

7702070225
CCR

1977 FEB 7 AM 8 31

176630.86
PROTECTIVE COVENANTS RUNNING WITH LAND

RECORDED
KING CO

THIS INDENTURE and declaration of covenants running with the land, made this 1st day of February, 1977 by Washington Services, Inc.,

WITNESSETH:

WHEREAS, said parties are the owners in fee of FORESTHILL, an addition to King County, Washington as recorded in Volume 100 of Plats, Pages 22 and 23, records of King County, which property is located in King County, Washington, and

WHEREAS, it is the desire of said parties 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 parties do by these presents, make, establish, confirm and hereby impress upon FORESTHILL, an addition to King County, Washington, according to plat thereof recorded in Volume 100 of Plats, Pages 22 and 23, records of King County, Washington, which property is all located in King County, Washington, the following protective covenants to run with said land, and do hereby 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 not to exceed two stories in height and a private garage for not more than three cars.
3. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1500 square feet for a one story dwelling, nor less than 900 square feet for a dwelling of more than one story.
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 lot line, nor nearer than 20 feet 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 15 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches 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 60 feet at the building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 7980 square feet.
6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet and the side two and one-half feet of each lot. 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

7702070225

5.9
PIONEER NATIONAL TITLE ASSOCIATION

7702070225

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 improvement 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.

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 nine (9) months from date of start of construction except for reasons beyond control in which case a longer period may be permitted.
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 feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
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.
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 individual sewage disposal system shall be permitted on any lot.
16. 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, 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.
17. No building 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 quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum setback line unless similarly approved. Approval shall be as provided in Paragraphs 20 and 21.

7702070225

18. The maintenance of the planter islands shall be the sole responsibility of those lots directly abutting said islands.
19. No living native evergreen plant material shall be removed from those areas covered by a "Native Growth Protection Easement".
20. The Architectural Control Committee is composed of:
- | | |
|---------------------|---|
| Charles R. Richmond | 1423 - 4th Ave. Seattle, Wash. 98101 |
| F.L. (Pat) Jacobs | 1423 - 4th Ave. Seattle, Wash. 98101 |
| B. Douglas Webb | 16031 - 119th Pl. N.E. Bothell, Wash. 98011 |

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 to withdraw from the committee or to restore to it any of its powers and duties.

21. The 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 not be required and the related covenants shall be deemed to have been fully complied with.
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 (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 in part.
23. 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.
24. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
25. Any owner shall have the right to enforce by any proceeding at law or in equity all terms hereunder now or hereafter imposed and the prevailing party in said litigation, in addition to any other sums which said party may recover, shall be awarded reasonable attorney's fees, court costs, and any expense of litigation.

IN WITNESS WHEREOF the undersigned have affixed their signatures.

WASHINGTON SERVICES, INC.

By: E. R. Knutson
E. R. Knutson, President

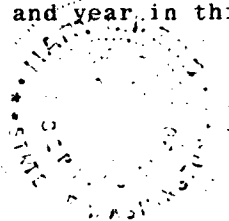
By: Charles R. Richmond
Charles R. Richmond, Vice President

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

7702070225

On this 1st day of February, 1977, before me
the undersigned, a Notary Public in and for the State of Wash-
ington duly commissioned and sworn personally appeared
E. K. Knutson and Charles E. Richmond
to me known to be the President
and Vice President respectively of Washington
Services, Inc., 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
and year in this certificate above written.



Mary L. Webb
Notary Public in and for the State of
Washington, residing at Seattle.

7810040614
CCR

APPOINTMENT OF ARCHITECTURAL CONTROL COMMITTEE

7810040614

The undersigned are owners of lots situated in Foresthill, according to the plat thereof recorded in Volume 100 of Plats, pages 22 and 23, records of King County, Washington.

Pursuant to the Protective Covenants Running With The Land, dated February 1, 1977, Recording No. 7702070225, the undersigned hereby discharge all prior members of the Architectural Control Committee and appoint the following individuals as members:

Kenneth Briant 5334 134th Ave. S.E.
Deborah D. Churchfield 5325 134th Ave. S.E.
William M. Bauer 5322 134th Ave. S.E.

Said members of the Architectural Control Committee shall continue to serve pursuant to the provisions of the Protective Covenants Running with Land, Recording No. 7702070225.

In Witness Whereof the undersigned have affixed their signatures.

