

**DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR
WOODBIDGE**

THIS DECLARATION is made on this 29 day of January, 2002, by CONNER HOMES COMPANY, a Washington Corporation, referred to herein as “Participating Builder” and AGGREGATED ASSETS LLC, a Washington Limited Liability Company, and LAKESIDE INDUSTRIES, a Washington Joint Venture, collectively referred to herein as “Declarant”, which are the owners of a portion of certain real property now known as “Woodbridge”, situated in the City of Redmond, King County, Washington, and subject to the approved Master Planned Residential Development and plat of Woodbridge contained therein recorded at Volume 201, pages 075 to 086 under King County Recording Number 20010905000703, hereafter referred to and defined and more particularly described on Exhibit A, which is attached hereto and incorporated herein by this reference.

The Declarant desires to create permanent open space areas and other common facilities for the benefit of the residents of Woodbridge, and to provide for the maintenance of open spaces, common areas, and other common facilities, hereafter defined and referred to as “Common Areas,” through a non-profit corporation known as the Woodbridge Homeowners’ Organization.

Woodbridge Homeowners Organization (hereafter referred to as “Organization”) shall be delegated and assigned the duties and powers of owning, maintaining, and administering the Common Areas and related facilities, administering and enforcing covenants, conditions and restrictions, and collecting and disbursing the assessments and charges hereinafter created.

This Declaration contemplates a plan for the phased development of Woodbridge in order that the Woodbridge community may grow in an orderly fashion under a rational scheme of development. This Declaration further establishes the right and power of the Organization to levy general and special assessments on each Owner, as hereafter referred to and defined, in order to finance the construction and maintenance of improvements to the Common Areas and facilities, and in order to effectuate all the powers and duties of the Organization, as described herein, and further establishes the right of the Organization to promulgate rules and regulations which may further define and limit permissible uses and activities consistent with the provisions of this Declaration.

NOW, THEREFORE, the undersigned hereby covenants, agrees, and declares that all of Woodbridge as defined herein and the buildings and structures hereafter constructed thereon are, and will be, held, sold, and conveyed subject to and burdened by the following covenants,

conditions, and restrictions, for the purpose of enhancing and protecting the value, desirability, and attractiveness of Woodbridge for the benefit of the Owners thereof, their heirs, successors, grantees, and assigns. All provisions of this Declaration shall be binding upon all parties having or acquiring any right, title, or interest in Woodbridge or any part thereof, and shall inure to the benefit of the Owners thereof and to the benefit of the Organization and are intended to be and shall in all respects be regarded as covenants running with the land.

ARTICLE 1

Definitions

Section 1.1 . Board. “Board” shall mean and refer to the board of directors of the Organization.

Section 1.2 . Common Areas. “Common Areas” shall mean and refer to all real property that is owned by the Organization, all real property within Woodbridge dedicated to the City of Redmond and required by the Master Plan to be improved, constructed, or maintained by the Organization, or that is designated by Declarant for future ownership by the Organization on a final plat or other recorded document creating a Phase, including certain open space areas and improvements thereon.

Section 1.3. Committee. “Committee” is defined as the Architectural Control Committee as provided in Article 6.

Section 1.4. Condominium Unit. “Condominium Unit” shall mean and refer to any Living Unit created in a declaration filed pursuant to the Horizontal Property Regimes Act, RCW ch. 64.32, or any successor statute, including without limitation such units located in duplexes, fourplexes, and other multi-dwelling-unit buildings, and any building composed of such units if the context shall require.

Section 1.5. Declarant. “Declarant” shall mean and refer to Conner Homes Company, Aggregated Assets LLC, and Lakeside Industries, and their successors and assigns, if such successors and assigns should acquire all or substantially all of the then undeveloped parcels of Woodbridge from Declarant for the purpose of development; provided, however, that no successor or assign of Declarant shall have any rights or obligations which are not specifically set forth in the instrument of succession or assignment or other recorded instrument of passed by operation of law; and provided further, that a Participating Builder shall not be considered a Declarant unless specifically identified as such in an instrument of succession or assignment. Certain rights and obligations of Declarant, as set forth herein, shall cease at the end of the Development Period.

Section 1.6. Declaration. “Declaration” shall mean and refer to this instrument, as the same may be supplemented or amended from time to time.

Section 1.7. Development Period. “Development Period” shall mean and refer to that period of time beginning on the date of initial recording of this Declaration and ending whenever any of the following first occurs: (i) 30 years from the date hereof; or (ii) 4 months after title has been transferred to purchasers of Living Units representing ninety-five (95%) of the total voting power of all Owners as then constituted; or (iii) written notice from Declarant to the Organization in which Declarant elects to terminate the Development Period. The “Development Period” may be extended for a period of 5 years or longer at the sole option of Declarant.

Section 1.8. Governing Documents. “Governing Documents” shall mean and refer to this Declaration, any Supplementary Declarations subsequently filed, and the Articles of Incorporation and By-Laws of the Organization, as any of the foregoing may be amended from time to time.

Section 1.9. Living Unit. “Living Unit” shall mean and refer to a building or structure or any portion thereof situated in Woodbridge that is designed and intended for use and occupancy as a residence by a Single Family, including attached houses, detached houses, or Condominium Units, and the appurtenant landscaping, fences, garages, or driveways occupying any Lot on which a Living Unit is situated.

Section 1.10. Lot. “Lot” shall mean and refer to Lots 1 through 50 as shown on the plat of Woodbridge, King County Recording Certificate No. 20010905000703, as of the date of this Declaration, as well as any future lots created through subdivision, short subdivision, site plan approval, or any other legal process for dividing land on or concerning Tracts A-A, A-B, B-A and C of Woodbridge. The word “Lot” as used herein excludes any parcel designated as a Tract on the recorded plat of Woodbridge, unless and until that Tract is later legally divided into lots through subdivision, short subdivision, site plan approval, or any other legal process for dividing land. .

Section 1.11. Master Plan. “Master Plan” shall mean and refer to the total general scheme of intended uses, restrictions, and conditions of the Woodbridge set forth in the Master Planned Residential Development and plat of Woodbridge contained therein recorded at Volume 201, pages 075 to 086 under King County Recording Number 20010905000703, approved and subject to the conditions and recommendation of the City of Redmond Hearing Examiner’s Report to the City Council dated September 8, 1999, City of Redmond File #PPL 97-002/MPRD96-001 as modified by Minor Modification of Preliminary Plat Approval dated August 23, 2000, and June 27, 2001. If the Master Plan shall be amended, this definition shall refer to the most current version thereof.

