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DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
CROFTON HEIGHTS

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THIS INDENTURE AND DECLARATION running with the land, made
this 7th day of December, 1988, by BENJFRAN
DEVELOPMENT, INC., an Oregon corporation ("Declarant"),

WITNESSETH:

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WHEREAS, Declarant is the owner in fee of certain real
property (the "Real Property") described as Crofton Heights,
consisting of Lots 1 through 70 (the "Lots") and Tracts A, B, C
and D, as recorded in Volume 143 of Plats, pages 77
through 79 inclusive under King County Recorder's
Number 88-12070221, records of King County, Washington;

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 and Tracts 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. They 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 September 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 one hundred percent (100%) of the Lots subject to this Declaration and any Supplemental Declarations have been built upon and conveyed from the original home builder to a buyer. From and after such time the ACC shall be composed of three (3) or more representatives appointed by the Board of the Homeowners' Association.

ARTICLE II

2.1 Utility Easements. On each Lot, an easement is reserved under and upon ten-foot 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

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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 improvement located therein which are the responsibility of the utility entity owning such improvements.

2.2 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 to any side street line. No building shall be located on an interior Lot nearer than an average of 10 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.

2.3 Easement for Entrance Sign. There is an easement in favor of the Crofton Heights Homeowners' Association for the entrance sign on portions of Lot 1 and Lot 70. The exact location and dimensions of the easement area are shown on the face of the Plat. The entrance sign constructed on this easement shall be maintained by the Homeowners' Association.

ARTICLE III

3.1 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.

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, 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 fails to approve or disapprove such design and location within thirty (30) days after such plans and specification have been received by it, approval will not be required, and this Article

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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: Crofton Heights Architectural Control Committee, c/o BenjFran Development, Inc., P.O. Box 1847, Bellevue, Washington 98009, or at such other address as may hereafter be given in writing to the Lot owners by the Declarant or the ACC.

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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 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.

3.4 Size of Improvement. Single family dwelling residences, not including covered parking, shall occupy not less than 1,000 square feet of Lot coverage, and have a total living area of not less than 1,500 square feet.

3.5 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.

3.6 Driveways. All driveways shall be 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, 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 IV

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4.1 Business and Commercial Use. Except for Declarant's or builders' temporary sales offices and model homes, no Lot shall be used as a building site 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 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. No goods used for private, trade or business purposes shall be kept or stored outside any building on any Lot.

4.2 Maintenance of Structures and Landscape. All structures upon any 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.

4.3 Vehicles. No recreation vehicles, including but not limited to boats, campers and trailers (whether operable or not) of any kind shall be parked, stored, maintained, or constructed on any Lot or on any 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 excepting only domestic dogs or cats and excepting caged birds kept within the residence, 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 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 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 grow, accumulate or remain on any Lot ~~or~~ ~~Tract~~, 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 an annoyance or nuisance to the neighborhood or detract from its value.

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4.7 Water and Sewage Systems. Private wells and water supply systems and private sewerage (septic) systems are prohibited within Crofton Heights.

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

4.9 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.

4.10 Mailboxes. There shall be 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 obligated to maintain, repair or replace their respective mailboxes.

4.11 Signs. All signs and advertising devices for display to public view are prohibited except one sign, not to exceed 18 inches by 24 inches, advertising 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 Crofton Heights by the Declarant and/or assigns.

4.12 Homeowner's Association. Every Lot owner, by acceptance of a deed for such Lot, is hereby deemed to covenant and agree to membership in Crofton Heights Homeowner's Association

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("The Association") for at least the purposes of owning or leasing property or property rights as common area for the benefit of Crofton Heights and for the purposes of maintaining, repairing, replacing, or improving any such property or any improvements place 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. The Association shall be a not-for-profit corporation. 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 Association in accordance with the Articles and Bylaws or Articles of Incorporation of the 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 any builder and/or Developer, prior to the sale of a home constructed on any Lot to a third party, shall be assessed The Association dues at the same rate as other Lot owners up to a limit of \$10.00 per month. The provisions of this paragraph shall not apply to Tract B.

ARTICLE V

In addition to Lots 1 through 70, there are four (4) tracts within Crofton Heights which are not numbered Lots (Tracts A, B, C and D).

5.1 Tract A. Tract A is a common area located generally in the Southwest part of Crofton Heights. This Tract shall be owned and maintained by The Association for the benefit of all the Lot owners in accordance with rules and regulations which the Board may adopt from time to time.

5.2 Tract B. Tract B is located along the northerly boundary between 161st Place Southeast and the northwest corner of Crofton Heights. This Tract shall be conveyed to the owner of the property adjacent to the northwest corner of Crofton Heights for access to that owner's property. After that conveyance, the provisions of this Declaration shall no longer apply to Tract B.

5.3 Tract C. Tract C is a common area along the northerly boundary extending from 161st Place Southeast to the northeasterly corner of Crofton Heights. This Tract shall be owned by The Association for the benefit of the Lot owners and for the benefit of the owner of Tract B for use as a pedestrian and equestrian path in accordance with rules and regulations which the Board may adopt from time to time. The owner of Tract B shall have a perpetual non-exclusive easement over and across Tract C for use as a pedestrian/equestrian path.

5.4 Tract D. Tract D is located in the south central portion of Crofton Heights. Upon the recording of the Plat of Crofton Heights, this Tract will be owned by King County and shall be used for maintenance of storm drainage facilities.

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ARTICLE VI

6.1 Amendment. This Declaration can be amended at any time by Declarant prior to September 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 (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 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

