

1980 NOV 5 AM 8 30

FILED FOR RECORD AT REQUEST OF  
TITLE INSURANCE COMPANY  
2615 4th AVENUE, SEATTLE, WA 98121

DIRECTOR-RECORDS &  
ELECTIONS-KING CO. WN.  
DEPUTY

14<sup>00</sup>

(2)

431840

TD/g

DECLARATION

OF

RESTRICTIVE COVENANTS AND EASEMENTS

PACIFIC BELLEVUE DEVELOPMENTS, a Joint Venture

To

All Future Owners of Parcels A and B of Bellevue Gardens,  
King County, Washington.

R E C I T A L S:

A. Pacific Bellevue Developments is the owner and  
developer of that certain real property located in King County,  
Washington and legally described as follows:

Tracts A and B of Tract 13, as recorded in Volume  
21 of Plats, on Page 72, records of King County,  
Washington, Recording No. 790928-1105, Volume 112,  
Pages 56 and 57, September 28, 1979.

all of which real property is hereinafter referred to as the  
"Property", and Tracts A and B hereinafter referred to as  
"Parcels A and B".

B. Pacific Bellevue Developments is presently planning  
to construct or have constructed two (2) or three (3) commercial  
office buildings, one on Parcel A and one (1) or two (2) on  
Parcel B of the Property, and thereafter to sell, exchange,  
lease or own the Property, together with the improvements  
thereon.

C. Accordingly, Pacific Bellevue Developments now desires  
to establish and secure the enforcement of uniform restrictive  
covenants upon the usage and development of said Property.

NOW, THEREFORE, there are hereby created, declared and  
established upon said Property the following restrictive  
covenants, easements, reservations and requirements:

8011050146

570

## EASEMENTS

8011050146

1.1 Utility Easements. Reciprocal and nonexclusive easements are hereby expressly reserved for the creation, construction and maintenance of utilities, such as gas, water, telephone, telegraph, electricity, cable television, sewers and storm drains over, under and across Parcels A and B respectively of the Property, together with full rights of ingress and egress for constructing, installing, servicing and maintaining the utilities, all as described on Exhibit 1 attached hereto and incorporated by reference herein.

1.2 Parking and Pedestrian Easements. Reciprocal and nonexclusive easements are hereby expressly reserved for the creation, construction and maintenance of common parking areas and pedestrian ways over and across Parcels A and B respectively of the Property, together with full rights of ingress and egress to use and maintain said pedestrian ways and common parking areas, ~~all as more specifically identified and described on Exhibit 2, attached hereto and incorporated by reference herein;~~ provided, however, that upon the written demand of any one of the ~~two~~ members of the Exterior Maintenance Committee (referred to in Paragraph III of this Declaration), 15 parking stalls shall be reserved for the exclusive use of the Owner(s) of Parcel A of the Property, and 25 parking stalls shall be reserved for the exclusive use of the Owners of Parcel B of the Property. Said reserved parking stalls shall be located on the Property as determined by the members of the Exterior Maintenance Committee.

1.3 Easements for Two (2) Office Signs. Easements are hereby reserved for the location and maintenance of two (2) general office signs, one such office sign to be located adjacent to the south Bellevue-Redmond Road access, and the

other to be located adjacent to the north Bellevue-Redmond Road access, ~~all as indicated and shown on Exhibit 3 attached hereto and incorporated by reference herein.~~ Said general office signs shall be utilized solely for the purpose of identifying the office buildings to be constructed upon the Property and the varied businesses located therein, and shall in all events be harmonious with the general exterior architecture of the buildings and with zoning requirements.

1.4 Easements for Construction. An easement is hereby reserved over, across and through Parcels A and B of the Property for access, noise and other activities reasonably necessary for completion of construction of the buildings and other improvements on said Parcels.

