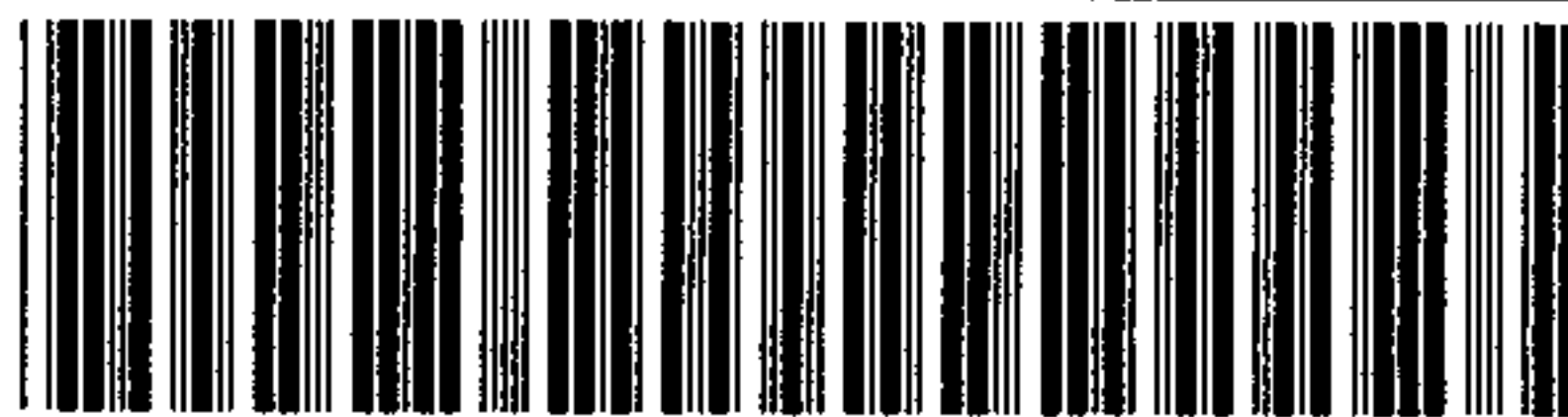


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Jornada Homeowners Association
c/o Around The Clock, Inc
422 W Titus St
Kent, Washington 98032
(253) 852-3000



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05/14/2003 10:40
KING COUNTY, WA

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

Grantor:	<u>JORNADA HOMEOWNERS ASSOCIATION</u>
Grantee:	<u>PLAT OF JORNADA</u>
Legal Description (abbreviated)	<u>PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 21 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN</u>
<input checked="" type="checkbox"/> Additional on	<u>EXHIBIT A</u>
Assessor's Tax Parcel ID #:	<u>112104-9012-05 112104-9030-03 112104-9013-04</u>
Reference Nos. of Documents Released or Assigned:	<u>N/A</u>

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

THIS DECLARATION is made by the Jornada Homeowners Association, a Washington nonprofit corporation ("Declarant")

WITNESSETH

WHEREAS, Declarant is the owner of the real property described in Section 2 1 of this Declaration (or, if not the owner, Declarant has the written consent of the owner to subject such property to the provisions of this Declaration), and

WHEREAS, Declarant desires to subject the real property described in Section 2 1 hereof to the provisions of this Declaration to create a residential community of single-family housing;

NOW, THEREFORE, Declarant hereby declares that the real property described in Section 2 1 of this Declaration, including the improvements constructed or to be constructed thereon, is hereby subjected to the provisions of this Declaration and shall be held, sold, transferred, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments and liens, hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property herby or hereafter made subject hereto, and shall be binding on all persons having any right, title or interest in all or any portion of the real property now or hereafter made subject hereto, their respective heirs, legal representatives, successors-in-title and assigns and shall inure to the benefit of each and every owner of all or any portion thereof

ARTICLE 1.

DEFINITIONS

1.1. WORDS DEFINED. The following words, when used in this Declaration or in any Supplementary Declaration (unless the context shall prohibit), shall have the following meanings:

1.1.1. "Association" shall mean Jornada Homeowners Association, a Washington nonprofit corporation, its successors and assigns.

1.1.2. **"Board of Directors" or "Board"** of the Association shall be the appointed or elected body, as applicable, having its normal meaning under Washington law

1.1.3. **"Bylaws"** shall refer to the duly adopted Bylaws of Jornada Homeowners Association

1.1.4. **"Common Property"** shall mean any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners

1.1.5. **"Community"** shall mean and refer to that certain real property and interest therein described in **EXHIBIT A**, attached hereto

1.1.6. **"Community-Wide Standard"** shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board of Directors of the Association. Such determination, however, must be consistent with the Community-Wide Standard originally established by the Declarant

1.1.7. **"Declarant"** shall mean and refer to the Jornada Homeowners Association, a Washington nonprofit corporation, and its successors-in-title and assigns, provided any such successor-in-title or assign shall acquire for the purpose of development or sale of all or any portion of the remaining undeveloped or unsold portions of the real property described in **EXHIBIT A**, attached hereto, and provided further, in the instrument of conveyance to any such successor-in-title or assign, such successor-in-title or assign is designated as the "Declarant" hereunder by the grantor of such conveyance, which grantor shall be the "Declarant" hereunder at the time of such conveyance, provided, further, upon such designation of such successors Declarant, all rights of the former Declarant in and to such status as "Declarant" hereunder shall cease, it being understood that as to all of the property described in **EXHIBIT A**, attached hereto, which is now or hereafter subjected to this Declaration, there shall be only one "Declarant" hereunder at any one point in time

1.1.8. **"Lot"** shall mean any plot of land within the Community, whether or not improvements are constructed thereon, which constitutes or will constitute, after the construction of improvements, a single-family dwelling site as shown on a plat recorded in the land records of King County, Washington. The ownership of each Lot shall include, and there shall pass with each Lot as an appurtenance thereto, whether or not separately described, all of the right, title and interest of an Owner in the Common Property, which shall include, without limitation, membership in the Association.

1.1.9. **"Mortgage"** means any mortgage, deed of trust and any and all other similar instruments used for the purpose of encumbering real property in the Community as security for the payment or satisfaction of an obligation.

1.1.10. **"Mortgagee"** shall mean the holder of a Mortgage

1.1.11. **"Occupant"** shall mean any Person occupying all or any portion of a residence or other property located within the Community for any period of time, regardless of whether such Person is a tenant or the Owner of such property

1.1.12. **"Owner"** shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any Lot located within the Community, excluding, however, any Person holding such interest merely as security for the performance or satisfaction of any obligation.

1.1.13. **"Person"** means any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust, or other legal entity.

1.1.14. **"Supplementary Declaration"** means an amendment or supplement to this Declaration which imposes, expressly or by reference, additional restrictions and obligations on the land described therein, or both.

1.1.15. **"Total Association Vote"** means all of the votes attributable to members of the Association (including votes of Declarant), and the consent of Declarant so long as Declarant owns any property for development and/or sale in the Community

ARTICLE 2.

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, by the recording of this Declaration, subject to the covenants and restrictions hereafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to this Declaration is the real property described in **EXHIBIT A**, attached hereto and by reference made a part hereof

ARTICLE 3.

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

3.1. **MEMBERSHIP.** Every Person who is the record owner of a fee or undivided fee interest in any Lot that is subject to this Declaration shall be deemed to

have a membership in the Association. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more Persons, shall have more than one (1) membership per Lot. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided in this Declaration and in the Bylaws. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The rights and privileges of membership, including the right to vote and to hold office, may be exercised by a member or the member's spouse, but in no event shall more than one (1) vote be cast nor office held for each Lot owned.

