

**Return Address:**

62nd Avenue SW LLC  
400 112<sup>th</sup> Ave. NE Ste. 400  
Bellevue, WA 98004



**20200130001028**

COVENANT Rec: \$221.00  
1/30/2020 2:40 PM  
KING COUNTY, WA

(15) / 117<sup>50</sup>  
FIRST AMERICAN W 118228

**KING COUNTY AUDITOR/RECORDER'S INDEXING FORM**

<b>DOCUMENT TITLE(S):</b> 1. DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
<b>REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:</b> 3029805-LU, 3030188-LU, 6631023-CN Additional reference numbers are on page <u>N/A</u> of document.
<b>DECLARANT, GRANTOR AND GRANTEE:</b> 1. 62nd Avenue SW LLC, a Washington limited liability company Additional names on page <u>N/A</u> of document.
<b>LEGAL DESCRIPTIONS:</b> (abbreviated i.e. lot, block, plat, section, township, and range) Olson Land 5 <sup>th</sup> Add Lots V-Z, of Seattle ULS #30333716-LU REC # 20191213900003 and Lots Y-Z of Seattle ULS #30333717-LU REC # 20191118900003 Located in Lot 34, 35 of Blk 13, Vol 27, Page 12. Full legal descriptions are on page <u>N/A</u> of document.
<b>ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBERS:</b> 637300-0170
The Auditor/Recorder will rely on information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS**

THIS DECLARATION running with the land, executed this 10th day of January, 2020, by 62nd Avenue SW LLC, a Washington limited liability company, (the "Declarant"), is made with reference to the following facts:

**ARTICLE 1 – RESIDENCE DEVELOPMENT**

1.1 Declarant is the Owner of certain real property ("Property") legally described as Unit Lots V-Z inclusive, City of Seattle Unit Subdivision No. 30333716-LU under King County Recording No. 20191213900003 and Unit Lots Y & Z inclusive City of Seattle Unit Subdivision No. 30333717-LU under King County Recording No. 20191118900003.

1.2 Declarant has constructed seven (7) residential Structures on Lots V-Z of Seattle Unit Subdivision No. 30333716-LU and Unit Lots Y & Z inclusive City of Seattle Unit

**EXCISE TAX NOT REQUIRED**  
King Co. Records Division  
By [Signature] Deputy

RECORDING REQUESTED BY  
FIRST AMERICAN TITLE COMPANY  
AS AN ACCOMMODATION ONLY

Subdivision No. 30333717-LU under King County Recording No. 20191118900003 that are the subject of these Covenants, Conditions, Restrictions and Easements.

1.3 The addresses of the three (3) Unit Parcels are as follows:

1.3.1 Unit Lot V- Unit Sub 30333716-LU- 3019A 62<sup>nd</sup> Ave. SW.

1.3.2 Unit Lot W- Unit Sub 30333716-LU- 3019B 62<sup>nd</sup> Ave. SW.

1.3.3 Unit Lot X- Unit Sub 30333716-LU- 3019C 62<sup>nd</sup> Ave. SW.

1.3.4 Unit Lot Y Unit Sub 30333716-LU- 3019D 62<sup>nd</sup> Ave. SW.

1.3.5 Unit Lot Z- Unit Sub 30333716-LU- 3019E 62<sup>nd</sup> Ave SW.

1.3.6 Unit Lot Y- Unit Sub 30333717-LU- 3017A 62<sup>nd</sup> Ave SW

1.3.7 Unit Lot Z- Unit Sub 30333717-LU- 3019B 62<sup>nd</sup> Ave SW

Declarant hereby declares that the Parcels shall be held, conveyed, divided, encumbered, hypothecated, leased, rented, used, occupied and improved subject to the following covenants, conditions, restrictions and easements, all of which are hereby declared, established, expressed and agreed (a) to be for the benefit and protection of the Property, its desirability, value and attractiveness, (b) to be for the benefit of the Owners and Mortgagees of the Parcels, (c) to run with the land and be binding upon all parties having or acquiring any right, title or interest in the Property or any part thereof, (d) to inure to the benefit of every portion of the Property and any interest therein, and (e) to inure to the benefit of and be binding upon such successor and assignee in interest of each Owner and of Declarant.

## **ARTICLE 2 – DEFINITIONS**

2.1 “Declarant” shall mean 62nd Avenue SW LLC, a Washington limited liability company.

2.2 “Declaration” shall mean this Declaration and any Amendments thereto.

