

# Vintage 1 Homeowners Association

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Filed for Record at Request of and  
After Recording Return to:

Lisa Baker  
Pacific Properties, Inc.  
14410 Bel-Red Road, Suite 200  
Bellevue, WA 98007

**DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS,  
EASEMENTS AND RESERVATIONS FOR PLAT OF VINTAGE I**

Grantor: Vintage I, Inc.

Grantee: Homeowners in the Plat of Vintage I

Tax Parcel Nos.: 342506-9052

Legal Description: S 1/2, S.E. 1/4, Sec. 34, Twp. 25 N., R.6  
E., W.M.; N.W. 1/4, S.E. 1/4, Sec. 34, Twp. 25 N., R.6 E.,  
W.M., King County, WA

Related Documents: n/a

THIS DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS,  
EASEMENTS AND RESERVATIONS FOR THE PLAT OF VINTAGE I (the  
"Declaration") is made by VINTAGE I, INC., a Washington corporation  
("Declarant") as of this 5<sup>th</sup> day of December, 1997.

RECITALS

Declarant is the owner of certain real property (the  
"Property") in King County, Washington, legally described on Exhibit  
A hereto.

The Property is subdivided as shown in the Plat for Vintage I  
recorded in volume 183 of Plats, pages 64 through 71 records  
of King County, Washington (the "Plat").

Declarant wishes to subject the Property to this Declaration.

NOW, THEREFORE, Declarant declares that the Property subject to  
all restrictions and easements of the Plat, shall be held,  
transferred, sold, conveyed, leased, used and occupied 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 touch and concern and run with title to the Property and which shall be binding on all parties having any right, title, or interest in the Property or any portion thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

## ARTICLE 1. DEFINITIONS

Section 1.1 Words Defined. In this Declaration and any amendments hereto, the following terms shall have the following meanings and all definitions shall be applicable to the singular and plural forms of such terms:

1.1.1 "Association" shall mean the Vintage I Homeowners Association described in Article 4 of this Declaration, its successor and assigns.

1.1.2 "Board" shall mean the Board of Directors of the Association, and "Directors" shall mean members of the Board of Directors.

1.1.3 "Common Areas" shall mean the real property (including the improvements and facilities thereon) described as all areas of the Property outside the Lots, including roadways, walkways, parking areas, parks, open space buffer and wetland areas shown on the Plat which will be conveyed by Declarant to the Association and held for the common use and enjoyment of the members of the Association, but shall not include any streets or other areas now or hereafter dedicated for public use. Common Areas specifically shall include Tracts A, C, L, M, N, O, Z, AA, BB, CC, DD, EE and FF, as shown on the face of the Plat. Common Areas shall also include the Community Common Areas more particularly defined in Section 4.10. Tracts O and Z of the Plat are hereby designated Community Common Areas.

1.1.4 "Construction" and "Constructed" shall mean any construction, reconstruction, erection or alteration of an Improvement, except wholly interior alterations to a then existing Structure.

1.1.5 "Declarant" shall mean Vintage I, Inc., or such successor or assign (including a Participating Builder) as Declarant may designate by a writing recorded in the records of the Auditor of King County.

1.1.6 "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions, and Reservations for the Plat of Vintage I, as it may from time to time be amended.

1.1.7 "First Mortgage" and "First Mortgagee" shall mean, respectively, (a) a recorded mortgage on a Lot that has legal priority over all other Mortgages thereon, and (b) the holder of a First Mortgage.

1.1.8 "Lot" shall mean any legally segmented and alienable portion of The Community shown upon any recorded subdivision map of the Plat of Vintage 1, the Plat of Vintage 1 Division 2, The Plat of the Vistas at Beaver Crest Division 1, The Plat of the Vistas at Beaver Crest Division 2 and any other Parcels within The Community, with the exception of streets and other public areas and the Common Areas.

1.1.9 "Mortgage" shall mean a recorded mortgage or deed of trust that creates a lien against a Lot and shall also mean a real estate contract for the sale of a Lot.

1.1.10 "Mortgagee" shall mean the beneficial owner, or the designee of the beneficial owner, of an encumbrance on a Lot created by a mortgage or deed of trust and shall also mean the vendor, or the designee of a vendor, of a real estate contract for the sale of a Lot.

1.1.11 "Owner" shall mean the record owner, whether one or more Persons, of fee simple interest in any Lot or Living Unit within The Community, including without limitation the Property, including Participating Builders but excluding Mortgagees or other persons or entities having such interest merely as security for the performance of an obligation. Purchasers or assignees under recorded real estate contracts shall be deemed Owners as against their respective sellers or assignors.

