

FIRST AMERICAN TITLE
FOURTH & BLANCHARD BLDG.
SEATTLE, WA 98121

AFTER RECORDING RETURN TO:

Seafirst Mortgage Corp.
4th & Blanchard Building
Seattle, WA
Attn: Sheila James

8207120046

HOLLYMERE

Protective Covenants Running With The Land

This indenture and declaration of covenants running with the land, made this 1st day of July, 1981, by SEAFIRST MORTGAGE CORPORATION,

WITNESSETH:

WHEREAS, SEAFIRST MORTGAGE CORPORATION is the owner in fee simple of the plat of Hollymere, King County Washington as recorded in Volume 121 of Plats, pages 38-39, Records of King County, which property is located in King County, Washington and

WHEREAS, it is the desire of said party that said covenants be recorded and that said protective covenants be thereby impressed upon said land, now, therefore,

IT IS HEREBY MADE KNOWN that said party does by these presents make, establish, confirm and hereby impress upon Hollymere, The Southeast quarter of the Northeast quarter of the Southeast quarter of Section 24, Township 26 North, Range 5 East, W.M., in King County, Washington; EXCEPT the South 30 feet for road; AND EXCEPT the East 30 feet for road; Situate in the County of King, State of Washington, recorded in King County, the following protective covenants to run with said land and do hereby bind said party and all of their future grantees, assigns, and successors to said covenants for the term hereinafter stated and as follows:

- 1) The area covered by these covenants is the entire area as 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 not to exceed 2 1/2 stories in height and a garage for not more than 3 cars. This restriction is strictly intended to insure architectural harmony in the neighborhood.
- 3) No dwelling shall be permitted on any lot at a cost of less than \$36,000 including tax (exclusive of land) based on 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 purchased on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The living area of the dwelling, including all floors and exclusive of garage and porches, shall not be less than 1,000 square feet (including unfinished areas).
- 4) No building shall be located on any lot nearer to the front lot line or nearer to the side street than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 20 feet to the front line, 20 feet nearer to any side street line. No building shall be located nearer than 5 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 20 feet to the rear lot line. For the purposes of this covenant, caves, steps, and open porches shall be considered as 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. In any case, county regulations shall prevail where more restrictive. Side yard setback on original building shall conform with King County Building Code. Building setback lines delineated on face of plat will prevail, in any event.

155642.0 m.

8267120046

- 5) No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done there on which may be or may become an annoyance or nuisance to the neighborhood.
- 6) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or any other outbuilding shall be used on any lot at anytime as a residence, either temporarily or permanently. Outbuildings should harmonize with pertinent residence, including color, style, and roof covering.
- 7) No vehicles of any kind shall be parked on any home site, except that area described as the driveway leading directly from street to garage or area paved adjacent to garage. Both areas, driveway and paved area, to be limited to one vehicle. No vehicle shall be parked or kept on the roadways of Hollymere other than temporary guest parking on shoulders. Trailers, boats, & recreational vehicles to be parked on side of garage or backyard and screened from view.
- 8) Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finish painting within six (6) months from date of start of construction, except for reasons beyond control in which case a longer period may be permitted.
- 9) Any fences must be approved by the Architectural Committee and under no circumstances will any fence be allowed to extend from the front of the house to the street. All fences shall be rustic fences of wood and shall not extend higher than six feet above ground.
- 10) 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 sales period.
- 11) No radio, shortwave, microwave, or any other signal receiving device shall be allowed in the front or side yards. Those placed in backyards must be sheltered from view of neighbors and may not exceed 10' above roof line.
- 12) No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot or tract except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.
- 13) Children attending daycare centers on any lot in Hollymere must be kept within a fenced area. Fence to be kept behind the front building line.
- 14) No living, native evergreen plant material shall be removed from the setback areas as listed in Covenant #4, preceding, except for the minimum clearing necessary for the installation of required driveways, and utilities. There shall be no clearing on individual lots after closing. These setback areas to be designated as greenbelt areas with clearing restricted to dead or dangerous trees. The purpose of this covenant is to preserve the aesthetics of the area.
- 15) 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. All garbage cans to be kept behind garage or in fenced storage area.

82071200-16

- 16) No oil drilling, oil development operations, oil refining, quarry or mining operations of any kind shall be permitted upon or in any lots, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
- 17) No hedge or mass planting, other than foundation planting, shall be permitted to extend nearer to any street than the minimum 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 the finished grade at the back of said retaining wall, provided however, that no fence, wall, hedge, or mass planting shall at any time, where permitted, extend higher than five feet above ground.
- 18) The Architectural Control Committee is composed of:

SEAFIRST MORTGAGE CORPORATION

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or withdraw from the committee or to restore to it any of its powers and duties. In any event, the term of office of the above designated Architectural Control Committee shall terminate automatically upon the sale or conveyance by the Declarants herein of the last lot owned by them in this subdivision.

- 19) The Architectural Control Committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will be required and the related covenants shall be deemed to have been fully complied with.
- 20) 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 (30) 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 part.
- 21) 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 damage.
- 22) Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF the undersigned have affixed their signatures:

SEAFIRST MORTGAGE CORPORATION

BY: Norman P. Culbert
 Norman P. Culbert, Assistant Vice President

Date: July 1, 1982

STATE OF WASHINGTON,)
 County of King)

On this 1st day of July, 1982, before me, the undersigned,
 a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared
 Norman P. Culbert, xxxx
 to me known to be the Asst. Vice President xxxx xxxx of

SEAFIRST MORTGAGE CORPORATION
 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 authorized to execute the said instrument and that the seal attached (if any) is the corporate seal of said corporation.
 Witness my hand and official seal hereon affixed, the day and year first above written.