

**DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS**

**MEADOWPARK DIVISION I & II
PLUS TRACTS A AND B**

THIS INDENTURE AND DECLARATION running with the land, made this day of 31st day of May 1989, by MEADOWS OF PANTHER LAKE, A Joint Venture Group, consisting of Dorenbush Company, A Washington General Partnership, and The Newton Co., A Sole Proprietorship ("DECLARANT"),

WITNESSETH

WHEREAS, DECLARANT is the owner in fee of certain real property (the "Real Property") described as MEADOWPARK Division I, consisting of Lots 1 through 87 (the "Lots") and Division II, consisting of Lots 88 through 131 (The Lots), plus Tracts A and B, as recorded in Volume 145, pages 98-101 and Volume 146, pages 1-3, King County Records, under Auditors Nos. 8906051100 and 8906051101, Divisions I and II, respectively.

WHEREAS, DECLARANT desires to impose certain protective covenants upon the Real Property for the mutual benefit of all owners, present and future;

NOW THEREFORE, DECLARANT hereby declares as follows:

ARTICLE I

- 1.1** **DECLARATION.** The Lots shall be held, sold and conveyed subject to the easements, covenants, conditions and restrictions set forth herein, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots. Such easements, covenants, conditions and restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in any Lot and shall inure to the benefit of each owner thereof; and are imposed upon each Lot as a servitude in favor of each and every other Lot as the dominant tenement.

- 1.2** **TERM.** This Declaration shall be effective for an initial term, expiring December 31, 2008, and thereafter by automatic extension for successive periods of ten (10) years each, unless terminated, at the expiration of the initial term or any succeeding ten year term by a Termination Agreement executed by the then owners of not less than seventy-five percent (75%) of the Lots then subject to this declaration.

- 1.3 **ARCHITECTURAL CONTROL COMMITTEE.** The Architectural Control Committee ("ACC") shall consist of not more than three (3) members who shall be appointed initially by DECLARANT and remain in office until such time as seventy-five percent (75%) of the Lots subject to this Declaration and any Supplemental Declarations have been built upon and conveyed from the home-builder to a consumer. At any time prior to the resale of seventy-five percent (75%) of the Lots to the consumer, DECLARANT reserves the right to extend the initial appointment of the ACC for a period of time not to exceed four (4) years from the date of the extension. DECLARANT further reserves unto itself the right to dissolve the ACC appointed by DECLARANT, thereby vesting the membership of the Homeowners Association with the authority to meet and appoint a successor ACC. The ACC may designate a single person to act on behalf of the ACC. No member of the ACC shall be entitled to compensation. The initial ACC shall consist of Steven Dorenbush and Brian McAloney, P.O. Box 6033, Federal Way, WA 98003.
- 1.4 A Homeowners Association shall be created to manage, administer and maintain the entire property of Meadowpark Divisions I and n, plus Tracts A and B.

ARTICLE II

- 2.1 **EASEMENTS.** On each Lot, an easement is reserved under and upon five foot strips of land parallel and adjacent to the front and rear boundary lines and to side street boundary lines, and under and upon two and one-half (2-1/2) foot strips of land adjacent to the side boundary lines (except any side street boundary lines) for utility installation and maintenance, including but not limited to power, telephone, water, sewer, drainage and gas, together with the right to enter upon the Lot at all times for such purposes. Additional utility easements are reserved as shown on the recorded plat, and others may also be recorded if required by governmental agencies or other bodies. Within such strips 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, obstruct or retard the flow of water through drainage channels. Such easement areas and all improvements therein shall be maintained by the owner of the Lot, except as to utilities services improvements located therein, which are the responsibility of the utility entity owning such improvements. Fencing and landscape plantings are permitted onsite and rear property lines as approved by the ACC.
- 2.2 **SERVICES.** No building shall be located on any Lot nearer to the lot lines than required by the codes and ordinances governed by King County. Builder must have specific written approval from the ACC on the placement of the house prior to commencing construction.

