

SKY MOUNTAIN
DIVISION 1 & 2
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS INDENTURE AND DECLARATION of covenants running with the land, made this 3rd day of December 1982, by SKY MOUNTAIN PARTNERSHIP, a Washington Corporation.

WITNESSETH:

WHEREAS, said party is the owner in fee of Sky Mountain, Division 1 & 2 an addition to King County, Washington as recorded in Volume 122 of Plats, pages 72, thru, 75 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 present make, establish, confirm and hereby impress upon Sky Mountain an addition to King County, Washington, according to plat thereof recorded in Volume 122 of Plats, pages 72 through 75 records of King County, Washington Which property is all located in King County, Washington, the following protective covenants to run with said land, and does hereby bind said parties and all of their future grantees, assignees and successors to said covenants for the terms hereinafter stated and as follows:

The area covered by these covenants is the entire area described above.

1. Residential Sites & Lots. As used herein, a lot shall be a lot as shown on the plat of Sky Mountain Division 1 & 2 as described above. No portion of any lot in the subdivision shall be owned, used or occupied except as a part of a single residential site. A residential site shall consist of (a) one or more full lots; (b) one or more full lots and portions of a contiguous lot or lots, or (c) contiguous parts of lots which shall form one plot of land for use as a site for a residence, provided that each residential site shall extend from the fronting street to the existing rear property line of the component lots and shall have front and rear dimensions neither of which are less than those of the smallest component lot shown on the plat of the subdivision as of the date of this Declaration. A component lot shall be deemed to be a lot any portion of which is included in a residential site.

2. Occupancy and Use. No residential site in the subdivision shall be used or occupied by anyone other than the owner, purchaser or lessee thereof and his immediate family and the bona fide domestic servants of such owner, purchaser or lessee domiciled upon the premises where they are employed; nor shall any residential site be used or occupied for any purpose other than as a single family residence.

3. Building Plans. For the purpose of further insuring the development of the subdivision as a residential area of high standard, Sky Mountain Partnership, hereinafter referred to S.M.P., reserves the right to control the buildings and structures placed on each residential site. The owner or occupant of each residential site by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, fence, hot tubs, decks, swimming pool or other structure shall be placed upon such site unless and until the plans and specifications therefore and the plot plan have been submitted to and approved in writing by the Architectural Control Committee hereinafter referred to as A.C.C. Each plan shall be submitted and shall show the following: residential site dimensions, location of all structures to be or already constructed on the residential site; elevations of basement and other floors in relation to the top of curb elevations; the elevation of all ridge lines in relation to the top of curb elevations and the top of existing grade elevations; sewer and other utility connections. Each such building, wall, fence, swimming pool or other structure shall be placed on a residential site only in accordance with the plans and specifications and plot plan so approved. Disapproval of plans and specifications may be based upon any grounds, including purely esthetic grounds, which in the sole discretion of A.C.C. shall be sufficient. No alteration of the exterior appearance, including color of any building or structures shall be made without prior approval from the A.C.C. All buildings and other structures, except swimming pools and fences, must be designed by a registered architect, a professional building designer, or by another qualified person or firm who is approved in writing by the A.C.C. If the A.C.C. fails to approve or disapprove the plans within thirty (30) days after written request thereof, then such approval shall not be required; provided, however, that irrespective of such approval or lack of it, no building, wall, fence, swimming pool or other structure shall be erected or be allowed to remain on any residential site which violates any of the covenants and restrictions contained in this Declaration.

S.M.P. will from time to time appoint and remove members of the A.C.C. The initial members shall be Ed Olsen, George Davis, and Jack Roberts. The written approval of any one of the members of the A.C.C. shall constitute the approval of said committee. A change in membership shall be affected by instrument in writing filed with the King County Auditor's office of the State of Washington. Neither the members of the committee nor its designated representatives shall be entitled to any compensation for services performed, pursuant to the covenant. However, if the A.C.C. should deem it necessary to contract an outside consultant for the purpose of plan review, then a charge of \$100.00 shall be assessed at time of plan submittal.

