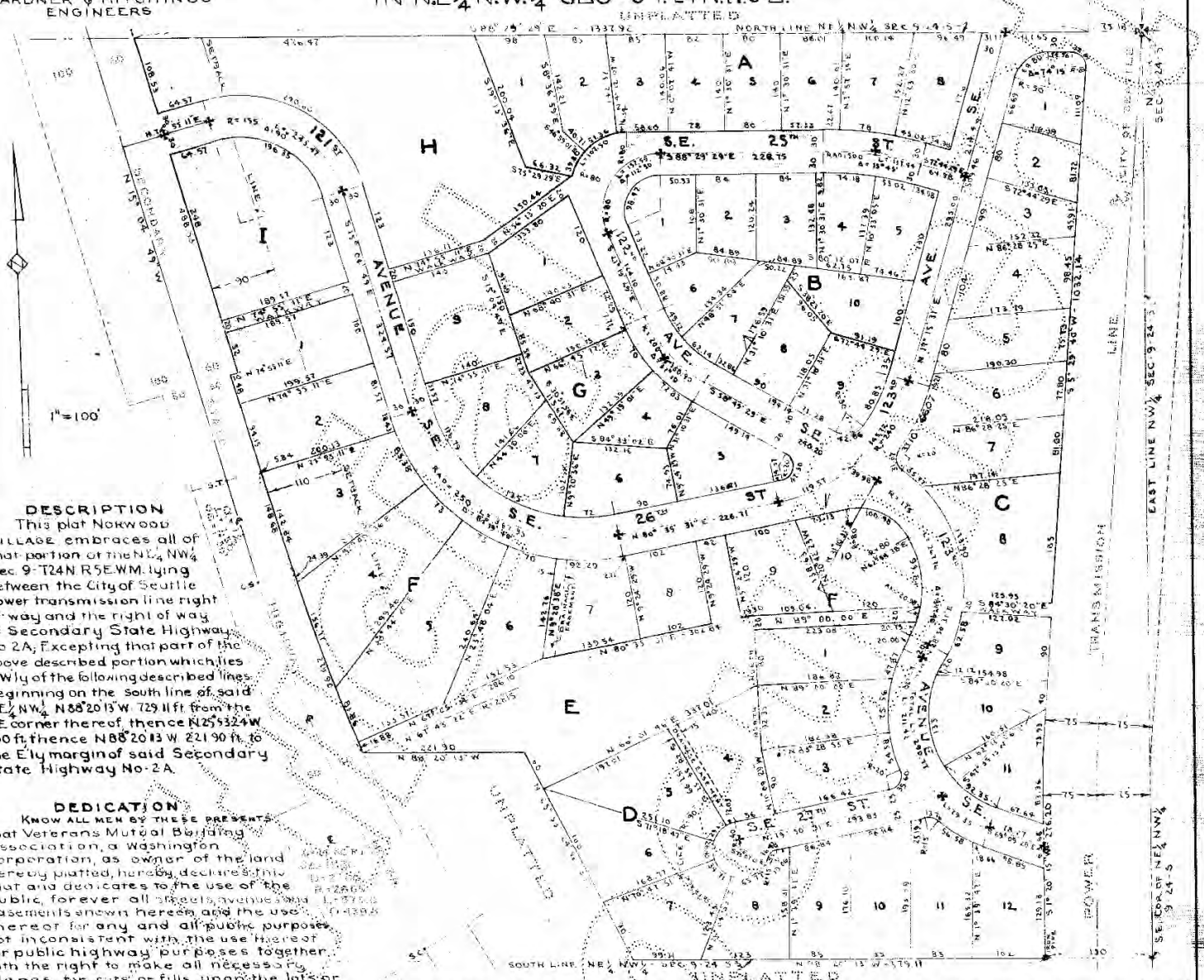
NORWOOD VILLAGE

IN N.E.¼ N.W.¼ SEC. 9 T. 24 N. R. 5 E.

