

(Auditor's File No. 3010058)

### BLUE RIDGE RESTRICTIONS

(Abridged)

All lots are designated residence lots, excepting as hereinafter noted; a building site is that portion of at least one residence lot lying behind a line designated as Building Limit on the plat, between lines 6 feet from and parallel to the lateral lines of the lot and in front of a line 10 feet from the rear line of the lot.

Nothing but a single-family, detached, private dwelling-house costing not less than \$5000.00 and containing not less than 800 square feet of first floor area and 20,000 cubic feet of contents, exclusive of garage, open entries, porches and patio, shall be built on any building site, excepting that the minimum cost requirement for blocks 1 to 5, inclusive, of the plat, is \$3000.00 with a minimum first floor area requirement of 800 square feet, including the garage.

All buildings must be designed by a registered architect. Construction or exterior alteration of a building, or other structure, shall not be commenced until complete plans and specifications have been approved by the grantor and a copy of the plans and specifications has been left with the grantor.

A private garage, garden-house, pergola and conservatory architecturally in harmony with the dwelling house and appurtenant thereto are permitted.

Outside of the building line no building shall be erected other than a garage of permanent construction with flat roof and not over 10 feet high, built in the terrace more than 2 feet from the street margin, not less than 6 feet from the lateral lines of the tract and with not more than half of the area of the side walls above the ground.

No building shall be moved on the land in the plat from land outside of the plat; no building shall be erected or maintained on a building site prior to the erection of the dwelling house thereon; all construction work shall be prosecuted diligently from commencement to completion. All surplus earth removed shall, at the option of the grantor, become his property and shall be dumped where designated by him, but not more than 1000 feet from the place of excavation. No well for the production of oil, gas or water will be permitted; excavations will be permitted only in connection with the construction of an approved structure and only usual and customary machinery will be permitted. No refuse shall be placed on any vacant lot and building material may be placed only within the limits of a lot, but not before the owner is ready to build; without written permission; no fence, hedge or wall between the building line and the street on which the building site fronts, shall extend higher than 4 feet above the ground and other fences, hedges or walls shall not extend higher than 6 feet above the ground. Any noxious or undesirable use, trade or business of or on any lot and the construction or maintenance of a spite or nuisance wall, hedge, fence or tree is prohibited and the grantor may determine if a matter is so prohibited. No signs shall be permitted on residence lots or reserves, excepting public notices or as required by law, or signs of the grantor while selling property in the plat.

Tracts A, B, C and D shall not be used for residence purposes, but may be sold or subdivided into lots and will then be subject to the same restrictions applicable to other residence lots.

Tract E; Lots 8 to 12, inclusive, Block 3; Lots 11 to 15, inclusive, Block 4; Lots 12, 13 and 14, Block 5; Lots 11 and 12, Block 11; Lots 1, 2 and 15 to 19, inclusive, Block 12; and Lots 19 and 20, Block 21; may, by the grantor, be designated "business lots" and thereupon they are restricted to certain types of business and business signs.

No fowls or animals shall be permitted on the land in the plat other than song-birds, dogs or cats as household pets.

Until the sewerage system shall be placed in the hands of an incorporated city or public body, all costs incurred by the grantor in the repair, replacement or maintenance of the system shall be borne by the owners of the property in the plat in the same proportion as the area owned by them bears to the total area of privately owned land and each lot shall be subject to a lien in favor of the grantor for the portion of the cost so determined. Without the written permit of grantor, no privy, cesspool, septic tank or disposal plant will be permitted.

The owners of not less than 300 lots may terminate or amend the restrictions as to any or all land in the plat by proceeding in the manner set forth in the recorded instrument under which these restrictions are imposed.

During the lifetime of W. E. Boeing, the term "grantor" wherever used herein refers to him or his attorney-in-fact, and after his death it refers to his personal representative, or the trustee of his estate, or his devisee of the greater number of lots in the plat, or any owner of land in the plat to whom the rights of the grantor have been transferred.

AMENDMENT OF MUTUAL EASEMENTS OF BLUE RIDGE - AN ADDITION  
TO KING COUNTY, STATE OF WASHINGTON

WHEREAS, on the 24th day of February, 1930, there was filed for record in the office of the Auditor of King County, Washington, a plat, dated February 14, 1930, of certain land in King County, known as "Blue Ridge, an Addition to King County", said plat being recorded in the records of said County Auditor in Volume 33 of Plats, pages 29, et seq.; and

WHEREAS the land in said Addition is subject to and bound by certain restrictive mutual easements, hereafter referred to as "Mutual Easements of Blue Ridge Addition", which are set forth in that certain deed from W. E. Boeing and Bertha Boeing, his wife, Grantors, first parties, to D. R. Drew and Demerice E. Drew, his wife, Grantees, second parties, which deed is dated April 22, 1935 and is recorded in the records of the Auditor of King County, Washington, in Volume 1631 of Deeds, pages 239, et seq.; and