3.2. VOTING. Members shall be entitled to one (1) vote for each Lot owned. When more than one (1) Person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as those Owners themselves determine and advise the Secretary prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended in the event more than one (1) Person seeks to exercise it.

ARTICLE 4.

ASSESSMENT

4.1 PURPOSE OF ASSESSMENT. The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and occupants of Lots, including the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

4.2. CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS. Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (a) annual assessments or charges; (b) special assessments, such assessments to be established and collected as hereinafter provided, and (c) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration, including, but not limited to, reasonable fines as may be imposed in accordance with the terms of this Declaration. All such assessments, together with continuing late charges, costs, including, without limitation, reasonable attorney's fees actually incurred, shall be a charge on the land and shall be a continuing lien upon the lot against which each assessment is made. Each such assessment, together with late charges, interest, costs, including without limitation, reasonable attorneys' fees actually incurred, shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment fell due. Each Owner shall be personally liable for the portion of

each assessment coming due while the Owner of a Lot, and each grantee of an Owner shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, provided, however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any first Mortgagee taking title through foreclosure proceedings or deed in lieu of foreclosure

4.2.1 The Association shall, within five (5) days after receiving a written request therefore and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot shall be binding upon the Association as of the date of issuance.

4.2.2 Annual assessments shall be levied equally on all similarly situated Lots and shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration, upon ten (10) days' written notice, of the annual assessment for delinquents. Unless otherwise provided by the Board, the assessment shall be paid in annual installments.

4.3. COMPUTATION. The Board shall prepare a budget covering the estimated costs of operating the Association during the coming year, which shall include a capital contribution or reserve in accordance with a capital budget separately prepared. The Board shall cause a summary of the budget and the assessments proposed to be levied against each Lot for the following year to be delivered to each member at least thirty (30) days prior to the end of the current fiscal year together with a notice of a meeting of the Owners to consider ratification of the budget. The meeting shall be held not less than fourteen (14) nor more than sixty (60) days after the mailing of such summary. The budget and the assessment shall become effective unless disapproved at a meeting by a Majority of the Total Association Vote whether or not a quorum is present. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

4.4. SPECIAL ASSESSMENTS. In addition to the other assessments authorized herein, the Association may levy special assessments from time to time if approved at a meeting by two-thirds (2/3) of the Total Association Vote. Special assessments shall be paid as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

4.5. LIEN FOR ASSESSMENTS. All sums assessed against any Lot pursuant to this Declaration, together with late charges, interest, costs, including, without limitation,

reasonable attorneys' fees actually incurred, as provided herein, shall be secured by a lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot, except for (a) liens for ad valorem taxes, or (b) liens for all sums unpaid on a first Mortgage or on any Mortgage to Declarant duly recorded in the land records of King County and all amounts advanced pursuant to such Mortgage and secured thereby in accordance with the terms of such instrument. All other Persons acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded in such records shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

4.6. EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION. Any assessments or installments thereof which are not paid when due shall be delinquent. The Association shall cause a notice of delinquency to be given to any member who has not paid within thirty (30) days following the due date. Any assessment or installment thereof delinquent for a period of more than sixty (60) days shall incur a late charge in an amount as the Board may from time to time determine. If the assessment is not paid within ninety (90) days, a lien, as herein provided, shall attach and, in addition, the lien shall include the principal amount due, all continuing late charges from the date first due and payable, all costs of collection, including, without limitation, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after twenty-four (24) months, the Association may, as the Board shall determine, institute suit to collect such amounts and/or to foreclose its lien. Each Owner, by acceptance of a deed or as a party to any other type of conveyance, vests in the Association or its agents the right and power to bring all actions against such Owner personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage or convey the same.

4.6.1 No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Lot. No diminution or abatement of any assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each Owner.

4.6.2 All payments shall be applied first to costs, then to late charges, then to interest and then to delinquent assessments

4.7. DATE OF COMMENCEMENT OF ASSESSMENTS. The assessments provided for herein shall commence as to a Lot subject to this Declaration on the first day of the month following the conveyance of such Lot to a Person who has not purchased such Lot for the purpose of construction of a residence and resale of such Lot and residence. Assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide. Lots which have not been so conveyed shall not be subject to assessment. The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year.

4.8. SPECIFIC ASSESSMENTS. The Board shall have the power to specifically assess pursuant to this Section as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. Fines levied pursuant to Section 12.1 of this Declaration and the costs of maintenance performed by the Association which the Owner is responsible for under Sections 5.1 and 5.2 of this Declaration shall be specific assessments. The Board may also specifically assess Owners for the following Association expenses (except for expenses incurred for maintenance and repair of items which are the maintenance responsibility of the Association as provided herein):

4.8.1. Expenses of the Association which benefit less than all of the Lots may be specifically assessed equitably among all of the Lots which are benefited according to the benefit received.

4.8.2. Expenses of the Association which benefit all Lots, but which do not provide an equal benefit to all Lots, may be assessed equitably among all Lots according to the benefit received.

4.9. BUDGET DEFICITS DURING DECLARANT CONTROL. For so long as the Declarant has the authority to appoint the directors and officers of the Association, Declarant may (a) advance funds to the Association sufficient to satisfy the deficit, if any, between the actual operating expenses of the Association (but specifically not including an allocation for capital reserves), and the sum of the annual, special and specific assessments collected by the Association in any fiscal year, and such advances shall be evidenced by promissory notes from the Association in favor of the Declarant, or (b) cause the Association to borrow such amount from a commercial lending institution at the then prevailing rates for such a loan in the local area of the Community. The Declarant in its sole discretion may guarantee repayment of such loan, if required by the

lending institution, but no Mortgage secured by the Common Property or any of the improvements maintained by the Association shall be given in connection with such loan

ARTICLE 5.

MAINTENANCE; CONVEYANCE OF COMMON PROPERTY TO ASSOCIATION

5.1. ASSOCIATION'S RESPONSIBILITY. The Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair and replacement, subject to any insurance then in effect, of all landscaping and improvements situated on the Common Property. The Association shall also maintain: (a) all entry features for the Community including the expenses for water and electricity, if any, provided to all such entry features; (b) all storm water drainage facilities serving the Community, and (c) all property outside of Lots located within the Community which was originally maintained by Declarant.

5.1.1 The Association shall have the right, but not the obligation, to maintain other property not owned by the Association, whether within or without the Community, where the Board has determined that such maintenance would benefit all Owners.

5.1.2 In the event that the Association determines that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, or the family, guests, lessees or invitees of any Owner, and is not covered or paid for by insurance, in whole or in part, then the Association may perform such maintenance, repair or replacement at such Owner's sole cost and expense, and all costs thereof shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot of such Owner.

5.1.3 The foregoing maintenance shall be performed consistent with the Community-Wide Standard.

5.2. OWNER'S RESPONSIBILITY. Except as provided in Section 5.1 above, all maintenance of the Lot and all structures, parking areas, landscaping and other improvements thereon shall be the sole responsibility of the Owner thereof, who shall maintain such Lot in a manner consistent with the Community-Wide Standard and this Declaration. In the event that the Board of Directors of the Association determine that

any Owner has failed or refused to discharge properly any of such Owner's obligations with regard to the maintenance, repair, or replacement of items for which such Owner is responsible hereunder, the Association shall, except in an emergency situation, give the Owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The Owner shall have ten (10) days after receipt of such notice within which to complete such maintenance, repair, or replacement, or, in the event that such maintenance, repair, or replacement is not capable of completion within a ten (10) day period, to commence such work which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair, or replacement at such Owner's sole cost and expense, and all costs shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot.

