

ORIGINAL

After Recording Mail To:  
Park West Corporation  
12443 Bellevue-Redmond Road  
Bellevue, WA 98005

OFFICE OF  
STATE 700  
SEATTLE, WA 98101

8465100686

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS OF SUMMER RIDGE DIVISION NUMBER 1

1982

Table of Contents

	Page
1. EFFECT OF DECLARATIONS; TERMINATION; AMENDMENT	1
2. DEFINITIONS	1
3. EASEMENTS; RIGHTS IN COMMON AREAS AND IMPROVEMENTS	2
4. ARCHITECTURAL AND USE CONTROL	4
5. HOMEOWNERS' ASSOCIATION	10
6. ASSESSMENTS	11
7. ENFORCEMENT	12
8. ADDITIONAL PROPERTY	12
9. DEVELOPMENT PERIOD	13
10. SEVERABILITY	14

84/05/10  
B&HSE

#0686 B  
19.00  
55

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS OF SUMMER RIDGE DIVISION NUMBER 1

8405100686

Park West Corporation, a Washington corporation, is the owner of certain real property in King County, Washington, commonly known as Summer Ridge Division Number 1, consisting of 45 residential lots, and legally described as:

Lots 1 through 45, Summer Ridge Division Number 1, according to the Plat recorded in Volume 126 of Plats, pages 11 and 12, in King County, Washington.

Said real property is hereafter referred to as the "Property" or "Properties."

Park West Corporation, as Declarant, and in furtherance of protecting the economic value, desirability of ownership, and architectural uniformity of the Properties, hereby declares that the above-described Properties are hereinafter subject to the terms, conditions and provisions of this Declaration of Covenants, Conditions, Restrictions and Easements.

1. EFFECT OF DECLARATIONS; TERMINATION; AMENDMENT

The Properties shall be held, sold and conveyed subject to the provisions, covenants, restrictions and easements contained in this Declaration. The provisions of this Declaration shall run with the land and be binding upon all parties having any right, title or interest in the Properties or any part thereof and shall benefit all persons who are or become Owners of Lots.

The provisions of this Declaration are valid and binding for a period of thirty (30) years from the date of recording this Declaration in the office of the King County Recorder, at which time said provisions shall be automatically extended for successive periods of ten (10) years each unless seventy percent (70%) or more of the Owners, by an instrument or instruments in writing, duly signed and acknowledged by them, terminates said provisions insofar as they pertain to residential Lots or Building Sites, and termination shall become effective upon the filing of such instrument of record in the office of the King County Recorder. This Declaration may not be amended without the approval of the Declarant until after a single family residence has been constructed and completed on each Lot or Building Site as defined herein, and then only by an instrument properly executed and acknowledged by seventy percent (70%) or more of the Owners, which amendment shall be recorded in the office of the King County Recorder. For purposes of voting under this provision, Owners of lots will be entitled to one vote for each vote they are entitled to cast in the Association for a Lot which is subject to this Declaration.

*See Amendment #1*

2. DEFINITIONS

The following words, when used in this Declaration or any supplemental declaration (unless the context indicates otherwise) shall have the following meanings:

A. "ACC" shall mean the Architectural Control Committee as provided for and established in this Declaration.

B. "Association" shall mean the Summer Ridge Homeowners' Association, a Washington non-profit corporation.

8405100686

C. "Board" shall mean the Board of Directors of the Association.

D. "Building Site" shall mean a legal site for the construction of a single family residence and shall consist of at least (1) one or more residential lots as legally established by the plat of the Property; or (2) a parcel composed of only a portion of such residential Lots, the area of which parcel shall not be less than that required for the established use in the district in which it is located.

E. "Common Areas and Improvements" shall mean

(a) all the real property (including any improvements thereon) owned by the Association for the common use and enjoyment of the Owners and

(b) those landscaped areas or other community related improvements lying within the street right of way, utility tracts, or easements over building lots granted to the Association for such purposes; and which have been landscaped or have had improvements installed by the Declarant or the Association for the common beautification and enjoyment of the Properties. (Entry signs, mailbox stands, and landscaped entries, detention ponds, street islands, etc. are the type of areas and improvements included herewith.)

F. "Declarant" shall mean Park West Corporation, a Washington corporation, and its successors and assigns. The term "successors and assigns" as used in this definition does not include purchasers from the Declarant (or from its successors and assigns) of Lots.

G. "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions and Easements of Summer Ridge Division Number 1.

H. "Development Period" shall mean the period defined in paragraph 9 of this Declaration.

I. "Initial Board of Directors" shall mean the Board serving during the Development period.

J. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of (1) the Common Areas and Improvements; and (2) tracts dedicated to utility districts and government entities.

K. "Member" shall mean and refer to every person or entity that holds a membership in the Association. There shall be one membership per Lot which shall be inseparably appurtenant to each Lot.

L. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot and shall include any persons or entities purchasing a Lot pursuant to the terms of a recorded real estate contract, but said term shall exclude those having an interest in any Lot merely as security for the performance of an obligation.

M. "Property" or "Properties" shall mean the real property described herein, which is subject to this Declaration.

### 3. EASEMENTS; RIGHTS IN COMMON AREAS AND IMPROVEMENTS

A. Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, or as recorded elsewhere; and easements for the same purposes are reserved;

8405100686

(1) over the front and rear five (5) feet of each Building Site; and (2) over a five (5) foot strip along each side of interior Building Site lines. Within these easements, no structure, including such items as patios, barbecues, etc., shall be placed or permitted to remain, nor shall any activity be permitted within said easements which may damage or interfere with the installation and maintenance of existing and future utilities, or which may change the direction of flow of drainage in the easement areas. A utility or drainage facility in the easement area of each Lot or Building Site shall be maintained continuously by the property Owners who require the utility or drainage facility except for those improvements for which a public authority or utility company is responsible. In the case where a utility or drainage facility has to be installed on an Owner's property in the easement areas herein defined, the cost to install the facility and to restore the Building Site to its original state prior to installation must be borne by the property Owners who require the utility or drainage facility. Any and all drainage collected or sufficiently concentrated to create erosion problems in the opinion of the ACC shall be piped to the nearest underground public storm sewer line or street gutter at the expense of the property Owner(s) who requires the drainage facility. If such an installation is required to serve more than one Lot, then the Owners of each of said Lots served shall pay for such installation and maintenance thereof in proportional amounts as established by the ACC.

**B. Lot Owner's Rights in Common Areas and Improvements.** Every Owner shall have a nonexclusive right to an easement of enjoyment in and to the Common Areas and Improvements owned by the Association and such easement shall be appurtenant to and shall be conveyed with the title to, or contract purchaser's interest in, every Lot, even though such easement is not expressly mentioned or described in the conveyance or other instrument, subject to the following restrictions:

(1) The rights of the Association to limit the number of guests of members, and to adopt rules and regulations;

(2) The right of the Association to exclusive use and management of said Common Areas and Improvements for utilities, such as pumps, pipes, wire, conduits, and other utility equipment, supplies and materials;

(3) The rights reserved to the Declarant in the Declaration;

(4) The right of the Association to charge a reasonable admission and other fees for the use of any recreational facilities situated upon the Common Areas and Improvements;

(5) The right of the Association to suspend the voting rights and right to use of the Common Areas and Improvements by any Owner for any period during which any assessment against the Owner's Lot remains unpaid; and for a period not to exceed one hundred eighty (180) days for any infraction of the published rules and regulations;

(6) The right of the Association to dedicate or transfer all or any part of the Common Areas and Improvements to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. Except as dedicated or transferred by the Declarant during the Development Period, no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer, signed by seventy-five percent (75%) of all members has been recorded in the office of the King County Recorder.

8405100686

Any owner may delegate his right of enjoyment of the Common Areas and Improvements and facilities to the members of his family, his tenants and friends, subject to rules and regulations adopted by the Association.

After conveyance by the Declarant, title to the Common Areas and Improvements shall be held by the Association as trustee for the Lot Owners.

#### C. Declarant's Rights in Common Areas and Improvements.

1. **Reservation of Control.** The Declarant shall have and hereby reserves for itself, its successors and assigns, the right, during the Development Period, to utilize the Common Areas and Improvements for its business use and purposes, including but not limited to uses and purposes related to the construction, promotion and development of the Property. Such right shall include the right to dedicate, transfer or grant easements to any part of the Common Areas and Improvements to any public agency, authority or utility for purposes not inconsistent with the intended purposes of such Common Areas and Improvements. The Declarant's rights to dedicate, transfer or grant easements as referred to above shall be exercised through the Declarant's reserved rights, powers, and functions as described in paragraph 9. below (Development Period). The Declarant shall convey and quit claim the Common Areas and Improvements to the Association, free and clear of encumbrances, and the control or the management and administration of the Common Areas and Improvements shall then vest in the Association, subject to the Declarant's aforementioned rights of use.

2. **Costs.** Until such time as the Common Areas and Improvements shall be conveyed to the Association, the Declarant shall pay all costs of maintaining and operating the Common Areas and Improvements. Upon conveyance of the Common Areas and Improvements to the Association, the Association shall thereafter pay all costs of maintaining and operating the Common Areas and Improvements.

3. **Additional Common Areas and Improvements.** If additional adjacent properties shall be subjected to this Declaration, Common Areas and Improvements located therein shall, in like manner, be conveyed and quit claimed to the Association. If additional adjacent lot owners shall become members of the Association and additional Common Areas and Improvements are dedicated to the Association in connection therewith, then all rights and obligations with respect to said additional Common Areas and Improvements shall inure to the Owners of Properties herein as members of the Association. The Association shall be responsible for the management, maintenance and administration of all Common Areas and Improvements conveyed to the Association. Costs of maintaining and operating Common Areas and Improvements located in additional adjacent properties shall be covered as provided in paragraph 3.C.2 above.

#### 4. ARCHITECTURAL AND USE CONTROL

##### A. Architectural Control Committee: Approval of Plans.

1. **Architectural Control Committee.** There shall be an architectural control committee (ACC), with the responsibility and authority to approve or disapprove modifications to the Property, to approve the construction of improvements on the Property, and to enforce the terms and conditions of this Declaration as they relate to architectural and use control.

The ACC shall consist of three (3) members.

The members of the ACC during the Development period shall be appointed by the Declarant and shall serve until the end of the Development Period.

8465100686

At the first annual meeting following the end of the Development Period, the members of the Association shall elect three (3) members to the ACC, whose member terms shall be one year. At each annual meeting of the Association thereafter, new members of the ACC shall be elected. Each member present at an annual meeting may cast one (1) vote each for three (3) separate candidates for the ACC. Those three (3) candidates with the highest vote tallies shall constitute the new ACC.

In the case of the death, disability or resignation of any member or members of the ACC, the surviving or remaining member or members shall have full authority to designate a successor or successors.

The ACC shall have the authority in any individual case to make such exceptions to the building restrictions and requirements set forth herein as said committee shall, in its uncontrolled discretion deem necessary or advisable.

If additional Properties are made subject to this Declaration, pursuant to the terms hereof, a separate ACC may be appointed for each annexed phase of the overall development.

If additional properties, subject to their own declaration of covenants, conditions and restrictions should become members of the Association as set forth under paragraph 8. herein, the Association may, where practical, combine the Architectural Control Committees created by said separate declarations. The Board of Directors of the Association shall make the decision whether the ACC should be combined with respect to any or all of the additional properties having become subject to the Association. In the event any two or more such ACCs are combined, each property shall continue to be governed with respect to its own declaration of covenants, conditions and restrictions. If, additional properties, subject to their own declaration of covenants, conditions and restrictions, become members of the Association, then the interpretation and policies adopted with respect to those identical conditions and restrictions contained in the separate declarations of covenants, conditions and restrictions shall be the same; and where any dispute may occur, the Board of Directors of the Association shall decide on the common interpretation or policy to be applied. In the event of either combined and/or individual ACCs, the vote for each ACC shall be restricted to the properties for which said ACC is responsible.

2. Approval of Plans. All buildings and structures, including concrete or masonry walls, rockeries, fences, swimming pools, or other structures to be constructed or modified within the Property shall be approved by the ACC. Complete plans and specifications of all proposed buildings, structures and exterior alterations, together with detailed plans showing the proposed location and elevation of the same on the particular Building Site, shall be submitted to the ACC before construction or alteration is started, and such construction and alteration shall not be started until written approval thereof is given by the ACC.

The ACC will review submittals as to the quality of workmanship and materials planned and for conformity and harmony of the external design with existing structures on the said Building Sites, and as to location of the building with respect to topography, finished grade elevation and building set back restrictions.

In the event the ACC fails to approve or disapprove such plans and specifications within thirty (30) days after said plans and specifications have been delivered to it, such approval will not be required.

All plans and specifications for approval by the ACC must be submitted at least ten (10) days prior to the proposed construction starting date. Two

8405100686

complete sets of said plans and specifications shall, in each case, be delivered to the ACC. Said plans and specifications shall be prepared by an architect or a competent house-designer approved by the ACC. All buildings or structures shall be erected or constructed by a contractor or house builder approved in writing by the ACC. The maximum height of any residence may be established by the ACC as part of the plan approval and given in writing together with the approval. One set of approved plans shall be retained by the ACC and the other returned to the party submitting them.

As to all improvements, constructions and alterations within the Property, the ACC shall have the right to refuse to approve any design, plan or color for such improvement, construction or alteration which is not suitable or desirable, in the ACC's opinion, for any reason, aesthetic or otherwise, and in so passing upon such design, the ACC shall have the right to take into consideration the suitability of the proposed building or other structure, and the material of which it is to be built, and the exterior color scheme, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect or impairment that said structures will have on the view or outlook of surrounding building sites, and any and all factors, which in the ACC's opinion shall effect the desirability or suitability of such proposed structure, improvements or alterations.

The ACC shall have the right to disapprove the design or installation of a swimming pool or any other recreational structure or equipment which is not suitable or desirable, in the ACC's opinion, for any reason, aesthetic or otherwise, and in so passing upon such design or proposed installation, the ACC shall have the right to take into consideration the visual impact of the structure and the noise impact of the related activities upon all of the Properties located in the close proximity. Any enclosure or cover used in connection with such a recreational structure or equipment whether temporary, collapsible, seasonal or whatever, shall be treated as a permanent structure for the purposes of these covenants and shall be subject to all the conditions, restrictions and requirements as set forth herein for all buildings and structures.

**B. Building and Landscaping Requirements and Restrictions.** The following building and landscaping restrictions govern the Property and must be adhered to:

1. Any dwelling or structure erected or placed on any Lot or Building Site shall be completed as to external appearance, including finished painting, within eight (8) months after date of commencement of construction and shall be connected to an acceptable sewage disposal facility. All front yards and landscaping must be completed within six (6) months from the date of completion of the Building or structure constructed thereon. In the event of undue hardship due to weather conditions, an extension of time may be granted upon prior written approval of the ACC.

2. No building or structure shall be erected, constructed or maintained or permitted upon such residential lots, except upon a Building Site as herein defined.

3. No building or structure shall be erected, constructed, maintained or permitted upon a Building Site other than one detached single family dwelling for single family occupancy only, not to exceed two (2) stories in height, plus basement and a private garage or carport for not more than three (3) standard sized automobiles.

4. No dwelling shall be permitted on any Lot or Building Site at a purchaser's cost of less than \$70,000.00 including land value and sales tax, based upon cost levels prevailing on the date these covenants are recorded.

8405100686

it being the intent and purpose of this covenant to assure that all dwellings shall be of quality workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size.

5. All houses to be built are subject to the following square footage minimums:

(a) All ramblers are to have a minimum of 1050 square feet of main floor area, exclusive of basement areas, garage and porches.

(b) All tri-level type homes shall have a minimum of 1150 square feet of total floor area exclusive of garage and porches and not less than 950 square feet exclusive of basement level areas as well.

(c) All two-story type homes shall have a minimum of 1150 square feet of total floor area exclusive of basement areas, garage and porches.

(d) All split-entry type homes shall have a minimum of 1400 square feet of total floor area, exclusive of garage and porches, and not less than 950 square feet exclusive of basement level areas as well.

These square footage minimums are meant to be guidelines to be used in conjunction with the dollar value standards set in paragraph B.4. above. The ACC may make exceptions to these guidelines so long as the effect is not unreasonable or inconsistent with the interest of these covenants.

6. No dwelling house or garage or any part thereof, or any other structure (exclusive of fences and similar structures) shall be placed on any Lot or Building Site nearer than 20 feet to the front Building Site line, nor nearer than 5 feet to any side of Building Site line, nor nearer than 20 feet to any rear Building Site line unless otherwise approved by the ACC. In the case of corner Building Sites, the front yard set back shall be a minimum of 20 feet and the adjoining exterior street Building Site line set back shall be a minimum of 10 feet.

7. Unless otherwise approved by the ACC, all garages and carports must be attached to, or incorporated in and made a part of the dwelling houses. In granting deviations, the ACC will consider functional necessity and architectural desirability.

8. No fence, wall, hedge, or mass planting other than foundation planting shall be permitted to extend nearer to any street than the minimum setback line of the residence, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two (2) feet above the finished grade at the back of said retaining wall, provided, however, that no fence, wall, hedge or mass planting shall at any time, where permitted, extend higher than six (6) feet above ground. All fences, hedges, or boundary walls situated anywhere upon any residential lot or building site must be approved in writing by the ACC as to its height and design prior to construction. Fences shall be well constructed of suitable fencing materials and shall be artistic in design and shall not detract from the appearance of the dwelling house located upon the lot or building site or be offensive to the owners or occupants thereof, or detract from the appearance of the dwelling houses located on the adjacent lots or building sites. The finished side of any fence (as approved by the ACC) that is visible from neighboring property or streets shall face the neighboring property or street. The finished side of any such fence shall be a side wherein its best decorative components, finishes and textures are displayed, and wherein any supporting rails are either not exposed or are evenly divided as to exposure



8405100686

between the two fence sides. Fences constructed of wire, including woven cyclone wire types, are strictly prohibited unless individually approved by the ACC for specific purposes.

9. No trees or shrubs of any type, other than those existing at the time these restrictive covenants are filed, shall be allowed to grow in height to a point where they shall noticeably and unreasonably interfere with a view of some significance from another residence. The ACC shall be the sole judge in deciding whether the view is of some significance and whether there has been such unreasonable interference. Should the ACC determine that there is an unreasonable interference, they shall notify the owner in writing, specifying the nature of the interference, what should be done to eliminate it, and the time by which said interference must be eliminated by the owner.

10. No lines or wires for the transmission of current, cable television signals, or for telephone use shall be construed, placed or permitted thereon unless the same shall be underground or in conduit attached to a building. No house-top television, radio or other type of antenna shall be erected or placed on any residential site without the written approval of the ACC. Nor shall any rotary antenna, tower, beam or other similar device be constructed on any residential site or building without the written approval of the ACC.

C. Use Restrictions. The following use restrictions govern the property and must be adhered to:

1. Except as provided in 4.C.1.(a) below, no trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind, including day schools, nurseries, or church schools shall be conducted or carried on upon any residential Lot or Building Site, or within any building located on a residential lot or building site, nor shall any goods, equipment, vehicles (including buses, trucks and trailers of any description) or materials or supplies used in connection with any trade, service, business or personal endeavor, wherever the same may be conducted, be kept, parked, stored, dismantled, or repaired outside on any residential lot or building site or on any street within the existing property except that the ACC may, in specific cases, make exceptions to the storage of such items if screened and/or covered in a manner acceptable to the ACC, nor shall anything be done on any residential Lot or Building Site which may be or may become an annoyance or nuisance to the neighborhood. No premises shall be used for any other purpose whatsoever except for the purpose of a private dwelling or residence.

(a) The above restrictions shall not restrict the following:

(i) The use of a private office so long as related activities do not create an annoyance or nuisance to the neighborhood or the adjoining Owners. The ACC shall be the sole judge as to whether the activity creates an annoyance or nuisance.

(ii) The right of any builder of new homes in the area to use any of such homes built as a sales center for the promotion and marketing of said new homes during the Development Period. Any such sales center may be used for the Development Period of successive phases of development of neighboring property subject to the approval of the ACC.

2. No trash, garbage, ashes, or other refuse, junk vehicles, underbrush, or other unsightly growths or objects, shall be thrown, dumped or allowed to accumulate on any Lot or Building Site or public street.

Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment shall be kept in a clean and sanitary condition. All containers must be buried or screened so as not to be visible from any street or adjacent properties or residences.

8405100686

3. No trailer, camper, basement, tent, shack, garage, barn, or other outbuilding or temporary structure erected or situated within the property shall at any time, be used as a residence, temporarily or permanently, nor shall any permanent building or structure be used as a residence until it is completed as to external appearance, including finished painting. The permission hereby granted to erect a permanent garage or other building prior to construction of the main dwelling house shall not be construed to permit the construction, erection, or maintenance of any building of any nature whatsoever any time, without the approval required by the ACC.

4. The streets in front of the lots shall not be used for the overnight parking of any vehicles other than private family automobiles and shall not be used for the storing of any boats, trailers, camper vehicles, trucks or other vehicles of any nature. The ACC shall have the right to establish policy, in its sole discretion, with respect to the storing of any boat, trailer, camper vehicles, trucks, or other vehicles of any nature on any residential lot or building site. The ACC may change said policy from time to time as the conditions warrant and may prohibit such storage unless the same is stored or placed in a garage or other screened area as approved by the ACC.

5. No live poultry or animals shall be permitted on said property other than songbirds, and not more than two (2) dogs and two (2) cats as household pets.

6. All mailboxes must be of a standard accepted by the U.S. Postal authorities, and must be located in those areas so designated by the ACC. Structures containing such mailboxes must be approved by the ACC.

7. No sign of any kind shall be displayed unless written approval is received from the ACC, with the exception of temporary real estate "for sale" and "for rent" signs the maximum size of which shall be two feet by three feet. The Declarant and/or builders of new homes in the area may install larger signs during the Development Period for the promotion and marketing of said new homes. Said signs shall be in good taste and shall be subject to the approval of the ACC with respect to design, location, and term of installation.

8. No exterior clothes lines are allowed that can be seen from any street or adjacent properties or residences.

9. No building or construction materials to be used for future improvements may be stored out of doors where they may be visible from any street or adjacent properties or residences. The builders of new homes may store materials in connection with the construction of new homes at locations approved by the ACC and subject to any reasonable conditions the ACC may establish for the protection, enjoyment and general welfare of the community.

10. No wood piles, for fireplace or other use, may be stored out of doors where they create, in the opinion of the ACC, an objectionable view from any street or for adjacent property owners.

11. No children's play areas, including but not limited to sand-boxes, swing sets, jungle jim sets, etc., may be installed or maintained in a manner such that they are an objectionable feature in the neighborhood or to adjoining Owners. The ACC will determine whether or not the facility is objectionable.

## 5. HOMEOWNERS' ASSOCIATION

A. Membership and Voting. Every Lot Owner shall be a Member of the Summer Ridge Homeowners' Association, a Washington non-profit corporation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. All Members shall have rights and duties specified in this Declaration, the articles and bylaws of the Association.

At any meeting of the Association, each Lot Owner (including the Declarant if the Declarant shall own any lot), shall be entitled to cast one vote per each lot which is owned. Fractional voting shall not be permitted. If any Lot is owned by more than one person or other entity, then the owners thereof shall appoint one person to cast the vote pertaining to the Lot, and shall file a written statement with the Board signed by all owners of that particular lot stating that such person has been appointed to cast the vote for that Lot. If the Owners cannot agree on the appointment of one person to cast the vote for the Lot, no vote will be allowed for said Lot and the Owners will not be included in any quorum. The person appointed to cast such vote need not be a Lot owner. Any such designation once made shall be voided when the Board shall receive notice of the death or judicially declared incompetency of any Lot Owner, upon the conveyance by any Lot Owner of his interest in his Lot, or upon written notice from all owners of the subject Lot. In any situation where there is more than one Owner of a Lot, the Owners of that Lot attending any meetings of the Association may, if they act unanimously, cast a vote for that Lot. If a Lot's boundaries are modified by a Lot Line Adjustment approved by the appropriate government agencies, each new lot thus created shall be entitled to cast only one vote, and the Lot Line Adjustment shall not result in creation of fractional lots or fractional votes.

If a Building Site consists of more than one Lot, the Owner shall be entitled to one vote for each whole Lot owned. If the Building Site results in the use of fractional lots, the Owner that owns the largest square footage portion of said lot which has been divided shall cast the vote for said lot unless an Owner of a lesser portion of said Lot was specifically granted the right to vote by deed or other recorded conveyance.

Voting at any meeting of the Association may be in person or by proxy, provided that such proxy is in writing and signed by the Lot Owner and filed with the Board in advance of the meeting at which such vote is taken. The voting rights of any member may be suspended as provided in the Declaration, or the articles or bylaws of the Association.

B. Articles and Bylaws. The Association shall be governed by its articles and bylaws, which instruments may be amended in accordance with their respective terms and conditions.

C. Initial Board of Directors. The members of the Initial Board shall be appointed by the Declarant and shall serve until the termination of the Development Period. Prior to the transfer of the management and administration of the Summer Ridge Homeowners' Association from the Initial Board to the first Board elected following the end of the Development Period, if any member of the Initial Board is no longer alive, or becomes incompetent or resigns or if the Declarant desires to replace or remove any such member, then the Declarant shall have the right and power to do so and to appoint a successor who shall serve until the Initial Board transfers responsibility for management and administration of the Summer Ridge Homeowners' Association to the first Board elected following the end of the Development Period. Except as specifically provided herein to the contrary, during such time as the Declarant's appointees compose the Initial Board, such appointees shall have the right to exercise all powers and perform all functions of the Board.

8405100686

8405100686

as authorized and provided in this declaration, the articles of incorporation and bylaws of the Association. The Initial Board shall serve without compensation.

This Declaration and/or the articles of incorporation and/or the bylaws of the Association shall not be amended, modified or superceded without the express written consent of the Declarant until management and administration of the Summer Ridge Homeowners' Association is transferred from the Initial Board to the first Board of directors following the end of the Development Period.

## 6. ASSESSMENTS

A. **Lien for Assessments.** The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed or real estate contract therefor, whether or not it shall be so expressed in such deed or real estate contract, is deemed to covenant and agree to pay to the Association:

1. Annual assessments or charges; and
2. Special assessments for Improvements.

The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment became due. The personal obligation for delinquent assessment shall not pass to successors in title unless expressly assumed by such successors.

B. **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 Areas and Improvements.

C. **Annual Assessments.** The Board may fix an annual assessment for the operation and maintenance of the Association and for the purpose of providing revenues to fulfill the assessment purpose stated herein.

D. **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 or reconstruction of a capital improvement upon the Common Areas and Improvements, including fixtures and personal property related thereto, provided that with respect to any new capital improvements such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for the purpose of considering a special assessment. Assessments with respect to the repair or maintenance of existing capital improvements shall be decided by the Board of Directors of the Association and shall not be subject to the two-thirds (2/3) ratification procedure discussed above. A special assessment applicable to one year only may provide for a payment schedule extending beyond that one year to allow the Association to finance any such capital expenditure.

E. **Notice and Quorum for Special Assessment Meeting.** Written notice of any meeting called for the purpose of making a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of such meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast 60% of all the votes of the

8405100686

Members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, 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.

F. 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.

G. Commencement of Annual Assessments. 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 Areas and Improvements to the Association. The Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board. 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 had been paid. A properly executed certificate of the Association as to the status of the assessments on a Lot is binding upon the Association as of the date of its issuance.

H. Effect of Nonpayment of Assessments; Remedies. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate set by the Association. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots. No Owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Areas and Improvements or by abandonment of his or her Lot or Lots.

I. Subordination of 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 became due prior to such sale or transfer. No sale or transfer shall release such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

7. ENFORCEMENT

Provisions of this Declaration are declared to create mutual, equitable covenants and servitudes for the benefit of the Declarant, each Owner of a Lot or Building Site subject to said covenants, and their successors in interest. Enforcement of these covenants, conditions and restrictions may be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction, and said action may be brought either to restrain violation and/or to recover damages. Failure of the Declarant, the ACC or any Owner to enforce any covenant, restriction or exercise any rights herein contained shall in no event be deemed a waiver of the right to do so thereafter. All costs incurred in enforcement shall be at the expense of the violator or violators, including a reasonable attorneys' fee.

8. ADDITIONAL PROPERTY

The Declarant hereby reserves for itself, its successors or assigns, the right, but not the obligation, to include additional adjacent properties within the auspices of the Association and to grant to the Lot Owners of any such

8405100686

additional adjacent properties all rights and benefits to which Members of the Association are entitled. The Declarant hereby reserves for itself, its successors or assigns, the right to develop said additional adjacent properties without subjecting them to the terms and provisions of this Declaration. The intent of this provision is to allow the Declarant the option to create one Homeowners' Association for all phases of the Summer Ridge project. Thus, Lot Owners of additional adjacent property may become Members of the Association even though they are subject to a declaration of covenants, conditions, restrictions and easements which differs from this Declaration.

Each Lot Owner hereby consents to the inclusion of additional property entitled to membership in the Association at any time from the date on which this Declaration is recorded with the King County Recorder. Each Lot Owner hereby appoints and constitutes the Declarant as his attorney-in-fact to accomplish the amendment of the Association's Articles and Bylaws to add such additional properties. Each Lot Owner further agrees that the Declarant, as attorney-in-fact for each Lot Owner, shall have the authority to file such amendments to this Declaration and/or record additional Declarations as the Declarant may reasonably deem appropriate to include such additional properties within the auspices of the Association. If the Declarant adds additional properties to the Association, at the time at which any additional properties are added to the Association, the Common Areas and Improvements included in such property shall be combined with the Common Areas and Improvements existing in the Association prior to such addition or additions. The Common Areas and Improvements shall then be burdened by easements in favor of the Lot Owners of the originally described Property and in favor of the Lot Owners of any additional properties, and shall be benefitted by an obligation of the Lot Owners of the originally described Property and the Lot Owners of any additional properties to pay a portion of the cost of maintenance of the Common Areas and Improvements. Until such additional adjacent properties shall be subjected to the Association, the property shall not be governed by the Association. This Declaration shall not give the Association or any Lot Owners any right in said adjacent properties until said adjacent properties are subjected to the Association.

Nothing contained in this Declaration shall be construed to require the Declarant to include any additional properties.

#### 9. DEVELOPMENT PERIOD

The Development Period shall mean that period of time from the date of recording this Declaration until two years after the date when 90% of the lots entitled to membership in the Association have had improvements constructed on them and have been sold. A sold home shall be evidenced by the recording of a deed or real estate contract with the King County Recorder. Lots entitled to membership shall consist of lots included in this Declaration and lots included in the Association under the provision for additional adjacent property.

Notwithstanding the foregoing, the Declarant, at its option, may elect to terminate the Development Period at any time after twenty (20) lots have had improvements constructed on them and have been sold. Upon termination of the Development Period, either as a result of the sale of the required number of improved lots or the election of the Declarant, the Declarant shall record with the King County Recorder a Declaration of Termination of Development Period referencing the Declaration and stating that the Development Period is terminated, and the Development Period shall terminate with the recording of said document.

Not less than ten (10) no more than thirty (30) days prior to the recording of the Declaration of Termination of Development Period, the Declarant shall

8465100686

give written notice of the termination of the Development Period to the Owner of each Lot. If there shall be more than one Owner of any Lot, notice to anyone of said Owners of any Lot shall be sufficient. The notices shall be transmitted by regular mail, postage prepaid, addressed to the Owner at the last mailing address provided to the Declarant. If no mailing address has been provided to the Declarant, then said notice shall be addressed to the mailing address of the Lot. Notices shall be deemed given when deposited in the United States Mail, postage prepaid, addressed as herein indicated.

Said Notice of Termination of Development Period shall specify the date when the Development Period will terminate, and shall further notify the Lot Owners of the date, place and time at which the first annual meeting of the Association will be held. The notice shall specify that the purpose of the Association meeting is to elect new officers and a Board of Directors of the Association. The board 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 and it shall thereafter be the responsibility of the Lot Owners to provide for the operation of the Association.

The Declarant hereby reserves for itself, its successors or assigns, during the Development Period, all of the rights, powers, and functions of the Association, or the Board of Directors thereof, which shall be exercised and/or performed by the Declarant. The Declarant shall appoint the Initial Board of Directors who shall exercise the aforesaid rights during the Development Period.

10. SEVERABILITY

The invalidation of any one of the covenants contained in this Declaration by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

*11. See Amendment #1 to*  
DATED this 8<sup>th</sup> day of May, 1984.

Declarant:


Parkwest Corporation

By David W. Lynn  
Its PRESIDENT

STATE OF WASHINGTON )  
COUNTY OF KING ) ss.

On MAY 8, 1984, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DAVID W. LYNN, to me known to be the PRESIDENT of Parkwest Corporation, the corporation that executed the foregoing instrument, and acknowledge 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 was authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in  
this certificate above written.

  
Notary Public in and for the State of  
Washington, residing at *Ballman*

8405100686



8405100686

CONSENT TO TERMS  
OF  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS OF SUMMER RIDGE DIVISION NUMBER 1

Lozier Homes Corporation, a Washington corporation, is the owner of Lots 1, 4 through 9 inclusive, 32, and 36 through 40 inclusive of Summer Ridge Division Number 1, according to the Plat recorded in Volume 126 of Plats, pages 11 and 12, in King County, Washington.

Lozier Homes hereby consents to, agrees with, and enters into the Declaration of Covenants, Conditions, Restrictions and Easements of Summer Ridge Division Number 1 to which this document is attached.

Lozier Homes further acknowledges and agrees that Park West Corporation is the Declarant pursuant to said Declaration.

DATED this 8<sup>th</sup> day of May, 1984.

LOZIER HOMES CORPORATION

By David W. Lozier  
Its PRESIDENT

By \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF WASHINGTON )  
COUNTY OF KING ) ss.

On MAY 8, 1984, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DAVID W. LOZIER and \_\_\_\_\_, to me known to be the PRESIDENT and \_\_\_\_\_, respectively, of Lozier Homes Corporation, the corporation that executed the foregoing instrument, and acknowledge 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 they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

[Signature]  
Notary Public in and for the State of Washington, residing at Bellevue



W68361

FIRST AMENDMENT

TO

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS

AND EASEMENTS OF SUMMER RIDGE DIVISION

NUMBER 1

8408270132

WHEREAS, Park West Corporation, a Washington Corporation, filed a "Declaration of Covenants, Conditions, Restrictions and Easements" effecting certain real property described as

Lots 1 through 45 of Summer Ridge Division Number 1, according to the Plat recorded in Volume 126 of Plats, pages 11-12, in King County, Washington,

which Declaration was recorded May 10, 1984, under King County Recording No. 8405100686; and

WHEREAS, the undersigned are the owners of more than 70% of the lots in Summer Ridge Number 1 and desire to amend certain provision of the Declarations;

NOW THEREFORE, the undersigned hereby adopt the following amendments to the Declaration:

FILED FOR RE-RECORD AT REQUEST OF  
TICOR TITLE INSURANCE CO.  
1008 WESTERN AVE., SUITE 200  
SEATTLE, WA 98104

480

- 1. The sentence in paragraph 1 that reads as follows:

"This Declaration may not be amended without the approval of the Declarant until after a single family residence has been constructed and completed on each Lot or Building Site as defined herein, and then only by an instrument properly executed and acknowledged by seventy percent (70%) or more of the Owners, which amendment shall be recorded in the office of the King County Recorder".

Shall be amended to read as follows:

"This Declaration may not be amended without the approval of the Declarant until after termination of the Development Period as defined herein, and then only by an instrument properly executed and acknowledged by seventy percent (70%) or more of the Owners, which amendment shall be recorded in the office of the King County Recorder".

- 2. Paragraph 11. is added as follows:

11. FHA/VA APPROVALS

As long as the Development Period exists for the Declarant the following actions will require prior approval of the Veterans Administration or the Federal Housing Administration:

- (a) Annexation of additional properties to this Declaration;
- (b) Dedication of common property, and
- (c) Amendment of this Declaration

In witness hereof, the undersigned have set their hands and seals this  
19<sup>th</sup> day of July, 1984

6408270132

DECLARANT:

PARK WEST CORPORATION

By David W. Lozier, Jr.  
David W. Lozier, Jr., President

LOZIER HOMES CORPORATION

By David W. Lozier, Jr.  
David W. Lozier, Jr., President

STATE OF WASHINGTON )  
COUNTY OF KING ) ss.

On July 19, 1984, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared David W. Lozier, to be known to be the President, of Park West Corporation, the corporation that executed the foregoing instrument, and acknowledge 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 they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

[Signature]  
Notary Public in and for the State of Washington, residing at Bellevue

STATE OF WASHINGTON )  
COUNTY OF KING ) ss.

On July 19, 1984, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared David W. Lozier, to me known to be the President, of Lozier Homes Corporation, the corporation that executed the foregoing instrument, and acknowledge 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 they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

[Signature]  
Notary Public in and for the State of Washington, residing at Bellevue.



# SUMMER RIDGE DIV. NO. 1

SW 1/4 SEC. 22, TWP 25N, R.6E., WM

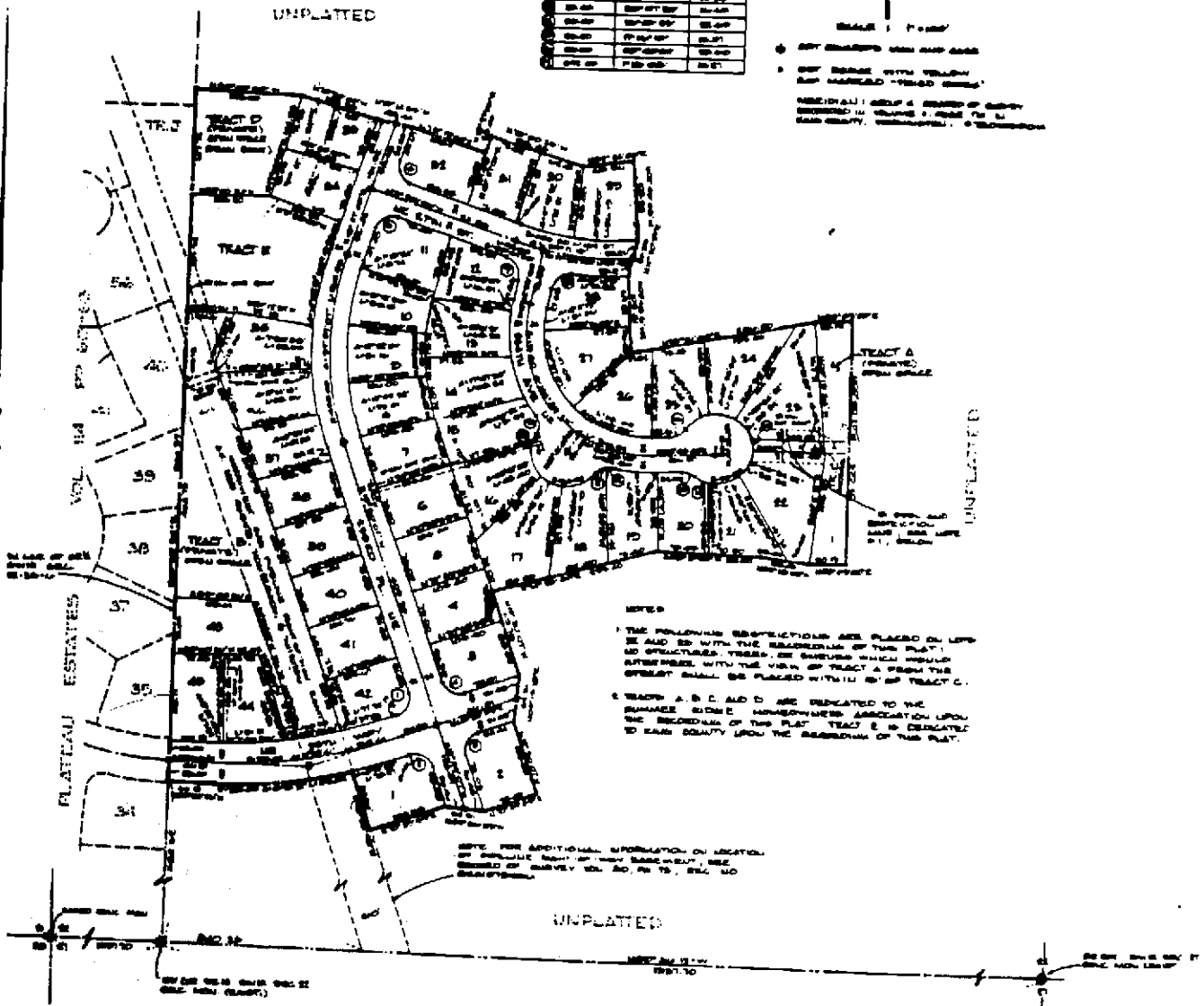
KING COUNTY, WASHINGTON

- 0402170651 04/1/72

TRACT	AREA	LENGTH
1	100.00	100.00
2	100.00	100.00
3	100.00	100.00
4	100.00	100.00
5	100.00	100.00
6	100.00	100.00
7	100.00	100.00
8	100.00	100.00
9	100.00	100.00
10	100.00	100.00
11	100.00	100.00
12	100.00	100.00
13	100.00	100.00
14	100.00	100.00
15	100.00	100.00
16	100.00	100.00
17	100.00	100.00
18	100.00	100.00
19	100.00	100.00
20	100.00	100.00
21	100.00	100.00
22	100.00	100.00
23	100.00	100.00
24	100.00	100.00
25	100.00	100.00
26	100.00	100.00
27	100.00	100.00
28	100.00	100.00
29	100.00	100.00
30	100.00	100.00
31	100.00	100.00
32	100.00	100.00
33	100.00	100.00
34	100.00	100.00
35	100.00	100.00
36	100.00	100.00
37	100.00	100.00
38	100.00	100.00
39	100.00	100.00
40	100.00	100.00
41	100.00	100.00
42	100.00	100.00
43	100.00	100.00
44	100.00	100.00
45	100.00	100.00
46	100.00	100.00
47	100.00	100.00
48	100.00	100.00
49	100.00	100.00
50	100.00	100.00
51	100.00	100.00
52	100.00	100.00
53	100.00	100.00
54	100.00	100.00
55	100.00	100.00
56	100.00	100.00
57	100.00	100.00
58	100.00	100.00
59	100.00	100.00
60	100.00	100.00
61	100.00	100.00
62	100.00	100.00
63	100.00	100.00
64	100.00	100.00
65	100.00	100.00
66	100.00	100.00
67	100.00	100.00
68	100.00	100.00
69	100.00	100.00
70	100.00	100.00
71	100.00	100.00
72	100.00	100.00
73	100.00	100.00
74	100.00	100.00
75	100.00	100.00
76	100.00	100.00
77	100.00	100.00
78	100.00	100.00
79	100.00	100.00
80	100.00	100.00
81	100.00	100.00
82	100.00	100.00
83	100.00	100.00
84	100.00	100.00
85	100.00	100.00
86	100.00	100.00
87	100.00	100.00
88	100.00	100.00
89	100.00	100.00
90	100.00	100.00
91	100.00	100.00
92	100.00	100.00
93	100.00	100.00
94	100.00	100.00
95	100.00	100.00
96	100.00	100.00
97	100.00	100.00
98	100.00	100.00
99	100.00	100.00
100	100.00	100.00



- SCALE: 1" = 100'
- ANY SHADING ON THIS PLAN SHALL BE INTERPRETED AS "PLANNED" UNLESS OTHERWISE SPECIFIED.
  - ANY SHADING WITH "TRAIL" OR "ROAD" MARKED THEREON SHALL BE INTERPRETED AS "PLANNED" UNLESS OTHERWISE SPECIFIED.
- NOTE: ALL LOTS ARE SUBJECT TO THE RESTRICTIONS AND EASEMENTS SET FORTH IN THE RECORDS OF THE KING COUNTY RECORDS.



- NOTES:
- THE FOLLOWING RESTRICTIONS ARE PLACED ON LOTS 18 AND 20 WITH THE RESERVATION OF THIS PLAT: NO STRUCTURES, YARDS, OR GARAGES WHICH WOULD INTERFERE WITH THE VIEW OF TRACT A FROM THE STREET SHALL BE PLACED WITHIN 50' OF TRACT C.
  - TRACTS A, B, C, AND D ARE DEDICATED TO THE SUMMER RIDGE HOMEOWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT. TRACT E IS DEDICATED TO KING COUNTY UPON THE RECORDING OF THIS PLAT.

NOTE: FOR ADDITIONAL INFORMATION ON LOCATION OF PUBLIC RIGHT OF WAY DEDICATION, SEE RECORD OF SURVEY NO. 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

W71(77)

8505130090

FILED FOR RECORD AT REQUEST OF  
TICOP TITLE INSURANCE CO.  
1008 WESTERN AVE., SUITE 200  
SEATTLE, WA 98104

After Recording Mail To:  
Park West Corporation  
12443 Bellevue-Redmond Road  
Suite H  
Bellevue, WA 98005

1800

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS OF SUMMER RIDGE DIVISION NUMBER 2

Table of Contents

	Page
1. EFFECT OF DECLARATIONS; TERMINATION; AMENDMENT	1
2. DEFINITIONS	1
3. EASEMENTS; RIGHTS IN COMMON AREAS AND IMPROVEMENTS	2
4. ARCHITECTURAL AND USE CONTROL	4
5. HOMEOWNERS' ASSOCIATION	10
6. ASSESSMENTS	11
7. ENFORCEMENT	12
8. ADDITIONAL PROPERTY	12
9. DEVELOPMENT PERIOD	13
10. SEVERABILITY	14
11. FHA/VA APPROVALS	14
12. PLAT DEDICATION	14

85/05/13 #0000 B  
RECD F 18.00  
CRSHSL \*\*\*18.00  
22

RECEIVED THIS DAY

MAY 13 8 30 AM '05

BY THE CLERK OF  
RECORDS & ELECTIONS  
KING COUNTY

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS OF SUMMER RIDGE DIVISION NUMBER 2**

8505130080

Park West Corporation, a Washington Corporation, is the owner of certain real property in King County, Washington, commonly known as Summer Ridge Division Number 2 consisting of 47 residential lots, and legally described as:

Lots 1 through 47, Summer Ridge Division Number 2, according to the Plat recorded in Volume 130 of Plats, pages 63-64 in King County, Washington.

Said real property is hereafter referred to as the "Property" or "Properties".

Park West Corporation, as Declarant, and in furtherance of protecting the economic value, desirability of ownership, and architectural uniformity of the Properties, hereby declares that the above-described Properties are hereinafter subject to the terms, conditions and provisions of this Declaration of Covenants, Conditions, Restrictions and Easements.

**1. EFFECT OF DECLARATIONS; TERMINATION; AMENDMENT**

The Properties shall be held, sold and conveyed subject to the provisions, covenants, restrictions and easements contained in this Declaration. The provisions of this Declaration shall run with the land and be binding upon all parties having any right, title or interest in the Properties or any part thereof and shall benefit all persons who are or become Owners of Lots.

The provisions of this Declaration are valid and binding for a period of thirty (30) years from the date of recording this Declaration in the office of the King County Recorder, at which time said provisions shall be automatically extended for successive periods of ten (10) years each unless seventy percent (70%) or more of the Owners, by an instrument or instruments in writing, duly signed and acknowledged by them, terminates said provisions insofar as they pertain to residential Lots or Building Sites, and termination shall become effective upon the filing of such instrument of record in the office of the King County Recorder. This Declaration may not be amended without the approval of the Declarant until after termination of the Development Period as defined herein, and then only by an instrument properly executed and acknowledged by seventy percent (70%) or more of the Owners, which amendment shall be recorded in the office of the King County Recorder. For purposes of voting under this provision, Owners of lots will be entitled to one vote for each vote they are entitled to cast in the Association for a Lot which is subject to this Declaration.

**2. DEFINITIONS**

The following words, when used in this Declaration or any supplemental declaration (unless the context indicates otherwise) shall have the following meanings:

A. "ACC" shall mean the Architectural Control Committee as provided for and established in this Declaration.

B. "Association" shall mean the Summer Ridge Homeowners' Association, a Washington non-profit corporation.

8505130080

C. "Board" shall mean the Board of Directors of the Association.

D. "Building Site" shall mean a legal site for the construction of a single family residence and shall consist of at least (1) one or more residential lots as legally established by the plat of the Property; or (2) a parcel composed of only a portion of such residential Lots, the area of which parcel shall not be less than that required for the established use in the district in which it is located.

E. "Common Areas and Improvements" shall mean

(a) all the real property (including any improvements thereon) owned by the Association for the common use and enjoyment of the Owners and

(b) those landscaped areas or other community related improvements lying within the street right of way, utility tracts, or easements over building lots granted to the Association for such purposes; and which have been landscaped or have had improvements installed by the Declarant or the Association for the common beautification and enjoyment of the Properties. (Entry signs, mailbox stands, and landscaped entries, detention ponds, street islands, etc. are the type of areas and improvements included herewith.)

F. "Declarant" shall mean Park West Corporation, a Washington corporation, and its successors and assigns. The term "successors and assigns" as used in this definition does not include purchasers from the Declarant (or from its successors and assigns) of Lots.

G. "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions and Easements of Summer Ridge Division Number 2.

H. "Development Period" shall mean the period defined in paragraph 9 of this Declaration.

I. "Initial Board of Directors" shall mean the Board serving during the Development period.

J. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of (1) the Common Areas and Improvements; and (2) tracts dedicated to utility districts and government entities.

K. "Member" shall mean and refer to every person or entity that holds a membership in the Association. There shall be one membership per Lot which shall be inseparably appurtenant to each Lot.

L. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot and shall include any persons or entities purchasing a Lot pursuant to the terms of a recorded real estate contract, but said term shall exclude those having an interest in any Lot merely as security for the performance of an obligation.

M. "Property" or "Properties" shall mean the real property described herein, which is subject to this Declaration.

### 3. EASEMENTS; RIGHTS IN COMMON AREAS AND IMPROVEMENTS

A. Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, or as recorded elsewhere; and easements for the same purposes are reserved:



6505130080

(1) over the front and rear five (5) feet of each Building Site; and (2) over a five (5) foot strip along each side of interior Building Site lines. Within these easements, no structure, including such items as patios, barbecues, etc., shall be placed or permitted to remain, nor shall any activity be permitted within said easements which may damage or interfere with the installation and maintenance of existing and future utilities, or which may change the direction of flow of drainage in the easement areas. A utility or drainage facility in the easement area of each Lot or Building Site shall be maintained continuously by the property Owners who require the utility or drainage facility except for those improvements for which a public authority or utility company is responsible. In the case where a utility or drainage facility has to be installed on an Owner's property in the easement areas herein defined, the cost to install the facility and to restore the Building Site to its original state prior to installation must be borne by the property Owners who require the utility or drainage facility. Any and all drainage collected or sufficiently concentrated to create erosion problems in the opinion of the ACC shall be piped to the nearest underground public storm sewer line or street gutter at the expense of the property Owner(s) who requires the drainage facility. If such an installation is required to serve more than one Lot, then the Owners of each of said Lots served shall pay for such installation and maintenance thereof in proportional amounts as established by the ACC.

B. Lot Owner's Rights in Common Areas and Improvements. Every Owner shall have a nonexclusive right to an easement of enjoyment in and to the Common Areas and Improvements owned by the Association and such easement shall be appurtenant to and shall be conveyed with the title to, or contract purchaser's interest in, every Lot, even though such easement is not expressly mentioned or described in the conveyance or other instrument, subject to the following restrictions:

(1) The rights of the Association to limit the number of guests of members, and to adopt rules and regulations;

(2) The right of the Association to exclusive use and management of said Common Areas and Improvements for utilities, such as pumps, pipes, wire, conduits, and other utility equipment, supplies and materials;

(3) The rights reserved to the Declarant in the Declaration;

(4) The right of the Association to charge a reasonable admission and other fees for the use of any recreational facilities situated upon the Common Areas and Improvements;

(5) The right of the Association to suspend the voting rights and right to use of the Common Areas and Improvements by any Owner for any period during which any assessment against the Owner's Lot remains unpaid; and for a period not to exceed one hundred eighty (180) days for any infraction of the published rules and regulations;

(6) The right of the Association to dedicate or transfer all or any part of the Common Areas and Improvements to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. Except as dedicated or transferred by the Declarant during the Development Period, no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer, signed by seventy-five percent (75%) of all members has been recorded in the office of the King County Recorder.

Any owner may delegate his right of enjoyment of the Common Areas and Improvements and facilities to the members of his family, his tenants and friends, subject to rules and regulations adopted by the Association.

After conveyance by the Declarant, title to the Common Areas and Improvements shall be held by the Association as trustee for the Lot Owners.

C. Declarant's Rights in Common Areas and Improvements.

8505130080

1. Reservation of Control. The Declarant shall have and hereby reserves for itself, its successors and assigns, the right, during the Development Period, to utilize the Common Areas and Improvements for its business use and purposes, including but not limited to uses and purposes related to the construction, promotion and development of the Property. Such right shall include the right to dedicate, transfer or grant easements to any part of the Common Areas and Improvements to any public agency, authority or utility for purposes not inconsistent with the intended purposes of such Common Areas and Improvements. The Declarant's rights to dedicate, transfer or grant easements as referred to above shall be exercised through the Declarant's reserved rights, powers, and functions as described in paragraph 9. below (Development Period). The Declarant shall convey and quit claim the Common Areas and Improvements to the Association, free and clear of encumbrances, and the control or the management and administration of the Common Areas and Improvements shall then vest in the Association, subject to the Declarant's aforementioned rights of use.

2. Costs. Until such time as the Common Areas and Improvements shall be conveyed to the Association, the Declarant shall pay all costs of maintaining and operating the Common Areas and Improvements. Upon conveyance of the Common Areas and Improvements to the Association, the Association shall thereafter pay all costs of maintaining and operating the Common Areas and Improvements.

3. Additional Common Areas and Improvements. If additional adjacent properties shall be subjected to this Declaration, Common Areas and Improvements located therein shall, in like manner, be conveyed and quit claimed to the Association. If additional adjacent lot owners shall become members of the Association and additional Common Areas and Improvements are dedicated to the Association in connection therewith, then all rights and obligations with respect to said additional Common Areas and Improvements shall inure to the Owners of Properties herein as members of the Association. The Association shall be responsible for the management, maintenance and administration of all Common Areas and Improvements conveyed to the Association. Costs of maintaining and operating Common Areas and Improvements located in additional adjacent properties shall be covered as provided in paragraph 3.C.2 above.

4. ARCHITECTURAL AND USE CONTROL

A. Architectural Control Committee; Approval of Plans.

1. Architectural Control Committee. There shall be an architectural control committee (ACC), with the responsibility and authority to approve or disapprove modifications to the Property, to approve the construction of improvements on the Property, and to enforce the terms and conditions of this Declaration as they relate to architectural and use control.

The ACC shall consist of three (3) members.

The members of the ACC during the Development period shall be appointed by the Declarant and shall serve until the end of the Development Period.

8505130080

At the first annual meeting following the end of the Development Period, the members of the Association shall elect three (3) members to the ACC, whose member terms shall be one year. At each annual meeting of the Association thereafter, new members of the ACC shall be elected. Each member present at an annual meeting may cast one (1) vote each for three (3) separate candidates for the ACC. Those three (3) candidates with the highest vote tallies shall constitute the new ACC.

In the case of the death, disability or resignation of any member or members of the ACC, the surviving or remaining member or members shall have full authority to designate a successor or successors.

The ACC shall have the authority in any individual case to make such exceptions to the building restrictions and requirements set forth herein as said committee shall, in its uncontrolled discretion deem necessary or advisable.

If additional Properties are made subject to this Declaration, pursuant to the terms hereof, a separate ACC may be appointed for each annexed phase of the overall development.

If additional properties, subject to their own declaration of covenants, conditions and restrictions should become members of the Association as set forth under paragraph 8. herein, the Association may, where practical, combine the Architectural Control Committees created by said separate declarations. The Board of Directors of the Association shall make the decision whether the ACC should be combined with respect to any or all of the additional properties having become subject to the Association. In the event any two or more such ACCs are combined, each property shall continue to be governed with respect to its own declaration of covenants, conditions and restrictions. If, additional properties, subject to their own declaration of covenants, conditions and restrictions, become members of the Association, then the interpretation and policies adopted with respect to those identical conditions and restrictions contained in the separate declarations of covenants, conditions and restrictions shall be the same; and where any dispute may occur, the Board of Directors of the Association shall decide on the common interpretation or policy to be applied. In the event of either combined and/or individual ACCs, the vote for each ACC shall be restricted to the properties for which said ACC is responsible.

2. Approval of Plans. All buildings and structures, including concrete or masonry walls, rockeries, fences, swimming pools, or other structures to be constructed or modified within the Property shall be approved by the ACC. Complete plans and specifications of all proposed buildings, structures and exterior alterations, together with detailed plans showing the proposed location and elevation of the same on the particular Building Site, shall be submitted to the ACC before construction or alteration is started, and such construction and alteration shall not be started until written approval thereof is given by the ACC.

The ACC will review submittals as to the quality of workmanship and materials planned and for conformity and harmony of the external design with existing structures on the said Building Sites, and as to location of the building with respect to topography, finished grade elevation and building set back restrictions.

In the event the ACC fails to approve or disapprove such plans and specifications within thirty (30) days after said plans and specifications have been delivered to it, such approval will not be required.

All plans and specifications for approval by the ACC must be submitted at least ten (10) days prior to the proposed construction starting date. Two

complete sets of said plans and specifications shall, in each case, be delivered to the ACC. Said plans and specifications shall be prepared by an architect or a competent house-designer approved by the ACC. All buildings or structures shall be erected or constructed by a contractor or house builder approved in writing by the ACC. The maximum height of any residence may be established by the ACC as part of the plan approval and given in writing together with the approval. One set of approved plans shall be retained by the ACC and the other returned to the party submitting them.

As to all improvements, constructions and alterations within the Property, the ACC shall have the right to refuse to approve any design, plan or color for such improvement, construction or alteration which is not suitable or desirable, in the ACC's opinion, for any reason, aesthetic or otherwise, and in so passing upon such design, the ACC shall have the right to take into consideration the suitability of the proposed building or other structure, and the material of which it is to be built, and the exterior color scheme, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect or impairment that said structures will have on the view or outlook of surrounding building sites, and any and all factors, which in the ACC's opinion shall effect the desirability or suitability of such proposed structure, improvements or alterations.

The ACC shall have the right to disapprove the design or installation of a swimming pool or any other recreational structure or equipment which is not suitable or desirable, in the ACC's opinion, for any reason, aesthetic or otherwise, and in so passing upon such design or proposed installation, the ACC shall have the right to take into consideration the visual impact of the structure and the noise impact of the related activities upon all of the Properties located in the close proximity. Any enclosure or cover used in connection with such a recreational structure or equipment, whether temporary, collapsible, seasonal or whatever, shall be treated as a permanent structure for the purposes of these covenants and shall be subject to all the conditions, restrictions and requirements as set forth herein for all buildings and structures.

