

WHEN RECORDED RETURN TO:  
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Wood River Community Organization  
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09/23/2003 12:59  
KING COUNTY, WA

**Declaration of Protective Covenants for Wood River  
and  
Notice of Amendment**

WHEREAS, CONNER DEVELOPMENT COMPANY, a corporation (herein referred to as Declarant), was the owner of certain real property in King County, Washington, including the property platted as Wood River, according to the plat thereof recorded at Volume 166 of Plats, pages 38 to 42 under Recording No. 9310190776 in King County, Washington, and established a plan of private subdivision for all such properties. In order to provide for land use restrictions as part of such plan, Declarant declared and established restrictions, covenants and easements appurtenant, as recorded under Recording No. 9310280862 in King County, Washington (herein referred to as the Covenants).

WHEREAS, WOOD RIVER COMMUNITY ORGANIZATION, a Washington nonprofit corporation (herein referred to as the Community Organization), and its several members wish to amend the Covenants. Pursuant to Article H of the Covenants, the Community Organization did obtain the requisite consent on April 15th, 2003 and does hereby set forth the complete and full Declaration of Protective Covenants for Wood River as amended which replaces and supersedes the Covenants as recorded by the Declarant:

**ARTICLE A  
Definitions**

**Section 1. Definitions.** As used herein:

1. The word "Plat" shall refer to the plat of Wood River, and any plats or replats of all or any portion of Parcel "Z" of the plat of Wood River.
2. The word "Lot" shall refer to a lot as shown on any Plat as defined hereby but shall not include a parcel designated a "Tract" or "Parcel" on a Plat.
3. The word "Subdivision" shall refer to the real property included within any Plat as defined hereby.
4. The words "Community Organization" shall refer to the Wood River Community Organization, a Washington nonprofit corporation, formed for the purpose of enforcing these covenants and providing other things that may benefit its members.
5. The word "Committee" is defined as the Architectural Control Committee as provided in Article C.

**ARTICLE B  
Building and Land Use Restrictions**

**Section 1. Improvements.** No dwelling, residence, outbuilding, fence, wall, building, pool or other structure or other improvement shall be erected, altered, placed, or maintained on any Lot unless it shall comply with the following:

(a) Prior to placing any such structure or making such improvement on the Lot, the plans and specifications for the structure or improvement and a request for approval shall be submitted to and approved by the Committee as provided in Article C. When constructed or placed on the Lot, the structure or improvement shall substantially conform to the plans and specifications approved by the Committee.

(b) Prior to making any change or alteration to the external appearance of any improvement on a Lot, plans and specifications for the alteration and change shall be submitted to and approved by the Committee as provided in Article C. When made, the changes or alteration shall substantially conform to the plans and specifications as approved by the Committee.

(c) Once started, the work of constructing, altering, repairing, or reconstructing a structure or improvement on a Lot shall be diligently prosecuted until completion thereof and in any event the exterior of the structure shall be completed and finished within six months after the work first commences.

(d) All buildings and improvements on a Lot shall be of permanent construction, and no temporary structure, trailer, mobile home, tent, garage, outbuilding or other similar device shall be placed on any Lot, except with the permission of the Committee incident to and during the construction of the first improvement on the Lot.

(e) Lots shall be used solely for residential purposes and related facilities normally incidental to a residential community. No building shall be erected, altered, placed or permitted to remain on any Lot except for one (1) detached single family dwelling and permitted accessory building. No dwelling shall exceed two stories in height above the highest reasonable finish grade next to the dwelling.

(f) Accessory buildings which are appurtenant to the use of an existing permanent residential building shall be permitted on a Lot. Permitted accessory buildings shall include, without limitation, garages, greenhouses, playhouses, toolsheds, woodsheds, doghouses, and gazebos. No permitted accessory building shall be placed on a Lot unless the plans for the accessory building have been first approved as to the design and location on the Lot by the Committee. The Committee may refuse to approve a permitted accessory building if, in the exercise of the discretion of the Committee, the structure detracts from the general visual appearance to the neighborhood as seen from the streets. The location of a permitted accessory building other than garages shall be at a place which minimizes the visual impact and, as a general guideline, shall be in the side or rear yard behind the front of the house. The Committee shall not be bound by the guidelines, but may exercise its discretion in that respect.

