

7702180583

DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS
LIMITATIONS, CONDITIONS AND AGREEMENTS WITH RESPECT
TO THE PLAT OF WOODRIDGE PARK ESTATES, LOCATION,
SECTION 4 TOWNSHIP 24 NORTH, RANGE 5 EWM.

REC-18-17, 00191 7/02180583 - A

IT IS HEREBY MADE KNOWN that M & H DEVELOPMENT CO., INC., A Washington Corporation, does by these presents made, establish, confirm and impress upon all lots in the Plat of WOODRIDGE PARK ESTATES recorded in Volume of Plats, pages and records of King County, Washington, the following restrictive covenants to run with the land and does hereby bind said corporation and all the future grantees, assignees and successors to said covenants for the term hereinafter stated and as follows:

1. GENERAL PROVISIONS. These restrictive covenants shall run with the land and shall be binding upon all parties thereto and all persons owning lots in the WOODRIDGE PARK ESTATES Plat or claiming under them until January 1, 2007, at which time said restrictive covenants shall be automatically extended for successive periods of ten (10) years unless a majority of the owners, by an instrument or instruments in writing, duly signed and acknowledged by them, terminate or amend said restrictive covenants insofar as they pertain to residential lots, and termination or amendments shall become effective upon the filing of such instrument or instruments of record in the office of the Auditor of King County, Washington. Such instrument or instruments shall contain proper references to the records of said office volume and page number of both the recording of the Plat of WOODRIDGE PARK ESTATES and the recording of this instrument in which these restrictive covenants are set forth, and to the recording of all amendments hereof.

If the parties hereto, the owners of lots in the WOODRIDGE PARK ESTATES Plat, or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in WOODRIDGE PARK ESTATES to prosecute in proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages or other dues for such violations, or both. All costs and expenses incurred, including reasonable attorney fees, in such proceedings shall be at the expense of the violator or violators, who shall be subject to judgment for the same.

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

2. 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 depth and frontage of which parcel shall equal or exceed full residential lots in the immediate vicinity in the same block.

No building or structure shall be erected, constructed or maintained or permitted upon such residential lots, except a building site as hereinabove defined. No building or structure shall be erected, constructed, maintained or permitted upon a building site except a single detached dwelling house.

The cost of all dwelling houses, (including land and improvements) shall be at least four (4) times the original purchase price of the lot upon which the dwelling house is constructed; but in no event less than sixty thousand and 00/100 dollars (\$60,000.00) provided, however, that as to a dwelling house situated upon two or more residential lots, the cost, thereof shall be submitted to the Building Committee, as hereinafter set forth, for its approval, and the Building Committee shall have the right to consider the cost of the residential lot upon which the proposed dwelling house shall be constructed, the value of adjacent or neighboring property, and any and all other factors which, in the Building Committee's opinion, shall affect the desirability or suitability of such proposed construction costs.

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The main floor finished 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 eleven hundred (1100) square feet for a one story dwelling with a daylight basement, nor less than nine hundred (900) square feet for a dwelling of more than one story with the total finished square footage area of the second and/or third story when added to the minimum 900 square foot main floor requirement, shall not be less than 1500 square feet.

3. BUILDING LIMITS. No dwelling house or garage or any part thereof, or any other structure (exclusive of fences and similar structures) shall be placed nearer to the front lot line or nearer to the side lot line or to the rear lot line than the minimum building setback lines, if any, shown on the recorded plat of WOODRIDGE PARK ESTATES. In any event, no such building or structure (exclusive of fences or similar structures) shall be placed on any lot nearer than twenty (20) feet to the front line, nor nearer than five (5) feet to any side lot line, except that the minimum set-back from the opposite interior side yard line shall be ten (10) feet, nor nearer than twenty-five (25) feet to any rear lot line except upon the approval of the Building Committee as set forth in these covenants. Where it is architecturally feasible, it is recommended that all garages, carports, storage areas, tool cabinets, garden houses and similar structures be attached to, or incorporated in and made a part of the dwelling houses.

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 outside the buildings thereon unless the same shall be underground or in conduit attached to a building. No television or radio aerial 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 or structure upon which it is erected. No rotary beams or other similar devices shall be constructed on any residential lot.

