

PROTECTIVE COVENANTS RUNNING WITH LAND

63/4/30

THIS INDENTURE AND DECLARATION of covenants running with the land, made this
1st day of March, 19 68, by

INLAND HOMES, INC., a Washington Corporation and SECURITIES INTERMOUNTAIN, INC.,
an Oregon Corporation

WITNESSETH:

WHEREAS, said parties are the owners in fee of INLAND PARK NO. 2
an addition to King County, Washington, as recorded in Volume
75 of Plats, page 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 for the mutual benefit
of all owners, present and future, now therefore

IT IS HEREBY MADE KNOWN THAT said parties do by these presents make, establish,
confirm and hereby impress upon INLAND PARK NO. 2
an addition to King County, Washington, according to plat thereof
recorded in Volume 75 of Plats, page 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:

321691-0

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 two cars.
3. No dwelling shall be permitted on any lot at a cost of less than \$12,500.00 (exclusive of land), 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 quality of workmanship and materials substantially the same or better than that which can be produced on the date of these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 950 square feet for a one story dwelling, nor less than 850 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 set-back 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, or nearer than 20 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 50 feet or more from the minimum building set-back line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For 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 70 feet at the minimum building set-back line, nor shall any dwelling be erected or placed on any lot having an area of less than 9600 square feet.

2 additional sheets

MAR 7-1968 - 8 30 Filed by TA

6314130

6. Easements for drainage facilities are reserved over a 2½ foot wide strip along each side of interior lot lines and over the rear five feet of each lot. Easements for installation and maintenance of other utilities are reserved as shown on the recorded plat or other instrument of public record. 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 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.

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 of 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 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 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.

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 unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of County Public Health authorities. Approval of such system as installed shall be obtained from such authority.

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 unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of County Public Health authorities. Approval of such system as installed shall be obtained from such authority.

16. No fence, wall or hedge shall be erected, placed or altered on any lot nearer to any street than the building set-back 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.

17. 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.

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

MAR 7-1968 - 8 30 Filed by TA

19. 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 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 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.

6314130

IN WITNESS WHEREOF the undersigned have affixed their signatures.

INLAND HOMES, INC.

Richard Hurlen
Richard Hurlen, Vice President

SECURITIES INTERMOUNTAIN, INC.

Vincent P. DeDonato
Vincent P. DeDonato, Vice President
George W. Corley
George W. Corley, Ass't Vice President

STATE OF WASHINGTON)
County of King) ss.

On this 5th day of March, A. D. 1968, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Richard Hurlen and George W. Corley to me known to be the Vice President and Secretary, respectively, of INLAND 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 he is 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.

Alice B. Wendenbarger
Notary Public in and for the State of Washington
residing at Bethesda

(Acknowledgment by Corporation. Pioneer National Title Insurance Company. Form L 29)

STATE OF WASHINGTON)
County of King) ss.

On this 5th day of March, A.D. 1968 before me, the undersigned, a Notary Public in and for the State of Washington duly commissioned and sworn personally appeared George W. Corley and Vincent P. DeDonato to me known to be the Vice President and Ass't Vice President respectively, of SECURITIES INTERMOUNTAIN, 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.

Alice B. Wendenbarger
Notary Public in and for the State of Washington
Residing at Bethesda

MAR 7-1968 - 8 30 Filed by TA