4. Homeowners' Association. At such time as S.M.P. deems appropriate, in its sole discretion, but no later than the time when ninety-eight percent (98%) of the residential sites have been sold and the sales closed in all phases of the proposed 175 lot development. S.M.P. shall have the right to transfer and assign its right, duties and discretion hereunder to a non-profit corporation organized by S.M.P. under the provisions of Chapter 24.03 of the Revised Code of Washington which will have members who are the owner/occupants of residential

sites in the subdivision. The non-profit corporation so organized and constituted shall succeed to all powers and provisions reserved, granted and established on behalf of S.M.P. by this Declaration and shall act in the place of S.M.P. with respect thereto.

5. Single-Family Residences Exclusively. All buildings allowed or erected on any residential site in the Subdivision shall be for single-family residences exclusively, all for the use and occupancy of one immediate family and attendant bona fide domestic servants only, except that one other detached auxiliary building may be erected on each residential site occupied by a single-family dwelling house. All garages, carports, storage areas, tool cabins, garden houses, etc., (other than one auxiliary building) must be constructed in such a manner so as to constitute the appearance of one continuous, connected, contiguous and architecturally compatible single structure. Any auxiliary building must be so designed and constructed as to be architecturally compatible in appearance and quality of construction with the main building. Each single-family dwelling house shall have a fully enclosed finished living area which occupies not less than 1,800 square feet; provided that in computing such minimum area none of the area of any garage or carport shall be included. No auxiliary building shall coverage in excess of 750 square feet.

All construction of properly authorized Improvements on any residential site which shall have been commenced shall be diligently pursued to completion in a manner and at a rate reasonably consistent with building standards prevailing in the subdivision with respect to high quality construction of a similar type, and in no event shall the period of construction of any improvement exceed nine (9) months from the date of commencement of foundation construction to completion as to external appearance, including finished painting and installation of the approved front yard landscaping in accordance with the plan provided for in paragraph three (3) above.

No structure or vehicle other than a completed permanent dwelling house as contemplated by these restrictions and limitations shall be used on any residential site at any time as a residence either permanently or temporarily, except that a completed permanent auxiliary building containing living quarters may be used as auxiliary living quarters. No auxiliary building shall be deemed completed as long as the dwelling house is incomplete.

6. Setback Line. The rear yard setback line shall be a minimum of five (5) feet. The side yard setback line shall be a minimum of five (5) feet with the exception of corner sites as outlined below. The front yard setback will be twenty-five feet (25) on all residential sites. Corner residential sites with frontage on two or more streets shall be required to observe the twenty-five (25) foot building setback on that side of the site on which the front of the dwelling house is constructed. The A.C.C. shall have the ability to waive the above set backs if they consider it in the best interest of the project to do so.

The minimum side yard setback on corner residential sites with frontage on two or more street shall be 10 feet.

The maximum ridge heights of certain residential sites are further restricted as follows:

SKY MOUNTAIN DIV. #1 RIDGE HEIGHTS

- LOT 19: The maximum ridge height measured at the common curb corner of Lots 19 and 20 shall be as follows:
- 15'0" above top of curb between 20'-80' back from front property line
 - 14'0" above top of curb between 80'-100' back from front property line
 - 13'0" above top of curb between 100'-120' back from front property line
 - 12'0" above top of curb between 120'-140' back from front property line
- LOT 20: The maximum ridge height measured at the common curb-Corner of Lots 19 and 20 shall be as follows:
- 15'0" above top of curb between 20'-70' back from front property line
 - 14'0" above top of curb between 70'-90' back from front property line
 - 13'0" above top of curb between 90'-110' back from front property line
 - 12'0" above top of curb between 110'-130' back from front property line
- LOT 21: The maximum ridge height measured at the common curb corner of Lots 20 and 21 shall be as follows:
- 15'0" above top of curb between 20'-70' back from front property line
 - 14'04" above top of curb between 70'-90' back from front property line
 - 13'0" above too of curb between 90'-110' back from front property line
 - 12'0" above top of curb between 110'-130' back from front property line
- LOT 22: The maximum ridge height measured at the common curb corner of Lots 21 and 22 shall be as follows:
- 20'0" above top of curb between 20'-50' back from front property line
 - 19'0" above top of curb between 50'-70' back from front property line
 - 18'0" above top of curb between 70'-90' back from front property line
 - 17'0" above top of curb between 90'-110' back from front property line
 - 16'0" above top of curb between 110'-130' back from front property line
- LOT 23: The maximum ridge height measured at the common curb corner of Lots 22 and 23 shall be as follows:
- 20'0" above top of curb between 20'-50' back from front property line
 - 19'0" above top of curb between 50'-70' back from front property line
 - 18'0" above top of curb between 70'-90' back from front property line
 - 17'0" above top of curb between 90'-110' back from front property line
 - 16'0" above top of curb between 110'-130' back from front property line