Section 1.12. Mortgage. “Mortgage” shall mean and refer to any recorded mortgage or deed of trust encumbering one or more of the Lots or Living Units. “First Mortgage” shall mean and refer to a Mortgage with priority over other Mortgages. “Mortgagee” shall mean and refer to the holder or beneficiary of any Mortgage and shall not be limited to Institutional Mortgagees. As used herein, the term “Institutional Mortgagees” or “Institutional Holder” shall include banks, trust companies, insurance companies, mortgage companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, Federal National Mortgage Association (“FNMA”), Federal Home Loan Mortgage Corporation

(“FHLMC”), all corporations, and any agency or department of the United States Government or of any state or municipal government.

Section 1.13. Native Growth Protection Area. “Native Growth Protection Area” shall mean and refer to an area in a Lot, Tract or Common Area so designated on a final plat, short plat, binding site plan, or other analogous recorded plan or map, in which the removal of trees and significant natural ground cover, as well as the conduct of other activities, is restricted. .

Section 1.14. Organization. “Organization” shall mean and refer to the Woodbridge Homeowners Organization, a Washington non-profit corporation, its successors and assigns.

Section 1.15. Organization Action. “Organization Action” shall mean and refer to a written corporate action of the Organization in the form of either a by-law or resolution duly passed by either the Board or the Owners.

Section 1.16. Owner. “Owner” shall mean and refer to the record owner (whether one or more persons or entities) of a fee interest in any Lot or Condominium Unit but excluding mortgagees or other persons or entities having such interest merely as security for the performance of an obligation. Purchasers or assignees under recorded real estate contracts shall be deemed Owners and their respective sellers or assignors shall not be deemed Owners.

Section 1.17. Participating Builder. “Participating Builder” shall mean and refer to a person or entity who is licensed and operating, as his or its primary business, as a general contractor and/or residential home developer, and who acquires a vacant Lot or Lots in Woodbridge for the purpose of constructing a Living Unit for resale to Owners or lease to tenants. A Participating Builder is also considered an “Owner” and enjoys the rights thereof for any Lots which it has purchased from the Declarant prior to reselling the lot and Living Unit built thereon to a final Owner.

Section 1.18. Phase. “Phase” shall mean and refer to any portion of Woodbridge that is segregated by Declarant’s filing for recording of a final plat, short plat, binding site plan, condominium declaration, or other analogous recorded plan, map, or document, that creates Lots, Living Units, or Common Areas.

Section 1.19. Single Family. “Single Family” shall mean and refer to a single housekeeping unit that includes not more than 4 adults who are legally unrelated.

Section 1.20. Supplementary Declaration. “Supplementary Declaration” shall mean and refer to any recorded declaration of covenants, conditions, and restrictions which extends the provisions of this Declaration to a Phase or which contains such complementary provisions for a Phase as are deemed appropriate by Declarant.

Section 1.21. Tract. “Tract” shall mean and refer to those portions of Woodbridge depicted as such on the plat of Woodbridge, King County Recording Certificate No. 20010905000703.

Section 1.22. Voting Right. “Voting Right” shall mean and refer to the right of participation held by an Owner in the Organization. Every Owner shall have one vote in the Organization for each Lot or Condominium Unit owned.

Section 1.23. Woodbridge. “Woodbridge” shall mean and refer to that certain real property legally described on Exhibit A attached hereto, including the following Lots and Tracts as depicted on the plat of Woodbridge, King County Recording No. 20010905000703, as of the date of this Declaration: Lots 1 through 50, Tracts A-A, A-B, B-A, and C (said Tracts being reserved for future development); and Tracts A-C, A-D, A-E, A-F, A-G, A-H, A-I, A-J, E-B, G, and J (said tracts being restricted and reserved for Common Areas); and Tract H (an interim Common Area reserved for purchase by a governmental agency for a future public park). Specifically excluded from the definition of Woodbridge are the following Tracts and any improvements therein: Tracts D-A and D-B.

ARTICLE 2

WOODBIDGE HOMEOWNERS ORGANIZATION

Section 2.1. Description of Organization. The Organization is a non-profit corporation organized and existing under the laws of the State of Washington charged with the duties and vested with the powers prescribed by law and set forth in the Governing Documents, as they may be amended from time to time; provided, however, that no Governing Document other than this Declaration shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

Section 2.2. Organization Board of Directors. Declarant shall within 90 days of this Declaration, select an initial Board of Directors of not fewer than 3 persons, who need not be Owners. The initial Board shall have the full authority and all rights, responsibilities, privileges, and duties to manage the Organization under the Governing Documents and shall be subject to all provisions of the Governing Documents. The term of the initial directors of the Board shall expire at the first annual meeting of the Organization following their appointment by Declarant. The Board shall elect officers of the Organization from among the Board members, which shall include a president who shall preside over meetings of the Board and meetings of the Organization.

Section 2.3. Organization Membership. Every person or entity who is an Owner shall by reason thereof be a member of the Organization. Such membership shall be appurtenant to and held and owned in the same manner as the beneficial fee interest in the Lot or Condominium Unit to which it relates. Membership shall not be separated from ownership of the Lot or Condominium Unit to which it relates; provided, however, that any Owner may delegate his rights of membership in the Organization and rights of enjoyment in the Common Areas to the members of his family and to his tenants.

Section 2.4. Votes Appurtenant to Ownership. Every Owner as defined above in Section 1.16 shall be entitled to cast one vote in the Organization for each Lot or Condominium Unit owned. A vote shall be appurtenant to and held and owned in the same manner as the beneficial

fee interest in the Lot or Condominium Unit to which it relates. A vote shall not be separated from the ownership to which it relates; provided, however, that when more than one person or entity holds the beneficial fee interest in any Lot or Condominium Unit, the vote therefore shall be cast as the Owners among themselves determine, but in no event shall more than one vote be cast with respect to any Ownership; and if the several Owners are unable to agree as to the casting of their vote such vote shall not be counted. When a single person or entity owns more than one Lot or Condominium Unit, each vote may be cast separately.

Section 2.5. Initial Number of Votes. From the commencement of the existence of the Organization, there shall be a total of 50 outstanding votes in the Organization, representing one vote for each of the 50 Lots in Woodbridge as of the date of this Declaration. During the Development Period, the Declarant shall be entitled to cast 50 votes, less one vote for each Lot then owned by an Owner other than Declarant.

