

**DECLARATION OF PROTECTIVE COVENANTS
FOR VALLEY GREEN DIV. I**

WHEREAS, SCHNEIDER HOMES, INC., a corporation (herein referred to as Declarant), is acquiring certain real property in King County, Washington, may acquire other property in King County, and is the owner of the property platted as Valley Green Div. I according to the plat thereof recorded at Volume 165 of Plats, pages 85 to 86, under Recording No. 9309220406 in King County, Washington, and desires to establish a plan of private subdivision for all of such properties. In order to provide for land use restrictions 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:

1. The word "Plat" shall refer to the plat of Valley Green Div. 1 and any other plat of real property which may hereafter be made subject to the provisions hereof by written instrument signed by Declarant as provided in Section 4, Article F.
2. The word "Lot" shall refer to a lot as shown on any Plat as defined hereby but shall not include a parcel designated as "tract" on a Plat.
3. The word "Subdivision" shall refer to the real property included within any Plat as defined hereby.
4. The words "Community Organization" shall refer to the Valley Green Community Organization, a nonprofit corporation formed for the purpose of enforcing these covenants and providing other things that may benefit its members.
5. The word "Committee" is defined as the Architectural Control Committee as provided in Article C.

**ARTICLE B
Building and Land Use Restrictions**

Section 1. Improvements. No dwellings, residences, out-building, fence, wall, building, pool or other structure or other improvement shall be erected, altered, placed or maintained on any Lot unless it shall comply with the following:

- (a) Prior to placing any such structure or making any such improvement on the Lot, the plans and specifications for the structure or improvement and a request for approval shall be submitted to and approved by the Committee as provided in Article c. When constructed or placed on the Lot, the structure or improvement 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 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 changes or alteration shall substantially conform to the plans and specifications as approved by the Committee.
- c) Once started, the work of constructing, altering, repairing or reconstructing any structure or improvement on a Lot shall be diligently prosecuted until completion thereof and in any event the exterior of the structure shall be completed and finished within six months after the work first commences. No structure may be placed or erected on a Lot except by a person or firm holding a valid contractor's license.
- (d) All buildings and improvements on a Lot shall be of permanent construction, and no temporary structure, trailer, mobile home, tent, garage, outbuilding or other similar device shall be placed on any Lot, except with the permission of the Committee incident to and during the construction of the first permanent improvement on the Lot.
- (e) Accessory buildings which are appurtenant to the use of an existing permanent residential building shall be permitted on a Lot, which permitted accessory buildings shall include, without limitation, garages, greenhouses, playhouses, toolsheds, woodsheds, doghouses and gazebos. No permitted accessory building shall be placed on a Lot unless it has been first approved as to the design and location on the Lot by the Committee. The Committee may refuse to approve a permitted accessory building if, in the exercise of the discretion of the committee, the structure detracts from the general visual appearance of the neighborhood as seen from the streets. The location of a permitted accessory building, other than garages, shall be at a place which minimizes the visual impact and as a general guideline shall be in the side or rear yard behind the front of the house. The Committee shall not be bound by the guidelines, but may exercise its discretion in that respect.

(g) No building or structure shall be located within any building setback line shown on the Plat. All structures and improvements shall comply with the King County Code setback requirements, as amended from time to time, provided that nothing herein shall require removal of a building originally placed in conformity such Code because of change in the Code.

(h) No fence, wall or hedge shall be permitted to exceed three (3) feet in height if it is nearer to any street than is a building permitted under paragraph (g) of this Section 1, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than three (3) feet above the finished grade at the back of said retaining wall. No fence, wall, hedge or mass planting shall at any time, where permitted, extend higher than six (6) feet above the ground. No chain-link fence shall be permitted on a Lot.

(i) No exterior aerials, antennas or microwave receivers (dishes) for television or other purposes shall be permitted on any lot.

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

Section 2. Animals. 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 commercial purposes.

Section 3. Signs. No sign of any kind shall be displayed to the public view on any Lot except entry signs identifying the neighborhood, one professional 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.

Section 4. 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 equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and put out of sight. Nothing shall be done on a Lot which may become a nuisance to the neighborhood.

Section 5. 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 or within any building located in this Subdivision.

