

MARINE HILLS RESERVATIONS, COVENANTS AND RESTRICTIONS

MARINE HILLS EAST NO. 19

This indenture and declaration of covenants running with the land, made this 3rd day of December, 1974, by Washington Services Inc.

Whereas said parties are the owners in fee of Marine Hills East, an addition to King County, Washington, as recorded in Volume 97 of plats, Pages 76-77, records of King County, Which Property is located in King County, Washington, and

Whereas it is the desire of said parties that said covenants be recorded and that said protective covenants by thereby impressed upon said land, now therefore

It is hereby made known that said parties do by these presents make, establish, confirm and hereby impress upon Marine Hills East, an addition to King County, Washington, according to plat thereof recorded in Volume 97 of Plats, pages 76-77, records of King County, Washington, which property is all located in King County, Washington the following protective covenants to run with said land, and do hereby bind said parties and all of their future grantees, assignees and successors to said covenants for the term hereinafter stated and as follows:

1. The area covered by these covenants is the entire area described above.
2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than three cars.
3. No dwelling shall be permitted on Lots 15 through 64 inclusive at a cost of less than \$45,000.00, nor less than \$60,000.00 of Lots 1 through 14, inclusive, and Lots 65 through 78, inclusive 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. The ground floor area of the main structure, exclusive of one story open porches and garages shall be not less than 160 square feet for a one story dwelling nor less than 1250 square feet for a dwelling of more than one story.
4. No building shall be located on any lot nearer to the front lot line or nearer to the side street than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 20 feet to the front lot line, nor nearer than 20 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
5. No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 9600 square feet.
6. 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.
7. The areas between paved streets and property lines shall be landscaped and maintained in a satisfactory manner by use of either ground covers or similar plantings or lawn
8. No shrubs, trees or bushes shall be planted and allowed to grow to a height which unduly restricts the view from adjoining property and the Committee at its discretion, after an investigation, may require any such offending shrub, tree or bush to be pruned, trimmed or removed.
9. Composition shingle roofs, as we know them, are not acceptable. Shake roofs are preferred and shingle or built up roofs or marble chips are acceptable. Composition roofs may be acceptable depending upon technological adaptations.
10. Lots purchased on which construction is not contemplated for an extended period, i.e. 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.

11. 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.
12. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
13. Any dwelling of structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finish painting, within nine (9) months from date of start of construction except for reasons beyond control in which case a longer period may be permitted.
14. 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 feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
15. 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.
16. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept 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.
17. No individual water supply system shall be permitted on any lot.
18. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
19. No individual sewage disposal system shall be permitted on any lot.
20. No fence, wall, hedge, or mass planting, other than foundation planting, shall be permitted to extend nearer to any street than the minimum setback line, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two feet above the finished grade at the back of said retaining wall, provided however, that no fence, wall, hedge, or mass planting shall at any time, where permitted, extend higher than five feet above ground.
21. The maintenance of the planter islands shall be the sole responsibility of those lots directly abutting said islands.
22. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure, and its ridge height, have been approved by the ACC as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Paragraphs 25 and 26.
23. The maximum ridge heights shall be as follows, with T.O.C referring to Top of Curb, and C.O.L. referring to Center of Lot:

Front Yard				
Lot #	Max. Ht.	Measured From	Measured At	Setback
1	28 ft.	T.O.C. facing	C.O.L.	-
2	21 ft.	T.O.C.	C.O.L.	-
3	13 ft.	T.O.C.	C.O.L.	-
4	15 ft.	T.O.C.	C.O.L.	-
5	No limit	-	-	25 ft.
6	No limit	-	-	-
7	No limit	-	-	-
8	No limit	-	-	-
9	24 ft.	T.O.C.	C.O.L.	25 ft.

