

**COVENANTS
OF**

**KINGSGATE HIGHLANDS, DIVISIONS NUMBER ONE
AND NUMBER TWO, HOMES ASSOCIATION**

These Covenants, are imposed pursuant to a general plan with reference to said tract and shall constitute mutual and reciprocal equitable servitude's on each of the lots in said subdivision, and a privity of contract between the various owners thereof, their respective heirs and assigns, and are for the benefit of the property and each lot or building plot or site thereof and of the present and future owners thereof.

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1995, at which time said Covenants shall be automatically renewed for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots it is agreed to amend or terminate said Covenants in whole or in part by a statement properly executed and acknowledged by each of them and recorded in the office of the County Auditor of King County, Washington.

However, these Covenants may be amended at any time by a majority vote of the then owners of lots in the Subdivision to permit the construction of a church on lots herein designated as residential, such church structure to meet all legal requirements and conditions as herein specified. Said amendment to be in the form of a statement properly executed and acknowledged by each of them and recorded in the office of the County Auditor of King County, Washington.

If the parties hereto, or any of their heirs, successors 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 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 damage 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.

Section A. All lots in the tract shall be known and described as residential lots except Tract B, Division Number Two. Tract B shall be reserved for recreational use. Tract B shall be owned, managed and controlled by a HOMES ASSOCIATION as hereinafter act forth in the recorded DECLARATION OF INCORPORATION OF THE KINGSGATE HIGHLANDS, DIVISIONS NUMBER ONE AND NUMBER TWO, HOMES ASSOCIATION. No structures or buildings of any kind shall be erected or altered, placed or permitted to remain on any residential building lot other than one

detached single-family dwelling for single-family occupancy only not to exceed two stories in height and a private garage for not more than two cars.

Section B. No building shall be erected, placed or altered on any building lot or Tract B in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structure in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Murdock D. McPherson, Rudolf Podany, and Don S. Johnson, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with life authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it and if no suit to enjoin the erection of such buildings 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 fully complied with. Neither the members of such committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to the Covenants. The powers and duties of such committee, and its designated representative, shall cease on and after January 1, 1969. Thereafter the committee approval described in this Covenant shall not be required unless, prior to said date and effective thereon, a 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.

Section C. No building shall be located nearer to the front line of the lot or nearer to the side street than the building setback lines if shown on the recorded plat. In any event, no building of any kind shall be located on a residential lot nearer than twenty (20) feet to the front lot line, nor nearer than twenty (20) feet to the rear lot line, except a detached garage. No building shall be located nearer than five (5) feet of the side lot line. A detached garage may be located within five (5) feet of the rear lot line, except where rear lot line abuts a street in which case the front yard setback of twenty (20) feet or more would prevail unless otherwise approved by Restrictions Committee.

Section D. No residential structure shall be erected or placed on any building lot, which lot has an area of less than the 7,200 square feet or an average width of less than sixty (60) feet.

Section E. No trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried out upon any residential lot, or within any building located in this subdivision on a residential lot, nor shall any goods, equipment, vehicles (including buses and trailers of any description) or materials or supplies used in connection with any trade, service or business, wherever the same may be conducted, be kept, stored, dismantled or repaired

outside of any building on any residential lot, nor shall any goods, equipment or vehicles (including buses and trailers of any description) used for private purposes and not for trade or business be kept, stored, dismantled or repaired outside of any building on any residential lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

No lot or tract shall be used as a dump for trash or rubbish of any kind. All garbage and other waste shall be kept in approved sanitary container for proper disposal. Yard rakings such as rocks, dirt and other materials as a result of landscaping shall not be dumped into public streets or ditches. The removal and disposal of all such material shall be the sole responsibility of the individual lot owner.

Section F. No trailer, basement, tent, shack, garage, barn or other outbuilding erected or placed in the tract shall at any time be used as a residence temporarily or permanently, nor shall structure of a temporary character be used as a residence.

Section G. No dwelling shall be permitted on any lot at a cost of less than \$11,000.00 exclusive of land, based upon cost levels prevailing on the date these Covenants are recorded. It being the intention and purpose of the Covenant 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 for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches, car ports and garages, shall be not less than 950 square feet for a one-story dwelling, not less than 800 square feet for the ground floor area of a dwelling of more than one-story.