Section 6. Storage. No goods, equipment, vehicles (including busses, boats, motor homes and trailers of any description) or materials or supplies used for private purposes shall be kept, stored, dismantled or repaired outside of any building or approved fence or permitted accessory building on any Lot, or on the street adjacent to a Lot. Nor will vehicle or equipment storage be allowed on any Open Space Tract except in such areas as may be specifically designated for such storage by Declarant or Directors of the Valley Green Community Organization through its Rules and Regulations.

Section 7. Firearms and Related Activity. No firearm, crossbow, bow and arrow, or air gun, including without limitation, BB type or pellet guns, whether for purposes of hunting or target practice, shall be discharged within the Subdivision.

Section 8. Clothes Drying Area. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind where it can be viewed from any street or adjacent house.

ARTICLE C

Architectural Control

Section 1. The Committee. The directors of the Community Organization shall comprise the Committee herein referred to. The address of the Committee shall be the registered office of the Community Organization.

Section 2. Submission of Plans. All plans and specifications or information required to be submitted to the Committee for approvals shall be submitted by mail to the address of the Committee in duplicate, shall be in writing, shall contain a written request for approval and the name and address of the person submitting the same and the Lot involved, and shall set forth the following with respect to a proposed structure: The location of the structure upon the Lot, the elevation of the structure with reference to the existing and finished lot grade, the general design, the interior layout, the exterior finish materials and color including roof materials, the landscape plan, and such other information as may be required to determine whether such structure conforms with these restrictions.

Section 3. Standards. The Committee shall have the authority to determine and establish standards involving esthetic considerations of harmony of construction and color which it determines to be in the best interest of providing for attractive development of the subdivision, which authority shall include but not be limited to the height, configuration, design and

appearance of the dwelling and fences, walls, outbuildings, pools, and other structures and improvements appurtenant to the use of a dwelling. Such determinations may be amended and shall be binding on all persons.

Section 4. Approval or Disapproval. Within thirty days after the receipt of plans and specifications or information with a request for approval, the Committee shall, by majority vote, approve or disapprove the request and may disapprove the request which in its opinion does not conform to these restrictions or its esthetic or other standards. Approval or disapproval of a request shall be made upon one of the copies thereof and returned to the address shown on the request. In the event that no disapproval of a request is given within thirty days of submission in compliance herewith, the request 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 it shall be responsible for any defect in any plan or specification submitted or approved nor 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 and 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 Easements and Open Space

Section 1. Drainage Easements. Structures, fill or obstructions (including but not limited to decks, patios, outbuildings, or overhangs) shall not be permitted beyond the building setback line or within drainage easements. Additionally, grading and construction of fencing shall not be allowed within the drainage easements shown on this plat map unless otherwise approved by King County Department of Development & Environmental Services.

All building downspouts, footing drains and drains from all impervious surfaces such as patios and driveways shall be connected to the approved permanent storm drain outlet as shown on the approved construction drawings #P1872 A through R, on file with King County D.D.E.S. This plan shall be submitted with the application for any building permit. All connections of the drains must be constructed and approved prior to the final building inspection approval. Individual lot infiltration systems, where permitted, shall be constructed at the time of the building permit and shall comply with said plans on file with King County Department of Development & Environmental Services, unless otherwise approved by Engineering Review, King County DDES, or its successor agency.

Section 2. Building, Setbacks and Native Growth Protection Easements -Tract "J". Structures, fill and obstructions (including but not limited to decks, patios, outbuildings, or overhangs beyond eighteen inches) are prohibited beyond the building setback line, and within 25-year flood plains (if applicable), and within the Native Growth Protection Easement(s) as shown. Dedication of a Native Growth Protection Easement (NGPE) conveys to the public a beneficial interest in the land within the easement. This interest includes the preservation of native vegetation for all purposes that benefit the public health, safety and welfare, including control of surface water and erosion, maintenance of slope stability, visual and aural buffering, and protection of plants and animal habitat. The NGPE imposes upon all present and future owners and occupiers of land subject to the easement the obligation, enforceable on behalf of the public by King County, to leave undisturbed all trees and other vegetation within the easement. The vegetation within the easement may not be cut, pruned, covered by fill, removed or damaged without express permission from King County, which permission must be obtained in writing from the King County Department of Development & Environmental Services or its successor agency.