1. Carol & Edwin Carlson Lot # 15
2. [Signature] & [Signature] #74
3. St. West & Susan West #30
4. [Signature] & Donna Heyne #32
5. Malcolm H. Hancock & Susan & Mike Hancock #33
6. [Signature] #35
7. [Signature] & [Signature] #72
8. Jay D. Collins & Paula M. Collins #70
9. R. Allan Booth & J. Booth #38
10. Ann & Bernard Bailey #61
11. Ann & James E. Munson #68
12. [Signature] Maureen J. Cherry #22
13. [Signature] Deborah Churchfield #10
14. Kenneth C. Briant & [Signature] #20
15. [Signature] #9
16. Kathryn Berrens #9

7810040614

APPOINTMENT OF ARCHITECTURAL CONTROL COMMITTEE

17. *James A. [unclear]* *[unclear]*
18. *John G. [unclear]* Lot # 1
19. *John G. [unclear]* Lot # 75
20. *Herbert [unclear] + Danni [unclear]* Lot # 24
21. *Roberta W. X. [unclear] [unclear]* Lot # 23
22. *[unclear] [unclear] [unclear]*
23. *R. W. Swegle + Barbara [unclear]* Lot # 69
24. *Laurent Kay [unclear] + William M. [unclear]* Lot # 19
25. *[unclear] [unclear] [unclear]* Lot # 25
26. *Lorraine Peterson + Norman Peterson* Lot # 52
27. *Jean Karpinski - [unclear]* Lot # 54
28. *[unclear] [unclear] - Katherine D. [unclear]* Lot # 47
29. *John [unclear] [unclear]* Lot # 48
30. *Raymond A. [unclear]* Lot # 41
31. *Sylvia [unclear]*
32. *[unclear] [unclear] [unclear]* #65
33. *[unclear] [unclear] [unclear]* #66
34. *[unclear] [unclear] [unclear]* #36
35. *[unclear] [unclear] [unclear]* #21
36. *[unclear] [unclear] [unclear]* #39
37. *[unclear] [unclear] [unclear]* #40
38. *[unclear] [unclear] [unclear]* #50
39. *[unclear] [unclear] [unclear]* #51
40. *[unclear] [unclear] [unclear]* #46
41. *[unclear] [unclear] [unclear]* #45

7810040614

7810040614

APPOINTMENT OF ARCHITECTURAL CONTROL COMMITTEE

42. *For Office Architectural Control Committee*

43. *Chris. H. Hutton #74*

44.

45.

46.

47.

48.

49.

50.

7810040614

7810040614

ADDENDUM TO THE
APPOINTMENT OF ARCHITECTURAL CONTROL COMMITTEE

Below appear the typewritten names corresponding by number to the signatures appearing on the Appointment of Architectural Control committee.

1. Arnold E. Einmo & Carolyn Einmo (husband & wife)	Lot #15
2. Howard C. Vose & Elisabeth Vose (husband & wife)	Lot #34
3. Steve West & Sharon West (husband & wife)	Lot #30
4. Raymond Gregoire & Donna Gregoire (husband & wife)	Lot #32
5. Malcolm M. Kanemoto & Eileen Chieko Kanemoto (husband & wife)	Lot #33
6. Ted Chen & Elaine Chen (husband & wife)	Lot #35
7. Dennis Popp & Vicky Popp (husband & wife)	Lot #72
8. Jay S. Collins & Pamela M. Collins (husband & wife)	Lot #70
9. R. Allan Booth & J. Booth (husband & wife)	Lot #38
10. Ann & Bernard Conley (husband & wife)	Lot # 61
11. Ann & James E. Munson (husband & wife)	Lot #68
12. Thomas Cherry & Maureen J. Cherry (husband & wife)	Lot #22
13. W. E. Churchfield & Deborah Churchfield (husband & wife)	Lot #10
14. Ruth E. Briant & Kenneth Briant (husband & wife)	Lot #20
15 & 16. Ronald W. Behrens & Kathryn Behrens (husband & wife)	Lot #9
17. Elaine Krommydas & Nicholas Krommydas (husband & wife)	Lot #5
18. J. N. Godfrey	Lot # 1
19. J. N. Godfrey	Lot #75
20. Lawrence Dorman & Diane Dorman (husband & wife)	Lot #24
21. Roberta H. Hamm & Robert A. Hamm (husband & wife)	Lot #23
22. James J. Hoxey Annette Olink	Lot #12
23. R. W. Swegle & Barbara Swegle (husband & wife)	Lot #69
24. Lauren Kay Bauer & William M. Bauer (husband & wife)	Lot #19
25. Ron Ginsberg & Linda Ginsberg (husband & wife)	Lot #25
26. Loraine Petersen & Norman Petersen (husband & wife)	Lot #52