5.3. CONVEYANCE OF COMMON PROPERTY BY DECLARANT TO ASSOCIATION. The Declarant may transfer or convey to the Association any personal property and any improved or unimproved real property, leasehold, easement, or other property interest. Such conveyance shall be accepted by the Association, and the property shall thereafter be Common Property to be maintained by the Association for the benefit of all or a part of its Members. Declarant shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to this Section.

ARTICLE 6.

USE RESTRICTIONS AND RULES

6.1. GENERAL. This Article sets out certain use restrictions which must be complied with by all Owners and Occupants. These use restrictions may only be amended in the manner provided in Section 12.4, hereof regarding amendment of this Declaration. In addition, the Board may, from time to time, without consent of the Members, promulgate, modify, or delete other use restrictions and rules and regulations applicable to the Community. Such use restrictions and rules shall be distributed to all Owners and Occupants prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, cancelled, or modified in a regular or special meeting by a Majority of the Total Association Vote.

6.2. RESIDENTIAL USE. All Lots shall be used for residential purposes exclusively. No business or business activity shall be carried on, in or upon any Lot at any time except that an Owner or occupant of a Lot may conduct business activities within the Lot so long as (a) the existence or operation of the business activity is not

apparent or detectable by sight, sound, or smell from outside the Lot; (b) the business activity conforms to all zoning requirements, (c) the business activity does not involve regular visitation of the Lot by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the Community, and (d) the business activity is consistent with the residential character of the Community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Community, as may be determined in the Board's sole discretion. This subsection shall not apply to any activity conducted by the Declarant or a builder approved by the Declarant with respect to its development and sale of any Lot.

6.3. ARCHITECTURAL STANDARDS. No exterior construction, alteration, addition, or erection of any nature whatsoever shall be commenced or placed upon any part of the Community, except such as is installed by the Declarant, or as is approved in accordance with this Section, or as is otherwise expressly permitted herein. No exterior construction, addition, erection, or alteration shall be made unless and until plans and specifications showing at least the nature, kind, shape, height, materials and location shall have been submitted in writing to and approved by an Architectural Review Committee. The Architectural Review Committee may be established such that it is divided into two (2) subcommittees, with one (1) subcommittee having jurisdiction over modifications and the other having jurisdiction over new construction. The Board may employ architects, engineers, or other Persons as it deems necessary to enable the Architectural Review Committee to perform its review. Written design guidelines and procedures may be promulgated for the exercise of this review. So long as the Declarant owns any property for development and/or sale in the Community, the Declarant shall have the right to appoint all members of the Architectural Review Committee. Upon the expiration or earlier surrender in writing of such right, the Board shall appoint the members of the Architectural Review Committee.

6.3.1 If the Architectural Review Committee fails to approve or to disapprove submitted plans and specifications within sixty (60) days after the plans and specifications have been submitted to it, approval will not be required, and this Section will be deemed to have been fully complied with. As a condition of approval under this Section, each Owner, on behalf of such Owner and such Owner's successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement and insurance to add on any change, modification, addition, or alteration. In the discretion of the Architectural Review Committee, an Owner may be made to verify such condition of approval by a recordable written instrument acknowledged by such Owner on behalf of such Owner and such Owner's successors-in-interest. The Architectural Review Committee shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions. Any member of the Board or its

representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon any property to inspect for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such Person or Persons shall not be deemed guilty of trespass by reason of such entry. In addition to any other remedies available to the Association, in the event of noncompliance with this Section, the Board may, as provided in Section 12.1 hereof, record in the land records of King County a notice of violation naming the violating Owner.

6.3.2 PLANS AND SPECIFICATIONS ARE NOT APPROVED FOR ENGINEERING OR STRUCTURAL DESIGN OR QUALITY OF MATERIALS, AND BY APPROVING SUCH PLANS AND SPECIFICATIONS NEITHER THE ARCHITECTURAL REVIEW COMMITTEE, THE MEMBERS THEREOF, NOR THE ASSOCIATION ASSUMES LIABILITY OR RESPONSIBILITY THEREFOR, NOR FOR ANY DEFECT IN ANY STRUCTURE CONSTRUCTED FROM SUCH PLANS AND SPECIFICATIONS. NEITHER DECLARANT, THE ASSOCIATION, THE ARCHITECTURAL REVIEW COMMITTEE, THE BOARD, NOR THE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES AND AGENTS OF ANY OF THEM SHALL BE LIABLE IN DAMAGES TO ANYONE SUBMITTING PLANS AND SPECIFICATIONS TO ANY OF THEM FOR APPROVAL, OR TO AN OWNER OF PROPERTY AFFECTED BY THESE RESTRICTIONS BY REASON OF MISTAKE IN JUDGMENT, NEGLIGENCE, OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL OR DISAPPROVAL OR FAILURE TO APPROVE OR DISAPPROVE ANY SUCH PLANS OR SPECIFICATIONS. EVERY PERSON WHO SUBMITS PLANS OR SPECIFICATIONS AND EVERY OWNER AGREES THAT SUCH PERSON OR OWNER WILL NOT BRING ANY ACTION OR SUIT AGAINST DECLARANT, THE ASSOCIATION, THE ARCHITECTURAL REVIEW COMMITTEE, THE BOARD, OR THE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES AND AGENTS OF ANY OF THEM TO RECOVER ANY DAMAGES AND HEREBY RELEASES, REMISES, QUIT CLAIMS AND COVENANTS NOT TO SUE FOR ALL CLAIMS, DEMANDS AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH ANY JUDGMENT, NEGLIGENCE, OR NONFEASANCE AND HEREBY WAIVES THE PROVISIONS OF ANY LAW WHICH PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND THE CLAIMS, DEMANDS AND CAUSES OF ACTION NOT KNOWN AT THE TIME THE RELEASE IS GIVEN.

6.3.3 In addition to other architectural standards set forth herein or in design guidelines promulgated by the Architectural Review Committee, any residence constructed on a Lot must (a) be not less than 1,800 square feet if one-story or 2,400 square feet if two-story (such areas to be inclusive of garages) and (b) have a minimum of 25% of the front elevation of the residence faced in brick, stone or other hard surface material approved by the Architectural Review Committee.

6.4. SIGNS. No sign of any kind shall be erected by an Owner or Occupant within the Community without the prior written consent of the Architectural Review Committee. Notwithstanding the foregoing, the Board and the Declarant shall have the right to erect reasonable and appropriate signs. "For Sale" and "For Rent" signs and security signs consistent with the Community-Wide Standard and any signs required by legal proceedings may be erected upon any Lot. The provisions of this Section shall not apply to any Person holding a Mortgage who becomes the Owner of any Lot as purchaser at a judicial or foreclosure sale conducted with respect to a first Mortgage or as transferee pursuant to any proceeding in lieu thereof.

6.5. VEHICLES. No vehicle may be left upon any portion of the Community, except in a garage or other area designated by the Board, for a period longer than five (5) days if it is unlicensed or if it is in a condition such that it is incapable of being operated upon the public highways. After such five (5) day period, such vehicle shall be considered a nuisance and may be removed from the Community. Any towed vehicle, boat, recreational vehicle, motor home, or mobile home regularly stored in the Community or temporarily kept in the Community, except if kept in a garage or other area designated by the Board for periods longer than twenty-four (24) hours each shall be considered a nuisance and may be removed from the Community. Trucks with mounted campers which are an Owner's or Occupant's primary means of transportation shall not be considered recreational vehicles, provided they are used on a regular basis for transportation and the camper is stored out of public view upon removal.

