

Aqua Vista Division No. 1

1. Occupancy and Use. No lot or any part thereof in the subdivision shall be used or occupied by anyone other than the owner, purchaser or lessee thereof and his immediate family and bona fide domestic servants of such owner, purchaser or lessee domiciled upon the premises where they are employed; nor shall any such lot be used or occupied for any purpose other than as a single family residence. The conduct of carrying on of any manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever upon any such lot or any part thereof or in any building or other structure erected thereon shall constitute a breach of this restriction.

2. Residential Sites. 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 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 such residential site.

3. Building Plans. For the purpose of further insuring the development of the subdivision as a residential area of high standard, Minish Land Company reserves the right to control the buildings and structures placed on each residential site. The owner or occupant of each such site by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, fence, swimming pool, or other structure shall be placed on the premises unless and until the plans and specifications therefore and the plot plan have been approved in writing by Minish Land Company or its successor. Each such building, wall, fence, swimming pool or other structure shall be placed on the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans and specifications may be based upon any ground, including purely esthetic grounds, which in the sole and uncontrolled discretion of Minish Land Company or its successor shall seem sufficient. No alteration of the exterior appearance, except the color, of any building or structures shall be made without approval. All buildings and other structures, except swimming pools and fences, must be designed by an architect who is either registered to practice in the state of Washington or is approved in writing by Minish Land Company or its successor, or must be designed by another reasonable qualified person who is approved in writing by Minish Land Company.

Provided, However, that as soon as 30% of the lots in Aqua Vista have been sold by Minish Land Company, then Minish Land Company shall have the right to appoint a committee of no fewer than five of the owners of the lots of Aqua Vista and said committee shall succeed to all powers and provisions of this article and all other powers and provisions reserved, granted and established on behalf of Minish Land Company by this declaration of restrictions and shall sit in the place and stead of Minish Land Company with respect thereto. Said committee shall serve for a period of one year from the date of said appointment and thereafter the owners of the lots in Aqua Vista shall elect or appoint another committee to perform the duties set out in this article. The committee shall be of such a number and serve for such a period as the owners of said lots shall designate. In the event that for any reason the powers granted

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hereunder to such successor are terminated by court order or otherwise, then the same shall automatically revert in Minish Land Company.

Should Minish Land Company or its successor fail to approve or disapprove the plans and specifications submitted by the owner of a residential site within the subdivision within thirty (30) days after written request therefor, 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.

4. 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 other auxiliary building) must be attached to said dwelling house and be constructed so as to constitute one building only. Any auxiliary building must be so designed and constructed as to be compatible in appearance with the main building. Each single, family dwelling house shall have a fully enclosed living area which either (a) occupies not less than 1,800 square feet of ground coverage, or (b) has a floor area of not less than 2,600 square feet, provided however that in computing such minimum area only one half of the area of any attached garage or carport shall be included. No auxiliary building shall have a ground coverage in excess of 600 square feet. A single family dwelling house shall not exceed two (2) stories and no point of the structure can be more than twenty-five (25) feet above the original grade at the point of measurement, nor shall any auxiliary building or other authorized structure be more than 14 feet in height above the original grade.

All construction of properly authorized improvements on any residential site which shall have been commenced shall be diligently prosecuted to completion thereof in a manner and at a rate reasonably consistent with building standards prevailing in the Clyde Hill area 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 construction to completion as to external appearance including finished painting.

No structure or vehicle other than a completed permanent dwelling house as contemplated by these restrictions and limitations shall be used on any lot 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.

5. Setback Line. Setbacks, side lines, and construction of walls and fences shall be in accordance with the applicable provision of the ordinances of the Town of Clyde Hill.

Except as limited and restricted by the provisions of this paragraph and subject to the provisions of article 3 above, terraces, plantings (including trees) and swimming pools and similar low, unroofed and

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unscreened construction may be erected outside the setback lines, provided that no swimming pool shall be constructed within 10 feet of the side boundary of such residential site and, provided further, that no such construction or plantings (including trees) shall interfere with the exposure or view or reasonable privacy or enjoyment of adjoining or facing properties. Whether or not construction or plantings (including trees) of this type will interfere with the exposure or view or reasonable privacy or enjoyment of adjoining or facing properties shall be determined by Minish Land Company or its successor, in their sole and uncontrolled discretion.

