

NEWPORT WOODS

RESTRICTIVE COVENANTS RUNNING WITH LAND

THIS INDENTURE AND DECLARATION OF covenants running with the land, made is 30th day of September 1966, by LA CHAUSSE HOMES, INC., a Washington corporation:

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, said parties are the owners in fee of Newport Woods in addition King County, Washington, as recorded in Volume 80 of Plats, pages 66 and 67, records of King County, which property is located in King County, Washington and

WHEREAS, it is the desire of said parties that said covenants be recorded and that said restrictive covenants be thereby impressed upon said land, now therefore

IT IS HEREBY MADE KNOWN THAT said parties do by these presents make, establish, confirm and hereby impress upon NEWPORT WOODS an addition to King County, Washington, according to plat thereof recorded in Volume 80 of Plats, pages 66 and 67, records of King County, Washington, which property is all located in King County, Washington, the following restrictive covenants to run with said land, and do hereby bind said parties and all of their future heirs, 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 described above.
2. No lot shall be used except for residence purposes. No building or other structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars. No building or other structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structure, and as to location with respect to topography and finish grade elevation. No fence, wall or hedge shall be erected, placed or altered on any lot nearer to any street than the building 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 finished grade at the back of said wall.
3. No dwelling shall be permitted on any lot at a cost of less than \$17,000.00 (exclusive of land), based upon 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 quality of workmanship and materials substantially the same or better than that which can be produced on the date of these covenants are recorded at the minimum cost stated herein for the

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minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1,000 square feet for a one story dwelling, nor less than 800 square feet for a dwelling of more than one story.

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 setback line shown on the recorded plat. In any event no building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 50 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this 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.
5. No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 7,200 square feet.
6. Easements for utilities and drainage are reserved over a 2 1/2 foot wide strip along each side of interior lot lines and over the rear five feet of each lot. 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 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.
7. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become annoyance or nuisance to the neighborhood. No trade, craft, business, profession, commercial or manufacturing enterprise or commercial activity of any kind shall be conducted or carried on upon any residential lot, or within any building located in this subdivision on a residential lot, nor shall any grade, equipment, vehicles (including buses 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, stored, dismantled or repaired outside of any building on any residential lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

No lot or tract shall be used as a dump for trash or rubbish of any kind. All garbage and other waste shall be kept in approved sanitary container for proper disposal. Yard rakings such as rocks,

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dirt and other materials as a result of landscaping shall not be dumped into public streets or ditches. The removal and disposal of all such materials shall be the responsibility of the individual lot owner.

8. No existing or future 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 temporarily or permanently.
9. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finish painting, within 9 months from date of start of construction except for reasons beyond control in which case a longer period may be permitted.
10. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, 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 and sales period.
11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.
12. No radio or television antenna shall be permitted to extend more than ten feet above the roof line of any residence without the written approval of the restrictions committee.
13. No individual water supply system shall be permitted on any lot unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of County Public Health authorities. Approval of such system as installed shall be obtained from such authority.
14. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
15. No individual sewage 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 County Public Health authorities. Approval of such system as installed shall be obtained from such authority.
6. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then-owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

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17. 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. Any demand to be made upon, or any notice to be given to, the owners of any lot or lots in the tract to which these restrictions relate shall be in writing. Said demand or notice may be given to such owner or owners either by personal delivery of such demand or notice, or by sending the same by prepaid United States registered mail addressed to the record owner or owners at the street address of the dwelling house or other structure situated upon the relevant lot or lots. Notice by certified registered mail, addressed as aforesaid, shall be deemed to have been fully communicated upon the expiration of forty-eight (48) hours after the time of mailing, and the name and address of the person or persons to whom such demand or notice was mailed, shall be conclusive, but not the exclusive means of, proof of such fact.
18. Invalidation of any one of these covenants by judgment or court shall in no wise affect any of the other provisions which shall remain in full force and effect.
19. The Architectural Control Committee is composed of Harvey R. Chaussee, Hartley R. Chaussee and Dean A. Chaussee each of whom are residents of King County, State of Washington. A majority of the committee may designate a representative to act for it. 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 record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative fails to approve or disapprove within 30 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. The powers and duties of such committee, and its designated representative, shall cease on and after January 1, 1969. Thereafter the committee approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then owners of a majority of the lots in the subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by this committee.