GARDNER & HITCHINGS
ENGINEERS



DESCRIPTION

This plat Norwood Village embraces all of that portion of the NE¼ NW¼ Sec. 9-T24N R5E.WM. lying between the City of Seattle power transmission line right of way and the right of way of Secondary State Highway No 2A; Excepting that part of the above described portion which lies S'Wly of the following described lines. Beginning on the South line of said NE¼ NW¼ N88°20'13"W. 729.11 ft. from the S.E. corner thereof, thence N25°32'4"W 330 ft. thence N88°20'13"W 221.90 ft. to the E'ly margin of said Secondary State Highway No-2A.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS that Veterans Mutual Building Association, a Washington corporation, as owner of the land hereby platted, hereby declares this plat and dedicates to the use of the public, forever all streets, avenues and easements shown hereon and the use thereof for any and all public purposes not inconsistent with the use thereof for public highway purposes together with the right to make all necessary slopes for cuts or fills upon the lots or blocks shown hereon in the original and reasonable grading of all such streets avenues and alleys shown hereon.

IN WITNESS whereof, the said corporation has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto affixed this 20th day of February 1950

VETERANS MUTUAL BUILDING ASSOCIATION

By Mario Storiazzi ____ Pres.

By Earl L. Nein ____ Sec.

CORPORATE SEAL 1944

RESTRICTIONS

No lot or portion of a lot of this plat shall be divided and sold or resold or ownership transferred whereby the ownership of any portion of this plat shall become less than 6000 sq. ft. All lots are to be restricted to R-1 (residence) use with a minimum width of 60 ft. (at the building line) All lots are subject to the restrictions, rules and regulations of King County Resolution No. 11373 and subsequent official County resolutions. Approved for Septic Tanks, with not less than 200 lin. ft. drainfield for each system.

NOTARY PUBLIC

I hereby certify that the within plat, Norwood Village, is duly approved by the King County Planning Commission this 14 day of March 1950

Chairman

Sec. Planning Officer

ACKNOWLEDGMENT

State of Washington
County of King

This is to certify that on this 20th day of February 1950 before me the undersigned, a Notary Public personally appeared Mario Storiazzi and Earl L. Nein known to me to be the Pres. and Sec. respectively of Veterans Mutual Building Association a corporation, which corporation has executed the foregoing instrument and each of the said named officers acknowledged the said instrument to be the free and voluntary act and deed of the corporation of which he is an officer, for the uses and purposes therein mentioned and on oath stated that he was authorized to execute the said instrument and that the seal there to affixed is the corporate seal of the said corporation.

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

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

SEAL

We hereby certify the above described plat is based upon an actual survey and that the courses and distances are correct.
Gardner & Hitchings Inc. By Roy V. Gardner
State License 2155 Renewal 5163

Examined and approved this 10th day of March 1950
King County Road Engineer

Examined and approved this 13th day of March 1950
Chairman Board of County Commissioners
Attest Ralph R. Rendes
Clerk, Board of County Commissioners

3994448

Filed for record at the request of King County Planning Commission this 16 day of March 1950 at 99 minutes past 9 A.M. and recorded in Vol. 47 of Plats at Page 31 Records of King County, Washington.

Robert A. Mercy
King County Auditor

SEAL

SEAL

DECLARATION of RESTRICTIONS of NORWOOD VILLAGE and NORWOOD VILLAGE DIVISION NUMBER 2

(As Amended Through January 1990)

Part A.

KNOW ALL MEN BY THESE PRESENTS: That the Norwood Village Corporation, a Washington corporation; the members thereof individually, as marital community members and all as owners of lots, tracts and blocks of land in a recorded plat known as Norwood Village, as recorded in Volume 47 of Plats at Page 31, records of King County, Washington, and as Norwood Village Division Number 2, as recorded in Volume 49 of Plats at Page 81, records of King County, Washington, and herein referred to collectively as Norwood Village, do hereby establish the following protective restrictions, covenants, conditions and limitations to which both plats shall be subject, as follows:

Part B. Application

B-1. AREA:

The entire area above described shall be covered by residential area covenants set forth in Part C herein, except those areas which may hereinafter be designated as park areas by the Architectural Control Committee hereinafter provided for, and to which those covenants set forth in Part D herein shall apply, and those areas set forth in Part G herein, to which those covenants set forth in Part G herein shall apply.

