

# **DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS & RESTRICTIONS HUNTER'S RIDGE**

February 4, 1988

## **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 or tenements.

### **1.2 Term**

This Declaration shall be effective for an initial term, expiring June 30, 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 three (3) members who shall be appointed initially by Declarant and remain in office until such time as ninety percent (90%) of the Lots subject to this Declaration and any Supplemental Declarations have been built upon and conveyed from the home builder to a buyer, but in no event longer than June 30, 1993. From and after such time the ACC shall be composed of three (3) or more representatives elected by a majority of the owners of the Lots voting.

## **ARTICLE II: PHASED DEVELOPMENT**

## **2.1**

Initially, only Hunter's Ridge shall be subjected to the terms and provisions of the Declaration. Additional adjacent real property, legally described on Exhibit A, may, from time to time, within seven (7) years of the recording of this declaration, at the option of the Developer, be subjected to the Declaration; provided, however, the total additional adjacent real property subjected to the Declaration shall not contain more than 20 Lots. The Developer hereby reserves for Itself, its successors or assigns, the right to subject said additional adjacent real property to the terms and provisions of the Declaration, and to grant to the Owners of the Lots located on said adjacent real property, after it is subjected to the Declaration, all of the rights and benefits to which Lots in Hunter's Ridge are entitled including the formulation of a Homeowners Association in the future. The Developer hereby reserves for itself, its successors or assigns, the right to develop said additional adjacent real property without subjecting it to the terms and provisions of the Declaration.

## **2.2**

Until said additional adjacent real property shall be subjected to the Declaration, said property shall not be subject to the terms and provisions of this Declaration. This Declaration shall not give any Lot Owners any rights in said adjacent real property until it is subjected to the Declaration. At such time as said adjacent real property shall be subjected to the terms and provisions of this Declaration, said adjacent real property shall become part of the Properties and Lot Owners shall automatically become Members of the Homeowners Association when it is formed, and shall be entitled to all of the rights and benefits and subject to all of the obligations of Members of the Association.

## **2.3**

Any such additional adjacent real property shall be deemed added hereto by the filing for record of an amendment to this Declaration so stating together with a plat of the phase to be added.

# **ARTICLE III**

## **3.1 Easements**

On each Lot, an easement is reserved under and upon five lot strips of land parallel and adjacent to 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.

### **3.2 Setbacks**

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, or nearer than 10 feet (1) to any side street line. No building shall be located on an interior Lot nearer than an average of 20 feet to the rear lot line. For purposes of this covenant, eaves, steps and open porches shall not be considered 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.

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(1) Original value of 15 feet amended to 10 feet on March 1st, 1988.

## **ARTICLE IV**

### **4.1 Site Preparation**

Clearing and grading, including but not limited to the cutting or transplanting of natural vegetation from 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.

### **4.2 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, color, 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 falls to approve or disapprove such design and location within thirty (30) days after such plans and specifications have been received by it, approval will not be required, and this Article will be deemed to have been fully complied with. All plans, specifications and plot plans are to be submitted to the Committee at the following address Hunter's Ridge Architectural Control Committee, c/o The Quadrant Corporation, P. O. Box 130, Bellevue, Washington 98009, or at such other address as may hereafter be given in writing to the lot owners by the Declarant or me ACC.

### **4.3 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 9 months from date of start of

construction except for reasons beyond control of the lot owner, in which case a longer period may be permitted if approved by the ACC.

#### **4.4 Size of Improvement**

Single family dwelling units, including covered parking shall occupy not less the 1,000 square feet of ground coverage, and have a living area of not less than 1,500 square feet.

#### **4.5 Roofs**

Roofs on all buildings must be finished with cedar shakes or shingles unless approval for use of other material is granted by the ACC.

#### **4.6 Driveways**

All driveways shall be concrete unless approval for use of other material is granted by the ACC.