1.1.12 "Participating Builder" shall mean a Person who

acquires from Declarant one or more Lots for the purpose of improving the same for resale to future Owners.

1.1.13 "Person" shall mean an individual, corporation, partnership, association, trustee, or other legal entity.

1.1.14 "Plat" shall mean the recorded plat of Vintage I and any amendments, corrections or addenda thereto subsequently recorded.

1.1.15 "Property" shall mean the land described on Exhibit A and such additions thereto as may hereafter be subjected to the terms of the Declaration, and all improvements and structures now or hereafter placed on the land.

1.1.16 "Structure" shall mean any building, fence, wall, driveway, walkway, patio, garage, storage shed, carport, mailboxes, swimming pool, rockery, dog run or the like.

1.1.17 "Transition Date" shall be as defined in Section 4.10.

1.1.18 "Apartment Building" shall mean a building on one or more Lots owned by a person or entity, consisting of two or more attached residential living units under one roof, but excluding Condominium Units and Duplexes.

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

1.1.20 "The Community" shall mean the real property more particularly described in Section 2.19, which as of the date of this First Amendment has been partially platted or shall be platted into Phases consisting of the Plat of The Heights at Beaver Crest, the Greens at Beaver Crest, the Plat of Vintage 1, the Plat of Vintage 1 Division 2, the Plat of The Vistas at Beaver Crest Division 1 and the Plat of The Vistas at Beaver Crest Division 2.



1.1.21 "Living Unit" shall mean a building or structure or any portion thereof situated in The Community that is designed and intended for use and occupancy as a residence by a Single Family, including attached or detached houses, Condominiums, and units within Apartment Buildings, and the appurtenant landscaping, fences, garages, driveways or parking areas occupying any Lot on which a Living Unit is situated. If a Living Unit is constructed on a Lot, the definition of Living Unit shall be deemed to encompass the underlying Lot, as well, but the definition shall not include any Lot on which a Living Unit has not yet received a certificate of occupancy or analogous certificate from the applicable governmental authority.

1.1.22 "Murray Franklyn" shall mean any entity or entities which is a member of the Murray Franklyn Family of Companies, of which Declarant is also a member.

1.1.23 "Phase" shall mean any portion of The Community that is segregated by Declarant's (or a related entity) filing for recording of a final plat, short plat, binding site plan, condominium declaration or other analogous recorded plan, map or document that creates Lots, Living Units or Common Areas.

Section 1.2 Form of Words. The singular form of words shall include the plural and the plural shall include the singular. Masculine, feminine, and neuter pronouns shall be used interchangeably.

Section 1.3 Exhibits. The following are exhibits to this Declaration:

- Exhibit A - Legal Description of the Property
- Exhibit B - Fence Detail

## ARTICLE 2. COMMON AREAS AND EASEMENTS.

Section 2.1 Conveyance to Association. Declarant hereby covenants to convey the Common Areas to the Association at recording of the Plat and filing of the Articles of Incorporation of the

Association.

Section 2.2 Use. Each Owner shall have the right to use the Common Areas in common with all other Owners. The right to use the Common Areas shall be appurtenant to and pass with the ownership of each Lot and shall extend not only to each Owner, but also to his agents, tenants, members of his household, invitees, and licensees. The right to use the Common Areas shall be governed by the provisions of this Declaration, the Bylaws, and the rules and regulations of the Association.

Section 2.3 Abandonment of Common Areas. The Common Areas may not be abandoned, partitioned, subdivided, encumbered, sold, or transferred by the Association, any Owner or any third party, provided that, with the approval of at least 67% of the Owners and compliance with any restrictions on the face of the Plat, the Common Areas may be transferred to or encumbered for the benefit of a public agency, authority, or utility. The granting of easements for utilities or for other purposes consistent with the intended use of the Common Areas by the Owners shall not be deemed a partition or division.

Section 2.4 Alteration of Common Areas. Nothing shall be altered or constructed in or removed from any Common Areas except upon the prior written consent of the Board.

Section 2.5 Easements for Utilities. Declarant hereby creates and reserves a 10 foot easement along all property lines adjoining street frontage and a 2.5 foot easement along all side Lot lines for the benefit of Puget Sound Energy, U.S. West Telephone Company, Washington Natural Gas Company, Sammamish Plateau Water and Sewer District and such other similar private utility and drainage users as may be authorized by the Board, all for installation, repair, replacement and operation of the utility services provided by such entities, together with the right to enter upon the easements at all time for the purposes stated. No structures shall be constructed on any area reserved for this easement. The Board, with the consent of at least 51% of the voting power of the Association, shall be entitled to designate those additional private utilities that shall be entitled to utilize the easement area reserved in this Section 2.5.

