

DEVELOPER EXTENSION AGREEMENT FOR STREET LIGHTING

7709260659

WHEREAS, Reintree Corporation hereafter called "Developer," wishes to build homes within the boundaries of King County Water District No. 104 and desires to obtain street lighting fixtures, maintenance and electricity from King County Water District No. 104, hereafter called "the District," and Puget Sound Power & Light Co., hereafter called "Puget Power," and

WHEREAS, it is necessary for Developer to install a street lighting system on the real estate hereafter described before the houses on said real estate are sold, and

WHEREAS, it is necessary for the District and Puget Power to promptly receive payment for the electrical service provided whether or not the homes on said real estate are sold,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, Developer and the District do hereby agree as follows:

Developer shall contract directly with Puget Power for the installation of a street lighting system on the real estate owned by Developer and legally described on Exhibit A annexed hereto. Such street lighting system shall remain the property of Puget Power which shall have the sole obligation to maintain, replace, and repair said system.

Such street lighting system shall be comprised of fixtures mutually agreed upon by Puget Power, Developer, and the District which shall be installed on the aforesaid real estate at locations approved by the District, and Developer agrees to submit plans and specifications for such street lighting system to the District for its approval before executing a final installation contract with Puget Power. The District reserves the right to change lamps, lamp locations and/or equipment when distribution line modernization or replacement by Puget Power is necessary.

The District shall cause Puget Power to furnish lighting service on terms set forth in resolutions of the District now or hereafter in effect. The District shall charge Developer for such service fixed rates established by resolutions of the District now or hereafter in effect. Developer shall notify the District as each lot is furnished with water by the District and shall obtain the signature of the Builder or lot owner on Application for Connection (including Street Lighting) and shall deliver the same to the District office. Thereafter the District shall bill such Builder, lot owner or contract vendee for his proportionate share of the light charges but Developer shall remain primarily liable for all lighting charges for the aforesaid real until 80 percent of the lots as described in Exhibit A are furnished with water by the District. Developer shall continue to pay the pro rata share of the charges for each lot which remains unsold.

Developer further agrees that if the pro rata charges allocated to any lot are unpaid sixty (60) days after the due date, such charges shall constitute a lien against said property which shall

2---ADDITIONAL SHEETS

have the same force and effect and may be foreclosed in the manner provided by RCW 57.08.080 - 57.08.090. The District shall have the right to turn off the water of any customer who fails to pay either water or street lighting charges within thirty days (30) after due date.

Developer further agrees that the covenants contained herein shall constitute covenants running with the land as described in Exhibit A and shall be binding on Builder, subsequent purchasers, and on Developer's successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 1st day of September, 1977.

DEVELOPER

Reintree Corporation
George R. Snyder, President

KING COUNTY WATER DISTRICT NO. 104

By Thomas D. Jeffrey
President-Commissioner

By George R. Snyder
Vice-President Commissioner

By Clarence G. Gorman
Secretary-Commissioner

(SEAL)

AFTER RECORDING, RETURN TO:

Richard C. Reed
1701 Bank of California Center
Seattle, WA 98164

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On ~~Sept. 19~~ Sept. 19, 1976, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared George R. Snyder and Clarence G. Gorman ~~George R. Snyder and Clarence G. Gorman~~ Thomas D. Jeffrey, to me known to be the President-Commissioner, Vice-President Commissioner and Secretary-Commissioner, respectively, of KING COUNTY WATER DISTRICT NO. 104, 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 they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

7709260659



TOWNSEND & ASSOCIATES, INC.
DEVELOPMENT CONSULTANTS & LAND SURVEYORS

JOB NO. 77027



409 SOUTH 3rd AVENUE,
KENT, WASHINGTON 98031
(206) 854-2043

EXHIBIT "A"

