

**DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
LAKE WASHINGTON RIDGE**

THIS DECLARATION, made on the date hereinafter set forth by Lake Washington Ridge Homeowners Association, which is the successor in interest to Declarant, Lake Washington Ridge, Inc., and RNJ Homes, Inc., and desires to amend the Declaration dated 21 July 1988 and previously amended on 10 January 2001 and 23 March 2004 as hereafter amended;

WHEREAS, Lake Washington Ridge Homeowners Association has approved these amendments on 24 March 2009 by a majority of members.

WITNESSETH:

WHEREAS, Lake Washington Ridge Homeowners Association is the homeowners association for certain property in the County of King, State of Washington which is more particularly described as follows and hereinafter referred to as the "Subdivision":

All the lands embraced within the plat of Lake Washington Ridge according to the plats thereof recorded in King County, State of Washington, under Volume 141 of Plats, pages 77-85, records of King County, Washington under Recording No. 8805311302, here in referred to as Lake Washington Ridge Division I.

All the lands embraced within the plat of Lake Washington Ridge – Div II according to the plats thereof recorded in King County, State of Washington, under Volume 152 of Plats, pages 42-45, records of King County, Washington under Recording No. 9005150928, herein referred to as Lake Washington Ridge Division II.

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

**ARTICLE I.**

**Definitions**

Section 1. "Association" shall mean and refer to LAKE WASHINGTON RIDGE HOMEOWNERS ASSOCIATION, its successors and assigns.

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

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

Section 4. "Common Area" shall mean all real property owned by the Association or City of Newcastle for the common use and enjoyment of the Owners and subject to the beneficial interest in favor of the public, specifically including tracts designated as Native Growth Protection Easements. The Common Area owned by the Association is described as follows:

Tracts B and J of Division I.

The Common Area owned by the City of Newcastle is described as follows:

Tracts A, C, E, G and I of Division I.

Tracts A, B, C and D of Division II.

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

Section 6. "Native Growth Protection Easements" shall mean the real property which is restricted in its uses and requires protection of trees and vegetation as set forth in the plats of the Subdivision. Portions of Common Area that contain Native Growth Protection Easements owned by the Association or City of Newcastle are described as follows:

Tracts A, B, C, E, I and J of Division I.

Tracts B, C and D of Division II.

Other areas within the Subdivision, including portions of Lots 8, 9, 25, 26, 36 through 42, 47, 48, 51, 52, 54, 56, 58, 59 and 73 in Division I and portions of Lots 7, 8, 16, 17, 18, 28, 29, 34, 35, 37, 38, 39, 40 and 41 in Division II, are also designated as Native Growth Protection Easements and must be protected and left undisturbed by said Lot Owners in accordance with the plat of the Subdivision.

The following Common Area owned by the City of Newcastle contains areas (primarily on borders of Lots) that the Association is allowed to landscape and maintain for aesthetic purposes:

Tracts A, C, E and I of Division I.

Tracts B, C and D of Division II.

## **ARTICLE II.**

### **Property Rights**

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable assessments of fees for use, maintenance, preservation, insurance and other costs related to the Common Area.
- (b) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the total membership agreeing to such a dedication or transfer has been recorded.
- (c) the right of the Association to enforce the provisions of the Declaration by any lawful means, including proceeding in law or equity, against any party violating or attempting to violate any provision herein, whether to restrain violation, compel compliance or recover damages or fines. The violator shall be required to pay any and all expenses incurred herein, including reasonable attorney fees. No liability shall attach to the Association or any person acting in its behalf in acting in good faith pursuant to this Declaration.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contact purchasers who reside on the property.

### ARTICLE III.

#### Membership and Voting Rights

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

Section 2. Membership Voting Rights. The Association members shall be all property Owners in the Subdivision with the exception of the Association itself and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

### ARTICLE IV.

#### Covenants for Maintenance Assessment

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Association, for each improved Lot owned within the Subdivision hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (a) annually or monthly assessments or charges; and,
- (b) special assessments to be established and collected as hereinafter provided.

The assessments, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Subdivision and for the improvement, construction, establishment, repair, maintenance and other expenses of the Common Area (including maintenance and preservation of the Native Growth Protection Easements), real property taxes, utilities, insurance, etc. Assessments may also be levied to pay for any professional services or consultation incurred by the Association in carrying out its duties.

Section 3. Maximum Annual Assessment. The maximum assessment shall not exceed two hundred fifty dollars (\$250.00) per annum. The annual assessment may be paid in equal monthly payments. Said monthly payments are referred to herein as "monthly assessments".

