

**DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS**  
**PLAT OF FAIRWOOD FIRS**

THIS DECLARATION, made on the date hereinafter set forth by Country Craft, Inc., hereinafter referred to as “Declarant”.

**WITNESSETH:**

WHEREAS, Declarant is the Owner of certain property in Fairwood Firs, County of King, State of Washington, which is more particularly described as:

The Plat of Fairwood Firs, recorded in Volume 134 of Plats, Pages 1 thru 5, records of King County, Washington.

NOW THEREFORE; Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

Section 1. “Association” shall mean and refer to Fairwood Firs Homeowners Association, its successors and assigns.

Section 2. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. “Properties” shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. “Common Area” shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Tracts B, C, D, E, F, and G of the Plat of Fairwood Firs as recorded in Volume 134 of Plats, Pages 1 thru 5 records of King County, Washington.

Section 5. “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. “Declarant” shall mean and refer to Country Craft, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purposes of development.

Section 7. “Mortgage” shall include Deeds of Trust.

ARTICLE II  
PROPERTY RIGHTS

Section 1. Owners Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of each class of members has been recorded.
- (d) the power reserved in the Board of Directors of the Association to grant easements over and through the common area, and to grant portions of the common area in event of property line adjustments of building lots adjacent to the common area so long as in the judgment of the Board said easements or grants do not materially interfere with the enjoyment of the common area.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

### ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. If an owner sells a lot on real estate contract, the membership of the owners shall terminate and the contract purchasers shall become a member, unless the contract retains membership in the owners, in which event, the contract purchasers will not be a member.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B members shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) On December 31, 1988, whichever first occurs.

### ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (1) annual assessments or charges, and (2) special assessments for capital

improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Their personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Areas.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Forty Dollars (\$40.00) per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the Maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis or an annual basis as the Board of Directors may from time to time direct.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first

day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. An annual assessment once fixed shall remain in effect until changed by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

## ARTICLE V ARCHITECTURAL CONTROL

A. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and locations of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural control committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

B. The Architectural Control Committee's approval or disapproval as required in these Covenants shall be in writing. Except for violations of those restrictions contained in Article VI hereof, in the event the Committee or its designated representatives fail to approve or disapprove within 30 days after a complete set of plans and specifications had been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof; approval will not be required and the related Covenants shall be deemed to have been fully complied with.

C. The initial Architectural Control Committee shall consist of Stanly Donogh, Peter A. deLeuw, and Donald F. Kline. The tenure of these members shall

automatically terminate when the declarant sells the last lot owned by it in the Plat of Fairwood Firs. In the event that any two of the committee concur in the action to be taken it shall not be necessary for the third committee member to participate.

ARTICLE VI  
RESTRICTIONS ON USE OF PROPERTY

Section 1. Building Use and Location.

- (a) No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than three cars or less than two cars. Temporary, "model homes", real estate sales offices will be considered a residential use until all houses have been built and sold on all subject lots.
- (b) The total floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1700 square feet for a rambler or less than 2000 square feet for a Tri-level or 2-Story home; or less than 1600 sq. ft. upstairs for a split level.
- (c) All roofing material shall be of wood cedar shakes or equivalent in appearance as approved by the Architectural Control Committee.
- (d) All siding material for other than masonry construction or classical colonial design shall be wood siding stained with colors to be approved by Architectural Control Committee. No "T-111" or other plywood siding will be allowed.
- (e) Masonry construction or classical colonial construction shall be permitted, in which event the provisions of paragraph D shall not apply.
- (f) All front entry walks and porches to be of exposed aggregate concrete.
- (g) All driveways and parking bays shall be constructed of exposed aggregate concrete.
- (h) The location, color, size, design, lettering and other particulars of mail or paper delivery boxes shall be subject to the approval of the committee.
- (i) All outside television and radio aerials and antennas or satellite dishes are prohibited without express written approval of the association or the committee.
- (j) No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes nor any pole, tower or other structure supporting said outdoor overhead wires shall be erected, placed or maintained within the properties. All purchasers of lots within the properties, their heirs, successors, and assigns shall use underground service wires to connect their premises and the structures built thereon to the underground electric or telephone utility facilities.
- (k) The rear or side 20 feet of lots 20, 27 through 45, 87, 88, and 89 have been designated on the final plat as a native growth protection easement. All cutting or clearing of trees is prohibited therein except as deemed a danger to residential improvements or as diseased. Maintenance of said native growth protection easements shall be the responsibility of the individual lot owners.
- (l) In order to establish the Plat as a neighborhood of quality homes it is provided that no house, including attached or detached garages shall be built on any lot in this Plat where the costs of labor and materials used in said construction is less than Sixty-Six Thousand Dollars (\$66,000) exclusive of lot cost, landscaping and fences. In the case of labor or materials furnished, but not purchased, the existing market rate, if the same had been purchased, will be substituted for the cost.
- (m) Landscaping of front yards shall be done within ten (10) days of completion of house.

(n) Original Lot Owners/Builders shall share in the expense of construction and maintenance of mailbox stands, serving their property.

Section 2. Easements.

(a) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet and the side two and one-half feet of each lot. 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 easements, or which may obstruct or retard the flow of water through drainage channels in the easements. 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 which a public authority or utility company is responsible.

(b) Maintenance of the native growth protection easements located on Tracts B, C, D, E, F, and G are to be provided by the Homeowner Association, unless King County assumes maintenance under authority of a new ordinance.

Section 3. 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. All boats, boat trailers, travel trailers, non-motorized campers and other such recreational vehicles should be sight screened and/or stored behind primary structure unless a variance is granted by the Architectural Control Committee. No cars, inoperative for reasons of mechanical failure, shall be parked and/or stored on any subject lot or in the street right-of-way for more than 72 hours.

Section 4. Temporary Structure.

(a) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or any other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

(b) Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finish painting, within nine (9) months from date of start of construction unless, upon their review or a written request for an extension of time, the Architectural Control Committee grants such an extension.

Section 5. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

Section 6. Livestock and Poultry. 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 purpose. No structure or enclosure for the purpose of containing pets other than a fence at property line (as approved by the Architectural Control Committee) shall be allowed.

Section 7. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. 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.

Section 8. Water Supply. No individual water supply system shall be permitted on any lot.

Section 9. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Section 10. Sewage Disposal. Individual sewage disposal systems shall not be permitted on any lot within the plat.

Section 11. Screening. No fence, wall, hedge or mass planting, other than foundation planting, shall be permitted to extend nearer to any street than the minimum setback line, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two feet above the finished grade at the back of said retaining wall, provided however, that no fence, wall, hedge or mass planting shall at any time, where permitted, extend higher than six feet above ground.

Section 12. Set Back. No fence or wall shall be erected, placed, altered or maintained on any lot nearer to any street than the minimum building setback line unless approved by the Architectural Control Committee.

## ARTICLE VII GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so hereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veteran's Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 9th day of October, 1986.

COUNTRY CRAFT, INC.  
Declarant

(Original signed by:)

\_\_\_\_\_  
Peter A. deLeuw, President

\_\_\_\_\_  
Donald F. Kline, Secretary

STATE OF Washington

County of King

On this 20th day of October, A.D. 1986, before me, the undersigned, a Notary Public in and for the State of Washington duly commissioned and sworn, personally appeared Peter A. deLeuw and Donald F. Kline to me known to be the President and Secretary, respectively, of Country Craft, 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 used and purposes therein mentioned, and on oath stated that they authorized to execute the said instrument and that the seal affixed is the corporate deal of said corporations.

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

(Original signed by:)

Connie M. Lovell

Notary Public in and for the State of

Washington residing at

Kirkland.