

HORIZON HIGHLANDS

DECLARATION OF RESERVATIONS, CONDITIONS AND RESTRICTIONS

Recorded Under Auditor's File
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WHEREAS, NUPACIFIC COMPANY, an Oregon Corporation referred to as Declarant, is owner of certain Washington known as Horizon Highland, legally described as Lots 1 through 59 inclusive and Tracts A through F inclusive.

WHEREAS the Declarant is desirous to declare of public record its intentions to create certain reservations, conditions, and restrictions to the ownership of said property.

NOW THEREFORE:

The Declarant does hereby certify and declare that the following, conditions and restrictions shall become and are hereby made a part of all conveyances of property within the plat of Horizon Highlands as the same appears on the map and plat thereof recorded May 5, 1976, in volume 102, Pages 84 and 85, of plat records of King County Washington, and that the following reservations, conditions and restrictions shall by reference become a part of any such conveyances and shall apply thereto as fully and with the same effect as if set forth at large therein.

A. RESTRICTIVE COVENANTS

1) Residential Use

All lots in Horizon Highlands shall not be used only as residential lots. No structures of any kind shall be erected or permitted to remain on any lot other than single family residences and a structures normally accessory to such residences, excepting the right of any homebuilder and the Declarant to use any single family residence as a sales office or model home for purposes of sales within Horizon Highlands.

2) Dwelling Size

The ground floor area of the main structure exclusive of one story open porches and garages shall be not less than 1450 square feet for a one story dwelling, nor shall the main level be less than 1100 square feet for a dwelling of more than one story.

3) Setback Restrictions

All dwellings constructed upon said property shall conform to the setback restrictors as defined in the City of Bellevue ordinances, unless a variance is granted through approved procedures.

4) Easements

Easements for installation and maintenance of utilities and surface drainage facilities are reserved as indicated on the recorded plat. Within these easements, no structure, or 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 surface 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 is responsible.

5) Temporary Structure

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

6) Fences

No fence, hedge or wall exceeding six feet in height shall be erected or placed or permitted to remain on any Lot. Fences shall be well constructed of suitable fencing materjals.

7) Offensive activity

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

6) Business and Commercial Uses

No trade, craft, business, profession, commercial or similar activity of my kind shall be conducted on any Lot, nor shall any goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business be kept or stored on any lot, excepting the right of any homebuilder and the Declarant to construct residences on any Lot, to store construction materials and equipment on said Lots, in the normal course of said construction.

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9) Signs

No sign of any kind shall be displayed to the public view on any Lot or improvement, except one professional sign of not more than one square foot advertising the property for sale or rent. This does not apply to signs used by the builder during the construction and sales period.

10) Parking

Parking of boats, trailers, motorcycles, trucks, truck-campers and like equipment shall not be allowed on any part of said property or on public ways adjacent thereto excepting only within the confines of an enclosed garage or wholly enclosed screened area, and no portion of same may project beyond the enclosed area.

11) Animals

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 purposes and provided they are not a nuisance to neighbors.

12) Trash and Rubbish

No part of said property shall be used or maintained as a dumping ground for rubbish, trash, garbage or any other waste. No garbage, trash or other waste shall be kept or maintained on any part of said property except in appropriate sanitary containers for proper disposal and out of public view. All incinerators or other equipment for the storage or disposal of such material shall be in a clean and sanitary condition.

13) Exterior Finish

The exterior of all construction on any Lot shall be designed, built, and maintained in such a manner as to blend in with the natural surroundings, existing structures and landscaping within Horizon Highlands. Exterior colors shall be of the flat, non-gloss type and shall be limited to subdued tones approved by the Architectural Control Committee. Exterior trim, fences, doors, railings, decks, gutters, and the exterior finish of garages and other accessory buildings shall be designed, built and maintained to be compatible with the exterior of the structure they adjoin.

14) Completion Construction of any dwelling shall be completed including exterior decoration within 8 months from the date of the start of such construction. All Lots shall, prior to the construction of improvements thereon, be kept in a neat and orderly condition and free of brush, vines, weeds, debris, and the grass thereon cut or mowed at sufficient intervals to prevent creation of a nuisance or fire hazard.

15) Landscape Completion

All front yard landscaping must be completed within six (6) months from the date of occupancy of the residence constructed thereon. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval by the Architectural Control Committee.

16) Antennas and Service Facilities

Exterior antennas shall not be permitted to be placed upon the roof of any structure on any Lot so as to be visible from the street in front of said Lot. Clothes lines and other facilities shall be screened so as not to be viewed

B. ARCHITECTURAL CONTROL COMMITTEE

1) Membership: Appointment and Removal

The Architectural Control Committee, hereinafter referred to as the Committee, shall consist of as many persons, not less than three, as the Declarant may from time to time appoint. Declarant may remove any member of the Committee from office at any time and may appoint new or additional members at any time. Declarant shall keep on file at its principal office a list of names and addresses of the members of the Committee. A member of the Committee shall not be entitled to any compensation for services performed pursuant to these Covenants. The powers and duties of such Committee shall cease one year after completion of construction of all the single family dwellings and the sale of said dwellings to the initial owner/occupant on all of the building sites within the property.

2) Action

Except as otherwise provided herein, any two members of the Architectural Control Committee shall have power to act on behalf of the Committee, without the necessity of a meeting and without the necessity of consulting the remaining members of the Committee. The Committee may render its decisions only by written Instrument.

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3) Approval of Plans by Architectural Control Committee

No building or structure, including fences, swimming pools, animal runs and storage units shall be commenced, erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the nature, shape, height, materials, colors, together, with detailed plans showing the proposed locations of the same on the particular building site have been submitted to and approved in writing by the Architectural Control Committee. All plans and specifications for approval by the Committee must be submitted at least ten days prior to the proposed construction starting date.

4) Procedure

In the event the Committee fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

5) Liability

Neither the Architectural Control Committee nor any member thereof shall be liable to any Owner, occupant, builder or developer for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the Committee or a member thereof, provided only that member has, in accordance with the actual knowledge possessed by him, acted in good faith.

6) Nonwaiver

Consent by the Architectural Control Committee to any matter proposed to it and within its jurisdiction under these Covenants shall not be deemed to constitute a precedent or waiver impairing its rights to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

C. GENERAL PROVISIONS

1) Term

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until amended or revoked in the manner provided herein. These declarations, conditions and covenants can be terminated and revoked or amended only by duly recording an instrument which contains an agreement providing for termination and revocation, or amendment, and which is signed by the owners of a majority of the platted Lots.

2) Enforcement

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.

3) Severability

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

IN WITNESS WHEREOF, Declarant has hereunto set its hand this 28th day of April, 1976.

Signed by NUPACIFIC COMPANY - Edward D. Borst & Candy Lamoreaux