- (a) The maximum assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.
- (b) The maximum assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of the total membership who are voting in person or by proxy, at a meeting duly called for the purpose.
- (c) The Association Board of Directors may fix the assessment in an amount not in excess of the maximum without the vote of the membership.

Section 4. Special Assessments for Capital Improvements. In addition to the assessments authorized above, the Association may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Exception to Maximum Assessment Limitation. The limitations of maximum annual assessment under section 3 of this Article, and Special Assessments under Section 4 of this Article shall not apply with respect to a Special Assessment against a member imposed by the Association Board of Directors to reimburse the Association for costs and attorney fees incurred in bringing the Owner of home and/or Lot into compliance with the provisions of this Declaration.

Section 6. Notice and Quorum for Any Action Authorized Under Section 3 or 4. Written notice of any meeting called or the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than ten (10) days nor more than fifty (50) days in advance of the meeting.

Section 7. Uniform Rate of Assessment. All regular assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 8. Date of Commencement of Assessments - Due Dates. The liability for regular assessments shall begin on the first day of the calendar month following the date of any deed or contract of sale for the Lot, or on the first day of the calendar month following occupancy of the premises, whichever is earlier. The assessments may be budgeted on an annual basis (referred to herein as "annual assessment") subject to adjustments according to the number of months remaining in the calendar year. The Association Board of Directors shall fix the amount of the assessments against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Association Board of Directors and unless otherwise stated, the annual assessment shall be payable in equal monthly installments and shall be due on the first day of each month. The due date for special assessments shall be set by the Association Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a statement or certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 9. Effect of Nonpayment of Assessments - Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. Unpaid assessments, plus interest, costs and attorney fees shall create a lien on the property. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of their Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage (and to the lien of any second mortgage given to secure payment of the purchase price) now or hereafter placed on the Lot, only in the event that the lien for delinquent assessments has not been recorded with the King County Auditor at the time of the recording of the mortgage lien. Notwithstanding any provision herein, the lien for delinquent assessments shall be subordinate to any first mortgage when said mortgage is FHA, VA or Fanny Mae mortgage, in which case this subordination shall only be to the extent required to satisfy the eligibility criteria of FHA, VA or Fanny Mae. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Real Property Taxes. In the event real property taxes shall become delinquent on the Common Area, the total amount of the delinquent taxes shall be divided equally among all the Owners, and said portion of each Owner's share of delinquent taxes shall be a lien on said Owner's Lot to the same extent as if the delinquent tax was on the Owner's Lot. Alternately, the Association may, in its sole discretion, declare the debt to be a debt of the Association and levy a special assessment to collect the cost of payment thereof.

Section 12. Subordination of the Lien of Taxes to Mortgage. The lien of the taxes provided for herein relative to the Common Area only shall be subordinate to the lien of any first mortgage. No sale or transfer shall relieve such Lot from liability for any taxes or from the lien thereof.

Section 13. Common Area Maintenance Responsibility. Maintenance of the Common Area shall be the responsibility of the Association. The Common Areas which are not Native Growth Protection Easements shall be maintained in first class park-like condition. The construction of benches, playground equipment and the amenities commonly used in a park may be permitted after approval by the Architectural Control Committee. Trees, shrubbery, plants, soil and natural growth shall not be unnecessarily disturbed.

Section 14. Native Growth Protection Easements Maintenance. The Association shall be responsible for maintaining all aspects of the Common Area of the Native Growth Protection Easements as required by state, federal and/or local governmental agencies or authorities, or as required in the plat of the Subdivision. The Native Growth Protection Easements not within Common Area located within individual Lots place certain restrictions on the Owners of said Lots. The restrictions are set forth on the plat of the Subdivision, and include the obligation to leave trees and other vegetation within the Easement undisturbed unless written permission is obtained from the City of Newcastle or King County.

## ARTICLE V.

### Acceptance of Covenants

In consideration of the acceptance hereof by the several purchasers and grantees of deeds to the Lots in said Subdivision, their heirs, devisees, personal representatives, successors, and assigns, and all persons or concerns claiming by, through or under such grantees, they declare to and agree with each and every person who shall be or who shall become an Owner of any of said Lots, that said Lots shall be and hereby are bound by the covenants set forth herein, and that the Lots included in said Subdivision shall be held and enjoyed subject to and with the benefit and advantage of the protective covenants, restrictions, limitations, conditions and agreements hereinafter set forth.

