control Committee hereinafter referred to as A.C.C. Each plan shall be submitted and shall show the following: residential site dimensions, location of all structures to be or already constructed on the residential site; the elevation of all ridge lines in relation to the top of existing grade elevations. Each such building, wall, fence, swimming pool or other structure shall be placed on a residential site only in accordance with the plans, specifications and plot plan so approved. Disapproval of plans and specifications may be based upon any grounds, including purely esthetic grounds, which in the sole discretion of A.C.C. shall be sufficient. No alteration of the exterior appearance, including color of any building or structures shall be made without prior approval from the A.C.C. All buildings and other structures, except swimming pools and fences, must be designed by a registered architect, a professional building designer, or by another qualified person or firm who is approved in writing by the A.C.C. If the A.C.C. fails to approve or disapprove the plans within thirty (30) days after written request thereof, then such approval shall not be required; provided, however, that irrespective of such approval or lack of it, no building, wall, fence, swimming pool or other structure shall be erected or be allowed to remain on any residential site which violates any of the covenants and restrictions contained in this Declaration.

Declarants will from time to time appoint and remove members of the A.C.C. The initial members shall be Scott Miller, Lois Brandt and Hal Brandt. The written approval of any one of the members of the A.C.C. shall constitute the approval of said committee. A change in membership shall be affected by instrument in writing filed with the King County Auditor's office of the State of Washington. Neither the members of the committee nor its designated representatives shall be entitled to any compensation for services performed, pursuant to the covenant. However, if the A.C.C. should deem it necessary to contract an outside consultant for the purpose of plan review, then a charge of \$100.00 shall be assessed at time of plan submittal.

4) Homeowners' Association At such time as Declarants deem appropriate, in its sole discretion, but no later than the time when ninety-eight percent (98%) of the residential sites have been sold and the sales closed in all phases of the proposed 55 lot development, Declarants shall have the right to transfer and assign its right, duties and discretion hereunder to a non-profit corporation organized by Declarants under the provisions of Chapter 24.03 of the Revised Code of Washington which will have members who are the owner/occupants of residential sites in the subdivision. The non-profit corporation so organized and constituted shall succeed to all powers and provisions reserved, granted and established on behalf of Declarants by this Declaration and shall act in the place of Declarants with respect thereto.

5) Single-Family Residences Exclusively All buildings allowed or erected on any residential site in the subdivision shall be for single-family residences exclusively, all for the use and occupancy of one immediate family and attendant bona fide domestic servants only, except that one other detached auxiliary building may be erected on each residential site occupied by a single-family dwelling house. All garages, carports, storage areas, tool cabins, garden houses, etc., (other than one auxiliary building) must be constructed in such a manner so as to constitute the appearance of one continuous, connected, contiguous and architecturally compatible single structure. Any auxiliary building must be so designed and constructed as to be architecturally compatible in appearance and quality of construction with the main building. Each single-family dwelling house shall have a fully enclosed finished living area which occupies not less than 1,800 square feet; provided that in computing such minimum area none of the area of any garage or carport shall be included. No auxiliary building shall have a ground coverage in excess of 750 square feet.

All construction of properly authorized improvements on any residential site which shall have been commenced shall be diligently pursued to completion in a manner and at a rate reasonably consistent with building standards prevailing in the subdivision with respect to high quality construction of a similar type, and in no event shall the period of construction of any improvement exceed nine (9) months from the date of commencement of foundation construction to completion as to external appearance, including finished painting and installation of the approved front yard landscaping in accordance with the plan provided in paragraph three (3) above.

No structure or vehicle other than a completed permanent dwelling house as contemplated by these restrictions and limitations shall be used on any residential site at any time as a residence either permanently or temporarily, except that a completed permanent auxiliary building containing living quarters may be used as auxiliary living quarters. No auxiliary building shall be deemed completed as long as the dwelling house is incomplete.

6) Setback Line The rear yard setback line shall be a minimum of fifteen (15) feet. The side yard setback line shall be a minimum of fifteen (15) feet with the exception of corner sites as outlined below. The front yard setback minimum will be thirty-five (35) feet on all residential sites. Corner residential sites with frontage on two or more streets shall be required to observe the thirty-five (35) foot building setback on that side of the site on which the front of the dwelling house is constructed. The A.C.C. shall have the ability to waive the above set backs if they consider it in the best interest of the project to do so.