Section 2.6. Adjustment to Number of Votes. When more than 50 Lots or Condominium Units are created in Woodbridge after the date of this Declaration, through subdivision, short subdivision, site plan approval, or any other legal process for dividing land, at any time during the Development Period, the number of votes in the Organization shall be readjusted at such time to reflect the increased number of Lots and Condominium Units, and Declarant shall be entitled to cast all such votes, less one vote for each Lot or Condominium Unit owned by an Owner other than Declarant. At the end of the Development Period, the number of votes in the Organization shall be equal the total of votes in Woodbridge at that time. Thereafter, Declarant shall be entitled to cast votes only for Lots or Condominium Units then owned by Declarant. If, after the end of the Development Period, additional Lots or Condominium Units are created in Woodbridge, the number of votes in the Organization shall similarly be readjusted from time to time, in order that there shall thereafter always be one vote for each Lot or Condominium Unit in Woodbridge.

Section 2.7. Owner's Compliance with Governing Documents. By acceptance of a deed to a Lot or Condominium Unit, execution of a contract therefore, or any other means of acquisition of an ownership interest, whether or not it shall be so expressed in any such deed or other instrument, the Owner thereof covenants and agrees thereby, on behalf of himself and his heirs, successors, and assigns, to observe and comply with all terms of the Governing Documents of the Organization, and all rules and regulations duly promulgated pursuant to Organization Action.

Section 2.8. Rules and Regulations. The Organization shall have the power to adopt from time to time by Organization Action and to enforce rules and regulations governing the use of Woodbridge, in addition to the use restrictions contained in this Declaration and whether or not expressly contemplated herein, provided that such rules and regulations shall not be inconsistent with this Declaration. The rules and regulations may not discriminate among Owners. The Organization may prescribe penalties for the violation of such rules and regulations, including but not limited to suspension of the right to use the Common Areas or portions thereof. Any such rules and regulations shall become effective 30 days after promulgation or amendment and shall be mailed to all Owners within 30 days after promulgation or amendment. A copy of the rules and regulations then in force shall be retained by the

secretary of the Organization and shall be available for inspection by any Owner during reasonable business hours. Such rules shall have the same force and effect as if set forth herein.

Section 2.9 . Architectural Control Committee. The Organization shall establish within 90 days of the recording of this Declaration and thereafter continuously maintain an Architectural Control Committee as provided in the By-Laws of the Organization, to review and approve or disapprove the details and written plans and specifications of all construction, including additions or exterior alterations to existing Living Units and accessory buildings and all initial construction and exterior additions or alterations of all other buildings, fences, walls, or other structures and all clearing or excavation of Lots, or cutting of trees within Woodbridge, as provided in Article. 6.

The Organization shall have the power to adopt from time to time by Organization Action and to enforce guidelines, criteria, and procedures governing the Architectural Control Committee and the Owners' compliance with the provisions of Article 6 hereof.

Section 2.10. Committees. The Board of Directors shall have the authority to create, from time to time, committees that the Board of Directors, in its sole discretion, determines would be useful for the efficient and proper administration of the duties of the Organization. The Board of Directors may delegate such functions and duties to such committees as it deems fit, provided that the Board of Directors shall retain the ultimate decision making authority on all issues affecting the Organization.

ARTICLE 3

ORGANIZATION BUDGET, ASSESSMENTS, AND LIENS

Section 3.1. Owner's Covenant to Pay Assessments. By acceptance of a deed to a Lot or to a Condominium Unit, execution of a contract therefore, or any other means of acquisition of an ownership interest, whether or not it shall be so expressed in any such deed or other instrument, the Owner thereof covenants and agrees thereby, on behalf of himself and his heirs, successors, and assigns, to pay the Organization, in advance, all general and special assessments levied as provided herein.

Section 3.2. Organization Budget. The Organization shall prepare, or cause the preparation of, an operating budget for the Organization at least annually, in accordance with generally accepted accounting principles and the procedures specified in the Bylaws. The operating budget shall set forth all sums required by the Organization, as estimated by the Organization, to meet its annual costs and expenses, including but in no way limited to all management and administration costs, operating and maintenance expenses of the Common Areas, and services furnished to or in connection with the Common Areas, including the amount of all taxes and assessments levied against, and the cost of liability and other insurance on the Common Areas, and including charges for any services furnished by or to the Organization, the cost of utilities and other services, and the cost of funding all reserves established by the

Organization, including, if appropriate, a general operating reserve and a reserve for replacements. The funds required to meet the Organization's annual expenses shall be raised from a general assessment against each Owner as provided hereafter. The Organization may revise the operating budget after its preparation at any time and from time to time, as it deems necessary or advisable in order to take into account and defray additional costs and expenses of the Organization.

Section 3.3. Levy of General Assessment. In order to meet the costs and expenses projected in its operating budget, the Organization shall by Organization Action determine and levy in advance on every Owner a general assessment. The amount of each Owner's general assessment shall be the amount of the Organization's operating budget divided among the Lots and Condominium Units pursuant to this Section; provided that, any vacant Lot(s) not yet liable for payment of assessments pursuant to Section 3.6 shall not be included in this calculation. The general assessment for Condominium Units shall be sixty percent (60%) of the general assessment for Lots. The Organization shall make reasonable efforts to determine the amount of the general assessment payable by each Owner for an assessment period at least 30 days in advance of the beginning of such period and shall at that time prepare a roster of the Owners and the general assessment allocated to each, which shall be kept in the office of the Organization and shall be open to inspection by any Owner upon reasonable notice to the Organization. Notice of the general assessments shall thereupon be sent to each Owner; provided, however, that notification to an Owner of the amount of an assessment shall not be necessary to the validity thereof. The omission by the Organization, before the expiration of any assessment period, to fix the amount of the general assessments hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article or a release of any Owner from the obligation to pay the general assessment, or any installment thereof, for that or any subsequent assessment period, but the general assessments fixed for the preceding period shall continue until a new assessment is fixed. Upon any revision by the Organization of the operating budget during the assessment period for which such budget was prepared, the Organization shall, if necessary, revise the general assessments levied against the Owners and give notice of the same in the same manner as the initial levy of general assessments for an assessment period.