6.6. PARKING. Vehicles shall be parked only in appropriate parking spaces or designated areas. All parking shall be subject to such rules and regulations as the Board may adopt.

6.7. LEASING. Lots may be leased for residential purposes. All leases shall have a minimum term of at least six (6) months. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Declaration, Bylaws, use restrictions, and rules and regulations of the Association. The lease shall also obligate the tenant to comply with the foregoing and shall provide that in the event of noncompliance, the Board, in addition to any other remedies available to it, may evict the tenant on behalf of the Owner and specifically assess all cost associated therewith against the Owner and the Owner's property.

6.8. OCCUPANTS BOUND. All provisions of the Declaration, Bylaws and of any rules and regulations, use restrictions or design guidelines promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants even though Occupants are not specifically mentioned. Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not paid timely, the fine may then be levied against the Owner.

6.9. ANIMALS AND PETS. No animals, livestock, or poultry of any kind may be raised, bred, kept or permitted on any Lot, with the exception of dogs, cats, or other usual and common household pets in reasonable number, as determined by the Board. No pets shall be kept, bred or maintained for any commercial purpose.

6.10. NUISANCE. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on his or her property. No property within the Community shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance, thing or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on within the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property within the Community. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Community. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Lot unless required by law.

6.11. UNSIGHTLY OR UNKEMPT CONDITIONS. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly of and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken in any part of the Community.

6.12. ANTENNAS. Except as specifically permitted by applicable federal, state or local law, ordinance, rule or regulation, no exterior antennas of any kind shall be placed, allowed or maintained upon any portion of the Community, including any Lot, without prior written consent of the Architectural Review Committee.

6.13. TREE REMOVAL. No trees that are more than four (4) inches in diameter at a point two (2) feet above the ground shall be removed without the prior written consent of the Architectural Review Committee. Notwithstanding all of the above, no consent or approval is required for the removal of any trees, regardless of their diameter, that are located within ten (10) feet of a drainage area, a sidewalk, a residence or a driveway, provided, however, that all tree removal is subject to Section 11.8 below.

6.14. DRAINAGE. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner

or Occupant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers or storm drains. Declarant hereby reserves the benefit of Declarant and the Association and their respective successors and assigns a perpetual easement across all Community property for the purpose of altering drainage and water flow. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

6.15. SIGHT DISTANCE AT INTERSECTIONS. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

6.16. GARBAGE CANS, WOODPILES, ETC. All garbage cans, woodpiles, swimming pool pumps, filters and related equipment, air conditioning compressors and other similar items shall be located or screened so as to be concealed from view of neighboring streets and property. All rubbish, trash and garbage shall be regularly removed and shall not be allowed to accumulate. Declarant, however, hereby expressly reserves the right to dump and bury rocks and trees on property within the Community as needed for efficient construction and to allow developers and builders within the Community to bury rocks and trees removed from a building site on such building site. Trash, garbage, debris or other waste matter of any kind may not be burned within the Community.

6.17. SUBDIVISION OF LOT. No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Architectural Review Committee. Declarant, however, hereby expressly reserves the right to replat any Lot or Lots owned by Declarant. Any such division, boundary line change or replatting shall not be in violation of the applicable subdivision and zoning regulations.

6.18. GUNS. The use of firearms in the Community is prohibited. The term "firearms" includes without limitation "B-B" guns, pellet guns and small firearms of all types.

6.19. FENCES. No fence or fencing type barrier of any kind shall be placed, erected, allowed or maintained upon any portion of the Community, including any Lot, without the prior written consent of the Architectural Review Committee. Without limiting the foregoing requirement for consent of the Architectural Review Committee, under no circumstances will chain-link or barbed wire fences be allowed, and no fences will be permitted on any of Lots 24 through 59 that exceed four (4) feet in height above natural grade. Fences on Lots 1-23 and 60-95 will be built at six (6) feet in height above

natural grade The Architectural Review Committee may issue guidelines detailing acceptable fence styles or specification

6.20. UTILITY LINES. Except as may be permitted by the Architectural Review Committee, no overhead utility lines, including lines for cable television, shall be permitted within the Community, except for temporary lines as required during construction and lines installed by or at the request of Declarant

6.21. AIR-CONDITIONING UNITS. Except as may be permitted by the Architectural Review Committee, no window air-conditioning units may be installed

6.22. LIGHTING. Except as may be permitted by the Architectural Review Committee, exterior lighting visible from the street shall not be permitted except for (a) approved lighting as originally installed on a Lot, (b) one (1) decorative post light, (c) street lights in conformity with an established street lighting program for the Community, (d) seasonal decorative lights, or (e) front house illumination of model homes

6.23. ARTIFICIAL VEGETATION. No Artificial vegetation shall be permitted on the exterior of any property

6.24. ENERGY CONSERVATION EQUIPMENT. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless they are an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Architectural Review Committee

6.25. SWIMMING POOLS. No swimming pools shall be constructed, erected or maintained upon any Lot without the prior written consent of the Architectural Review Committee

6.26. GARDENS, PLAY EQUIPMENT AND POOLS. No vegetable garden, hammock, statuary, play equipment (including, without limitation, basketball goals), or pool which has received the approval of the Architectural Review Committee, if required by this Declaration, and is to be erected on any Lot may be located other than between the rear dwelling line and the rear Lot line, without the prior written consent of the Architectural Review Committee

6.27. MAILBOXES. All mailboxes located on Lots shall be of a similar style approved by the Architectural Review Committee and shall be installed initially by the original home builder Replacement mailboxes may be installed after the type has been approved in writing by the Architectural Review Committee

6.28. EXTERIORS. Any change to the exterior color of any improvement located on a Lot, including without limitation, the dwelling, must be approved by the Architectural Review Committee

6.29. CLOTHESLINES. No exterior clotheslines of any type shall be permitted upon any Lot

6.30. EXTERIOR SECURITY DEVICES. No exterior security devices, including without limitation, window bars, shall be permitted on any residence or Lot. Signs placed on the Lot or the exterior of the residence stating that such residence is protected by a security system shall not be deemed to constitute an exterior security device

6.31. ENTRY FEATURES. Owners shall not alter, remove or add improvements to any entry features constructed by the Declarant on any Lot, or any part of any easement area associated therewith without the prior written consent of the Architectural Review Committee

ARTICLE 7.

INSURANCE AND CASUALTY LOSSES

7.1. INSURANCE ON COMMON PROPERTY. The Board of Directors or the duly authorized agent of the Association shall have the authority to obtain insurance for all insurable improvements whether or not located on the Common Property which the Association is obligated to maintain. Such insurance may include fire and extended coverage, including vandalism and malicious mischief, in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Alternatively, the Board may purchase "all risk" coverage in like amounts.

The Board shall have the authority to obtain a public liability policy applicable to the Common Property covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents, and, if reasonably available, directors' and officers' liability insurance. Unless otherwise determined by the Board, public liability policy shall have a combined single limit of at least One Million Dollars (\$1,000,000.00)

The Board is hereby authorized to contract with or otherwise arrange to obtain the insurance coverage required hereunder through the Declarant and to reimburse Declarant for the cost thereof, and Declarant shall be authorized, but not obligated, to purchase such insurance coverage for the benefit of the Association and the Owners upon Declarant and the Association agreeing upon the terms and conditions applicable to reimbursement by the Association for costs incurred by Declarant in obtaining such coverage

Notwithstanding anything contained in this Declaration to the contrary, the Board shall not be required to comply with the provisions of this Article if the Board has contracted for or otherwise arranged to obtain the required insurance coverage through the Declarant

Premiums for all insurance shall be common expenses of the Association. The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association, as trustee for the respective benefited parties. Such insurance shall be governed by the provisions hereinafter set forth.

