

This Declaration, made on the date hereinafter set forth by THE WOODSIDE CORPORATION, a Washington corporation, hereinafter referred to as "Declarant," WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of King, State of Washington, which is more particularly described as:

The northwest quarter of the northwest quarter AND the west half of the southwest quarter of the northwest quarter of Section 21, Township 26 North, Range 5 East, W. M. AND the southwest quarter of the southwest quarter of Section 16, Township 26 North, Range 5 East W. M., King County, Washington, all of which is hereinafter included within "The Properties."

Notwithstanding the foregoing, Declarant is no longer the owner of the following lots of the High Woodlands Addition and such lots shall only be concluded within the provisions of this Declaration at such respective times as the respective owners of such lots shall execute consents to the provisions of this Declaration, such consent to be subject to such conditions as the Association may provide, whereupon, for all purposes, such lots shall enjoy the benefits and be subject to the obligations of this Declaration: Lots 1, 5 and north 5 ft. of Lot 4, lots 13, 19, 21, 22, 23, 24 and 38 in block 3, lots 3, 9, 16, 12 and 14, block 4, The High Woodlands; and

WHEREAS, Declarant will convey the said properties, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth;

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

#### ARTICLE I DEFINITIONS:

Section 1. "Association" shall mean and refer to The High Woodlands Homeowners Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association, and, without limiting the generality of the foregoing, shall include the following-described property situate within King County, Washington:

Portions of the southwest quarter of section 16 and the northwest quarter of section 21, all in township 26 north, range 5 East, W. M., more particularly described as follows:

Beginning at the section corner common to sections 16, 17, 20 and 21, township 26 north, range 5 East W. M.; thence along the west line of said section 21 south 02° 31' 16" west 62.71 feet; thence south 87° 28' 44" east 307.27 feet; thence north 54° 54' 27" east 180.0 feet; thence north 35° 05' 33" west 390.0 feet; thence north 64° 30' 00" east 55.0 feet; thence north 25° 30' 00" west 152.0 feet; thence south 66° 36' 10" west 56.16 feet; thence south 89° 59' 39" west 160.0 feet to a point on the west line of the above said section 16; thence along said west line south 00° 00' 21" east 485.0 feet to the true point of beginning.

But such property shall be subject to such easements for water, storm or sanitary sewer, electrical transmission, and any other utility easements that Declarant may hereafter provide or reserve.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, but shall not include a contract seller or a mortgagee.

Section 7. "Declarant" shall mean and refer to The Woodside Corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

#### ARTICLE II ANNEXATION OF ADDITIONAL PROPERTIES:

Section 1. If within three years of the date of incorporation of this Association, the Declarant should develop additional lands within one-half mile of the Properties, such additional lands may be annexed to said Properties without the assent of the Class A members; provided, however, that the development of the additional lands described in this section shall be in accordance with a general plan submitted to the Federal Housing Administration. Detailed plans for the development of additional lands must be submitted to the Federal Housing Administration prior to such development. If the Federal Housing Administration determines that such detailed plans are not in accordance with the general plan on file and so advises the Association and the Declarant, the development of the additional lands must have the assent of two-thirds of the Class A members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. At this meeting, the presence of members or of proxies entitled to cast 60% of all of the votes of the Class A membership shall

(Continued)

constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

#### ARTICLE III - MEMBERSHIP:

Every person or entity who is a contract purchaser or record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, but excluding contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

#### ARTICLE IV - VOTING RIGHTS:

The Association shall have two classes of voting membership:

Class A. Class A members shall be all those Owners as defined in Article III with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article III. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant. The Class B member(s) shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article III, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

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

(b) on December 31, 1968.

#### ARTICLE V - PROPERTY RIGHTS:

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

(a) the right of the Association to limit the number of guests of members;

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

(c) the right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder;

(d) the right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 30 days for any infraction of its published rules and regulations;

(e) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of the Class A membership and two-thirds (2/3) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than 30 days nor more than 60 days in advance; and

(f) Right of Declarant or its assigns to grant or reserve any easement for any utility uses, whether for water, sewer, light, gas or other utility.

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

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, within two years of this date, such conveyance to be subject to reservation of such easements as Declarant may, in its sole discretion, deem advisable for sewer, water, electricity, gas, telephone, or any other utilities.

#### ARTICLE VI - COVENANT FOR MAINTENANCE ASSESSMENTS:

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the Properties, hereby covenants, and each Owner of any Lot by executing this instrument or by executing a separate instrument consenting hereto, or by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

(Continued)

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties and in particular for the improvement and maintenance of the Properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the homes situated upon the Properties.

**Section 3. Basis and Maximum of Annual Assessments.**

(a) The maximum annual assessment shall be \$60.00 for each lot except that it may be increased effective January 1 of each year after the first year of assessments without a vote of the membership in conformance with the annual rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D. C.) for the preceding month of July.

