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 KING COUNTY, WA

**2nd AMENDED & RESTATED
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
 FOR THE SAMMAMISH RIDGE ESTATES**

DOCUMENT TITLE	Amended & Restated Declaration of Covenants, Conditions and Restrictions for the Sammamish Ridge Estates
REFERENCE NO. OF DOCUMENTS ASSIGNED/RELEASED	8602280891; 9412290562; 20150928001185; 20150928001186
GRANTOR	Steve Burnstead Construction LLC
GRANTEE	Steve Burnstead Construction LLC
LEGAL DESCRIPTION	Lots 1 - 12 and Tract A, City of Sammamish Boundary Line Adjustment No. BLA 2014-00221, Recording No. 2015042100016, and portions of Government Lot 4, Sec. 18, T25N, R6E, W.M.
ASSESSOR'S PARCEL NO.	6902000010; 6902000020; 6902000030; 6902000040; 6902000050; 6902000060; 6902000070; 6902000080; 6902000090; 6902000100; 6902000110; 1825069074; 1825069081; 1825069099; 690200TRCT

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AMENDED & RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE SAMMAMISH RIDGE ESTATES

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**AMENDED & RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE SAMMAMISH RIDGE ESTATES**

WHEREAS, Robert L. Propst, Trustee for the Robert L. Propst Trust, and Patty Propst Brewin, Robby Propst Hack, Claudia Propst Berg, and Paul Lewis Propst, each for their separate estate, collectively the then-owners of the real property legally described on Exhibit A-1 (the "Property" or "the Sammamish Ridge Estates"), recorded the Declaration of Covenants, Conditions and Restrictions under Recording No. 8602280891, records of King County, Washington (the "Original Declaration");

WHEREAS, Robert Propst and Leonore Propst, husband and wife, recorded the Declaration of Covenants, Conditions and Restrictions under Recording No. 9412290562, records of King County, Washington, to impose covenants and restrictions on the Beach Property defined therein and legally described on Exhibit A-2 (the "Beach Declaration");

WHEREAS, Steven Burnstead Construction LLC, a Washington limited liability company (the "Developer"), is the current owner of the Property; and

WHEREAS, the Developer, as the sole owner of the Property, now desires to amend and restate the covenants of the Original Declaration;

NOW, THEREFORE, Developer hereby publishes and declares that the Property shall be held, sold, conveyed, encumbered, leased, rented, used, occupied, and improved subject to the following covenants, conditions, restrictions, easements, reservations, and agreements, all of which are for the purpose of enhancing and protecting the character, attractiveness, and desirability of the Sammamish Ridge Estates. Those covenants, conditions, restrictions, easements, and reservations, shall run with the Property and shall be a burden upon and a benefit to the Property and binding upon any person, firm, corporation or entity of any kind whatsoever acquiring or owning an interest in the Property or any part thereof, and their respective lessees, guests, heirs, executors, personal representatives, successors and assigns. Acceptance of an interest in any portion of the Property shall be deemed acceptance of the terms and provisions of this Declaration. This Amended and Restated Declaration restates, supersedes and replaces the Original Declaration and the Beach Declaration in their entirety.

ARTICLE 1 DEFINITIONS

1.1 ACC

The term "ACC" shall mean and refer to the Architectural Control Committee as established by ARTICLE 5.

1.2 Accessory Structure

The term "Accessory Structure" shall mean and refer to any temporary or permanent accessory structure, including, but not be limited to, spas, garden sheds, play equipment, tool sheds, doll houses, gazebos, sports courts, swimming pools, tents, air conditioning units, satellite dishes, flag poles and other similar structures constructed or located within the Sammamish Ridge Estates other than the primary house located on a Lot.

1.3 Association

The term "Association" shall mean and refer to the Sammamish Ridge Estates Homeowners Association, an association of Lot Owners of the Sammamish Ridge Estates acting collectively in accordance with its Governing Documents. The Association's name may be changed by the Developer if the Developer elects to use a different name for the Plat for marketing purposes.

1.4 Assessment

The term "Assessment" shall mean all sums chargeable by the Association against a Lot including, without limitation: (a) regular and special Assessments for Common Expenses, fees and any other charges imposed by the Association; (b) interest and late charges on any delinquent account; and (c) costs of collection, including reasonable attorneys' fees, incurred by the Association in connection with the collection of a delinquent Lot Owner's account.

1.5 Association Action

The term "Association Action" shall mean and refer to a resolution of the Association in the form of either a bylaw or resolution duly passed by either the Board or by the Members of the Association at a Members' meeting.

1.6 Beach Property

The term "Beach Property" shall mean and refer to the real property legally described on **Exhibit A-2**, attached hereto and by this reference made a part hereof.

1.7 Board

The term "Board" shall mean and refer to the Board of Directors of the Association (or such other governing body the Association shall form) which shall have all powers authorized by this Declaration and the Governing Documents of the Association.

1.8 Building

The term "Building" shall mean and refer to any building or structure and all appurtenances thereto, constructed or located within the Sammamish Ridge Estates, including but not limited to houses, Accessory Structures, fences, walls, recreational facilities and other exterior structures.

1.9 Common Area

The term "Common Area" shall mean and refer to the private road, the motorized gate, the community well and Water System (defined below), landscaping around the well and the gate and entry monument, the Beach Property and the dock and moorage slips located thereon, and any other areas owned by or benefiting the Association and/or the Lot Owners for the common use and enjoyment of all of the Lot Owners. Any streets, tracts or other areas dedicated or conveyed to a governmental entity for public use are not Common Areas. Any tracts or other areas conveyed to the Owner of a Lot, including but not limited to Tract A as shown on the Map, are not Common Areas. In the event the Common Areas described on the recorded Map are different from those described herein, the Common Areas described on the Map shall be deemed the Common Areas unless this Declaration has been amended or modified to change the Common Areas shown on the Map.

1.10 Common Expenses

The term "Common Expenses" shall mean and refer to expenditures made by or financial liabilities of the Association, together with any allocations to reserves.

1.11 Declaration

The term "Declaration" shall mean and refer to this Amended & Restated Declaration of Covenants, Conditions and Restrictions for the Sammamish Ridge Estates.

1.12 Design Guidelines

The term "Design Guidelines" shall mean and refer to any design guidelines adopted by Developer, as subsequently amended by the Board. The Design Guidelines shall be set forth in a document entitled the Sammamish Ridge Estates Design Guidelines.

1.13 Developer

The term "Developer" shall mean and refer to Steven Burnstead Construction LLC, or a person or entity to which it assigns its rights as Developer.

1.14 Governing Documents

The term "Governing Documents" shall mean and refer to this Amended and Restated Declaration, the Articles of Incorporation, the Bylaws, and any rules and regulations promulgated by the Board.

1.15 Lot

The term "Lot" shall mean and refer to any one of the residential lots located within the Property as shown on the Map.

1.16 Lot Owner

The term "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot, including any persons or entities purchasing a Lot pursuant to the terms of a recorded real estate contract, but excluding those persons or entities having an interest in any Lot merely as security for the performance of an obligation. The Developer shall be the Lot Owner until it sells the Lot.

1.17 Map

The term "Map" shall mean City of Sammamish Boundary Line Adjustment No. BLA 2014-00221 recorded under King County Recording No. 20150421900016.