WHEREAS paragraph numbered 18 of said Mutual Easements of Blue Ridge Addition provides that the owners of the legal title to not less than three hundred lots in said Addition may at any time, by an instrument in writing duly signed and acknowledged by them, amend the Mutual Easements of Blue Ridge Addition upon the filing for record of such instrument in the office of the Auditor of King County, Washington; and

WHEREAS, W. E. BOEING and BERTHA BOEING, his wife, are presently the owners of the legal title to more than three hundred lots in said Addition and desire to amend said Mutual Easements of Blue Ridge;

NOW, THEREFORE, the said Mutual Easements of Blue Ridge Addition be and they are hereby amended to read in their entirety as follows:

MUTUAL EASEMENTS of BLUE RIDGE ADDITION

1. GENERAL PROVISIONS. It is hereby agreed, certified and declared that there is established a general uniform plan or scheme for the development, improvement and maintenance of all of the real property which was owned by W. E. Boeing and Bertha Boeing, his wife, as of April 22, 1935, and situated in Blue Ridge Addition, an addition to King County, in the State of Washington, as shown by Plat thereof recorded in Volume 33 of Plats, at pages 29, 30, 31 and 32 of the records of the County Auditor of King County, Washington, which general plan or scheme--and the Mutual Easements of Blue Ridge Addition set forth hereinbelow which are hereby declared to embody said plan or scheme--shall inure to the benefit of and shall bind any and all of said property and every part and parcel thereof, and shall bind all of the owners thereof and their successors in interest thereto.

The term "grantor", wherever used in these Mutual Easements of Blue Ridge Addition, shall refer to W. E. Boeing or any person or persons or corporation to whom or to which the rights of the "grantor" as set forth in these Mutual Easements shall be specifically transferred. Prior to such transfer such term shall refer to W. E. Boeing, or his attorney in fact, or, in the event of the death of the said W. E. Boeing, to his personal representative or representatives, or, upon the termination of the probate of the estate of the said W. E. Boeing, to the trustee or trustees of the estate of the said W. E. Boeing, or, upon the termination of such trust, to the person, if any, receiving the greater number of lots in the said Blue Ridge Addition by inheritance from the said W. E. Boeing.

2. BUILDING RESTRICTIONS. Except as to those lots designated by the grantor as "business lots" in accordance with paragraph numbered 14 hereof, all lots in Blue Ridge Addition shall be designated "residence lots".

A building site shall consist of at least (a) one such residence lot, or more, as shown on said plat, or (b) a parcel composed of such residence lots or portions thereof, the depth and frontage of which parcel shall equal or exceed the depth and frontage of full lots in the immediate vicinity in the same block.

No building or structure shall be erected, constructed, maintained or permitted upon such residence lot property except upon a building site as hereinabove defined.

No building or structure shall be erected, constructed, maintained or permitted on a building site in blocks other than 1, 2, 3, 4 and 5, except a single detached dwelling house to be occupied by no more than one family and costing not less than Five Thousand Dollars (\$5,000) and containing not less than 800 square feet of first floor area and 20,000 cubic feet of contents, exclusive of garage, open entries, porches and patio.

No building or structure shall be erected, constructed, maintained or permitted on a building site in blocks 1, 2, 3, 4 or 5 except a single detached dwelling house to be occupied by no more than one family and costing not less than Three Thousand Dollars (\$3,000) and containing not less than 800 square feet of first floor area including garage.

As appurtenant to any dwelling house both with respect to blocks 1, 2, 3, 4 and 5, and otherwise, a private garage, garden house, pergola, conservatory, or similar structure, architecturally in harmony therewith and of permanent construction, may be erected within the building limits hereinafter set forth.

AMENDMENT TO MUTUAL EASEMENTS OF BLUE RIDGE IN ADDITION  
TO KING COUNTY, STATE OF WASHINGTON

3. **BUILDING LIMITS.** No dwelling house or garage or any part thereof, or any other structure (exclusive of fences and similar structures) shall be placed nearer to the front or street line of the building site on which it is located than the "building line" of said site as shown on said plat measured at the closest point of such structure to the said front or street line, or nearer to the side line of said site than six feet measured at the closest point of such structure to said side line, or nearer to the rear line of said site than ten feet measured at the closest point of such structure to said rear line; provided, that this restriction shall not apply to any garage that must be built in a terrace fronting on a street, but such garage must be more than two feet back of the line of such site margining the street.

All garages built in a terrace shall not be over ten feet in height and shall have a flat roof and not over one-half of the area of the side wall thereof shall extend above the finished grade of ground.

Chimneys, steps, eaves, gutters, bay, bow or oriel windows, uncovered porches or paved terraces, or other slight or minor projections, may be constructed or placed on a dwelling house beyond the building limit as hereinabove set forth, providing such projections are not detrimental to other lots or buildings and are first approved in writing by the Grantor.

Any garden house, pergola, conservatory or similar structure or structures need not be within said building limit providing such structures are located entirely to the rear or the rear extremity of the dwelling house to which they are appurtenant and providing their location is first approved in writing by the Grantor.