B-2. NORWOOD VILLAGE CORPORATION:

Administration of the properties herein described and the rights, restrictions, conditions, responsibilities, covenants, reservations, assessments, liens and charges, herein granted and imposed shall be pursuant to the By-Laws of Norwood Village Corporation. Nothing herein contained shall limit the rights set forth in Paragraph F-2.

B-3. MEMBERS OF NORWOOD VILLAGE CORPORATION:

Every record owner of a lot in the above described properties shall be a member of Norwood Village Corporation. Membership shall be appurtenant to and may not be separated from ownership of any lot. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they may determine but in no event shall more than one vote be cast with respect to any lot. When one residential property (i.e., one residence and adjoining land that is customarily treated as a single unit and that would normally be transferred as a single property) is made up of more than one lot as shown on the plat or of one or more lots plus portion(s) of adjoining lot(s) as shown on the plat, such residential property shall be treated as a single lot for the purposes of membership, voting, and assessments.

Part C. Architectural Control

C-1. STRUCTURES.

No building, fence, or other structure shall be erected, placed, or altered on any lot until the construction plans or the plans for modification of any existing structure, a plan showing the exact location of the proposed structure, and a time for completion of the work have been fully approved by the architectural control committee, hereinafter provided for, as to (1) quality of materials and workmanship; (2) harmony of external design with existing structures and (3) location with respect to topography, lot boundaries, and streets. Plans shall be submitted in duplicate, one copy of which shall be returned to the owner, and the other shall be retained by the committee.

C-2. LAND USE AND BUILDING TYPE.

No lot shall be used except for residential purposes. No building, fixed or mobile, shall be erected, altered, placed, or permitted to remain on any lot other than on any of the following: (1) a detached, single family dwelling not to exceed 1-1 /2 stories in height on the upper side of the lot and not to exceed two stories in height on the lower side of the lot; (2) a private garage for not more than two autos; and (3) a garden house.

C-3. LANDSCAPE CONTROL.

No fence, wall or hedges on any part of any lot shall exceed the height of five feet without the approval of the architectural control committee. Whenever the architectural control committee shall determine that a tree, a shrub, or hedge on a lot unnecessarily and unreasonably interferes with another lot's light or view, or interferes with visibility for traffic at intersections and corners, the architectural control committee shall have the power, in its discretion, to require the removal, alteration, or modification of the offending object. It is agreed that this power is to be used only for strong and compelling reasons.

C-4. DWELLING COSTS, QUALITY AND SIZE.

No dwelling shall be permitted if the construction cost is less than the average replacement cost of the various existing houses in the proximity with same. It is the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that produced during the construction of the original dwellings in Norwood Village, and it shall be interpreted accordingly by the architectural control committee. The ground floor area of each dwelling, exclusive of carport, garage, patio or court, shall be not less than 1,000 square feet for a one-story dwelling, and not less than 600 square feet per story for a dwelling with two finished stories.

C-5. SUBDIVISION.

No lot as designated in Norwood Village Plat (volume 47 plats, page 31) and Norwood Village Div. No. 2 Plat (volume 49 plats, page 81) shall be subdivided except (1) (5/18/54) lot 9, block 1, Norwood Village, Division No. 2, as recorded in volume 49 of plats at page 81, King County, Washington, which may be subdivided so that the east 20 feet thereof may be conveyed to the owner of lot 10, block 1, Norwood Village Division

No. 2, King County, Washington, (2) (9/29/54) lot 10, block 2, Norwood Village Div. No. 2, as recorded in volume 49 of plats, page 81, King County, Washington, which may be subdivided so that the south eight feet thereof may be conveyed to the owner of lot 11, block 2, Norwood Village No. 2, King County, Washington, (3) (8/10/70) lot 9, block B, Norwood Village, as recorded in volume 47 of plats, page 31, King County, Washington, which may be subdivided so that the western seven feet and northerly 15 feet may be conveyed to the owner of the adjacent lot 8, block B, Norwood Village, and (4) (11/28/89) Lot 8, Block C, Norwood Village as recorded in Volume 47 of Plats at Page 31, records of King County, Washington, which may be subdivided into two lots, Lot 8 and Lot 8-A, neither of which shall be less than 10,000 square feet.