1.18 Member

The term "Member" shall mean and refer to every Lot Owner who, as a result of such ownership, holds a membership in the Association with rights and responsibilities as set forth herein and in the Governing Documents of the Association. Each Lot shall have one (1) membership inseparably appurtenant to it.

1.19 Property

The term "Property" shall mean the real property legally described on **Exhibit A-1**, attached hereto and by this reference made a part hereof. The Property is commonly referred to as the Sammamish Ridge Estates and includes the Beach Property.

1.20 Tract

The term "Tract" shall mean and refer to the road tract and Tract A located within the Property as shown on the Map.

1.21 Water Line Easements

The term "Water Line Easements" shall collectively mean and refer to the Declaration of Water Line Easement and Agreement, recorded under King County Recording No. 20150928001185, and the Declaration of Water Line Easement and Agreement, recorded under King County Recording No. 20150928001186.

1.22 Water System

The term "Water System" shall mean and refer to the private water system, including but not limited to, a well, well head, pumps, filters, electrical systems, if any, and all buildings, reservoirs, service lines and other appurtenances currently located in, on or under, or hereafter constructed in, on or under, the Property, including the easement areas described in the Water Line Easements, for the purposes of delivering water to the Lots.

ARTICLE 2 SAMMAMISH RIDGE ESTATES HOMEOWNERS ASSOCIATION

2.1 Establishment

There is hereby created an association to be called the "Sammamish Ridge Estates Homeowners Association." The Association shall be a nonprofit corporation formed and operated pursuant to RCW 24.03 and RCW 64.38. The Association shall use the name the "Sammamish Ridge Estates Homeowners Association" unless Developer elects to market the Lots under another name, in which case the Association shall use the common marketing name associated with the Property.

2.2 Voting

After the end of the Development Period, each Member shall be entitled to cast, at any meeting of the Association, one vote for each Lot owned by that Member. If any Lot is owned by more than one (1) person or entity, the Owners thereof shall appoint one (1) person to serve as the voting Member and shall file a written statement with the Board signed by all of the Lot's Owners naming the voting Member. Any such designation of a voting Member shall be revoked automatically when the Board receives a subsequent notice signed by all of the Lot's Owners designating another voting Member, when the Board receives notice of the death or judicially declared incompetence of any of the Lot's Owners, or when any of the Lot's Owners conveys its interest in such Lot. The Association may suspend voting rights of any Member as provided in the Governing Documents of the Association.

2.3 Proxies

Members may vote at any meeting of the Association in person or by proxy. A proxy must be in writing, signed by the designated voting Member for the Lot and filed with the Board in advance of the meeting at which such vote is taken. No Lot Owner may revoke any proxy given by a Member to or in favor of a holder of indebtedness secured by any recorded first mortgage (meaning a mortgage with priority over all other mortgages) upon the Member's Lot, without the prior written consent of the holder of such indebtedness.

2.4 Adoption of Bylaws and Amendments

Prior to the termination of the Development Period, the Developer, acting pursuant to its authority to act on behalf of the Association, shall adopt Bylaws. During the Development Period, Developer shall have sole authority to amend the Bylaws. After termination of the Development Period, except as expressly provided to the contrary herein, the Bylaws of the Association ("Bylaws") may be amended from time to time by a majority vote of the Members (including Developer, if applicable), at any regular or special meeting of the Association duly called for that purpose.

2.5 Initial Board of Directors

The Developer shall designate the members of the initial Board. The initial Board shall serve until the Developer transfers the management and administration of the Sammamish Ridge Estates to the Board elected by the Members pursuant to the Bylaws after termination of the Development Period. Except as specifically provided herein to the contrary, the initial Board shall have the right to exercise all powers and perform all functions of the Board.

2.6 Management Agreements

The Association may enter into such agreements for the performance of any or all of the functions of the Association with such persons or entities as the Association deems fit and proper in its sole discretion.

ARTICLE 3 PROPERTY RIGHTS IN THE COMMON AREA

3.1 Developer Rights

The Developer may add to or subtract from the Common Area during the Development Period by an amendment to this Declaration. The Developer shall have and hereby reserves for itself, its successors, and assigns, an easement for the right, during the Development Period and any period thereafter in which Developer is a Lot Owner, to utilize the Common Area for its business uses and purposes, including, but not limited to, completion of improvements thereon and other uses and purposes related to the construction, promotion and development of the Sammamish Ridge Estates.

3.2 Association Control of Common Area

Subject to the Developer's rights set forth in Section 3.1, the Association owns and controls the Common Area for the benefit of the Lot Owners. Except as otherwise limited by law or prior restriction, each Lot Owner shall have a non-exclusive right to use and enjoy the Common Areas. Each Lot Owner hereby grants the Association an irrevocable right to manage and control the Common Areas on behalf of and in the interest of the Lot Owners.

3.3 Association Responsibilities within Common Area

Following their initial installation, the Association shall have the right and obligation to maintain, repair, replace, reconstruct and make necessary improvements to the Common Areas, including but not limited to the community well and Water System, and all related appurtenances and improvements, or shall contract for such maintenance, repair, replacement, reconstruction and improvements, to keep the Common Areas and all improvements thereon in a good, sanitary and attractive condition. Such maintenance, repairs, replacement, reconstruction and improvements shall include, without limitation: (a) maintenance and replacement of shrubs, vegetation, irrigation systems, signs, and other landscaping improvements located on the Common Areas, including the area near the community well and the entry to the Sammamish Ridge Estates; (b) inspection, maintenance, pruning, thinning and replacing trees, including but not limited to hazardous trees, located on the Common Areas; (c) repair of and payment for all centrally metered utilities, mechanical and electrical equipment serving the Common Areas; (d) repair and maintenance of the storm water facilities to the extent such maintenance is not performed by the municipality or any utility service provider; (e) repair and maintenance of all walks and other means of ingress and egress within the Common Areas, including repair and maintenance of the road as shown on the Map; (f) repair and maintenance of the motorized gate at the entry of the Sammamish Ridge Estates; and (g) repair and maintenance of the Beach Property, including any gates or other appurtenances and the docks and moorage slips. The Association may provide such additional common maintenance which it determines to be in the best interest of the Lot Owners. The Association may require any person causing damage to a Common Area to pay for repairs thereto, and any such costs of repair charged to a Lot Owner or tenant shall be deemed an assessment against their Lot. The Board shall acquire and pay for as a Common Expense of the Association all goods and services reasonably necessary or convenient to perform its responsibilities set forth in this Section 3.3 for the efficient and orderly maintenance of the Common Areas.

3.4 Private Water System

The Association owns the Water System. The Developer hereby grants and conveys to the Association, its agents, successors, and assigns, a perpetual, non-exclusive easement to enter, inspect, maintain, and repair any areas located on the Property and connected to the Water System. The Association shall have the right and obligation to maintain, repair, replace, reconstruct and make necessary improvements to, and regulate the use of, the Water System. For so long as this Section 3.4 is in effect, the rights and obligations of the Association, set forth in this Section 3.4 hereby replace and supersede the rights and obligations of the Lot Owners set forth in Sections 3, 4, 5 and 7 of the Water Line Easements. Notwithstanding the foregoing, any water lines and appurtenances serving only one Lot shall be maintained and repaired by the Owner of the Lot served by such water line or appurtenances.