Before beginning and during the course of any grading, building construction, or other development activity on a lot subject to the NGPE, the common boundary between the easement and the area of development activity must be fenced or otherwise marked to the satisfaction of King County.

Section 3. Open Space Div. I. Declarant shall cause Tract J of the Plat to be quit claimed and conveyed to the Community Organization. Such Tracts shall not be used for any other purpose than for open space consistent with the applicable regulations of King County in effect from time to time and for recreational use by the owners and residents of Lots. As a condition of approval; the declarant(s) of interest in the land hereby subdivided do grant and convey a perpetual easement in Tract J for the use and benefit of all present and future owners of the lots in this subdivision as authorized by Ordinance No. 8885. Except as shown on the plat, no building shall be placed on Tract J and such Tract shall not be further subdivided or used for financial gain.

Section 3.1 Maintenance. King County shall be responsible for the perpetual maintenance of Tract D, Div. I for storm water retention/detention facilities.

The Community Organization shall be responsible for the repair and maintenance of open Space Tracts K & L and the planting island located at 231st Ave. S.E. & S.E. 244th St.

Section 4. Limited Access. There shall be no direct vehicular access to or from 231st Ave. S.E. or S.E. 244th St. from any lot abutting either street.

Section 5. Landscaping Maintenance in public right-of-way areas. Maintenance of landscaping in public right-of-ways shall be the responsibility of adjacent lot owners (Lots 1,2,3 & 4.)

Section 5.1 Common Landscape areas and associated lighting and irrigation systems, shall be owned, operated and maintained by the homeowner's association.

Section 6. Individual Storm Drainage Stub-Outs.
All individual storm drainage stub-outs shall be privately owned and maintained by the lot homeowners.

ARTICLE E

Liens

Section 1. Community Organization Membership. There shall be one membership in the Community organization for each Lot in the Subdivisions subject hereto and no more. The fee title owner of each Lot which is not subject to a recorded contract for purchase and sale of the Lot or the holder of the vendee's interest under a recorded contract for purchases and sale of each Lot shall hold a membership in the Community Organization. Such membership shall be appurtenant to and not severable from such fee ownership or vendee's interest and shall transfer with the transfer of the fee title or vendee's interest without further action on the part of the Community Organization or its several members. Membership shall stand in the name or names of the persons or parties who have such interests from time to time as they may appear in the public record.

Section 2. Lien. In order to provide for the proper operation of the Community Organization and the maintenance and improvement of any property which the Community Organization acquires for the benefit of the Lots, 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 be members of the Community organization and shall pay to the Community Organization the dues and charges levied according to the Articles of Incorporation and Bylaws of the Community Organization against them as members of the Community Organization. In the event that any such dues or charges 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 dues and charges together with interest at the rate of twelve percent per annum from the date due until paid and attorney's 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 dues and charges in the amount designated therein with interest and attorneys' fees, together with all future unpaid 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 attorney's fees therein and the reasonable and necessary costs of searching and abstracting the public record. Notwithstanding any provisions hereof appearing to the contrary, the sales 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 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 dues and charges thereafter becoming due and provided further that "mortgage" as used in this sentence means a mortgage, deed or 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.

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 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.

Section 4. Additional Property. In addition to the real property which is platted as Valley Green Division I, from time to time, but not after December .31, 1998, the Declarant, Schneider Homes, Inc., may subject additional adjacent real property in Section 22, Township 22 North, Range 6 East, W.M., in King County, Washington, 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 4, but only by written instrument which contains an express reference to this Section 4. Except for the foregoing no other properties may be made subject hereto.

ARTICLE G Amendment

Section 1. Amendment of Use Restrictions. Articles B and C of this instrument which relates 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 not less than sixty (60%) of all of the Lots in all of the Subdivisions which have been made subject to the provisions 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 months 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.

EXECUTED THIS 12th day of October, 1993.

SCHNEIDER HOMES, INC.