C-6. EASEMENTS.

Easements for installation and maintenance of utilities and drainage facilities are reserved where designated as "Drainage Easement" in the above-described plat.

C-7. NUISANCES.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which might be, or might become, an annoyance or nuisance to the neighborhood.

C-8. TEMPORARY RESIDENCE.

No garage, house trailer, or garden shelter shall be used as a residence, either temporarily or permanently.

C-9. SIGNS.

No sign of any kind shall be displayed on any lot except: (1) one sign of a size customarily used in a residential neighborhood advertising the property for sale or rent, or (2) a political sign, provided that political signs are permitted only during campaign periods and must be removed no more than 2 days after election day.

C-10. OIL AND MINING OPERATIONS.

No oil drilling operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot.

C-11. LIVESTOCK AND POULTRY.

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats and other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

C-12. GARBAGE AND REFUSE DISPOSAL.

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 storage or disposal of such material shall be kept in a clean and sanitary condition and concealed from public view.

C-13. WATER SUPPLY.

[repealed]

C-14. SEWAGE DISPOSAL.

[repealed]

Part D. Park Area

D-1.

The park areas which may hereinafter be selected by the Architectural Control Committee shall be used for usual park developments only. The only development work allowed will be that of attractively landscaping any part of the park areas, constructing recreational facilities, and erecting buildings for recreation and community purposes. Also any related work necessary to effectuate the proceeding developments, as the construction of paths and the providing of necessary utilities, is allowed. Any building erected in a park area shall be attractively designed and shall not be located within 20 feet of either the interior lines or the street lines of such park areas.

No developments of park areas shall be made unless the architectural control committee has approved the plans for said development.

D-2.

Paragraphs C-7 to C-14 inclusive of this instrument shall also apply to said park areas.

Part E. Architectural Control Committee

E-1. MEMBERSHIP.

The Architectural Control Committee shall be composed of one block representative of owners of lots for each of block A, block B, block C, block D, block F, and block G of Tract No. 1 and block No. 1, block 2, block 3, and block 4 of Tract No. 2. These representatives shall be appointed by the board of trustees of Norwood Village Corporation. In case of the death, disability or resignation of any member or members of the said committee, the survivor member or members shall have the authority to nominate another member of Norwood Village Corporation to fill the vacancy thus created, provided, however, the committee must always have a block representative for each of blocks A, B, C, D, F, and G in Norwood Village and block 1, 2, 3 and 4 in Norwood Village Div. No. 2, King County, Washington. The individual nominated shall become a member of the committee upon appointment by the board of trustees of the Norwood Village Corporation. Three consecutive unexcused absences from Architectural Control Committee meetings shall constitute resignation. Said committee shall act without compensation. The Committee shall be a standing committee of the Norwood Village Corporation, shall be subject to oversight by the board of trustees of said corporation, and shall receive its funding from the budget of said corporation. The chairman of the Committee shall be appointed by the president of said corporation and shall serve at the pleasure of the board of trustees.

E-2. PROCEDURE.

The Committee's approval or disapproval of any matter considered by it shall be expressed by a majority vote of the entire membership of the committee, and such approval or disapproval shall be in writing. The Committee shall meet upon call by any two members thereof by signed written notice delivered to the others thereof of the time, place and purpose of such meeting. All matters presented to the committee meeting shall be acted upon before expiration of thirty days thereafter. In the event that the committee fails to approve or disapprove any construction or alteration plans and specifications or other documents within sixty days after such plans and specifications or other documents have been submitted to the secretary, said plans and specifications or other documents shall be deemed approved. The committee shall keep written records of all proceedings of the committee, which records shall be open to inspection by record owners of lots in the said area at convenient and reasonable times.

Part F. Administration

F-1. TERM.

These covenants are to run with the land and shall inure to the benefit of Norwood Village Corporation and its members and the record owners to the lots which are a part of the properties heretofore described and shall be binding on all parties and all persons claiming under them. Tenants shall be bound hereby and abide by the same restrictions and be given a copy of these covenants upon taking possession and be informed of the procedure by the record owner of the property.