2.3 “Easement” shall mean any ingress/egress, pedestrian, utility or any other location or access related area as designated in previously recorded Easements, Unit Lot Subdivision, and/or in this Declaration, granted for the purpose of allowing fencing, landscaping, utilities or access to adjoining property Owners, their invited guests and/or civil or private contractors, for purposes of improvement, maintenance or repair.

2.4 “Lot” or “Parcel” shall mean any one of the seven (7) separate parcels of land which constitute the Property, referred to as Unit Lots A, B & C on the face of the Unit Lot Subdivision 30333716-LU and Unit Lots Y & Z inclusive City of Seattle Unit Subdivision No. 30333717-LU under King County Recording No. 20191118900003 and Each Lots

shall include the land and the Residence located on such land. For purposes of this Declaration, the term "Lot" shall be used interchangeably with the term "Parcel".

2.5 "Lot Owner" or "Owner" shall mean the owner(s) of record of a fee simple title to any Lot or Parcels, which are part of the Property (including the Vendee under a real estate contract), but excluding those having interests merely as security for the performance of an obligation.

2.6 "Mortgage" shall mean a recorded Mortgage or Deed of Trust that creates a lien against a Parcel, and shall also mean a Real Estate Contract for the sale of a Parcel.

2.7 "Mortgagee" shall mean the designated owner or designee of the beneficial owner, or an encumbrance on a Lot created by a Mortgage or Deed of Trust, and shall also mean the vendor or assignee of a vendor of a Real Estate Contract for the sale of a Parcel.

2.8 Omitted

2.9 "Property" shall mean that certain real property described in the City of Seattle Unit Lot Subdivision No. 30333716-LU as Unit Lots V-Z. King County Recording No. 20191213900003 and Unit Lots Y & Z inclusive City of Seattle Unit Subdivision No. 30333717-LU under King County Recording No. 20191118900003.

2.10. Omitted

2.11 "Unit Lot Subdivision" shall constitute the Real Property referred to as Unit Lots V-Z on the face of City of Seattle Unit Subdivision No. 3033716-LU, under King County Recording No. 20191213900003 and Unit Lots Y & Z inclusive City of Seattle Unit Subdivision No. 30333717-LU under King County Recording No. 20191118900003.

2.12 "Structure" shall mean any building, fence, wall, driveway, walkway, patio, or any other improvements of a Parcel.

2.13 Omitted.

2.14 "Utility/Utilities" shall mean common utilities such as gas, electric, sewer, water, detention system, gutters or downspouts, phone, cable, security systems and any other utility which is routed or placed either above or below ground.

### **ARTICLE 3 -- EASEMENTS**

3.1 Grant of Internal Structural Easements for Utilities. Certain electrical power wires, natural gas pipelines, cable wires, phone wires, water pipelines and plumbing pipelines which provide services to the Parcels were installed within the Residences at locations which are not clearly identified on any map or plan. Such wires, pipes and lines were installed between the floor, ceiling joists and/or in the Party Walls in accordance with and in observation of building code requirements, but without regard to boundaries of ownership.

Declarant declares a Utilities Easement for utility purposes over and across each Lot where such wire, pipe and/or line currently lies in favor of the Parcels served by such wires, pipes and/or lines. In the event any repair or replacement of any such wire, line or pipe is required by any Lot Owner(s), and such repair or replacement requires entry into another Lot Owner(s)' or Residence (the "Consenting Lot Owner(s)") (i.e., the Owner(s) of the Lot which will be entered), the Consenting Lot Owner agrees to grant reasonable rights of entry for such purposes and further grants such other Lot Owner(s) the right to make such repairs or replacements from within such Consenting Lot Owner(s)' or Residence, on condition that the Lot Owner(s) in need of such entry and such work pays the cost of such work and restores the Consenting Lot Owner(s)' or Residence to the same condition it was before such entry and work therein. This provision is intended to be interpreted in favor of the Consenting Lot Owner(s) who must grant entry for such purposes and shall be liberally interpreted to ensure that a Consenting Lot Owner(s) is not damaged by such work.

**3.2 Grant of External Easements.** Declarant declares the following easements for ingress, egress and Utilities, including, but not limited to, electrical power wires, natural gas pipelines, cable wires, phone wires, security systems, water pipelines, plumbing pipelines, drainage pipelines, retention system and mail service, and related equipment as follows:

3.2.1 Declarant declares Utility easements over each and every Lot for all typical utility and service purposes, including, but not limited to, electrical power wires, natural gas pipelines, cable wires, phone wires, security systems, water pipelines, plumbing pipelines, drainage pipelines, retention system and mail service to all of the Parcels, for the utilities and services as constructed, but the location not specifically called out as an easement area on the Unit Lot Subdivision. The intent of this easement is to allow the suppliers of such utility services a reasonable right of access and right to perform improvements, maintenance and repair of the utility service systems.

