

AFTER RECORDING TO:
WM SHERMAN & CO
2100-124TH NE., SUITE 100
BELLEVUE WA 98005

COURTESY RECORDING ONLY...
NO LIABILITY FOR VALIDITY AND/OR
ACCURACY ASSUMED BY FIRST AMERICAN
TITLE INSURANCE COMPANY

DECLARATION OF
PROTECTIVE COVENANTS, COVENANTS AND RESTRICTIONS
OF THE PLAT OF BELMOOR

THIS INDENTURE AND DECLARATION running with the land, made this
18 day of June, 1993, by Sherman Development,
Inc., Declarant herein.

WITNESSETH

WHEREAS, DECLARANT is the owner in fee of certain real property
(the "Real Property") described as BELMOOR, consisting of Lots 1
through 18 (the "Lots") and Tract A as recorded in Volume 163 of
Plats, pages 6 and 7, records of King County, Washington.

WHEREAS, DECLARANT desires to impose certain protective conditions,
restrictions and covenants upon the Real Property for the mutual
benefit of all owners, present and future, which conditions,
restrictions and covenants shall run with the land and be binding
upon all persons owning Lots.

NOW THEREFORE, DECLARANT hereby declares as follows:

ARTICLE I

1.1 DECLARATION The Lots shall be held, sold and conveyed subject
to the easements, covenants, conditions and restrictions set forth
herein, all of which are for the purpose of enhancing and protect-
ing the value, desirability and attractiveness of the Lots. Such
easements, covenants, conditions and restrictions shall run with
the land and shall be binding on all parties having or acquiring
any right, title or interest in any Lot and shall inure to the
benefit of each owner thereof; and are imposed upon each Lot as a
servitude in favor of each and every other Lot as the dominant
tenement.

1.2 TERM This Declaration shall be effective for an initial term,
expiring December 31, 2010, and thereafter by automatic extension
for successive periods of ten (10) years each, unless terminated at
the expiration of the initial term or any succeeding ten-year term
by a Termination Agreement executed by the then owners of not less
than seventy-five percent (75%) of the Lots then subject to this
Declaration.

1.3 ARCHITECTURAL CONTROL COMMITTEE The Architectural Control
Committee ("ACC") shall consist of one or more members who shall be
appointed initially by DECLARANT and remain in office until such
time as one hundred percent (100%) of the Lots subject to this

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Declaration are sold by Declarant. Declarant further reserves unto itself the right to dissolve the ACC appointed by DECLARANT, thereby vesting the membership of the Homeowners' Association with the authority to meet and appoint a successor ACC. The ACC may designate a single person to act on behalf of the ACC. No members of the ACC shall be entitled to compensation. The initial ACC shall consist of:

1. William A. Sherman, Jr. 2100 124th Avenue NE, #100
Bellevue, WA 98005
2. R. Allen Saunders 2100 124th Avenue NE, #100
Bellevue, WA 98005
3. Gerald Berg 2100 124th Avenue NE, #100
Bellevue, WA 98005

1.4 ARTICLES OF INCORPORATION AND BYLAWS The Belmoor Homeowners' Association is incorporated as a non-profit corporation in accordance with the Washington Non-Profit Corporation Act (RCW Chapter 24.03). The Articles of Incorporation and Bylaws for the Association are being filed concurrently with this Declaration.

ARTICLE II

2.1 EASEMENTS Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the face of 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 for which a public authority or utility company is responsible.

2.2 SERVICES No building shall be located on any Lot nearer to the lot lines than allowed by the codes and ordinances of the City of Bellevue.

ARTICLE III

3.1 SITE PREPARATION Clearing and grading, including but not limited to, the cutting or transplanting of natural vegetation on any Lot, shall not be undertaken until plans for the single family dwelling to be constructed thereon are approved by the ACC as provided for herein.

3.2 CONSTRUCTION APPROVAL No building or other structure shall be commenced, erected or altered upon any Lot, nor shall any exterior addition be made until the construction plans and specifications and a plot plan showing the nature, kind, shape, height, materials, colors and location of the same shall have been submitted and approved in writing by the ACC as to harmony of exterior design and location in relation to, and its effect upon, surrounding structures and topography. If the ACC fails to approve or disapprove such design and location within forty-five (45) days after such plans and specifications have been received by it, approval will not be required, and this Article will be deemed to have been fully complied with. All plans, specifications and plot plans are to be submitted to the Committee at the following address: Sherman Development, Inc., 2100 124th Avenue NE, #100, Bellevue, WA 98005, or at such other address as may hereafter be given in writing to the lot owners by the DECLARANT or the ACC.

3.3 CONSTRUCTION TIME Any dwelling or structure erected or placed on any lot shall be completed as to external appearance, including finish painting and landscaping, within six (6) months from date of start of construction except for reasons beyond the control of the lot owner, in which case a longer period may be permitted if approved in writing by the ACC. The landscaping to be completed within the six (6) month time frame is inclusive of the lawn, rockery, shrubbery, etc. for the entire front yard lot line to lot line.