The Association shall have the authority, in its sole discretion, to hire, supervise, and pay a purveyor who shall be responsible for submitting all necessary water samples as required under any local, county, or state laws, codes, or regulations, as well as handling emergencies such as a system shutdown. The purveyor shall also organize and maintain the Water System records and notify the Association of the water quality tests that are required by King County or any other local or state group, agency, or organization which has jurisdiction over the Property and its water system. The purveyor shall make the Water System records available for review and inspection by the Association within forty-eight hours (48) of request by the Association.

3.5 Restrictions on Use of Common Area

Except with regard to utility easements, the Common Areas may be used only by Members and their guests. The Common Areas shall also be subject to the other restrictions, limitations and reservations contained or provided for in the Governing Documents.

3.6 Rules and Regulations

The Association shall have the authority to establish reasonable rules and regulations for the maintenance and use of the Common Areas consistent with this Declaration.

ARTICLE 4 COVENANT FOR ASSESSMENTS

4.1 Creation of Lien and Personal Obligation of Assessment

Each Lot Owner is deemed to covenant and agree to pay to the Association all Assessments assessed against said Owner's Lot by the Association by acceptance of a deed or other instrument of conveyance, whether or not it shall be so expressed in any such deed or other instrument. Assessments include, but are not limited to: (a) annual Assessments or charges and (b) special Assessments. Said annual and special Assessments, together with interest therein and costs of collection thereof (including reasonable attorneys' fees whether or not suit is commenced), shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with such interest and costs of collection, shall also be the personal obligation of the Lot Owner owning the Lot when the Assessment is due. There shall be no Assessment on any Lot until after the initial transfer of the Lot to a residential owner. The personal obligation for delinquent Assessments shall not pass to the Lot Owner's successors in title unless the lien for such delinquent Assessment has been properly recorded prior to transfer of title or unless expressly assumed by the transferee. Provided, however, that in the case of a sale of any Lot which is charged with the payment of an Assessment or Assessments payable in installments, the person or entity who is the Owner immediately prior to the date of any such sale, shall be personally liable only for the amount of the installment due prior to said sale. The new Owner shall be personally liable for installments which become due on or after said sale.

4.2 Purpose of Assessments

The regular and special Assessments levied by the Association shall be used exclusively for the purpose of performance of the obligations of the Association set forth in this Declaration, including but not limited to maintaining the Water System, and other such activities as are, in the reasonable determination of the Board, in the best interests of the health, safety and general welfare of the Lot Owners. All funds collected hereunder shall be expended for the purposes designated herein.

4.3 Capital Contribution and Initial Assessment

In connection with the escrow closing of the initial sale of each Lot to an Owner other than Developer, the Owner of the Lot shall make (a) a non-refundable working capital contribution to the Association in the amount of Two Thousand Dollars (\$2,000) per Lot (the "Capital Contribution") or such other amount as the Board determines from time to time is appropriate, and (b) the initial regular Assessment. The Capital Contribution shall not be considered an advance payment of any Assessments. The Capital Contribution shall be placed in the Association's reserves. The initial regular Assessment is the amount that the Board has assessed against the Lot for the year in which the Lot is purchased, which amount shall be prorated for any partial year. Both the Capital Contribution and the initial regular Assessment shall be collected by the escrow agent at the closing of the purchase of the Lot.

4.4 Regular Assessments

Each year the Board shall assess each Lot Owner for regular Assessments in an amount which, in the aggregate, is sufficient to meet the obligations of the Association. Commencing on January 1 following the termination of the Development Period and continuing each year thereafter, the regular Assessments

shall not be increased by more than twenty-five percent (25%) in any year without the approval of seventy percent (70%) of the Members present and voting at a meeting duly called for such purpose at which a quorum is present. Notwithstanding the provisions set forth in this 3.6, the Developer shall not be liable for any fees or Assessments assessed or due prior to the termination of the Development Period. The regular assessments shall include, but are not limited to, the operation, maintenance, repair and reserves for the replacement of well and Water System and the operation of all other improvements within the Common Areas.

4.5 Estimated Assessments

Commencing on January 1st following the termination of the Development Period and continuing each year thereafter, but within sixty (60) days prior to the beginning of each calendar year or such fiscal year as the Board may adopt, the Board shall (a) estimate the regular Assessments and special Assessments for the Lots to be paid during such year; (b) make provisions for creating, funding and maintaining reasonable reserves for contingencies and operations, for maintenance, repair and replacement of the Water System, and/or (c) take into account any expected income and any surplus available from the prior year's operating fund. If the estimated cash requirement proves inadequate for any reason, including nonpayment of any Lot Owner's Assessment, a further Assessment may be levied during that fiscal year upon a majority vote of the Board.

Within thirty (30) days after the Board's adoption of any proposed regular or special budget of the Association, the Board shall set a date for a meeting of the Lot Owners to consider ratification of the budget. The Board shall give written notice of such meeting to all Lot Owners. Said written notice shall include a summary of the proposed budget. The meeting date shall be not less than fourteen (14) and not more than sixty (60) days after mailing of the notice and summary. Except as otherwise set forth in Sections 4.4 and 4.6, unless at the meeting the Lot Owners holding a majority of the votes in the Association, in person or by proxy, reject the budget, the budget shall be deemed ratified, whether or not a quorum is present. In the event the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Lot Owners shall be continued until such time as the Lot Owners ratify a subsequent budget proposed by the Board.

4.6 Special Assessments

In addition to the regular Assessments authorized above, the Association may levy in any fiscal year as the Board designates, a special Assessment for any purpose, including for the purposes of defraying, in whole or in part, the cost of any construction, repair, or replacement of the Water System. No such special Assessment levied against all Lot Owners shall be in excess of \$10,000 except upon a majority vote of the Lot Owners in attendance at a meeting duly called for said purposes, or in excess of \$50,000 except upon a seventy percent (70%) affirmative vote of the Lot Owners in attendance at a meeting duly called for said purpose.

4.7 Payment By Owners

Each Lot Owner shall be obligated to pay its regular and special Assessments to the Treasurer of the Association. Regular Assessments shall be paid annually, or in equal monthly or other periodic installments, on or before the due date established by the Board. Special Assessments shall be paid annually or in equal monthly or other periodic installments or before the first day of each month during each year or at such time and in such other reasonable manner as the Board designates.

4.8 Financial Records

The Association shall keep an accurate record of its receipts and expenditures in chronological order. Such record shall specify and itemize the operation, maintenance, replacement and repair expenses incurred. Records and vouchers authorizing such payments shall be available for examination by the Lot Owners for any proper purpose at any reasonable time.

4.9 Uniform Rate of Assessment

Both regular and special Assessments must be fixed at a uniform rate for all Lots, except for Assessments against a specific Lot Owner imposed by the Board to reimburse the Association for costs incurred in bringing the Member or Lot into compliance with the provisions of the Governing Documents.