4. **APPROVAL OF PLANS BY GRANTOR.** All buildings to be erected in Blue Ridge Addition shall be designed by a registered architect. Complete plans and specifications of all proposed buildings, structures and exterior alterations together with detailed plans showing proposed location of the same on the particular building site shall be submitted to the Grantor before construction or alteration is started and such construction or alteration shall not be started until approval thereof is given by the Grantor. A complete copy of said plans and specifications shall in each case be delivered to and permanently left with the Grantor. As to all improvements, construction and alterations in Blue Ridge Addition the Grantor shall have the right to refuse to approve any design, plan or color of such improvements, construction or alterations which is not suitable or desirable, in Grantor's opinion, for any reason, aesthetic or otherwise, and in so passing upon such design Grantor shall have the right to take into consideration the suitability of the proposed building or other structure, and of the material of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure or alterations therein as planned on the outlook of the adjacent or neighboring property, and any and all other factors which in Grantor's opinion shall affect the desirability or suitability of such proposed structure, improvements or alterations.

5. **MOVING OF BUILDINGS, CONSTRUCTION OF OUTBUILDINGS.** No building or structure shall be moved onto any land embraced in said plat from any land outside of said plat. No building of any kind shall be erected or maintained on a building site prior to the erection of the dwelling house thereon.

6. **PROSECUTION OF CONSTRUCTION WORK.** The work of construction of all buildings and structures shall be prosecuted diligently and continuously from commencement of construction until such buildings and structures are fully completed and painted.

7. **EXCAVATION, DIGGING OF WELLS.** All surplus earth removed from any lot shall, at the option of the Grantor, become Grantor's property, and when removed shall be dumped by the property owner at the owner's expense at such place or places as the Grantor shall designate but not more than 1,000 feet from the point of excavation. No well for the production of, or from which there is produced, oil, gas or water, shall be dug or operated on said premises, nor shall any machinery appliance or structure be placed, operated or maintained thereon except as may be usual and customary in connection with the maintenance of a private residence, nor shall any excavation for stone, sand, gravel or earth be made on said premises unless such excavation is necessary in connection with the erection of an approved structure thereon.

8. **SEWER SYSTEM.** Until such time as the sewer system installed in Blue Ridge Addition and the maintenance thereof is conveyed to and assumed by an incorporated city or other public body, all costs incurred by the Grantor in the repair, replacement or maintenance of said sewer system shall be borne by the owners of property in said addition in the same proportion as the area owned by each owner bears to the total area of privately owned property, and each lot shall be subject to a lien in favor of the Grantor for the proportion of such costs determined as aforesaid. No privy, cesspool, septic tank or disposal plant shall be erected or maintained in any part of said Addition unless written permission be first obtained from the Grantor.

9. **REFUSE DISPOSAL, STORAGE OF MATERIAL.** No trash, ashes or other refuse may be thrown or dumped on any vacant lot in said Addition. No building material of any kind shall be placed or stored upon any property in said Addition until the owner is ready to commence construction and then such material shall be placed within the property line of the parcel

AMENDME. OF MUTUAL EASEMENTS OF BLUE R. E - AN ADDITION  
TO KING COUNTY, STATE OF WASHINGTON

of land upon which structures are to be erected and shall not be placed in the streets or between the curb and property line.

10. **FENCES; HEDGES.** No fence, hedge or boundary wall situated anywhere upon any lot shall have a height greater than six feet above the finished graded surface of the ground upon which such fence or wall is situated, nor shall any fence, hedge or wall situated on any building site between said "building line" and the line of the street fronting on said building site have a height greater than four feet above the finished graded surface of the ground upon which such fence, hedge or wall is situated, unless the written permission of the Grantor is first obtained.

11. **NOXIOUS USE OF PROPERTY; SPITE FENCES.** No noxious or undesirable thing, trade or business or noxious or undesirable use of the property in said Addition whatsoever shall be permitted or maintained upon said property or in said Addition, and whether or not a thing, trade, business or use is undesirable or noxious is within the determination of the Grantor. The construction or maintenance of a spite or nuisance wall, hedge, fence or tree shall be prohibited on such property, and whether or not a wall, fence, hedge or tree falls within the latter category shall be within the determination of the Grantor.

12. **BILLBOARDS, SIGNS.** No signs of any kind or for any use, except public notices erected by a political subdivision of the state or as required by law, shall be erected, posted, painted or displayed upon "residence lots" or "reserves". A "reserve" is property reserved by the Grantor as in the next succeeding paragraph provided. No signs shall be permitted on "business lots" except such as are related to the business conducted thereon and which are painted on or attached to the buildings in which such business is conducted. Signs on fences, billboards and like structures shall not be permitted. It is provided, however, that W. E. Boeing may erect and display signs during the period he is selling property in said Addition.

13. **PROPERTY FOR RECREATIONAL USE.** Tracts A, B, C and D are not dedicated to the public but at the option of the Grantor may be used for parks, playgrounds, clubhouse, gardens or other uses designated by the Grantor, except business purposes, and may hereafter be sold or subdivided into residence lots and streets, in which case such tracts, or any subdivision thereof, shall be subject to the same restrictive covenants and reservations as are applicable to other residence lots embraced within said plat.