3.4 SIZE OF IMPROVEMENTS Single family dwelling units, excluding garages, porches and eaves shall have a finished living area of not less than 2,000 square feet for multi-level construction. Single-level dwellings must have a finished living area of not less than 1,900 square feet.

3.5 ROOFS, SIDING & DRIVEWAYS The building materials for roofs are to be cedar shakes or tile. The siding material is to be L.P. innerseal siding. Only concrete exposed aggregate driveway and walkways are permitted.

3.6 FENCES No fence, wall, hedge or mass planting, other than plantings 6 ' in height or lower shall be permitted to extend nearer to any street than the minimum set-back line, or the actual dwelling set-back line, whichever is farther from the street (exception is lot 17, where the fence may extend five feet from rear corner of house towards NE 25th Place and then back towards rear property line). 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. No fence, wall, hedge or mass planting shall at any time extend higher than six feet above ground level. No chain link fences shall be allowed. Fencing shall be cedar six foot estate style to match lot 17. Fencing design and materials must be approved by the ACC prior to installation.

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3.7 GARAGES Garages are required and shall be incorporated in or made a part of each dwelling house. No detached garages shall be permitted without written approval from the ACC. Single-car garages are specifically prohibited.

3.9 STICK-BUILT CONSTRUCTION All dwellings shall be part of a "stick-built" variety. Mobile homes, manufactured housing and modular homes are not permitted.

3.10 ANTENNA No Lot owner shall be permitted to install, erect, and/or maintain any antenna, including satellite dishes, without specific written approval of the ACC.

ARTICLE IV

4.1 BUSINESS & COMMERCIAL USE Except for model homes or builder's temporary sales offices, no Lot shall be used for other than one detached single-family dwelling with parking for not more than three cars, and no trade, craft, business, profession or commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried on upon any Lot or within any building located on a Lot; nor shall any goods, material or supplies used in connection with any trade, service or business, wherever the same may be conducted, be kept or stored, outside any building on any Lot; nor shall any goods or personal property of any nature used for private purposes and not for trade or business, be kept or stored outside any building on any Lot.

4.2 MAINTENANCE OF STRUCTURES AND LANDSCAPING All structures upon a Lot shall at all times be maintained in good condition and repair and be properly painted, stained, or otherwise finished. All trees, hedges, shrubs, flowers, and lawns shall be maintained and cultivated by the owner thereof, so that the Lot is not detrimental to the neighborhood. Lot owners shall be responsible for maintaining any "landscaping theme" set forth by the DECLARANT or the ACC with respect to individual cul-de-sacs and/or streets.

4.3 VEHICLES No recreation vehicle and/or commercial vehicle, including but not limited to boats, campers, motor homes, trucks in excess of 3/4 ton, and trailers whether operable or not - of any kind shall be parked, stored, maintained or constructed on any Lot or street in such a manner as to be visible from the street or neighboring lots.

4.4 PETS No animals or fowl shall be raised, kept or permitted on any Lot except domestic dogs, cats and caged birds kept within the dwelling unit; provided such dogs, cats and pet birds are not permitted to run at large, be raised for commercial purposes or in excess of 2 dogs and 2 cats per dwelling unit. No such household pet which is or becomes an annoyance or nuisance to the neighborhood shall thereafter be kept on any Lot. No pit bull

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terrier dogs, either purebred or part, shall be allowed within this subdivision.

4.5 GARBAGE AND TRASH No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept only in a clean and sanitary condition. No trash, refuse pile, vehicles, underbrush, compost pile or other unsightly growth or objects shall be allowed to group, accumulate or remain on any Lot.

4.6 NOXIOUS OR OFFENSIVE ACTIVITY No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done or maintained thereon which may be or become any annoyance or nuisance to the neighborhood or detract from its value.

4.7 WATER SYSTEMS Private wells and water supply systems are prohibited.

4.8 TEMPORARY RESIDENCE No outbuilding basement, tent, shack, garage, trailer or shed or temporary building of any kind shall be used as a residence either temporarily or permanently, except for a construction shack used by a Lot owner's construction contractor during the construction period.

4.9 DRILLING, MINING, ETC. Exploration for any recovery of minerals, oil and gas, sand and gravel or other materials, by any means or method, is prohibited.

4.10 SIGNS No signs shall be displayed to the public view on any Lot, except one sign of not more than five square feet advertising the property for sale or rent, or signs used by the DECLARANT, or agents thereof, to advertise the property during the construction and sale period. The ACC shall have the sole jurisdiction on all matters pertaining to signs within the boundaries of Belmoor, including any and all common areas.