- LOT 24: The maximum ridge height measured at the common curb corner of Lots 23 and 24 shall be as follows:
- 20'0" above top of curb between 20'-50' back from front property line
 - 19'0" above top of curb between 50'-70' back from front property line
 - 18'0" above top of curb between 70'-90' back from front property line
 - 17'0" above top of curb between 90'-110' back from front property line
 - 16'0" above top of curb between 110'-130' back from front property line
- LOT 25: The maximum ridge height measured at the common curb corner of Lots 24 and 25 shall be as follows:
- 20'0" above top of curb between 20'-50' back from front property line
 - 19'0" above top of curb between 50'-70' back from front property line
 - 18'0" above top of curb between 70'-90' back from front property line
 - 17'0" above top of curb between 90'-110' back from front property line
 - 16'0" above top of curb between 110'-130' back from front property line
- LOT 26: The maximum ridge height measured at the common curb corner of Lots 25 and 26 shall be as follows:
- 20'0" above top of curb between 20'-50' back from front property line
 - 19'0" above top of curb between 50'-70' back from front property line
 - 18'0" above top of curb between 70'-90' back from front property line
 - 17'0" above top of curb between 90'-110' back from front property line
 - 16'0" above top of curb between 110'-130' back from front property line
- The maximum ridge height measured at the common curb corner of lots 26 and 27 shall be as follows:
- LOT 27: 20'0" above top of curb between 20'-50' back from front property line
19'0" above top of curb between 50'-70' back from front property line
18'0" above top of curb between 70'-90' back from front property line
17'0" above top of curb between 90'-110' back from front property line
16'0" above top of curb between 110'-130' back from front property line
- LOT 28: The maximum ridge height measured at the common curb corner of Lots 28 and 29 shall be 30'0".
- LOT 29: The maximum ridge height measured at the common curb corner of Lots 29 and 30 shall be 30'0".
- LOT 30: The maximum ridge height measured at the common curb corner of Lots 30 and 31 shall be 30'0".
- LOT 31: The maximum ridge height measured at the common curb corner of Lots 30 and 31 shall be 30'0".
- LOT 36: The maximum ridge height measured at the common curb corner of Lots 35 and 36 shall be 15'0".
- LOT 38: The maximum ridge height measured at the common curb corner of Lots 38 and 39 shall be 24'0".

- LOT 39: The maximum ridge height measured at the common curb corner of Lots 38 and 39 shall be 24'0"
- LOT 40: The maximum ridge height measured at the common curb corner of Lots 39 and 40 shall be 17'0".
- LOT 41: The maximum ridge height measured at the common curb corner of Lots 41 and 42 shall be 15'0".
- LOT 42: The maximum ridge height measured at the common curb corner of Lots 41 and 42 shall be 15'0".
- LOT 43: The maximum ridge height measured at the common curb corner of Lots 42 and 43 shall be 15'0".
- LOT 44: The maximum ridge height measured at the common curb corner of Lots 44 and 45 shall be 15'0".
- LOT 45: The maximum ridge height measured at the common curb-corner of Lots 44 and 45 shall be 15'0".
- LOT 49: The maximum ridge height measured at the common curb corner of Lots 49 and 50 shall be 30'0".
- LOT 50: The maximum ridge height measured at the common curb corner of Lots 50 and 51 shall be 30'0".
- LOT 51: The maximum ridge height measured at the common curb corner of Lots 51 and 52 shall be 30'0".
- LOT 52: The maximum ridge height measured at the common curb corner of Lots 52 and 53 shall be 26'0".