Section 1. Ownership, Occupancy and Use. No Lot or any part thereof in said Subdivision shall be used or occupied for any purpose other than as a single family residence. The conduct or carrying on of any manufacturing, trade, business, commerce, industry, profession, or other occupation whatsoever, upon any such Lot or any part thereof, or in any building or other structure thereon erected, shall constitute a breach of this restriction.

Section 2. Residential Site. No portion of any Lot in the Subdivision shall be owned, used or occupied except as a part of a single residential site. A residential site shall consist of:

- (a) one or more full Lots;
- (b) one or more full Lots and portions of a contiguous Lot or Lots; or
- (c) contiguous parts of Lots which shall form one plot of land suitable for use as a site for a residence, provided that each residential site shall extend from the fronting street to the existing rear property line of the component Lots and shall have front and rear dimensions, neither of which are less than those of the smallest component Lot shown on the plat of the Subdivision as of the date of this Declaration. A component Lot shall be deemed to be a Lot any portion of which is included in such residential site.

Section 3. No Subdivision. No Lot or contiguous group of Lots shall ever be divided, resubdivided, or replatted in any manner.

Section 4. Architectural Control. For the purpose of further insuring the development of the lands in this Subdivision as a residential area of high standards, the Association reserves the right to control the buildings and structures placed on each residential site. The Owner or occupant of each site, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, fence, lamp post, swimming pool, or other structure shall be placed upon said premises unless and until the plans, specifications and plot plan have been approved in writing by the Association or its nominee.

The Association shall designate an Architectural Control Committee to perform the duties specified in this Section. The Architectural Control Committee shall have three (3) members who each serve three (3) year terms. The Association Board of Directors shall appoint all members of the Architectural Control Committee.

Application for approval of plans to the Architectural Control Committee may be required to be accompanied by a fee established by the Architectural Control Committee. The application fee shall not exceed two hundred dollars (\$200.00). Each such building, wall, fence, swimming pool, sign or other structure shall be placed on the premises only in accordance with the plans and specifications and plat so approved in writing. Refusal or approval of plans and specifications may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Architectural Control Committee shall deem sufficient. No alteration of the exterior appearance (including without limitation, the color of any buildings or structures) shall be made without like written approval. All buildings and other structures must be designed by an architect, who is either registered to practice in the State of Washington, or is a designer approved in writing by the Architectural Control Committee.

In connection with said approval, complete plans and specifications of all proposed buildings, structures (including all concrete and masonry walls), and exterior alterations, together with detailed plans showing the proposed location of the same on the particular building site, shall be submitted to the Architectural Control Committee, before construction or alteration is started, and such construction or alteration shall not be started until written approval thereof is given by the Architectural Control Committee.

All plans and specifications for such approval must be submitted at least ten (10) days prior to the proposed construction starting date. The maximum height of any residence shall be established by the Association as a part of the plan approval and shall be given in writing, together with the approval. For ridge height restrictions, refer to "Exhibit A" attached hereto by this reference and incorporated herein. A set of approved plans must be on the job site at all times. At the time of 100% framing, no further construction shall occur until the builder has obtained written confirmation from the Architectural Control Committee that the structure complies with all height restrictions. The Architectural Control Committee may, at its sole option, require verification by a licensed architect, engineer or surveyor that the structure complies with the height restrictions.

As to all improvements, construction and alterations within the property, the Architectural Control Committee shall have the right to refuse to approve any design, plan or color for such improvements, construction or alterations, which is not suitable or desirable in the opinion of the Architectural Control Committee for any reason, aesthetic or otherwise, and in so passing upon such design, the Architectural Control Committee 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 to the site upon which it is proposed to erect the same, the harmony thereof with the surrounding Lots and improvements, and the effect or impairment that said structures will have on the view of surrounding building sites, and any and all facts, which, in the opinion of the Architectural Control Committee shall affect the desirability or suitability of such proposed structure, improvements or alterations.

Should the Architectural Control Committee fail to approve or disapprove the plans and specifications submitted by an Owner of a residential site within the Subdivision within thirty (30) days after written request therefore, then such approval shall not be required; provided, however, that regardless of such approval or lack of it, no building, wall, fence, sign, swimming pool or other structure shall be erected or be allowed to remain on any residential site which violates any of the covenants or restrictions contained in the Declaration.