7.1.1. All policies shall be written with a company authorized to do business in Washington.

7.1.2. Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

7.1.3. In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees, and the insurance carried by the Association shall be primary.

7.1.4. All casualty insurance policies shall have an inflation guard endorsement and an agreed amount endorsement if these are reasonably available and all insurance policies shall be reviewed annually by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the county where the Community is located.

7.1.5. To the extent reasonably available, insurance policies obtained by the Association hereunder shall provide for

7.1.5.1 a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners and their respective tenants, servants, agents and guests,

7.1.5.2 a waiver by the insurer of its rights to repair and reconstruct instead of paying cash.

7.1.5.3 that no policy may be canceled, invalidated, or suspended on account of any one or more individual Owners,

7.1.5.4 that no policy may be canceled, subjected to nonrenewal, invalidated, or suspended on account of any defect or the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect or to cease the conduct and the allowance of a reasonable time thereafter within which a cure may be effected by the Association, its manager, an Owner or Mortgagee,

7.1.5.5 that any "other insurance" clause in any policy exclude individual Owners' policies from consideration, and

7.1.5.6 that no policy may be canceled, subjected to nonrenewal or substantially modified without at least thirty (30) days' prior written notice to the Association

In addition to the other insurance required by this Section, the Board shall obtain worker's compensation insurance, if and to the extent necessary to satisfy the requirements of applicable laws, and a fidelity bond or bonds on directors, officers, employees and other persons handling or responsible for the Association's funds, if reasonably available. If obtained, the amount of fidelity coverage shall be determined in the directors' best business judgment, and, if available, shall at least equal three (3) months' assessments plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be canceled, subject to nonrenewal or substantially modified without at least thirty (30) days' prior written notice to the Association. The Association shall also obtain construction code endorsements, steam boiler coverage and flood insurance, if and to the extent necessary to satisfy the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the U S Department of Veterans Affairs, or the U S Department of Housing and Urban Development.

7.2. INDIVIDUAL INSURANCE. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner acknowledges that the Association has no obligation to provide any insurance for any portion of individual Lots, and each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk casualty insurance on the Lot and all structures constructed thereon and a liability policy covering damage or injury occurring on a Lot. The casualty insurance shall cover loss or damage by fire and other hazards commonly insured under an "all-risk" policy, if reasonably available, including vandalism and malicious mischief, and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. If all-risk coverage is not reasonably available, Owners shall obtain, at a minimum, fire and

extended coverage. The policies required hereunder shall be in effect at all times. Authority to adjust losses under policies obtained by an Owner shall be vested in the Owner. The Association shall have the right, but not the obligation, at the expense of the Owner, to acquire the insurance required to be maintained by the Owner if the Owner fails to provide a valid policy to the Association with a prepaid receipt within ten (10) days after receipt by the Owner of a written request from the Association. If the Association does acquire insurance on behalf of any Owner, the cost thereof shall be assessed against the Owner and the Lot as a specific assessment.

7.3. DAMAGE AND DESTRUCTION – INSURED BY ASSOCIATION.

7.3.1. In General. Immediately after damage or destruction by fire or other casualty to all or any portion of any improvement covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. The Board of Directors shall have the enforcement powers specified in Section 7.1 of this Declaration necessary to enforce this provision.

7.3.2. Repair and Reconstruction. Any damage or destruction to property covered by insurance written in the name of the Association shall be repaired or reconstructed unless, within sixty (60) days after the casualty, at least seventy-five percent (75%) of the Total Association Vote otherwise agree. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available, provided, however, such extension shall not exceed sixty (60) days. No Mortgagee shall have the right to participate in the determination of whether damage or destruction shall be repaired or reconstructed.

If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Association's members, levy a special assessment against all Owners in proportion to the number of Lots owned by such Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited to the benefit of the Association.

In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the property shall be restored to its natural state and maintained as an undeveloped portion of the Community by the Association in a neat and attractive condition.

7.4. DAMAGE AND DESTRUCTION – INSURED BY OWNERS. The damage or destruction by fire or other casualty to all or any portion of any improvement on a Lot shall be repaired by the Owner thereof within seventy-five (75) days after such damage or destruction or, where repairs cannot be completed within seventy-five (75) days, they shall be commenced within such period and shall be completed within a reasonable time thereafter. Alternatively, the Owner may elect to demolish all improvements on the Lot and remove all debris therefrom within seventy-five (75) days after such damage or destruction. In the event of noncompliance with this provision, the Board of Directors shall have all enforcement powers specified in Section 7.1, of this Declaration.

7.5. INSURANCE DEDUCTIBLE. The deductible for any casualty insurance policy carried by the Association shall, in the event of damage or destruction, be allocated among the Persons who are responsible hereunder, or under any declaration or contract requiring the Association to obtain such insurance, for maintenance of the damaged or destroyed property.

ARTICLE 8.

CONDEMNATION

In the event of a taking by eminent domain of any portion of the Common Property on which improvements have been constructed, then, unless within sixty (60) days after such taking, at least seventy-five percent (75%) of the Total Association Vote shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Property to the extent lands are available therefor. The provisions of Section 7.3, above, applicable to Common Property improvements damage, shall govern replacement or restoration and the actions to be taken in the event that the improvements are not restored or replaced.

ARTICLE 9.

ANNEXATION OF ADDITIONAL PROPERTY

Subject to the consent of the Owner(s) thereof and the consent of the Declarant (so long as the Declarant owns any property for the development and/or sale in the Community), upon the affirmative vote or written consent, or any combination thereof, of the Owners of at least two-thirds (2/3) of the Lots, the Association may annex real

property to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the county in which the property to be annexed is located a Supplementary Declaration describing the property being annexed. Any such Supplementary Declaration shall be signed by the President of the Association whose signature shall be attested by the Secretary of the Association, and any such annexation shall be effective only upon the filing for record of such Supplementary Declaration, unless a later effective date is provided therein.

ARTICLE 10.

MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders of first Mortgages on Lots in the Community. The provisions of this Article apply to both this Declaration and to the Bylaws, notwithstanding any other provisions contained therein.

10.1 NOTICES OF ACTION. An institutional holder, insurer or guarantor of a first Mortgage, who provides a written request to the Association (such request to state the name and address of such holder, insurer or guarantor and the Lot number, therefore becoming an "eligible holder"), will be entitled to timely written notice of

10.1.1. Any condemnation loss or any casualty loss which affects a material portion of the Community or which affects any Lot on which there is a first Mortgage held, insured or guaranteed by such eligible holder,

10.1.2. Any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days, provided, however, notwithstanding this provision, any holder of a first mortgage, upon request, is entitled to written notice from the Association of any default in the performance by the Owner of the encumbered Lot of any obligation under the Declaration or Bylaws of the Association which is not cured within sixty (60) days,

10.1.3. Any lapse, cancellation or material modification of any insurance policy maintained by the Association.

10.2. NO PRIORITY. No provisions of this Declaration or the Bylaws gives or shall be construed as giving an Owner or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards or losses to or a taking of the Common Property.