4. APPROVAL OF PLANS BY BUILDING COMMITTEE. All buildings and structures, including concrete walls and rockeries, fences and swimming pools, to be constructed in WOODRIDGE PARK ESTATES shall be approved by the Building Committee. 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 Building Committee before construction or alteration is started, and such construction or alteration shall not be started until written approval thereof is given by the Building Committee.

All plans and specifications for approval by the Building Committee must be submitted, in duplicate, at least ten (10) days prior to the proposed construction starting date.

Said plans or specifications shall be prepared by an architect or a competent house-designer approved by the Building Committee. All buildings or structures shall be erected or constructed by a contractor or house builder approved by the Building Committee.

In addition, each submitted plan must have a plot plan attached showing the following information:

1. Lot dimensions
2. House placement on lot
3. Elevation of basement and main floors with relation to point on curb

As to all improvements, constructions and alterations in WOODRIDGE PARK ESTATES, the Building Committee 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 Building Committee's opinion, for any reason, aesthetic or otherwise, and in so passing upon such design, the Building Committee shall have the right to take into consideration the suitability of the proposed building or other structure, or alterations herein as planned on the outlook of the adjacent or neighboring property, and the effect or impairment that said structures will have on the view surrounding building sites, and any other factors, which

in the Building Committee's opinion, shall affect the desirability or suitability of such proposed structure, improvements or alterations.

5. THE BUILDING COMMITTEE. The Building Committee shall be initially composed of two representatives of M & H DEVELOPMENT CO., INC., and/or any additional person or persons appointed from time to time by M & H DEVELOPMENT CO., INC., its successors or assigns. In the event of the death, disability, resignation, or inactivity in committee work of any committee member, the remaining members or M & H DEVELOPMENT CO., INC., its successors or assigns, in the event there are no remaining members, shall be authorized to appoint successor members of the committee. After January 1, 1980, all privileges, powers, rights and authority shall be vested in a committee of no less than three (3) and no more than five (5) individuals to be selected by the owners of a majority of the lots in the WOODRIDGE PARK ESTATES Plat.

6. PROSECUTION OF CONSTRUCTION WORK. Any dwelling or structure erected or placed on any residential lot in this subdivision shall be completed as to 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 yard landscaping must be completed within one hundred twenty (120) days from the date of sale 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 Building Committee.

7. EASEMENTS. Easements for installations and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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. Any and all drainage collected or sufficiently concentrated to create erosion problems in the opinion of the Building Committee shall be piped at the Purchaser's expense to the nearest underground public storm sewer line or street gutter.

8. NOXIOUS USE OF PROPERTY. No noxious, illegal or offensive use of property shall be carried on upon any lot, nor shall anything be done thereon which may be, or become, an annoyance or nuisance to the neighborhood. No grantee or grantees, under any conveyance, shall at any time conduct, or permit to be conducted, on any residential lot, any trade or business of any description, either commercial or religious, including day schools, nurseries, or church schools, nor shall said premises 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. In the event any such condition shall exist upon any lot, any person or persons owning any real property situated in WOODRIDGE PARK ESTATES may use the legal powers as set forth in paragraph (1) of General Provisions.

No trailer, basement, tent, shack, garage, barn or other outbuilding or temporary structure erected or situated in WOODRIDGE PARK ESTATES 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 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 Building Committee. The parkways in front of lots shall not be used for the overnight parking of any vehicle other than private family automobiles. No boat, boat trailer, camper, automobile, truck or other vehicle or any part

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hereof shall be stored or permitted to remain on any residential lot unless the same is: (1) Screened from the street by a six foot high sight obscuring fence or (2) Stored or placed in a garage or other full enclosed space.

9. UPPER AND LOWER LIVING VEGETATION LINE. No native evergreen plant material shall be removed from within these areas designated by the "upper and/or lower living vegetation line."

10. MAINTENANCE OF PLANTER ISLANDS. The maintenance of the Planter Islands on 130th Pl. S.E. and 129th Pl. S.E. shall be the sole responsibility of those lots directly fronting the cul-de-sac's containing the Planter Islands. Specifically, those lots are numbers 21, 22, 23, 24, 27, 43, 44, 45, 46, 47, 48, 49 and 50.

