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GARY FAULF MISC 36.00  
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04/10/2007 10:25  
KING COUNTY, WA

Reference No.: 4343358, 960405094, 8708210572, 8708210578,  
8708210579, 8708210580, 8708210581, and  
8708210582  
Grantor/Borrower: Monterey Club  
Grantee/Assignee/Beneficiary: Monterey Club  
Legal Description:  
Assessor's Tax Parcel ID No.:  
Title of Document: Monterey Club Constitution and By Laws Revised  
January 27, 2007

The attached document entitled "Monterey Club Constitution and By Laws Revised January 27, 2007" shall be incorporated in that document known as "Monterey Terrace Addition" which was recorded under King County Auditor's file number 4343358 and the document entitled: "Second Amendment to Restrictive Covenants of Monterey Terrace Addition" which was recorded under King County Auditor's file number 9604050948 and the Original Covenants, which were recorded under King County recording numbers 8708210572, 8708210578, 8708210579, 8708210580, 8708210581, and 8708210582.

MONTEREY CLUB  
CONSTITUTION AND BY LAWS  
REVISED JANUARY 27, 2007

Article 1.

The name of this association is "The Monterey Club", and its purpose and object is the betterment of the physical surroundings and social relationships within the area of Monterey Terrace, Renton, WA

Article 2.

The government of the association shall be vested in an Executive Board of Directors consisting of a President, Vice President, Secretary and Treasurer. All members of the association shall be members of the Board of Directors.

Article 3.

Membership shall be limited to all owners of property in Monterey Terrace, Renton, WA.

Article 4.

Vacancies in officers of the association shall be filled by appointment of the Board of Directors at the next regular meeting of the association or sooner by special meeting, and such appointees shall hold office until the next annual meeting.

Article 5.

Annual election of officers shall take place at the annual meeting of the association, which is any Tuesday in September during each year in which this association is active.

Article 6.

A quorum at regular, special meetings and the Annual Meetings of the Board of Directors shall consist of a those present.

Articles 7.

Regular meetings of the Association shall be scheduled by the President, when deemed necessary, in the City of Renton, Washington

Article 8.

Special meetings maybe called by club officers to discuss or resolve matters of community concern as requested by a director.

Article 9.

Duties of offices shall be as follows: President shall preside at the meetings and sign all contracts authorized by the Board of Directors: The Vice President shall serve in the incapacitations or absence of the President: the Secretary shall keep the minutes and records of the association, and the Treasurer shall keep the funds of the association.

Article 10.

There shall be no initiation fee and dues shall be at the rate of \$50 (as of 09-01-2007 and may be changed by a vote of the majority at the annual meeting)per year per home, payable on or before Sept 1<sup>st</sup> (unless necessity requires a different date) of each year. Dues will be mandatory due to the fact that said dues are used to maintain the front entry way in accordance with the Bill of Sale with the City of Renton.

Article 11.

Delinquencies in dues shall, at the discretion of the Board, result in temporary or permanent suspension of a member. Those dues shall be collected at the time of sale of the delinquent home.

Article 12.

Deposits of the association shall be made with First Savings Bank of Renton, Renton, Washington, and withdrawals shall be made by one of the four officers of the association for any amount under \$500, and shall be made by any two of the four officers of the association for any amount over \$500.

Article 13.

Amendments to the Constitution and By Laws may be made by a vote of two thirds of those:

- Present at any regular, special or annual meeting of the Board of Directors with prior notification to the membership of items being presented for consideration.
- Board of Directors voting via email, US mail or personal delivery of voting ballots received, with prior notification to the membership of items being presented for consideration.

