

AFTER RECORDING, RETURN TO:
Brickyard Ridge, LLC
10257 NE 64th Street
Kirkland, WA 98033

**DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE PLAT OF BRICKYARD RIDGE**

THIS INDENTURE AND DECLARATION, running with the land, is made this ___ day of _____, 2013, by **Brickyard Ridge, LLC**, a Washington Limited Liability Company, Declarant herein.

WITNESSETH

WHEREAS, DECLARANT is the owner in fee of certain real estate property (the “Real Property”) described as the plat of Brickyard Ridge and legally described in attached Exhibit “A”, and as recorded in volume ___ of plats, Pages ___ through ___, records of King County, Washington.

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

NOW THEREFORE, DECLARANT hereby declares as follows:

ARTICLE I

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

1.2 **TERM** This Declaration shall be effective for an initial term, expiring December 31, 2023, and thereafter by automatic extension for successive periods of ten (10) years each, unless terminated at the expiration of the initial term or any succeeding ten-year term by a Termination Agreement executed by the then owners of not less than seventy-five percent (75%) of the Lots then subject to this Declaration.

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CITY OF WOODINVILLE
DEVELOPMENT SERVICES

1.3 **ARTICLES OF INCORPORATION AND BYLAWS** The Brickyard Ridge Homeowners Association is incorporated as a non-profit corporation in accordance with the Washington Non-Profit Corporation Act (RCW Chapter 24.03). The Bylaws for the Association are being filed concurrently with this Declaration.

ARTICLE II

2.1 **UTILITY EASEMENTS** On each Lot, adjoining street frontages of all Lots, Tracts, and common areas, easements are or may be reserved as provided by the Plat Map, and applicable laws, ordinances and other governmental rules and regulations for utility installation, to lay, construct, renew, operate and maintain utilities, including but not limited to underground electric power, telephone, water, sewer, drainage, gas and accessory equipment, together with the right to enter upon the Lots at all times for said purposes. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage, interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, the easement area of each Lot, except for those improvements for which a public authority or utility Company is responsible.

2.2 **INSURANCE** The Association shall obtain and pay for policies of insurance or bonds providing any necessary coverage for fire or other hazard, liability for personal injury and property damage on certain Common Area property, and for fidelity of Association officers and other employees, the requirements of which are more fully set forth hereinafter and in the Bylaws.

2.3 **MAINTENANCE OF TRACTS** Open Space and Storm Drainage & Recreation Tracts shall be owned in common by all lot owners in Brickyard Ridge. The Association shall maintain these Tracts, including buffer areas, if any, in accordance with City requirements.

2.4 **COMMON FACILITIES** The Association shall be responsible for all common features and facilities shown on the face of the recorded Plat of Brickyard Ridge, including without limitation any landscaping, fencing and/or signage in common areas. All maintenance and costs associated with the common features and facilities, including but not limited to equipment, landscaping, insurance, etc., shall be the responsibility of the Brickyard Ridge Homeowners Association.

The term "Common Area" shall mean the Open Space and Storm Drainage Tracts and any other designated open space, tracts, and common area as noted on the recorded Plat that shall be owned and maintained by the Association and that is not a part of an individual lot, improved public right-of-ways, or areas dedicated to others.

ARTICLE III

GENERAL RESTRICTIONS The following restrictions shall be applicable to all lots within the Plat of Brickyard Ridge. Invalidation of any one of these covenants by judgment or court shall in no way affect any of the other provisions which shall remain in full force and effect.

- 3.1 All lots shall be used for single-family residential dwelling use only, including appurtenant garage, covered patio or storage building. No duplexes or multi-family dwelling units shall be permitted. The streets within the Plat of Brickyard Ridge shall not be used for overnight parking of any vehicle other than private family automobiles and shall not be used for the storing of any boats, trailers, camper vehicles, trucks or any other vehicles of any kind or nature. No structure of a temporary character, trailer, mobile home, recreational vehicles, tents, shed, shack, garage, barn or any other outbuilding shall be erected, maintained or used on any lot or portion thereof; provided, however, temporary buildings for uses incident to the initial construction of improvements may be constructed and maintained, provided that said temporary buildings shall be promptly removed upon completion of such construction work. No dwelling constructed elsewhere shall be moved to the Property.
- 3.2 No noxious, illegal or offensive use of said property shall be carried on upon any Lot or Common Area, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No trash, garbage, ashes or other refuse, junk, vehicles, underbrush, or unsightly objects shall be thrown, dumped or allowed to accumulate on any property. Without limiting any of the foregoing, no owner shall permit noise including, but not limited to, the barking of dogs and the excessive playing of music systems to emanate from such owner's lot which would unreasonably disturb another lot owner's quiet enjoyment of his or her lot.
- 3.3 No animals, livestock, or poultry of any kind shall be raised, bred or kept upon any lot except dogs, cats and other household pets, which may be kept provided they are not kept, bred, or maintained for breeding or other commercial purposes.
- 3.4 No improvements, except as constructed by Declarant pursuant to its initial development of the Property, shall be erected, placed or altered upon any lot or portion thereof until the construction plans and specifications and a plan showing the location of the structure and drainage plans have been approved by the Declarant or his designees (committee) as to the quality of workmanship and materials, harmony of exterior design with existing structures, effect on drainage and as to location on the lot or any other matter deemed appropriate by the Committee. In no event shall structures be built which encroach on any drainage easement located on any lot. Any dwelling or structure erected or placed on any residential Lot in this subdivision shall be completed as to external appearance including finished painting, within eight (8) months after the date of commencement of construction.

