

COVENANTS, CONDTIONS

AND RESTRICTIONS

OF

HUNTERS RUN

This indenture, Declaration of Covenants, running with the Land, and Declaration of Restrictions is made this 10th day of February 1989, by SCHNEIDER HOMES, INC., a Washington Corporation, which owns in fee the following described land:

Lots 1 through 44, HUNTER'S RUN, acc ording to the Plat recorded in volume 144 of Plate, pages 26 and 27, records of King County, Washington, in Section 16, township 22N, Range 5E, W.M. under Recording No. 890120168.

WITNESSETH

WHEREAS, SCHNEIDER HOMES, INC., hereinafter referred to as the "Corp oration" is the owner of that certain tract of land described hereinabove, and known as the plat of Hunter's Run, records of King County Washington; and

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

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

1. PERMITTED USE. 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 purposes whatsoever except for the purpose of a private dwelling residence.

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 and as shown on the face of the Plat.

3. SIGNS. No sign of any kind shall be displayed to the public view on any Lot except entry signs identifying the neighborhood, one professionally prepared 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 and identify the property during the construction and sales period.

4. **LIVESTOCK, POULTY AND PETS.** 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 purposes.

5. **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 in sanitary containers. All incinerators or other equipment for the storage or disposal of such material 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.

6. **BUSINESSES.** No trade, craft business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried on upon any Lot of within any building located in this Subdivision.

7. **FENCES.** No fence or hedge shall be erected or permitted to remain or allow to grow to a height exceeding three (3) feet if it is nearer any street than the front twenty (20) set-back line and in all other cases no lot line fence shall be higher than six (6) foot. No chain link fences will be permitted in any front yards.

8. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out –building shall be used on any lot at any time as a residence, either temporarily or permanently. No prefabricated or mobile home shall be permitted on any lot.

9. **PARKING.** No boats, trailers, buses, motor homes, commercial vehicles, trucks larger than one ton, disabled vehicles or other similar vehicles shall parked or stored on any lot or in any street in a position whereby said vehicle will be visible from the street or from the first floor of the homes on other lots, EXCEPT that recreational vehicles and travel trailers (no permanent living trailers) will be allowed to be parked in the back yard behind the house if they are properly screened by solid wooden fences at least six (6) feet high.

10. **LICENSED CONTRACTORS.** No amateur home building will be allowed on any lot. The principal structure on each lot shall be constructed by a licensed building contractor only.

11. **MICROWAVE RECEIVERS.** No microwave receivers (“dishes”) shall be allowed on any lot in a position whereby said microwave receiver will be visible either from the street or from the homes on other lots.

12. **ARCHITECTURAL CONTROL.** For the purpose of further ensuring the development of the lands so platted at an area of high standards, the subdivisor reserves the power to control the buildings, structures and other improvements placed on each lot, as well as to make such exceptions to those Reservations and Restrictions as the subdivisor or committee hereinafter designated shall deem necessary and proper until such time as all 44 homes in the plat of Hunter’s Run have been completed.

Whether or not provision therefore is specifically stated in any conveyance of a lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall or other structure shall be placed upon such lot unless and until the building and landscape plans and specifications therefore and plot plan have been approved in writing by the committee hereinafter provided, prior to any building permit being obtained. Each such building, wall, or structure shall be placed on the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans and specification by such committee may be based on any ground including

purely aesthetic grounds, which in the sole and uncontrolled discretion of the committee shall seem sufficient. No alteration in the exterior appearance of the building or structures shall be made without like approval. If no committee exists, or if the committee shall fail to approve or disapprove the plans and specifications within thirty (30) days after written request thereof, then such approval shall not be required, provided that no building or other structure shall be erected which violates any of the covenants herein contained.

The initial architectural control committee shall consist of Harry J. Schneider, Russell J. Tye and Murray D. Dick, or their nominees. In the case of a deadlock vote among the three committee members, the members shall select a fourth member for the committee who shall cast the deciding vote, but only on the issue on which the deadlock has arisen.

The purpose of the Architectural Control Committee shall be to maintain the natural environment of the subdivision to create an aesthetically desirable community by encouraging sensitive architectural design, and to protect owners from construction, which would adversely affect surrounding property values. Any exterior construction on any structure must be completed within 90 days after commencement of construction and landscaping of front yard must be completed within six (6) months after completion of the home.

After 75% of the lots (33 lots) have been sold and closed, all privileges, powers, rights, and authority (except Architectural Control, which will remain with developer until all 44 homes have been completed) shall be exercised by and vested in a homeowners association, the officers and directors to be selected by owners of a majority of the lots in the subdivision.

13. FIREARMS AND RELATED ACTIVITIES. No firearm, cross bow, bow and arrow, or air gun, including without limitation, BB type or pellet guns, whether for purposes of hunting or target practice, shall be used within the subdivision.

14. CLOTHES DRYING AREA. No portion of any lot shall be used as a drying or hanging area for laundry or any kind where it can be viewed from any street or adjacent house's ground floor.

15. ANTENNAE. No aerial or antennae of any kind shall be placed or erected upon any lot or affixed in any manner to the exterior of any building or structure.

16. BUILDING ENVELOPE. No Primary or accessory structures shall be allowed outside of the building envelopes except as approved by the Architectural Control Committee.

17. WATER SUPPLY. No individual water supply system shall be permitted on any lot.

18. TERM OF RESTRICTION. 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 those covenants are recorded, after which time the covenants shall be automatically extended for successive periods of 25 years unless an instrument signed by a majority of covenants in whole or in part.

19. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the front ten (10) 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 the flow of drainage channels in the easement. The easement area of

each lot and all the improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which public authority or utility company is responsible.

20. ENFORCEABILITY. Enforcement of these covenants shall be by proceedings in law or equity against any person or persons violating or attempting to violate covenants. Each owner in the subdivision 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.

21. SEVERABILITY. In validation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

22. ADDITIONAL PROPERTY. In addition to the real property which is platted as Hunter's Run Div. I, from time to time, but not after December 31, 1990, the Declarant, Schneider Homes Inc, may subject additional adjacent real property to the provisions of this instrument as a part of the plan of subdivision of real property by filing of record a declaration expressly setting forth such intent signed by Schneider Homes, Inc. as the subdivider thereof. Schneider Homes, Inc. may assign its rights under this section, but only by written instrument, which contains an express reference to this Section. Except for the foregoing no other properties may be made subject hereto.

23. MAINTENANCE Care, maintenance and repair of entrance planting strips, entrance sign, entrance fence and cul-de-sac planters shall be the responsibility of the Hunter's Run Homeowners Association, the cost shall be borne equally by each lot owner, who may be assessed by the homeowner's association for this purpose.

24. PERIMETER FENCING. Care and maintenance of the perimeter fence, other than the fencing at the entrance, shall be the responsibility of the adjoining lot owner.

SCHNEIDER HOMES INC

By.....
Gerald E. Schneider, President

STATE OF WASHINGTON)

COUNTY OF KING)

On this 18th day of April 1989, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Gerald E. Schneider to me known to be the President of Schneider Homes, Inc. the Corporation that executed the foregoing instrument and acknowledged the 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 is authorized to execute the said instrument and that the seal affixed is corporate seal of said Corporation.

WITNESS my hand and official seal hereto affixed this day and year in this certificate
above written.

.....Karen Adams.....NOTARY PUBLIC
State of Washington, residing at
My commission expires (8/19/98)

This document has been re-typed for the purpose of
distribution/information to present homeowners within
Hunter's Run.

The original document is on file with:
Chicago Title Insurance Co.
Ref: # W5379-2