The Architectural Control Committee may alter these ridge heights if, in their opinion, such alteration does not adversely affect the architectural harmony of the plat. Such restrictions are not based upon view impairment or preservation, but are grounded upon consideration of aesthetic architectural harmony.

Unless otherwise approved in writing by A.C.C., no fence, wall, hedge, or mass planting, other than low ground plantings, shall be permitted to extend nearer to any street than the minimum setback line, except that nothing shall prevent the erection of a necessary retaining wall, provided, however, that no fence, wall, hedge, or mass planting shall at any time, where permitted, extend higher than six (6) feet above surface grade. It is further provided that no such construction or plantings shall interfere with the exposure or view or enjoyment of adjoining or facing properties. Whether or not construction or plantings will interfere with the exposure or view or enjoyment of adjoining or facing properties shall be determined by A.C.C. in its sole discretion.

Fences shall be well constructed of suitable fencing materials and shall be artistic in design and shall not detract from the appearance of the dwelling house located on the adjacent lots or building sites or in the opinion of the A.C.C. be offensive to the owners or occupants thereof and shall be approved by the A.C.C., prior to construction.

7. Aerials. No exterior television or radio receiving or transmitting antenna, disks, or aerials of any type shall be erected or placed on any residential site.

8. Surface Grade. The surface grade or elevation of the various residential sites in the subdivision as physically established by S.M.P. in connection with the clearing of the land and preparation of the residential sites in the subdivision shall not be substantially altered or changed in any manner which would affect the relationship of a residential site with other residential sites adjoining or which would result in obstructing the view from any other residential site in the subdivision or which would otherwise produce an effect out of harmony with the general development of the immediate area in which such residential site is located.

Whether or not any such alteration or change in the elevation or grade of any residential site would produce the effect above prohibited shall be determined by A.C.C. in its sole discretion.

9. Landscaping and Maintenance of Plants and Lawns. The owner or occupant of each residential site shall maintain their hedges, plants, shrubs, trees and lawns in a neat and trim condition at all times. The owner or occupant of each residential site by acceptance of title thereto or by taking possession thereof, covenants and agrees to submit a letter of landscape intent and an approximate budget for same to the A.C.C. at the time building plans are submitted as outlined in paragraph (3) above. For the purpose of this paragraph "Front Yard" is the minimum setback outlined in paragraph (6) above.

No shrubs, trees or bushes shall be planted and allowed to grow to a height which unduly restricts the exposure or view from adjoining properties. The Architectural Control Committee, at its discretion, after an investigation, may require any such offending shrub, tree or bush to be pruned, trimmed or removed.

11. Nuisances. Nothing shall be done or maintained on any residential site which may be or become an annoyance or nuisance to the neighborhood. No livestock, animals, poultry or fowl shall be kept on any residential site other than animals or birds of the type and species generally recognized as common household pets in the Greater Seattle area, such as dogs, cats, canaries and parakeets, and which are kept on the residential site solely as household pets, provided that they are not kept, bred, or maintained for any commercial purposes and are kept in accordance with any laws, ordinances, regulation or other restrictions of any governmental agency having jurisdiction. No such household pet which is or becomes an annoyance or nuisance to the neighborhood shall thereafter be kept on any residential site.

No trash, refuse pile, vehicles, underbrush, weeds, compost pile or other unsightly growth or object shall be allowed to grow, accumulate or remain on any residential site, including failure to maintain landscaping, so as to be a detriment to the subdivision or a fire hazard prior to, during, or after completion of construction of a permanent dwelling house. In the event any A.C.C. or its agents may enter upon the residential site and remove or abate the condition at

the expense of the owner, who on demand shall reimburse the A.C.C. for the cost thereof, and such entry and removal shall not be deemed a trespass.

