

Riverbend Homesites Association

A portion of Sec. 23, T23 N. R8 EWM

Auditor's File No, 5477462

Covenants

Such real property has been or will be subdivided into lots, blocks and tracts by the undersigned as set forth in the plat or plats to bear the designation Riverbend Homesites. The undersigned desire to establish a general plan for the development, improvement, maintenance and protection of such real property and any part or parts thereof. To accomplish such purpose the undersigned do hereby establish and declare the following covenants and restrictions:

1. Structures - No structures or buildings shall be placed, erected or permitted on the real property except for permanent single family dwellings together with the usual outbuildings and structures used in connection therewith, containing on the ground floor of enclosed living area not less than 600 square feet of area, except that with written permission of the board in writing, such as approved house trailers or other prefabricated structures. No building or structure shall be permitted on the real property unless construction thereof shall be completed as to external appearance within one year after commencement of construction and the external finishing of permanent structures shall conform to the rules and regulations of the Federal Housing Authority, or its successor agency, as such rules and regulations may be in effect at the commencement of construction of the building or structure. No building or structure shall be placed upon the real property unless it shall conform to the minimum set backs required by the zoning laws applicable to the property at the time of commencement of construction of the building or structure and shall conform to the building ordinances and regulations then applicable. No plumbing facilities shall be permitted or placed on the real property that are not enclosed within and a part of the principal dwelling building located on a lot. No dwelling building shall be permitted on the real property unless the same is serviced by a septic tank or public sewers. No septic tank shall be permitted or used on the real property unless it shall conform to the laws and regulations of the state and municipal governments having jurisdiction and shall be maintained in good operating condition so as to emit no offensive fluids or odors.

2. Use - No lot as shown by the plat of the real property shall be used other than for single family residential purposes. No tent or temporary structure shall be permitted on the real property for a period of more than six months and only if it is being used in connection with the construction of a permanent building. No nuisance shall be maintained on the real property. In addition to its common meaning, nuisance shall include but shall not be limited to: (a) Permitting anything or any activity on the real property or any part thereof prohibited by these restrictions and covenants. (b) Keeping, maintaining or permitting to be kept or maintained any animal or animals on the real property which shall unreasonably interfere with the use and enjoyment of any portion of the real property, or which are not kept or maintained as pets. (c) Permitting accumulations or dumping of trash, garbage, debris or waste materials on any part of the real property unless the same are kept and maintained in sanitary containers screened from public view and such containers are emptied at reasonable intervals. (d) Permitting or causing noises, vibrations, odors, smoke, fumes or gases to emit from any part of the real property except insofar as the same are customary and reasonable for single family residential use of the real property. (e) Keeping, permitting or maintaining any sign on the real property except that one sign not exceeding two square feet in size may be temporarily placed on any lot for the bona fide purpose of advertising the same for sale or rent.

3. Building Approval - No building or structure or any alteration of, modification to, or change in the exterior appearance of any existing building or structure shall be permitted, built or maintained on the real property or any part thereof unless prior to commencement of construction thereof written plans showing locations, external appearance and elevation, with the name and address of the persons requesting such approval, are submitted to and approved by the Board, as hereafter defined, in writing, and the construction thereof conforms to such plans as approved by the Board. The board shall consist of R.E. Rogers, Stuart Rogers, and Ronald Richer, or Donald S. Olson, who shall be its original members. The original members may by written instrument placed of record with the auditor of King County, Washington, transfer its duties as hereafter defined to any non-profit corporation the membership of which is composed only of residents and owners within the real property and the purpose of which includes community service. Upon such transfer the membership of the Board shall be determined by the directors or trustees of such corporation.

4. The Board - The Board shall receive all plans and specifications submitted to it pursuant hereto and review them to determine that the proposed construction shall: (a) Reasonably harmonize in architecture with other structures on the real property in proximity thereto, (b) not be in violation of these covenants and restrictions, and (c) not unreasonably interfere with or obstruct the view of any other portion or portions of the real property. If the plans and specifications of the proposed structure conform to the foregoing, the Board shall approve such plans in writing within 30 days after they are submitted to the Board or disapprove the same if they do not so conform. If disapproval is not given in writing within 30 days after delivery to the Board, the plans and specifications shall be deemed approved. The address of the Board shall be **P.O. Box 654, North Bend, Washington 98045**, until otherwise changed by written instrument filed of record with the auditor of King County, Washington. The Board may adopt rules and regulations consistent herewith to govern its determination and may employ and rely upon such advisors as it deems best. The Board shall act by majority decision.

5. Lake Use - No person or entity subject to these restrictions and covenants shall cause or permit the use, maintenance or keeping of any boat or other floating object upon Lake Basin if the same is propelled by any outboard or inboard motor or engine or like device.

6. Term - These covenants and restrictions shall remain in full force and effect until December 31, 1985, and thereafter shall be extended for successive periods of ten years each, unless sooner terminated as herein provided.

7. Amendments and Termination - These covenants and restrictions may be amended as follows: (a) if the duties of the Board have not been transferred to a non-profit corporation as herein provided, then by a written instrument executed by all of the members of the Board and recorded with the auditor of King County, Washington, or (b) if the duties of the Board have been transferred to a non-profit corporation as herein provided, by the affirmative vote of two-thirds of all of the members of such corporation at a meeting duly convened for such purpose according to its bylaws upon recording with the auditor of King County, Washington, of a certification of adoption of such amendment in writing executed by the president and secretary of such corporation. These covenants and restrictions may be terminated in like manner as an amendment thereto.

8. Remedies - In the event of any breach or violation or attempted breach or violation of any of these covenants and restrictions, any person or entity having an interest in the real property and, after the transfer of the duties of the Board to a non-profit corporation, then in addition such corporation on behalf of the owners of the real property shall have the right to proceed in law or equity to compel compliance with the terms hereof or prevent such breach or violation. In any such action the prevailing party shall recover all legal costs thereof including a reasonable attorney's fee. Failure to enforce any right, reservations, covenant, restriction, limitation, condition or agreement herein contained, however long continued, shall not be deemed a waiver of the right to enforce the same thereafter, either as to the breach or violation involved or as to any similar breach or violation occurring prior or subsequent thereto, and no such failure shall bar or affect the enforcement of any such right or rights.

9. Invalidation - The invalidation by any court of any provision hereof shall in no way affect any other provision hereof and the latter shall remain in full force and effect.

10. Benefits and Burdens - These covenants and restrictions shall inure to the benefit of, and shall be a burden upon all and each and every part of the real property herein described and shall be binding upon all parties having an interest in such real property, their heirs, assigns, personal representatives and successors in interest. All conveyances and transfers of any interest in and to such real property shall be subject to the provisions hereof. Nothing herein contained shall be construed to prevent the dedication of public streets and the construction of such streets and utilities on the real property to provide service to such real property.

Plat Restrictions

No lot or portion of a lot in this plat shall be divided and or resold or ownership changed or transferred whereby the ownership of any portion of this plat shall be less than the area required for the use district in which located. Subject to easements under Auditor's Nos. 2495506, 446722, 3083210, and 3403157.