

MARINE HILLS RESERVATIONS, COVENANTS AND RESTRICTIONS

MARINE HILLS NO. 1 DEFINITIONS

All of the lots in said addition shall be designated as First Residence Dist – Area Dist “A” as set forth in the Zoning Code of the City of Seattle as amended to September 30, 1954, under Ordinance No. 45832 approved June 28, 1923. Additionally a building site shall consist of at least: one such residence lot or more as shown on said plat herein; a parcel composed of such residence 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 said 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.

MINIMUM AREA OF RESIDENCES

No building may be erected on any of the said building sites containing less than 1,250 square feet of floor area on one level, exclusive of garages, garden houses and other appurtenances above mentioned and designed to be a basementless house. No building having a daylight basement may contain less than 1,100 square feet on the main floor, exclusive of garages and other appurtenances above mentioned.

It is the intention and purposes of the covenants 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.

Only one story, daylight basement and tri-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 fences and similar structures, shall be placed nearer than twenty (20) feet to or from the street line of the building site on 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.

ARCHITECTURAL CONTROL

All plans for buildings to be erected in said addition shall be approved by the Latimer Construction & Development Co. As to all improvements, construction and alterations in said addition, the said company or its successors shall have the right to refuse to approve the design, finishing or painting of any construction or alteration which is not suitable or desirable in said addition for any reason, aesthetic or otherwise, and in so passing upon such design, the Latimer Construction & Development Co. shall have the right to take into consideration, among other things, 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, the improvements or alterations. The said company or its successors assume no responsibility by virtue of approving any plan for the improvement, construction or alteration of any structure hereunder.

It shall be the desire and intent of the owners of said plat to prevent adjacent houses from being constructed alike or such that from exterior style, floor plan, etc., the plat will not acquire a “tract” appearance.

ARCHITECTURAL CONTROL COMMITTEE

Provided, however, that as soon as 50 of the lots in said addition have been sold by the present owners thereof, Latimer Construction & Development Co. shall have the right to appoint a committee of the owners of the said lots of said addition and the said committee shall succeed to all the powers and provisions herein and shall sit in the place and stead of Latimer Construction & Development Co. with respect thereto. This committee hereafter will be called

Architectural Control Committee or ACC. Said committee shall serve for a period of one year from the date of such appointment and thereupon the owners of the lots in said addition shall elect or appoint another committee to perform the duties set out herein. The committee shall be of such a number and serve for such a period as the owners of the said property shall designate.

The Latimer Construction & Development Co.'s approval or disapproval as required in these covenants shall be in writing. In the event the Latimer Construction & Development Co., or its designated representative, fails to approve or disapprove within thirty 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.

USE OF LAND

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.

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 or otherwise finished. All structures shall be completed as to external appearance, including finished painting, within six months from the date of commencement of construction, unless prevented by causes beyond the control of the owner and/or builder.

GENERAL RESTRICTIONS

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

No trash, ashes or other refuse may be thrown or dumped on any lot of said addition.

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 or do not become a nuisance.

Purchases of lots shall install at their cost asphalt or concrete driveways from the edge of the finished surface of county road to property line. No driveways or other means of ingress or egress shall be maintained from said property to Secondary State Highway No. 4 (Maltby Road), other than as provided on the plat of said addition.

No sign of any kind shall be displayed to the public view on any lot or building except one professional sign of not more than one square foot, one sign of not more than 5 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.

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.

There exists on Lot 3, Block 7 of said tract a well, pump and pump house with an adequate supply of water suitable or irrigation purposed only. It shall be the obligation of the purchaser of said lot, if he desires to use said well, to replace the existing structure or pump house with one suitable to the committee within one year of the date of his contract to purchase said lot or upon acquisition of fee title, whichever is sooner. If purchaser does not wish to make use of the well by above-mentioned dates, pump and pump house shall be removed from premises and existing well shall be capped or otherwise made safe at purchaser's expense, in a manner satisfactory to the said committee.

No individual sewage-disposal system shall be permitted on the 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.

A designated real estate company is hereby granted the right to construct and maintain a sales office upon a suitable site in said addition during the period of construction and sale of all the homes to be built in said tract.

Builders are permitted to erect temporary or portable sheds as tool houses and for other uses common to residence

construction and to maintain them until each structure is finished.

DURATION

These restrictive covenants shall run with the land and shall be binding upon all parties hereto and all persons claiming under them until January 1, 1976, 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.

RIGHT TO ENFORCE

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, or both.

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

DISCLAIMER:

These Covenants were typed from the originals in 2006. Every effort has been made to ensure accuracy. However you are urged to check against certified originals in case of any and all concerns. Certified copies can be obtained by contacting the King County Auditors office. 206-296-1570.