4.10 Default in Payment of Assessment; Remedies

If any Assessment is not paid within thirty (30) days after it is first due and payable, such Assessment shall bear interest at the highest rate permitted by law, or if no limitation is imposed by law, at eighteen percent (18%) per annum, from the date on which it was due until paid. In the event any regular or special Assessment remains delinquent for more than thirty (30) days, the Board may, upon fifteen (15) days' written notice to the Lot Owner, accelerate and demand immediate payment of the delinquent Assessment, and any Assessments which the Board reasonably determines will become due during the next succeeding twelve (12) months. If the Assessments, including any accrued interest, are not paid in full within fifteen (15) days of the date of the notice, the Association may bring an action against the person or entity personally obligated to pay such Assessment and/or record a lien for the amount of the Assessments plus interest and attorneys' fees and costs incurred or estimated to be incurred in enforcing the lien with the county in which the Lot is located. The lien may be foreclosed in the same manner as a real property mortgage. Suit to recover a money judgment for unpaid Assessments or charges can be maintained against the Lot Owner in conjunction with or separate from foreclosure of the lien.

4.11 Foreclosure of Assessment Lien; Attorneys' Fees and Costs

The Developer or Board may initiate action to foreclose the lien of any Assessment on behalf of the Association. In any action to foreclose a lien against the Lot for nonpayment of delinquent Assessments or charges, any judgment rendered against the Lot Owner in favor of the Association shall include a reasonable sum for attorneys' fees and costs and expenses reasonably incurred in preparation for and pursuit of such action in addition to taxable costs permitted by law. The Association shall be entitled to reimbursement for all of its attorneys' fees whether or not suit is filed or prosecuted to judgment, and whether said attorneys' fees are incurred in negotiation, arbitration, litigation, foreclosure or collection action, bankruptcy or appeal.

4.12 Homestead Waiver

Each Lot Owner hereby waives, to the extent of any liens created pursuant to this Declaration, the benefit of any homestead or exemption law in effect at the time any Assessment becomes delinquent or any lien is imposed pursuant to the terms of this Declaration, and hereby waives the right to claim such homestead or exemption prior to payment in full of all delinquent Assessments.

4.13 Curing of Default

If the Lot Owner cures the default prior to foreclosure of the lien of Assessment, the Board shall file and record a satisfaction and release of lien. The Board may assess a reasonable fee to cover the cost

of preparation and recording of said satisfaction of lien. Said amount shall be paid prior to the filing of the satisfaction of lien. The notice of satisfaction of lien may be executed by any authorized representative of the Board.

4.14 Continuing Liability for Assessments

No Lot Owner may exempt himself from his liability for regular or special Assessments by abandonment of the Owner's Lot.

4.15 Exempt Property

The following property is exempt from the Assessments created herein: (a) all properties dedicated to and accepted by local public authority; (b) all properties the fee title to which is retained by Developer; and (c) all properties the fee title to which is owned or controlled by the Association.

4.16 Rights of Board; Waiver of Lot Owners

Each Lot Owner hereby vests in and delegates to the Board or its duly authorized representatives, the right and power to bring all actions at law, including lien foreclosures, whether judicially or by power of sale or otherwise, against any Lot Owner for collection of the delinquent Assessments in accordance with this Declaration and applicable law. Each Lot Owner hereby expressly waives any objection to the enforcement in accordance with this Declaration, of the obligation to pay regular and special Assessments as set forth herein.

4.17 Subordination of the Lien to Mortgages

The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed on any Lot. Sale or transfer pursuant to a decree of foreclosure of any Lot which is subject to such first mortgage shall extinguish the lien of such Assessments as to payments which become due prior to such sale or transfer. No such sale or transfer shall relieve such Lot Owner from personal liability for any Assessment due nor shall any Lot be relieved from paying Assessments becoming due after foreclosure of the lien thereof.

ARTICLE 5 ARCHITECTURAL CONTROL

5.1 Architectural Control Committee

The ACC shall consist of not less than three (3) and not more than five (5) members. Members of the ACC need not be Lot Owners.

5.2 Developer's Rights

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

5.3 Jurisdiction and Purpose

The ACC, or Developer if an ACC has not been appointed, shall review proposed plans and specifications for the construction or alteration of the Buildings located on or to be placed upon any Lot or any Tract within the Property. No addition to or alteration of any Building may be made until plans and specifications showing the nature, kind, shape, heights, materials and location of the proposed structure or alteration have been submitted to and approved, in writing, by the ACC. The ACC shall also review proposals to change the exterior color of Buildings. The ACC shall determine whether the exterior design and location of the proposed structure, alteration or color change harmonizes with the surrounding structures, surrounding natural and built environment, and aesthetic character of other residences in the Sammamish Ridge Estates community.

5.4 Membership

The ACC shall be designated by the Board. An election to fill either a newly created position on the ACC or a vacancy on the ACC requires the vote of the majority of the Board. The Board shall not be required to fill a vacancy on the ACC unless the membership of the ACC numbers less than three (3) persons.

5.5 Designation of a Representative

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

5.6 Voting

Except as otherwise set forth in Section 5.5, ACC decisions shall be determined by a majority vote by the members of the ACC.

5.7 Submission of Plans and Specifications

All plans and specifications required to be submitted to the ACC shall be submitted in duplicate by mail to the address of the ACC. The written submission shall contain the name and address of the Lot Owner submitting the plans and specifications which shall include, but are not limited to: a site plan, and architectural, grading, lighting and landscape plans. The plans and specifications shall contain the following information as appropriate to the proposed improvements:

(a) Location of the Buildings, including but not limited to the house, doorways, windows, garage doors, property lines, easements, setbacks, landscaping, retaining walls, fences, driveway and other Accessory Structures upon the Lot.

(b) Building elevations for all sides of the house and/or Accessory Structures with reference to the existing and finished Lot grade. The elevations shall show the foundation, windows, garages, doorways, roof pitch, porches, decks and stairways;

(c) Elevation of the landscaping, retaining walls and fences with reference to existing and finished Lot grade. For proposed fences, retaining walls and rockeries, the plans and specifications shall show the relationship of the proposed structures or alterations to walls, fences, rockeries and grades on adjacent Lots;

- (d) Drainage flow plans;
- (e) Exterior appearance, including but not limited to roofing, finish materials, colors and textures;
- (f) Landscape plan, including but not limited to species of plant material, size and height and location; and
- (g) Other information requested by the ACC which may be required in order to determine whether the standards in this Declaration and the Design Guidelines, if any, have been satisfied.

5.8 Repainting

Lot Owners may not change the color of the exterior paint, stain or other finish on any Buildings without the approval of the ACC. The Lot Owner shall submit to the ACC a written request for approval of the location and colors of all surface areas to be repainted with a different color, including but not limited to body and trim and exterior doors, prior to commencing any such painting. Such written request shall contain a color board showing the proposed colors. The ACC shall approve or disapprove the request in accordance with the approval procedures set forth in Section 5.11, except that the ACC's time period to respond shall be fifteen (15) days.

5.9 Evaluating Proposals

The ACC may establish aesthetic standards for evaluating plans and specifications submitted for approval. The ACC shall determine whether the exterior design, color, building materials, appearance, setbacks, height, configuration and landscaping of the proposed Building harmonize with the natural and built environment, the aesthetic character of the other houses in the Sammamish Ridge Estates, and any other factors which affect the desirability or suitability of a proposed Building or alteration.