(g) All structures and improvements shall comply with the provisions of the King County Code, as amended from time to time, relating to setback requirements; provided that nothing herein shall require removal of a building which was originally placed in conformity with such Code because of change in the Code.

(h) No fence or wall shall be permitted on a Lot if it is nearer to any street than 10 feet behind the face of the house as constructed on the Lot except that nothing shall prevent the erection of (i) a necessary retaining wall and (ii) decorative walls, fences, hedges and mass plantings which have been approved by the Committee as to appearance prior to installation. Additionally, fences shall not be permitted on the side lot lines of corner lots where those lot lines abut a street except where fences are screened by vegetation or are permitted by the Committee. At no time shall any fence, wall, hedge, or mass planting functioning as a hedge, where permitted, extend higher than six (6) feet above the ground. Lots encumbered by a Native Growth Protection Easement and/or a Native Growth Retention Easement may fence along, but not within, these protected areas except as specifically permitted by King County Department of Development and Environmental Services.

(i) No lines or wires for the transmission of electric current or of television, radio or telephone signals shall be constructed, placed or permitted to be placed outside of the buildings of a Lot, unless the lines and wires shall be underground or in a conduit attached to a building.

**Section 2. Animals.** No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot except that usual household pets such as dogs, cats and small birds may be kept, provided that they are not kept, bred or maintained for commercial purposes, and that they do not unreasonably interfere with the use and enjoyment of any part of the Subdivision.

**Section 3. Signs.** No sign of any kind shall be displayed to the public view on any Lot except entry signs identifying the neighborhood, one professional sign of not more than one square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, and signs used by the Declarant or builder of a residence on the Lot to advertise the property and identify the Declarant or builder during the construction and sales period of the residence.

**Section 4. Nuisances.** No lot shall be used or maintained as a dumping ground for rubbish; and trash, garbage, or other waste shall not be kept except for in sanitary containers or composting areas. Equipment for the storage or disposal of such material, including incinerators, shall be kept in a clean and sanitary condition and out of sight. Nothing shall be done on a lot which may become a nuisance to the neighborhood.

**Section 5. Businesses.** No trade, craft, business, profession, manufacturing, commercial enterprise or commercial activity of any kind which shall interfere with the quiet and peaceful use and enjoyment of any part of the Subdivision, the evidence of which, other than permitted professional sign, shall be visible from the Lot, or which shall increase traffic more than usual residential volumes in the Subdivision shall be conducted or carried on upon any Lot or within any building located within the Subdivision.

**Section 6. Storage.** No goods, materials, supplies or equipment, and boats, trucks, motorcycles, busses, motor homes, campers, or trailers shall be kept, stored, dismantled, or repaired in the street, driveway, or within view from the street in the Subdivision or in any part of the Subdivision outside of an approved fenced area or permitted structure.

**Section 7. Firearms and Related Activity.** No firearms, whether for hunting or target practice, shall be discharged in the Subdivision.

**Section 8. Auto/Pickup Parking.** Parking of up to two cars/pickups in driveway is permitted provided that said cars/pickups are drivable and are moved regularly (every 72 hours) unless approved by the Wood River Architectural Control Committee in writing. No vehicles of any kind are permitted to park in the street or gravel areas, except on a temporary basis (one day or less) unless approved by the Wood River Architectural Control Committee in writing. Parking limitations do not apply to temporary house guests who are there for short periods.

### **ARTICLE C** **Architectural Control**

**Section 1. The Committee.** The directors of the Community Organization shall comprise or shall designate the Committee herein referred to. The address of the Committee shall be the registered office of the Community Organization.

**Section 2. Submission of Plans.** All plans and specifications or information required to be submitted to the Committee for approvals shall be submitted by mail to the address of the Committee in duplicate, shall be in writing, shall contain a written request for approval and the name and address of the person submitting the same and the Lot involved, and shall set forth the following with respect to a proposed structure: The location of the structure upon the Lot, the elevation of the structure with reference to the existing and finished lot grade, the general design, the interior layout, the exterior finish materials and color including roof materials, the landscape plan, and such other information as may be required to determine whether such structure conforms with these restrictions.