## II

### RESTRICTIVE COVENANTS

2.1 Signs. No sign, symbol, advertisement, or billboard will be constructed, used, maintained, erected, displayed, or permitted on or about any portion of the Property, or the office buildings to be constructed thereon, except such sign(s) as comply with the rules and regulations pertaining thereto which may be adopted from time to time by the Owner(s) of the Property or their authorized representatives pursuant to Paragraph 3.2 below, or in the absence of such rules and regulations, without first obtaining the written consent of the Owner(s) of the Property.

2.2 Window Coverings. No window coverings, including, but without limitation, blinds, curtains and drapes, which are visible from the outside of any office buildings located on the Property, shall be hung, installed or otherwise permitted on or about said office buildings, except such window coverings as comply with the rules and regulations pertaining thereto which may be adopted from time to time by



the Owner(s) of the Property, or their authorized representatives pursuant to Paragraph 3.2 below, or in the absence of such rules and regulations, without first obtaining the written consent of the Owner(s) of the Property.

2.3 Parking. Unless otherwise provided by the rules and regulations which may be adopted from time to time by the Exterior Maintenance Committee as provided in Paragraph 3.2 below, the Owner(s), their tenants, employees, servants, agents and other occupants of the office buildings to be constructed on the Property will park their automobiles and other transportation vehicles in the parking areas located along the east border of the Property, so that the remaining parking areas will remain free and clear for the use of customers, clients, invitees and licensees of said Owner(s), tenants and other occupants.

### III

#### EXTERIOR MAINTENANCE COMMITTEE

##### 3.1 Establishment of Exterior Maintenance Committee.

In order to insure and provide for uniform exterior maintenance of the Property (excluding, except as specifically provided in this Paragraph III, the interior and exterior maintenance of the office buildings themselves) and common areas located thereon including, but without limitation, landscaping, parking, utilities, office signs and pedestrian ways, there is hereby created an Exterior Maintenance Committee and each subsequent Owner(s) of Parcels A and B respectively of the Property is hereby required to designate one person as his authorized representative on said Exterior Maintenance Committee (~~the Committee will thus be composed of two (2) persons~~). Common areas shall mean facilities intended to be used in common by the Owner(s).

3.2 Duties and Responsibilities of Exterior Maintenance Committee. The Exterior Maintenance Committee will be responsible for causing the Property and the common areas located thereon to be kept in good condition and repair, free and clear of rubbish and other hazards to persons using such areas (at the expense of the Owner(s) as provided in Paragraph 3.3 below). The Exterior Maintenance Committee will have the right to select from time to time a person or persons to operate and maintain the common areas. The duties and responsibilities of the Exterior Maintenance Committee will include, without limitation:

(a) Maintenance and repair of the surface of the parking areas and pedestrian ways.

(b) Removal of all papers, debris, filth, and refuse from the Property, and washing and thoroughly sweeping the paved areas as required.

(c) Maintenance of the two general office signs and appropriate parking area entrance, exit, and directional signs, markers, and lights as will be reasonably required.

(d) Repainting of striping, markers, directional signs, etc., as necessary to maintain the same in first-class condition.

(e) Performance of maintenance of landscaping necessary to keep in first-class condition and to provide the general effect contemplated by the improvements. For example, trees and shrubbery will be properly pruned or otherwise controlled to prevent any condition of overgrowth.

(f) Maintenance of common utility lines or systems such as gas, water, telephone, telegraph, electricity, sewers and storm drains over, under and across Parcels A and B respectively of the Property.

(g) The establishment from time to time of rules and regulations governing permissible window coverings which may be utilized by the Owner(s) or their tenants in the office buildings.

(h) To establish from time to time rules and regulations regarding the use, maintenance and erection of signs, symbols, advertisements, or billboards to be located on or about the Property and the office buildings to be located thereon. Such rules and regulations shall relate to the type, size and design of such signs with a view to establishing such requirements as will be harmonious to the general architectural treatment of the office buildings.