The public streets fronting on any residential site or common areas shall not be used for the overnight parking of any type of vehicle except a private family automobile, non commercial truck or motorcycle. No boat, snowmobile, motorcycle, trailer, automobile, truck, recreational vehicle, or any other vehicle, or any part thereof, not in actual current use for the purpose intended, shall be stored or permitted to remain on any residential site unless stored in a garage or other fully screened space. No goods, equipment, vehicles (including, but not limited to busses, trucks, or trailers), or materials or supplies used in connection with any trade, service business shall be kept, stored or located upon any residential site.

No owner or contract purchaser or lessee of any residential lot shall permit any vehicle owned by him or by any member of his family or by any acquaintance, and which is in an extreme state of disrepair, to be abandoned or to remain parked upon any street within the existing property for a period in excess of forty-eight (48) hours. Should any such owner or contract purchaser or lessee fail to remove such vehicle within two (2) days following the date on which notice is mailed to him by the Developer or the A.C.C. may have such vehicle removed and charge the expense of removal to said owner or purchaser in accordance with the provisions of the immediately preceding paragraph. A vehicle shall be deemed to be in an extreme state of disrepair when in the opinion of the A.C.C. its presence offends the reasonable sensibilities of the occupants of the neighborhood.

12. Common Areas. All areas in Sky Mountain Division #1 and #2 which are not residential sites or streets are hereby designated "common areas" for the purposes of this Declaration. The owners of residential sites in the subdivision shall be financially responsible for the cost of maintaining the common areas in the manner determined by the A.C.C. such maintenance shall be provided by and through S.M.P. or its successor non-profit corporation. Maintenance of the common areas shall include, but is not limited to, removal of diseased or dangerous planting and trees and removing, topping, limbing and trimming of trees for the purpose of maintaining a view of the Cascade Mountains and Lake Sammamish which are rights reserved hereunder to the owners of residential sites, S.M.P. and its successors.

13. Signs and Permanent Subdivision Entrance Markers and Landscaping. No signs whatsoever, other than conventional signs of no more than two (2) square feet indicating the name of the occupant and address of the premises and one conventional sign of not more than five (5) square feet advertising the property for sale or rent shall be placed on any residential site in the subdivision where the sign is visible outside of such building site; except for signs used by S.M.P. or an S.M.P. approved builder, or their agents, to advertise the availability of the property for sale during the sales and construction period up to such time as one hundred percent (100%) of the residential sites have been sold and the sale closed in all phases of the proposed 175 lot development.

There shall be located on the northwest corner of Lot 1, Block 2, and on the southwest corner of Lot 1, Block 3, or Eastmont Home Tracts and on the southwest corner of Lot 94 and the northwest corner of Lot 1 of Sky Mountain a permanent easement for the placement and maintenance of permanent subdivision entrance markers and landscaping for the subdivision. In addition, in the median divider running the length of Southeast 46th Street there shall be entranceway landscaping installed and maintained. The owners of residential sites in the subdivision shall be financially responsible, on a prorata share basis (by number of lots) with the proposed 175 lot Vuemont Vista subdivision and the 15 lots that comprise Block 1 and 2 of Eastmont Home Tracts, for the cost of the care, maintenance, and preservation of the permanent subdivision entrance markers and landscaping in a manner consistent with the character and quality of the subdivision.

