

Protective covenants, restrictions, and easements for Oakbrook 7th Addition, contained in instrument recorded December 2, 1977 under Pierce County auditor's fee no. 2782717

The undersigned, being the owners of all the lots, tracts and parcels of land situated within the boundaries of hat certain subdivision known as Oakbrook 7th Addition, according to plat (the "plat") recorded or to be recorded in the office of the auditor of Pierce County, Washington, do hereby declare that all of the properties included within said plat shall be held, sold, conveyed, and occupied subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property.

Article i

GENERAL PROTECTIVE COVENANTS

Section 1. "lot" shall mean any plot of land shown upon the said plat with the exception of streets.

Section 2. No lot shall be used except for residential purposes. No structure or building of any kind shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling for single family occupancy only, not to exceed two stories in height.

Section 3. No dwelling shall be permitted on any lot which does not conform to the following: the ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1,200 square feet for a one-story dwelling, nor less than 900 square feet for a dwelling of more than one story. Each dwelling of more than one story shall also have an aggregate finished area of 1,400 square feet, exclusive of one-story open porches and garages.

Section 4. No building shall be located on any lot nearer than 20 feet to the front line, nearer than 20 feet to any side street line, nearer than 7 feet to an interior lot line, or (as to a building located on an interior lot) nearer than 15 feet to the rear lot line. In Addition, no building or structure shall be built closer than 25 feet to the property line abutting Onyx or Zircon Dr. S.W. For the purpose of this covenant, eaves and steps shall not be considered as a part of the building, but in no case shall a portion of a building on a lot encroach upon another lot.

Section 5. No fence, wall, hedge, or mass planting shall be permitted nearer to any street than the minimum building setback lines set forth above.

Section 6. No lot shall be divided or sold in Additional lots or building sites.

Section 7. No building, fence, wall, or other structure (including anything or device other than trees, shrubbery or landscaping) shall be commenced, erected, or maintained upon any lot, nor shall any exterior Addition to or change or alteration therein be made until the plans, specifications and plot plans showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural control committee composed of the following:

William N. Riley, 8009 Sapphire Dr. S.W., Tacoma, Washington 98498

Joseph Armos, 657 130th Avenue N.E., Bellevue, Washington 98005

Robert Hamilton, 3201 S.W. 325th, Federal Way, Washington 96003

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time after January 1, 1985, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

Section 8. No structure of a temporary nature, trailer, boat, boat trailer, camper, mobile home, motor home, basement, tent, shack, garage, barn or other outbuildings shall. Be used on any lot at any time as a residence, either temporarily or permanently. No trailer, boat, boat trailer, truck, camper, mobile home or motor home shall be permitted to remain on any lot unless placed or maintained within an enclosed garage or carport.

Section 9. No building shall be constructed upon any of the lots described below which is higher than 32 feet as measured from the top of the street curbing in front of the lot, at the center of the lot. Height of a building shall be defined as "the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the average height of the highest gable of a pitched or hipped roof." The lots referred to above are the following:

Lots #31, 32, 33, 34, 36, 52, 53, 54, 55, 56, 51, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 66, 69, 70, â 71, 72, 73, 74, 75, 76. 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93., 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 154. 155, 156, 157, 158, 159,160, 161, 162, 163, 164, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 327. 328, 329, 330, 331, 332, 333, 334, 335, 336, 331, 338, 339, 340, 341, 342, 343, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359.

Section 10. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats and other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose or in unreasonable numbers. Owners will be required to keep pets within the confines of their property.

Section 11. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon, which may be or may become an annoyance or disturbance or nuisance to the neighborhood.

Section 12. Any dwelling or structure erected or placed on any lot shall be completed as to external appearance, including finished painting. Within nine months from the date of commencement of construction, except for reasons beyond the builder's control.

Section 13. No sign or billboard of any kind shall be displayed to public view on any portion of any lot, except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. All signs erected or displayed must have approval of the architectural control committee.

Section 14. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 15. No oil drilling, oil developing operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shaft be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

Section 16. No individual water supply shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of local public health authorities. Approval of such system as installed shall be obtained from such authority.

Section 17. No individual sewage system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of local public health authorities. Approval of such system as installed shall be obtained from such authority.

Section 18. All outside utility lines shall be underground except those already installed above ground at 2/1/77.

