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DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS,
EASEMENTS AND AGREEMENTS WITH RESPECT TO
THE PLAT OF COMPTON GREEN

The undersigned, owners of the real property described in the plat of Compton Green, which plat is recorded in Volume 83 of Plats, pages 15, 16, 17, & 18, records of King County, Washington, hereby declare and impose the following protective covenants, restrictions, conditions, easements, liens and agreements (hereinafter collectively called "covenants") upon said real property and each lot and parcel thereof. These covenants are imposed pursuant to a general plan for the development and use of the subject property, which property will be conveyed by the undersigned, their successors and assigns, subject hereto. These covenants shall run with the real property, shall be binding upon all parties having or acquiring any right, title or interest in the subject property or any part thereof, and shall inure to the benefit of each owner of any portion of the subject real property.

ARTICLE I.

Definitions

The following terms, as used herein, shall have the meanings set forth in this Article.

"Association:" Compton Green Homeowners Association, Inc., its successors and assigns.

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"Properties:" The real property within the plat of Compton Green and such additional real property as may hereafter be brought within the jurisdiction of the Association. Such additional real property shall be brought within the jurisdiction of the Association only upon amendment of the Association's Articles of Incorporation by the affirmative vote of a two-thirds majority of all the members, at a meeting called for that purpose; provided, however, that the following described real property may be brought within the jurisdiction of the Association on or before September 30, 1976 should the owner or owners thereof file or record a Declaration of Covenants, Conditions and Restrictions, or other document sufficient to make the said property subject to the conditions and restrictions set forth herein:

The east 850 feet of the north 1050.00 feet of the northeast quarter of the northeast quarter of Section 21, Township 25 North, Range 5 East, W.M. in King County, Washington, EXCEPT the east 30.00 feet thereof heretofore conveyed to King County for road under Auditor's File No. 3878730; and EXCEPT that portion of said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 31 described as follows:
Beginning at the southeast corner of said subdivision; thence north 1°52'57" east along the east line hereof a distance of 279.77 feet; thence north 87°17'00" west a distance of 310.04 feet to the True Point of Beginning; thence continuing north 87°17'07" west, a distance of 540.00 feet; thence north 1°52'57" east a distance of 480.00 feet; thence south 46°01'10" east, a distance of 727.69 feet to the True Point of Beginning.

"Common Areas:" All real property owned by or subject to easement for the common use, benefit or enjoyment of the Association or the members.

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"Lot:" Any plot or parcel of land shown upon any recorded subdivision map of the properties, except common areas.

"Member:" Every person or entity who holds membership in the Association.

"Owner:" The record owner, whether one or more persons or entities, of a fee interest (the whole of which is not subject to a contract of sale) or a vendee's interest in a contract of sale to any lot, except persons having an interest merely as security for the payment of a debt or performance of an obligation.

ARTICLE II

Compton Green Homeowners Association, Inc.

The Articles of Incorporation of the Association are on file with the Secretary of the State of Washington and with the Auditor of King County, Washington. By-Laws of the Association shall at all reasonable times be available for inspection at the principal place of business of the Association. Amendments to the Articles of Incorporation and By-Laws may be made with the approval of the members in the manner provided by law and the Articles of Incorporation and By-Laws of the Association.

By this reference the Articles of Incorporation and By-Laws of the Association, and all duly enacted present and future amendments thereto, are incorporated herein as if fully set forth, and all persons acquiring any right, title and interest

in any lot shall be bound thereby.

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The undersigned, for each lot owned, hereby covenants and agrees, and each owner of any lot, by acceptance of a deed therefor or other conveyance thereof, whether or not it shall be so expressed in any such deed or conveyance, hereby covenant and agree, to pay to the Association such annual and special charges, dues and assessments as shall be fixed and assessed by the trustees of the Association in the manner provided by the Articles and By-Laws. Such charges, dues and assessments, together with interest thereon and costs of collection, including reasonable attorney fees, shall be a charge against the members and a continuing lien upon the property against which any such charges or assessments are made; provided, however, that such lien shall be subordinate to any mortgage or deed of trust, whether prior or subsequent in time.

ARTICLE III

Dedication of Common Areas and Easements

The undersigned, their successors and assigns, covenant and agree to execute, deliver and record all deeds, assignments, dedications or other instruments necessary to dedicate, or necessary to convey to the Association, easements and fee simple title to the common areas, as designated and described in the plat of Compton Green.