**B. Building and Landscaping Requirements and Restrictions.** The following building and landscaping restrictions govern the Property and must be adhered to:

1. Any dwelling or structure erected or placed on any Lot or Building Site shall be completed as to external appearance, including finished painting, within eight (8) months after date of commencement of construction and shall be connected to an acceptable sewage disposal facility. All front yards and landscaping must be completed within six (6) months from the date of completion of the Building or structure constructed thereon. In the event of undue hardship due to weather conditions, an extension of time may be granted upon prior written approval of the ACC.

2. No building or structure shall be erected, constructed or maintained or permitted upon such residential lots, except upon a Building Site as herein defined.

3. No building or structure shall be erected, constructed, maintained or permitted upon a Building Site other than one detached single family dwelling for single family occupancy only, not to exceed two (2) stories in height, plus basement and a private garage or carport for not more than three (3) standard sized automobiles.

4. No dwelling shall be permitted on any Lot or Building Site at a purchaser's cost of less than \$70,000.00 including land value and sales tax, based upon cost levels prevailing on the date these covenants are recorded,

8505130080

It being the intent and purpose of this covenant to assure that all dwellings shall be of quality workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size.

5. All houses to be built are subject to the following square footage minimums:

(a) All ramblers are to have a minimum of 1050 square feet of main floor area, exclusive of basement areas, garage and porches.

(b) All tri-level type homes shall have a minimum of 1150 square feet of total floor area exclusive of garage and porches and not less than 950 square feet exclusive of basement level areas as well.

(c) All two-story type homes shall have a minimum of 1150 square feet of total floor area exclusive of basement areas, garage and porches.

(d) All split-entry type homes shall have a minimum of 1400 square feet of total floor area, exclusive of garage and porches, and not less than 950 square feet exclusive of basement level areas as well.

These square footage minimums are meant to be guidelines to be used in conjunction with the dollar value standards set in paragraph B.4. above. The ACC may make exceptions to these guidelines so long as the effect is not unreasonable or inconsistent with the interest of these covenants.

6. No dwelling house or garage or any part thereof, or any other structure (exclusive of fences and similar structures) shall be placed on any Lot or Building Site nearer than 20 feet to the front Building Site line, nor nearer than 5 feet to any side of Building Site line, nor nearer than 20 feet to any rear Building Site line unless otherwise approved by the ACC. In the case of corner Building Sites, the front yard set back shall be a minimum of 20 feet and the adjoining exterior street Building Site line set back shall be a minimum of 10 feet.

7. Unless otherwise approved by the ACC, all garages and carports must be attached to, or incorporated in and made a part of the dwelling houses. In granting deviations, the ACC will consider functional necessity and architectural desirability.

8. No fence, wall, hedge, or mass planting other than foundation planting shall be permitted to extend nearer to any street than the minimum setback line of the residence, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two (2) feet above the finished grade at the back of said retaining wall, provided, however, that no fence, wall, hedge or mass planting shall at any time, where permitted, extend higher than six (6) feet above ground. All fences, hedges, or boundary walls situated anywhere upon any residential lot or building site must be approved in writing by the ACC as to its height and design prior to construction. Fences shall be well constructed of suitable fencing materials and shall be artistic in design and shall not detract from the appearance of the dwelling house located upon the lot or building site or be offensive to the owners or occupants thereof, or detract from the appearance of the dwelling houses located on the adjacent lots or building sites. The finished side of any fence (as approved by the ACC) that is visible from neighboring property or streets shall face the neighboring property or street. The finished side of any such fence shall be a side wherein its best decorative components, finishes and textures are displayed, and wherein any supporting rails are either not exposed or are evenly divided as to exposure

between the two fence sides. Fences constructed of wire, including woven cyclone wire types, are strictly prohibited unless individually approved by the ACC for specific purposes.

9. No trees or shrubs of any type, other than those existing at the time these restrictive covenants are filed, shall be allowed to grow in height to a point where they shall noticeably and unreasonably interfere with a view of some significance from another residence. The ACC shall be the sole judge in deciding whether the view is of some significance and whether there has been such unreasonable interference. Should the ACC determine that there is an unreasonable interference, they shall notify the owner in writing, specifying the nature of the interference, what should be done to eliminate it, and the time by which said interference must be eliminated by the owner.

10. No lines or wires for the transmission of current, cable television signals, or for telephone use shall be construed, placed or permitted thereon unless the same shall be underground or in conduit attached to a building. No house-top television, radio or other type of antenna shall be erected or placed on any residential site without the written approval of the ACC. Nor shall any rotary antenna, tower, beam or other similar device be constructed on any residential site or building without the written approval of the ACC.

C. Use Restrictions. The following use restrictions govern the property and must be adhered to:

1. Except as provided in 4.C.1.(a) below, no trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind, including day schools, nurseries, or church schools shall be conducted or carried on upon any residential Lot or Building Site, or within any building located on a residential lot or building site, nor shall any goods, equipment, vehicles (including buses, trucks and trailers of any description) or materials or supplies used in connection with any trade, service, business or personal endeavor, wherever the same may be conducted, be kept, parked, stored, dismantled, or repaired outside on any residential lot or building site or on any street within the existing property except that the ACC may, in specific cases, make exceptions to the storage of such items if screened and/or covered in a manner acceptable to the ACC, nor shall anything be done on any residential Lot or Building Site which may be or may become an annoyance or nuisance to the neighborhood. No premises shall be used for any other purpose whatsoever except for the purpose of a private dwelling or residence.

(a) The above restrictions shall not restrict the following:

(i) The use of a private office so long as related activities do not create an annoyance or nuisance to the neighborhood or the adjoining Owners. The ACC shall be the sole judge as to whether the activity creates an annoyance or nuisance.

(ii) The right of any builder of new homes in the area to use any of such homes built as a sales center for the promotion and marketing of said new homes during the Development Period. Any such sales center may be used for the Development Period of successive phases of development of neighboring property subject to the approval of the ACC.

2. No trash, garbage, ashes, or other refuse, junk vehicles, underbrush, or other unsightly growths or objects, shall be thrown, dumped or allowed to accumulate on any Lot or Building Site or public street.

8505130080

Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment shall be kept in a clean and sanitary condition. All containers must be buried or screened so as not to be visible from any street or adjacent properties or residences.

3. No trailer, camper, basement, tent, shack, garage, barn, or other outbuilding or temporary structure erected or situated within the property shall at any time, be used as a residence, temporarily or permanently, nor shall any permanent building or structure be used as a residence until it is completed as to external appearance, including finished painting. The permission hereby granted to erect a permanent garage or other building prior to construction of the main dwelling house shall not be construed to permit the construction, erection, or maintenance of any building of any nature whatsoever any time, without the approval required by the ACC.

4. The streets in front of the lots shall not be used for the overnight parking of any vehicles other than private family automobiles and shall not be used for the storing of any boats, trailers, camper vehicles, trucks or other vehicles of any nature. The ACC shall have the right to establish policy, in its sole discretion, with respect to the storing of any boat, trailer, camper vehicles, trucks, or other vehicles of any nature on any residential lot or building site. The ACC may change said policy from time to time as the conditions warrant and may prohibit such storage unless the same is stored or placed in a garage or other screened area as approved by the ACC.

5. No live poultry or animals shall be permitted on said property other than songbirds, and not more than two (2) dogs and two (2) cats as household pets.

6. All mailboxes must be of a standard accepted by the U.S. Postal authorities, and must be located in those areas so designated by the ACC. Structures containing such mailboxes must be approved by the ACC.

7. No sign of any kind shall be displayed unless written approval is received from the ACC, with the exception of temporary real estate "for sale" and "for rent" signs the maximum size of which shall be two feet by three feet. The Declarant and/or builders of new homes in the area may install larger signs during the Development Period for the promotion and marketing of said new homes. Said signs shall be in good taste and shall be subject to the approval of the ACC with respect to design, location, and term of installation.

8. No exterior clothes lines are allowed that can be seen from any street or adjacent properties or residences.

9. No building or construction materials to be used for future improvements may be stored out of doors where they may be visible from any street or adjacent properties or residences. The builders of new homes may store materials in connection with the construction of new homes at locations approved by the ACC and subject to any reasonable conditions the ACC may establish for the protection, enjoyment and general welfare of the community.

10. No wood piles, for fireplace or other use, may be stored out of doors where they create, in the opinion of the ACC, an objectionable view from any street or for adjacent property owners.

11. No children's play areas, including but not limited to sandboxes, swing sets, jungle jim sets, etc., may be installed or maintained in a manner such that they are an objectionable feature in the neighborhood or to adjoining Owners. The ACC will determine whether or not the facility is objectionable.

8505130080

5. HOMEOWNERS' ASSOCIATION

A. Membership and Voting. Every Lot Owner shall be a Member of the Summer Ridge Homeowners' Association, a Washington non-profit corporation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. All Members shall have rights and duties specified in this Declaration, the articles and bylaws of the Association.

At any meeting of the Association, each Lot Owner (including the Declarant if the Declarant shall own any lot), shall be entitled to cast one vote per each lot which is owned. Fractional voting shall not be permitted. If any Lot is owned by more than one person or other entity, then the owners thereof shall appoint one person to cast the vote pertaining to the Lot, and shall file a written statement with the Board signed by all owners of that particular lot stating that such person has been appointed to cast the vote for that Lot. If the Owners cannot agree on the appointment of one person to cast the vote for the Lot, no vote will be allowed for said Lot and the Owners will not be included in any quorum. The person appointed to cast such vote need not be a Lot owner. Any such designation once made shall be voided when the Board shall receive notice of the death or judicially declared incompetency of any Lot Owner, upon the conveyance by any Lot Owner of his interest in his Lot, or upon written notice from all owners of the subject Lot. In any situation where there is more than one Owner of a Lot, the Owners of that Lot attending any meetings of the Association may, if they act unanimously, cast a vote for that Lot. If a Lot's boundaries are modified by a Lot Line Adjustment approved by the appropriate government agencies, each new lot thus created shall be entitled to cast only one vote, and the Lot Line Adjustment shall not result in creation of fractional lots or fractional votes.

If a Building Site consists of more than one Lot, the Owner shall be entitled to one vote for each whole Lot owned. If the Building Site results in the use of fractional lots, the Owner that owns the largest square footage portion of said lot which has been divided shall cast the vote for said lot unless an Owner of a lesser portion of said Lot was specifically granted the right to vote by deed or other recorded conveyance.

Voting at any meeting of the Association may be in person or by proxy, provided that such proxy is in writing and signed by the Lot Owner and filed with the Board in advance of the meeting at which such vote is taken. The voting rights of any member may be suspended as provided in the Declaration, or the articles or bylaws of the Association.

B. Articles and Bylaws. The Association shall be governed by its articles and bylaws, which instruments may be amended in accordance with their respective terms and conditions.

C. Initial Board of Directors. The members of the Initial Board shall be appointed by the Declarant and shall serve until the termination of the Development Period. Prior to the transfer of the management and administration of the Summer Ridge Homeowners' Association from the Initial Board to the first Board elected following the end of the Development Period, if any member of the Initial Board is no longer alive, or becomes incompetent or resigns or if the Declarant desires to replace or remove any such member, then the Declarant shall have the right and power to do so and to appoint a successor who shall serve until the Initial Board transfers responsibility for management and administration of the Summer Ridge Homeowners' Association to the first Board elected following the end of the Development Period. Except as specifically provided herein to the contrary, during such time as the Declarant's appointees compose the Initial Board, such appointees shall have the right to exercise all powers and perform all functions of the Board

8505130080



as authorized and provided in this declaration, the articles of incorporation and bylaws of the Association. The Initial Board shall serve without compensation.

This Declaration and/or the articles of incorporation and/or the bylaws of the Association shall not be amended, modified or superceded without the express written consent of the Declarant until management and administration of the Summer Ridge Homeowners' Association is transferred from the Initial Board to the first Board of directors following the end of the Development Period.

## 6. ASSESSMENTS

A. Lien for Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed or real estate contract therefor, whether or not it shall be so expressed in such deed or real estate contract, is deemed to covenant and agree to pay to the Association:

1. Annual assessments or charges; and
2. Special assessments for Improvements.

The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment became due. The personal obligation for delinquent assessment shall not pass to successors in title unless expressly assumed by such successors.

B. 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 Areas and Improvements.

C. Annual Assessments. The Board may fix an annual assessment for the operation and maintenance of the Association and for the purpose of providing revenues to fulfill the assessment purpose stated herein.

D. 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 or reconstruction of a capital improvement upon the Common Areas and Improvements, including fixtures and personal property related thereto, provided that with respect to any new capital improvements such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for the purpose of considering a special assessment. Assessments with respect to the repair or maintenance of existing capital improvements shall be decided by the Board of Directors of the Association and shall not be subject to the two-thirds (2/3) ratification procedure discussed above. A special assessment applicable to one year only may provide for a payment schedule extending beyond that one year to allow the Association to finance any such capital expenditure.

E. Notice and Quorum for Special Assessment Meeting. Written notice of any meeting called for the purpose of making a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of such meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast 60% of all the votes of the

8505130090

Members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, 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.

F. 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.

G. Commencement of Annual Assessments. 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 Areas and Improvements to the Association. The Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board. 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 had been paid. A properly executed certificate of the Association as to the status of the assessments on a Lot is binding upon the Association as of the date of its issuance.

H. Effect of Nonpayment of Assessments; Remedies. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate set by the Association. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots. No Owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Areas and Improvements or by abandonment of his or her Lot or Lots.

I. Subordination of 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 became due prior to such sale or transfer. No sale or transfer shall release such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

## 7. ENFORCEMENT

Provisions of this Declaration are declared to create mutual, equitable covenants and servitudes for the benefit of the Declarant, each Owner of a Lot or Building Site subject to said covenants, and their successors in interest. Enforcement of these covenants, conditions and restrictions may be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction, and said action may be brought either to restrain violation and/or to recover damages. Failure of the Declarant, the ACC or any Owner to enforce any covenant, restriction or exercise any rights herein contained shall in no event be deemed a waiver of the right to do so thereafter. All costs incurred in enforcement shall be at the expense of the violator or violators, including a reasonable attorneys' fee.

## 8. ADDITIONAL PROPERTY

The Declarant hereby reserves for itself, its successors or assigns, the right, but not the obligation, to include additional adjacent properties within the auspices of the Association and to grant to the Lot Owners of any such

8505130080

14 9 14 14  
9 8

additional adjacent properties all rights and benefits to which Members of the Association are entitled. The Declarant hereby reserves for itself, its successors or assigns, the right to develop said additional adjacent properties without subjecting them to the terms and provisions of this Declaration. The intent of this provision is to allow the Declarant the option to create one Homeowners' Association for all phases of the Summer Ridge project. Thus, Lot Owners of additional adjacent property may become Members of the Association even though they are subject to a declaration of covenants, conditions, restrictions and easements which differs from this Declaration.

8505130080

Each Lot Owner hereby consents to the inclusion of additional property entitled to membership in the Association at any time from the date on which this Declaration is recorded with the King County Recorder. Each Lot Owner hereby appoints and constitutes the Declarant as his attorney-in-fact to accomplish the amendment of the Association's Articles and Bylaws to add such additional properties. Each Lot Owner further agrees that the Declarant, as attorney-in-fact for each Lot Owner, shall have the authority to file such amendments to this Declaration and/or record additional Declarations as the Declarant may reasonably deem appropriate to include such additional properties within the auspices of the Association. If the Declarant adds additional properties to the Association, at the time at which any additional properties are added to the Association, the Common Areas and Improvements included in such property shall be combined with the Common Areas and Improvements existing in the Association prior to such addition or additions. The Common Areas and Improvements shall then be burdened by easements in favor of the Lot Owners of the originally described Property and in favor of the Lot Owners of any additional properties, and shall be benefitted by an obligation of the Lot Owners of the originally described Property and the Lot Owners of any additional properties to pay a portion of the cost of maintenance of the Common Areas and Improvements. Until such additional adjacent properties shall be subjected to the Association, the property shall not be governed by the Association. This Declaration shall not give the Association or any Lot Owners any right in said adjacent properties until said adjacent properties are subjected to the Association.

Nothing contained in this Declaration shall be construed to require the Declarant to include any additional properties.

#### 9. DEVELOPMENT PERIOD

The Development Period shall mean that period of time from the date of recording this Declaration until two years after the date when 90% of the lots entitled to membership in the Association have had improvements constructed on them and have been sold. A sold home shall be evidenced by the recording of a deed or real estate contract with the King County Recorder. Lots entitled to membership shall consist of lots included in this Declaration and lots included in the Association under the provision for additional adjacent property.

Notwithstanding the foregoing, the Declarant, at its option, may elect to terminate the Development Period at any time after twenty (20) lots have had improvements constructed on them and have been sold. Upon termination of the Development Period, either as a result of the sale of the required number of improved lots or the election of the Declarant, the Declarant shall record with the King County Recorder a Declaration of Termination of Development Period referencing the Declaration and stating that the Development Period is terminated, and the Development Period shall terminate with the recording of said document.

Not less than ten (10) no more than thirty (30) days prior to the recording of the Declaration of Termination of Development Period, the Declarant shall

give written notice of the termination of the Development Period to the Owner of each Lot. If there shall be more than one Owner of any Lot, notice to anyone of said Owners of any Lot shall be sufficient. The notices shall be transmitted by regular mail, postage prepaid, addressed to the Owner at the last mailing address provided to the Declarant. If no mailing address has been provided to the Declarant, then said notice shall be addressed to the mailing address of the Lot. Notices shall be deemed given when deposited in the United States Mail, postage prepaid, addressed as herein indicated.

Said Notice of Termination of Development Period shall specify the date when the Development Period will terminate, and shall further notify the Lot Owners of the date, place and time at which the first annual meeting of the Association will be held. The notice shall specify that the purpose of the Association meeting is to elect new officers and a Board of Directors of the Association. The board 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 and it shall thereafter be the responsibility of the Lot Owners to provide for the operation of the Association.

The Declarant hereby reserves for itself, its successors or assigns, during the Development Period, all of the rights, powers, and functions of the Association, or the Board of Directors thereof, which shall be exercised and/or performed by the Declarant. The Declarant shall appoint the Initial Board of Directors who shall exercise the aforesaid rights during the Development Period.

8505130080

#### 10. SEVERABILITY

The invalidation of any one of the covenants contained in this Declaration by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

#### 11. FHA/VA APPROVALS

As long as the Development Period exists for the Declarant, the following actions will require prior approval of the Veterans Administration or the Federal Housing Administration:

- A. Annexation of additional properties to this Declaration;
- B. Dedication of common property, and
- C. Amendment of this Declaration.

#### 12. PLAT DEDICATION

The recorded plat contains the following provision:

The undersigned owners of the land hereby subdivided waive for themselves, their heirs and assigns and any person or entity deriving title from the undersigned, any and all claims for damages against King County, its successors and assigns which may be occasioned by the establishment, construction, or maintenance of roads and/or drainage systems within this subdivision other than claims resulting from inadequate maintenance by King County.

Further, the undersigned owners of the land hereby subdivided agree for themselves, their heirs and assigns to indemnify and hold King County, its successors and assigns, harmless from any damage, including any costs of defense, claimed by persons within or without this subdivision to have been caused by alterations of the ground surface, vegetation, drainage, or surface or subsurface water flows within this subdivision or by establishment, construction or maintenance of the roads within this subdivision. Provided, this waiver and indemnification shall not be construed as releasing King County, its successors and assigns, from liability for damages, including the cost of defense, resulting in whole or in part from the negligence of King County, its successors or assigns.

DATED this 30th day of April, 1985

Declarant:

Park West Corporation:

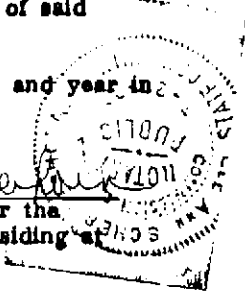
By David W. Lozier  
Its President

STATE OF WASHINGTON )  
COUNTY OF KING ) ss.

On April 30, 1985, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared David W. Lozier, to be known to be the President of Park West Corporation, the corporation that executed the foregoing instrument, and acknowledge 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 was authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Lee Ann Selinger  
Notary Public in and for the  
State of Washington, residing at  
Kent



8505130090

# PLAT

RECEIVED THIS DAY

RECORDING NO. 85-04-22-0637

APR 23 11 46 AM '85

NAME OF PLAT Summer Ridge Div #2

BY THE DIVISION OF  
RECORDS & COMMUNIS  
KING COUNTY

VOL 130 PGE 63-64

RURAL King SEC. 22 TWP. 25 RSE 6

CITY OR TOWN \_\_\_\_\_ SEC \_\_\_\_\_ TWP \_\_\_\_\_ RSE \_\_\_\_\_

### RECORDING COST

1. LOTS 47

2. TRACTS 3

FEE 43.50

SHEET SIZE ✓

NAME DUPLICATION ✓

DESCRIPTION, TITLE, SURV., CERT. ✓

REG. LAND NO

BLDG DEPT. STREET CHECK ✓

GRANTORS: Seattle First National Bank  
Park West Corporation

GRANTEE: King Co.

# SUMMER RIDGE DIV. NO. 2

## SW 1/4 SEC 22, TWP 25 N, RGE 6 E, W.M.

### KING COUNTY, WASHINGTON

8504230638 139/63-64

**DEDICATION**

WE, ALL PEOPLE BY THESE PRESENTS that we, the undersigned owners of interest in the land hereby subdivided, hereby declare this plat to be the graphic representation of the subdivision made hereby, and do hereby dedicate to the use of the public forever all streets and easements not shown as private hereon and dedicate the use thereof for all public purposes not inconsistent with the use thereof for public highway purposes, and also the right to make all necessary slopes for cuts and fills upon the lots shown thereon in the original reasonable grading of said streets and easements, and further dedicate to the use of the public all the easements and spaces shown on this plat for all public purposes as indicated thereon, including but not limited to parks, open space, utility and drainage easements, unless such easements or spaces are specifically identified on this plat as being dedicated or conveyed to a person or entity other than the public.

Further, the undersigned owners of the land hereby subdivided waive for themselves, their heirs and assigns and any person or entity deriving title from the undersigned, any and all claim for damages against King County, its successors and assigns which may be occasioned by the establishment, construction, or maintenance of roads and/or drainage systems within this subdivision other than claims resulting from inadequate maintenance by King County.

Further, the undersigned owners of the land hereby subdivided agree for themselves, their heirs and assigns to indemnify and hold King County, its successors and assigns, harmless from any damage, including any cost of defense, claimed by persons within or without this subdivision to have been caused by alterations of the ground surface, vegetation, drainage, or surface or subsurface water flows within this subdivision or by establishments, construction or maintenance of the roads within this subdivision. Provided, this waiver and indemnification shall not be construed as releasing King County, its successors and assigns, from liability for damages, including the cost of defense, resulting in whole or in part from the negligence of King County, its successors or assigns.

IN WITNESS WHEREOF we set our hands and seals.

PAK MEY CORPORATION, A Washington Corporation

David W. Logan  
BEATLE FIRST NATIONAL BANK, A National Banking Association

Carl S. Lee

**ACKNOWLEDGEMENTS**

STATE OF WASHINGTON  
COUNTY OF KING

This is to certify that on the 25<sup>th</sup> day of MARCH, 1964, before me, the undersigned, a Notary Public, personally appeared DAVID W. LOGAN and

Carl S. Lee, the President and Secretary of PAK MEY CORPORATION, to me known to be the individual(s) who executed the within dedication and acknowledged to me that they signed and sealed the same as their voluntary act and deed for the uses and purposes therein mentioned and on oath stated that they were authorized to execute said instrument and the seal affixed (if any) is the corporate seal of said corporation. WITNESS my hand and official seal the day and year first above written.

Mark  
Notary Public in and for the State of Washington  
residing at Bellevue

STATE OF WASHINGTON  
COUNTY OF KING

This is to certify that on the 25<sup>th</sup> day of MARCH, 1964, before me, the undersigned, a Notary Public, personally appeared Carl S. Lee and

Carl S. Lee, the Secretary of PAK MEY CORPORATION, to me known to be the individual(s) who executed the within dedication and acknowledged to me that they signed and sealed the same as their voluntary act and deed for the uses and purposes therein mentioned and on oath stated that they were authorized to execute said instrument and the seal affixed (if any) is the corporate seal of said corporation. WITNESS my hand and official seal the day and year first above written.

Mark  
Notary Public in and for the State of Washington  
residing at Bellevue

**EASEMENT PROVISIONS**

An easement is hereby reserved for and granted to PUGET SOUND POWER AND LIGHT COMPANY, WASHINGTON NATIONAL GAS COMPANY, GENERAL TELEPHONE COMPANY OF THE NORTHWEST, INC., SMOULLE SEWER AND WATER DISTRICT, a CABLE T.V. COMPANY, and their respective successors and assigns, under and across the easement (if any, parallel with and adjoining the street frontage of all lots and spaces in which to install, lay, construct, renew, operate and maintain underground conduits, cables, pipeline, and wires with necessary facilities and other equipment for the purpose of service to this subdivision and other property with electric, telephone, gas, cable T.V. service, sewer and water, together with the right to enter upon the lots of all lots for the purposes stated.

Also, all lots shall be subject to an easement 3.5 feet in width, parallel with and adjacent to all side lot lines and 5 feet in width, parallel with and adjacent to all rear lot lines for purposes of utilities and drainage.

No lines or wires for the transmission of electric current or for telephone use, gas, fire, or police signals, or for other purposes, shall be placed upon any lot outside the buildings thereon unless the same shall be underground or in conduit attached to the building.

An easement is hereby reserved for and granted to Smaulle Sewer and Water District under and upon the easements shown on the plat and described herein as "sewer easement" or "sewer easement" to install, maintain, replace, repair and operate sewer and storm drains and appurtenances for this subdivision and other property together with the right to enter upon said easements at all times for the purposes stated. Structures shall not be constructed upon any area reserved for these easements.

**RESTRICTIONS**

It is the intent of a lot of this plat that the same shall be used for the purposes stated in the plat and that the area reserved for the use of the public shall be used for the purposes stated in the plat.

**LEGAL DESCRIPTION**

That portion of the east half of the southwest quarter of Section 22, Township 25 North, Range 6 East, W.M. in King County, Washington, described as follows: Beginning at the southwest corner of said east half; thence 000°59'39" along the west line thereof 1343.99 feet to the northwest corner of Summer Ridge Division No. 1 according to the plat thereof recorded in Volume 126 of Plats, Pages 11 and 12, records of said county, and one TRUE POINT OF BEGINNING, thence along the northerly boundary of said plat, the following 7 courses and distances: S85°45'00"E 148.40 feet; S74°30'00"E 108.35 feet; S79°14'39"W 48.44 feet; S75°19'00"E 108.11 feet; and N18°33'00"E 33.00 feet; thence leaving said northerly boundary N17°34'48.76 feet; thence S05°17'24"E 216.93 feet; thence N16°02'10"E 41.85 feet; thence N23°51'37"E 56.86 feet; thence N36°16'29"E 143.37 feet; thence N48°33'30"E 50.91 feet; thence S71°33'31"E 114.24 feet; thence N15°26'29"E 22.44 feet; thence S74°26'47"E 148.15 feet; thence N17°18'00"E 133.00 feet; thence N72°42'00"W 34.02 feet; thence N17°18'00"E 408.00 feet; thence N41°58'50"W 82.22 feet; thence S43°29'40"W 114.74 feet; thence N08°15'58"W 70.14 feet; thence N08°15'58"W 136.50 feet; thence N33°07'00"W 219.94 feet; thence S79°21'44"W 243.78 feet to the west line of said east half; thence S00°59'39"W 374.12 feet to the TRUE POINT OF BEGINNING.

ALSO that portion of the east half of the southwest quarter of Section 22, Township 25 North, Range 6 East, W.M. in King County, Washington described as follows: Beginning at the southwest corner of said east half; thence 000°59'39" along the west line thereof 1343.99 feet to the northwest corner of Summer Ridge Division No. 1 according to the plat thereof recorded in Volume 126 of Plats, Pages 11 and 12, records of said county; thence along the northerly boundary of said plat, the following 7 courses and distances: S85°45'00"E 148.40 feet; S74°30'00"E 108.35 feet; S79°14'39"W 48.44 feet; S75°19'00"E 108.11 feet; and N18°33'00"E 33.00 feet; thence leaving said northerly boundary N17°34'48.76 feet; thence S05°17'24"E 216.93 feet; thence N16°02'10"E 41.85 feet; thence N23°51'37"E 56.86 feet; thence N36°16'29"E 143.37 feet; thence N48°33'30"E 50.91 feet; thence S71°33'31"E 114.24 feet; thence N15°26'29"E 22.44 feet; thence S74°26'47"E 148.15 feet; thence N17°18'00"E 133.00 feet; thence N72°42'00"W 34.02 feet; thence N17°18'00"E 408.00 feet; thence N41°58'50"W 82.22 feet; thence S43°29'40"W 114.74 feet; thence N08°15'58"W 70.14 feet; thence N08°15'58"W 136.50 feet; thence N33°07'00"W 219.94 feet; thence S79°21'44"W 243.78 feet to the west line of said east half; thence S00°59'39"W 374.12 feet to the TRUE POINT OF BEGINNING.

**LAND SURVEYOR'S CERTIFICATE**

I hereby certify that this plat of Summer Ridge Div. No. 2 is based upon an actual survey and subdivision of Section 22, Township 25 North, Range 6 East of W.M. in the county and district as shown correct thereon, that the monuments will be set and the lot and block corners will be staked correctly on the ground on construction completed and that I have fully complied with the provisions of the plat regulations.



Robert B. O'Connell  
Professional Land Surveyor, Certificate No. 18091

**APPROVALS**

Examined and approved this 10<sup>th</sup> day of April, 1964  
DEPARTMENT OF PUBLIC WORKS

Edmund J. ...  
County Road Engineer

Examined and approved this 16<sup>th</sup> day of April, 1964  
DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

...  
Manager, Building & Land Development Division

Examined and approved this 17<sup>th</sup> day of April, 1964  
DEPARTMENT OF ASSESSMENTS

...  
King County Assessor  
...  
Deputy, King County Assessor

Examined and approved this 22<sup>nd</sup> day of April, 1964  
KING COUNTY COUNCIL

...  
Chairman, King County Council  
ATTEST: ...  
Clerk of the Council

**OFFICE OF FINANCE CERTIFICATE**

I hereby certify that all property taxes are paid, that there are no delinquent property assessments certified to this office for collection and that all special assessments certified to this office for collection on any of the property herein mentioned, paid as stated, always or for other public use, are paid in full. This 17<sup>th</sup> day of April, 1964.

...  
King County Office of Finance, Director  
...  
King County Office of Finance, Deputy Director

**RECORDING CERTIFICATE**

Filed for record at the request of King County Council this ... day of ..., 19... at ... minutes past ... o. and entered in Volume ... of Plats, Page ..., Records of King County, Washington

DIVISION OF RECORDS & ELECTRONICS

...  
Superintendent of Records

**NOTES:**

1 LAND OWNER SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE PAVED ALLEYS AND DRIVEWAYS

2 THE NATIVE GROWTH PROTECTION LIMIT SHALL BE IN ACCORDANCE WITH THE NATIVE GROWTH PROTECTION ACT. THE NATIVE GROWTH PROTECTION LIMIT SHALL BE A DASHED LINE OF A TYPE CONSIDERED TO BE A BARRIER TO THE ENTRY OF MOTOR VEHICLES OR OTHER MEANS OF TRANSPORTATION. THE NATIVE GROWTH PROTECTION LIMIT SHALL BE A DASHED LINE OF A TYPE CONSIDERED TO BE A BARRIER TO THE ENTRY OF MOTOR VEHICLES OR OTHER MEANS OF TRANSPORTATION. THE NATIVE GROWTH PROTECTION LIMIT SHALL BE A DASHED LINE OF A TYPE CONSIDERED TO BE A BARRIER TO THE ENTRY OF MOTOR VEHICLES OR OTHER MEANS OF TRANSPORTATION.

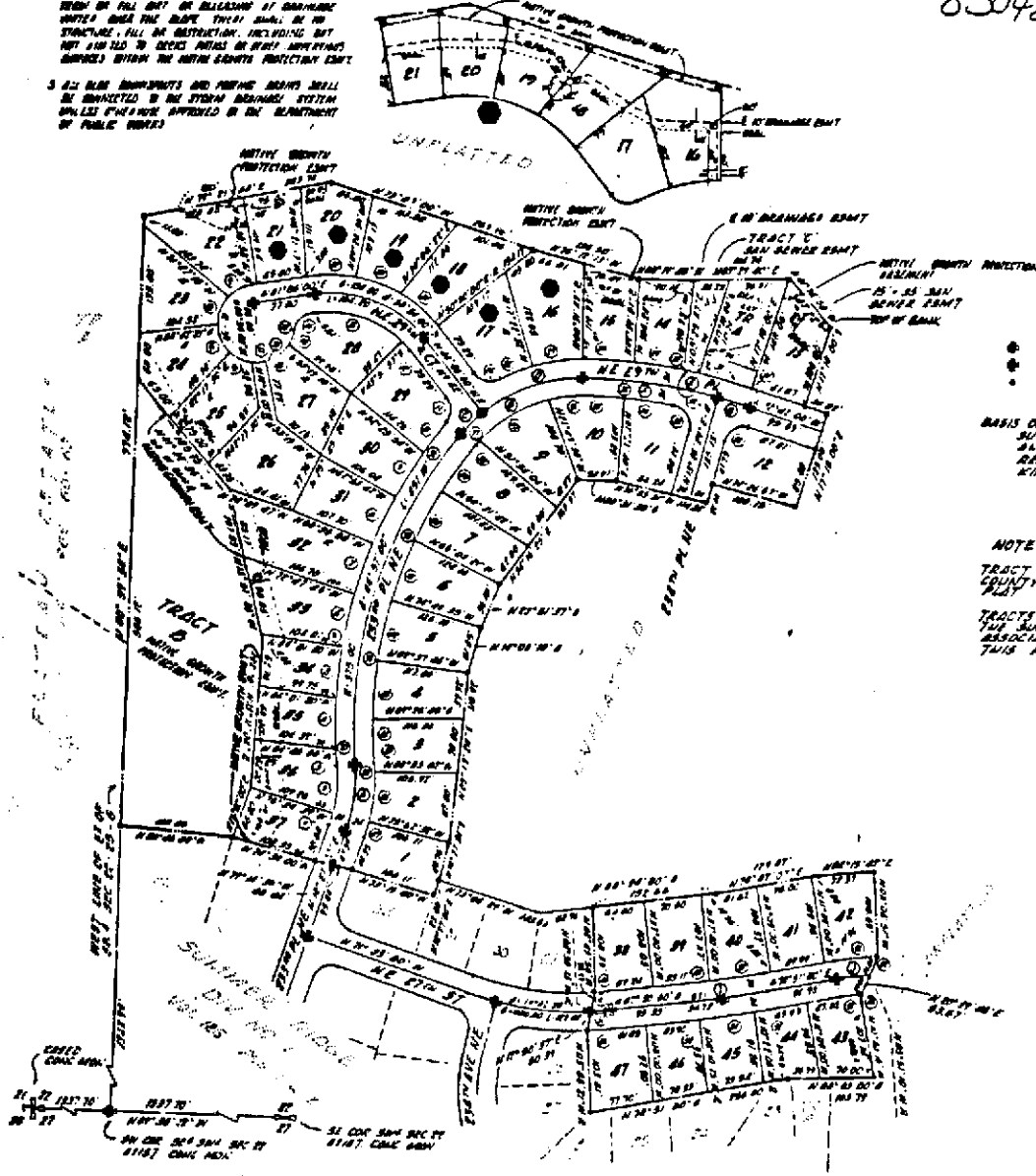
3 ALL NEW IMPROVEMENTS AND FINISHING WORK SHALL BE CONNECTED TO THE STREET SEWERAGE SYSTEM UNLESS OTHERWISE APPROVED BY THE DEPARTMENT OF PUBLIC WORKS

# SUMMER RIDGE DIV. NO. 2

## SW 1/4 SEC 22, TWP 25 N, RGE 6 E, W.M.

### KING COUNTY, WASHINGTON

8504230637 130/6364



**LEGEND**  
 ● SET MARK AND CASE  
 ○ EXISTING MARK AND CASE  
 \* SET REBAR TO LAP STRIAD MARK

**BASIS OF BEARING**  
 SUMMER RIDGE DIV. NO. 1  
 AND UNDER A RECORD OF SURVEY  
 RECORDED IN 1201, P. 174, IN  
 KING COUNTY, W.M., RECORD NO. 1048014

**NOTE**  
 TRACT A TO BE DEDICATED TO KING COUNTY UPON RECORDING OF THIS PLAN

TRACTS B & C TO BE DEDICATED TO THE SUMMER RIDGE HOMEOWNERS ASSOCIATION UPON RECORDING OF THIS PLAN

NO.	ANG	CHORD	CHORD BEG.	CHORD END	CHORD LEN.
1	110.00	110.00	00.00	110.00	110.00
2	110.00	110.00	110.00	220.00	157.09
3	110.00	110.00	220.00	330.00	192.84
4	110.00	110.00	330.00	440.00	227.60
5	110.00	110.00	440.00	550.00	261.37
6	110.00	110.00	550.00	660.00	294.14
7	110.00	110.00	660.00	770.00	325.91
8	110.00	110.00	770.00	880.00	356.68
9	110.00	110.00	880.00	990.00	386.45
10	110.00	110.00	990.00	1100.00	415.22
11	110.00	110.00	1100.00	1210.00	443.00
12	110.00	110.00	1210.00	1320.00	469.77
13	110.00	110.00	1320.00	1430.00	495.54
14	110.00	110.00	1430.00	1540.00	520.31
15	110.00	110.00	1540.00	1650.00	544.08
16	110.00	110.00	1650.00	1760.00	566.85
17	110.00	110.00	1760.00	1870.00	588.62
18	110.00	110.00	1870.00	1980.00	609.39
19	110.00	110.00	1980.00	2090.00	629.16
20	110.00	110.00	2090.00	2200.00	647.93
21	110.00	110.00	2200.00	2310.00	665.70
22	110.00	110.00	2310.00	2420.00	682.47
23	110.00	110.00	2420.00	2530.00	698.24
24	110.00	110.00	2530.00	2640.00	713.01
25	110.00	110.00	2640.00	2750.00	726.78
26	110.00	110.00	2750.00	2860.00	739.55
27	110.00	110.00	2860.00	2970.00	751.32
28	110.00	110.00	2970.00	3080.00	762.09
29	110.00	110.00	3080.00	3190.00	771.86
30	110.00	110.00	3190.00	3300.00	780.63
31	110.00	110.00	3300.00	3410.00	788.40
32	110.00	110.00	3410.00	3520.00	795.17
33	110.00	110.00	3520.00	3630.00	800.94
34	110.00	110.00	3630.00	3740.00	805.71
35	110.00	110.00	3740.00	3850.00	809.48
36	110.00	110.00	3850.00	3960.00	812.25
37	110.00	110.00	3960.00	4070.00	814.02
38	110.00	110.00	4070.00	4180.00	814.79
39	110.00	110.00	4180.00	4290.00	814.56
40	110.00	110.00	4290.00	4400.00	813.33
41	110.00	110.00	4400.00	4510.00	811.10
42	110.00	110.00	4510.00	4620.00	807.87
43	110.00	110.00	4620.00	4730.00	803.64
44	110.00	110.00	4730.00	4840.00	798.41
45	110.00	110.00	4840.00	4950.00	792.18
46	110.00	110.00	4950.00	5060.00	785.00
47	110.00	110.00	5060.00	5170.00	776.87
48	110.00	110.00	5170.00	5280.00	767.84
49	110.00	110.00	5280.00	5390.00	757.91
50	110.00	110.00	5390.00	5500.00	747.08
51	110.00	110.00	5500.00	5610.00	735.35
52	110.00	110.00	5610.00	5720.00	722.72
53	110.00	110.00	5720.00	5830.00	709.19
54	110.00	110.00	5830.00	5940.00	694.76
55	110.00	110.00	5940.00	6050.00	679.43
56	110.00	110.00	6050.00	6160.00	663.20
57	110.00	110.00	6160.00	6270.00	646.07
58	110.00	110.00	6270.00	6380.00	628.04
59	110.00	110.00	6380.00	6490.00	609.11
60	110.00	110.00	6490.00	6600.00	589.28
61	110.00	110.00	6600.00	6710.00	568.55
62	110.00	110.00	6710.00	6820.00	546.92
63	110.00	110.00	6820.00	6930.00	524.39
64	110.00	110.00	6930.00	7040.00	501.00
65	110.00	110.00	7040.00	7150.00	476.77
66	110.00	110.00	7150.00	7260.00	451.70
67	110.00	110.00	7260.00	7370.00	425.87
68	110.00	110.00	7370.00	7480.00	399.28
69	110.00	110.00	7480.00	7590.00	372.00
70	110.00	110.00	7590.00	7700.00	344.13
71	110.00	110.00	7700.00	7810.00	315.76
72	110.00	110.00	7810.00	7920.00	286.99
73	110.00	110.00	7920.00	8030.00	257.82
74	110.00	110.00	8030.00	8140.00	228.25
75	110.00	110.00	8140.00	8250.00	198.28
76	110.00	110.00	8250.00	8360.00	167.91
77	110.00	110.00	8360.00	8470.00	137.24
78	110.00	110.00	8470.00	8580.00	106.37
79	110.00	110.00	8580.00	8690.00	75.30
80	110.00	110.00	8690.00	8800.00	44.03

NO.	ANG	CHORD	CHORD BEG.	CHORD END	CHORD LEN.
1	110.00	110.00	00.00	110.00	110.00
2	110.00	110.00	110.00	220.00	157.09
3	110.00	110.00	220.00	330.00	192.84
4	110.00	110.00	330.00	440.00	227.60
5	110.00	110.00	440.00	550.00	261.37
6	110.00	110.00	550.00	660.00	294.14
7	110.00	110.00	660.00	770.00	325.91
8	110.00	110.00	770.00	880.00	356.68
9	110.00	110.00	880.00	990.00	386.45
10	110.00	110.00	990.00	1100.00	415.22
11	110.00	110.00	1100.00	1210.00	443.00
12	110.00	110.00	1210.00	1320.00	469.77
13	110.00	110.00	1320.00	1430.00	495.54
14	110.00	110.00	1430.00	1540.00	520.31
15	110.00	110.00	1540.00	1650.00	544.08
16	110.00	110.00	1650.00	1760.00	566.85
17	110.00	110.00	1760.00	1870.00	588.62
18	110.00	110.00	1870.00	1980.00	609.39
19	110.00	110.00	1980.00	2090.00	629.16
20	110.00	110.00	2090.00	2200.00	647.93
21	110.00	110.00	2200.00	2310.00	665.70
22	110.00	110.00	2310.00	2420.00	682.47
23	110.00	110.00	2420.00	2530.00	698.24
24	110.00	110.00	2530.00	2640.00	713.01
25	110.00	110.00	2640.00	2750.00	726.78
26	110.00	110.00	2750.00	2860.00	739.55
27	110.00	110.00	2860.00	2970.00	751.32
28	110.00	110.00	2970.00	3080.00	762.09
29	110.00	110.00	3080.00	3190.00	771.86
30	110.00	110.00	3190.00	3300.00	780.63
31	110.00	110.00	3300.00	3410.00	788.40
32	110.00	110.00	3410.00	3520.00	795.17
33	110.00	110.00	3520.00	3630.00	800.94
34	110.00	110.00	3630.00	3740.00	805.71
35	110.00	110.00	3740.00	3850.00	809.48
36	110.00	110.00	3850.00	3960.00	812.25
37	110.00	110.00	3960.00	4070.00	814.02
38	110.00	110.00	4070.00	4180.00	814.79
39	110.00	110.00	4180.00	4290.00	814.56
40	110.00	110.00	4290.00	4400.00	813.33
41	110.00	110.00	4400.00	4510.00	811.10
42	110.00	110.00	4510.00	4620.00	807.87
43	110.00	110.00	4620.00	4730.00	803.64
44	110.00	110.00	4730.00	4840.00	798.41
45	110.00	110.00	4840.00	4950.00	792.18
46	110.00	110.00	4950.00	5060.00	785.00
47	110.00	110.00	5060.00	5170.00	776.87
48	110.00	110.00	5170.00	5280.00	767.84
49	110.00	110.00	5280.00	5390.00	757.91
50	110.00	110.00	5390.00	5500.00	747.08
51	110.00	110.00	5500.00	5610.00	735.35
52	110.00	110.00	5610.00	5720.00	722.72
53	110.00	110.00	5720.00	5830.00	709.19
54	110.00	110.00	5830.00	5940.00	694.76
55	110.00	110.00	5940.00	6050.00	679.43
56	110.00	110.00	6050.00	6160.00	663.20
57	110.00	110.00	6160.00	6270.00	646.07
58	110.00	110.00	6270.00	6380.00	628.04
59	110.00	110.00	6380.00	6490.00	609.11
60	110.00	110.00	6490.00	6600.00	589.28
61	110.00	110.00	6600.00	6710.00	568.55
62	110.00	110.00	6710.00	6820.00	546.92
63	110.00	110.00	6820.00	6930.00	524.39
64	110.00	110.00	6930.00	7040.00	501.00
65	110.00	110.00	7040.00	7150.00	476.77
66	110.00	110.00	7150.00	7260.00	451.70
67	110.00	110.00	7260.00	7370.00	425.87
68	110.00	110.00	7370.00	7480.00	399.28
69	110.00	110.00	7480.00	7590.00	372.00
70	110.00	110.00	7590.00	7700.00	344.13
71	110.00	110.00	7700.00	7810.00	315.76
72	110.00	110.00	7810.00	7920.00	286.99
73	110.00	110.00	7920.00	8030.00	257.82
74	110.00	110.00	8030.00	8140.00	228.25
75	110.00	110.00	8140.00	8250.00	198.28
76	110.00	110.00			



Oct 21 9 40 AM '86

BY THE DIVISION OF  
RECORDS & DEEDS  
KING COUNTY

86/10/21  
RECD F  
CRSHSL

#0441 R  
20.00  
\*\*\*20.00

8610210441

After Recording Mail To:

Park West Corporation  
12443 Bellevue-Redmond Road  
Suite H  
Bellevue, WA 98005

FILED FOR RECORD AT REQUEST OF  
TICOR TITLE INSURANCE CO.  
1008 WESTERN AVE., SUITE 200  
SEATTLE, WA 98104 *20 00*

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS OF SUMMER RIDGE DIVISION NUMBER 3

Table of Contents

	Page
1. EFFECT OF DECLARATIONS; TERMINATION; AMENDMENT	1
2. DEFINITIONS	1
3. EASEMENTS; RIGHTS IN COMMON AREAS AND IMPROVEMENTS	2
4. ARCHITECTURAL AND USE CONTROL	4
5. HOMEOWNERS' ASSOCIATION	10
6. ASSESSMENTS	11
7. ENFORCEMENT	12
8. ADDITIONAL PROPERTY	12
9. DEVELOPMENT PERIOD	13
10. SEVERABILITY	14
11. FHA/VA APPROVALS	14
12. PLAT DEDICATION	14

W-76335

OCT 21 1986

FILED BY TICOR

8610210441

C. "Board" shall mean the Board of Directors of the Association.

D. "Building Site" shall mean a legal site for the construction of a single family residence and shall consist of at least (1) one or more residential lots as legally established by the plat of the Property; or (2) a parcel composed of only a portion of such residential Lots, the area of which parcel shall not be less than that required for the established use in the district in which it is located.

E. "Common Areas and Improvements" shall mean

(a) all the real property (including any improvements thereon) owned by the Association for the common use and enjoyment of the Owners and

(b) those landscaped areas or other community related improvements lying within the street right of way, utility tracts, or easements over building lots granted to the Association for such purposes; and which have been landscaped or have had improvements installed by the Declarant or the Association for the common beautification and enjoyment of the Properties. (Entry signs, mailbox stands, and landscaped entries, detention ponds, street islands, etc. are the type of areas and improvements included herewith.)

F. "Declarant" shall mean Park West Corporation, a Washington corporation, and its successors and assigns. The term "successors and assigns" as used in this definition does not include purchaser(s) from the Declarant (or from its successors and assigns) of Lots.

G. "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions and Easements of Summer Ridge Division Number 3.

H. "Development Period" shall mean the period defined in paragraph 9 of this Declaration.

I. "Initial Board of Directors" shall mean the Board serving during the Development period.

J. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of (1) the Common Areas and Improvements; and (2) tracts dedicated to utility districts and government entities.

K. "Member" shall mean and refer to every person or entity that holds a membership in the Association. There shall be one membership per Lot which shall be inseparably appurtenant to each Lot.

L. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot and shall include any persons or entities purchasing a Lot pursuant to the terms of a recorded real estate contract, but said term shall exclude those having an interest in any Lot merely as security for the performance of an obligation.

M. "Property" or "Properties" shall mean the real property described herein, which is subject to this Declaration.

**3. EASEMENTS; RIGHTS IN COMMON AREAS AND IMPROVEMENTS**

A. Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, or as recorded elsewhere; and easements for the same purposes are reserved:

OCT 21 1986

FILED BY TCR

8610210441

(1) over the front and rear five (5) feet of each Building Site; and (2) (over a five (5) foot strip along each side of interior Building Site lines) Within these easements, no structure, including such items as patios, barbecues, etc., shall be placed or permitted to remain, nor shall any activity be permitted within said easements which may damage or interfere with the installation and maintenance of existing and future utilities, or which may change the direction of flow of drainage in the easement areas. A utility or drainage facility in the easement area of each Lot or Building Site shall be maintained continuously by the property Owners who require the utility or drainage facility except for those improvements for which a public authority or utility company is responsible. In the case where a utility or drainage facility has to be installed on an Owner's property in the easement areas herein defined, the cost to install the facility and to restore the Building Site to its original state prior to installation must be borne by the property Owners who require the utility or drainage facility. Any and all drainage collected or sufficiently concentrated to create erosion problems in the opinion of the ACC shall be piped to the nearest underground public storm sewer line or street gutter at the expense of the property Owner(s) who requires the drainage facility. If such an installation is required to serve more than one Lot, then the Owners of each of said Lots served shall pay for such installation and maintenance thereof in proportional amounts as established by the ACC.

**B. Lot Owner's Rights in Common Areas and Improvements.** Every Owner shall have a nonexclusive right to an easement of enjoyment in and to the Common Areas and Improvements owned by the Association and such easement shall be appurtenant to and shall be conveyed with the title to, or contract purchaser's interest in, every Lot, even though such easement is not expressly mentioned or described in the conveyance or other instrument, subject to the following restrictions:

- (1) The rights of the Association to limit the number of guests of members, and to adopt rules and regulations;
- (2) The right of the Association to exclusive use and management of said Common Areas and Improvements for utilities, such as pumps, pipes, wire, conduits, and other utility equipment, supplies and materials;
- (3) The rights reserved to the Declarant in the Declaration;
- (4) The right of the Association to charge a reasonable admission and other fees for the use of any recreational facilities situated upon the Common Areas and Improvements;
- (5) The right of the Association to suspend the voting rights and right to use of the Common Areas and Improvements by any Owner for any period during which any assessment against the Owner's Lot remains unpaid; and for a period not to exceed one hundred eighty (180) days for any infraction of the published rules and regulations;
- (6) The right of the Association to dedicate or transfer all or any part of the Common Areas and Improvements to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. Except as dedicated or transferred by the Declarant during the Development Period, no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer, signed by seventy-five percent (75%) of all members has been recorded in the office of the King County Recorder.

8610210441

W-76335

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF SUMMER RIDGE DIVISION NUMBER 2

Park West Corporation, a Washington Corporation, is the owner of certain real property in King County, Washington, commonly known as Summer Ridge Division Number 3 consisting of 28 residential lots, and legally described as:

Lots 1 through 28, Summer Ridge Division Number 3, according to the Plat recorded in Volume 132 of Plats, pages 79-81 in King County, Washington.

Said real property is hereafter referred to as the "Property" or "Properties".

Park West Corporation, as Declarant, and in furtherance of protecting the economic value, desirability of ownership, and architectural uniformity of the Properties, hereby declares that the above-described Properties are hereinafter subject to the terms, conditions and provisions of this Declaration of Covenants, Conditions, Restrictions and Easements.

1. EFFECT OF DECLARATIONS; TERMINATION; AMENDMENT

The Properties shall be held, sold and conveyed subject to the provisions, covenants, restrictions and easements contained in this Declaration. The provisions of this Declaration shall run with the land and be binding upon all parties having any right, title or interest in the Properties or any part thereof and shall benefit all persons who are or become Owners of Lots.

The provisions of this Declaration are valid and binding for a period of thirty (30) years from the date of recording this Declaration in the office of the King County Recorder, at which time said provisions shall be automatically extended for successive periods of ten (10) years each unless seventy percent (70%) or more of the Owners, by an instrument or instruments in writing, duly signed and acknowledged by them, terminates said provisions insofar as they pertain to residential Lots or Building Sites, and termination shall become effective upon the filing of such instrument of record in the office of the King County Recorder. This Declaration may not be amended without the approval of the Declarant until after termination of the Development Period as defined herein, and then only by an instrument properly executed and acknowledged by seventy percent (70%) or more of the Owners, which amendment shall be recorded in the office of the King County Recorder. For purposes of voting under this provision, Owners of lots will be entitled to one vote for each vote they are entitled to cast in the Association for a Lot which is subject to this Declaration.

2. DEFINITIONS

The following words, when used in this Declaration or any supplemental declaration (unless the context indicates otherwise) shall have the following meanings:

A. "ACC" shall mean the Architectural Control Committee as provided for and established in this Declaration.

B. "Association" shall mean the Summer Ridge Homeowners' Association, a Washington non-profit corporation.

OCT 21 1986

FILED BY TIGOR

8610210441

Any owner may delegate his right of enjoyment of the Common Areas and Improvements and facilities to the members of his family, his tenants and friends, subject to rules and regulations adopted by the Association.

After conveyance by the Declarant, title to the Common Areas and Improvements shall be held by the Association as trustee for the Lot Owners.

**C. Declarant's Rights in Common Areas and Improvements.**

1. **Reservation of Control.** The Declarant shall have and hereby reserves for itself, its successors and assigns, the right, during the Development Period, to utilize the Common Areas and Improvements for its business use and purposes, including but not limited to uses and purposes related to the construction, promotion and development of the Property. Such right shall include the right to dedicate, transfer or grant easements to any part of the Common Areas and Improvements to any public agency, authority or utility for purposes not inconsistent with the intended purposes of such Common Areas and Improvements. The Declarant's rights to dedicate, transfer or grant easements as referred to above shall be exercised through the Declarant's reserved rights, powers, and functions as described in paragraph 9. below (Development Period). The Declarant shall convey and quit claim the Common Areas and Improvements to the Association, free and clear of encumbrances, and the control or the management and administration of the Common Areas and Improvements shall then vest in the Association, subject to the Declarant's aforementioned rights of use.

2. **Costs.** Until such time as the Common Areas and Improvements shall be conveyed to the Association, the Declarant shall pay all costs of maintaining and operating the Common Areas and Improvements. Upon conveyance of the Common Areas and Improvements to the Association, the Association shall thereafter pay all costs of maintaining and operating the Common Areas and Improvements.

3. **Additional Common Areas and Improvements.** If additional adjacent properties shall be subjected to this Declaration, Common Areas and Improvements located therein shall, in like manner, be conveyed and quit claimed to the Association. If additional adjacent lot owners shall become members of the Association and additional Common Areas and Improvements are dedicated to the Association in connection therewith, then all rights and obligations with respect to said additional Common Areas and Improvements shall inure to the Owners of Properties herein as members of the Association. The Association shall be responsible for the management, maintenance and administration of all Common Areas and Improvements conveyed to the Association. Costs of maintaining and operating Common Areas and Improvements located in additional adjacent properties shall be covered as provided in paragraph 3.C.2 above.

**4. ARCHITECTURAL AND USE CONTROL**

**A. Architectural Control Committee; Approval of Plans.**

1. **Architectural Control Committee.** There shall be an architectural control committee (ACC), with the responsibility and authority to approve or disapprove modifications to the Property, to approve the construction of improvements on the Property, and to enforce the terms and conditions of this Declaration as they relate to architectural and use control.

The ACC shall consist of three (3) members.

The members of the ACC during the Development period shall be appointed by the Declarant and shall serve until the end of the Development Period.

8610210441

At the first annual meeting following the end of the Development Period, the members of the Association shall elect three (3) members to the ACC, whose member terms shall be one year. At each annual meeting of the Association thereafter, new members of the ACC shall be elected. Each member present at an annual meeting may cast one (1) vote each for three (3) separate candidates for the ACC. Those three (3) candidates with the highest vote tallies shall constitute the new ACC.

In the case of the death, disability or resignation of any member or members of the ACC, the surviving or remaining member or members shall have full authority to designate a successor or successors.

The ACC shall have the authority in any individual case to make such exceptions to the building restrictions and requirements set forth herein as said committee shall, in its uncontrolled discretion deem necessary or advisable.

If additional Properties are made subject to this Declaration, pursuant to the terms hereof, a separate ACC may be appointed for each annexed phase of the overall development.

If additional properties, subject to their own declaration of covenants, conditions and restrictions should become members of the Association as set forth under paragraph 8. herein, the Association may, where practical, combine the Architectural Control Committees created by said separate declarations. The Board of Directors of the Association shall make the decision whether the ACC should be combined with respect to any or all of the additional properties having become subject to the Association. In the event any two or more such ACCs are combined, each property shall continue to be governed with respect to its own declaration of covenants, conditions and restrictions. If, additional properties, subject to their own declaration of covenants, conditions and restrictions, become members of the Association, then the interpretation and policies adopted with respect to those identical conditions and restrictions contained in the separate declarations of covenants, conditions and restrictions shall be the same; and where any dispute may occur, the Board of Directors of the Association shall decide on the common interpretation or policy to be applied. In the event of either combined and/or individual ACCs, the vote for each ACC shall be restricted to the properties for which said ACC is responsible.

2. Approval of Plans. All buildings and structures, including concrete or masonry walls, rockeries, fences, swimming pools, or other structures to be constructed or modified within the Property shall be approved by the ACC. Complete plans and specifications of all proposed buildings, structures and exterior alterations, together with detailed plans showing the proposed location and elevation of the same on the particular Building Site, shall be submitted to the ACC before construction or alteration is started, and such construction and alteration shall not be started until written approval thereof is given by the ACC.

The ACC will review submittals as to the quality of workmanship and materials planned and for conformity and harmony of the external design with existing structures on the said Building Sites, and as to location of the building with respect to topography, finished grade elevation and building set back restrictions.

In the event the ACC fails to approve or disapprove such plans and specifications within thirty (30) days after said plans and specifications have been delivered to it, such approval will not be required.