14. **DESIGNATION OF "BUSINESS LOTS".** Tract E, Lots 8, 9, 10, 11 and 12 in Block 3, Lots 11, 12, 13, 14 and 15 in Block 4, Lots 12, 13 and 14 in Block 5, Lots 11 and 12 in Block 11, Lots 1, 2, 15, 16, 17, 18 and 19 in Block 12, and Lots 19 and 20 in Block 21, may be designated "business lots" at the option of the Grantor.

15. **USE OF BUSINESS LOTS.** Upon the designation of any of said lots as "business lots" as aforesaid, the lots so designated shall be restricted in use to the following types of business establishments only, to-wit:

- (a) Stores - wholesale or retail
- (b) Offices - business or professional
- (c) Banks
- (d) Restaurants
- (e) Clubhouses
- (f) Theatres
- (g) Police and fire station
- (h) Printing establishment
- (i) Telephone exchange and telegraphic office
- (j) Shops for custom work or the making of articles to be sold at retail on the premises
- (k) Gasoline, filling or service station
- (l) Garage and automobile repair shop
- (m) Clothes cleaning and pressing shop
- (n) Kindergarten and studio
- (o) Residences, subject to restrictions applicable to residence lots.

17. **ANIMALS.** No fowl or animal other than song birds, dogs or cats as household pets, shall at any time be kept upon land embraced in this Addition.

18. **AMENDMENTS.** The owner or owners of the legal title to not less than 300 residence lots in said Addition may at any time by an instrument in writing duly signed and acknowledged by said owner or owners, terminate or amend said Mutual Easements of Blue Ridge Addition; and such termination or amendment as to all or any of the property in said Addition shall become effective upon the filing for record of such instrument or instruments in the office of the

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AMENDMENT OF MUTUAL EASEMENTS OF BLUE RIDGE - AN ADDITION

Auditor of King County, State of Washington. Such instrument or instruments shall recite proper references to the records of said office by volume and page of the recording of the plat of Blue Ridge Addition, the recording of that certain deed from W. E. Boeing and Bertha Boeing, his wife, to D. R. Drew and Demerice E. Drew, his wife, (in which deed the Mutual Easements of Blue Ridge Addition in original form are set forth) and the recording of all subsequent instruments amending said Mutual Easements of Blue Ridge Addition.

DATED this 30th day of August, 1938.

(Signed) W. E. Boeing

(Signed) Bertha Boeing

1989 AMENDMENT OF MUTUAL EASEMENTS OF BLUE RIDGE  
AN ADDITION TO KING COUNTY, STATE OF WASHINGTON

WHEREAS, on the 24th day of February, 1930, there was filed for record in the office of the Auditor of King County, Washington, a plat, dated February 14, 1930, of certain land in King County, known as "Blue Ridge, an Addition to King County", said plat being recorded in the records of said County Auditor in Volume 33 of Plats, pages 29, et seq.; and

WHEREAS the land in said Addition is subject to and bound by certain restrictive mutual easements, hereafter referred to as "Mutual Easements of Blue Ridge Addition", which are set forth in that certain deed from W. E. Boeing and Bertha Boeing, his wife, Grantors, first parties, to D. R. Drew and Demerice E. Drew, his wife, Grantees, second parties, which deed is dated April 22, 1935 and is recorded in the records of the Auditor of King County, Washington, in Volume 1631 of Deeds, pages 239, Auditor's File No. 2850037, et seq., and which are also set forth in the "Amendment of Mutual Easements of Blue Ridge Addition to King County, State of Washington," dated August 30, 1938, and is recorded with the Department of Records of King County in Volume 1803 of Deeds, page 25, Auditor's File No. 3010058, et seq.; and

WHEREAS paragraph numbered 18 of said Mutual Easements of Blue Ridge Addition provides that the owners of the legal title to not less than three hundred lots in said Addition may at any time, by an instrument in writing duly signed and acknowledged by them, amend the Mutual Easements of Blue Ridge Addition upon the filing for record of such instrument in the office of the Auditor of King County, Washington; and

WHEREAS, the undersigned owners of the legal title represent more than three hundred lots in Blue Ridge Addition and desire to amend the Mutual Easements of Blue Ridge;

NOW, THEREFORE, the said Mutual Easements of Blue Ridge Addition be and they are hereby amended to read in their entirety as follows:

MUTUAL EASEMENTS  
of  
BLUE RIDGE ADDITION

1. GENERAL PROVISIONS. It is hereby agreed, certified and declared that there is established a general uniform plan or scheme for the development, improvement and maintenance of all of the real property which was owned by W. E. Boeing and Bertha Boeing, his wife, as of April 22, 1935, and situated in Blue Ridge Addition, an addition to King County, in the State of Washington, as shown by Plat thereof recorded in Volume 33 of Plats, at pages 29, 30, 31 and 32 of the records of the County Auditor of King County, Washington, which general plan or scheme--and the Mutual Easements of Blue Ridge Addition set forth hereinbelow which are hereby declared to embody said plan or scheme--shall inure to the benefit of and shall bind any and all of said property and every part and parcel thereof, and shall bind all of the owners thereof and their successors in interest thereto.