Section 2.6 Easement for Water and Sewer District. Declarant hereby creates and reserves an easement for the benefit of the Sammamish Plateau Water and Sewer District (the "District") under and upon the easements shown on the face of the Plat and described as "Sanitary Sewer Easement", "Water Easement" and the "Utilities Easement" over Lots 3 and 4, Lot 87 and Tract O and the "Pond Access Easement" over Tract S for installation, repair, replacement and operation of water mains and appurtenances and sanitary sewer mains and appurtenances for the Property and other property, together with the right to enter upon said easements at all times for the purposes stated. No structures or obstructions, including fences, shall be constructed on any area reserved for this easement and no trees, bushes or other shrubbery shall be planted in any area reserved for this easement, unless otherwise approved by the District.

Section 2.7 Drainage Easement. Declarant hereby creates and reserves an easement for the benefit of King County under and upon the easements shown on the face of the plat as "Storm Easement" or "Drainage Easement" or "Storm Sewer Easement", including without limitation the "Utilities Easement" over Lots 3 and 4, Lot 87 and Tract O and the "Pond Access Easement" over Tract S. Structures, fill or obstructions (including but not limited to decks, patios, outbuildings, or overhangs) shall not be permitted within the drainage easements created by this subsection. Additionally, grading and construction of fencing shall not be allowed within the drainage easements shown on the face of the plat and created hereby unless otherwise approved by King County Surface Water Management Division.

Section 2.8 Sensitive Areas. Tracts R and Q Q are hereby designated as Sensitive Areas as well as Common Areas and as per Section 2.1 above shall be conveyed to the Association. Dedication of a sensitive area tract/sensitive area and buffer conveys to the public a beneficial interest in the land within the tract/sensitive area and buffer. This interest includes the preservation of native vegetation for all purposes that benefit the public health, safety and welfare, including control of surface water and erosion, maintenance of slope stability, and protection of plant and animal habitat. The sensitive area tract/sensitive area and buffer imposes upon all present and future owners and occupiers of the land subject to the tract/sensitive area and buffer the obligation, enforceable on behalf of the public by King County, to leave undisturbed all

trees and other vegetation within the tract/sensitive area and buffer. The vegetation within the tract/sensitive area and buffer may not be cut, pruned, covered by till, removed or damaged without approval in writing from King County Department of Development and Environmental Services or its successor agency, unless otherwise prohibited by law.

The common boundary between the tract/sensitive area and buffer and the area of development activity must be marked or otherwise flagged to the satisfaction of King County prior to any clearing, grading, building construction or other development activity on a Lot subject to the sensitive area tract/sensitive area and buffer. The required marking or flagging shall remain in place until all development proposal activities in the vicinity of the sensitive area are completed.

Building foundations shall not be permitted beyond the building setback line or within drainage easements except for allowed projections pursuant to King County Code 21A.12.170.

Section 2.9 Permanent Open Area and Prohibited Clearing. Tracts A, C and N (the "Open Space Tracts") are hereby reserved and set aside for permanent open space and recreational use for the benefit of the Owners of the Lots and shall be owned and maintained by the Association as part of the Common Area. No clearing shall be permitted within Tract C except for that which is necessary for trail easements and drainage conveyances. Tract C is subject to an easement for trails and all of the Open Space Tracts are subject to utility easements, all as more particularly shown on the face of the Plat. No clearing shall be permitted within the N.G.P.E. on Lot 39. The clearing restrictions in this Section 2.9 shall be enforced by the Board. The trail to be located on Tract C shall be owned and maintained by the Association as part of the Common Area. Declarant, on behalf of the Association, hereby reserves the right to grant future easements over the Open Space Tracts or convey future portions of the Open Space Tracts to the Sammamish Plateau Sewer and Water District for the construction of a sewage lift station and appurtenances, including but not limited to a building located adjacent to the lift station.

Section 2.10 Tract H. Tract H is to be deeded by quit claim deed to Gordon S. Johnson upon recording the Plat.

Section 2.11 Storm Detention. Tracts B and E are hereby dedicated to King County for storm detention purposes and King County shall be solely responsible for maintenance of any storm detention and drainage facilities located thereon. Tract Y is hereby dedicated to King County for Storm Drainage facilities, and King County shall be solely responsible for maintenance of any facilities located thereon.

