

Return Address:

Westridge Auburn LLC
9675 SE 36th St #105
Mercer Island, WA 98040



20150723000596

ACH HOMES LLC COV 106.00
PAGE-001 OF 035
07/23/2015 12:09
KING COUNTY, WA

Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

- 1. CC and Rs
- 2. _____
- 3. _____
- 4. _____

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

Grantor(s) Exactly as name(s) appear on document

- 1. Westridge Auburn LLC
- 2. _____

Additional names on page _____ of document.

Grantee(s) Exactly as name(s) appear on document

- 1. The Public
- 2. _____

Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

The West Half of the SW Quarter of the SE Quarter of Section 2, Township 21 N, Range 4 East, W.M., in King County, Washington. Except that portion conveyed to King County by Deed Recorded under Recording Number 8711020577.
Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number

Assessor Tax # not yet

assigned 0221049027

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

After Recording, return to:

Westridge Auburn, LLC
9675 SE 36th Street, Suite 105
Mercer Island, WA 98040

DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
WESTRIDGE AUBURN HOMEOWNERS ASSOCIATION

**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WESTRIDGE AUBURN**

THIS DECLARATION AND COVENANTS, CONDITIONS AND RESTRICTIONS FOR WESTRIDGE ("Declaration") is made on the date hereinafter set forth by **WESTRIDGE AUBURN, LLC, a Washington Limited Liability Company** ("Declarant"), who is the owner of certain land situated in the State of Washington, County of King, known as Westridge Auburn (hereinafter referred to as "Westridge Auburn"), which is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference. In order to ensure preservation of the residential environment at Westridge Auburn, Declarant agrees and covenants that all land and improvements now existing or hereafter constructed thereon shall be held, sold, conveyed subject to, and burdened by the following covenants, conditions, restrictions, reservations, limitations, liens and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of such lands for the benefit of all of such lands and the owners thereof and their heirs, successors, grantees and assigns. All provisions of this Declaration shall be binding upon all parties thereof and shall inure to the benefit of each owner thereof and to the benefit of the Westridge Auburn Homeowners Association and shall otherwise in all respects be regarded as covenants running with the land.

**ARTICLE I
DEFINITIONS**

For the purposes of the Declaration and the Articles of Incorporation and the Bylaws of Westridge Auburn Homeowners Association, certain words and phrases shall have particular meanings as follows:

Section 1. "Association" or "Homeowners Association" shall mean and refer to WESTRIDGE AUBURN HOMEOWNERS ASSOCIATION, its successors and assigns.

Section 2. "Board" shall mean and refer to the Board of Directors of the Association, as provided for in Article X. For purposes of exercising the powers and duties assigned in this Declaration to the Board, this term shall also mean the Initial Board of Declarant, as provided in Article II, unless the language or context clearly indicates otherwise.

Section 3. "Properties" subject to this Declaration shall mean and refer to the real property described with particularity in Exhibit "A" and such Other Parcels which may hereafter be brought within the jurisdiction of the Association.

Section 4. "Owner" or "Lot Owner" shall mean and refer to record owner (whether one or more persons or entities) of a fee interest in any Lot, including the Declarant, but excluding Mortgagees or other persons or entities having such interest merely as security for the performance of any obligation. Purchasers or assignees under recorded real estate contracts shall be deemed Owners as against their respective sellers or assignors.

Section 5. "Common Areas" and "Common Maintenance Areas". Common Areas shall mean and refer to any of the real property (including the improvements thereon) owned by the Association for the common use and enjoyment of the members of the Association. Common Maintenance Areas shall mean those portions of all real property (including the improvements thereon) maintained by the Association for the benefit of the members of the Association.

Section 6. "Lot" shall mean and refer to any plot of land, excluding tracts, and excluding Lot 16, as shown upon any recorded subdivision map of the Properties. Lot shall include the Residence located thereon.

Section 7. "Declarant" shall mean Westridge Auburn, LLC, a Washington limited liability company and any of its successors and assigns who identifies itself as a successor Declarant in a recorded instrument and who assumes all the obligations of Westridge Auburn, LLC as Declarant under the agreement.

Section 8. "Architectural Control Committee" shall refer to the duly appointed or elected committee by the Board of Directors as outlined in Article XI of this Declaration, hereinafter referred to as the "Committee".

Section 9. "Development Period" shall mean and refer to that period of time defined in Article II of this Declaration.

Section 10. "Plat" shall mean and refer to the Plat of Westridge Auburn as recorded on July 23, 2015 in the records of King County, State of Washington, under Recording No. 20150723000595.

Section 11. "Residence" shall mean and be limited to single family residences only occupying any Lot.

Section 12. "Other Parcels" shall mean those parcels of land which may be added to the Properties.

Section 13. "Subdivision" shall refer to the real property included within any Plat as defined herein.

**ARTICLE II
DEVELOPMENT PERIOD; MANAGEMENT RIGHTS OF
DECLARANT DURING DEVELOPMENT**

Section 1. Management by Declarant. "Development Period" shall mean that period of time from the date of recording the Declaration until (i) a date twenty (20) years from the date of recording this Declaration; or (ii) sixty (60) days after 100% of the Lots subject to this Declaration have had single family Residences constructed thereon and have been occupied as Residences; or (iii) the date on which Declarant elects to permanently relinquish all of Declarant's authority under this Article II by written notice to all Owners, whichever date first occurs. Until termination of the Development Period, the Property shall be managed and the Association organized at the sole discretion of the Declarant.

Section 2. Initial Board. Declarant may, in its sole discretion, and at such times as the Declarant deems appropriate, appoint three persons who may be Owners, or are representatives of corporate entities or other entities which are Owners, as an Initial Board. This Initial Board shall have full authority and all rights, responsibilities, privileges and duties to manage the Properties under this Declaration and shall be subject to all provisions of this Declaration, the Articles and the Bylaws, provided that after selecting the Initial Board, the Declarant, in the exercise of its sole discretion, may at any time terminate the Initial Board and reassume its management authority under Article II or select a new Board under this section of Article II.

Section 3. Notice to Owners. Not less than fourteen (14) nor more than sixty (60) days prior to the termination of the Development Period, the Declarant shall send written notice of the termination of the Development Period to the Owner of each Lot. Said notice shall specify the date when the Development Period will terminate and shall further notify the Owners of the date, place and time when a meeting of the Association will be held. The notice shall specify that the purpose of the Association meeting is to elect new Officers and Directors of the Association. Notwithstanding any provision of the Articles or Bylaws of the Association to the contrary, for the purpose of this meeting, the presence, either in person or by proxy, of the Owners of fifteen (15) Lots shall constitute a quorum. The term "proxy" is defined as "the authority or power to act for another, in person, or by document giving such authority". In other words, an Owner may designate another individual to act on their behalf. The Board of Directors and Officers of the Association may be elected by a majority vote of said quorum. If a quorum shall not be present, the Development Period shall nevertheless terminate on that date specified in said notice and it shall thereafter be the responsibility of the Owners to provide for the operation of the Association.

Section 4. Management of Properties During Development Period. Declarant, or a managing agent selected by the Declarant, and/or the Initial Board, shall have the power and authority to exercise all the rights, duties and functions of the Board of Directors and generally exercise all powers necessary to carry out the provisions of this Declaration.

Section 5. Purpose of Development Period. These requirements and covenants are made to ensure that the Properties shall be adequately administered in the initial stages of development and to ensure an orderly transition to Association operations. Each Owner accepts this management authority in Declarant.

Section 6. Expenditures During Development Period. During the Development Period, Declarant, or any agent of Declarant, shall have the sole discretion to use and consume all or so much of the dues paid in as in Declarant's judgment is necessary or expedient in maintaining the Common Maintenance Areas and carrying out the other functions of the Association. This includes, but is not limited to, any legal fees associated with Declarant, or any agent of Declarant carrying out any duties during the Development Period, including all costs associated with turning over the Association after the expiration of said Development Period. Upon termination of the Development Period, Declarant shall deliver any funds remaining to the Association.

ARTICLE III EASEMENTS, RESTRICTIONS, COVENANTS

Section 1. Easements for Utilities. A private easement is hereby reserved for and granted to Puget Sound Energy Company, Century Link, Comcast and any other private utility, and their respective successors and assigns, under and upon Tract E and the exterior 10 feet of all lots and tracts, parallel with and adjoining the existing or proposed public right-of-way, in which to install, lay, construct, renew, operate and maintain underground distribution systems with necessary facilities, sidewalks and other equipment for the purpose of serving this subdivision and other property with utility services and sidewalks, together with the right to enter upon the lots at all times for the purpose herein stated. No lines or wires for the transmission of electric current, or for telephone use, cable television, fire or police signal or for other purposes, shall be placed or be permitted to be placed upon any lot unless the same shall be underground or in conduit attached to a building.

Section 2. Private Drainage Easement Covenant. The owners of private property within this plat encumbered with drainage easements shown as "private" hereby grant and convey to the City of Auburn, a political subdivision of the State of Washington, the right but not the obligation to convey or store storm and surface water per the engineering plans approved for this plat by the City of Auburn, together with the right of reasonable access (ingress and egress) to enter said drainage easement for the purpose of observing that the owner(s) are properly operating and maintaining the drainage facilities contained therein.