7810040614

7810040614

ADDENDUM TO THE
APPOINTMENT OF ARCHITECTURAL CONTROL COMMITTEE

7810040614

27. Jean Karnofski & Ray Karnofski (husband & wife)	Lot #54
28. John M. Kiser & Katherine D. Kiser (husband & wife)	Lot #47
29. John Sothern & Katherine M. Sothern (husband & wife)	Lot #48
30 & 31. Raymond O Gilkey & Sylvia Gilkey (husband & wife)	Lot #41
32. John R. Meehan & Irene Meehan (husband & wife)	Lot #65
33. Richard B. Atherton & Judith Y. Atherton (husband & wife)	Lot #66
34. J. R. Lokosh & Maggie W. Lokosh (husband & wife)	Lot #36
35. James E. Ekendahl & Vickie G. Ekendahl (husband & wife)	Lot #21
36. George F. Chase & Karen Chase (husband & wife)	Lot #39
37. A. Brenessel & Eileen M. Brenessel (husband & wife)	Lot #40
38. Steve O'Donnell & Julie O'Donnell (husband & wife)	Lot #50
39. Karen Clarke & B Clarke (husband & wife)	Lot #51
40. Joseph R. Roberts & Patricia G. Roberts	Lot #46
41. Howard K. Lonn	Lot #45
42. Jan C. Lingle & Janet K. Lingle (husband & wife)	Lot #8
43. Chris Whitted	Lot #74

7810040614

APPROVED BY THE BOARD OF SUPERVISORS
JANUARY 18, 1984
JAMES E. EKENDAHN, Chairman

W25073

PROTECTIVE COVENANTS RUNNING WITH LAND

THIS INDENTURE and declaration of covenants running with the land, made this 6th day of September, 1978 by Washington Services, Inc.,

WITNESSETH:

WHEREAS, said parties are the owners in fee of FORESTHILL #2, an addition to King County, Washington as recorded in Volume 107 of Plats, Pages 12 and 13, records of King County, which property is located in King County, Washington, and

WHEREAS, it is the desire of said parties 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 parties do by these presents, make, establish, confirm and hereby impress upon FORESTHILL #2, an addition to King County, Washington, according to plat thereof recorded in Volume 107 of Plats, Pages 12 and 13, records of King County, Washington, which property is all located in King County, Washington, the following protective covenants to run with said land, and do hereby 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 not to exceed two stories in height and a private garage for not more than three cars.
3. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1500 square feet for a one story dwelling, nor less than 900 square feet for a dwelling of more than one story.
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 lot line, nor nearer than 20 feet 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 15 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches 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 60 feet at the building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 9600 square feet.
6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet and the side two and one-half feet of each lot. 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 improvement 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.

SEP 12 1978

8.30 FILED BY PNTI

7809120382

0-12-78-30

7809120332

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 nine (9) months from date of start of construction except for reasons beyond control in which case a longer period may be permitted.
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 feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
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.
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 individual sewage disposal system shall be permitted on any lot.
16. 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, 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.
17. No building 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 quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum setback line unless similarly approved. Approval shall be as provided in Paragraphs 20 and 21.
18. The maintenance of the planter islands shall be the sole responsibility of those lots directly abutting said islands.
19. No living native evergreen plant material shall be removed from those areas covered by a "Native Growth Protection Easement".

0-12-78 8:30

SEP 12 1978

8.30 FILED BY PNTI

Page 1

20. The Architectural Control Committee is composed of:

Charles R. Richmond 1423 - 4th Avenue, Seattle, Wash. 98101
F. L. (Pat) Jacobs 1423 - 4th Avenue, Seattle, Wash. 98101
B. Douglas Webb 16031 - 119th Pl. N. E., Bothell, Wash. 98011

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 to withdraw from the committee or to restore to it any of its powers and duties.

