

PROTECTIVE COVENANTS RUNNING WITH LAND

107/82/5
#5
THIS IS THE DIVISION AT REQUEST OF
TRANSAMERICA TITLE
INSURANCE COMPANY
1200 N.E. 8th STREET
BELLEVUE, WASHINGTON 98004

THIS INDENTURE AND DECLARATION of covenants running with the land, made this 11th day of September, 1978 by J. Gordon Sparks, Dorothy E. Sparks and Puget Sound Mutual Savings Bank.

WHEREAS, said parties are the owners in fee of Eagles Mere Division No. 5, an addition to King County, Washington, 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 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 presents make, establish, confirm and hereby impress upon Eagles Mere Division No. 5, an addition to King County, Washington, according to plat thereof recorded in Volume 107 of Plats, Pages 82 and 83, records of King County, Washington, which property is all located in King County, Washington, the following protective covenants to run with said land, and do hereby bind said parties and all of their future grantees, assignees 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 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 two stories in height and a private garage for not more than three cars. This restriction shall not be construed as a protection against view impairment, but is strictly intended to insure architectural harmony in the neighborhood.
3. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1,450 square feet for a one story dwelling. The finished ground floor area of a dwelling of more than one story shall be not less than 900 square feet. The finished ground floor area of a split-level entry basement or full basement dwelling shall be not less than 1400 square feet.
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 lines 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 12½ 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, except on those lots which, due to size and shape, require averaging the minimum to 25 feet. For purposes of this covenant, eaves, steps, fireplaces 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 an area of less than 7,422 square feet.
6. Easements for drainage facilities are reserved over a 2½ foot wide strip along each side of interior lot lines and over the rear five feet of each lot. Easements for installation and maintenance of other utilities are reserved as shown on the recorded plat or other instrument of public record. 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.
8. 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 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 nine (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 3 square feet, one sign of not more than 5 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 commercial purpose.
12. 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 or disposal of such material shall be kept in a clean and sanitary condition.
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 King 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.

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- 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 King County Public Health authorities. Approval of such system as installed shall be obtained from such authority.
- 16. 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.
- 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.
- 18. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
- 19. 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 30 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.
- 20. The Architectural Control Committee is composed of:
J. Gordon Sparks, Dorothy E. Sparks, Thomas Hermsen
Address of above committee to be c/o Mark S. Ruljancich, Certified Public Accountant, Evergreen Building, Renton, Washington 98055.
A majority of the Committee may 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.
- 21. 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 thirty (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.

PLAT RESTRICTIONS

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

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five (5) foot utility easement parallel and adjacent to all street rights-of-way.

Maintenance of island planters in right-of-way shall be borne by owners of lots adjacent; Lots 2, 3, 4, 11, 12, 13, and 14.

Native Growth Protection Easement

The rear portion of lots 4 through 13 inclusive shall be reserved for a "Native Growth Protection Easement" Use of this easement area shall be limited by covenant and shall preclude the following:

- 1. Cutting or removal of existing native tree growth and shrubbery.
- 2. Construction of any building or structure within this easement.
- 3. Excavation, removal or introduction of fill materials.
- 4. Dumping of refuse, cuttings, and/or grass clippings.

Notwithstanding the aforesaid, owners shall be permitted normal access and enjoyment of said easement area and the right to maintain existing vegetation and remove dead or hazardous vegetation.

IN WITNESS WHEREOF the undersigned have affixed their signatures.

Gordon Sparks

Gordon Sparks

Dorothy E. Sparks

Dorothy E. Sparks
Gordon Sparks

PUGET SOUND MUTUAL SAVINGS BANK

BY: *[Signature]*

BY: _____

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STATE OF WASHINGTON)
) ss
COUNTY OF KING)

STATE OF WASHINGTON,
County of King



On this 11th day of September, 1978, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Dorothy E. Sparks to me known to be the individual described in, and who executed the within instrument for herself and also as the Attorney in Fact for Dorothy E. Sparks and acknowledged to me that she signed and sealed the same as her own free and voluntary act and deed herself and also as hers free and voluntary act and deed as Attorney in Fact for said Dorothy E. Sparks in the capacity and for the uses and purposes therein mentioned, and that said principal is not deceased nor insane.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Jeri D. Sedstrom
Notary Public in and for the State of Washington, residing at Seattle

TL-33 R2 6/74 Safeco Title Insurance Company - ACKNOWLEDGMENT - SELF AND ATTORNEY IN FACT
WASHINGTON, APPROVED BY _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 11th day of September, 1978, before me, the undersigned, Notary Public in and for the State of Washington duly commissioned and sworn personally appeared Larry C. Lange and Gene to me known to be the Vice President and _____

respectively, of Puget Sound Mutual Savings Bank, 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 herein mentioned, and on oath stated that he 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 first written.

Jeri D. Sedstrom
Notary Public in and for the State of
Washington, residing at Seattle