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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF LOTS 1 THROUGH 25 OF THE HEIGHTS and LOTS 1 THROUGH 31 OF THE HEIGHTS NO.2.

I. DEFINITIONS

The following words when used in this declaration or any supplemental declaration (unless the context shall prohibit) shall have the following meanings:

(a) "The Property" shall mean all such existing property subject to this declaration or any supplemental declaration.

(b) "Lot" shall mean any plot of land shown upon any recorded plat of the properties.

(c) "Owner" shall mean the record owner, whether one or more persons or entities, and specifically including the developer, of the fee simple title to any lot situated upon the properties, but shall not include a contract seller or a mortgagee.

(d) "Contract Purchaser" shall mean any person or persons acquiring fee simple title to any lot or lots "by a real property contract of sale.

(e) "Developer" shall "mean and refer to Park West Corporation and their successors and assigns. The term "successors and assigns" as used in this sub-paragraph (e) does not include purchasers from the developer (or from its successors and assigns) of individual lots.

(f) "A.C.C." shall mean and refer to the Architectural Control Committee as provided for and defined in these covenants.

2 PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, held, transferred, sold conveyed, and occupied subject to this declaration is as follows:

Lots 1 through 25 inclusive of The Heights, according to plat recorded in Volume 105 of plats, pages 12 and 13 in King County, Washington, and lots 1 through 31 of The Heights No.2 according to plat recorded in Volume 107 of plats, pages 90 and 91 in King County, Washington.

3. GENERAL PROVISIONS"

These restrictive covenants shall run with the land and shall be binding upon all parties thereto and all persons claiming under them, for a period of thirty (30) years from the date of recording of this instrument, at which time said restrictive covenants shall be automatically extended for successive periods of ten (10) years unless seventy percent (70%) or more of the owners, and contract purchasers, by an instrument or instruments in writing, duly signed and acknowledged by them, terminate said restrictive covenants insofar as they pertain to

residential lots, or building sites, and termination shall become effective upon the filing of such instrument of record in the office of the Auditor of King County, Washington. These restrictive covenants may not be amended without the approval of the developer until after a single family residence has been constructed and completed on each lot or building site as defined herein, and then only by an instrument properly executed and acknowledged by 70% or more of the owners and contract purchasers, which shall be recorded in the Office of the Auditor of King County, Washington.

4. ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee (A.C.C.) shall initially consist of the following 3 members:

David W. Lozier, Jr.,
Paul Burckhard
Richard E. Berkeihiser, Jr.,

Within 60 days of the sale closing of the last of the 56 residences subject to these declarations, or sooner, should the A.C.C. so decide, the A.C.C. shall notify the 56 owners of record of a meeting, specifying the and location, for the purpose of electing new member to the A.C.C. Each member present at this meeting may cast 1 vote each for 3 separate candidates for the A.C.C. Those 3 candidates with the highest vote tallys shall constitute the new A.C.C. There-after, terms of office of members of the A.C.C. shall be for one year and it shall be the responsibility of the A.C.C. to notify the 56 owners of record of such a meeting, specifying time and location, for the purpose of electing new members to the A.C.C. Such election is to be held not later than 12 months from the previous election, and election procedures are the same as previously described herein.

In the case of the death, disability or resignation of any member of members of the A.C.C., the surviving or remaining member or members shall have full authority to designate a successor.

The A.C.C. shall have the authority to approve or disapprove modifications to the property as herein described, and to enforce these covenants as they deem proper.

The architectural Control Committee shall have the authority in any individual case to make such exceptions to the building setbacks and fence requirements set forth herein as said committee shall in its uncontrolled discretion deem necessary or advisable.

5. PLAT RESTRICTIONS

No lots or portions of a lot in this plat shall be divided, sold or resold or ownership changed or transferred whereby the ownership of any portion of this plat shall be less than the area required for the use district in which located.

6. BUILDING RESTRICTIONS

All lots as recorded in the plat shall be known and described as "Residential lots". A building site shall consist of at least: a) one or more residential lots as shown on said plat, or b) a parcel composed of only a portion of such residential lots, the area of which parcel shall

be not less than that required for the use district in which it is located. The following building restrictions must be adhered to:

(a) No building or structure shall be erected, constructed, or maintained or permitted upon such residential lots, except upon a building site as here-inabove defined.