Section 2.12 Monuments and Landscaping. Tracts AA, BB, L, M, O, Z, CC, DD, EE and FF are hereby reserved for installation, repair, replacement and operation of entry monumentation, other signage and landscaping, and are subject to easements for utilities as shown on the face of the Plat. The Board shall be responsible for maintenance, operation and repair of the entry monumentation, other signage and landscaping in these Tracts, and expenses relating thereto shall be expenses of the Association subject to assessment pursuant to Article 7. The Association shall have the right at any time to trim trees within these areas, as the Association shall deem necessary or desirable, at its sole discretion, and the Owners of the Lots adjacent to Tracts AA, BB, L, M, Z, CC, DD, EE and FF hereby waive any and all objections to such trimming.

Section 2.13 Tracts in Private Ownership for Future Development. Tracts D and S shall remain in private ownership for future development by Declarant or its successors and assigns. All Owners hereby waive any protest whatsoever with respect to future development of Tracts D and S. No Owner shall oppose or appeal any application for permits or any other governmental approvals, including but not limited to SEPA, for development of Tracts D and S. No Owner shall take any other action which might have the effect of stopping or delaying development of Tracts D and S or increasing the cost of such development. No Owner shall in any way assist, aid or cooperate with other persons or entities who oppose or who contemplate opposing development of Tracts D and S. The provisions of this Section shall be enforceable by Declarant, its successors and assigns who wish to develop Tracts D and S, notwithstanding that Declarant (or its successors and assigns) may not own any Lots within the Property at the time development of Tracts D and S is commenced. Development of Tracts D and S shall be deemed to have commenced upon commencement of conceptual design work prior to submitting any applications for permits or other governmental

approvals.

Tract D is subject to a temporary easement over, under and across for ingress, egress, drainage and utilities, which easement interest shall extinguish and terminate by its own terms without any further action required by the owner or King County, upon the recording of a subsequent final plat on Tract D. It is intended that said subsequent plat will identify precisely any permanent easement corridor locations across Tract D.

Section 2.14 Pedestrian Corridors. Tracts X and W are for the purpose of providing pedestrian access to and from 238th Avenue S.E. and the abutting cul-de-sacs. Maintenance of the pedestrian corridors shall be the responsibility of the Board, and expenses relating thereto shall be expenses of the Association subject to assessment pursuant to Article 7. Tracts X and W are subject to easements for drainage and utilities, as more particularly shown on the face of the Plat.

Section 2.15 Private Access.

2.15.1 Tract K. Tract K provides ingress and egress to Lots 1 through 6. Each of the Owners of Lots 1 through 6 shall have an undivided one-sixth ownership interest in Tract K, and each of the Owners shall be responsible for one-sixth of the repair, replacement and maintenance costs of the driveway and any landscaping located Tract K. The Board may impose a special assessment on the Owners of Lots 1 through 6 for the purposes of repair, replacement and maintenance of the driveway and landscaping located in Tract K. All disputes with respect to Tract K shall be resolved by the Board, whose decision shall be binding on the Owners of Lots 1 through 6. None of the Owners of Lots 1 through 6 shall park any vehicles in Tract K or otherwise obstruct in any manner access by the other Owners over Tract K.

2.15.2 Tract G. Tract G provides ingress and egress to Lots 85, 86 and 87. Each of the Owners of Lots 85, 86 and 87 shall have an undivided one-third ownership interest in Tract G, and each of the Owners shall be responsible for one-third of the repair, replacement and maintenance costs of the driveway and any landscaping located in Tract G. The Board may impose a special assessment on the Owners of Lots 85, 86 and 87 for the purposes of

repair, replacement and maintenance of the driveway and landscaping located in Tract G. All disputes with respect to Tract G shall be resolved by the Board, whose decision shall be binding upon the Owners of Lots 85, 86 and 87. None of the Owners of Lots 85, 86 and 87 shall park any vehicles in Tract G or otherwise obstruct in any manner access by the other Owners over Tract G.

Section 2.16 Street Trees and Planter Islands. Planter islands, if any, located within the public rights-of-way shall be maintained by the Board, and expenses relating thereto shall be expenses of the Association subject to assessment pursuant to Article 7. The Board also shall be responsible for maintaining any required street trees located within the Plat, and expenses relating thereto shall be expenses of the Association subject to assessment pursuant to Article 7.