July 19, 1977

LEGAL DESCRIPTION FOR BOUNDARY OF REINWOOD DIV. NO. 1

7709260659

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST $\frac{1}{4}$, SECTION 10, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON; THENCE 500° 44' 56" W, ALONG THE EAST LINE OF SAID SOUTHEAST $\frac{1}{4}$, A DISTANCE OF 395.38 FEET TO THE NORTHERLY MARGIN OF D.T. DENNY ROAD (N.E. 173rd ST.); THENCE ALONG SAID NORTHERLY MARGIN THE FOLLOWING COURSES AND DISTANCES; S87°12' "W, A DISTANCE OF 190.65 FEET; S63°12'30"W, A DISTANCE OF 260.83 FEET; S28°12'30"W, A DISTANCE OF 208.06 FEET; S03°47'30"W, A DISTANCE OF 331.33 FEET; S40°42'30" W, A DISTANCE OF 117.98 FEET ; S76°42'30"W, A DISTANCE OF 153.36 FEET; N66° 47'30"W, A DISTANCE OF 437.40 FEET; N86°47'30"W, A DISTANCE OF 397.70 FEET TO THE INTERSECTION OF SAID NORTHERLY MARGIN OF D.T. DENNY ROAD (N.E. 171st ST.) WITH THE EAST LINE OF SURVEY AS RECORDED IN BOOK 4 OF SURVEYS, PAGE 77, UNDER RECORDERS CERTIFICATE NO. 7503250353; THENCE N00°06'16"W, ALONG SAID EAST LINE, A DISTANCE OF 993.16 FEET TO THE NORTH LINE OF SAID SOUTHEAST $\frac{1}{4}$ OF SECTION 10; THENCE S88°59'33"E, ALONG SAID NORTH LINE, A DISTANCE OF 211.50 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST $\frac{1}{4}$ OF SAID SOUTHEAST $\frac{1}{4}$ OF SECTION 10; THENCE N22°45'00"E, A DISTANCE OF 138.00 FEET; THENCE N51° 45'00"E, A DISTANCE OF 37.00 FEET; THENCE N46°15'00"W, A DISTANCE OF 115.21 FEET; THENCE N63°41'11"E, A DISTANCE OF 251.20 FEET; THENCE S77°57'00"E, A DISTANCE OF 391.96^{Feet}; THENCE N54°28'00"E, A DISTANCE OF 192.07^{Feet}; THENCE S79° 32'00"E, A DISTANCE OF 260.00 FEET; THENCE N83°28'00"E, A DISTANCE OF 97.00^{Feet}; THENCE S01°17'00"E, A DISTANCE OF 226.00^{Feet}; THENCE S64°17'00"E, A DISTANCE OF 96.00^{Feet}; THENCE N69°13'00"E, A DISTANCE OF 120.00^{Feet} TO A POINT ON THE EAST LINE OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 10; THENCE S00°17'41"E, ALONG SAID EAST LINE, A DISTANCE OF 133.00 TO THE POINT OF BEGINNING. CONTAINING 38.95 ACRES

CARDASH TESTER LABORATORY, INC.

December 15, 1977
Reintree Corporation
Cert. No. 7712-20
Page 2

Recommendations

BUILDING SETBACKS AND/OR SITING

Within the areas observed conclusions pertaining to building setbacks and/or siting are presented.

Initially, we suggest a minimum 30 foot setback from steep slopes, as found along the North side of the plat. Where the required setback would reduce building siting to a limited area, or completely negate placement, superceding setbacks (minimum 20') could be acceptable after determination of building placement and authorization by the soils engineer. The area along the South side of the plat is understood to presently have a setback limitation as shown on the final plat. This setback is acceptable within the range as specified above. Those building areas within moderate slopes require no setback, unless they abut the steep slopes.

Building foundations should be setback as specified. If the setbacks reduce building location to the minimum, we suggest the soils engineer determine acceptability of foundations beyond the setback. Specifically within lots 40 - 43, 45, and 52 - 56 we suggest a soils engineer determine suitability of soils for foundation placement partially along the slopes. In all cases we suggest foundation placement into the basal glacial drift, with most types to be conventional. Some pier type foundations could be performed along the moderate slopes. Any non-conventional or stepped type foundation should be authorized by the soils engineer only after observation of foundation soils with respect to footing placement. Soil creep can be minimized

7712150882

CORNING TESTING LABORATORY, INC.

December 15, 1977
Reintree Corporation
Cert. No. 7712-20
Page 3

through perpendicular placement of building foundations and adequate retaining walls. Excavations creating cuts in excess of six (6) feet should be retained through utilization of concrete retainer walls, and those less than six (6) feet may utilize rock retaining.

We suggest adequate drainage control be performed to reduce possible saturation of foundation soils and slopes. Foundation drains and roof drains should be performed for all residence buildings. Grading for yards and runoff should be directed away from all slopes to disallow surface water from actively moving along or down the slopes.