The minimum side yard setback on corner residential sites with frontage on two or more streets shall be twenty (20) feet.

7) Yard Lights Each lot shall have dual driveway yard lights located generally in the front ten (10) feet of the lot installed by the owner as part of the building process and the maintenance and upkeep shall be the continuing responsibility of the lot owner and his successors in interest. Plans and specifications of said installation shall be included with submission of building plans for A.C.C. approval.

8) Roofs Roofs on all buildings must be finished with cedar shakes or tile unless approval for other material is granted by the A.C.C.

9) Driveways All driveways shall be concrete unless approval for use of other material is granted by the A.C.C. Driveway culverts unless all concrete must have ends boxed in concrete or bonded rock.

10) House Siding and Windows Cedar siding and/or brick are approved materials. Wood windows and anodized bronze or painted anodized aluminum windows are approved.

11) Mail Boxes All mail boxes and newspaper receptacles must be covered by a roof constructed in accordance with rules and regulations specified by the A.C.C. from time to time and shall be approved by the A.C.C. prior to the construction thereof.

12) Aerials No exterior television or radio receiving or transmitting antenna, disks, or aerials of any type shall be erected or placed on any residential site unless specific waiver in writing is granted by the A.C.C.

13) Clotheslines Clotheslines are prohibited unless screened from view and located in rear yard.

14) Fencing, etc. Unless otherwise approved in writing by A.C.C., no fence, wall, hedge, or mass planting, other than low ground plantings, 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, provided, however, that no fence, wall, hedge, or mass planting shall at any time, where permitted extend higher than five (5) feet above surface grade. It is further provided that no such construction or plantings shall interfere with the exposure or view or enjoyment of adjoining or facing properties. Whether or not construction or plantings will interfere with the exposure or view or enjoyment of adjoining or facing properties shall be determined by A.C.C. in its sole discretion.

15) Surface Grade The surface grade or elevation or the various residential sites in the subdivision as physically established by Declarants in connection with the clearing of the land and preparation of the residential sites in the subdivision shall not be substantially altered or changed in any manner which would affect the relationship of a residential site with other residential sites adjoining or which would result in obstructing the view from any other residential site in the subdivision or which would otherwise produce an effect out of harmony with the general development of the immediate area in which such residential site is located.

Whether or not any such alteration or change in the elevation or grade of any residential site would produce the effect above prohibited shall be determined by A.C.C. in its sole discretion.

No lot shall be cleared or partially cleared for construction prior to A.C.C. plan approval.

16) Landscaping and Maintenance of Plants and Lawns The owner or occupant of each residential site shall maintain their hedges, plants, shrubs, trees and lawns in a neat and trim condition at all times. The owner or occupant of each residential site by acceptance of title thereto or by taking possession thereof, covenants and agrees to submit a letter of landscape intent and an approximate budget for same to the A.C.C. at the time building plans are submitted as outlined in paragraph (3) above. For the purpose of this paragraph "front Yard" is the minimum setback outlined in paragraph (6) above extending to the lot lines on adjacent street or streets in case of corner lots. It shall further be the obligation of the lot owner to maintain the area between the lot line and the asphalt of adjoining road or roads so that as a minimum weed and alder growth are prevented.

"Front yard" landscaping is of high priority and shall be completed not less than thirty (30) days from date of substantial completion of residence, weather permitting.

No shrubs, trees or bushes shall be planted and allowed to grow to a height which unduly restricts the exposure or view from adjoining properties. The A.C.C., at its discretion, after an investigation, may require any offending shrub, tree or bush to be pruned, trimmed or removed.

17) Nuisances Nothing shall be done or maintained on any residential site which may be or become an annoyance or nuisance to the neighborhood. No livestock, animals, poultry or fowl shall be kept on any residential site other than animals or birds of the type and species generally recognized as common household pets in the Greater Seattle area, such as dogs, cats, canaries and parakeets, and which are kept on the residential site solely as household pets, provided that they are not kept, bred, or maintained for any commercial purposes and are kept in accordance with any laws, ordinances, regulation or other restrictions of any governmental agency having jurisdiction. No such household pet which is or becomes an annoyance or nuisance to the neighborhood shall thereafter be kept on any residential site.

