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KING COUNTY, WA

**Return Address:**

Schneider Homes, Inc.  
6510 South Center Blvd, Suite 1  
Tukwila, WA 98188

**WASHINGTON STATE COUNTY  
AUDITOR/RECORDER'S  
INDEXING FORM**

**Document Title(s):** Declaration of Protective Covenants for Woodbrook

**Grantor(s):**

1. Schneider Homes, Inc.
- 2.

**Grantee(s):**

1. Woodbrook Division No. 1
2. The Public

**Legal Description:**

1. Abbreviated form:  
STR 352204 TAXLOT 88 POR W 1/2 of SW 1/4 - BEG NW corner of SW 1/4 of  
SW 1/4 TH S ALG SEC LN 124 FT TH E 100 FT TH N 100 FT TH E 100 FT  
TH N 603.4 FT TH W 200 FT TO SEC LN TH S ALG SEC LN TO POB.
2. Additional legal description is on page 2 of document

**Assessor's Property Tax Parcel Account Number(s):**

154760-0130-08; 352204-9011-07; and 352204-9088-05.

**ORIGINAL**

## Declaration of Protective Covenants for Woodbrook

WHEREAS, Schneider Homes, Inc., a Washington corporation, (herein referred to as Declarant), is the owner of the property platted as Woodbrook Division No. 1 according to the plat thereof recorded at Volume 190 of Plats, pages 69 to 74, inclusive, in King County, Washington, and has the contract right to acquire other adjacent real property and desires to establish a plan of private subdivision for all of such properties. In order to provide for land use restrictions, protective covenants, and maintenance of sensitive areas and open spaces for such properties as a part of such plan, Declarant does hereby declare and establish the following restrictions, covenants, and easements appurtenant:

### ARTICLE A. Definitions.

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

(a) The word "Plat" shall refer to the plat of Woodbrook Division No. 1, described above, any future plat or plats of Tracts E, H and J of Woodbrook Division No. 1, and any other plat of real property; provided that the future or other plat is hereafter made subject to the provisions of this Declaration by written instrument signed by Declarant in accordance with Section 4, Article F.

(b) The word "Lot" or "Lots" shall refer to lots as shown on any Plat as defined hereby; a "Tract" shown on a Plat shall not be a Lot.

(c) The word "Subdivision" shall refer to the real property included within the Plats as defined hereby.

(d) The words "Community Organization" shall refer to the Woodbrook Homeowners' Association, a nonprofit corporation formed as the homeowners' association for the purpose of owning, maintaining and managing landscaping, open spaces and sensitive areas, enforcing these covenants and doing other things for the benefit of its memberships.

(e) The word "Committee" is defined in Section 1, Article C.

### ARTICLE B. Use Restrictions.

**Section 1. Improvements.** No Lot shall be used for any purpose other than for single family residential purposes. No dwelling, residence, outbuilding, fence, wall, building, pool or other structure or improvement shall be erected, altered, placed or maintained on any Lot unless it shall comply with these restrictions and the following:

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



(b) Prior to making any change or alteration to the external appearance of any existing 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 change or alteration to the existing improvement shall substantially conform to the plans and specifications as approved by the Committee.

(c) No work on any improvements shall be started on any Lot without first obtaining any and all necessary permits from the proper and applicable governmental agency or agencies. No structure may be placed or erected on a Lot except by a person or firm holding a valid contractor's license. No part of any building or structure shall be located closer to the boundaries of a Lot than the building setback lines, if any, shown on the face of a Plat. All structures and improvements shall conform to the setback requirements of the Department of Development and Environmental Services of King County, Washington, as the requirements are amended from time to time; provided that nothing herein shall require that, because of a change in the requirements, a building which was originally located in conformity with such requirements be removed.

(d) All buildings and improvements on a Lot shall be of permanent construction. No temporary structure, trailer, tent, garage, outbuilding or other similar device shall be placed on any Lot, except for not more than fifteen months with the permission of the Committee incident to and during the construction of a permanent improvement on the property. Garages, outbuildings and other such structures of permanent construction shall be permitted if the use thereof is appurtenant to an existing permanent residential structure conforming with the provisions of this Declaration.