Section 2.17 Prohibited Access. There shall be no direct vehicular access to or from 238th Avenue S.E. and 240th Avenue S.E. from those Lots which abut these streets.

Section 2.18 Conditions for Grant of Easements The easements granted in Sections 2.5, 2.6 and 2.7 are subject to the agreement of grantees to compensate grantor (or grantor's successors and assigns) for any damage to the affected property caused by the exercise of grantee's easement rights; to use reasonable care in carrying out any construction or repair in the easement areas and to restore such areas, to the extent reasonably practicable, to the condition they were immediately prior to such work; and to indemnify and hold harmless grantor (and grantor's successors and assigns) from any and all claims for injuries and/or damages suffered by any person caused by grantee's exercise of the rights therein granted.

Section 2.19 Cross Easements Over Common Areas. The real property located within The Community is legally described in Exhibit A, which, for marketing purposes, is referred to as "Vintage", including "Avignon", "Keswick", "Touraine", "Pomerol", "Provence", "Bouchard", and any other marketing names adopted by Declarant, Murray Franklyn or other developers of property within The Community. Each of the Plats within The Community has its own homeowners association, which is responsible for the maintenance of certain Common Areas within the boundaries of that particular plat. However, in order to provide for the integrated use of the Common

Areas and Community Common Areas located throughout The Community, the Association hereby grants and conveys to all of the Owners within the Plat of the Heights at Beaver Crest, the Plat of the Greens at Beaver Crest, the Plat of Vintage 1 Division 2, the Plats of Vistas Division 1 and Vistas Division 2 and such future plats or Phases as may be created within The Community, the right to use the Common Areas (including any Community Common Areas) located within the Plat, consistent with such reasonable, non-discriminatory rules and regulations as may be adopted by the Board. The Board is authorized to create reasonable rules and regulations governing use of such Common Areas, provided that no such rules and regulations may discriminate among members of The Community. In addition, all of the associations and Building Apartment Owners shall contribute toward the maintenance and operation of the Community Common Areas, all as more particularly described in Section 4.10. The easements conveyed in this First Amendment shall be appurtenant to and shall not be separated from ownership of any Lot or Living Unit and shall not be assigned or conveyed in any way except upon the transfer of title to such Lot or Living Unit, and then only to the transferee of such title and shall be deemed so transferred and conveyed whether or not it shall be so expressed in the deed or other instrument conveying title. The Association shall reasonably cooperate with other homeowner associations created as part of creating Phases within The Community and with the Maintenance Committee in enforcing reasonable and non-discriminatory rules and regulations adopted by such other associations which govern use of the Common Areas. Unless it elects to otherwise delegate its authority, the Maintenance Committee shall have sole authority to adopt and enforce reasonable and non-discriminatory rules and regulations governing use of the Community Common Areas.



ARTICLE 3. CONSTRUCTION ON LOTS AND USE OF LOTS.

Section 3.1 Uniformity of Use and Appearance. One of the purposes of this Declaration is to assure within the Property a uniformity of use and quality of workmanship, materials, design, maintenance and location of Structures with respect to topography and finish grade elevation. It is in the best interests of each Owner that such uniformity of use be maintained as hereinafter provided. Notwithstanding anything herein set forth, the Construction of any Structure shall comply with the more restrictive of either (i) the terms and conditions of this Declaration or (ii) the laws, codes, ordinances and regulations of any governmental entity having jurisdiction.

Section 3.2 Submission and Approval of Plans

3.2.1 Construction. No Structure shall be Constructed or caused to be Constructed on any Lot unless the Plans for the Structure have been approved in writing by the Board in its capacity as the Architectural Control Committee. The Board's approval of any Plans shall not constitute any warranty or representation whatsoever by the Board or any of its members that such Plans were examined or approved for engineering or structural integrity or sufficiency or compliance with applicable governmental laws, codes, ordinances and regulations, and each Owner hereby releases any and all claims or possible claims against the Board or any of them, and their heirs, successors and assigns, or of any nature whatsoever, based upon engineering or structural integrity or sufficiency or compliance with applicable governmental laws, codes, ordinances and regulations.

3.2.2 Submission. At least 45 days before commencing Construction of any Structure on any Lot, the Owner shall submit to the Board two complete sets of detailed building, construction, surface water run-off control and specifications and a site plan showing the location of all proposed Structures (the plans, specifications and site plans are individually and collectively referred to herein as the "Plans").