The owners of said private property are responsible for operating, maintaining, and repairing the drainage facilities contained within said drainage easements and are hereby required to obtain any required permits from the City of Auburn prior to filling, piping, cutting or removing vegetation (except for routine landscape maintenance such as lawn mowing) in open vegetated drainage facilities (such as swales, channels, ditches ponds, etc.) or performing any alterations or modifications to the drainage facilities contained within said drainage easement.

Additionally, the owner(s) of the land hereby subdivided do hereby grant and convey to the owner(s) of the lots benefited or any other private entity as stated in the easement provisions and their assigns a perpetual easement for the stated utilities. These easements and conditions shall be a covenant running with the land and shall be binding on the successors, heirs, and assigns of the owners(s) of the land hereby burdened. The owner(s) of the lot benefited and their assigns shall have the right without prior institution of any suit or proceedings of law at such time as may be necessary to enter upon said easement for the purpose of constructing, maintaining, repairing, altering or reconstructing said utility or making any connection thereto without incurring any legal obligation or liability therefore; provided that such shall be accomplished in a manner that if existing private improvements are disturbed or destroyed they will be repaired or replaced to a condition similar as they were immediately before the property was entered upon by the one benefited. The owner(s) of the burdened lot shall retain the right to use the surface of said easement if such use does not interfere with the installation or use of said utilities. However, the owner(s) of the burdened lot shall not erect or maintain any buildings or structures within the easement. Also the owner(s) of the burdened lot shall not plant trees, shrubs or vegetation having deep root patterns which may cause damage to or interfere with said utilities. Also the owner(s) of the burdened lot shall not develop or beautify the easement areas in such a way to cause excessive cost to the owner(s) of the lot benefited pursuant to its restoration duties herein.

This covenant shall run with the land and is binding upon the owner(s) of said private property, their heirs, successors and assigns.

Section 3. City of Auburn Public Easement Provision. All Public Storm Drainage Easements as shown are hereby granted and conveyed to the City of Auburn, a municipal corporation of King and Pierce Counties, Washington, its successors and assigns, a perpetual nonexclusive easement under, over, through and across the real property as described herein for the purpose of laying, maintaining installing, conveying, storing, managing, and facilitating storm and surface water, and appurtenances thereof, per the engineering plans approved by the City of Auburn for this plat, together with the absolute right, at all times as necessary for immediate access (ingress and egress), to enter said easement for the purpose of inspecting, operating, maintaining, repairing, reconstructing, and improving the storm drainage facilities contained therein without incurring any legal obligation or liability therefore.

The City of Auburn shall have the absolute right to place any type of driving surface within said easement area deemed necessary by the City of Auburn.

The owners of said private property shall not in any way block, restrict or impede access and egress to or from said easement area, and/or in any way block, restrict or impede full use of the real property within the above described easement area by the City of Auburn for the above described purposes. No building, wall, rockery, fence, trees, or structure of any kind shall be erected or planted, nor shall any fill material be placed within the boundaries of said easement area, without the express written consent of the City of Auburn. With City of Auburn permission, the owners of said private property may fence across said easement area and/or along the boundaries of said easement area, provided that a gate is constructed in said fence. Said gate shall be of sufficient length and location to allow the grantee full use

of, and access and egress to and from the real property within the easement area. If said gate is to be locked, keys shall be provided to the City of Auburn.

No excavation shall be made within three (3) feet of said storm drainage facilities and the surface level of the ground within the easement area shall be maintained at the elevations as currently existing.

The Owners of said Private Property grants to the City of Auburn the right of ingress and egress to the easement area over and across all paved, graveled, or otherwise improved driveways or parking lots within the parent parcel. If direct access to the easement area is not available from such driveways or parking lots, the City of Auburn's right of ingress and egress shall include such other areas of the parent parcel as the City of Auburn determines are necessary to access the easement area from such driveways and parking lots or from the parent parcels boundaries. In the case of any damage or disruption of the parent parcel, the City of Auburn shall return the property to a condition reasonably comparable to its condition as it existed immediately before entry and/or work was made thereon by the City of Auburn or its agents.

The Owners of said Private Property additionally grants to the City of Auburn, the use of such additional area immediately adjacent to said easement area as shall be required for the construction, reconstruction, maintenance and operation of said storm drainage facilities. The use of such additional area shall be held to reasonable minimum and in the case of any damage or disruption of the parent parcel, the City of Auburn shall return the property to a condition reasonably comparable to its condition as it existed immediately before entry and/or work was made thereon by the City of Auburn or its agents. In addition to the other restrictions herein, the owners of said private property shall not convey to a third party any easement or other right of the easement area.

This easement and covenant shall run with the parent parcel and is binding on the owners of said private property, their heirs, successors and assigns.

Section 4. Public Water and Sewer Easements. An easement is hereby irrevocably reserved for and granted to Lakehaven Utility District and its agents, successors and assigns, for so long as it shall own and maintain the utilities referenced herein under and upon the area shown on the plat and described herein as "Waterline Easement" (WLE) and "Sanitary Sewer Easement" (SSE) to install, maintain, replace, repair and operate water and sewer mains and appurtenances for this subdivision and other property together with the right to enter upon said easement at all times for purposes incident thereto. No building, wall, rockery, fence, trees or structure of any kind shall be erected or planted, nor shall any fill material be placed within the boundaries of said easement area. No excavation shall be made within three (3) feet of said water or sewer service facilities and the surface level of the ground within the easement area shall be maintained at the elevation as currently existing. Grantor hereby agrees that no water and/or sewer system facility or appurtenance of any kind shall be constructed or located by grantor, or any third party acting under authority of grantor, within or proximate to said easement, unless such installation is approved by grantee and is in conformance with the then-current edition of the "criteria for sewage works design" published by the Washington State Department of Ecology. Grantor hereby further agrees that no other utility facility or appurtenance of any kind, including utility service

connections, shall be constructed or located by grantor, or any third party acting under authority of grantor, within three feet (3'), measured horizontally for parallel alignments, or within six inches (6"), measured vertically for crossing or perpendicular alignments, of any portion of the grantee's facilities. Grantor additionally grants to the Lakehaven Utility District and its agents, successors and assigns the use of such additional area immediately adjacent to said easement area as shall be required for the construction, reconstruction, maintenance and operation of said water or sewer facilities. The use of such additional area shall be held to a reasonable minimum and be returned to the condition existing immediately before the property was entered upon by the Lakehaven Utility District, its agents, successors and assigns. In addition to the other restrictions herein, grantor shall not convey to a third party any easement or other interest or right of use of property subject to the easement that would impair or limit the use of the easement rights granted herein.

Section 5. Sensitive Area Tract and Easement. Dedication of a Sensitive Area Tract containing a Sensitive Area Easement and dedication of a Sensitive Area Buffer Easement conveys to the public a beneficial interest in the land within the sensitive area tract/sensitive area and buffer and sensitive area buffer easement. This interest includes the preservation of native vegetation for all purposes that benefit the public health, safety and welfare, including control of surface water and erosion, maintenance of slope stability, visual and aural buffering, and protection of water quality, plant ecology and animal habitat. The sensitive area tract/sensitive area and buffer and/or sensitive area buffer easement imposes upon all present and future owners and occupiers of the land subject to sensitive area tract/sensitive area and buffer and/or sensitive area buffer easement the obligation, enforceable on behalf of the public by the City of Auburn, to leave undisturbed all trees and other vegetation within the sensitive area tract/sensitive area and buffer and/or sensitive area buffer easement. The vegetation within the tract/sensitive area and buffer may not be cut, pruned, covered by fill, removed or damaged without approval in writing from the City of auburn or its successor agency, unless otherwise provided by law.

The common boundary between the sensitive area tract/sensitive area and buffer and/or sensitive area buffer easement and the area of development activity must be marked or otherwise flagged to the satisfaction of the City of Auburn prior to any clearing, grading, building construction or other development activity on a lot subject to the sensitive area tract/sensitive area and buffer and/or sensitive area buffer easement. The required marking or flagging shall remain in place until all development proposal activities in the vicinity of the sensitive area are completed.

The City of Auburn shall be allowed to enter upon Tract B for the purposes of monitoring, maintaining, preserving, and enhancing functions related to the on-site mitigation areas located within Tract B. The City of Auburn shall be permitted to enter onto the subject property at all reasonable times to monitor and maintain the on-site wetland and stream areas or wetland and stream functions such as recharge, conveyance or storage of storm water. The right of access however does not establish an obligation on the part of the City of Auburn for maintenance. The City of Auburn shall have the right of access over, under, and across Tract C for the purposes of accessing Tract B.

Section 6. Miscellaneous Easements and Restrictions.

The following restrictions and easements are shown on the Plat:

1. The 10 foot Private Storm Drainage Easement shown on Lot 1 is for the benefit of Lot 2 for private storm drainage facilities. The owners of said Lots 1 and 2 are hereby responsible for the maintenance of their respective private drainage facilities and shall share equally in the maintenance responsibilities of the private drainage facilities used in common within said easement.

2. The 10 foot Private Storm Drainage Easement shown on Lot 3 is for the benefit of Lot 4 for private storm drainage facilities. The owners of said Lots 3 and 4 are hereby responsible for the maintenance of their respective private drainage facilities and shall share equally in the maintenance responsibilities of the private drainage facilities used in common within said easement.

