

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made on the date hereinafter set forth by Wall & Redekop Corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the City of Renton, County of King, State of Washington, which is more particularly described as Highbury Park Plat, recorded in Volume 114 of Plats, pages 46 and 47, under King County Recording No. 8003210627;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Highbury

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Park Homeowners' Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is shown on the Highbury Park Plat recorded in King County, Washington, under King County Recorder's No. 8003210627. The Common Area is denominated as "Open Space".

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Wall & Redekop Corporation, its successors and assigns if such successors or assigns should acquire more than one (1) undeveloped lot from the Declarant for the purpose of development.

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ARTICLE II

GENERAL PROTECTIVE COVENANTS

Section 1. Subdivision Restrictions. No lot or a portion of a lot in this plat shall be divided and sold or resold, or ownership changed or transferred, whereby that ownership of any portion of this plat shall be less than the area required for the use district in which located.

Section 2. Residential Character of Property. The term "residential lot" as used herein, means all of the lots now or hereafter platted on the existing property. No structures or buildings of any kind shall be erected, altered, placed or permitted to remain on any residential lot other than one (1) single-family dwelling for single-family occupancy only, not to exceed two (2) stories in height, with a private garage or carport for not more than three (3) standard size passenger automobiles.

Section 3. Residential Use of Temporary Structures Prohibited. No trailer, basement, tent, shack, garage, barn or other outbuildings or any structure of a temporary character erected or placed on the property shall at any time be used as a residence, temporarily or permanently.

Section 4. Business and Commercial Use of Property Prohibited. No trade, craft, business, profession or commercial activity of any kind shall be conducted or carried out upon any residential lot, or within any building located on a residential lot.

Section 5. Parking Restrictions. No owner of any residential

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lot or resident thereon shall permit any vehicle owned by him or by any member of his family or by an acquaintance, and which is in an extreme state of disrepair, to be abandoned or to remain parked upon any street or lot within the existing property for a period in excess of forty-eight (48) hours. No commercial vehicles, recreational vehicles or trucks (larger than pickup trucks) shall be parked on the streets or in view from the streets of the properties, except to serve the needs of the owners and residents.

Section 6. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

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No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 7. Building Location. No building shall be located on any lot nearer to the lot line than the setback lines shown on the plat.

In any event, no building, exclusive of porches, roofs, overhangs and steps, shall be located on any lot nearer than 20 feet to the front property line, nearer than 20 feet to any side street line, or nearer than 5 feet to any interior lot line. No dwelling shall be located on any lot nearer than 25 feet to the rear lot line.

For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of the building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

Section 8. Easements. Easements are hereby reserved for the installation and maintenance of utilities and drainage facilities as shown on the recorded plat, and under and upon the exterior seven (7) feet, parallel with and adjoining the street frontage of all lots, in which to install, lay, construct, renew, operate and maintain underground conduits, mains, cables and wires with necessary

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facilities and other equipment for the purpose of serving this subdivision and other property with electric, telephone and sewer service, together with the right to enter upon the lots at all times for the purposes herein stated. No lines or wires for the transmission of electric current or for telephone use, CATV, fire or police signals, or for other purposes, shall be placed or permitted to be placed upon any lots outside the buildings thereon unless the same shall be underground or in conduit attached to the building.

In addition, easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five (5) feet and two and one-half (2-1/2) feet on each side of interior lines of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

There is specifically reserved, upon any adjoining lot which faces the exterior wall of a building across the common boundary between adjoining lots as the servient tenement, for the benefit of the adjoining lot on which such building is located, and the owner

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thereof as dominant tenant, an easement over, under, upon and through such subservient tenement, at reasonable places, for the performance of such work during daylight hours as may be necessary or advisable in connection with the maintenance, repair, or restoration of the building and portions thereof, such as porches, roofs, overhangs and steps constructed on the dominant lot, and an easement for ingress and egress to perform such work.

Section 9. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 10. Garbage and Refuse Disposal. No lot or tract shall be used as a dump for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal. Yard rakings, such as rocks, lawn and shrubbery clippings, and dirt and other material resulting from landscaping work shall not be dumped into public streets or green belts. The removal and disposal of all such materials shall be the sole responsibility of the individual lot owner. All incinerators or other equipment for the storage or disposal of trash, garbage or other work shall be kept in a clean and sanitary condition.