ARTICLE IV

Membership

Every owner shall be a member of the Association,

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provided, however, that there shall be not more than one member for each lot, Membership shall be appurtenant to and may not be separated from ownership of one or more lots. Every member shall have an equal right and easement of enjoyment in and to the common areas, subject to the following provisions:

(a) The right of the Association to reasonably limit the use by members and the number of guests of members;

(b) The right of the Association to charge fees, collect dues, make assessments or obtain compensation in any other reasonable manner for the use, maintenance, improvement or construction of any facility within or upon the common areas;

(c) The right of the Association to borrow money for the purpose of maintaining and improving the common areas and facilities and to give security therefor;

(d) The right of the Association to suspend all rights and easements, including voting rights, of a member for any period during which any fees, dues, assessments or any other charges for which the member is obligated to the Association shall not be paid, or for any reasonable period as a sanction for the infraction of any published rule or regulation of the Association.

(e) The right of the Association to dedicate or transfer all or any part of the common areas to any public agency, authority or utility for such purpose; and subject to such conditions as may be agreed to by two-thirds of the members;

provided, however, that such dedication or transfer shall not be effective unless written notice of the proposed action is sent to every member not less than thirty nor more than sixty days in advance of the date of the meeting at which such action is to be considered by the members.

Any member may delegate his right of enjoyment to the common areas and the facilities of the Association to the members of his family, his tenants, or his guests residing on the property.

ARTICLE V

Residential Area Covenants

1. The area covered by these covenants is the entire area described in the plat of Compton Green, except those areas designated thereon as common areas.

2. No structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to harmony of external design with existing structures, and location with respect to topography and finish grade elevations. No fence, wall or hedge shall be erected, placed or altered on any lot nearer to any street than the actual 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 no finished grade at the back of said wall.

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variances may be granted by the Architectural Control Committee.

3. No dwelling costing less than \$20,000 shall be permitted on any lot. The dwelling cost shall be based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,400 square feet for one-story non-basement type houses, nor less than 1,200 square feet for one-story dwellings with basement, nor less than 900 square feet for dwellings of more than one story.

4. No structure shall be located on any lot nearer to the front line or nearer to the side street line than the minimum dwelling setback lines required by ordinance, except that no side yard shall be required by these covenants for a garage or other permitted accessory building located fifty (50) feet or more from the minimum structure setback line. No dwelling shall be located on any interior lot nearer than fifteen (15) feet to rear lot line (without regard to location of screening restriction line). For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the dwelling; provided, however, that this shall not be construed to permit any portion of a dwelling on a lot to encroach upon another lot.

5. Easements for utilities and drainage facilities are hereby reserved to the undersigned, their successors and assigns, over a two and a half foot wide strip along each side of interior lot lines and over the front and rear five feet of each lot. Other easements for installation and maintenance of utilities are hereby reserved to the undersigned, their successors and assigns, as shown on the recorded plat of Compton Green. There is hereby granted to the Association, its successors and assigns, for use as bridle trails, the areas designated as bridle trails on the recorded plat of Compton Green. For the purpose of providing screening for the said bridle trails, that portion of each lot lying within ten feet of bridle trails shall not be used for any structure, and all trees, shrubbery and other plantings within such screening areas shall be maintained continuously by the owner of the lot.

Within the easements for utilities and drainage, 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 and flow of drainage channels in the easements, or which may obstruct or retard the flow of water through the drainage channels in the easements. The utility and drainage easement areas of each lot and all improvements within the said utility and drainage easement areas shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

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Removal of trees and shrubs are subject to the approval of the Architectural Control Committee.

In the event the Association, its successors and assigns should fail to maintain the bridle trails designated on the plat of Compton Green, and the cessation of use of the bridle trails by the members for the purpose of recreational horseback riding, for a period of two years, the ownership of the areas designated on the plat as bridle trails shall vest in the abutting lot owners, in fee simple. Where more than one lot abuts, ownership shall vest in the abutting owner to the center-line of the trail.

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

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or any other outbuilding (other than a guest house built according to plans approved as herein provided), shall be used on any lot at any time as a residence, either temporarily or permanently.