All plans and specifications for approval by the ACC must be submitted at least ten (10) days prior to the proposed construction starting date. Two

0610210441

complete sets of said plans and specifications shall, in each case, be delivered to the ACC. Said plans and specifications shall be prepared by an architect or a competent house-designer approved by the ACC. All buildings or structures shall be erected or constructed by a contractor or house builder approved in writing by the ACC. The maximum height of any residence may be established by the ACC as part of the plan approval and given in writing together with the approval. One set of approved plans shall be retained by the ACC and the other returned to the party submitting them.

As to all improvements, constructions and alterations within the Property, the ACC shall have the right to refuse to approve any design, plan or color for such improvement, construction or alteration which is not suitable or desirable, in the ACC's opinion, for any reason, aesthetic or otherwise, and in so passing upon such design, the ACC shall have the right to take into consideration the suitability of the proposed building or other structure, and the material of which it is to be built, and the exterior color scheme, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect or impairment that said structures will have on the view or outlook of surrounding building sites, and any and all factors, which in the ACC's opinion shall effect the desirability or suitability of such proposed structure, improvements or alterations.

The ACC shall have the right to disapprove the design or installation of a swimming pool or any other recreational structure or equipment which is not suitable or desirable, in the ACC's opinion, for any reason, aesthetic or otherwise, and in so passing upon such design or proposed installation, the ACC shall have the right to take into consideration the visual impact of the structure and the noise impact of the related activities upon all of the Properties located in the close proximity. Any enclosure or cover used in connection with such a recreational structure or equipment, whether temporary, collapsible, seasonal or whatever, shall be treated as a permanent structure for the purposes of these covenants and shall be subject to all the conditions, restrictions and requirements as set forth herein for all buildings and structures.

**B. Building and Landscaping Requirements and Restrictions.** The following building and landscaping restrictions govern the Property and must be adhered to:

1. Any dwelling or structure erected or placed on any Lot or Building Site shall be completed as to external appearance, including finished painting, within eight (8) months after date of commencement of construction and shall be connected to an acceptable sewage disposal facility. All front yards and landscaping must be completed within six (6) months from the date of completion of the Building or structure constructed thereon. In the event of undue hardship due to weather conditions, an extension of time may be granted upon prior written approval of the ACC.

2. No building or structure shall be erected, constructed or maintained or permitted upon such residential lots, except upon a Building Site as herein defined.

3. No building or structure shall be erected, constructed, maintained or permitted upon a Building Site other than one detached single family dwelling for single family occupancy only, not to exceed two (2) stories in height, plus basement and a private garage or carport for not more than three (3) standard sized automobiles.

4. No dwelling shall be permitted on any Lot or Building Site at a purchaser's cost of less than \$85,000.00 including land value and sales tax, based upon cost levels prevailing on the date these covenants are recorded,

8610210441

it being the intent and purpose of this covenant to assure that all dwellings shall be of quality workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size.

5. All houses to be built are subject to the following square footage minimums:

(a) All ramblers are to have a minimum of 1300 square feet of main floor area, exclusive of basement areas, garage and porches.

(b) All tri-level type homes shall have a minimum of 1400 square feet of total floor area exclusive of garage and porches and not less than 1100 square feet exclusive of basement level areas as well.

(c) All two-story type homes shall have a minimum of 1450 square feet of total floor area exclusive of basement areas, garage and porches.

(d) All split-entry type homes shall have a minimum of 1750 square feet of total floor area, exclusive of garage and porches, and not less than 1150 square feet exclusive of basement level areas as well.

These square footage minimums are meant to be guidelines to be used in conjunction with the dollar value standards set in paragraph B.4. above. The ACC may make exceptions to these guidelines so long as the effect is not unreasonable or inconsistent with the interest of these covenants.

6. No dwelling house or garage or any part thereof, or any other structure (exclusive of fences and similar structures) shall be placed on any Lot or Building Site nearer than 20 feet to the front Building Site line, nor nearer than 5 feet to any side of Building Site line, nor nearer than 20 feet to any rear Building Site line unless otherwise approved by the ACC. In the case of corner Building Sites, the front yard set back shall be a minimum of 20 feet and the adjoining exterior street Building Site line set back shall be a minimum of 10 feet.

7. Unless otherwise approved by the ACC, all garages and carports must be attached to, or incorporated in and made a part of the dwelling houses. In granting deviations, the ACC will consider functional necessity and architectural desirability.

8. No fence, wall, hedge, or mass planting other than foundation planting shall be permitted to extend nearer to any street than the minimum setback line of the residence, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two (2) feet above the finished grade at the back of said retaining wall, provided, however, that no fence, wall, hedge or mass planting shall at any time, where permitted, extend higher than six (6) feet above ground. All fences, hedges, or boundary walls situated anywhere upon any residential lot or building site must be approved in writing by the ACC as to its height and design prior to construction. Fences shall be well constructed of suitable fencing materials and shall be artistic in design and shall not detract from the appearance of the dwelling house located upon the lot or building site or be offensive to the owners or occupants thereof, or detract from the appearance of the dwelling houses located on the adjacent lots or building sites. The finished side of any fence (as approved by the ACC) that is visible from neighboring property or streets shall face the neighboring property or street. The finished side of any such fence shall be a side wherein its best decorative components, finishes and textures are displayed, and wherein any supporting rails are either not exposed or are evenly divided as to exposure



6610210441

between the two fence sides. Fences constructed of wire, including woven cyclone wire types, are strictly prohibited unless individually approved by the ACC for specific purposes.

9. No trees or shrubs of any type, other than those existing at the time these restrictive covenants are filed, shall be allowed to grow in height to a point where they shall noticeably and unreasonably interfere with a view of some significance from another residence. The ACC shall be the sole judge in deciding whether the view is of some significance and whether there has been such unreasonable interference. Should the ACC determine that there is an unreasonable interference, they shall notify the owner in writing, specifying the nature of the interference, what should be done to eliminate it, and the time by which said interference must be eliminated by the owner.

10. No lines or wires for the transmission of current, cable television signals, or for telephone use shall be construed, placed or permitted thereon unless the same shall be underground or in conduit attached to a building. No house-top television, radio or other type of antenna shall be erected or placed on any residential site without the written approval of the ACC. Nor shall any rotary antenna, tower, beam or other similar device be constructed on any residential site or building without the written approval of the ACC.

C. Use Restrictions. The following use restrictions govern the property and must be adhered to:

1. Except as provided in 4.C.1.(a) below, no trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind, including day schools, nurseries, or church schools shall be conducted or carried on upon any residential Lot or Building Site, or within any building located on a residential lot or building site, nor shall any goods, equipment, vehicles (including buses, trucks and trailers of any description) or materials or supplies used in connection with any trade, service, business or personal endeavor, wherever the same may be conducted, be kept, parked, stored, dismantled, or repaired outside on any residential lot or building site or on any street within the existing property except that the ACC may, in specific cases, make exceptions to the storage of such items if screened and/or covered in a manner acceptable to the ACC, nor shall anything be done on any residential Lot or Building Site which may be or may become an annoyance or nuisance to the neighborhood. No premises shall be used for any other purpose whatsoever except for the purpose of a private dwelling or residence.

(a) The above restrictions shall not restrict the following:

(i) The use of a private office so long as related activities do not create an annoyance or nuisance to the neighborhood or the adjoining Owners. The ACC shall be the sole judge as to whether the activity creates an annoyance or nuisance.

(ii) The right of any builder of new homes in the area to use any of such homes built as a sales center for the promotion and marketing of said new homes during the Development Period. Any such sales center may be used for the Development Period of successive phases of development of neighboring property subject to the approval of the ACC.

2. No trash, garbage, ashes, or other refuse, junk vehicles, underbrush, or other unsightly growths or objects, shall be thrown, dumped or allowed to accumulate on any Lot or Building Site or public street.

8610210441

Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment shall be kept in a clean and sanitary condition. All containers must be buried or screened so as not to be visible from any street or adjacent properties or residences.

3. No trailer, camper, basement, tent, shack, garage, barn, or other outbuilding or temporary structure erected or situated within the property shall at any time, be used as a residence, temporarily or permanently, nor shall any permanent building or structure be used as a residence until it is completed as to external appearance, including finished painting. The permission hereby granted to erect a permanent garage or other building prior to construction of the main dwelling house shall not be construed to permit the construction, erection, or maintenance of any building of any nature whatsoever any time, without the approval required by the ACC.

4. The streets in front of the lots shall not be used for the overnight parking of any vehicles other than private family automobiles and shall not be used for the storing of any boats, trailers, camper vehicles, trucks or other vehicles of any nature. The ACC shall have the right to establish policy, in its sole discretion, with respect to the storing of any boat, trailer, camper vehicles, trucks, or other vehicles of any nature on any residential lot or building site. The ACC may change said policy from time to time as the conditions warrant and may prohibit such storage unless the same is stored or placed in a garage or other screened area as approved by the ACC.

5. No live poultry or animals shall be permitted on said property other than songbirds, and not more than two (2) dogs and two (2) cats as household pets.

6. All mailboxes must be of a standard accepted by the U.S. Postal authorities, and must be located in those areas so designated by the ACC. Structures containing such mailboxes must be approved by the ACC.

7. No sign of any kind shall be displayed unless written approval is received from the ACC, with the exception of temporary real estate "for sale" and "for rent" signs the maximum size of which shall be two feet by three feet. The Declarant and/or builders of new homes in the area may install larger signs during the Development Period for the promotion and marketing of said new homes. Said signs shall be in good taste and shall be subject to the approval of the ACC with respect to design, location, and term of installation.

8. No exterior clothes lines are allowed that can be seen from any street or adjacent properties or residences.

9. No building or construction materials to be used for future improvements may be stored out of doors where they may be visible from any street or adjacent properties or residences. The builders of new homes may store materials in connection with the construction of new homes at locations approved by the ACC and subject to any reasonable conditions the ACC may establish for the protection, enjoyment and general welfare of the community.

10. No wood piles, for fireplace or other use, may be stored out of doors where they create, in the opinion of the ACC, an objectionable view from any street or for adjacent property owners.

11. No children's play areas, including but not limited to sandboxes, swing sets, jungle jim sets, etc., may be installed or maintained in a manner such that they are an objectionable feature in the neighborhood or to adjoining Owners. The ACC will determine whether or not the facility is objectionable.

OCT 21 1986

FILED BY TCR

8610210441

5. HOMEOWNERS' ASSOCIATION

A. Membership and Voting. Every Lot Owner shall be a Member of the Summer Ridge Homeowners' Association, a Washington non-profit corporation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. All Members shall have rights and duties specified in this Declaration, the articles and bylaws of the Association.

At any meeting of the Association, each Lot Owner (including the Declarant if the Declarant shall own any lot), shall be entitled to cast one vote per each lot which is owned. Fractional voting shall not be permitted. If any Lot is owned by more than one person or other entity, then the owners thereof shall appoint one person to cast the vote pertaining to the Lot, and shall file a written statement with the Board signed by all owners of that particular lot stating that such person has been appointed to cast the vote for that Lot. If the Owners cannot agree on the appointment of one person to cast the vote for the Lot, no vote will be allowed for said Lot and the Owners will not be included in any quorum. The person appointed to cast such vote need not be a Lot owner. Any such designation once made shall be voided when the Board shall receive notice of the death or judicially declared incompetency of any Lot Owner, upon the conveyance by any Lot Owner of his interest in his Lot, or upon written notice from all owners of the subject Lot. In any situation where there is more than one Owner of a Lot, the Owners of that Lot attending any meetings of the Association may, if they act unanimously, cast a vote for that Lot. If a Lot's boundaries are modified by a Lot Line Adjustment approved by the appropriate government agencies, each new lot thus created shall be entitled to cast only one vote, and the Lot Line Adjustment shall not result in creation of fractional lots or fractional votes.

If a Building Site consists of more than one Lot, the Owner shall be entitled to one vote for each whole Lot owned. If the Building Site results in the use of fractional lots, the Owner that owns the largest square footage portion of said lot which has been divided shall cast the vote for said lot unless an Owner of a lesser portion of said Lot was specifically granted the right to vote by deed or other recorded conveyance.

Voting at any meeting of the Association may be in person or by proxy, provided that such proxy is in writing and signed by the Lot Owner and filed with the Board in advance of the meeting at which such vote is taken. The voting rights of any member may be suspended as provided in the Declaration, or the articles or bylaws of the Association.

B. Articles and Bylaws. The Association shall be governed by its articles and bylaws, which instruments may be amended in accordance with their respective terms and conditions.

C. Initial Board of Directors. The members of the Initial Board shall be appointed by the Declarant and shall serve until the termination of the Development Period. Prior to the transfer of the management and administration of the Summer Ridge Homeowners' Association from the Initial Board to the first Board elected following the end of the Development Period, if any member of the Initial Board is no longer alive, or becomes incompetent or resigns or if the Declarant desires to replace or remove any such member, then the Declarant shall have the right and power to do so and to appoint a successor who shall serve until the Initial Board transfers responsibility for management and administration of the Summer Ridge Homeowners' Association to the first Board elected following the end of the Development Period. Except as specifically provided herein to the contrary, during such time as the Declarant's appointees compose the Initial Board, such appointees shall have the right to exercise all powers and perform all functions of the Board

OCT 21 1986 FILED BY TIGOR

5610210441

as authorized and provided in this declaration, the articles of incorporation and bylaws of the Association. The Initial Board shall serve without compensation.

This Declaration and/or the articles of incorporation and/or the bylaws of the Association shall not be amended, modified or superceded without the express written consent of the Declarant until management and administration of the Summer Ridge Homeowners Association is transferred from the Initial Board to the first Board of directors following the end of the Development Period.

## 6. ASSESSMENTS

A. **Lien for Assessments.** The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed or real estate contract therefor, whether or not it shall be so expressed in such deed or real estate contract, is deemed to covenant and agree to pay to the Association:

1. Annual assessments or charges; and
2. Special assessments for Improvements.

The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment became due. The personal obligation for delinquent assessment shall not pass to successors in title unless expressly assumed by such successors.

B. **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 Areas and Improvements.

C. **Annual Assessments.** The Board may fix an annual assessment for the operation and maintenance of the Association and for the purpose of providing revenues to fulfill the assessment purpose stated herein.

D. **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 or reconstruction of a capital improvement upon the Common Areas and Improvements, including fixtures and personal property related thereto, provided that with respect to any new capital improvements such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for the purpose of considering a special assessment. Assessments with respect to the repair or maintenance of existing capital improvements shall be decided by the Board of Directors of the Association and shall not be subject to the two-thirds (2/3) ratification procedure discussed above. A special assessment applicable to one year only may provide for a payment schedule extending beyond that one year to allow the Association to finance any such capital expenditure.

E. **Notice and Quorum for Special Assessment Meeting.** Written notice of any meeting called for the purpose of making a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of such meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast 60% of all the votes of the

9610210441

Members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, 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.

F. 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.

G. Commencement of Annual Assessments. 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 Areas and Improvements to the Association. The Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board. 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 had been paid. A properly executed certificate of the Association as to the status of the assessments on a Lot is binding upon the Association as of the date of its issuance.

H. Effect of Nonpayment of Assessments; Remedies. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate set by the Association. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots. No Owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Areas and Improvements or by abandonment of his or her Lot or Lots.

I. Subordination of 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 became due prior to such sale or transfer. No sale or transfer shall release such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

7. ENFORCEMENT

Provisions of this Declaration are declared to create mutual, equitable covenants and servitudes for the benefit of the Declarant, each Owner of a Lot or Building Site subject to said covenants, and their successors in interest. Enforcement of these covenants, conditions and restrictions may be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction, and said action may be brought either to restrain violation and/or to recover damages. Failure of the Declarant, the ACC or any Owner to enforce any covenant, restriction or exercise any rights herein contained shall in no event be deemed a waiver of the right to do so thereafter. All costs incurred in enforcement shall be at the expense of the violator or violators, including a reasonable attorneys' fee.

8. ADDITIONAL PROPERTY

The Declarant hereby reserves for itself, its successors or assigns, the right, but not the obligation, to include additional adjacent properties within the auspices of the Association and to grant to the Lot Owners of any such

DCT 21 1986 FILED BY TIGOR

8510210441

additional adjacent properties all rights and benefits to which Members of the Association are entitled. The Declarant hereby reserves for itself, its successors or assigns, the right to develop said additional adjacent properties without subjecting them to the terms and provisions of this Declaration. The intent of this provision is to allow the Declarant the option to create one Homeowners' Association for all phases of the Summer Ridge project. Thus, Lot Owners of additional adjacent property may become Members of the Association even though they are subject to a declaration of covenants, conditions, restrictions and easements which differs from this Declaration.

Each Lot Owner hereby consents to the inclusion of additional property entitled to membership in the Association at any time from the date on which this Declaration is recorded with the King County Recorder. Each Lot Owner hereby appoints and constitutes the Declarant as his attorney-in-fact to accomplish the amendment of the Association's Articles and Bylaws to add such additional properties. Each Lot Owner further agrees that the Declarant, as attorney-in-fact for each Lot Owner, shall have the authority to file such amendments to this Declaration and/or record additional Declarations as the Declarant may reasonably deem appropriate to include such additional properties within the auspices of the Association. If the Declarant adds additional properties to the Association, at the time at which any additional properties are added to the Association, the Common Areas and Improvements included in such property shall be combined with the Common Areas and Improvements existing in the Association prior to such addition or additions. The Common Areas and Improvements shall then be burdened by easements in favor of the Lot Owners of the originally described Property and in favor of the Lot Owners of any additional properties, and shall be benefitted by an obligation of the Lot Owners of the originally described Property and the Lot Owners of any additional properties to pay a portion of the cost of maintenance of the Common Areas and Improvements. Until such additional adjacent properties shall be subjected to the Association, the property shall not be governed by the Association. This Declaration shall not give the Association or any Lot Owners any right in said adjacent properties until said adjacent properties are subjected to the Association.

Nothing contained in this Declaration shall be construed to require the Declarant to include any additional properties.

#### 9. DEVELOPMENT PERIOD

The Development Period shall mean that period of time from the date of recording this Declaration until two years after the date when 80% of the lots entitled to membership in the Association have had improvements constructed on them and have been sold. A sold home shall be evidenced by the recording of a deed or real estate contract with the King County Recorder. Lots entitled to membership shall consist of lots included in this Declaration and lots included in the Association under the provision for additional adjacent property.

Notwithstanding the foregoing, the Declarant, at its option, may elect to terminate the Development Period at any time after twenty (20) lots have had improvements constructed on them and have been sold. Upon termination of the Development Period, either as a result of the sale of the required number of improved lots or the election of the Declarant, the Declarant shall record with the King County Recorder a Declaration of Termination of Development Period referencing the Declaration and stating that the Development Period is terminated, and the Development Period shall terminate with the recording of said document.

Not less than ten (10) no more than thirty (30) days prior to the recording of the Declaration of Termination of Development Period, the Declarant shall

give written notice of the termination of the Development Period to the Owner of each Lot. If there shall be more than one Owner of any Lot, notice to anyone of said Owners of any Lot shall be sufficient. The notices shall be transmitted by regular mail, postage prepaid, addressed to the Owner at the last mailing address provided to the Declarant. If no mailing address has been provided to the Declarant, then said notice shall be addressed to the mailing address of the Lot. Notices shall be deemed given when deposited in the United States Mail, postage prepaid, addressed as herein indicated.

Said Notice of Termination of Development Period shall specify the date when the Development Period will terminate, and shall further notify the Lot Owners of the date, place and time at which the first annual meeting of the Association will be held. The notice shall specify that the purpose of the Association meeting is to elect new officers and a Board of Directors of the Association. The board 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 and it shall thereafter be the responsibility of the Lot Owners to provide for the operation of the Association.

The Declarant hereby reserves for itself, its successors or assigns, during the Development Period, all of the rights, powers, and functions of the Association, or the Board of Directors thereof, which shall be exercised and/or performed by the Declarant. The Declarant shall appoint the Initial Board of Directors who shall exercise the aforesaid rights during the Development Period.

#### 10. SEVERABILITY

The invalidation of any one of the covenants contained in this Declaration by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

#### 11. FHA/VA APPROVALS

As long as the Development Period exists for the Declarant, the following actions will require prior approval of the Veterans Administration or the Federal Housing Administration:

- A. Annexation of additional properties to this Declaration;
- B. Dedication of common property, and
- C. Amendment of this Declaration.

#### 12. PLAT DEDICATION

The recorded plat contains the following provision:

The undersigned owners of the land hereby subdivided waive for themselves, their heirs and assigns and any person or entity deriving title from the undersigned, any and all claims for damages against King County, its successors and assigns which may be occasioned by the establishment, construction, or maintenance of roads and/or drainage systems within this subdivision other than claims resulting from inadequate maintenance by King County.

Further, the undersigned owners of the land hereby subdivided agree for themselves, their heirs and assigns to indemnify and hold King County, its successors and assigns, harmless from any damage, including any costs of defense, claimed by persons within or without this subdivision to have been caused by alterations of the ground surface, vegetation, drainage, or surface or subsurface water flows within this subdivision or by establishment, construction or maintenance of the roads within this subdivision. Provided, this waiver and indemnification shall not be construed as releasing King County, its successors and assigns, from liability for damages, including the cost of defense, resulting in whole or in part from the negligence of King County, its successors or assigns.

8610210441

OCT 21 1986

FILED BY TROU





# SUMMER RIDGE DIV. NO. 3

## SW 1/4 SEC 22, TWP 25 N, RGE 6 E, WM.

### KING COUNTY, WASHINGTON

85/12/20 #135  
Rec'd 25.00  
REV 5 18.00  
CMBL

8512201125 132/77-81

**DEDICATION**

ANY AND ALL PEOPLE OF THESE RECORDS that in the undersigned owners of the land hereby subdivided, hereby declare this plan to be the graphic representation of the subdivision and hereby dedicate to the use of the public forever all streets and easements not shown as private lanes and dedicate the use thereof for all public purposes and easements with the use thereof for public highway purposes, and also the right to take all necessary steps for cuts and fills upon the lots shown thereon in the original reasonable grading of said streets and easements, and further dedicate to the use of the public all the easements and streets shown on this plan for all public purposes as indicated thereon, including but not limited to water, sewer, utility and drainage easements and streets and easements specifically identified on this plan as being dedicated or conveyed to a person or entity other than the public.

Further, the undersigned owners of the land hereby subdivided agree for themselves, their heirs and assigns and any person or entity deriving title from the undersigned, any and all claims for damages against King County, its successors and assigns which may be asserted by the establishment, construction, or maintenance of roads and/or drainage systems within this subdivision other than claims resulting from independent maintenance by King County.

Further, the undersigned owners of the land hereby subdivided agree for themselves, their heirs and assigns to indemnify and hold King County, its successors and assigns, harmless from any damages, including any costs of defense, claimed by persons of this or within this subdivision to have been caused by alterations of the ground surface, excavation, drainage, or surface or subsurface water flow within this subdivision or by establishment, construction or maintenance of the roads within this subdivision. Provided, this entire and indemnification shall not be construed as releasing King County, its successors and assigns, from liability for damages, including the cost of defense, resulting to state or in part from the negligence of King County, its successors or assigns.

IN WITNESS WHEREOF we set our hands and seals.

**TRIMBLE DEVELOPMENT, A Washington Corporation**

Donald W. Taylor Secretary  
David W. Taylor, Jr. President

**SEATTLE FIRST NATIONAL BANK, A National Banking Association**  
Henry A. McPherson Assistant Vice President

Russell D. Johnson Assistant Vice President

**ACKNOWLEDGMENTS**

STATE OF WASHINGTON  
COUNTY OF KING

This is to certify that on the 21<sup>st</sup> day of October, 1985, before me, the undersigned, a Notary Public, personally appeared Donald W. Taylor, Jr. and David W. Taylor, Jr.

known to me to be the individuals who executed the within instrument and acknowledged to me that they signed and executed the same as their voluntary act and deed for the uses and purposes therein contained and on each stated that they were authorized to execute said instrument and the seal affixed (if any) is the corporate seal of said corporation. WITNESS my hand and official seal this day and year first above written.

Henry Public is and is for the State of Washington  
residing at Bellevue

STATE OF WASHINGTON  
COUNTY OF KING

This is to certify that on the 21<sup>st</sup> day of October, 1985, before me, the undersigned, a Notary Public, personally appeared Donald W. Taylor, Jr. and David W. Taylor, Jr.

known to me to be the individuals who executed the within instrument and acknowledged to me that they signed and executed the same as their voluntary act and deed for the uses and purposes therein contained and on each stated that they were authorized to execute said instrument and the seal affixed (if any) is the corporate seal of said corporation. WITNESS my hand and official seal this day and year first above written.

Henry Public is and is for the State of Washington  
residing at Bellevue

**EASEMENT PROVISIONS**

An easement is hereby reserved for and granted to FIRST SEWER POWER AND LIGHT COMPANY, WASHINGTON NATURAL GAS COMPANY, SHELTON TELEPHONE COMPANY OF THE DISTRICT OF COLUMBIA, CANALIZI SEWER AND WATER DISTRICT, a CANALIZI S.E. COMPANY, and their respective successors and assigns, under and upon the exterior of that, parallel with and adjoining the street frontage of all lots and tracts to which be installed, by, constructed, owned, operated and maintained underground conduits, cables, piping, and wires with necessary facilities and other equipment for the purpose of providing sewer and water, together with the right to enter upon the lots of all lots for the purposes stated.

Also, all lots shall be subject to an easement 3.5 feet in width, parallel with and adjacent to all side lot lines and 5 feet in width, parallel with and adjacent to all rear lot lines for purposes of utilities and drainage.

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 upon any lot outside the boundaries thereon unless the same shall be underground or in ducts attached to the building.

An easement is hereby reserved for and granted to Shelton Sewer and Water District under and upon the easements shown on this plan and described herein as "sewer easement" or "water easement" to install, maintain, replace, repair and operate under and over water and sewer lines and appurtenances for this subdivision and other property together with the right to enter upon said easements at all times for the purposes stated. Structures shall not be constructed upon any area reserved for these easements.

**LEGAL DESCRIPTION**

That portion of the east half of the southeast quarter of Section 22, Township 25 North, Range 6 East, W.M. in King County, Washington described as follows: Beginning at the southeast corner of said east half, thence S89°30'34"E along the west line thereof 1345.00 feet to the southeast corner of Summer Ridge Division No. 1, according to the plan thereof recorded in Volume 126 of Plans, pages 11 and 12, records of said County; thence along the northerly boundary of said plot, the following five courses and distances: S87°14'00"E 140.11 feet; S87°20'00"E 105.20 feet; S87°14'00"E 45.44 feet; S77°12'00"E 140.11 feet; and S87°20'00"E 23.00 feet to the TRUE POINT OF BEGINNING, thence S77°00'00"E along the northerly boundary 123.40 feet; thence S82°24'00"E along the northerly boundary of lots 28 through 32, Summer Ridge Division No. 2, according to the plan thereof recorded in Volume 126 of Plans, pages 13 and 14, records of said County, a distance of 121.00 feet to an angle point in the northerly line of said lot 28; thence S87°20'00"E 231.25 feet; thence S82°24'00"E 111.53 feet; thence S82°24'00"E 127.75 feet; thence S82°24'00"E 57.00 feet; thence S77°00'00"E 217.00 feet; thence S87°20'00"E 45.00 feet; thence S82°24'00"E 140.42 feet; thence S82°24'00"E 45.00 feet; thence S87°20'00"E 140.25 feet to the east line of said subdivision; thence S87°20'00"E along said east line 240.40 feet; thence S77°00'00"E 400.25 feet to the east northerly corner of lot 15, said east of Summer Ridge Division No. 2; thence northerly along the easterly line of said plot the following courses and distances: S77°10'00"E 106.00 feet; S77°00'00"E 34.00 feet; S77°00'00"E 133.00 feet; S84°00'00"E 100.15 feet; S77°00'00"E 32.04 feet; S74°23'00"E 194.20 feet; S82°24'00"E 50.31 feet; S84°00'00"E 143.37 feet; S82°24'00"E 24.00 feet; S84°00'00"E 81.00 feet; S82°24'00"E 216.20 feet; and S84°00'00"E 45.25 feet to the TRUE POINT OF BEGINNING.

**RESTRICTIONS**

No lot or portion of a lot in this plot shall be divided or sold or leased or otherwise changed or transferred whereby the acreage of any portion of this plot shall be less than the area required for the use thereof to which intended.

**LAND SURVEYOR'S CERTIFICATE**

I hereby certify that this plan of SUMMER RIDGE DIV. NO. 3 is based upon an actual survey and subdivision of Section 22, Township 25 North, Range 6 East of W.M. that the courses and distances are shown correctly thereon; that the monuments will be set and the lot and block corners will be marked accurately on the ground as construction is completed and that I have fully complied with the provisions of the plotting regulations.



Justin B. Chute  
Notary Public, Professional Land Surveyor, Certificate No. 12894

**APPROVALS**

Examined and approved this 15th day of NOVEMBER, 1985  
DEPARTMENT OF PUBLIC WORKS

John J. Hoff  
Secretary, Department of Public Works

Examined and approved this 12 day of October, 1985  
DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

William J. Linn  
Director, Department of Planning and Community Development

Examined and approved this 12 day of December, 1985  
DEPARTMENT OF ASSESSMENT

James P. Rode  
King County Assessor

Examined and approved this 16 day of December, 1985  
KING COUNTY COMMISSION

Ray Grant  
Chairman, King County Council

**FINANCE DIRECTOR'S CERTIFICATE**

I hereby certify that all property taxes are paid, that there are no delinquent assessments certified to this office for collection and that all taxes assessed and certified to this office for collection on any of the property hereon are paid in full, except as against, others or for other public use, are paid in full. This 12 day of October, 1985.

OFFICE OF FINANCE  
Robert J. Johnson  
Director, King County Office of Finance



**RECORDING CERTIFICATE**

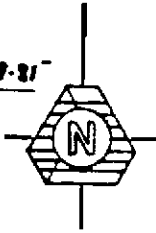
Filed for record at the request of King County Council this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ P.M. and recorded in Volume \_\_\_\_\_ of Plans, Page \_\_\_\_\_, Records of King County, Washington.

DEPARTMENT OF RECORDS & CLERKING

# SUMMER RIDGE DIV. NO. 3

SW 1/4 SEC 22, TWP 25 N, RGE 6 E, W.M.  
KING COUNTY, WASHINGTON

6512201135 1977-81



SCALE 1" = 80'

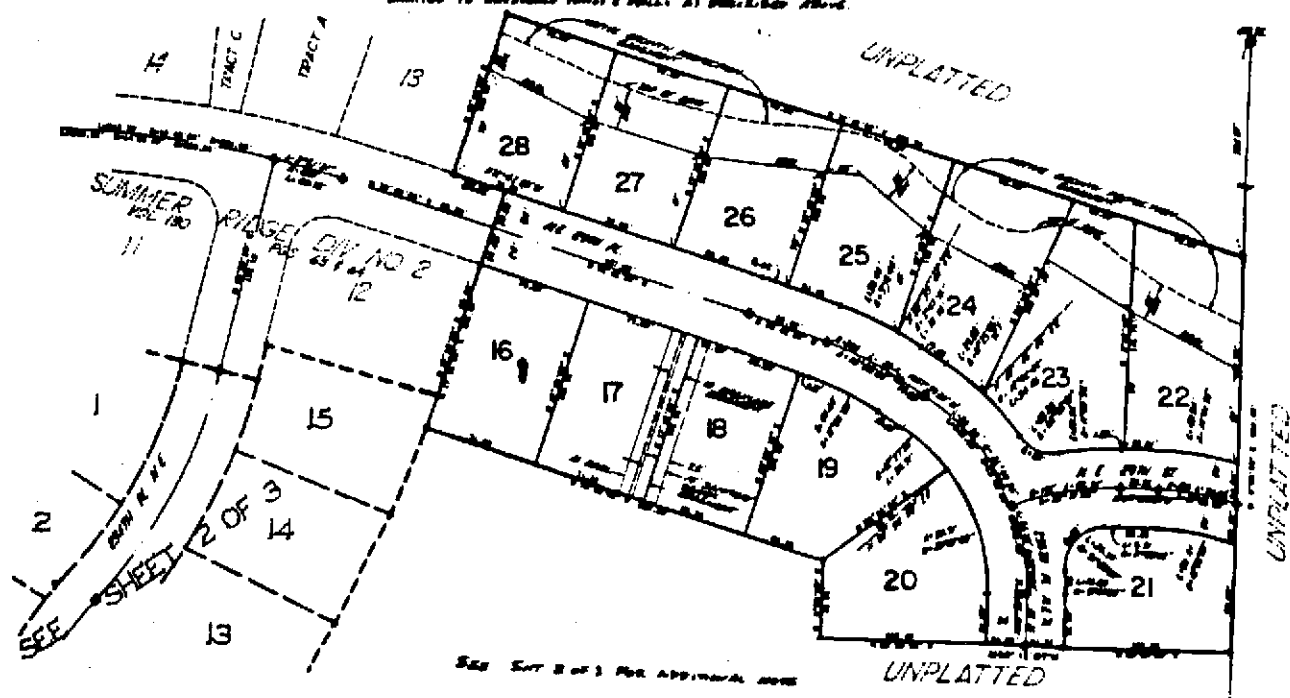
**NOTES:**

1. LOTS 6 THRU 18 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE PLANTED ISLAND IN 2306A PL. BE.
2. THE NATIVE GROWTH PROTECTION ESN'T SHALL HAVE NO BURNING, CLEARING, CUTTING, OR REMOVAL OF NATIVE TREES OR INDIGENOUS VEGETATION. MINOR PRUNING OR REMOVAL OF A DISEASED TREE OR A TREE DANGEROUS TO HUMAN HEALTH OR PROPERTY IS PERMITTED. THERE SHALL BE NO DUMPING OF TRASH OR FILL DIRT, OR RELEASING OF DRAINAGE WATER OVER THE SLOPE. THERE SHALL BE NO STRUCTURE, FILL OR OBSTRUCTION, INCLUDING BUT NOT LIMITED TO BECKS, PATIOS, OR OTHER IMPROVED SURFACES, WITHIN THE NATIVE GROWTH PROTECTION ESN'T, EXCEPT THE SIDE OF LOT 6. ROCK BENCHES MAY BE CONSTRUCTED ON THE INSIDE OF LOT 17.
3. ALL BUILDING HOUSEPOINTS SHALL BE CONNECTED TO THE STORM DRAINAGE SYSTEM, UNLESS OTHERWISE APPROVED BY THE DEPARTMENT OF PUBLIC WORKS.
4. OBSTRUCTIONS WITHIN THE 5' BUILDING SETBACK AREA OF LOTS 22-28 SHALL conform TO THE CONDITIONS SET FORTH IN ORDINANCE 2007000001 (ENACTED SEPTEMBER 27, 1999) AND RELATED LATER ORDINANCES FILE NO. 2007000001-0009.
5. ALL EXISTING/NEW LAND AND BOUNDARY CORNER MARKS AT EACH CORNER ARE TO BE SET TO THE NEAREST INCH BY TYPING THE NAME OF EACH CORNER TO BE SET TO THE NEAREST INCH OF EACH CORNER OF 200 SQUARE FEET OR LESS. CAN BE PLACED AT THE SETBACK AREA FROM THE END OF EACH LOT AND THE EDGE OF THE LOT IS MORE THAN 10 FEET FROM THE TOP OF SLOPE, THE MARK IS PLACED 60 FEET FROM EACH END OF THE SETBACK UNLESS OTHERWISE SPECIFIED IN AN APPROVED SURVEY. MARKS LARGER THAN 200 SQUARE FEET SHOULD BE CONSIDERED ON AN APPROVED SURVEY. MARKS WITH SPACED PICK BORDERS CAN BE SET WITHIN THE SETBACK AREA AND LONG AS THE BORDERS ARE PLACED ON FIRM UNIMPROVED GROUND. A SETBACK AREA BOUNDARY SHALL VERIFY THAT THE MARK BORDERS ARE PLACED ON FIRM UNIMPROVED GROUND, PRIOR TO PLACEMENT OF POSTING. MARKS LARGER THAN 200 SQ FT SHOULD BE CONSIDERED FOR APPROVAL BY THE DEPARTMENT OF PUBLIC WORKS AND APPROVED BY THE DEPARTMENT OF PUBLIC WORKS. APPROVED SURVEYS SHOULD BE FILED WITH THE KING COUNTY RECORDS AND THE KING COUNTY RECORDS. ALL APPROVED SURVEYS SHOULD BE FILED WITH THE KING COUNTY RECORDS.

**LEGEND:**

- - SET SIGN AND CASE
- - EXISTING SIGN AND CASE
- - SET REBAR W/ CAP "TRIAL SIGN"

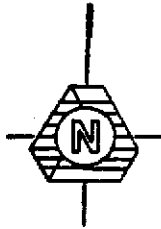
**BASE OF BEARING:**  
SUMMER RIDGE DIVISION NO. 1 AND  
SHEET 4 RECORD OF SURVEY  
RECORDED IN VOL. 11, PG. 174, IN  
KING COUNTY, WA REC. NO. 78008804



# SUMMER RIDGE DIV. NO. 3

SW 1/4 SEC 22, TWP 25 N, RGE 6 E, W.M.  
KING COUNTY, WASHINGTON

0612201135 132/79-81



SCALE: 1" = 80'

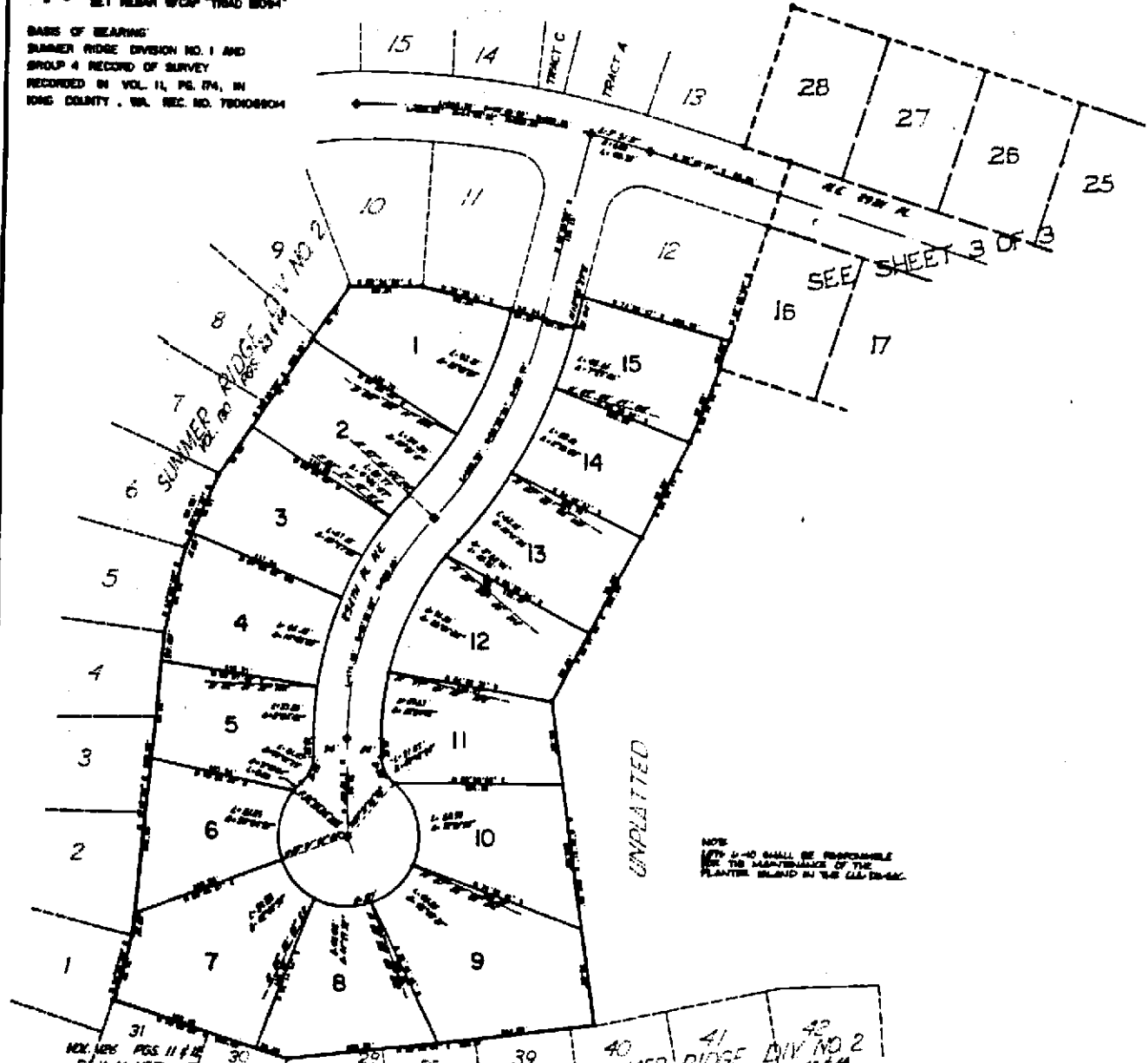
SEE SHEET 3 FOR NOTES

**LEGEND**

- ◆ - SET MON AND CASE
- - EXISTING MON AND CASE
- - SET REBAR W/ CAP "TRAD 8094"

**BASE OF BEARING**  
SUMMER RIDGE DIVISION NO. 1 AND  
GROUP 4 RECORD OF SURVEY  
RECORDED IN VOL. 11, PG. 774, IN  
KING COUNTY, W.M. REC. NO. 78008904

UNPLATTED



NOTE:  
OWNER SHALL BE RESPONSIBLE  
FOR THE MAINTENANCE OF THE  
PLANTING BEHIND BY THE CURB DRIVE.

31  
VOL. 106 PGS. 11 & 12  
SUMMER RIDGE DIV. NO. 1  
TRAD ASSOCIATES KIRKLAND, WA JOB NO. 84-042

39 40 41 42  
SUMMER RIDGE DIV. NO. 2  
VOL. 120 PGS. 63 & 64

RECEIVED THIS DAY

OCT 7 11 31 AM '87  
BY [unclear]  
RE [unclear]

87/10/07 #0715 D  
RECD F 20.00  
CASHSL \*\*\*20.00  
11

After Recording Mail To:

Loxier Homes Corporation  
12443 Bellevue-Redmond Road  
Suite H  
Bellevue, WA 98005

FILED FOR RECORD AT REQUEST OF  
TICOR TITLE INSURANCE CO.  
1008 WESTERN AVE., SUITE 200  
SEATTLE, WA 98104 20<sup>02</sup>

8710070715

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS OF SUMMER RIDGE DIVISION NUMBER 4

Table of Contents

	Page
1. EFFECT OF DECLARATIONS; TERMINATION; AMENDMENT	1
2. DEFINITIONS	1
3. EASEMENTS; RIGHTS IN COMMON AREAS AND IMPROVEMENTS	2
4. ARCHITECTURAL AND USE CONTROL	4
5. HOMEOWNERS' ASSOCIATION	10
6. ASSESSMENTS	11
7. ENFORCEMENT	12
8. ADDITIONAL PROPERTY	12
9. DEVELOPMENT PERIOD	13
10. SEVERABILITY	14
11. FHA/VA APPROVALS	14
12. PLAT DEDICATION	14

W-80645

OCT 7 1987

FILED BY TICOR

4433

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS OF SUMMER RIDGE DIVISION NUMBER 5

Loxler Homes Corporation, a Washington Corporation, is the owner of certain real property in King County, Washington, commonly known as Summer Ridge Division Number 4 consisting of 48 residential lots, and legally described as:

Lots 1 through 48, Summer Ridge Division Number 4, according to the Plat recorded in Volume 138 of Plats, pages 70 - 73, in King County, Washington.

Said real property is hereafter referred to as the "Property" or "Properties".

Loxler Homes Corporation, as Declarant, and in furtherance of protecting the economic value, desirability of ownership, and architectural uniformity of the Properties, hereby declares that the above-described Properties are hereinafter subject to the terms, conditions and provisions of this Declaration of Covenants, Conditions, Restrictions and Easements.

1. EFFECT OF DECLARATIONS; TERMINATION; AMENDMENT

The Properties shall be held, sold and conveyed subject to the provisions, covenants, restrictions and easements contained in this Declaration. The provisions of this Declaration shall run with the land and be binding upon all parties having any right, title or interest in the Properties or any part thereof and shall benefit all persons who are or become Owners of Lots.

The provisions of this Declaration are valid and binding for a period of thirty (30) years from the date of recording this Declaration in the office of the King County Recorder, at which time said provisions shall be automatically extended for successive periods of ten (10) years each unless seventy percent (70%) or more of the Owners, by an instrument or instruments in writing, duly signed and acknowledged by them, terminates said provisions insofar as they pertain to residential Lots or Building Sites, and termination shall become effective upon the filing of such instrument of record in the office of the King County Recorder. This Declaration may not be amended without the approval of the Declarant until after termination of the Development Period as defined herein, and then only by an instrument properly executed and acknowledged by seventy percent (70%) or more of the Owners, which amendment shall be recorded in the office of the King County Recorder. For purposes of voting under this provision, Owners of lots will be entitled to one vote for each vote they are entitled to cast in the Association for a Lot which is subject to this Declaration.

2. DEFINITIONS

The following words, when used in this Declaration or any supplemental declaration (unless the context indicates otherwise) shall have the following meanings:

A. "ACC" shall mean the Architectural Control Committee as provided for and established in this Declaration.

B. "Association" shall mean the Summer Ridge Homeowners' Association, a Washington non-profit corporation.

8710070715

OCT 7 1987

FILED BY TICOR

C. "Board" shall mean the Board of Directors of the Association.

D. "Building Site" shall mean a legal site for the construction of a single family residence and shall consist of at least (1) one or more residential lots as legally established by the plat of the Property; or (2) a parcel composed of only a portion of such residential Lots, the area of which parcel shall not be less than that required for the established use in the district in which it is located.

E. "Common Areas and Improvements" shall mean

(a) all the real property (including any improvements thereon) owned by the Association for the common use and enjoyment of the Owners and

(b) those landscaped areas or other community related improvements lying within the street right of way, utility tracts, or easements over building lots granted to the Association for such purposes; and which have been landscaped or have had improvements installed by the Declarant or the Association for the common beautification and enjoyment of the Properties. (Entry signs, mailbox stands, and landscaped entries, detention ponds, street islands, etc. are the type of areas and improvements included herewith.)

F. "Declarant" shall mean Lozier Homes Corporation, a Washington corporation, and its successors and assigns. The term "successors and assigns" as used in this definition does not include purchasers from the Declarant (or from its successors and assigns) of Lots.

G. "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions and Easements of Summer Ridge Division Number 4.

H. "Development Period" shall mean the period defined in paragraph 9 of this Declaration.

I. "Initial Board of Directors" shall mean the Board serving during the Development period.

J. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of (1) the Common Areas and Improvements; and (2) tracts dedicated to utility districts and government entities.

K. "Member" shall mean and refer to every person or entity that holds a membership in the Association. There shall be one membership per Lot which shall be inseparably appurtenant to each Lot.

L. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot and shall include any persons or entities purchasing a Lot pursuant to the terms of a recorded real estate contract, but said term shall exclude those having an interest in any Lot merely as security for the performance of an obligation.

M. "Property" or "Properties" shall mean the real property described herein, which is subject to this Declaration.

### 3. EASEMENTS; RIGHTS IN COMMON AREAS AND IMPROVEMENTS

A. Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, or as recorded elsewhere; and easements for the same purposes are reserved:

8710070715

(1) over the front and rear five (5) feet of each Building Site; and (2) over a five (5) foot strip along each side of interior Building Site lines. Within these easements, no structure, including such items as patios, barbecues, etc., shall be placed or permitted to remain, nor shall any activity be permitted within said easements which may damage or interfere with the installation and maintenance of existing and future utilities, or which may change the direction of flow of drainage in the easement areas. A utility or drainage facility in the easement area of each Lot or Building Site shall be maintained continuously by the property Owners who require the utility or drainage facility except for those improvements for which a public authority or utility company is responsible. In the case where a utility or drainage facility has to be installed on an Owner's property in the easement areas herein defined, the cost to install the facility and to restore the Building Site to its original state prior to installation must be borne by the property Owners who require the utility or drainage facility. Any and all drainage collected or sufficiently concentrated to create erosion problems in the opinion of the ACC shall be piped to the nearest underground public storm sewer line or street gutter at the expense of the property Owner(s) who requires the drainage facility. If such an installation is required to serve more than one Lot, then the Owners of each of said Lots served shall pay for such installation and maintenance thereof in proportional amounts as established by the ACC.

B. Lot Owner's Rights in Common Areas and Improvements. Every Owner shall have a nonexclusive right to an easement of enjoyment in and to the Common Areas and Improvements owned by the Association and such easement shall be appurtenant to and shall be conveyed with the title to, or contract purchaser's interest in, every Lot, even though such easement is not expressly mentioned or described in the conveyance or other instrument, subject to the following restrictions:

(1) The rights of the Association to limit the number of guests of members, and to adopt rules and regulations;

(2) The right of the Association to exclusive use and management of said Common Areas and Improvements for utilities, such as pumps, pipes, wire, conduits, and other utility equipment, supplies and materials;

(3) The rights reserved to the Declarant in the Declaration;

(4) The right of the Association to charge a reasonable admission and other fees for the use of any recreational facilities situated upon the Common Areas and Improvements;

(5) The right of the Association to suspend the voting rights and right to use of the Common Areas and Improvements by any Owner for any period during which any assessment against the Owner's Lot remains unpaid; and for a period not to exceed one hundred eighty (180) days for any infraction of the published rules and regulations;

(6) The right of the Association to dedicate or transfer all or any part of the Common Areas and Improvements to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. Except as dedicated or transferred by the Declarant during the Development Period, no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer, signed by seventy-five percent (75%) of all members has been recorded in the office of the King County Recorder.

Any owner may delegate his right of enjoyment of the Common Areas and Improvements and facilities to the members of his family, his tenants and friends, subject to rules and regulations adopted by the Association.

After conveyance by the Declarant, title to the Common Areas and Improvements shall be held by the Association as trustee for the Lot Owners.

**C. Declarant's Rights in Common Areas and Improvements.**

1. **Reservation of Control.** The Declarant shall have and hereby reserves for itself, its successors and assigns, the right, during the Development Period, to utilize the Common Areas and Improvements for its business use and purposes, including but not limited to uses and purposes related to the construction, promotion and development of the Property. Such right shall include the right to dedicate, transfer or grant easements to any part of the Common Areas and Improvements to any public agency, authority or utility for purposes not inconsistent with the intended purposes of such Common Areas and Improvements. The Declarant's rights to dedicate, transfer or grant easements as referred to above shall be exercised through the Declarant's reserved rights, powers, and functions as described in paragraph 9. below (Development Period). The Declarant shall convey and quit claim the Common Areas and Improvements to the Association, free and clear of encumbrances, and the control or the management and administration of the Common Areas and Improvements shall then vest in the Association, subject to the Declarant's aforementioned rights of use.

2. **Costs.** Until such time as the Common Areas and Improvements shall be conveyed to the Association, the Declarant shall pay all costs of maintaining and operating the Common Areas and Improvements. Upon conveyance of the Common Areas and Improvements to the Association, the Association shall thereafter pay all costs of maintaining and operating the Common Areas and Improvements.

3. **Additional Common Areas and Improvements.** If additional adjacent properties shall be subjected to this Declaration, Common Areas and Improvements located therein shall, in like manner, be conveyed and quit claimed to the Association. If additional adjacent lot owners shall become members of the Association and additional Common Areas and Improvements are dedicated to the Association in connection therewith, then all rights and obligations with respect to said additional Common Areas and Improvements shall inure to the Owners of Properties herein as members of the Association. The Association shall be responsible for the management, maintenance and administration of all Common Areas and Improvements conveyed to the Association. Costs of maintaining and operating Common Areas and Improvements located in additional adjacent properties shall be covered as provided in paragraph 3.C.2 above.

**4. ARCHITECTURAL AND USE CONTROL**

**A. Architectural Control Committee; Approval of Plans.**

1. **Architectural Control Committee.** There shall be an architectural control committee (ACC), with the responsibility and authority to approve or disapprove modifications to the Property, to approve the construction of improvements on the Property, and to enforce the terms and conditions of this Declaration as they relate to architectural and use control.

The ACC shall consist of three (3) members.

The members of the ACC during the Development period shall be appointed by the Declarant and shall serve until the end of the Development Period.

8710070715



8710070715

At the first annual meeting following the end of the Development Period, the members of the Association shall elect three (3) members to the ACC, whose member terms shall be one year. At each annual meeting of the Association thereafter, new members of the ACC shall be elected. Each member present at an annual meeting may cast one (1) vote each for three (3) separate candidates for the ACC. Those three (3) candidates with the highest vote tallies shall constitute the new ACC.

In the case of the death, disability or resignation of any member or members of the ACC, the surviving or remaining member or members shall have full authority to designate a successor or successors.

The ACC shall have the authority in any individual case to make such exceptions to the building restrictions and requirements set forth herein as said committee shall, in its uncontrolled discretion deem necessary or advisable.

If additional Properties are made subject to this Declaration, pursuant to the terms hereof, a separate ACC may be appointed for each annexed phase of the overall development.

If additional properties, subject to their own declaration of covenants, conditions and restrictions should become members of the Association as set forth under paragraph B. herein, the Association may, where practical, combine the Architectural Control Committees created by said separate declarations. The Board of Directors of the Association shall make the decision whether the ACC should be combined with respect to any or all of the additional properties having become subject to the Association. In the event any two or more such ACCs are combined, each property shall continue to be governed with respect to its own declaration of covenants, conditions and restrictions. If, additional properties, subject to their own declaration of covenants, conditions and restrictions, become members of the Association, then the interpretation and policies adopted with respect to those identical conditions and restrictions contained in the separate declarations of covenants, conditions and restrictions shall be the same; and where any dispute may occur, the Board of Directors of the Association shall decide on the common interpretation or policy to be applied. In the event of either combined and/or individual ACCs, the vote for each ACC shall be restricted to the properties for which said ACC is responsible.

2. Approval of Plans. All buildings and structures, including concrete or masonry walls, rockeries, fences, swimming pools, or other structures to be constructed or modified within the Property shall be approved by the ACC. Complete plans and specifications of all proposed buildings, structures and exterior alterations, together with detailed plans showing the proposed location and elevation of the same on the particular Building Site, shall be submitted to the ACC before construction or alteration is started, and such construction and alteration shall not be started until written approval thereof is given by the ACC.

The ACC will review submittals as to the quality of workmanship and materials planned and for conformity and harmony of the external design with existing structures on the said Building Sites, and as to location of the building with respect to topography, finished grade elevation and building set back restrictions.

In the event the ACC fails to approve or disapprove such plans and specifications within thirty (30) days after said plans and specifications have been delivered to it, such approval will not be required.

All plans and specifications for approval by the ACC must be submitted at least ten (10) days prior to the proposed construction starting date. Two

complete sets of said plans and specifications shall, in each case, be delivered to the ACC. Said plans and specifications shall be prepared by an architect or a competent house-designer approved by the ACC. All buildings or structures shall be erected or constructed by a contractor or house builder approved in writing by the ACC. The maximum height of any residence may be established by the ACC as part of the plan approval and given in writing together with the approval. One set of approved plans shall be retained by the ACC and the other returned to the party submitting them.

8710070715

As to all improvements, constructions and alterations within the Property, the ACC shall have the right to refuse to approve any design, plan or color for such improvement, construction or alteration which is not suitable or desirable, in the ACC's opinion, for any reason, aesthetic or otherwise, and in so passing upon such design, the ACC shall have the right to take into consideration the suitability of the proposed building or other structure, and the material of which it is to be built, and the exterior color scheme, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect or impairment that said structures will have on the view or outlook of surrounding building sites, and any and all factors, which in the ACC's opinion shall affect the desirability or suitability of such proposed structure, improvements or alterations.

The ACC shall have the right to disapprove the design or installation of a swimming pool or any other recreational structure or equipment which is not suitable or desirable, in the ACC's opinion, for any reason, aesthetic or otherwise, and in so passing upon such design or proposed installation, the ACC shall have the right to take into consideration the visual impact of the structure and the noise impact of the related activities upon all of the Properties located in the close proximity. Any enclosure or cover used in connection with such a recreational structure or equipment, whether temporary, collapsible, seasonal or whatever, shall be treated as a permanent structure for the purposes of these covenants and shall be subject to all the conditions, restrictions and requirements as set forth herein for all buildings and structures.

**B. Building and Landscaping Requirements and Restrictions.** The following building and landscaping restrictions govern the Property and must be adhered to:

1. Any dwelling or structure erected or placed on any Lot or Building Site shall be completed as to external appearance, including finished painting, within eight (8) months after date of commencement of construction and shall be connected to an acceptable sewage disposal facility. All front yards and landscaping must be completed within six (6) months from the date of completion of the Building or structure constructed thereon. In the event of undue hardship due to weather conditions, an extension of time may be granted upon prior written approval of the ACC.

2. No building or structure shall be erected, constructed or maintained or permitted upon such residential lots, except upon a Building Site as herein defined.

3. No building or structure shall be erected, constructed, maintained or permitted upon a Building Site other than one detached single family dwelling for single family occupancy only, not to exceed two (2) stories in height, plus basement and a private garage or carport for not more than three (3) standard sized automobiles.

4. No dwelling shall be permitted on any Lot or Building Site at a purchaser's cost of less than \$90,000.00 including land value and sales tax, based upon cost levels prevailing on the date these covenants are recorded.

OCT 7 1987

FILED BY ACCOR

it being the intent and purpose of this covenant to assure that all dwellings shall be of quality workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size.

5. All houses to be built are subject to the following square footage minimums:

(a) All ramblers are to have a minimum of 1300 square feet of main floor area, exclusive of basement areas, garage and porches.

(b) All tri-level type homes shall have a minimum of 1400 square feet of total floor area exclusive of garage and porches and not less than 1100 square feet exclusive of basement level areas as well.

(c) All two-story type homes shall have a minimum of 1450 square feet of total floor area exclusive of basement areas, garage and porches.

(d) All split-entry type homes shall have a minimum of 1750 square feet of total floor area, exclusive of garage and porches, and not less than 1150 square feet exclusive of basement level area, as well.

These square footage minimums are meant to be guidelines to be used in conjunction with the dollar value standards set in paragraph B.4. above. The ACC may make exceptions to these guidelines so long as the effect is not unreasonable or inconsistent with the interest of these covenants.

6. No dwelling house or garage or any part thereof, or any other structure (exclusive of fences and similar structures) shall be placed on any Lot or Building Site nearer than 20 feet to the front Building Site line, nor nearer than 5 feet to any side of Building Site line, nor nearer than 20 feet to any rear Building Site line unless otherwise approved by the ACC. In the case of corner Building Sites, the front yard set back shall be a minimum of 20 feet and the adjoining exterior street Building Site line set back shall be a minimum of 10 feet.

7. Unless otherwise approved by the ACC, all garages and carports must be attached to, or incorporated in and made a part of the dwelling houses. In granting deviations, the ACC will consider functional necessity and architectural desirability.

