

CEDAR DOWNS PROTECTIVE COVENANTS

Dated February 2, 1976
Recorded July 2, 1976

Auditor's File No. 7607020614
Cedar Downs, Inc.

CEDAR DOWNS I DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this 2nd day of February 1970 by Cedar Downs, Inc., a Washington Corporation hereinafter referred to as "Developer."

WITNESSETH

Whereas, Developer is the owner of certain real property described as Cedar Downs Div. 1 as recorded in Volume 98 of Plats, Pages 71-73, records of King County, Washington; and

Whereas, Developer will convey certain of the said properties subject to certain protective covenants, conditions, restrictions, reservations, liens, and charges as hereinafter set forth;

NOW THEREFORE, Developer hereby declares that the properties described in ARTICLE II hereof shall be held, sold and conveyed, subject to the easements for Cedar Downs Country Club, a Washington corporation and the following easements, restrictions, reservations, charges, liens, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements, restrictions, reservations, charges, liens, covenants, and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

Section 1. "The Association" shall mean Cedar Downs Homeowners Association, a Washington non-profit corporation, its successors and assigns.

Section 2. "Developer" shall mean Cedar Downs, Inc., a Washington corporation, and any assigns engaged in land development and/or wholesale land sale activities which are the same as, or similar to, those of Cedar Downs, Inc.

Section 3. "Cedar Downs Country Club" shall mean Cedar Downs Country Club, a Washington corporation, its successors and assigns.

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Section 4. “Properties” shall mean that certain real property hereinafter described in Article II and any additions thereto as are subject to this declaration or any supplemental declaration on properties hereafter platted on property described in Exhibit “A” attached hereto.

Section 5. “Common Properties” shall mean that certain real property owned by the Association for common use and enjoyment of the members of the Association and that property granted by the declaration in the plat of Cedar Downs Div. I more particularly described as follows:

Tract “A” (Entry)

Lot 1 (Entry)

Bridle Trails as indicated on Plat

Section 6. “Lot” shall mean any plot of land shown upon any recorded subdivision map of the properties with the exception of the common properties and shall include properties shown as tracts to be used for townhouses. Provided, however, that in the event a single family dwelling, its surrounding grounds and its garage or carport are so constructed as to be located on two or more contiguous “Lots”, all of said contiguous lots, fronting on the same street, shall be considered as one single “lot” for the purpose of determining assessments pursuant to Article VI of this Declaration and for the purpose of reserving appropriate utility easements pursuant to Article VIII, Section 7 of this Declaration.

Section 7. “Member” shall mean every person or entity who holds membership in the Association as provided in Article III and Article IV hereof.

Section 8. “Owner” shall mean the record owner, whether one or more persons or entities and specifically including the Developer, of a fee simple title to any lot or lots which are a part of the properties, but shall not include a contract seller or mortgagee.

Section 9. The term “real estate contract” shall not include an earnest money receipt and agreement and the terms “contract seller” and “contract purchaser” shall not include the parties to any such earnest money receipt and agreement.

Section 10. The term “the developmental period” shall mean that period of time from the date of recording of this declaration now or hereafter platted on the property described in Exhibit “A” attached hereto, have been sold by the Developer, or until such earlier date as may be agreed upon by the Developer.

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Section 11. The term “trails” shall mean those areas set aside on the plat as “Bridle Trail Easements”, the use of which may be restricted herein.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this declaration is located in King County, Washington, and is described as:

CEDAR DOWNS DIV. 1
according to plat thereof
recorded in Volume 98 of Plats,
pages 71 through 73, Records of
King County, Washington

All of which property shall hereinafter be referred to as “Existing Property”.

ARTICLE III MEMBERSHIP IN THE ASSOCIATION

Every person or entity who is the contract purchaser or record owner of fee interest in any lot or lots which are subject by covenants of record to assessments by the Developer or the Association and Cedar Downs County Club shall be a member of the Association: Membership shall be appurtenant to and may not be separated from ownership of or a contract purchaser’s interest in any lot which is subject to assessment by the Developer or the Association.