10.3. NOTICE TO ASSOCIATION. Upon request, each Lot Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot

10.4 VA/HUD APPROVAL. As long as the Declarant has the right to appoint and remove the directors of the Association and so long as the project is approved by the U S Department of Housing and Urban Development ("HUD") for insuring or the U S Department of Veterans Affairs ("VA") for guaranteeing any Mortgage in the Community the following actions shall require the prior approval of the VA and/or HUD as applicable: annexation of additional property to the Community, except for annexation by Declarant in accordance with Section 9.1 hereof pursuant to a plan of annexation previously approved by the VA and/or HUD as applicable, dedication of Common Property to any public entity, mergers and consolidations, dissolution of the Association, and material amendment of the Declaration, Bylaws, or Articles of Incorporation

10.5. APPLICABILITY OF ARTICLE 10. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, Bylaws or Washington law for any of the acts set out in this Article

10.6. AMENDMENTS BY BOARD. Should the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, HUD or VA subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes

ARTICLE 11.

EASEMENTS

11.1. EASEMENTS FOR ENCROACHMENT AND OVERHANG. There shall be reciprocal appurtenant easements for encroachment and overhang as between each Lot and such portion or portions of the Common Property adjacent thereto or as between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than five (5) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Property or as between adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point, provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, tenant, or the Association.

11.2. EASEMENTS FOR USE AND ENJOYMENT.

11.2.1. Every Owner of a Lot shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to each Lot, subject to the following provisions

11.2.1.1 the right of the Association to establish reasonable rules and regulations with regard to the operation, maintenance, repair and replacement of the Common Property including its use and enjoyment by an Owner, and the Owner's family, tenants, guests and invitees,

11.2.1.2 the right of the Association to borrow money for the purpose of improving the Common Property, or any portion thereof, or for construction, repairing or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a Mortgage conveying all or any portion of the Common Property, provided, however, the lien and encumbrance of any such Mortgage given by the Association shall be subject and subordinate to any rights, interests, opinions, easements and privileges herein reserved or established for the benefit of Declarant, or any Lot or Lot Owner, or the holder of any Mortgage, irrespective of when executed, given by Declarant or any Lot Owner encumbering any Lot or other property located within the Community (Any provision in this Declaration or in any such Mortgage given by the Association to the contrary notwithstanding, the exercise of any rights therein by the holder thereof in the event of a default thereunder shall not cancel or terminate any rights, easements or privileges herein reserved or established for the benefit of Declarant, or any Lot or Lot Owner, of the holder of any Mortgage, irrespective of when executed, given by Declarant or any Lot Owner encumbering any Lot or other property located within the Community); and

11.2.1.3 the right of the Association to dedicate or transfer all or any portion of the Common Property subject to such conditions as may be agreed to by the members of the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been approved by the affirmative vote of at least two-thirds (2/3) of the Total Association Vote

11.2.2. Any Lot Owner may delegate such Owner's right of use and enjoyment in and to the Common Property and facilities located thereon to the members of such Owner's family and to such Owner's tenants and guests and shall be deemed to have made a delegation of all such right to the occupants of such Owner's Lot, if leased

11.3. EASEMENTS FOR UTILITIES. There is hereby reserved to the Declarant and the Association blanket easements upon, across, above and under all property within

the Community for access, ingress, egress, installation, repairing, replacing and maintaining all utilities serving the Community or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, as well as storm drainage and any other service such as, but not limited to, a master television antenna system, cable television system or security system which the Declarant or the Association might decide to have installed to serve the Community. It shall be expressly permissible for the Declarant, the Association, or the designee of either, as the case may be, to install, repair, replace and maintain or to authorize the installation, repairing, replacing and maintaining of such wires, conduits, cables and other equipment related to the providing of any such utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Board shall have the right to grant such easement.

11.4. EASEMENT FOR ENTRY. In addition to the right of the Board to exercise self-help as provided in Section 12.2, hereof, the Board shall have the right, but shall not be obligated, to enter upon any property within the Community for emergency, security and safety reasons, which right may be exercised by the manager, and all policemen, firemen, ambulance personnel and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner, and the entering party shall be responsible for any damage caused. This right of entry shall include the right of the Board to enter to cure any condition which may increase the possibility of a fire, slope erosion, or other hazard in the event an Owner or Occupant fails or refuses to cure the condition upon request by the Board.

11.5. EASEMENT FOR MAINTENANCE. Declarant hereby expressly reserves a perpetual easement for the benefit of the Association across such portions of the Community, determined in the sole discretion of the Association, as are necessary to allow for the maintenance required under Article 5. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment of Owner's property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

11.6. EASEMENT FOR ENTRY FEATURES. There is hereby reserved to the Declarant and the Association an easement for ingress, egress, installation, construction, landscaping and maintenance for entry features and similar streetscapes for the Community, over and upon each Lot as more fully described on the recorded subdivision plats for the Community. The easement and right herein reserved shall include the right to cut, remove and plant trees, shrubbery, flowers and other vegetation around such entry features and the right to grade the land under and around such entry features.

11.7. CONSTRUCTION AND SALE PERIOD EASEMENT. Notwithstanding any provisions contained in this Declaration, the Bylaws, Articles of Incorporation, use

restrictions, rules and regulations, design guidelines and any amendments thereto, so long as Declarant owns any property in the Community for development and/or sale, Declarant reserves and easement across all Community property for Declarant and any builder or developer approved by Declarant to maintain and carry on, upon such portion of the Community as Declarant may reasonably deem necessary, such facilities and activities as in the sole opinion of Declarant may be required, convenient or incidental to Declarant's and such builder's or developer's development, construction and sales activities related to property described on EXHIBIT A to this Declaration, including, but without limitation the right of access, ingress and egress for vehicular and pedestrian traffic and construction activities over, under, on or in the Community, including, without limitation, any Lot, the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services including, without limitation, electrical, telephone, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Community, the right to carry on sales and promotional activities in the Community, and the right to construct and operate business offices, signs, construction trailers, model residences and sales offices. Declarant and any such builder or developer may use residences, offices, or other buildings owned or leased by Declarant or such builder or developer as model residences and sales offices and may also use recreational facilities available for use by the Community as a sales office without charge. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense. This Section shall not be amended without the Declarant's express written consent until the Declarant's right hereunder have terminated as hereinabove provided.

11.8. VEGETATION PROTECTION AND VIEW ENHANCEMENT AND MAINTENANCE. All real property subject to this Declaration, including without limitation, the Common Property, is subject to a Vegetation Protection and View Enhancement and Maintenance Easement as now particularly set forth on the face of the final plat for the property known as the Plat of West Beverly Hill No. 4. The Easement is for the purpose of preserving the public health, safety and welfare by, among other things, controlling surface water runoff and erosion, maintaining slope stability, providing visual and aural buffering, protecting plant and animal habitats, and enhancing and maintaining views for residences and Lots within the Community. Owners and the Association must strictly adhere to the provisions of the Easement with regard to the trimming or removal of vegetation within the Vegetation Protection Area (as defined in the Easement) and all other matters governed by the Easement.

ARTICLE 12.

GENERAL PROVISIONS

12.1. ENFORCEMENT. Each Owner and Occupant shall comply strictly with the Bylaws, the rules and regulations, the use restrictions, as they may be lawfully amended or modified from time to time, and with the covenants, conditions and restrictions set forth in this Declaration and in the deed to such Owner's Lot, if any. The Board of Directors may impose fines or other sanctions, which shall be collected as provided herein for the collection of assessments. Failure to comply with this Declaration, the Bylaws or the rules and regulations shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board of Directors, on behalf of the Association, or, in a proper case, by an aggrieved Owner. Failure by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Board shall have the right to record in the appropriate land records a notice of violation of the Declaration, Bylaws, rules and regulations, use restrictions, or design guidelines and to assess the cost of recording and removing such notice against the Owner who is responsible (or whose Occupants are responsible) for violating the foregoing.