The term "grantor", wherever used in these Mutual Easements of Blue Ridge Addition, shall refer to The Blue Ridge Club, Inc. to which the rights of the "grantor" as set forth in these Mutual Easements has been, is hereby, and shall be specifically transferred.

2. BUILDING RESTRICTIONS. Except as to those lots designated by the grantor as "business lots" in accordance with paragraph numbered 14 hereof, all lots in Blue Ridge Addition shall be designated "residence lots".

A building site shall consist of at least (a) one such residence lot, or more, as shown on said plat, or (b) a parcel composed of such residence

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lots or portions thereof, the depth and frontage of which parcel shall equal or exceed the depth and frontage of full lots in the immediate vicinity in the same block.

No building or structure shall be erected, constructed, maintained or permitted upon such residence lot property except upon a building site as hereinabove defined.

No building or structure shall be erected, constructed, maintained or permitted on a building site in blocks other than 1, 2, 3, 4 and 5, except a single detached dwelling house to be occupied by no more than one family and costing not less than Five Thousand Dollars (\$5,000) and containing not less than 800 square feet of first floor area and 20,000 cubic feet of contents, exclusive of garage, open entries, porches and patio.

No building or structure shall be erected, constructed, maintained or permitted on a building site in blocks 1, 2, 3, 4 or 5 except a single detached dwelling house to be occupied by no more than one family and costing not less than Three Thousand Dollars (\$3,000) and containing not less than 800 square feet of first floor area including garage.

As appurtenant to any dwelling house both with respect to blocks 1, 2, 3, 4 and 5, and otherwise, a private garage, garden house, pergola, conservatory, or similar structure, architecturally in harmony therewith and of permanent construction, may be erected within the building limits hereinafter set forth.

3. BUILDING LIMITS. No dwelling house or garage or any part thereof, or any other structure (exclusive of fences and similar structures) shall be placed nearer to the front or street line of the building site on which it is located than the "building line" of said site as shown on said plat measured at the closest point of such structure to the said front or street line, or nearer to the side line of said site than six feet measured at the closest point of such structure to said side line, or nearer to the rear line of said site than ten feet measured at the closest point of such structure to said rear line; provided, that this restriction shall not apply to any garage that must be built in a terrace fronting on a street, but such garage must be more than two feet back of the line of such site margining the street.

All garages built in a terrace shall not be over ten feet in height and shall have a flat roof and not over one-half of the area of the side walls thereof shall extend above the finished grade of ground.

Chimneys, steps, eaves, gutters, bay, bow or oriel windows, uncovered porches or paved terraces, or other slight or minor projections, may be constructed or placed on a dwelling house beyond the building limit as hereinabove set forth, providing such projections are not detrimental to other lots or buildings and are first approved in writing by the Grantor.

Any garden house, pergola, conservatory or similar structure or structures need not be within said building limit providing such structures are located entirely to the rear of the rear extremity of the dwelling house to which they are appurtenant and providing their location is first approved in writing by the Grantor.

4. APPROVAL OF PLANS BY GRANTOR. All buildings to be erected in Blue Ridge Addition shall be designed by a registered architect. Complete plans and specifications of all proposed buildings, structures and exterior alterations together with detailed plans showing proposed location of the same on the particular building site shall be submitted to the Grantor before construction or alteration is started and such construction or alteration shall not be started until approval thereof is given by the Grantor. A complete copy of said plans and specifications shall in each case be delivered to and permanently left with the Grantor. As to all improvements, construction and alterations in Blue Ridge Addition the Grantor shall have the right to refuse to approve any design, plan or color for such improvements, construction or alterations which is not suitable or

desirable, in Grantor's opinion, for any reason, aesthetic or otherwise, and in so passing upon such design Grantor shall have the right to take into consideration the suitability of the proposed building or other structure, and of the material of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure or alterations therein so planned on the outlook of the adjacent or neighboring property, and any and all other factors which in Grantor's opinion shall affect the desirability or suitability of such proposed structure, improvements or alterations.

5. MOVING OF BUILDINGS, CONSTRUCTION OF OUTBUILDINGS.

No building or structure shall be moved onto any land embraced in said plat from any land outside of said plat. No building of any kind shall be erected or maintained on a building site prior to the erection of the dwelling house thereon.

6. PROSECUTION OF CONSTRUCTION WORK. The work of construction of all buildings and structures shall be prosecuted diligently and continuously from commencement of construction until such buildings and structures are fully completed and painted.