Section 3.4. Payment of General Assessment. Upon Organization action, installments of general assessments may be collected on a monthly, quarterly, semi-annual, or annual basis. Any Owner may prepay one or more installments on any assessment levied by the Organization without premium or penalty.

Section 3.5. Non-Discriminatory Assessment. No assessment shall be made at any time which may unreasonably discriminate against any particular Owner or group of Owners in favor of other Owners, except as provided in Section 3.3 related to the difference between Lots and Condominium Units.

Section 3.6. Commencement of Assessments; Limited Exemptions for Vacant Lots. Liability of an Owner for assessments shall commence on the first day of the calendar month following the date upon which any instrument of transfer to such Owner becomes operative (such as the date of a deed, the date of a recorded real estate contract for the sale of any Lot, the date of death in the case of a transfer by will or intestate succession, etc.). The due dates of any

special assessment payments shall be fixed by the Organization Action authorizing such special assessment. Notwithstanding the foregoing, the Declarant or any Owner: (1) shall not be liable for any assessments with respect to any future Lot(s) created from the area within Tracts A-A, A-B, B-A or C until such time as Declarant, by written notification to the Board, has identified all or a portion of said future Lots as a Phase which is ready for marketing for sale and/or for constructing Living Units; and (2) furthermore shall not be liable for any assessment with respect to any vacant Lot acquired from Declarant until construction of a Living Unit has received a certificate of occupancy concerning that Lot, or until a period of one year from the date of acquisition from Declarant has expired, whichever occurs first.

Section 3.7. Certificates and Assessment Payment. Upon request, the Board shall furnish written certificates certifying the extent to which assessment payments on a specified Lot are paid and current to the date stated therein. Issuance of such certificates shall be conclusive evidence of payment of any assessments therein declared to have been paid. A reasonable charge may be made by the Organization for the issuance of such certificate.

Section 3.8. Special Assessments. In addition to the general assessments authorized by this Article, the Organization may, by Organization action, levy a special assessment or assessments at any time, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, inordinate repair, or replacement of a described capital improvement located upon or forming a part of the Common Areas, including necessary fixtures and personal property related thereto, or for such other purpose as the Organization may consider appropriate; provided, however, that any such assessment must have the prior favorable vote of Owners representing two-thirds of the existing vacant Lots and Living Units affected by the special assessment. If appropriate, the Organization may levy a special assessment against a portion of the vacant Lots and Living Units in cases where some but not all of the vacant Lots and Living Units would benefit by the special assessment, so long as any such assessment shall have the favorable vote of Owners representing two-thirds of the vacant Lots and Living Units affected by the special assessment. The amount of each Owner's special assessment for any year shall be the total special assessment for such year, divided by the sum of the number of vacant Lots and Living Units affected by the special assessment, provided the Organization may set different special assessment rates for Lots and Condominium Units if the Organization determines that the benefit of the special assessment is different for the Lots and Condominium Units. Notwithstanding the foregoing, if there is a vacant Lot(s) otherwise exempt from liability for assessments pursuant to Section 3.6, then such Lot(s) shall also be exempt from liability for special assessments during the applicable period of time regarding any special assessments.

Section 3.9. Effect of Non-Payment of Assessment. If any assessment payment is not made in full within 30 days after it was first due and payable, the unpaid amounts shall constitute a lien against the Lot or Condominium Unit and shall bear interest from the date on which payment was first due and payable at the rate applicable to judgments in Washington. By acceptance of a deed to a Lot or Condominium Unit, execution of a contract therefore, or any other means of acquisition of an ownership interest, and whether or not it shall be so expressed in any such deed or other instrument, each Owner shall be deemed to grant thereby to the Organization, its agents and employees, the right and power to bring all actions against such

Owner personally for the collection of such assessments as a debt, and to enforce the liens created by this Declaration in favor of the Organization by foreclosure of the continuing liens in the same form of action as is then provided for the foreclosure of a mortgage on real property. The liens provided for in this Declaration shall be for the benefit of the Organization as a corporate entity, and the Organization shall have the power to bid in at any lien foreclosure sale and to acquire, hold, lease, mortgage, and convey the Lot or Condominium Unit foreclosed against.

Section 3.10. Lien to Secure Payment of Assessments. Declarant hereby creates in the Organization perpetually the power to create a lien in favor of the Organization against each Lot or Condominium Unit, to secure to the Organization the payment to it of all assessments, interest, costs, and attorneys' fees; and Declarant hereby subjects all Lots and Condominium Units perpetually to such power of the Organization. Such lien shall arise in accordance with the terms of this Declaration without the necessity of any further action by the Organization, and any such lien when created, shall be a security interest in the nature of a mortgage in favor of the Organization. Such lien shall become a continuing lien in the amount stated in the assessment from the time of the assessment, but expiring pro rata as the assessment payments are made, and shall also be the personal obligation of the person or entity who is the Owner of the Lot or Condominium Unit at the time of the assessment. The personal obligation to pay a prior assessment shall not pass to successors in interest unless expressly assumed by them, provided, however, that in the case of a sale or contract for the sale of any Lot or Condominium Unit which is charged with the payment of an assessment the person or entity who is the Owner immediately prior to the date of such sale shall be personally liable for the amounts of the monthly installments due prior to said date, and the new Owner shall be personally liable for monthly installments becoming due on or after such date. The foregoing limitation on the duration of the personal obligation of an Owner to pay assessments shall not, however, affect the validity or duration of the continuing lien for unpaid assessments against the respective Lot or Condominium Unit.

Section 3.11. Suspension for Non-Payment of Assessment. If an Owner shall be in arrears in the payment of any assessment due, or shall otherwise be in default of the performance of any terms of the Governing Documents of the Organization for a period of 30 days, said Owner's voting rights shall without the necessity of any further action by the Organization, be suspended (except as against foreclosing secured parties) and shall remain suspended until all payments, including interest thereon, are brought current and any other default is remedied. No Owner is relieved of liability for assessments by non-use of the Common Areas or by abandonment of a Lot or Condominium Unit.

Section 3.12. Reserves for Replacement. As a common expense, the Organization shall establish and maintain a reserve fund for replacement of the Common Areas and any improvements and community facilities thereon by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Organization. Such fund shall either be deposited with a banking institution, the accounts of which are insured by any state or by any agency of the United States of America or, in the discretion of the Organization, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. The reserve fund shall be expended only for the purpose of effecting the replacement of the

Common Areas and any improvements and community facilities thereon, equipment replacement, and for start-up expenses and operating contingencies of a nonrecurring nature. The Organization may establish such other reserves for such other purposes as it may from time to time consider to be necessary or appropriate. The proportional interest of any Owner in any such reserves shall be considered an appurtenance of his Lot or Condominium Unit and shall not be separately withdrawn, assigned, or transferred, or otherwise separated from the Lot or Condominium Unit to which it appertains and shall be deemed to be transferred with such Lot or Condominium Unit.