Section 5. Minimum Size Requirements. No building shall be allowed on any residential site in the Subdivision except one single-family dwelling house, all for the use and occupancy of one immediate family and attendant bona fide domestic servants only. All garages, carports, storage areas, tool cabins, garden houses, etc., must be attached to said dwelling house and be constructed so as to constitute one building. Any auxiliary building must be so designed and constructed as to be compatible in appearance with the main building. Said dwelling house shall have a fully enclosed living area of not less than one thousand nine hundred fifty (1,950) square feet. In computing such minimum area, any garage, carport or auxiliary buildings shall not be included. No such auxiliary building shall have a ground coverage in excess of one thousand (1,000) square feet. No such dwelling house shall exceed two (2) stories (excluding basement) or be more than thirty (30) feet in height, without prior written approval of the Architectural Control Committee, nor shall any such auxiliary building or authorized structure be more than fourteen (14) feet in height. Height of buildings shall be measured from the highest point at which the natural contour of the ground comes in contact with such building or structure. The above requirements do not supersede any governmental requirements that are more restrictive. Ridge height and hedge height restrictions are also established in separate recorded covenants impressed upon the Subdivision, said covenants being recorded with the King County Auditor under recording No. 8712150386 and subsequently rerecorded immediately preceding this Declaration.

Section 6. Construction. All construction of properly authorized improvements on any residential site which shall have been commenced, shall be diligently pursued to completion thereof in a manner and at a rate reasonably consistent with building standards prevailing in the City of Newcastle area relating to high quality construction of a similar type, and in no event shall the period of construction of any improvement exceed nine (9) months from the date of commencement of construction to completion as to external appearance, including finished painting. No structure or vehicle, other than a completed permanent dwelling house as contemplated by these restrictions and limitations shall be used on any Lot at any time as a residence, either permanently or temporarily. No auxiliary building shall be deemed completed as long as the dwelling house itself is incomplete. Unless otherwise specifically authorized in writing by the Architectural Control Committee upon a showing of good cause, no building shall be erected upon any residential site so that any part thereof, including eaves and overhangs, shall violate any governmental regulations or otherwise be:

- (a) closer than twenty (20) feet to the boundary line of said premises which extends along a platted street in the Subdivision;
- (b) closer than twenty five (25) feet to the rear boundary line of said premises, unless approved by the Architectural Control Committee, or;
- (c) closer than five (5) feet to any other boundary line of said premises.

Section 7. Plantings and Fences. No hedge over six (6) feet in height, nor any open type fence over four and one-half (4-1/2) feet in height, nor any solid fence, wall or other structure over three (3) feet in height, shall be constructed, erected, placed, planted, set out, maintained or permitted on any residential site within twenty five (25) feet of any boundary line thereof which extends along a platted street of the Subdivision. Where any such residential site has curved property lines, setback distances shall be taken at right angles with tangents to the curves; all other setback distances shall be measured at right angles to the property line involved. Except as limited and restricted by the provisions of the foregoing, and subject to the provisions of the paragraph listed above, terraces, planting, swimming pools, and similar low, unroofed and unscreened construction may be erected outside the setback lines, providing that no swimming pool shall be constructed within ten (10) feet of the side boundary of such residential site, and provided further, that no such construction or buildings shall interfere with the exposure or view or reasonable privacy or enjoyment of adjoining or facing properties within the Subdivision. Whether or not construction or plantings of this type will interfere with the exposure or view or reasonable privacy or enjoyment of adjoining facing properties shall be determined solely by Association, or its nominee, in their uncontrolled discretion. Trees, shrubbery and other plantings, not constituting a hedge or other solid screen shall be exempt from the height restrictions imposed by this paragraph, if the location thereof is approved in writing by the Architectural Control Committee. The Association may impose such conditions upon the granting of such approval as required.

Maintenance and repair of fences is the full responsibility of each individual Lot Owner subject to the conditions and requirements defined in this Declaration.

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, this provision may be extended for a reasonable length of time upon written approval by the Association, or its nominee.

Notwithstanding any provision herein, the restrictions and conditions set forth in recorded covenants between Lake Washington Ridge, Inc., and Brown, Cooper and Lloyd, filed under King County Recording Number 8712150386, specifically including Exhibits "D" and "E" thereto, both of said covenants (relating to height restrictions and a covenant not to object or interfere with subdivision efforts of adjoining Land) subsequently rerecorded immediately preceding this Declaration shall remain in full force and effect and binding upon the Owners of Lots within the Subdivision.