F-2. ENFORCEMENT.

The Norwood Village Corporation or any record owner of a lot within the described property shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges, now or hereafter imposed by the provisions of this Declaration. Failure by Norwood Village Corporation or any record owner to enforce any such restrictions, conditions, covenants, reservations, liens or charges herein contained, shall in no event be deemed a waiver of the right to do so thereafter.

F-3. AMENDMENT.

The then owner or owners of legal title to a majority of the residence lots in said recorded plat may at any time by an instrument in writing duly signed and acknowledged by said owner or owners, terminate or amend these protective covenants, and such termination or amendment is to all or any of the property in said recorded plat shall become effective upon the filing for record of such instrument or instruments in the office of the Auditor of King County, Washington. Such instrument or instruments shall recite proper references to the records of said office by volume and page of the recording of the Plat of Norwood Village, and the recording of all subsequent instruments amending said protective covenants. Invalidation of any of the foregoing covenants shall not affect the validity of the others.

Part G.

G-1. DESIGNATED OPEN SPACE AREAS.

The following real property situated in King County Washington and owned by Norwood Village Corporation, is hereby designated as "open space" land to be used only for the benefit of the lot owners and contract purchasers of Norwood Village and Norwood Village No. 2:

a. Block E, H, and I of Norwood Village, according to plat recorded in Volume 47 of plats at page 31 records of King County, Washington

b. Lot 1, Block D and Lot 1 Block F of Norwood Village, according to plat recorded in Volume 47 of plats at page 31 records of King County, Washington

c. Tax lot 190 which is more particularly described as: a portion of the Northeast 1/4 of the Northwest 1/4 lying easterly of plat of Norwood Village less the North 30 feet less county road, Section 9, township 24, range 5 situated in King County, Washington

d. That portion of the Northeast 1/4 of the Northwest 1/4 of Section 9, Township 24 N., Range 5 E., W.M., in King County, Washington, described as follows: BEGINNING at the intersection of the S. line of said subdivision with the Ely. right-of-way line of secondary State Hwy. No. 2-A, Kennydale to Bellevue as it existed on December 31, 1948; thence E. along said S. line 200 ft; thence NWly. along a line parallel with the Ely. right-of-way line of said Hwy 105 ft. to the true point of beginning thence continuing NWly. along said parallel line 225 ft. thence W. on a line parallel with the S. line of said subdivision to the Ely. right-of-way line of said highway; thence Sly. along said Ely. line to a point which would lay 105 ft. NWly. from said S. line, as measured along said Ely. line; thence E. on a line parallel with the S. line of said Subdivision to the true point of beginning; EXCEPT that portion thereof lying Ely. of the right-of-way line of said Hwy, being all that portion lying Wly. of a line drawn parallel with and 150 ft. distant Ely. measured at right angles and/or radially from the centerline survey of said Hwy. as surveyed over and across the above-described parcel, and as conveyed to the State of Washington by Deed's recorded under Auditor's File No. 4164177, 4164178 and 4164179 and EXCEPT that portion thereof condemned in U.S. District Ct. Cause No. 4795 for Primary State Hwy. No. 1

No buildings or other structures shall be erected on the above described real property.

G-2. AMENDMENT OF PART G.

The covenants, conditions, restrictions, and limitations contained in G-1, G-2, and G-3 shall run with and bind the land and shall be binding on all lot owners and contract purchasers of any lot in Norwood Village and Norwood Village Division No. 2, on all persons claiming under them and on Norwood Village Corporation until 20 years from

the date this amendment adding Part G is recorded[1]. After said time said covenants in G-1, G-2, and G-3 shall be automatically extended for successive periods of 10 years unless an instrument signed by not less than 75% of the then recorded owners of the lots in Norwood Village and Norwood Village Division No. 2 be recorded prior to the expiration of such 20 year or 10 year period as the case may be agreeing to change G-1, G-2, and/or G-3 in whole or in part. Any such change shall become effective at the end of the 20 or 10 year term, as the case may be.