**Section 3. Standards.** The Committee shall have the authority to determine and establish standards involving clearing and grading of Lots, and aesthetic considerations of harmony of construction and color which it determines to be in the best interest of providing for attractive development of the Subdivision, which authority shall include but not be limited to the clearing and grading of lots, the height, configuration, design and appearance of the dwelling and fences, walls, outbuildings, pools, and other structures and improvements appurtenant to the use of the dwelling. Such determinations may be amended and shall be binding on all persons.

**Section 4. Approval or Disapproval.** Within 30 days after the receipt of plans and specifications or information with a request for approval, the Committee shall by majority vote approve or disapprove the request. The Committee may disapprove any request which in its opinion does not conform to these restrictions or its aesthetic or other standards. Approval or disapproval of a request shall be made upon the one of the copies thereof and returned to the address shown on the request. In the event that no disapproval of a request is given within 30 days of submission in compliance herewith, the request shall be deemed approved.

**Section 5. Advisors.** The Committee may appoint advisors or advisory committees from time to time to advise on matters pertaining to the Subdivision. No person on the Committee or acting for it shall be responsible for any defect in any plan or specification submitted or approved nor for any defect in any plan or specification submitted or approved nor for any defect in any work done according to such plans and specifications.

**Section 6. Variations.** The Committee shall have the authority to approve plans and specifications which do not conform to these restrictions in order to overcome practical difficulties or prevent hardships in the application of these restrictions; provided that such variations so approved shall not be materially injurious to the improvements of other Lots and shall not constitute a waiver of the restrictions herein contained but shall be in furtherance of the purposes and intent of these restrictions.

#### **ARTICLE D Landscaping**

**Section 1. Initial Landscaping.** Prior to occupancy of any residential building on a Lot, the front yard of the Lot shall be landscaped and within one year after occupancy of the residential building on their Lot, the remainder of the Lot shall be landscaped; provided that if weather conditions or ground conditions due to weather are such that it is not reasonable to landscape the Lot within the time provided, the time for completion of the landscaping shall be extended for a period of 30 days after weather conditions and ground conditions due to weather are reasonable for landscaping. Any dispute over the time when weather or ground conditions due to weather are reasonable for landscaping may be determined by the Committee which determination shall be binding upon all interested parties.

**Section 2. Landscape Maintenance.** The owners of each Lot shall maintain the landscaping on the Lot in a neat and presentable condition at all times and shall not permit the Lot to become overgrown or allow weeds or other noxious plants to proliferate on the Lot. The obligation to maintain landscaping shall extend into the public right of way along each Lot which has been or is required to have been landscaped to the sidewalk or street curb in front of and along side of the Lot, as applicable.

**Section 3. Clearing of Trees.** Clearing of trees is restricted within 10 feet of side and rear lot lines except as approved by the Architectural Control Committee. Lots which are subject to a Native Growth Protection Easement and/or a Native Growth Retention Easement as shown on the face of the plat are further prohibited from clearing within those easements.

#### **ARTICLE E Easements and Open Space**

##### **Section 1. Easements.**

(a) **Construction and Utility Easements.** As shown on the Plat, easements for construction, repair, replacement, reconstruction, and the maintenance of utilities are established over, across, and under the 10 feet in width of the portion of each Lot abutting the street. No structure, planting or other material which may damage or interfere with the installation and maintenance of utilities shall be placed or permitted to remain within these easements. The portion of these easements on each Lot shall be maintained by the owner of the Lot, except for those improvements within the easements the maintenance for which a public authority or utility company is responsible.

(b) **Native Growth Protection Easements.** The Native Growth Protection Easements on the face of the plat are created for the purpose of preserving the natural vegetation for all purposes that benefit public health, safety and welfare including control of surface water and erosion maintenance of slope stability, visual and aural buffering, and all trees and vegetation must be left undisturbed within the easement. The vegetation within the easement may not be cut, pruned, covered by fill, removed or damaged without the express permission in writing from the King County Department of Development and Environmental Services or its successor agency. This easement applies to Tract B and along the easterly 30 feet of Lots 3-8, 10 and 11. Minimal pruning and maintenance, by or on behalf of the Community Organization, of the trail system within Tract B shall be allowed without such written permission. Artificial and supplemental nesting habitat, such as nest boxes, snags and additional native trees and shrubs, and their maintenance shall be permitted in the NGPE area.