11. FENCES AND HEDGES. All fences must be constructed of wood or wood type material and blend with the architectural style of the houses occupying the lots said fences are to be erected on. All boundary walls must be approved by the WOODRIDGE PARK ESTATES BUILDING COMMITTEE.

12. ANIMALS. 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 purposes, and further provided they do not become a public nuisance.

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. The adjoining lot owners shall be responsible for the maintenance and replacement of mail box structures.

14. GARBAGE CANS AND REFUSE DISPOSAL. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other 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 with the exception of a real estate for sale or for rent sign, the maximum size of which shall meet the Bellevue City Code.

16. CLOTHES LINES. No exterior clothes lines are allowed in side or front yard areas.

17. LITIGATION, SUCCESSORS OR GRANTOR. In the event of litigation arising out of enforcement of these restrictive covenants of WOODRIDGE PARK ESTATES, the grantee or grantees so involved, shall be liable for the payment of all attorney fees, court costs and/or other expenses or loss incurred by M & H DEVELOPMENT CO., INC., in enforcing these restrictive covenants of WOODRIDGE PARK ESTATES.

The term M & H DEVELOPMENT CO., INC., as used in the covenants of WOODRIDGE PARK ESTATES shall refer to M & H DEVELOPMENT CO., INC., or to any successor of said corporation, whether by change of name, consolidation, merger, transfer of business, resignation or otherwise, or any grantee of said corporation's entire remaining interest in WOODRIDGE PARK ESTATES, provided that said grantee is designated by said corporation in the deed of transfer or written document attached thereto, as "successor" or M & H DEVELOPMENT CO., INC.

IN WITNESS WHEREOF the undersigned have affixed their signatures.


Jack L. McIntosh, President


Gerald W. Markleroad, Vice President

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STATE OF WASHINGTON)
COUNTY OF KING) ss.
)

On this 9 day of FEBRUARY, A.D., 1977, before me, the undersigned, a Notary Public in and for the State of Washington duly commissioned and sworn personally appeared Jack L. McIntosh and Gerald W. Harkleroad to me known to be the President and Vice President respectively, of M & H DEVELOPMENT CO., INC., 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 they authorized to execute the said instrument and that the seal affixed is the corporated seal of said corporation.

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

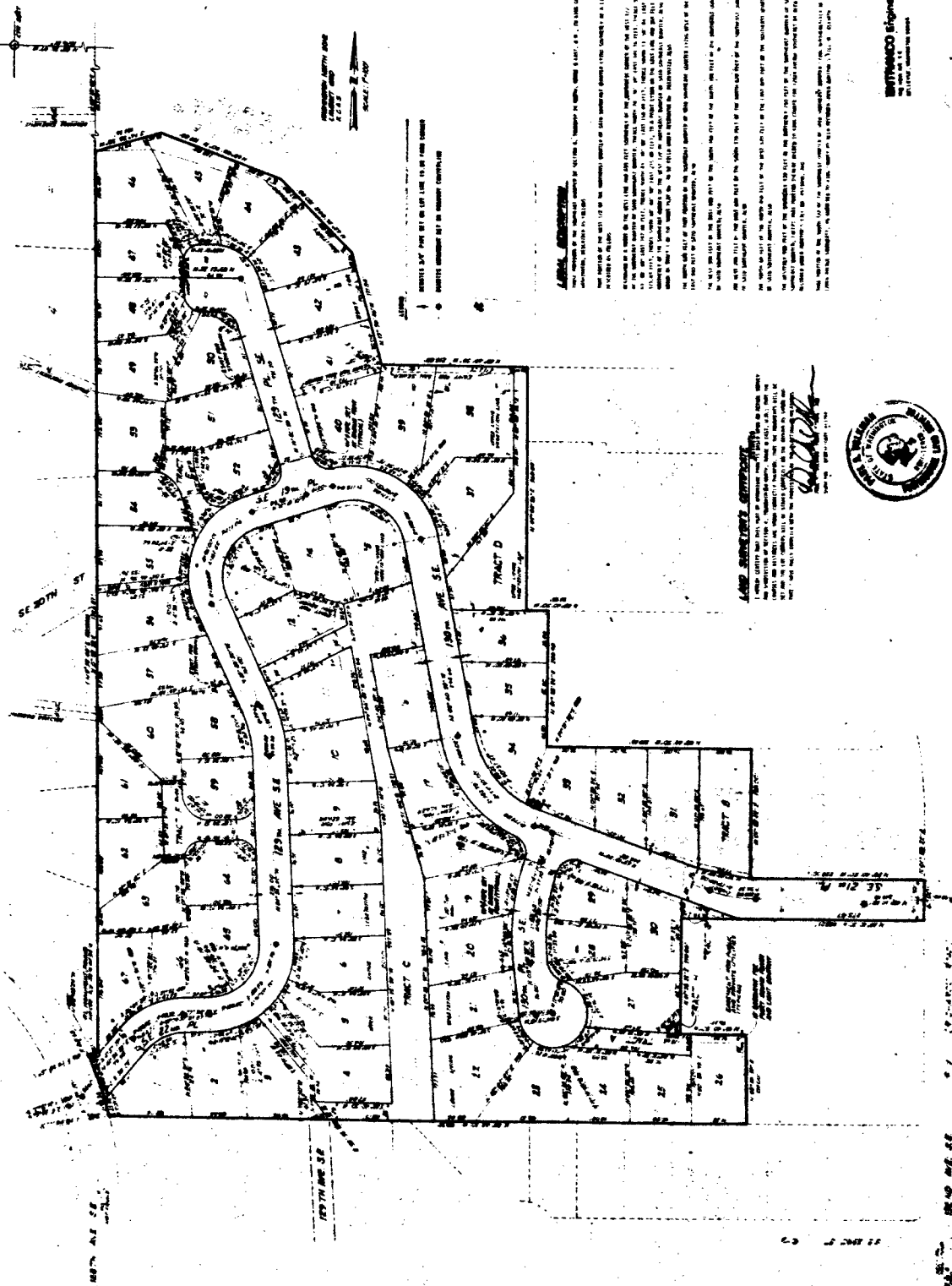
L. A. Rogers
Notary Public in and for the State
of Washington residing at Belltown