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

(f) The residence on each Lot shall have at least 1,800 square feet of enclosed area devoted to living purposes. The exterior finish of the structures on a Lot shall be completed in materials acceptable in the construction industry for exterior finish. The general external appearance of a structure on a Lot shall be substantially comparable with the general appearance of surrounding existing structures.

(g) Each improved Lot shall be graded to present a reasonably harmonious transitional appearance from Lot to Lot and the front yard shall be landscaped. Landscaping shall be deemed an improvement, shall be completed within six months after the structures are completed and shall substantially conform to approved plans. Nothing herein shall preclude landscaping which utilizes natural vegetation, provided that noxious wild weeds and plants shall not be permitted on a Lot.

(h) No exterior microwave receivers (satellite dishes) larger than 18 inches in diameter, no aerials or antennas for television, radio or other purposes shall be permitted to be installed in the Subdivision unless the device is in an area where the visibility of the device will be minimized when viewed from other Lots or roads. No such device shall be installed on any lot without the prior written approval of the Committee.



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

**Section 2. Animals.** No animals shall be kept or permitted on the Subdivision except for household pets which are kept by the occupiers of a Lot and which do not unreasonably interfere with the use and enjoyment of any Lot. No commercial raising, breeding, training or dealing in animals shall be conducted or permitted on any Lot.

**Section 3. Signs.** No sign, billboard or other advertising structure or device shall be located, placed or maintained in the Subdivision, except that a sign not to exceed five square feet in area may be placed on a Lot to offer the property for sale or rent. The Committee may cause any sign placed in the Subdivision in violation of this provision to be removed and destroyed.

**Section 4. Maintenance.** Each Lot shall be maintained by the owner thereof in a neat, clean and sightly condition at all times and shall be kept free of accumulations of litter, junk, containers, equipment, building materials and other debris. No storage of goods, vehicles or equipment used for commercial purposes, or boats, trailers, trucks, campers or other recreational equipment shall be permitted in open view from any Lot. All refuse shall be kept in sanitary containers. A place shall be provided in each Lot where such sanitary containers shall be kept and be concealed from view of any Lot while on a Lot. Such containers shall regularly be emptied with the contents disposed of off the Subdivision. No grass cuttings, leaves, limbs, branches, and other debris from vegetation shall be dumped or allowed to accumulate on any part of the Subdivision, except that a regularly tended compost device on a Lot shall not be prohibited. Improvements on a Lot shall be maintained in good order and repair.

**Section 5. Nuisances.** No Lot shall be used in whole or part for storage of anything which will cause the Lot to appear in an unclean, disorderly or untidy condition. No noxious activity or thing shall be permitted on a Lot. Nothing shall be done or permitted on an Lot which may be or become a nuisance or unreasonably interfere with the use and enjoyment of any part of the Subdivision.

### ARTICLE C. Architectural Control.

**Section 1. The Committee.** The directors of the Community Organization shall comprise the Committee herein referred to. As long as Declarant remains owner of any Lot which has not been improved with a permanent residence, the Declarant shall have the right to appoint a representative on the Committee in addition to the directors of the Community Organization. If there is a Declarant's representative on the Committee, no meeting or decision of the Committee shall be valid unless the representative is present at a meeting of the Committee or the representative has waived the right to be present at the meeting of the Committee. The Declarant's representative shall have the power and authority to veto any decision of the Committee and the right to disapprove any plans and specifications submitted to the Committee. The determination of the Declarant's representative to veto or disapprove shall be binding on the Committee. The address of the Committee shall be the registered office of the Community Organization.

**Section 2. Submission of Plans.** All plans and specifications required to be submitted to the Committee shall be submitted in duplicate either by mail to the address of the Committee



or by personal delivery to the Secretary of the Community Organization. Submitted plans and specification shall be in writing, shall contain the name and address of the person submitting the same and the Lot involved, and shall set forth the following, as applicable, with respect to the proposed improvements:

- a. The location of the improvements upon the Lot;
- b. The elevation of the improvements with reference to the existing and finished lot grade;
- c. The general design of the improvements;
- d. The interior layout of the improvements;
- e. The exterior finish materials and color including roof materials;
- f. The details of landscaping plantings and structures; and
- g. Such other information as may be required by the Committee to determine whether such improvements conform with these restrictions.

