

## DECLARATION OF PROTECTIVE RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that Highland Development Co., 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 Sherwood Forest Division 2 as per plat recorded in Volume 55 of plats, page 69, 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 the provisions of these restrictive mutual easements of Sherwood Forest Addition, King County, Washington, it shall be lawful for any other person or persons owning any real property situated in Sherwood Forest Addition, 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. Invalidity 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 Sherwood Forest."

## GENERAL PROVISIONS

All of the lots in Sherwood Forest Addition 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 Sherwood Forest Addition 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 dwelling shall be permitted on any lot at a cost of less than

\$13,750 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.

Only one story and up-level dwellings shall be permitted but in no case shall any ridge or peak be more than 20 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 sheds and similar structures shall be placed nearer than 20 feet to or from the street line of the building side or 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 houses 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 20 feet to any side street line.

#### APPROVAL OF PLANS

All buildings to be erected in Sherwood Forest Addition shall be approved by the Highland Development Co.

As to all improvements, construction and alteration in Sherwood Forest Addition, 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 Highland Development Co. 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 affect the desirability or suitability of such proposed structure, improvements or alterations.

#### PROCEDURE

The Highland Development Co.'s approval or disapproval as required in these covenants shall be in writing. In the event the Highland Development Co. 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.

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 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 majority vote, agree to change said covenants in whole or in part.

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.

SEVERABILITY

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 23rd day of June, 1955

HIGHLAND DEVELOPMENT CO.

B. A. Van Etten Sr. President

W. Lennox Scott Secretary

STATE OF WASHINGTON  
County of King

On this 23rd day of June, 1955, personally appeared B. A. VanEtten, Sr. and W. Lennox Scott to me known to be the President and Secretary, respectively, of the corporation that executed the foregoing instrument, and acknowledged 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.

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

James S. Laird  
Notary Public in and for the State  
of Washington  
Residing at Seattle