Minimal vegetation removal should be performed along the steep slopes. Selective tree removal may be performed where the trees may inhibit stability or where buildings are to be placed. We suggest ultimately that the deep rooted and larger trees be retained.

Minimal artificial filling should be performed along the slopes. In no event should fill be placed along or within 25 feet of the steep slopes. Landscaping and driveway fill should be limited to three (3) feet except in the relatively level areas across the site. Structural fill is not suggested, except under authorization by the soils engineer.

Soils bearing values for conventional foundations as specified should be limited to 1,000 psf. along the slopes. Any question which may arise concerning possible building placement should be directed toward the soils engineer for determination of

7712150662

7712150662

CASCADE TESTING LABORATORY, INC.

December 15, 1977
Reintree Corporation
Cert. No. 7712-20
Page 4

stability through soils tests or visual observation.

Thank you for this opportunity to be of service. If you have any questions, or if we may be of additional service, feel free to call on us at any time.

Sincerely,

CASCADE TESTING LABORATORY, INC.

Charles C. May
Charles C. May P.E.

CCM:cd

Prepared by:

David L. Nelson
David L. Nelson
Chief Engineering Geologist

7712150882

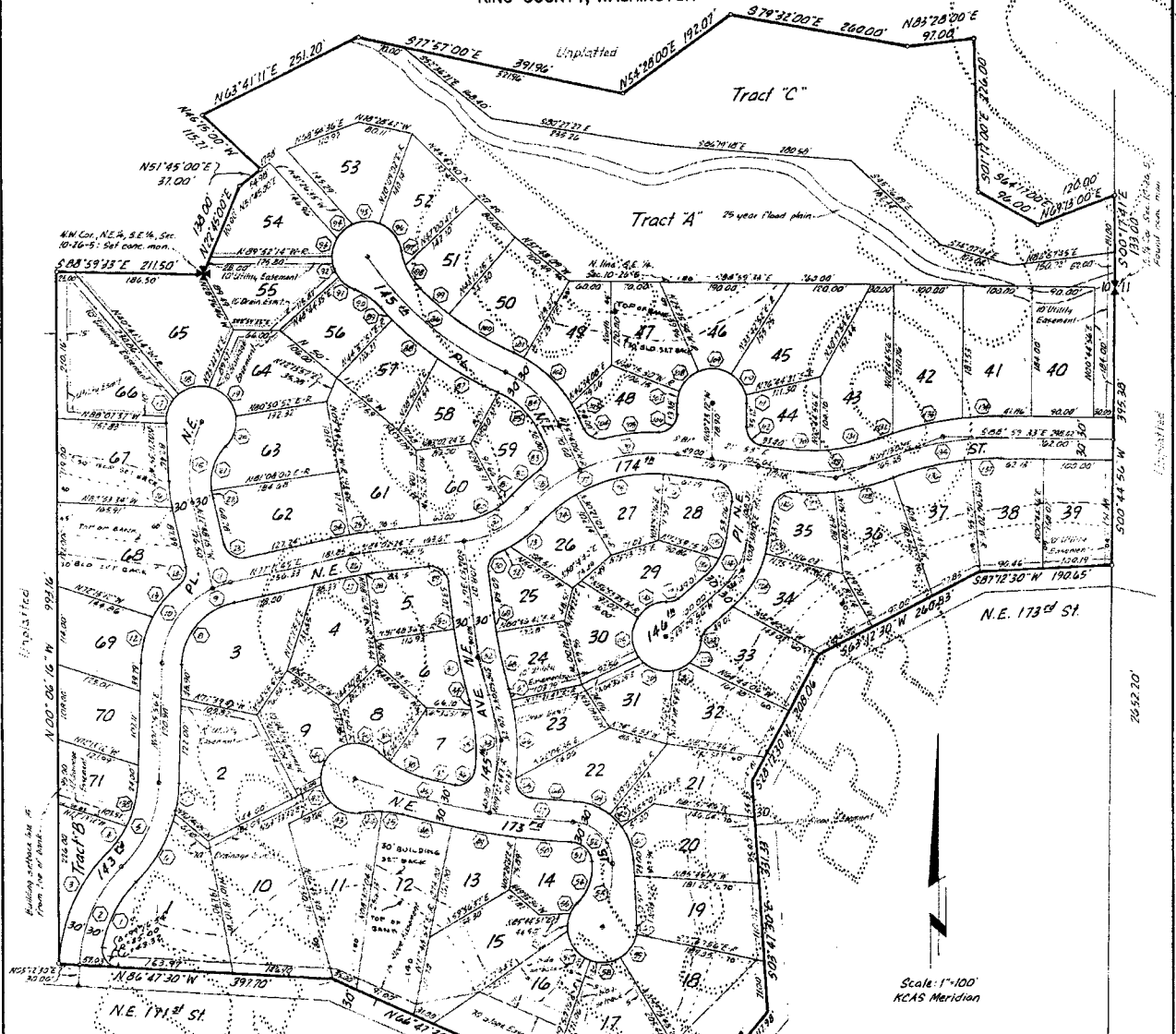
7712200852

REINWOOD, I

SECTION 10, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M.

KING COUNTY, WASHINGTON

105-48



Land Surveyor's Certification

I hereby certify that this Plat of Reinwood, I is based upon an actual survey and subdivision of Section 10, Township 26 North, Range 5 East, W.M. King County, Washington, that the courses and distances are shown correctly thereon, that the monuments will be set, and the lot and block corners staked correctly on the ground, and that I have fully complied with the provisions of the statutes and platting regulations.

Wayne E. Chastain
 Certificate No 10356



Legend

- Set concrete monument in case
- Set 5/8" iron pipe with survey cap
- Corner data number: see table, sheet 2
- Building setback line

Note: Building setback lines are to be 10' from the as-built location of drain lines.

TOWNSEND-CHASTAIN & ASSOC., INC.
 DEVELOPMENT CONSULTANTS
 LAND SURVEYORS
 409 SOUTH 3rd AVENUE
 KENT, WASHINGTON 98031
 (206) 854-2043
 71027

REINWOOD, I

SECTION 10, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M.