12.2. SELF-HELP. In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon any Lot or any other portion of the Community to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates this Declaration, the Bylaws, the rules and regulations or the use restrictions. Unless an emergency situation exists, the Board shall give the violating Lot Owner ten (10) days' written notice of its intent to exercise self-help. Notwithstanding the foregoing, vehicles may be towed after reasonable notice. All costs of self-help, including, without limitation, reasonable attorneys' fees actually incurred, shall be assessed against the violating Lot Owner and shall be collected as provided for herein for the collection of assessments.

12.3. DURATION. The covenants and restrictions of this Declaration shall run with and bind the Community, and shall inure to the benefit of and shall be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors and assigns, perpetually to the extent provided by law; provided, however, so long as and to the extent that Washington law limits the period during which covenants restricting land to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land so long as permitted by such law, after which time, any such provision shall be (a) automatically extended (to the extent allowed by applicable law) for successive periods of ten (10) years, unless a written instrument reflecting disapproval signed by the then Owners of at least two-thirds (2/3) of the Lots and the Declarant (so long as the Declarant owns any property for development and/or sale in the Community) has been recorded within the year immediately preceding the beginning of a ten (10) year renewal period agreeing to change such provisions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated to the extent specified therein; or (b) extended as otherwise provided by law. Every purchaser or grantee of any interest (including, without limitation, a security interest) in any real

property subject to this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that such provisions of this Declaration may be extended and renewed as provided in this Section.

12.4. AMENDMENT. This Declaration may be amended unilaterally at any time and from time to time by Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith, (b) if such amendment is necessary to enable any title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration, (c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the Lots subject to this Declaration, or (d) if such amendment is necessary to enable any governmental agency or private insurance company to insure or guarantee Mortgage loans on the lots subject to this Declaration, provided, however, any such amendment shall not adversely affect the title to any Owner's Lot unless any such Lot Owner shall consent thereto in writing. Further, so long as Declarant has the right unilaterally to subject additional property to this Declaration as provided in Article 9 hereof, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Lot Owners hereunder, nor shall it adversely affect title to any Lot without the consent of the affected Lot Owner.

In addition to the above, this Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of the Owners of at least two-thirds (2/3) of the Lots and the consent of Declarant (so long as the Declarant owns any property for development and/or sale in the Community). Amendments to this Declaration shall become effective upon recordation, unless a later effective date is specified therein.

12.5. PARTITION. The Common Property shall remain undivided, and no Owner nor any other Person shall bring any action for partition or division of the whole or any part thereof without the written consent of all Owners of all portions of the property located within the Community and without the written consent of all holders of all Mortgages encumbering any portion of the property, including, but not necessarily limited to, the Lots located within the Community.

12.6. GENDER AND GRAMMAR. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

12.7. SEVERABILITY. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provisions or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

12.8. CAPTIONS. The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

12.9. PERPETUITIES. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

12.10. INDEMNIFICATION. To the fullest extent allowed by applicable Washington law, the Association shall indemnify every officer and director against any and all expenses, including, without limitation, attorneys' fees, imposed upon or reasonably incurred by any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which such officer or director may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent, or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

12.11. BOOKS AND RECORDS.

12.11.1. Inspection by Members and Mortgagees. This Declaration, the Bylaws, copies of rules and use restrictions, membership register, books of account and minutes of meetings of the members of the Board and of committees shall be made

available for inspection and copying by any member of the Association or by the duly appointed representative of any member and by holders, insurers, or guarantors of any first Mortgage at any reasonable time and for a purpose reasonably related to such Person's interest as a member or holder, insurer, or guarantor of a first Mortgage at the office of the Association or at such other reasonable place as the Board shall prescribe

12.11.2. Rules for Inspection. The Board shall establish reasonable rules with respect to.

12.12.2.1 notice to be given to the custodian of the records,

12.12.2.2 hours and days of the week when such an inspection may be made, and

12.12.2.3 payment of the cost of reproducing copies of documents.

12.11.3. Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extra copies of documents at the reasonable expense of the Association.

12.12. FINANCIAL REVIEW. A review of the books and records of the Association shall be made annually in the manner as the Board of Directors may decide; provided, however, after having received the Board's financial statements at the annual meeting, by a Majority of the Total Association Vote, the Owners may require that the accounts of the Association be audited as a common expense by a certified public accountant. Upon written request of any institutional holder of a first Mortgage and upon payment of all necessary costs, such holder shall be entitled to receive a copy of audited financial statements within ninety (90) days of the date of the request.

12.13. NOTICE OF SALE, LEASE OR ACQUISITION. In the event an Owner sells or leases such Owner's Lot, the Owner shall give to the Association, in writing, prior to the effective date of such sale or lease, the name of the purchaser or lessee of the Lot and such other information as the Board may reasonably require. Upon acquisition of a Lot each new Owner shall give the Association, in writing, the name and mailing address of the Owner and such other information as the Board may reasonably require.

12.14. AGREEMENTS. Subject to the prior approval of Declarant (so long as Declarant owns any property for development and/or sale in the Community) all agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board of Directors shall be binding.

upon all Owners, their heirs, legal representatives, successors, assigns and others having an interest in the Community or the privilege of possession and enjoyment of any part of the Community

12.15. IMPLIED RIGHTS. The Association may exercise any right or privilege given to it expressly by this Declaration, the Bylaws, the Articles of Incorporation, any use restriction or rule, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege

12.16. VARIANCES. Notwithstanding anything to the contrary contained herein, the Board of Directors or its designee shall be authorized to grant individual variances from any of the provisions of this Declaration, the Bylaws and any rule, regulation or use restriction promulgated pursuant thereto if it determines that waiver of application or enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the Community, provided, however, that no variance shall be contrary to City of Auburn ordinances, all of which must be complied with by Owners

12.17. LITIGATION. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by at least seventy-five percent (75%) of the Total Association Vote. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in Article 4 hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant pursuant to Section 12.4, hereof, or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

IN WITNESS WHEREOF, the Declarant herein, hereby executes this instrument under its seal by and through its duly authorized officers, this 7 day of MAY, 2003

DECLARANT:

Jornada Homeowners Association,
a Washington nonprofit corporation

By Robert L. Harley
Robert L. Harley, President

After Recording return to.