3.2.3 Approval. The Board may withhold its approval by reason of its reasonable dissatisfaction with the location of the Structure on the Lot, color scheme, finish, architecture, height,

impact on view from another Lot or Lots, appropriateness of the proposed Structure or materials used therein. The Board's approval or disapproval of Plans shall be made within 45 days of submission of a complete set of plans, shall be in writing, and approval shall be evidenced by written endorsement on such Plans, one copy of which shall be delivered to the owner of the Lot upon which the Structure is to be Constructed. Except for violation of those restrictions specifically set forth in Sections 3.3 through 3.5, if the Board has not objected to the Structure, filed suit challenging construction of the Structure or taken such other action as the Board deems reasonably appropriate within six months after completion of the Structure, Board approval will not be required and the related Covenants shall be deemed to have been fully complied with.

### Section 3.3 Size and Height.

3.3.1 Floor Area. The floor area of the main house Structure, exclusive of open porches and garages shall be not less than: (i) 1400 square feet for a dwelling containing a single level; and (ii) 1700 square feet for a dwelling containing two levels.

3.3.2 Lot Size. No Lot or portion of a Lot in this Plat shall be divided and sold or resold, or ownership changed or transferred whereby the ownership of any portion of this Plat shall be less than the area required for the use district in which the Lot is located.

3.3.3 Local Codes. All buildings or Structures shall be constructed in accordance with King County and other applicable Codes. In the event of a conflict between any applicable codes and this Declaration, the codes shall govern.

### Section 3.4 Appearance.

Unless otherwise approved by the Board, the following design/construction requirements shall apply.

3.4.1 Roofing. The roof shall be a composition roof with a 30-year life.

3.4.2 Siding. All siding materials shall be of masonry (including stucco, dryvit, cultured stone, brick, stone, or similar

material), and/or wood or wood type siding material. All paints or natural finishes shall be those colors commonly known as earth tones and shades of white.

3.4.3 Entry Walks, Porches and Decks. All front entry walks shall be exposed aggregate concrete, and all decks and wood porches shall be constructed of cedar or pressure-treated materials.

3.4.4 Driveways. All driveways shall be constructed of exposed aggregate concrete paving.

### Section 3.5 Use Restrictions.

3.5.1 Residential Use. The Lots shall be used only for single family residential purposes, and only one single family residence (and such accessory structures as are approved pursuant to this Article 3) shall be constructed on each Lot. Temporary "model homes" and real estate sales offices established for the purpose of marketing the Plat shall be considered a residential use until houses have been built and sold on all Lots.

3.5.2 Maintenance of Buildings and Lots. Each Owner shall, at the Owner's sole expense, keep the interior and exterior of the Structure on the Owner's Lot, as well as the Lot, in a clean and sanitary condition, free of rodents and pests, and in good order, condition and repair and shall do all redecorating, painting, landscaping, and maintenance at any time necessary to maintain the appearance and condition of the Structure and the Lot.

3.5.3 Completion of Construction. Any Structure erected or placed on any Lot shall be completed as to external appearance within eight months from the date Construction is started, however, with good cause shown, the Board may extend this term. All front landscaping must be completed within one month from the date of issuance of the certificate of occupancy, all side and rear landscaping must be completed within six (6) months of issuance of certificate of occupancy, however, with good cause shown, the Board may extend this term. All Lots shall be maintained in a neat and orderly condition during Construction.

3.5.4 Parking. No commercial-type trucks, campers, trailers, motorhomes, boats or motorcycles shall be parked or

permitted to remain on any Lot, unless the same is stored or placed in a garage, in a rear yard area screened from adjoining lots, or in a screened carport. No such vehicles shall be parked overnight on any street adjoining any Lot; provided that such vehicles belonging to guests may occasionally be so parked. No motor vehicles, inoperative for reasons of mechanical failure, shall be parked and/or stored on any Lot or in the street right-of-way for more than 72 hours.

3.5.5 Signs. No sign of any kind shall be displayed to the public view on or from any Lot without the prior written consent of the Board, except for "For Rent" or "For Sale" signs in a form not prohibited by any rules and regulations of the Board. This Section shall not apply to the Declarant or any Participating Builder.

3.5.6 Animals. No horses, livestock, poultry, reptiles, pigs or other non-domestic animals shall be kept on any lot. All animal enclosures must be kept in a clean, neat and odor-free condition at all times. Notwithstanding anything set forth herein all Owners shall comply with all applicable governmental laws, codes, ordinances, and relations pertaining to animals.

3.5.7 Temporary Structures. No Structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be installed, placed or used on any Lot as a residence, either temporarily or permanently.