Section 3.13. Certain Areas Exempt. The Common Areas and all portions of Woodbridge dedicated to and accepted by a public authority or other charitable or non-profit organization exempt from taxation under the laws of the State of Washington, shall be exempt from assessments by the Organization

ARTICLE 4

SUBORDINATION OF LIENS

Section 4.1. Intent of Provisions. The provisions of this Article 4 apply for the benefit of each Mortgagee who lends money for purposes of construction or to secure the payment of the purchase price of a Lot or Condominium Unit.

Section 4.2. Mortgagee's Non-Liability. The holder of a Mortgage shall not, by reason of the security interest only, be liable for the payment of any assessment or charge, nor for the observance or performance of any covenant or restriction, excepting only those enforceable by equitable relief and not requiring the payment of money, and except as hereafter provided.

Section 4.3. Mortgagee's Rights During Foreclosure. During the pendency of any proceeding to foreclose a Mortgage, including any period of redemption, the holder of the Mortgage, or the receiver, if any, may exercise any or all of the rights and privileges of the Owner of the encumbered Lot or Condominium Unit, including but not limited to the right to vote in the Organization to the exclusion of the Owner's exercise of such rights and privileges.

Section 4.4. Mortgagee as Owner. At such time as a Mortgagee shall become the record Owner of the Lot or Condominium Unit previously encumbered by the Mortgage, the Mortgagee shall be subject to all of the terms and conditions of this Declaration, including the obligation to pay for all assessments and charges in the same manner as any Owner.

Section 4.5. Mortgagee's Title Free and Clear of Liens. A Mortgagee or other secured party acquiring title to a Lot or Condominium Unit through foreclosure, suit, deed of trust sale, deed in lieu of foreclosure, or equivalent method, shall acquire title to the encumbered Lot or Condominium Unit free and clear of any lien authorized by or arising out of the provisions of this Declaration, insofar as such lien secures the Payment of any assessment or charge or installment due but unpaid before the final conclusion of any such proceeding, including the expiration date of any period of redemption. The Organization may treat any unpaid assessments against a Lot or Condominium Unit foreclosed against as a common expense, in which case it shall prorate

such unpaid assessments among the remaining Lots and Condominium Units, and each such remaining Lot or Condominium Unit shall be liable for its prorated share of such expenses in the same manner as for any other assessment.

Section 4.6. Survival of Assessment Obligation. After the foreclosure of a security interest in a Lot or Condominium Unit, any unpaid assessments shall continue to exist and remain as a personal obligation of the Owner against whom the same was levied, and the Organization shall use reasonable efforts to collect the same from such Owner.

Section 4.7. Subordination of Assessment Liens. The liens for assessments provided for in this Declaration shall be subordinate to the lien of any Mortgage or other security interest placed upon a Lot or Condominium Unit as a construction loan security interest or as a purchase money security interest, or refinancing thereof and the Organization will, upon demand, execute a written subordination document to confirm the particular superior security interest. The sale or transfer of any Lot or Condominium Unit, or any interest therein, shall not affect the liens provided for in this Declaration except as otherwise specifically provided for herein, and in the case of a transfer of a Lot or Condominium Unit for purposes of realizing a security interest, liens shall arise against the Lot or Condominium Unit for any assessment payments coming due after the date of completion of foreclosure (including the expiration date of any period of redemption).

ARTICLE 5

Building and Land Use Restrictions

Section 5.1. Improvements. No Living Unit, Condominium Unit, dwelling, residence, outbuilding, fence, wall, building, pool, deck, play equipment over 6 feet in height, substantial landscaping, change in exterior paint color or other structure or other improvement shall be erected, altered, placed or maintained on any Lot unless it shall comply with the following:

(a) Prior to placing any such structure or making such improvement on the Lot, the plans and specifications for the structure or improvement and a request for approval shall be submitted to and approved by the Committee as provided in Article 6 . When constructed or placed on the Lot, the structure or improvement shall substantially conform to the plans and specifications approved by the Committee.

(b) Prior to making any change or alteration to the external appearance of any existing improvement on a Lot, plans and specifications for the alteration and change shall be submitted to and approved by the Committee as provided in Article 6 . This provision shall not apply to the Declarant during the Development Period and beyond, until all homes are initially sold and occupied. When made, the changes or alteration shall substantially conform to the plans and specifications as approved by the Committee.

(c) Once started, the work of constructing, altering, repairing, or reconstructing any structure or improvement on a Lot shall be diligently prosecuted until

completion thereof and in any event the exterior of the structure shall be completed and finished within six months after the work first commences. In the case of landscaping improvements or modifications, the work shall be completed within two months after the work first commences.

(d) All buildings and improvements on a Lot shall be of permanent construction, and no temporary structure, trailer, mobile home, tent, garage, outbuilding or other similar device shall be placed on any Lot, except with the permission of the Committee. This provision shall not apply to the Declarant during the Development Period.

(e) Lots shall be used solely for residential purposes and related facilities normally incidental to a residential community. No building shall be erected, altered, placed or permitted to remain on any Lot except for one (1) detached single family dwelling and permitted accessory building or, where permitted by the Committee, a condominium residential structure.

(f) Accessory buildings which are appurtenant to the use of an existing permanent residential building may be permitted on a Lot. Permitted accessory buildings may include playhouses, tool sheds, doghouses, and gazebos. No permitted accessory building shall be placed on a Lot unless the plans for the accessory building have been first approved as to the design and location on the Lot by the Committee. The Committee may refuse to approve a permitted accessory building if, in the exercise of the discretion of the Committee, the structure detracts from the general visual appearance of the neighborhood or other homes. The location of a permitted accessory building shall be located where it minimizes the visual impact and, as a general guideline, shall be in the rear yard or side yard behind the front of the house. The Committee shall not be bound by the guidelines, but may exercise its discretion in that respect. The Committee may require visual screening of accessory buildings from adjacent Lots. Accessory buildings shall not be easily visible from any street.