Notwithstanding the provisions of Article B, the Declarant may make original improvements to any of the various Lots without submission of any plans and specifications to the Committee or obtaining its approval.

**Section 3. Standards.** The Committee shall have the authority to determine and establish standards involving aesthetic considerations of harmony of construction and color which it determines will best achieve an attractive development of the Subdivision. The Committee's authority shall include but not be limited to establishing the height, configuration, design and appearance of the dwelling and fences, walls, outbuildings, pools, and other structures appurtenant to the use of a dwelling. Any determination made by the Committee may be subsequently amended by the Committee and shall be binding on all persons. The Committee shall be guided, but not bound, by a standard that the location of permitted accessory buildings, other than garages, shall be at a place which minimizes the visual impact and be placed in side or rear yards behind the front of the residence.

**Section 4. Approval or Disapproval.** Within thirty days after the submission of plans and specifications in accordance with the requirements of this Declaration and, subject to the rights of the Declarant's representative, the Committee shall by majority vote approve or disapprove such plans and specifications and may disapprove such plans and specifications which in its opinion do not conform to these restrictions or its aesthetic standards. Approval or disapproval shall be made upon one of the copies thereof and returned to the address shown on the plans and specifications. In the event that no disapproval of such plans and specifications is given within thirty days of submission in compliance herewith, such plans 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 the Committee, including the Declarant's representative, shall be responsible for failure to act upon any plan or specification submitted to the Committee or for any defect in any plan or specification submitted or approved or 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. Approval under this Section 6 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. Community Organization.**

**Section 1. Maintenance Obligations.** Declarant shall convey and quit claim to the Community Organization Declarant's right, title and interest in Tracts A, B, F and G, of the plat of Woodbrook Division No. 1. Title to Tracts A and B shall be held by the Community Organization as Sensitive Area Tracts in accordance with the provisions on the face of the plat of Woodbrook Division No. 1, and to the extent allowed by such provisions the Community Organization shall maintain such Tracts A and B. Title to Tracts F and G shall be held by the Community Organization and maintained as open space in accordance with the provisions of Article E below. Declarant shall have, and hereby reserves the right from time to time to enter such properties and to make improvements and alterations thereto, all at its cost to such properties, all as it deems advisable at its discretion. In addition, the Community Organization shall maintain (a) trees which are in the plat of Woodbrook Division No. 1 and which the Declarant locates and places along the west side of 55th Avenue South, the east side of 48th Avenue South, and along both sides of a portion of South 283rd Street, and (b) assume and perform the obligation contained in any Plat that a Lot owner shall maintain the landscaping in any planter islands located in a Plat. The Community Organization may undertake any additional activities for the benefit of the Subdivision and residents therein as the directors of the Community Organization may determine.

**Section 2. Membership.** There shall be one membership in the Community Organization for each Lot of each Plat. Membership shall stand in the name or names of the persons or parties who, from time to time, are record fee title owners of Lots which are not subject to a recorded contract for purchase and sale and who, from time to time, are the holders of the vendee's interest under a recorded contract for purchase and sale of Lots. Membership in the Community Organization shall be and is appurtenant to and not severable from such fee ownership or vendee's interest and shall transfer and terminate with transfers and termination of such interests as they may appear of public record. Membership shall entitle the owners of the appurtenant Lot, the residents thereon and their families to enjoy the facilities and services provided by the Community Organization, subject to the rules, regulations and payments as may now or hereafter be established by the Community Organization, which rules, regulations and payments shall apply equally to all memberships.

**Section 3. Lien.** In order to provide for maintenance and improvement of the Community Organization's various properties and the proper operation of the Community Organization, each grantee and vendee of Lots, their heirs, successors and assigns shall and do, by the act of accepting a deed or entering into a contract of sale as vendee, jointly and severally agree that they and each of them shall pay to the Community Organization the assessments, dues and charges levied according to the Bylaws of the Community Organization against them as the holder of a membership. In the event that such assessments, dues or charges owed by any membership to the Community Organization remain unpaid to the Community Organization for a period of sixty 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 assessments, 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 assessments, dues and charges in the amount designated therein with interest and attorneys' fees, together with all future unpaid assessments, 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 title to a Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien created hereby for any unpaid assessments, dues and charges which became due prior to such sale or transfer; provided that no sale or transfer shall relieve such Lot from a lien for assessments, 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 or insured by The Federal Housing Administration as agencies of the United States government.