7. EXCAVATION, DIGGING OF WELLS. All surplus earth removed from any lot shall, at the option of the Grantor, become Grantor's property, and when removed shall be dumped by the property owner at the owner's expense at such place or places as the Grantor shall designate but not more than 1,000 feet from the point of excavation. No well for the production of, or from which there is produced, oil, gas or water, shall be dug or operated on said premises, nor shall any machinery appliance or structure be placed, operated or maintained thereon except as may be usual and customary in connection with the maintenance of a private residence, nor shall any excavation for stone, sand, gravel or earth be made on said premises unless such excavation is necessary in connection with the erection of an approved structure thereon.

8. SEWER SYSTEM. Until such time as the sewer system installed in Blue Ridge Addition and the maintenance thereof is conveyed to and assumed by an incorporated city or other public body, all costs incurred by the Grantor in the repair, replacement or maintenance of said sewer system shall be borne by the owners of property in said addition in the same proportion as the area owned by each owner bears to the total area of privately owned property, and each lot shall be subject to a lien in favor of the Grantor for the proportion of such costs determined as aforesaid. No privy, cesspool, septic tank or disposal plant shall be erected or maintained in any part of said Addition unless written permission be first obtained from the Grantor.

9. REFUSE DISPOSAL, STORAGE OF MATERIAL. No trash, ashes or other refuse may be thrown or dumped on any vacant lot in said Addition. No building material of any kind shall be placed or stored upon any property in said Addition until the owner is ready to commence construction and then such material shall be placed within the property line of the parcel of land upon which structures are to be erected and shall not be placed in the streets or between the curb and property line.

10. FENCES; HEDGES. No fence, hedge or boundary wall situated anywhere upon any lot shall have a height greater than six feet above the finished graded surface of the ground upon which such fence or wall is situated, nor shall any fence, hedge or wall situated on any building site between said "building line" and the line of the street fronting on said building site have a height greater than four feet above the finished graded surface of the ground upon which such fence, hedge or wall is situated, unless the written permission of the Grantor is first obtained.

11. NOXIOUS USE OF PROPERTY; SPITE FENCES. No noxious or undesirable thing, trade or business or noxious or undesirable use of the property in said Addition whatsoever shall be permitted or maintained upon said property or in said Addition, and whether or not a thing, trade, business or use is undesirable or noxious is within the determination of the Grantor. The

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construction or maintenance of a spite or nuisance wall, hedge, fence or tree shall be prohibited on such property, and whether or not a wall, fence, hedge or tree falls within the latter category shall be within the determination of the Grantor.

12. BILLBOARDS, SIGNS. No signs of any kind or for any use, except public notices erected by a political subdivision of the state or as required by law, shall be erected, posted, painted or displayed upon "residence lots" or "reserves". A "reserve" is property reserved by the Grantor as in the next succeeding paragraph provided. No signs shall be permitted on "business lots" except such as are related to the business conducted thereon and which are painted on or attached to the buildings in which such business is conducted. Signs on fences, billboards and like structures shall not be permitted. It is provided, however, that any owner may erect and display signs during the period the owner's property is for sale.

13. PROPERTY FOR RECREATIONAL USE. Tracts A, B, C and D are not dedicated to the public but at the option of the Grantor may be used for parks, playgrounds, clubhouse, gardens or other uses designated by the Grantor, except business purposes, and may hereafter be sold or subdivided into residence lots and streets, in which case such tracts, or any subdivision thereof, shall be subject to the same restrictive covenants and reservations as are applicable to other residence lots embraced within said plat.

14. DESIGNATION OF "BUSINESS LOTS". Tract E, Lots 8, 9, 10, 11 and 12 in Block 3, Lots 11, 12, 13, 14 and 15 in Block 4, Lots 12, 13 and 14 in Block 5, Lots 11 and 12 in Block 11, Lots 1, 2, 15, 16, 17, 18 and 19 in Block 12, and Lots 19 and 20 in Block 21, may be designated "business lots" at the option of the Grantor.

15. USE OF BUSINESS LOTS. Upon the designation of any of said lots as "business lots" as aforesaid, the lots so designated shall be restricted in use to the following types of business establishments only, to-wit:

- (a) Stores - wholesale or retail
- (b) Offices - business or professional
- (c) Banks
- (d) Restaurants
- (e) Clubhouses
- (f) Theatres
- (g) Police and fire station
- (h) Printing establishment
- (i) Telephone exchange and telegraphic office
- (j) Shops for custom work or the making of articles to be sold at retail on the premises.
- (k) Gasoline, filling or service station
- (l) Garage and automobile repair shop
- (m) Clothes cleaning and pressing shop
- (n) Kindergarten and studio
- (o) Residence, subject to restrictions applicable to residence lots.

16. ANIMALS. No fowl or animal other than song birds, dogs or cats as household pets, shall at any time be kept upon land embraced in this Addition.

