

Wilderness Rim Restrictive Covenants

This Indenture, Declaration of Covenants Running with the Land, and the Declaration of Restrictions is made this 23rd day of June, 1967, [for Division 1 and 3], and this 20th day of August, 1969, [for Division 2] by the undersigned who are owners in fee of the Plat of Wilderness Rim or otherwise have an interest therein.

WHEREAS, American Pacific Corporation, a Washington corporation, hereinafter referred to as the Corporation, are the Contract Purchasers of that certain tract of land designated as plat of Wilderness Rim, County of King, State of Washington, recorded in Volume 82 of plats at pages 48, 49, 50 [for Division 1 and 3] and Volume 84 of plats at pages 95, 96, 97, 98 [for Division 2] records of King County Auditor, State of Washington, and

WHEREAS, said Corporation has subdivided or intends to subdivide said protected area and to sell lots and building sites therein, subject to certain protective restrictions, conditions, limitations, reservations, and covenants, herein referred to as "protective restrictions," in order to insure the most beneficial development of said area mainly as a residential, recreational subdivision and to prevent any such use thereof as might tend to diminish the valuable or pleasurable enjoyment thereof,

NOW, THEREFORE, the undersigned hereby declares that said protective restrictions and covenants are hereby imposed, established and confirmed on said protective area, and recorded as protective covenants running with the land, which bind all parties and future parties in interest on said land, and are as follows, to wit:

1. [Restriction against business use] That the Grantee or Grantees, under any conveyance, shall not at any time conduct, or permit to be conducted, on said premises, any trade or business of any description, nor shall said premises be used for any other purpose whatsoever except for the purpose of a private dwelling residence.

Exterior construction of any building shall be completed within 90 days after commencement of construction.
2. [Lot area, width, set back lines] Lot area, width, and set back lines shall be in accordance with the requirements of the applicable King County Zoning and Land Use Regulations.
3. [Signs] No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five square feet advertising the property for sale or rent.
4. [Livestock, poultry and pets] No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.
5. [Nuisances] No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
6. [Fence restriction] No fence or hedge shall be erected or permitted to remain or allowed to grow to a height exceeding three (3) feet if it is nearer any street than twenty (20) foot set-back line and in all other cases no lot line fence shall be higher than six (6) feet.
7. [Temporary structures] 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. Provided however that a tent or trailer may be used for a period not exceeding 2 weeks as a temporary residence.

Wilderness Rim Restrictive Covenants (continued)

8. [Architectural Control] Approval of design and location of buildings. No building or improvement of any kind shall be erected, moved onto, or maintained on the premises herein described until the design and location thereof have first been submitted to, and approved in writing by, the Architectural Control Committee of the American Pacific Corporation, which shall consist of three or more members, and the decision of the majority of the committee is to be binding on the committee, or upon the sale of 300 lots by said Corporation, then by a committee elected by the members of the Wilderness Rim Maintenance Corporation which shall consist of three or more members, the decision of the majority of which committee shall be binding on the committee. In the event that such committee is not in existence, the design shall be in harmony with the other dwellings in the tract. In any case, no dwelling shall have a ground floor area less than 800 square feet in the case of a one-story structure, nor less than 600 square feet in the case of a one and one-half or two-story structure, exclusive of garages, porches and terraces not under the main roof.

This floor area requirement may be reduced by the architectural control committee when the proposed structure will not be material detrimental to the harmony and purposes of this section.

The Architectural Control Committee shall take into consideration the suitability of the proposed building or other structures, and the materials of which it is to be built, to the site upon which it is proposed to erect the said building or structure, the harmony hereof with the surroundings, and the effect of the building or other structure as planned on the outlook from adjacent or neighboring property, and the taking into consideration the retention and encouragement of the natural setting and ground cover.

9. [Term of restrictions] 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 25 years from the date these covenants are recorded, after which time the covenants shall automatically be extended for successive periods of 25 years unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change the covenants in whole or in part.

10. [Easements] Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the front five feet of each lot fronting a platted street. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easement. 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.

In the event the King County Board of Health requires a sanitary sewer system the grantee or grantees under any conveyance shall not protest the formation of a sanitary sewer district, system or improvement.

11. [Enforceability] Enforcement of these covenants shall be by proceeding in law or equity against any person or persons violating or attempting to violate any covenants.

12. [Severability] Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.