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WOODRIDGE PARK ESTATES

A PORTION OF SECTION 4, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M.

CITY OF BELLEVUE KING COUNTY, WASHINGTON



LEGAL DESCRIPTION
The following is a legal description of the land shown on this map, as recorded in the King County Records, Volume 102, Page 5.
The land is situated in the City of Bellevue, King County, Washington, and is bounded on the north by the 129th Avenue SE, on the east by the 130th Avenue SE, on the south by the 131st Avenue SE, and on the west by the 128th Avenue SE.
The land is divided into lots, and the lots are numbered as follows: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.
The land is shown on this map as being divided into lots, and the lots are numbered as follows: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.
The land is shown on this map as being divided into lots, and the lots are numbered as follows: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

LAND SURVEYOR'S CERTIFICATE
I, the undersigned, being a duly qualified and licensed land surveyor, do hereby certify that the foregoing is a true and correct copy of the original survey as recorded in the King County Records, Volume 102, Page 5.
Witness my hand and seal this 1st day of May, 1961.
[Signature]
[Seal]



BRUNNICO Engineers
1111 1st Ave. S.E.
Seattle, Wash. 98104

WOODRIDGE PARK ESTATES

A PORTION OF SECTION 4, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M.
CITY OF BELLEVUE
KING COUNTY, WASHINGTON

SHEET 2 OF 3

DEDICATION

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, owners in fee simple of the land hereby platted, hereby declare this plat and dedicate to the public forever, all roads, easements and ways shown hereon with the right to make all necessary slopes for cuts and fills, and the right to continue to drain said roads and ways over and across any lot or lots, where water might take a natural course, in the original reasonable grading of the roads and ways shown hereon.

Following the original reasonable grading of the roads and ways shown hereon, no drainage waters on any lot or lots shall be diverted or blocked from their natural course so as to discharge upon any public rights of way or to hamper proper drainage. Any enclosing of drainage waters in culverts or drains or routing thereof across any lot, as may be undertaken by or for the owner of any lot, shall be done by and at the expense of such owner.

IN WITNESS WHEREOF we have set our hands and seals.

N & H DEVELOPMENT COMPANY, INC.