21. The 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 not be required and the related covenants shall be deemed to have been fully complied with.
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 (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 in part.
23. 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.
24. Invalidity of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
25. Any owner shall have the right to enforce by any proceeding at law or in equity all terms hereunder now or hereafter imposed and the prevailing party in said litigation, in addition to any other sums which said party may recover, shall be awarded reasonable attorney's fees, court costs, and any expense of litigation.

IN WITNESS WHEREOF the undersigned have affixed their signatures.

WASHINGTON SERVICES, INC.

By: E. R. Knutson
E. R. Knutson, President

By: Charles R. Richmond
Charles R. Richmond, Vice President

03:88-12-78-31-3

7809120382

STATE OF WASHINGTON)
COUNTY OF KING) ss.

7809120382

On this 7th day of September, 19 78, before me
the undersigned, a Notary Public in and for the State of Washing-
ton duly commissioned and sworn, personally appeared _____
E. K. Knutson and Charles R. Richmond
to me know to be the President and Vice President
respectively of Washington Services, Inc., 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
and year in this certificate above written.

Edward H. Jensen
Notary Public in and for the State of
Washington, residing at Marysville.

Record and return to:
Washington Services, Inc.
1423 Fourth Avenue
Seattle, Washington 98101

0-12-78 8:30

RESIGNATION OF ARCHITECTURAL CONTROL COMMITTEE MEMBERS

1759660

8210190152

The undersigned, no longer being the representatives of a majority of lot owners in Foresthill #2, an addition to King County, as recorded in Volume 107 of plats, pages 12 and 13, and in accordance with protective covenants recorded under auditors file #7809120382 do hereby resign as members of the architectural control committee.

It will now be the responsibility of a majority of the present lot owners to elect a new committee.

Signed at Seattle, This 9th day of March, 1982.

F. L. Jacobs
Charles R. Richmond
B. Douglas Webb

STATE OF Washington }
 County of King } ss.

On this 9th day of March, A. D. 19 82, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared F. L. Jacobs and Charles R. Richmond

to me known to be the individual 2 described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Mary L. Webb
 Notary Public in and for the State of Washington
 residing at Seattle

STATE OF WASHINGTON }
 County of KING } ss.

On this 16 day of MARCH, A. D. 19 82, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared B. Douglas Webb

to me known to be the individual 2 described in and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the said instrument as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

George S. Middleton
 Notary Public in and for the State of Washington
 residing at Seattle

7906080608

18,712

7906080608

PROTECTIVE COVENANTS RUNNING WITH THE LAND

THIS INDENTURE and declaration of covenants running with the land,
made this 30th day of May, 1979 by Washington Services, Inc.,

WITNESSETH:

WHEREAS, said parties are the owners in fee of FORESTHILL #3, an addition to King County, Washington as recorded in Volume 110 of Plats, Pages 65 and 66, records of King County, which property is located in King County, Washington and,

WHEREAS, it is the desire of said parties 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 parties do by these presents make, establish, confirm and hereby impress upon FORESTHILL #3, an addition to King County, Washington, according to plat thereof recorded in Volume 110 of Plats, Pages 65 and 66, records of King County, Washington, which property is all located in King County, Washington, the following protective covenants to run with said land, and do hereby 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 not to exceed two stories in height and a private garage for not more than three cars. This restriction shall not be construed as a protection against view impairment, but is strictly intended to insure architectural harmony in the neighborhood.
3. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet and the side two and onehalf feet of each lot. Within these easements, no structure, plating 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 is responsible.
4. No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which may be or may become annoyance or nuisance to the neighborhood.
5. 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 residence either temporarily or permanently.

7906080608

6. 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 start of construction except for reasons beyond control in which case a longer period may be permitted. (Within six (6) months of occupancy, each homeowner shall be responsible for landscaping the front and side areas of their lot.)
7. 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 feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
8. 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.
9. 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 equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
10. 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.
11. 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, 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.
12. No living native evergreen plant material shall be removed from those areas covered by a "Native Growth Protection Easement".
13. No building 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 quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum setback line unless similarly approved. Approval shall be as provided in Paragraphs 15 and 16.
14. The maintenance of the planter islands shall be the sole responsibility of those lots directly abutting said islands.
15. The Architectural Control Committee is composed of:
 1. C. R. Richmond 1423 Fourth Avenue, Seattle
 2. J. L. Molitor 1423 Fourth Avenue, Seattle
 3. F. L. Jacobs 1423 Fourth Avenue, SeattleA 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 compen-

7906080608

sation 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 to 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.