G-3. RELATION OF PART G TO THE COVENANTS IN PARTS A THROUGH F.

Paragraphs F-1, Term, and F-3, Amendment, shall not apply to or affect in any way the covenants, conditions, restrictions and limitations contained in Part G. To the extent that Part G conflicts with any other of the Declaration of Restrictions of Norwood Village and Norwood Village No. 2, including but not limited to those contained in Part D of said Restrictions, the provisions of Part G shall control.

Invalidation of any of Part G shall not affect the validity of the covenants in Part A through F or the remainder of Part G. Invalidation of any of the covenants in Part A through F shall not affect the validity of the Covenants contained in Part G.

Part H. Assessments

H-1. AGREEMENT TO PAY ASSESSMENTS.

Each record owner of legal title to a lot in Norwood Village by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, and by adoption of the Declaration, covenants and agrees to pay Norwood Village Corporation annual assessments or charges and special assessments; such assessments to be established and collected as authorized herein.

H-2. LEVYING ASSESSMENTS.

Annual and special assessments shall be determined in accordance with the By-Laws of Norwood Village Corporation.

H-3. PAYMENT PERIODS.

Annual assessments shall be paid in full to the Norwood Village Corporation on or before April 1, commencing with the year 1990. The Norwood Village Corporation may set a different due date for annual assessments in the By-Laws of said Corporation. Special assessments shall be paid in full within 90 days of the approval unless a different time period is established at the time the assessment is approved, but in no case shall the period be less than 30 days.

H-4. USE OF ASSESSMENTS.

All of the monies collected by the Norwood Village Corporation through annual assessments shall be used for the purpose of promoting the recreation, health, safety, and

[1] Recorded February 14. 1980

welfare of the residents of the properties and in particular for payment of taxes, insurance, drainage assessments, and other expenses relating to commonly owned properties, for the expenses necessary for the operation of the Norwood Village Corporation, to maintain a reserve fund, and for such other purposes as may be approved by the members of Norwood Village Corporation in accordance with the provisions of the Norwood Village Corporation By-Laws. All of the monies collected by the Norwood Village Corporation through a special assessment shall be used for the purpose for which the assessment was levied and provisions for the disposition of any excess shall be made at the time the special assessment is approved. Said corporation shall render annual statements accounting for its receipts and disbursements.

H-5. EFFECT OF NON-PAYMENT OF ASSESSMENTS; REMEDIES.

Any assessment not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 12% per annum on the unpaid balance. Norwood Village Corporation may take action to collect said assessments and may bring an action at law or in equity against the record owner personally obligated to pay or to foreclose the lien against the property, and attorney's fees of any such action shall be added to the amount of such assessment. The amount of interest set forth herein to be charged against delinquent assessments may be increased or decreased by Norwood Village Corporation pursuant to ByLaws adopted by its members, provided that any increase or decrease shall not apply to assessments then currently delinquent, and that the amount of interest charged shall not under any circumstances exceed the legal limit permitted by the laws of the state of Washington.

H-6. CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.

The annual and special assessments, together with interest, costs, costs of collection, and attorney's fees incurred in connection therewith shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment together with interest, costs, costs of collection, and attorney's fees shall also be the personal obligation of the person who was the record legal owner of such property at the time the assessment became due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

H-7. SUBORDINATION OF LIEN TO MORTGAGES.

The lien of the assessment provided for herein shall be subordinate to the lien of all mortgages or deeds of trust, now or hereafter placed upon the same property; provided, however, that such subordination shall apply only to assessments which shall have become due and payable prior to the sale or transfer of the property pursuant to a decree of foreclosure, or any proceeding in lieu of foreclosure, and shall not apply after such sale or transfer.

H-8. PRIOR ASSESSMENTS.

No interest will be charged or lien action taken with regard to assessments owed the Norwood Village Corporation for years prior to 1990 if said assessments are paid in full

by April 1, 1990, or by such other agreement satisfactory to the Corporation Board of Trustees. Such prior assessments, if not paid by April 1, 1990, will be subject to the lien and interest provisions of PART H on that date, and April 1, 1990, shall be deemed to be the date such assessments were first due and payable.