Jack L. McIntosh, President

Gerald W. Markleroad, Vice President

WASHINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION (MORTGAGEE)

ACKNOWLEDGMENT

STATE OF WASHINGTON)
COUNTY OF _____) ss.

This is to certify that on this _____ day of _____, 197____, before me, the undersigned, a Notary Public, personally appeared Jack L. McIntosh and Gerald W. Markleroad, President and Vice President respectively, of N & H DEVELOPMENT COMPANY, INC., a Washington corporation, to me known to be the individuals who executed the within dedication, and acknowledged to me that they signed and sealed the same as their voluntary act and deed for the uses and purposes therein mentioned and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal the day and year first above written.

Notary Public in and for the State of
Washington Residing at _____

UTILITY EASEMENTS

An easement is hereby reserved for and granted to PUGET SOUND POWER AND LIGHT COMPANY, PACIFIC NORTHWEST BELL TELEPHONE COMPANY, WASHINGTON NATURAL GAS COMPANY, CATV, BELLEVUE UTILITY DEPARTMENT (WATER AND SEWER), and the CITY OF BELLEVUE and their respective successors and assigns under and upon the areas designated as tract; and under and upon the exterior 7 feet, parallel with and adjacent to the street frontage of all lots in which to install, lay construct, renew, operate and maintain underground conduits, cables and wires with necessary facilities and other equipment for the purpose of serving this subdivision and other property with electric, telephone, sewer, gas and water service, together with the right to enter upon the lots and tracts at all times for the purposes herein stated. Also, each lot or tract is subject to an easement 2.5 feet in width parallel with and adjoining all interior lot lines for purposes of drainage and utilities. An easement is hereby granted to the City of Bellevue also upon the said exterior 7 feet, parallel with and adjacent to the street frontage of Lots 21, 22, 23, 24, tract A, lots 27, 28, 43, 44, 45, 46, 47, 48, 49 and 50 for purposes of maintaining sidewalks.

No lines or wires for the transmission of electric current or for telephone use, CATV fire or police signals or for other purposes, shall be placed or permitted to be placed upon any lot outside the buildings thereon unless the same shall be underground or in conduit attached to the building.

ACKNOWLEDGMENT

STATE OF WASHINGTON)
COUNTY OF _____) ss.

This is to certify that on this _____ day of _____, 197____, before me, the undersigned, a Notary Public, personally appeared _____ and _____, respectively, of WASHINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION, a United States corporation, to me known to be the individuals who executed the within dedication, and acknowledged to me that they signed and sealed the same as their voluntary act and deed for the uses and purposes therein mentioned and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal the day and year first above written.

Notary Public in and for the State of
Washington Residing at _____

WOODRIDGE PARK ESTATES

SHEET 3 OF 3

A PORTION OF SECTION 4, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M.
CITY OF BELLEVUE
KING COUNTY, WASHINGTON

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.

No living vegetation shall be removed from the areas downhill from the "upper living vegetation line" or uphill from the "lower living vegetation line" as delineated on face of plat.

OWNERSHIP OF TRACTS

Ownership of Tract B is vested in the City of Bellevue.

Ownership of Tracts A, C, D, E, and F is an undivided interest vested in the respective adjacent and abutting lots within this plat of Woodridge Park Estates.

APPROVALS

Examined and approved this 15 day of Dec, 1976.

[Signature]
ENGINEER CITY OF BELLEVUE

I hereby certify that the within plat of Woodridge Park Estates is duly approved by the CITY OF BELLEVUE PLANNING COMMISSION this 15 day of DEC, 1976.

[Signature] CHAIRMAN
[Signature] SECRETARY

Examined and approved by the BELLEVUE CITY COUNCIL this 20th day of Dec, 1976.

[Signature] MAYOR
[Signature] CLERK
[Signature] CITY MANAGER

APPROVALS (cont.)

DEPARTMENT OF ASSESSMENTS

Examined and approved this _____ day of _____, 197____.

DEPARTMENT OF ASSESSMENTS

KING COUNTY ASSESSOR _____ DEPUTY KING COUNTY ASSESSOR _____

COMPTROLLER'S CERTIFICATE

I certify that there are no delinquent special assessments and all special assessments on the property herein contained dedicated as streets or for other public use are paid in full. This 14 day of Dec, 1976.