**Section 4. Maintenance.** In consideration of the rights and liens conferred upon the Community Organization, it hereby agrees to perform the maintenance obligations provided for herein. For this purpose it joins in the execution hereof.

#### **ARTICLE E. Open Spaces.**

**Section 1. Open Spaces.** Tracts F and G of the plat of Woodbrook Division No. 1, and any other portion of the Subdivision which is designated by Declarant as an open space area, are hereby restricted and shall not be used for any purpose other than for open spaces and recreational purposes. No improvements shall be constructed on the surface of any area restricted to open space, except for landscaping, recreational facilities and structures and pedestrian walkways and except for outbuildings which the Community Organization may deem convenient for maintenance purposes. No other development, buildings, structures or improvements shall be placed or permitted upon any area restricted to open space.

#### **ARTICLE F. 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 the same provision or of any other provision. No right of action shall accrue for or on 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 all costs and expenses incurred incident thereto, including without limitation a reasonable sum as attorneys' fees and the reasonable costs of searching and abstracting the public record, all of which shall be paid by the unsuccessful party.

**Section 4. Additional Property.** From time to time, but not after December 31, 2004, Declarant may subject any plat or plats of Tracts E, H and J of Woodbrook Division No. 1 and any parcel or parcels of real property which are contiguous to any Plat defined in this Declaration to the provisions of this Declaration by recording in King County, Washington, a written instrument executed and acknowledged by Declarant stating in substance that the plat or plats, parcel or parcels are subject to this Declaration. Incident thereto in Declarant's discretion, it may modify or add to the provisions of this Declaration insofar as they may apply to the plat or plats, parcel or parcels of real property subsequently made subject hereto.

## ARTICLE G. Amendment.

**Section 1. Amendment of Use Restrictions.** Articles B and C 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 no less than seventy percent (70%) of all of the Lots in all of the Subdivisions which have been made subject to the provision of this Declaration. For the purpose of amendment, consent to an amendment by a fee owner shall be binding upon the owner and of any successors to the fee title for a period of six month 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 and C 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.

**Section 2. Amendment to Opens Spaces and Maintenance Obligations.** No amendment may be made to Article E, relating to open spaces, or to Section 1, Article D, relating to maintenance obligations, without the prior vote of the holders of ninety percent (90%) of the total membership of the Community Organization and the consent of King County or other municipal government having jurisdiction. When the governmental approval has been given and such vote has been obtained approving an amendment to Article E or Section 1, Article D, then such amendment may be effective by recording a copy of the governmental consent with a Notice of Amendment executed and acknowledged by the president and secretary of the Community Organization in King County, Washington.

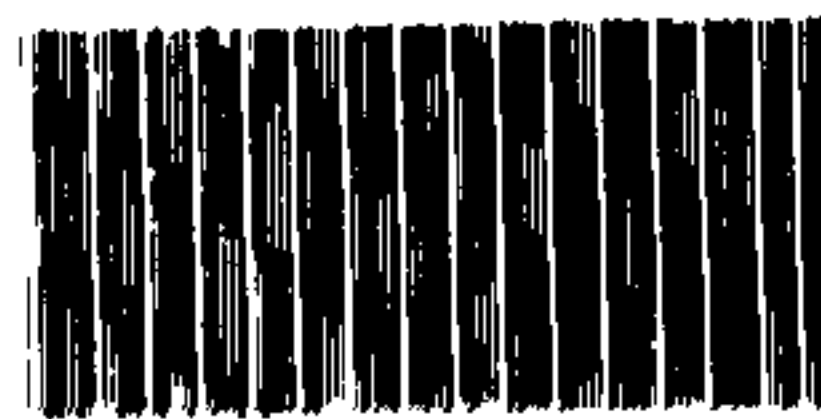
EXECUTED this 13<sup>th</sup> day of April, 1999.