ARTICLE III

- 3.1 **SITE PREPARATION.** Clearing and grading, including, but not limited to, the cutting or transplanting of natural vegetation on any Lot, shall not be undertaken until plans for the single family dwelling to be constructed thereon are approved by the ACC as provided for herein.
- 3.2 **CONSTRUCTION APPROVAL.** No building or other structure shall be commenced, erected or altered upon any Lot, nor shall any exterior addition be made until the construction plans and specifications and a plot plan showing the nature, kind, shape, height, materials, colors and location of the same shall have been submitted to and approved in writing by the ACC as to harmony of exterior design and location in relation to, and its effect upon, surrounding structures and topography. If the ACC fails to approve or disapprove such design and location within fifteen (15) days after such plans and specification have been received by it, approval will not be required, and this Article will be deemed to have been fully complied with. All plans, specification and plot plans are to be submitted to the Committee at the following address: 275 118th S.E., Suite 110, Bellevue, Washington 98004, or at such other address as may hereafter be given in writing to the lot owners by the DECLARANT or the ACC.
- 3.3 **CONSTRUCTION TIME.** Any dwelling or structure erected or placed on any lot shall be completed as to external appearance, including finish painting and landscaping, within six (6) months from date framing commences. The landscaping to be completed within the six (6) month time frame is inclusive of the lawn, rockery, shrubbery, etc. for the entire front yard lot line to the lot line.
- 3.4 **SITE OF IMPROVEMENTS.** Single family dwelling units, excluding garages, porches, and eaves shall have a living area of not less than 1,400 square feet for multi-level construction. Single level dwellings must have a finished living area of not less than 1,200 square feet.
- 3.5 **ROOFS.** Roofs on all buildings in Division I and Division n must be finished with 100% natural wood cedar shakes or 100% natural wood cedar shingles unless written approval for use of other materials is granted by the ACC prior to construction. No flat roofs shall be allowed.
- 3.6 **DRIVEWAYS.** All driveways, exterior walks, and patios shall be exposed concrete unless approval for use of other material is granted by the ACC.
- 3.7 **FENCES.** No fence, wall or hedge shall be erected or placed on any lot nearer to any street than the minimum building setback line, or the actual building setback lines whichever is further from the street 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 wall. Fences bordering green belt areas shall be erected with the finished side facing the green belt areas. No fencing shall be permitted in the front yard. On corner lots, fencing shall only be allowed from the rear corner of the house to the rear lot line along the exterior side lot line. All fencing shall be approved by the ACC prior to installation.

Fences shall be no higher than 6 feet, and said fence design shall be one of two prior approved designs. Exterior color of fences shall be one (1) uniform color throughout Meadowpark.

- 3.8 GARAGES.** Garages are required and shall be incorporated in or made a part of the dwelling house. No detached garages shall be permitted without written approval from the ACC. Single-car garages, carports and detached garages are specifically prohibited.
- 3.9 "STICK BUILT" CONSTRUCTION.** All dwellings shall be of a "stick built" variety. Mobile homes, manufactured housing, and modular homes are specifically not permitted.
- 3.10 ANTENNAS/SATELLITE DISHES.** Exterior antennas and satellite dishes of one (1) meter or less in diameter are allowed only for the reception of broadcast video programming in cases which interior installation would preclude reception of an acceptable quality signal. The ACC must be notified prior to installation of any exterior antenna to ensure that the antenna is screened so as to not be visible from the street unless doing so would unreasonably increase the cost of installation, maintenance or use; or preclude reception of an acceptable quality signal. Notification should be made as soon as possible so as not to create unreasonable delays or prevent installation, maintenance or use of the antenna. Exterior antennas and satellite dishes greater than one (1) meter in diameter or diagonal measurement, and exterior antennas and satellite dishes designed for purposes other than the reception of video programming are strictly prohibited unless written approval by the ACC is granted.
- 3.11 EXTERIOR FINISHES.** The exterior of each home shall be finished with spruce, cedar, brick, authentic stone siding, or OSB LAP siding. Stucco board shall be permitted on gable ends. "T-111" or equivalents are specifically prohibited, except for eaves, soffets, and/or porches. Any deviations must have written consent from the ACC.

ARTICLE IV

- 4.1 BUSINESS & COMMERCIAL USE.** Except for model homes or builder's temporary sales offices, no Lot shall be used for other than one detached single-family dwelling with parking for not more than three cars, and no trade, craft, business, profession or commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried on upon a Lot or within any building located on a Lot; nor shall any goods, materials or supplies used in connection with any trade, service or business, wherever the same may be conducted, be kept or stored, outside any building on any Lot; nor shall any goods, used for private purposes and not for trade or business, be kept or stored outside any building on any Lot.