6. Television Aerials, etc. No television or radio aerials shall be erected or placed on any residential site which is more than 6 feet in height above the highest point (exclusive of chimneys) on the building or structure upon which it is erected.

7. Surface Grade. The surface grade or elevation of the various lots and other residential sites in the subdivision physically established by Minish Land Company in connection with the clearing of the land and preparation of the building sites in the subdivision shall not be substantially altered or changed in any manner which would affect the relationship of such lot or other residential site with other lots or residential sites adjoining or which would result in materially obstructing the view from any other lot or 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 lot or other residential site is located.

Whether or not any such alteration or change in the elevation or grade of any lot or other residential site would produce the effect above prohibited shall be determined Minish Land Company, in its sole and uncontrolled discretion. Minish Land Company hereby reserves the right to designate such individual or individuals or other successor as it may in its sole and uncontrolled discretion elect to act for it, in the making of such determination in the same manner and to the same extent as provided with respect to the designation of said successor under article 3 above.

8. Underground Waterways and Lake. The small lake in the southwest corner of Division 1 is fed and supplied by a number of underground streams and waterways. None of the building sites and/or lots in Aqua Vista shall be altered or changed in any manner which would change, impede or otherwise affect the flow of any underground water without first obtaining the written consent and permission of Minish Land Company or its successor.

The owner, purchaser or lessee of a lot or building site which abuts said lake shall not build, float or extend any dock, pier float or other structure into, across or over said lake and shall not substantially alter or change the shoreline of said lake as originally established in connection with the development of the subdivision by Minish Land Company. No power boat shall be permitted on the lake and any boat which is not in actual current use on the lake shall be immediately removed from the lake.

9. Maintenance or Parkways. The owners of lots or other residential sites in said subdivision shall be responsible for the maintenance of the trees, parkways or space, if any, located between their lot lines and

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the surface portions of the streets upon which said lots or sites face. All such owners shall likewise maintain their hedges, plants, shrubs, trees and lawns in a neat and trim condition at all times.

10. Garbage Disposal and Clotheslines. The owners of the residential sites in said subdivision will provide sanitary disposal for all garbage and rubbish. Such disposal shall be handled so that no garbage can or other receptacle will be visible from any place outside the premises. No owner or occupant of any residential site shall place or permit clotheslines thereon which are visible from any place outside the premises.

11. Underground Wiring. No lines or wires for the transmission of current or for telephone use shall be constructed, placed or permitted to be placed upon any residential site outside the buildings thereon unless the same shall be underground or in conduit attached to the building.

12. Nuisances. Nothing shall be done or maintained on any lot or other 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 lot or other 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 said property solely as household pets, provided that no such household pet which is or becomes an annoyance or nuisance to the neighborhood shall thereafter be kept on any lot or residential site.

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 so as to be a detriment to the subdivision or become a fire hazard. In the event any such condition shall exist upon any lot, Minish Land Company or its successor, may enter upon said lot and remove the same at the expense of the owner who on demand shall reimburse Minish Land Company, or its successor, for the cost thereof, and such entry and removal shall not be deemed a trespass.

The parkways in front of lots shall not be used for the parking of private or commercial vehicles. No boat, boat trailer, automobile, truck or other vehicle, or any part thereof, not in actual current use for the purpose intended shall be stored or permitted to remain on any lot or residential site unless stored in a garage or other fully enclosed space.

13. Signs. No signs of any kind shall be placed on any lot or residential site in the subdivision where the same is visible without such premises except in accordance with such rules and regulations as may from time to time be adopted with reference thereto by Minish Land Company, or its successor. In the absence of such rules and regulations, no signs whatsoever other than conventional signs indicating name of the occupant and address of the premises and one conventional sign of not more than five square feet advertising the property for sale or rent, and signs used by a builder or developer to advertise the property during the construction and sale period, shall be placed on any lot or site.