3. The 10 foot Private Storm Drainage Easement shown on Lot 5 is for the benefit of Lot 6 for private storm drainage facilities. The owners of said Lots 5 and 6 are hereby responsible for the maintenance of their respective private drainage facilities and shall share equally in the maintenance responsibilities of the private drainage facilities used in common within said easement.

4. The 10 Private Storm Drainage Easement shown on Lots 9, 10 and 11 is for the benefit of Lots 10 and 11 for private storm drainage facilities. The owners of said Lots 9, 10 and 11 are hereby responsible for the maintenance of their respective private drainage facilities and shall share equally in the maintenance responsibilities of the private drainage facilities used in common within said easement.

5. The 10 foot Private Storm Drainage Easement shown on Lots 12, 13 and 14 is for the benefit of Lots 13, 14 and 15 for private storm drainage facilities. The owners of said Lots 12, 13, 14 and 15 are hereby responsible for the maintenance of their respective private drainage facilities and shall share equally in the maintenance responsibilities of the private drainage facilities used in common within said easement.

6. The 10 Private Storm Drainage Easement shown on Lots 17, 18, and 19 is for the benefit of Lots 16, 17 and 18 for private storm drainage facilities. The owners of said Lots 16, 17 and 18 are hereby responsible for the maintenance of their respective private drainage facilities and shall share equally in the maintenance responsibilities of the private drainage facilities used in common within said easement.

7. The 10 foot Private Storm Drainage Easement shown on Lots 19 and 20 is for the benefit of Lots 20 and 21 for private storm drainage facilities. The owners of said Lots 19, 20 and 21 are hereby responsible for the maintenance of their respective private drainage facilities and shall share equally in the maintenance responsibilities of the private drainage facilities used in common within said easement.

8. The 10 foot Private Storm Drainage Easement shown on Lots 23, 24, 25 and 26 is for the benefit of Lots 22, 23, 24 and 25 for private storm drainage facilities. The owners of said Lots 22, 23, 24, 25 and 26 are hereby responsible for the maintenance of their respective private drainage facilities and shall share equally in the maintenance responsibilities of the private drainage facilities used in common within said easement.

9. The 10 foot Private Storm Drainage Easement shown on Lots 29, 30 and 31 is for the benefit of Lots 28, 29 and 30 for private storm drainage facilities. The owners of said Lots 28, 29, 30 and 31 are hereby responsible for the maintenance of their respective private drainage facilities and shall share equally in the maintenance responsibilities of the private drainage facilities used in common within said easement.

10. The 10 foot Private Storm Drainage Easement shown on Lot 33 is for the benefit of Lot 32 for private storm drainage facilities. The owners of said Lots 32 and 33 are hereby responsible for the maintenance of their respective private drainage facilities and shall share equally in the maintenance responsibilities of the private drainage facilities used in common within said easement.

11. The 10 foot Private Storm Drainage Easement shown on Lots 35 and 36 is for the benefit of Lots 34, 36 and 37 for private storm drainage facilities. The owners of said Lots 34, 35, 36 and 37 are hereby responsible for the maintenance of their respective private drainage facilities and shall share equally in the maintenance responsibilities of the private drainage facilities used in common within said easement.

12. The 10 foot Private Storm Drainage Easement shown on Lots 38, 39 and 40 is for the benefit of Lots 39, 40 and 41 for private storm drainage facilities. The owners of said Lots 38, 39, 40 and 41 are hereby responsible for the maintenance of their respective private drainage facilities and shall share equally in the maintenance responsibilities of the private drainage facilities used in common within said easement.

13. The 10 foot Private Storm Drainage Easement shown on Lots 42 and 43 is for the benefit of Lots 43 and 44 for private storm drainage facilities. The owners of said Lots 42, 43 and 44 are hereby responsible for the maintenance of their respective private drainage facilities and shall share equally in the maintenance responsibilities of the private drainage facilities used in common within said easement.

14. The 10 foot Private Storm Drainage Easement shown on Lots 45, 46 and 47 is for the benefit of Lots 46, 47 and 48 for private storm drainage facilities. The owners of said Lots 45, 46, 47 and 48 are hereby responsible for the maintenance of their respective private drainage facilities and shall share equally in the maintenance responsibilities of the private drainage facilities used in common within said easement.

15. The 10 foot Private Storm Drainage Easement shown on Lots 51, 52 and 53 is for the benefit of Lots 50, 51 and 52 for private storm drainage facilities. The owners of said Lots 50, 51, 52 and 53 are hereby responsible for the maintenance of their respective private drainage facilities and shall share equally in the maintenance responsibilities of the private drainage facilities used in common within said easement.

16. The 10 foot Private Storm Drainage Easement shown on Lots 55 and 56 is for the benefit of Lots 54 and 55 for private storm drainage facilities. The owners of said Lots 54, 55 and 56 are hereby responsible for the maintenance of their respective private drainage facilities and shall share equally in the maintenance responsibilities of the private drainage facilities used in common within said easement.

17. The 15 foot Private Storm Drainage Easement shown on Tract D is hereby reserved for and granted to the Westridge Auburn Homeowners Association for private storm drainage facilities. Said homeowners association is hereby responsible for the maintenance of the private storm drainage facilities within said easement.

18. The 10 foot by 10 foot Private Water Easement shown on lot 6 is for the benefit of lot 7 for private water facilities. The owner of said lot 7 is hereby responsible for the maintenance of their private water facilities within said easement.

19. The 10 foot by 10 foot Private Water Easement shown on lot 9 is for the benefit of lot 8 for private water facilities. The owner of said lot 8 is hereby responsible for the maintenance of their private water facilities within said easement.

20. The 20 foot Temporary Emergency Vehicle Access Easement shown on Tract C and Tract D is hereby reserved, granted and conveyed to the valley regional fire authority for emergency vehicle access. The Westridge Auburn Homeowners Association is hereby responsible for the emergency vehicle access facilities within said easement. Said Temporary Emergency Vehicle Access Easement shall automatically expire when South 320th Street is developed and connected westerly, providing a second access to the site.

21. The 10 foot Private Storm Drainage Easement shown on Lots 34 through 37 and Lots 38 through 44 is hereby reserved for and granted to the Westridge Auburn Homeowners Association for private storm drainage facilities. Said Homeowners Association is hereby responsible for the maintenance of the private storm drainage facilities within said easement.

22. The 10 foot the Private Wall and Storm Drainage Easement shown on Lots 8 through 17 is hereby reserved for and granted to the Westridge Auburn Homeowners Association for private retaining wall and associated storm drainage facilities. Said Homeowners Association is hereby responsible for the maintenance of the private retaining wall and storm drainage facilities within said easement.

23. The 5 foot Private Wall and Storm Drainage Easement shown on Lot 45 is for the benefit of Lot 46 for private retaining wall and associated storm drainage facilities. The owners of said Lot 46 are hereby responsible for the maintenance of the private retaining wall and storm drainage facilities within said easement.

24. The Sight Distance Easement shown on Lots 1, 2 and 3 is hereby reserved for and granted to the Westridge Auburn Homeowners Association. Said Homeowners Association is hereby responsible for insuring that the area within the sight distance easement shall be kept clear of any obstruction from 3 to 8 feet off the ground.

25. The Private Entry Monument Easement shown on Tract A is hereby reserved for and granted to the Westridge Auburn Homeowners Association, said Homeowners Association is hereby responsible for the maintenance of the entry monument facilities within said easement.

26. Prior to building construction on all lots, temporary erosion and sedimentation control measures, per the Construction Storm Water Pollution Prevention Plan (CSWPPP) will be constructed and maintained through final lot stabilization. Prior to final building inspection for the structure(s) on all lots, roof downspouts, footing drains, and all landscaped areas not designated for sheet flow to the adjacent sensitive areas, or allowed to be treated onsite, shall be tightlined to the public roadway drainage system and shall be inspected by City of Auburn for compliance with the CSWPPP prior to final approval.

27. Storm drainage systems constructed on the individual lots must be maintained by the property owner for that lot. An exception to this requirement is where the private storm collection system crosses lot lines. In this case private storm drainage easements and the maintenance responsibilities related thereto have been identified herein.

28. Whenever any right of way landscaping in the City of Auburn has been improved, including but not limited to the planting of shrubs, plants, grasses, or other landscaping improvements, the duty, burden and expense of maintenance, watering, and general upkeep of such landscaping shall devolve upon the owner of the private property directly abutting the sidewalk adjacent to the landscaped area or abutting the landscaped area.

Section 7. Access Easements. The Association and its agents shall have an easement for access to each Lot and Tract and to the exterior of any building located thereon during reasonable hours as may be necessary for the purposes stated below. Owners hereby grant to the Association, the Board, and the Declarant, and their individual agents, an express access easement for purposes of going upon the Lots and Tracts of Owners for the following purposes:

- (i) The maintenance, repair, replacement, or improvement of any Common Maintenance Areas accessible from that Lot;
- (ii) Emergency repairs necessary to prevent damage to the Common Maintenance Areas or to another Lot or the improvements thereon;
- (iii) Cleaning, maintenance, repair, or restoration work which the Owner is required to do but has failed or refused to do; and
- (iv) The removal of Vehicles, goods, equipment, devices or other objects which are parked or stored in violation of the terms of this Declaration.