8. No sign of any kind shall be displayed to the public view on any lot except 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.

9. No trailer or camper of any type, no truck

larger than 3/4 ton, no truck of any type mounting a camper or other large body, shall be parked in front of the setback line of any lot. Neither shall any of the aforesaid be parked overnight on the street in front of any lot except for an occasional vehicle belonging to a guest.

10. All wiring to accessory buildings of any type shall be underground.

11. Except as specifically provided, no animals except horses, dogs, cats, caged birds and fish in tanks will be permitted on any lot. (a) Horses shall be permitted only upon lots of 35,000 square feet or larger, unless permission for keeping of one or more horses on a smaller lot is granted by the Architectural Control Committee. No more than three (3) horses and one (1) foal shall be permitted per lot, and stallions, although permitted, shall not be used for breeding purposes upon any lot. Stables or other arrangement for the keeping of horses shall be subject to the approval of the Architectural Control Committee. Manure must be kept in a covered watertight pit or chamber, shall not be stored within twenty (20) feet of any lot line, and shall be removed at least once a week. All ordinances, rules, regulations or other directives of government authorities with respect to the keeping of animals shall be complied with strictly and expeditiously by all owners.

(b) No more than two (2) dogs and two (2) cats shall be domiciled on any lot, although unweaned puppies or kittens shall be permitted in excess of said numbers.

(c) No donkeys, mules, swine, goats, pigs, ducks, geese, or any other fowl or animals except as

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specifically permitted shall be kept upon the property.

12. No hay, straw or chips shall be stored in front of the front yard setback line nor shall any of the afore-said be stored in the carports so that they are visible from the street.

13. No barbed wire fences shall be erected on any lot, nor shall horses be enclosed only by electric fences. However, electrified wood or woven fences are encouraged.

14. No radio or television antennae, or transmitters shall exceed twenty (20) feet above the roof ridge line of a dwelling, and no separate towers therefor shall be permitted.

15. No lot shall be used except for residential purposes. No dwelling shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private car shelter for not less than two cars.

16. 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 the King County Department of Health or other governmental authority having jurisdiction thereof, and approval of such systems as installed shall be obtained from the designated authority.

17. No subdivision of any lot shall be permitted.

18. 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.

19. No individual sewage disposal system shall be permitted on any lot unless the system is designed, located and constructed in accordance with requirements, standards and recommendations of the King County Department of Health or other authority having jurisdiction. Approval of such system as installed shall be obtained from the designated authority.

ARTICLE VI

Duration and Enforcement of Covenants

These covenants shall remain in full force and effect for a period of thirty years from the date these covenants are recorded, after which time they shall be automatically extended for successive periods of ten years unless an instrument signed by the owners of a majority of the lots, agreeing to amend or terminate these covenants in whole or in part, is filed or recorded within the one-year period immediately preceding or the thirty-one day period immediately following the date of expiration.

These covenants may be amended at any time by the affirmative vote of a 75% majority of all the members of the Association present at any meeting called for that purpose, or by an instrument signed by the owners of a 90% majority of the lots.

These covenants may be enforced by proceedings at law or in equity brought by the Association, the Architectural Control Committee, or any owner, which proceedings may be brought for the purpose of securing equitable relief, monetary damages or both. Notwithstanding the foregoing, no person or entity

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shall have the right to seek judicial review of any decision of the Architectural Control Committee or the trustees of the Association, except for fraud; and no decision of the Architectural Control Committee or of the trustees of the Association shall be reversed for procedural irregularity, but the aggrieved party shall have the right to compel the Architectural Control Committee or the Board of Trustees, as the case may be, to comply with all applicable procedural requirements contained herein or contained in the Articles of Incorporation or By-Laws of the Association.

In any proceedings at law or in equity pertaining hereto, the Court determining the matter shall have the right to assess costs, including those not taxable by statute, and attorneys' fees incurred by any party, in such manner as the Court determines to be just and equitable.

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

ARTICLE VII

Architectural Control Committee

There is hereby designated and appointed an Architectural Control Committee, hereinafter called "the Committee."