KING COUNTY, WASHINGTON

105-49

○	R	Δ	L	T	C	○	R	Δ	L	T	C	○	R	Δ	L	T	C
1	180	32°45'10"	102.70	52.90	101.50	47	1200	05°51'18"	122.63	61.37	122.57	93	50	30°50'10"	27.02	13.85	20.70
2	210	42°02'04"	154.06	80.68	150.63	40	1230	03°22'41"	72.52	36.27	72.51	94	50	34°34'55"	20.47	15.72	30.00
3	240	42°02'04"	176.07	92.71	172.15	49	1230	04°24'30"	94.04	47.34	94.61	95	50	44°08'16"	36.52	20.27	37.57
4	150	17°48'24"	46.62	23.50	46.43	50	1230	09°47'57"	81.56	40.79	81.54	96	50	61°00'28"	53.24	29.46	50.76
5	180	43°48'38"	137.63	72.38	134.31	51	90	80°41'25"	42.25	25.48	38.84	97	100	12°00'35"	20.96	10.52	20.92
6	210	31°26'24"	115.23	59.11	113.79	52	60	87°05'23"	91.20	57.03	82.67	98	100	24°08'24"	41.99	26.31	41.68
7	210	12°22'14"	45.34	22.76	45.35	53	310.60	16°55'28"	41.76	44.22	91.43	99	420	07°27'59"	54.00	27.04	83.36
8	95	75°45'49"	125.62	73.91	116.87	54	75	49°30'15"	64.80	34.50	62.80	100	420	14°56'08"	109.48	58.05	109.17
9	125	75°45'49"	165.29	97.25	163.51	55	50	21°05'49"	18.41	9.21	18.31	101	180	05°09'42"	15.90	7.96	15.90
10	125	63°48'06"	139.19	77.81	132.11	56	50	28°08'52"	25.00	12.77	24.74	102	180	30°46'08"	96.66	49.53	95.51
11	125	11°57'43"	26.10	13.10	26.05	57	50	04°18'14"	64.04	31.36	53.15	103	180	06°28'40"	14.90	9.66	19.29
12	155	26°15'41"	71.04	36.16	70.42	58	50	52°04'04"	45.44	24.49	43.89	104	25	79°36'40"	34.74	20.83	32.01
13	155	28°47'30"	61.66	31.24	61.25	59	50	45°44'08"	39.91	21.09	38.86	105	200	16°49'35"	82.23	41.41	81.93
14	25	63°17'22"	27.62	15.41	28.23	60	50	15°24'44"	73.45	6.77	13.41	106	25	31°22'01"	40.30	26.05	38.08
15	180	37°52'37"	118.99	61.76	116.84	61	90	31°34'34"	49.60	25.45	48.97	107	50	45°39'56"	59.05	27.05	38.80
16	210	10°36'40"	38.89	19.50	38.84	62	90	15°58'56"	25.00	12.58	24.92	108	50	37°18'40"	18.44	9.37	18.33
17	90	51°30'21"	48.95	24.12	43.86	63	90	35°51'24"	55.80	28.83	54.91	109	50	57°18'40"	34.01	21.05	38.80
18	50	52°12'28"	45.56	24.50	44.00	64	1170	03°07'14"	63.72	31.87	63.71	110	50	43°21'29"	37.55	19.71	36.67
19	50	69°19'38"	60.50	34.57	56.88	65	25	90°06'08"	39.31	25.04	34.39	111	50	12°52'27"	11.23	5.64	11.27
20	50	53°47'50"	46.95	25.26	45.24	66	330	19°20'01"	112.12	56.61	111.58	112	28	80°50'47"	55.33	21.34	32.47
21	75	53°30'42"	70.05	37.81	67.53	67	330	03°11'50"	18.41	9.21	18.41	113	25	50°00'20"	39.27	25.00	35.36
22	150	05°56'15"	10.31	5.16	10.31	68	730	06°36'46"	84.25	42.17	84.20	114	120	40°51'49"	65.59	44.70	83.78
23	25	90°00'00"	39.27	35.00	35.36	69	730	02°15'43"	28.82	14.41	28.82	115	90	21°34'04"	33.88	17.14	33.68
