

COVENANTS OF UP LAKE TERRACE

DECLARATION

KNOW ALL MEN BY THESE PRESENT: That POPE & TALBOT, INC., as a corporation which has heretofore platted Uplake Terrace, situated in the County of King, in the State of Washington, does hereby certify and declare that the restrictions, limitations, and conditions hereinafter set forth have been and are hereby established with respect to all lots and tracts in said plat; and

That all restrictions, limitations, and conditions hereinafter set forth shall be observed by, and binding upon each buyer, his heirs, personal representatives, grantees and successors in interest, and the same shall represent all understandings with each sale made by POPE & TALBOT, INC., of Tracts in said Uplake Terrace.

(1) BUILDING RESTRICTIONS AND LIMITATIONS:

All lots or tracts in Uplake Terrace, except lot 1, block 1, shall be designated as "Residence lots" and shall be used for residential purposes only. No lot or lots shall be resubdivided into building lots having an area less than 12,000 square feet or a width of less than 65 feet. Lot 1, Block 1, may be used for the purpose of conducting a real estate office thereon or any other non-industrial business or commercial enterprise which is authorized by the appropriate municipal zoning laws. *(The first full paragraph of the Covenants of Uplake Terrace is amended in its entirety; see First Amendment to the Covenants.)*

No building shall be erected, placed, altered or maintained on any lot in Uplake Terrace until the building plans, specifications and plot plan, showing the location of such building, have been approved in writing by Pope & Talbot, Inc, or its nominee as to conformity and harmony of exterior design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation. Such approval or disapproval shall be made within (30) days from the date of submission of plans. In the event Pope & Talbot, Inc., or its nominee fails to approve or disapprove such design and location within (30) days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection or maintenance of such building or the making of such alterations has been commenced prior to the completion thereof but after such plans have been submitted to Pope & Talbot, Inc., such approval will not be required and this covenant will be deemed to have been fully complied with. *(The*

second full paragraph of the Covenants of Uplake Terrace is amended; see Second Amendment to the Covenants.)

No building, structure, trailer or tent of any kind shall be erected or maintained on any lot prior to the erection of the main dwelling house thereon except that a garage or other small building of permanent construction may be erected for the purpose of storing of tools and other articles prior to the erection of a permanent dwelling house, but such structure shall not be used as a domicile. The permission hereby granted to erect a permanent garage or other building prior to construction of the main dwelling house shall not be construed to permit the construction, erection or maintenance of any building of any nature whatsoever at any time without the approval required by the preceding sub-paragraph.

No building shall be erected or maintained on any lot when any part thereof shall be nearer than nearer than 20 feet from the front lot line or street line whichever shall be the lesser distance; and on corner lots no nearer than 10 feet from the side street line; nor nearer than 20 feet from the rear lot line; nor nearer than 5 feet from any side lot line. In the event that an area in excess of a lot is held in common ownership, the lot line for the purpose of this paragraph shall be the boundary lines of the property thus held in such common ownership.

No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, for single family occupancy only, the habitable main floor area of which, exclusive of garage, open entries, porches and patios, shall not be less than 1000 square feet except a private garage for not more than 3 cars, servants' quarters and other out-buildings incidental and necessary to residential uses of the premises. No such single family dwelling shall have more than one story above the ground which is not accessible from a ground entrance, nor shall any such single family dwelling be more than 35 feet in height measured from the highest point of said dwelling along a line perpendicular to the plane created by the extension of the highest point at which the natural contour of the ground comes in contact with such dwelling.

The work of construction or erection of all buildings and structures shall be prosecuted diligently and continuously from commencement of such construction or erection until such buildings and/or structures are completed and painted.

(2) NOXIOUS USE OF PROPERTY:

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

No fence or hedge shall be erected or permitted to remain or allowed to grow to a height exceeding 6 feet.

No goods, equipment, trucks, vehicles or paraphernalia used or designed for use in connection with any business, service or trade shall be kept or stored in the open on any lot in Uplake Terrace in quantities or in a manner which is unsightly or reasonably objectionable to the other owners of property in the vicinity.

(3) TREES:

The care and maintenance of trees and the liability for damage or injury there from, on tracts or lots in Uplake Terrace shall be the responsibility of the respective owner of each such tract or lot, provided, however, that in determining responsibility for such care and maintenance or liability for any damage or injury from trees, or other vegetation, the term "owners" herein shall for the purposes of this paragraph and as to tracts or lots which are the subject of contracts of purchase and sale, refer to the contract vendee or his assigns only, to the exclusion of the contract vendor thereof.

(4) ANIMALS:

No hogs, cattle, horses, sheep, goats or similar livestock shall be permitted or maintained on said property at any time. Birds, rabbits and other similar small livestock and cats and dogs as household pets, not exceeding a total of 25 in number, shall be permitted, but must be kept on the premises of the owner. Not more than one accessory building on anyone building site shall be permitted for use in the housing of such birds, rabbits and other similar small livestock and cats and dogs. Any such building shall be located not less than 65 feet from any place of human habitation other than the owner's.

(5) EASEMENTS:

Easements affecting all lots are reserved as shown on the recorded plan for the installation and maintenance of public utilities.