[Signature]
TREASURER, CITY OF BELLEVUE

I certify that all property taxes are paid, that there are no delinquent special assessments certified to this office for collection and that all special assessments certified to this office for collection on any of the property herein contained dedicated as streets or alleys or for other public uses are paid in full.

This 14 day of February, 1977.

OFFICE OF THE COMPTROLLER

[Signature]
KING COUNTY COMPTROLLER DEPUTY COUNTY COMPTROLLER

RECORDING CERTIFICATE 7702010760

Filed for Record at the request of the City of Bellevue this _____ day of FEBRUARY, 1977, at 20 minutes past 300 P.m. and recorded in Volume 102 of Plate, page 5,6,7, records of King County, Washington.

DIVISION OF RECORDS AND ELECTIONS

JANAGER _____ SUPERINTENDENT OF RECORDS _____

D Dec 1-54 41. and ben
Oct 22-54 41. and ben
Beryl H Hansen and Sven E. Hansen
to County of King, State of Washington
Rd of rd1 and go --- sm as 4513484 ---

4513488

All the ptn of the S 130 ft of the N 750 ft of the SW of SE1
of Sec 4-24-5 lying within a 60 ft strip, adjct 20
being 30 ft on either side of the rd1 des centerline;
beg at the sw cor of the NE1 of SE1 of Sec 4-24-5 th N on the
N-S centerline of sd SE1 of Sec 40 to apt 200 ft S of the NW cor
of the SW of SE1 of SE1 of Sec 4, thv on a curve to the left;
whose radius is 438.63 ft a dist of 375.29 ft cont 0.02 ac mri
R/W 126th Ave SE
togeth with the rd --- bal sm as form to sig ---

XON OK
(100 ft by Rd of Co Commrs)

(5)

8888

APR 1-57 \$10 (Mon 5:00-6:00 PM; No 259020)

Mr. Tolson. I have read and I agree.

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OF
THE
UNITED STATES

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Don't ask for it. 13-57

Box 2053, St. Louis, Mo 63112

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Rel of Damages Jan 21-58

Dec 26-57

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betw R.W.Bishop, Jr. Sec Modern Home Builders, Inc.
a Wh corp

to King County, a muni corp
Whas fp represent and wrt tht they are owners (tenants)
mtgee, of the fdre

Tht ptn of the NE¹ of NW¹ lying S y of Henry Richards
road and e ly of N P Rly Cos rt of way;

The SE¹ of NW¹ except the N P Rly Cos rt of way and except
tht ptn of the N¹ of sd subdiv lying W ly of sd rt of way,
The NE¹ of SW¹

The W¹ of the S y 250.00 ft of tht ptn of the NE¹ of SE¹ lying
w ly of Henry Richards rfad all in Sec 4-24-5 ewm
kow except tht otn des as Woodbridge Add No 1 and Woodbridge
Add No 2 q cc to vol 54 pg 79 and 80 and vol 58 pgs 88 -
and 89 rsptvly rec of kow

and Whas the sp by its Bd of Co Cmsrs is about to ~~XXXXXX~~
accept for recording a plat kn ad Woodbridge Add N 2 whin
the natural drainage flow from tht plat is at times across
the prop of the fp

Thfore it is mutually agreed t t the sd fp nby consent
to the natural flor of surface water from the sd plat
to be carried in its natural channel across the prop

of fp andvto hold King CO blameless forf any damage
tht may be caused by sd drfainage flow.

XCN OK by fp and Bd of Co C msrs

Attest: by Ralph R.Stender, Dep CO Aud
(Fld by Bd of Co Cmsrs)

(S)

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7702180583

DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS
LIMITATIONS, CONDITIONS AND AGREEMENTS WITH RESPECT
TO THE PLAT OF WOODRIDGE PARK ESTATES, LOCATION,
SECTION 4 TOWNSHIP 24 NORTH, RANGE 5 EWM.

REC-18-17, 00191 7/02180583 - A

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Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

2. 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 depth and frontage of which parcel shall equal or exceed full residential lots in the immediate vicinity in the same block.

No building or structure shall be erected, constructed or maintained or permitted upon such residential lots, except a building site as hereinabove defined. No building or structure shall be erected, constructed, maintained or permitted upon a building site except a single detached dwelling house.