Section 11. Fences. No fence, wall or hedge shall be erected, placed or altered on any lot nearer to any street than the building setback line, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than three (3) feet above the finished grade at the back of said wall.

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Section 12. Animals. No animal, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that cats, dogs, birds or other household pets may be kept if they are not kept, bred, or maintained for any commercial purpose, and that they shall not be kept in numbers or under conditions reasonably objectionable in a residential community.

Section 13. Signs. No signs shall be erected or maintained on any residential lot in the tract, except that no more than one approved FOR SALE or FOR RENT sign placed by the owner or builder or by a licensed real estate broker, not exceeding twelve (12) inches high and eighteen (18) inches long, may be displayed on any lot.

Section 14. Time for Completion of Construction. Any dwelling or structure erected or placed on any residential lot shall be completed as to external appearance, including finished staining or painting, within eight (8) months from date of commencement of construction, and shall be connected to the public water and sewer systems.

Section 15. Mortgages Protected. Nothing herein contained shall impair or defeat the lien of any mortgage or deed of trust now or hereafter recorded covering any lot or lots, but title to any property obtained as a result of foreclosure shall thereafter be held subject to all of the provisions herein.

Section 16. Common Area Easements. An easement is reserved for the benefit of all the owners upon the area denominated as

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"Open Space", on the recorded subdivision map of the Property. Within this natural growth area, no structure, clearing, grading, or vehicular access shall be allowed. No material shall be placed or permitted or remain, or other activities undertaken, which may damage or interfere with established slope ratios, which may create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels, except access shall be permitted for the purpose of installation and maintenance of screening, utilities and drainage facilities. The natural growth protection area of each lot and all improvements in it shall be maintained continuously by the owners through the Association, except for those improvements for which a public authority or utility company is responsible.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

CLASS A: Class A members shall be all owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds

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an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any lot.

CLASS B: The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on September 1, 1982.

ARTICLE IV

ARCHITECTURAL CONTROL

Section 1. Architectural Control. No building, fence, or wall shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design and color with existing structures, and as to location with respect to topography and finish grade elevation.

Section 2. Architectural Control Committee. The Architectural Control Committee ("ACC" herein) is composed of three (3) homeowners.

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

Section 3. Procedure. The approval or disapproval of the ACC as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such

deed, is deemed to covenant and agree to pay to the Association:

(1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless assumed by them.

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 owners and residents in the properties and for the improvement and maintenance of the Common Area. The Assessments shall include the cost of liability insurance in amounts as determined by the Board of Directors, and real estate taxes which may be assessed against the Association.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be \$100.00 per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for

the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special 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 Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast

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sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates 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 of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of

its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein 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 mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, for damages or injunctive relief, or both, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter

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imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Any amendment must be recorded with the King County Recorder, King County, Washington.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the properties with the consent of two-thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veteran's Administration: annexation of additional properties; dedication of Common

Area; and amendment of this Declaration of Covenants, Conditions
and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein,
has hereunto set its hand and seal this 27th day of August, 1980.

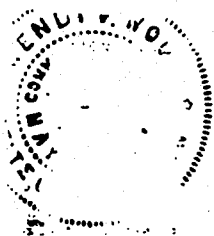
WALL & REDEKOP CORPORATION

By: Peter Redekop
Its: President

STATE OF WASHINGTON)
COUNTY OF KING) ss.

THIS IS TO CERTIFY that on this 27th day of August,
1980, before me, a Notary Public in and for the State of Washington,
duly commissioned and sworn, personally appeared PETER REDEKOP,
to me known to be the President of WALL & REDEKOP CORPORATION, the
corporation that executed the foregoing instrument, and acknowledged
the said instrument to be the free and voluntary act and deed of
said corporation, for the uses and purposes therein mentioned, and
on oath stated that he is authorized to execute the said instrument
on behalf of said corporation.

WITNESS MY HAND and official seal the day and year in this
certificate first above written.



Wendy V. Wood
NOTARY PUBLIC in and for the State of
Washington, residing at Seattle