24	530	02°50'52"	27.58	13.79	27.57	70	25	74°26'15"	32.48	18.99	30.24	116	90	10°17'39"	30.31	15.30	30.16
25	530	02°51'41"	26.48	13.24	26.48	71	150	40°06'45"	104.93	54.71	102.80	117	25	42°50'00"	18.69	9.81	18.26
26	500	05°50'39"	51.00	25.52	50.98	72	180	26°04'48"	19.10	9.56	19.09	118	50	59°15'25"	51.71	28.44	49.44
27	420	04°31'52"	37.12	18.57	37.11	73	180	18°26'12"	57.92	29.21	57.67	119	50	71°06'33"	62.05	35.74	58.15
28	420	01°19'01"	10.82	5.41	10.82	74	220	16°41'18"	64.08	32.27	63.85	120	50	62°24'17"	54.40	30.28	51.81
29	25	90°00'00"	39.27	35.00	35.36	75	220	04°40'51"	67.90	32.74	67.12	121	50	12°52'27"	11.23	5.64	11.27
30	790	01°19'48"	16.96	8.48	16.96	76	250	55°40'28"	242.99	132.02	242.99	122	50	44°14'53"	38.61	20.33	37.66
31	790	01°30'39"	105.40	52.78	105.32	77	250	55°40'28"	242.99	132.02	242.99	123	25	34°52'01"	91.28	47.10	89.80
32	760	08°52'27"	117.37	58.97	117.59	78	250	55°40'28"	242.99	132.02	242.99	124	150	36°59'42"	15.49	7.85	15.69
33	300	25°17'47"	125.45	67.38	121.38	79	230	51°48'15"	95.14	48.15	94.57	125	25	36°30'51"	37.75	23.52	34.26
34	270	03°04'14"	14.47	7.24	14.47	80	180	51°56'14"	147.79	76.12	145.24	126	150	70°49'18"	62.33	31.26	62.24
35	270	18°23'59"	86.71	43.73	86.33	81	120	08°07'01"	17.00	8.50	16.88	127	330	15°06'40"	87.03	43.77	86.78
36	25	96°36'24"	42.15	28.06	37.33	82	260	11°24'55"	55.79	27.99	55.69	128	300	29°25'07"	154.04	78.76	152.35
37	1170	02°18'59"	47.30	23.65	47.30	83	25	79°36'40"	34.74	20.83	32.01	129	300	10°53'04"	51.29	25.72	51.21
38	150	21°29'10"	56.25	28.46	55.92	84	150	41°58'30"	109.89	57.54	107.45	130	270	18°52'04"	67.34	44.05	66.96
39	150	06°42'19"	17.59	8.79	17.54	85	120	41°58'30"	87.91	48.03	86.56	131	480	07°15'56"	102.76	51.57	102.50
40	50	56°16'40"	49.11	26.74	47.16	86	450	33°37'09"	264.04	135.94	260.77	132	480	07°15'56"	102.76	51.57	102.50
41	50	87°11'55"	76.10	47.61	68.36	87	480	12°02'25"	100.87	50.42	100.68	133	480	07°15'56"	102.76	51.57	102.50
42	50	34°55'58"	36.48	18.25	30.21	88	480	10°08'02"	64.90	43.56	64.79	134	480	06°57'17"	58.26	29.17	58.23
43	50	53°07'03"	46.35	24.99	44.71	89	480	09°02'42"	25.51	13.24	25.91	135	450	21°47'27"	171.14	86.62	170.12
44	150	11°58'14"	31.12	15.62	31.06	90	180	26°59'36"	45.89	23.08	44.98	136	420	15°40'40"	114.92	57.82	114.57
45	150	12°04'54"	31.63	15.87	31.57	91	50	32°52'48"	28.88	14.75	28.30	137	420	06°06'47"	44.81	22.43	44.79
46	1200	09°36'46"	201.33	100.98	201.09	92	50	25°14'00"	30.75	15.88	30.26	138	150	25°00'14"	68.08	34.64	67.50