5.10 Exclusions

Plans and specifications for Buildings constructed or located by Developer or any affiliate shall not be subject to review or approval by the ACC, however, all Lot Owners, including Developer and any affiliate, shall comply with the Design Guidelines, if any.

5.11 Approval Procedures

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

5.12 Permits

No construction or exterior addition or change or alteration of any Building may be started or conducted on any Lot without the Lot Owner first obtaining a building permit and other necessary permits

from the proper local governmental authority and written approval of such permits from the ACC or, during the Development Period, the Developer.

5.13 Compliance with Codes

All Buildings shall conform to the requirements of the State of Washington codes (zoning, building, mechanical, electrical, plumbing) and local requirements required by City of Sammamish in force at the commencement of the construction. In all cases, ultimate responsibility for satisfying all such codes and requirements rests with the Lot Owner. The ACC shall have no responsibility for ensuring that plans and specifications which it reviews comply with relevant building and zoning codes and requirements. Neither the Association nor any member of the Board or the ACC or any person acting on behalf of the ACC shall be liable for any loss, cost or damage arising from or related to any defect in plans or specifications which have been approved by the ACC nor shall any member of the ACC or any person acting on behalf of the ACC be liable for any loss, cost or damage arising from or related to for any defect in a structure which was built pursuant to plans and specifications approved by the ACC.

5.14 Contractor

No Building may be constructed on any Lot or Tract other than by a contractor licensed as a contractor by the State of Washington without prior approval of the ACC.

5.15 Variances

The ACC shall have the authority to approve plans and specifications which do not conform to these restrictions set forth in this ARTICLE 5 and/or the Design Guidelines in order to (a) overcome practical difficulties or (b) prevent undue hardship from being imposed on a Lot Owner as a result of applying the restrictions. However, such variances may only be approved in the event the variances will not (x) have a substantial detrimental impact on the overall appearance of the Property, (y) impair the attractive development of the Property, or (z) adversely affect the character of nearby Lots or Common Areas. Granting such a variance shall not constitute a waiver of the restrictions articulated in this Declaration.

5.16 Enforcement

In any judicial action to enforce a determination of the ACC, the losing party shall pay the prevailing party's reasonable attorneys' fees and costs incurred, whether such attorneys' fees and costs are incurred before or during trial, on appeal, in enforcement of a judgment or in bankruptcy.

5.17 Entry for Inspection

Any agent, officer or member of the Board, ACC or the Developer may, upon twenty-four (24) hours' notice during construction or exterior remodeling, enter and inspect the structure to determine if there has been compliance with the provisions of this Declaration. The above-recited individuals shall not be deemed guilty of trespass for such entry or inspection. The Association is hereby granted an easement over, upon and across the Lots and Common Areas for the purpose of making and carrying out such inspections.

ARTICLE 6 BUILDING AND LANDSCAPING RESTRICTIONS

6.1 Temporary Structures

No structure of a temporary character, including but not limited to a trailer, recreational vehicle, basement, tent, shack, garage, barn, or other outbuilding, shall be used on any Lot or Tract at any time as a residence, either temporarily or permanently. No vehicles parked in public rights-of-way may be used temporarily or permanently for residential purposes. All such structures shall be removed at the expense of the Owner of the Lot on which such structure is located.

6.2 Landscaping

Landscaping, screening, hedges and trees shall not be planted on Lots in locations which will adversely impact the safe sight distance at driveways and street intersections. Yard art must be approved by the ACC prior to installation.

6.3 Dog Runs and Enclosures

Proposed dog runs and enclosures must be approved by the ACC prior to their construction. All dog runs which could be visible from the street, side or rear yard of another Lot shall be fully screened with landscape material approved by the ACC prior to installation.

6.4 Accessory Structures

Accessory Structures must be approved by the ACC prior to installation or construction. The ACC shall determine what constitutes an Accessory Structure. Accessory Structures shall be subject to height and other restrictions determined by the ACC. No Accessory Structure shall be located on a Lot or Tract where it unreasonably interferes with the quiet enjoyment of other Lot Owners, and must be set back at least twenty feet (20') from all Lot boundary lines.

6.5 Signs

No signs, billboards or other advertising structure or device shall be displayed to the public outlook on any Lot or Tract, except that one sign not to exceed four (4) square feet in area may be placed on a Lot to offer the Lot for sale or rent. All such signs shall be of a quality equivalent to those used by Developer. Furnished model homes may have more than one sign for advertising purposes. Signs may be used by the Developer, or an agent of Developer, to advertise the Lots during the construction and sale period. Notwithstanding the foregoing, a Lot Owner or resident may display political yard signs on the Owner's or resident's Lot for the sixty (60) days immediately before any primary or general election, or such longer period as may be permitted by applicable law. The ACC may remove any sign placed on any Lot or Common Area violation of these restrictions.

6.6 Outdoor Lighting

All outdoor or area lighting shall be designed and positioned to ensure that the light source is not directed toward any other house within the Property. No outdoor flood lighting, including but not limited to sport court lighting, shall be allowed unless approved by the ACC. Low voltage landscape lighting is encouraged and permitted, except that it may not be directed into neighboring properties.

6.7 Satellite Dishes

A Lot Owner may install, use and maintain, at the Owner's sole cost and expense, an antenna, satellite dish or other device for the transmission or reception of television or radio (including ham radio) signals, or any other similar device ("Satellite Dish") on the Owner's Lot so long as such installation, use and maintenance complies with this Section. Satellite Dishes must have a diameter or diagonal measurement of one (1) meter or less. Larger Satellite Dishes are prohibited. Lot Owners desiring to install a Satellite Dish are encouraged, but not required, to notify the Association in writing at least ten (10) days prior to installation with a description of the Satellite Dish and the location of the intended installation. In any event, the Lot Owner shall notify the ACC within five (5) days after the installation of the Satellite Dish. The ACC shall review the location and determine whether an alternative, less obtrusive location can be used. Satellite Dishes should be screened from view from the street and the Common Areas when possible. However, a Lot Owner may install a Satellite Dish without such screening if the Lot Owner desiring to install such device demonstrates to the Association that such screening would unreasonably delay or prevent installation, maintenance, or use of the Satellite Dish, unreasonably increase the cost of installation, maintenance or use of Satellite Dish, or preclude reception of an acceptable quality signal. The ACC may (a) require additional screening and/or the painting of the video antenna to match the color of the home so long as such action does not unreasonably interfere with the signal strength or (b) require the relocation of the Satellite Dish, if the ACC demonstrates that an alternative location may be used that is less visible or less obtrusive, but still does not unreasonably delay or prevent installation, maintenance, or use of the Satellite Dish, unreasonably increase the cost of installation, maintenance or use of Satellite Dish, or preclude reception of an acceptable quality signal.

6.8 Fences

Decorative metal fences, hedges and other passive fencing are permitted subject to the approval of the ACC. Cedar fences are prohibited.

