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CCR

RECORDED THIS DATE
Dec 14 2 27 PM '82
COUNTY OF KING
WASHINGTON

DECLARATION OF PROTECTIVE COVENANTS
RUNNING WITH THE LAND
FOR
GLENTERRA

FILED TO RECORD AT REQUEST
Name Hugh G. Goldsmith Assoc
Address 501 Lynn Bldg
Sev 111- 98114

82-12-14 #0786 B
RECORD F 7.00
CASH/CL ***+7.00
22

Recorded Dec 14, 1982,
under Auditor's File No. 8212140682

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THIS INDENTURE AND DECLARATION of Covenants, running with the land, made this 18 day of November, 1982, by the undersigned,

WHEREAS, said parties are the owners in fee of Glenterra, a residential subdivision in King County, Washington, as recorded in Volume 123 of Plats, Pages 4 and 5, Records of King County, Washington, hereinafter the Subdivision;

WHEREAS, it is the desire of said parties that said Covenants be recorded and that said Protective Covenants be thereby impressed upon the Subdivision 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 the Subdivision the following Protective Covenants to run with the land, and do thereby 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 and a private garage for not less than two cars.
3. Minimum area requirements for dwelling will be as follows:
 - (i) Rambler not to be less than 1,050 square feet, exclusive of open porches and garages.
 - (ii) Split level not to be less than 850 square feet on the top floor, with total minimum living area not less than 1,200 square feet.
 - (iii) Two story not less than 800 square feet on the first floor, with total minimum living area not less than 1,400 square feet.
 - (iv) Tri-level not to be less than 1,000 square feet on the main floor, with total minimum living area not less than 1,350 square feet.

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4. No building shall be located on any lot nearer to the front lot line than 20 feet to the front lot line, or nearer than 15 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 those lots which, due to size and shape, require averaging the minimum 25 feet. For purposes of this Covenant, eaves, steps, open porches and chimneys 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.
6. Easements for drainage and utility facilities are reserved over a 2½ foot wide strip along each 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 specifically accepts responsibility.
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 6 months from date of start of construction except for reasons beyond control in which case a longer period may be permitted. All structures shall be approved by an Architectural Control Committee hereinafter designated. Front yard landscaping shall be completed within 12 months from date of start of construction. Structure shall be deemed approved by the Architectural Control Committee if no response is received from said Committee within 30 days of plan submittal.
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.

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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. The total number of pets will be no more than two unless as otherwise agreed upon by the Architectural Control Committee.
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.
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 fence, wall or hedge shall be erected, placed or altered on any lot higher than 40 inches between any street and the building setback line. Necessary retaining walls may be constructed where the top does not extend more than two feet above the higher finished yard grade of said wall. All fencing shall be maintained in good condition.
16. Home construction specifications and design shall include shake roof, a minimum of one fireplace and driveway material consisting of asphalt, concrete or exposed aggregate.
17. No microwave or other receiving station equipment shall be allowed within visibility of the front street.
18. Standard curtain materials only will be permitted as window covering. At no time are blankets, sheets, foil, etc. to be placed in windows visible from the front street.
19. No clothes lines are to be visible from the front streets.
20. 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.
21. Invalidation of any one of these Covenants by judgement or court shall in no way affect any of the other provisions which shall remain in full force and effect.
22. 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 period 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. Prior to the expiration of this initial 30 year period, these Covenants can be changed by approval of 2/3 of the Lot Owners. Each Lot shall account for one vote.

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23. Each dwelling or structure erected or placed on any lot shall be constructed by a licensed contractor unless otherwise approved by the Architectural Control Committee hereinafter designated.


MEMBERSHIP: The Architectural Control Committee is composed of: DAL S. BRYNELSEN

PLAT RESTRICTIONS

No lot or a portion of a lot in this plat shall be divided and sold or re-sold 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.


IN WITNESS WHEREOF the undersigned have affixed their signatures.

Sea Can, Inc., a Washington Corporation

By: 
Dal S. Brynelsen,
Vice President


H. B. Robertson

Canadian Imperial Bank of Commerce

By: 
Barrie A. Wood,
Assistant Manager

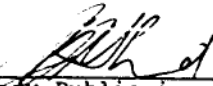

Parsla A. Robertson

ACKNOWLEDGEMENTS

DOMINION OF CANADA)
PROVINCE OF BRITISH COLUMBIA) ss
CITY OF VANCOUVER)

I, the undersigned, a Notary Public in and for the Province of British Columbia, hereby certifies that on this 18 day of November, 1982, personally appeared before me H.B. Robertson and Parsla A. Robertson, husband and wife, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein described,

Witness my hand and official seal hereto affixed the day and year above written.


Notary Public in and for the Province of British Columbia, residing in VANCOUVER

8212140756

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 22 day of November, 1982, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Barrie A. wood, to me known to be the Assistant Manager of Canadian Imperial Bank of Commerce, 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 he is 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 above written.

[Signature]
Notary Public in an for the State of Washington, residing in [Address]

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 22 day of November, 1982, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Dal S. Brynelsen, to me known to be the Vice-President of Sea Can, Incorporated, 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 he is 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 above written.

[Signature]
Notary Public in and for the State of Washington, residing in [Address]