(6) TERMS OF RESTRICTIONS:

These covenants shall run with the land and shall be binding until September 1, 1978, at which time said covenants shall be automatically extended for successive periods of 10 years except that after September 1, 1978 these covenants may be changed in whole or in part upon the concurrence of the owners of 65 % (percent) of all lots in Uplake Terrace.

(7) VIOLATION:

If the parties hereto or any of them, their heirs or assigns, shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any other person or persons owning any real property situated in said Uplake Terrace or having a vendee's interest under a real estate contract to purchase any real property situated in said Uplake Terrace, to prosecute any proceedings at law or inequity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages arising from such violations.

(8) INVALIDATION:

Invalidation of any of these covenants by a judgment of any court of competent jurisdiction shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, said Pope & Talbot, Inc., a corporation, has executed the foregoing declaration, by its officers undersigned thereunto duly authorized, this 19th day of August, 1953.

POPE & TALBOT, INC.

(Corporate Seal)

By s/s E. W. Hunter
Its Vice President

ATTEST:

s/s Jos. L. Paiva
Its Secretary

STATE OF CALIFORNIA)
CITY AND COUNTY OF)
) SS
SAN FRANCISCO)

THIS IS TO CERTIFY, that on this 19th day of AUGUST 1953, before me, the undersigned, a notary public in and for the State of California, duly commissioned and sworn, personally appeared E. N. W. Hunter and Joseph L. Paiva, to me known to be the Vice President and Secretary, respectively, of POPE & TALBOT, INC., the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

s/s Roberta Gerke

(notary seal)

NOTARY PUBLIC in and for the
City and County of San Francisco
State of California

My commission expires the 8th
day of September, 1953

Recorded

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FIRST AMENDMENT
TO THE
COVENANTS OF UPLAKE TERRACE

The undersigned, being the owners of at least 65 percent of all lots in Uplake Terrace, a plat recorded in Volume 51 of Plats, page 89, in King County, Washington, hereby amend the covenants entitled "Uplake Terrace" recorded under King County Recording No. 4376862, as follows:

The first full paragraph of the covenants of Uplake Terrace is amended in its entirety to read as follows:

"All lots or tracts in Uplake Terrace, except Lot 1, Block 1 and Lot 2, Block 1, shall be designated as "Residence lots" and shall be used for residential purposes only. No lot or lots shall be resubdivided into building lots having an area of less than 12,000 square feet or a width of less than 65 feet. Lot 1, Block 1 and Lot 2, Block 1, may be used for the purpose of conducting an real estate office thereon or any other non-industrial business or commercial enterprise which is authorized by the appropriate municipal zoning laws; provided that, in connection with any non-residential use of Lot 1, Block 1 or Lot 2, Block 1, there shall be no vehicular access to 60th Avenue N. E., and the landscaping and Uplake Terrace sign along 60th Avenue N.E. shall not be disturbed or removed. "

Filed: King County Records
608936 8905311200
May 31, 1989

SECOND AMENDMENT
TO THE
COVENANTS OF UPLAKE TERRACE

The undersigned, being the owners of at least 65 percent of all lots in Uplake Terrace, a plat recorded in Volume 51 of Plats, page 89, in King County, Washington, hereby amend the covenants entitled "Uplake Terrace", recorded under King County Recording No. 4376862, as follows:

The second full paragraph of the covenants of Uplake Terrace is amended as follows:

No new construction, remodeling, alterations or attachments that have the potential of impacting existing views may be erected until the building plans, specifications and plat plan showing the design and location of said construction, remodeling, alterations or attachments have been approved in writing by the Uplake Neighborhood Association Architectural Committee (The Committee). The Committee shall consist of the Uplake Neighborhood President and two other persons elected as Committee members. (Elections shall be held at the regular annual spring meeting except that for the remainder of the time during the year of the adoption of this amendment they shall be appointed by the Association President). A majority vote of the Committee shall constitute a legal decision.

The Committee must rule or its nominee must rule as to the conformity and harmony of external design with existing structures in the subdivision and to location with respect to topography and finished ground elevation. In no case, however, may new structures be permitted to restrict existing views of Lake Washington, the Cascade Mountains, or any territorial view from any lot bound by these covenants.

Such approval, or disapproval shall be made within thirty days from the date of submission of plans. In the event the committee fails to approve or disapprove such design and location within thirty (30) days or after said plan specifications have been submitted to it, or in any event, if no suit to enjoin the erection, placement, alteration or maintenance of such building has been commenced prior to the completion thereof but after such plans have been submitted to the Committee, such approval will not be required and this covenant will be deemed to have been fully complied with. The property owner may appeal the Committee decision to the Board of the Uplake Neighborhood Association. A special meeting will be scheduled within 30 days of notice of appeal of the Committee decision. The property owner or his representative will have an opportunity to make a presentation to the Board. The Board may modify the decision of the committee by majority vote.

Neither the Architectural Committee nor any member thereof shall be liable to any owner occupant, builder or developer for any damages, loss, or injury suffered and claimed on account of any action or failure to act by the Committee or a member thereof, provided that member has, in accordance with the knowledge possessed by him/her acted in good faith.