(b) No building or structure shall be erected, constructed, maintained or permitted upon a building site other than one detached single family dwelling for single family occupancy only, not to exceed two stories in height, and a private garage or carport for not more than three standard size automobiles.

(c) No dwelling shall be permitted on any lot or building site at a buyer's cost of less than \$70,000.00 including land, based upon cost levels prevailing on the date these covenants are recorded, it being the intent and purpose of the covenant to assure that all dwellings shall be of 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 cost stated herein for the minimum permitted dwelling size.

(d) The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than fourteen hundred {1400} square feet for a one story dwelling, nor less than nine hundred (900) square feet for a completely finished dwelling of more than one story, and minimum of twelve hundred {1200} square feet for a dwelling of more than one story, with an unfinished basement, unless approved by the A.C.C.

7 BUILDING AND LANDSCAPING LIMITS

The following build-Ing and landscaping limits must be adhered to:

{a} No dwelling house or garage or any part hereof, or any other structure (exclusive of fences, and similar structures) shall be placed on any lot or building site nearer than twenty {20} feet to the front building site line, no nearer than five (5) feet to any side of building site line, nor nearer than twenty (20) feet to any rear building site line. In the case of corner building sites, the front yard setback shall be a minimum of twenty (20) feet and the adjoining exterior street building site line setback shall be a minimum of fifteen {15} feet.

(b) Unless otherwise approved by the A.C.C., all garages and carports must be attached to, or incorporated in and made a part of the dwelling houses. In granting deviations, the A.C.C. will consider functional necessity and architectural desirability.

{c} No fence, wall, hedge or mass planting other than foundation planting shall be permitted to extend nearer to any street than the minimum setback line of the residence, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two (2) feet above the finished 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 six (6) feet above ground. All fences, hedges, or boundary walls situated anywhere upon any residential lot or building site must be approved in writing by the A.C.C. as to its height and design prior to construction. Fences shall be well constructed of suitable fencing materials and shall be artistic in design and shall not detract from the appearance of the

dwelling house located upon the lot or building site or be offensive to the owners or occupants thereof, or detract from the appearance of the dwelling houses located on the adjacent lots or building sites. The finished side of any fence (as approved by the A.C.C) that is visible from neighboring property or streets shall face the neighboring property or street. The finished side of any such fence shall be a side wherein its best decorative components, finishes and textures are displayed, and wherein any supporting rails are either not exposed or are evenly divided as to exposure between the two fence sides Fences constructed of wire, including woven cyclone wire types, are strictly prohibited unless individually approved by the A.C.C. for specific purposes.

(d) No trees or shrubs of any type, other than those existing at the time these restrictive covenants are files, shall be allowed to grow in height to a point where they shall noticeably and unreasonably interfere with a view from another residence. The A.C.C. shall be the sole judge in deciding whether there has been such unreasonable interference. Should the A.C.C. determine that there is an unreasonable interference, they shall notify the owner in writing, specifying the nature of the interference, what should be done to eliminate it, and the time by which said interference must be eliminated by the owner.

(e) No lines or wires for the transmission of current or for telephone use shall be constructed, placed or permitted to be-placed, upon any residential lot or building site outside the buildings thereon unless the same shall be underground or in conduit attached to a building. No house top television, radio, or other type of antenna shall be erected or placed on any residential site without the written approval of the A.C.C. Nor shall any rotary antenna, tower, beam, or other similar device be constructed on any residential site or building without the written approval of the A.C.C.

8. USE RESTRICTIONS

The following use restrictions must be adhered to:

(a) No trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any-kind, including day school nurseries, or church schools shall be conducted or carried on upon any residential lot or building site, or within any building located on a residential lot or building site, nor shall any goods, equipment, vehicles, (including buses, campers, trucks, and trailers of any description) or materials or supplies used in connection with any trade, service, business, or personal endeavor, wherever the same maybe conducted, be kept, parked, stored, dismantled, or repaired outside on any residential lot or building site or on any street within the existing property nor shall anything be done on any residential lot or building site which may be or may become an annoyance or a nuisance to the neighborhood. No premises shall be used for any-other purpose whatsoever except for the purpose of a private dwelling or residence.

(b) No trash, garbage, ashes, or other refuse, junk vehicles, underbrush, or other unsightly growths or objects, shall be thrown, dumped or allowed to accumulate on any lot or building site or public street.

