

# MARINE HILLS RESERVATIONS, COVENANTS AND RESTRICTIONS

## MARINE HILLS NO 21 (FORMERLY MARLBROOK #2) (Filed June 1, 1976)

### PROTECTIVE COVENANTS RUNNING WITH LAND

This indenture and declaration of covenants running with land. Made this 27<sup>th</sup> day of May, 1976 by Wick Homes, Inc. and Washington Federal Savings and Loan Assn.

#### WITNESSETH:

Whereas said parties are the owners in fee of Marlbrook Div. #2, an addition to King County, Washington as recorded in Volume 100 of plats pages 10 and 11, 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 be thereby impressed upon said land, now therefore

It is hereby made known that all parties do by their presence make, establish, confirm and hereby impress upon Marlbrook Div. 2, an addition to King County, Washington, recording to plat thereof recorded in Volume 100 of Plats pages 10 and 11, 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 their future grantees, assignees and successors to said covenants for the term hereinafter states and as follows;

1. The area covered by those covenants is the entire are 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 no to exceed two stories in height and a private garage for not more than three cars.
3. The ground floor area of the said structure, exclusive of one story open porches and garages, shall be not less than 1100 square feet for a one story swelling, nor less than 1000 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 or nearer than 20 feet too 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 20 feet to the rear lot line. For the purposes of the 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 60 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. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet and the side two and one-half feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere wit the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become and annoyance or nuisance to the neighborhood.
8. No structure of a temporary character, trailer, 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. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finish painting, nine (9) months from date of start of construction except for reasons beyond control, in which case a longer period may be permitted.
9. Any dwelling or 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.
10. 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.
11. 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.
12. 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 materials shall be kept in a clean and sanitary condition.
13. No individual water supply system shall be permitted on any lot.
14. 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.
15. No individual sewage disposal system shall be permitted on any lot.
16. 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.
17. 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 have been approved by the Architectural Control Committee 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 lots nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Paragraphs 19 and 20.
18. The maintenance of the planter island shall be the sole responsibility of those lots directly abutting said islands.

19. The Architectural Control Committee is composed of:

Herbert Chaffey	P. O. Box 825	Bellevue, WA 98009
Robert Ferguson	Same	Same
Nickolas Janssen	Same	Same

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.

20. 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 than 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 covenant shall be deemed to have been fully complied with.

21. These covenants are to run with the land and shall be binding on all parties and all persons claiming 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 the (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.

22. 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.

23. 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.

IN WITNESS WHEREOF the undersigned have affixed their signature.

WICK HOMES, INC.

WASHINGTON FEDERAL SAVINGS AND LOAN

BY: Nickolas Janssen  
Vice President

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Vice President

BY: Robert Ferguson  
Secretary/Treasurer

Grace Sprague  
Assistant Manager

**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.**