17. AMENDMENTS. The owner or owners of the legal title to not less than 300 residence lots in said Addition may at any time by an instrument in writing duly signed and acknowledged by said owner or owners, terminate or amend said Mutual Easements of Blue Ridge Addition, and such termination or amendment as to all or any of the property in said Addition shall become effective upon the filing for record of such instrument or instruments in the office of The Department of Records of King County, State of Washington. In the alternative, the Mutual Easements may be amended by the vote of three-fourths (3/4) of the Board of Directors of The Blue Ridge Club, Inc. and two-thirds (2/3) of those shareholders of The Blue Ridge Club, Inc., which shareholders are also bound by these mutual easements and

are present in person or by proxy at an annual shareholders meeting, or a specially called shareholder meeting after a minimum of sixty (60) days notice. A vote of the shareholders to amend these mutual easements shall require a quorum of over fifty (50%) percent in person or by proxy in order for the vote to be valid and effective. The vote and procedure undertaken to amend these mutual easements pursuant to this later procedure shall be certified by the president and secretary of The Blue Ridge Club, Inc. under the penalty for perjury under the laws of the state of Washington and signed and acknowledged in writing by both officers. Such instrument or instruments shall recite proper references to the records of said office by volume and page of the recording of the plat of Blue Ridge Addition, the recording of this document and the recording of all subsequent instruments amending said Mutual Easements of Blue Ridge Addition.

THIS AGREEMENT is signed and acknowledged on the date indicated by the following owners of lots within Blue Ridge Addition according to the plat being recorded in the records of the Department of Records of King County in Volume 33 of Plats, page 29, et seq.:

9003061445

Signature: Douglas S. Durham Printed Name: Douglas S. Durham  
Dated Signed: March 19, 1989 Block and Lot Nos.: Blk 7, Lot 6  
Street Address: 10550 Valmay N.W., Seattle, WA 98177

Signature: Ellen M. Durham Printed Name: Ellen M. Durham  
Dated Signed: March 19, 1989 Block and Lot Nos.: Blk 7, Lot 6  
Street Address: 10550 Valmay NW, Seattle WA 98177

Signature: J. Harvey Losh Printed Name: J. HARVEY LOSH  
Dated Signed: 3-20-1989 Block and Lot Nos.: 11 Block Lot 11  
Street Address: 1518 NW Blue Ridge Dr. Seattle 98177

Signature: MARION J. Losh Printed Name: MARION J. Losh  
Dated Signed: March 20, 1989 Block and Lot Nos.: Block 11 - Lot 11  
Street Address: 1518 NW Blue Ridge Dr. Seattle, WA 98177

Signature: Paul Anderson Printed Name: Paul Anderson  
Dated signed: March 19, 1989 Block and Lot Nos.: Block 11, Lot 6 + S 13' 0" Lot 5  
Street Address: 10216 Valmay Ave NW

Signature: Heather Anderson Printed Name: Heather Anderson  
Dated Signed: 3/19/89 Block and Lot Nos.: Blk 11, Lot 6 + S 13' 0" Lt. 5  
Street Address: 10216 Valmay Ave. NW.

Signature: Winifred M. Hageman Printed Name: WINIFRED M HAGEMAN  
Dated Signed: 3/19/89 Block and Lot Nos.: LOT 11 BL 7  
Street Address: 10504 VALMAY AVE. N.W.

58 Pages of SIGNATURES AND ACKNOWLEDGEMENTS FOLLOW

**NOTICE OF A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE BLUE RIDGE CLUB, INC.  
REGARDING DUES AND FEES  
TO LOT OWNERS OF THE BLUE RIDGE ADDITION**

*According to the plat recorded in the records of the  
Department of Records of King County in Volume 33 of  
Plats, pages 29, 30, 31 and 32*

**THIS IS TO NOTIFY** all owners and intended purchasers of lots in Blue Ridge Addition of the following rights and obligations:

1. Every owner of a lot in Blue Ridge Addition is an owner of one or more shares or a fraction of a share in The Blue Ridge Club, Inc. The Blue Ridge Club, Inc. operates certain club activities which include, but not limited to the use of the swimming pool, tennis courts and club house.;
2. Before any owner may use any of these club activities, certain dues and fees are required to have been paid. Each residence in Blue Ridge Addition shall be required to pay a \$1,100.00 fee as of January 1, 1991 including such later increases as from time to time the Board of Directors of The Blue Ridge Club, Inc. shall pass. This is a one-time fee directed at residences rather than owners. If it has been paid by a previous owner, then it is not a charge to a new owner as a prerequisite to the new owner's participation in club activities.
3. In addition to the one-time \$1,100.00 assessment on each residence, there is an initiation fee of \$400.00, which is personal to each resident family together with annual dues of \$315.00 per year, or \$245.00 for seniors over 65, both effective January 1, 1991, subject to such later increases and late payment penalties as the Board may from time to time pass;

RECEIVED THIS DAY  
DEC 12 2 05 PM '90  
BY THE CLERK OF THE BOARD OF DIRECTORS  
KING COUNTY

90/12/12  
RECD F  
REC FEE  
CASHSL

6.00  
2.00  
\*\*\*\*\*8.00  
SS

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4. According to Article V of the Articles of Incorporation of The Blue Ridge Club, Inc. upon the transfer of title from one lot owner to another, the Club shall be advised in writing.
5. All written questions and notices may be sent to The Blue Ridge Club, Inc., 10040 - 15th Avenue N.W., Seattle, WA 98177.