Section 19. The architectural control committee and its agents may at any time enter upon any lot that is vacant for the purpose of cutting, plowing under, burning or otherwise removing weeds and removing or disposing of rubbish or litter. No such entry shall be deemed a trespass and the cost of such work shall be billed to and paid by the owner of the lot and shall constitute a lien on the lot from and after the date that notice of delinquency is filed for record. The lien may be enforced by the person or entity performing the work in the manner provided by law with respect to a mortgage or with

respect to the lien of mechanics and materialmen or with respect to any other lien on real property. In order for the lien to be discharged, the owner of said lot shall pay, in Addition to the amount of the lien, all costs for foreclosure or other enforcement of the lien, including reasonable attorney's fees. Such lien shall be subject and subordinate to the lien of any mortgage or deed of trust on the property.

Article ii

CHARGES IN LIEU OF AREA ASSESSMENT

Each owner or contract purchaser of any lot (except lots owned by United Homes division of Nu-West Pacific, Inc.) By acceptance of a deed or real estate contract therefore is deemed to covenant and agree to pay to the Pierce County utilities department, or other appropriate County department having jurisdiction, charges in lieu of area assessment for sanitary sewer if and when required by Pierce County.

Article iii

EASEMENTS

Easements are reserved as indicated on the plat and as shown by instruments of public record. To the extent not provided for in easements indicated on the plat or by record, easements for utilities and drainage are reserved over a 2-1/2 foot wide strip along each side of interior lot lines and over the rear 5 feet of each lot. Within all of the preceding easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retire the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

Article iv

TERM, ENFORCEMENT AND CONSTRUCTION

Section 1. The architectural control committee, and each owner or contract purchaser of any lot or lots subject to these covenants, shall have the right to enforce by any proceeding at law or in equity all restrictions, covenants, conditions, reservations, liens and charges now or hereafter imposed by the provisions of these covenants. The failure by the

architectural control committee or any owner or contract purchaser to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. These covenants and restrictions shall run with and bind the land, shall inure to the benefits of and be enforceable by the architectural control committee, the owner or contract purchaser of any lot or lots subject to these covenants, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date these covenants are 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 or contract purchasers then owning 75 percent of the lots, shall have been filed with the Pierce County Auditor. These covenants and restrictions may be amended during the first twenty-five years by an instrument signed by not less than the owners or contract purchasers then owning 90 percent of the lots in the plat, and thereafter by an instrument signed by not less than the owners or contract purchasers then owning 75 percent of the lots in the plat. Amendments shall take effect when they have been recorded with the Pierce County auditor.

City of Lakewood

Chapter 8.52

Vegetation

Sections

8.52.010 Uncontrolled weeds and vegetation

08.52.010 - Uncontrolled Weeds and Vegetation

A. It is unlawful for any person to permit or allow weeds or vegetation to become uncontrolled on any property within the City over which he or she has ownership, occupancy or control. "Uncontrolled weeds or vegetation" shall be defined as follows:

- 1. Any undesired, uncultivated and unsightly plants growing in profusion so as to crowd out desired plant growth or disfigure a lawn; or*
- 2. Any vegetation growth, including but not limited to weed, grasses, bushes, hedges and trees or tree branches, which obstructs the vision of people in vehicles or on sidewalks or right-of-ways so as to interfere with the safe, full and free use of any street, sidewalk or right-of-way within the City; or*
- 3. Any vegetation growth that creates a fire or other safety hazard;*
- 4. Any accumulation of weeds, brambles, berry vines, or other vegetation which is over-growing any structure or which exceeds an average height of fifteen (15) inches. It is provided, however, that the City Manager or*

designee is authorized to grant a variance from the provisions of this sub-section D where the accumulation of vegetation does not constitute a fire hazard, does not constitute a safety hazard and does not constitute a harborage of insects, rodents or other pests, and where, because of the unique topographical, agricultural or rural character of the property on which the accumulation is located, the accumulation of vegetation enhances the property or is not visible from any other property. The granting of any such requested variance shall be conditioned on the accumulation of vegetation not thereafter constituting a fire hazard, a safety hazard or a harborage of insects, rodents or other pests. The decision of the City Manager or designee granting or denying any such requested variance may be appealed within 14 days of the decision as follows: The decision of the City Manager or designee denying any such requested variance may be appealed to the City Council by the person or persons owning, occupying or controlling the property, and the decision of the City Manager or designee granting any such requested variance may be appealed to the City Council only by persons living or owning property in the immediate vicinity of the property on which the accumulation of vegetation is located and where the accumulation of vegetation is visible from the property of such persons.

- B. Violation of this Section shall be punishable by a civil fine in the amount of up to five hundred dollars (\$500) per violation, providing that each day of violation shall constitute a separate violation. In Addition to the civil fine(s), violations of this Section may be abated by the City in accordance with the provisions of Chapter 8.16 of this Code.*

(Ord. 181 § 10, 1998; Ord. 112 § 2, 1997; Ord. 45 § 1, 1996.)