3.3 Expenses of Exterior Maintenance. As agents and representatives of the Owner(s) any and all expenses incurred by the Exterior Maintenance Committee and/or its designated agents, employees or other representatives in carrying out any of the duties and responsibilities described in Paragraph 3.2 above will be shared, contributed and paid 40% by the Owner(s) of Parcel A of the Property and 60% by the Owner(s) of Parcel B of the Property. In that regard, the Exterior Maintenance Committee shall establish from time to time such procedures as may be necessary to facilitate collection of said costs and expenses.

3.4 Exterior Maintenance Fund. An Exterior Maintenance Fund is hereby established, into which each Owner(s) of Parcels A and B, respectively, shall contribute in the same percentage as set forth in Paragraph 3.3 above as and when determined by the Exterior Maintenance Committee. The total initial contribution of the Owner(s) of Parcels A and B to said fund will be \$3,000.00, and each Owner(s)' percentage share of said initial contribution will be made



within 20 days following the date of substantial completion of the building to be constructed upon such respective Owner(s)' parcel. Funds held and administered by the Executive Maintenance Committee shall belong to the Owner(s) in the same percentages as set forth in Paragraph 3.3 above. Said fund will be at a bank located in Bellevue, Washington, and all checks against said bank account will require the signatures of the two members of the Exterior Maintenance Committee. The Committee members will have the right to disburse from such fund as agent for the Owner(s) of Parcels A and B. Interest will accrue upon all contributions required to be made to the Exterior Maintenance Fund, at the rate of 12% per annum, if not made when due.

3.5 Lien Indebtedness. In the event an Owner(s) of a Parcel fails to make any payment or contribution when and as required by Article III of these Restrictive Covenants, then the other member of the Exterior Maintenance Committee shall give said Owner(s) five (5) days written notice requesting that such payment or contribution be immediately paid. Such notice shall be served in person or by certified mail, U.S. Mail, return receipt requested, addressed to the Owner(s) to receive the same, and if mailed shall be deemed to be served two days following mailing. If payment is not received within said five (5) day period, then the other member of the Exterior Maintenance Committee shall file said notice with the King County Recorder, and the same shall constitute a lien against the delinquent Owner(s)' interest in his respective Parcel of the Property in an amount equal to the delinquent payment or contribution plus interest thereon at the rate of twelve percent (12%) per annum from their due date.

3.6 Decisions of Exterior Maintenance Committee. Any and all decisions which must be made by the Exterior Maintenance Committee in order to perform its duties and responsibilities designated in Paragraph 3.2 above shall be determined by a unanimous vote of the two (2) members of the Exterior Membership Committee. Meetings may be called by any one member of the Committee. Notices of meetings shall be in writing to all members and given seven days in advance of any meeting. Notices shall be served in person or by certified mail, U.S. Mail, return receipt requested, addressed to the party to receive the same, and if mailed shall be deemed to be served two days following mailing. Any member may vote by proxy, which proxy must be in writing. Notices of meetings may be waived in writing. Any action which may be taken at a meeting may be taken without a meeting, if a consent in writing, setting forth the action to be taken, shall be signed by all of the members of the Committee.

In the event the members of the Exterior Maintenance Committee cannot reach unanimous consent or approval, then within a period of ten (10) days, each member shall appoint one (1) arbitrator, and the two arbitrators so designated shall immediately appoint a third arbitrator and the decision of a majority of the arbitrators shall be final, binding and conclusive upon the members of the Exterior Maintenance Committee and the Owner(s) of the Property. The arbitrator shall render their decision within ten (10) days after the designation of the third arbitrator by the two appointed arbitrators.

#### IV

#### MISCELLANEOUS

4.1 Duration of Covenants and Requirements. The restrictive covenants set forth herein shall continue in



full force and effect until October 1, 2008, or until otherwise amended or rescinded by written agreement of all of the Owners of the Property, whichever event occurs first. The easements shall continue perpetually.