BY: //signed//
Russell J. Tye, General Manager

STATE OF WASHINGTON
COUNTY OF KING

I certify that I know or have satisfactory evidence that RUSSELL J. TYE signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the GENERAL MANAGER OF SCHNEIDER HOMES, INC. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: October 12, 1993

NOTARY PUBLIC
STATE OF WASHINGTON
JOHANNA M COLMAN
My Appointment Expires Aug 15, 1997

//signed//

Notary Public
Residing at Kent
My appointment expires 8-15-97

**FIRST AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS
FOR VALLEY GREEN DIV. I**

The Declarant, Schneider Homes, Inc. makes this First Amendment to the Declaration of Protective Covenants for Valley Green Div. I, recorded under No. 9309220408 according to the plat recorded at Volume 165 of Plats, pages 85 to 86, under Recording No. 9309220406 in King County, Washington. The Declarant is the owner of all of the property in Valley Green Div. I, and no lots have been conveyed to new owners as of this date.

Article D, Section 5 landscape Maintenance in public right-of-way

shall be amended to read:

Maintenance of the landscaping in Cul-de-sac planter islands, also known as "eyebrows", shall be the responsibility of adjacent lot owners (lots 1,2,3 & 4), however, the Community Organization shall have the right to assume the responsibility for this maintenance should they elect to do so.

Article D, Section 5.1 Common Landscape

shall be amended to read:

Common Landscaped areas, associated lighting, irrigation systems and landscape structures shall be operated and maintained by the Valley Green Homeowner's Association. The common areas shall include planter islands, except cal-de-sac planter islands, Tracts L & K and common areas along the north side of S.E. 244th St..

The following Section shall be added:

Article D, Section 5.2 Common Area Fencing Common fencing within tracts L & K and fencing contiguous to the north side of S.E. 244th St. along lots 1, 51, 50 & 49 shall be the responsibility of the Homeowner's Association for repair, maintenance & upkeep.

EXECUTED THIS 29th day of November, 1993.

SCHNEIDER HOMES, INC.

BY: //signed//
Russell J. Tye, General Manager

STATE OF WASHINGTON
COUNTY OF KING

I certify that I know or have satisfactory evidence that Russell J. Tye signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the General Manager of Schneider Homes, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: November 29 , 1993.

NOTARY PUBLIC
STATE OF WASHINGTON
JOHANNA M COLMAN
My Appointment Expires AUG 15, 1997

 //signed//
Johanna M. Colman, Notary Public
Residing at Kent. My commission expires 8/15/97

**SECOND AMENDMENT TO DECLARATION
ADDING VALLEY GREEN DIV. II PROPERTY TO
DECLARATION OF PROTECTIVE COVENANTS FOR
VALLEY GREEN DIV. I**

WHEREAS, SCHNEIDER HOMES, INC., a Washington corporation (herein referred to as Declarant), is the owner and subdivider of the property platted as VALLEY GREEN Div. I, according to the plat thereof recorded at Volume 165 of Plats, pages 85 to 86, in King County, Washington (herein called the Div. I Plat), and of the property platted as VALLEY GREEN Div. II, according to the plat thereof recorded at Vol. 169 of Plats, page 24, in King County, Washington (herein called the Div. II Plat), and pursuant to the authority reserved under Section 4 of Article F of that certain Declaration of Protective Covenants for Valley Green Div. I as recorded under Recording No. 9310182230 in King County, Washington (herein referred to as the Covenants, all as a part of the plan of private subdivision referred to in the Covenants.

THEREFORE, Declarant intends to subject, does hereby subject and has subjected the real property encompassed by and platted as VALLEY GREEN Div. I and VALLEY GREEN Div. II, as described above, to the terms, conditions, covenants and provisions of the Covenants and the covenants, easements, rights, liens and encumbrances as therein provided shall be covenants running with the land encompassed by the Div. I Plat and the Div. II Plat and any and all parts thereof all as more particularly provided for in the Covenants.

DATED: June 5, 1994.

SCHNEIDER HOMES, INC.

By : //signed//
Gerald E. Schneider,
Its' President

STATE OF WASHINGTON
COUNTY OF KING

I certify that I know or have satisfactory evidence that GERALD E. SCHNEIDER 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 party for the uses and purposes mentioned in the instrument.

DATED: June 5, 1994.

NOTARY PUBLIC
STATE OF WASHINGTON
JOHANNA M COLMAN
My Appointment Expires Aug 15, 1997

 //signed//
Johanna M. Colman
Notary Public
Residing in King County
My appointment expires 8/15/97