The initial members of the Committee shall be:

- T. A. McGrath 6702-220th S.W., Mountlake Terrace, Washington
- J. David A. McGrath 6702-220th S.W., Mountlake Terrace, Washington
- W. Lennox Scott IBM Building, 1200 Fifth Avenue, Seattle

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The Committee may unanimously designate one or more of its members or a third person to act for and on behalf of the Committee with respect to both ministerial matters and the exercise of judgments vested in the Committee, subject to review by the Committee at the request of any member thereof. In all matters the decision of the majority of the Committee shall be the decision of the Committee. In the event of the death, resignation or other inability to serve of any member of the Committee the remaining member or members shall have the authority (but not the obligation) to designate a successor. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed on behalf of the Committee. At any time subsequent to five years from the date on which these covenants are recorded, the owners of a majority of the lots within the properties shall have the authority to remove from office any member or members of the Committee, with or without cause and designate a successor or successors.

All buildings and structures, including walls, fences and swimming pools to be erected within the properties shall be approved by the Committee. Complete plans and specifications of all proposed buildings, structures and exterior alterations, together with detailed plans showing proposed location of the same on the particular building site, shall be submitted to the Committee before construction or alteration is started and such

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construction or alteration shall not be started until written approval thereof is given by the Committee. In the event the Committee fails to approve or disapprove plans submitted to it within thirty days after submission, such plans and specifications shall be deemed to have been approved by the Committee unless suit to enjoin construction pursuant to the submitted plans and specifications is commenced within ten days after copies thereof are delivered to the owners of each adjacent lot within the properties, together with a statement to the effect that the said plans and specifications have been submitted to the committee, that thirty days have expired since the date of said submission, that no action has been taken thereon by the Committee and that unless suit is commenced within ten days of this delivery construction will be commenced pursuant to said plans and specifications. No owner shall be enjoined or subjected to other equitable relief or required to respond in damages to any other owner or owners for any action taken or construction commenced or completed with the approval of the committee or subsequent to notice as herein provided.

Plans or specifications shall in each case be delivered to and permanently left with the Committee. Buildings or structures shall be erected or constructed only by a contractor or builder satisfactory to the Committee. As to all improvements, construction and alterations, the Committee shall have the right to refuse to approve any design, plan or color, which is not

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suitable or desirable in the Committee's opinion for any reason, aesthetic or otherwise, and in so passing upon such design, plan or color, the Committee shall have the right to take into consideration the suitability of the proposed building or structure and the material of which it is to be built and the exterior color scheme to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building or structure or alterations therein as planned, on the outlook of the adjacent or neighboring property and any and all other factors which, in the Committee's opinion shall affect the desirability or suitability of such proposed structure, improvement or alteration.

The Committee shall have such other and additional duties and authority as is vested in the Committee, directly or by implication, by these covenants and by the Articles and By-Laws of the Association. All decisions of the Committee shall be subject to review at the request of any member of the Committee or any interested party by the Trustees of the Association; provided, however that the said request for review is presented in writing to one or more trustees of the Association within seven days after the date on which such decision was rendered by the Committee. The Board of Trustees of the Association shall have initial jurisdiction of any matter within the jurisdiction of the Committee upon request by the Committee that the Board of Trustees accept initial

jurisdiction. The Board of Trustees shall determine any of the said matters presented to it within sixty days of submission unless all parties concerned agree to an additional period of time for consideration and determination.

ARTICLE VIII

Maintenance of Exteriors

In the event an owner shall fail to maintain the exterior of the premises and the improvements situated thereon in a manner satisfactory to the trustees of the Association, the Association shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the lot and the exterior of the buildings or any other improvements thereon if the owner thereof shall fail to respond in a manner satisfactory to the trustees within sixty (60) days after mailing of adequate notice, by certified or registered mail, to the last known address of the owner. The cost of such repair, maintenance or restoration shall be assessed against the owner, and the Association shall have the right to cause to be recorded a notice of lien for labor and materials furnished, which lien may be enforced in the manner provided by law.

IN WITNESS WHEREOF, the undersigned have on this 27th day of September, 1967, affixed their signature.

MCGRATH CORPORATION

[Handwritten Signature]

[Handwritten Signature]

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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On this 28th day of September, 1967, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared T. H. McGRATH and J. DAVID H. McGRATH, to me known to be the PRESIDENT and VICE-PRESIDENT, respectively, of 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 are 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 28th year in this certificate above written.



J. G. Sawyer
Notary Public in and for the State of Washington, residing at Seattle.