3.5.8 Clothes Lines. No washing, rugs, clothing, apparel or any other article shall be hung from the exterior of any Structure or on a Lot so as to be visible from the streets and roadways adjoining the Lots.

3.5.9 Radio and Television Aerials and Satellite Dishes. No television or radio aerial shall be erected or placed on any Lot. No rotary beams, separate towers or other similar devices shall be constructed on any Lot without the written approval of the Board. No satellite receiving dishes or other such electronic receiving devices shall be located on any Lot in a location that is visible from the adjoining homes, streets, and roadways. All aerial and satellite dish installations must receive prior written approval from the Board.

3.5.10 Trash Containers and Debris. All trash shall be placed in sanitary containers either buried or screened so as not to be visible from adjoining Structures or streets or roadways. No Lot or any portion thereof shall be used as a dumping ground for trash or rubbish of any kind. Yard rakings, dirt and debris resulting from landscaping work or Construction shall not be dumped onto adjoining lots or streets or roadways. Compost piles may be kept upon the Lots provided they are kept in a clean, neat, odorless and sanitary condition.

3.5.11 Offensive Activity. No trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind, including day schools, nurseries, or church schools (except in-home day care for not more than two children, provided that there shall be no external signage of such activity), shall be conducted or permitted on any Lot, nor shall goods, equipment, vehicles or materials used in connection therewith, be kept, parked, stored, dismantled or repaired outside of any Lot or any street within the Property. No noxious activity, including but not limited to the creation of excess levels of noise, shall be carried on in any Lot, nor shall anything be done therein which may be or become an annoyance or nuisance to other Owners or tenants.

3.5.12 Underground Utilities. No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunications purposes nor any pole, tower or other structure supporting said outdoor overhead wires shall be erected, placed or maintained within the Property. All Owners shall use underground service wires to connect any Structure to electric or telephone utility facilities.

3.5.13 Water Supply/Sewage Disposal. No individual water supply system or individual sewage system shall be permitted on any Lot.

3.5.14 Damage. Any damage to streets, Plat improvements, entry structure, fences, landscaping, mailboxes, lights and lighting standards by Lot Owners, their children, contractors, agents, visitors, friends, relatives or service personnel shall be repaired and restored to like new condition by such Owner within

twelve (12) days from the occurrence of such damage.

3.5.15 Window Coverings. Curtains, drapes, blinds or valances shall be installed on all windows within ninety (90) days of occupancy. No newspapers, bed sheets or other makeshift window coverings shall be visible from the exterior of the Structure.

3.5.16 Wood Piles. No wood piles shall be located within the front yard setback or otherwise in a location visible from the street.

3.5.17 Fences. All fences shall conform to the fence detail shown on Exhibit B unless otherwise authorized by the Board. Unless otherwise authorized by the Board, no fence, wall hedge or mass planting over three feet in height, other than foundation planting, shall be permitted to extend nearer to any street than the minimum setback line; however, nothing shall prevent erection of a necessary retaining wall, the top of which does not extend more than two feet above the finished grade at the back of said retaining wall.

#### ARTICLE 4. VINTAGE I HOMEOWNERS ASSOCIATION.

Section 4.1 Form of Association. The Owners of Lots within the Property shall constitute the members of the Vintage I Homeowners Association, a Washington nonprofit corporation to be formed by Declarant. The rights and duties of the members and of the Association shall continue to be governed by the provisions of this Declaration, and the Association's Articles of Incorporation and Bylaws.

Section 4.2 Board of Directors. The affairs of the Association shall be governed by a Board of Directors (the "Board"). The initial Board shall be as described in the Articles of Incorporation of Vintage I Homeowners Association and shall serve until the Transition Date. Except, however, so long as Declarant owns any Lot within the Plat, the initial Board shall continue to function in its capacity as the Architectural Control Committee, as more particularly set forth in Article 3. At such time as the last Lot owned by Declarant is sold to a retail purchaser, the duties of the Board set forth in Article 3, in its capacity as the Architectural Control Committee, shall be assumed by the Board

elected to serve after the Transition Date. After the Transition Date, the Board shall consist of such numbers of members as provided for in the Articles of Incorporation and Bylaws of the Association.

Subject to any specific requirements hereof, the Board shall have authority to establish operating rules and procedures. In the event of death or resignation of any member or members of the Board, the remaining member or members, if any, shall have full authority to appoint a successor member or members. Members of the Board shall not be entitled to any compensation for services performed as Directors pursuant to this Declaration. Upon the Transition Date and without further action by any person or persons, (i) the term of the initial Directors or their successors shall end, and (ii) the initial Directors and their then successors shall be released from any and all liability whatsoever for claims arising out of or in connection with this Declaration, excepting only claims arising prior to the Transition Date.