3.2.2 Declarant declares an underground easement under each and every Lot for the purpose of a storm water detention system installed underneath the Ingress, Egress and Utility Easement Area depicted on the Unit Lot Subdivision, as constructed.

3.2.3 Declarant acknowledges that the Lot Owners of the Parcels described in City of Seattle Unit Lot Subdivision #30333716-LU and #3033717-LU are each provided parking located on each Seattle Unit Lot Subdivision #3033717-LU and are the intended beneficiaries of a parking easement granted in City of Seattle Unit Lot Subdivision #3033717. Parking spaces are hereby assigned to each of the Parcels as follows:

3.2.3.1 Parking stalls 1 and 2 on the Ingress Easement Parking and Storage and Easement Area (City of Seattle Unit Lot Subdivision

#3033717-LU) are assigned to City of Seattle Unit Lot Subdivision #3033717-LU, Unit Lot Y (3017A 62nd Ave. SW.).

3.2.3.2 Parking stalls 9 and 10 on the Ingress Easement Parking and Storage and Easement Area (City of Seattle Unit Lot Subdivision #3033717-LU) are assigned to City of Seattle Unit Lot Subdivision #3033717-LU, Unit Lot Z (3017B 62nd Ave. SW.).

3.2.3.3 Parking stalls 3 and 4 on the Ingress Easement Parking and Storage and Easement Area (City of Seattle Unit Lot Subdivision #3033717-LU) are assigned to City of Seattle Unit Lot Subdivision #3033716-LU, Unit Lot V (3019A 62nd Ave. SW.).

3.2.3.4 Parking stall 5 on the Ingress Easement Parking and Storage and Easement Area (City of Seattle Unit Lot Subdivision #3033717-LU) is assigned to City of Seattle Unit Lot Subdivision #3033716-LU, Unit Lot W (3019B 62nd Ave. SW.).

3.2.3.5 Parking stall 6 on the Ingress Easement Parking and Storage and Easement Area (City of Seattle Unit Lot Subdivision #3033717-LU) is assigned to City of Seattle Unit Lot Subdivision #3033716-LU, Unit Lot X (3019C 62nd Ave. SW.).

3.2.3.6 Parking stall 7 on the Ingress Easement Parking and Storage and Easement Area (City of Seattle Unit Lot Subdivision #3033717-LU) is assigned to City of Seattle Unit Lot Subdivision #3033716-LU, Unit Lot Y (3019D 62nd Ave. SW.).

3.2.3.7 Parking stall 8 on the Ingress Easement Parking and Storage and Easement Area (City of Seattle Unit Lot Subdivision #3033717-LU) is assigned to City of Seattle Unit Lot Subdivision #3033716-LU, Unit Lot Z (3019E 62nd Ave. SW.).

3.2.4 The Ingress, Egress and Driveway Easement driveway access to each Unit Lot shall be maintained at all times to provide the owners, guests and tenants of each Unit Lot access to their designated parking area.

3.2.5 The intent of these easements is to direct and grant Owners, their guests and service providers, and the suppliers of such utility services, a reasonable right of access to the Property and right to make necessary repairs and replacement of component parts of the utility service systems on the Property. The Owners of the Parcel(s) which benefit from any work in such Ingress, Egress and Utility Easement Area shall bear the cost of such repair and replacement, and are obligated to restore the ground surface, vegetation, fences or structures to the same condition prior to such utility repair or replacement. The fact that utility services are located

on one specific Lot shall not impose any greater obligation of maintenance of any utility services upon the Owners of that Lot than on any other Lot Owners.

3.3 Encroachment. Omitted

**ARTICLE 4 – SHARED MAINTENANCE**

4.1 Fences. The costs of reasonable repair and maintenance of the common fences located between any Unit Lots shall be shared equally by those Lot and or Unit Lot Owners.

4.2. Address Sign. The cost of reasonable repair and maintenance of the address sign located on the western portion of Lot V shall be shared equally by the Lot owners.

4.3. Sidewalks. The cost of reasonable repair and maintenance of the common sidewalks located on the City of Seattle Unit Lot Subdivisions #30333716-LU and #3033717 shall be shared equally by all Lot owners.

4.4 Damage and Destruction. In the event a fence is damaged or destroyed, including by fire, windstorm, earthquake or other casualty, the following rules shall apply:

4.4.1 Sole Negligence or Fault. If such damage or destruction was caused by the sole negligence or fault of the Lot Owner(s) who shares the fence, including any acts of omission of such Lot Owner(s)' guests, invitees, tenants or subcontractors, such Lot Owner(s) shall promptly take all necessary steps to repair such damage and restore the fence to the condition it was prior to such damage or destruction, at the sole expense of such Lot Owner(s).