Except in an emergency where advanced notice is not possible, these easements shall be exercised only after reasonable notice to the Owner.

**ARTICLE IV
COMMON AREAS AND COMMON MAINTENANCE AREAS**

Section 1. Conveyance of Common Areas. All Common Areas shall be owned and maintained by the Association.

Section 2. Common Maintenance Areas. Common Maintenance Areas shall include those portions of all real property (including improvements thereon) maintained by the Association for the benefits of the members of the Association. The areas to be maintained by the Association are: for Tract A – landscaping strips along the stormwater pond perimeter, other than the interior pond embankment; and the perimeter fencing on the west side of Tract A, if any; the access facilities in Tract B along with the preservation of the existing native vegetation; the temporary emergency access facilities in Tract C; the access facilities in Tract D, including all gates and fencing; the access facilities in Tract E; all landscape strips along the Plat roads, including irrigation; street trees; entry signage and landscaping, if any, including water and electric; and the mailbox stands located throughout the Properties. In addition; the maintenance of the storm conveyance structures and swale located on the adjacent parcels to the west of the Plat, as legally described in the Temporary Grading and Maintenance Easement attached hereto as Exhibit B. The Association shall have the right and the obligation to maintain the Common Maintenance Areas and shall pay the actual cost of the same from annual or special assessments as appropriate.

Section 3. Alteration of the Common Areas and Common Maintenance Areas. Nothing shall be altered, or constructed in, or removed from the Common Areas or Common Maintenance Areas except upon prior written consent of the Association.

Section 4. Dumping in Common Areas and Common Maintenance Areas. No trash, plant or grass clippings or other debris of any kind shall be dumped, deposited or placed on or within the Common Areas or Common Maintenance Areas.

**ARTICLE V
TRACTS**

Section 1. Public Storm Drainage Tract. Tract A is a Public Storm Drainage Tract and is conveyed to the City of Auburn or its successor agency for public drainage purposes upon the recording of this plat. The Westridge Auburn Homeowners Association shall be responsible for maintaining the landscaping strips along the Tract A (storm pond) perimeter, other than the interior pond embankment; and the perimeter fencing on the west side of Tract A

Section 2. Sensitive Area Tract. Tract B is a Sensitive Area Tract and is hereby conveyed to the Westridge Auburn Homeowners Association upon the recording of this plat. Said Homeowners Association is hereby responsible for the maintenance associated with said tract. The Westridge Auburn Homeowners Association will allow the City of Auburn to enter upon said Tract B in connection with monitoring, maintaining, preserving and enhancing the on-site wetlands and the associated buffer areas.

Section 3. Open Space Tracts. Tracts C and D are Open Space Tracts and are hereby conveyed to the Westridge Auburn Homeowners Association upon the recording of this plat. Said Homeowners Association is hereby responsible for the maintenance associated with said tracts

Section 4. Private Access and Utility Tract. Tract E is a Private Access and Utility Tract and is hereby conveyed to the Westridge Auburn Homeowners Association upon the recording of this plat. Said Homeowners Association is hereby responsible for the maintenance of the private access facilities within said tracts. An easement over said tract is hereby reserved for the benefit of Lots 7 and 8 for private utilities and storm drainage facilities. The Owners of said Lots 7 and 8 are hereby responsible for the maintenance of their respective private utility and storm drainage facilities and shall share equally in the maintenance responsibilities of the private facilities used in common within said easement.

ARTICLE VI MAINTENANCE OF THE COMMON MAINTENANCE AREAS AND SITES; DELEGATION OF MANAGEMENT

Section 1. Responsibility for Maintaining Common Maintenance Areas. The Association is responsible for maintaining and preserving the character and function of areas designated on the face of the Plat and these covenants as Common Maintenance Areas. Common Maintenance Areas have been set aside for landscaping and community identification purposes and those areas are referred to in Article IV, Section 2 above.

Section 2. Repair of Common Maintenance Areas. Any damage to Common Maintenance Areas or improvements thereon, including landscape plantings, sprinkler systems, fences, berms, etc., by the Owners or their children or guests shall be repaired by the Association and the Owner who caused the area to be damaged shall be responsible for reimbursing the Association all costs incurred by the Association for the repairs. The Owner shall be obliged to immediately remit funds for the repair to the Association. If the Owner fails to promptly make payment for such repairs, the Owner shall be charged interest at the rate of twelve (12%) percent per annum.

Section 3. Management. Each Owner expressly covenants that the Board and the Declarant, during the Development Period, may delegate all or any portion of their management authority to a managing agent, manager or officer of the Association and may enter into such management contracts or other service contracts to provide for maintenance and the operation of Common Maintenance Areas and any portion thereof. Any management agreement or employment agreement for the maintenance or management of

the Common Maintenance Areas or any portion thereof shall be terminable by the Association without cause upon thirty (30) days' written notice thereof; the term of any such agreement shall not exceed three (3) years, renewable by agreement of the parties for successive three (3) year periods. Each Owner is bound to observe the terms and conditions of any such management agreement or employment contract, all of which shall be made available for inspection by any Owner on request. Fees applicable to any such management, employment or service agreement shall be assessed to the Association or Owners.

ARTICLE VII ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation. Each Owner of any Lot, by acceptance of a deed therefor, whether it shall be so expressed in each deed, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges; (2) special assessments for capital improvements; and (3) special assessments for legal fees and damages. If the Owner fails to timely pay assessments within thirty (30) days of the date specified by the Association, the annual and special assessments, together with any interest, costs and any reasonable attorneys' fees incurred to collect such assessments, shall be a lien on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with any interest, costs and reasonable attorneys' fees incurred in attempting to collect the assessment, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them. The Association shall record such liens in the Office of the King County Auditor.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and for the improvement and maintenance of the Common Maintenance Areas as provided in Article IV.

Section 3. Annual Assessment. Annual assessments shall be levied equally on all Lots. Fifteen percent (15%) of the annual assessment, or such higher percentage as may be charged, shall be allocated and paid to the Declarant for management services provided by the Declarant to the Association or by a professional management firm. Such allocation of funds to the Declarant shall cease when the Development Period expires and the Association assumes collection costs, bookkeeping, and other management responsibilities which are described with particularity in the Bylaws of the Association.

Section 4. Computation. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year, which shall include a capital reserve. Within thirty (30) days after adoption by the Board of Directors of the budget, the Board shall set a date for a meeting of the members to consider ratification of the budget, not less than fourteen nor more than sixty days after mailing of the summary. Unless at that meeting, seventy-five percent (75%) or more of the Owners reject the budget, in person or by proxy, the budget shall be ratified, whether or not a quorum is

present. In the event the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board.

Section 5. Revised Budget. If the financial circumstances of the Association materially change during any year, the Board may prepare a revised budget for the balance of the year. Within thirty (30) days after adoption by the Board of Directors of the revised budget, the Board shall set a date for a meeting of the members to consider ratification of the revised budget, not less than fourteen nor more than sixty days after mailing of the summary. Unless at that meeting, seventy-five percent (75%) or more of the Owners reject the revised budget, in person or by proxy, the revised budget shall be ratified, whether or not a quorum is present. In the event the revised budget is rejected or the required notice is not given, the periodic budget last ratified by the owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board.

Section 6. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a common assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Maintenance Areas not provided by this Declaration, including fixtures and personal property related thereto. Within thirty (30) days after adoption by the Board of Directors of the special assessments for capital improvements, the Board shall set a date for a meeting of the members to consider ratification of the special assessment, not less than fourteen nor more than sixty days after mailing of the summary. Unless at that meeting, seventy-five percent (75%) or more of the Owners reject the special assessment, in person or by proxy, the special assessment shall be ratified, whether or not a quorum is present.

Section 7. Special Assessments for Legal Fees and Damages. In addition to the annual and special assessments authorized above, the Declarant, during the Development Period, or the Association may levy in any assessment year a special assessment for the purpose of defraying, in whole or in part, (1) the cost of legal fees and costs incurred in legal actions in which the Association is a party, (2) the cost of legal fees and costs incurred in any action in which a member of either the Board or Committee is named as a party as a result of a decision made or action performed while acting in behalf of the Association, or (3) any other reasonable expenses incurred by the Association. Within thirty (30) days after adoption by the Board of Directors of the special assessment for legal fees and damages, the Board shall set a date for a meeting of the members to consider ratification of the special assessment, not less than fourteen nor more than sixty days after mailing of the summary. Unless at that meeting, seventy-five percent (75%) or more of the Owners reject the special assessment, in person or by proxy, the special assessment shall be ratified, whether or not a quorum is present.

Section 8. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and must be collected on an annual basis.

Section 9. Date of Commencement of Annual Assessment; Due Dates. The annual assessments described in this Article shall commence upon the recording of this

Declaration. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall determine annually the Annual Assessment to be assessed against each Lot. Written notice of the annual assessment shall be sent to every Owner subject to such assessments. The due date shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer or the administrator of the Association setting forth whether the Assessment on a specified Lot has been paid.