4.2 Covenants Running With The Land. The restrictive covenants, easements, reservations and requirements hereby created, declared and imposed upon the Property shall run with the land, benefiting and burdening Parcels A and B respectively, and shall inure to the benefit of and be binding upon any person claiming an interest in or to the Property, their heirs, successors and assigns, including, but without limitation, all subsequent Owners of Parcels A. and B of the Property and all persons claiming under them.

4.3 Severability. If any clause, sentence, or other portion of the terms, conditions, covenants, easements and restrictions of this Declaration becomes illegal, null or void for any reason, or be held by any court of competent jurisdiction to be so, the remaining portions will remain in full force and effect.

4.4 Enforceability. If any Owner or person claiming an interest in the Property shall violate any of the restrictive covenants, easements, reservations and requirements contained herein, or any rules, requirements or regulations of the Exterior Maintenance Committee, then any other Owner or person claiming an interest in the Property may maintain an action at law or in equity against said person, and the prevailing party shall be entitled to reasonable attorney's fees in addition to other damages and costs incurred in maintaining such action.

4.5 Owner(s). For purposes of this Declaration of Restrictive Covenants and Easements, the term "Owner(s)" shall mean the fee holder, fee holders, contract purchaser

8011050146

or contract purchasers of Parcels A and B respectively of the Property; provided, however, that each Parcel shall be deemed to have only one "Owner" despite the number of persons or entities claiming an ownership interest in each Parcel.

PACIFIC BELLEVUE DEVELOPMENTS, a  
Washington Joint Venture

By:

Continental Pacific, Inc., a venturer

By

By:

First City Investments, Inc., a venturer

By

STATE OF WASHINGTON )  
                                  ) ss.  
COUNTY OF KING )

This is to certify that on this 24<sup>th</sup> day of ~~February~~ OCTOBER, 1980, before me, the undersigned, a Notary Public, personally appeared LUIS GUINCHER, of CONTINENTAL PACIFIC, INC., a Washington corporation, and ~~DAVID A. ALDERDICE and GEORGE B. SCHAEFER of FIRST CITY INVESTMENTS, INC.~~, doing business as PACIFIC BELLEVUE DEVELOPMENTS, a joint venture, to me known to be the individuals who executed the within and foregoing instrument, and acknowledged to me that they signed and sealed the same as their voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

WITNESS my hand and official seal the day and year first above written.

Barbara C. Wallin  
Notary Public in and for the State  
of Washington, residing at Bellevue

EXHIBIT "1"

A permanent easement 10 feet wide for sanitary sewer purposes over that portion of Tract "A" and "B" of Sherwood Gardens, a Replat of Bellevue Gardens, Third Addition, as recorded in Vol. 112 of Plats on page 56, records of King County, Washington, said easement being five (5) feet on either side of the following described centerline:

Beginning at a point on the north line of said Tract "A", which is N 88°06'38" W 22.94 feet westerly of the northeast corner thereof; thence S 00°44'48" W 160.61 feet to a point hereinafter referred to as "Point A"; thence S 19°59'23" W 112.92 feet; thence N 88°57'30" W 96.73 ft, more or less, to a point on the westerly boundary of said Tract "A". ALSO, beginning at said "Point A"; thence S 88°54'26" E 21.97 feet, more or less, to a point on the easterly boundary of said Tract "B".

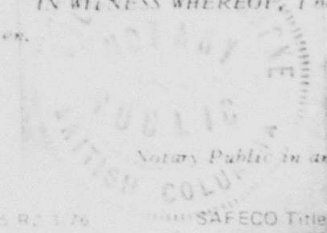
8011050146

STATE OF WASHINGTON  
Province of British Columbia  
County of \_\_\_\_\_ ss.



On this 29th day of October A. D., 19 80  
before me personally appeared DAVID ALDERDICE  
to me known  
to be the SECRETARY / TREASURER of the corporation that  
executed the within and foregoing instrument, and acknowledged the said instrument to be the free and vol-  
untary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated  
that he was authorized to execute said instrument.

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



William F. Thuder  
Province of British Columbia  
Notary Public in and for the Province of British Columbia residing at Vancouver, B.C.