4.4.2 Other Causes. If such damage or destruction was caused other than by the sole negligence of one Lot Owner who shares the fence, then both Lot Owners who share the fence shall promptly repair such damage or restore the fence to the condition it was prior to such damage or destruction. The Lot Owners shall contribute equally to the cost of such repair or restoration.

4.5 Hold Harmless. Each Lot Owner shall indemnify and hold harmless the Owners of any adjoining Lot for any labor or material liens arising from work done or material supplied to make repairs or improvements for such Owners' Lot.

**ARTICLE 5 – RESTRICTIONS**

5.1 Satellite Dish and Antenna. No Lot Owner shall be permitted to install, erect and/or maintain any satellite dishes which are larger than twenty-four inches (24") in diameter, and no such dish shall be situated in such a way as to unduly interfere with another Lot Owner's view. "Ham" radio antenna and antennas of a similar type are prohibited.

5.2 Yard Light. The existing exterior lighting fixtures were selected and installed by Declarant to provide walkway lighting. Existing lighting fixtures may from time to time be replaced with fixtures that similarly cast indirect light. The wattage or candlepower of



new or replacement light bulbs shall not be unreasonably increased. Lot Owners may install additional external lighting fixtures, provided that such additional lights do not unreasonably cast direct light in the windows of another Lot Owner's Residence.

5.3 Pets. No animals or fowl shall be raised, kept or permitted on any Parcel, excepting only domestic dogs, cats and/or caged birds kept within the dwelling unit; provided such dogs, cats and pet birds are not permitted to run at large and are not permitted to be kept, bred or raised for commercial purposes or in unreasonable numbers. All dogs shall be kept on leashes, except in fenced open yard areas. When a Lot has a private fenced open space area, permitted pets are allowed to roam freely in that private space, so long as such yard area is kept clean and sanitary. Owners shall promptly remove all pet feces.

5.4 Parking Limitation. There shall be no parking of vehicles, boats, trailers or RV's in the Ingress, Egress and Utility Easement Area, unless mutually agreed upon by all Lot Owners, and except as specifically provided in Section 3.2.3 of this agreement. Parking of vehicles is permitted only in designated and assigned parking spaces, as described in Section 3.2.3 above. No vehicle may be parked in a manner which blocks or impairs another Owner's vehicular access to their designated and assigned parking space.

5.5 Clotheslines. No clotheslines shall be located so as to be visible from the street or other Parcels.

5.6 Personal Property. All personal property of any kind, including, but not limited to, bicycles, tricycles, scooters, baby strollers, plastic or other swimming pools, hiking or bicycling equipment, boats, kayaks, canoes, recreational vehicles, outboard motors, engines, garden equipment or tools, shall be stored within the Residence and not left lying about any Parcel. However, patio furniture and one (1) barbecue are specifically excluded from this restriction.

5.7 Window and Door Treatments. All window treatments, such as draperies or blinds, shall appear to be white or off white to an observer standing outside any Residence. No storm doors, exterior awnings, exterior blinds or other exterior window treatments shall be erected, installed or attached to any Residence on any Parcel.

5.8 Signs. No advertising signs, billboards or unsightly structures shall be erected on any Lot or displayed to the public from any Parcel, except for standard "for sale" and "for rent" realty signs.

5.9 Nuisances. No nuisances shall be permitted to exist on or operate upon any Lot which is offensive, disturbing or materially adversely interferes with another Owner's peaceful enjoyment of their Lot (i.e., excessive noise, emission of noxious odors, dust and accumulation of unsightly debris). Any dispute relating to an Owner's activities or behavior asserted to constitute a nuisance or material adverse interference with another Owner's peaceful enjoyment of their Lots shall be resolved by arbitration in accordance with Section 12.6 below.

## **ARTICLE 6 -- INSURANCE**

6.1 Owner's Insurance. Each Owner shall continuously maintain in effect insurance with respect to their Lot and their Residence covering casualties and liabilities typically covered by homeowner's insurance. Casualty insurance must be in an amount equal to the entire cost of rebuilding or replacing the insured Residence. Upon request by any Owner sharing a Party Wall with another Owner, the other Owner shall provide satisfactory written evidence that such insurance is being maintained, and that all premiums therefore have been paid. If an Owner fails to obtain any required insurance or fails to pay the premium therefore promptly when due, the other Owner may (but shall not be obligated to) obtain such insurance and/or make such payments for such Owner, and collect the costs of such payment from that other Owner.