#### **4.7 Fences**

No fence, wall or hedge shall be erected or placed on any lot nearer to any street than the minimum building setback line, 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 of stained cedar or redwood, not to exceed six feet in height, with finished side facing green belt areas. No chain link fencing shall be visible from any street or green belt area. All fences shall be per the ACC approved standard fence design.

## **ARTICLE V**

### **5.1 Business & Commercial Use**

Except for builders' temporary sales offices and model homes, 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, commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried on upon any 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.

### **5.2 Maintenance of Structures & Landscape**

All structures upon a Lot shall at all times be maintained in good condition and repair and be properly painted. 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.

### **5.3 Vehicles**

No recreation vehicles, including but not limited to boats, campers and trailers – weather 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.

### **5.4 Pets**

No animals or fowls shall be raised, kept or permitted on any Lot excepting only domestic dogs or cats and excepting caged birds kept within the dwelling unit, provided such dogs, cats and pet birds are not permitted to run at large and are not 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.

### **5.5 Garbage & Trash**

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except 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.

### **5.6 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 an annoyance or nuisance to the neighborhood or detract from its value.

### **5.7 Water it Sewage Systems**

Private wells and water supply systems and private sewerage (septic) systems are prohibited.

### **5.8 Street Lights**

Street lighting service shall be furnished by Water District 82, or its successors and assigns, to all lots covered by this Declaration. All such lots shall benefit from street lighting service, directly or indirectly, and each Lot Owner shall be required to pay street lighting monthly service charges. Unpaid charges tor street lighting and for water service shall be a lien upon any lot or lots for which such charges remain unpaid for a period of fifteen (15) days from the date billed, provided notice of intent to file a lien shall be given to the Lot Owner at least ten (10) days prior to the tiling of such lien with the King County Records and Elections Office.

## **5.9 Temporary Residence**

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

## **5.10 Drilling, Mining, Etc**

Exploration for and recovery of minerals, oil and gas, sand and gravel or other materials, by any means or method, is prohibited.

## **5.11 Mailboxes**

Declarant will provide one U.S. Postal System approved mailbox for each Lot at an approved cluster location within reasonable proximity to the dwellings served thereby. Thereafter Lot owners shall be obliged to maintain, repair or replace their respective mailboxes.

## **5.12 Signs**

All signs and advertising devices for display to public view are prohibited except one sign, not to exceed 18 inches by 24 inches, advertizing the Lot (whereon posted) for sale or rent by the owner thereof or such owner's authorized agent, except for marketing signs on lots, project entrance(s) and model homes during the merchandising and sale of new homes in this and adjoining divisions of Hunter's Ridge by the developer and its assignees.

## **5.13 Homeowner's Association**

Every Lot owner, by acceptance of a deed for such Lot, is hereby deemed to covenant and agree to membership in a Hunter's Ridge Homeowner's Association, for at least the purposes of owning or leasing property or property rights as common area for the benefit of Hunter's Ridge, 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 Hunter's Ridge Homeowner's Association, if formed, in accordance with the articles and by-laws or Articles of Association 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. Lots owned by builder and/or developer, prior to the sale of a home on said lot to a third party, shall be assessed Homeowner's Association dues at the same rate as other lot owners up to a limit of \$10.00 per month.

# **ARTICLE VI**

## **6.1 Amendment**

This Declaration can be amended at any time by Declarant prior to June 30, 1993 or until Declarant has sold 40% of the lots, whichever first occurs. Thereafter, this Declaration can be amended by an affirmative vote of the owners of not less than seventy-five percent (75%) of the Lots.

## **6.2 Enforcement**

Declarant, the ACC or any Lot owner 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 (10) 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 Declarant, the ACC or any Lot owner to enforce any provision herein shall in no event be deemed a waiver of the right to do so.

## **6.3 Severability**

Invalidation of any provision hereof shall not affect the other provisions, which shall remain in full force and effect.

## **6.4 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.