(c) No trailer, camper, basement, tent, shack, garage, barn, or other outbuilding or temporary structure erected or situated within the property shall at any time, be used as a residence, temporarily or

permanently, nor shall any permanent building or structure be used as a residence until it completed as to external appearance, including finished painting. The permission hereby granted to erect a permanent garage or other building prior to construction of the main dwelling house shall not be construed to permit the construction, erection, or maintenance of any building of any nature whatsoever at any time, without the approval required by the A.C.C.

(d) The streets in front of the lots shall not be used for the overnight parking of any vehicles other than private family automobiles and shall not be used for the storing of any boats, trailers, camper vehicles, trucks or other vehicles of any nature. No boat, boat trailer, house trailer, camper, or other vehicle other than private family automobiles shall be stored or permitted to remain on any residential lot or building site unless the same is stored or placed in a garage or other screened area as approved by the A.C.C.

(e) No live poultry or animals shall be permitted on said property other than songbirds, and not more than two (2) dogs and two (2) cats as household pets.

(f) All mailboxes must be of a standard accepted by the U.S. Postal authorities, and must be located in those areas so designated by the A.C.C. Structures containing such mailboxes must be approved by the A.C.C.

(g) Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment shall be kept in a clean and sanitary condition. All containers must be buried or screened so as not to be visible from any street or adjacent properties or residence.

(h) No sign of any kind shall be displayed unless written approval is received from the A.C.C., with the exception of a real estate for sale or for rent sign the maximum size of which shall be two feet by three feet.

(i) No exterior clothes lines are allowed that can be seen from any street or adjacent properties or residences.

(j) No building or construction materials to be used for future improvements may be stored out of doors where they may be visible from any street or adjacent properties or residences.

(k) No wood piles, for fireplace or other use, may be stored out of doors where they may be visible from any street or adjacent properties or residences.

(l) No children's play areas, including, but not limited to sandboxes, swing sets, jungle gym sets, etc., may be installed or maintained in a manner such that they are an objectionable feature in the neighborhood. The A.C.C. will determine whether or not the facility is objectionable.

10. APPROVAL OF PLANS BY ARCHITECTURAL CONTROL COMMITTEE

All buildings and structures including concrete or masonry walls, rockeries fences, swimming pools, or other structures, to be constructed within the property shall be approved by the A.C.C. Complete plans and specifications of all proposed buildings, structures, and exterior alterations, together with detailed plans showing the proposed location

of the same in the particular building site, shall be submitted to the A.C.C. before construction or alteration is started, and such construction or alteration shall not be started until written approval thereof is given by the A.C.C.

The A.C.C. will review submittals as to the quality of workmanship and materials planned and for conformity and harmony of the external design with existing structures on the said residential lots or building sites, and as to location of the building with respect to topography, finish grade elevation and building setback restrictions.

In the event the A.C.C. fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval will not be required.

All plans and specifications for approval by the A.C.C. must be submitted in duplicate, at least ten (10) days prior to the proposed construction starting date. The maximum height of any residence shall be established by the A.C.C. as a part of the plan approval and shall be given in writing together with the approval. One set of approved plans must be on the job site at all times.

Said plans or specifications shall be prepared by an architect or a competent house-designer, approved by the A.C.C. Two complete sets of said plans and specifications shall in each case be delivered to and permanently left with the A.C.C. All buildings or structures shall be erected or constructed by a contractor or house builder approved by the A.C.C.

As to all improvements, constructions and alterations within the property the A.C.C. shall have the right to refuse to approve any design, plan or color for such improvements, construction or alterations which is not suitable or desirable, in the A.C.C.'s opinion, for any reason, aesthetic or otherwise, and in and so passing upon such design, the A.C.C. shall have the right to take into consideration the suitability of the proposed building or other structure, and the material of which it is to be built, and the exterior color scheme, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect or impairment that said structures will have on the view or outlook of surrounding building sites, and any and all factors, which, in the A.C.C.'s opinion, shall effect the desirability or suitability of such proposed structure, improvements, or alterations.