No trash, refuse pile, vehicles, underbrush, weeds, compost pile or other unsightly growth or object shall be allowed to grow, accumulate or remain on any residential site, including failure to maintain landscaping, so as to be a detriment to the subdivision or a fire hazard prior to, during, or after completion of construction of a permanent dwelling house. In the event any such condition shall exist upon any residential site for five (5) days after notice the A.C.C. or its agents may enter upon the residential site and remove or abate the condition at the expense of the owner, who on demand shall reimburse the A.C.C. for the cost thereof, and such entry and removal shall not be deemed a trespass.

The public streets fronting on any residential site or common areas shall not be used for the overnight parking of any type of vehicle except a private family automobile, non-commercial truck or motorcycle. No boat, snowmobile, motorcycle, trailer, automobile, truck, recreational vehicle, or any other vehicle, or any part thereof, not in actual current use for the purpose intended, shall be stored or permitted to remain on any residential site unless

stored in a garage or other fully screened space. No goods, equipment vehicles (including, but not limited to busses, trucks, or trailers), or materials or supplies used in connection with any trade, service or business shall be kept, stored or located upon any residential site.

No owner or contract purchaser or lessee of any residential lot shall permit any vehicle owned by him or by any member of his family or by any acquaintance, and which is in an extreme state of disrepair, to be abandoned or to remain parked upon any street within the existing property for a period in excess of forty-eight (48) hours. Should any such owner or contract purchaser or lessee fail to remove such vehicle within two (2) days following the date on which notice is mailed to him by the Developer or the A.C.C., they may have such vehicle removed and charge the expense of removal to said owner or purchaser in accordance with the provisions of the immediately preceding paragraph. A vehicle shall be deemed to be in an extreme state of disrepair when in the opinion of the A.C.C. its presence offends the reasonable sensibilities of the occupants of the neighborhood.

18) Signs and Permanent Subdivision Entrance Markers and Landscaping No signs whatsoever, other than conventional signs of no more than two (2) square feet indicating the name of the occupant and address of the premises and one conventional sign of not more than five (5) square feet advertising the property for sale or rent shall be placed on any residential site in the subdivision where the sign is visible outside of such building site; except for signs used by Declarants or Declarants' approved builder, or their agents, to advertise the availability of the property for sale during the sales and construction period up to such time as one hundred percent (100%) of the residential sites have been sold and the sale closed in all phases of the proposed 55 lot development.

There shall be located at the north entrance to the proposed adjoining Division No. 4 and at Taylor Creek Meadows a permanent easement for the placement and maintenance of permanent subdivision entrance markers and landscaping for the subdivisions. The owners of residential sites in the subdivision shall be financially responsible on a prorata share basis (by number of lots) with the proposed subdivisions and for the cost of the care, maintenance, and preservation of the permanent subdivision entrance markers and landscaping in a manner consistent with the character and quality of the subdivisions if said improvements are installed by Declarants.

19) Private Drives Tract D as shown on the recorded plat is provided for use of lots 7, 8, 9 and 10. The owners of each lot having use rights shall equally be responsible for maintenance and cost thereof regardless of unequal usage. Lots 7 and 9 shall have an equal and undivided interest in Tract D. Tract D is subject to utility and pedestrian easements as recorded.

20) Assessments Declarants hereby reserve to itself and to its successor the right to impose and collect reasonable annual assessments upon each residential site in the subdivision to provide necessary funds to pay for taxes and insurance, the cost of electricity required for street and entrance lighting if installed by Declarants and for the reasonable maintenance of such street and entrance lighting until such time as the operations of such lighting are taken over or otherwise assumed by King County or other municipal

authority, for the care, maintenance and preservation of the common areas and the permanent subdivision entrance markers and landscaping, enforcement of these covenants and other acts of Declarants in accordance with these covenants. The proceeds of such assessments shall be used for the purposes herein provided and the proper costs of assessment and collection thereof, and no part thereof shall be used for initial installation of such facilities or for any other purpose. The assessments herein provided for shall be equally divided (by lots), assessed and collected against the various residential lots in the subdivision and without reference to the value of the respective lots. Each such assessment shall be a lien upon the lot or site upon which the same is assessed superior to all other liens created or suffered by the grantee of such lot or site, his heirs, devisees, personal representatives or assigns, except as otherwise provided with respect to mortgages and deeds of trust, and the owner of such lot or site subject to these restrictions agrees that he shall be personally liable for the payment thereof. The proceeds of such assessments shall be collected and used only for the purposes herein provided.