ARTICLE 7 USE RESTRICTIONS

7.1 Residential Use

All Lots shall be used solely for private single family residential purposes; provided, however, that upon written request by a Lot Owner, the Board may allow a Lot Owner to conduct a home business within a Lot provided that (i) the existence or operation of the home business is not apparent or detectable by sight, sound or smell from the exterior of the Lot; (ii) the home business conforms to all applicable zoning requirements; (iii) the home business does not involve employees, clients, customers, tradesmen, students, suppliers, or others that come to the Lot in connection with such in-home business; (iv) the home business does not increase the liability or casualty insurance obligation or premium of the Association; and (v) the home business does not constitute a nuisance or hazardous or offensive use, as determined in the sole discretion of the Board.

7.2 Unreasonable Interference

No Lot, Tract or Common Area shall be used in any manner which unreasonably interferes with other Lot Owners' right to use and enjoy their respective Lots or Common Areas. The Board or, during the Development Period, the Developer shall determine whether any given use of a Lot, Tract or Common Area unreasonably interferes with those rights and such determinations shall be conclusive.

7.3 Nuisances and Untidy Conditions

No noxious or offensive activity shall be conducted on any Lot, Tract or Common Area nor shall anything be done or maintained on the Property which may be or become an activity or condition which unreasonably interferes with the right of other Lot Owners to use and enjoy any part of the Property. No activity or condition shall be conducted or maintained on any part of the Property which detract from the value of the Property as a residential community. No untidy or unsightly condition shall be maintained on the Property. No outdoor activity, including, but not limited to, noise, sports playing and/or music, shall continue past the curfew time established by applicable City Ordinance, if any, or if no curfew is established by City Ordinance, then as established by the Association.

7.4 Mining

No oil drilling, oil development operations, oil refining, quarrying, or mining operation of any kind shall be permitted on or in any Lot or Tract, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted on or in any Lot or Tract. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or Tract.

7.5 Animals

No animals, other than dogs, cats, caged birds, tanked fish and other conventional small household pets, may be kept on any Lot. Animals shall not be allowed to run at large. Animals shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside the house. Lot Owners shall be responsible for the removal of their animal's waste wherever it is deposited within the Property. Dog runs and enclosures shall be kept clean and odor free at all times. The Association shall have the right to exclude any animal from the Property even though it allows other animals to remain. No animal shall be allowed to make an unreasonable amount of noise or become a nuisance, as determined by the Board, at its sole discretion. The Board may after notice and an opportunity to be heard, require the removal of any animal which the Board in the exercise of reasonable discretion finds to be not well mannered or to be disturbing to other Lot Owners unreasonably, and may exercise this authority for specific animals even though other animals are permitted to remain. The Association shall be entitled to attorneys' fees for any action taken to collect such fines in accordance with the provisions of Section 4.11. If an Owner violates provisions of this Article regarding pens and enclosures on more than two (2) occasions, the Board may require the Owner to remove such structure.

7.6 Dock and Moorage

The docks and moorage slips on the Beach Property are for use by the Lot Owners and their tenants only, subject to the terms set forth in this Section 3.5 and such rules and regulations as the Association shall adopt from time to time, including rules regarding size limits, assignment of moorage slips, and transfer of moorage slips. Only persons actually residing on a Lot may use the moorage slips; an Owner who does not reside on the Lot because the Owner has leased the Lot to a third party, shall not use the moorage, and a tenant may only use the moorage during the period that the tenant resides upon the Lot.

7.7 Delegation of Use and Responsibilities

Any Lot Owner may delegate the Owner's right of enjoyment of Common Areas to members of the Owner's family, the Owner's tenants or contract purchasers who reside on the Lot. In the event a Lot Owner rents or leases the Owner's Lot, a copy of this Declaration, as well as any rules and regulations that may be adopted by the Association, shall be delivered by the Owner to the prospective renter at the time of commitment to the rental agreement. Each Owner shall also be responsible for informing guests and service

personnel of the contents of this Declaration, as well as any rules and regulations that may be adopted by the Association as they may relate to appropriate community behavior.

7.8 Water

Each Owner shall be entitled to share in the community Water System. The Association may adopt rules and regulations which control the use of water, and may enforce such rules and regulations as set forth in this Declaration.

7.9 Protection of Trees

Lot Owners shall not cut down or remove any trees located in the Common Areas or any Tract. Lot Owner shall not cut down or remove trees located within the Owner's Lot which would cause a violation of restrictions related to the "Designated Inglewood Drainage Basin" or other regulations established by the City of Sammamish, including but not limited to restrictions prohibiting clearing more than thirty percent (30%) of any Lot's area. Lot Owners may cut down or remove any hazardous trees located on the Lot Owner's Lot provided the Lot Owner obtains necessary permits or approvals from the City of Sammamish.

7.10 Wetlands Buffer

The Association shall monitor and maintain any wetlands or wetlands buffer located on the Common Areas, and each Lot Owner shall monitor and maintain any wetlands or wetlands buffer located on its Lot, in accordance with City of Sammamish ordinances and rules and regulations as they are now existing or are subsequently amended.

7.11 Tract A

Tract A is an access tract for Lots 6 and 7. Tract A is owned by the Owners of Lots 6 and 7, and shall be maintained and repaired by the Owners of Lots 6 and 7, and their successors in interest, at their sole costs and expense. Tract A shall not be a Common Area and the Association shall not be responsible for the maintenance or repair of Tract A. Any maintenance agreements between the Owners of Lots 6 and 7 shall be in writing and recorded with the King County Recorder's Office.

7.12 Prescriptive Easement and Motorized Vehicles

All owners and the homeowners' association waive any right they may have now or in the future to claim a prescriptive easement or other property rights to use the City Parks Properties as access to the docks. Residents shall not have motorized access to the docks.

ARTICLE 8 ENFORCEMENT

8.1 Rules and Regulations

The Board is hereby authorized and empowered to adopt the rules and regulations governing the use of the Property and the personal conduct of the Lot Owners and their guests thereon, and to impose fines and other penalties for the infraction of any covenant set forth in the Governing Documents. The Board shall notify all Lot Owners in writing within thirty (30) days of the adoption of said rules and regulations.

8.2 Enforcement

The Board may enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Governing Documents by any proceeding at law or in equity. During the Development Period, the Developer may exercise this enforcement power on behalf of the Association.

8.3 Violations

The Board, Developer or their authorized representative shall give written notice of a violation of the restrictions of the Governing Documents to the Lot Owner or occupant, who shall have ten (10) days from the date of receipt of said written notice to take whatever actions are necessary to remedy said violation. If the Lot Owner or occupant fails to comply within said ten (10) day period, the Board, Developer or their authorized representative may take whatever actions are necessary to bring the Lot Owner into compliance with these restrictions, including but not limited to levying reasonable fines after notice and an opportunity to be heard. The Lot Owner in violation shall be responsible for paying all costs associated with enforcing these restrictions (including attorneys' fees) and the Association may collect such amounts as provided in 3.6. Said Lot Owners hereby grant to the Association an express easement for the purpose of enforcing these restrictions.

8.4 Remedies

The remedies provided herein for collection of any assessment, charge or claim against any Lot Owner, for and on behalf of the Association or Developer, are in addition to, and not in limitation of, any other remedies provided by law.