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14. Assessments. Minish Land Company 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 the cost of electricity required for street, entrance and lake lighting and the water pumps installed in connection with and as an adjunct of the lake in the subdivision and for the reasonable maintenance of such street, entrance and lake lighting and water pumps until such time as the operation of such street lighting and/or other electrical requirements are taken over or otherwise assumed by the City of Clyde Hill or other municipal authority, and for the care, maintenance and preservation of the entrance and parkway on 92nd Avenue N.E. 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 pro-rated, assessed and collected against the various residential sites in the subdivision according to the area of such sites in relation to the entire area of the sites assessed, that is, on a square footage basis, and without reference to the value of the respective sites. Each such assessment shall be a lien upon the lot or plot upon which the same is assessed superior to all other liens created or suffered by the grantee of such lot or plot, 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 plot at the time the assessment is made by accepting such lot or building site subject to these restrictions agrees that he shall be personally liable for the payment thereof. The proceeds of such assessment 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 any lot or lots together with improvements and additions thereon in the subdivision, 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. Access to 92nd Avenue N. E. No lot abutting on 92nd Avenue Northeast except Lot 24 shall have direct vehicular access thereto.

16. Waiver of Restrictions and Limitations. Minish Land Company hereby reserves the right to enter into agreement with the grantee of any lot or lots (without the consent of the grantees of other lots or adjoining or adjacent property) to deviate from the conditions, restrictions, limitations and agreements contained in this Declaration in certain particulars in a specific case and for reasonable cause, and any such deviation, which shall be manifested in an agreement in writing, shall not constitute a waiver of any such condition, restriction, limitation or agreement as to any other lot or building site in the subdivision and the same shall remain fully enforceable as to all other lots located in the subdivision.

17. Duration of Restrictions. The foregoing covenants, restrictions, limitations, conditions and agreements shall constitute a servitude upon all lots in subdivision conveyed by Minish Land Company, its successors or assigns, to any grantee, and shall run with the land and be binding upon all such grantees and all persons claiming by, through or under them. The acceptance of any such conveyance by any such grantee shall constitute an agreement on the part of such grantee for himself, his heirs, devisees, personal representatives and assigns to all such covenants, restrictions, limitations, conditions and agreement. Said

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covenants, restrictions, limitations, conditions and agreements shall remain in full force and effect until January 1, 1985, at which time that shall automatically extend for successive periods of 10 years unless by written agreement of the then owners of a majority of the lots in the subdivision it is agreed to terminate or change them in whole or in part. 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 Auditor of King County, Washington.

18. Remedies for Violation. In the event of the violation or breach or attempted violation or breach of any of these covenants, restrictions, limitations, conditions or agreements by any person or concern claiming by, through or under Minish Land Company, or by the virtue of any judicial proceedings, Minish Land Company, its successor, the owner of any lot or 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 or breach. In addition to the foregoing right, Minish Land Company, or its successor, shall have the right, whenever there shall have been built on any lot in the subdivision any structure which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, who on demand, shall reimburse Minish Land Company, or its successor, for the cost thereof, and such entry and abatement or removal shall not be deemed a trespass.

19. Non-Waiver. The failure to enforce any right, reservation, covenant, restriction, or limitation, condition or agreement herein contained, 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 or subsequent thereto, and no such failure shall bar or affect the endorsement of any such right, reservation, covenant, restriction, limitation, condition or agreement as to any such breach or violation thereof.

20. Invalidation. The invalidation by any court of any reservation, covenant, restriction, limitation, condition or agreement herein contained shall in no wise affect any of the other provisions hereof and the same shall remain in full force and effect.

21. Successors and Assigns of Minish Land Co. Minish Land Company may assign any and all of its rights, powers, obligations, privileges and interests under this instrument to any other person or concern, and in any such case any such successor or assign of Minish Land Company may exercise and enjoy such rights, powers, privileges and interests and shall be responsible for such obligations to the same extent as Minish Land Company would have been had such assignment not been made.

Plat Restrictions. No Lot or a portion of a lot in this plat shall be divided and sold or resold or ownership changed or transferred whereby the ownership is less than the area shown on the face of this plat.

All lots in this plat are restricted to those uses enumerated in the Town of Clyde Hill Districting Ordinance for R-1 Residence Districts.