(Originals located with Monterey Club documents)

SECOND AMENDMENT TO RESTRICTIVE COVENANTS OF MONTEREY TERRACE ADDITION  
RENTON, KING COUNTY, WASHINGTON

WHEREAS, a declaration of protective covenants, restrictions and easements dated May 7, 1953 relating to the plat of H. G. White's Monterey Terrace Addition to the City of Renton (a plat filed for record under Volume 50 of Plats, Page 36 records of King County, Washington – hereinafter referred to as the "Subdivision") was recorded under King County Recording No. 4343358 (the "Original Covenants"); and

WHEREAS, the Original Covenants were subsequently amended by multiple identical recorded under King County Recording Nos. 8708210572, 78, 79, 80, 81, and 82 (the "First Amendments") (as so amended, the "Existing Covenants") and

WHEREAS, the Original Covenants provide for amendment by a vote of a majority of the owners of the lots in the Subdivision, and

WHEREAS, one of the sentences set forth in paragraph eleven of the Original Covenants reads: "[n]o extension of any utility service beyond the present boundaries of the subdivision shall be made from any lot in the subdivision" (which sentence is hereinafter referred to as the "Existing Utility Service Extension Provision"); and

WHEREAS, the Existing Utility Service Extension Provision is restated verbatim in the First Amendment, and

WHEREAS, the current owners of a majority of the lots within the Subdivision wish to amend the Existing Covenants as set forth below so as to modify the Existing utility Service Extension Provision.

WHEREAS, with respect to these facts, the undersigned current owners of a majority of the lots within the Subdivision covenant and agree as follows:

1. The Existing Covenants are hereby amended by the deletion of the Existing Utility Service Extension Provision and the substitution of the following sentence

No extension of any utility service or any roadway beyond the present boundaries of the subdivision shall be made from any lot in the subdivision, provided, however, that the term "utility service" as used herein shall not be deemed to include (a) sewer mains that are to be owned and operated by the City of Renton, a Washington municipal corporation or (b) gas lines.

2. This instrument may be executed in counterparts, all of which shall be collectively deemed to be one fully executed instrument upon the execution of at least one counterpart original by each of the signatories hereto.
3. Except as herein amended, the Existing Covenants remain Unchanged.

IN WITNESS WHEREOF, the undersigned owners of lots within the Subdivision have signed this Second Amendment on the dates (s) set forth below.

(Originals located with Monterey Club documents)



AMENDMENTS TO RESTRICTIVE  
COVENANTS OF MONTEREY TERRACE  
ADDITION, RENTON KING COUNTY OF WASHINGTON

WHEREAS, an updating of the covenants is needed and a mechanism has been provided in the covenants for updating, and,

WHEREAS, the original covenants were designed to protect views of the individual lots, and

WHEREAS, the following majority of owners of lots of Monterey Terrace, Renton, WA subdivision wish to amend restrictive covenants recorded May 7, 1953 under auditors file No. 4343358, they do amend such covenants as follows:

Paragraph one is amended to read as follows:

All lots in the subdivision shall be known and described as residential lots. No structure or building of any kind shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling, for single family occupancy only, and not to exceed the present height of improvements as presently constructed, provided, however, that the height limit for single family residential dwellings on Lots 7 through 16, Block 4, shall be 25 feet as measured from the mean ground level elevation of the front of the residence.

Paragraph two is deleted.

Paragraph nine is amended to read as follows:

No dwelling shall be erected or placed on any lot within the subdivision which has a ground floor area of the main structure exclusive of open porches and garages of less than 1100 square feet.

Paragraph eleven is amended to read as follow:

No signs of any kind shall be placed on any building or lot at any time except realty or political signs.

Utility easements are reserved as shown on the recorded plat of the subdivision for utility installation and maintenance. No extension of any utility service beyond the present boundaries of the subdivision shall be made from any lot in the subdivision. No fence, hedge or boundary wall shall be higher than 6 feet above the finished surface of the ground, no shall any tree or shrub, other than those left at the time of the original platting, be permitted to reach a height that will obstruct the major view of the main floor level of neighboring properties.

Paragraph twelve is amended to read as follows:

These restrictive covenants shall run with the land and shall be binding on all parties hereto and all person claiming under them until January 1, 1988 at which time said covenants shall be automatically extended from successive 10 year periods unless by vote of a majority of the then owners of the lots in the subdivision it is agreed to change said covenants in whole or in part. If the parties hereto or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein it shall be lawful for any person or persons owning any real property in the subdivision to prosecute any proceedings at law or in equity against the person or persons so violating or attempting to violate any such covenant or restriction and either to prevent his or them from so doing or to recover damages for such violation or both.