6.2 Reconstruction. In the event of damage or destruction by fire or other casualty to any Lot and the improvements thereon, including a Residence located thereon, the Owner thereof shall, upon receipt of insurance proceeds, promptly repair or rebuild such damage or destroyed portions of the Parcel, improvements and Residence in a good and workmanlike manner substantially in accordance with the original plans and specifications for such Residence.

## **ARTICLE 7 -- MAINTENANCE**

7.1 Maintenance of Property. Each Lot Owner shall, at their own expense, keep the Lot owned by such Owner, and all improvements therein and thereon, in a clean and sanitary condition, free of rodents and pests, and in good order and repair, and free of debris, in a manner and with such frequency as is consistent with good property management, and/or as is consistent with the maintenance maintained by the other Lot Owners, whichever standard is higher, and shall do all redecorating, painting, landscaping and maintenance at any time necessary to maintain the good appearance and condition of the Lot and Structure. Each Owner shall maintain the yard and landscaping improvements located on their Lot within each respective fenced area, including, but not limited to, lawn mowing, fertilizing (being mindful and respectful of the health and safety of other Owner's pets) and pruning the grass, shrubbery, trees and other plantings on a routine basis in accordance with good customary residential yard maintenance practices within the Subdivision, and shall be mindful of view corridors available to the adjoining Lot Owners in the placement of trees, shrubs and other vegetation.

7.2 Painting, Roofing and Weather Protection. Notwithstanding any other provisions of maintenance required in any other documents, at a minimum, the Owners of each Residence shall maintain the roof, gutters, caulking, exterior paint and other weather protection related improvements of such Owner's Residence as follows:

7.2.1 At regular annual times, and after major storm events, the Lot Owner shall have inspected the roofs, gutters, storm drains or other weather protection items. In the event of damage, deterioration or destruction of the roof, gutters or other weather protection related improvements of a Lot Owner's Residence, such



Lot Owner shall promptly repair or replace the damaged, deteriorated or destroyed roof, or portion thereof, with particular care and attention to damages which may be caused to the adjoining Residence if such work is ignored, delayed or not accomplished in a timely and efficient manner. Each Lot Owner owes their adjoining Lot Owner a duty to maintain and repair all such damages, deterioration and destruction in a prompt and professional manner.

7.2.2 In the event any roofing, rain gutter or other weather protection related improvements are replaced, the parties agree that all replacement materials shall be of comparable quality as the existing construction and be selected from materials which closely approximate the original color.

7.2.3 In addition to all duties described herein to maintain and repair the Residence, it is suggested that the Lot Owners re-paint or re-stain the exterior of the building(s) within the first five (5) years of occupancy and each tenth (10) anniversary of the first repainting thereafter. Notwithstanding this suggestion, the Lot Owners shall be obligated to re-paint or re-stain the exterior of the building(s) on the Property before each tenth (10th) anniversary of occupancy commencing in January 2028. The Residence Owners shall designate one (1) Owners to solicit three (3) itemized bids, with the cost to be individually listed by the contractor for each Residence Parcel, for re-painting or re-staining the Residence building from a reputable, licensed painting contractors doing business in King County, Washington, one hundred eighty (180) days before the expiration of said tenth (10th) anniversary. The Residence owner may participate in the bid process by mutual agreement with the Residence Owners or may separately select a contractor to re-paint or re-stain the Residence. The Residence Owners shall jointly contract with the contractor approved or selected by them, and shall share the cost of all repainting and re-staining equally unless otherwise unanimously agreed upon by all Residence Owners.

7.2.4 In the event any Residence Owners fail to participate in the process of soliciting bids, selecting the contractor and/or contraction for the re-painting, re-staining or the re-roofing work, the remaining Residence Owner is authorized to proceed without such nonparticipating Residence Owner's cooperation and are authorized to contract for such work, including work on the Residence of such nonparticipating Owner. Notwithstanding the nonparticipation by any Residence Owner, such Owner shall not be relieved of such Owner's liability for paying the costs of such work. This provision is intended to benefit the participating Residence Owner and contractor selected to perform such work.

7.2.5 The Lot Owner of each individual Residence Lot shall be solely responsible for the cost and payment of any and all maintenance or repair performed on their respective Structures.

7.2.6 The color of any paint or stain or the color of any replacement or new roofing shall be approximately the original color, unless both Lot Owners agree to change from the original color scheme.