Section 8. Antennas. No television antennas (including satellite communication dishes, or such similar devices), radio aeriels, ham radio broadcast or receiving apparatus, shall be erected, maintained or placed on any residential site without the approval of the Architectural Control Committee. Rotary beams or other similar devices shall not be constructed on any residential site.

Section 9. Changing Lot Contours. The surface grade or elevation of the various Lots and other residential sites in the Subdivision shall not be substantially altered or changed in any manner which would effect the relationship of such Lot or other residential sites adjoining, or which would result in materially obstructing the view from any other Lot or residential site in the Subdivision, or which would otherwise produce an effect out of harmony with the general development of the immediate area in which said Lot or other residential site is located. Whether or not such alteration or change in the elevation or grade of any Lot or other residential site would be prohibited shall be determined by the Association in its sole and uncontrolled discretion. The Association hereby reserves the right to designate the Architectural Control Committee, or other nominee, to act for the Association in the making of such determination.

Section 10. Maintenance by Owners. The Owners of Lots or other residential sites in said Subdivision shall be responsible for the maintenance of the landscaping located on their property and the parkways or space, if any, located between their Lot lines and the surfaced portions of the streets upon which said Lots or residential sites face. All such Owners shall likewise maintain their hedges, plants, shrubbery, trees, and lawns in the neat and trim condition at all times, including the removal of weeds. Each Lot Owner agrees to promptly landscape all portions of the Lot facing any street.

Section 11. Garage Disposal. The Owners of the residential sites in said Subdivision shall be responsible to assure that no garbage can or other receptacles will be visible from any place outside the premises except on a temporary basis for collection.

Section 12. Clothesline. No Owner or occupant of any residential site shall place or permit clotheslines thereon which are visible from any place outside the premises.

Section 13. Roofing Materials and Siding. All new construction and replacement roofs shall be of a synthetic fireproof product that looks like cedar shakes or cedar shingles, or tile of the same coloration as cedar shakes or cedar shingles. This does not restrict repairs or additions to existing cedar roofs, nor does it require replacing existing roofs in good repair. Color samples for replacement roof materials shall be submitted to the Architectural Control Committee for approval. Replacement of less than 40% of an existing roof is considered a repair. Homes and improvements shall not be constructed with aluminum siding. Cedar siding is preferred, however, the Architectural Control Committee may approve brick or stucco finishes on a case-by-case basis.

Section 14. Utilities. All utilities, on and in public dedicated areas, private property, or on and in the Common Areas, including water, sewer, natural gas, storm sewer, and power shall be installed underground in compliance with all Governmental regulations for the installation and maintenance of the same. No lines or wires for the transmission of current or for telephone use shall be constructed, placed, or permitted to be placed upon any residential site outside the buildings thereof unless the same shall be underground or in the conduit attached to a building.

Section 15. Nuisance. Nothing shall be done or maintained on any Lot or other residential site which may be or become an annoyance or nuisance to the neighborhood., No livestock, animals, poultry or fowl shall be kept on any Lot or other residential site other than animals or birds of the type and species generally recognized as common household pets in the Greater Seattle area, such as dogs, cats, canaries and parakeets which are kept on said property solely as household pets, provided that no such household pet which is or becomes an annoyance or nuisance to the neighborhood shall thereafter be kept on any Lot or residential site.

Section 16. Trash. No trash, refuse pile, vehicles, underbrush, compost pile, or other unsightly growth or objects shall be allowed to group, accumulate or remain on any Lot so as to be a detriment or unreasonable annoyance to the Subdivision or become a fire hazard. In the event any such condition shall exist upon any Lot, the Association, or its nominee, may enter upon said Lot and remove the same at the expense of the Owner who, on demand, shall reimburse the Association, or its nominee, for the cost thereof, and such entry and removal shall not be deemed a trespass. .

Section 17. Non-permitted Parking. The parkways in front of the Lots shall not be used for the parking of private or commercial vehicles. No boats, boat trailers, house trailers, automobiles, trucks, campers, motor homes, or other vehicles, or any part thereof, not in actual current use shall be stored or permitted to remain on any residential site or Lot unless the same is stored or placed in a garage or other fully enclosed space.

Section 18. Signs. No signs of any kind shall be placed on any Lot or residential site in the Subdivision where the same is visible from outside of the premises, except in accordance with such rules and regulations as may from time to time be adopted by the Architectural Control Committee. In the absence of such rules and regulations, no signs whatsoever other than conventional house numbers indicating the address of the premises shall be placed on any Lot or residential site. "For Sale" or "For Rent" signs, the maximum size of which shall be two feet by three-feet, shall be approved by the Architectural Control Committee. During the construction and marketing period, all signage on Lots and homes shall be uniform in the dimension and general character regardless of the builder or realtor involved in marketing the Lot or home. Uniformity standards may be adopted by the Architectural Control Committee.