ARTICLE IV

No person shall have more than one (1) membership regardless of the number of lots owned or being purchased, and the interest of each member shall be equal to that of any other member, and no member may acquire any interest which shall entitle him to any greater voice, vote or authority in the Association than any other member except that the interest of Cedar Downs Country Club shall be as hereinafter defined.

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ARTICLE V PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Member's Easements of Enjoyment. Every member shall have the right and easement of enjoyment in and to the common properties and such easement shall be appurtenant to and shall pass with the title to, or contract purchaser's interest in, every assessed lot or building site, subject to:

- a) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purposes of improving the common property and facilities and in aid thereof to mortgage said property but the rights of such mortgagee in said property shall be subordinate to the rights of the members hereunder;
- b) The right of the Association to take such steps as are reasonably necessary to protect such mortgaged property against foreclosure.
- c) The right of the Association to suspend the voting rights of a member for any period during which any assessment against his lot remains unpaid or at any time that any other assessment against the member remains unpaid and for a period not to exceed thirty (30) days for any infraction of the Association's published rules and regulations. During the developmental period the Association shall be required to exercise its right to suspend the voting rights of a member for non-payment of an assessment, upon the request of the Developer;
- d) The right of the Association to dedicate or transfer all or any part of the common properties to any governmental unit or public agency or authority or public utility for the purposes of providing appropriate services to the owner.
- e) During the developmental period, the exercise of all of the rights and powers set forth in subparagraphs (a), (b) and (d) shall require the prior approval of the Developer.

Section 2. Delegation of Use. Any member may delegate, in accordance with the By-Laws, his right of enjoyment to the common properties and facilities.

Section 3. Title to the Common Properties. The Developer hereby covenants for itself, its successors and assigns, that it conveys and grants fee simple title to the common properties in Cedar Downs Div. 1 (which are described in Article 1, Section 5) to the Association, free and clear of all encumbrances and liens.

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ARTICLE VI COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner or contract purchaser of any lot or lots of building sites by acceptance of a deed or real estate contract therefore, whether it shall or shall not be expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Developer during the developmental period, and thereafter to the Association, as hereinafter provided: (1) Monthly assessments or charges, and (2) Special assessments for capital improvements, as hereinafter provided. The monthly and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest and costs of collection thereof (including reasonable attorney's fees) shall also be the personal obligation of the person who was the owner, contract purchaser or member of such property or membership at the time when the assessment fell due. The personal obligation shall not pass to his successors in the title unless expressly assumed by them: Provided, however, that in the case of a sale or contract for the sale of (or an assignment of a contract purchaser's interest in) any lot or building site which is charged with the payment of an assessment or assessments payable in installments, the person or entity who is the owner or contract purchaser immediately prior to the date of such sale, contract or assignment shall be personally liable only for the amount of the installments due prior to said date. The new owner or contract purchaser shall be personally liable for installments which become due on and after said date.

Section 2. Purpose of Assessments. The assessments shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the members, including, without limitations, the construction, establishment, improvement, repair and maintenance of the common properties and services and facilities related to the use and enjoyment of the common properties, a private patrol supplementing municipal fire and police protection for residents of the properties, the payment of taxes and insurance on the common properties, the installation and maintenance of the entry planting areas on the streets located within the subdivision, and perimeter fencing.