The A.C.C. shall have the right to disapprove the design or installation of a swimming pool or any other recreational structure or equipment which is not suitable or desirable, in the A.C.C.'s opinion, for any reason, aesthetic or otherwise, and in so passing upon such design or proposed installation, the A.C.C. shall have the right to take into consideration the visual impact of the structure and the noise impact of the related activities upon all of the properties located in the close proximity. Any enclosure or cover used in connection with such a recreational structure or equipment, whether temporary, collapsible, seasonal, or whatever, shall be treated as a permanent structure for the purposes of these covenants and shall be subject to all the conditions, restrictions, and requirements as set forth herein for all buildings and structures.

10. ENFORCEMENT POWERS *(note from wrh: duplicate "10" in the original)*

The provisions of this declaration are declared to create mutual, equitable covenants and servitudes for the benefit of the developer, each owner or contract purchaser of a lot or building site subject to said covenants, and their successors in interest. Enforcement of these covenants, conditions and restrictions may be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction either to restrain violation and/or to recover damages, and failure of the developer, the Architectural Control Committee or any owner or contract purchaser to enforce any covenant restriction, or exercise any rights herein contained shall in no event be deemed a waiver of the right to do so there-after. All costs incurred in enforcement shall be at the expense of the violator or violators.

Invalidation of anyone of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

11. PROSECUTION OF CONSTRUCTION WORK

Any dwelling or structure erected or placed on any residential lot or building site in this subdivision shall be completed as to external appearance, including finished painting, within eight (8) months after date of commencement of construction and shall be connected to an acceptable sewage disposal facility

All front yards and landscaping must be completed within six (6) months from the date of completion of the building or structure constructed thereon. In the event of undue hardship due to weather conditions, this provision may be waived upon written approval of the A.C.C.

12. EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, or recorded elsewhere, and (a) over the rear five (5) feet of each building site, and (b) over a five (5) foot strip along each side of interior building site lines. Within these easements, no structure, such as patios, barbecues, etc., 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 piping in the easements. A utility or drainage facility in the easement area of each lot or building site shall be maintained continuously by the person being benefited most directly by the utility or drainage facility, except for those improvements for which a public authority or utility company is responsible. In the case where a utility or drainage facility has to be installed on an owner's property in the easements herein defined, the cost to restore the property to its original state prior to this installation must be borne by the property owner(s) who require the utility or drainage facility. Any and all drainage collected or sufficiently concentrated to create erosion problems in the opinion of the A.C.C. shall be piped at the purchaser's expense to the nearest underground public storm sewer line or street gutter.

We, the undersigned, the owners of the real property as described in Exhibit A contained herein, hereby make the foregoing declarations as to limitations, restrictions, covenants, conditions and agreements, hereby specifying that said declaration shall constitute covenants to run with all of the land, as provided by law, and shall be binding on all parties and all persons who shall be or shall become the owner of any of the said land, and for the benefit of and limitations upon all future owners of any lot or building site in said plat, this declaration being intended and designed for the purpose of keeping said land desirable, uniform and suitable in architectural design and use as hereinbefore specified, and do hereby declare that all property herein shall be held, sold and conveyed subject to the foregoing easements, restrictions, covenants and conditions.

PARK WEST CORPORATION

LOZIER WESTERN CORPORATION

by _____
David W. Lozier, Jr., President

David W. Lozier, Jr., President

LOZIER HOMES CORPORATION

By _____
David W. Lozier, Jr., President

STATE OF WASHINGTON

County of KING

On this 24th day of August A.D. 1978, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared David W. Lozier, Jr. to me known to be the President of PARK WEST CORPORATION

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 is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

(above is signature and seal of Sharron E. Baker)
Notary Public in and for the State of Washington

residing at Renton

Robert D. Hastings

Jeanne M. Hastings
Notary Public in and for the State of Washington, residing at Renton

STATE OF WASHINGTON

County of King

On this 24th day of August, A.D. 1978, before me the under signed, a Notary Public in and for the State of Washington duly commissioned and sworn personally appeared David W. Lozier, Jr. President of LOZIER WESTERN CORPORATION, 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 is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

(signature & seal of Sharron E. Baker)
Notary Public in and for the State
Washington residing at Renton

STATE OF WASHINGTON

County of King

On this 24th day of August, A.D. 19 78, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared David W. Lozier, Jr. to me known to be the President of LOZIER HOMES CORPORATION, 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 is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written

(signature & seal of Sharron E. Baker)
Notary Public in and for the State of
Washington, residing at Renton