#4343358 (05-07-1953)  
MONTEREY TERRACE ADDITION

All lots in the subdivision shall be known and described as residential lots. No structure or building of any kind shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling for single family occupancy only, and not to exceed one and one-half stories in height and private garage for not more than two cars. No building shall be erected, placed or altered on any building plot in the subdivision until the building plans, specifications and plot plan showing the location such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision and as to location of the building with respect to topography, finished ground elevation and lot boundaries by a committee composed of Robert A. Ferguson, H. G. White and J. H. Bell or a representative designated by a majority of the members of the committee.

In the event of the resignation, in capacity or death of any member of the committee the remaining members or member shall have been designated the committee shall consist of such remaining members or member. In the event said committee or the designated representative fails to approve or disapprove such design and location within 30 days after said plans and specification have been submitted to it, or in any event if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services pursuant to the covenant. The powers and duties of such committee and of the designated representative shall cease on and after January 1, 1963. Thereafter the approval described in this covenant shall not be required unless prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in the subdivision and duly recorded appointing a new committee who shall thereafter exercise the same powers previously vested in the original committee.

No residential structure shall be erected or placed on any building plot which has an area of less than 6000 square feet or which is less than 60 feet in width at the front line of the building.

No building shall be located on any lot nearer than 20 feet to the front lot line nor nearer than 25 feet to the rear lot line, except that a detached garage may be nearer than 25 feet to the rear lot line.

No building shall be nearer than 5 feet to an interior lot line except that no side yard shall be required for a detached garage located within the rear 30 feet of the lot. For the purposes of this paragraph, eaves, steps and open porches shall not be considered as a part of a building, provided however nothing herein shall be construed to permit any part of a building on a lot to encroach upon another lot.

No trade or business nor any noxious or offensive activity shall be carried on upon any lot or plot in the subdivision nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood.

No trailer, basement, tent, shack, garage or other outbuildings erected or placed on the subdivision shall at any time be used as a residence, either temporarily or permanently nor shall any structure of a temporary character be used as a residence.

No trailer, machinery appliance or unsightly material or thing shall be placed and openly stored on any lot in the subdivision except such as may be temporary and necessary in connection with the construction of a permanent structure and is promptly removed upon the completion of such construction.

No dwelling shall be erected or placed on any lot in the subdivision which

- (a) costs less than \$1000.00, or
- (b) has a ground floor area of the main structure exclusive of open porches and garages of less than 1100 square feet.

No animals or poultry of any kind shall be raised, bred or kept on any lot other than dogs, cats and other household pets kept solely and exclusively as household pets. Any dwelling or structure erected or placed on any lot in the subdivision shall be completed as to external appearance including finished painting, within 9 months from date of commencement of construction and shall be connected to the public sewer.

No signs of any kind shall be placed on any building or lot at any time or without the prior written permission of the restrictions committee. Utility easements are reserved as shown on the recorded plat of the subdivision for utility installation and maintenance. No extension of any utility service beyond the present boundaries of the subdivision shall be made from any lot in the subdivision. No fence, hedge or boundary wall shall be higher than 6 feet above the finished surface of the ground, nor shall any tree or shrub, other than those now existing be permitted to reach a height that will obstruct the floor level view of the neighboring property.

These restrictive covenants shall run with the land and shall be binding on all parties hereto and all persons claiming under them until January 1, 1978 at which time said covenants shall be automatically extended for successive 10 year periods unless by vote of a majority of the then owners of the lots in the subdivision it is agreed to change said covenants in whole or in part. If the parties hereto or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein it shall be lawful for any person or persons owning any real property in the subdivision to prosecute any proceedings at law or in equity against the person or persons so violating or attempting to violate any such covenant or restriction and either to prevent him or them to from so doing or to recover damages for such violation or both.

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

(Originals located with Monterey Club documents)