

5108119

DECLARATION OF PROTECTIVE RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that John L. Scott, Inc., a Washington Corporation, does hereby declare the following protective restrictions as established pertaining to all of the property located in King County, Washington described as follows:

All of the lots embraced in the plat of Lake Vista as per plat recorded in Volume 63 of plats, page 43 in King County, Washington.

These restrictive mutual easements and other conditions of the said plan or scheme shall attach to and pass with the said real property and each and every part and parcel thereof. If the parties hereto, or any of them or their heirs, executors, administrators or assigns shall violate or attempt to violate any of provisions of these restrictive mutual easements of Lake Vista, King County, Washington, it shall be lawful for any other person or persons owning any real property situated in Lake Vista, King County, Washington, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of these provisions, either to prevent him from so doing or to recover damages or other compensation for such violation. Invalidation of any one of these covenants, by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect. These restrictive mutual easements shall be deemed to be fully and sufficiently described or incorporated in any instruments or covenants by designating and referring to the same as the "protective mutual covenants of Lake Vista, King County, Washington.

GENERAL PROVISIONS

All of the lots in ~~XXXXXX~~ Lake Vista shall be designated as "residence lots." A building site shall consist of at least

- (a) one such resident lot or more as shown on said plat herein,
- (b) a parcel composed of such resident lots or portions thereof, the depth and frontage of which parcel shall equal or exceed the depth and frontage of the lots in the immediate vicinity in the same block.

No building or structure shall be erected, constructed, maintained or permitted upon the property of Lake Vista except upon a building site as hereinabove defined, and no building or structure shall be erected, constructed, maintained, or permitted on a building site, other than a single, detached dwelling house, except that appurtenances to any dwelling house, such as private garages, garden houses, pergolas, conservatories, or similar structures, architecturally in harmony therewith and of permanent construction, may be erected within the building limits hereinafter set forth.

No building may be erected on any of the said building sites containing less than 1400 square feet of floor area exclusive of garages, garden houses and other appurtenances mentioned above. No building of the Day-light Basement or Tri-Level types may be erected on any of said building sites containing less than 1,200 square feet of floor area on one level, exclusive of garages, garden houses and other appurtenances mentioned above. However, in the case of a two story house, and in such case the minimal ground floor area (as herein defined) shall be not less than 1,000 square feet. A two story house may be built in LAKE VISTA, King County, Washington only with the express approval of the architectural committee.

3 additional sheets

DEC 1-1959

5108119

No dwelling shall be permitted on any lot at a cost of less than \$17,000 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size.

In no case shall any ridge or peak be more than 24 feet above the high point of the finished grade of said lot. No dwelling house or any part thereof or any other structure, except as herein specified, exclusive of fences and similar structures shall be placed nearer than 24 feet to or from the street line of the building site on which it is located, measured at the closest point of said structure to the said front or street line, nor shall any building or structure be placed closer than 5 feet of any lot, side line. Garages shall be attached to the house whenever possible. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. 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.

APPROVAL OF PLANS

All buildings to be erected in Lake Vista shall be approved by John L. Scott, Inc.

As to all improvements, construction and alteration in Lake Vista, the said company shall have the right to refuse to approve the design, finishing or painting of any construction or alterations which is not suitable or desirable in said addition for any reason aesthetic or otherwise, and in so passing upon such design, the John L. Scott, Inc. shall have the right to take into consideration the suitability of the proposed structure and of the material of which it is to be built to the site upon which it is proposed to erect the same, the harmony with other dwellings therein with the surroundings and the effect on the outlook of the adjacent or neighboring property and any and all other factors which in their opinion shall effect the desirability or suitability of such proposed structure, improvements or alterations.

PROCEDURE

The John L. Scott, Inc's approval or disapproval as required in these covenants shall be in writing. In the event the John L. Scott, Inc. 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.

MOVING OF BUILDINGS; CONSTRUCTION OF OUTBUILDINGS

No building or structure shall be moved onto any land embraced in said plat from any land outside of said plat, except a new prefabricated structure, of a kind and type approved as stipulated. No building of any kind shall be erected or maintained on a building site prior to the erection of the dwelling house thereon. No trailers shall be kept upon said property except inside of garages.

PROSECUTION OF CONSTRUCTION WORK

The work of construction of all buildings and structures shall be prosecuted diligently and continuously until such building and structure are fully completed and painted. All structures shall be completed as to external appearance, including finished painting, within 6 months from the date of commencement of construction, unless prevented by causes beyond the owner's control.

DEC 1-1959

5108119

NOXIOUS USE OF PROPERTY

No noxious or undesirable thing or undesirable use of the property shall be permitted on said property or in said addition.

REFUSE DISPOSAL AND STORAGE OF MATERIAL.

No trash, ashes or other refuse may be thrown or dumped on any lot of said addition.

ANIMALS

No fowl or animal other than song birds (2) dogs or (2) cats shall be kept upon any of the property in said addition.

DRIVEWAYS

Driveways shall be blacktopped from street edge to property line by builder of residence.

BATHROOM, SINK AND TOILET CONVENIENCES

All bathroom, sink and toilet conveniences shall be inside of house or building and shall be connected by underground pipes with a private septic tank of a depth and type of construction approved by King County and State of Washington Health Authorities. The drains from said septic tank shall be kept within the building limits of each tract as hereinabove described. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain, unless it has first passed through an absorption field approved by the health authorities.

SIGNS

No sign of any kind shall be displayed to the public view on any lot except one professional ~~sign~~ 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 a builder to advertise the property during the construction and sales period.

WATER SUPPLY

No individual water-supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of Washington State Health Authorities. Approval of such system as installed shall be obtained from such authority.

SEWAGE DISPOSAL

No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements standards and recommendations of the King County Sanitation Department. Approval of such system as installed shall be obtained from such authority.

TERMS OF RESTRICTIONS

These restrictive covenants shall run with the land and shall be binding upon all parties hereto and all persons claiming under them until June 1, 1975 at which time said covenants shall be automatically extended for subsequent periods of ten years unless the owners of said lots, by a ~~3/4~~ majority vote, agree to change said covenants in whole or in part.

5108119

ENFORCEMENT

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

SERVERABILITY

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

Dated this 20 day of November 1959

JOHN L. SCOTT, Inc.

BY [Signature]
President

BY [Signature]
Vice-President

STATE OF WASHINGTON)
County of King) ss

On this 20th day of November 1959, personally appeared John L. Scott, and W. Lennox Scott to me known to be the President and Vice President respectively, of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and coluntary act and deed of said corporation, for the uses and purposes therein mentioned, and an oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

[Signature]
Notary Public in and for the
State of Washington, residing
at

DEC 1 - 1959