

# **MARINE HILLS RESERVATIONS, COVENANTS AND RESTRICTIONS**

## **MARINE HILLS NO. 17**

### **DEFINITIONS**

The word "lot" as used herein refers to the single pieces or parcels of land intended for building sites.

A corner lot is one which abuts on more than once street, and in the absence of any other designation shall be deemed to front on the street on which it has its larger dimensions; but Marine Hills Co., Inc. reserves the right, through its Architectural Control Committee, to designate the street on which any corner lot shall be deemed to front.

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. 45382, 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 the depth and frontage of the lots in the immediate vicinity in the same block.

The word "residence" as used herein with reference to building lines shall include galleries, porches, portecocheres, steps, projections, and every other permanent part of the improvements.

Only one single family residence shall be constructed or permitted on any lot.

### **USE OF LAND**

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 an 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.

The work of construction of all buildings 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.

### **DRIVEWAYS**

Purchasers of lots shall install, at their cost, asphalt or concrete driveways from the edge of the finished surface of the County road to connect with the paved surface of the floor of the carport or the garage.

### **UNPAVED STREET AREAS**

The areas between paved streets and property lines shall be landscaped and maintained, in a manner that shall be satisfactory to the ACC (Architectural Control Committee) by use of either ground covers or similar plantings or lawn.

### **ARCHITECTURAL CONTROL COMMITTEE**

As to all improvements, construction and alterations in this addition, ACC shall have the right to refuse to approve the design, finishing or painting of any construction or alterations which are not suitable or desirable in this addition for any reason, aesthetic or otherwise, and in so passing upon such design it shall have the right to take into consideration, among other things, the suitability of the proposed structure and the material of which it is to be built, the suitability to the site upon which it is proposed to erect the same, the harmony with other dwellings therein, and with the surroundings and effect on the outlook of the adjacent and neighboring property, and any and all other factors which, in their opinion, shall affect the desirability or suitability of the proposed structure, improvements or alterations. Neither MARINE HILLS COMPANY, INC. nor ACC assume any responsibility by virtue of approving any plan for the improvements, construction or alteration of any structure hereunder.

It shall be the intent 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 DESIGNATION**

At the inception of Marine Hills, the developers approved plans and acted as the Committee until and as provided in the original Restrictions the authority was passed on to the property owners in Marine Hills area. The Committee, consisting of property owners in MARINE HILLS, presently existing and known as the ACC shall serve in the same capacity for this plat. This Committee shall serve for a period of two (2) years from the date of appointment.

Property owners in the MARINE HILLS area will elect, by a majority vote, the members of said Committee to serve for two (2) years and until their successors have been elected. Vacancies existing between meetings or elections may be filled by a majority vote of the Committee members then serving. A representative from the MARINE HILLS COMPANY, INC. will serve as a permanent member of said Committee with the right of approval or rejection of any candidate running for a position on the Committee and/or the summary removal of any elected member who repeatedly demonstrates attitudes predicated upon personal bias rather than objectivity.

### **ARCHITECTURAL CONTROL PROCEDURE**

Approval or disapproval of plans shall be in writing. In the event of rejection of plans as submitted, the ACC shall, in writing, detail the exact basis upon which rejection was predicated and when possible include in said communication those recommendations which in fairness can help the submitter of said plans comply more readily with the intent of the ACC and the restrictions they are elected to enforce. In the event the ACC fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, or in the event if no suit to enjoin construction has been commenced prior to completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

### **MINIMUM AREA OF RESIDENCES**

No building may be erected on any of the said building sites unless it contains a minimum of 1800 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 1600 square feet on the main floor, exclusive of garages and other appurtenances above mentioned.

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 garages.

### **SHRUBS AND TREES**

No shrubs, trees or bushes shall be planted and allowed to grow to a height which unduly restricts the view from the adjoining property and 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.

### **FENCES**

Fences, if any, shall not exceed 36 inches in height on the street side and shall be subject to approval of the ACC as to height and style for each individual site.

### **LOCATION OF 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 ten (10) feet from the roof overhang to any side line. Garages shall be attached to the houses. No dwelling shall be located on any interior lot nearer than twenty-five (25) feet to the rear lot line. No building shall be located on any lot nearer than twenty (20) feet to the front (entry) line or nearer than twenty (20) feet to any side street line. The entry of the house determines the "front" as applied herein.

## **ROOFS**

Composition shingle roofs, as we know them are not acceptable. Shake roofs are preferred and shingle or built up roofs with rock or marble chips are acceptable. Composition roofs may be acceptable depending upon technological adaptations.

## **TYPE OF STRUCTURE**

All lots shall have one story, daylight basement or tri-level dwellings, but in no case shall any ridge or peak be more than the elevation as established by Marine Hills Co., Inc. Engineer and recorded and filed in their offices. Maximum roof elevations for any given lot will be provided in advance on consumation of sale of said lot.

## **STABILIZATION DRAIN**

Marine Hills Co., Inc. has provided both a stabilization drain five (5) feet deep on the street side, fifteen (15) feet in on Lots 18 through 24 with Tees provided five (5) feet into lot above. Also on the rim side of Lots 17 through 24, fifteen (15) feet from rim there has been provided another intercept drain set a minimum of eighteen (18) inches into the impermeable layer with Tees as above. This drain in all cases is to be used by said lot owners for the purpose of typing in roof drains or yard drains and preventing water from running over rim and eroding the bank.

## **NATIVE GROWTH PROTECTION EASEMENT**

“Native Growth Protection Easement” affecting Lots 6 through 12, Lot 14, Lots 17 through 24 was recorded under Auditor’s File No 7505270068 on May 247, 1975, records of King County, Washington.

## **JOINT USE & MAINTENANCE AGREEMENT FOR TRACT A – MARINE HILLS NO. 17**

Purchasers also to be aware of “Joint Use and Maintenance Agreement for Tract A, marine Hills No. 17” affecting Lots 16, 17, 18, 19, 20, 21, 22 and 25, to be recorded concurrently herewith.

## **GENERAL RESTRICTIONS**

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

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

Garbage, trash or ash cans or receptacles shall be screened from view or sunk in the ground.

Clothes lines shall be of clothes-tree variety or circular whirl variety.

All permanent utility systems shall be underground exclusively.

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.

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 five square feet advertising the property for sale or rent, or signs by a builder to advertise the property during the construction and sales period.

No individual sewage-disposal system shall be permitted on any lot.

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.

Lots purchased on which construction is not contemplated for an extended period i.e., more than one (1) year, then such lot must be maintained in an orderly manner as set forth above and includes control of growth of shrubs, trees and brush.

#### **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, 1995 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. Otherwise these covenants may be amended within one year from the date of record hereof by the grantors, subject to the approval of the district office of the Federal Housing Administration situated in King County, Washington.

#### **RIGHT TO ENFORCE**

Enforcement shall be by proceedings of law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

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

#### **Disclaimer:**

**These Covenants were typed from the originals in 2000. Every effort has been made to ensure accuracy. However, users 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.**