14. Assessments. S.M.P. hereby reserves to itself and to its successor the right to impose and collect reasonable annual assessments upon each residential site in the subdivision to provide necessary funds to pay for taxes and insurance, the cost of electricity required for street and entrance lighting and for the reasonable maintenance of such street and entrance lighting until such time as the operations of such lighting are taken over or otherwise assumed by King County or other municipal authority, for the care, maintenance and preservation of the common areas and the permanent subdivision entrance markers and landscaping, enforcement of these covenants and other acts of S.M.P. in accordance with these covenants. The proceeds of such assessments shall be used for the purposes herein provided and the proper costs of assessment and collection thereof, and no part thereof shall be used for initial installation of such facilities or for any other purpose. The assessments herein provided for shall be equally divided (by lots), assessed and collected against the various residential lots in the subdivision and without reference to the value of the respective lots. Portions of lots shall be assessed on a pro-rata square footage basis. Each such assessment shall be a lien upon the lot or site upon which the same is assessed superior to all other liens created or suffered by the grantee of such lot or site, his heirs, devisees, personal representatives or assigns, except as otherwise provided with respect to mortgages and deeds of trust, and the owner of such lot or site subject to these restrictions agrees that he shall be personally liable for the payment thereof. The proceeds of such assessments shall be collected and used only for the purposes herein provided.

Nothing herein contained shall impair or defeat the lien of any mortgage or deed of trust now or hereafter recorded covering a lot or lots together with improvements and additions thereon in the subdivisions but title to any property in this subdivision obtained through a sale and satisfaction of any mortgage or deed of trust shall be held subject to all of the provisions herein.

15. Duration of Restrictions. The conditions, covenants and restrictions contained herein shall constitute a servitude upon all building sites in the subdivision and shall run with the land and be binding upon all such grantees of building sites in the subdivision and all persons claiming by, through, or under

them. The acceptance of any conveyance of a residential site in the subdivision by any grantee shall constitute an agreement on the part of such grantee for himself, his heirs, devisees, personal representatives and assigns to all conditions, covenants and restrictions contained herein. These conditions, covenants and restrictions shall remain in full force and effect until January 1, 1992, at which time they shall automatically extend for successive periods of 10 years each unless by written agreement of the then owners of a majority of the residential sites in the subdivision filed prior to the commencement of such 10 year period, it is agreed to terminate or change them in whole or in part. This declaration may be amended at any time by written agreement of S.M.P. and the then owners of at least 75% of the building sites in the subdivision. Any such termination or change so agreed to shall become effective upon the recording of such agreement, duly signed and acknowledged by the necessary parties as above provided, in the office of the Recorder of King County, Washington.

16. Remedies for Violation. In the event of the violation or breach or attempted violation or breach of any of these conditions, covenants or restrictions, by any person or party claiming by, through or under S.M.P. or by the virtue of any judicial proceedings, S.M.P., its successors, the owner of any residential site in the subdivision, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent such violation breach.

17. Non-Waiver. The failure to enforce any condition, covenant or restriction contained herein, however long continued shall not be deemed a waiver of the right to do so thereafter, either as to the breach or violation involved or as to any similar breach or violation occurring prior to subsequent thereto, and no such failure shall bar or affect the enforcement of any such condition, covenant or restriction as to any such breach of violation thereof.

18. Invalidation. The invalidation by any court of any condition, covenant or restriction herein shall in no way affect any of the other provisions hereof and the same shall remain in full force and effect.

19. Construction and Sales Office. Construction offices in a temporary structure and residential sales offices of a temporary or permanent nature may be established and maintained on residential sites in the subdivision subject to S.M.P. sole discretion for the purpose of constructing and marketing residential lots and houses. Said offices shall be removed upon request by S.M.P., but no later than at such time as ninety-eight (98%) percent of the residential sites have been 'sold and the sales closed in all phases of the proposed 175 lot development.

An office to house security personnel for the subdivision may also be established and maintained until ninety-eight (98%) percent of the residential sites have been sold and the sales closed in all divisions of the proposed 175 lot development.

20. Litigation. In the event of litigation involving the enforcement or Interpretation of this Declaration, or any part thereof, the successful party, who shall be so determined by the Court, shall be entitled to recover from the other party

reasonable costs, expenses and attorneys fees which award shall be included in any judgment arising out of such litigation.

21 Assignment of S.M.P. Rights and Duties. S.M.P. may assign its rights and duties hereunder at anytime to any person or entity owning property which is subject to this declaration, by execution and filing of a specific assignment of such rights and duties in the records of King County. No such assignment shall relieve any property owner of the obligation to comply with this declaration.

SKY MOUNTAIN PARTNERSHIP