(g) All structures and improvements shall comply with the provisions of the applicable Building Code, as amended from time to time, relating to setback requirements; provided that nothing herein shall require removal of a building which was originally placed in conformity with such Code because of change in the Code. The Applicant is responsible for procuring all necessary permits.

(h) No fence or wall shall be permitted on a Lot unless it is no nearer to the street than one third the depth of the house as constructed on the Lot, or nearer to the street than fifteen (15) feet back from the front of the garage on the garage side of the house to enclose a man door, except that nothing shall prevent the erection of (i) a necessary retaining wall and (ii) decorative walls, fences, hedges and mass plantings which have been approved by the Committee, in writing, as to appearance, prior to installation. Additionally, fences shall not be permitted on the side lot lines of corner lots where those lot lines abut a public street except vegetation screens ("green fences") are encouraged in these areas. Unless specifically approved by the Committee in writing, no fence or wall, where permitted, shall extend higher than six (6) feet above the ground. Finally, nothing represented in this document shall violate the provisions of the applicable City of Redmond fence codes.

(i) No lines or wires for the transmission of electric current or of television, radio or telephone signals shall be constructed, placed or permitted to be placed outside of the buildings of a Lot, unless the lines and wires shall be underground or in conduit attached to a building.

(j) No exterior aerials, antennas, microwave receivers or satellite dishes for television or other purposes shall be permitted on any Lot except as follows: The Committee will not require prior approval as to placement and screening from residents who wish to install satellite dishes (18” or less in diameter) in accordance with current FCC rulings. The Committee recognizes the need to locate these dishes in a place that will allow the best reception possible, however, residents are encouraged to consider aesthetics as well. Residents choosing to install satellite dishes measuring 18” to one meter are required to gain approval from the Committee prior to installation.

(k) All mailboxes are to be of uniform design as approved by the Committee.

Section 5.2. Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot except that usual household pets such as dogs, cats and small birds may be kept, provided that they are not kept, bred or maintained for commercial purposes, and that they do not unreasonably interfere with the use and enjoyment of any part of the Woodbridge .

Section 5.3. Signs. No sign of any kind shall be displayed to the public view on any Lot except entry signs identifying the neighborhood, one sign of not more than five (5) square feet advertising the property for sale or rent, and signs used by the Declarant or builder of a residence on the Lot to advertise the property and identify the Declarant or builder during the construction and sales period of the residence. Builder and Declarant signs may include project marketing signs, directional signs and model home signs.

Section 5.4. Nuisances. No Lot shall be used or maintained as a dumping ground for rubbish; and trash, garbage, or other waste shall not be kept except for in sanitary containers or composting areas. Equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and out of sight. Nothing shall be done on a Lot which may become a nuisance to the neighborhood.

Section 5.5. Businesses. No trade, craft, business, profession, manufacturing, commercial enterprise or commercial activity of any kind which shall interfere with the quiet and peaceful use and enjoyment of any part of the Subdivision shall be conducted or carried on upon any Lot or within any building located within the Subdivision. The evidence of said interference, other than permitted professional sign, shall be either visible from the street or adjacent Lots, shall increase the noise level in the surrounding area, or shall increase traffic more than usual residential volumes.

Section 5.6. Storage. No goods, materials, supplies or equipment, and no boats, trucks, motorcycles, busses, motor homes, campers, trailers, or vehicles of any description, shall be stored, dismantled, or repaired in the street, driveway, or within view from the street in Woodbridge or in any part of the Woodbridge outside an approved fenced area or permitted structure. Upon 48 hours notice to the Owner of the Lot or Condominium Unit, the Organization has the authority to have removed at the Owner's expense any improperly stored or parked vehicle, boat, or other equipment. During the Development Period, the Declarant may store equipment and building materials and maintain temporary trash storage sites within the Woodbridge. The restrictions contained in this Section shall not exclude the temporary parking of automobiles on the designated driveway areas adjacent to garages on the Lots.

Section 5.7. Firearms and Related Activity. No firearms, whether for hunting or target practice, shall be discharged in the Woodbridge.

Section 5.8. Construction and Sale Period. So long as Declarant owns any property in Woodbridge for development and/or sale, the restrictions set forth in this Article 5 shall not be applied or interpreted so as to prevent, hinder, or interfere with development, construction or sales activities of Declarant or any builder or developer approved by the Declarant.

ARTICLE 6

Architectural Control

Section 6.1. The Committee. The Board shall comprise or shall designate the Committee herein referred to. The address of the Committee shall be the registered office of the Organization.

Section 6.2. Submission of Plans. Prior to construction, all plans and specifications or information required to be submitted to the Committee for approvals shall be submitted by mail to the address of the Committee in duplicate, shall be in writing, shall contain a written request for approval and the name and address of the person submitting the same and the Lot involved, and shall set forth the following with respect to a proposed structure: The location of the structure upon the Lot, the elevation of the structure with reference to the existing and finished lot grade, the general design, the interior layout, the exterior finish materials and color including roof materials, the landscape plan, and such other information as may be required to determine whether such structure conforms with these restrictions. The Committee may require applicants to notify adjacent Lot Owners of their request for approval.

Section 6.3. Standards. The Committee shall have the authority to determine and establish standards involving aesthetic considerations of harmony of construction and color which it determines to be in the best interest of providing for attractive development of Woodbridge , which authority shall include but not be limited to determining the height, configuration, design and appearance of the Living Unit, fences, walls, outbuildings, pools, and other structures and improvements appurtenant to the use of the Living Unit . Such determinations may be amended and shall be binding on all persons.

Section 6.4. Approval or Disapproval. Within 30 days after the receipt of plans and specifications or information with a request for approval, the Committee shall by majority vote approve or disapprove the request. The Committee may disapprove any request which in its opinion does not conform to these restrictions or its aesthetic or other standards. Approval or disapproval of a request shall be made upon one of the copies thereof and returned to the address shown on the request. If the Committee fails to approve or disapprove submitted plans and specifications within 30 days after the plans and specifications have been submitted, which submission shall be evidenced by a written receipt for said plans and specifications, approval will not be required, and this Section will be deemed to have been fully complied with. In this event, any such plans and specifications shall nevertheless be in compliance with all the restrictions contained in these Protective Covenants.

Section 6.5. Advisors. The Committee may appoint advisors or advisory committees from time to time to advise on matters pertaining to Woodbridge . No person on the Committee or acting for it shall be responsible for any defect in any plan or specification submitted or approved nor for any defect in any plan or specification submitted or approved nor for any defect in any work done according to such plans and specifications.