8. No fence, wall, hedge, or mass planting other than foundation planting shall be permitted to extend nearer to any street than the minimum setback line of the residence, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two (2) feet above the finished grade at the back of said retaining wall, provided, however, that no fence, wall, hedge or mass planting shall at any time, where permitted, extend higher than six (6) feet above ground. All fences, hedges, or boundary walls situated anywhere upon any residential lot or building site must be approved in writing by the ACC as to its height and design prior to construction. Fences shall be well constructed of suitable fencing materials and shall be artistic in design and shall not detract from the appearance of the dwelling house located upon the lot or building site or be offensive to the owners or occupants thereof, or detract from the appearance of the dwelling houses located on the adjacent lots or building sites. The finished side of any fence (as approved by the ACC) that is visible from neighboring property or streets shall face the neighboring property or street. The finished side of any such fence shall be a side wherein its best decorative components, finishes and textures are displayed, and wherein any supporting rails are either not exposed or are evenly divided as to exposure

8710070715

between the two fence sides. Fences constructed of wire, including woven cyclona wire types, are strictly prohibited unless individually approved by the ACC for specific purposes.

9. No trees or shrubs of any type, other than those existing at the time these restrictive covenants are filed, shall be allowed to grow in height to a point where they shall noticeably and unreasonably interfere with a view of some significance from another residence. The ACC shall be the sole judge in deciding whether the view is of some significance and whether there has been such unreasonable interference. Should the ACC determine that there is an unreasonable interference, they shall notify the owner in writing, specifying the nature of the interference, what should be done to eliminate it, and the time by which said interference must be eliminated by the owner.

10. No lines or wires for the transmission of current, cable television signals, or for telephone use shall be construed, placed or permitted thereon unless the same shall be underground or in conduit attached to a building. No house-top television, radio or other type of antenna shall be erected or placed on any residential site without the written approval of the ACC. Nor shall any rotary antenna, tower, beam or other similar device be constructed on any residential site or building without the written approval of the ACC.

C. Use Restrictions. The following use restrictions govern the property and must be adhered to:

1. Except as provided in 4.C.1.(a) below, no trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind, including day schools, nurseries, or church schools shall be conducted or carried on upon any residential Lot or Building Site, or within any building located on a residential lot or building site, nor shall any goods, equipment, vehicles (including buses, trucks and trailers of any description) or materials or supplies used in connection with any trade, service, business or personal endeavor, wherever the same may be conducted, be kept, parked, stored, dismantled, or repaired outside on any residential lot or building site or on any street within the existing property except that the ACC may, in specific cases, make exceptions to the storage of such items if screened and/or covered in a manner acceptable to the ACC, nor shall anything be done on any residential Lot or Building Site which may be or may become an annoyance or nuisance to the neighborhood. No premises shall be used for any other purpose whatsoever except for the purpose of a private dwelling or residence.

(a) The above restrictions shall not restrict the following:

(i) The use of a private office so long as related activities do not create an annoyance or nuisance to the neighborhood or the adjoining Owners. The ACC shall be the sole judge as to whether the activity creates an annoyance or nuisance.

(ii) The right of any builder of new homes in the area to use any of such homes built as a sales center for the promotion and marketing of said new homes during the Development Period. Any such sales center may be used for the Development Period of successive phases of development of neighboring property subject to the approval of the ACC.

2. No trash, garbage, ashes, or other refuse, junk vehicles, underbrush, or other unsightly growths or objects, shall be thrown, dumped or allowed to accumulate on any Lot or Building Site or public street.

8710070715

OCT 7 1987

FILED BY RCR

8710070715

Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment shall be kept in a clean and sanitary condition. All containers must be buried or screened so as not to be visible from any street or adjacent properties or residences.

3. No trailer, camper, basement, tent, shack, garage, barn, or other outbuilding or temporary structure erected or situated within the property shall at any time, be used as a residence, temporarily or permanently, nor shall any permanent building or structure be used as a residence until it is completed as to external appearance, including finished painting. The permission hereby granted to erect a permanent garage or other building prior to construction of the main dwelling house shall not be construed to permit the construction, erection, or maintenance of any building of any nature whatsoever any time, without the approval required by the ACC.

4. The streets in front of the lots shall not be used for the overnight parking of any vehicles other than private family automobiles and shall not be used for the storing of any boats, trailers, camper vehicles, trucks or other vehicles of any nature. The ACC shall have the right to establish policy, in its sole discretion, with respect to the storing of any boat, trailer, camper vehicles, trucks, or other vehicles of any nature on any residential lot or building site. The ACC may change said policy from time to time as the conditions warrant and may prohibit such storage unless the same is stored or placed in a garage or other screened area as approved by the ACC.

5. No live poultry or animals shall be permitted on said property other than songbirds, and not more than two (2) dogs and two (2) cats as household pets.

6. All mailboxes must be of a standard accepted by the U.S. Postal authorities, and must be located in those areas so designated by the ACC. Structures containing such mailboxes must be approved by the ACC.

7. No sign of any kind shall be displayed unless written approval is received from the ACC, with the exception of temporary real estate "for sale" and "for rent" signs the maximum size of which shall be two feet by three feet. The Declarant and/or builders of new homes in the area may install larger signs during the Development Period for the promotion and marketing of said new homes. Said signs shall be in good taste and shall be subject to the approval of the ACC with respect to design, location, and term of installation.

8. No exterior clothes lines are allowed that can be seen from any street or adjacent properties or residences.

9. No building or construction materials to be used for future improvements may be stored out of doors where they may be visible from any street or adjacent properties or residences. The builders of new homes may store materials in connection with the construction of new homes at locations approved by the ACC and subject to any reasonable conditions the ACC may establish for the protection, enjoyment and general welfare of the community.

10. No wood piles, for fireplace or other use, may be stored out of doors where they create, in the opinion of the ACC, an objectionable view from any street or for adjacent property owners.

11. No children's play areas, including but not limited to sand-boxes, swing sets, jungle jim sets, etc., may be installed or maintained in a manner such that they are an objectionable feature in the neighborhood or to adjoining Owners. The ACC will determine whether or not the facility is objectionable.

OCT 7 1987

FILED BY ROOM

## 5. HOMEOWNERS' ASSOCIATION

A. Membership and Voting. Every Lot Owner shall be a Member of the Summer Ridge Homeowners' Association, a Washington non-profit corporation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. All Members shall have rights and duties specified in this Declaration, the articles and bylaws of the Association.

At any meeting of the Association, each Lot Owner (including the Declarant if the Declarant shall own any lot), shall be entitled to cast one vote per each lot which is owned. Fractional voting shall not be permitted. If any Lot is owned by more than one person or other entity, then the owners thereof shall appoint one person to cast the vote pertaining to the Lot, and shall file a written statement with the Board signed by all owners of that particular lot stating that such person has been appointed to cast the vote for that Lot. If the Owners cannot agree on the appointment of one person to cast the vote for the Lot, no vote will be allowed for said Lot and the Owners will not be included in any quorum. The person appointed to cast such vote need not be a Lot owner. Any such designation once made shall be voided when the Board shall receive notice of the death or judicially declared incompetency of any Lot Owner, upon the conveyance by any Lot Owner of his interest in his Lot, or upon written notice from all owners of the subject Lot. In any situation where there is more than one Owner of a Lot, the Owners of that Lot attending any meetings of the Association may, if they act unanimously, cast a vote for that Lot. If a Lot's boundaries are modified by a Lot Line Adjustment approved by the appropriate government agencies, each new lot thus created shall be entitled to cast only one vote, and the Lot Line Adjustment shall not result in creation of fractional lots or fractional votes.

If a Building Site consists of more than one Lot, the Owner shall be entitled to one vote for each whole Lot owned. If the Building Site results in the use of fractional lots, the Owner that owns the largest square footage portion of said lot which has been divided shall cast the vote for said lot unless an Owner of a lesser portion of said Lot was specifically granted the right to vote by deed or other recorded conveyance.

Voting at any meeting of the Association may be in person or by proxy, provided that such proxy is in writing and signed by the Lot Owner and filed with the Board in advance of the meeting at which such vote is taken. The voting rights of any member may be suspended as provided in the Declaration, or the articles or bylaws of the Association.

B. Articles and Bylaws. The Association shall be governed by its articles and bylaws, which instruments may be amended in accordance with their respective terms and conditions.

C. Initial Board of Directors. The members of the Initial Board shall be appointed by the Declarant and shall serve until the termination of the Development Period. Prior to the transfer of the management and administration of the Summer Ridge Homeowners' Association from the Initial Board to the first Board elected following the end of the Development Period, if any member of the Initial Board is no longer alive, or becomes incompetent or resigns or if the Declarant desires to replace or remove any such member, then the Declarant shall have the right and power to do so and to appoint a successor who shall serve until the Initial Board transfers responsibility for management and administration of the Summer Ridge Homeowners' Association to the first Board elected following the end of the Development Period. Except as specifically provided herein to the contrary, during such time as the Declarant's appointees compose the Initial Board, such appointees shall have the right to exercise all powers and perform all functions of the Board.

8710070715

as authorized and provided in this declaration, the articles of incorporation and bylaws of the Association. The Initial Board shall serve without compensation.

This Declaration and/or the articles of incorporation and/or the bylaws of the Association shall not be amended, modified or superceded without the express written consent of the Declarant until management and administration of the Summer Ridge Homeowners' Association is transferred from the Initial Board to the first Board of directors following the end of the Development Period.

## 6. ASSESSMENTS

A. Lien for Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed or real estate contract therefor, whether or not it shall be so expressed in such deed or real estate contract, is deemed to covenant and agree to pay to the Association:

1. Annual assessments or charges; and
2. Special assessments for improvements.

The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment became due. The personal obligation for delinquent assessment shall not pass to successors in title unless expressly assumed by such successors.

B. 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 Areas and Improvements.

C. Annual Assessments. The Board may fix an annual assessment for the operation and maintenance of the Association and for the purpose of providing revenues to fulfill the assessment purpose stated herein.

D. 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 or reconstruction of a capital improvement upon the Common Areas and Improvements, including fixtures and personal property related thereto, provided that with respect to any new capital improvements such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for the purpose of considering a special assessment. Assessments with respect to the repair or maintenance of existing capital improvements shall be decided by the Board of Directors of the Association and shall not be subject to the two-thirds (2/3) ratification procedure discussed above. A special assessment applicable to one year only may provide for a payment schedule extending beyond that one year to allow the Association to finance any such capital expenditure.

E. Notice and Quorum for Special Assessment Meeting. Written notice of any meeting called for the purpose of making a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of such meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast 60% of all the votes of the

8710070715

OCT 7 1987

FILED BY TICOR

Members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, 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.

F. 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.

G. Commencement of Annual Assessments. 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 Areas and Improvements to the Association. The Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board. 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 had been paid. A properly executed certificate of the Association as to the status of the assessments on a Lot is binding upon the Association as of the date of its issuance.

H. Effect of Nonpayment of Assessments; Remedies. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate set by the Association. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots. No Owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Areas and Improvements or by abandonment of his or her Lot or Lots.

I. Subordination of 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 became due prior to such sale or transfer. No sale or transfer shall release such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

#### 7. ENFORCEMENT

Provisions of this Declaration are declared to create mutual, equitable covenants and servitudes for the benefit of the Declarant, each Owner of a Lot or Building Site subject to said covenants, and their successors in interest. Enforcement of these covenants, conditions and restrictions may be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction, and said action may be brought either to restrain violation and/or to recover damages. Failure of the Declarant, the ACC or any Owner to enforce any covenant, restriction or exercise any rights herein contained shall in no event be deemed a waiver of the right to do so thereafter. All costs incurred in enforcement shall be at the expense of the violator or violators, including a reasonable attorneys' fee.

#### 8. ADDITIONAL PROPERTY

The Declarant hereby reserves for itself, its successors or assigns, the right, but not the obligation, to include additional adjacent properties within the auspices of the Association and to grant to the Lot Owners of any such

8710070715



additional adjacent properties all rights and benefits to which Members of the Association are entitled. The Declarant hereby reserves for itself, its successors or assigns, the right to develop said additional adjacent properties without subjecting them to the terms and provisions of this Declaration. The intent of this provision is to allow the Declarant the option to create one Homeowners' Association for all phases of the Summer Ridge project. Thus, Lot Owners of additional adjacent property may become Members of the Association even though they are subject to a declaration of covenants, conditions, restrictions and easements which differs from this Declaration.

Each Lot Owner hereby consents to the inclusion of additional property entitled to membership in the Association at any time from the date on which this Declaration is recorded with the King County Recorder. Each Lot Owner hereby appoints and constitutes the Declarant as his attorney-in-fact to accomplish the amendment of the Association's Articles and Bylaws to add such additional properties. Each Lot Owner further agrees that the Declarant, as attorney-in-fact for each Lot Owner, shall have the authority to file such amendments to this Declaration and/or record additional Declarations as the Declarant may reasonably deem appropriate to include such additional properties within the auspices of the Association. If the Declarant adds additional properties to the Association, at the time at which any additional properties are added to the Association, the Common Areas and Improvements included in such property shall be combined with the Common Areas and Improvements existing in the Association prior to such addition or additions. The Common Areas and Improvements shall then be burdened by easements in favor of the Lot Owners of the originally described Property and in favor of the Lot Owners of any additional properties, and shall be benefitted by an obligation of the Lot Owners of the originally described Property and the Lot Owners of any additional properties to pay a portion of the cost of maintenance of the Common Areas and Improvements. Until such additional adjacent properties shall be subjected to the Association, the property shall not be governed by the Association. This Declaration shall not give the Association or any Lot Owners any right in said adjacent properties until said adjacent properties are subjected to the Association.

Nothing contained in this Declaration shall be construed to require the Declarant to include any additional properties.

#### 9. DEVELOPMENT PERIOD

The Development Period shall mean that period of time from the date of recording this Declaration until two years after the date when 90% of the lots entitled to membership in the Association have had improvements constructed on them and have been sold. A sold home shall be evidenced by the recording of a deed or real estate contract with the King County Recorder. Lots entitled to membership shall consist of lots included in this Declaration and lots included in the Association under the provision for additional adjacent property.

Notwithstanding the foregoing, the Declarant, at its option, may elect to terminate the Development Period at any time after twenty (20) lots have had improvements constructed on them and have been sold. Upon termination of the Development Period, either as a result of the sale of the required number of improved lots or the election of the Declarant, the Declarant shall record with the King County Recorder a Declaration of Termination of Development Period referencing the Declaration and stating that the Development Period is terminated, and the Development Period shall terminate with the recording of said document.

Not less than ten (10) no more than thirty (30) days prior to the recording of the Declaration of Termination of Development Period, the Declarant shall

8710070715

give written notice of the termination of the Development Period to the Owner of each Lot. If there shall be more than one Owner of any Lot, notice to anyone of said Owners of any Lot shall be sufficient. The notices shall be transmitted by regular mail, postage prepaid, addressed to the Owner at the last mailing address provided to the Declarant. If no mailing address has been provided to the Declarant, then said notice shall be addressed to the mailing address of the Lot. Notices shall be deemed given when deposited in the United States Mail, postage prepaid, addressed as herein indicated.

Said Notice of Termination of Development Period shall specify the date when the Development Period will terminate, and shall further notify the Lot Owners of the date, place and time at which the first annual meeting of the Association will be held. The notice shall specify that the purpose of the Association meeting is to elect new officers and a Board of Directors of the Association. The board 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 and it shall thereafter be the responsibility of the Lot Owners to provide for the operation of the Association.

The Declarant hereby reserves for itself, its successors or assigns, during the Development Period, all of the rights, powers, and functions of the Association, or the Board of Directors thereof, which shall be exercised and/or performed by the Declarant. The Declarant shall appoint the Initial Board of Directors who shall exercise the aforesaid rights during the Development Period.

**10. SEVERABILITY**

The invalidation of any one of the covenants contained in this Declaration by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

**11. FHA/VA APPROVALS**

As long as the Development Period exists for the Declarant, the following actions will require prior approval of the Veterans Administration or the Federal Housing Administration:

- A. Annexation of additional properties to this Declaration;
- B. Dedication of common property, and
- C. Amendment of this Declaration.

**12. PLAT DEDICATION**

The recorded plat contains the following provision:

The undersigned owners of the land hereby subdivided waive for themselves, their heirs and assigns and any person or entity deriving title from the undersigned, any and all claims for damages against King County, its successors and assigns which may be occasioned by the establishment, construction, or maintenance of roads and/or drainage systems within this subdivision other than claims resulting from inadequate maintenance by King County.

Further, the undersigned owners of the land hereby subdivided agree for themselves, their heirs and assigns to indemnify and hold King County, its successors and assigns, harmless from any damage, including any costs of defense, claimed by persons within or without this subdivision to have been caused by alterations of the ground surface, vegetation, drainage, or surface or subsurface water flows within this subdivision or by establishment, construction or maintenance of the roads within this subdivision. Provided, this waiver and indemnification shall not be construed as releasing King County, its successors and assigns, from liability for damages, including the cost of defense, resulting in whole or in part from the negligence of King County, its successors or assigns.

8710070715

DATED this 30th day of September, 1987.

Declarant:

Loxier Homes Corporation

BY David W. Losier, Jr.  
Its President

STATE OF WASHINGTON )  
                                  ) ss.  
COUNTY OF KING )

On September 30th, 1987, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared David W. Losier, Jr., to be known to be the President of Loxier Homes Corporation, the corporation that executed the foregoing instrument, and acknowledge the said instrument to be free and voluntary act and deed of said corporation, for uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

8710070715



Notary Public in and for the State of  
Washington, residing at ISSAQUAH  
My commission expires 7-31-88

OCT 7 1987

FILED BY TCR

# SUMMER RIDGE DIV. NO. 4

S 1/2 SEC. 22, TWP 25 N, RGE. 6 E., W.M.  
KING COUNTY, WASHINGTON

8709250955

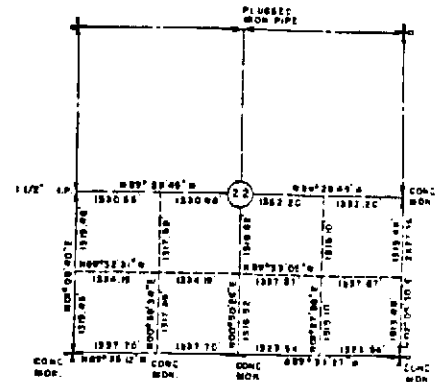
138 / 70-73

### LEGEND

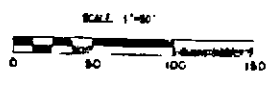
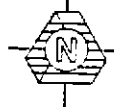
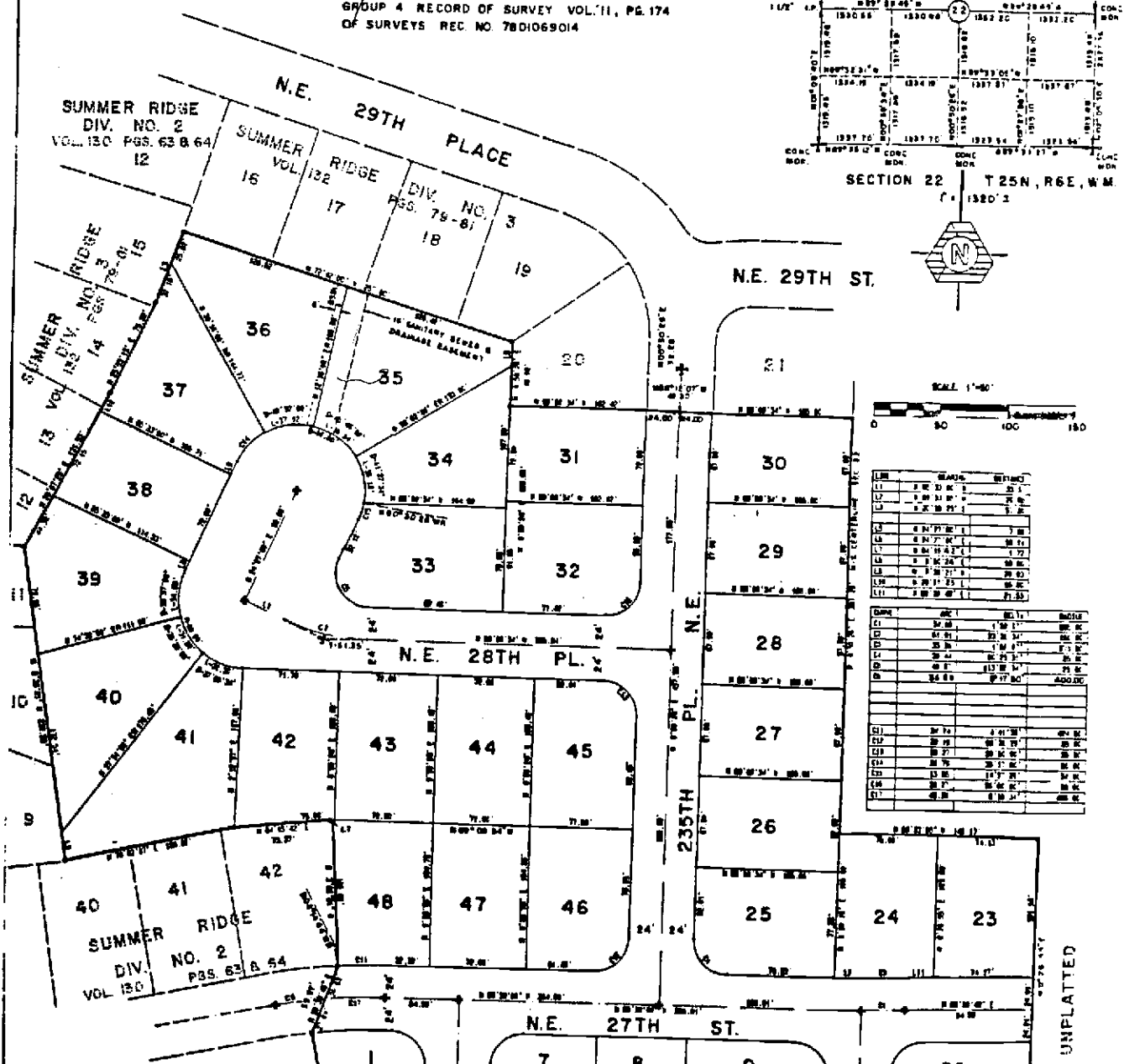
- BSBL BUILDING SETBACK LINE
- + SET MON & CASE
- + EXISTING MON & CASE
- SET REBAR W/CAP "TRIAD 18094"
- EXISTING REBAR W/CAP "TRIAD 18094"

### BASIS OF BEARING

SUMMER RIDGE DIV. NO. 1, 2, 3 AND 5 AND  
GROUP 4 RECORD OF SURVEY VOL. 11, PG. 174  
OF SURVEYS REC NO 7801069014



SECTION 22 T 25N, R 6E, W.M.  
1820' 3



LINE	BEARING	DIST.	AREA
L1	S 89° 30' 00" W	100.00	100.00
L2	S 89° 30' 00" W	100.00	100.00
L3	S 89° 30' 00" W	100.00	100.00
L4	S 89° 30' 00" W	100.00	100.00
L5	S 89° 30' 00" W	100.00	100.00
L6	S 89° 30' 00" W	100.00	100.00
L7	S 89° 30' 00" W	100.00	100.00
L8	S 89° 30' 00" W	100.00	100.00
L9	S 89° 30' 00" W	100.00	100.00
L10	S 89° 30' 00" W	100.00	100.00
L11	S 89° 30' 00" W	100.00	100.00

LINE	BEARING	DIST.	AREA
C1	S 89° 30' 00" W	100.00	100.00
C2	S 89° 30' 00" W	100.00	100.00
C3	S 89° 30' 00" W	100.00	100.00
C4	S 89° 30' 00" W	100.00	100.00
C5	S 89° 30' 00" W	100.00	100.00
C6	S 89° 30' 00" W	100.00	100.00
C7	S 89° 30' 00" W	100.00	100.00
C8	S 89° 30' 00" W	100.00	100.00
C9	S 89° 30' 00" W	100.00	100.00
C10	S 89° 30' 00" W	100.00	100.00
C11	S 89° 30' 00" W	100.00	100.00
C12	S 89° 30' 00" W	100.00	100.00
C13	S 89° 30' 00" W	100.00	100.00
C14	S 89° 30' 00" W	100.00	100.00
C15	S 89° 30' 00" W	100.00	100.00
C16	S 89° 30' 00" W	100.00	100.00
C17	S 89° 30' 00" W	100.00	100.00
C18	S 89° 30' 00" W	100.00	100.00
C19	S 89° 30' 00" W	100.00	100.00
C20	S 89° 30' 00" W	100.00	100.00

BALD FILE NO. 285-1  
TRIAD ASSOCIATES KIRKLAND, WA JOB NO 86-284

SEE SHEET 3 OF 4  
SHEET 4 OF 4 SHEETS

UNPLATTED

# SUMMER RIDGE DIV. NO. 4

S 1/2 SEC. 22, TWP. 25 N, RGE. 6 E., W.M.  
KING COUNTY, WASHINGTON

8709280958

138 / 70-73

### DEDICATION

AND, AT TEST BY THESE PRESENTS that we, the undersigned owners of interest in the land hereon subdivided, hereby declare this plat to be the graphic representation of the subdivision made hereby, and do dedicate to the use of the public forever all streets and avenues not shown as private hereon and dedicate the use thereof for all public purposes not inconsistent with the use thereof for public highway purposes, and also the right to have all necessary slopes for cuts and fills upon the lots shown thereon in the original plat, and the easements and tracts shown on this plat for all public purposes as indicated thereon, including but not limited to parks, open spaces, utilities and drainage systems, unless such easements or tracts are specifically identified on this plat as being dedicated or conveyed to a person or entity other than the public.

Further, the undersigned owners of the land hereby subdivided waive for themselves, their heirs and assigns and any person or entity deriving title from the undersigned, any and all claims for damages against King County, its successors and assigns which may be occasioned by the establishment, construction, or maintenance of roads and/or drainage systems within this subdivision other than claims resulting from inadequate maintenance by King County.

Further, the undersigned owners of the land hereby subdivided agree for themselves, their heirs and assigns to indemnify and hold King County, its successors and assigns, harmless from any damage, including any costs of defense, claimed by persons within or without this subdivision to have been caused by alterations of the ground surface, vegetation, drainage, or surface or subsurface water flows within this subdivision or by establishment, construction or maintenance of the roads within this subdivision. Provided, this waiver and indemnification shall not be construed as releasing King County, its successors or assigns, from liability for damages, including the cost of defense, resulting in whole or in part from the negligence of King County, its successors or assigns.

IN WITNESS WHEREOF we set our hands and seals

LEZIER HOMES CORPORATION, a Washington Corporation

By: David W. Lurier Its PRESIDENT  
By: \_\_\_\_\_ Its \_\_\_\_\_

### ACKNOWLEDGEMENT

State of Washington

County of King

I certify that I know or have satisfactory evidence that DAVID W. LURIER, JR. signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the PRESIDENT of LEZIER HOMES CORPORATION to be the free and voluntary act of such party, for the uses and purposes mentioned in the instrument.

Dated 9-21-87

Lee Ann Schermerhorn  
(Signature of notary public)

TITLE: LEE ANN SCHERMERHORN

My appointment expires 3/31/88

### LAND SURVEYOR'S CERTIFICATE

I hereby certify that this plat of Summer Ridge Div. No. 4 is based upon an actual survey and subdivision of Section 22, Township 25 North, Range 6 East W.M., that the courses and distances are shown correctly thereon; that the monuments will be set and the lot and block corners will be staked correctly on the ground as construction is completed and that I have fully complied with the provisions of the platting regulations.



Walter S. Determan, Professional Land Surveyor, Certificate No. 12028

### APPROVALS

PARKS, PLANNING AND RESOURCES DEPARTMENT

Examined and approved this 18 day of September 1987

David R. Smith  
Development Engineer

Examined and approved this 22nd day of September 1987

Ray D. [Signature]  
Manager, Building & Land Development Division

KING COUNTY DEPARTMENT OF ASSESSMENTS

Examined and approved this 22 day of SEP 1987

Patricia Rippen King County Assessor  
[Signature] Deputy King County Assessor

Account Number: \_\_\_\_\_

KING COUNTY COUNCIL

Examined and approved this 22 day of September 1987

[Signature] Chairman, King County Council  
[Signature] Clerk of the Council

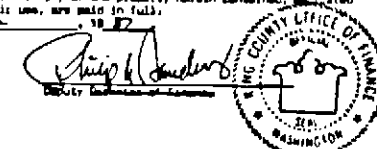
### FINANCE DIRECTOR'S CERTIFICATE

I hereby certify that all property taxes are paid, that there are no delinquent special assessments certified to this office for collection and that all special assessments certified to this office for collection on any of the property herein contained, designated as streets, alleys or for other public use, are paid in full.

This 22 day of September 1987

OFFICE OF FINANCE

[Signature]  
Director of Finance



### RECORDING CERTIFICATE

Filed for record at the request of King County Council) this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ at \_\_\_\_\_ minutes past \_\_\_\_\_ A, and recorded in Volume \_\_\_\_\_ of State, page \_\_\_\_\_, records of King County, Washington.

DIVISION OF RECORDS & ELECTIONS

Manager: \_\_\_\_\_

Superintendent of Records: \_\_\_\_\_

all pages  
Thanks

FILE NO 285-1

SHEET 1 OF 4 SHEETS

# SUMMER RIDGE DIV. NO. 4

S 1/2 SEC. 22, TWP. 25 N, RGE. 6 E., W.M.  
KING COUNTY, WASHINGTON

6708250956

138 / 70-73

## LEGAL DESCRIPTION

That portion of the south half of Section 22, Township 25 North, Range 6 East, W.M., in King County, Washington, described as follows:

Beginning at the south quarter corner of said Section 22; thence North 89°38'12" West along the south line of said Section 22, a distance of 163.00 feet; thence North 03°45'32" East 118.57 feet; thence North 19°33'02" West 180.55 feet; thence North 07°46'00" East 230.00 feet; thence North 07°25'49" West 58.01 feet; thence North 07°32'00" East 244.77 feet to the TRUE POINT OF BEGINNING; thence South 07°32'00" West 244.77 feet; thence South 87°28'00" East 66.00 feet; thence North 07°32'00" East 105.00 feet; thence South 87°28'00" East 138.00 feet; thence South 80°58'38" East 82.00 feet; thence North 77°56'18" East 80.00 feet; thence North 59°53'38" East 124.89 feet; thence North 35°20'00" West 93.82 feet; thence North 10°15'47" West 75.00 feet; thence North 00°26'55" East 434.74 feet; thence North 89°33'05" West 149.33 feet to the east line of the southwest quarter of said Section 22; thence North 00°50'28" East along said East line 307.26 feet to the southeasterly corner of Summer Ridge Division No. 3, according to the plat recorded in volume 133 of Plats, Pages 79, 80 and 81, in King County, Washington; thence westerly and southerly along the westerly and easterly line of said Summer Ridge Division No. 3 the following 8 courses and distances:

North 89°08'34" West 105.00 feet, North 88°12'07" West 48.00 feet, North 89°08'34" West 102.82 feet, North 00°50'28" East 48.00 feet, North 72°42'00" West 257.00 feet, South 20°36'21" West 57.20 feet, South 24°53'13" West 75.58 feet, South 28°07'25" West 131.53 feet and South 04°39'21" East 232.56 feet to the north line of Summer Ridge Division No. 2, according to the plat recorded in volume 130 of Plats, Pages 63 and 64, in King County, Washington; thence easterly and southerly along the northerly and easterly line of said Summer Ridge Division No. 2 the following 8 courses and distances:

North 79°02'07" East 129.82 feet, North 84°15'47" East 73.37 feet, South 01°06'51" East 906.69 feet, South 20°35'46" West 53.67 feet, South 10°40'16" East 107.34 feet and South 88°23'00" West 55.60 feet to the northeast corner of Summer Ridge Division No. 1 according to the plat recorded in volume 126 of Plats, Pages 11 and 12, in King County, Washington; thence South 00°20'22" East along the east line thereof 204.20 feet to a point which bears North 87°26'02" West from the TRUE POINT OF BEGINNING; thence South 87°26'02" East 247.26 feet to the TRUE POINT OF BEGINNING.

## EASEMENT PROVISIONS

An easement is hereby reserved for and granted to PACIFIC BOND POWER AND LIGHT COMPANY, WASHINGTON NATURAL GAS COMPANY, GENERAL TELEPHONE COMPANY OF THE NORTHWEST, INC., N.E. LAKE SAMMAMISH WATER AND SEWER DISTRICT, a CABLE T.V. COMPANY, and their respective successors and assigns, under and upon the exterior 7 feet, parallel with and adjoining the street frontage of all lots and tracts in which to install, lay, construct, frame, operate and maintain underground conduits, cables, pipelines, and wires with necessary facilities and other equipment for the purpose of service to this subdivision and other property with electric, telephone, gas, radio T.V. service, sewer and water, together with the right to enter upon the lots at all times for the purpose stated.

Also, all lots shall be subject to an easement 2.5 feet in width, parallel with and adjacent to all side lot lines and 5 feet in width, parallel with and adjacent to all rear lot lines for purposes of utilities and drainage.

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 upon any lot outside the buildings thereon unless the same shall be underground or in conduit attached to the building.

An easement is hereby reserved for and granted to N.E. Lake Sammamish Water and Sewer District under and upon the easements shown on the plat and described herein as "water easement" or "sewer easement" 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 easements at all times for the purpose stated. Structures shall not be constructed upon any area reserved for these easements.

## RESTRICTIONS

No lot or portion of a lot in this plat shall be divided and sold or leased or otherwise changed or transferred whereby the ownership of any portion of this plat shall be less than the area required for the use district in which located.

## COVENANTS

All lots within this plat are subject to the covenants recorded the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, under recording number \_\_\_\_\_ records of King County, Washington.

## GENERAL NOTES

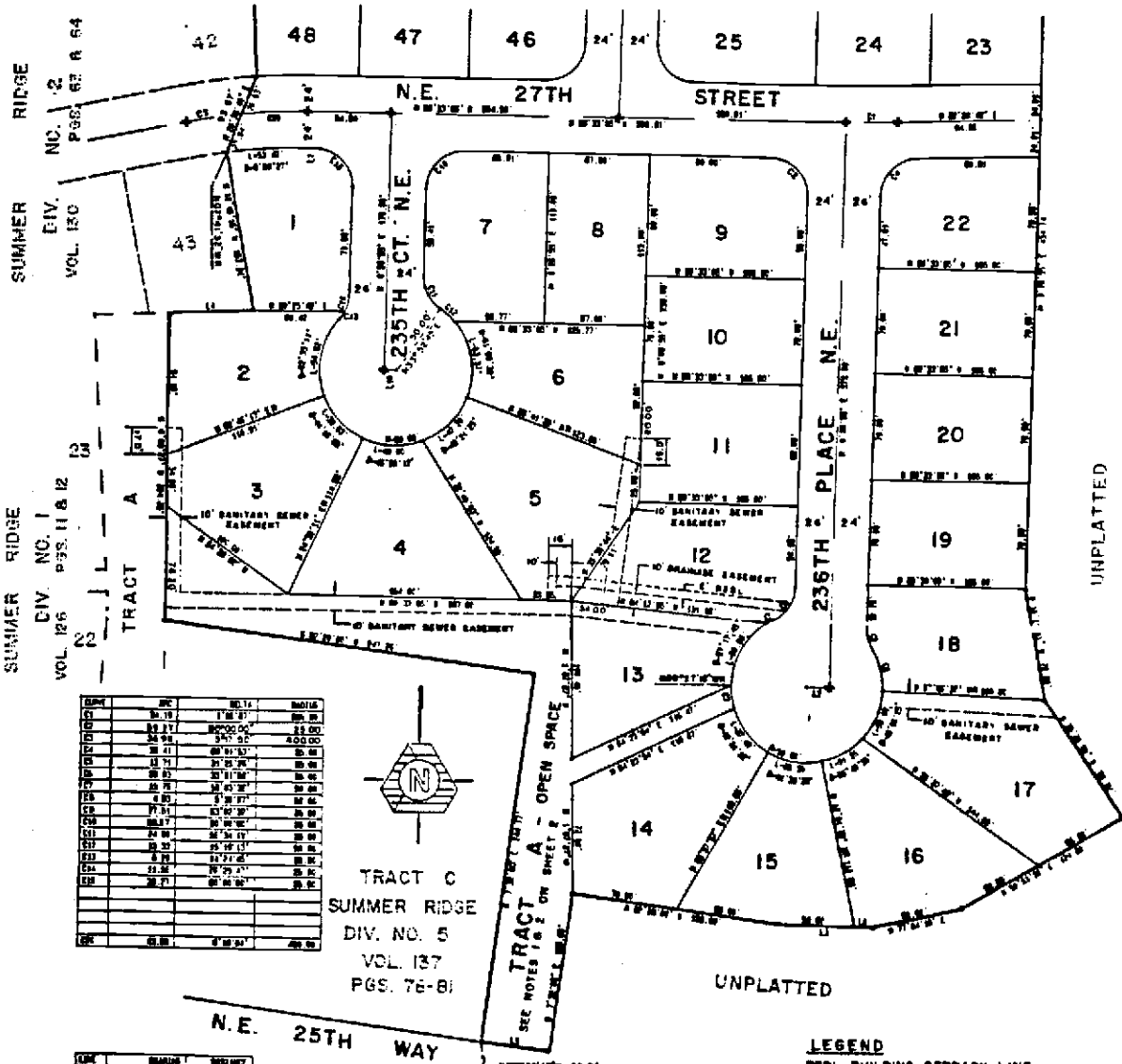
1. TRACT "A" OPEN SPACE SHALL BE OWNED AND MAINTAINED BY THE SUMMER RIDGE HOMEOWNERS ASSOCIATION.
2. TRACT "A" PERMANENT OPEN SPACE: AS A REQUIREMENT FOR APPROVAL, THIS TRACT IS SET ASIDE AND RESERVED FOR PERMANENT OPEN SPACE AND RECREATIONAL USE FOR THE BENEFIT OF THE PRESENT AND FUTURE LOTS OF THIS SUBDIVISION AS AUTHORIZED BY ORDINANCE NO. 7612. AS A CONDITION OF APPROVAL, THE UNDERSIGNED (OWNERS) OF INTEREST IN LAKE WENATCHI SUBDIVISION DO GRANT AND CONVEY A PERPETUAL EASEMENT IN TRACT "A" FOR USE AND BENEFIT OF ALL PRESENT AND FUTURE OWNERS OF THE LOTS OF THIS SUBDIVISION AUTHORIZED BY ORDINANCE NO. 7612. EXCEPT AS SHOWN ON THE PLAT, NO BUILDING SHALL BE PLACED ON TRACT "A" AND SAID TRACT SHALL NOT BE FURTHER SUBDIVIDED OR USED FOR FINANCIAL GAIN.
3. LOTS 7-8 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE ADJUTING PLANTER ISLAND IN 235TH COURT N.E.
4. LOTS 13-17 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE ADJUTING PLANTER ISLAND IN 236TH PLACE N.E.
5. LOTS 33-41 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE ADJUTING PLANTER ISLAND IN THE 244-DE-SAC.
6. ALL BUILDING DEMANDS AND FOOTING DRAINS SHALL BE CONNECTED TO THE STORM DRAINAGE SYSTEM UNLESS OTHERWISE APPROVED BY THE DEPARTMENT OF PUBLIC WORKS.
7. PROPERTY IS SUBJECT TO AN EASEMENT FOR UNDERGROUND ELECTRIC SYSTEM OVER A RIGHT-OF-WAY TEN FEET IN WIDTH HAVING 5 FEET OF SUCH WIDTH ON EACH SIDE OF THE CENTER LINE OF DRIVEWAY'S FACILITIES AS CONSTRUCTED OR TO BE CONSTRUCTED, EXTENDED OR MAINTAINED LYING WITHIN SAID PROPERTY AND OR OTHER PROPERTY. SEE INSTRUMENT RECORDED UNDER KING COUNTY RECORDING NO. 680910242.
8. STRUCTURES, FILL, OR OBSTRUCTIONS (INCLUDING BUT NOT LIMITED TO DECKS, PATIOS, OUTBUILDINGS, OR OVERHANGS) SHALL NOT BE PERMITTED BEYOND THE BUILDING SETBACK LINE OR WITHIN DRAINAGE EASEMENTS. ADDITIONAL GRADING AND CONSTRUCTION OF FENCING SHALL NOT BE ALLOWED WITHIN THE DRAINAGE EASEMENTS UNLESS OTHERWISE APPROVED BY KING COUNTY DEPARTMENT OF PUBLIC WORKS.

# SUMMER RIDGE DIV. NO. 4

S 1/2 SEC. 22, TWP. 25 N., RGE. 6 E., W.M.  
KING COUNTY, WASHINGTON

6709280955  
138 / 70-73

SEE SHEET 4 OF 4

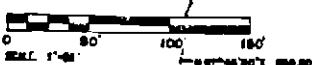


SUMMER RIDGE DIV. NO. 2  
PGS. 62 & 64

SUMMER RIDGE DIV. NO. 1  
PGS. 11 & 12

NO.	AREA	PERCENT	AREA	PERCENT
1	10.10	1.21	10.10	1.21
2	10.10	1.21	10.10	1.21
3	10.10	1.21	10.10	1.21
4	10.10	1.21	10.10	1.21
5	10.10	1.21	10.10	1.21
6	10.10	1.21	10.10	1.21
7	10.10	1.21	10.10	1.21
8	10.10	1.21	10.10	1.21
9	10.10	1.21	10.10	1.21
10	10.10	1.21	10.10	1.21
11	10.10	1.21	10.10	1.21
12	10.10	1.21	10.10	1.21
13	10.10	1.21	10.10	1.21
14	10.10	1.21	10.10	1.21
15	10.10	1.21	10.10	1.21
16	10.10	1.21	10.10	1.21
17	10.10	1.21	10.10	1.21
18	10.10	1.21	10.10	1.21
19	10.10	1.21	10.10	1.21
20	10.10	1.21	10.10	1.21
21	10.10	1.21	10.10	1.21
22	10.10	1.21	10.10	1.21

TRACT C  
SUMMER RIDGE  
DIV. NO. 5  
VOL. 137  
PGS. 76-81



- LEGEND**
- BUILDING SETBACK LINE
  - + SET MON. & CASE
  - EXISTING MON. & CASE
  - SET REBAR W/CAP "TRIAD 18094"
  - EXISTING REBAR W/CAP "TRIAD 18094"

**BASIS OF BEARING-**  
SUMMER RIDGE DIV. NO. 1, 2, 3 AND 5 AND  
GROUP 4 RECORD OF SURVEY VOL. 11, PG. 174  
OF SURVEYS REC. NO. 780106804

FIRST AMENDMENT

TO

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS OF SUMMER RIDGE DIVISION

NUMBER 4

WHEREAS, Lozier Homes Corporation, a Washington Corporation, filed a "Declaration of Covenants, Conditions, Restrictions and Easements" effecting certain real property described as

Lots 1 through 48 of Summer Ridge Division Number 4, according to the Plat recorded in Volume 138 of Plats, pages 70-73, in King County, Washington,

which Declaration was recorded October 7, 1987, under King County Recording No. 8710070715, and

WHEREAS, the undersigned are the owners of more than 70% of the lots in Summer Ridge Number 4 and desire to amend certain provision of the Declaration;

NOW THEREFORE, the undersigned hereby adopt the following amendment to the Declaration:

Provision 6. J. is added as follows:

6. ASSESSMENTS

J. Electricity and Street Lighting Service. The Developer has paid for the cost of installing a street lighting system within the plat which benefits directly or indirectly all lots in the plat and has requested Northeast Sammamish Sewer and Water District of King County, Washington, ("District") to provide electricity therefore from Puget Power. Upon formation of a street lighting system within the plat for such purpose the District will provide electricity to the system and will charge each lot owner a monthly charge therefore, and each lot owner within the District shall pay the same when due. Unpaid charges for said electricity shall be a lien upon the lot or lots benefiting directly or indirectly from such service and may be collected in accordance with RCW 57.08.060(4), and or as may be provided for the collection of fees and charges set forth herein, at the District's election.

In witness hereof, the undersigned have set their hands and seals this 23<sup>rd</sup> day of September, 1988.

DECLARANT:

LOZIER HOMES CORPORATION

By David W. Lozier, Jr.  
David W. Lozier, Jr., President

RECEIVED THIS DAY

OWNER OF 70% OF LOTS:

LOZIER HOMES CORPORATION

By David W. Lozier, Jr.  
David W. Lozier, Jr., President

SEP 28 8 30 AM '88

BY THE DIVISION OF  
RECORDS & ELECTIONS  
KING COUNTY

STATE OF WASHINGTON )  
COUNTY OF KING ) ss.

On September 23

88/09/28  
RECD F  
CASHI

#0187 A

FILED FOR RECORD AT REQUEST OF  
TICOR TITLE INSURANCE CO.  
1008 WESTERN AVE., SUITE 200  
SEATTLE, WA 98104

8809280187



RECORDED  
080191

RECEIVED THIS DAY

JUN 30 1 25 11 '87  
BY THE DIVISION OF  
RECORDS & DEEDS  
KING COUNTY

87/06/30  
RECD F  
CRSHSL

#1793 E  
20.00  
\*\*\*20.00

8708030222

5786304793

After Recording Mail To:  
Lozier Homes Corporation  
12443 Bellevue-Redmond Road  
Suite H  
Bellevue, WA 98005

FILED FOR RECORD AT REQUEST OF  
TICOR TITLE INSURANCE CO.  
1008 WESTERN AVE., SUITE 200  
SEATTLE, WA 98104

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS OF SUMMER RIDGE DIVISION NUMBER 5

Table of Contents

	Page
1. EFFECT OF DECLARATIONS; TERMINATION; AMENDMENT	1
2. DEFINITIONS	1
3. EASEMENTS; RIGHTS IN COMMON AREAS AND IMPROVEMENTS	2
4. ARCHITECTURAL AND USE CONTROL	4
5. HOMEOWNERS' ASSOCIATION	10
6. ASSESSMENTS	11
7. ENFORCEMENT	12
8. ADDITIONAL PROPERTY	12
9. DEVELOPMENT PERIOD	13
10. SEVERABILITY	14
11. FHA/VA APPROVALS	14
12. PLAT DEDICATION	14

2080

AUG 3 1987 8.30

FILED BY TICOR

8708030222

8706301793

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF SUMMER RIDGE DIVISION NUMBER 5

Lozier Homes Corporation, a Washington Corporation, is the owner of certain real property in King County, Washington, commonly known as Summer Ridge Division Number 5 consisting of 19 residential lots, and legally described as:

Lots 1 through 19, Summer Ridge Division Number 5, according to the Plat recorded in Volume 137 of Plats, pages 78-81 in King County, Washington.

Said real property is hereafter referred to as the "Property" or "Properties".

Lozier Homes Corporation, as Declarant, and in furtherance of protecting the economic value, desirability of ownership, and architectural uniformity of the Properties, hereby declares that the above-described Properties are hereinafter subject to the terms, conditions and provisions of this Declaration of Covenants, Conditions, Restrictions and Easements.

1. EFFECT OF DECLARATIONS; TERMINATION; AMENDMENT

The Properties shall be held, sold and conveyed subject to the provisions, covenants, restrictions and easements contained in this Declaration. The provisions of this Declaration shall run with the land and be binding upon all parties having any right, title or interest in the Properties or any part thereof and shall benefit all persons who are or become Owners of Lots.

The provisions of this Declaration are valid and binding for a period of thirty (30) years from the date of recording this Declaration in the office of the King County Recorder, at which time said provisions shall be automatically extended for successive periods of ten (10) years each unless seventy percent (70%) or more of the Owners, by an instrument or instruments in writing, duly signed and acknowledged by them, terminates said provisions insofar as they pertain to residential Lots or Building Sites, and termination shall become effective upon the filing of such instrument of record in the office of the King County Recorder. This Declaration may not be amended without the approval of the Declarant until after termination of the Development Period as defined herein, and then only by an instrument properly executed and acknowledged by seventy percent (70%) or more of the Owners, which amendment shall be recorded in the office of the King County Recorder. For purposes of voting under this provision, Owners of lots will be entitled to one vote for each vote they are entitled to cast in the Association for a Lot which is subject to this Declaration.

2. DEFINITIONS

The following words, when used in this Declaration or any supplemental declaration (unless the context indicates otherwise) shall have the following meanings:

A. "ACC" shall mean the Architectural Control Committee as provided for and established in this Declaration.

B. "Association" shall mean the Summer Ridge Homeowners' Association, a Washington non-profit corporation.

AUG 3 1987 8.30

FILED BY TICOR

C. "Board" shall mean the Board of Directors of the Association.

D. "Building Site" shall mean a legal site for the construction of a single family residence and shall consist of at least (1) one or more residential lots as legally established by the plat of the Property; or (2) a parcel composed of only a portion of such residential Lots, the area of which parcel shall not be less than that required for the established use in the district in which it is located.

E. "Common Areas and Improvements" shall mean

(a) all the real property (including any improvements thereon) owned by the Association for the common use and enjoyment of the Owners and

(b) those landscaped areas or other community related improvements lying within the street right of way, utility tracts, or easements over building lots granted to the Association for such purposes; and which have been landscaped or have had improvements installed by the Declarant or the Association for the common beautification and enjoyment of the Properties. (Entry signs, mailbox stands, and landscaped entries, detention ponds, street islands, etc. are the type of areas and improvements included herewith.)

F. "Declarant" shall mean Lozier Homes Corporation, a Washington corporation, and its successors and assigns. The term "successors and assigns" as used in this definition does not include purchasers from the Declarant (or from its successors and assigns) of Lots.

G. "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions and Easements of Summer Ridge Division Number 5.

H. "Development Period" shall mean the period defined in paragraph 9 of this Declaration.

I. "Initial Board of Directors" shall mean the Board serving during the Development period.

J. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of (1) the Common Areas and Improvements; and (2) tracts dedicated to utility districts and government entities.

K. "Member" shall mean and refer to every person or entity that holds a membership in the Association. There shall be one membership per Lot which shall be inseparably appurtenant to each Lot.

L. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot and shall include any persons or entities purchasing a Lot pursuant to the terms of a recorded real estate contract, but said term shall exclude those having an interest in any Lot merely as security for the performance of an obligation.

M. "Property" or "Properties" shall mean the real property described herein, which is subject to this Declaration.

### 3. EASEMENTS; RIGHTS IN COMMON AREAS AND IMPROVEMENTS

A. Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, or as recorded elsewhere; and easements for the same purposes are reserved:

8706301793

8708030222

AUG 3 1987 8.30

FILED BY TICOR

87080301793  
8708030222

(1) over the front and rear five (5) feet of each Building Site; and (2) over a five (5) foot strip along each side of interior Building Site lines. Within these easements, no structure, including such items as patios, barbecues, etc., shall be placed or permitted to remain, nor shall any activity be permitted within said easements which may damage or interfere with the installation and maintenance of existing and future utilities, or which may change the direction of flow of drainage in the easement areas. A utility or drainage facility in the easement area of each Lot or Building Site shall be maintained continuously by the property Owners who require the utility or drainage facility except for those improvements for which a public authority or utility company is responsible. In the case where a utility or drainage facility has to be installed on an Owner's property in the easement areas herein defined, the cost to install the facility and to restore the Building Site to its original state prior to installation must be borne by the property Owners who require the utility or drainage facility. Any and all drainage of the ACC shall be piped to the nearest underground public storm sewer line or street gutter at the expense of the property Owner(s) who requires the drainage facility. If such an installation is required to serve more than one Lot, then the Owners of each of said Lots served shall pay for such installation and maintenance thereof in proportional amounts as established by the ACC.

**B. Lot Owner's Rights in Common Areas and Improvements.** Every Owner shall have a nonexclusive right to an easement of enjoyment in and to the Common Areas and Improvements owned by the Association and such easement shall be appurtenant to and shall be conveyed with the title to, or contract purchaser's interest in, every Lot, even though such easement is not expressly mentioned or described in the conveyance or other instrument, subject to the following restrictions:

(1) The rights of the Association to limit the number of guests of members, and to adopt rules and regulations;

(2) The right of the Association to exclusive use and management of said Common Areas and Improvements for utilities, such as pumps, pipes, wire, conduits, and other utility equipment, supplies and materials;

(3) The rights reserved to the Declarant in the Declaration;

(4) The right of the Association to charge a reasonable admission and other fees for the use of any recreational facilities situated upon the Common Areas and Improvements;

(5) The right of the Association to suspend the voting rights and right to use of the Common Areas and Improvements by any Owner for any period during which any assessment against the Owner's Lot remains unpaid; and for a period not to exceed one hundred eighty (180) days for any infraction of the published rules and regulations;

(6) The right of the Association to dedicate or transfer all or any part of the Common Areas and Improvements to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. Except as dedicated or transferred by the Declarant during the Development Period, no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer, signed by seventy-five percent (75%) of all members has been recorded in the office of the King County Recorder.

Any owner may delegate his right of enjoyment of the Common Areas and Improvements and facilities to the members of his family, his tenants and friends, subject to rules and regulations adopted by the Association.

After conveyance by the Declarant, title to the Common Areas and Improvements shall be held by the Association as trustee for the Lot Owners.

**C. Declarant's Rights in Common Areas and Improvements.**

1. **Reservation of Control.** The Declarant shall have and hereby reserves for itself, its successors and assigns, the right, during the Development Period, to utilize the Common Areas and Improvements for its business use and purposes, including but not limited to uses and purposes related to the construction, promotion and development of the Property. Such right shall include the right to dedicate, transfer or grant easements to any part of the Common Areas and Improvements to any public agency, authority or utility for purposes not inconsistent with the intended purposes of such Common Areas and Improvements. The Declarant's rights to dedicate, transfer or grant easements as referred to above shall be exercised through the Declarant's reserved rights, powers, and functions as described in paragraph 9. below (Development Period). The Declarant shall convey and quit claim the Common Areas and Improvements to the Association, free and clear of encumbrances, and the control or the management and administration of the Common Areas and Improvements shall then vest in the Association, subject to the Declarant's aforementioned rights of use.

2. **Costs.** Until such time as the Common Areas and Improvements shall be conveyed to the Association, the Declarant shall pay all costs of maintaining and operating the Common Areas and Improvements. Upon conveyance of the Common Areas and Improvements to the Association, the Association shall thereafter pay all costs of maintaining and operating the Common Areas and Improvements.

3. **Additional Common Areas and Improvements.** If additional adjacent properties shall be subjected to this Declaration, Common Areas and Improvements located therein shall, in like manner, be conveyed and quit claimed to the Association. If additional adjacent lot owners shall become members of the Association and additional Common Areas and Improvements are dedicated to the Association in connection therewith, then all rights and obligations with respect to said additional Common Areas and Improvements shall inure to the Owners of Properties herein as members of the Association. The Association shall be responsible for the management, maintenance and administration of all Common Areas and Improvements conveyed to the Association. Costs of maintaining and operating Common Areas and Improvements located in additional adjacent properties shall be covered as provided in paragraph 3.C.2 above.

**4. ARCHITECTURAL AND USE CONTROL**

**A. Architectural Control Committee; Approval of Plans.**

1. **Architectural Control Committee.** There shall be an architectural control committee (ACC), with the responsibility and authority to approve or disapprove modifications to the Property, to approve the construction of improvements on the Property, and to enforce the terms and conditions of this Declaration as they relate to architectural and use control.

The ACC shall consist of three (3) members.

The members of the ACC during the Development period shall be appointed by the Declarant and shall serve until the end of the Development Period.

8706301793

8708030222

8706301793  
8708030222

At the first annual meeting following the end of the Development Period, the members of the Association shall elect three (3) members to the ACC, whose member terms shall be one year. At each annual meeting of the Association thereafter, new members of the ACC shall be elected. Each member present at an annual meeting may cast one (1) vote each for three (3) separate candidates for the ACC. Those three (3) candidates with the highest vote tallies shall constitute the new ACC.

In the case of the death, disability or resignation of any member or members of the ACC, the surviving or remaining member or members shall have full authority to designate a successor or successors.

The ACC shall have the authority in any individual case to make such exceptions to the building restrictions and requirements set forth herein as said committee shall, in its uncontrolled discretion deem necessary or advisable.

If additional Properties are made subject to this Declaration, pursuant to the terms hereof, a separate ACC may be appointed for each annexed phase of the overall development.

If additional properties, subject to their own declaration of covenants, conditions and restrictions should become members of the Association as set forth under paragraph 8. herein, the Association may, where practical, combine the Architectural Control Committees created by said separate declarations. The Board of Directors of the Association shall make the decision whether the ACC should be combined with respect to any or all of the additional properties having become subject to the Association. In the event any two or more such ACCs are combined, each property shall continue to be governed with respect to its own declaration of covenants, conditions and restrictions. If, additional properties, subject to their own declaration of covenants, conditions and restrictions, become members of the Association, then the interpretation and policies adopted with respect to those identical conditions and restrictions contained in the separate declarations of covenants, conditions and restrictions shall be the same; and where any dispute may occur, the Board of Directors of the Association shall decide on the common interpretation or policy to be applied. In the event of either combined and/or individual ACCs, the vote for each ACC shall be restricted to the properties for which said ACC is responsible.

2. Approval of Plans. All buildings and structures, including concrete or masonry walls, rockeries, fences, swimming pools, or other structures to be constructed or modified within the Property shall be approved by the ACC. Complete plans and specifications of all proposed buildings, structures and exterior alterations, together with detailed plans showing the proposed location and elevation of the same on the particular Building Site, shall be submitted to the ACC before construction or alteration is started, and such construction and alteration shall not be started until written approval thereof is given by the ACC.

The ACC will review submittals as to the quality of workmanship and materials planned and for conformity and harmony of the external design with existing structures on the said Building Sites, and as to location of the building with respect to topography, finished grade elevation and building set back restrictions.

In the event the ACC fails to approve or disapprove such plans and specifications within thirty (30) days after said plans and specifications have been delivered to it, such approval will not be required.

All plans and specifications for approval by the ACC must be submitted at least ten (10) days prior to the proposed construction starting date. Two

8706301793  
8708030222

complete sets of said plans and specifications shall, in each case, be delivered to the ACC. Said plans and specifications shall be prepared by an architect or a competent house-designer approved by the ACC. All buildings or structures shall be erected or constructed by a contractor or house builder approved in writing by the ACC. The maximum height of any residence may be established by the ACC as part of the plan approval and given in writing together with the approval. One set of approved plans shall be retained by the ACC and the other returned to the party submitting them.

As to all improvements, constructions and alterations within the Property, the ACC shall have the right to refuse to approve any design, plan or color for such improvement, construction or alteration which is not suitable or desirable, in the ACC's opinion, for any reason, aesthetic or otherwise, and in so passing upon such design, the ACC shall have the right to take into consideration the suitability of the proposed building or other structure, and the material of which it is to be built, and the exterior color scheme, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect or impairment that said structures will have on the view or outlook of surrounding building sites, and any and all factors, which in the ACC's opinion shall effect the desirability or suitability of such proposed structure, improvements or alterations.