**SCHNEIDER HOMES, INC.**

By Gerald E. Schneider  
Gerald E. Schneider, President

**WOODBROOK HOMEOWNERS' ASSOCIATION**

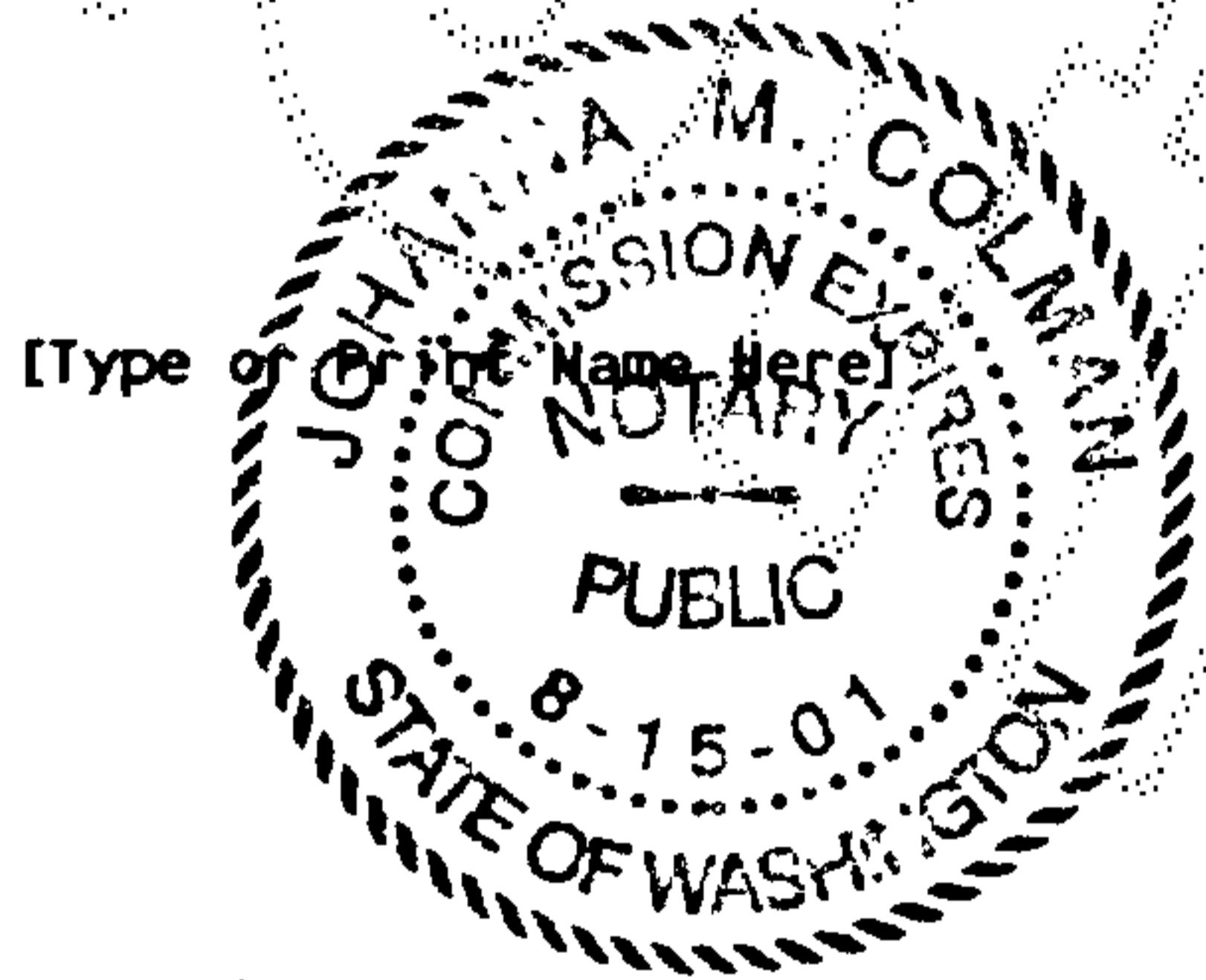
By Harry J. Schneider  
Harry J. Schneider, President



STATE OF WASHINGTON  
COUNTY OF KING

I certify that I know or have satisfactory evidence that **Gerald E. Schneider** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the president of **Schneider Homes, Inc.**, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

DATED: April 13<sup>th</sup>, 1999.