Section H. An easement, is reserved over the rear five (5) feet of each lot and over a two and one half foot wide strip along each side of interior lot lines for utility installation and maintenance, power, telephone, water, sewer, drainage, gas, etc.> Additional necessary public utilities and utility easements are reserved as shown on the recorded plat and other as required will also be recorded as will necessary easements required by governmental subdivision. Protective screening areas are established as shown on the recorded plat, as a ten foot strip of land along the rear of all lots abutting the freeway and along all lots where they abut NE 132nd Street, except that no planting shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting at points twenty-five (25) feet from the intersection of the street lines. Within the ten (10) foot strip of land as shown on the recorded plat the planting shall be maintained throughout the entire length of such areas by the owner or owners of the lots at their own expense to form an effective screen for the protection of the residential area. No building or structure, except a planting screen or a screen fence or utilities or drainage facilities, shall be placed or permitted to remain in such areas. No vehicular access over the area shall be permitted except for the purpose of installation and maintenance of screening, utilities, and drainage.

Section I. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finish painting,

within nine (9) months from date of commencement of construction and shall be connected to public sewer.

Section J. Where public sewers are not available, all sewage disposal shall be by means of septic tanks and tile disposal fields in accordance with the regulation of the Seattle-King County, Washington, Department of Public Health.

Section K. No fence, wall, hedge, or mass planting other than foundation planting shall be permitted to extend nearer to any street than the minimum setback line of the residence, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two (2) feet above the finished grade at the back of the said retaining wall, provided however, that no fence, wall, hedge, or mass planting shall at any time, where permitted, extend higher than six (6) feet above ground. Fences in side yards that abut a side street are permitted from the front setback to the rear of the lot not to exceed forty-two (42) inches in height. This height must be maintained in the front yard setback of the lot in the rear. (Written exceptions as to fence location in Section K may be made by the committee where the minimum setback line of the residence is greater than twenty (20) feet and the proposed fence as a setback of twenty (20) feet or more from the front property line.) Fences shall be well constructed of suitable fencing materials and shall be artistic in design and shall not detract from the appearance of the dwelling house located upon the lot or building site or be offensive to the owners or occupants thereof, or detract from the appearance of the dwelling house located on the adjacent lots or building sites. No radio or television antennae shall be permitted to extend more than ten (10) feet above the roofline of any residence without the written approval of the restrictions committee.

Section L. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats or any household pets may be kept in compliance with existing laws and regulations and provided that they are not kept, bred, or maintained for any commercial purpose. The foregoing is intended also to exclude the keeping of any pets such as dogs, cats, or birds in numbers or under conditions reasonably objectionable in that closely built up residential community.

Section M. No sign shall be erected or maintained on any residential lot in the track except that not more than bona fide FOR SALE or FOR RENT sign, exceeding eighteen (18) inches in width and twenty-four (24) inches in length may be displayed on any lot.

Section N. 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 on 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 on any lot.

Section O. Any demand to be made upon, or notice to be given to, the owner or owners of any lot or lots in the tract to which these restrictions relate shall be in writing.

Said demand or notice may be given to such owner or owners either by personal delivery of such demand or notice, or by sending the same by prepaid United State registered mail addressed to the record owner or owners of the lot or lots with respect to which the demand or notice relates, the same to addressed to such owner or owners at the street address of the dwelling house or other structure situated upon the relevant lot or lots. Notice by certified mail, addressed as aforesaid shall be deemed to have been fully communicated upon the expiration of forty-eight (48) hours after the time of mailing, and the name and address of the person or persons to whom such demand or notice was mailed, shall be conclusive, but not the exclusive means of, proof of such fact.

Section P. The various provisions of this Declaration of Restrictions are declared to create mutual, equitable Covenants and servitudes for the benefit of the owner of each lot and parcel in this subdivision. Failure to enforce any of the provisions hereof in the event of violation, by any persons entitled so to do, shall not prohibit or stop enforcement thereafter, nor shall enforcement be prohibited or stopped by reference to a similar violation in connection with the same or other property in the tract.

Section Q. Nothing herein contained shall impair or defeat the lien of a mortgage or deed of trust now or hereafter recorded covering any lot or lots in the subdivision, but title to any property in this subdivision obtained through a sale and satisfaction of any mortgage or deed of trust shall be held subject to all of the provisions herein.

PLAT 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 owner of any portion of this plat shall be less than the area required for the use district in which located.

