

Filed for Record at Request of  
and After Recording Return to:

First American Title  
1000-2nd AVENUE  
SEATTLE, WASHINGTON 98104

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Haggard, Tousley & Brain  
1530 Bank of California Center  
Seattle, WA 98164

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PROTECTIVE COVENANTS

OF

CANTERBURY WOODS

This Declaration of Protective Covenants (the  
"Declaration") is made this 22<sup>nd</sup> day of January, 1979, by  
Canterbury Associates, a Washington Limited Partnership.

WITNESSETH:

Declarant desires that the protective covenants  
herein set forth be established and impressed upon the real  
property known as Canterbury Woods, all upon the terms and  
conditions hereinafter set forth.

Section 1. For the purposes of this Declaration,  
the following terms shall have the following meanings:

1.1 "Committee" shall mean the Architectural  
Control Committee appointed pursuant to Section 4.

1.2 "Construction" shall mean any construction,  
reconstruction, erection, or alteration of an Improvement,  
except wholly interior alterations to a then-existing  
building.

1.3 "Covenants" shall mean the terms and condi-  
tions imposed on the Property pursuant to this Declaration.

1.4 "Declarant" shall mean Canterbury Associates,  
a Washington Limited Partnership.

1.5 "Improvement" shall mean any building, out-  
building, garage, carport, wall, fence, sign, and any other  
structure of any kind, and any landscaping, placed or to be  
placed on or about a Lot, including site work related thereto.

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1.6 "Lot" shall mean a lot in the Plat of the Property.

1.7 "Owner" shall mean the record holder of fee title to a lot or the record vendee under a real estate contract relating to a Lot, in the Property, and anyone occupying or using a Lot by, through or under such holder or vendee, and shall also include the Declarant so long as Declarant has ownership interest in one or more Lots.

1.8 "Property" shall mean Canterbury Woods, an addition to King County according to Plat recorded as Instrument No. 7810300877 in Volume 108 of Plats, pages 40, 41 and 42, records of King County, Washington.

Section 2. Declarant hereby declares that (i) the Property shall be held, transferred, sold, conveyed and occupied subject to all of the terms and conditions of this Declaration for a period of thirty (30) years from the date this Declaration is recorded, and (ii) this Declaration shall run with the land and bind each Lot within the Property as the servient tenement for the benefit of each and all of the other Lots in the Property as the dominant tenement. Notwithstanding the foregoing, however, the term of this Declaration shall automatically extend for successive periods of ten (10) years unless an instrument terminating this Declaration, executed and acknowledged by a majority of the then record Owners of the Lots in the Property, is recorded.

Section 3. Notwithstanding anything herein set forth, any Improvement and the Construction of any Improvement shall comply with the more restrictive of either (i) the terms and conditions of this Declaration, or (ii) the laws, codes, ordinances, and regulations of any governmental entity having jurisdiction.

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Section 4. The Initial Committee is composed of: William E. Schourup, Bonnie J. Schourup, Bradley A. Rice and John Garney. Subject to any specific requirements hereof, the Committee shall have authority to establish its operating rules and procedures. A majority of the Committee may designate one of its members as a representative to act for it. In the event of death or resignation of any member or members of the Committee, the remaining member or members shall have full authority to appoint a successor member or members. Members of the Committee shall not be entitled to any compensation for services performed pursuant to this Declaration. Upon the earlier of either (i) the recording in the County Records of a written instrument of resignation at any time after the date of sale by the Declarant herein of the last Lot owned by it in this Property, or (ii) a date three (3) years from the date of recording of this Declaration, then without further action by any person or persons, (i) the term of the initial Committee members or their successors shall end, and (ii) the initial Committee members and their successors shall be released from any and all liability whatsoever for claims arising out of or in connection with this Declaration and these Covenants, excepting only claims arising prior to the date the resignation becomes effective pursuant hereto. Thereafter the then Owners of a majority of the Lots in the Property (and for this purpose each Lot shall have one (1) vote) shall have the power, through a written instrument duly recorded in the office of the County Recorder, to appoint a new Committee and to restore to it any of the powers and duties of the initial Committee as set forth in this Declaration.

Section 5. Before commencing Construction of any Improvement on any Lot, the Owner shall submit to the Committee

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whatsoever, based upon engineering or structural integrity or sufficiency.

Section 7. No Lot shall be used except for single family residential purposes. No building shall be constructed on any Lot other than one detached single-family residence not to exceed three stories in height with a private garage for not more than three cars, subject in any event to the provisions of Section 3 of this Declaration.

Section 8. It is hereby declared that a material intent and purpose of these Covenants is to assure that all houses shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date the Declaration is recorded at the minimum cost stated herein for the minimum permitted house size. The ground floor area of the main house structure, exclusive of open porches and garages shall be not less than 1400 square feet for a one story house, and not less than 1000 square feet for a house of more than one story. No house shall be constructed on any lot having a cost (for design and construction, but exclusive of land and landscaping costs) of less than the Minimum Permitted Cost determined at the time of the Committee's approval of Plans pursuant to Sections 5 and 6 hereof. "Minimum Permitted Cost" shall mean \$50,000 during 1979. Commencing in 1980 and each calendar year thereafter (the "calendar year subject of adjustment"), Minimum Permitted Cost shall mean \$50,000 adjusted and increased or decreased (but not below \$50,000) in direct proportion to the change in the cost of living as reflected in the Housing Sub-Index of the Consumer Price Index for All Urban Consumers (1967 equals 100 base) for Seattle-Everett as published by the Bureau of Labor Statistics

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of the United States Department of Labor, herein referred to as the "CPI". The adjustment shall be calculated as follows:

\$50,000 shall be multiplied by the fraction the numerator of which is the CPI for September of the calendar year preceding the calendar year subject of adjustment and the denominator of which is the CPI for September, 1978, which is 219.5. The resulting figure shall be the Minimum Permitted Cost for any house, the Plans for which are approved by the Committee during the calendar year of adjustment.