Section 19. Mailboxes. No mailboxes shall be installed on any residential site other than mailboxes actually installed on or attached to a dwelling house, except of a type and in a location approved by the Association, or its nominee. All mailbox types and locations so specified shall be such as to meet all requirements of the Post Office Department.

Section 20. Assessments for Common Area Lighting, Water and Utilities. The Association reserves the right to impose assessments upon each residential site in the Subdivision to provide necessary funds to pay the cost for Common Area lighting, water and utilities in the Subdivision and the reasonable maintenance of such facilities. The proceeds of such assessments shall be used only for the purposes herein provided and may be prorated, assessed and collected in the same manner as set forth hereinabove with respect to any other assessments provided herein, and shall constitute a lien on the respective Lots and plats and an obligation of the Owner thereof, as herein provided.

Section 21. Deviation. The Association hereby reserves the right to enter into agreement with the grantee of any Lot or Lots (without the consent of the grantees of other Lots or adjoining or adjacent property) to deviate from the conditions, restrictions, limitations or agreements contained in this Declaration in certain particulars in a specific case, and any deviation, which shall be manifested in an agreement in writing, shall not constitute a waiver of any such condition, restriction, limitation, or agreement as to the remaining Lots in the Subdivision and the same shall remain fully enforceable as to all other Lots located in the Subdivision.

Section 22. Easements. Easements for installation and maintenance of utilities, sewage and drainage are hereby reserved on each Lot as shown on the final approved Plats of Lake Washington Ridge Division I and Division II.

Section 23. Playground Equipment. No playground equipment shall be placed on the front of a Lot visible from the street. Basketball stanchions are not considered playground equipment and are allowed.

## **ARTICLE VI.** **General Provisions**

Section 1. Covenants to Run with Land. The foregoing covenants, restrictions, limitations, conditions and agreements shall constitute a servitude upon all Lots in the Subdivision conveyed by the Association, its successors or assigns, to any grantee, and shall run with the land and be binding upon all such grantees and all persons claiming by, through or under them. The acceptance of any such conveyance by any such grantee shall constitute an agreement on the part of any such grantee, for himself, his heirs, devisees, personal representatives, and assigns to all such covenants, restrictions, limitations, conditions and agreements. Said covenants, restrictions, limitations, conditions and agreements shall remain in full force and effect until January 1, 2000 at which time they shall automatically extend for successive periods of ten (10) years each, unless by written agreement of the then Owners of a majority of the Lots in the Subdivision it is agreed to terminate or change them in whole or in part, provided, however, that in the event, as contemplated herein, similar covenants, restrictions, limitations, conditions and agreements are theretofore made with respect to adjoining lands (hereinafter referred to as additional Subdivisions), the covenants, restrictions, limitations, conditions and agreements hereby imposed may only be terminated or changed in conjunction with the corresponding covenants, restrictions, limitations, conditions and agreements applicable to such additional Subdivisions, and in such case, the agreement of the then Owners of a majority of the Lots in this Subdivision plus the majority of the Lots in each such additional Subdivision shall be required to effect such termination or change. Any such termination or change so agreed to shall be come effective upon the recording of such agreement, duly signed and acknowledged by the necessary parties, as above provided, in the offices of the Auditor of King County, State of Washington.

Section 2. Breach of Covenants. In the event of the violation or breach or attempted violation or breach of any of these covenants, restrictions, limitations, conditions, or agreements by any person or concern claiming by, through or under the Association, or by virtue of any judicial proceedings, the Association or the Owner of any Lot or residential site in the Subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent such violation or breach. In addition to the foregoing right, the Association, or its nominee, shall have the right, whenever there shall have been built on any Lot in the Subdivision any structure which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the Owner, who, on demand, shall reimburse the Association, or its nominee, for the cost thereof; and such entry and abatement or removal shall not be deemed a trespass.