Legal Description

This plot of Reinwood, I embraces that portion of the E 1/4 of Section 10, Township 26 North, Range 5 East, W.M., King County, Washington, described as follows: Beginning at the NE Corner of the SE 1/4 of said Section 10; thence S00°44'56"W along the east line of said SE 1/4, a distance of 395.38 feet to the northerly margin of D.T. Denny Road; (N.E. 173° 54'); thence along said northerly margin the following course, and distances: S87°12'30"W, a distance of 190.65 feet; S63°12'30"W, a distance of 200.83 feet; S28°12'30"W, a distance of 177.98 feet; S03°47'30"E, a distance of 231.33 feet; S40°47'30"W, a distance of 117.98 feet; S76°42'30"W, a distance of 158.36 feet; N66°47'30"W, a distance of 43.74 feet; N60°47'30"W, a distance of 397.70 feet to the intersection of said northerly margin of D.T. Denny Road (N.E. 171° 51' 51"); with the east line of survey as recorded in Book 4 of Surveys, page 77, under Recorder's Certificate No 7503250353, records of King County; thence N00°04'14"W along said east line, a distance of 999.16 feet to the north line of said SE 1/4 of Section 10; thence S88°59'33"E, along said north line, a distance of 211.50 feet to the N.W. Corner of the NE 1/4 of said SE 1/4 of Section 10; thence N22°45'00"E, a distance of 128.00 feet; thence N51°45'00"E, a distance of 370.00 feet; thence N46°15'00"W, a distance of 115.21 feet; thence N03°41'11"E, a distance of 251.20 feet; thence S77°57'00"E, a distance of 391.90 feet; thence N54°28'00"E, a distance of 192.07 feet; thence S79°32'00"E, a distance of 260.00 feet; thence N123°28'00"E, a distance of 97.00 feet; thence S01°17'00"E, a distance of 226.00 feet; thence S64°17'00"E, a distance of 96.00 feet; thence N48°13'00"E, a distance of 120.00 feet to a point on the east line of the NE 1/4 of said Section 10; thence S00°17'41"E, along said east line, a distance of 133.00 feet to the Point of Beginning. Containing 38.95 Acres.

Easement Reservations

An easement under and upon the exterior seven feet parallel with and adjoining the street frontage of all lots is hereby reserved for and granted to King County for pedestrian walkway purposes and to Puget Sound Power and Light Co., General Telephone Washington Natural Gas Co., CATV, and their respective successors and assigns in which to install, lay, construct, renew, operate and maintain underground pipe, conduits, cables and wires with necessary facilities and other equipment for the purpose of serving this subdivision and other property with electric, telephone and utility service together with the right to enter upon the lots at all times for the purposes herein stated. These easements entered upon for those purposes shall be restored as near as possible to their original condition.

No lines or wires for the transmission of electric current or for telephone use or cable television shall be placed or permitted to be placed upon any lot unless the same shall be underground or in conduit attached to a building.