Nothing herein contained shall impair or defeat the lien of any mortgage or deed of trust now or hereafter recorded covering a lot or lots together with improvements and additions thereon in the subdivisions but title to any property in this subdivision obtained through a sale and satisfaction of any mortgage or deed of trust shall be held subject to all of the provisions herein.

21) Duration of Restrictions The conditions, covenants and restrictions contained herein shall constitute a servitude upon all building sites in the subdivision and shall run with the land and be binding upon all such grantees of building sites in the subdivision and all persons claiming by, through, or under them. The acceptance of any conveyance of a residential site in the subdivision by any grantee shall constitute an agreement on the part of such grantee for himself, his heirs, devisees, personal representatives and assigns to all conditions, covenants and restrictions contained herein. These conditions, covenants and restrictions shall remain in full force and effect until January 1, 1995, at which time they shall automatically extend for successive periods of ten (10) years each unless by written agreement of the then owners of a majority of the residential sites in the subdivision filed prior to the commencement of such ten (10) year period, it is agreed to terminate or change them in whole or in part. This declaration may be amended at any time by written agreement of Declarants and the then owners of at least seventy-five percent (75%) of the building sites in the subdivision. Any such termination or change so agreed to shall become effective upon the recording of such agreement, duly signed and acknowledged by the necessary parties as above provided, in the office of the Recorder of King County, Washington.

22) Remedies for Violation In the event of the violation or breach or attempted violation or breach of any of these conditions, covenants or restrictions, by any person or party claiming by, through or under Declarants or by the virtue of any judicial proceedings, Declarants, its successors, the owner of any residential site in the subdivision, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel compliance

with the terms hereof or to prevent such violation breach.

23) Non-Waiver The failure to enforce any condition, covenant or restriction contained herein, however long continued shall not be deemed a waiver of the right to do so thereafter, either as to the breach or violation involved or as to any similar breach or violation occurring prior to subsequent thereto, and no such failure shall bar or affect the enforcement of any such condition, covenant or restriction as to any such breach of violation thereof.

24) Invalidation The invalidation by any court of any condition, covenant or restriction contained herein shall in no way affect any of the other provisions hereof and the same shall remain in full force and effect.

25) Construction and Sales Office Construction offices in a temporary structure and residential sales offices of a temporary or permanent nature including model home may be established and maintained on residential sites in the subdivision subject to Declarants sole discretion for the purpose of constructing and marketing residential lots and houses. Said offices shall be removed upon request by Declarants, but no later than at such time as ninety-eight percent (98%) of the residential sites have been sold and the sales closed in all phases of the proposed 55 lot development.

An office to house security personnel for the subdivision may also be established and maintained until ninety-eight percent (98%) of the residential sites have been sold and the sales closed in all divisions of the proposed 55 lot development.


26) Litigation In the event of litigation involving the enforcement or interpretation of this Declaration, or any part thereof, the successful party, who shall be so determined by the Court, shall be entitled to recover from the other party reasonable costs, expenses and attorneys fees which award shall be included in any judgment arising out of such litigation.

27) Assignment of Declarants rights and Duties Declarants may assign their rights and duties hereunder at any time to any person or entity owning property which is subject to this Declaration, by execution and filing of a specific assignment of such rights and duties in the records of King County. No such assignment shall relieve any property owner of the obligation to comply with this Declaration.

SIGNED AND APPROVED:

  
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Harold L. Brandt

April 16, 1984  
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Date

  
\_\_\_\_\_  
Lois E. Brandt

April 16, 1984  
\_\_\_\_\_  
Date

The present address of the members of the Architectural Control Committee as set forth in Paragraph 3 is 1000 - 124th Avenue N. E., Suite 102, Bellevue, WA 98005.