Section 3. Failure to Enforce. The failure to enforce any right, reservation, covenant, restriction, limitation, condition or agreement herein contained, however long continued, shall not be deemed a waiver of the right to do so thereafter, either as to the breach or violation involved or as to any similar breach or violation occurring prior or subsequent thereto, and no such failure shall bar or affect the enforcement of any such right, reservation, covenant, restriction, limitation, condition or agreement as to any such breach or violation thereof. The invalidation by any Court of any reservation, covenant, restriction, limitation, condition or agreement herein contained shall in no way affect any of the other provisions hereof and the same shall remain in full force and effect.

Section 4. Notice of Breach of Covenant or Regulations. Once the Association is satisfied that a breach of covenant or regulations adopted hereto exists and cannot be resolved informally, the violator will receive a written notice of violation from the Association with an opportunity to cure the violation within a thirty (30) day period which begins upon receipt of said notice by the violator. If the violator fails to remedy the violation within the thirty (30) day period, the Association, or its nominee, may levy fines as provided by this Declaration in addition to any other remedies provided herein. Any such fines shall be considered as special assessments for purpose of enforcement and collection by the Association.

Section 5. Fine Amounts. For all covenant violations, fine amounts shall be determined by the Association Board of Directors, but not to exceed \$20 per day. A schedule of fine amounts for specific violations shall be kept by the Association Board of Directors and made available to Association members.

Section 6. Right to Appeal Fines. Any violator subject to a fine may appeal to the Association Board of Directors, in writing or by person, to request mitigation or excuse of the fine. The Association Board of Directors shall take any action on the appeal as it finds appropriate.

Section 7. Right to Assign by Association. The Association may assign any and all of its rights, powers, obligations, privileges, and interest under this instrument to any other person or concern, and in any such case any such successor or assignee may exercise and enjoy such rights, powers, privileges and interest and shall be responsible for such obligations to the same extent as the Association would have been had such assignment not been made which include without limitation, recovery of damages, injunctive relief, imposition of lien, foreclosure of lien, or any combination thereof.

Section 8. Annexation. Additional real property may become subject to this Declaration in the following manners:

- (a) Additions by Association. The Association, its successors and assigns, shall have the right, but shall not be obligated, to include additional real property of Association's selection, located outside the Property as a part of the Properties subject to and restricted by this Declaration. The additions of other real property authorized by this subsection shall be made by incorporating the provisions of this Declaration by reference on the face of any such final plat map of such other real property. In addition, may file for record a supplementary declaration of covenants, conditions and restrictions containing such complementary additions and modifications of the covenants contained in this Declaration as may be necessary to reflect the different character, if any, of the additional properties. In no event, however, shall such supplementary declaration revoke, modify or add to the covenants established by this Declaration with respect to the existing property.

- (b) Additions by others: Upon approval in writing of the Association, the Owner of other real property who desires to subject such other real property to the provisions of this Declaration and to subject it to the jurisdiction of the Association, may file for record a supplementary declaration of covenants, conditions, and restrictions, which by its terms, expressly extends the covenants contained in this Declaration to such other real property.

All such additional properties shall be governed by this Declaration, as amended from time to time. The easements for drainage and utilities shall exist in favor of all Owners in each and all additional properties.

IN WITNESS WHEREOF, the undersigned Association herein has hereunto set its hand and seal the 14 day of NOVEMBER, 2009.

LAKE WASHINGTON RIDGE, INC.

By [Signature]  
Leighton Lien  
President

By [Signature]  
Vince Wallace  
Vice-President

By [Signature]  
Jason Nap  
Secretary-Treasurer

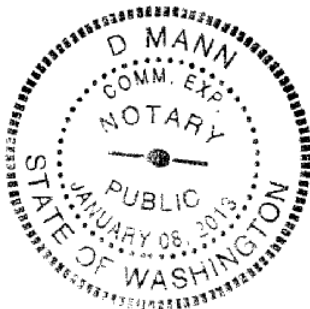
STATE OF WASHINGTON )  
                                  ) ss.  
COUNTY OF KING        )

On this 14 day of NOVEMBER, 2009, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared LEIGHTON LIEN, VINCE WALLACE and JASON NAP, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they are President, Vice-President and Secretary respectively of the LAKE WASHINGTON RIDGE HOMEOWNERS ASSOCIATION, and are authorized for and on behalf of said corporation, and did so execute the above and foregoing Declaration of Covenants, Conditions and Restrictions of Lake Washington Ridge Homeowners Association as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

In witness whereof, I hereunto set my hand and affixed my official seal the day and year first above written.

