

PROTECTIVE COVENANTS

WOODVIEW NO. 3

In Section 9, Township 24 North, Range 5 M
East W. M., King County, Washington

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KNOW ALL MEN BY THESE PRESENTS:

That Ray R. & Marion R. Duncan, the owners of all the real property in Woodview, King County, Washington, do hereby declare the following Protective Covenants, their conditions and reservations as established, pertaining to all of the property in the said named addition.

The plat and dedication are made subject to the following restrictions and covenants which run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (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.

If the parties hereto, 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 other person, or persons, owning any real property situated in said development or subdivision to prosecute any 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 violation.

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.

1. All lots in the tract shall be known and be described as residential lots. No structures shall be erected, altered, placed or be permitted to remain on any residential building plot, other than one, detached, single family dwelling. Based on a conclusion by the architectural control committee, hereinafter provided for, expressed in writing that the harmonious development of the premises will not be adversely affected, a bi-level or a tri-level or a two story dwelling may be permitted.

2. No building shall be located nearer than twenty (20) feet to the front lot line, or nearer than fifteen (15) feet to the side street line.

3. No dwelling shall be erected or placed on any lot having a width of less than seventy (70) feet at the minimum building set-back line, nor shall any dwelling be erected or placed on any lot having an area of less than eighty-five hundred (8500) square feet.

4. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

5. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than eleven hundred (1100) square feet.

6. Easements are hereby reserved over and upon any residence tract or tracts for guy wires and guy poles for utility pole lines, where necessary, and under, over and across a right of way 5 feet in width on each side of the common boundary line of any residence tract and 10 feet in width under, over and across any portion of any such tract or tracts not adaptable or previously used as a building site in the original installation for construction and replacement and maintenance of water pipe lines and sewage pipe lines, conditioned that upon any entry for installation, replacement or maintenance the entity furnishing the utility shall restore the surface of the ground substantially to its original condition with reasonable expedition. Easements, other than for guy wires and guy poles, that are not in use by a utility within 5 years from date of record hereof, shall automatically terminate.

MAY 2 1958

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7. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finished painting, within eight months after date of commencement of construction and shall be connected to septic tank or public sewer.

8. The minimum rear yard shall be twenty-five feet, which in all cases shall be opposite the narrow side of the lot abutting a street.

9. 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 they are not kept, bred, or maintained for any commercial purpose.

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

11. No tree, shrub, or planting of any type, other than that existing at the time this instrument was filed, shall be allowed to grow more than fifteen feet in height.

12. Until public sewers are available, all sewage disposal shall be by means of septic tanks and tile disposal fields in accordance with the regulations of the State of Washington, Department of Public Health and local authority.

13. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan have been approved in writing by an architectural control committee composed of the following members:

Arthur H. Hammann)	c/o John Davis & Co.
James R. Scott)	2nd and University Bldg.
William Mundt)	Seattle, Washington

or by a representative designated by a majority of the committee. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. The committee members shall have full authority to designate a successor. The committee or its authorized representative shall have authority to pass on the following:

Siting of Building

1. Setback
2. Interference with view or with other houses
3. Suitability for sewage disposal
4. Height limitation

Construction

1. Appearance
2. Interference with view or with other houses

Sewage Disposal

1. Adequacy and workability

The property owner shall pay all attorney fees, court costs and other expenses incurred in enforcing the decision of the committee. In the event said committee, or its designated representative fails to approve or disapprove the design and location within 30 days after the plans and specifications have been submitted to it or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been complied with fully.

The members of the committee or its designated representative shall receive no compensation for services performed pursuant to the covenant. The powers and duties of such committee, and of its designated representative, shall cease when 90% of said residence tracts shall have been originally sold by the grantors or developers, or by the successor or successors in interest of any thereof. Thereafter the approval described in this Covenant shall not be required unless, prior to said date and effective thereon, a

MAY 2 1958

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written instrument shall be executed by the then record 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 said committee.

IN WITNESS WHEREOF, the undersigned have on this 30th day of APRIL, 1958, affixed their signatures.

Ray R. Duncan
Marion Duncan

STATE OF WASHINGTON,) ss.
County of King }

On this day personally appeared before me Ray R. Duncan & Marion Duncan to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 30th day of April 1958

Edmund Tanino
Notary Public in and for State of Washington
residing at

MAY 2 1958