Restrictions

- There shall be no direct vehicular access to NE 171° 51' or NE 173° 51' St from those lots which abut it.
- No lot or portion of a lot in this plat shall be divided and sold or resold or ownership changed or transferred whereby the ownership of any portion of this plat shall be less than the area required for the use district in which located.
- Owners of lots 8 through 11, 15 through 19, 29 through 49, 52 through 56, and 63 through 66 shall be responsible for maintenance of the cul-de-sac island in front of said lots.
- Roof drains of lots 10 through 39 shall be connected to a pipe system which connects to the approved on-site storm drainage conveyance system, or they shall be connected to an approved roof drainage dispersal system located on the respective lots.
- All lots shall be subject to the recommendations of the soils report recorded under auditors file No. 7712150882.

TOWNSEND-CHASTAIN & ASSOC., INC.
 DEVELOPMENT CONSULTANTS
 LAND SURVEYORS
 409 SOUTH 3rd AVENUE
 KENT, WASHINGTON 98031
 (206) 854-2043
 77027

REINWOOD, I

SECTION 10, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M.

KING COUNTY, WASHINGTON

105-50

Comptroller's Certificate

I hereby certify that all property taxes are paid, that there are no delinquent special assessments certified to this office for collection and that all special assessments certified to this office for collection on day of the property herein contained dedicated as streets, alleys or for other public use, are paid in full, this 15th day of DECEMBER, 1977.

Office of the Comptroller
HUGH L. JAMES
King County Comptroller

Carol F. Johnson
Deputy Comptroller

Dedication

Know all men by these presents that the undersigned owners in fee simple of the land hereby platted, hereby declare this plat and dedicate to the use of the public forever, all streets and avenues shown hereon, and the use thereof for all public purposes not inconsistent with the use thereof for public highway purposes, Tract "A" for open space purposes, and Tract "B" for drainage purposes; also the right to make all necessary slopes for cuts and fills upon the lots and blocks shown on this plat in the original reasonable grading of the streets and avenues shown hereon.

In witness whereof we have hereunto set our hands and seals.

Reintree Corporation

Approvals

Examined and approved this 15th day of December, 1977

Department of Public Works
J. H. Kelly
Director

Examined and approved this 16th day of December, 1977

Department of Planning and Community Development
Edward A. Land
Manager, Building and Land Development Division

Examined and approved this 17th day of December, 1977

Department of Assessments
Harold H. Harbo
King County Assessor

S. J. Selman
Deputy King County Assessor

Examined and approved this ___ day of ___, 19__

King County Council
Chairman, King County Council
Altest.
Clerk of Council

Recording Certificate T712200852

Filed for record at the request of the King County Council this 20th day of DEC., 1977, at 47 minutes past 2:00 P.M. and recorded in Volume 105 of Plats, pages 48, 49, 50, Records of King County, Washington.

Division of Records and Elections
CLINT G. ELSOM
Manager

David J. Skene
Superintendent of Records

Acknowledgments

State of Washington) S.S.
County of King)

This is to certify that on the ___ day of ___, 19___, before me, the undersigned, a Notary Public, have personally appeared ___ of Reintree Corporation, a Washington corporation, to me known to be the representatives of said corporation who executed the within and foregoing dedication 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 they were the individuals authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation. Witness my hand and official seal the day and year first mentioned above.

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

State of Washington) S.S.
County of King)

This is to certify that on the ___ day of ___, 19___, before me, the undersigned, a Notary Public, have personally appeared ___ of Washington Services Corporation, a Washington corporation, to me known to be the representatives of said corporation, who executed the within and foregoing dedication 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 they were the individuals authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation. Witness my hand and official seal the day and year first mentioned above.

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

TOWNSEND-CHASTAIN & ASSOC., INC.
DEVELOPMENT CONSULTANTS
LAND SURVEYORS
409 SOUTH 3rd AVENUE
KENT, WASHINGTON 98031
(206) 854-2043
77027

7712220722

8.00

A NF

DEC-22-77 100165 7712220722

PROTECTIVE COVENANTS RUNNING WITH LAND

THIS INDENTURE and declaration of covenant, running with the land, made this 14 day of September, 1977 by Reintree Corporation and Washington Federal Savings and Loan Association.