7.3 Maintenance of Easement Areas. Each Lot shall share equally in the costs of repair and maintenance of the Ingress, Egress and Utility Easement Area. The Lot Owners shall collectively determine the time and manner of repair and maintenance of the Ingress, Egress and Utility Easement Area, the time and manner of payment therefore by the Lot Owners, and all other matters relating to the repair and maintenance of said easements. In the absence of a unanimous collective determination of such work and/or payment, the voting provisions of Section 8 below shall apply.

7.4 Utilities within Parcels. Owners shall maintain all Utilities within their Lot up to the stub in the main line.

7.5 Interfering Structures. Declarant grants that no structure shall be built on a Lot in such a manner as to prohibit routine maintenance and repair of any Structure, and access for repair and maintenance shall not be denied.

## **ARTICLE 8 – COST OF MAINTENANCE**

8.1 Individual Expenses. Individual Lot Owners shall maintain exterior lighting, including the replacement of light bulbs. Exterior lights which draw power from any given Lot shall be maintained by such Lot Owners.

8.2 Shared Expenses. The following expenses are indicative of the expenses which by this Declaration are intended to be shared equally by all Lot Owners: (a) maintenance and repair of improvements in the Ingress, Egress and Utility Easement Area; (b) maintenance and repair of common Utilities in any portion of the Property, including common fence; (c) maintenance and repair of the drainage and retention system; (d) maintenance and repair of the address sign; and (d) required repainting of Structures.

8.3 Rate of Sharing of Expenses. All shared expenses shall be paid by the Lot Owners at the uniform rate of one-seventh (1/7) per Lot, unless otherwise agreed to in writing by the Lot Owners.

8.4 Decisions. In order to provide a structure and procedure for decisions and actions which affect more than one Lot Owner, or which pertain to the Ingress, Egress and Utility Easement Area or maintenance or repair of improvements located in the Ingress, Egress and Utility Easement Area, or which involve a shared expense; every Lot Owner, by acceptance of a deed or contract for such Parcel, is hereby deemed to covenant and agree to be bound by the voting procedure set forth herein. Such voting right 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. Ownership of a Lot shall be the sole qualification for voting.

8.5 Voting. Each Lot shall vest its Owner(s) with one (1) vote on all matters. No Lot shall be entitled to more than one (1) vote. Parcels owned by a husband and wife, or jointly by more than one individual or entity, shall be entitled to only one (1) vote per Lot by the Lot Owners cumulatively and not individually. Matters involving repair and maintenance of improvements in the Ingress, Egress and Utility Easement Area and/or the drainage and retention system, as well as matters involving alterations or improvements located in the Ingress, Egress and Utility Easement Area shall require an affirmative five-sevenths (5/7) vote of Lot Owners of Unit Lots V-Z per City of Seattle Unit Subdivision 30333716-LU and Unit Lots Y-Z per City of Seattle Unit Subdivision #3033717-LU

8.6 Extraordinary Use - Costs. In the event one or more Lot Owners should, by their use of the Ingress, Egress and Utility Easement Area or improvements thereon, damage or cause the area or improvements in such area to be subjected to other than reasonable wear and tear, the Lot Owners subjecting such Ingress, Egress and Utility Easement Area to extraordinary use shall have the obligation to repair such damage or unreasonable wear and tear, and shall cause the repairs to be completed and pay for all such costs.

8.7 Lien for Nonpayment of Repairs - Maintenance. In the event of any repair, maintenance or improvement, where the cost of said repair, maintenance or improvement is to be borne by one or more of the Lot Owners as set forth herein, and where any such Lot Owner or Owners fails or refuses to pay their share of any such repair, maintenance or improvement in a prompt and timely manner, but in no event later than thirty (30) days of invoice, and to the extent that another Lot Owner or Owners pays for more than their share of the cost of such repair, maintenance or improvement (whether authorized by this Agreement, by mutual agreement or as a result of private arbitration), the Owner or Owners making such payment shall be entitled to place a lien upon the Lot of the Owner who has failed or refused to pay their share of said repair, maintenance or improvement. Said lien shall be for the amount unpaid together with interest thereon from the date said obligation became delinquent at the highest rate of interest chargeable in the state of Washington, pursuant to RCW 19.52.020, on the date said obligation became delinquent, but in no event less than twelve percent (12%) per annum, and no more than eighteen percent (18%) per annum. Any costs or attorneys' fees incurred in perfecting the same or in enforcement thereof shall also become a lien upon the Lot of the nonpaying Owner, together with interest thereon at the aforesaid rate. In the event of nonpayment, the lien may be foreclosed judicially in the same manner and method as a mortgage under RCW 61.12.