The ACC shall have the right to disapprove the design or installation of a swimming pool or any other recreational structure or equipment which is not suitable or desirable, in the ACC's opinion, for any reason, aesthetic or otherwise, and in so passing upon such design or proposed installation, the ACC shall have the right to take into consideration the visual impact of the structure and the noise impact of the related activities upon all of the Properties located in the close proximity. Any enclosure or cover used in connection with such a recreational structure or equipment, whether temporary, collapsible, seasonal or whatever, shall be treated as a permanent structure for the purposes of these covenants and shall be subject to all the conditions, restrictions and requirements as set forth herein for all buildings and structures.

**B. Building and Landscaping Requirements and Restrictions.** The following building and landscaping restrictions govern the Property and must be adhered to:

1. Any dwelling or structure erected or placed on any Lot or Building Site shall be completed as to external appearance, including finished painting, within eight (8) months after date of commencement of construction and shall be connected to an acceptable sewage disposal facility. All front yards and landscaping must be completed within six (6) months from the date of completion of the Building or structure constructed thereon. In the event of undue hardship due to weather conditions, an extension of time may be granted upon prior written approval of the ACC.

2. No building or structure shall be erected, constructed or maintained or permitted upon such residential lots, except upon a Building Site as herein defined.

3. No building or structure shall be erected, constructed, maintained or permitted upon a Building Site other than one detached single family dwelling for single family occupancy only, not to exceed two (2) stories in height, plus basement and a private garage or carport for not more than three (3) standard sized automobiles.

4. No dwelling shall be permitted on any Lot or Building Site at a purchaser's cost of less than \$90,000.00 including land value and sales tax, based upon cost levels prevailing on the date these covenants are recorded,

AUG 3 1987 8.30

FILED BY TICOR

8706301793  
8708030222

It being the intent and purpose of this covenant to assure that all dwellings shall be of quality workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size.

5. All houses to be built are subject to the following square footage minimums:

(a) All ramblers are to have a minimum of 1300 square feet of main floor area, exclusive of basement areas, garage and porches.

(b) All tri-level type homes shall have a minimum of 1400 square feet of total floor area exclusive of garage and porches and not less than 1100 square feet exclusive of basement level areas as well.

(c) All two-story type homes shall have a minimum of 1450 square feet of total floor area exclusive of basement areas, garage and porches.

(d) All split-entry type homes shall have a minimum of 1750 square feet of total floor area, exclusive of garage and porches, and not less than 1150 square feet exclusive of basement level areas as well.

These square footage minimums are meant to be guidelines to be used in conjunction with the dollar value standards set in paragraph B.4. above. The ACC may make exceptions to these guidelines so long as the effect is not unreasonable or inconsistent with the interest of these covenants.

6. No dwelling house or garage or any part thereof, or any other structure (exclusive of fences and similar structures) shall be placed on any Lot or Building Site nearer than 20 feet to the front Building Site line, nor nearer than 5 feet to any side of Building Site line, nor nearer than 20 feet to any rear Building Site line unless otherwise approved by the ACC. In the case of corner Building Sites, the front yard set back shall be a minimum of 20 feet and the adjoining exterior street Building Site line set back shall be a minimum of 10 feet.

7. Unless otherwise approved by the ACC, all garages and carports must be attached to, or incorporated in and made a part of the dwelling houses. In granting deviations, the ACC will consider functional necessity and architectural desirability.

8. No fence, wall, hedge, or mass planting other than foundation planting shall be permitted to extend nearer to any street than the minimum setback line of the residence, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two (2) feet above the finished grade at the back of said retaining wall, provided, however, that no fence, wall, hedge or mass planting shall at any time, where permitted, extend higher than six (6) feet above ground. All fences, hedges, or boundary walls situated anywhere upon any residential lot or building site must be approved in writing by the ACC as to its height and design prior to construction. Fences shall be well constructed of suitable fencing materials and shall be artistic in design and shall not detract from the appearance of the dwelling house located upon the lot or building site or be offensive to the owners or occupants thereof, or detract from the appearance of the dwelling houses located on the adjacent lots or building sites. The finished side of any fence (as approved by the ACC) that is visible from neighboring property or streets shall face the neighboring property or street. The finished side of any such fence shall be a side wherein its best decorative components, finishes and textures are displayed, and wherein any supporting rails are either not exposed or are evenly divided as to exposure

AUG 3 1987 8.30

FILED BY TIGOR



between the two fence sides. Fences constructed of wire, including woven cyclone wire types, are strictly prohibited unless individually approved by the ACC for specific purposes.

9. No trees or shrubs of any type, other than those existing at the time these restrictive covenants are filed, shall be allowed to grow in height to a point where they shall noticeably and unreasonably interfere with a view of some significance from another residence. The ACC shall be the sole judge in deciding whether the view is of some significance and whether there has been such unreasonable interference. Should the ACC determine that there is an unreasonable interference, they shall notify the owner in writing, specifying the nature of the interference, what should be done to eliminate it, and the time by which said interference must be eliminated by the owner.

10. No lines or wires for the transmission of current, cable television signals, or for telephone use shall be construed, placed or permitted thereon unless the same shall be underground or in conduit attached to a building. No house-top television, radio or other type of antenna shall be erected or placed on any residential site without the written approval of the ACC. Nor shall any rotary antenna, tower, beam or other similar device be constructed on any residential site or building without the written approval of the ACC.

C. Use Restrictions. The following use restrictions govern the property and must be adhered to:

1. Except as provided in 4.C.1.(a) below, no trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind, including day schools, nurseries, or church schools shall be conducted or carried on upon any residential Lot or Building Site, or within any building located on a residential lot or building site, nor shall any goods, equipment, vehicles (including buses, trucks and trailers of any description) or materials or supplies used in connection with any trade, service, business or personal endeavor, wherever the same may be conducted, be kept, parked, stored, dismantled, or repaired outside on any residential lot or building site or on any street within the existing property except that the ACC may, in specific cases, make exceptions to the storage of such items if screened and/or covered in a manner acceptable to the ACC, nor shall anything be done on any residential Lot or Building Site which may be or may become an annoyance or nuisance to the neighborhood. No premises shall be used for any other purpose whatsoever except for the purpose of a private dwelling or residence.

(a) The above restrictions shall not restrict the following:

(i) The use of a private office so long as related activities do not create an annoyance or nuisance to the neighborhood or the adjoining Owners. The ACC shall be the sole judge as to whether the activity creates an annoyance or nuisance.

(ii) The right of any builder of new homes in the area to use any of such homes built as a sales center for the promotion and marketing of said new homes during the Development Period. Any such sales center may be used for the Development Period of successive phases of development of neighboring property subject to the approval of the ACC.

2. No trash, garbage, ashes, or other refuse, junk vehicles, underbrush, or other unsightly growths or objects, shall be thrown, dumped or allowed to accumulate on any Lot or Building Site or public street.

8706301793

8708030222

AUG 3 1987 8.30

FILED BY TICOR

Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment shall be kept in a clean and sanitary condition. All containers must be buried or screened so as not to be visible from any street or adjacent properties or residences.

3. No trailer, camper, basement, tent, shack, garage, barn, or other outbuilding or temporary structure erected or situated within the property shall at any time, be used as a residence, temporarily or permanently, nor shall any permanent building or structure be used as a residence until it is completed as to external appearance, including finished painting. The permission hereby granted to erect a permanent garage or other building prior to construction of the main dwelling house shall not be construed to permit the construction, erection, or maintenance of any building of any nature whatsoever any time, without the approval required by the ACC.

4. The streets in front of the lots shall not be used for the overnight parking of any vehicles other than private family automobiles and shall not be used for the storing of any boats, trailers, camper vehicles, trucks or other vehicles of any nature. The ACC shall have the right to establish policy, in its sole discretion, with respect to the storing of any boat, trailer, camper vehicles, trucks, or other vehicles of any nature on any residential lot or building site. The ACC may change said policy from time to time as the conditions warrant and may prohibit such storage unless the same is stored or placed in a garage or other screened area as approved by the ACC.

5. No live poultry or animals shall be permitted on said property other than songbirds, and not more than two (2) dogs and two (2) cats as household pets.

6. All mailboxes must be of a standard accepted by the U.S. Postal authorities, and must be located in those areas so designated by the ACC. Structures containing such mailboxes must be approved by the ACC.

7. No sign of any kind shall be displayed unless written approval is received from the ACC, with the exception of temporary real estate "for sale" and "for rent" signs the maximum size of which shall be two feet by three feet. The Declarant and/or builders of new homes in the area may install larger signs during the Development Period for the promotion and marketing of said new homes. Said signs shall be in good taste and shall be subject to the approval of the ACC with respect to design, location, and term of installation.

8. No exterior clothes lines are allowed that can be seen from any street or adjacent properties or residences.

9. No building or construction materials to be used for future improvements may be stored out of doors where they may be visible from any street or adjacent properties or residences. The builders of new homes may store materials in connection with the construction of new homes at locations approved by the ACC and subject to any reasonable conditions the ACC may establish for the protection, enjoyment and general welfare of the community.

10. No wood piles, for fireplace or other use, may be stored out of doors where they create, in the opinion of the ACC, an objectionable view from any street or for adjacent property owners.

11. No children's play areas, including but not limited to sandboxes, swing sets, jungle jim sets, etc., may be installed or maintained in a manner such that they are an objectionable feature in the neighborhood or to adjoining Owners. The ACC will determine whether or not the facility is objectionable.

8706301793  
870630222

AUG 3 1987 8.30

FILED BY TICOR

5. HOMEOWNERS' ASSOCIATION

A. Membership and Voting. Every Lot Owner shall be a Member of the Summer Ridge Homeowners' Association, a Washington non-profit corporation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. All Members shall have rights and duties specified in this Declaration, the articles and bylaws of the Association.

At any meeting of the Association, each Lot Owner (including the Declarant if the Declarant shall own any lot), shall be entitled to cast one vote per each lot which is owned. Fractional voting shall not be permitted. If any Lot is owned by more than one person or other entity, then the owners thereof shall appoint one person to cast the vote pertaining to the Lot, and shall file a written statement with the Board signed by all owners of that particular lot stating that such person has been appointed to cast the vote for that Lot. If the Owners cannot agree on the appointment of one person to cast the vote for the Lot, no vote will be allowed for said Lot and the Owners will not be included in any quorum. The person appointed to cast such vote need not be a Lot owner. Any such designation once made shall be voided when the Board shall receive notice of the death or judicially declared incompetency of any Lot Owner, upon the conveyance by any Lot Owner of his interest in his Lot, or upon written notice from all owners of the subject Lot. In any situation where there is more than one Owner of a Lot, the Owners of that Lot attending any meetings of the Association may, if they act unanimously, cast a vote for that Lot. If a Lot's boundaries are modified by a Lot Line Adjustment approved by the appropriate government agencies, each new lot thus created shall be entitled to cast only one vote, and the Lot Line Adjustment shall not result in creation of fractional lots or fractional votes.

If a Building Site consists of more than one Lot, the Owner shall be entitled to one vote for each whole Lot owned. If the Building Site results in the use of fractional lots, the Owner that owns the largest square footage portion of said lot which has been divided shall cast the vote for said lot unless an Owner of a lesser portion of said Lot was specifically granted the right to vote by deed or other recorded conveyance.

Voting at any meeting of the Association may be in person or by proxy, provided that such proxy is in writing and signed by the Lot Owner and filed with the Board in advance of the meeting at which such vote is taken. The voting rights of any member may be suspended as provided in the Declaration, or the articles or bylaws of the Association.

B. Articles and Bylaws. The Association shall be governed by its articles and bylaws, which instruments may be amended in accordance with their respective terms and conditions.

C. Initial Board of Directors. The members of the Initial Board shall be appointed by the Declarant and shall serve until the termination of the Development Period. Prior to the transfer of the management and administration of the Summer Ridge Homeowners' Association from the Initial Board to the first Board elected following the end of the Development Period, if any member of the Initial Board is no longer alive, or becomes incompetent or resigns or if the Declarant desires to replace or remove any such member, then the Declarant shall have the right and power to do so and to appoint a successor who shall serve until the Initial Board transfers responsibility for management and administration of the Summer Ridge Homeowners' Association to the first Board elected following the end of the Development Period. Except as specifically provided herein to the contrary, during such time as the Declarant's appointees compose the Initial Board, such appointees shall have the right to exercise all powers and perform all functions of the Board

8706304793

8708030222

as authorized and provided in this declaration, the articles of incorporation and bylaws of the Association. The Initial Board shall serve without compensation.

This Declaration and/or the articles of incorporation and/or the bylaws of the Association shall not be amended, modified or superceded without the express written consent of the Declarant until management and administration of the Summer Ridge Homeowners' Association is transferred from the Initial Board to the first Board of directors following the end of the Development Period.

## 6. ASSESSMENTS

A. Lien for Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed or real estate contract therefor, whether or not it shall be so expressed in such deed or real estate contract, is deemed to covenant and agree to pay to the Association:

1. Annual assessments or charges; and
2. Special assessments for Improvements.

The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment became due. The personal obligation for delinquent assessment shall not pass to successors in title unless expressly assumed by such successors.

B. 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 Areas and Improvements.

C. Annual Assessments. The Board may fix an annual assessment for the operation and maintenance of the Association and for the purpose of providing revenues to fulfill the assessment purpose stated herein.

D. 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 or reconstruction of a capital improvement upon the Common Areas and Improvements, including fixtures and personal property related thereto, provided that with respect to any new capital improvements such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for the purpose of considering a special assessment. Assessments with respect to the repair or maintenance of existing capital improvements shall be decided by the Board of Directors of the Association and shall not be subject to the two-thirds (2/3) ratification procedure discussed above. A special assessment applicable to one year only may provide for a payment schedule extending beyond that one year to allow the Association to finance any such capital expenditure.

E. Notice and Quorum for Special Assessment Meeting. Written notice of any meeting called for the purpose of making a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of such meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast 60% of all the votes of the

8706301793  
8706030222

AUG 3 1987 8.30

11  
FILED BY TICOR

Members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, 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.

F. 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.

G. Commencement of Annual Assessments. 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 Areas and Improvements to the Association. The Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board. 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 had been paid. A properly executed certificate of the Association as to the status of the assessments on a Lot is binding upon the Association as of the date of its issuance.

H. Effect of Nonpayment of Assessments; Remedies. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate set by the Association. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots. No Owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Areas and Improvements or by abandonment of his or her Lot or Lots.

I. Subordination of 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 became due prior to such sale or transfer. No sale or transfer shall release such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

## 7. ENFORCEMENT

Provisions of this Declaration are declared to create mutual, equitable covenants and servitudes for the benefit of the Declarant, each Owner of a Lot or Building Site subject to said covenants, and their successors in interest. Enforcement of these covenants, conditions and restrictions may be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction, and said action may be brought either to restrain violation and/or to recover damages. Failure of the Declarant, the ACC or any Owner to enforce any covenant, restriction or exercise any rights herein contained shall in no event be deemed a waiver of the right to do so thereafter. All costs incurred in enforcement shall be at the expense of the violator or violators, including a reasonable attorneys' fee.

## B. ADDITIONAL PROPERTY

The Declarant hereby reserves for itself, its successors or assigns, the right, but not the obligation, to include additional adjacent properties within the auspices of the Association and to grant to the Lot Owners of any such

8706301793

8708030222

AUG 3 1997 8 301

FILED BY TICOR

additional adjacent properties all rights and benefits to which Members of the Association are entitled. The Declarant hereby reserves for itself, its successors or assigns, the right to develop said additional adjacent properties without subjecting them to the terms and provisions of this Declaration. The intent of this provision is to allow the Declarant the option to create one Homeowners' Association for all phases of the Summer Ridge project. Thus, Lot Owners of additional adjacent property may become Members of the Association even though they are subject to a declaration of covenants, conditions, restrictions and easements which differs from this Declaration.

Each Lot Owner hereby consents to the inclusion of additional property entitled to membership in the Association at any time from the date on which this Declaration is recorded with the King County Recorder. Each Lot Owner hereby appoints and constitutes the Declarant as his attorney-in-fact to accomplish the amendment of the Association's Articles and Bylaws to add such additional properties. Each Lot Owner further agrees that the Declarant, as attorney-in-fact for each Lot Owner, shall have the authority to file such amendments to this Declaration and/or record additional Declarations as the Declarant may reasonably deem appropriate to include such additional properties within the auspices of the Association. If the Declarant adds additional properties to the Association, at the time at which any additional properties are added to the Association, the Common Areas and Improvements included in such property shall be combined with the Common Areas and Improvements existing in the Association prior to such addition or additions. The Common Areas and Improvements shall then be burdened by easements in favor of the Lot Owners of the originally described Property and in favor of the Lot Owners of any additional properties, and shall be benefitted by an obligation of the Lot Owners of the originally described Property and the Lot Owners of any additional properties to pay a portion of the cost of maintenance of the Common Areas and Improvements. Until such additional adjacent properties shall be subjected to the Association, the property shall not be governed by the Association. This Declaration shall not give the Association or any Lot Owners any right in said adjacent properties until said adjacent properties are subjected to the Association.

Nothing contained in this Declaration shall be construed to require the Declarant to include any additional properties.

#### 9. DEVELOPMENT PERIOD

The Development Period shall mean that period of time from the date of recording this Declaration until two years after the date when 90% of the lots entitled to membership in the Association have had improvements constructed on them and have been sold. A sold home shall be evidenced by the recording of a deed or real estate contract with the King County Recorder. Lots entitled to membership shall consist of lots included in this Declaration and lots included in the Association under the provision for additional adjacent property.

Notwithstanding the foregoing, the Declarant, at its option, may elect to terminate the Development Period at any time after twenty (20) lots have had improvements constructed on them and have been sold. Upon termination of the Development Period, either as a result of the sale of the required number of improved lots or the election of the Declarant, the Declarant shall record with the King County Recorder a Declaration of Termination of Development Period referencing the Declaration and stating that the Development Period is terminated, and the Development Period shall terminate with the recording of said document.

Not less than ten (10) no more than thirty (30) days prior to the recording of the Declaration of Termination of Development Period, the Declarant shall

8706301793

8708030222

give written notice of the termination of the Development Period to the Owner of each Lot. If there shall be more than one Owner of any Lot, notice to anyone of said Owners of any Lot shall be sufficient. The notices shall be transmitted by regular mail, postage prepaid, addressed to the Owner at the last mailing address provided to the Declarant. If no mailing address has been provided to the Declarant, then said notice shall be addressed to the mailing address of the Lot. Notices shall be deemed given when deposited in the United States Mail, postage prepaid, addressed as herein indicated.

Said Notice of Termination of Development Period shall specify the date when the Development Period will terminate, and shall further notify the Lot Owners of the date, place and time at which the first annual meeting of the Association will be held. The notice shall specify that the purpose of the Association meeting is to elect new officers and a Board of Directors of the Association. The board 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 and it shall thereafter be the responsibility of the Lot Owners to provide for the operation of the Association.

The Declarant hereby reserves for itself, its successors or assigns, during the Development Period, all of the rights, powers, and functions of the Association, or the Board of Directors thereof, which shall be exercised and/or performed by the Declarant. The Declarant shall appoint the Initial Board of Directors who shall exercise the aforesaid rights during the Development Period.

8706201793

8708030222

**10. SEVERABILITY**

The invalidation of any one of the covenants contained in this Declaration by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

**11. FHA/VA APPROVALS**

As long as the Development Period exists for the Declarant, the following actions will require prior approval of the Veterans Administration or the Federal Housing Administration:

- A. Annexation of additional properties to this Declaration;
- B. Dedication of common property, and
- C. Amendment of this Declaration.

**12. PLAT DEDICATION**

The recorded plat contains the following provision:

The undersigned owners of the land hereby subdivided waive for themselves, their heirs and assigns and any person or entity deriving title from the undersigned, any and all claims for damages against King County, its successors and assigns which may be occasioned by the establishment, construction, or maintenance of roads and/or drainage systems within this subdivision other than claims resulting from inadequate maintenance by King County.

Further, the undersigned owners of the land hereby subdivided agree for themselves, their heirs and assigns to indemnify and hold King County, its successors and assigns, harmless from any damage, including any costs of defense, claimed by persons within or without this subdivision to have been caused by alterations of the ground surface, vegetation, drainage, or surface or subsurface water flows within this subdivision or by establishment, construction or maintenance of the roads within this subdivision. Provided, this waiver and indemnification shall not be construed as releasing King County, its successors and assigns, from liability for damages, including the cost of defense, resulting in whole or in part from the negligence of King County, its successors or assigns.

AUG 3 1987

8 301

FILED BY TICOR

FIRST AMENDMENT

TO

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS

AND EASEMENTS OF SUMMER RIDGE DIVISION

NUMBER 5

8712030165

WHEREAS, Lozier Homes Corporation, a Washington Corporation, filed a "Declaration of Covenants, Conditions, Restrictions and Easements" effecting certain real property described as

Lots 1 through 19 of Summer Ridge Division Number 5, according to the Plat recorded in Volume 137 of Plats, pages 78-81, in King County, Washington,

which Declaration was recorded August 3, 1987, under King County Recording No. 8708030222; and

WHEREAS, the undersigned are the owners of more than 70% of the lots in Summer Ridge Number 5 and desire to amend certain provision of the Declarations;

NOW THEREFORE, the undersigned hereby adopt the following amendments to the Declaration:

1. Paragraph 3.J. is amended to read as follows:  
"Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of (1) the Common Areas and Improvements; (2) tracts dedicated to utility districts and government entities; and (3) tract B of Summer Ridge Division Number 5.

In witness hereof, the undersigned have set their hands and seals 18 day of November, 1987

FILED FOR RECORD AT REQUEST OF  
TICOR TITLE INSURANCE CO  
1008 WESTERN AVE., SUITE 200  
SEATTLE, WA 98104

500

87-12-03      40165 12  
RECD =      3,000  
CASHSL      11+5.00  
05

DECLARANT:

LOZIER HOMES CORPORATION

By David W. Lozier, Jr.  
David W. Lozier, Jr., President

OWNER OF ALL LOTS:

LOZIER HOMES CORPORATION

By David W. Lozier, Jr.  
David W. Lozier, Jr., President

FHA APPROVAL:

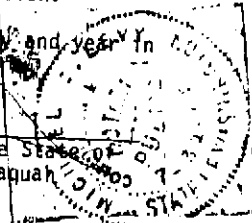
Raymond L. Bradley  
RAYMOND L. BRADLEY  
DIRECTOR  
HOUSING DEVELOPMENT DIV

STATE OF WASHINGTON }  
COUNTY OF KING } ss.

On November 18, 1987, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared David W. Lozier, Jr., to be known to be the President, of Lozier Homes Corporation, the corporation that executed the foregoing instrument, and acknowledge 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 they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public  
Notary Public in and for the State of Washington, residing in Issaquah







LOZIER HOMES CORPORATION  
12443 BEL-RED ROAD, #H  
BELLEVUE, WA 98005

SECOND AMENDMENT

TO

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS OF SUMMER RIDGE DIVISION

NUMBER 5

W82867

WHEREAS, Lozier Homes Corporation, a Washington Corporation, filed a "Declaration of Covenants, Conditions, Restrictions and Easements" effecting certain real property described as

Lots 1 through 19 of Summer Ridge Division Number 5, according to the Plat recorded in Volume 137 of Plats, pages 78-81, in King County, Washington,

which Declaration was recorded August 3, 1987, under King County Recording No. 8708030222, and amended on December 3, 1987, under 8712030165

WHEREAS, the undersigned are the owners of more than 70% of the lots in Summer Ridge Number 5 and desire to amend certain provision of the Declaration;

NOW THEREFORE, the undersigned hereby adopt the following amendment to the Declaration:

Provision 6. J. is added as follows:

6. ASSESSMENTS

J. Electricity and Street Lighting Service. The Developer has paid for the cost of installing a street lighting system within the plat which benefits directly or indirectly all lots in the plat and has requested Northeast Sammamish Sewer and Water District of King County, Washington, ("District") to provide electricity therefore from Puget Power. Upon formation of a street lighting system within the plat for such purpose the District will provide electricity to the system and will charge each lot owner a monthly charge therefore, and each lot owner within the District shall pay the same when due. Unpaid charges for said electricity shall be a lien upon the lot or lots benefiting directly or indirectly from such service and may be collected in accordance with RCW 57.08.060(4), and or as may be provided for the collection of fees and charges set forth herein, at the District's election.

In witness hereof, the undersigned have set their hands and seals this 23<sup>rd</sup> day of September, 1988.

DECLARANT:

LOZIER HOMES CORPORATION

By David W. Lozier, Jr.  
David W. Lozier, Jr., President

RECEIVED THIS DAY

SEP 28 8 30 AM '88

OWNER OF 70% OF LOTS:

LOZIER HOMES CORPORATION

By David W. Lozier, Jr.  
David W. Lozier, Jr., President

BY THE

STATE OF WASHINGTON )  
COUNTY OF KING ) ss.

On September 23, 1988, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared David W. Lozier, to be known to be the President, of Lozier Homes Corporation, the corporation that executed the foregoing instrument, and acknowledge 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 they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed that day and year in this certificate above written:

Notary Public  
Notary Public in and for the State of Washington, residing at Issaquah.

SEP 28 1988

8.30

FILED BY TIGOR

My commission expires 7-31-92

8809280188

FILED FOR RECORD AT REQUEST OF  
TIGOR TITLE INSURANCE CO  
1009 WESTERN AVE., SUITE 300  
SEATTLE, WA 98114

520

280990  
AFTER RECORDING PLEASE MAIL TO:

Lozier Homes Corporation  
12443 Bel-Red Road, Suite H  
Bellevue, WA 98005

FIRST AMENDMENT

TO

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS

AND EASEMENTS OF SUMMER RIDGE DIVISION

NUMBER 5

8712030165

RECEIVED THIS DAY

Dec 3 8 30 PM '87

BY THE OFFICE OF THE  
RECORDER OF DEEDS  
KING COUNTY

WHEREAS, Lozier Homes Corporation, a Washington Corporation, filed a "Declaration of Covenants, Conditions, Restrictions and Easements" effecting certain real property described as

Lots 1 through 19 of Summer Ridge Division Number 5, according to the Plat recorded in Volume 137 of Plats, pages 78-81, in King County, Washington,

which Declaration was recorded August 3, 1987, under King County Recording No. 8708030222; and

WHEREAS, the undersigned are the owners of more than 70% of the lots in Summer Ridge Number 5 and desire to amend certain provision of the Declarations;

NOW THEREFORE, the undersigned hereby adopt the following amendments to the Declaration:

1. Paragraph 3.J. is amended to read as follows:  
"Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of (1) the Common Areas and Improvements; (2) tracts dedicated to utility districts and government entities; and (3) tract B of Summer Ridge Division Number 5.

In witness hereof, the undersigned have set their hands and seals  
18 day of November, 1987

DECLARANT:

LOZIER HOMES CORPORATION

By David W. Lozier, Jr.  
David W. Lozier, Jr., President

OWNER OF ALL LOTS:

LOZIER HOMES CORPORATION

By David W. Lozier, Jr.  
David W. Lozier, Jr., President

FHA APPROVAL:

Raymond L. Bradley  
RAYMOND L. BRADLEY  
DIRECTOR  
HOUSING DEVELOPMENT DIV.

STATE OF WASHINGTON }  
COUNTY OF KING } ss.

On November 18, 1987, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared David W. Lozier, Jr., to be known to be the President, of Lozier Homes Corporation, the corporation that executed the foregoing instrument, and acknowledge 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 they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

[Signature]  
Notary Public in and for the State of Washington, residing in Issaquah

FILED FOR RECORD AT REQUEST OF  
TICOR TITLE INSURANCE CO.  
1008 WESTERN AVE., SUITE 200  
SEATTLE, WA 98104

500

DEC 3 1987

8.30

FILED BY TICOR



**LozierHomes**  
CORPORATION

November 18, 1987

Mr. Raymond L. Bradley  
Director - Housing Development Division  
HUD - Seattle Office, Region X  
1321 Second Avenue  
Seattle, WA 98101-2054

Dear Mr. Bradley:

In recording our plat of Summer Ridge Division #5 we recorded a Declaration of Covenants, Conditions, Restrictions and Easements as attached as Exhibit A. Paragraph 11 provides for FHA or VA approval to modify these covenants. Due to an error, Tract B of the plat, as shown on Exhibit B was not excluded from the definition of a lot. This unbuildable parcel is to be given to the adjoining plat and accordingly we must exclude it from the Summer Ridge covenants. If not excluded, the homeowner would be subject to two separate homeowners' associations and assessments. We would appreciate you approving this amendment and returning it to us for recording.

Thank you for your cooperation.

Sincerely,

LOZIER HOMES CORPORATION



Michael D. Levy  
Vice President - Finance

MDL:cse

Attachment



# SUMMER RIDGE DIV. NO. 5

S.W. 1/4 SEC. 22, TWP. 25 N., RGE. 6 E., W.M.  
KING COUNTY, WASHINGTON

3706180556  
137 / 70-81

8706180556

**EASEMENT PROVISIONS**

An easement is hereby reserved for and granted to RUCIT SOUND POWER AND LIGHT COMPANY, a subsidiary of NATIONAL GAS COMPANY, GENERAL TELEPHONE COMPANY OF THE NORTHWEST, INC., 1000 WEST BROADWAY, SEASIDE AND WATER DISTRICT, a cable television company, and their respective successors and assigns, under and over the surface 1.00 feet, parallel with and adjoining the street frontage of all lots and tracts in which to install, lay, construct, frame, connect and maintain underground conduits, cables, pipelines, and wires with necessary facilities and other equipment for the purpose of service to this subdivision and other property with electric, telephone, gas, cable television service, sewer and water, together with the right to enter upon the lots at all times for the purposes stated.

Also, all lots shall be subject to an easement 2.0 feet in width, parallel with and adjacent to all side lot lines and 5.00 feet in width, parallel with and adjacent to all rear lot lines for purposes of utilities and drainage.

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 upon any lot within the Subdivision unless the same shall be underground or in conduit attached to the building.

An easement is hereby reserved for and granted to Northwest Lumber Sales and Lumber District where and over the easement shown on the plat and described herein as "easement" or "utility easement" 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 easements at all times for the purposes stated. Structures shall not be constructed upon any area reserved for these easements.

**COVENANTS**

All lots within this plat are subject to the covenants recorded the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, under recording number \_\_\_\_\_ records of King County, Washington.

**RESTRICTIONS**

No lot or portion of a lot or lots set shall be divided and sold or leased or otherwise changed or transferred without the approval of any portion of this plat shall be less than the area and lot for the use intended to which it is used.

**NOTES**

1. ALL BUILDING DOWNSPUTES AND FOOTING DRAINS SHALL BE CONNECTED TO THE STORM DRAINAGE SYSTEM, UNLESS OTHERWISE APPROVED BY THE DEPARTMENT OF PUBLIC WORKS
2. TRACT 'D' TO BE DEDICATED TO KING COUNTY FOR DRAINAGE PURPOSES UPON RECORDING OF THIS PLAT
3. TRACT 'B' IS HELD IN PRIVATE OWNERSHIP BY LOZER HONES CORPORATION, FOR FUTURE DEVELOPMENT.
4. TRACTS A, C, & E, PERMANENT OPEN AREA: AS A REQUIREMENT FOR APPROVAL, THESE TRACT(S) SHALL BE SET ASIDE AND RESERVED FOR PERMANENT OPEN SPACE AND RECREATIONAL USE FOR THE BENEFIT OF THE PRESENT AND FUTURE LOTS OF THIS SUBDIVISION AS AUTHORIZED BY ORDINANCE NO. 7012. AS A CONDITION OF APPROVAL, THE UNDERSTATED OWNERS OF INTEREST IN LAND HEREBY SUBDIVIDED DO GRANT AND CONVEY A PERPETUAL EASEMENT IN TRACT(S) A, C, & E FOR USE AND BENEFIT OF ALL PRESENT AND FUTURE OWNERS OF THE LOTS OF THIS SUBDIVISION AUTHORIZED BY ORDINANCE NO. 7012. EXCEPT AS SHOWN ON THE PLAT, NO BUILDING SHALL BE PLACED TRACT(S) A, C, & E AND SUCH TRACT(S) SHALL NOT BE FURTHER SUBDIVIDED OR USED FOR FINANCIAL GAIN. TRACTS A, C & E, PERMANENT OPEN AREA, SHALL BE OWNED AND MAINTAINED BY THE SUMMER RIDGE HOMEOWNERS ASSOCIATION

**LAND SURVEYOR'S CERTIFICATE**

I hereby certify that this plat of Summer Ridge Division No. 5 is based upon a correct survey and subdivision of Section 22, Township 25 North, Range 6 East of W.M., that the courses and distances are shown correctly according to the survey and that the lot and block numbers will be shown correctly on the ground as construction is completed and that I have fully complied with provisions of the platting regulations.



John B. Orlowski  
John B. Orlowski, Professional Land Surveyor  
License No. 18004

**APPROVALS**

PARKS, PLANNING AND RESOURCES DEPARTMENT

Examined and approved this 10 day of June, 1987

James D. AE  
Development Engineer

Examined and approved this 10th day of June, 1987

James D. AE  
Manager, Building & Land Development Division

Examined and approved this 11 day of June, 1987

James D. AE  
King County Assessor

James D. AE  
County, King County Assessor

Examined and approved this 12 day of June, 1987

James D. AE  
Deputy, King County Council

James D. AE  
City of King County Council

**FINANCE DIRECTOR'S CERTIFICATE**

I hereby certify that all property taxes are paid, that there are no delinquent taxes, assessments certified to this office for collection and that all special assessments, certificates to this office for collection on any of the property herein contained, dedicated or streets, alleys or for other public use, are paid in full.

This 11 day of June, 1987

John Dodgick  
Director, King County Office of Finance

OFFICE OF FINANCE  
John Dodgick  
County Assessor



**RECORDING CERTIFICATE**

Filed for record at the request of King County Council this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, at \_\_\_\_\_ minutes past \_\_\_\_\_ o'clock and year \_\_\_\_\_ in Volume \_\_\_\_\_ of Plats, page \_\_\_\_\_, records of King County, Washington.

DEPARTMENT OF RECORDS & ELECTIONS

\_\_\_\_\_  
\_\_\_\_\_  
Department of Records



AFTER RECORDED, PLEASE MAIL TO:

LOZIER HOMES CORPORATION  
12443 BEL-RED ROAD, #H  
BELLEVUE, WA 98005

W.P. 67

SECOND AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS OF SUMMER RIDGE DIVISION  
NUMBER 5

WHEREAS, Lozier Homes Corporation, a Washington Corporation, filed a "Declaration of Covenants, Conditions, Restrictions and Easements" effecting certain real property described as

Lots 1 through 19 of Summer Ridge Division Number 5, according to the Plat recorded in Volume 137 of Plats, pages 78-81, in King County, Washington,

which Declaration was recorded August 3, 1987, under King County Recording No. 8708030222, and amended on December 3, 1987, under 8712030165

WHEREAS, the undersigned are the owners of more than 70% of the lots in Summer Ridge Number 5 and desire to amend certain provision of the Declaration;

NOW THEREFORE, the undersigned hereby adopt the following amendment to the Declaration:

Provision 6. J. is added as follows:

6. ASSESSMENTS

J. Electricity and Street Lighting Service. The Developer has paid for the cost of installing a street lighting system within the plat which benefits directly or indirectly all lots in the plat and has requested Northeast Sammamish Sewer and Water District of King County, Washington, ("District") to provide electricity therefore from Puget Power. Upon formation of a street lighting system within the plat for such purpose the District will provide electricity to the system and will charge each lot owner a monthly charge therefore, and each lot owner within the District shall pay the same when due. Unpaid charges for said electricity shall be a lien upon the lot or lots benefiting directly or indirectly from such service and may be collected in accordance with RCW 57.08.060(4), and or as may be provided for the collection of fees and charges set forth herein, at the District's election.

8809280188

FILED FOR RECORD AT REQUEST OF  
TICOR TITLE INSURANCE CO.  
1608 WESTERN AVENUE, SUITE 300  
SEATTLE, WA 98114

5-60

In witness hereof, the undersigned have set their hands and seals this 23 day of September, 1988.

DECLARANT:

LOZIER HOMES CORPORATION

By David W. Lozier, Jr., President

RECEIVED THIS DAY  
SEP 21 8 30 AM '88

OWNER OF 70% OF LOTS:

LOZIER HOMES CORPORATION

By David W. Lozier, Jr., President

STATE OF WASHINGTON )  
                          ) ss.  
COUNTY OF KING

88-09/28 #0188  
RECD F 5.00  
CASHEL \*\*\*\*\*5.00  
55

On September 23, 1988, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared David W. Lozier, to be known to be the President, of Lozier Homes Corporation, the corporation that executed the foregoing instrument, and acknowledge 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 they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed that day and year in this certificate above written:

Notary Public  
Notary Public in and for the State of Washington, residing at Issaquah



8706180556

# SUMMER RIDGE DIV. NO. 5

SW 1/4 SEC. 22, TWP 25 N., RGE. 6 E., W.M.

KING COUNTY, WASHINGTON

2706180556

157 / 78-81

### DEDICATION

THE PEOPLE OF THESE COUNTIES that we, the undersigned owners of interest in the land hereby subdivide, hereby declare this plat to be the graphic representation of the subdivision and hereby dedicate to the use of the public forever all streets and avenues not shown as private roads and dedicate the use thereof for all public purposes not prohibited all the use thereof for public highway purposes, and also the right to make all necessary streets for water and utility lines and to make such changes in the original recorded platting of said streets and avenues, and further dedicate to the use of the public all the easements and interests shown on this plat for all public purposes as indicated thereon, including but not limited to power, gas, water, utility and drainage lines and easements of records are specifically identified on this plat as being dedicated or conveyed to a person or entity other than the public.

Further, the undersigned owners of the land hereby subdivided waive for themselves, their heirs and assigns and any person or entity deriving title from the undersigned, any and all claims for damages against King County, its successors and assigns which may be incurred by the establishment, construction, or maintenance of roads and/or drainage systems within this subdivision other than claims resulting from negligent construction by King County.

Further, the undersigned owners of the land hereby subdivided agree for themselves, their heirs and assigns to indemnify and hold King County, its successors and assigns, harmless from any claims, including any claims of damages, claimed by persons within or without this subdivision to have been caused by alterations of the ground surface, vegetation, drainage, or surface or subsurface water flows within this subdivision or by establishment, construction or maintenance of the roads within this subdivision. However, this waiver and indemnification shall not be construed as releasing King County, its successors or assigns, from liability for damages, including the cost of repairs, resulting in whole or in part from the negligence of King County, its successors or assigns.

IN WITNESS WHEREOF we set our hands and seals.

Leslie Vance Corporation, a Washington Corporation

*Leslie Vance*  
\_\_\_\_\_  
Signature of Leslie Vance Corporation

WELDON/DAVID BARRING/PAUL COLTON GRANT, REALTOR-1951 NATIONAL ASSN. & NATIONAL BOARDING ASSOCIATION

*Weldon Barring*  
\_\_\_\_\_  
Signature of Weldon Barring

### ACKNOWLEDGEMENTS

State of Washington

County of KING

I certify that I have or have satisfactory evidence that Leslie Vance Corp signed this instrument, or each stated that (he/she) was authorized to execute the instrument and acknowledged it as the owner of the above and so on the face and voluntary act of each party for the uses and purposes mentioned in the instrument.

Dated March 25, 1977

*Michael D. Leary*  
\_\_\_\_\_  
Signature of Notary Public  
TITLE: MICHAEL D. LEARY - Notary Public  
My commission expires 7-1-82

State of Washington

County of KING

I certify that I have or have satisfactory evidence that Leslie Vance Corp signed this instrument, or each stated that (he/she) was authorized to execute the instrument and acknowledged it as the owner of the above and so on the face and voluntary act of each party for the uses and purposes mentioned in the instrument.

Dated March 25, 1977

*Michael D. Leary*  
\_\_\_\_\_  
Signature of Notary Public  
TITLE: MICHAEL D. LEARY - Notary Public  
My commission expires 7-1-82

### LEGAL DESCRIPTION

PARCEL A

That portion of the southwest quarter of the southwest quarter of Section 22, Township 25 North, Range 6 East, N.M. in King County, Washington described as follows:

Beginning at the southwest corner of said subdivision; thence S89°36'12" along the west line of said subdivision 282.02 feet to the south line of the plat of Summer Ridge Division No. 1, according to the plat thereof recorded in Volume 121 of Plats, Pages 11 and 12, records of said King County; thence S89°00'20" along the south line of said plat 88.10 feet to a point of curve; thence westerly along the center line of said plat on a curve to the left, having a radius of 726.00 feet, through a central angle of 19°15'17", an arc distance of 182.00 feet to an angle point; thence S19°42'14" E 83.00 feet to an angle point; thence S19°42'14" E 146.00 feet to the south line of said Section 22; thence S89°36'12" along said south line 402.82 feet to the POINT OF BEGINNING.

PARCEL B

That portion of the southwest quarter of the southwest quarter of Section 22, Township 25 North, Range 6 East, N.M. in King County, Washington described as follows:

Beginning at the southeast corner of said subdivision; thence S89°36'12" along the south line thereof 183.00 feet; thence S23°46'37" E 118.07 feet; thence S89°33'00" E 100.36 feet; thence S77°46'00" E 90.00 feet to a point of intersection called Point A; thence continuing S77°46'00" E 80.00 feet; thence S77°36'48" N 81.00 feet; thence S77°32'00" E 264.77 feet to the TRUE POINT OF BEGINNING; thence S77°32'00" E 264.77 feet; thence S77°30'48" E 36.01 feet; thence S77°46'00" E 80.00 feet to a point of intersection called Point B; thence S82°00'16" N 46.00 feet; thence S82°28'00" E 110.36 feet; thence S82°46'00" E 80.00 feet; thence S82°28'00" E 110.36 feet to a point of curve; thence on a curve to the left, having a radius of 327.00 feet, through a central angle of 89°20'16", an arc distance of 8.21 feet to a point of compound curve; thence on a curve to the left, the center which bears S77°29'48" E 25.00 feet, through a central angle of 89°20'16", an arc distance of 43.01 feet; thence S89°30'00" E 48.00 feet to a point of curve; thence on a curve to the left, through a central angle of 89°20'16", an arc distance of 43.01 feet to the center which bears S89°00'00" E 75.00 feet; thence westerly along said curve to the left, through a central angle of 89°20'16", an arc distance of 43.01 feet to a point of compound curve; thence on a curve to the left, the center which bears S19°30'00" E 21.26 feet; thence S19°30'00" E 108.00 feet; thence S89°30'00" E 104.00 feet to the southwest corner of Lot 2, Summer Ridge Division No. 1, according to the plat thereof recorded in Volume 120 of Plats, Pages 11 and 12, records of said King County; thence westerly and northerly along the centerline and westerly line of said plat, the following courses and distances:

S19°30'00" 105.00 feet, S89°33'16" 62.16 feet, S19°30'00" 114.76 feet, S77°20'00" 255.00 feet, S89°30'00" 140.00 feet, S89°18'00" 88.00 feet, S89°30'00" 80.10 feet, and S89°30'00" 138.00 feet to a point of intersection called Point C; thence S33°23'00" E 147.00 feet to the south line of said Section 22; thence S89°36'12" along said south line 108.00 feet to the TRUE POINT OF BEGINNING.

PARCEL C

That portion of the southwest quarter of the southwest quarter of Section 22, Township 25 North, Range 6 East, N.M. in King County, Washington described as follows:

Beginning at the southeast corner of said subdivision; thence S89°36'12" along the south line thereof 811.07 feet to the TRUE POINT OF BEGINNING; thence S82°23'48" E 108.00 feet; thence S89°36'12" E 20.00 feet to a point of curve; thence on a curve to the left, having a radius of 226.00 feet, through a central angle of 23°06'33", an arc distance of 80.22 feet; thence S33°23'00" E 147.00 feet to the south line of said Section 22; thence S89°36'12" along said south line 108.00 feet to the TRUE POINT OF BEGINNING.

FIRST AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS OF SUMMER RIDGE DIVISION  
NUMBER 5

WHEREAS, Lozier Homes Corporation, a Washington Corporation, filed a "Declaration of Covenants, Conditions, Restrictions and Easements" effecting certain real property described as

Lots 1 through 19 of Summer Ridge Division Number 5, according to the Plat recorded in Volume 137 of Plats, pages 78-81, in King County, Washington,

which Declaration was recorded August 3, 1987, under King County Recording No. 8708030222; and

WHEREAS, the undersigned are the owners of more than 70% of the lots in Summer Ridge Number 5 and desire to amend certain provision of the Declarations;

NOW THEREFORE, the undersigned hereby adopt the following amendments to the Declaration:

1. Paragraph 3.J. is amended to read as follows:  
"Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of (1) the Common Areas and Improvements; (2) tracts dedicated to utility districts and government entities; and (3) tract B of Summer Ridge Division Number 5.

In witness hereof, the undersigned have set their hands and seals  
\_\_\_\_ day of November, 1987

DECLARANT:

LOZIER HOMES CORPORATION

By \_\_\_\_\_  
David W. Lozier, Jr., President

OWNER OF ALL LOTS:

LOZIER HOMES CORPORATION

By \_\_\_\_\_  
David W. Lozier, Jr., President

STATE OF WASHINGTON )  
                          ) ss.  
COUNTY OF KING      )

On \_\_\_\_\_, 1987, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared David W. Lozier, Jr., to be known to be the President, of Lozier Homes Corporation, the corporation that executed the foregoing instrument, and acknowledge 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 they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing in Issaquah

FIRST AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS OF SUMMER RIDGE DIVISION  
NUMBER 5

WHEREAS, Lozier Homes Corporation, a Washington Corporation, filed a "Declaration of Covenants, Conditions, Restrictions and Easements" effecting certain real property described as

Lots 1 through 19 of Summer Ridge Division Number 5, according to the Plat recorded in Volume 137 of Plats, pages 78-81, in King County, Washington.

which Declaration was recorded August 3, 1987, under King County Recording No. B708030222; and

WHEREAS, the undersigned are the owners of more than 70% of the lots in Summer Ridge Number 5 and desire to amend certain provision of the Declarations;

NOW THEREFORE, the undersigned hereby adopt the following amendments to the Declaration:

1. Paragraph 3.J. is amended to read as follows:  
"Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of (1) the Common Areas and Improvements; (2) tracts dedicated to utility districts and government entities; and (3) tract B of Summer Ridge Division Number 5.

In witness hereof, the undersigned have set their hands and seals  
19 day of November, 1987

DECLARANT:

LOZIER HOMES CORPORATION

By David W. Lozier, Jr.  
David W. Lozier, Jr., President

OWNER OF ALL LOTS:

LOZIER HOMES CORPORATION

By David W. Lozier, Jr.  
David W. Lozier, Jr., President

FHA APPROVAL:

Raymond L. Bradley  
RAYMOND L. BRADLEY  
DIRECTOR  
HOUSING DEVELOPMENT DIV.

STATE OF WASHINGTON )  
COUNTY OF KING ) ss.

On November 19, 1987, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared David W. Lozier, Jr., to be known to be the President, of Lozier Homes Corporation, the corporation that executed the foregoing instrument, and acknowledge 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 they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public  
Notary Public in and for the State of Washington, residing in Issaquah



RECEIVED 15 DAY

RECEIVED THE DAY

SEP 14 1 54 PM '89

Nov 2 11 12 AM '89

BY THE DIVISION OF RECORDS & ELECTIONS KING COUNTY

BY THE DIVISION OF RECORDS & ELECTIONS KING COUNTY

8911020350  
-8909140634

W-085810  
u-2

After Recording Mail To:

Lozier Homes Corporation  
12441 Bellevue-Redmond Road  
Suite H  
Bellevue, WA 98005

89/09/14  
RECD F 20.00 #0454 D  
REC FEE 2.00  
CASHL \*\*\*22.00  
35

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS OF SUMMER RIDGE DIVISION NUMBER 6

Table of Contents

	Page
1. EFFECT OF DECLARATIONS; TERMINATION; AMENDMENT	1
2. DEFINITIONS	1
3. EASEMENTS; RIGHTS IN COMMON AREAS AND IMPROVEMENTS	2
4. ARCHITECTURAL AND USE CONTROL	4
5. HOMEOWNERS' ASSOCIATION	10
6. ASSESSMENTS	11
7. ENFORCEMENT	12
8. ADDITIONAL PROPERTY	12
9. DEVELOPMENT PERIOD	13
10. SEVERABILITY	14
11. FHA/VA APPROVALS	14
12. PLAT DEDICATION	14

FILED FOR RECORD AT REQUEST OF  
TICOR TITLE INSURANCE CO  
NEW WESTERN AVE. SUITE 200  
SEATTLE, WA 98104  
2200

89/11/02  
RECD F 20.00 #0350 R  
REC FEE 2.00  
CASHL \*\*\*22.00  
35

NOV 2 1989

FILED BY NCR

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS OF SUMMER RIDGE DIVISION #6

Lozier Homes Corporation, a Washington Corporation, is the owner of certain real property in King County, Washington, commonly known as Summer Ridge Division Number 6 consisting of 67 residential lots, and legally described as:

Lots 1 through 67, Summer Ridge Division Number 6, according to the Plat recorded in Volume 148 of Plats, pages 38-43, in King County, Washington.

Said real property is hereafter referred to as the "Property" or "Properties".

Lozier Homes Corporation, as Declarant, and in furtherance of protecting the economic value, desirability of ownership, and architectural uniformity of the Properties, hereby declares that the above-described Properties are hereinafter subject to the terms, conditions and provisions of this Declaration of Covenants, Conditions, Restrictions and Easements.

1. EFFECT OF DECLARATIONS; TERMINATION; AMENDMENT

The Properties shall be held, sold and conveyed subject to the provisions, covenants, restrictions and easements contained in this Declaration. The provisions of this Declaration shall run with the land and be binding upon all parties having any right, title or interest in the Properties or any part thereof and shall benefit all persons who are or become Owners of Lots.

The provisions of this Declaration are valid and binding for a period of thirty (30) years from the date of recording this Declaration in the office of the King County Recorder, at which time said provisions shall be automatically extended for successive periods of ten (10) years each unless seventy percent (70%) or more of the Owners, by an instrument or instruments in writing, duly signed and acknowledged by them, terminates said provisions insofar as they pertain to residential Lots or Building Sites, and termination shall become effective upon the filing of such instrument of record in the office of the King County Recorder. This Declaration may not be amended without the approval of the Declarant until after termination of the Development Period as defined herein, and then only by an instrument properly executed and acknowledged by seventy percent (70%) or more of the Owners, which amendment shall be recorded in the office of the King County Recorder. For purposes of voting under this provision, Owners of lots will be entitled to one vote for each vote they are entitled to cast in the Association for a Lot which is subject to this Declaration.

2. DEFINITIONS

The following words, when used in this Declaration or any supplemental declaration (unless the context indicates otherwise) shall have the following meanings:

A. "ACC" shall mean the Architectural Control Committee as provided for and established in this Declaration.

B. "Association" shall mean the Summer Ridge Homeowners' Association, a Washington non-profit corporation.

8911020350  
8909140654

C. "Board" shall mean the Board of Directors of the Association.

D. "Building Site" shall mean a legal site for the construction of a single family residence and shall consist of at least (1) one or more residential lots as legally established by the plat of the Property; or (2) a parcel composed of only a portion of such residential Lots, the area of which parcel shall not be less than that required for the established use in the district in which it is located.

E. "Common Areas and Improvements" shall mean

(a) all the real property (including any improvements thereon) owned by the Association for the common use and enjoyment of the Owners and

(b) those landscaped areas or other community related improvements lying within the street right of way, utility tracts, or easements over building lots granted to the Association for such purposes; and which have been landscaped or have had improvements installed by the Declarant or the Association for the common beautification and enjoyment of the Properties. (Entry signs, mailbox stands, and landscaped entries, detention ponds, street islands, etc. are the type of areas and improvements included herewith.)

F. "Declarant" shall mean Lozier Homes Corporation, a Washington corporation, and its successors and assigns. The term "successors and assigns" as used in this definition does not include purchasers from the Declarant (or from its successors and assigns) of Lots.

G. "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions and Easements of Summer Ridge Division Number 6.

H. "Development Period" shall mean the period defined in paragraph 9 of this Declaration.

I. "Initial Board of Directors" shall mean the Board serving during the Development period.

J. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of (1) the Common Areas and Improvements; and (2) tracts dedicated to utility districts and government entities.

K. "Member" shall mean and refer to every person or entity that holds a membership in the Association. There shall be one membership per Lot which shall be inseparably appurtenant to each Lot.

L. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot and shall include any persons or entities purchasing a Lot pursuant to the terms of a recorded real estate contract, but said term shall exclude those having an interest in any Lot merely as security for the performance of an obligation.

M. "Property" or "Properties" shall mean the real property described herein, which is subject to this Declaration.

### 3. EASEMENTS; RIGHTS IN COMMON AREAS AND IMPROVEMENTS

A. Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, or as recorded elsewhere; and easements for the same purposes are reserved:

8909146654  
8911020350

8911020350

~~8911020350~~

(1) over the front and rear five (5) feet of each Building Site; and (2) over a five (5) foot strip along each side of interior Building Site lines. Within these easements, no structure, including such items as patios, barbecues, etc., shall be placed or permitted to remain, nor shall any activity be permitted within said easements which may damage or interfere with the installation and maintenance of existing and future utilities, or which may change the direction of flow of drainage in the easement areas. A utility or drainage facility in the easement area of each Lot or Building Site shall be maintained continuously by the property Owners who require the utility or drainage facility except for those improvements for which a public authority or utility company is responsible. In the case where a utility or drainage facility has to be installed on an Owner's property in the easement areas herein defined, the cost to install the facility and to restore the Building Site to its original state prior to installation must be borne by the property Owners who require the utility or drainage facility. Any and all drainage collected or sufficiently concentrated to create erosion problems in the opinion of the ACC shall be piped to the nearest underground public storm sewer line or street gutter at the expense of the property Owner(s) who requires the drainage facility. If such an installation is required to serve more than one Lot, then the Owners of each of said Lots served shall pay for such installation and maintenance thereof in proportional amounts as established by the ACC.

B. Lot Owner's Rights in Common Areas and Improvements. Every Owner shall have a nonexclusive right to an easement of enjoyment in and to the Common Areas and Improvements owned by the Association and such easement shall be appurtenant to and shall be conveyed with the title to, or contract purchaser's interest in, every Lot, even though such easement is not expressly mentioned or described in the conveyance or other instrument, subject to the following restrictions:

(1) The rights of the Association to limit the number of guests of members, and to adopt rules and regulations;

(2) The right of the Association to exclusive use and management of said Common Areas and Improvements for utilities, such as pumps, pipes, wire, conduits, and other utility equipment, supplies and materials;

(3) The rights reserved to the Declarant in the Declaration;

(4) The right of the Association to charge a reasonable admission and other fees for the use of any recreational facilities situated upon the Common Areas and Improvements;

(5) The right of the Association to suspend the voting rights and right to use of the Common Areas and Improvements by any Owner for any period during which any assessment against the Owner's Lot remains unpaid; and for a period not to exceed one hundred eighty (180) days for any infraction of the published rules and regulations;

(6) The right of the Association to dedicate or transfer all or any part of the Common Areas and Improvements to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. Except as dedicated or transferred by the Declarant during the Development Period, no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer, signed by seventy-five percent (75%) of all members has been recorded in the office of the King County Recorder.



Any owner may delegate his right of enjoyment of the Common Areas and Improvements and facilities to the members of his family, his tenants and friends, subject to rules and regulations adopted by the Association.

After conveyance by the Declarant, title to the Common Areas and Improvements shall be held by the Association as trustee for the Lot Owners.

C. Declarant's Rights in Common Areas and Improvements.

1. Reservation of Control. The Declarant shall have and hereby reserves for itself, its successors and assigns, the right, during the Development Period, to utilize the Common Areas and Improvements for its business use and purposes, including but not limited to uses and purposes related to the construction, promotion and development of the Property. Such right shall include the right to dedicate, transfer or grant easements to any part of the Common Areas and Improvements to any public agency, authority or utility for purposes not inconsistent with the intended purposes of such Common Areas and Improvements. The Declarant's rights to dedicate, transfer or grant easements as referred to above shall be exercised through the Declarant's reserved rights, powers, and functions as described in paragraph 9. below (Development Period). The Declarant shall convey and quit claim the Common Areas and Improvements to the Association, free and clear of encumbrances, and the control or the management and administration of the Common Areas and Improvements shall then vest in the Association, subject to the Declarant's aforementioned rights of use.

2. Costs. Until such time as the Common Areas and Improvements shall be conveyed to the Association, the Declarant shall pay all costs of maintaining and operating the Common Areas and Improvements. Upon conveyance of the Common Areas and Improvements to the Association, the Association shall thereafter pay all costs of maintaining and operating the Common Areas and Improvements.

3. Additional Common Areas and Improvements. If additional adjacent properties shall be subjected to this Declaration, Common Areas and Improvements located therein shall, in like manner, be conveyed and quit claimed to the Association. If additional adjacent lot owners shall become members of the Association and additional Common Areas and Improvements are dedicated to the Association in connection therewith, then all rights and obligations with respect to said additional Common Areas and Improvements shall inure to the Owners of Properties herein as members of the Association. The Association shall be responsible for the management, maintenance and administration of all Common Areas and Improvements conveyed to the Association. Costs of maintaining and operating Common Areas and Improvements located in additional adjacent properties shall be covered as provided in paragraph 3.C.2 above.

4. ARCHITECTURAL AND USE CONTROL

A. Architectural Control Committee; Approval of Plans.

1. Architectural Control Committee. There shall be an architectural control committee (ACC), with the responsibility and authority to approve or disapprove modifications to the Property, to approve the construction of improvements on the Property, and to enforce the terms and conditions of this Declaration as they relate to architectural and use control.

The ACC shall consist of three (3) members.

The members of the ACC during the Development period shall be appointed by the Declarant and shall serve until the end of the Development Period.

8911020350

8909140634

NOV 2 1989

FILED BY TIGOR

8989410654 8911020350

At the first annual meeting following the end of the Development Period, the members of the Association shall elect three (3) members to the ACC, whose member terms shall be one year. At each annual meeting of the Association thereafter, new members of the ACC shall be elected. Each member present at an annual meeting may cast one (1) vote each for three (3) separate candidates for the ACC. Those three (3) candidates with the highest vote tallies shall constitute the new ACC.

In the case of the death, disability or resignation of any member or members of the ACC, the surviving or remaining member or members shall have full authority to designate a successor or successors.

The ACC shall have the authority in any individual case to make such exceptions to the building restrictions and requirements set forth herein as said committee shall, in its uncontrolled discretion deem necessary or advisable.

If additional Properties are made subject to this Declaration, pursuant to the terms hereof, a separate ACC may be appointed for each annexed phase of the overall development.