Section 10. Effect of Non-Payment of Assessments; Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest at the rate of twelve percent (12%) per annum. Each Owner hereby expressly vests in the Association or its agents the right and power to bring all actions against such Owner personally for the collection of such assessments as debts and to enforce lien rights of the Association by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in like manner as a mortgage of real property. Such Owner hereby expressly grants to the Association the power of sale in connection with such liens. The liens provided for in this section shall be in favor of the Association and shall be for the benefit of the Association. The Association shall have the power to bid in an interest at foreclosure sale and to acquire, hold, lease, mortgage and convey the same. The Owner is responsible for payment of all attorneys' fees incurred in collecting past due assessments or enforcing the terms of assessment liens. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Maintenance Areas or abandonment of his Lot.

The Association shall have the right to suspend the voting rights of an Owner for any period during which any assessment against the Lot remains unpaid for a period of thirty (30) days, for any infraction of the terms of either this Declaration, the Articles or the Bylaws of the Association.

Section 11. Subordination of the Lien to Mortgage. The lien for assessment provided for in this Article shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien created pursuant to this Article as to payments which become due prior to such sale or transfer. No sale or transfer, however, shall relieve such Lot from liability for any assessments which thereafter become due or from the lien thereof.

Section 12. Exempt Property. Property owned by Declarant and the City of Sammamish shall be exempt from the assessments provided for in this Article.

Section 13. Budget Deficits During Declarant Control. In the event there is a deficit between the actual operating expenses of the Association (but specifically not including an allocation for capital reserves), and the sum of the annual, special and specific assessments collected by the Association in any fiscal year, Declarant, may, in its sole discretion, contribute funds to the Association in order to satisfy the shortfall, or any portion thereof.

Section 14. Start-Up Fee. Upon the sale of each Lot by the Declarant, and upon the resale of each home (and Lot), the purchaser shall pay a start-up fee of Four Hundred and no/100 (\$400.00) Dollars per Lot. This fee shall be collected at the closing of the Lot sale and submitted to the Association. This start-up fee shall be used to defray organizational and operational costs for the Association.

ARTICLE VIII MAINTENANCE OF LOTS

Section 1. Exterior Maintenance by Owner. Each Lot and Residence shall be maintained by the Owner in a neat, clean and slightly condition at all times and shall be kept free of accumulations of litter, junk, containers, equipment, building materials and other debris. All refuse shall be kept in sanitary containers sealed from the outlook of any Lot. The containers shall be emptied regularly and their contents disposed of off the Lot. No grass cuttings, leaves, limbs, branches, and other debris from vegetation shall be dumped or allowed to accumulate on any part of the Properties, except that a regularly tended compost device (approved by the Committee) shall be permitted. The Owners of each Lot shall maintain the lawn and landscaping on the Lot in a condition consistent with the maintenance standards of the Subdivision. This includes, but is not limited to, adequate watering, removing weeds, dead or diseased plants which must be replaced with the appropriate planting, mowing, edging and fertilizing. The Owners of each Lot shall maintain any fence located on its Lot by keeping it in good repair. This includes staining any exterior fencing which faces the right of way or is visible from the right of way and replacing damaged fence boards. The stain for the fence shall be a natural stain color chosen by Declarant. Lots adjacent to fence, rockery or shrub improvements shall allow the Owner reasonable access in order to facilitate the inspection, maintenance and/or repair of the fence, rockery or shrubs. Access to the adjoining Lot by the fence, rockery or shrub shall not impede the Lot Owners' right for quiet use and enjoyment.

Section 2. Lot Maintenance by the Association. In the event an Owner fails to maintain the exterior of his premises and the improvements situated thereon in a manner consistent with maintenance standards of the Westridge Auburn Subdivision, the Association shall, upon receipt of written complaint of any Owner, or upon its own initiative, and a subsequent investigation, have the right through its agents and employees to enter upon the offending Owner's Lot and repair, maintain and restore the Lot and exterior of the improvements on that Lot if the Owner shall fail to respond in a manner satisfactory to the Association within fourteen (14) days after mailing of adequate notice by certified mail to the last known address of the Owner. The cost of such repair, maintenance or restoration shall be assessed against the Lot, and the Association shall have the right to cause to be recorded a notice of lien for labor and materials furnished, which lien may be enforced in the manner provided by law. In the event that the estimated cost of such repair should exceed one-half of one percent of the assessed value of the Lot and improvements on that Lot, the Association shall be required to have the consent of fifty-one percent (51%) of the Members before undertaking such repairs.

**ARTICLE IX
HOMEOWNERS' ASSOCIATION**

Section 1. Non-Profit Corporation. The Association shall be a non-profit corporation under the laws of the State of Washington. The Association may be an unincorporated Association during the Development Period, unless the Declarant elects to incorporate the Association.

Section 2. Membership. Every person or entity which is an Owner of any Lot shall become a member of the Association. Membership shall be appurtenant to the Lot and may not be separated from ownership of any Lot and shall not be assigned or conveyed in any way except upon the transfer of title to said Lot and then only to the Transferee of title to the Lot. All Owners shall have the rights and duties specified in this Declaration, the Articles and the Bylaws of the Association.

Section 3. Voting Rights. Owners, including Declarant, shall be entitled to one vote for each Lot owned. When more than one person or entity owns an interest in any Lot, the vote for that Lot shall be exercised as the Owners decide to exercise that vote, but in no event shall more than one vote be cast with respect to any Lot, nor shall any vote be divided. The voting rights of any Owner may be suspended as provided for in this Declaration, the Articles and the Bylaws of the Association. If Declarant elects to annex Other Parcels pursuant to Article XIII, Section 8, the total number of votes shall be increased by the applicable number for the Lots in such annexed Other Parcels.

Section 4. Meetings. Meetings shall be conducted in accord with the specifications set forth in the Bylaws of the Westridge Auburn Homeowners Association.

**ARTICLE X
MANAGEMENT BY THE BOARD**

Section 1. Enforcement of Declaration. The Board shall have the power to enforce the provisions of this Declaration and the Rules and Regulations of the Association for the benefit of the Association. The failure of any Owner to comply with the provisions of this Declaration or the Rules and Regulations of the Association will give rise to a cause of action in the Association (acting through the Board) and any aggrieved Owner for recovery of damages, or injunctive relief, or both.

Section 2. Board of Directors. The number of Directors shall be set forth in the Bylaws. The Board of Directors shall be elected by the Owners in accordance with the Bylaws. All Board positions shall be open for election at the first annual meeting after termination of the Development Period. The terms of the Board are defined in the Bylaws.

Section 3. Powers of the Board. All powers of the Board must be exercised in accordance with the specifications which are set forth in the Bylaws. The Board, for the benefit of all the Properties and the Owners, shall enforce the provisions of this Declaration and the Bylaws. In addition to the duties and powers imposed by the Bylaws and any

resolution of the Association that may be hereafter adopted, the Board shall have the power and be responsible for the following, in way of explanation, but not limitation:

- (i) Insurance. Obtain policies of general liability; property; and directors and officer insurance.
- (ii) Legal and Accounting Services. Obtain legal and accounting services, if necessary, to the administration of Association affairs, administration of the Common Maintenance Areas, or the enforcement of this Declaration.
- (iii) Maintenance. Pay all costs of maintaining the Common Maintenance Areas.
- (iv) Maintenance of Lots. If necessary, maintain any Lot if such maintenance is reasonably necessary in the judgment of the Board to (1) protect Common Maintenance Areas or (2) to preserve the appearance and value of the Properties and/or Lot. The Board may authorize such maintenance activities if the Owner or Owners of the Lot have failed or refused to perform maintenance within a reasonable time after written notice of the necessity of such maintenance has been delivered by the Board to the Owner or Owners of such Lot, provided that the Board shall levy a special assessment against the Owner or Owners of such Lot for the cost of such maintenance.
- (v) Discharge of Liens. The Board may also pay any amount necessary to discharge any lien or encumbrance levied against the entire Properties or any part thereof which is claimed or may, in the opinion of the Board, constitute a lien against the Properties or against the Common Maintenance Areas rather than merely against the interest therein of particular Owners. Where one or more Owners are responsible for the existence of such liens, they shall be jointly and severally liable for the cost of discharging it and any costs or expenses, including reasonable attorneys' fees and costs of title search incurred by the Board by reason of such lien or liens. Such fees and costs shall be assessed against the Owner or Owners and the Lot responsible to the extent of their responsibility.
- (vi) Utilities. Pay all utility charges attributable to Common Maintenance Areas.
- (vii) Security. Pay all costs deemed appropriate by the Board to ensure adequate security for the Lots and Common Maintenance Areas constituting the residential community created on the Properties.
- (viii) Right to Contract. Have the right to contract for all goods, services, maintenance, and capital improvements provided.
- (ix) Improvement of Common Maintenance Areas. Improve the Common Maintenance Areas with capital improvements to such Common Maintenance Areas.