17. The 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 not be required and the related covenants shall be deemed to have been fully complied with.
18. 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 in part.
19. Any owner shall have the right to enforce by any proceeding at law or in equity all terms hereunder now or hereafter imposed and the prevailing party in said litigation, in addition to any other sums which said party may recover, shall be awarded reasonable attorney's fees, court costs, and any expense of litigation.
20. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF the undersigned have affixed their signatures.

WASHINGTON SERVICES, INC.

BY: E. K. Knutson
E. K. Knutson, President and
Chairman

BY: Charles R. Richmond
Charles R. Richmond, Executive Vice President

JUN 8 1979

3.30 FILED BY PNTI

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this 30th day of May, 1979, before me the undersigned, a Notary Public in and for the State of Washington duly commissioned and sworn personally appeared E. K. Knutson and C. R. Richmond to me known to be the Chairman & President and Executive Vice President respectively, of Washington Services, Inc., 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 herein 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 and year in this certificate above written.

Mary L. Webb

Notary Public in and for the State of
Washington, Residing at Seattle, WA

8008280437

Filed for Record at Request of
FIRST AMERICAN TITLE
FOURTH & BLANCHARD BLDG
SEATTLE, WA 98101

PROTECTIVE COVENANTS RUNNING WITH THE LAND

#0437 B

RECD F 4.00

CASHSL

****4.00

11

THIS INDENTURE and declaration of covenants running with the land,
made this 30th day of July, 1980, by Design Guild Homes Incorporated,

WITNESSETH:

WHEREAS, said parties are the owner of Lots 32, 37, 38, 39, 41, 42, 43, 44, 45, 46 and 47, Foresthill Division 3, an addition to King County, Volume 110 of Plats, Pages 65 and 66. Records of King County, which property is located in King County, Washington, and

WHEREAS, it is the desire of said parties 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 parties do by these presents make, establish, confirm and hereby impress upon Lots 32, 37, 38, 39, 41, 42, 43, 44, 45, 46 and 47, Foresthill Division 3, an addition to King County, Washington, according to plat thereof recorded in Volume 110 of Plats, Pages 65 and 66, Records of King County, Washington, which property is all located in King County, Washington, the following protective covenants to run with said land, and do hereby bind said parties and all of their future grantees, assignees and successors to said covenants for the term hereinafter stated and as follows:

1. Landscaping View Protection:

No trees or plants of any type other than those existing at the time of these restrictive covenants shall be allowed to grow more than 12' in height, provided they do not unnecessarily interfere with the primary view of another residence. The primary view shall be considered to be the view of Seattle and Lake Washington beginning with the Smith Tower in Seattle and ending with the I-90 East Channel Bridge connecting Mercer Island to Bellevue.

2. The Architectural Control Committee, as established in the Protective Covenants dated May 30, 1979, and recorded under Auditor's File #7906080608, shall be the sole judge in deciding whether there has been such an interference. In case of violation the Architectural Control Committee may have such interferences removed at the expense of the property owners.

3. 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 the majority of the then-owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

4. Any owner shall have the right to enforce by any proceeding at law or in equity all terms hereunder now or hereafter imposed and the prevailing party in said litigation, in addition to

8008280437

M-154010-5

1ST AM-S

any other sums which said party may recover, shall be awarded reasonable attorney's fees, court costs, and any expense of litigation.

IN WITNESS WHEREOF the undersigned have affixed their signatures.

DESIGN GUILD HOMES INCORPORATED

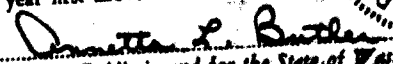
By: 
George M. Glass, President

STATE OF WASHINGTON,) ss.

County of King

On this 26th day of August, 19 80, before me, the undersigned,
a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared
George M. Glass, XXXX
to me known to be the President and
Design Guild Homes, Inc.

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 affixed (if any) is the corporate seal of said corporation.
Witness my hand and official seal hereto affixed the day and year first above written.


Notary Public in and for the State of Washington,
residing at Redmond

ACKNOWLEDGMENT - CORPORATION
FIRST AMERICAN TITLE COMPANY
WA - 48

BY THE DIV. OF
RECORDS & ELECTRONICS
KING COUNTY

MAY 28 9 06 AM '70

RECORDED

80082833

AFTER RECORDING MAIL TO

Design Guild
12505 Bel-Red Rd
Bel. wa
George Glass