10	21 ft.	T.O.C.	C.O.L.	30 ft.
11	22 ft.	T.O.C.	C.O.L.	-

Front Yard

Lot #	Max. Ht.	Measured from	Measured At	Setback
12	18 ft.	T.O.C.	C.O.L.	-
13	18 ft.	T.O.C.	C.O.L.	-
14	21 ft.	T.O.C. facing 8 th Pl. S.	C.O.L.	-
15	18 ft.	T.O.C. facing 9 th Pl. S.	C.O.L.	-
16	21 ft.	T.O.C.	C.O.L.	-
17	34 ft.	T.O.C.	C.O.L.	-
18	23 ft.	T.O.C.	C.O.L.	-
19	23 ft.	T.O.C.	C.O.L.	-
20	23 ft.	T.O.C.	C.O.L.	-
21	22 ft.	T.O.C. facing S 286 th St.	C.O.L.	-
22	24 ft.	T.O.C.	C.O.L.	-
23	12 ft.	T.O.C.	C.O.L.	20 ft.
24	13 ft.	T.O.C.	C.O.L.	20 ft.
25	13 ft.	T.O.C.	C.O.L.	20 ft.
26	13 ft.	T.O.C.	C.O.L.	20 ft.
27	15 ft.	T.O.C. facing S 286 th Pl.	C.O.L.	-
28	15 ft.	T.O.C.	C.O.L.	-
29	15 ft.	T.O.C.	C.O.L.	-
30	19 ft.	T.O.C.	C.O.L.	-
31	24 ft.	T.O.C.	C.O.L.	-
32	No limit	-	-	-
33	No limit	-	-	-
34	No limit	-	-	-
35	No limit	-	-	-
36	24 ft.	T.O.C.	C.O.L.	-
37	24 ft.	T.O.C.	C.O.L.	-
38	30 ft.	T.O.C. facing 11 th Ave. S.	C.O.L.	-
39	30 ft.	T.O.C. facing 11 th Ave. S.	C.O.L.	-
40	23 ft.	T.O.C.	C.O.L.	-
41	No limit	-	-	-
42	No limit	-	-	-
43	No limit	-	-	-
44	No limit	T.O.C.	C.O.L.	Hold to Standard Setback line facing 11 th Ave. S.
45	No limit	-	-	-
46	No limit	-	-	-

47	No limit	-	-	-
48	No limit	-	-	-

Front Yard

Lot #	Max. Ht.	Measured From	Measured at	Setback
49	14 ft.	T.O.C.	C.O.L.	-
50	14 ft.	T.O.C. facing S 287 th St.	C.O.L.	-
51	25 ft.	T.O.C. facing S 287 th St.	C.O.L.	-
52	29 ft.	T.O.C.	C.O.L.	-
53	No limit	-	-	-
54	No limit	-	-	-
55	No limit	-	-	-
56	24 ft.	T.O.C.	C.O.L.	-
57	24 ft.	T.O.C.	C.O.L.	-
58	15 ft.	T.O.C.	C.O.L.	-
59	15 ft.	T.O.C.	C.O.L.	-
60	24 ft.	T.O.C.	C.O.L.	20 ft.
61	24 ft.	T.O.C.	C.O.L.	25 ft.
62	24 ft.	T.O.C.	C.O.L.	25 ft.
63	24 ft.	T.O.C.	C.O.L.	25 ft.
64	24 ft.	T.O.C.	C.O.L.	25 ft.
65	24 ft.	T.O.C.	C.O.L.	30 ft.
66	24 ft.	T.O.C.	C.O.L.	-
67	13 ft.	T.O.C.	C.O.L.	-
68	22 ft.	T.O.C.	C.O.L.	-
69	21 ft.	T.O.C.	C.O.L.	Facing 11 th Ave. S.
70	12 ft. first 60 ft. unlimited remainder	T.O.C.	C.O.L.	60 ft. to 2 nd story
71	18 ft.	T.O.C.	C.O.L.	-
72	20 ft.	T.O.C.	C.O.L.	-
73	18 ft.	T.O.C.	C.O.L.	-
74	12 ft.	T.O.C.	C.O.L.	-
75	12 ft.	T.O.C.	C.O.L.	-
76	12 ft.	T.O.C.	C.O.L.	-
77	12 ft.	T.O.C.	C.O.L.	-
78	12 ft.	T.O.C.	C.O.L.	-
79	20 ft.	T.O.C.	C.O.L.	-

The Architectural Control Committee may alter these ridge heights if, in their opinion, such alteration does not adversely affect the view from any other lot in the plat.

24. All lots shall also be subject to restrictions recorded under Auditor's File No. 7410180401.

25. The Architectural Control Committee is composed of:

Mr. E. K. Knutson 1423 Fourth Ave., Seattle, Washington

B. Douglas Webb 10717 NE 196th, Bothell, Washington

Mr. Donald Jasper 1960 130th Ave. NE., Bellevue, Washington

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee, or to withdraw from the committee or to restore to it any of its powers and duties.

26. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, 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 full complied with.

27. These covenants are to run with the land and shall be binding on all parties under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then-owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

28. 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 damage.

29. Invalidation of any one of these covenants by judgement 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.