(c) **Native Vegetation Retention Easement.** A Native Vegetation Retention Easement exists over the southernmost 30 feet of all lots adjacent to Southeast 140th Street (Lots 1-3, 31-36, and Parcel Z) and is provided for the enhancement and retention of native vegetation to visually buffer the development from Southeast 140th Street. Homeowners shall not disturb the vegetation within the easement area. The Community Organization shall have, jointly with King County, the right to enforce this requirement.

(d) **Entry Monument Easement.** An easement for the construction and maintenance of entry monuments exists over portions of Lots 1 and 36.

**Section 2. Open Space.** Declarant shall cause Tract B of the plat of Wood River to be quitclaimed and conveyed to the Community Organization. Tract B shall not be used for any other purpose than for open space and is encumbered by a Native Growth Protection Easement as delineated on the face of the plat.

**Section 3. Maintenance of Facilities.** The Community Organization shall be responsible for maintaining, repairing and replacing:

(a) Any pedestrian path and fencing constructed within the Native Vegetation Easement along S.E. 140th Street,

(b) The fencing, informational signs, and the pedestrian path located in Tract B,

(c) The fencing and pedestrian path located between lots 30 and 31,

(d) The plat entry monuments and landscaping,

(e) Mailbox stands,

(f) Cul-de-sac islands

## ARTICLE F

### Liens

**Section 1. Community Organization Membership.** There shall be one membership in the Community Organization for each Lot in the Subdivision subject hereto and no more. The fee title owner of a Lot, which Lot is not subject to a recorded contract for purchase and sale, or the holder of the vendee's interest under a recorded contract for purchase and sale of a Lot, shall hold a membership in the Community Organization. Such membership shall be appurtenant to and not severable from such fee ownership and vendee's interest and shall transfer with the transfer of the fee title or vendee's interest without further action on the part of the Community Organization or its several members. Membership shall stand in the name or names of the persons or parties who have such interests from time to time as they appear in the public record.

**Section 2. Lien.** In order to provide for the proper operation of the Community Organization, for the maintenance and improvement of any property which the Community Organization is obligated to maintain and for the administrative costs of the Community Association, each grantee and vendee of Lots, their heirs, successors and assigns shall and do, by the act of accepting a deed of a Lot and entering into a contract of sale of a Lot, as vendee, jointly and severally agree that they and each of them shall hold the membership in the Community Organization appurtenant to the Lot and shall pay to the Community Organization the dues and charges levied according to the Articles of Incorporation and Bylaws of the Community Organization against that membership. In the event that any such dues or charges remain unpaid to the Community Organization for a period of 60 days after the due date, then the Community Organization may place a written notice of public record in King County, Washington, that the Community Organization claims a lien against the Lot to which the membership is appurtenant for the amount of delinquent dues and charges together with interest at the rate of twelve percent per annum from the date due until paid and attorneys' fees, as herein provided. From and after recording such notice, and not prior to such recording, the Lot to which the membership is appurtenant shall be subject to a lien to the Community Organization as security for all unpaid dues and charges accrued until the lien arising because of the notice is released by the Community Organization. The lien herein granted to the Community Organization shall be subordinate to the lien of any bona fide mortgage or deed of trust given for value recorded prior to the recording of the notice of claim of lien. A release of a lien shall only release the lien arising because of the notice but not rights under this Article to file a subsequent notice of claim of lien for subsequent delinquencies after a notice is released. Such lien may be foreclosed in the manner of a mortgage of real property and in such foreclosure action, the Community Organization shall recover a reasonable sum as attorneys' fees therein and the reasonable and necessary costs of searching and abstracting the public record. Notwithstanding any provisions hereof appearing to the contrary, the sale or transfer of the title to a Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall

extinguish the lien created hereby for any unpaid dues and charges which become due prior to such sale or transfer; provided that no sale or transfer shall relieve such Lot from a lien for dues and charges thereafter becoming due and provided further that "mortgage" as used in this sentence means a mortgage, deed of trust or other security given for a debt which is guaranteed by the Veterans Administration as agencies of the United States government.