8.8 Personal Liability. The liability of a Lot Owner for Shared Expenses under the terms of this Declaration shall be the personal obligation of the Owner(s) of the Lot at the time such obligation became due. The personal obligation by such Owner shall not be relieved by sale or transfer of the Parcel and shall not become the personal obligation of the Lot Owner(s)' successors in interest unless expressly assumed by the successors in interest. The new Lot Owner shall be personally liable for shared expenses or other charges which become due on or after the date of sale or transfer. Provided, however, that nothing

in this Section shall relieve the Lot or Lot Owner from liability for such shared expenses or the lien therefore.

#### **ARTICLE 9 – MORTGAGE PROTECTION**

9.1 Abandonment of Declaration. No Owner shall, without consent of all first Mortgagees of record of the Parcels, seek by act or omission to abandon this Declaration or cause any Lot to be removed from the provisions hereof.

9.2 Partitions and Subdivisions. No Owner shall combine or subdivide any Lot or accept any proposal to do so without the prior approval of all first Mortgagees of record of the Parcels.

9.3 Effect of Declaration Amendments. No amendment to this Declaration shall be effective to modify, change, limit or alter the rights expressly conferred upon Mortgagees in this instrument with respect to any unsatisfied mortgage duly recorded unless the amendment shall be consented to in writing by the holder of such mortgage.

#### **ARTICLE 10 – COMPLIANCE WITH DECLARATION**

10.1 Enforcement. Each Owner shall comply strictly with the provisions of this Declaration as the same may be lawfully amended from time to time. Failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the aggrieved Owner against the Owner failing to comply.

10.2 No Waiver of Strict Performance. The failure of an Owner in any one or more instances to insist upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option contained herein, or to serve any notice or institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect.

#### **ARTICLE 11 – INDEMNITY**

Each Lot Owner shall be responsible for and shall pay all direct and indirect costs of restoring and repairing any damage resulting from the negligent or intentional acts of that Lot Owner, or any resident of that Owner's Lot, of the Lot Owner's and/or resident's licensees, invitees and guests, and of any other person going to or coming from that Lot Owner's Lot. Each Lot Owner shall defend, indemnify and hold harmless each and every other Lot Owner from lawsuits, liabilities, damages and expenses of any nature whatsoever (including attorneys' fees and costs) relating to any injuries to persons or damage to property arising in connection with either the use of the Ingress, Egress and Utility Easement Area, or otherwise in exercising any of its rights provided in this Declaration.

**ARTICLE 12 – GENERAL**

12.1 Declaration – Binding Effect. The Parcels shall be held, sold and conveyed subject to easements, covenants, conditions, charges, liens and restrictions previously recorded, set forth herein, and on the Unit Lot Subdivision. This Declaration is created for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. All easements, covenants, conditions, charges, liens and restrictions set forth herein shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in any Parcel, and shall inure to the benefit of each Lot Owner thereof, and are imposed upon each Lot as a servitude in favor of each and every other Lot as the dominant tenement or tenements.

12.2 Term. This Declaration shall be effective in perpetuity unless terminated by a termination agreement executed by the then Owners of one hundred percent (100%) of the Parcels. Any termination agreement must be in writing, signed by the Lot Owners, and must be recorded with the King County Auditor.

12.3 Amendment by Lot Owners. This Declaration can be amended only by an affirmative vote of one hundred percent (100%) of the Lot Owners; provided, however, no amendment shall be passed which materially impairs the substantial rights of a Lot Owner as established herein. Any such amendment must be in writing, signed by the Lot Owners, and recorded with the King County Auditor, provided also that no amendment to this Declaration shall amend the voting requirements contained in Section 8 without the affirmative vote of one hundred percent (100%) of the Lot Owners.

12.4 Amendment by Declarant. Declarant may unilaterally amend this Declaration at any time and for any purpose so long as it owns any Lot, provided that any such Amendment does not discriminate in favor of the remaining Lot(s) owned by Declarant. Any such Amendment must be in writing, signed by Declarant, and recorded as described in Section 12.3 above.

12.5 Notice. Any notice required hereunder shall be deemed effective when personally delivered or three (3) days after mailing by certified and regular mail to the Lot Owners of public record at the time of such mailing, and to such Lot Owners' addresses as they appear on the King County Assessor's tax records, and to the street addresses of the Parcels herein.

12.6 Amendment by Court Action. Any Lot Owners shall have the right to seek amendment by way of civil suit wherein the basis for the amendment is either: (a) governmental requirements, or (b) manifest unfairness due to substantially changed circumstances beyond the control of the Lot Owners seeking the amendment. In any such court action, the court may exercise its equitable powers to grant such relief as is deemed appropriate.