- 4.2 **MAINTENANCE OF STRUCTURES & LANDSCAPING.** All structures upon a Lot shall at all times be maintained in good condition and repair and shall be properly painted, stained or otherwise finished. All trees, hedges, shrubs, flowers and lawns shall be maintained and cultivated so that the Lot is not detrimental to the neighborhood as a whole. Slope banks upon any Lot shall be properly watered and maintained by the owner thereof. Lot owners shall be responsible for maintaining any "landscaping theme" set forth by the DECLARANT or BUILDER with respect to individual cul-de-sacs and/or streets.
- 4.3 **VEHICLES.** No recreation vehicle and/or commercial vehicle, including but not limited to boats, campers, motor homes, trucks in excess of 3/4 ton, and trailers - whether operable or not - of any kind shall be parked, stored, maintained, or constructed on any lot or street in such a manner as to be visible from the street or neighboring lots.
- 4.4 **PETS.** No animals or fowls shall be raised, kept or permitted on any Lot except domestic dogs, cats and caged birds kept within the dwelling unit; provided such dogs, cats and pet birds are not permitted to run at large and are not permitted to be kept, bred or raised for commercial purposes or in unreasonable numbers. No such household pet which is or becomes an annoyance or nuisance to the neighborhood shall thereafter be kept on any Lot.
- 4.5 **GARBAGE AND TRASH.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept only in sanitary containers properly screened and shielded from adjacent properties. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No trash, refuse pile, vehicles, underbrush, compost pile or other unsightly growth or objects shall be allowed to group, accumulate or remain on any Lot so as to be a detriment to the neighborhood or become a fire hazard.
- 4.6 **NOXIOUS OR OFFENSIVE ACTIVITY.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done or maintained thereon which may be or become any annoyance or nuisance to the neighborhood or detract from its value.
- 4.7 **WATER AND SEWAGE SYSTEMS.** Private wells and water supply systems and private sewerage (septic) systems are prohibited.
- 4.8 **TEMPORARY RESIDENCE.** No outbuilding, basement, tent, shack, garage, trailer or shed or temporary building of any kind shall be used as a residence either temporarily or permanently, except for a construction shack used by an Owner's construction contractor during the construction period.
- 4.9 **DRILLING. MINING. ETC.** Exploration for any recovery of minerals, oil and gas, sand and gravel or other materials, by any means or method, is prohibited.

- 4.10 SIGNS.** No signs 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 square feet advertising the property for sale or rent, or signs used by the DECLARANT, or agents thereof, to advertise the property during the construction and sales period. The ACC shall have the sole jurisdiction on all signs within the boundaries of MEADOWPARK Division I & n, including any and all common areas.
- 4.11 HOMEOWNER'S ASSOCIATION.** Every lot owner, by acceptance of a deed or contract for such Lot, is hereby deemed to covenant and agree to membership in the MEADOWPARK HOMEOWNER'S ASSOCIATION, for the purpose of owning property and property right as common area for the benefit of homeowner's, and for the purposes of maintaining, repairing, replacing, or improving any such property or any improvements placed thereon. Such membership shall be appurtenant to the Lot owned by such Lot owner and may not be transferred except by sale or transfer of the Lot itself. Every Lot owner is further deemed to covenant and agree to pay when due any and all dues, assessments or other charges that may be levied from time to time by the MEADOWPARK HOMEOWNER'S ASSOCIATION, in accordance with these articles and/or the Articles of Incorporation of such Association, and any sums not paid within thirty (30) days of the date due shall become a continuing lien on the Lot owned, which lien may be foreclosed by the Association. Any lien created hereby shall be subordinate only to any duly recorded purchase money mortgage, deed of trust or real estate contract which appears as a "first lien" against the lot.
- 4.12 COMMON EXPENSES.** The following expenses shall be considered expenses in common with all the lot owners: purchase, operation and maintenance of street lighting; operation and maintenance of common area sprinkler systems; maintenance of common area landscaping, and; operation and maintenance of the common areas, including designated common areas (Tracts A and B). Common expenses shall be inclusive of the cost of liability and casualty insurance in whatever amount is reasonable and deemed appropriate. The responsibility for the common expenses herein shall be administered by said Association. Homeowner dues shall be initially fixed at \$120/year pro-rated at closing of home and further payable every January 15th in advance for forthcoming year.
- 4.13 NONLIABILITY OF ACC AND HOMEOWNER'S ASSOCIATION MEMBERS.** Neither the ACC nor the Homeowner's Association, nor any member thereof, shall be liable to any Owner, occupant, builder or developer for any damages, loss or prejudice suffered or claimed on account of any action or failure to act of the Committee or member thereof, provided that the member has acted in good faith and on the basis of the facts as known to him.

ARTICLE V

- 5.1 **AMENDMENT.** This Declaration can be amended at any time by DECLARANT prior to the sale of all Lots by the DECLARANT. Thereafter, this Declaration can be amended by an affirmative majority vote of the lot owners.
- 5.2 **ENFORCEMENT.** The DECLARANT or the ACC shall have the right to enforce any provision of this Declaration or to recover damages resulting from any violation thereof by any proceeding at law or in equity. Thirty (30) days after written notice to the owner of any Lot setting forth a violation, DECLARANT, the ACC or the agent of either may enter upon such Lot, which entry shall not be deemed a trespass, and take whatever steps are necessary to correct the violation. The expenses thereof, if not paid by such owner within thirty (30) days after written notice and billing, may be filed as a lien upon such Lot. Failure of the DECLARANT or the ACC to enforce any provision herein shall in no event be deemed a waiver of the right to do so. In the event of legal action, the prevailing party shall be entitled to recover actual costs and reasonable attorney fees.
- 5.3 **SEVERABILITY.** Invalidation of any provision hereof shall not affect the other provisions, which shall remain in full force and effect.
- 5.4 **NOTICE.** Any notice required hereunder shall be deemed effective when personally delivered or when mailed by certified mail to the owner of public record at the time of such mailing to such owner's address as appears on the King County Tax Records.