Section 3. Amount of Monthly Assessments. The amount of the monthly assessments shall be as follows:

- a) During the developmental period each owner or contract purchaser shall pay to the Developer an amount not to exceed seven dollars and fifty cents (\$7.50) per month, per lot or building site, as defined in Section 6, Article 1 (subject to

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increase pursuant to the provisions of this Section 3 and of Section 4 of this Article VI and an amount not to exceed seven dollars and fifty cents (\$7.50) per month times two-thirds (2/3) the maximum allowable density of units in any planned multi-family development within the existing property, and Cedar Downs Country Club shall be the equivalent of thirteen (13) lots, which funds shall be used for the purposes provided in Section 2 of this Article VI and for no others. The extent of the expenditures for the purposes specified shall be determined by the Developer. If the amount of any such expenditures to be made in any calendar year during the developmental period will exceed the amount of the total assessments received by the Developer, the Developer hereby covenants and agrees to advance the excess amount involved out of its own funds. If at any time the amount of the Developer's advances hereunder shall, due to unforeseen circumstances, become excessively burdensome, the Developer may increase the amount of monthly assessment, subject to approval, by a vote of two-thirds (2/3) of the members voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting.

- b) Upon termination of the developmental period each owner or contract purchaser, multi-family owner and Cedar Downs Country Club as defined in Article VI, Section 3, Sub-paragraph a) shall pay to the Association a maximum monthly assessment of \$10.00 a month per lot or building site (or, in the event that said amount has been increased as provided in the preceding Sub-paragraph a) or in Section 4 of this Article VI; provided that said maximum monthly assessments may be increased by the Association with the consent of two-thirds (2/3) of the members voting in person or by proxy, at a meeting duly called for such purposes, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. After consideration of current maintenance costs and future needs of the Association, the Board of Trustees may fix the monthly assessment at an amount less than the maximum monthly assessment. The maximum monthly assessment may be increased by the Association without the assent of two-thirds (2/3) of the members as provided in Section 4 of this Article VI.

Section 4. Increase in Monthly Assessments in Conformation with Rise in Consumer Price Index. From and after January 1, 1977 the amount of the monthly assessment may be increased effective January 1, of each year without a vote of the membership, by not more than that amount which reflects the increase, if any, of the

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U.S. Bureau of Labor Statistics Consumer Price Index (calculated on the base period: 1957-1959 equal 100) for Seattle, Washington, for "Urban Wage Earners and Clerical Workers -- All Items", for the preceding month of August. Said Index establishes a numerical rating for Seattle for the month August 1964, as 110.3. This shall be the base rating. To determine the percentage by which the monthly assessment for each subsequent year may be increased without a vote of the membership.

Section 5. Special Assessments for Capital Improvements. In addition to the monthly assessments authorized above, the Association may levy special assessments for capital improvements upon the common properties. Any such levy by the Association shall be as provided in the Articles of Incorporation and/or By-Laws of the Association, and during the developmental period shall require approval of the developer.

Section 6. Quorum for Any Action Authorized Under Sections 3 and 5. At the first meeting called, as provided in Section 3 and 5 hereof, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Section 3 and 5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Monthly Assessments – Due Dates. As to each particular lot or building site or member involved, the liability for the monthly assessment provided for in Section 3 a) and b) of this Article VI shall begin on the first day of the calendar month following the expiration of six (6) months from the date of any deed or real estate contract of sale for the lot, or building site, or on the first day of the calendar month following occupancy of the premises, whichever is earlier. Said assessment shall be due and payable on such date and on the first day of each calendar month thereafter. The due date of any special assessments under Section 5 of this Article VI shall be fixed by the resolution authorizing such assessment. However, in no event shall the member be liable for such an assessment, monthly or special, prior to the completion of offsite lot improvements for the particular lot or building site of the member, including water, road paving, power, telephone and gas service within existing property.

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Section 8. Effect on Nonpayment of Assessment – Remedies. If any assessment is not paid within thirty (30) days after it was first due and payable, the assessment shall bear interest from the date on which it was due at the rate of ten percent (10%) per annum, and the Developer or, upon termination of the developmental period, the Association may bring an action at law against the one personally obligated to pay the same and/or foreclose the lien against such property or membership, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment and all such sums shall be included in any judgment or decree entered in such suit. No owner or contract purchaser or member shall be relieved of liability for the assessments provided for herein by non-use of the common properties or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgagees. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage (and to the lien of any second mortgage given to secure payment of the purchase price) now or hereafter placed on any lot. Sale or transfer of any lot which is subject to such first mortgage of purchase money second mortgage, pursuant to a decree of foreclosure under such mortgage or in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this declaration shall be exempt from the assessments created herein:

- a) All properties owned by the Developer;
- b) All properties dedicated to and accepted by a local public authority;
- c) All common properties; and
- d) Cedar Downs Country Club except as provided in Article VI, Section 3 herein.