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**ARTICLE G**  
**Application and Enforcement**

**Section 1. Effect.** The covenants, restrictions, easements, rights, liens, and encumbrances herein provided for shall be covenants running with the land and shall be binding upon the Subdivision and any and all parts thereof, the parties in interest thereto and their heirs, assigns, personal representatives and successors in interest. Accepting an interest in and to any portion of the Subdivision shall constitute an agreement by any person, firm or corporation accepting such interest, that they and each of them shall be bound by and subject to the provisions hereof.

**Section 2. Severability.** In the event that any provision hereof shall be declared to be invalid by any court of competent jurisdiction, no other provision shall be affected thereby and the remaining provisions shall remain in full force and effect. No waiver of the breach of any provision hereof shall constitute a waiver of a subsequent breach of any provision hereof shall constitute a waiver of a subsequent breach of the same provision or of any other provision. No right of action shall accrue for or on the account of the failure of any person to exercise any right hereunder nor for imposing any provision, condition, restriction or covenant which may be unenforceable.

**Section 3. Enforcement.** The parties in interest in and to any part of the Subdivision and the Community Organization, for the benefit of the owners of the Subdivision, and each of them shall have the right and authority to enforce the provisions hereof and in addition to any other remedy for damages or otherwise, shall have the right to injunctive relief. The prevailing party in any action to enforce any provision hereof shall recover a reasonable sum as attorneys' fees together with the reasonable costs of searching and abstracting the public record which sums shall be paid by the unsuccessful party.

**ARTICLE H**  
**Amendment**

**Section 1. Amendment of Use Restrictions.** Articles B, C, and D of this instrument which relate to use of the Lots in the Subdivision may be amended and changed by the written consent of the owners of the fee title (in the case title is subject to a real estate contract, the vendees under the real estate contract shall be deemed to be owners of the fee title) of not less than 60% of all Lots in all of the Subdivisions which have been made subject to the provisions of this Declaration. For the purpose of amendment, consent to an amendment by a fee owner shall be binding upon the owner and any successors to the fee title for a period of six months after it is given for the purpose of calculating the percentage required for adoption of the consent. Consents required under this Section shall be delivered to the Community Organization which shall tabulate them. Its determination of the sufficiency of the consent shall be conclusive, and an amendment to Articles B, C and D shall be effective when a written Notice of Amendment signed and acknowledged by the president and secretary of the Community Organization is recorded in King County, Washington, stating that the requisite consent has been obtained and setting forth the amendment in its entirety.

EXECUTED this 19th day of September 2003.

WOOD RIVER COMMUNITY ORGANIZATION.

By



Benjamin F Reser, President

By



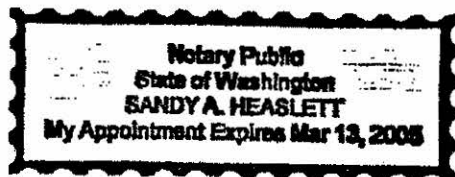
Kirk Fultz, Secretary

STATE OF WASHINGTON

COUNTY OF KING

I certify that I know or have satisfactory evidence that BENJAMIN F. RESER signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the President of WOOD RIVER COMMUNITY ORGANIZATION to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: 9/19/03, 2003.



Sandy A. Heaslett

Notary Public Sandy A. Heaslett

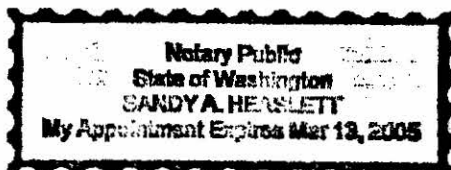
My appointment expires: 3/13/05

STATE OF WASHINGTON

COUNTY OF KING

I certify that I know or have satisfactory evidence that KIRK FULTZ signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the Secretary of WOOD RIVER COMMUNITY ORGANIZATION to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: 9/19/03, 2003.



Sandy A. Heaslett

Notary Public Sandy A. Heaslett

My appointment expires: 3/13/05