



**DECLARATION OF  
PROTECTIVE COVENANTS OF WHISPERING HEIGHTS DIVISION NO. 1  
ALSO KNOWN AS WHISPERING HEIGHTS PARK**

**1. 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 person acquiring fee simple title to any lot or lots by a real property contract of sale.
- (e) "Developer" shall mean and refer to C.G.O. Enterprises, Inc. and their successors and assigns. The term "successors and assigns" as used in this subparagraph (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 located in King County, Washington, and is described in Exhibit A attached hereto and incorporated herein as though set forth in full.

**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 (70%) percent 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 the expiration of the powers and duties of the original Architectural Control Committee and/or its successors, as provided for 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. 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 thereafter. All costs incurred in enforcement shall be at the expense of the violator or violators.

#### 4. 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.

No building or structure shall be erected, constructed, or maintained or permitted upon such residential lots, except upon a building site as hereinabove defined. No building or structure shall be erected, constructed, or 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. No dwelling shall be permitted on any lot or building site at a cost of less than \$21,000.00 exclusive of 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.

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 one thousand (1000) 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.

#### 5. BUILDING LIMITS

No dwelling house or garage or any part hereof, or in 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 five (25) feet to any rear building site line. In the case of corner building sites, the front yard set-back 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. Where it is architecturally feasible, it is recommended that all garages and carports be attached to, or incorporated in and made a part of the dwelling houses. No fence, wall, hedge or mass planting other than foundation planting shall be permitted to extended 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 extended 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 the ground. 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.

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 or radio antenna shall be

shall be underground or in a cabinet attached to a building. No house top television or radio antenna shall be erected or placed on any residential site which is more than six (6) feet in height above the highest point (exclusive of chimneys) on the building upon which it is erected, or more than eight (8) feet in its widest dimension, or finished in a bright metallic reflective surface 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.

## 6. APPROVAL OF PLANS BY ARCHITECTURAL CONTROL COMMITTEE

All buildings and structures including concrete or masonry walls, rockeries, fences and swimming pools, 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.

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 jobs 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 an 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, constructions and alterations 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, 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 of surrounding building sites, and any and all factors, which, in the A.C.C.'s opinion, shall affect the desirability or suitability of such proposed structure, improvements, or alterations.

## 7. THE ARCHITECTURAL CONTROL COMMITTEE

No building, fence, hedge, boundary wall, or other structure shall be erected, placed or altered on any residential lot or building site until the building plans, specifications and plot plan showing the location of such improvement have been approved in writing by a majority of a Committee composed of David W. Lozier, Jr., David W. Lozier, Sr., and Charles G. Ortiz, or their designated representative, 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 set-back restrictions. In the case of the death, disability, or resignation of any member of members of said committee or the termination of Lozier Construction, Inc.'s interest in the property, which termination shall automatically terminate the membership and authority of David W. Lozier, Jr., and David W. Lozier, Sr., the surviving or remaining member or members shall have full authority to designate a successor or approve or disapprove such design and location or to designate a representative with like authority. In the event said Committee or its designated representative 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. The property owner shall pay the attorney's fees, court costs and other expenses incurred in enforcing decision of the committee. Said Committee or its designated representatives shall act without compensation. The powers and duties of such Committee shall cease one (1) year after completion of construction of a single family dwelling and the sale of said dwelling to the initial owner/occupant on all the building sites within the property.

Thereafter, the approval described in the foregoing covenant shall not be required unless prior to said date, and effective thereon, a written instrument shall be executed by the then record owners of a majority of the residential lots or building sites. Said written document must be duly recorded and appoint therein a representative or representatives who shall thereafter have all the power previously delegated to the aforesaid Committee. Said Committee shall also review plans involving the erection of antennas and towers supporting antennas and disapprove those which in their judgment are not deemed necessary in the normal reception of commercial and educational radio and television transmission, or are not deemed to be in accordance with the esthetic, view or other requirements of these covenants in regard to structures and alterations. Said antennas and towers that are disapproved may not be erected, or shall removed if erected.

After forty (4) lots or building sites in the property have been sold, the then owners shall meet and form a committee for the purpose of maintaining entry area and arrangement for the payment of any water and power bills incurred. Those costs to be handled in an informal manner by committee action and not to be construed as lienable claim on any of the lots or building sites.

#### 8. 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 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.

#### 9. EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat 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, 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 piping in the easements. The easement area of each lot or building site and all improvements in it shall be maintained continuously by the owner of the building site, except for those improvements for which a public authority or utility company is responsible. 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.

#### 10. NOXIOUS USE OF PROPERTY

No trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind, including day schools, 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

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any goods, equipment, vehicles, (including buses, boats, campers, trucks, and trailers of any description) or materials or supplies used in connection with any trade, service, or business, wherever the same may be 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 nuisance to the neighborhood. No premises shall be used for any other purpose whatsoever except for the purpose of a private dwelling or residence.

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. In the event any such conditions shall exist, any person entitled to hereunder may use the legal powers as set forth in these covenants.

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 residence, temporarily or permanently, nor shall any permanent building or structure be used as a residence until it is 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.

The streets in front of the lots shall not be used for the overnight parking of any vehicle 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, automobile, truck or other vehicle or any part thereof 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 fully enclosed space.

### 11. FENCES AND HEDGES

All fences, hedges, or boundary walls situated anywhere on 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. No trees of any type, other than those existing at the time these restrictive covenants are filed, 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 judge in deciding whether there has been such unreasonable interference. In case of violation, the A.C.C. shall have enforcement powers as set forth in these covenants.

### 12. ANIMALS

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.

### 13. MAIL BOXES

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

### 14. GARBAGE CANS AND REFUSE DISPOSAL

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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 residences.

15. SIGNS

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.

16. CLOTHES LINES

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

EXHIBIT A:

The legal description of the real property as referenced in Section 2 herein, and which is subject to this entire declaration is as follows:

Lots 1 through 52 inclusive, Whispering Heights No. 1, according to plat recorded in Volume 93 of plats, pages 93 and 94, in King County, Washington.

PLAT RESTRICTIONS

No lot or portion of a lot in this plat shall be divided and 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. Subject to a Utility Easement under and upon the exterior 5 feet of front and rear boundary lines and under and upon the exterior 2.5 feet of side boundary lines of all building sites.