Building setbacks shall conform to all applicable City of Woodinville and King County codes and ordinances. No structures or obstructions (including but not limited to decks, patios, outbuilding or overhangs) shall be permitted beyond the building setback line or within public utility easements except as otherwise permitted by these codes and ordinances. The setback area is that area required by City of Woodinville building and zoning codes. The Committee does not have the authority and cannot grant permission to supersede any setback restrictions as noted on the face of the recorded Plat.

Any and all structure(s) upon any lot shall at all times be maintained in good condition and repair and properly painted or stained. All trees, hedges, shrubs, flowers and lawns growing on any lot shall be maintained and cultivated so that the appearance of the lot is not detrimental to the neighborhood as a whole.

No radio antenna, television antenna, satellite dishes or ham radio broadcast or receiving apparatus shall be erected or maintained on any site without the specific written approval of the Declarant or his Committee. The Committee will follow current Federal Communications Commission (FCC) regulations regarding permissible installation, and shall not unreasonably delay installation of antennas or satellite dishes. Antennas and dishes not specifically allowed by the FCC regulations may be disallowed by the Committee.

No visible or audible trade, craft, business, profession, commercial or audible activity of any kind shall be conducted on any lot, nor shall any goods, construction equipment materials or supplies used in connection with any trade, service or business be placed outside on any lot at anytime excepting the right of any home builder and the Declarant to construct residences on any lot and to store construction equipment on said lots in the normal course of construction.

No clothes line shall be erected on any lot unless it is kept within the rear yard and in either an enclosed area or is screened by a fence of a minimum six foot height and the location upon the lot and the style of screening are approved by the Committee.

All lots are subject to all easements shown on the Plat and all other restrictions of record.

- 3.5** All front yards and landscaping must be completed within six (6) months from date of completion of building or structure constructed thereon.

Any damage to streets, Plat improvements, fences, landscaping, mailboxes, lights and/or lighting standards by Lot owner, their children, contractors, agents, visitors, friends, relatives or service personnel shall be repaired and restored to like new condition by such owner within twelve (12) days from the occurrence of such damage.

3.6 Fence, hedge or boundary walls situated anywhere upon any residential lot shall be restricted to the local jurisdictions' fencing regulations.

No portable toilet, out-house, sani-can, or similar facility shall be erected, maintained or used upon any Lot or portion thereof, but such facilities are permitted during the courses of the initial construction of improvements, provided that any such temporary facilities shall be promptly removed upon completion of such construction.

No improvements shall be in any manner occupied while in the course of original construction or until such improvements comply with all requirements of the City of Woodinville and all other conditions and restrictions applicable thereto.

No excavation shall be made except in connection with construction of an improvement, and upon completion thereof, exposed openings shall be backfilled and the disturbed ground shall be compacted, graded and leveled in such a way that final drainage shall conform with requirements of the City of Woodinville building codes. No excavations shall be made before all utilities (water, gas, power, telephone, cable TV, etc.) have been contacted to determine the location of any underground conduit and pipe.

Except for temporary signs as specified below, no sign or billboard of any character shall be erected or displayed on the Property except modest residential signs giving the name and/or address of the occupant or owner. Temporary signs (exclusive of any flag or pennant) in connection with the original subdivision and sale of the Property may be maintained only during the period of construction and original sale of lots and homes. Nothing herein shall prohibit an owner from maintaining on such owner's lot one "For Sale," "For Rent," or "For Lease" sign not exceeding 18 by 24 inches in size.

Structures, fill material or obstructions (including but not limited to decks, patios, outbuildings or overhangs) shall not be permitted beyond the building setback line or within drainage easements. Additionally, grading and construction of fencing shall not be allowed within easements shown on the Plat map unless otherwise approved by the City of Woodinville or its successor agency.

3.7 **HOMEOWNERS ASSOCIATION** Every Lot owner, by acceptance of a deed or contract for such Lot, covenants and agrees to membership in the **BRICKYARD RIDGE HOMEOWNERS ASSOCIATION**, which is formed for the purpose of owning property and property rights as common area for the benefit of homeowners, and for the purpose of maintaining, repairing, replacing or improving any such property or any improvements placed thereon. Such membership shall be appurtenant to the Lot owned by such Lot owner and may not be transferred, except by sale or transfer of the Lot itself. Every Lot owner is further deemed to covenant and agree to pay when due any and all dues, assessments or other charges that way be levied from time to time by the **BRICKYARD RIDGE HOMEOWNERS ASSOCIATION** in accordance with the Articles of Incorporation and/or the Bylaws of such Association, and any sums not paid

within thirty (30) days of the date due shall become a continuing lien on the Lot owned, which lien may be foreclosed by the Association. Any lien created hereby shall be subordinate only to any duly recorded purchase money mortgage, deed of trust or real estate contract on a Lot. Declarant is exempt from payment of dues and assessments.