If additional properties, subject to their own declaration of covenants, conditions and restrictions should become members of the Association as set forth under paragraph B. herein, the Association may, where practical, combine the Architectural Control Committees created by said separate declarations. The Board of Directors of the Association shall make the decision whether the ACC should be combined with respect to any or all of the additional properties having become subject to the Association. In the event any two or more such ACCs are combined, each property shall continue to be governed with respect to its own declaration of covenants, conditions and restrictions. If, additional properties, subject to their own declaration of covenants, conditions and restrictions, become members of the Association, then the interpretation and policies adopted with respect to those identical conditions and restrictions contained in the separate declarations of covenants, conditions and restrictions shall be the same; and where any dispute may occur, the Board of Directors of the Association shall decide on the common interpretation or policy to be applied. In the event of either combined and/or individual ACCs, the vote for each ACC shall be restricted to the properties for which said ACC is responsible.

2. Approval of Plans. All buildings and structures, including concrete or masonry walls, rockeries, fences, swimming pools, or other structures to be constructed or modified within the Property shall be approved by the ACC. Complete plans and specifications of all proposed buildings, structures and exterior alterations, together with detailed plans showing the proposed location and elevation of the same on the particular Building Site, shall be submitted to the ACC before construction or alteration is started, and such construction and alteration shall not be started until written approval thereof is given by the ACC.

The ACC will review submittals as to the quality of workmanship and materials planned and for conformity and harmony of the external design with existing structures on the said Building Sites, and as to location of the building with respect to topography, finished grade elevation and building set back restrictions.

In the event the ACC fails to approve or disapprove such plans and specifications within thirty (30) days after said plans and specifications have been delivered to it, such approval will not be required.

All plans and specifications for approval by the ACC must be submitted at least ten (10) days prior to the proposed construction starting date. Two

NOV 2 1989

FILED BY TCCR

complete sets of said plans and specifications shall, in each case, be delivered to the ACC. Said plans and specifications shall be prepared by an architect or a competent house-designer approved by the ACC. All buildings or structures shall be erected or constructed by a contractor or house builder approved in writing by the ACC. The maximum height of any residence may be established by the ACC as part of the plan approval and given in writing together with the approval. One set of approved plans shall be retained by the ACC and the other returned to the party submitting them.

As to all improvements, constructions and alterations within the Property, the ACC shall have the right to refuse to approve any design, plan or color for such improvement, construction or alteration which is not suitable or desirable, in the ACC's opinion, for any reason, aesthetic or otherwise, and in so passing upon such design, the ACC shall have the right to take into consideration the suitability of the proposed building or other structure, and the material of which it is to be built, and the exterior color scheme, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect or impairment that said structures will have on the view or outlook of surrounding building sites, and any and all factors, which in the ACC's opinion shall effect the desirability or suitability of such proposed structure, improvements or alterations.

The ACC shall have the right to disapprove the design or installation of a swimming pool or any other recreational structure or equipment which is not suitable or desirable, in the ACC's opinion, for any reason, aesthetic or otherwise, and in so passing upon such design or proposed installation, the ACC shall have the right to take into consideration the visual impact of the structure and the noise impact of the related activities upon all of the Properties located in the close proximity. Any enclosure or cover used in connection with such a recreational structure or equipment, whether temporary, collapsible, seasonal or whatever, shall be treated as a permanent structure for the purposes of these covenants and shall be subject to all the conditions, restrictions and requirements as set forth herein for all buildings and structures.

**B. Building and Landscaping Requirements and Restrictions.** The following building and landscaping restrictions govern the Property and must be adhered to:

1. Any dwelling or structure erected or placed on any Lot or Building Site shall be completed as to external appearance, including finished painting, within eight (8) months after date of commencement of construction and shall be connected to an acceptable sewage disposal facility. All front yards and landscaping must be completed within six (6) months from the date of completion of the Building or structure constructed thereon. In the event of undue hardship due to weather conditions, an extension of time may be granted upon prior written approval of the ACC.

2. No building or structure shall be erected, constructed or maintained or permitted upon such residential lots, except upon a Building Site as herein defined.

3. No building or structure shall be erected, constructed, maintained or permitted upon a Building Site other than one detached single family dwelling for single family occupancy only, not to exceed two (2) stories in height, plus basement and a private garage or carport for not more than three (3) standard sized automobiles.

4. No dwelling shall be permitted on any Lot or Building Site at a purchaser's cost of less than \$110,000.00 including land value and sales tax, based upon cost levels prevailing on the date these covenants are recorded,

NOV 2 1989

FILED BY TCCR

it being the intent and purpose of this covenant to assure that all dwellings shall be of quality workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size.

5. All houses to be built are subject to the following square footage minimums:

(a) All ramblers are to have a minimum of 1300 square feet of main floor area, exclusive of basement areas, garage and porches.

(b) All tri-level type homes shall have a minimum of 1400 square feet of total floor area exclusive of garage and porches and not less than 1100 square feet exclusive of basement level areas as well.

(c) All two-story type homes shall have a minimum of 1450 square feet of total floor area exclusive of basement areas, garage and porches.

(d) All split-entry type homes shall have a minimum of 1750 square feet of total floor area, exclusive of garage and porches, and not less than 1150 square feet exclusive of basement level areas as well.

These square footage minimums are meant to be guidelines to be used in conjunction with the dollar value standards set in paragraph B.4. above. The ACC may make exceptions to these guidelines so long as the effect is not unreasonable or inconsistent with the interest of these covenants.

6. No dwelling house or garage or any part thereof, or any other structure (exclusive of fences and similar structures) shall be placed on any Lot or Building Site nearer than 20 feet to the front Building Site line, nor nearer than 5 feet to any side of Building Site line, nor nearer than 20 feet to any rear Building Site line unless otherwise approved by the ACC. In the case of corner Building Sites, the front yard set back shall be a minimum of 20 feet and the adjoining exterior street Building Site line set back shall be a minimum of 10 feet.

7. Unless otherwise approved by the ACC, all garages and carports must be attached to, or incorporated in and made a part of the dwelling houses. In granting deviations, the ACC will consider functional necessity and architectural desirability.

8. No fence, wall, hedge, or mass planting other than foundation planting shall be permitted to extend nearer to any street than the minimum setback line of the residence, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two (2) feet above the finished grade at the back of said retaining wall, provided, however, that no fence, wall, hedge or mass planting shall at any time, where permitted, extend higher than six (6) feet above ground. All fences, hedges, or boundary walls situated anywhere upon any residential lot or building site must be approved in writing by the ACC as to its height and design prior to construction. Fences shall be well constructed of suitable fencing materials and shall be artistic in design and shall not detract from the appearance of the dwelling house located upon the lot or building site or be offensive to the owners or occupants thereof, or detract from the appearance of the dwelling houses located on the adjacent lots or building sites. The finished side of any fence (as approved by the ACC) that is visible from neighboring property or streets shall face the neighboring property or street. The finished side of any such fence shall be a side wherein its best decorative components, finishes and textures are displayed, and wherein any supporting rails are either not exposed or are evenly divided as to exposure

8909140654  
6911020350

NOV 2 1989

FILED BY TCCR

between the two fence sides. Fences constructed of wire, including woven cyclone wire types, are strictly prohibited unless individually approved by the ACC for specific purposes.

9. No trees or shrubs of any type, other than those existing at the time these restrictive covenants are filed, shall be allowed to grow in height to a point where they shall noticeably and unreasonably interfere with a view of some significance from another residence. The ACC shall be the sole judge in deciding whether the view is of some significance and whether there has been such unreasonable interference. Should the ACC determine that there is an unreasonable interference, they shall notify the owner in writing, specifying the nature of the interference, what should be done to eliminate it, and the time by which said interference must be eliminated by the owner.

10. No lines or wires for the transmission of current, cable television signals, or for telephone use shall be construed, placed or permitted thereon unless the same shall be underground or in conduit attached to a building. No house-top television, radio or other type of antenna shall be erected or placed on any residential site without the written approval of the ACC. Nor shall any rotary antenna, tower, beam or other similar device be constructed on any residential site or building without the written approval of the ACC.

C. Use Restrictions. The following use restrictions govern the property and must be adhered to:

1. Except as provided in 4.C.1.(a) below, no trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind, including day schools, nurseries, or church schools shall be conducted or carried on upon any residential Lot or Building Site, or within any building located on a residential lot or building site, nor shall any goods, equipment, vehicles (including buses, trucks and trailers of any description) or materials or supplies used in connection with any trade, service, business or personal endeavor, wherever the same may be conducted, be kept, parked, stored, dismantled, or repaired outside on any residential lot or building site or on any street within the existing property except that the ACC may, in specific cases, make exceptions to the storage of such items if screened and/or covered in a manner acceptable to the ACC, nor shall anything be done on any residential Lot or Building Site which may be or may become an annoyance or nuisance to the neighborhood. No premises shall be used for any other purpose whatsoever except for the purpose of a private dwelling or residence.

(a) The above restrictions shall not restrict the following:

(i) The use of a private office so long as related activities do not create an annoyance or nuisance to the neighborhood or the adjoining Owners. The ACC shall be the sole judge as to whether the activity creates an annoyance or nuisance.

(ii) The right of any builder of new homes in the area to use any of such homes built as a sales center for the promotion and marketing of said new homes during the Development Period. Any such sales center may be used for the Development Period of successive phases of development of neighboring property subject to the approval of the ACC.

2. No trash, garbage, ashes, or other refuse, junk vehicles, underbrush, or other unsightly growths or objects, shall be thrown, dumped or allowed to accumulate on any Lot or Building Site or public street.

NOV 2 1989

FILED BY TCCR

Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment shall be kept in a clean and sanitary condition. All containers must be buried or screened so as not to be visible from any street or adjacent properties or residences.

3. No trailer, camper, basement, tent, shack, garage, barn, or other outbuilding or temporary structure erected or situated within the property shall at any time, be used as a residence, temporarily or permanently, nor shall any permanent building or structure be used as a residence until it is completed as to external appearance, including finished painting. The permission hereby granted to erect a permanent garage or other building prior to construction of the main dwelling house shall not be construed to permit the construction, erection, or maintenance of any building of any nature whatsoever any time, without the approval required by the ACC.

4. The streets in front of the lots shall not be used for the overnight parking of any vehicles other than private family automobiles and shall not be used for the storing of any boats, trailers, camper vehicles, trucks or other vehicles of any nature. The ACC shall have the right to establish policy, in its sole discretion, with respect to the storing of any boat, trailer, camper vehicles, trucks, or other vehicles of any nature on any residential lot or building site. The ACC may change said policy from time to time as the conditions warrant and may prohibit such storage unless the same is stored or placed in a garage or other screened area as approved by the ACC.

5. No live poultry or animals shall be permitted on said property other than songbirds, and not more than two (2) dogs and two (2) cats as household pets.

6. All mailboxes must be of a standard accepted by the U.S. Postal authorities, and must be located in those areas so designated by the ACC. Structures containing such mailboxes must be approved by the ACC.

7. No sign of any kind shall be displayed unless written approval is received from the ACC, with the exception of temporary real estate "for sale" and "for rent" signs the maximum size of which shall be two feet by three feet. The Declarant and/or builders of new homes in the area may install larger signs during the Development Period for the promotion and marketing of said new homes. Said signs shall be in good taste and shall be subject to the approval of the ACC with respect to design, location, and term of installation.

8. No exterior clothes lines are allowed that can be seen from any street or adjacent properties or residences.

9. No building or construction materials to be used for future improvements may be stored out of doors where they may be visible from any street or adjacent properties or residences. The builders of new homes may store materials in connection with the construction of new homes at locations approved by the ACC and subject to any reasonable conditions the ACC may establish for the protection, enjoyment and general welfare of the community.

10. No wood piles, for fireplace or other use, may be stored out of doors where they create, in the opinion of the ACC, an objectionable view from any street or for adjacent property owners.

11. No children's play areas, including but not limited to sandboxes, swing sets, jungle jim sets, etc., may be installed or maintained in a manner such that they are an objectionable feature in the neighborhood or to adjoining Owners. The ACC will determine whether or not the facility is objectionable.

8909140684  
8911020350

## 5. HOMEOWNERS' ASSOCIATION

A. **Membership and Voting.** Every Lot Owner shall be a Member of the Summer Ridge Homeowners' Association, a Washington non-profit corporation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. All Members shall have rights and duties specified in this Declaration, the articles and bylaws of the Association.

At any meeting of the Association, each Lot Owner (including the Declarant if the Declarant shall own any lot), shall be entitled to cast one vote per each lot which is owned. Fractional voting shall not be permitted. If any Lot is owned by more than one person or other entity, then the owners thereof shall appoint one person to cast the vote pertaining to the Lot, and shall file a written statement with the Board signed by all owners of that particular lot stating that such person has been appointed to cast the vote for that Lot. If the Owners cannot agree on the appointment of one person to cast the vote for the Lot, no vote will be allowed for said Lot and the Owners will not be included in any quorum. The person appointed to cast such vote need not be a Lot owner. Any such designation once made shall be voided when the Board shall receive notice of the death or judicially declared incompetency of any Lot Owner, upon the conveyance by any Lot Owner of his interest in his Lot, or upon written notice from all owners of the subject Lot. In any situation where there is more than one Owner of a Lot, the Owners of that Lot attending any meetings of the Association may, if they act unanimously, cast a vote for that Lot. If a Lot's boundaries are modified by a Lot Line Adjustment approved by the appropriate government agencies, each new lot thus created shall be entitled to cast only one vote, and the Lot Line Adjustment shall not result in creation of fractional lots or fractional votes.

If a Building Site consists of more than one Lot, the Owner shall be entitled to one vote for each whole Lot owned. If the Building Site results in the use of fractional lots, the Owner that owns the largest square footage portion of said lot which has been divided shall cast the vote for said lot unless an Owner of a lesser portion of said Lot was specifically granted the right to vote by deed or other recorded conveyance.

Voting at any meeting of the Association may be in person or by proxy, provided that such proxy is in writing and signed by the Lot Owner and filed with the Board in advance of the meeting at which such vote is taken. The voting rights of any member may be suspended as provided in the Declaration, or the articles or bylaws of the Association.

B. **Articles and Bylaws.** The Association shall be governed by its articles and bylaws, which instruments may be amended in accordance with their respective terms and conditions.

C. **Initial Board of Directors.** The members of the Initial Board shall be appointed by the Declarant and shall serve until the termination of the Development Period. Prior to the transfer of the management and administration of the Summer Ridge Homeowners' Association from the Initial Board to the first Board elected following the end of the Development Period, if any member of the Initial Board is no longer alive, or becomes incompetent or resigns or if the Declarant desires to replace or remove any such member, then the Declarant shall have the right and power to do so and to appoint a successor who shall serve until the Initial Board transfers responsibility for management and administration of the Summer Ridge Homeowners' Association to the first Board elected following the end of the Development Period. Except as specifically provided herein to the contrary, during such time as the Declarant's appointees compose the Initial Board, such appointees shall have the right to exercise all powers and perform all functions of the Board

890914654 8911020350

NOV 2 1989

FILED BY TCDR

as authorized and provided in this declaration, the articles of incorporation and bylaws of the Association. The Initial Board shall serve without compensation.

This Declaration and/or the articles of incorporation and/or the bylaws of the Association shall not be amended, modified or superceded without the express written consent of the Declarant until management and administration of the Summer Ridge Homeowners' Association is transferred from the Initial Board to the first Board of directors following the end of the Development Period.

## 6. ASSESSMENTS

A. Lien for Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed or real estate contract therefor, whether or not it shall be so expressed in such deed or real estate contract, is deemed to covenant and agree to pay to the Association:

1. Annual assessments or charges; and
2. Special assessments for improvements.

The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment became due. The personal obligation for delinquent assessment shall not pass to successors in title unless expressly assumed by such successors.

B. 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 Areas and Improvements.

C. Annual Assessments. The Board may fix an annual assessment for the operation and maintenance of the Association and for the purpose of providing revenues to fulfill the assessment purpose stated herein.

D. 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 or reconstruction of a capital improvement upon the Common Areas and Improvements, including fixtures and personal property related thereto, provided that with respect to any new capital improvements such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for the purpose of considering a special assessment. Assessments with respect to the repair or maintenance of existing capital improvements shall be decided by the Board of Directors of the Association and shall not be subject to the two-thirds (2/3) ratification procedure discussed above. A special assessment applicable to one year only may provide for a payment schedule extending beyond that one year to allow the Association to finance any such capital expenditure.

E. Notice and Quorum for Special Assessment Meeting. Written notice of any meeting called for the purpose of making a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of such meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast 60% of all the votes of the

8911020350

8909140654

NOV 2 1989

FILED BY TCR



Members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, 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.

F. 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.

G. Commencement of Annual Assessments. 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 Areas and Improvements to the Association. The Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board. 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 had been paid. A properly executed certificate of the Association as to the status of the assessments on a Lot is binding upon the Association as of the date of its issuance.

H. Effect of Nonpayment of Assessments; Remedies. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate set by the Association. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots. No Owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Areas and Improvements or by abandonment of his or her Lot or Lots.

I. Subordination of 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 became due prior to such sale or transfer. No sale or transfer shall release such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

J. Electricity and Street Lighting Service. The Developer has paid for the costs of installing a street lighting system within the plat which benefits directly or indirectly all lots in the plat and has requested Northeast Sammamish Sewer and Water District of King County, Washington, ("District") to provide electricity therefore from Puget Power. Upon formation of a street lighting system within the plat for such purpose the District will provide electricity to the system and will charge each lot owner a monthly charge therefore, and each lot owner within the District shall pay the same when due. Unpaid charges for said electricity shall be a lien upon the lot or lots benefiting directly or indirectly from such service and may be collected in accordance with RCW 57.08.060(4), and or as may be provided for the collection of fees and charges set forth herein, at the District's election.

## 7. ENFORCEMENT

Provisions of this Declaration are declared to create mutual, equitable covenants and servitudes for the benefit of the Declarant, each Owner of a Lot or Building Site subject to said covenants, and their successors in interest. Enforcement of these covenants, conditions and restrictions may be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction, and said action may be brought either to restrain violation and/or to recover damages. Failure of the Declarant, the ACC or any Owner to enforce any covenant, restriction or exercise any rights herein contained shall in no event be deemed a waiver of the right to do so thereafter. All costs incurred in enforcement shall be at the expense of the violator or violators, including a reasonable attorneys' fee.

## 8. ADDITIONAL PROPERTY

The Declarant hereby reserves for itself, its successors or assigns, the right, but not the obligation, to include additional adjacent properties within the auspices of the Association and to grant to the Lot Owners of any such

8911020350

8909140654

NOV 2 1989

FILED BY TIGOR

12

additional adjacent properties all rights and benefits to which Members of the Association are entitled. The Declarant hereby reserves for itself, its successors or assigns, the right to develop said additional adjacent properties without subjecting them to the terms and provisions of this Declaration. The intent of this provision is to allow the Declarant the option to create one Homeowners' Association for all phases of the Summer Ridge project. Thus, Lot Owners of additional adjacent property may become Members of the Association even though they are subject to a declaration of covenants, conditions, restrictions and easements which differs from this Declaration.

Each Lot Owner hereby consents to the inclusion of additional property entitled to membership in the Association at any time from the date on which this Declaration is recorded with the King County Recorder. Each Lot Owner hereby appoints and constitutes the Declarant as his attorney-in-fact to accomplish the amendment of the Association's Articles and Bylaws to add such additional properties. Each Lot Owner further agrees that the Declarant, as attorney-in-fact for each Lot Owner, shall have the authority to file such amendments to this Declaration and/or record additional Declarations as the Declarant may reasonably deem appropriate to include such additional properties within the auspices of the Association. If the Declarant adds additional properties to the Association, at the time at which any additional properties are added to the Association, the Common Areas and Improvements included in such property shall be combined with the Common Areas and Improvements existing in the Association prior to such addition or additions. The Common Areas and Improvements shall then be burdened by easements in favor of the Lot Owners of the originally described Property and in favor of the Lot Owners of any additional properties, and shall be benefitted by an obligation of the Lot Owners of the originally described Property and the Lot Owners of any additional properties to pay a portion of the cost of maintenance of the Common Areas and Improvements. Until such additional adjacent properties shall be subjected to the Association, the property shall not be governed by the Association. This Declaration shall not give the Association or any Lot Owners any right in said adjacent properties until said adjacent properties are subjected to the Association.

Nothing contained in this Declaration shall be construed to require the Declarant to include any additional properties.

#### 9. DEVELOPMENT PERIOD

The Development Period shall mean that period of time from the date of recording this Declaration until two years after the date when 90% of the lots entitled to membership in the Association have had improvements constructed on them and have been sold. A sold home shall be evidenced by the recording of a deed or real estate contract with the King County Recorder. Lots entitled to membership shall consist of lots included in this Declaration and lots included in the Association under the provision for additional adjacent property.

Notwithstanding the foregoing, the Declarant, at its option, may elect to terminate the Development Period at any time after ten (10) lots have had improvements constructed on them and have been sold. Upon termination of the Development Period, either as a result of the sale of the required number of improved lots or the election of the Declarant, the Declarant shall record with the King County Recorder a Declaration of Termination of Development Period referencing the Declaration and stating that the Development Period is terminated, and the Development Period shall terminate with the recording of said document.

Not less than ten (10) no more than thirty (30) days prior to the recording of the Declaration of Termination of Development Period, the Declarant shall

8911020350

8909440654

8911020350  
890914654

give written notice of the termination of the Development Period to the Owner of each Lot. If there shall be more than one Owner of any Lot, notice to anyone of said Owners of any Lot shall be sufficient. The notices shall be transmitted by regular mail, postage prepaid, addressed to the Owner at the last mailing address provided to the Declarant. If no mailing address has been provided to the Declarant, then said notice shall be addressed to the mailing address of the Lot. Notices shall be deemed given when deposited in the United States Mail, postage prepaid, addressed as herein indicated.

Said Notice of Termination of Development Period shall specify the date when the Development Period will terminate, and shall further notify the Lot Owners of the date, place and time at which the first annual meeting of the Association will be held. The notice shall specify that the purpose of the Association meeting is to elect new officers and a Board of Directors of the Association. The board 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 and it shall thereafter be the responsibility of the Lot Owners to provide for the operation of the Association.

The Declarant hereby reserves for itself, its successors or assigns, during the Development Period, all of the rights, powers, and functions of the Association, or the Board of Directors thereof, which shall be exercised and/or performed by the Declarant. The Declarant shall appoint the Initial Board of Directors who shall exercise the aforesaid rights during the Development Period.

10. SEVERABILITY

The invalidation of any one of the covenants contained in this Declaration by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

11. FHA/VA APPROVALS

As long as the Development Period exists for the Declarant, the following actions will require prior approval of the Veterans Administration or the Federal Housing Administration:

- A. Annexation of additional properties to this Declaration;
- B. Dedication of common property, and
- C. Amendment of this Declaration.

12. PLAT DEDICATION

The recorded plat contains the following provision:

The undersigned owners of the land hereby subdivided waive for themselves, their heirs and assigns and any person or entity deriving title from the undersigned, any and all claims for damages against King County, its successors and assigns which may be occasioned by the establishment, construction, or maintenance of roads and/or drainage systems within this subdivision other than claims resulting from inadequate maintenance by King County.

Further, the undersigned owners of the land hereby subdivided agree for themselves, their heirs and assigns to indemnify and hold King County, its successors and assigns, harmless from any damage, including any costs of defense, claimed by persons within or without this subdivision to have been caused by alterations of the ground surface, vegetation, drainage, or surface or subsurface water flows within this subdivision or by establishment, construction or maintenance of the roads within this subdivision. Provided, this waiver and indemnification shall not be construed as releasing King County, its successors and assigns, from liability for damages, including the cost of defense, resulting in whole or in part from the negligence of King County, its successors or assigns.



# SUMMER RIDGE DIV. NO. 6

SI/2 SEC. 22, TWP. 25N., RGE. 6E., W.M.  
KING COUNTY, WASHINGTON

8909191345

148/38-43

BY: 15 81345  
FILE: 17 37.00  
REC: 1 2.00  
RE: 1 26.00  
CASH: 1  
--65.00  
35

**NOTATION**  
ALL PEOPLE BY THESE PRESENTS that we, the undersigned owners of interest in the land hereby subdivided, hereby declare this plat to be the graphic representation of the subdivision under power, and do hereby dedicate to the use of the public forever all streets and avenues not shown as private roads and dedicate the use thereof for all public purposes not inconsistent with the use thereof for public highway purposes, and also the right to make all necessary allowances for cuts and fills upon the lots shown thereon in the original reasonable grading of said streets and avenues, and further dedicate to the use of the public all the easements and tracts shown on this plat for all public purposes as indicated thereon, including but not limited to parks, open space, utilities and drainage easements or tracts as specifically identified on this plat as being dedicated or conveyed to a person or entity other than the public, in which case we do hereby dedicate such easements, easements, or tracts to the person or entity and for the purpose stated.  
Further, the undersigned owners of the land hereby subdivided waive for themselves, their heirs and assigns any and all claims or rights deriving title from the undersigned, any and all claims for damages against King County, its successors and assigns which may be occasioned by the establishment, construction, or maintenance of roads and/or drainage systems within this subdivision other than claims resulting from independent maintenance by King County. Further, the undersigned owners of the land hereby subdivided agree for themselves, their heirs and assigns to indemnify and hold King County, its successors and assigns, harmless from any damage, including any costs of defense, claimed by persons within or without this subdivision to have been caused by alterations of the ground surface, vegetation, drainage, or surface or subsurface water flows within this subdivision or by establishment, construction or maintenance of the roads within this subdivision. Provided, this waiver shall not be construed as releasing King County, its successors or assigns, from liability for damages, including the cost of defense, resulting in death or injury from the negligence of King County, its successors or assigns.  
This subdivision, dedication, waiver of claim and agreement to hold harmless is made with the free consent and in accordance with the desires of said owners.  
IN WITNESS WHEREOF we set our hands and seals.

**LOUIS HOPES CORPORATION**, a Washington Corporation, successor through merger to Park West Corporation  
BY: [Signature] BY: [Signature]

**STATEMENT**  
I certify that I know or have satisfactory evidence that DAVID U. LOPEZ JR. used signed this instrument, or each stated that they were authorized to execute the instrument and acknowledged it as the **SECRETARY** of **LOUIS HOPES CORPORATION**, a Washington Corporation, to wit the free and voluntary act of each party for the uses and purposes mentioned in the instrument.

Dated SEPTEMBER 6 1999  
Signature of Public Guardian Schenckman  
COMMISSIONER Pikes 3-22-92

**ENGINEERING**  
**PAUL J. KAMMING AND ASSOCIATES**  
Examined and approved this 14th day of September, 1999.  
[Signature]  
Professional Engineer  
Examined and approved this 14th day of September, 1999.  
[Signature]  
Surveyor, Building & Land Development Division  
**KING COUNTY DEPARTMENT OF ASSESSMENTS**  
Examined and approved this 1st day of SEPTEMBER, 1999.  
[Signature] [Signature]  
King County Assessor Deputy King County Assessor  
**KING COUNTY COUNCIL**  
Examined and approved this 14th day of SEPTEMBER, 1999.  
[Signature] ATTEST: [Signature]  
Secretary King County Council Clerk of the Council

**TAXPAYER INFORMATION'S CERTIFICATE**  
I certify that all property taxes are paid, that there has no delinquent special assessments certified to this office for collection and that all special assessments certified to this office for collection on any of the property herein contained, dedicated as streets, alleys or for other public use, are paid in full. This 6th day of SEPTEMBER, 1999.  
OFFICE OF FINANCE  
[Signature] [Signature]  
Assistant Finance Manager Deputy Finance Manager



COUNTY RECORDING BY SERIAL INFORMATION BLOCK (SAC 333-130-060)

**LAND SURVEYOR'S CERTIFICATE**  
I hereby certify that this plat of SUMMER RIDGE DIV. NO. 6 is based upon an actual survey and subdivision of Section 22, Township 25 North, Range 6 East of W.M., that the courses and distances are shown correctly thereon; that the monuments will be set and the lot and block corners will be staked correctly on the ground as construction is completed and that I have fully complied with the provisions of the platting regulations.



[Signature]  
Paul J. Kamming, Professional Land Surveyor  
Certificate No. 18084

**RECORDING CERTIFICATE**  
This is the record of the record of the King County Council this 1st day of SEPTEMBER, 1999, of 1 block(s) of 1 parcel(s), records of King County, Washington.

**DEVIATION OF RECORDS AND ELECTIONS**  
By: [Signature] Superintendent of Records

SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22,  
AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF  
SECTION 22, ALL IN TOWNSHIP 25 NORTH, RANGE 6 EAST,  
WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON

SHEET 1 OF 4 SHEETS

BLVD FILE NO 285-1  
TOWN 1999

10/1/99

# SUMMER RIDGE DIV. NO. 6

SI/2 SEC. 22, TWP. 25N., RGE. 6E., W.M.  
KING COUNTY, WASHINGTON

8909191345

148/38-43

**LEGAL DESCRIPTION**

**PARCEL A**

That portion of the southeast quarter of the southeast quarter, and of the southeast quarter of the southeast quarter, all in Section 22, Township 25 North, Range 6 East, W.M., in King County, Washington described as follows:

Beginning at the south quarter corner of said Section 22; thence S88°37'27" E 432.84 feet to the southeast corner of the southeast quarter of the southeast quarter of said Section 22; thence S01°27'58" E 113.78 feet to the TRUE POINT OF BEGINNING; thence S31°48'00" W 68.39 feet; thence S35°20'00" W 28.84 feet; thence S54°40'00" W 105.00 feet; thence S35°20'00" W 8.36 feet; thence S54°40'00" W 56.00 feet; thence S54°28'21" W 101.81 feet; thence S35°20'00" W 20.00 feet; thence S54°40'00" W 178.10 feet; thence S48°32'12" W 70.71 feet; thence S29°00'50" W 85.38 feet; thence S74°25'33" W 343.78 feet; thence S01°48'04" W 45.27 feet; thence S15°22'58" E 62.00 feet; thence S20°53'27" E 48.22 feet; thence S08°43'28" E 237.31 feet to the south line of said Section 22; thence N89°37'27" W along the south line thereof 140.00 feet to the south quarter corner of said Section 22; thence S89°36'12" W along the south line of said Section 22, a distance of 140.00 feet; thence S08°05'11" W 130.22 feet; thence S71°53'02" W 170.55 feet; thence N07°48'00" E 130.00 feet to the southeast corner of Lot 12, Summer Ridge Div. No. 5, according to the plat thereof recorded in Volume 137 of Plats, Page 78 thru 81, records of King County, Washington; thence continuing N07°48'00" E 80.00 feet to the northeast corner of said Lot 12; thence S07°35'48" W 66.01 feet to the southwest corner of Tract A, Summer Ridge Div. No. 4, according to the plat thereof recorded in Volume 136 of Plats, Page 78 thru 79, records of King County, Washington; thence easterly and northerly along the southerly and easterly line of said plat the following courses and distances: S42°29'00" E 46.00 feet; thence N07°32'00" E 105.00 feet; thence S42°28'00" E 136.00 feet; thence S88°58'38" E 82.00 feet; thence N77°54'18" E 80.00 feet; thence S59°53'38" E 124.80 feet; thence S35°20'00" W 83.82 feet; thence N10°15'41" W 75.00 feet; thence S20°26'55" E 234.78 feet to the north line of the southeast quarter of the southeast quarter of said Section 22; thence S88°35'05" E along said north line and bearing the easterly line of said plat, a distance of 118.74 feet to the northeast corner of said southeast quarter of the southeast quarter; thence S01°27'58" W 1281.26 feet to the TRUE POINT OF BEGINNING.

**PARCEL B**

That portion of the southeast quarter of the southwest quarter of Section 22, Township 25 North, Range 6 East, W.M., in King County, Washington described as follows:

Beginning at the northeast corner of Lot 11; Summer Ridge Div. No. 5, according to the plat thereof recorded in Volume 137 of Plats, Page 78 thru 81, records of King County, Washington; thence S07°48'00" W 80.00 feet to the southwest corner of said Lot 11; thence continuing S07°48'00" W 86.00 feet; thence S17°52'27" W 60.00 feet; thence S36°55'48" W 50.00 feet; thence S08°40'23" W 84.00 feet; thence S43°52'47" W 84.00 feet; thence S84°08'20" W 85.00 feet; thence N71°35'31" W 52.65 feet; thence S25°03'45" W 55.86 feet; thence N19°30'07" W 30.62 feet to the northerly line of Lot 8 of said Summer Ridge Div. No. 5; thence S89°28'58" E 111.01 feet to the northeasterly corner of Lot 10 of said Summer Ridge Div. No. 5; thence N19°30'07" W 105.00 feet to the northeasterly corner of said Lot 10; thence easterly along the southerly margin of NE 25th Way as shown on said Summer Ridge Div. No. 5 the following courses and distances: N59°28'53" E 21.84 feet to a point of curve; thence easterly on a circular curve to the right, having a radius of 322.00 feet, thru a central angle of 80°02'50", an arc distance of 50.81 feet to a point of compound curve, the center which bears S17°28'47" E 25.00 feet; thence southeasterly on a circular curve to the right, thru a central angle of 89°28'47", an arc distance of 43.41 feet; thence S88°00'00" E 48.00 feet to a point on a curve, the center which bears S08°00'00" E 25.00 feet; thence northeasterly on a circular curve to the right, thru a central angle of 80°28'48", an arc distance of 43.41 feet to a point of compound curve, the center which bears S07°28'48" W 322.00 feet; thence easterly on a circular curve to the right, thru a central angle of 00°02'50", an arc distance of 0.21 feet; thence S43°28'00" E 81.84 feet to the POINT OF BEGINNING.

**RIGHTS OF EASEMENTS**

An easement is hereby reserved for and granted to PUGET SOUND POWER AND LIGHT COMPANY, WASHINGTON NATURAL GAS COMPANY, GENERAL TELEPHONE COMPANY OF THE NORTHWEST, NORTHEAST SAPPARISH BEACH AND WATER DISTRICT AND VIACON CABLE COMPANY, and their respective successors and assigns, under and upon the exterior 7 feet parallel with and adjoining the street frontage of all lots and tracts in which be installed, lay, construct, renew, operate and maintain underground conduits, cables, pipelines, and wires with the necessary facilities and other equipment for the purpose of service to this subdivision and other property with electric, telephone, gas, cable T.V. service, sewer and water, together with the right to enter upon the easements of all line for the purpose stated.

An easement is hereby reserved for and granted to NORTHEAST SAPPARISH BEACH AND WATER DISTRICT under and upon the amount shown on the plat and described herein as "sewer easement" to install, maintain, replace, repair and operate sewer mains and appurtenances for this subdivision and other property together with the right to enter upon said easements at all times for the purpose stated. Structures shall not be constructed upon any area reserved for these easements.

**REMARKS**

All lots within this plat are subject to the monuments recorded the \_\_\_\_\_ day of \_\_\_\_\_, 1989, under Recording Number \_\_\_\_\_ records of King County, Washington.

**RESTRICTIONS**

No lot or portion of a lot in this plat shall be divided or sold or leased or otherwise changed or transferred whereby the acreage of any portion of this plat shall be less than the area required for the use district in which located.

SUBJECT TO underground electrical easement granted to Puget Sound Power and Light Company by instrument recorded under King County Recording No. 8908181A2.

SUBJECT TO underground electrical easement granted to Puget Sound Power and Light Company by instrument recorded under King County Recording No. 8908270648.

**GENERAL NOTES**

- TRACT "B" TO BE DEDICATED TO KING COUNTY FOR DRAINAGE PURPOSES UPON RECORDING OF THIS PLAT.
- TRACT "A" SHALL BE OWNED AND MAINTAINED BY THE SUMMER RIDGE HOMEOWNERS ASSOCIATION AND SHALL BE SUBJECT TO THE RESTRICTIONS IN NOTICE 1 AND 4.
- TRACT "A" PERMANENT OPEN AREA: AS A REQUIREMENT FOR APPROVAL, THIS TRACT IS SET ASIDE AND RESERVED FOR PERMANENT OPEN SPACE AND RECREATIONAL USE FOR THE BENEFIT OF THE PRESENT AND FUTURE LOTS OF THIS SUBDIVISION AS AUTHORIZED BY ORDINANCE NO. 3413. AS A CONDITION OF APPROVAL, THE UNDERSIGNED OWNERS OF INTEREST IN LAND HEREBY SUBDIVIDED DO GRANT AND CONVEY A PERPETUAL EASEMENT IN TRACT "A" FOR USE AND BENEFIT OF ALL PRESENT AND FUTURE OWNERS OF THE LOTS OF THIS SUBDIVISION AUTHORIZED BY ORDINANCE NO. 3413, EXCEPT AS SHOWN ON THE PLAT. NO BUILDING SHALL BE PLACED ON TRACT "A" AND SUCH TRACT SHALL NOT BE FURTHER SUBDIVIDED OR USED FOR FINANCIAL GAIN.
- BUILDING SETBACKS & NATIVE GROWTH PROTECTION EASEMENTS.  
STRUCTURES, FILL OR OBSTRUCTIONS (INCLUDING BUT NOT LIMITED TO DECKS, PATIOS, OUTBUILDINGS, OR OVERHANGS BEYOND 18 INCHES) ARE PROHIBITED BEYOND THE BUILDING SETBACK LINE, AND WITHIN 15-FOOT FLOOR PLANS (IF APPLICABLE), AND WITHIN THE NATIVE GROWTH PROTECTION EASEMENT(S) AS SHOWN.  
DEDICATION OF THE NATIVE GROWTH PROTECTION EASEMENT (NPE) CONVEYS TO THE PUBLIC A BENEFICIAL INTEREST IN THE LAND WITHIN THE 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 ANIMAL BUFFERING, AND PROTECTION OF PLANT AND ANIMAL HABITAT. THE NPE IMPOSES UPON ALL PRESENT AND FUTURE OWNERS AND OCCUPIERS OF LAND SUBJECT TO THE EASEMENT THE OBLIGATION, ENFORCEABLE ON BEHALF OF THE PUBLIC OF KING COUNTY, TO LEAVE UNDISTURBED ALL TREES AND OTHER VEGETATION WITHIN THE EASEMENT. THE VEGETATION WITHIN THE EASEMENT MAY NOT BE CUT, PRUNED, COVERED BY FILL, REMOVED OR DAMAGED WITHOUT EXPRESS PERMISSION FROM KING COUNTY, WHICH PERMISSION MUST BE OBTAINED IN WRITING FROM THE KING COUNTY BUILDING AND LAND DEVELOPMENT DIVISION OR ITS SUCCESSOR AGENCY.  
BEFORE BEGINNING AND DURING THE COURSE OF ANY GRADING, BUILDING CONSTRUCTION, OR OTHER DEVELOPMENT ACTIVITY ON A LOT SUBJECT TO THE NPE, THE COMMON BOUNDARY BETWEEN THE EASEMENT AND THE AREA OF DEVELOPMENT ACTIVITY MUST BE FENCED OR OTHERWISE MARKED TO THE SATISFACTION OF KING COUNTY.
- "ALL BUILDING DOWNSPUTS, FOOTING DRAINS AND DRAINS FROM ALL IMPERVIOUS SURFACES SUCH AS PATIOS AND DRIVEWAYS SHALL BE COMPLETED TO THE APPROVED PERMANENT STORM DRAIN OUTLET AS SHOWN ON THE APPROVED CONSTRUCTION DRAWINGS (P132, E-R ON FILE WITH KING COUNTY BUILDING AND LAND DEVELOPMENT DIVISION) (ALD). THIS PLAN SHALL BE SUBMITTED WITH THE APPLICATION FOR ANY BUILDING PERMIT. ALL CONNECTIONS OF THE DRAINS MUST BE CONSTRUCTED AND APPROVED PRIOR TO THE FINAL BUILDING INSPECTION APPROVAL. INDIVIDUAL LOT INFILTRATION SYSTEMS, WHERE PERMITTED, SHALL BE CONSTRUCTED AT THE TIME OF THE BUILDING PERMIT AND SHALL COMPLY WITH SAID PLANS ON FILE WITH BALD, UNLESS OTHERWISE APPROVED BY ENGINEERING REVIEW, KING COUNTY BALD, OR ITS SUCCESSOR AGENCY."
- DRAINAGE EASEMENT RESTRICTIONS:  
STRUCTURES, FILL OR OBSTRUCTIONS (INCLUDING BUT NOT LIMITED TO DECKS, PATIOS, OUTBUILDINGS, OR OVERHANGS) SHALL NOT BE PERMITTED BEYOND THE BUILDING SETBACK LINE OR WITHIN DRAINAGE EASEMENTS. ADDITIONALLY GRADING AND CONSTRUCTION OF FINISH SHALL NOT BE ALLOWED WITHIN THE DRAINAGE EASEMENTS SHOWN ON THIS PLAT UNLESS OTHERWISE APPROVED BY KING COUNTY BUILDING AND LAND DEVELOPMENT DIVISION.
- THE OWNER OF LOTS 62-66 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE PLANTER ISLAND WITHIN 234TH COURT NORTHEAST. (SEE NOTICE 9)
- THE OWNER OF LOTS 36-43 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE PLANTER ISLAND WITHIN 230TH COURT NORTHEAST. (SEE NOTICE 9)
- KING COUNTY SHALL NOT BE RESPONSIBLE FOR THE PLANTER ISLANDS WITHIN 234TH COURT NORTHEAST AND 230TH COURT NORTHEAST UNLESS THEY ARE PAVED.
- THE PRIVATE DRAINAGE EASEMENT WITHIN LOTS 62-66 SHALL BE FOR THE MUTUAL BENEFIT OF SAID LOTS.
- THE PRIVATE DRAINAGE EASEMENT WITHIN LOTS 36-43 SHALL BE FOR THE MUTUAL BENEFIT OF SAID LOTS.
- PRIOR TO THE ISSUANCE OF A BUILDING OR PLACING PERMIT FOR LOTS 36-43 A REPORT FROM A QUALIFIED GEOTECHNICAL ENGINEER MUST BE SUBMITTED TO KING COUNTY BUILDING AND LAND DEVELOPMENT. THIS REPORT SHALL ADDRESS ISSUES OF ORGANIC SOILS AND A HIGH GROUND WATER TABLE AND CERTAIN CONSTRUCTION RECOMMENDATIONS.
- INSTRUMENTATION FOR THIS SURVEY WAS A 1 MINUTE THEODOLITE AND ELECTRONIC DISTANCE MEASUREMENT UNIT. PROCEDURES USED IN THIS SURVEY WERE FIELD TRAVERSE, MEETING OR EXCEEDING STANDARDS SET BY IAN 331-136-006.

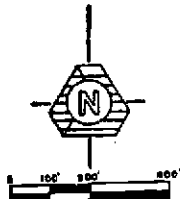


# SUMMER RIDGE DIV. NO. 6

S1/2 SEC. 22, TWP. 25N., RGE. 6E., W.M.  
KING COUNTY, WASHINGTON

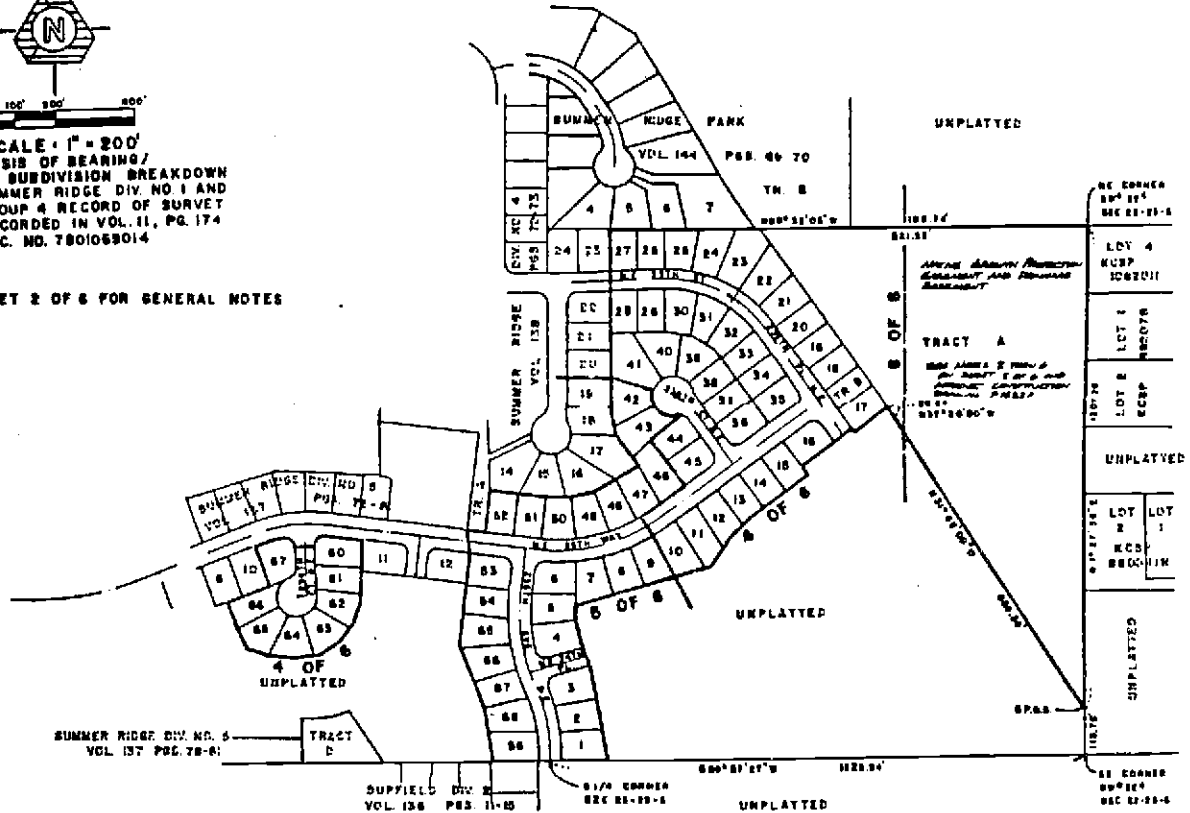
8909191345

148/38-43



SCALE: 1" = 200'  
BASIS OF BEARING/  
SUBDIVISION BREAKDOWN  
SUMMER RIDGE DIV. NO. 1 AND  
GROUP 4 RECORD OF SURVEY  
RECORDED IN VOL. 11, PG. 174  
REC. NO. 7801068014

SEE SHEET 2 OF 6 FOR GENERAL NOTES

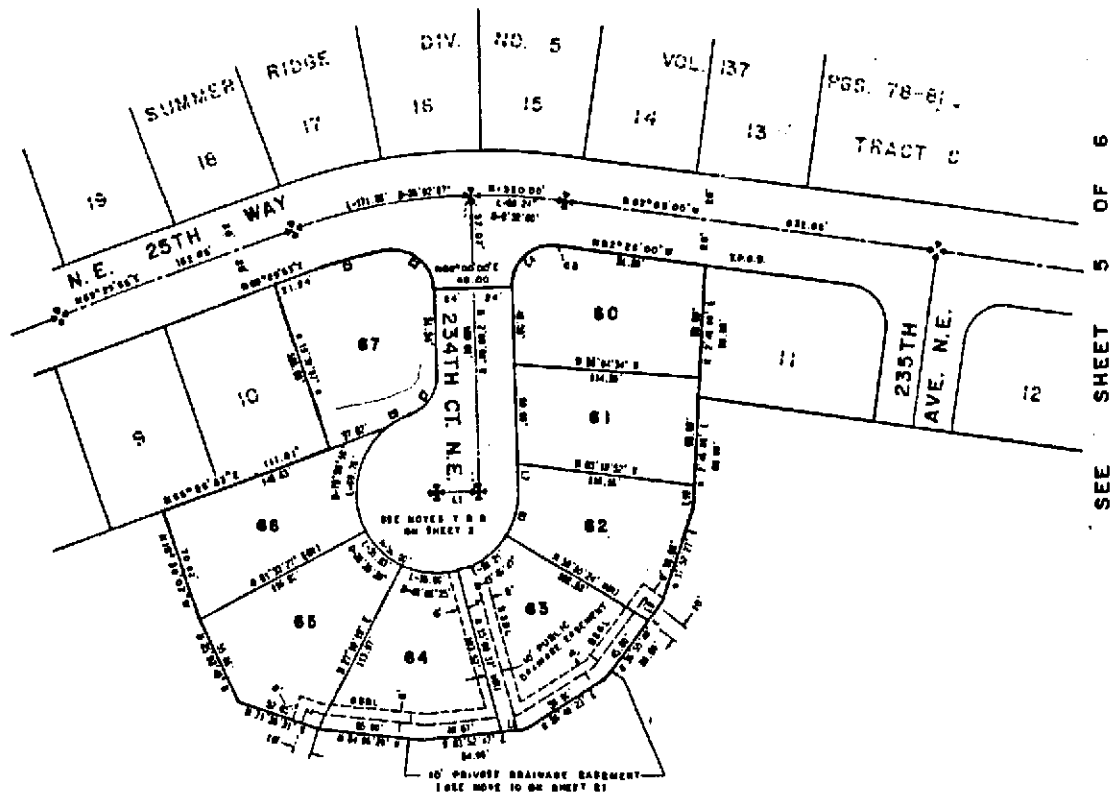


# SUMMER RIDGE DIV. NO. 6

1/2 SEC. 22, TWP. 25N., RGE. 6E., W.M.  
KING COUNTY, WASHINGTON

8909191345

178/38-43



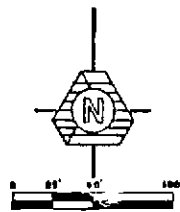
UNPLATTED

SEE SHEET 5 OF 6

LINE	BEARING	DISTANCE
L1	S 89° 50' 00" W	100.00
L2	S 89° 50' 00" W	100.00
L3	S 89° 50' 00" W	100.00
L4	S 89° 50' 00" W	100.00
L5	S 89° 50' 00" W	100.00
L6	S 89° 50' 00" W	100.00
L7	S 89° 50' 00" W	100.00
L8	S 89° 50' 00" W	100.00
L9	S 89° 50' 00" W	100.00
L10	S 89° 50' 00" W	100.00

LINE	BEARING	DISTANCE
L1	S 89° 50' 00" W	100.00
L2	S 89° 50' 00" W	100.00
L3	S 89° 50' 00" W	100.00
L4	S 89° 50' 00" W	100.00
L5	S 89° 50' 00" W	100.00
L6	S 89° 50' 00" W	100.00
L7	S 89° 50' 00" W	100.00
L8	S 89° 50' 00" W	100.00
L9	S 89° 50' 00" W	100.00
L10	S 89° 50' 00" W	100.00

- LEGEND**
- ✱ FOUND KING COUNTY STANDARD CONC. MON & CASE
  - ✱ SET KING COUNTY STANDARD CONC. MON & CASE
  - RSBL BUILDING SETBACK LINE
  - (R) RADIAL

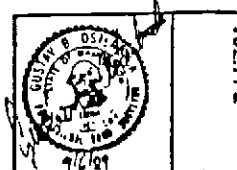


SCALE 1" = 50'  
BASIS OF BEARING/  
SUBDIVISION BREAKDOWN  
SUMMER RIDGE DIV. NO. 1 AND  
GROUP 4 RECORD OF SURVEY  
RECORDED IN VOL. 11, PG. 174  
REC. NO. 78D168DD14

SEE SHEET 2 OF 6 FOR GENERAL NOTES

3442 FILE NO. 285-1  
TR 22 ASSOC. INC. 1000 1ST AV. WA. JOB NO. 84-004

SHEET 4 OF 6 SHEETS





# SUMMER RIDGE DIV. NO. 6

1/2 SEC. 22, TWP. 25N., RGE. 6E., W.M.  
KING COUNTY, WASHINGTON

8909191345

178/38-43

SUMMER RIDGE DIV. NO. 4  
VOL. 138 PGS. 70-73

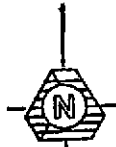
SUMMER RIDGE  
DIV. NO. 6  
VOL. 137 PGS. 78-81

TRACT C

SEE SHEET 4 OF 6

SEE SHEET 6 OF 6

SEE SHEET 6 OF 6



SCALE: 1" = 50'  
BASIS OF BEARINGS/  
SUBDIVISION BREAKDOWN  
SUMMER RIDGE DIV. NO. 1 AND  
GROUP 4 RECORD OF SURVEY  
RECORDED IN VOL. 11, PG. 174  
REC. NO. T801D69014

### LEGEND

- ⊗ FOUND KING COUNTY STANDARD CONC. MON & CASE
- ⊗ SET KING COUNTY STANDARD CONC. MON & CASE
- BSBL BUILDING SETBACK LINE
- (R) RADIAL

SEE SHEET 2 OF 6 FOR GENERAL NOTES

PP. 808 & CASE  
11-82

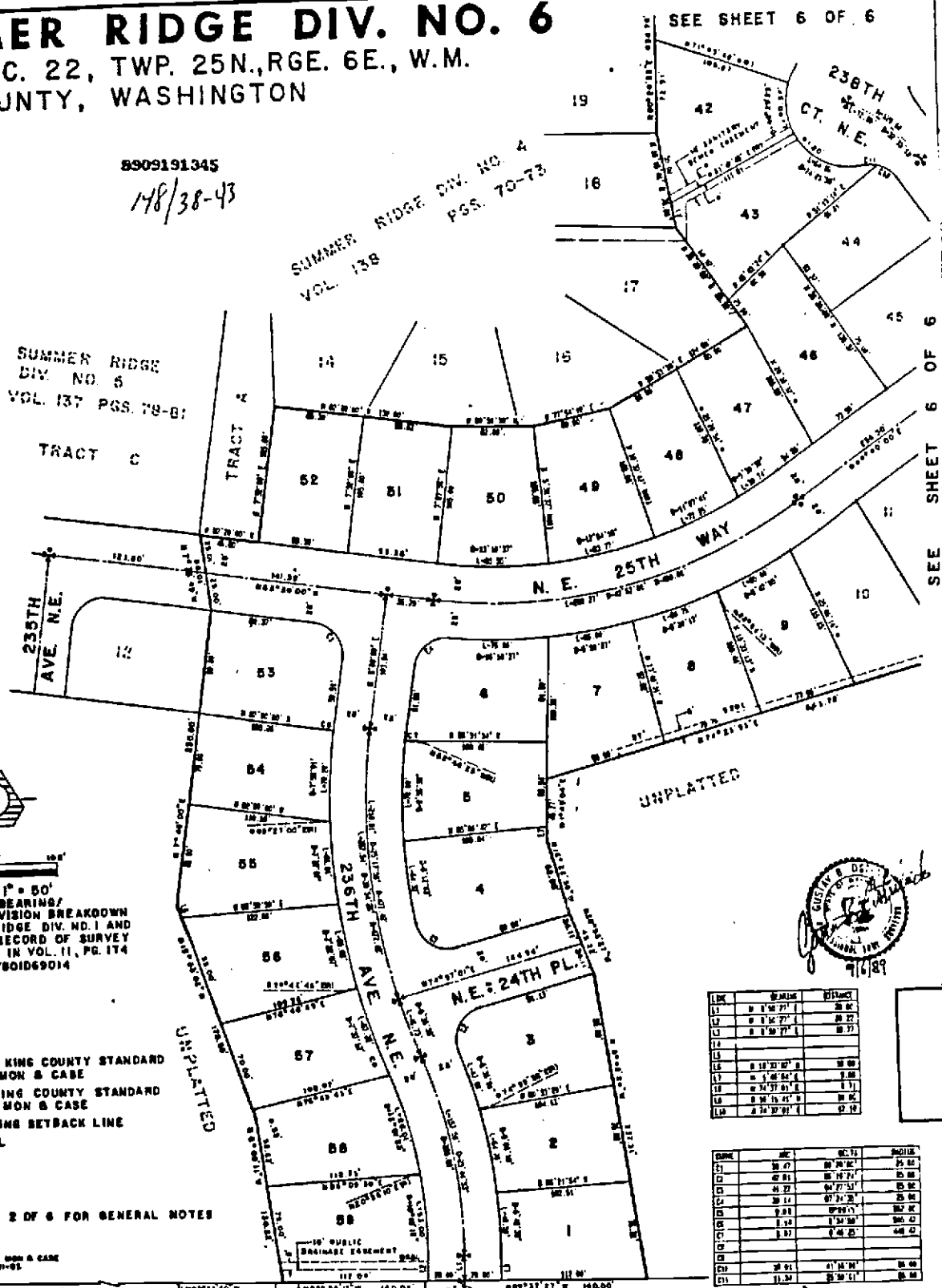
BALD FILE NO. 885-1

SUMMER RIDGE DIV. NO. 1

VOL. 136 PGS. 11-15

SHEET 5 OF 6 SHEETS

UNPLATTED



UNPLATTED



LINE	BEARING	DISTANCE
11	S 89° 17' 11" E	20.00
12	S 89° 17' 11" E	20.00
13	S 89° 17' 11" E	20.00
14		
15	S 12° 27' 07" E	10.00
16	S 12° 27' 07" E	10.00
17	S 12° 27' 07" E	10.00
18	S 12° 27' 07" E	10.00
19	S 12° 27' 07" E	10.00

LINE	BEARING	DISTANCE	ANGLE
11	S 89° 17' 11" E	20.00	89.286
12	S 89° 17' 11" E	20.00	89.286
13	S 89° 17' 11" E	20.00	89.286
14			
15	S 12° 27' 07" E	10.00	12.452
16	S 12° 27' 07" E	10.00	12.452
17	S 12° 27' 07" E	10.00	12.452
18	S 12° 27' 07" E	10.00	12.452
19	S 12° 27' 07" E	10.00	12.452

VOL/PAGE

# SUMMER RIDGE DIV. NO. 6

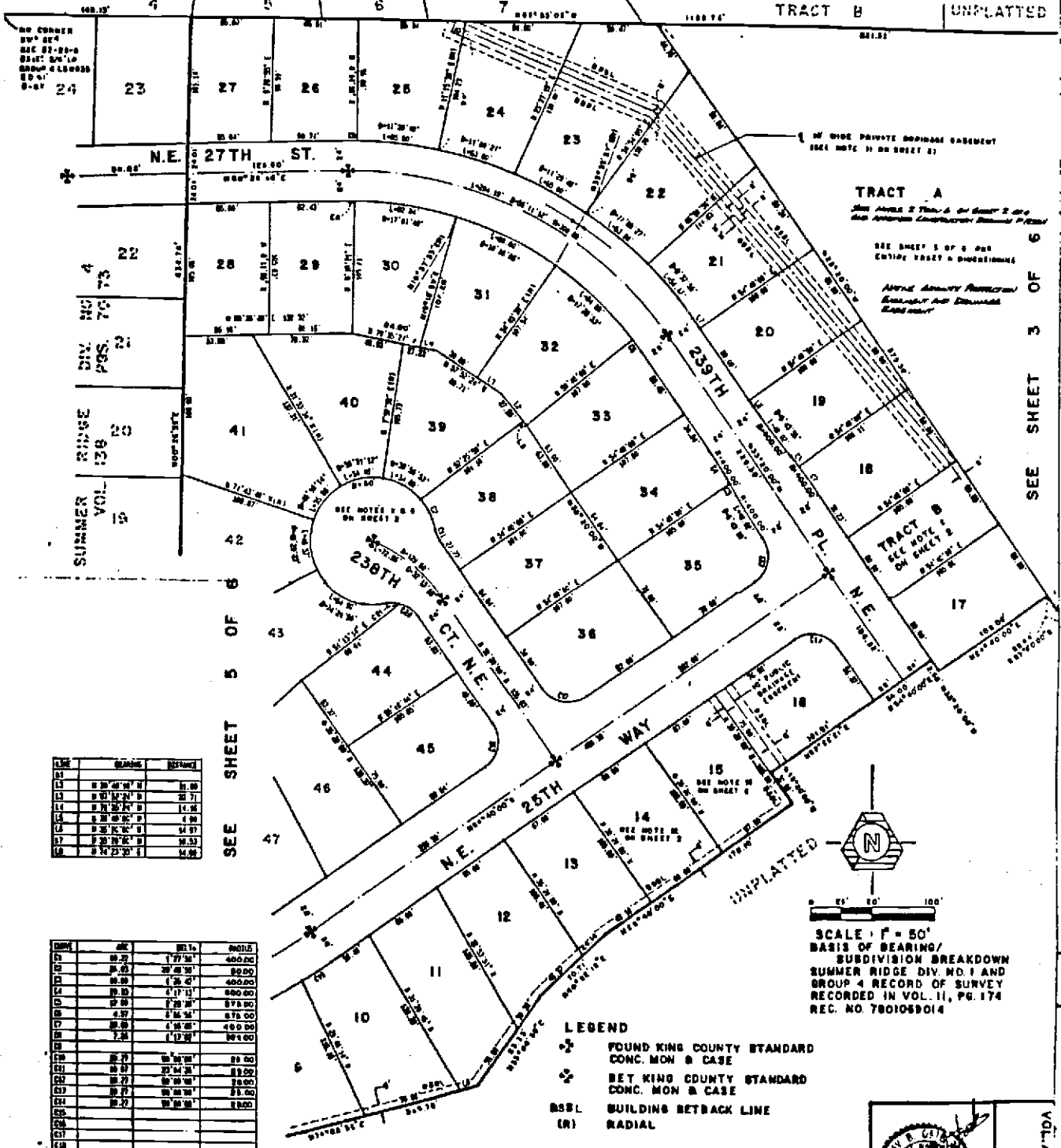
1/2 SEC. 22, TWP. 25N, RGE. 6E., W.M.  
KING COUNTY, WASHINGTON

8909191345

148/38-43

SUMMER RIDGE PARK VOL 144 PGS. 69-70

TRACT B UNPLATTED



LINE	BEARING	DISTANCE
12	S 89° 42' 30" W	10.00
13	S 89° 42' 30" W	20.71
14	S 89° 42' 30" W	14.00
15	S 89° 42' 30" W	4.00
16	S 89° 42' 30" W	14.07
17	S 89° 42' 30" W	14.33
18	S 89° 42' 30" W	14.00

LINE	BEARING	DISTANCE	AREA
12	S 89° 42' 30" W	10.00	400.00
13	S 89° 42' 30" W	20.71	800.00
14	S 89° 42' 30" W	14.00	400.00
15	S 89° 42' 30" W	4.00	80.00
16	S 89° 42' 30" W	14.07	875.00
17	S 89° 42' 30" W	14.33	400.00
18	S 89° 42' 30" W	14.00	80.00
19	S 89° 42' 30" W	14.00	80.00
20	S 89° 42' 30" W	14.00	80.00
21	S 89° 42' 30" W	14.00	80.00
22	S 89° 42' 30" W	14.00	80.00
23	S 89° 42' 30" W	14.00	80.00
24	S 89° 42' 30" W	14.00	80.00
25	S 89° 42' 30" W	14.00	80.00
26	S 89° 42' 30" W	14.00	80.00
27	S 89° 42' 30" W	14.00	80.00
28	S 89° 42' 30" W	14.00	80.00
29	S 89° 42' 30" W	14.00	80.00
30	S 89° 42' 30" W	14.00	80.00
31	S 89° 42' 30" W	14.00	80.00
32	S 89° 42' 30" W	14.00	80.00
33	S 89° 42' 30" W	14.00	80.00
34	S 89° 42' 30" W	14.00	80.00
35	S 89° 42' 30" W	14.00	80.00
36	S 89° 42' 30" W	14.00	80.00
37	S 89° 42' 30" W	14.00	80.00
38	S 89° 42' 30" W	14.00	80.00
39	S 89° 42' 30" W	14.00	80.00
40	S 89° 42' 30" W	14.00	80.00
41	S 89° 42' 30" W	14.00	80.00
42	S 89° 42' 30" W	14.00	80.00
43	S 89° 42' 30" W	14.00	80.00
44	S 89° 42' 30" W	14.00	80.00
45	S 89° 42' 30" W	14.00	80.00
46	S 89° 42' 30" W	14.00	80.00
47	S 89° 42' 30" W	14.00	80.00

WALD FILE NO 285-1

SEE SHEET 2 OF 6 FOR GENERAL NOTES

SHEET 6 OF 6 SHEETS.