This Notice shall apply to lots within Blue Ridge Addition according to the plat being recorded in the records of the Department of Records of King County in Volume 33 of Plats, pages 29, 30, 31, and 32.

BY BOARD RESOLUTION, this 10th day of December, 1990.

THE BLUE RIDGE CLUB, INC.

By: J. Harvey Losh  
Dr. J. Harvey Losh, President

By: James P. Moynihan  
James P. Moynihan, Secretary

D:\DSD\BLUERIDGE\nOTICES

FILED for record at request of

Name Douglas S. Dunham

Address 707 - 5th Ave Suite 5700

Seattle, WA 98104-7094

9012120798

Return Address:

Earle J. Hereford, Jr.  
Law Offices of Earle J. Hereford, Jr., P.L.L.C.  
700 Fifth Avenue, Suite 5600  
Seattle, WA 98104-5056

1998 AMENDMENTS  
TO THE MUTUAL EASEMENTS OF  
BLUE RIDGE ADDITION, ADDING  
NEW PARAGRAPHS 18 AND 19

Reference No.: 9C03061445.

Grantors: W.E. Boeing and Bertha Boeing; The Blue Ridge Club, Inc.

Grantee: D.R. Drew and Demerice E. Drew (as first grantee).

RECITALS

(A) On the 24<sup>th</sup> day of February 1930, there was filed for record in the office of the Auditor of King County, Washington, a plat, dated February 14, 1930, of certain land in King County, known as "Blue Ridge, an Addition to King County," said plat being recorded in the records of said County Auditor in Volume 33 of Plats, pages 29, et seq.

(B) The land in Blue Ridge Addition is subject to and bound by certain restrictive mutual easements, hereafter referred to as "Mutual Easements of Blue Ridge Addition," which are set forth in that certain deed from W. E. Boeing and Bertha Boeing, his wife, Grantors, first parties, to D. R. Drew and Demerice E. Drew, his wife, Grantees, second parties, which deed is dated April 22, 1935 and is recorded in the records of the Auditor of King County, Washington, in Volume 1631 of Deeds, pages 239, Auditor's File No. 2850037, et seq., and which are also set forth in the "Amendment of Mutual Easements of Blue Ridge Addition to King County, State of Washington," dated August 30, 1938, and recorded with the Department of Records of King County in Volume 1803 of Deeds, page 25, Auditor's File No. 3010058, et seq.

(C) The Mutual Easements of Blue Ridge Addition were amended in 1989. Those amendments are set forth in the "1989 Amendment of Mutual Easements of Blue Ridge, an Addition to King County, State of Washington" dated

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March 6, 1990 and recorded with the Department of Records of King County, Recording No. 9C03C61445.

(D) Procedures for amending the Mutual Easements of Blue Ridge Addition are set forth in Paragraph 17 of the 1989 Amendment of Mutual Easements of Blue Ridge Addition.

**NEW PARAGRAPHS NO. 18 AND 19 TO THE  
MUTUAL EASEMENTS OF BLUE RIDGE ADDITION**

Pursuant to the procedures established in Paragraph 17 of the 1989 Amendment of Mutual Easements of Blue Ridge Addition, the following new Paragraphs 18 and 19 have been added to the easements:

18. ASSESSMENT FOR BASIC SERVICES. The owners of all residences on lots in the Blue Ridge Addition shall share equal financial responsibility for the taxes, insurance, maintenance, neighborhood-wide services, and similar costs related to the common properties of the Addition. At the annual meeting, the Blue Ridge Board of Directors shall present a separate budget for taxes, insurance, maintenance, neighborhood-wide services, and similar costs related to the common properties. These costs for the common property and services will be divided equally among all owners of residences, and each residence will be assessed an equal share. The Board of Directors shall cause notice of the annual assessment to be sent to each residential lot owner, and payment of the common fee shall be due within 90 days of the date of the notice. In the event the owner of any residence fails to timely pay any assessment obligation, the Corporation shall have the right to undertake such collection efforts as it deems appropriate, including, but not limited to, court action. Any property owner who fails to timely pay any assessment obligation in respect to said residence shall be liable, in addition to the principal amount of the obligation, for interest at the maximum rate permitted by law, and for costs of collection, including reasonable attorney fees.

19. NON-WAIVER. The failure of the Grantor or Board of Directors or any of their duly authorized agents or any owner of lots in the Blue Ridge Addition to insist in any one or more instances upon the strict performance or compliance with the *Mutual Easements of Blue Ridge Addition*, or any article or by-law or rules and regulations of the Blue Ridge Club, Inc., or to exercise any right or option contained therein, or to serve any notice or to institute any action or summary proceedings, shall not be construed as a waiver or relinquishment of such right for the future, but no waiver of such right to enforce any of the provisions of the *Mutual Easements of Blue Ridge Addition* or the articles, by-laws, rules or regulations of Blue

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