- (x) Right of Entry. Enter any Lot or Residence when reasonably necessary in the event of emergencies or in connection with any maintenance, landscaping or construction for which the Board is responsible. Except in cases of emergencies, the Board, its agents or employees shall attempt to give notice to the Owner or occupant of any Lot or Residence twenty-four (24) hours prior to such entry. Such entry must be made with as little inconvenience to the Owners as practicable and any damage caused thereby shall be repaired by the Board if the entry was due to an emergency (unless the emergency was caused by the Owner of the Lot entered, in which case the cost shall be specially assessed to the Lot). If the repairs or maintenance activities were necessitated by the Owner's neglect of the Lot, the cost of such repair or maintenance activity shall be specially assessed to that Lot. If the emergency or the need for maintenance or repair was caused by another Owner of another Lot, the cost thereof shall be assessed against the Owner of the other Lot.
- (xi) Adoption of Rules and Regulations. The Board may adopt reasonable rules and regulations governing the maintenance and use of the Common Areas, the Common Maintenance Areas, the Properties, fines, and other matters.
- (xii) Declaration of Vacancies. Declare the office of a member of the Board to be vacant in the event that a member of the Board is absent from three consecutive regular meetings of the Board.
- (xiii) Employment of Manager. Employ a manager, an independent contractor, or such other employee as the Board deems necessary and describe the duties of such employees.
- (xiv) Payment for Goods and Service. Pay for all goods and services required for the proper functioning of the Common Maintenance Areas.
- (xv) Impose Assessments. Impose annual and special assessments.
- (xvi) Bank Account. Open a bank account on behalf of the Association and designate the signatories required.
- (xvii) Easements. Execute any and all covenants, easements, or other necessary documentation relating to the use of Common Areas and Common Maintenance Areas.
- (xviii) Exercise of Powers, Duties and Authority. Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of the Bylaws, Articles of Incorporation, or this Declaration. The Board shall have all powers and authority permitted to it under this Declaration and the Bylaws. However, nothing contained herein shall be construed to give the Board authority to conduct a business for profit on behalf of all the Owners or any of them.

**ARTICLE XI
ARCHITECTURAL CONTROL**

Section 1. Architectural Control Committee ("Committee"). The Committee shall consist of not less than three (3) and not more than five (5) members. It is not a requirement that members of the Committee be (1) Owners or (2) members of the Association.

During the Development Period, the Declarant may elect to exercise and perform the functions of the Committee. If the Declarant elects not to perform this function or at any time elects to no longer perform this function, the Declarant or the Board shall appoint the Committee to function as herein provided. After termination of the Development Period, the functions of the Committee shall be performed by the Board until such time as the Board shall appoint and designate the Committee. The Committee shall be appointed within one month of the election of the Board following the termination of the Development Period.

Section 2. Jurisdiction and Purpose. The Committee, or Declarant if a Committee has not been appointed, shall review proposed plans and specifications for Residences, accessory structures, fences, rockeries, appurtenant recreational facilities other exterior structures to be placed upon the Lots or Properties. No exterior addition or structural alteration may be made until plans and specifications showing the nature, kind, shape, heights, materials and location of the proposed structure or alteration have been submitted to and approved, in writing, by the Committee. The Committee shall also review proposals to change the exterior color of Residences in the Subdivision. The Committee shall determine whether the exterior design and location of the proposed structure, alteration, or color change harmonizes with the surrounding structures, surrounding natural and built environment, and aesthetic character of other Residences in the Subdivision.

Section 3. Membership. The Committee shall be designated by the Board. An election to fill either a newly created position on the Committee or a vacancy on the Committee requires the vote of the majority of the entire Board. However, the Board is not obliged to fill a vacancy on the Committee unless the membership of the Committee numbers less than three (3) persons.

Section 4. Designation of a Representative. The Committee may unanimously designate one or more of its members or a third party to act on behalf of the Committee with respect to both ministerial matters and discretionary judgments. The recommendations of such individuals are subject to review by the entire Committee at the request of any member of the Committee.

Section 5. Voting. Committee decisions shall be determined by a majority vote by the members of the Committee.

Section 6. Submission of Plans and Specs. All plans and specifications required to be submitted to the Committee shall be submitted by mail to the address of the Committee in duplicate. The written submission shall contain the name and address of the Owner submitting construction plans and specs which include, but are not limited to: a site

plan, architectural, grading, lighting, and landscape plans. The plans and specifications should contain the following information:

- (i) The location of the residence, doorways, windows, garage doors, accessory structures, property lines, easements, setbacks, landscaping, rockeries, fences, and the driveway upon the Lot;
- (ii) Building elevations for all sides of the residence and/or accessory structures with reference to the existing and finished Lot grade. Include foundation, windows, garages, doorways, roof pitch, porches, decks, stairways;
- (iii) The elevation of the landscaping, rockeries, and fences with reference to existing and finished Lot grade. Materials, colors, and textures under consideration must be indicated. For proposed fences and rockeries, show relationship to fences and grades on adjacent Lots;
- (iv) Drainage flows;
- (v) Exterior finish materials, colors, and textures under consideration. Include roof;
- (vi) Landscape plan. Indicate species of plant material, size and height, and location; and
- (vii) Other information which may be required in order to determine whether the standards in this Declaration have been met.

Section 7. Plan Check Fee. All individuals submitting plans to the Committee and not using Declarant as their house builder shall be obliged to pay a reasonable plan check fee to cover the administrative costs of reviewing such development proposals. It will be necessary to pay the plan check fee upon submitting plans and specifications to the Committee. A plan check fee plus a damage deposit shall be required for the review of plans and specifications for Residences. A plan check fee shall be required for the review of accessory structures and alterations. All fees and deposits shall be determined by the Committee.

Section 8. Evaluating Development Proposals. The Committee shall have the authority to establish aesthetic standards for evaluating development proposals. The Committee shall determine whether the external design, color, building materials, appearance, setbacks, height, configuration, and landscaping of the proposed structure harmonize with the various features of the natural and built environment, the aesthetic character of the other Residences in the Subdivision, and any other factors which affect the desirability or suitability of a proposed structure or alteration.

Section 9. Exclusions. Plans and specifications for Residences constructed by Declarant shall not be reviewed by the Committee.

Section 10. Approval Procedures. Within thirty (30) days after the receipt of plans and specifications, the Committee shall approve or disapprove the proposed improvement. The Committee may decline to approve plans and specifications which, in its opinion, do not conform to restrictions articulated in this Declaration or to its aesthetic standards. The Committee shall indicate its approval or disapproval on one of the copies of the plans and specifications provided by the applicant and shall return the plans and specifications to the address shown on the plans and specifications. In the event no disapproval of such plans and specifications is given within thirty (30) days of submission, the plans and specifications shall be deemed to be approved by the Committee and construction pursuant to the plans and specifications may be commenced. This provision shall not apply to plans and specifications for homes which will be constructed by Declarant.

Section 11. Compliance with Codes. In all cases, ultimate responsibility for satisfying all local building codes and requirements rests with the Owner and contractor employed by the Owner. The Committee has no responsibility for ensuring that plans and specifications which it reviews comply with relevant building and zoning requirements. All structures and improvements shall comply with the provisions of the applicable building code relating to height restrictions, setback requirements, drainage easements and other easements and/or restrictions. No person on the Committee or acting on behalf of the Committee shall be held responsible for any defect in any plans or specifications which are approved by the Committee nor shall any member of the Committee or any person acting on behalf of the Committee be held responsible for any defect in a structure which was built pursuant to plans and specifications approved by the Committee.

Section 12. Variation. The Committee shall have the authority to approve plans and specifications which do not conform to these restrictions in order to (1) overcome practical difficulties or (2) prevent undue hardship from being imposed on an Owner as a result of applying these restrictions. However, such variations may only be approved in the event the variation will not (1) place a detrimental impact on the overall appearance of the Subdivision, (2) impair the attractive development of the Subdivision, or (3) adversely affect the character of nearby Lots or Common Maintenance Areas. Granting such a variation shall not constitute a waiver of the restrictions articulated in this Declaration. Variations shall only be granted in extraordinary circumstances.

Section 13. Enforcement. In any judicial action to enforce a determination of the Committee, the losing party shall pay the prevailing party's attorneys' fees, expert witness fees, and other costs incurred in connection with such a legal action or appeal.

ARTICLE XII BUILDING AND LAND USE RESTRICTIONS

Section 1. Residential Restrictions. All Lots within the Properties shall be used solely for single family residential purposes and related facilities normally incidental to a residential community, except as allowed by Section 4 below, however, no single family residence restriction set forth in this Declaration shall be meant to preempt the Federal Fair Housing Act. Private single family Residences shall consist of no less than one Lot.

Section 2. Property Use Restrictions. No Lot shall be used in a fashion which unreasonably interferes with the Owner's right to use and enjoy their respective Lots or Common Areas. The Board, the Committee designated by it, or the Declarant shall determine whether any given use of the Properties and/or Lot unreasonably interferes with those rights and such determinations shall be conclusive.

Section 3. Prohibition of Nuisances and Untidy Conditions. No noxious or offensive activity shall be conducted on any Lot or Common Area nor shall anything be done or maintained on the Properties which may be or become an activity or condition which unreasonably interferes with the right of other Owners to use and enjoy any part of the Properties. No activity or condition shall be conducted or maintained on any part of the Properties which detract from the value of the Properties as a residential community. No untidy or unsightly condition shall be maintained on the Properties.

Section 4. Business. No trade, craft, home business, professions, manufacturing, commercial enterprise or commercial activity of any kind which shall interfere with the quiet and peaceful enjoyment of any part of the Subdivision, shall be conducted or carried on upon any Lot or within any building located within the Subdivision. All businesses must comply with any applicable City regulations and ordinances.