4.11 HOMEOWNERS' ASSOCIATION Every Lot owner, by acceptance of a deed or contract for such Lot, covenants and agrees to membership in the BELMOOR HOMEOWNERS' ASSOCIATION, which is formed for the purpose of owning property and property rights as common area for the benefit of homeowners, and for the purposes of maintaining, repairing, replacing or improving any such property or any improvements placed thereon. Such membership shall be appurtenant to the Lot owned by such Lot owner and may not be transferred, except by sale or transfer of the Lot itself. Every Lot owner is further deemed to covenant and agree to pay when due any and all dues, assessments, or other charges that may be levied from time to time by the BELMOOR HOMEOWNERS' ASSOCIATION in accordance with the Articles and/or the Articles of Incorporation and/or the Bylaws of such Association, and any sums not paid within thirty (30) days of the date due shall become a continuing lien on the Lot owned, which lien may be foreclosed by the Association. Any lien created hereby

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shall be subordinate only to any duly recorded purchase money mortgage, deed of trust or real estate contract on a Lot.

4.13 NON-LIABILITY OF ACC AND HOMEOWNERS' ASSOCIATION MEMBERS Neither the ACC nor the Homeowners' Association, nor any member thereof, shall be liable to Owner, occupant, builder or developer for any damages, loss or prejudice suffered or claimed on account of any action or failure to act of the Committee or member thereof, provided that the member has acted in good faith and on the basis of facts as known to him.

ARTICLE V

5.1 AMENDMENT This Declaration can be amended at any time by DECLARANT prior to the sale of all Lots by the DECLARANT. Thereafter, this Declaration can be amended by an affirmative majority vote of Lot owners.

5.2 ENFORCEMENT The DECLARANT or the ACC shall have the right to enforce any provision of this Declaration or to recover damages resulting from any violation thereof by any proceeding at law or in equity. Thirty (30) days after written notice to the owner of any Lot setting forth a violation, DECLARANT, the ACC or the agent of either may enter upon such Lot, which entry shall not be deemed a trespass, and take whatever steps are necessary to correct the violation. The expenses thereof, if not paid by such owner within thirty (30) days after written notice and billing, may be filed as a lien upon such Lot. Failure of the DECLARANT or the ACC to enforce any provision herein shall in no event be deemed a waiver of the right to do so. In the event of legal action, the prevailing party shall be entitled to recover actual costs and reasonable attorney fees.

5.3 SEVERABILITY Invalidation of any provision hereof shall not affect the other provisions, which shall remain in full force and effect.

5.4 NOTICE Any notice required hereunder shall be deemed effective when personally delivered or when mailed by certified mail to the owner of public record at the time of such mailing to such owner's address as appears on the King County Tax Records.

ARTICLE VI

6.1 AMENDMENT BY DECLARANT Declarant reserves the right to amend this Declaration as may be necessary to comply with Federal Home Loan Mortgage Association ("FHLMC"), Federal National Mortgage Association ("FNMA") or Federal Housing Administration ("FHA") regulations or requirements as necessary to enable the holders of first mortgages or deeds of trust to sell first mortgages or deeds

of trust to FHLMC or FNMA or if such amendment is necessary to secure funds or financing provided by, through or in conjunction with FHLMC, FNMA or FHA.

6.2 AUTHORIZATION TO AMEND If Declarant, at its option, determines that it is necessary to so amend this Declaration, then Declarant, on behalf of all Lot Owners in the Association, is hereby authorized to execute and to have recorded (or filed, in the case of the Articles) said required amendment or amendments. All Lot Owners hereby grant to Declarant a full and complete power of attorney to take any and all actions necessary to effectuate and record said amendment or amendments which shall be binding upon their respective Lots and upon them and their heirs, personal representatives, successors and assigns to the same extent as if they had personally executed said amendment or amendments. All Lot Owners hereby acknowledge and agree that the power of attorney granted herein shall be deemed coupled with an interest and shall be irrevocable.

ARTICLE VII

7.1 SEVERABILITY Invalidation of any provision hereof shall not affect the other provisions, which shall remain in full force and effect.

ARTICLE VIII

8.1 APPLICABLE LAW This Declaration shall be construed in all respects under the laws of the State of Washington.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 18 day of June, 1993.

DECLARANT:

SHERMAN DEVELOPMENT, INC.

By: William A. Sherman, Jr.
William A. Sherman, Jr.
President

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STATE OF WASHINGTON, }
County of KING } ss.



On this 18th day of JUNE A. D., 1993
before me personally appeared William A. SHERMAN, JR.

, to me known
to be the PRESIDENT 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.

Alma House

Notary Public in and for the State of Washington, residing at Maple Valley
my COMMISSION EXPIRES 03-28-95

TL-35 R2 3/76 SAFECO Title Insurance Company - ACKNOWLEDGMENT - CORPORATION

STATE OF WASHINGTON, }
County of _____ } ss.



On this _____ day of _____ A. D., 19____
before me personally appeared _____

, to me known
to be the _____ 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 w 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.

Notary Public in and for the State of Washington, residing at _____

TL-35 R2 3/76 SAFECO Title Insurance Company - ACKNOWLEDGMENT - CORPORATION

STATE OF WASHINGTON, }
County of _____ } ss.



On this _____ day of _____ A. D., 19____
before me personally appeared _____

, to me known
to be the _____ of the corporation that
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untary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated
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written.

Notary Public in and for the State of Washington, residing at _____

TL-35 R2 3/76 SAFECO Title Insurance Company - ACKNOWLEDGMENT - CORPORATION

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