(b) From and after January 1, 1967, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the members for the next succeeding five years and at the end of each such period of five years, for each succeeding period of five years, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(c) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

**Section 4. Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

**Section 5. Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

**Section 6. Quorum for Any Action Authorized Under Sections 3 and 4.** At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 7. Date of Commencement of Annual Assessments: Due Dates.** The annual assessments provided for herein shall commence at such time as the Board of Directors shall provide. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

**Section 8. Effect of Nonpayment of Assessments: Remedies of the Association.** Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten per cent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

**Section 9. Subordination of the Lien to Mortgages or Deed of Trust.** The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof or any sale under a deed of trust, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**Section 10. Exempt Property.** The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority and (b) the Common Area.

**ARTICLE X - USE RESTRICTIONS:**

**LAND USE AND BUILDING TYPE:** No lot shall be used except for residential purposes, except for land designated on the recorded plat or on plats for other High Woodlands Additions as "Park Area," and except the property described for Park Area or Common Area in Section 3 of Article I of this Declaration. No building shall

(Continued)

be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two stories in height and a private garage for not more than two cars.

**TEMPORARY STRUCTURES AND USE:** No temporary structure for the purpose of storing building materials and for equipment shall be allowed to remain on any lot longer than one month after completion of dwelling thereon, nor shall said temporary structure be allowed to be erected thereon sooner than one month prior to commencement of construction of dwelling. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuildings shall be used on any lot, or on the adjacent street, at any time as a residence either temporarily or permanently.

**LOT SIZE AND FRONTAGE:** No residential structure shall be erected or placed on any building plot, which plot has an area of less than 7200 square feet, or a width of less than 60 feet at the front building setback line. The narrower side of a corner lot abutting a street shall be considered the front regardless of the location of the principal entrance of the dwelling.

**DWELLING COST, QUALITY AND SIZE:** No dwelling shall be permitted on any lot at a cost of less than \$11,000.00, exclusive of land, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size, which shall be not less than 950 square feet of living area on the main floor for one-story dwellings, nor less than 800 square feet for a dwelling of more than one story.

**BUILDING LOCATION:** No building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 50 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

**ARCHITECTURAL CONTROL:** No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design and finish grade elevations. No fence, hedge or a wall shall be erected, placed on any lot nearer to any street than the building setback line unless similarly approved. The architectural control committee is composed of Walter B. Williams, 701 Second Avenue; Kirby D. Walker, 701 Second Avenue; and Ray Larsen, 701 Second Avenue, Seattle, Washington. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. The committee's approval or disapproval as required in these covenants, shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it in writing, or in the event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

**EASEMENTS:** Easements for drainage facilities are reserved over a 2-1/2 foot-wide strip along each side of interior lot lines and over the rear 5 feet of each lot. Easements for installation and maintenance of other utilities are reserved as shown on the recorded plat or other instrument of record.

**SEWAGE DISPOSAL:** No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of King County Health Department. Approval of such system as installed shall be obtained from such authority.

**SIGNS:** No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one foot square, one sign of not more than five square feet advertising the property for sale, or rent, or signs used by a builder to advertise the property during the construction and sales period.

**OIL AND MINING OPERATIONS:** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

**LIVESTOCK AND POULTRY:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept in compliance with existing laws and regulations and provided that they are not kept, bred or maintained for any commercial purposes.

**NUISANCES:** No business, offensive trade or noxious activity shall be carried on upon any residential lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

**GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

**WATER SUPPLY:** No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of King County Health Department. Approval of such system as installed shall be obtained from such authority.

(Continued)

**SIGHT DISTANCES AT INTERSECTIONS:** Fences, hedges, or garden walls shall be restricted to a maximum height of 6 feet above finished grade location of lot, and they shall not extend beyond the front of the house or garage whichever is the nearest to the street. On corner lots, the side of the house bordering the side or front street shall be the maximum distance a fence or wall is to be extended toward the street. No fence, wall, hedge or shrub planting which obstructs sight lines as elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street line, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sightline limitations shall apply on any lot within 10 feet from the intersections of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

**TERMS:** These protective covenants shall run with the land and shall be binding upon all parties hereto and all persons claiming under them for a period of 30 years from the date these covenants are recorded, at which time said covenants shall be automatically extended for subsequent periods of 10 years unless the owners of said lots, by a majority vote, agree to change said covenants in whole or part.

**ENFORCEMENT AND SEVERABILITY:** These protective restrictions and all of the conditions thereof shall attach to and pass with the said real property and each and every part and parcel thereof. If the parties hereto, or any of them or their heirs, executors, administrators or assigns, or successors in interest shall violate or attempt to violate any of the provisions of these protective restrictions, it shall be lawful for any other person or persons owning any of said real property to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of these provisions, either to prevent him from so doing, or the recovery of damages or other compensation for such violation. Invalidity of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. These restrictive mutual easements shall be deemed to be fully and sufficiently described or incorporated in any instruments or covenants by designating and referring to the same as "Protective Restrictions for The High Woodlands Addition."

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this instrument to be executed this 23rd day of September, 1966.

#### PLAT RESTRICTIONS

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