However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VII EXTERIOR MAINTENANCE

The Developer during the developmental period, and thereafter the Association, shall maintain all common properties and facilities, the entry and all cul-de-sac planters located on streets within the properties. Each individual owner or contract purchaser

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shall be obligated to provide exterior maintenance on his own lot. However, in the event an owner or contract purchaser of any lot subject to assessment shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Architectural Control Committee provided for in Article VIII, Section 2, the Developer or the Association, as the case may be shall have the right, through their agents or employees, to enter upon said premises and to repair, maintain and restore the lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the monthly assessment of the lot on which that work was performed.

ARTICLE VIII GENERAL PROTECTIVE COVENANTS

Section 1. Residential Character or Property. The term “residential lots or building sites” as used herein, means all of the lots now or hereafter platted on the property or the additions hereto, with the exception of the common properties. No structures or buildings of any kinds shall be erected, altered, placed or permitted to remain on any residential lot or building site other than one detached single-family dwelling for single-family occupancy only, with the specific exception of multi-family dwelling of the townhouse or garden-apartment type in the areas specifically designated for this use in the Cedar Downs comprehensive plan.

Section 2. Architectural Control and Control Committee. No building shall be erected, placed or altered on any lot or building site (single-family, detached, multi-family or commercial) on the property until the building plans, specifications and plot plan showing the nature, kind, shape, height, materials and location of such building or buildings have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to the location of the building with respect to the topography and finished ground elevation, by a committee composed of Richard Standaert, Carolyn Burke, A. Bruce Calkins, during the developmental period. At the end of the development period or when 50 residences are built and occupied, a permanent committee shall be formed as follows: The Association shall appoint two members from the list of homeowners actually residing in the subdivision of Cedar Downs and the Cedar Downs Country Club shall appoint one member. The death, resignation or removal of any member shall be replaced by the agency which made the original appointment. During the absence of any member, the remaining member or members shall have full authority to approve or disapprove such design and

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location within thirty (30) days after said plans and specifications have been submitted to the committee and if no suit to enjoin the erection of such buildings or the making of such alterations has been commenced prior to the completion of construction, such approval shall not be required and this covenant shall be deemed to have been fully complied with.

All building plans, specifications, plot map and landscape plans shall be submitted for approval to and be in accordance with the procedure established by the Cedar Downs Architectural Control Committee. It shall be the obligation of each owner to familiarize himself with the rules, regulations and procedures of the committee.

Section 3. Lot Sizes. No residential structure shall be erected or placed on any residential lot or building site which has a (lot or building site) area of less than minimum size shown on the face of the recorded plat.

Section 4. Business and Commercial Use of Property Prohibited Except Where Designated on the Cedar Downs Comprehensive Plan. 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 residential lot or building site, or within any building located on a residential lot or building site, nor shall any goods, equipment, vehicles (including buses, trucks and trailers or any description) or materials or supplies used in connection with any trade, service or business, wherever the same may be conducted, or any vehicle in excess of 6,000 pounds gross weight (including buses, trucks and trailers of any description) used for private purposes be kept, parked, stored, dismantled or repaired outside of any residential lot or on any street within the property nor shall anything be done in any residential lot which may be or may become an annoyance or nuisance to the neighborhood.