The cost of all dwelling houses, (including land and improvements) shall be at least four (4) times the original purchase price of the lot upon which the dwelling house is constructed; but in no event less than sixty thousand and 00/100 dollars (\$60,000.00) provided, however, that as to a dwelling house situated upon two or more residential lots, the cost, thereof shall be submitted to the Building Committee, as hereinafter set forth, for its approval, and the Building Committee shall have the right to consider the cost of the residential lot upon which the proposed dwelling house shall be constructed, the value of adjacent or neighboring property, and any and all other factors which, in the Building Committee's opinion, shall affect the desirability or suitability of such proposed construction costs.

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The main floor finished 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 eleven hundred (1100) square feet for a one story dwelling with a daylight basement, nor less than nine hundred (900) square feet for a dwelling of more than one story with the total finished square footage area of the second and/or third story when added to the minimum 900 square foot main floor requirement, shall not be less than 1500 square feet.

3. BUILDING LIMITS. No dwelling house or garage or any part thereof, or any other structure (exclusive of fences and similar structures) shall be placed nearer to the front lot line or nearer to the side lot line or to the rear lot line than the minimum building setback lines, if any, shown on the recorded plat of WOODRIDGE PARK ESTATES. In any event, no such building or structure (exclusive of fences or similar structures) shall be placed on any lot nearer than twenty (20) feet to the front line, nor nearer than five (5) feet to any side lot line, except that the minimum set-back from the opposite interior side yard line shall be ten (10) feet, nor nearer than twenty-five (25) feet to any rear lot line except upon the approval of the Building Committee as set forth in these covenants. Where it is architecturally feasible, it is recommended that all garages, carports, storage areas, tool cabinets, garden houses and similar structures be attached to, or incorporated in and made a part of the dwelling houses.

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 outside the buildings thereon unless the same shall be underground or in conduit attached to a building. No television or radio aerial 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 or structure upon which it is erected. No rotary beams or other similar devices shall be constructed on any residential lot.

4. APPROVAL OF PLANS BY BUILDING COMMITTEE. All buildings and structures, including concrete walls and rockeries, fences and swimming pools, to be constructed in WOODRIDGE PARK ESTATES shall be approved by the Building Committee. 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 Building Committee before construction or alteration is started, and such construction or alteration shall not be started until written approval thereof is given by the Building Committee.

All plans and specifications for approval by the Building Committee must be submitted, in duplicate, at least ten (10) days prior to the proposed construction starting date.

Said plans or specifications shall be prepared by an architect or a competent house-designer approved by the Building Committee. All buildings or structures shall be erected or constructed by a contractor or house builder approved by the Building Committee.

In addition, each submitted plan must have a plot plan attached showing the following information:

1. Lot dimensions
2. House placement on lot
3. Elevation of basement and main floors with relation to point on curb

As to all improvements, constructions and alterations in WOODRIDGE PARK ESTATES, the Building Committee 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 Building Committee's opinion, for any reason, aesthetic or otherwise, and in so passing upon such design, the Building Committee shall have the right to take into consideration the suitability of the proposed building or other structure, or alterations herein as planned on the outlook of the adjacent or neighboring property, and the effect or impairment that said structures will have on the view surrounding building sites, and any other factors, which

in the Building Committee's opinion, shall affect the desirability or suitability of such proposed structure, improvements or alterations.

5. THE BUILDING COMMITTEE. The Building Committee shall be initially composed of two representatives of M & H DEVELOPMENT CO., INC., and/or any additional person or persons appointed from time to time by M & H DEVELOPMENT CO., INC., its successors or assigns. In the event of the death, disability, resignation, or inactivity in committee work of any committee member, the remaining members or M & H DEVELOPMENT CO., INC., its successors or assigns, in the event there are no remaining members, shall be authorized to appoint successor members of the committee. After January 1, 1980, all privileges, powers, rights and authority shall be vested in a committee of no less than three (3) and no more than five (5) individuals to be selected by the owners of a majority of the lots in the WOODRIDGE PARK ESTATES Plat.

6. PROSECUTION OF CONSTRUCTION WORK. Any dwelling or structure erected or placed on any residential lot in this subdivision shall be completed as to 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 yard landscaping must be completed within one hundred twenty (120) days from the date of sale 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 Building Committee.