Section 5. Temporary Structures for Residential Purposes. No structure of a temporary character or trailer, recreational vehicle, basement, tent, shack, garage, barn, or other out buildings shall be used on any Lot at any time as a Residence, either temporarily or permanently. No vehicles parked in public rights-of-way may be used temporarily or permanently for residential purposes. All such structures shall be removed at the expense of the Owner of the Lot on which the structure is located. This provision shall not apply to the Declarant during the Development Period, including the home construction period.

Section 6. Mining. No oil drilling, oil development operations, oil refining, quarrying, or mining operation of any kind shall be permitted on or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavation of shafts be permitted on 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 7. Animals. No animals, other than dogs, cats, small caged birds, tanked fish, and other conventional small household pets, may be kept on any Lot, provided they are not kept, bred, or maintained for a commercial purpose and they do not unreasonably interfere with the use and enjoyment of any part of the Properties. Dogs shall not be allowed to run at large. Dogs shall be kept on a leash or otherwise confined in a manner acceptable to the Committee whenever outside the dwelling. Lot Owners shall be responsible for the removal of their animal's waste wherever it is deposited within the Property. Dog runs and enclosures shall be kept clean and odor free at all times. Dog runs, kennels, enclosures to be built must be submitted to the Committee for approval. Consistent with the City of Auburn's leash law, pets shall be registered, licensed and inoculated from time to time as required by the City of Auburn or any applicable law.

Section 8. Garbage and Refuse. No garbage, refuse, rubbish, cuttings, or debris of any kind shall be deposited on or left upon any Lot unless placed in an attractive container suitably located and screened from public view from the street and from the ground level of adjacent Lots and Common Area. Such containers shall be returned to the screened location by the end of each scheduled pick-up day. All equipment for the storage of disposal of such materials shall be kept in a clean and sanitary condition.

Section 9. Rental and Leasing. The Owner (except for a lender in possession of a Lot and improvements located thereon following a default in a first Mortgage, a foreclosure proceeding, or any deed of trust sale or other arrangement in lieu of a foreclosure) shall be prohibited from leasing or renting less than the entire Lot or improvements thereon unless otherwise approved by the Board of Directors. All leases and rental agreements shall be in writing and shall specify that it is subject to this Declaration, the Articles and Bylaws and Rules and Regulations. If a lease or rental agreement does not state that the rental is subject to this Declaration, the Articles and Bylaws, and Rules and Regulations, it shall nonetheless be subject to such documents. A violation of the tenant/lessee in complying with this Declaration, the Articles or Bylaws, and Rules and Regulations shall be enforceable against the tenant/lessee and the Owner.

If a Lot or home is rented by its Owner, the Board, on behalf of the Association, may collect and the renter or lessee shall pay over to the Board, so much of the rent for such Lot or home as is required to pay any amounts due the Association hereunder, plus interest and costs, if the same are in default over thirty (30) days. The renter or lessee shall not have the right to challenge payment over to the Board, and such payment will discharge the lessee's or renter's duty of payment to the Owner for rent, to the extent such rent is paid to the Association, but will not discharge the liability of the Owner of the Lot under this Declaration for assessments and charges, or operate as an approval of the lease. The Board shall not exercise this power where a receiver has been appointed with respect to the Lot or its Owner, nor in derogation of any rights which a mortgagee of such Lot may have with respect to such rents. Other than as stated in this Article, there are no restrictions on the right of any Owner to lease or otherwise rent such Owner's Lot or home.

Section 10. Parking of Vehicles; Storage of Goods; Equipment or Devices. There shall be no permanent and/or temporary storage of goods, equipment, or devices permitted in open outlook from any Lot or right-of-way. The term "Vehicles" as used herein shall include, without limitation, automobiles, vans or trucks with or without business logo, campers, trucks, busses, motor homes, mobile homes, boats, trailers, portable aircraft, motorcycles, snowmobiles, minibikes, scooters, go-carts, and any other towed or self-propelled transportation type vehicle. The term "Passenger Vehicles" as used herein shall include passenger automobiles, vans, small trucks, motorcycles, and similar type vehicles used regularly and primarily as transportation for the occupants of the Lot. The term "Commercial and Recreational Vehicles" as used herein shall include, without limitation, vans or trucks with business logos, campers, busses, motor homes, mobile homes, boats, trailers, portable aircraft, motorcycles, snowmobiles, minibikes, scooters, and go-carts. The following restrictions apply:

(i) "Garage Parking Spaces" shall mean the number of parking spaces within a garage attached to a Residence equal to the number of garage doors on the garage. A double wide

garage door shall count as two (2) Garage Parking Spaces. All Passenger Vehicles shall be parked in either a Garage Parking Space or upon the driveway;

(ii) No Commercial and/or Recreational Vehicle shall be permitted on the driveway of any other portion of the Owner's Lot, except within a garage, however, Recreational Vehicles shall be allowed to park on the driveway for a maximum twenty-four (24) hour period, for the sole purpose of loading and unloading the Recreational Vehicle;

(iii) No Vehicles and/or Passenger Vehicles shall be parked overnight on any right-of-way adjoining any Lot;

(iv) No Vehicles parked on the driveway may extend over the sidewalk and/or into the right-of-way; and

(v) Owners who have visiting guests intending to stay shall be allowed to park their Passenger Vehicle either in the Garage Parking Space or upon the driveway.

The Association shall give an Owner a written notice of an improperly parked or stored Vehicle and/or improperly stored goods, equipment, or devices. The Owner shall have twenty-four (24) hours to remove said Vehicle and/or goods, equipment, or devices if the Owner has not moved the said Vehicle within the required time period, the Association may have the Vehicle towed at the Owner's expense; assess the Owner daily fines until the Vehicle is removed; and/or place a lien against the Owner's Lot. If the Owner has not removed the said goods, equipment, or devices within the required time period the Association may have the goods, equipment, or devices removed; assess the Owner daily fines until the goods, equipment, or devices are removed, and/or place a lien against the Owner's Lot.

Section 11. Plans and Specifications Must be Approved. Any Residence or temporary or permanent structure constructed in the Plat by a builder or Lot Owner other than Declarant, must have their plans and specs reviewed and approved by the Declarant, or Architectural Control Committee, if selected, as provided for in Article XI. The Declarant or Committee, if selected, shall determine if the general building and land use restrictions are met. The Declarant may prepare residential Design Guidelines which may contain guidelines in addition to those set forth herein. During the Development Period, Declarant shall have the sole authority to amend the general building and land use restrictions set forth herein and any Design Guidelines, consistent with the land use restrictions and conditions of Plat approval.

Section 12. Exterior Colors. Any changes to the exterior color of any improvement located on a Lot must be approved by the Committee prior to the commencement of the painting or construction of the improvement.

Section 13. Protection of Trees. Owners shall not cut down trees located within the Properties. Owners shall notify the Board of any dead or diseased tree located on their Lot and the Association shall determine if the tree should be removed.

Section 14. Fences. No fences shall be erected without the prior written approval of the Committee. Fences shall be allowed on a Lot and its location shall be subject to easements and restrictions set forth on the Plat, restrictions set forth in this Declaration and

the Design Guidelines established by the Declarant, if any, and prior written approval of the Committee. Each Lot Owner shall be responsible for the continued maintenance and repair of any fence on its Lot.

Section 15. Dog Runs and Enclosures. Proposed dog runs and enclosures must be approved, in writing, prior to their construction by the Committee. All dog runs visible from the street, side, or rear yard of another Lot shall be fenced or screened with material approved by the Committee.

Section 16. Accessory Structures. Accessory buildings which are appurtenant to the use of an existing permanent residential building shall be permitted on a Lot. Permitted accessory buildings shall include, without limitation, greenhouses, playhouses, tool sheds, woodsheds, doghouses, dog runs, dog enclosures, and gazebos. No accessory building shall be placed on a Lot unless the plans for the accessory building have been first approved as to the design, materials, and location on the Lot by the Committee. The Committee may refuse to approve an accessory building if, in the exercise of the discretion of the Committee, the structure detracts from the general visual appearance to the Subdivision or other homes. The location of an accessory building shall be at a place which minimizes the visual impact and, as a general guideline, shall be in the side or rear yard behind the front of the home. The Committee may require visual screening of accessory buildings from adjacent Lots.

All structures and improvements shall comply with the provisions of the applicable Building Code, as amended from time to time, relating to setback requirements, drainage easements and other easements of buffers; provided that nothing herein shall require removal of a building which was originally placed in conformity with such Building Code because of a change in the Building Code.

Section 17. Signs. No signs, billboards, or other advertising structure or device shall be displayed to the public outlook on any Lot, except one sign not to exceed four (4) square feet in area, may be placed on a Lot to offer the Lot for sale or rent.

Signs may be used by the Declarant, or an agent of Declarant's, to advertise the Lots during the construction and sale period. Declarant's signs may include project marketing signs, directional signs and model home signs.

Political signs may not be displayed more than sixty (60) days before an election and must be removed within seven (7) days following the election date. Political signs may not be placed on Tracts or Rights of Way owned or maintained by the Homeowners Association.