In the event future publication of the CPI, as defined herein, is discontinued, then the Committee may adjust Minimum Permitted Cost based upon any official Consumer Price Index, whether so named or designated or not, issued by any authorized agency of the United States, which is acceptable to the Committee in its complete and absolute discretion.

Section 9. No part of any building shall be located on any Lot nearer than 40 feet from the front lot line, or nearer than 40 feet from any side street line. No part of any building shall be located nearer than 20 feet from an interior lot line or nearer than 40 feet from the rear lot line without the prior written approval of the Committee. For purposes of this Section 9, eaves, steps and open porches shall not be considered as a part of a building. All roofs shall be constructed of wood or tile unless a different material is specifically approved in writing by the Committee in its complete and absolute discretion.

Section 10. Easement and common areas for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat of the Property. Within these easement and common areas, no Improvement,

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planting or other material shall be placed or permitted to remain which may damage or interfere with the installation, operation or maintenance of the common areas or utilities, or which may change the direction of flow of drainage channels in the easement or common areas. The Owner of each Lot shall maintain any easement area on or about the Lot and all improvements in, on or about the easement area, except for those improvements for which a public entity or utility company is responsible.

Section 11. No noxious or offensive activity shall be carried on upon any Lot, trail, or right-of-way on or about the Property; nor shall anything be done thereon which may become an annoyance or nuisance to other Lot Owners.

Section 12. No Improvement of a temporary nature, trailer, mobile home, 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, except for a construction shack used by an Owner's construction contractor during the Construction period.

Section 13. Any Improvement constructed on any Lot in the Property shall be completed as to external appearance, including finish painting, within six (6) months from the commencement of construction except for Acts of God in which case a longer period may be permitted.

Section 14. No sign of any kind shall be visible from the exterior of any Improvement on a Lot except (i) one professional sign of not more than one square foot, (ii) one sign of not more than five square feet advertising the Lot for sale or rent, or (iii) signs used by a builder to advertise a Lot for sale during the Construction period.

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Section 15. No animal, livestock or poultry of any kind shall be raised, bred or kept on any Lot or in any Improvement thereon except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

Section 16. No Lot shall be used or maintained as a dumping ground for solid waste; no Owner shall keep solid waste on any Lot or any public right-of-way adjacent thereto 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.

Section 17. No individual water supply or sewage disposal system shall be permitted on any Lot unless the system is designed, located and constructed in accordance with the requirements of, and with the approval of, governmental entities having jurisdiction and in accordance with the requirements of the recorded Plat of the Property.

Section 18. No Lot shall be subdivided, but Lots may be joined. Joined Lots may subsequently be subdivided only into the Lots originally joined.

Section 19. No boats, trailers, motor homes, disabled vehicles or other similar vehicles shall be parked or stored on any Lot in a position whereby said vehicle shall be visible either from the street or from adjacent Lots.

Section 20. No fences shall be constructed on any Lot except as approved by the Committee. Only rustic wooden fences, in any event, will be permitted in the area from the front building line to the street.

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Section 21. No living, native evergreen plant shall be removed from the setback areas as listed in Section No. 9 of this Declaration, except for the minimum clearing necessary for the installation of required driveways, trails and utilities.

Section 22. The exterior of any houses on a Lot shall be constructed only by a duly licensed building contractor. Owners shall be permitted to complete interior finishing of any Improvement.

Section 23. Crushed rock (not gravel) surfacing will be required within the 20 foot apron for all driveways. The remainder of the driveway may be of crushed rock, exposed aggregate concrete or asphaltic surfacing. Culverts will be either concrete or corrugated metal. If metal culverts are used, headwalls both up and down stream will be installed.

Section 24. Every Owner shall be entitled to restraint by injunction of the violation, or attempted or threatened violation of any term or provision of this Declaration, or to a decree specifically enforcing any term or provision of this Declaration. In any action for damages or to enforce this Declaration the losing party shall pay the prevailing party's attorney's fees and costs including those incurred in connection with any appeal.

Section 25. The invalidity or unenforceability of any particular provision of this Declaration shall not affect the other provisions hereof, and the Declaration shall be construed in all respects as if such invalid or unenforceable provision were omitted.

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Section 26. Any reference herein to the singular includes the plural.

Section 27. This Declaration is intended as a complete and exclusive statement of the Covenants relating to the Property and supersedes all prior and concurrent Indentures and Declarations of Covenants that may have been made in connection with the Property.

IN WITNESS WHEREOF, the undersigned has affixed his signature.

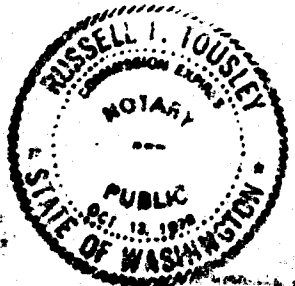
CANTERBURY ASSOCIATES,  
a Washington Limited Partnership  
  
SEATTLE REALTY, INC.,  
General Partner

*William E. Schourup*  
William E. Schourup  
President

STATE OF WASHINGTON )  
COUNTY OF KING ) ss.

On this 22<sup>nd</sup> day of January, 1979 before me personally appeared William E. Schourup, to me known to be the President of the corporation that executed the within and 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 was authorized to execute said instrument.

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



*Russell I. Toustey*  
Notary Public in and for the  
State of Washington, residing  
at Seattle

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