7. EASEMENTS. Easements for installations and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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. Any and all drainage collected or sufficiently concentrated to create erosion problems in the opinion of the Building Committee shall be piped at the Purchaser's expense to the nearest underground public storm sewer line or street gutter.

8. NOXIOUS USE OF PROPERTY. No noxious, illegal or offensive use of property shall be carried on upon any lot, nor shall anything be done thereon which may be, or become, an annoyance or nuisance to the neighborhood. No grantee or grantees, under any conveyance, shall at any time conduct, or permit to be conducted, on any residential lot, any trade or business of any description, either commercial or religious, including day schools, nurseries, or church schools, nor shall said premises 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. In the event any such condition shall exist upon any lot, any person or persons owning any real property situated in WOODRIDGE PARK ESTATES may use the legal powers as set forth in paragraph (1) of General Provisions.

No trailer, basement, tent, shack, garage, barn or other outbuilding or temporary structure erected or situated in WOODRIDGE PARK ESTATES 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 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 Building Committee. The parkways in front of lots shall not be used for the overnight parking of any vehicle other than private family automobiles. No boat, boat trailer, camper, automobile, truck or other vehicle or any part

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hereof shall be stored or permitted to remain on any residential lot unless the same is: (1) Screened from the street by a six foot high sight obscuring fence or (2) Stored or placed in a garage or other full enclosed space.

9. UPPER AND LOWER LIVING VEGETATION LINE. No native evergreen plant material shall be removed from within these areas designated by the "upper and/or lower living vegetation line."

10. MAINTENANCE OF PLANTER ISLANDS. The maintenance of the Planter Islands on 130th Pl. S.E. and 129th Pl. S.E. shall be the sole responsibility of those lots directly fronting the cul-de-sac's containing the Planter Islands. Specifically, those lots are numbers 21, 22, 23, 24, 27, 43, 44, 45, 46, 47, 48, 49 and 50.

11. FENCES AND HEDGES. All fences must be constructed of wood or wood type material and blend with the architectural style of the houses occupying the lots said fences are to be erected on. All boundary walls must be approved by the WOODRIDGE PARK ESTATES BUILDING COMMITTEE.

12. ANIMALS. 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 purposes, and further provided they do not become a public nuisance.

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. The adjoining lot owners shall be responsible for the maintenance and replacement of mail box structures.

14. GARBAGE CANS AND REFUSE DISPOSAL. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other 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 with the exception of a real estate for sale or for rent sign, the maximum size of which shall meet the Bellevue City Code.

16. CLOTHES LINES. No exterior clothes lines are allowed in side or front yard areas.

17. LITIGATION, SUCCESSORS OR GRANTOR. In the event of litigation arising out of enforcement of these restrictive covenants of WOODRIDGE PARK ESTATES, the grantee or grantees so involved, shall be liable for the payment of all attorney fees, court costs and/or other expenses or loss incurred by M & H DEVELOPMENT CO., INC., in enforcing these restrictive covenants of WOODRIDGE PARK ESTATES.

The term M & H DEVELOPMENT CO., INC., as used in the covenants of WOODRIDGE PARK ESTATES shall refer to M & H DEVELOPMENT CO., INC., or to any successor of said corporation, whether by change of name, consolidation, merger, transfer of business, resignation or otherwise, or any grantee of said corporation's entire remaining interest in WOODRIDGE PARK ESTATES, provided that said grantee is designated by said corporation in the deed of transfer or written document attached thereto, as "successor" or M & H DEVELOPMENT CO., INC.

IN WITNESS WHEREOF the undersigned have affixed their signatures.


Jack L. McIntosh, President


Gerald W. Markleroad, Vice President

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STATE OF WASHINGTON)
COUNTY OF KING) ss.
)

On this 9 day of FEBRUARY, A.D., 1977, before me, the undersigned, a Notary Public in and for the State of Washington duly commissioned and sworn personally appeared Jack L. McIntosh and Gerald W. Harkleroad to me known to be the President and Vice President respectively, of M & H DEVELOPMENT CO., INC., 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 they authorized to execute the said instrument and that the seal affixed is the corporated seal of said corporation.

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

L. A. Rogers
Notary Public in and for the State
of Washington residing at Belltown

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