No lot, building site or tract shall be used as a dump for trash or rubbish of any kind. All garbage and other waste shall be kept appropriately stored in sanitary containers for proper disposal. Yard rakings, such as rocks, lawn and shrubbery clippings, and dirt and other materials resulting from landscaping work shall not be dumped into streets or ditches. The removal and disposal of all such materials shall be the sole responsibility of the individual lot owner. Should any individual lot owner or contract purchaser fail to remove any such trash, rubbish, garbage, yard rakings and other such materials from his property or the street and ditches adjacent thereto, within ten (10) days following the date on which notice is mailed to him by the Developer or Association, informing him of such violation, then the Developer or Association may have said trash removed and charge the expense of removal to said lot owner or purchaser. Any such charge shall

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become a continuing lien on the property, which shall bind the property in the hands of the then owner or contract purchaser, and his successors in interest. Such charge shall also be a personal obligation of the one who is the owner or contract purchaser of the lot involved on the date of removal as defined in Article VII.

Parking on any existing street will be limited by parking control signs. Violations will be handled by the Developer or the Association, who will have such vehicle removed from the prohibited area to a permissive area. Costs of removal of a vehicle will be charged to the vehicle owner. No owner or contract purchaser of any residential lot shall permit any vehicle owned by him or by any member of his family or by any acquaintance, and which is in an extreme state of disrepair, to be abandoned or to remain parked upon any street within the existing property for a period in excess of forty-eight (48) hours. Should any such owner or contract purchaser fail to remove such vehicle within two (2) days following the date on which notice is mailed to him by the Developer or the Association informing him of a violation of this provision, the Developer or the Association may have such vehicle removed and charge the expense of removal to said owner or purchaser in accordance with the provisions of the immediately preceding paragraph and Article VII. A vehicle shall be deemed to be in extreme state of disrepair when in the opinion of the Architectural Control Committee, its presence offends the reasonable sensibilities of the occupants of the neighborhood.

Section 5. Residential Use of Temporary Structures Prohibited. No trailer, basement, tent, shack, garage, barn or other out-buildings or any structure of a temporary character erected or placed on the property shall at any time be used as a residence temporarily or permanently.

Section 6. Minimum Dwelling Size. The ground floor of the main structure, exclusive of open porches, and garages, shall not be less than 1,200 square feet for a one-story dwelling, nor less than 900 square feet for the ground floor area of a dwelling of more than one story. (For the purpose of this provision, a home with a daylight basement shall be considered a dwelling of more than one story.

Section 7. Utility Easements. On each lot, an easement is granted to the Association under and upon five foot strips of land adjacent to front and rear boundary lines and to side street boundary lines and under and upon two and one-half (2½) foot strips of land adjacent to the side boundary lines (except any side street boundary lines) for utility installation and maintenance, including but not limited to, power, telephone, water, sewer, drainage, gas, etc., together with the right to enter upon such lots at all times for said purposes. Additional utility easements are granted to the Association as shown on the recorded plat and others may be recorded by the Association as Grantor.

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Section 8. Date for Completion of Construction. Any dwelling or structure erected or placed on any residential lot shall be completed as to external appearance, including finished painting, within six (6) months from the date of commencement of construction and shall be connected to the public sewer system, except in those cases where specific permission is granted by the Committee and the King County Health Department for a temporary septic tank and drain field system pending upon completion of public sewers.

Section 9. Animals. No animal, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that cats, dogs or birds may be kept if they are not kept, bred or maintained for any commercial purposes, and that they shall not be kept in numbers or under any conditions reasonably objectionable in a closely built-up residential community. Dogs shall not be allowed to roam loose outside the limits of the residential lot or building site on which they are kept.

Section 10. Signs. No signs shall be erected or maintained on any residential lot in the subdivision except that not more than one Committee approved “for sale” or “for rent” sign may be displayed on any lot.

Section 11. Mortgages Protected. Nothing herein contained shall impair or defeat the lien of any mortgage or deed of trust now or hereinafter recorded covering any lot or lots, but title to any property obtained as a result of foreclosure shall thereafter be held subject to all of the provisions herein.