8.5 Waiver

The failure of the Association, the Developer, any Lot Owner or any of their duly authorized agents to insist in any one or more instances upon the strict performance of or compliance with the Governing Documents or to exercise any right or option contained therein, or to serve notice or to institute any action or summary proceedings, shall not be construed as a waiver or relinquishment of such right for the future, such enforcement right shall continue and remain in full force and effect. No waiver of any provision of the Governing Documents shall be deemed to have been made, either expressly or impliedly, unless such waiver shall be in writing and signed pursuant to a resolution of the Board. The receipt by the Association of payment of any assessment with knowledge of any breach of any covenant hereof shall not be deemed a waiver of such breach.

8.6 Costs and Attorneys' Fees

If any authorized person or entity employs an attorney to enforce any provision of the Governing Documents, the prevailing party in such action shall be entitled to the award of reasonable attorneys' fees and costs incurred in said action whether such fees and costs are incurred in negotiation, mediation, arbitration, litigation, appeal, bankruptcy or pre- or post-judgment collection.

ARTICLE 9 MORTGAGEE PROTECTION

The following provisions shall apply to and benefit each holder of a mortgage or beneficiary of a deed of trust given for the purpose of obtaining funds for the construction or purchase of a Building on any Lot or the improvement of any Lot ("Mortgagee" herein), notwithstanding and prevailing over any other provisions of the Governing Documents or any management agreements.

9.1 Before Possession

Prior to the time a Mortgagee is entitled to possession of a Lot, such Mortgagee shall not be personally liable for the payment of any Assessment or charge, or for the observance or performance of any covenant, restriction, regulation, rule, Bylaw or management agreement, except for those matters which are

enforceable by injunctive or other equitable relief, not requiring the payment of money, as hereinafter provided.

9.2 During Foreclosure

During the pendency of any proceeding to foreclose said mortgage or deed of trust, the Mortgagee may exercise any or all of the rights and privileges of the Lot Owner of the mortgaged Lot, including, but not limited to, the right to vote as a Member of the Association to the exclusion of the Lot Owner's exercise of such rights and privileges.

9.3 During Possession

At such time as said Mortgagee shall become entitled to possession of the Lot, the Mortgagee shall be subject to all of the terms and conditions of the Governing Documents, including, but not limited to, the obligation to pay for all Assessments and charges accruing thereafter, in the same manner as the Lot Owner; provided, however, the Mortgagee shall acquire the title to said Lot free and clear of any lien authorized by or arising out of any provisions of this Declaration which secures the payment of any Assessment for charges accrued prior to the date said Mortgagee became entitled to possession of the Lot.

9.4 Unpaid Assessments

If it is deemed necessary by the Association, any unpaid Assessment against a Lot foreclosed against may be treated as a common expense of the other Lots. Any such unpaid Assessments shall continue to exist as a personal obligation of the defaulting Lot Owner of the respective Lot.

ARTICLE 10 DEVELOPMENT PERIOD; DEVELOPER'S RIGHTS DURING THAT PERIOD

10.1 Development Period

The term "Development Period" shall mean that period of time from the date of recording this Declaration until the date when all original Lots have been sold, but in any event the Development Period shall terminate ten (10) years after the recording of this Declaration. Notwithstanding the foregoing, the Developer, at its option, may elect to terminate the Development Period at any time by recording with the King County Recorder a Notice of Termination of Development Period referencing this Declaration and stating that the Development Period is terminated.

10.2 Developer's Authority During Development Period

Until the termination of the Development Period, the Developer hereby reserves for itself, its successors or assigns, all of the rights, powers and functions of the Association, or the Board thereof, which shall be exercised and/or performed solely by the Developer without further authority from or action by the Members during the Development Period, the Developer shall have no obligation to publish financial statements, hold meetings or otherwise account to or consent with the Members, except as otherwise expressly required herein. Upon termination of the Development Period, administrative power and authority for management of the Property shall pass to the Board of Directors and Members as provided in the Governing Documents.

10.3 Dedication to Governmental Entities

Until the termination of the Development Period, Developer reserves the right to withdraw any undeveloped part of the Property from this Declaration and to dedicate, transfer or convey to any state, county, municipal or other governmental entity any such part of the Property. The rights reserved to Developer in this Section 11.3 shall be exercised by Developer at Developer's sole discretion.

ARTICLE 11 AMENDMENT OR TERMINATION OF DECLARATION

11.1 Developer's Reserved Rights

The Developer reserves the right and, on behalf of all Lot Owners, is hereby authorized to execute and to have recorded any amendments to this Declaration it deems necessary prior to the termination of the Development Period. All Lot Owners hereby grant to the Developer a full and complete power of attorney to take those actions and agree that said amendments shall be binding upon their respective Lots and them and their assigns to the same extent as if they had personally executed said amendments. All Lot Owners hereby acknowledge and agree that the power of attorney granted herein shall be deemed coupled with an interest and shall be irrevocable.

11.2 Amendment by Members

After termination of the Development Period, this Declaration may be amended upon (a) approval by a vote of seventy percent (70%) of the Members in attendance at a meeting duly called for said purpose at which a quorum is present or (b) by written agreement of seventy percent (70%) of all Members. If the approval is at a meeting, votes shall be cast by written ballot either in person or by proxy. The notice of said meeting shall include a copy of the proposed amendment.

11.3 Power of Attorney

All Lot Owners hereby grant to the Association (and Developer during Development Period) a full and complete power of attorney to take any and all actions necessary to effectuate and record any amendment and agree that said amendment when authorized and recorded as provided in this Article shall be binding upon their property and them and their respective legal representatives, heirs, successors and assigns to the same extent as if they had personally executed said amendment. All Lot Owners hereby acknowledge and agree that the power of attorney herein granted shall be deemed coupled with an interest and shall be irrevocable.

11.4 Termination

This Declaration, including but not limited to any and all easements created herein, may be terminated following termination of the Development Period upon written agreement of a majority of all Members. After such agreement, the President and Secretary of the Association, for and on behalf of the Lot Owners, shall execute and record notice of said termination. Said termination shall be effective upon recording. Upon termination of this Declaration, the Association shall be dissolved and the Association's affairs shall be wound up.

ARTICLE 12 LIMITATION OF LIABILITY; INDEMNIFICATION

12.1 Limitation of Liability

No person who serves as a member of the Board (including the initial Board) or as an officer of the Association (including Developer) shall be personally liable to the Association or any Lot Owner or any other party for conduct as a member of the Board and shall be protected to the fullest extent permitted by law. If Washington State Law is amended after adoption of this Declaration, then the liability of each Board Member and officer of the Association shall be limited to the full extent permitted by the Washington State Law, as so amended. No repeal or modification of this Section 12.1 shall adversely affect any right or protection of a Board Member existing at the time of such repeal or modification.

12.2 Indemnification

The Association shall indemnify and hold all persons who serve as a member of the Board or the initial Board or as a Board Member and officer of the Association (including Developer, to the extent Developer acts in any such capacity), harmless to the full extent permitted by Washington State Law as it now exists or as it is amended hereafter. This indemnification shall continue as to a person who has ceased to be a Board Member and/or officer and shall inure to the benefit of that person's heirs, personal representatives, or assigns. The Association may, upon written request, advance expenses incurred by the Board Members and/or officers entitled to this indemnification. If a claim for indemnification or advance of expenses is not paid within sixty (60) days after a written claim has been received by the Association, the claimant may sue the Association to recover any unpaid amount. If successful, the claimant shall be entitled to reasonable costs and attorneys' fees.