Section 6.6. Variations. The Committee shall have the authority to approve plans and specifications which do not conform to these restrictions in order to overcome practical difficulties or prevent hardships in the application of these restrictions; provided that such variations so approved shall not be materially injurious to the improvements of other Lots and shall not constitute a waiver of the restrictions herein contained but shall be in furtherance of the purposes and intent of these restrictions.

ARTICLE 7

COMMON AREAS

Section 7.1. Title to Common Areas. Declarant shall convey to the Organization the Common Areas owned by Declarant designated in the Master Plan, or other recorded map or plan creating a Phase. The Common Area shall be subject to an easement of common use and enjoyment in favor of the Organization and every Owner, their heirs, successors, and assigns, in

accordance with the terms and conditions of this Declaration, Master Plan and the plat of Woodbridge. . Such easement shall be appurtenant to and shall not be separated from ownership of any Lot or Condominium Unit and shall not be assigned or conveyed in any way except upon the transfer of title to such Lot or Condominium Unit, and then only to the transferee of such title and shall be deemed so transferred and conveyed whether or not it shall be so expressed in the deed or other instrument conveying title. Certain rights of use, ingress, egress, occupation, and management authority in the Common Areas set forth elsewhere in this Declaration shall be reserved to Declarant. The Common Area when conveyed to the Organization shall be free and clear of financial liens. Assessments shall not be used to defray operating and maintenance costs of Common Areas which have not yet been conveyed to the Organization.

Section 7.2. Owners' Common Rights. Owners in each Phase shall have equal rights with the Owners in all other Phases to use the Common Areas in all Phases, unless certain Common Areas are specifically designated as limited Common Areas on the face of a plat or other recorded instrument creating a Phase or in an amendment to this Declaration or in a Supplementary Declaration. All easements for ingress, egress, utilities, and use of facilities, unless otherwise specifically limited, shall exist in favor of all Owners in each and all Phases.

Section 7.3. Maintenance of Common Areas. The Organization shall maintain, repair, replace, improve, and otherwise manage all of the Common Areas so as to keep them in good repair and condition and shall conduct such additional maintenance, repair, replacement, construction, or reconstruction as may be determined pursuant to Organization action to promote the recreation, health, safety, and welfare of the Owners. Any action necessary or appropriate to the maintenance and upkeep of the Common Areas, the landscaping, irrigation, storm drainage facilities, sewer and water systems, all buildings, gas, telephone, or electrical or television facilities applicable to the Common Areas shall be taken by the Organization only. The Organization shall be responsible for compliance with any and all requirements of the City of Redmond or its successor regarding maintenance of the common areas.

ARTICLE 8

EASEMENTS AND OPEN SPACE

Section 8.1. Construction, Utility and Drainage Easements. Easements for the construction, repair, replacement, reconstruction, and maintenance of utilities and drainage facilities have been created and established by the Recorded plat of Woodbridge. No structure, planting or other material which may damage or interfere with the installation and maintenance of utilities or facilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through the drainage channels in the easements, shall be placed or permitted to remain within any of these easements, except as otherwise authorized by the Plat.

Section 8.2. Open Space.

(a) Declarant shall cause Tracts A-C, E-B A-D, A-E, A-F, A-G, A-H, A-I, A-J, and J to be conveyed to the Organization consistent with the Plat of Woodbridge.

Section 8.3. Maintenance of Facilities. The Organization shall be responsible for maintaining, repairing and replacing:

(a) The plat entry monuments, lighting, landscaping, and irrigation constructed in Tract E-C. Tract E-C is a Tract adjacent to the east side of the main entry at State Route 202 dedicated to the City of Redmond for Drainage and Utility purposes.

(b) Landscaping, irrigation, fencing, and any other community improvements that have been or may be constructed in the future within the Tracts designated in 8.2 (a).

(c) .All landscaping and irrigation systems located within the public rights of way, including median islands and planter strips located within 188th Ave. NE, NE 65th street and 189th Place NE. This shall include the tiered, landscaped are within the expanded right of way on the west side of the intersection of 188th Ave NE and State Route 202.

(d) The mailbox stands.

ARTICLE 9

INSURANCE, CASUALTY LOSSES, CONDEMNATION

Section 9.1. Insurance Coverage. The Organization shall obtain and maintain at all times as an Organization expense an insurance policy or policies and bonds written by companies licensed to do business in Washington which provide:

9.1.1. Insurance against loss or damage by fire and other hazards covered by the standard extended coverage endorsement in an amount as near as practicable to the full insurable replacement value (without deduction for depreciation) of the Common Areas, with the Organization named as insured as trustee for the benefit of Owners and Mortgagees as their interests appear, or such other fire and casualty insurance as the Organization shall determine will give substantially equal or greater protection insuring the Owners and their Mortgagees, as their interests may appear.

9.1.2. General comprehensive liability insurance insuring the Organization, the Owners, Declarant, and any managing agent, against any liability to the public or to the Owners and their guests, invitees, licensees, or tenants, incident to the ownership or use of the Common Areas.

9.1.3. Worker's compensation insurance to the extent required by applicable laws.

9.1.4. Fidelity coverage naming the Organization as an obligee to protect against dishonest acts by the Board, Organization officers, committees, managers, and employees of any of them, and all others who are responsible for handling Organization funds, in an amount equal to three months general assessments on all Lots and Living Units, including reserves.

9.1.5. Insurance against loss of personal property of the Organization by fire, theft, and other losses with deductible provisions as the Organization deems advisable.

9.1.6. Such other insurance as the Organization deems advisable, provided, that notwithstanding any other provisions herein, the Organization shall continuously maintain in effect casualty, flood, and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for similar Projects established by Federal National Mortgage Organization, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Authority, and Veterans Administration, so long as any of them is a Mortgagee or Owner, except to the extent such coverage is not available or has been waived in writing by Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Authority, or Veterans Administration.

Section 9.2. Casualty Losses. In the event of substantial damage to or destruction of any of the Common Areas, the Organization shall give prompt written notice of such damage or destruction to the Owners and to the holders of all First Mortgages who have requested such notice from the Organization. Insurance proceeds for damage or destruction to any part of the Common Areas shall be paid to the Organization as a trustee for the Owners, or its authorized representative, including an insurance trustee, which shall segregate such proceeds from other funds of the Organization.