Jornada Homeowners Association
c/o Around The Clock, Inc
422 W. Titus St
Kent, Washington 98032
(253) 852-3000

Washington State Recorder's Cover Sheet (RCW 65.04)

Document Title(s): First Amendment to Declaration of Covenants, Conditions and Restrictions for Jornada
Reference Number(s) of Related Documents: Recording No _____ (Declaration of Covenants, Conditions and Restrictions for Jornada)
Grantor(s): Jornada Homeowners Association
Grantee(s): Plat of Jornada
Abbreviated Legal Description(s): Portion of West 1/2 of SE 1/4 of Section 11, Township 21 North, Range 4 East, W.M Additional legal description on page Exhibit A of document
Assessor's Property Tax Parcel/Account Number(s): 112104-9012-05 112104-9030-03 112104-9013-04

EXHIBIT A

**LEGAL DESCRIPTION OF
PROPERTY SUBMITTED TO THIS DECLARATION**

THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 11,
TOWNSHIP 21 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN,

EXCEPT THE PLAT OF WEST BEVERLY HILL DIVISION 1, AS PER PLAT
RECORDED IN VOLUME 140 OF PLATS, PAGES 97 THROUGH 100, RECORDS
OF KING COUNTY, WASHINGTON,

AND EXCEPT THAT PORTION OF THE WEST HALF OF THE SOUTHEAST
QUARTER OF SECTION 11, TOWNSHIP 21 NORTH, RANGE 4 EAST,
WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE
SOUTHEAST QUARTER OF SECTION 11,
THENCE NORTH $89^{\circ}56'54''$ WEST ALONG THE NORTH LINE OF SAID
SOUTHEAST QUARTER, 1687.57 FEET TO AN INTERSECTION WITH AN ARC
OF A CURVE TO THE LEFT, THE RADIUS POINT OF SAID CURVE BEARS
SOUTH $29^{\circ}32'35''$ EAST, 230.00 FEET,
THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 237.92 FEET TO
A POINT OF TANGENCY, SAID CURVE HAVING A CENTRAL ANGLE OF
 $59^{\circ}16'07''$ AND A RADIUS OF 230.00 FEET,
THENCE SOUTH $01^{\circ}11'28''$ WEST, 625.11 FEET TO A POINT OF CURVATURE,
THE RADIUS POINT OF SAID CURVE BEARS NORTH $88^{\circ}48'32''$ WEST, A
DISTANCE OF 320.00 FEET;
THENCE SOUTH $83^{\circ}23'02''$ EAST ALONG A RADIAL LINE OF SAID CURVE,
60.00 FEET TO A POINT,
THENCE SOUTH $88^{\circ}48'32''$ EAST 221.70 FEET, MORE OR LESS, TO THE EAST
LINE OF SAID WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 11,
THENCE NORTH $01^{\circ}11'28''$ EAST ALONG SAID EAST LINE 862.07 FEET, MORE
OR LESS TO THE POINT OF BEGINNING,

SITUATE IN THE CITY OF AUBURN, COUNTY OF KING, STATE OF
WASHINGTON

STATE OF WASHINGTON

)

) ss

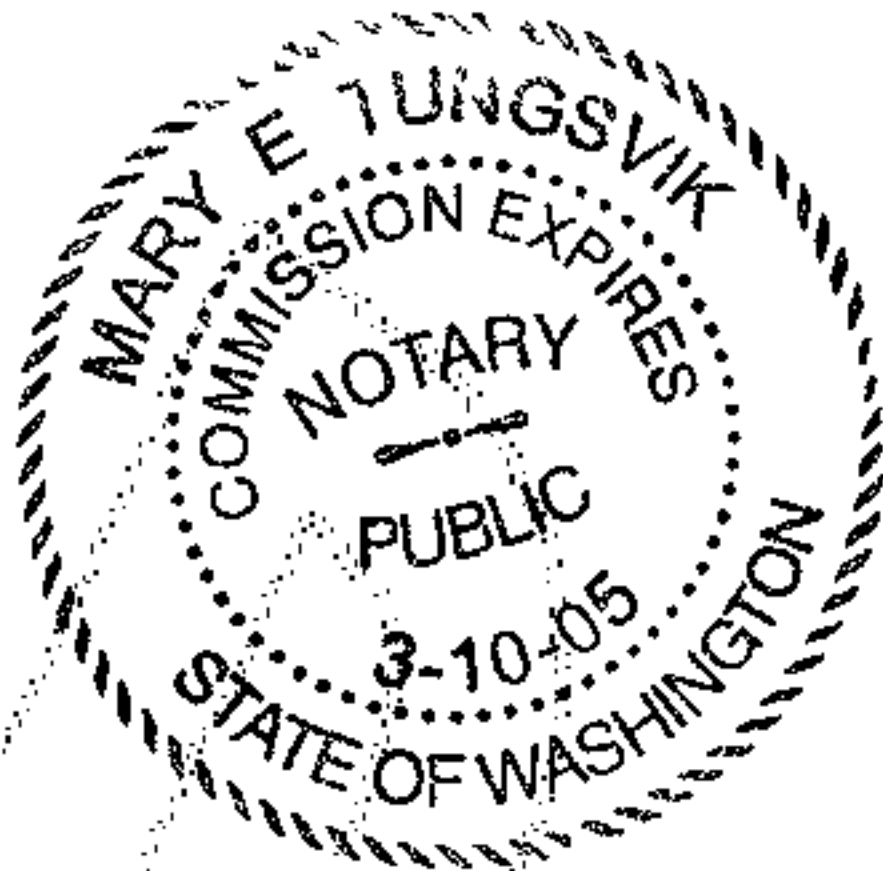
COUNTY OF KING

)

On this day personally appeared before me Robert Harley to me known to be the President of **Jornada Homeowners Association**, the Washington corporation that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such corporation, for the use and purpose therein mentioned, and on oath stated that he was duly authorized to execute such instrument

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 7th day of

May, 2003



Mary E. Tungsvik
Printed Name MARY E. TUNGSVIK
Notary Public in and for the State of Washington,
Residing at Auburn, WA 98002
My Commission Expires 3-10-05

LEGAL DESCRIPTION

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 21 NORTH, RANGE 4 EAST, W M , DESCRIBED AS FOLLOWS

BEGINNING AT THE CENTER-EAST ONE SIXTEENTH CORNER OF SAID SECTION 11, AS SHOWN ON THE PLAT OF "WEST BEVERLY HILL DIVISION 1", AS RECORDED IN VOLUME 140 OF PLATS, ON PAGES 97 THROUGH 100, RECORDS OF KING COUNTY, WASHINGTON,
THENCE ALONG THE NORTH-SOUTH CENTERLINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11 SOUTH 01 DEGREES 11 MINUTES 28 SECONDS WEST 30 01 FEET;
THENCE CONTINUING ALONG SAID NORTH-SOUTH CENTERLINE OF THE SOUTH 01 DEGREES 11 MINUTES 28 SECONDS WEST 410 00 FEET TO THE TRUE POINT OF BEGINNING,
THENCE LEAVING SAID NORTH-SOUTH CENTERLINE NORTH 88 DEGREES 48 MINUTES 32 SECONDS WEST 220 00 FEET TO A POINT OF INTERSECTION WITH THE EAST MARGIN OF TERRACE DRIVE,
THENCE PARALLEL WITH AND 220 FEET WEST FROM SAID NORTH-SOUTH CENTERLINE SOUTH 01 DEGREES 11 MINUTES 28 SECONDS WEST 386 14 FEET, TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST WHOSE RADIUS IS 330 00 FEET,
THENCE SOUTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06 DEGREES 14 MINUTES 45 SECONDS A DISTANCE OF 35 97 FEET TO A POINT ON THE MOST EASTERLY NORTH LINE OF THE PLAT OF WEST BEVERLY HILLS NO 4, AS RECORDED _____,
THENCE SOUTH 88 DEGREES 48 MINUTES 32 SECONDS EAST ALONG SAID NORTH LINE 221 71 FEET TO A POINT OF INTERSECTION WITH THE NORTH-SOUTH CENTERLINE OF SAID SOUTHEAST QUARTER, SAID POINT ALSO BEING THE NORTH EAST CORNER OF SAID PLAT OF WEST BEVERLY HILLS NO 4,
THENCE NORTH 01 DEGREES 11 MINUTES 28 SECONDS EAST 422 06 FEET TO THE TRUE POINT OF BEGINNING;

SITUATE IN THE CITY OF AUBURN, COUNTY OF KING, STATE OF WASHINGTON