(SEAL)

[Signature]  
D. MANN  
NOTARY PUBLIC, in and for the State of  
Washington, residing at: KING CITY  
My commission expires: 11/8/2013



**EXHIBIT A**  
**MAXIMUM RIDGE HEIGHTS**

<b><u>Lot No.</u></b>	<b><u>Maximum Height</u></b>	<b><u>Measured From</u></b>	<b><u>Measured At</u></b>
1	30'	Top of Curb	Center of Lot
2	30'	Top of Curb	Center of Lot
3	30'	Top of Curb	Center of Lot
4	30'	Top of Curb	Center of Lot
5	30'	Top of Curb	Center of Lot
6	30'	Top of Curb	Center of Lot
7	30'	Top of Curb	Center of Lot
8	30'	Top of Curb	Center of Lot
9	30'	Measured from top of curb; measured at center of the Lot but not to exceed 15 higher than the northernmost corner of the Cooper Property	
10	30'	Measured from top of curb; measured at center of the Lot but not to exceed 15 higher than the northernmost corner of the Cooper Property	
11	30'	Measured from top of curb; measured at center of the Lot but not to exceed 15 higher than the northernmost corner of the Cooper Property	
12	30'	Measured from top of curb on SE 75 <sup>th</sup> Place; measured at center of the Lot on SE 75 <sup>th</sup> Place but not to exceed 15 higher than the northernmost corner of the Cooper Property	
13	30'	Top of Curb on SE 75 <sup>th</sup> Place	Center of Lot of SE 75 <sup>th</sup> Place
14	30'	Top of Curb	Center of Lot
15	30'	Top of Curb	Center of Lot
16	30'	Top of Curb	Center of Lot
17	30'	Top of Curb	Center of Lot
18	30'	Top of Curb	Center of Lot

<u>Lot No.</u>	<u>Maximum Height</u>	<u>Measured From</u>	<u>Measured At</u>
19	30'	Top of Curb on 120 <sup>th</sup> Place SE	Center of Lot of 120 <sup>th</sup> Place SE
20	30'	Top of Curb on 120 <sup>th</sup> Place SE	Center of Lot of 120 <sup>th</sup> Place SE
21	30'	Top of Curb	Center of Lot
22	30'	Measured from top of curb; measured at center of the Lot but not to exceed 15' higher than the southernmost corner of the Cooper Property	
23	30'	Top of Curb	Center of Lot
24	30'	Top of Curb	Center of Lot
25	30'	Top of Curb	Center of Lot
26	30'	Top of Curb	Center of Lot
27	30'	Top of Curb	Center of Lot
28	30'	Top of Curb	Center of Lot
29	30'	Top of Curb	Center of Lot
30	30'	Top of Curb	Center of Lot
31	30'	Top of Curb	Center of Lot
32	30'	Top of Curb	Center of Lot
33	30'	Top of Curb	Center of Lot
34	30'	Top of Curb	Center of Lot
35	30'	Top of Curb	Center of Lot
36	30'	Top of Curb	Center of Lot
37	30'	Top of Curb	Center of Lot
38	30'	Top of Curb	Center of Lot
39	30'	Top of Curb	Center of Lot
40	30'	Top of Curb	Center of Lot
41	30'	Top of Curb	Center of Lot

<u>Lot No.</u>	<u>Maximum Height</u>	<u>Measured From</u>	<u>Measured At</u>
42	30'	Top of Curb	Center of Lot
43	30'	Top of Curb	Center of Lot
44	30'	Top of Curb	Center of Lot
45	30'	Top of Curb	Center of Lot
46	30'	Top of Curb	Center of Lot
47	30'	Top of Curb	Center of Lot
48	30'	Top of Curb	Center of Lot
49	30'	Top of Curb	Center of Lot
50	30'	Top of Curb	Center of Lot
51	30'	Top of Curb	Center of Lot
52	30'	Top of Curb	Center of Lot
53	30'	Top of Curb	Center of Lot
54	30'	Top of Curb	Center of Lot
55	30'	Top of Curb	Center of Lot
56	30'	Top of Curb	Center of Lot
57	30'	Top of Curb	Center of Lot
58	30'	Top of Curb	Center of Lot
59	30'	Top of Curb	Center of Lot
60	30'	Top of Curb	Center of Lot
61	30'	Top of Curb	Center of Lot
62	30'	Top of Curb	Center of Lot
63	30'	Top of Curb	Center of Lot
64	30'	Top of Curb	Center of Lot
65	30'	Top of Curb	Center of Lot
66	30'	Top of Curb	Center of Lot
67	30'	Top of Curb	Center of Lot