- LEGEND**
- ⊙ FOUND KING COUNTY STANDARD CONC. MON & CASE
  - ⊙ SET KING COUNTY STANDARD CONC. MON & CASE
  - BSL BUILDING SETBACK LINE
  - (R) RADIAL

SCALE: 1" = 50'  
BASIS OF BEARING/  
SUBDIVISION BREAKDOWN  
SUMMER RIDGE DIV. NO. 1 AND  
GROUP 4 RECORD OF SURVEY  
RECORDED IN VOL. 11, PG. 174  
REC. NO. 7801059014



VOL. 144

SEE SHEET 3 OF 6

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS OF SUMMER RIDGE DIVISION #7

Lozier Homes Corporation, a Washington Corporation, is the owner of certain real property in King County, Washington, commonly known as Summer Ridge Division Number 7 consisting of 88 residential lots, and legally described as:

Lots 1 through 88, Summer Ridge Division Number 7, according to the Plat recorded in Volume 149 of Plats, pages 75 - 80, in King County, Washington.

Said real property is hereafter referred to as the "Property" or "Properties".

Lozier Homes Corporation, as Declarant, and in furtherance of protecting the economic value, desirability of ownership, and architectural uniformity of the Properties, hereby declares that the above-described Properties are hereinafter subject to the terms, conditions and provisions of this Declaration of Covenants, Conditions, Restrictions and Easements.

1. EFFECT OF DECLARATIONS; TERMINATION; AMENDMENT

The Properties shall be held, sold and conveyed subject to the provisions, covenants, restrictions and easements contained in this Declaration. The provisions of this Declaration shall run with the land and be binding upon all parties having any right, title or interest in the Properties or any part thereof and shall benefit all persons who are or become Owners of Lots.

The provisions of this Declaration are valid and binding for a period of thirty (30) years from the date of recording this Declaration in the office of the King County Recorder, at which time said provisions shall be automatically extended for successive periods of ten (10) years each unless seventy percent (70%) or more of the Owners, by an instrument or instruments in writing, duly signed and acknowledged by them, terminates said provisions insofar as they pertain to residential Lots or Building Sites, and termination shall become effective upon the filing of such instrument of record in the office of the King County Recorder. This Declaration may not be amended without the approval of the Declarant until after termination of the Development Period as defined herein, and then only by an instrument properly executed and acknowledged by seventy percent (70%) or more of the Owners, which amendment shall be recorded in the office of the King County Recorder. For purposes of voting under this provision, Owners of lots will be entitled to one vote for each vote they are entitled to cast in the Association for a Lot which is subject to this Declaration.

2. DEFINITIONS

The following words, when used in this Declaration or any supplemental declaration (unless the context indicates otherwise) shall have the following meanings:

A. "ACC" shall mean the Architectural Control Committee as provided for and established in this Declaration.

B. "Association" shall mean the Summer Ridge Homeowners' Association, a Washington non-profit corporation.

8912140171

DEC 14 1989

FILED BY TICOR

8912140171

C. "Board" shall mean the Board of Directors of the Association.

D. "Building Site" shall mean a legal site for the construction of a single family residence and shall consist of at least (1) one or more residential lots as legally established by the plat of the Property; or (2) a parcel composed of only a portion of such residential Lots, the area of which parcel shall not be less than that required for the established use in the district in which it is located.

E. "Common Areas and Improvements" shall mean

(a) all the real property (including any improvements thereon) owned by the Association for the common use and enjoyment of the Owners and

(b) those landscaped areas or other community related improvements lying within the street right of way, utility tracts, or easements over building lots granted to the Association for such purposes; and which have been landscaped or have had improvements installed by the Declarant or the Association for the common beautification and enjoyment of the Properties. (Entry signs, mailbox stands, and landscaped entries, detention ponds, street islands, etc. are the type of areas and improvements included herewith.)

F. "Declarant" shall mean Lozier Homes Corporation, a Washington corporation, and its successors and assigns. The term "successors and assigns" as used in this definition does not include purchasers from the Declarant (or from its successors and assigns) of Lots.

G. "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions and Easements of Summer Ridge Division Number 7.

H. "Development Period" shall mean the period defined in paragraph 9 of this Declaration.

I. "Initial Board of Directors" shall mean the Board serving during the Development period.

J. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of (1) the Common Areas and Improvements; and (2) tracts dedicated to utility districts and government entities.

K. "Member" shall mean and refer to every person or entity that holds a membership in the Association. There shall be one membership per Lot which shall be inseparably appurtenant to each Lot.

L. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot and shall include any persons or entities purchasing a Lot pursuant to the terms of a recorded real estate contract, but said term shall exclude those having an interest in any Lot merely as security for the performance of an obligation.

M. "Property" or "Properties" shall mean the real property described herein, which is subject to this Declaration.

### 3. EASEMENTS; RIGHTS IN COMMON AREAS AND IMPROVEMENTS

A. Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, or as recorded elsewhere; and easements for the same purposes are reserved;

8912140171

(1) over the front and rear five (5) feet of each Building Site; and (2) over a five (5) foot strip along each side of interior Building Site lines. Within these easements, no structure, including such items as patios, barbecues, etc., shall be placed or permitted to remain, nor shall any activity be permitted within said easements which may damage or interfere with the installation and maintenance of existing and future utilities, or which may change the direction of flow of drainage in the easement areas. A utility or drainage facility in the easement area of each Lot or Building Site shall be maintained continuously by the property Owners who require the utility or drainage facility except for those improvements for which a public authority or utility company is responsible. In the case where a utility or drainage facility has to be installed on an Owner's property in the easement areas herein defined, the cost to install the facility and to restore the Building Site to its original state prior to installation must be borne by the property Owners who require the utility or drainage facility. Any and all drainage collected or sufficiently concentrated to create erosion problems in the opinion of the ACC shall be piped to the nearest underground public storm sewer line or street gutter at the expense of the property Owner(s) who requires the drainage facility. If such an installation is required to serve more than one Lot, then the Owners of each of said Lots served shall pay for such installation and maintenance thereof in proportional amounts as established by the ACC.

B. Lot Owner's Rights in Common Areas and Improvements. Every Owner shall have a nonexclusive right to an easement of enjoyment in and to the Common Areas and Improvements owned by the Association and such easement shall be appurtenant to and shall be conveyed with the title to, or contract purchaser's interest in, every Lot, even though such easement is not expressly mentioned or described in the conveyance or other instrument, subject to the following restrictions:

(1) The rights of the Association to limit the number of guests of members, and to adopt rules and regulations;

(2) The right of the Association to exclusive use and management of said Common Areas and Improvements for utilities, such as pumps, pipes, wire, conduits, and other utility equipment, supplies and materials;

(3) The rights reserved to the Declarant in the Declaration;

(4) The right of the Association to charge a reasonable admission and other fees for the use of any recreational facilities situated upon the Common Areas and Improvements;

(5) The right of the Association to suspend the voting rights and right to use of the Common Areas and Improvements by any Owner for any period during which any assessment against the Owner's Lot remains unpaid; and for a period not to exceed one hundred eighty (180) days for any infraction of the published rules and regulations;

(6) The right of the Association to dedicate or transfer all or any part of the Common Areas and Improvements to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. Except as dedicated or transferred by the Declarant during the Development Period, no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer, signed by seventy-five percent (75%) of all members has been recorded in the office of the King County Recorder.

Any owner may delegate his right of enjoyment of the Common Areas and Improvements and facilities to the members of his family, his tenants and friends, subject to rules and regulations adopted by the Association.

After conveyance by the Declarant, title to the Common Areas and Improvements shall be held by the Association as trustee for the Lot Owners.

C. Declarant's Rights in Common Areas and Improvements.

1. Reservation of Control. The Declarant shall have and hereby reserves for itself, its successors and assigns, the right, during the Development Period, to utilize the Common Areas and Improvements for its business use and purposes, including but not limited to uses and purposes related to the construction, promotion and development of the Property. Such right shall include the right to dedicate, transfer or grant easements to any part of the Common Areas and Improvements to any public agency, authority or utility for purposes not inconsistent with the intended purposes of such Common Areas and Improvements. The Declarant's rights to dedicate, transfer or grant easements as referred to above shall be exercised through the Declarant's reserved rights, powers, and functions as described in paragraph 9. below (Development Period). The Declarant shall convey and quit claim the Common Areas and Improvements to the Association, free and clear of encumbrances, and the control or the management and administration of the Common Areas and Improvements shall then vest in the Association, subject to the Declarant's aforementioned rights of use.

2. Costs. Until such time as the Common Areas and Improvements shall be conveyed to the Association, the Declarant shall pay all costs of maintaining and operating the Common Areas and Improvements. Upon conveyance of the Common Areas and Improvements to the Association, the Association shall thereafter pay all costs of maintaining and operating the Common Areas and Improvements.

3. Additional Common Areas and Improvements. If additional adjacent properties shall be subjected to this Declaration, Common Areas and Improvements located therein shall, in like manner, be conveyed and quit claimed to the Association. If additional adjacent lot owners shall become members of the Association and additional Common Areas and Improvements are dedicated to the Association in connection therewith, then all rights and obligations with respect to said additional Common Areas and Improvements shall inure to the Owners of Properties herein as members of the Association. The Association shall be responsible for the management, maintenance and administration of all Common Areas and Improvements conveyed to the Association. Costs of maintaining and operating Common Areas and Improvements located in additional adjacent properties shall be covered as provided in paragraph 3.C.2 above.

4. ARCHITECTURAL AND USE CONTROL

A. Architectural Control Committee; Approval of Plans.

1. Architectural Control Committee. There shall be an architectural control committee (ACC), with the responsibility and authority to approve or disapprove modifications to the Property, to approve the construction of improvements on the Property, and to enforce the terms and conditions of this Declaration as they relate to architectural and use control.

The ACC shall consist of three (3) members.

The members of the ACC during the Development period shall be appointed by the Declarant and shall serve until the end of the Development Period.

8912140171

DEC 14 1989

FILED BY TICOR

At the first annual meeting following the end of the Development Period, the members of the Association shall elect three (3) members to the ACC, whose member terms shall be one year. At each annual meeting of the Association thereafter, new members of the ACC shall be elected. Each member present at an annual meeting may cast one (1) vote each for three (3) separate candidates for the ACC. Those three (3) candidates with the highest vote tallies shall constitute the new ACC.

In the case of the death, disability or resignation of any member or members of the ACC, the surviving or remaining member or members shall have full authority to designate a successor or successors.

The ACC shall have the authority in any individual case to make such exceptions to the building restrictions and requirements set forth herein as said committee shall, in its uncontrolled discretion deem necessary or advisable.

If additional Properties are made subject to this Declaration, pursuant to the terms hereof, a separate ACC may be appointed for each annexed phase of the overall development.

If additional properties, subject to their own declaration of covenants, conditions and restrictions should become members of the Association as set forth under paragraph 8. herein, the Association may, where practical, combine the Architectural Control Committees created by said separate declarations. The Board of Directors of the Association shall make the decision whether the ACC should be combined with respect to any or all of the additional properties having become subject to the Association. In the event any two or more such ACCs are combined, each property shall continue to be governed with respect to its own declaration of covenants, conditions and restrictions. If, additional properties, subject to their own declaration of covenants, conditions and restrictions, become members of the Association, then the interpretation and policies adopted with respect to those identical conditions and restrictions contained in the separate declarations of covenants, conditions and restrictions shall be the same; and where any dispute may occur, the Board of Directors of the Association shall decide on the common interpretation or policy to be applied. In the event of either combined and/or individual ACCs, the vote for each ACC shall be restricted to the properties for which said ACC is responsible.

2. Approval of Plans. All buildings and structures, including concrete or masonry walls, rockeries, fences, swimming pools, or other structures to be constructed or modified within the Property shall be approved by the ACC. Complete plans and specifications of all proposed buildings, structures and exterior alterations, together with detailed plans showing the proposed location and elevation of the same on the particular Building Site, shall be submitted to the ACC before construction or alteration is started, and such construction and alteration shall not be started until written approval thereof is given by the ACC.

The ACC will review submittals as to the quality of workmanship and materials planned and for conformity and harmony of the external design with existing structures on the said Building Sites, and as to location of the building with respect to topography, finished grade elevation and building set back restrictions.

In the event the ACC fails to approve or disapprove such plans and specifications within thirty (30) days after said plans and specifications have been delivered to it, such approval will not be required.

All plans and specifications for approval by the ACC must be submitted at least ten (10) days prior to the proposed construction starting date. Two

8912140171

DEC 14 1989

FILED BY TICOR

8912140171

complete sets of said plans and specifications shall, in each case, be delivered to the ACC. Said plans and specifications shall be prepared by an architect or a competent house-designer approved by the ACC. All buildings or structures shall be erected or constructed by a contractor or house builder approved in writing by the ACC. The maximum height of any residence may be established by the ACC as part of the plan approval and given in writing together with the approval. One set of approved plans shall be retained by the ACC and the other returned to the party submitting them.

As to all improvements, constructions and alterations within the Property, the ACC shall have the right to refuse to approve any design, plan or color for such improvement, construction or alteration which is not suitable or desirable, in the ACC's opinion, for any reason, aesthetic or otherwise, and in so passing upon such design, the ACC shall have the right to take into consideration the suitability of the proposed building or other structure, and the material of which it is to be built, and the exterior color scheme, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect or impairment that said structures will have on the view or outlook of surrounding building sites, and any and all factors, which in the ACC's opinion shall effect the desirability or suitability of such proposed structure, improvements or alterations.

The ACC shall have the right to disapprove the design or installation of a swimming pool or any other recreational structure or equipment which is not suitable or desirable, in the ACC's opinion, for any reason, aesthetic or otherwise, and in so passing upon such design or proposed installation, the ACC shall have the right to take into consideration the visual impact of the structure and the noise impact of the related activities upon all of the Properties located in the close proximity. Any enclosure or cover used in connection with such a recreational structure or equipment, whether temporary, collapsible, seasonal or whatever, shall be treated as a permanent structure for the purposes of these covenants and shall be subject to all the conditions, restrictions and requirements as set forth herein for all buildings and structures.

B. Building and Landscaping Requirements and Restrictions. The following building and landscaping restrictions govern the Property and must be adhered to:

1. Any dwelling or structure erected or placed on any Lot or Building Site shall be completed as to external appearance, including finished painting, within eight (8) months after date of commencement of construction and shall be connected to an acceptable sewage disposal facility. All front yards and landscaping must be completed within six (6) months from the date of completion of the Building or structure constructed thereon. In the event of undue hardship due to weather conditions, an extension of time may be granted upon prior written approval of the ACC.

2. No building or structure shall be erected, constructed or maintained or permitted upon such residential lots, except upon a Building Site as herein defined.

3. No building or structure shall be erected, constructed, maintained or permitted upon a Building Site other than one detached single family dwelling for single family occupancy only, not to exceed two (2) stories in height, plus basement and a private garage or carport for not more than three (3) standard sized automobiles.

4. No dwelling shall be permitted on any Lot or Building Site at a purchaser's cost of less than \$110,000.00 including land value and sales tax, based upon cost levels prevailing on the date these covenants are recorded,



it being the intent and purpose of this covenant to assure that all dwellings shall be of quality workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size.

5. All houses to be built are subject to the following square footage minimums:

(a) All ramblers are to have a minimum of 1300 square feet of main floor area, exclusive of basement areas, garage and porches.

(b) All tri-level type homes shall have a minimum of 1400 square feet of total floor area exclusive of garage and porches and not less than 1100 square feet exclusive of basement level areas as well.

(c) All two-story type homes shall have a minimum of 1450 square feet of total floor area exclusive of basement areas, garage and porches.

(d) All split-entry type homes shall have a minimum of 1750 square feet of total floor area, exclusive of garage and porches, and not less than 1150 square feet exclusive of basement level areas as well.

These square footage minimums are meant to be guidelines to be used in conjunction with the dollar value standards set in paragraph B.4. above. The ACC may make exceptions to these guidelines so long as the effect is not unreasonable or inconsistent with the interest of these covenants.

6. No dwelling house or garage or any part thereof, or any other structure (exclusive of fences and similar structures) shall be placed on any Lot or Building Site nearer than 20 feet to the front Building Site line, nor nearer than 5 feet to any side of Building Site line, nor nearer than 20 feet to any rear Building Site line unless otherwise approved by the ACC. In the case of corner Building Sites, the front yard set back shall be a minimum of 20 feet and the adjoining exterior street Building Site line set back shall be a minimum of 10 feet.

7. Unless otherwise approved by the ACC, all garages and carports must be attached to, or incorporated in and made a part of the dwelling houses. In granting deviations, the ACC will consider functional necessity and architectural desirability.

8. No fence, wall, hedge, or mass planting other than foundation planting shall be permitted to extend nearer to any street than the minimum setback line of the residence, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two (2) feet above the finished grade at the back of said retaining wall, provided, however, that no fence, wall, hedge or mass planting shall at any time, where permitted, extend higher than six (6) feet above ground. All fences, hedges, or boundary walls situated anywhere upon any residential lot or building site must be approved in writing by the ACC as to its height and design prior to construction. Fences shall be well constructed of suitable fencing materials and shall be artistic in design and shall not detract from the appearance of the dwelling house located upon the lot or building site or be offensive to the owners or occupants thereof, or detract from the appearance of the dwelling houses located on the adjacent lots or building sites. The finished side of any fence (as approved by the ACC) that is visible from neighboring property or streets shall face the neighboring property or street. The finished side of any such fence shall be a side wherein its best decorative components, finishes and textures are displayed, and wherein any supporting rails are either not exposed or are evenly divided as to exposure

8912140171

DEC 14 1989

FILED BY TICOR

between the two fence sides. Fences constructed of wire, including woven cyclone wire types, are strictly prohibited unless individually approved by the ACC for specific purposes.

9. No trees or shrubs of any type, other than those existing at the time these restrictive covenants are filed, shall be allowed to grow in height to a point where they shall noticeably and unreasonably interfere with a view of some significance from another residence. The ACC shall be the sole judge in deciding whether the view is of some significance and whether there has been such unreasonable interference. Should the ACC determine that there is an unreasonable interference, they shall notify the owner in writing, specifying the nature of the interference, what should be done to eliminate it, and the time by which said interference must be eliminated by the owner.

10. No lines or wires for the transmission of current, cable television signals, or for telephone use shall be construed, placed or permitted thereon unless the same shall be underground or in conduit attached to a building. No house-top television, radio or other type of antenna shall be erected or placed on any residential site without the written approval of the ACC. Nor shall any rotary antenna, tower, beam or other similar device be constructed on any residential site or building without the written approval of the ACC.

C. Use Restrictions. The following use restrictions govern the property and must be adhered to:

1. Except as provided in 4.C.1.(a) below, no trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind, including day schools, nurseries, or church schools shall be conducted or carried on upon any residential Lot or Building Site, or within any building located on a residential lot or building site, nor shall any goods, equipment, vehicles (including buses, trucks and trailers of any description) or materials or supplies used in connection with any trade, service, business or personal endeavor, wherever the same may be conducted, be kept, parked, stored, dismantled, or repaired outside on any residential lot or building site or on any street within the existing property except that the ACC may, in specific cases, make exceptions to the storage of such items if screened and/or covered in a manner acceptable to the ACC, nor shall anything be done on any residential Lot or Building Site which may be or may become an annoyance or nuisance to the neighborhood. No premises shall be used for any other purpose whatsoever except for the purpose of a private dwelling or residence.

(a) The above restrictions shall not restrict the following:

(i) The use of a private office so long as related activities do not create an annoyance or nuisance to the neighborhood or the adjoining Owners. The ACC shall be the sole judge as to whether the activity creates an annoyance or nuisance.

(ii) The right of any builder of new homes in the area to use any of such homes built as a sales center for the promotion and marketing of said new homes during the Development Period. Any such sales center may be used for the Development Period of successive phases of development of neighboring property subject to the approval of the ACC.

2. No trash, garbage, ashes, or other refuse, junk vehicles, underbrush, or other unsightly growths or objects, shall be thrown, dumped or allowed to accumulate on any Lot or Building Site or public street.

8912140171

DEC 14 1989

FILED BY TICOR

Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment shall be kept in a clean and sanitary condition. All containers must be buried or screened so as not to be visible from any street or adjacent properties or residences.

3. No trailer, camper, basement, tent, shack, garage, barn, or other outbuilding or temporary structure erected or situated within the property shall at any time, be used as a residence, temporarily or permanently, nor shall any permanent building or structure be used as a residence until it is completed as to external appearance, including finished painting. The permission hereby granted to erect a permanent garage or other building prior to construction of the main dwelling house shall not be construed to permit the construction, erection, or maintenance of any building of any nature whatsoever any time, without the approval required by the ACC.

4. The streets in front of the lots shall not be used for the overnight parking of any vehicles other than private family automobiles and shall not be used for the storing of any boats, trailers, camper vehicles, trucks or other vehicles of any nature. The ACC shall have the right to establish policy, in its sole discretion, with respect to the storing of any boat, trailer, camper vehicles, trucks, or other vehicles of any nature on any residential lot or building site. The ACC may change said policy from time to time as the conditions warrant and may prohibit such storage unless the same is stored or placed in a garage or other screened area as approved by the ACC.

5. No live poultry or animals shall be permitted on said property other than songbirds, and not more than two (2) dogs and two (2) cats as household pets.

6. All mailboxes must be of a standard accepted by the U.S. Postal authorities, and must be located in those areas so designated by the ACC. Structures containing such mailboxes must be approved by the ACC.

7. No sign of any kind shall be displayed unless written approval is received from the ACC, with the exception of temporary real estate "for sale" and "for rent" signs the maximum size of which shall be two feet by three feet. The Declarant and/or builders of new homes in the area may install larger signs during the Development Period for the promotion and marketing of said new homes. Said signs shall be in good taste and shall be subject to the approval of the ACC with respect to design, location, and term of installation.

8. No exterior clothes lines are allowed that can be seen from any street or adjacent properties or residences.

9. No building or construction materials to be used for future improvements may be stored out of doors where they may be visible from any street or adjacent properties or residences. The builders of new homes may store materials in connection with the construction of new homes at locations approved by the ACC and subject to any reasonable conditions the ACC may establish for the protection, enjoyment and general welfare of the community.

10. No wood piles, for fireplace or other use, may be stored out of doors where they create, in the opinion of the ACC, an objectionable view from any street or for adjacent property owners.

11. No children's play areas, including but not limited to sandboxes, swing sets, jungle jim sets, etc., may be installed or maintained in a manner such that they are an objectionable feature in the neighborhood or to adjoining Owners. The ACC will determine whether or not the facility is objectionable.

8912140171

5. HOMEOWNERS' ASSOCIATION

A. Membership and Voting. Every Lot Owner shall be a Member of the Summer Ridge Homeowners' Association, a Washington non-profit corporation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. All Members shall have rights and duties specified in this Declaration, the articles and bylaws of the Association.

At any meeting of the Association, each Lot Owner (including the Declarant if the Declarant shall own any lot), shall be entitled to cast one vote per each lot which is owned. Fractional voting shall not be permitted. If any Lot is owned by more than one person or other entity, then the owners thereof shall appoint one person to cast the vote pertaining to the Lot, and shall file a written statement with the Board signed by all owners of that particular lot stating that such person has been appointed to cast the vote for that Lot. If the Owners cannot agree on the appointment of one person to cast the vote for the Lot, no vote will be allowed for said Lot and the Owners will not be included in any quorum. The person appointed to cast such vote need not be a Lot owner. Any such designation once made shall be voided when the Board shall receive notice of the death or judicially declared incompetency of any Lot Owner, upon the conveyance by any Lot Owner of his interest in his Lot, or upon written notice from all owners of the subject Lot. In any situation where there is more than one Owner of a Lot, the Owners of that Lot attending any meetings of the Association may, if they act unanimously, cast a vote for that Lot. If a Lot's boundaries are modified by a Lot Line Adjustment approved by the appropriate government agencies, each new lot thus created shall be entitled to cast only one vote, and the Lot Line Adjustment shall not result in creation of fractional lots or fractional votes.

If a Building Site consists of more than one Lot, the Owner shall be entitled to one vote for each whole Lot owned. If the Building Site results in the use of fractional lots, the Owner that owns the largest square footage portion of said lot which has been divided shall cast the vote for said lot unless an Owner of a lesser portion of said Lot was specifically granted the right to vote by deed or other recorded conveyance.

Voting at any meeting of the Association may be in person or by proxy, provided that such proxy is in writing and signed by the Lot Owner and filed with the Board in advance of the meeting at which such vote is taken. The voting rights of any member may be suspended as provided in the Declaration, or the articles or bylaws of the Association.

B. Articles and Bylaws. The Association shall be governed by its articles and bylaws, which instruments may be amended in accordance with their respective terms and conditions.

C. Initial Board of Directors. The members of the Initial Board shall be appointed by the Declarant and shall serve until the termination of the Development Period. Prior to the transfer of the management and administration of the Summer Ridge Homeowners' Association from the Initial Board to the first Board elected following the end of the Development Period, if any member of the Initial Board is no longer alive, or becomes incompetent or resigns or if the Declarant desires to replace or remove any such member, then the Declarant shall have the right and power to do so and to appoint a successor who shall serve until the Initial Board transfers responsibility for management and administration of the Summer Ridge Homeowners' Association to the first Board elected following the end of the Development Period. Except as specifically provided herein to the contrary, during such time as the Declarant's appointees compose the Initial Board, such appointees shall have the right to exercise all powers and perform all functions of the Board

8912140171

as authorized and provided in this declaration, the articles of incorporation and bylaws of the Association. The Initial Board shall serve without compensation.

This Declaration and/or the articles of incorporation and/or the bylaws of the Association shall not be amended, modified or superceded without the express written consent of the Declarant until management and administration of the Summer Ridge Homeowners' Association is transferred from the Initial Board to the first Board of directors following the end of the Development Period.

## 6. ASSESSMENTS

A. Lien for Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed or real estate contract therefor, whether or not it shall be so expressed in such deed or real estate contract, is deemed to covenant and agree to pay to the Association:

1. Annual assessments or charges; and
2. Special assessments for improvements.

The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment became due. The personal obligation for delinquent assessment shall not pass to successors in title unless expressly assumed by such successors.

B. 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 Areas and Improvements.

C. Annual Assessments. The Board may fix an annual assessment for the operation and maintenance of the Association and for the purpose of providing revenues to fulfill the assessment purpose stated herein.

D. 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 or reconstruction of a capital improvement upon the Common Areas and Improvements, including fixtures and personal property related thereto, provided that with respect to any new capital improvements such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for the purpose of considering a special assessment. Assessments with respect to the repair or maintenance of existing capital improvements shall be decided by the Board of Directors of the Association and shall not be subject to the two-thirds (2/3) ratification procedure discussed above. A special assessment applicable to one year only may provide for a payment schedule extending beyond that one year to allow the Association to finance any such capital expenditure.

E. Notice and Quorum for Special Assessment Meeting. Written notice of any meeting called for the purpose of making a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of such meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast 60% of all the votes of the

8912140171

DEC 14 1989

FILED BY TICOR

Members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, 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.

F. 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.

G. Commencement of Annual Assessments. 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 Areas and Improvements to the Association. The Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board. 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 had been paid. A properly executed certificate of the Association as to the status of the assessments on a Lot is binding upon the Association as of the date of its issuance.

H. Effect of Nonpayment of Assessments; Remedies. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate set by the Association. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots. No Owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Areas and Improvements or by abandonment of his or her Lot or Lots.

I. Subordination of 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 became due prior to such sale or transfer. No sale or transfer shall release such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

J. Electricity and Street Lighting Service. The Developer has paid for the costs of installing a street lighting system within the plat which benefits directly or indirectly all lots in the plat and has requested Northeast Sammamish Sewer and Water District of King County, Washington, ("District") to provide electricity therefore from Puget Power. Upon formation of a street lighting system within the plat for such purpose the District will provide electricity to the system and will charge each lot owner a monthly charge therefore, and each lot owner within the District shall pay the same when due. Unpaid charges for said electricity shall be a lien upon the lot or lots benefiting directly or indirectly from such service and may be collected in accordance with RCW 57.08.060(4), and or as may be provided for the collection of fees and charges set forth herein, at the District's election.

## 7. ENFORCEMENT

Provisions of this Declaration are declared to create mutual, equitable covenants and servitudes for the benefit of the Declarant, each Owner of a Lot or Building Site subject to said covenants, and their successors in interest. Enforcement of these covenants, conditions and restrictions may be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction, and said action may be brought either to restrain violation and/or to recover damages. Failure of the Declarant, the ACC or any Owner to enforce any covenant, restriction or exercise any rights herein contained shall in no event be deemed a waiver of the right to do so thereafter. All costs incurred in enforcement shall be at the expense of the violator or violators, including a reasonable attorneys' fee.

## 8. ADDITIONAL PROPERTY

The Declarant hereby reserves for itself, its successors or assigns, the right, but not the obligation, to include additional adjacent properties within the jurisdiction of the Association and to grant to the Lot Owners of any such

8912140171

DEC 14 1989

FILED BY TICOR

8912140171

additional adjacent properties all rights and benefits to which Members of the Association are entitled. The Declarant hereby reserves for itself, its successors or assigns, the right to develop said additional adjacent properties without subjecting them to the terms and provisions of this Declaration. The intent of this provision is to allow the Declarant the option to create one Homeowners' Association for all phases of the Summer Ridge project. Thus, Lot Owners of additional adjacent property may become Members of the Association even though they are subject to a declaration of covenants, conditions, restrictions and easements which differs from this Declaration.

Each Lot Owner hereby consents to the inclusion of additional property entitled to membership in the Association at any time from the date on which this Declaration is recorded with the King County Recorder. Each Lot Owner hereby appoints and constitutes the Declarant as his attorney-in-fact to accomplish the amendment of the Association's Articles and Bylaws to add such additional properties. Each Lot Owner further agrees that the Declarant, as attorney-in-fact for each Lot Owner, shall have the authority to file such amendments to this Declaration and/or record additional Declarations as the Declarant may reasonably deem appropriate to include such additional properties within the auspices of the Association. If the Declarant adds additional properties to the Association, at the time at which any additional properties are added to the Association, the Common Areas and Improvements included in such property shall be combined with the Common Areas and Improvements existing in the Association prior to such addition or additions. The Common Areas and Improvements shall then be burdened by easements in favor of the Lot Owners of the originally described Property and in favor of the Lot Owners of any additional properties, and shall be benefitted by an obligation of the Lot Owners of the originally described Property and the Lot Owners of any additional properties to pay a portion of the cost of maintenance of the Common Areas and Improvements. Until such additional adjacent properties shall be subjected to the Association, the property shall not be governed by the Association. This Declaration shall not give the Association or any Lot Owners any right in said adjacent properties until said adjacent properties are subjected to the Association.

Nothing contained in this Declaration shall be construed to require the Declarant to include any additional properties.

#### 9. DEVELOPMENT PERIOD

The Development Period shall mean that period of time from the date of recording this Declaration until two years after the date when 90% of the lots entitled to membership in the Association have had improvements constructed on them and have been sold. A sold home shall be evidenced by the recording of a deed or real estate contract with the King County Recorder. Lots entitled to membership shall consist of lots included in this Declaration and lots included in the Association under the provision for additional adjacent property.

Notwithstanding the foregoing, the Declarant, at its option, may elect to terminate the Development Period at any time after ten (10) lots have had improvements constructed on them and have been sold. Upon termination of the Development Period, either as a result of the sale of the required number of improved lots or the election of the Declarant, the Declarant shall record with the King County Recorder a Declaration of Termination of Development Period referencing the Declaration and stating that the Development Period is terminated, and the Development Period shall terminate with the recording of said document.

Not less than ten (10) no more than thirty (30) days prior to the recording of the Declaration of Termination of Development Period, the Declarant shall

DEC 14 1989

FILED BY TICOR

13

give written notice of the termination of the Development Period to the Owner of each Lot. If there shall be more than one Owner of any Lot, notice to anyone of said Owners of any Lot shall be sufficient. The notices shall be transmitted by regular mail, postage prepaid, addressed to the Owner at the last mailing address provided to the Declarant. If no mailing address has been provided to the Declarant, then said notice shall be addressed to the mailing address of the Lot. Notices shall be deemed given when deposited in the United States Mail, postage prepaid, addressed as herein indicated.

Said Notice of Termination of Development Period shall specify the date when the Development Period will terminate, and shall further notify the Lot Owners of the date, place and time at which the first annual meeting of the Association will be held. The notice shall specify that the purpose of the Association meeting is to elect new officers and a Board of Directors of the Association. The board 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 and it shall thereafter be the responsibility of the Lot Owners to provide for the operation of the Association.

The Declarant hereby reserves for itself, its successors or assigns, during the Development Period, all of the rights, powers, and functions of the Association, or the Board of Directors thereof, which shall be exercised and/or performed by the Declarant. The Declarant shall appoint the Initial Board of Directors who shall exercise the aforesaid rights during the Development Period.

#### 10. SEVERABILITY

The invalidation of any one of the covenants contained in this Declaration by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

#### 11. FHA/VA APPROVALS

As long as the Development Period exists for the Declarant, the following actions will require prior approval of the Veterans Administration or the Federal Housing Administration:

- A. Annexation of additional properties to this Declaration;
- B. Dedication of common property, and
- C. Amendment of this Declaration.

#### 12. PLAT DEDICATION

The recorded plat contains the following provision:

KNOW ALL PEOPLE BY THESE PRESENTS that we, the undersigned owners of interest in the land hereby subdivided, hereby declare this plat to be the graphic representation of the subdivision made hereby, and do hereby dedicate to the use of the public forever all streets and avenues not shown as private hereon and dedicate the use thereof for all public purposes not inconsistent with the use thereof for public highway purposes, and also the right to make all necessary slopes for cuts and fills upon the lots shown thereon in the original reasonable grading of said streets and avenues, and further dedicate to the use of the public all the easements and tracts shown on this plat for all public purposes as indicated thereon, including but not limited to parks, open space, utilities and drainage unless such easements or tracts are specifically identified on this plat as being dedicated or conveyed to a person or entity other than the public, in which case we do hereby dedicate such streets, easements, or tracts to the person or entity and for the purpose stated.

8912140171

DEC 14 1989

FILED BY TICOR





# SUMMER RIDGE DIV. NO. 7

S<sup>2</sup> SEC. 22, TWP. 25N., RGE. 6E., W.M.  
KING COUNTY, WASHINGTON

149/75

**DEDICATION**

KNOW ALL PEOPLE BY THESE PRESENTS that we, the undersigned owners of interest in the land hereby subdivided, hereby declare this plat to be the graphic representation of the subdivision and dedicate the same to the use of the public for all streets and avenues hereon, and do hereby dedicate to the use of the public for all public purposes not inconsistent with the use thereof for public highway purposes, and also the right to make all necessary slopes for cuts and fills upon the lots shown thereon in the original reasonable grading of said streets and avenues, and further dedicate to the use of the public all the easements and tracts shown on this plat for all public purposes as indicated thereon, including but not limited to poles, manholes, utilities and drainage, unless such easements or tracts are specifically identified on this plat as being dedicated or conveyed to a person or entity other than the public, in which case we do hereby dedicate such streets, easements, or tracts to the person or entity and for the purpose stated.

Further, the undersigned owners of the land hereby subdivided agree for themselves, their heirs and assigns and any persons or entity deriving title from the undersigned, any and all claims for damages against King County, its successors and assigns which may be occasioned by the establishment, construction, or maintenance of roads or/or drainage systems within this subdivision other than claims resulting from inadequate maintenance by King County. Further, the undersigned owners of the land hereby subdivided agree for themselves, their heirs and assigns to indemnify and hold King County, its successors and assigns, harmless from any damage, including any costs of defense, claimed by persons within or without this subdivision to have been caused by alterations of the ground surface, vegetation, drainage, or surface or sub-surface water flows within this subdivision or by establishment, construction or maintenance of the roads within this subdivision. Provided, this waiver and indemnification shall not be construed as releasing King County, its successors or assigns, from liability for damages, including the cost of defense, resulting in whole or in part from the negligence of King County, its successors or assigns.

This subdivision, dedication, waiver of claims and agreement to hold harmless is made with the free consent and in accordance with the desires of said owners.

"WITNESS WHEREOF" we set our hands and seals.

LOZIER HOMES CORPORATION, A Washington Corporation, successor through merger to PARK WEST CORPORATION

By Michael D. Levy MICHAEL D. LEVY  
VICE PRESIDENT  
STATE OF WASHINGTON  
County of King  
I certify that I know or have satisfactory evidence that Michael D. Levy, Vice-President of LOZIER HOMES CORPORATION is the person who has signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.  
Dated NOVEMBER 21, 1989  
Signature of Michael D. Levy  
Notary Public Julian Schwanhauser  
Title Notary Public  
My Appointment Expires 3-21-92

**APPROVALS**  
PARKS, PLANNING AND RESOURCES DEPARTMENT  
Examined and approved this 24th day of November, 1989.  
[Signature]  
Development Engineer

Examined and approved this 29th day of November, 1989.  
[Signature]  
Manager, Building & Land Development Division

KING COUNTY DEPARTMENT OF ASSESSMENTS  
Examined and approved this 30 day of November, 1989.  
[Signature] King County Assessor  
[Signature] Deputy King County Assessor

KING COUNTY COUNCIL  
Examined and approved this 11th day of DECEMBER, 1989.  
[Signature] Chairman, King County Council  
ATTEST: [Signature] Clerk of the Council

**FINANCE DIVISION CERTIFICATE**  
I hereby certify that all property taxes are paid, that there are no delinquent special assessments certified to this office for collection and that all special assessments certified to this office for collection on any of the property herein contained, dedicated to streets, alleys or for other public use, are paid in full. This 30th day of November, 1989.

FINANCE DIVISION  
[Signature] Manager, Finance Division  
[Signature] Deputy



COUNTY RECORDING OFFICIAL'S INFORMATION BLOCK (WAC 332-130-050)

**LAND SURVEYOR'S CERTIFICATE**  
I hereby certify that this plat of SUMMER RIDGE DIV. NO. 7 is based upon an actual survey and subdivision of Section 22, Township 25 North, Range 5 East of W.M., that the corners and distances are shown correctly thereon that the monuments will be set and the lot and block corners will be staked correctly on the ground as construction is completed and that I have fully complied with the provisions of the platting regulations.  
[Signature]  
Gustav B. Osterback, Professional Land Surveyor, Certificate No. 1808A  
Tied Associates  
11415 NE 128 Street  
Kirkland, WA 98036  
Phone: (206) 821-8948

**RECORDING CERTIFICATE** 89/2120783  
Filed for record at the request of the King County Council this 12th day of DEC, 1989, at 26 minutes past 10 o'clock a.m. and recorded in Volume 749 of Plats, Page(s) 75-80, records of King County, Washington.

**DIVISION OF RECORDS AND ELECTIONS**  
JANE HAGUE Manager  
[Signature] Superintendent of Records

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 25 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN; KING COUNTY, WASHINGTON

SHEET 1 OF 6 SHEETS

VOL. / PG. 149 / 75

# SUMMER RIDGE DIV. NO. 7

149/76

3<sup>2</sup> SEC. 22, TWP. 25N., RGE. 6E., W.M.  
KING COUNTY, WASHINGTON

### LEGAL DESCRIPTION

#### PARCEL A

That portion of the southwest quarter of the southeast quarter of Section 22, Township 25 North, Range 6 East, W.M., in King County, Washington described as follows:  
Beginning at the south quarter corner of said Section 22; thence S89°37'27"E 1321.54 feet to the southwest corner of the southeast quarter of the southeast quarter of said Section 22, and the TRUE POINT OF BEGINNING; thence N01°27'56"E 113.76 feet; thence N01°49'00"W 888.39 feet; thence N35°20'00"W 78.84 feet; thence S54°40'00"W 105.00 feet; thence N35°20'00"W 9.88 feet; thence S54°40'00"W 58.00 feet; thence S55°20'21"W 101.91 feet; thence S35°20'00"E 30.00 feet; thence S54°40'00"W 178.10 feet; thence S08°32'12"W 70.71 feet; thence S35°00'50"W 85.39 feet; thence S74°23'33"W 343.78 feet; thence S01°49'04"W 46.27 feet; thence S15°22'59"E 62.00 feet; thence S20°53'27"E 48.22 feet; thence S08°43'29"E 237.31 feet to the south line of said Section 22; thence S89°37'27"E along the south line thereof 1183.54 feet to the TRUE POINT OF BEGINNING.

#### PARCEL B

That portion of the southeast quarter of the southwest quarter of Section 22, Township 25 North, Range 6 East, W.M., in King County, Washington described as follows:  
Beginning at the south quarter corner of said Section 22; thence N89°36'12"W along the south line of said Section 22 a distance of 140.04 feet to the TRUE POINT OF BEGINNING; thence N08°09'11"W 130.22 feet; thence N18°33'02"W 170.55 feet; thence N07°45'00"E 150.00 feet to the southwest corner of Lot 12, Summer Ridge Div. No. 5, according to the plat thereof recorded in Volume 137 of Plats, Pages 78 thru 81, records of King County, Washington; thence N82°28'00"W 105.05 feet to the southwest corner of said Lot 12; thence N82°08'15"W 48.00 feet to the southeast corner of Lot 11, said plat of Summer Ridge Div. No. 5; thence N82°28'00"W 110.35 feet to the southwest corner of said Lot 11; thence S02°46'00"W along the southerly prolongation of the west line of said Lot 11 a distance of 88.00 feet; thence S17°57'27"W 60.00 feet; thence S36°55'48"W 60.00 feet; thence S56°40'12"W 58.00 feet; thence S83°05'10"W 84.00 feet; thence N84°06'20"W 65.00 feet; thence N71°36'31"W 52.85 feet; thence N25°03'45"W 55.88 feet; thence N19°30'07"W 70.62 feet to the southerly line of Lot 9 of said Summer Ridge Div. No. 5; thence S69°29'53"W 32.99 feet to the southwest corner of said Lot 9, said point also being the southeast corner of Lot 2, Summer Ridge Div. No. 1, according to the plat thereof recorded in Volume 126 of Plats, Pages 11 thru 12, records of King County, Washington; thence S70°29'53"W 79.00 feet to the southwest corner of said Lot 2; thence N84°36'58"W 52.91 feet to the southeast corner of Lot 1, said plat of Summer Ridge Div. No. 1, thence S70°29'53"W 105.98 feet to the southwest corner of said Lot 1, said point also being a point on the easterly line of Tract E of said Summer Ridge Div. No. 5; thence S18°52'48"E along said easterly line 346.86 feet to the south line of said Section 22; thence S89°36'12"E along said south line 322.82 feet to the southwest corner of Tract D of said Summer Ridge Div. No. 5; thence N00°23'48"E 105.00 feet to the northwest corner of said Tract D; thence S09°36'12"E 29.00 feet to a point of curve in the northerly line of said Tract D; thence easterly on said northerly line and curve to the left, having a radius of 224.00 feet thru a central angle of 23°04'33", an arc distance of 90.22 feet to the northeast corner of said Tract D; thence S33°23'07"E 147.89 feet to the southeast corner of said Tract D; thence S89°36'12"E along the south line of said Section 22 a distance of 272.00 feet to the TRUE POINT OF BEGINNING.

### EASEMENT PROVISIONS

An easement is hereby reserved for and granted to PUGET SOUND POWER AND LIGHT COMPANY, WASHINGTON NATURAL GAS COMPANY, GENERAL TELEPHONE COMPANY OF THE NORTHWEST, NORTHEAST WASHINGTON SEWER AND WATER DISTRICT AND VIACOM CABLE COMPANY and their respective successors and assigns, under and upon the exterior 10 feet parallel with and adjoining the street frontage of all lots and tracts in which to install, lay, construct, renew, operate and maintain underground conduits, cables, pipeline, and wires with the necessary facilities and other equipment for the purpose of service to this subdivision and other property with electric, telephone, gas, cable T.V. service, sewer and water, together with the right to enter upon the easements at all time for the purposes stated.

An easement is hereby reserved for and granted to Water District No. \_\_\_\_\_ under and upon the easements shown on the plat and described herein as "water easement" or "sewer easement" 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 easements at all times for the purposes stated. Structures shall not be constructed upon any area reserved for these easements.

### RESTRICTIONS

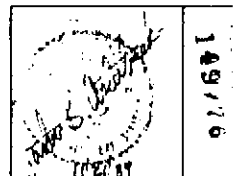
No lot or portion of a lot in this plat shall be divided and sold or resold or ownership changed or transferred whereby the ownership of any portion or this plat shall be less than the area required for the use district in which located.

### COVENANTS

All lots within this plat are subject to the covenants recorded the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, under Recording Number \_\_\_\_\_ records of King County, Washington.

### GENERAL NOTES

1. TRACT "A" DEDICATED TO KING COUNTY FOR DRAINAGE PURPOSES UPON THE RECORDING OF THIS PLAT.
2. ALL BUILDING FOUNDATIONS, FINISHING DRAINS AND DRAINS FROM ALL IMPERVIOUS SURFACES SUCH AS PATIOS AND DRIVEWAYS SHALL BE CONNECTED TO THE APPROVED PERMANENT STORM DRAIN OUTLET AS SHOWN ON THE APPROVED CONSTRUCTION DRAWINGS # P1232, A-D ON FILE WITH KING COUNTY BUILDING AND LAND DEVELOPMENT DIVISION (BALD). THIS PLAN SHALL BE SUBMITTED WITH THE APPLICATION FOR ANY BUILDING PERMIT. ALL CONNECTIONS OF THE DRAINS MUST BE CONSTRUCTED AND APPROVED PRIOR TO THE FINAL BUILDING INSPECTION APPROVAL. INDIVIDUAL LOT INFILTRATION SYSTEMS, WHERE PERMITTED, SHALL BE CONSTRUCTED AT THE TIME OF THE BUILDING PERMIT AND SHALL COMPLY WITH SAID PLANS ON FILE WITH BALD, UNLESS OTHERWISE APPROVED BY ENGINEERING DIVISION, KING COUNTY BALD, OR ITS SUCCESSOR AGENCY.
3. DRAINAGE EASEMENT RESTRICTIONS:  
STRUCTURES, FILL OR OBSTRUCTIONS (INCLUDING BUT NOT LIMITED TO DECKS, PATIOS, PORCHES, OR DRIVEWAYS) SHALL NOT BE PERMITTED BEYOND THE BUILDING SETBACK LINE OR WITHIN DRAINAGE EASEMENTS. ADDITIONALLY GRADING AND CONSTRUCTION OF FENCING SHALL NOT BE ALLOWED WITHIN THE DRAINAGE EASEMENTS SHOWN ON THIS PLAT UNLESS OTHERWISE APPROVED BY KING COUNTY BUILDING AND LAND DEVELOPMENT DIVISION.
4. KING COUNTY SHALL NOT BE RESPONSIBLE FOR THE PLANTER ISLANDS WITHIN NORTHEAST 24TH COURT, 237TH COURT NORTHEAST, AND 230TH PLACE NORTHEAST, UNLESS THEY ARE PAVED.
5. THE OWNERS OF LOTS 8-14 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE PLANTER ISLAND WITHIN NORTHEAST 24TH COURT.
6. THE OWNERS OF LOTS 27-31 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE PLANTER ISLAND WITHIN 237TH COURT NORTHEAST.
7. THE OWNERS OF LOTS 72-77 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE PLANTER ISLAND WITHIN 230TH PLACE NORTHEAST.
8. THE TEMPORARY TURN-AROUND FACILITY ON LOTS 47-48 SHALL BECOME NULL AND VOID UPON THE EXTENSION OF 239TH PLACE NORTHEAST TO THE SOUTH AND THE ACCEPTANCE OF SAID EXTENSION BY A PUBLIC AGENCY.
9. THE PRIVATE DRAINAGE EASEMENT WITHIN LOTS 06-08 SHALL BE FOR THE MUTUAL BENEFIT OF SAID LOTS. THE OWNERS OF SAID LOTS SHALL HAVE AN EQUAL AND UNDIVIDED INTEREST IN THE MAINTENANCE OF SAID DRAINAGE EASEMENT.
10. THE PRIVATE DRAINAGE EASEMENT WITHIN LOTS 76-77 SHALL BE FOR THE MUTUAL BENEFIT OF SAID LOTS. THE OWNERS OF SAID LOTS SHALL HAVE AN EQUAL AND UNDIVIDED INTEREST IN THE MAINTENANCE OF SAID DRAINAGE EASEMENT.
11. THE PRIVATE DRAINAGE EASEMENT WITHIN LOTS 44-56 SHALL BE FOR THE MUTUAL BENEFIT OF LOTS 43-56. THE OWNERS OF LOTS 43-56 SHALL HAVE AN EQUAL AND UNDIVIDED INTEREST IN THE MAINTENANCE OF SAID DRAINAGE EASEMENT.
12. INSTRUMENTATION FOR THIS SURVEY WAS A 1 MINUTE TRIANGULAR AND ELECTRONIC DISTANCE MEASURING UNIT. PROCEDURES USED IN THIS SURVEY WERE FIELD TRAVERSE, POLYING OR EXTERIOR STANDARDS SET BY WAC 352-130-040.
13. THE PRIVATE DRAINAGE EASEMENT WITHIN LOT 34 SHALL BE FOR THE MUTUAL BENEFIT OF LOTS 30 AND 34. THE OWNERS OF LOTS 30 AND 34 SHALL HAVE AN EQUAL AND UNDIVIDED INTEREST IN THE MAINTENANCE OF SAID DRAINAGE EASEMENT.