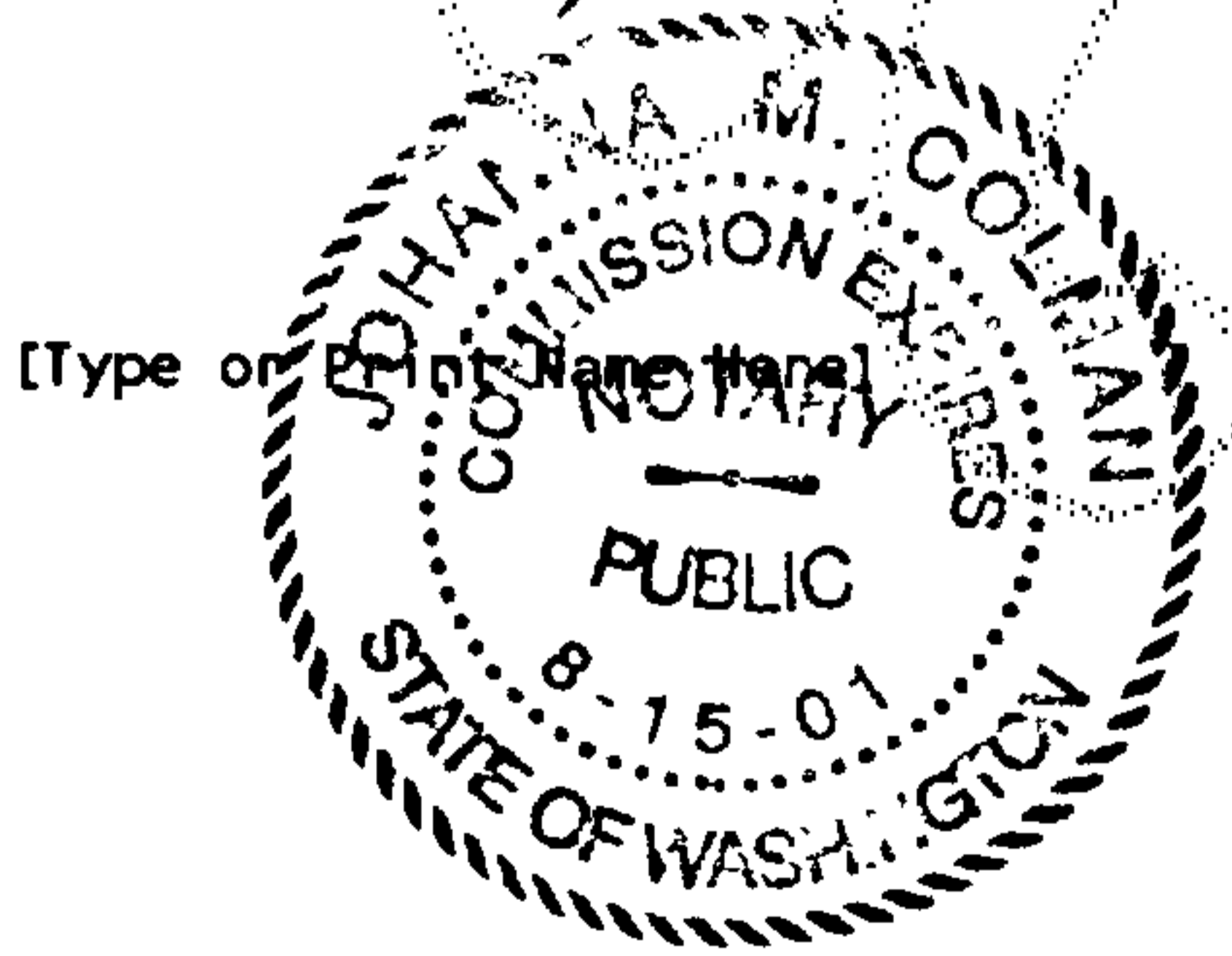


Johanna M. Colman  
Johanna M. Colman  
Notary Public  
My appointment expires: 8-15-01

STATE OF WASHINGTON  
COUNTY OF KING

I certify that I know or have satisfactory evidence that **Harry J. Schneider** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the president of **Woodbrook Homeowners' Association**, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

DATED: April 13<sup>th</sup>, 1999.



Johanna M. Colman  
Johanna M. Colman  
Notary Public  
My appointment expires: 8-15-01