WITNESSETH:

WHEREAS, said parties are the owners in fee of Reinwood Div. 1 an addition to King County, Washington, as recorded in Volume 105 of Plats, Pages 48-50, records of King County, which property is located in King County, Washington, and

WHEREAS, it is the desire of said parties that said covenants be recorded and that said protective covenants be thereby impressed upon said land, now therefore

IT IS HEREBY MADE KNOWN THAT said parties do by these presents make, establish, confirm and hereby impress upon Reinwood Div. No. 1, an addition to King County, Washington, according to plat thereof recorded in Volume 105 of Plats, Pages 48-50, records of King County, Washington, which property is all located in King County, Washington, the following protective covenants to run with said land, and do hereby bind said parties and all of their future grantees, assignees and successors to said covenants for the term hereinafter stated and as follows:

1. The area covered by these covenants is the entire area described above.
2. 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, a private garage for not more than three cars.
3. No dwelling shall be permitted on any lot at a cost of less than \$35,000 (exclusive of land), based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost permitted stated herein for the minimum permitted dwelling size. The ground floor of the main structure, exclusive of one story open porches and garages, shall not be less than 1600 square feet for a one story dwelling, nor less than 1200 square feet for a dwelling of more than one story.

Filed for Record at Request of

B DOUGLAS WEBB

100.51 119 PL NE

WITNESS SA 9&11 page 1 of 6

Dec 22 11 40 AM '77

RECORDED

12-22-77

7712220722

4. No building shall be located on any lot nearer to the front lot line or nearer to the side street than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 20 feet to the front line, or nearer than 10 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line. No dwelling shall be located on any lot nearer than 20 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. In any case, County regulations shall prevail where more restrictive.
5. 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 direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through channels in the easements.
6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or which may become an annoyance or nuisance to the neighborhood.
7. No structure of a temporary character, trailer, mobile home, 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.
8. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finish painting, within six (6) months from date of start of construction except for reasons beyond control in which case a longer period may be permitted.
9. 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 sales period.
10. 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.

12-22-77

7712220722

11. 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.
12. No individual water supply system shall be permitted on any lot unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of County Public Health authorities.
13. No slope area (greater than 30% slope) shall be denuded of its natural vegetation. The purpose of this covenant is to prevent erosion of the sloped areas.
14. No lot shall be subdivided whereby the resulting lot is smaller than the original lot. (Lots may be divided and grouped together to form larger tracts.)
15. No boats, trailers, motor homes, disabled vehicles or other similar vehicles shall be parked or stored on any lot in a position whereby said vehicle will be visible either from the street or from the homes on the other lots.
16. No fences shall be erected on any lot except as approved by the Architectural Control Committee. Only rustic fences will be permitted in any event.
17. No living, native evergreen plant material shall be removed from the setback areas as listed in Covenant #4 above except for the minimum clearing necessary for the installation of required driveways and utilities.
18. 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.
19. 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.
20. No individual sewage disposal system shall be permitted on any lot unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of County Public Health authorities. Approval of such system as installed shall be obtained from such authority.
21. The maintenance of the planter islands shall be the sole responsibility of those lots directly abutting said islands.

2-22-77

7712220722

22. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot unless similarly approved. Approval shall be as provided in Paragraphs 23 and 24.

23. The Architectural Control Committee is composed of:

George Scannals
James R. Pagel
B. Douglas Webb

P.O. Box 2296 Lynnwood, Wa.
P.O. Box 2296 Lynnwood, Wa.
16031-119th Pl. N.E. Bothell, Wa.

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. After the sale of all lots shown on the proposed Plat of Reinwood Div. #1., the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee.

24. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction for which plans and specifications have been submitted is commenced prior to the completion of construction, approval will not be required and the related covenants shall be deemed to have been fully complied with.

25. 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 thirty (30) years from the date these covenants are recorded, after which time such covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then-owners of the lots has been recorded, agreeing to change the covenants in whole or in part.

26. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

27. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF the undersigned have affixed their signatures.

REINTREE CORPORATION

By: *George Samuels*
George Samuels, President

WASHINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION

By: *E. K. Knutson*
E. K. Knutson, Executive Vice President

7712220722


12-22-77

7712220722

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 14th day of September, 1977 before me the undersigned, a Notary Public in and for the State of Washington duly commissioned and sworn personally appeared George Samuels to me known to be the President of Reintree Corporation, 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 he is authorized to execute the said instrument.


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


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

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 14th day of September, 1977, before me the undersigned, a Notary Public in and for the State of Washington duly commissioned and sworn personally appeared E.K. Knutson to me known to be the Executive Vice President of Washington Federal Savings And Loan Association, 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 he is authorized to execute the said instrument.

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


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

12