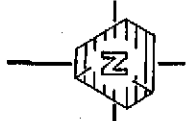


# SUMMER RIDGE DIV. NO. 7

SEC. 22, TWP. 25N., RGE. 6E., W.M.  
KING COUNTY, WASHINGTON

S1/4 CORNER  
SEC. 22-25-6  
149/78

SEE SHEET 5 OF 6  
SUMMER RIDGE DIV. NO. 6  
VOL. 138 PGS. 38-43



0 25' 50' 100'

SCALE 1" = 50'

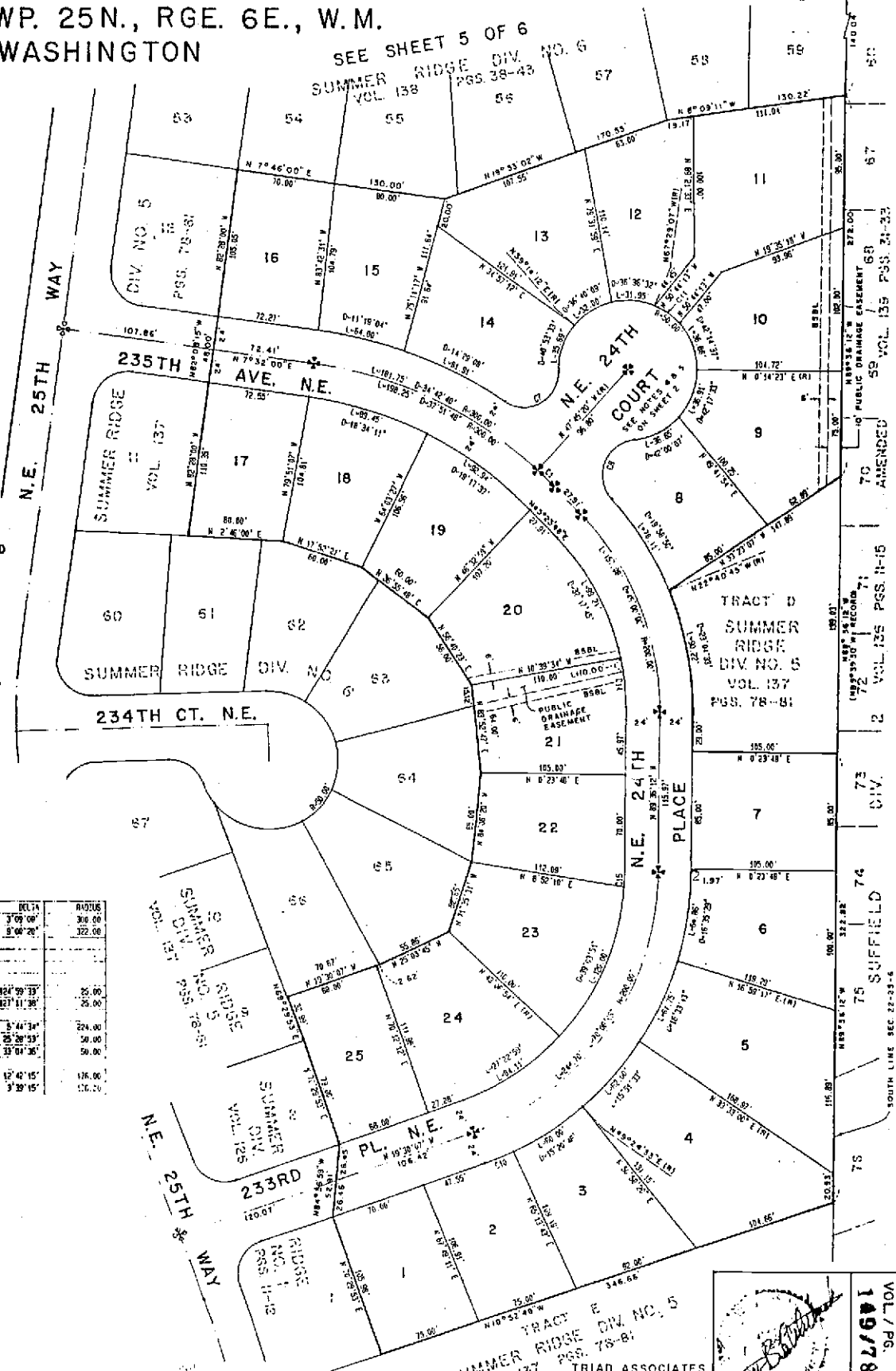
BASIS OF BEARING  
SUMMER RIDGE DIV. NO. 4  
VOL. 138, PGS. 70-73

### LEGEND

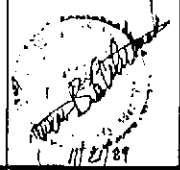
- FOUND KING COUNTY STANDARD CONC. MON & CASE
- SET KING COUNTY STANDARD CONC. MON & CASE
- BUILDING SETBACK LINE
- RADIAL

SEE SHEET 2 FOR GENERAL NOTES

DATE	AVC	DELTA	RADIUS
01/15/12	16.50	3' 09" 00"	308.00
02/01/12	30.81	8' 00" 28"	322.00
03/01/12			
04/01/12	34.54	12' 59" 33"	35.00
05/01/12	58.58	27' 11" 36"	50.00
06/01/12	22.45	5' 44" 34"	224.00
07/01/12	22.24	5' 30" 33"	50.00
08/01/12	28.06	13' 01" 36"	50.00
09/01/12			
10/01/12	39.02	12' 42" 15"	136.00
11/01/12	11.28	3' 39" 15"	116.70



TRACT E  
SUMMER RIDGE DIV. NO. 5  
VOL. 137 PGS. 78-81  
TRIAD ASSOCIATES  
KIRKLAND, WA  
JOB NO. 89-170



VOL / PG.  
149/78

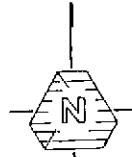
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96  
97  
98  
99  
100  
101  
102  
103  
104  
105  
106  
107  
108  
109  
110  
111  
112  
113  
114  
115  
116  
117  
118  
119  
120  
121  
122  
123  
124  
125  
126  
127  
128  
129  
130  
131  
132  
133  
134  
135  
136  
137  
138  
139  
140  
141  
142  
143  
144  
145  
146  
147  
148  
149  
150  
151  
152  
153  
154  
155  
156  
157  
158  
159  
160  
161  
162  
163  
164  
165  
166  
167  
168  
169  
170  
171  
172  
173  
174  
175  
176  
177  
178  
179  
180  
181  
182  
183  
184  
185  
186  
187  
188  
189  
190  
191  
192  
193  
194  
195  
196  
197  
198  
199  
200



# SUMMER RIDGE DIV. NO. 7

S<sup>2</sup> SEC. 22, TWP. 25N., RGE. 6E., W.M.  
KING COUNTY, WASHINGTON 149/80

CURVE	ARC	CHORD	ADJUS
E1	49.30	3'31.00"	800.00
E2	41.78	55'45.28"	25.00
E3	38.27	90'09.00"	25.00
E4	35.29	90'07.12"	25.00
E5	35.27	90'00.00"	25.00
E6	19.95	45'43.01"	25.00
E7	39.27	90'00.00"	25.00
E8			
E9	34.31	7'30.72"	251.00
E10	26.00	6°59'00"	224.00
E11	24.76	3'22.40"	454.00
E12	4.15	0'31'27"	454.00



0 25' 50' 100'

SCALE: 1" = 50'

BASIS OF BEARING  
SUMMER RIDGE DIV. NO. 4  
VOL 138, PGS 70-73

### LEGEND

- ⊙ FOUND KING COUNTY STANDARD CONC. MON & CASE
- ⊛ SET KING COUNTY STANDARD CONC. MON & CASE
- BSBL BUILDING SETBACK LINE
- (R) RADIAL

SEE SHEET 2 FOR GENERAL NOTES

TRACT A  
SUMMER RIDGE  
DIV. NO. 5  
VOL 146 PGS 38-43

SEE SHEET 5 OF 6

UNPLATTED

SE CORNER  
3/4" x 3/4"  
SEC. 22-25-6

TEMPORARY TURNAROUND EASEMENT  
TO BE VOID UPON EXTENSION OF  
ROAD (SEE NOTE 8 ON SHEET 2)

149/80  
09/6/01

UNPLATTED

DEC 14 9 21 AM '89

BY THE DIVISION OF  
RECORDS & ELECTIONS  
KING COUNTY

After Recording Mail To:

Lozier Homes Corporation  
12443 Bellevue-Redmond Road  
Suite H  
Bellevue, WA 98005

89/12/14		00171 D
RECD F	20.00	
RECFEE	2.00	
CASHSL		22.00
		55

8912140171

W 85636 U-2

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS OF SUMMER RIDGE DIVISION NUMBER 7

Table of Contents

	Page
1. EFFECT OF DECLARATIONS; TERMINATION; AMENDMENT	1
2. DEFINITIONS	1
3. EASEMENTS; RIGHTS IN COMMON AREAS AND IMPROVEMENTS	2
4. ARCHITECTURAL AND USE CONTROL	4
5. HOMEOWNERS' ASSOCIATION	10
6. ASSESSMENTS	11
7. ENFORCEMENT	12
8. ADDITIONAL PROPERTY	12
9. DEVELOPMENT PERIOD	13
10. SEVERABILITY	14
11. FHA/VA APPROVALS	14
12. PLAT DEDICATION	14

22<sup>00</sup>

FILED FOR RECORD AT REQUEST OF  
TICOR TITLE INSURANCE CO.  
1008 WESTERN AVE., SUITE 200  
SEATTLE, WA 98104

DEC 14 1989

FILED BY TICOR



LOZIER HOMES CORPORATION  
1203 114TH AVENUE SE  
BELLEVUE, WA 98004

CHANGE OF ADDRESS

Effective July 30, 1990, all questions or correspondence regarding dues to the Summer Ridge Homeowners' Association as set forth in the Notice To Summer Ridge Purchasers under the following recordings:

- Summer Ridge Division #1 - King County auditors number 8708270143,
- Summer Ridge Division #2 - King County auditors number 8708270143,
- Summer Ridge Division #3 - King County auditors number 8708270143,
- Summer Ridge Division #4 - King County auditors number 8710210084,
- Summer Ridge Division #5 - King County auditors number 8708270143,
- Summer Ridge Park - King County auditors number 8903270059,
- Summer Ridge Division #6 - King County auditors number 8911150020,
- Summer Ridge Division #7 - King County auditors number 9002220096

should be directed as follows:

c/o Lozier Homes Corporation  
1203 114th Avenue SE  
Bellevue, WA 98004  
(206) 454-8690

90/07/23  
RECD F  
REC FEE  
CASHSL

5.00  
2.00

#0289 D  
\*\*\*\*7.00

BY THE CLERK OF  
RECORDS & DEEDS  
KING COUNTY  
JUN 23 9 27 AM '90

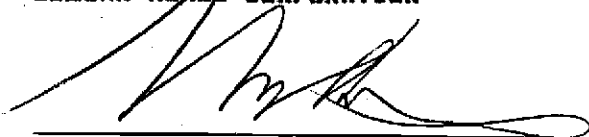
RECEIVED THIS DAY

U W O R 1 0 4 4 U - 2 1 7

9007230289

LOZIER HOMES CORPORATION

DATE: July 17, 1990

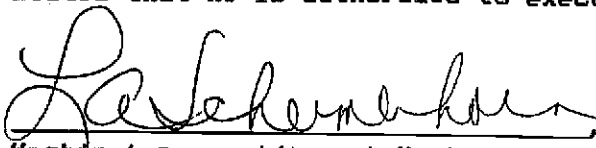


Michael D. Levy, Vice President

FILED FOR RECORD AT REQUEST OF  
TICOR TITLE INSURANCE CO.  
1008 WESTERN AVE. SUITE 200  
SEATTLE, WA 98104  
700

State of Washington )  
                          ) ss  
County of King       )

On this 17th day of July, 1990, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Michael D. Levy to me known to be the Vice President of Lozier Homes 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.



Notary Public in and for the State of Washington, residing at Kent. My commission expires 3/22/92.

RECEIVED THIS DAY

FEB 28 10 43 AM '89  
BY THE DIVISION OF  
RECORDS & INFORMATION  
KING COUNTY

8902260476

After Recording Mail To:

Lozier Homes Corporation  
12443 Bellevue-Redmond Road  
Suite H  
Bellevue, WA 98005

89-02-26  
RECD F  
CASHSL

#0476 1  
20.00  
\*\*\*20.00  
55

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS OF SUMMER RIDGE PARK

Table of Contents

	Page
1. EFFECT OF DECLARATIONS; TERMINATION; AMENDMENT	1
2. DEFINITIONS	1
3. EASEMENTS; RIGHTS IN COMMON AREAS AND IMPROVEMENTS	2
4. ARCHITECTURAL AND USE CONTROL	4
5. HOMEOWNERS' ASSOCIATION	10
6. ASSESSMENTS	11
7. ENFORCEMENT	12
8. ADDITIONAL PROPERTY	12
9. DEVELOPMENT PERIOD	13
10. SEVERABILITY	14
11. FHA/VA APPROVALS	14
12. PLAT DEDICATION	14
13. TRACTS A & B	15

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS OF SUMMER RIDGE PARK

Lozier Homes Corporation, a Washington Corporation, is the owner of certain real property in King County, Washington, commonly known as Summer Ridge Park consisting of 13 residential lots, and legally described as:

Lots 1 through 13, Summer Ridge Park, according to the Plat recorded in Volume 144 of Plats, pages 69-70, in King County, Washington.

Said real property is hereafter referred to as the "Property" or "Properties".

Lozier Homes Corporation, as Declarant, and in furtherance of protecting the economic value, desirability of ownership, and architectural uniformity of the Properties, hereby declares that the above-described Properties are hereinafter subject to the terms, conditions and provisions of this Declaration of Covenants, Conditions, Restrictions and Easements.

1. EFFECT OF DECLARATIONS; TERMINATION; AMENDMENT

The Properties shall be held, sold and conveyed subject to the provisions, covenants, restrictions and easements contained in this Declaration. The provisions of this Declaration shall run with the land and be binding upon all parties having any right, title or interest in the Properties or any part thereof and shall benefit all persons who are or become Owners of Lots.

The provisions of this Declaration are valid and binding for a period of thirty (30) years from the date of recording this Declaration in the office of the King County Recorder, at which time said provisions shall be automatically extended for successive periods of ten (10) years each unless seventy percent (70%) or more of the Owners, by an instrument or instruments in writing, duly signed and acknowledged by them, terminates said provisions insofar as they pertain to residential Lots or Building Sites, and termination shall become effective upon the filing of such instrument of record in the office of the King County Recorder. This Declaration may not be amended without the approval of the Declarant until after termination of the Development Period as defined herein, and then only by an instrument properly executed and acknowledged by seventy percent (70%) or more of the Owners, which amendment shall be recorded in the office of the King County Recorder. For purposes of voting under this provision, Owners of lots will be entitled to one vote for each vote they are entitled to cast in the Association for a Lot which is subject to this Declaration.

2. DEFINITIONS

The following words, when used in this Declaration or any supplemental declaration (unless the context indicates otherwise) shall have the following meanings:

A. "ACC" shall mean the Architectural Control Committee as provided for and established in this Declaration.

B. "Association" shall mean the Summer Ridge Homeowners' Association, a Washington non-profit corporation.

8902260476

6902260476

C. "Board" shall mean the Board of Directors of the Association.

D. "Building Site" shall mean a legal site for the construction of a single family residence and shall consist of at least (1) one or more residential lots as legally established by the plat of the Property; or (2) a parcel composed of only a portion of such residential Lots, the area of which parcel shall not be less than that required for the established use in the district in which it is located.

E. "Common Areas and Improvements" shall mean

(a) all the real property (including any improvements thereon) owned by the Association for the common use and enjoyment of the Owners and

(b) those landscaped areas or other community related improvements lying within the street right of way, utility tracts, or easements over building lots granted to the Association for such purposes; and which have been landscaped or have had improvements installed by the Declarant or the Association for the common beautification and enjoyment of the Properties. (Entry signs, mailbox stands, and landscaped entries, detention ponds, street islands, etc. are the type of areas and improvements included herewith.)

F. "Declarant" shall mean Lozier Homes Corporation, a Washington corporation, and its successors and assigns. The term "successors and assigns" as used in this definition does not include purchasers from the Declarant (or from its successors and assigns) of Lots.

G. "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions and Easements of Summer Ridge Park.

H. "Development Period" shall mean the period defined in paragraph 9 of this Declaration.

I. "Initial Board of Directors" shall mean the Board serving during the Development period.

J. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of (1) the Common Areas and Improvements; and (2) tracts dedicated to utility districts and government entities.

K. "Member" shall mean and refer to every person or entity that holds a membership in the Association. There shall be one membership per Lot which shall be inseparably appurtenant to each Lot.

L. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot and shall include any persons or entities purchasing a Lot pursuant to the terms of a recorded real estate contract, but said term shall exclude those having an interest in any Lot merely as security for the performance of an obligation.

M. "Property" or "Properties" shall mean the real property described herein, which is subject to this Declaration.

**3. EASEMENTS; RIGHTS IN COMMON AREAS AND IMPROVEMENTS**

A. **Easements.** Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, or as recorded elsewhere; and easements for the same purposes are reserved;

8902280476

(1) over the front and rear five (5) feet of each Building Site; and (2) over a five (5) foot strip along each side or interior Building Site lines. Within these easements, no structure, including such items as patios, barbecues, etc., shall be placed or permitted to remain, nor shall any activity be permitted within said easements which may damage or interfere with the installation and maintenance of existing and future utilities, or which may change the direction of flow of drainage in the easement areas. A utility or drainage facility in the easement area of each Lot or Building Site shall be maintained continuously by the property Owners who require the utility or drainage facility except for those improvements for which a public authority or utility company is responsible. In the case where a utility or drainage facility has to be installed on an Owner's property in the easement areas herein defined, the cost to install the facility and to restore the Building Site to its original state prior to installation must be borne by the property Owners who require the utility or drainage facility. Any and all drainage collected or sufficiently concentrated to create erosion problems in the opinion of the ACC shall be piped to the nearest underground public storm sewer line or street gutter at the expense of the property Owner(s) who requires the drainage facility. If such an installation is required to serve more than one Lot, then the Owners of each of said Lots served shall pay for such installation and maintenance thereof in proportional amounts as established by the ACC.

**B. Lot Owner's Rights in Common Areas and Improvements.** Every Owner shall have a nonexclusive right to an easement of enjoyment in and to the Common Areas and Improvements owned by the Association and such easement shall be appurtenant to and shall be conveyed with the title to, or contract purchaser's interest in, every Lot, even though such easement is not expressly mentioned or described in the conveyance or other instrument, subject to the following restrictions:

- (1) The rights of the Association to limit the number of guests of members, and to adopt rules and regulations;
- (2) The right of the Association to exclusive use and management of said Common Areas and Improvements for utilities, such as pumps, pipes, wire, conduits, and other utility equipment, supplies and materials;
- (3) The rights reserved to the Declarant in the Declaration;
- (4) The right of the Association to charge a reasonable admission and other fees for the use of any recreational facilities situated upon the Common Areas and Improvements;
- (5) The right of the Association to suspend the voting rights and right to use of the Common Areas and Improvements by any Owner for any period during which any assessment against the Owner's Lot remains unpaid; and for a period not to exceed one hundred eighty (180) days for any infraction of the published rules and regulations;
- (6) The right of the Association to dedicate or transfer all or any part of the Common Areas and Improvements to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. Except as dedicated or transferred by the Declarant during the Development Period, no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer, signed by seventy-five percent (75%) of all members has been recorded in the office of the King County Recorder.

Any owner may delegate his right of enjoyment of the Common Areas and Improvements and facilities to the members of his family, his tenants and friends, subject to rules and regulations adopted by the Association.

After conveyance by the Declarant, title to the Common Areas and Improvements shall be held by the Association as trustee for the Lot Owners.

C. Declarant's Rights in Common Areas and Improvements.

1. Reservation of Control. The Declarant shall have and hereby reserves for itself, its successors and assigns, the right, during the Development Period, to utilize the Common Areas and Improvements for its business use and purposes, including but not limited to uses and purposes related to the construction, promotion and development of the Property. Such right shall include the right to dedicate, transfer or grant easements to any part of the Common Areas and Improvements to any public agency, authority or utility for purposes not inconsistent with the intended purposes of such Common Areas and Improvements. The Declarant's rights to dedicate, transfer or grant easements as referred to above shall be exercised through the Declarant's reserved rights, powers, and functions as described in paragraph 9. below (Development Period). The Declarant shall convey and quit claim the Common Areas and Improvements to the Association, free and clear of encumbrances, and the control or the management and administration of the Common Areas and Improvements shall then vest in the Association, subject to the Declarant's aforementioned rights of use.

2. Costs. Until such time as the Common Areas and Improvements shall be conveyed to the Association, the Declarant shall pay all costs of maintaining and operating the Common Areas and Improvements. Upon conveyance of the Common Areas and Improvements to the Association, the Association shall thereafter pay all costs of maintaining and operating the Common Areas and Improvements.

3. Additional Common Areas and Improvements. If additional adjacent properties shall be subjected to this Declaration, Common Areas and Improvements located therein shall, in like manner, be conveyed and quit claimed to the Association. If additional adjacent lot owners shall become members of the Association and additional Common Areas and Improvements are dedicated to the Association in connection therewith, then all rights and obligations with respect to said additional Common Areas and Improvements shall inure to the Owners of Properties herein as members of the Association. The Association shall be responsible for the management, maintenance and administration of all Common Areas and Improvements conveyed to the Association. Costs of maintaining and operating Common Areas and Improvements located in additional adjacent properties shall be covered as provided in paragraph 3.C.2 above.

4. ARCHITECTURAL AND USE CONTROL

A. Architectural Control Committee; Approval of Plans.

1. Architectural Control Committee. There shall be an architectural control committee (ACC), with the responsibility and authority to approve or disapprove modifications to the Property, to approve the construction of improvements on the Property, and to enforce the terms and conditions of this Declaration as they relate to architectural and use control.

The ACC shall consist of three (3) members.

The members of the ACC during the Development period shall be appointed by the Declarant and shall serve until the end of the Development Period.

8902260476

At the first annual meeting following the end of the Development Period, the members of the Association shall elect three (3) members to the ACC, whose member terms shall be one year. At each annual meeting of the Association thereafter, new members of the ACC shall be elected. Each member present at an annual meeting may cast one (1) vote each for three (3) separate candidates for the ACC. Those three (3) candidates with the highest vote tallies shall constitute the new ACC.

In the case of the death, disability or resignation of any member or members of the ACC, the surviving or remaining member or members shall have full authority to designate a successor or successors.

The ACC shall have the authority in any individual case to make such exceptions to the building restrictions and requirements set forth herein as said committee shall, in its uncontrolled discretion deem necessary or advisable.

If additional Properties are made subject to this Declaration, pursuant to the terms hereof, a separate ACC may be appointed for each annexed phase of the overall development.

If additional properties, subject to their own declaration of covenants, conditions and restrictions should become members of the Association as set forth under paragraph 8. herein, the Association may, where practical, combine the Architectural Control Committees created by said separate declarations. The Board of Directors of the Association shall make the decision whether the ACC should be combined with respect to any or all of the additional properties having become subject to the Association. In the event any two or more such ACCs are combined, each property shall continue to be governed with respect to its own declaration of covenants, conditions and restrictions. If, additional properties, subject to their own declaration of covenants, conditions and restrictions, become members of the Association, then the interpretation and policies adopted with respect to those identical conditions and restrictions contained in the separate declarations of covenants, conditions and restrictions shall be the same; and where any dispute may occur, the Board of Directors of the Association shall decide on the common interpretation or policy to be applied. In the event of either combined and/or individual ACCs, the vote for each ACC shall be restricted to the properties for which said ACC is responsible.

2. Approval of Plans. All buildings and structures, including concrete or masonry walls, rockeries, fences, swimming pools, or other structures to be constructed or modified within the Property shall be approved by the ACC. Complete plans and specifications of all proposed buildings, structures and exterior alterations, together with detailed plans showing the proposed location and elevation of the same on the particular Building Site, shall be submitted to the ACC before construction or alteration is started, and such construction and alteration shall not be started until written approval thereof is given by the ACC.

The ACC will review submittals as to the quality of workmanship and materials planned and for conformity and harmony of the external design with existing structures on the said Building Sites, and as to location of the building with respect to topography, finished grade elevation and building set back restrictions.

In the event the ACC fails to approve or disapprove such plans and specifications within thirty (30) days after said plans and specifications have been delivered to it, such approval will not be required.

All plans and specifications for approval by the ACC must be submitted at least ten (10) days prior to the proposed construction starting date. Two

8902280476

complete sets of said plans and specifications shall, in each case, be delivered to the ACC. Said plans and specifications shall be prepared by an architect or a competent house-designer approved by the ACC. All buildings or structures shall be erected or constructed by a contractor or house builder approved in writing by the ACC. The maximum height of any residence may be established by the ACC as part of the plan approval and given in writing together with the approval. One set of approved plans shall be retained by the ACC and the other returned to the party submitting them.

As to all improvements, constructions and alterations within the Property, the ACC shall have the right to refuse to approve any design, plan or color for such improvement, construction or alteration which is not suitable or desirable, in the ACC's opinion, for any reason, aesthetic or otherwise, and in so passing upon such design, the ACC shall have the right to take into consideration the suitability of the proposed building or other structure, and the material of which it is to be built, and the exterior color scheme, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect or impairment that said structures will have on the view or outlook of surrounding building sites, and any and all factors, which in the ACC's opinion shall effect the desirability or suitability of such proposed structure, improvements or alterations.

The ACC shall have the right to disapprove the design or installation of a swimming pool or any other recreational structure or equipment which is not suitable or desirable, in the ACC's opinion, for any reason, aesthetic or otherwise, and in so passing upon such design or proposed installation, the ACC shall have the right to take into consideration the visual impact of the structure and the noise impact of the related activities upon all of the Properties located in the close proximity. Any enclosure or cover used in connection with such a recreational structure or equipment, whether temporary, collapsible, seasonal or whatever, shall be treated as a permanent structure for the purposes of these covenants and shall be subject to all the conditions, restrictions and requirements as set forth herein for all buildings and structures.

**B. Building and Landscaping Requirements and Restrictions.** The following building and landscaping restrictions govern the Property and must be adhered to:

1. Any dwelling or structure erected or placed on any Lot or Building Site shall be completed as to external appearance, including finished painting, within eight (8) months after date of commencement of construction and shall be connected to an acceptable sewage disposal facility. All front yards and landscaping must be completed within six (6) months from the date of completion of the Building or structure constructed thereon. In the event of undue hardship due to weather conditions, an extension of time may be granted upon prior written approval of the ACC.
2. No building or structure shall be erected, constructed or maintained or permitted upon such residential lots, except upon a Building Site as herein defined.
3. No building or structure shall be erected, constructed, maintained or permitted upon a Building Site other than one detached single family dwelling for single family occupancy only, not to exceed two (2) stories in height, plus basement and a private garage or carport for not more than three (3) standard sized automobiles.
4. No dwelling shall be permitted on any Lot or Building Site at a purchaser's cost of less than \$90,000.00 including land value and sales tax, based upon cost levels prevailing on the date these covenants are recorded.

8902280476



it being the intent and purpose of this covenant to assure that all dwellings shall be of quality workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size.

5. All houses to be built are subject to the following square footage minimums:

(a) All ramblers are to have a minimum of 1300 square feet of main floor area, exclusive of basement areas, garage and porches.

(b) All tri-level type homes shall have a minimum of 1400 square feet of total floor area exclusive of garage and porches and not less than 1100 square feet exclusive of basement level areas as well.

(c) All two-story type homes shall have a minimum of 1450 square feet of total floor area exclusive of basement areas, garage and porches.

(d) All split-entry type homes shall have a minimum of 1750 square feet of total floor area, exclusive of garage and porches, and not less than 1150 square feet exclusive of basement level areas as well.

These square footage minimums are meant to be guidelines to be used in conjunction with the dollar value standards set in paragraph B.4. above. The ACC may make exceptions to these guidelines so long as the effect is not unreasonable or inconsistent with the interest of these covenants.

6. No dwelling house or garage or any part thereof, or any other structure (exclusive of fences and similar structures) shall be placed on any Lot or Building Site nearer than 20 feet to the front Building Site line, nor nearer than 5 feet to any side of Building Site line, nor nearer than 20 feet to any rear Building Site line unless otherwise approved by the ACC. In the case of corner Building Sites, the front yard set back shall be a minimum of 20 feet and the adjoining exterior street Building Site line set back shall be a minimum of 10 feet.

7. Unless otherwise approved by the ACC, all garages and carports must be attached to, or incorporated in and made a part of the dwelling houses. In granting deviations, the ACC will consider functional necessity and architectural desirability.

8. No fence, wall, hedge, or mass planting other than foundation planting shall be permitted to extend nearer to any street than the minimum setback line of the residence, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two (2) feet above the finished grade at the back of said retaining wall, provided, however, that no fence, wall, hedge or mass planting shall at any time, where permitted, extend higher than six (6) feet above ground. All fences, hedges, or boundary walls situated anywhere upon any residential lot or building site must be approved in writing by the ACC as to its height and design prior to construction. Fences shall be well constructed of suitable fencing materials and shall be artistic in design and shall not detract from the appearance of the dwelling house located upon the lot or building site or be offensive to the owners or occupants thereof, or detract from the appearance of the dwelling houses located on the adjacent lots or building sites. The finished side of any fence (as approved by the ACC) that is visible from neighboring property or streets shall face the neighboring property or street. The finished side of any such fence shall be a side wherein its best decorative components, finishes and textures are displayed, and wherein any supporting rails are either not exposed or are evenly divided as to exposure

8902280476

between the two fence sides. Fences constructed of wire, including woven cyclone wire types, are strictly prohibited unless individually approved by the ACC for specific purposes.

9. No trees or shrubs, of any type, other than those existing at the time these restrictive covenants are filed, shall be allowed to grow in height to a point where they shall noticeably and unreasonably interfere with a view of some significance from another residence. The ACC shall be the sole judge in deciding whether the view is of some significance and whether there has been such unreasonable interference. Should the ACC determine that there is an unreasonable interference, they shall notify the owner in writing, specifying the nature of the interference, what should be done to eliminate it, and the time by which said interference must be eliminated by the owner.

10. No lines or wires for the transmission of current, cable television signals, or for telephone use shall be construed, placed or permitted thereon unless the same shall be underground or in conduit attached to a building. No house-top television, radio or other type of antenna shall be erected or placed on any residential site without the written approval of the ACC. Nor shall any rotary antenna, tower, beam or other similar device be constructed on any residential site or building without the written approval of the ACC.

C. Use Restrictions. The following use restrictions govern the property and must be adhered to:

1. Except as provided in 4.C.1.(a) below, no trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind, including day schools, nurseries, or church schools shall be conducted or carried on upon any residential Lot or Building Site, or within any building located on a residential lot or building site, nor shall any goods, equipment, vehicles (including buses, trucks and trailers of any description) or materials or supplies used in connection with any trade, service, business or personal endeavor, wherever the same may be conducted, be kept, parked, stored, dismantled, or repaired outside on any residential lot or building site or on any street within the existing property except that the ACC may, in specific cases, make exceptions to the storage of such items if screened and/or covered in a manner acceptable to the ACC, nor shall anything be done on any residential Lot or Building Site which may be or may become an annoyance or nuisance to the neighborhood. No premises shall be used for any other purpose whatsoever except for the purpose of a private dwelling or residence.

(a) The above restrictions shall not restrict the following:

(i) The use of a private office so long as related activities do not create an annoyance or nuisance to the neighborhood or the adjoining Owners. The ACC shall be the sole judge as to whether the activity creates an annoyance or nuisance.

(ii) The right of any builder of new homes in the area to use any of such homes built as a sales center for the promotion and marketing of said new homes during the Development Period. Any such sales center may be used for the Development Period of successive phases of development of neighboring property subject to the approval of the ACC.

2. No trash, garbage, ashes, or other refuse, junk vehicles, underbrush, or other unsightly growths or objects, shall be thrown, dumped or allowed to accumulate on any Lot or Building Site or public street.

8902280476

Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment shall be kept in a clean and sanitary condition. All containers must be buried or screened so as not to be visible from any street or adjacent properties or residences.

3. No trailer, camper, basement, tent, shack, garage, barn, or other outbuilding or temporary structure erected or situated within the property shall at any time, be used as a residence, temporarily or permanently, nor shall any permanent building or structure be used as a residence until it is completed as to external appearance, including finished painting. The permission hereby granted to erect a permanent garage or other building prior to construction of the main dwelling house shall not be construed to permit the construction, erection, or maintenance of any building of any nature whatsoever any time, without the approval required by the ACC.

4. The streets in front of the lots shall not be used for the overnight parking of any vehicles other than private family automobiles and shall not be used for the storing of any boats, trailers, camper vehicles, trucks or other vehicles of any nature. The ACC shall have the right to establish policy, in its sole discretion, with respect to the storing of any boat, trailer, camper vehicles, trucks, or other vehicles of any nature on any residential lot or building site. The ACC may change said policy from time to time as the conditions warrant and may prohibit such storage unless the same is stored or placed in a garage or other screened area as approved by the ACC.

5. No live poultry or animals shall be permitted on said property other than songbirds, and not more than two (2) dogs and two (2) cats as household pets.

6. All mailboxes must be of a standard accepted by the U.S. Postal authorities, and must be located in those areas so designated by the ACC. Structures containing such mailboxes must be approved by the ACC.

7. No sign of any kind shall be displayed unless written approval is received from the ACC, with the exception of temporary real estate "for sale" and "for rent" signs the maximum size of which shall be two feet by three feet. The Declarant and/or builders of new homes in the area may install larger signs during the Development Period for the promotion and marketing of said new homes. Said signs shall be in good taste and shall be subject to the approval of the ACC with respect to design, location, and term of installation.

8. No exterior clothes lines are allowed that can be seen from any street or adjacent properties or residences.

9. No building or construction materials to be used for future improvements may be stored out of doors where they may be visible from any street or adjacent properties or residences. The builders of new homes may store materials in connection with the construction of new homes at locations approved by the ACC and subject to any reasonable conditions the ACC may establish for the protection, enjoyment and general welfare of the community.

10. No wood piles, for fireplace or other use, may be stored out of doors where they create, in the opinion of the ACC, an objectionable view from any street or for adjacent property owners.

11. No children's play areas, including but not limited to sandboxes, swing sets, jungle jim sets, etc., may be installed or maintained in a manner such that they are an objectionable feature in the neighborhood or to adjoining Owners. The ACC will determine whether or not the facility is objectionable.

8902280476

## 5. HOMEOWNERS' ASSOCIATION

A. **Membership and Voting.** Every Lot Owner shall be a Member of the Summer Ridge Homeowners' Association, a Washington non-profit corporation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. All Members shall have rights and duties specified in this Declaration, the articles and bylaws of the Association.

At any meeting of the Association, each Lot Owner (including the Declarant if the Declarant shall own any lot), shall be entitled to cast one vote per each lot which is owned. Fractional voting shall not be permitted. If any Lot is owned by more than one person or other entity, then the owners thereof shall appoint one person to cast the vote pertaining to the Lot, and shall file a written statement with the Board signed by all owners of that particular lot stating that such person has been appointed to cast the vote for that Lot. If the Owners cannot agree on the appointment of one person to cast the vote for the Lot, no vote will be allowed for said Lot and the Owners will not be included in any quorum. The person appointed to cast such vote need not be a Lot owner. Any such designation once made shall be voided when the Board shall receive notice of the death or judicially declared incompetency of any Lot Owner, upon the conveyance by any Lot Owner of his interest in his Lot, or upon written notice from all owners of the subject Lot. In any situation where there is more than one Owner of a Lot, the Owners of that Lot attending any meetings of the Association may, if they act unanimously, cast a vote for that Lot. If a Lot's boundaries are modified by a Lot Line Adjustment approved by the appropriate government agencies, each new lot thus created shall be entitled to cast only one vote, and the Lot Line Adjustment shall not result in creation of fractional lots or fractional votes.

If a Building Site consists of more than one Lot, the Owner shall be entitled to one vote for each whole Lot owned. If the Building Site results in the use of fractional lots, the Owner that owns the largest square footage portion of said lot which has been divided shall cast the vote for said lot unless an Owner of a lesser portion of said Lot was specifically granted the right to vote by deed or other recorded conveyance.

Voting at any meeting of the Association may be in person or by proxy, provided that such proxy is in writing and signed by the Lot Owner and filed with the Board in advance of the meeting at which such vote is taken. The voting rights of any member may be suspended as provided in the Declaration, or the articles or bylaws of the Association.

B. **Articles and Bylaws.** The Association shall be governed by its articles and bylaws, which instruments may be amended in accordance with their respective terms and conditions.

C. **Initial Board of Directors.** The members of the Initial Board shall be appointed by the Declarant and shall serve until the termination of the Development Period. Prior to the transfer of the management and administration of the Summer Ridge Homeowners' Association from the Initial Board to the first Board elected following the end of the Development Period, if any member of the Initial Board is no longer alive, or becomes incompetent or resigns or if the Declarant desires to replace or remove any such member, then the Declarant shall have the right and power to do so and to appoint a successor who shall serve until the Initial Board transfers responsibility for management and administration of the Summer Ridge Homeowners' Association to the first Board elected following the end of the Development Period. Except as specifically provided herein to the contrary, during such time as the Declarant's appointees compose the Initial Board, such appointees shall have the right to exercise all powers and perform all functions of the Board

8902280476

as authorized and provided in this declaration, the articles of incorporation and bylaws of the Association. The Initial Board shall serve without compensation.

This Declaration and/or the articles of incorporation and/or the bylaws of the Association shall not be amended, modified or superceded without the express written consent of the Declarant until management and administration of the Summer Ridge Homeowners' Association is transferred from the Initial Board to the first Board of directors following the end of the Development Period.

## 6. ASSESSMENTS

A. Lien for Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed or real estate contract therefor, whether or not it shall be so expressed in such deed or real estate contract, is deemed to covenant and agree to pay to the Association:

1. Annual assessments or charges; and
2. Special assessments for Improvements.

The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment became due. The personal obligation for delinquent assessment shall not pass to successors in title unless expressly assumed by such successors.

B. 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 Areas and Improvements.

C. Annual Assessments. The Board may fix an annual assessment for the operation and maintenance of the Association and for the purpose of providing revenues to fulfill the assessment purpose stated herein.

D. 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 or reconstruction of a capital improvement upon the Common Areas and Improvements, including fixtures and personal property related thereto, provided that with respect to any new capital improvements such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for the purpose of considering a special assessment. Assessments with respect to the repair or maintenance of existing capital improvements shall be decided by the Board of Directors of the Association and shall not be subject to the two-thirds (2/3) ratification procedure discussed above. A special assessment applicable to one year only may provide for a payment schedule extending beyond that one year to allow the Association to finance any such capital expenditure.

E. Notice and Quorum for Special Assessment Meeting. Written notice of any meeting called for the purpose of making a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of such meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast 60% of all the votes of the

8902280476

Members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, 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.

**F. 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.

**G. Commencement of Annual Assessments.** 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 Areas and Improvements to the Association. The Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board. 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 had been paid. A properly executed certificate of the Association as to the status of the assessments on a Lot is binding upon the Association as of the date of its issuance.

**H. Effect of Nonpayment of Assessments; Remedies.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate set by the Association. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots. No Owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Areas and Improvements or by abandonment of his or her Lot or Lots.

**I. Subordination of 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 became due prior to such sale or transfer. No sale or transfer shall release such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**J. Electricity and Street Lighting Service.** The Developer has paid for the costs of installing a street lighting system within the plat which benefits directly or indirectly all lots in the plat and has requested Northeast Sunnamiish Sewer and Water District of King County, Washington, ("District") to provide electricity therefore from Puget Power. Upon formation of a street lighting system within the plat for such purpose the District will provide electricity to the system and will charge each lot owner a monthly charge therefore, and each lot owner within the District shall pay the same when due. Unpaid charges for said electricity shall be a lien upon the lot or lots benefiting directly or indirectly from such service and may be collected in accordance with RCW 57.08.060(4), and or as may be provided for the collection of fees and charges set forth herein, at the District's election.

## 7. ENFORCEMENT

Provisions of this Declaration are declared to create mutual, equitable covenants and servitudes for the benefit of the Declarant, each Owner of a Lot or Building Site subject to said covenants, and their successors in interest. Enforcement of these covenants, conditions and restrictions may be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction, and said action may be brought either to restrain violation and/or to recover damages. Failure of the Declarant, the ACC or any Owner to enforce any covenant, restriction or exercise any rights herein contained shall in no event be deemed a waiver of the right to do so thereafter. All costs incurred in enforcement shall be at the expense of the violator or violators, including a reasonable attorneys' fee.

## 8. ADDITIONAL PROPERTY

The Declarant hereby reserves for itself, its successors or assigns, the right, but not the obligation, to include additional adjacent properties within the auspices of the Association and to grant to the Lot Owners of any such

8902280476

additional adjacent properties all rights and benefits to which Members of the Association are entitled. The Declarant hereby reserves for itself, its successors or assigns, the right to develop said additional adjacent properties without subjecting them to the terms and provisions of this Declaration. The intent of this provision is to allow the Declarant the option to create one Homeowners' Association for all phases of the Summer Ridge project. Thus, Lot Owners of additional adjacent property may become Members of the Association even though they are subject to a declaration of covenants, conditions, restrictions and easements which differs from this Declaration.

Each Lot Owner hereby consents to the inclusion of additional property entitled to membership in the Association at any time from the date on which this Declaration is recorded with the King County Recorder. Each Lot Owner hereby appoints and constitutes the Declarant as his attorney-in-fact to accomplish the amendment of the Association's Articles and Bylaws to add such additional properties. Each Lot Owner further agrees that the Declarant, as attorney-in-fact for each Lot Owner, shall have the authority to file such amendments to this Declaration and/or record additional Declarations as the Declarant may reasonably deem appropriate to include such additional properties within the auspices of the Association. If the Declarant adds additional properties to the Association, at the time at which any additional properties are added to the Association, the Common Areas and Improvements included in such property shall be combined with the Common Areas and Improvements existing in the Association prior to such addition or additions. The Common Areas and Improvements shall then be burdened by easements in favor of the Lot Owners of the originally described Property and in favor of the Lot Owners of any additional properties, and shall be benefitted by an obligation of the Lot Owners of the originally described Property and the Lot Owners of any additional properties to pay a portion of the cost of maintenance of the Common Areas and Improvements. Until such additional adjacent properties shall be subjected to the Association, the property shall not be governed by the Association. This Declaration shall not give the Association or any Lot Owners any right in said adjacent properties until said adjacent properties are subjected to the Association.

Nothing contained in this Declaration shall be construed to require the Declarant to include any additional properties.

#### 9. DEVELOPMENT PERIOD

The Development Period shall mean that period of time from the date of recording this Declaration until two years after the date when 90% of the lots entitled to membership in the Association have had improvements constructed on them and have been sold. A sold home shall be evidenced by the recording of a deed or real estate contract with the King County Recorder. Lots entitled to membership shall consist of lots included in this Declaration and lots included in the Association under the provision for additional adjacent property.

Notwithstanding the foregoing, the Declarant, at its option, may elect to terminate the Development Period at any time after ten (10) lots have had improvements constructed on them and have been sold. Upon termination of the Development Period, either as a result of the sale of the required number of improved lots or the election of the Declarant, the Declarant shall record with the King County Recorder a Declaration of Termination of Development Period referencing the Declaration and stating that the Development Period is terminated, and the Development Period shall terminate with the recording of said document.

Not less than ten (10) no more than thirty (30) days prior to the recording of the Declaration of Termination of Development Period, the Declarant shall

8902280476

give written notice of the termination of the Development Period to the Owner of each Lot. If there shall be more than one Owner of any Lot, notice to anyone of said Owners of any Lot shall be sufficient. The notices shall be transmitted by regular mail, postage prepaid, addressed to the Owner at the last mailing address provided to the Declarant. If no mailing address has been provided to the Declarant, then said notice shall be addressed to the mailing address of the Lot. Notices shall be deemed given when deposited in the United States Mail, postage prepaid, addressed as herein indicated.

Said Notice of Termination of Development Period shall specify the date when the Development Period will terminate, and shall further notify the Lot Owners of the date, place and time at which the first annual meeting of the Association will be held. The notice shall specify that the purpose of the Association meeting is to elect new officers and a Board of Directors of the Association. The board 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 and it shall thereafter be the responsibility of the Lot Owners to provide for the operation of the Association.

The Declarant hereby reserves for itself, its successors or assigns, during the Development Period, all of the rights, powers, and functions of the Association, or the Board of Directors thereof, which shall be exercised and/or performed by the Declarant. The Declarant shall appoint the Initial Board of Directors who shall exercise the aforesaid rights during the Development Period.

#### 10. SEVERABILITY

The invalidation of any one of the covenants contained in this Declaration by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

#### 11. FHA/VA APPROVALS

As long as the Development Period exists for the Declarant, the following actions will require prior approval of the Veterans Administration or the Federal Housing Administration:

- A. Annexation of additional properties to this Declaration;
- B. Dedication of common property, and
- C. Amendment of this Declaration.

#### 12. PLAT DEDICATION

The recorded plat contains the following provision:

The undersigned owners of the land hereby subdivided waive for themselves, their heirs and assigns and any person or entity deriving title from the undersigned, any and all claims for damages against King County, its successors and assigns which may be occasioned by the establishment, construction, or maintenance of roads and/or drainage systems within this subdivision other than claims resulting from inadequate maintenance by King County.

Further, the undersigned owners of the land hereby subdivided agree for themselves, their heirs and assigns to indemnify and hold King County, its successors and assigns, harmless from any damage, including any costs of defense, claimed by persons within or without this subdivision to have been caused by alterations of the ground surface, vegetation, drainage, or surface or subsurface water flows within this subdivision or by establishment, construction or maintenance of the roads within this subdivision. Provided, this waiver and indemnification shall not be construed as releasing King County, its successors and assigns, from liability for damages, including the cost of defense, resulting in whole or in part from the negligence of King County, its successors or assigns.

8902280476





# SUMMER RIDGE PARK

SE 1/4, SEC. 22, TWP. 25N., RGE. 6E., W.M.  
KING COUNTY, WASHINGTON

File # 10-1-144  
 May 5 1989  
 King County

**RECORDING:**  
 Each of us, by these presents that we, the undersigned owners of interest in the land hereby subdivided, hereby declare this plat to be the graphic representation of the subdivision and we hereby dedicate to the use of the public forever all streets and avenues not shown as private hereon and dedicate the use thereof for all public purposes not inconsistent with the use thereof for public highway purposes, and also the right to make all necessary ditches for water and fill upon the lots shown hereon in the original, reasonable grading of said streets and avenues, and further dedicate to the use of the public all the easements and tracts shown on this plat for all public purposes as indicated thereon, including but not limited to parks, open space, utilities and drainage unless such easements or tracts are specifically identified on this plat as being dedicated or conveyed to a person or entity other than the public.  
 Further, the undersigned owners of the land hereby subdivided waive for themselves, their heirs and assigns and any person or entity deriving title from the undersigned, any and all claims for damages against King County, its successors and assigns which may be occasioned by the establishment, construction, or maintenance of roads and/or drainage systems within this subdivision other than claims resulting from inadequate maintenance by King County. Further, the undersigned owners of the land hereby subdivided agree for themselves, their heirs and assigns to indemnify and hold King County, its successors and assigns, harmless from any damage, including any costs of defense, claimed by persons within or without this subdivision to have been caused by alterations of the ground surface, vegetation, drainage, or surface or subsurface water flows within this subdivision or by establishment, construction or maintenance of the roads within this subdivision. Provided, this waiver and indemnification shall not be construed as releasing King County, its successors or assigns, from liability for damages, including the cost of defense, resulting in whole or in part from the negligence of King County, its successors or assigns.  
 IN WITNESS WHEREOF we set our hands and seals.

**LEGAL DESCRIPTION:**  
 That portion of the northeast quarter of the southeast quarter of Section 22, Township 25 North, Range 6 East, W.M., in King County, Washington described as follows:  
 Beginning at the southeast corner of said subdivision thereof NE 1/4 SW 1/4 along the east line thereof 700.00 feet; thence S 89° 11' 00" W parallel with the east line of said subdivision 700.00 feet; thence S 89° 11' 00" W parallel with the east line of said subdivision 700.00 feet to the south line thereof; thence S 89° 11' 00" W 700.13 feet to the point of Beginning.  
 SUBJECT to an easement for underground electric transmission and/or distribution system granted to Puget Sound Power & Light Company, a Washington Corporation over a strip of land 100 feet in width, located within said property, lying parallel with and adjoining, all public and private street and road rights-of-way according to instrument recorded under King County Recording No. 881102071.

**EXEMPTION PROVISIONS:**  
 An easement is hereby reserved for and granted to Puget Sound Power & Light Company, General Telephone Company of the Northwest, Washington National Gas Company, W. Washington Street and Water District and a utility to Company and their respective successors and assigns, under and upon Tract C and the adjacent 40 feet parallel strip and adjoining the street frontage of all lots and tracts in which to install, lay, construct, remove, locate and maintain underground conduits, cables, pipelines, and wires with the necessary facilities and other equipment for the purpose of service to this subdivision and other property with telephone, gas, cable T.V., service, steam and water, together with the right to install upon the lots at all times for the purpose stated. Said easements to be restored by utility.

**REVISIONS:**  
 No lot or portion of a lot in this plat shall be divided and sold or leased or otherwise changed or transferred without the consent of any person or entity shall be less than the area required for the use described in other sections.

**RECORDING:**  
 All lots within this plat are subject to the covenants contained in the \_\_\_\_\_ day of \_\_\_\_\_ 1989, under Recording Number \_\_\_\_\_ records of King County, Washington.

LAZIER HOMES CORPORATION, a Washington Corporation, successor in interest to PARK WEST CORPORATION  
 BY ITS: David M. Jones 8902280475  
 BY ITS: 144/69-70

**PERSONAL REPRESENTATIVE:**  
 State of Washington  
 County of King  
 I, David M. Jones, do hereby certify that DAVID M. JONES, JR. and DAVID M. JONES, JR. are authorized to execute the instrument and acknowledge it as the PERSONAL REPRESENTATIVE of LAZIER HOMES CORPORATION, a Washington Corporation to be the true and voluntary act of each party for the uses and purposes mentioned in the instrument.  
 Dated January 19 1989  
 Signature of David M. Jones, Jr.  
 Title President  
 By Appointment expires 3-22-92

**LAND DEVELOPER'S CERTIFICATE:**  
 I hereby certify that this plat of SUMMER RIDGE PARK is based upon an actual survey and subdivision of Section 22 Township 25 North, Range 6 East of W.M., that the courses and distances are shown correctly thereon; that the corners will be set on the lot and block corners will be staked correctly on the ground on construction is completed and that I have fully complied with the provisions of the following regulations.



David B. Anderson  
 David B. Anderson, Professional Land Surveyor, Certificate No. 1826

**PLANNING AND RESOURCE MANAGEMENT:**  
 Examined and approved this 22nd day of February 1989.  
David M. Jones  
 Development Director  
 Examined and approved this 22nd day of February 1989.  
David M. Jones  
 Director, Building & Land Development Division  
 KING COUNTY DEPARTMENT OF ASSESSMENT  
 Examined and approved this 22nd day of February 1989.  
David M. Jones  
 King County Assessor  
 Examined and approved this 22nd day of February 1989.  
David M. Jones  
 King County Council  
 Examined and approved this 22nd day of February 1989.  
David M. Jones  
 King County Council

**UTILITY DIVISION'S CERTIFICATE:**  
 I certify that all property taxes are paid, that there has no delinquent special assessments certified to this office for collection and that all special assessments certified to this office for collection on any of the property herein registered, including all streets, alleys or for other public use, are paid in full. This 22nd day of February 1989.  
David M. Jones  
 Director of Finance Management  
David M. Jones  
 King County Council



**RECORDING CERTIFICATE:**  
 This plat is recorded at the request of the King County Council this \_\_\_\_\_ day of \_\_\_\_\_ 1989, at \_\_\_\_\_ o'clock \_\_\_\_\_ p.m., and recorded to Volume \_\_\_\_\_ of Plate \_\_\_\_\_ records of King County, Washington.

**REVISIONS AND ELECTING:**  
 \_\_\_\_\_  
 \_\_\_\_\_

- GENERAL NOTES:**
1. STRUCTURES, FULL OR OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO DECKS, PATIOS, OUTBUILDINGS, OR ENCLOSURES, SHALL NOT BE PERMITTED BEFORE THE BUILDING SETBACK LINE OF NATIVE GROWTH EASEMENTS. ADDITIONALLY, SPACING AND CONSTRUCTION OF FENCING SHALL NOT BE ALLOWED WITHIN THE DRAINAGE EASEMENTS UNLESS OTHERWISE APPROVED BY KING COUNTY BUILDING AND LAND DEVELOPMENT DIVISION.
  2. ALL BUILDING COMPONENTS, FOOTING DRAINS, AND RUNOFF FROM ALL IMPERVIOUS SURFACES SUCH AS PATIOS AND DRIVEWAYS SHALL BE CONNECTED TO THE STORM DRAINAGE SYSTEM AS SHOWN ON CONSTRUCTION DRAWING NO. 8-1187 ON FILE WITH KING COUNTY DEPARTMENT OF PUBLIC WORKS UNLESS OTHERWISE APPROVED BY KING COUNTY BUILDING AND LAND DEVELOPMENT DIVISION. IN ITS SUCCESSOR RECORD, ALL CONNECTIONS MUST BE MADE PRIOR TO APPROVAL OF THE BUILDING PERMIT.
  3. BUILDING SETBACKS AND NATIVE GROWTH PROTECTION EASEMENTS: STRUCTURES, FULL OR OBSTRUCTIONS (INCLUDING BUT NOT LIMITED TO DECKS, PATIOS, OUTBUILDINGS, OR ENCLOSURES BEYOND 18 INCHES) ARE PROHIBITED WITHIN THE BUILDING SETBACK LINE (LINE 1) AND RESTRICTED FLOOD PLATING (IF APPLICABLE), AND WITHIN THE NATIVE GROWTH PROTECTION EASEMENTS (AS SHOWN). REVISION OF A NATIVE GROWTH PROTECTION EASEMENT (NPE) CONVEYS TO THE PUBLIC A BENEFICIAL INTEREST IN THE LAND WITHIN THE 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 SOIL STABILITY, VISUAL AND AURAL BUFFERING, AND PROTECTION OF PLANT AND ANIMAL HABITAT. THE NPE IMPROVES UPON ALL PRESENT AND FUTURE OWNERS AND OCCUPANTS OF THE LAND SUBJECT TO THE EASEMENT THE QUALITY, QUANTITY AND BEAUTY OF THE PUBLIC OF KING COUNTY, TO LEAVE UNDISTURBED ALL TREES AND OTHER VEGETATION WITHIN THE EASEMENT. THE VEGETATION WITHIN THE EASEMENT MAY NOT BE CUT, PRUNED, COVERED BY FILL, REMOVED OR DAMAGED WITHOUT EXPRESS PERMISSION FROM KING COUNTY, WHICH PERMISSION MUST BE OBTAINED IN WRITING FROM THE KING COUNTY BUILDING AND LAND DEVELOPMENT DIVISION OR ITS SUCCESSOR AGENCY.
  4. BEFORE AND DURING THE COURSE OF ANY DRIVING, BUILDING CONSTRUCTION, OR OTHER DEVELOPMENT ACTIVITY ON A LOT SUBJECT TO THE NPE THE COURSE OF THE NPE WITHIN THE EASEMENT AND THE AREA OF DEVELOPMENT ACTIVITY MUST BE FENCED OR OTHERWISE MARKED TO THE SATISFACTION OF KING COUNTY.
  5. LOTS 2-8 AND 8 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE PLANTER ISLANDS WITHIN S.E. 20TH STREET. THE PLANTER ISLANDS WILL NOT BE MAINTAINED BY KING COUNTY UNLESS THEY ARE MARKED.
  6. LOTS 8 AND 7 SHALL HAVE AN UNDIVIDED INTEREST IN TRACT 7E AND SHALL BE RESPONSIBLE FOR ITS MAINTENANCE.
  7. TRACT 7E, RECREATION OPEN SPACE AND NATIVE GROWTH PROTECTION EASEMENT, SHALL BE OWNED AND MAINTAINED BY THE SUMMER RIDGE HOMEOWNERS ASSOCIATION.
  8. TRACT 7A, OPEN SPACE, SHALL BE OWNED AND MAINTAINED BY THE SUMMER RIDGE HOMEOWNERS ASSOCIATION.
  9. TRACTS 7A AND 7B, RECREATION OPEN SPACE, ARE, AS A REQUIREMENT FOR APPROVAL, SET ASIDE AND RESERVED FOR RECREATION OPEN SPACE AND RECREATIONAL USE FOR THE BENEFIT OF THE PRESENT AND FUTURE LOTS OF THIS SUBDIVISION AS AUTHORIZED BY INSTRUMENT NO. 8888, AS A CONDITION OF APPROVAL, THE UNDERSIGNED OWNERS OF INTEREST IN LAND HEREBY SUBMITTED TO GRANT AND CONVEY A RECREATION EASEMENT IN TRACTS 7A AND 7B FOR THE USE AND BENEFIT OF ALL PRESENT AND FUTURE OWNERS OF THE LOTS OF THIS SUBDIVISION AUTHORIZED BY INSTRUMENT NO. 8888, EXCEPT AS SHOWN ON THE PLAN. NO BUILDING SHALL BE PLACED ON THESE TRACTS OR SAID TRACTS SHALL NOT BE FURTHER SUBDIVIDED OR USED FOR FINANCIAL GAIN.

# SUMMER RIDGE PARK

SE 1/4, SEC. 22, TWP. 25N., RGE. 6E., W.M.  
KING COUNTY, WASHINGTON

8902260475

144/69-70

CENTER SECTION  
NOT FOUND

UNPLATTED

LOT LINE ADJUSTMENT 87/80/83

889° 33' 05" W 745.13

TRACT B - PERMANENT OPEN SPACE &  
NATIVE GROWTH PROTECTION EASEMENT

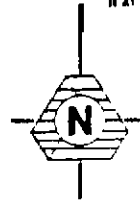
SEE NOTES 3, 6, 8 & 9

NOTE  
OUTLETS FROM BUILDING DOWNSPOUTS SHALL NOT DISCHARGE  
DIRECTLY ONTO SLOPES GREATER THAN 40%

BASES OF SHADING  
PER PLAN OF SUMMER RIDGE, DIV.  
1-30-80, 34-7-73  
& RECORD OF SURVEY IN BODY  
11 AT PAGE 174

### LEGEND

- ⊕ EXISTING HANG CO. STD. MON.
- ⊕ SET HANG CO. STD. MON.
- SHADING
- SET-BACK LINE

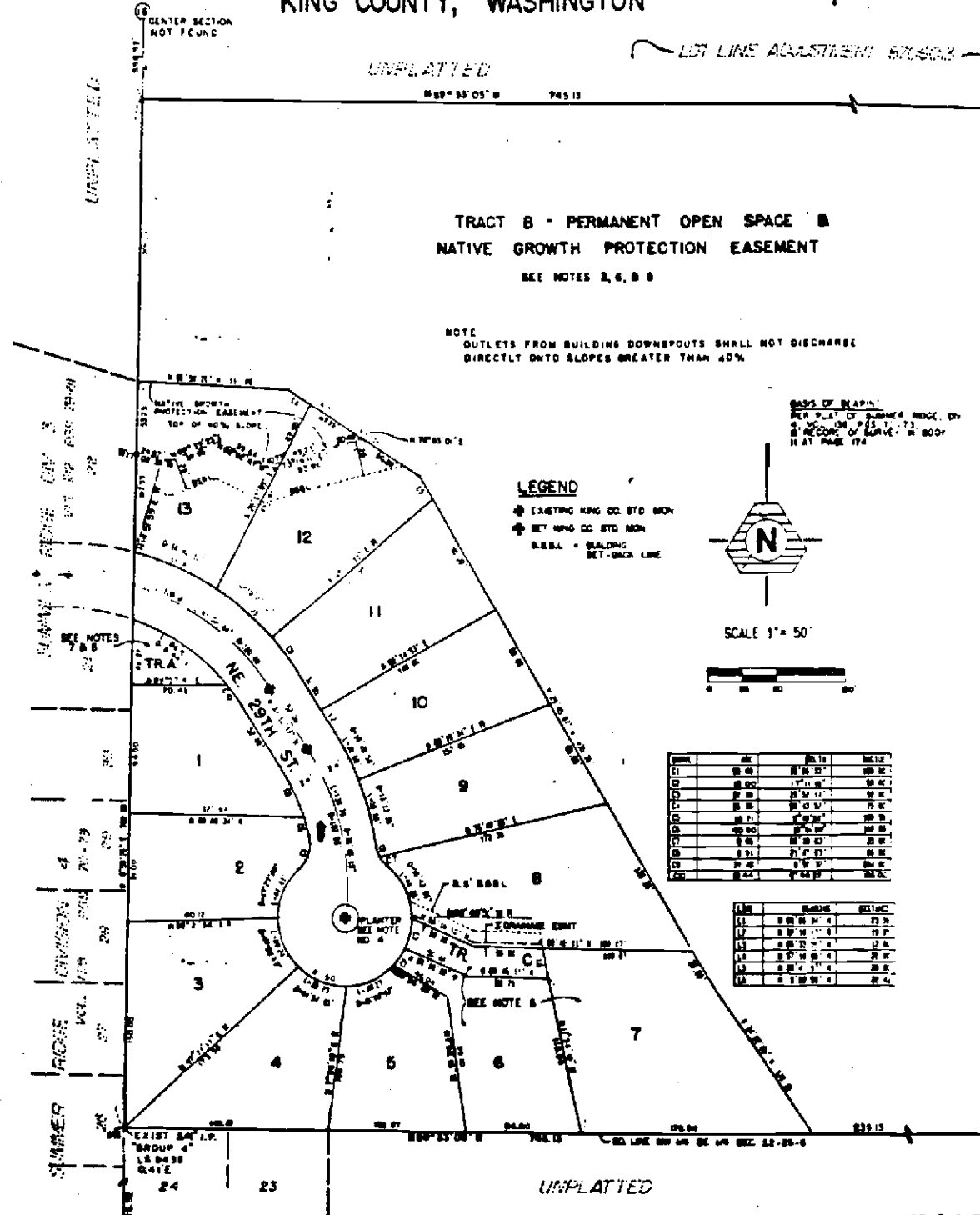


SCALE 1" = 50'



LINE	AC	FRONT	REAR
11	8.00	17.50	8.00
12	8.00	17.50	8.00
10	8.00	17.50	8.00
9	8.00	17.50	8.00
8	8.00	17.50	8.00
7	8.00	17.50	8.00
6	8.00	17.50	8.00
5	8.00	17.50	8.00
4	8.00	17.50	8.00
3	8.00	17.50	8.00
2	8.00	17.50	8.00
1	8.00	17.50	8.00

LINE	SHADING	SETBACK
11	8.00	17.50
12	8.00	17.50
10	8.00	17.50
9	8.00	17.50
8	8.00	17.50
7	8.00	17.50
6	8.00	17.50
5	8.00	17.50
4	8.00	17.50
3	8.00	17.50
2	8.00	17.50
1	8.00	17.50



UNPLATTED

SEE GENERAL NOTES ON SHEET 1 OF 2 SHEETS

S.A.L.D. FILE NO. 387-1

SHEET 2 OF 2 SHEETS