Section 18. Swimming Pools. No swimming pools, lap pools, or spas shall be constructed, erected, or maintained upon any Lot without the prior written consent of the Committee. The Committee may disallow any or all pools or spas in their sole discretion and shall have the authority to establish rules governing the use of any such facilities. Considerations shall include, but not be limited to, the visual and audio intrusion such facility and associated activities would have on surrounding residences. The installation of any such facility shall be in accordance with the plans approved by the Committee in addition to

all local and state building ordinances and use of such facility shall be in strict compliance with the conditions of approval set down by the Committee.

Section 19. Utilities and Satellite Dishes. No lines of wires for the transmission of electric current or of television, radio or telephone signals shall be constructed, placed or permitted to be placed outside of the building of a Lot, unless the lines and wires shall be underground or in conduit attached to a building. No exterior aerials, antennas, microwave receivers or satellite dishes for television or other purposes shall be permitted on any Lot except for satellite dishes up to 24" in diameter that may be installed on the sides or the rear of the home.

Section 20. Gardens, Play Equipment, Sport Courts, Pools, Spas and Basketball Standards. No permanent and/or portable basketball standards or other play equipment may be situated in any private or public right-of-way. Portable basketball standards need not be submitted for approval but must be properly stored on the rear side of the Residence or in the garage. Any violation of these restrictions may result in the removal of such device. The Committee may require visual screening of play equipment, sports equipment, sport courts, pool and spas.

Section 21. Decks and Patios. The Committee may require screening such as skirting for decks which extend four (4) feet or more off the ground.

Section 22. Holiday Displays and other Exterior Adornments. All holiday displays and decorations must be removed within two (2) weeks of the end of the pertinent holiday. No displays or decorations may be installed earlier than six (6) weeks before the pertinent holiday.

Section 23. Flag and Flag Poles. Any display of the flag of the United States by an Owner must be displayed in a manner consistent with the federal flag display law 4 U.S.C. Sec. 1 et sec. The Committee shall review and approve the placement and manner of display of the flag and the Committee shall review and approve the location and size of a flagpole used for the display of the United States flag. Flag poles used by Declarant on the Properties to advertise the Subdivision shall be allowed.

Section 24. Permits. No construction or exterior addition or change or alteration of any structure may be started on any portion of the Properties without the Owner first obtaining a building permit and other necessary permits from the proper local governmental authority and written approval of such permits from the Board, Committee or the Declarant.

Section 25. Codes. All construction shall conform to the requirements of the State of Washington codes (building, mechanical, electrical, plumbing) and local requirements required by the City of Auburn in force at the commencement of the construction, including the latest revisions thereof.

Section 26. Entry for Inspection. Any agent, officer or member of the Board, Committee, or the Declarant may, except in cases of emergency, at any reasonable predetermined hour, upon 24 hours' notice during construction or exterior remodeling, enter

and inspect the structure to determine if there has been compliance with the provisions of this Declaration. The above-recited individuals shall not be deemed guilty of trespass for such entry or inspection. There is created an easement over, upon and across the residential Lots for the purpose of making and carrying out such inspections.

Section 27. Contractor. No home may be constructed on any Lot other than by a contractor licensed as a general contractor under the statutes of the State of Washington and the prior written approval of the Committee.

Section 28. Fines. In the event a Lot Owner violates any of the covenants, conditions and/or restrictions set forth in this document, the Association has the right to assess fines for said violations. The Board of Directors shall adopt Rules and Regulations which shall set forth the fines for violations of any of the covenants, conditions and/or restrictions set forth in this document. The Board of Directors may choose to pursue legal channels to gain injunctive relief and any associated legal expenses will be added to the fines. Such fines shall be collectible in the same manner as assessments and any remedies available for the collection of assessments shall also be available for the collection of fines.

Section 29. Construction and Sale Period. So long as Declarant owns any property in the Subdivision for development and/or sale, the restrictions set forth in this article shall not be applied or interpreted as to prevent, hinder or interfere with development, construction or sales activities of Declarant or any builder or developer approved by Declarant.

ARTICLE XIII GENERAL PROVISIONS

Section 1. Covenants Running with the Land. The covenants, conditions, and restrictions, easements, rights, liens, and encumbrances herein provided for shall be covenants running with the land and shall be binding upon the Subdivision and any and all parts thereof, the parties in interest thereto and their heirs, assigns, personal representatives and successors in interest. Accepting an interest in and to any portion of the Subdivision shall constitute an agreement by any person, firm or corporation accepting such interest, that they and each of them shall be bound by and subject to the provisions hereof.

Section 2. Amendment of Declaration. In addition to specific amendment rights granted elsewhere in this Declaration, until conveyance of the first Lot to a person other than a builder, Declarant may unilaterally amend this Declaration for any purpose. Thereafter, Declarant may unilaterally amend this Declaration if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans to make, purchase, insure or guarantee mortgage loans on the Lots; or (iv) to satisfy the requirements of any local, state or federal governmental agency. However, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent in writing.

In addition, so long as Declarant owns property described in Exhibit "A" for development as part of the Properties, Declarant may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner or unless such Owner shall consent in writing.

Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of members representing sixty percent (60%) of the total votes in the Association, and Declarant's consent, so long as Declarant owns any property subject to this Declaration or which may become subject to this Declaration in accordance with Section 8 of this Article.

Notwithstanding the above, no amendment to this Declaration involving the responsibility to maintain the Common Maintenance Areas may be made without the prior written approval of the City of Auburn. All amendments must be filed with the office of the King County Auditor.

Section 3. Enforcement. The Association, the Board, or any Owner shall have the right to enforce, by any legal proceeding, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration.

Section 4. Attorney's Fees. In the event that it is necessary to seek the services of an attorney in order to enforce any (1) provision of this Declaration or (2) lien created pursuant to the authority of this Declaration, the individual against whom enforcement is sought shall be obliged to pay any attorneys' fees incurred. If the Owner fails to pay such fees within sixty (60) days, such fees shall become a lien against the Owner's lot.

Section 5. Successors and Assigns. The covenants, restrictions and conditions articulated in this Declaration shall run with the land and shall accordingly be binding on all successors and assigns.

Section 6. Severability. In the event that any provision hereof shall be declared to be invalid by any court of competent jurisdiction, no other provision shall be affected thereby and the remaining provisions shall remain in full force and effect. No waiver of the breach of any provision hereof shall constitute a waiver of a subsequent breach of any provision hereof or constitute a waiver of a subsequent breach of the same provision or of any other provision. No right of action shall accrue for or on account of the failure of any person to exercise any right hereunder nor for imposing any provision, condition, restriction or covenant which may be unenforceable.

Section 7. Rule Against Perpetuities. In the event that any provision or provisions of this Declaration violate the rule against perpetuities, such provision or provisions shall be construed as being void and of no effect as of twenty-one (21) years after the death of the last surviving incorporator of the Association or twenty-one (21) years after the death of the last survivor of all the incorporators' children and grandchildren who shall be living at the time this instrument is executed, whichever is later.

Section 8. Other Parcels Will be Governed by Declaration. Declarant reserves the right, but is not obliged, to add other parcels to the Properties. Declarant reserves the right to determine the number and location of any Lots within the other parcels.

If any Other Parcels are added to the Properties, all of the Other Parcels shall be governed by this Declaration. The character of the improvements which may be later added to the Properties on other parcels shall be compatible with improvements already existing on the Properties; provided, however, that Declarant may develop the other parcels for any lawful purpose that is allowed by applicable laws and regulations. All easements for ingress, egress, utilities and use of facilities, unless otherwise specifically limited, shall exist in favor of all Owners in the Other Parcels.

During the Development Period, the addition of Other Parcels to the Properties shall occur when the Declarant files for record an amendment to this Declaration legally describing the Other Parcels. The voting rights of the existing Lot Owners shall be adjusted at the time Other Parcels are added to the Properties only to the extent the total number of votes is increased by the number of Lots added, and the percentage which one vote bears to the total is thus diminished.

Section 9. Failure of Board to Insist on Strict Performance No Waiver. The failure of the Board in any instance to insist upon the strict compliance with this Declaration or Rules and Regulations of the Association, or to exercise any right contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of any term, covenant, condition, or restriction.

Section 10. Limitation of Liability. So long as a Director, Officer, Committee member, Association agent, or Declarant acting on behalf of the Board or the Association, has acted in good faith, without willful or intentional misconduct, upon the basis of such actual information as is then possessed by such person, then no such person shall be personally liable to any Owner, or other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error, negligence (except gross negligence), any discretionary decision, or failure to make a discretionary decision, by such person in such person's official capacity, provided that this Section shall not apply where the consequences of such act, omission, error negligence are covered by insurance or bonds obtained by the Board pursuant to this Declaration.

Section 11. Indemnification. Each Director, Officer, Committee member, and Declarant shall be indemnified by the Association, including the Lot Owners, against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which such person may be a party, or in which such person may become involved, by reason of holding or having held such position, or any settlement thereof, whether or not such person holds such position at the time such expenses or liabilities are incurred, except to the extent such expenses and liabilities are covered by insurance actually obtained by the Board and except in such cases wherein such Director, Officer, Committee member or Declarant is adjudged guilty of willful misfeasance in the performance of his or her duties; provided that in the event of a settlement, the

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

Parcel A:

The West Half of the Southwest Quarter of the Southeast Quarter of Section 2, Township 21 North, Range 4 East, W.M., in King County, Washington.

Except that Portion Conveyed to King County by Deed Recorded Under Recording Number 8711020577.