In addition, the Association shall have the power to indemnify an officer who is not a Board Member, as well as employees and agents of the Association who are not Board Members (including the Developer), to the full extent permitted by Washington State Law as it now exists or is amended hereafter. Whether an officer, agent or employee who is not a Board Member should be indemnified and the amount of indemnification to be provided shall be determined by general or specific action of the Board of Directors.

The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Board Member, officer, employee, or agent of the Association against any liability asserted against him and incurred by him in such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of Washington State Law.

The Association shall indemnify, defend and hold any Board Member or officer harmless for any obligation of the Association which the Board Member or officer personally guaranteed, so long as that Association obligation has been authorized and/or ratified by the Board of Directors as provided for in the Bylaws.

If any provision of this Section 12.2 is in violation of the Washington State Law in effect at the time of the request for indemnification, then that provision shall be automatically modified to provide the broadest indemnification available under the existing Washington State Law.

The rights to indemnification, limitation of liability, and to the advancement of expenses conferred in Sections 12.1 and 12.2 shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the Association's Articles of Incorporation, Bylaws, agreement, or vote of Members, disinterested Board Members or otherwise.

ARTICLE 13 GENERAL PROVISIONS

13.1 Subordination

A breach of any of the provisions contained herein or any reentry by reason of such breach shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said premises or any part thereof; but said provisions shall be binding upon and effective against any Lot Owner of said premises whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

13.2 Notice

Any notice required by the Governing Documents shall be deemed properly given if mailed by ordinary mail to the last address provided to the Developer or the Association or such other procedures as may be set forth in the Bylaws. If no mailing address has been provided, such notice shall be addressed to the address of the Lot. Such notices shall be deemed received three (3) days after it has been deposited in the U.S. mail.

13.3 Examination of Records

Any Lot Owner may examine the books and records of the Association on reasonable advance notice during working hours at the offices of the Association at Lot Owner's own expense. At least annually, the Board shall prepare, or cause to be prepared, a financial statement of the Association. The Board may, at its sole discretion, obtain an audit of all books and records pertaining to the Association at such intervals as the Board shall determine, and copies shall be furnished to the Lot Owners. Such audit obtained by the Board shall be a common expense.

13.4 Severability

Invalidation of any provision of this Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

13.5 Gender

This Declaration is to be read and understood with all appropriate changes of a number and gender as required by the context.

13.6 Headings

The captions in this Declaration are for convenience only and do not in any manner affect, limit, or amplify the provisions hereof.

[Signature page follows.]

Dated: 8/13, 2018

DEVELOPER:

STEVE BURNSTEAD CONSTRUCTION LLC,
a Washington limited liability company

By: [Signature]
Leo Suver, President

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

THIS IS TO CERTIFY that on this 13 day of August, 2018, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, came LEO SUVER, personally known or having presented satisfactory evidence to be the President of Steve Burnstead Construction LLC, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

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



Melissa Kinnee
Print Name: Melissa Kinnee
Notary Public in and for the
State of Washington, residing at
Kirkland
Expiration Date: 12/19/19

EXHIBIT A-1

LEGAL DESCRIPTION OF PROPERTY

LOTS 1 THROUGH 12 AND TRACT A, ESTATES AT SAMMAMISH RIDGE BOUNDARY LINE ADJUSTMENT, CITY OF SAMMAMISH BOUNDARY LINE ADJUSTMENT NO. BLA 2014-00221, RECORDING NO. 20150421900016, RECORDS OF KING COUNTY, WASHINGTON.

TOGETHER WITH:

THAT PORTION OF THE SOUTHERLY 100.00 FEET OF THE NORTHERLY 650.00 FEET OF GOVERNMENT LOT 4, SECTION 18, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING WESTERLY OF THE NORTHERN PACIFIC RAILWAY RIGHT-OF-WAY, TOGETHER WITH SHORE LANDS OF THE SECOND CLASS, AS CONVEYED BY THE STATE OF WASHINGTON, SITUATE IN FRONT OF, ADJACENT TO OR ABUTTING THEREON.

AND

THAT PORTION OF GOVERNMENT LOT 4 WHICH LIES WESTERLY AND NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT OF INTERSECTION OF THE NORTHERLY LINE OF SAID GOVERNMENT LOT 4 WITH THE EASTERLY MARGIN OF EAST LAKE SAMMAMISH COUNTY ROAD; THENCE SOUTHERLY ALONG SAID ROAD MARGIN 750 FEET; THENCE WESTERLY, PARALLEL WITH SAID NORTHERLY LINE, TO THE SHORE LINE OF LAKE SAMMAMISH AND THE TERMINUS OF SAID LINE. EXCEPT PORTION THEREOF LYING WITHIN THE NORTHERLY 650 FEET OF SAID GOVERNMENT LOT 4; TOGETHER WITH SHORE LANDS OF THE SECOND CLASS, AS CONVEYED BY THE STATE OF WASHINGTON, SITUATE IN FRONT OF, ADJACENT TO OR ABUTTING THEREON; EXCEPT PUBLIC ROADS EXCEPT NORTHERN PACIFIC RAILROAD COMPANY RIGHT-OF-WAY.

EXHIBIT A-2

LEGAL DESCRIPTION OF BEACH PROPERTY

THAT PORTION OF THE SOUTHERLY 100.00 FEET OF THE
NORTHERLY 650.00 FEET OF GOVERNMENT LOT 4, SECTION
18, TOWNSHIP 25 NORTH, RANGE 6 EAST W.M., IN KING
COUNTY, WASHINGTON, LYING WESTERLY OF THE
NORTHERN PACIFIC RAILWAY RIGHT-OF-WAY;
TOGETHER WITH SHORE LANDS OF THE SECOND CLASS, AS
CONVEYED BY THE STATE OF WASHINGTON, SITUATE IN
FRONT OF, ADJACENT TO OR ABUTTING THEREON.

AND

THAT PORTION OF GOVERNMENT LOT 4 WHICH LIES
WESTERLY AND NORTHERLY OF THE FOLLOWING
DESCRIBED LINE:

BEGINNING AT A POINT OF INTERSECTION OF THE
NORTHERLY LINE OF SAID GOVERNMENT LOT 4 WITH THE
EASTERLY MARGIN OF EAST LAKE SAMMAMISH COUNTY
ROAD;
THENCE SOUTHERLY ALONG SAID ROAD MARGIN 750 FEET;
THENCE WESTERLY, PARALLEL WITH SAID NORTHERLY
LINE, TO THE SHORE LINE OF LAKE SAMMAMISH AND THE
TERMINUS OF SAID LINE.
EXCEPT PORTION THEREOF LYING WITHIN THE
NORTHERLY 650 FEET OF SAID GOVERNMENT LOT 4;
TOGETHER WITH SHORE LANDS OF THE SECOND CLASS, AS
CONVEYED BY THE STATE OF WASHINGTON, SITUATE IN
FRONT OF, ADJACENT TO OR ABUTTING THEREON;
EXCEPT PUBLIC ROADS
EXCEPT NORTHERN PACIFIC RAILROAD COMPANY RIGHT-
OF-WAY.