Section 12. Building Setback and Fence Requirements. No building or structure shall be located nearer to the front line of the lot or nearer to the side street line than the building setback lines hereinafter provided. No building shall be located on any residential lot nearer than twenty (20) feet to the front lot line, nor nearer than an average of twenty (20) feet to any side street line, nor nearer than an average of twenty (20) feet to the rear lot line, except detached garage. No portion of any building shall be located nearer than five (5) feet to any (non-street) side lot line. A detached garage may be located within five (5) feet of the rear lot line, except where the rear lot line abuts a street or trail in which case the garage shall be located no nearer than twenty (20) feet to the rear lot line unless approved by the Architectural Control Committee as provided for in Article VIII, Section 2 hereof. No fence, wall, hedge, or mass planting other than foundation planting shall be permitted to extend nearer to any street than the minimum setback line of the residence, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two (2) feet above the finished grade at the back of said retaining wall, provided, however, that no fence,

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wall, hedge, or mass planting shall at any time, where permitted, extend higher than six (6) feet above ground. Fences shall be well constructed of suitable fencing materials and shall be artistic in design and shall not detract from the appearance of the dwelling house located on the adjacent lots or building sites or in the opinion of the Committee be offensive to the owners or occupants thereof and shall be approved by the Committee. No radio or television antennas shall be permitted to extend more than ten (10) feet above the roof line of any residence without the written approval of said Committee.

No permanently installed clothes line shall be allowed, however, umbrella or retractable type lines may be used where they cannot be seen from any street or fairway and in the opinion of the Committee are not objectionable to adjacent properties or residences.

The Architectural Control Committee shall have the authority in an individual case to make such exceptions to the building setback and fence location requirements set forth herein as said Committee shall in its controlled discretion deem necessary or advisable.

ARTICLE IX SPECIAL COVENANTS

Section 1. Underground Utilities. Any electrical service cable running from any residence on any lot to the nearest junction box or secondary pedestal shall be installed underground.

Section 2. Each lot owner shall have the right to set aside an area for the tethering of horses subject to approval of the Architectural Control Committee.

Section 3. No motorized vehicles (other than equipment used for maintenance or construction) shall be operated on the trails.

Section 4. Drainage easements as shown on the plat contiguous to lots 1, 33 and 34 are hereby granted and conveyed to King County.

Section 5. Lots 54, 55 and 56 have an equal and undivided interest in tract "B" and shall be responsible for maintenance thereof.

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Section 6. No member shall operate or launch a motor-driven boat (except and electric type) from the property owned by Cedar Downs, Inc., fronting on Pipe Lake.

Section 7. Driveways extending from a dwelling to a road shall be constructed of concrete unless a substitute material is approved by the Architectural Committee.

ARTICLE X GENERAL PROVISIONS

Section 1. Enforcement. The Association, the Developer and each owner and/or contract purchaser of a lot or lots subject to this declaration, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declarations: Provided, however, that the Developer's right to enforce the provisions of this declaration shall terminate at such time as the Developer shall cease to be the owner of a lot or lots subject to this declaration. Failure of the Association, the Developer or any such owner or contract purchaser to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing parties in any litigation involving the enforcement of these covenants shall be allowed reasonable attorney fees and court costs.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforced by the Association, and the owner or contract purchaser of any lot subject to this declaration including the Developer, their respective legal representative, heirs, successors, and assigns, for a term of twenty (20) years from the date this declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument terminating these covenants which is signed by not less than the owners of contract purchasers, then owning seventy-five percent (75%) of the property subject to this declaration or any supplemental declaration shall have been filed with the King County Auditor. The covenants and restrictions of this declaration may be amended during the first twenty (20) year period by an instrument signed by lot less than the owners or contract purchasers, including the Developer, then owning

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ninety percent (90%) of the property subject to this declaration or any supplemental declaration, and thereafter by an instrument signed by not less than the owners or contract purchasers, including the Developer, then owning seventy-five percent (75%) of the property subject to this declaration or any supplemental declaration. Amendments shall take effect when they have been recorded with the Auditor of King County.