- 3.8 NON-LIABILITY OF HOMEOWNERS ASSOCIATION MEMBERS** Neither the Homeowners Association, nor any member thereof, shall be liable to Owner, occupant, builder or developer for any fees, loss or prejudice suffered or claimed on account of any action or failure to act of the Committee or member thereof.

ARTICLE IV

- 4.1 AMENDMENT** This Declaration may be amended at any time by DECLARANT prior to the sale of all Lots by the DECLARANT to future owners. Upon transfer of property to home builder(s), such home builder(s) shall be the Declarant and Brickyard Ridge, LLC shall no longer be Declarant. After the sale of all lots by home builder(s), this Declaration can be amended by an affirmative majority vote of the Lot owners.

Amendments. The Declaration may be amended by an instrument signed by not less than seventy five percent (75%) of owners, subject to the Declaration and any previous amendments thereto. Amendments shall take effect when they have been recorded in the official records of King County, Washington. Notwithstanding anything contained herein to the contrary, Declarant reserves the right to amend the Declaration as may be necessary to comply with financing regulations or requirements. If Declarant, at its option, determines that it is necessary to amend this Declaration, then Declarant, on behalf of all lot owners, is hereby authorized to execute and to have recorded said required amendment or amendments. All lot owners hereby grant to Declarant a full and complete power of attorney to take any and all actions necessary to effectuate and record said amendment or amendments and agree that said amendment or amendments shall be binding upon their respective lots and upon them and their heirs, representatives, successors and assigns to the same extent as if they had personally executed said amendment or amendments. All lot owners hereby acknowledge and agree that the power of attorney granted herein shall be deemed coupled with an interest and shall be irrevocable.

Enforcement. Declarant, the Committee, the Association or any owner of a lot within the Plat shall have the right to enforce this Declaration through an action at law or in equity. The prevailing party in any action brought to enforce this Declaration shall have the right to collect attorney's fees, court costs, and other expenses of litigation, in addition to any damages which may be awarded. The Declarant's right to enforce the provisions of this Declaration shall terminate at such time as the Declarant shall cease to be the owner of a lot within the Plat. Failure of the Declarant, the Committee, the Association or individual lot owner to enforce any covenant or restriction contained herein shall in no way be deemed a waiver of the right to do so thereafter.

Assignments. The Declarant reserves the right to assign, transfer, sell, lease, or rent all or any portion of the Property and reserves the right to assign or delegate all or any of its rights, duties and obligations created under this Declaration.

Municipal Regulations. This Declaration shall in no way restrict the effect of any ordinance or other regulation adopted by any governmental entity or municipal corporation having jurisdiction over any portion of the Property subject to this Declaration.

Captions. The captions in this Declaration are inserted only as a matter of convenience and for reference, and in no way describe, define or limit the intent of this Declaration. The captions are not to be used interpreting this Declaration.

4.2 ENFORCEMENT The DECLARANT shall have the right to enforce any provision of this Declaration or to recover any damages resulting from any violation thereof by any proceeding at law or in equity thirty (30) days after written notice to the owner of any Lot setting forth a violation. The DECLARANT or the Homeowners Association or the agent of either may enter upon such Lot, which entry shall not be deemed a trespass, and take whatever steps are necessary to correct the violation. The expenses thereof, if not paid by such owner within thirty (30) days written notice and billing, may be filed as a lien upon such Lot. Failure of the DECLARANT to enforce any provision herein shall in no event be deemed a waiver of the right to do so. In the event that the services of an attorney are utilized in connection with any such enforcement, all costs and fees shall be added to the amount of the assessment which is due.

4.3 SEVERABILITY Invalidation of any provision herein by judgment or court order shall not affect the other provisions, which shall remain in full force and effect.

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

ARTICLE V

5.1 TITLE TO COMMON AREA The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Association of all common areas, facilities, features and other common property, subject to encumbrances and liens arising by virtue of development of the property as well as easements for utilities, including maintenance thereof, and the right of the public to make necessary slopes or fills in the reasonable original grading of public ways dedicated in the Plat.

**ARTICLE VI
LIMITATION OF LIABILITY**

LIMITATION OF LIABILITY When one hundred percent (100%) of the Lots are conveyed to future Owners by initial Declarants and without further action by any person or persons, the term of the initial Declarant, Brickyard Ridge, LLC, shall end and Brickyard Ridge, LLC shall be released from any and all liability whatsoever for claims arising out of or in connection with this Declaration. The Declarant, Brickyard Ridge, LLC, shall be indemnified against all expenses and liabilities, including attorney's fees reasonably incurred or imposed in connection with any proceeding, dispute or settlement.

ARTICLE VII

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

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this ____ day of _____, 2013.

DECLARANT: Brickyard Ridge, LLC

By: Thomas J. DeDonato, Managing Member

EXHIBIT 7
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EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY