Recorded September 4, 1968

Timberlane Estates Div. 1

2, 4 + 5

THIS DECLARATION, made this 16th day of July, 1968 by COVINGTON PROPERTIES, a joint venture consisting of UNITED HOMES CORPORATION and SHERWOOD DEVELOPMENT CO., both Washington corporations, hereinafter referred to as "Developer",

WITNESSETH:

WHEREAS, Developer is the owner of certain real property described as Timberlane Estates Div. 1, as recorded in Volume 86 of plats, pages 89, through 92, records of King County, Washington; and

WHEREAS**,** Developer will convey certain of the said properties, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth:

NOW, THEREFORE, Developer hereby declares that the properties described in ARTICLE II hereof shall be held, sold and conveyed, subject to the following easements, restrictions, reservations, charges, liens, 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, restrictions, reservations, charges, liens, covenants 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. "The Association" shall mean TIMBERLANE HOMES ASSOCIATION, INC., its successors and assigns.

Section 2. "Developer" shall mean COVINGTON PROPERTIES, a joint venture consisting of UNITED HOMES CORPORATION and SHERWOOD DEVELOPMENT CO. and any assigns engaged in land development and/or wholesale land sale activities which are the same as, or similar to, those of COVINGTON PROPERTIES.

Section 3. "Trustee" shall mean Bank of California, or any successor Trustee.

Section 4. "Properties" shall mean that certain real property hereinbefore described, and additions thereto as are subject to this declaration or any supplemental declaration.

Section 5. "Common Properties" shall mean all real property owned by the Trustee or the Association for the common use and enjoyment of the members of the Association and shall not include any streets or other areas dedicated to public use. The common properties for Timberlane Estates Div. I are particularly described as follows:

Tracts A, B, C, D, E, F, G, H and I of the plat of Timberlane Estates Div. I, as recorded in volume 86 of plats, pages 89 through 92, records of King County, Washington.

Section 6. "Lot" shall mean any plot of land shown upon any recorded subdivision map of the properties with the exception of the common properties and properties to be used for shopping center and profession office complex development and for churches and church purposes.

Section 7. "Member" shall mean every person or entity who holds membership in the Association as provided in Article IV hereof.

Section 8. "Owner" shall mean the record owner, whether one or more persons or entities and specifically including the Developer, of a fee-simple title to any lot or lots which are a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 9. The term "the development period" shall mean that period of time from the date of recording of this declaration until the date on which eighty-seven percent (87%) of the properties now or hereafter platted on the property described in Exhibit "A" attached hereto, have been sold by Developer.

Section 10. The term "undeveloped lot" shall mean any lot which has not been improved by construction of a residence thereon. The term "developed lot" shall mean any lot upon which a residence has been constructed.

ARTICLE II

Property Subject To This Declaration

The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this declaration is located in King County, Washington, and is described as:

The plat of Timberlane Estates Div. I, as per plat recorded in volume ____of plats, pages _____through_____, records of King County, Washington.

all of which shall hereinafter be referred to as the "Existing property".

ARTICLE III

Annexation Of Additional Properties

Section 1. Annexation of additional properties other than properties within the general plan of development provided for in Section 2 hereof, shall require the assent of two-thirds (2/3) of the members of the Association, at a meeting duly called for the purpose, written notice of which shall be sent to all members not less than thirty (30) days or more than sixty (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 sixty percent (60%) of the votes 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 above and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event of two-thirds (2/3) of the members are not present in person or by proxy, members not present may give their written consent to the action taken thereat. During the development period, annexation of additional properties under this Section 1 shall also require the prior written approval of the developer.

Section 2. If within ten years of the date of recording of this declaration, Developer should develop additional lands within the area described in Exhibit "A" attached hereto, such additional lands may be annexed to the existing property without the assent of the members of the Association: Provided, however, that the development of additional lands described in this section shall be in accordance with the general plan submitted to the Federal Housing Administration and the Veterans Administration with the processing papers for TIMBERLANE ESTATES DIV. I. Detailed plans for the development of additional lands must be submitted to the Federal Housing administration and the Veterans Administration prior to such development. If either the Federal Housing Administration or the Veterans Administration determines that such detailed plans are not in accordance with the general plan on file with it and so advises the Association and the Developer, the development of the additional lands must have the assent of two-thirds (2/3) of the members of the Association 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 thirty (30) days nor more than sixty (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 case sixty percent (60%) of the votes 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 above, 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.

ARTICLE IV

Membership In The Association

Every person or entity who is the record owner of a fee interest in any lot or lots which are subject by covenants of record to assessment by the Trustee or the Association, shall be a member of the Association: Provided, however, that if any lot is held jointly by two (2) or more persons, the several owners of such interest shall designate one of their number as the "member".

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 Trustee or the Association except that the incorporators shall be eligible for membership without regard to ownership of an interest in the properties. Incorporators who are not owners of any lot subject to assessment shall cease to be members of the association at the expiration of two (2) weeks from date of incorporation of the Association. Upon transfer of the fee interest to any lot, the membership and certificate of membership in the Association shall ipso facto be deemed to be transferred to the grantee. Ownership of any such lot or lots shall be the sole qualification for membership.

ARTICLE V

Voting Rights

No person shall have more than one (1) membership regardless of the number of lots owned or being purchased, and the interest of each member shall be equal to that of any other member, and no member may acquire any interest which shall entitle him to any greater voice, vote or authority in the Association than any other member. In the case of lots owned jointly by two (2) or more persons, only the joint owner designated as the "member" pursuant to Article IV hereof shall be entitled to vote.

In the event the Non-Profit Corporation Law of the State of Washington as set forth in Title 24, Revised Code of Washington is changed to permit one member of a non-profit corporation to exercise greater voting rights than another member, voting shall thereafter be according to the number of lots owned, that is, members shall be entitled to one vote for each lot in which they hold the interest required for membership by Article IV. When more than one person holds such interest in any lot, 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.

ARTICLE VI

Property Rights In The Common Properties

Section 1. Members' Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to the common properties 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 or 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 property;

(c) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the common property and facilities and in aid thereof to mortgage said property, but the rights of such mortgages in said property shall be subordinate to the rights of the homeowners hereunder;

(d) The right of the Association to take such steps as are reasonably necessary to protect any such mortgaged property against foreclosure, including, but not limited to, the right to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to the public; and

(e) 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 thirty (30) days for any infraction of the Association's published rules and regulations. During the development period the Association shall be required to exercise its right to suspend the voting rights of, and the right to the use of the recreational facilities by, a member for non-payment of an assessment, upon the request of the Trustee.

(f) The right of the Association, to dedicate or transfer all or any part of the common properties to any governmental unit or public agency or authority or public utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the members entitled to vote 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 thirty (30) days nor more than sixty (60) days in advance.

(g) During the development period, the exercise of all of the rights and powers set forth in subparagraphs (b), (c), (d) and (f) shall require the prior approval of both the Trustee and the Developer.

Section 2. Delegation of Use. Any member may delegate, in accordance with the By-Laws, his right of enjoyment to the common properties and facilities to the members of his family, his tenants or contract purchasers who reside on the property, and, subject to regulation by the Association, to his temporary guests.

Section 3. Title to the Common Properties. The Developer hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the common properties in Timberlane Estates Div. I (which are described in Article I Section 5) to the Trustee hereinbefore named, free and clear of all encumbrances and liens prior to conveyance of the first lot to a homeowner-occupant.

Section 4. The Trustee. The Trustee shall hold said common properties in trust for the benefit and enjoyment of the residents of the properties during the development period, at which time the trust shall terminate, and the Trustee shall thereupon convey the common properties to the Association subject to the provisions of this declaration or any supplemental declaration.

During the term of said Trust, the Trustee shall exercise control over the receipts of assessments and shall disburse the same in payment of costs incurred in the development and maintenance of the Common Properties and related facilities. The Trustee shall render monthly statements to the Association, the Developer, the Federal Housing Administration and the Veterans Administration, with respect to collection and disbursements of assessments.

During the term of said Trust, the Developer shall exercise all control over the development and maintenance of the Common Properties and related facilities; Provided, however, that in the event the Trustee receives complaints against the Developer, which in nature and number are sufficient, in the opinion of the Trustee, to indicate that the Developer is acting unreasonably in the exercise of its control over the development and maintenance of the common properties and related facilities, the Trustee shall have the power to relieve the Developer of such control, and, in such event the Trustee shall assume such control itself, either directly or through the appointment of an agent or agents.

ARTICLE VII

Covenant For Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any lot or lots by acceptance of a deed therefor, whether or not is shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay the Trustee during the development period,

and thereafter to the Association, as hereinafter provided: (1) Monthly 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 monthly 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 and costs of collection thereof (including 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: Provided, however, that in the case of a sale of any lot which is charged with the payment of an assessment or assessments payable in installments, the person or entity who is the owner immediately prior to the date of any such sale, contract or assignment shall be personally liable only for the amount of the installments due prior to said date. The new owner or contract purchaser shall be personally liable for installments which become due on and after said date.

Section 2. Purpose of Assessments. The assessments shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the properties, including, without limitation, the construction, establishment, improvement, repair and maintenance of the common properties and services and facilities related to the use and enjoyment of the common properties, including, but not limited to, the maintenance and repair of any roads and underground utilities which are a part of the common properties, the payment of taxes and insurance on the common properties, the installation and maintenance of the median or boulevard planter strips on the streets located within the subdivision, street lighting charges, fees incurred in the management and operation of the common properties and facilities and the payment of Trustee's fees to the Trustee appointed hereunder.

Section 3. Amount of the Monthly Assessments. The amount of the monthly assessments shall be as follows:

(a) During such time as title to the common properties is held by the Trustee, and subject to the provisions of Section 6 of this Article VII, lot owners shall pay to the Trustee the following amounts to be used for the purposes provided in Section 2 of this Article VII and for no others:

(1) Owners of undeveloped lots, One dollar and fifty cents ($1.50) per month per lot;

and (2) Owners of developed lots, Five dollars ($5.00) per month per lot (subject to increase pursuant to the provisions of this Section 3 and of Section 4 of Article VII.

The extent of the expenditures for the purposes specified in Section 2 of this Article VII shall be determined by the Developer, subject to the provisions of Article VI, Section 4. If the amount of any such expenditures to be made in any calendar year during the developmental period will exceed the amount of the total assessments received by the Trustee the Developer hereby covenants and agrees to pay the excess amount involved out of its own funds. If at any time the amount of the Developer's payments under this provisions shall, due to unforeseen circumstances, become excessively burdensome, the Developer may apply to the Trustee to approve an increase in the amount of the monthly assessment for each developed lot, subject to the further approval of the Federal Housing Administration and the Veterans Administration. In any event the said monthly assessment for developed lots may be increased during the development period by a vote of two-thirds (2/3) of the members voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting.

(b) Upon termination of the trust and conveyance of the common properties to the Association and subject to the provisions of Section 6 of this Article VII , lot owners shall pay to the Association monthly assessments as follows:

(1) Owners of undeveloped lots One dollar and fifty cent ($1.50) per month, per lot; and

(2) Owners of developed lots, Five dollars ($5.00) per month per lot (or, in the event that said amount has been increased as provided in the preceding subparagraph (a) or in Section 4 of this Article VII. The amounts as so increased). Provided, that said maximum monthly assessments for developed lots may be increased by the Association with the consent of two-thirds (2/3) of the members voting in person or by proxy, at a meeting duly called for such purpose , written notice of which shall be sent to all members not less than thirty (30) days or more than sixty (60) days in advance of the meeting. After consideration of current maintenance costs and future needs of the Association, the Board of Directors of the Association may fix the monthly assessment for developed lots at an amount less than the maximum monthly assessment. The maximum monthly assessment for developed lots may be increased by the Association without the assent of two-thirds (2/3) of the members as provided in section 4 of this Article VII.

Section 4. Increase in Monthly Assessments in Conformance with Rise in Consumer Price Index. From and January 1, 1973, the amount of the monthly assessment for developed lots may be

increased effective January 1 of each year without a vote of the membership, by not more than that amount which reflects the increase, if any, of the U.S. Bureau of Labor Statistics Consumer Price Index (calculated on the base period: 1957-1959 equal 100) for Seattle, Washington, for "Urban Wage Earners and Clerical Workers -- All Items", for the preceding month of August. Said index establishes the numerical rating for Seattle for the month of_____ as _____. This shall be the base rating. To determine the percentage by which the monthly assessment for developed lots for each subsequent year may be increased without a vote of the membership, said rating shall be divided into the said Consumer Price Index for the month of August preceding the effective date of any proposed increase. Said adjustment percentage, if in excess of 100 percentum, shall be multiplied by the initial monthly assessment amount provided for herein for developed lots to determine the maximum amount to which the monthly assessment may be increased for the subsequent year without a vote of the membership.

Section 5. Special Assessments for Capital Improvements. In addition to the monthly assessments authorized above, the Association may levy special assessments against developed lots for capital improvements upon the common properties. Any such levy by the Association shall be 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 properties, 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 members 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: Provided, further, that the development period any such levy shall require prior approval of the Trustee and the Developer.

Section 6. Uniform Rate of Assessment. Both monthly and special assessments shall be fixed at a uniform rate for all developed lots.

Section 7. Quorum for Any Action Authorized Under Section 3 and 5. At the first meeting called, as provided in Sections 3 and 5 hereof, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all the votes 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 5, 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 8. Date of Commencement of Monthly Assessments - Due Dates. As to all lots, the liability for the monthly assessments provided for in Section 3 (a) and (b) of this Article VII shall begin on the first day of the calendar month following the conveyance of the common area. Said assessment shall be due and payable on such date and on the first day of each calendar month thereafter. The due date of any special assessment under Section 5 of this Article VII shall be fixed by the Trustee, or, as to the Association, by the resolution authorizing such assessment.

Section 9. Effect of Nonpayment of Assessment - Remedies. If any assessment is not paid within thirty (30) days after it was first due and payable, the assessment shall bear interest from the date on which it was due at the rate of eight percent (8%) per annum, and the Developer or, upon termination of the trust, the Association, may bring an action at law against the one personally obligated to pay the same and/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 and all such sums shall be included in any judgment or decree entered in such suit. No owner shall be relieved of liability for the assessments provided for herein by non-use of the common properties of abandonment of his lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage (and to the lien of any second mortgage given to secure payment of the purchase price) now or hereafter placed on any lot. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot which is subject to such first mortgage, or purchase money second mortgage, pursuant to a decree of foreclosure under such mortgage or in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payment 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 11. Exempt Properties. 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;

(b) All properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Washington.

However, no land or improvements occupied as a dwelling shall be exempt from said assessments.

ARTICLE VIII

Maintenance

Section 1. Common Area. The Developer during the development period, and thereafter the Association, shall maintain (1) all common properties and facilities, including but not limited to all roads and underground utilities located on common property; (2) the median or boulevard planter strips located on streets within the properties; and (3) all street lighting facilities. The cost of all such maintenance shall be paid for from assessments collected by the Trustee, and, during the development period, also as provided in subparagraph (a) of Article VII.

Section 2. Exterior Maintenance of Residential Lots. Each individual home owner shall be obligated to provide exterior maintenance on his own lot. However, in the event an owner of any lot subject to assessment shall fail to maintain the premises and the exterior of the improvements situated thereon in a manner satisfactory to the Board of Directors of the Homes Association, the Developer or the Association, as the case may be, shall have the right, through their agents or employees, to enter upon said premises and to repair, maintain, and restore the lot and the exterior maintenance shall be added to and become part of the monthly assessment for the lot on which that work was performed and shall constitute a lien thereon.

ARTICLE IX

Party Walls

Section 1. General Rules of Law To Apply. Each wall which is built as a part of the original construction of the homes upon the properties and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARITCLE X

General Protective Covenants

Section 1. Residential Character of Property. The term "residential lot", as used herein, means all of the lots now or hereafter platted on the existing property with the exception of the common properties. No structures or buildings of any kind shall be erected, altered, placed or permitted to remain on any residential lot other than one single-family dwelling for single family occupancy only, not to exceed two stories in height, with a private garage or carport for not more than two standard size passenger automobiles.

Section 2. Architectural Control. No building shall be erected, placed or altered on any lot (residential or non-residential) on the property until the building plans, specifications and plot plan showing the nature, kind, shape, height, materials and location of such building have been submitted to and approved in writing as to quality of workmanship and materials, and to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Herman Sarkowsky, Dick Willard and John A. L. Howe, or by a representative designated by a majority of the members of said committee. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location.

If (1) The said Committee or its designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, and no suit relating to or arising out of the making of such alterations or changes has been commenced prior to one hundred eight (180) days after the completion thereof, such approval will not be required, and this section will be deemed to have been fully complied with.

Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to the covenant. The powers and duties of said committee members shall cease upon the termination of the developmental period, or upon the prior death of all three of said members. Thereafter the committee approval described in this covenant shall be obtained from the Architectural Control Committee of the Association.

All plans, specifications and plot plans which must be submitted for approval hereunder shall be submitted to said committee at the following address:

Timberlane Estates
Architectural Control Committee
800 156th Avenue NE
Bellevue, Washington

or to such other address as may hereafter be given in writing to the owners or contract purchasers involved by the Developer or by said Committee.

Section 3. Lot Size. No residential structure shall be erected or placed on any residential lot which has a lot area or an average width less than that provided for by the applicable King County Planned Unit Development resolution or resolutions applicable to the properties.

Section 4. Business and Commercial Use of Property Prohibited. No trade, craft, business, profession, commercial or activity of any kind shall be conducted or carried on upon any residential lot, or within any building located on a residential lot, nor shall any goods, equipment, vehicles (including buses, trucks and trailers of any description) or materials or supplies used in connection with any trade, service, or business, wherever the same may be conducted, or any vehicles in excess of 6,000 pounds gross weight (including buses, trucks and trailers of any description) used for private purposes, be kept, parked, stored, dismantled or repaired outside on any residential lot or on any street within the property nor shall anything be done on any residential lot which may be or may become an annoyance or nuisance to the neighborhood.

No lot or tract shall be used as a dump for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal. Yard rakings, such as rocks, lawn and shrubbery clippings and dirt and other material resulting from landscaping work shall not be dumped into public streets or ditches. The removal and disposal of all such materials shall be the sole responsibility of the individual lot owner. Should any individual lot owner or contract purchaser fail to remove any such trash, rubbish, garbage, yard rakings and other such materials from his property or the

street and ditches adjacent thereto, within ten (10) days following the date on which notice is mailed to him by the Developers or the Association informing him of such violation, then the Developer or the Association may have said trash removed and charge the expense of removal to said lot owner or purchaser. Any such charge shall become a continuing lien on the property, which shall bind the property in the hands of the then owner and his successors in interest. Such charge shall also be a personal obligation of the one who is the owner of the lot involved on the date of removal.

No owner of any residential lot shall permit any vehicle owned by him or by any member of his family or by any acquaintance, and which is in an extreme state of disrepair, to be abandoned or to remain parked upon any street or lot within the existing property for a period in excess of forty-eight (48) hours. Should any such owner or contract purchaser fail to remove such vehicle within two (2) days following the date on which notice is mailed to him by the Developer or the Association informing him of a violation of this provision, the Developer or the Association may have such vehicle removed and charge the expense of removal to said owner or purchaser in accordance with the provisions of the immediately preceding paragraph. A vehicle shall be deemed to be in an extreme state of disrepair when in the opinion of the Developer of the Directors of the Association, its presence offends the reasonable sensibilities of the occupants of the neighborhood.

Section 5. Residential Use of Temporary Structures Prohibited. No trailer, basement, tent, shack, garage, barn or other outbuildings or any structure of a temporary character erected or placed on the property shall at any time be used as a residence temporarily or permanently.

Section 6. Minimum Dwelling Size. The ground floor area of the main structure, exclusive of open porches, and garages, shall not be less than 800 square feet for a one-story dwelling, nor less than 600 square feet for the ground floor area of a dwelling of more than one story. (For the purpose of this provisions, a home with a daylight basement shall be considered a dwelling of more than one story if such daylight basement area extends 75% above grade.

Section 7. Easements. There are hereby specifically reserved for the benefit of the Association, the Developer, any applicable utility company, the lot owners in common, and each lot owner severally, as their respective interests shall obtain, the easements, reciprocal negative easements, secondary easements, and rights of way, as are specifically identified hereinafter.

(a) Utility Easements. On each lot an easement is reserved under, over and upon five foot strips of land adjacent to front, rear and side boundary lines for utility installation and maintenance, including but not limited to, power, telephone, water, sewer, drainage, gas, etc., together with the right to enter

upon the lots at all times for said purposes; Provided, however, that in the event the house constructed on any lot is constructed contiguous to a side boundary line of said lot, the utility easement reserved over the side boundary line over which the house is constructed shall ipso facto be deemed abandoned and released without further action of any kind or nature. Additional utility easements are reserved as shown on the recorded plat and others as required will also be regarded as will necessary easements required by governmental subdivisions; and

(b) Easement for Roof Overhang and Repair and Maintenance of Walls Contiguous to Side Boundary Lines.

Where a dwelling has been constructed contiguous to the common boundary line between adjoining lots, there is specifically reserved, upon the adjoining lot which faces the exterior wall of such dwelling as the servient tenement, for the benefit of the adjoining lot on which such dwelling is located and the owner thereof as dominant tenement, an easement over, under, upon and through such servient tenement for roof overhang and at reasonable places, for the performance of such work during daylight hours as may be necessary or advisable in connection with the maintenance, repair, or restoration of the side of the dwelling contiguous to the common boundary and the dwelling of which it is a part, and an easement for ingress and egress to perform such work.

(c) There is reserved to the Developer, the Trustee and to the Association, their agents and their servants, an easement in gross over each and every lot in the subdivision (all of which lots shall constitute the servient tenement) for entry and access at reasonable times and places for maintenance of common areas and decorative screening and for the performance generally of their rights and duties as provided in this declaration.

Section 8. Date for Completion of Construction. Any dwelling or structure erected or placed on any residential lot shall be completed as to external appearance, including finished painting, within eight (8) months from date of commencement of construction and, shall be connected to the public sewer system.

Section 9. Animals. No animal, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that cats, dogs, birds or other household pets may be kept if they are not kept, bred, or maintained for any commercial purpose, and that they shall not be kept in numbers or under conditions reasonably objectionable in a residential community.

Section 10. Signs. No signs shall be erected or maintained on any residential lot in the tract, except that not more than one approved FOR SALE or FOR RENT sign placed by the owner or builder

or by a licensed real estate broker, not exceeding eighteen (18) inches high and twenty-four (24) inches long, may be displayed on any lot. No signs are to be posted by owners until such signs have been approved as to design and appearance by the Architectural Control Committee.

Section 11. Mortgages Protected. Nothing herein contained shall impair or defeat the lien of any mortgage or deed of trust now or hereafter recorded covering any lot or lots, but title to any property obtained as a result of foreclosure shall thereafter be held subject to all of the provisions herein.

Section 12. Building Setback and Fence Requirements. No building shall be located nearer to front, rear or side lot lines than hereinafter set forth;

(a) Front Yard. The minimum distance between the front lot line and the dwelling shall be fifteen (15) feet except that between the front lot line and that portion of the front of the dwelling where a garage, carport and/or the required two car (parallel) off street parking area is to be located, the minimum distance shall be twenty (20) feet.

(b) Rear Yard. The minimum distance between any portion of the dwelling and rear lot line shall be fifteen (15) feet; provided, however, that in order to provide a minimum rear yard area of not less than thirteen hundred (1300) square feet (1200 square feet in the case of a corner lot), the average distance between the dwelling and the rear lot line shall be twenty (20) feet.

(c) Side Yards. The minimum distance between the dwelling located on any lot and side lot line of such lot abutting on a dedicated street shall be ten (10) feet. With respect to an interior lot which has one side lot line adjacent to any common property (an "end of court" lot), the minimum distance between the dwelling on such lot and the side lot line abutting the common property may be zero (0) feet but only in the event that the distance between the opposite side lot line of such lot and the dwelling thereon shall be not less than ten (10) feet. The minimum side yard with respect to all other interior side lot lines may be zero (0) feet or ten (10) feet provided that in any event a minimum of distance of ten (10) feet shall be maintained at all times between dwellings on their common side lot lines. (For example, if a dwelling is constructed on or abutting the common side lot line between that lot and an adjacent lot, the minimum distance between the dwelling on such adjacent lot and the common side lot line shall be ten (10) feet. If, however, the dwelling on that same lot is constructed within five (5) feet of the common side lot line between that lot and the adjacent lot, the minimum distance between the dwelling on such adjacent lot and the common side lot line shall also be five (5) feet. The foregoing requirements are intended to effect a ten (10) foot separation between the living area portions of dwellings. The garage or carport portions of dwellings located on adjacent lots may, however, be so

constructed that there is a common or party wall constructed on their common side lot line. In such event there is no minimum side yard requirement or minimum distance which must be maintained between them.

(d) The requirements of the foregoing sub-paragraphs (a), (b) and (c) are illustrated on Exhibits "B" and "C" attached to these covenants.

(e) Fencing. The location of perimeter walls, hedges and fences shall be permitted generally as outlined on the illustrations attached hereto as Exhibits "B" and "C". However, in any event the specific location requirements outlined in King County Zoning Code Section 24.48.150 shall be mandatory and no fences, walls or hedges shall be constructed in violation thereof.

ARTICLE XI

General Provisions

Section 1. Enforcement. The Trustee, the Association, the Developer and each owner of a lot or lots subject to this declaration, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration; Provided, however, that the Developer's right to enforce the provisions of this declaration shall terminate at such time as the Developer shall cease to be the Owner of a lot or lots subject to this declaration. Failure of the Trustee, the Association, the Developer or any such owner or contract purchaser to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Trustee, the Association, and the owner of any lot subject to this declaration including the Developer, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument terminating these covenants which is signed by not less than the owners then owning seventy-five percent (75%) of the property subject to the Declaration and any Supplemental Declaration shall have been filed with the King County Auditor. The covenants and restrictions of this declaration may be amended during the first twenty (20) year period by an instrument

signed by not less than the owners then owning ninety percent (90%) of the property subject to this Declaration or any Supplemental Declaration and thereafter by an instrument signed by not less than the owners then owning seventy-five percent (75%) of the property subject to this Declaration or any Supplemental Declaration. Amendments shall take effect when they have been recorded with the Auditor of King County.

Section 4. FHA/VA APPROVAL. As long as title to the common properties is held by the Trustee, as herein provided, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: dedication of common properties, and amendments of this Declaration of Covenants, Conditions, and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto set its hand and seal this 16th day of July, 1968.

DEVELOPER:

COVINGTON PROPERTIES,
Joint Venture

SHEROOD DEVELOPMENT CO.
By: Geo. B. Bell, Chairman of the Board

UNITED HOMES CORPORATION
By: Herman Sarkowsky, President

FIRST BANK MORTGAGE CORPORATION
By: W. R. Jennings, Senior Vice President

EXHIBIT "A"

TIMBERLANE

Legal Description

The north half of the northwest quarter of Section 29, Township 22 North, Range 6 East, W.M., in King County, Washington, and the north half of the southwest quarter of the northwest quarter of said Section 29.

ALSO:

The east half of Section 30, Township 22 North, Range 6 East, W.M., in King County, Washington . EXCEPT that portion of the north 30.00 feet thereof deeded to King County for road and deed recorded under Auditor's File No. 2931466, and EXCEPT the South 30.00 feet thereof deeded to King County for road and deed recorded under Auditor's File No., 2342794.

ALSO:

Those portions of Government Lot 1 and of the northeast quarter of the northwest quarter of Section 30, Township 22 North, Range 6 East, W.M., in King County, Washington , lying southeasterly of Primary State Highway No. 2 as deeded to Sate of Washington by deeds recorded under Auditor's Nos. 4988809 and 4995245, EXCEPT that portion lying within the north 30.00 feet of said Section which was deeded to King County for road by deed recorded under Auditor's File No. 2931459.

ALSO:

The southeast quarter of the northwest quarter of Section 30, Township 22 North, Range 6 East, W.M., in King County, Washington.

ALSO:

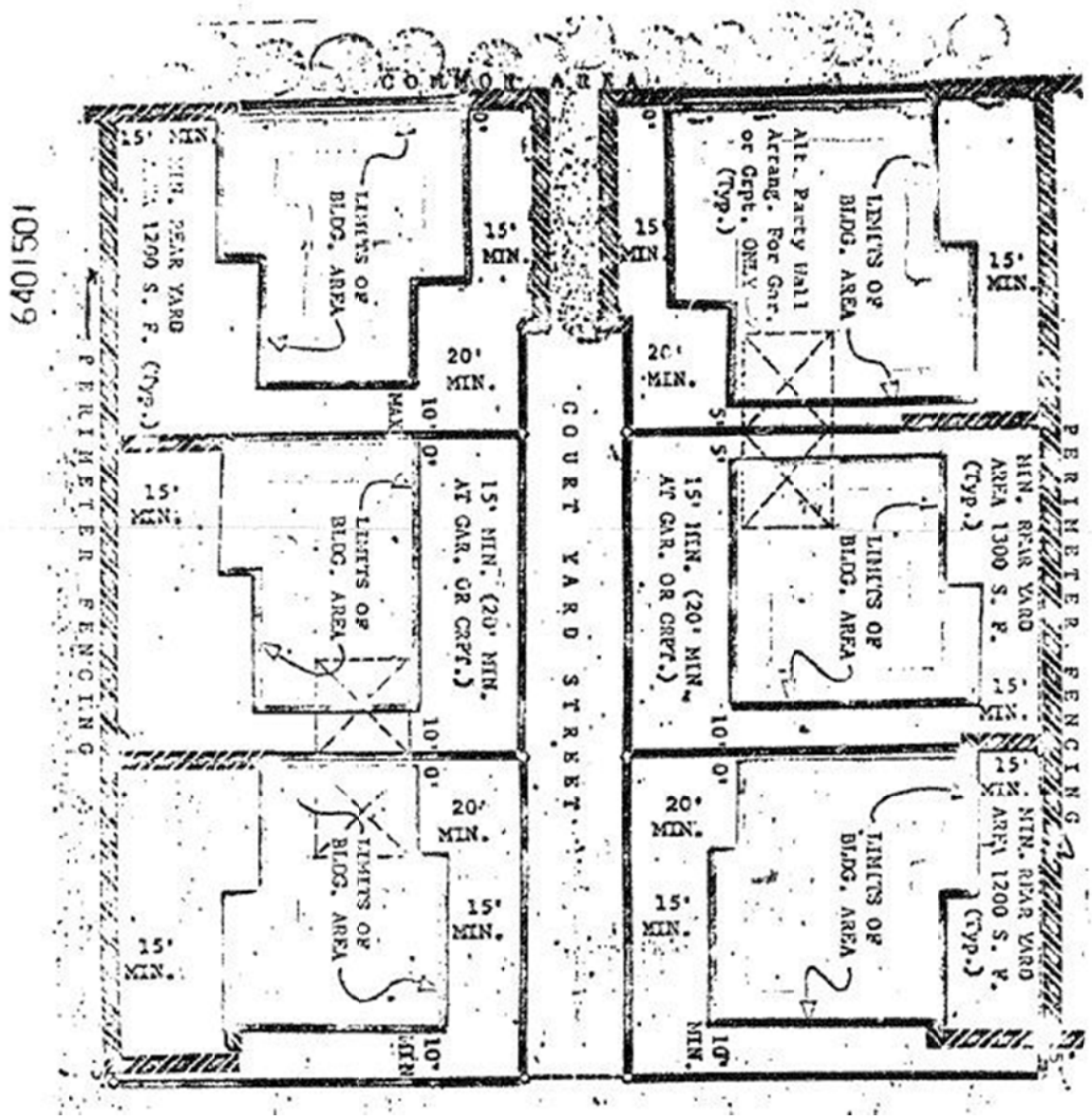
The east three quarters of the northeast quarter of the southwest quarter of Section 30, Township 22 North, Range 6 East, W.M., in King County, Washington.

ALSO:

Those portions of Section 29, Township 22 North, Range 6 East, W.M., in King County, Washington lying westerly of the Pacific Northwest Pipeline Co. Easement described as follows:

> The south half of the southwest quarter of the northwest quarter and also the northwest quarter of the southwest quarter of said Section 29.

EXHIBIT "B"

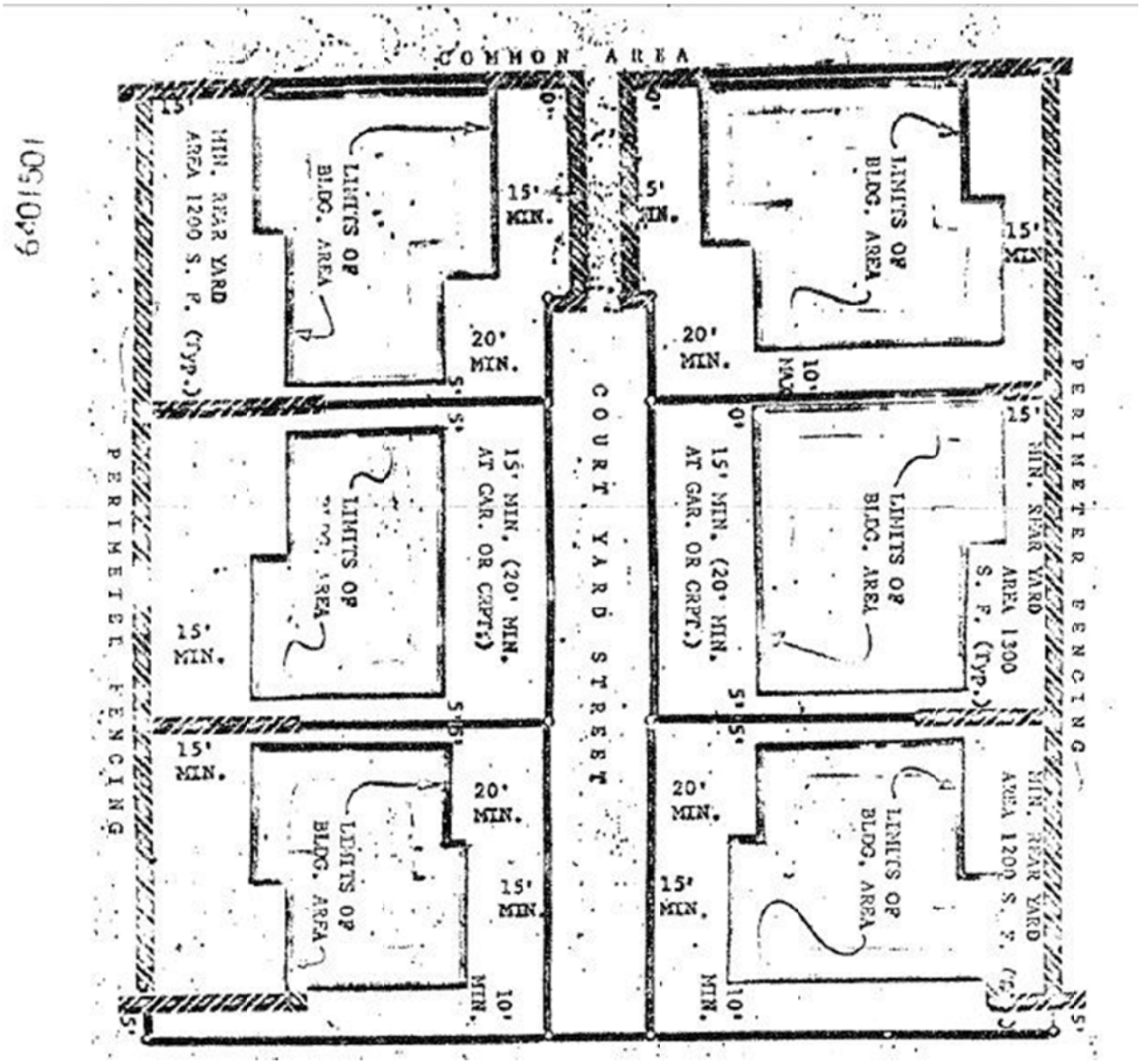


MINOR COLLECTOR STREET

SECTION 12, YARD AND FENCING REQUIREMENTS

(TYPICAL 6 – LOT COURT YARD)

EXHIBIT "C"



SECTION 12, YARD AND FENCING REQUIREMENTS

(TYPICAL 6 – LOT COURT YARD)