12.7 Arbitration. Other than the foreclosure of a lien which may be accomplished judicially as set forth in Section 8.7 above, or the judicial enforcement of any judgment



obtained as hereinafter described, any disagreement between or among the Owners with respect to the interpretation or application of this Declaration or the obligations arising there under shall be determined exclusively by binding arbitration in King County, Washington, all in accordance with the Commercial Rules of the American Arbitration Association then in effect (if no such Rules are then in effect, then subject to any similar rules of arbitration then commonly in use in Seattle, King County, Washington). Said dispute or disagreement shall be determined by a single, independent arbitrator, selected by agreement between the disputing Owners within ten (10) days after any disputing Owner has notified the other in writing that the said Owner desires any dispute between them to be settled by arbitration. In the event the Owners cannot agree to the selection of an arbitrator within said ten-day period, the dispute shall be referred to JAMS/Endispute, or such other private mediation or arbitration service as the Owners may agree, which service shall select an arbitrator to hear and decide the dispute. The arbitrators designated and acting under this Declaration shall make their decision in strict conformity with the rules of the American Arbitration Association. In accordance with such rules, the arbitrator shall determine the controversy in accordance with the laws of the state of Washington as applied to the facts. Each Owner shall pay their own costs and expenses associated with the preparation and conduct of any such arbitration, and each Owner shall pay equally the cost of the arbitrator and the expense of arbitration proceedings conducted hereunder. All arbitration proceedings hereunder shall be conducted in Seattle, Washington. The decision of the arbitrator shall be binding upon the Owners, and judgment in accordance with that decision may be entered in any court having jurisdiction thereof, in accordance with RCW 7.04. In any proceeding or litigation relating or resulting from any controversy, claim or dispute arising out of, or relating in any fashion to these covenants or the method and manner of performance hereunder or violation hereof, including a petition by a prevailing Owner for judgment on any private arbitration award, the prevailing Owner in any said dispute shall be entitled to and awarded, in addition to any other relief, a reasonable sum for attorneys' fees. If neither Owner wholly prevails, the Owner that substantially prevails shall be awarded their reasonable attorneys' fees. For the purposes of this provision, the terms "proceeding" and "litigation" shall include arbitration, administrative hearings, bankruptcy and judicial proceedings, including appeals there from.

12.8 No Waiver. Failure of any Lot Owners to enforce any provision herein shall not be deemed a waiver of the right to do so.

12.9 Costs and Attorneys' Fees. In the event of arbitration or legal action, the prevailing party shall be entitled to recovery of actual costs and reasonable attorneys' fees. For purposes of this Declaration, "legal action" shall include suits, appeals and any action, negotiations, demands or otherwise where the prevailing party has necessarily and reasonably retained an attorney. It is the intent of this provision to reimburse the prevailing party for all reasonable attorneys' fees and actual costs incurred in defending or enforcing the provisions of this Declaration, or a Lot Owner's rights hereunder.

12.10 Severability. Invalidation of any provision hereof shall not affect the other provisions, which shall remain in full force and effect. Provided, however, if invalidation




of a provision changes, as a practical matter, the effect of another provision, a court may exercise its inherent equitable power to give effect to the intent of these provisions as a whole.

DATED on the date first shown above

**DECLARANT, GRANTOR & GRANTEE:**

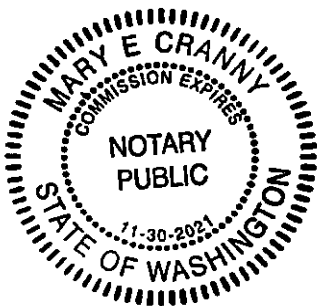
62nd Avenue SW LLC, a Washington limited  
Liability company

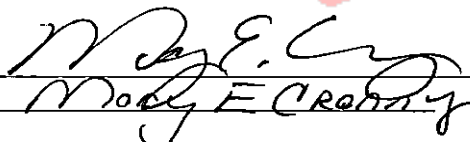
By:   
Brady King, Manager of Chrome Development  
LLC, Manager

STATE OF WASHINGTON           )  
  ) §  
COUNTY OF KING                )

I certify that I know or have satisfactory evidence that Brady King, as Manager of Chrome Development LLC, Manager of 62nd Avenue SW LLC is the person who acknowledged that they signed this instrument and on oath stated that his action was his free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: January 22, 2020.



  
Mary E. Cranny

NOTARY PUBLIC in and for the State  
of Washington residing at KING  
My commission expires: 11-30-21