Section 9.3. Condemnation. In the event any part of the Common Areas is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, the Organization shall give prompt notice of any such proceeding or proposed acquisition to the Owners and to the holders of all First Mortgages who have requested from the Organization notification of any such proceeding or proposed acquisition. All compensation, damages, or other proceeds therefrom, shall be payable to the Organization.

ARTICLE 10

ENFORCEMENT

Section 10.1. Right to Enforce. The Organization, Declarant, and any Owner shall have the right to enforce, by any appropriate proceeding at law or in equity, all covenants, conditions, restrictions, reservations, liens, and charges now or hereafter imposed by or pursuant to the provisions of this Declaration. Failure or forbearance by any person or entity so entitled to enforce the provisions of this Declaration to pursue enforcement shall in no event be deemed a waiver of the right to do so thereafter.

Section 10.2. Remedies Cumulative. Remedies provided by this Declaration are in addition to, cumulative with, and are not in lieu of, other remedies provided by law. There shall be, and there is hereby created and declared to be, a conclusive presumption that any violation or breach or attempted violation or breach of the covenants, conditions, and restrictions herein cannot be adequately remedied by an action at law or exclusively by recovery of damages.

Section 10.3. Covenants Running with the Land. The covenants, conditions, restrictions, liens, easements, enjoyment rights, and other provisions contained herein are intended to and shall run with the land and shall be binding upon all persons purchasing, leasing, subleasing or otherwise occupying any portion of Woodbridge, their heirs, executors, administrators, successors, grantees, and assigns. All instruments granting or conveying any interest in any Lot and all leases or subleases shall refer to this Declaration and shall recite that it is subject to the terms hereof as if fully set forth therein. However, all terms and provisions of this Declaration are binding upon all successors in interest despite an absence of reference thereto in the instrument of conveyance, lease, or sublease.

ARTICLE 11

AMENDMENT AND REVOCATION

Section 11.1. Amendment by Organization. This Declaration may be amended by an instrument executed by the Organization for and on behalf of the Owners, provided, however, that such amendments shall have received the prior approval of a vote of the Owners having 75 percent of the total outstanding votes in the Organization. Notwithstanding any of the foregoing, the prior written approval of 51 percent of all Mortgagees who have requested from the Organization notification of amendments shall be required for any material amendment to the Declaration or the Organization's By-Laws of any of the following: voting rights, assessments, assessment liens, and subordination of such liens, reserves for maintenance, repair, and replacement of Common Areas, responsibility for maintenance and repair, reallocation of interest in the Common Areas, or rights to their use, convertibility of Lots into Common Areas or of Common Areas into Lots; leasing of Lots other than as set forth herein; imposition of any restrictions on the right of an Owner to sell or transfer a Lot, a decision by the Organization to establish self-management when professional management had been required previously by an eligible Mortgagee; any action to terminate the legal status of the Bryn Mahr Estates development after substantial destruction or condemnation occurs, or any provisions which are for the express benefit of Mortgagees or eligible insurers or guarantors of First Mortgagees.

Section 11.2. Effective Date. Amendments shall take effect only upon recording with the King County Auditor or any successor recording office.

ARTICLE 12

GENERAL PROVISIONS

Section 12.1. Taxes. Each Owner shall pay without abatement, deduction, or offset, all real and personal property taxes, general and special assessments, including local improvement

assessments, and other charges of every description levied on or assessed against his Lot, or personal property located on or in the Lot. The Organization shall likewise pay without abatement, deduction, or offset, all of the foregoing taxes, assessments, and charges levied or assessed against the Common Areas.

Section 12.2. Non-Waiver. No waiver of any breach of this Declaration shall constitute a waiver of any other breach, whether of the same or any other covenant, condition, or restriction.

Section 12.3. Attorneys' Fees. In the event of a suit or action to enforce any provision of this Declaration or to collect any money due hereunder or to foreclose a lien, the unsuccessful party in such suit or action shall pay to the prevailing party all costs and expenses, including title reports, and all attorneys fees that the prevailing party has incurred in connection with the suit or action, in such amounts as the court may deem to be reasonable therein, and also including all costs, expenses, and attorneys fees incurred in connection with any appeal from the decision of a trial court or any appellate court.

Section 12.4. No Abandonment of Obligation. No Owner, through his non-use of any Common Area, or by abandonment of his Lot, may avoid or diminish the burdens or obligations imposed by this Declaration.

Section 12.5. Interpretation. The captions of the various articles, sections and paragraphs of this Declaration are for convenience of use and reference only and do not define, limit, augment, or describe the scope, content or intent of this Declaration or any parts of this Declaration. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes a legal entity when the context so requires. The single number includes the plural whenever the context so requires.

Section 12.6. Severability. Invalidation of any one of these covenants, conditions, restrictions, easements, or provisions by judgment or court order shall in no way affect any other of the same, all of which shall remain in full force and effect.

Section 12.7. Notices. All notices, demands, or other communications ("Notices") permitted or required to be given by this Declaration shall be in writing and, if mail postage prepaid by certified or registered mail, return receipt requested (if a Notice to Declarant, the Organization, or to fewer than all Owners), or if mailed first-class postage prepaid (if a Notice to all Owners), shall be deemed given three days after the date of mailing thereof, or on the date of actual receipt, if sooner. Notice to an Owner may be given at any Lot or Condominium Unit owned by such Owner; provided, however, that an Owner may from time to time by Notice to the Organization designate such other place or places or individuals for the receipt of future Notices. Notices shall be addressee to the last known address of the addressee if not otherwise known. If there is more than one Owner of a Lot or Condominium Unit, Notice to any one such Owner shall be sufficient. The address of Declarant and of the Organization shall be given to each Owner at or before the time he becomes an Owner. If the address of Declarant or the Organization shall be changed, Notice shall be given to all Owners.

Section 12.8. Applicable Law. This Declaration shall be construed in all respects under the laws of the State of Washington.

IN WITNESS WHEREOF, THE UNDERSIGNED DECLARANT HAS EXECUTED THIS DECLARATION THE DAY AND YEAR FIRST ABOVE WRITTEN.

CONNER HOMES, INC.

CHARLES F. CONNER, PRESIDENT

AGGREGATED ASSETS LLC

LARRY DARNELL
ITS _____

LAKESIDE INDUSTRIES

LARRY DARNELL
IT'S _____

Note: this document was signed and recorded under
King County Auditor's File Number 2002 0113 1002660