Section 4.3 Qualification for Membership. Each owner of all or a portion of the fee interest in a Lot (including Declarant) shall be a member of the Association. Ownership of a Lot shall be the sole qualification for membership in the Association. Membership shall be appurtenant to and may not be separate from Ownership of any Lot, and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except upon the transfer of title to the Lot and then only to the transferee of title to the Lot. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association to the persons constituting the new Owners.

Section 4.4 Voting Rights. The Association shall have two (2) classes of voting membership:

Class A: Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned; provided, that if a Lot has been sold on contract, the contract purchaser shall exercise the rights of an Owner. Except with respect to contract purchasers, when more than one person holds an interest in any Lot, all such persons shall be members.

Class B: Class B members shall be the Declarant and shall be

entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership effective on the Transition Date.

Section 4.5 Voting. If a Lot is owned by more than one person and only one of them is present or represented at a meeting, the one who is present or represented will represent the Owner. The vote for a Lot must be cast as a single vote, and fractional votes shall not be allowed. If joint owners are unable to agree among themselves how their vote shall be cast, they shall lose their right to vote on the matter in question. An Owner may, by written notice to the Board, designate a voting representative for the Lot. The designated voting representative need not be an Owner. The designation may be revoked at any time by written notice to the Board from a Person having an ownership interest in a Lot, or by actual notice to the Board of the death or judicially declared incompetence of any Person with an ownership interest in the Lot, except in cases in which the Person designated is a Mortgagee of the Lot. This power of designation and revocation may be exercised by the guardian of an Owner, the attorney-in-fact for the Owner under a durable power of attorney, and the administrator or executor of an Owner's estate. If no designation has been made, or if a designation has been revoked and no new designation has been made, the voting representative of each Lot shall be the group composed of all of its Owners.

Section 4.6 Pledged Votes. An Owner may, but shall not be obligated to, pledge his vote on all issues or on certain specific issues to a Mortgagee; provided, however, that if an Owner is in default under a Mortgage on his Lot for 90 consecutive days or more, the Owner's Mortgagee shall automatically be authorized to declare at any time thereafter that the Owner has pledged his vote to the Mortgagee on all issues arising after such declaration and during the continuance of the default. If the Board has been notified of any such pledge to a Mortgagee, only the vote of the Mortgagee will be recognized on the issues that are subject to the pledge.

Section 4.7 Annual and Special Meetings. Within one year following recording of the final plat, on a date selected by the Board, there shall be a meeting of the members of the Association and thereafter there shall be an annual meeting of the members of the Association in the first quarter of each fiscal year at such



reasonable place and time as may be designated by written notice from the Board delivered to the Owners no less than 30 days before the meeting. At the first such meeting, and at each annual meeting thereafter, the Owners shall elect by majority vote individuals to serve as Directors until a successor is elected at the next annual meeting. Each Lot shall be entitled to one vote for each Director and the voting for Directors shall be non-cumulative. The financial statement for the preceding fiscal year (if any) and the budget the Board has adopted for the pending fiscal year shall be presented at the annual meeting for ratification by the members, as more specifically provided in Section 7.1. Special meetings of the members of the Association may be called at any time upon not less than 14 days prior written notice to all Owners, for the purpose of considering matters which require the approval of all or some of the Owners, or for any other reasonable purpose. Any First Mortgagee of a Lot may attend or designate a representative to attend the meetings of the Association.

Section 4.8 Books and Records. The Board shall cause to be kept complete, detailed, and accurate books and records of the receipts and expenditures (if any) of the Association, in a form that complies with generally accepted accounting principles. The books and records, authorizations for payment of expenditures, and all contracts, documents, papers, and other records of the Association shall be available for examination by the Lot Owners, Mortgagees, and the agents or attorneys of either of them, during normal business hours and at any other reasonable time or times.

Section 4.9 Transition Date. The "Transition Date" shall be the date control of the Board passes from the initial Board to the Association. Prior to the Transition Date, Declarant shall be entitled to exercise all rights and powers of the Board and the Association. At Declarant's option, the Transition Date will be either: (i) the date designated by Declarant in a written notice to the Owners, which date may be by Declarant's election any date after this Declaration has been recorded; or (ii) the 120th day after Declarant has transferred to retail purchasers title to all Lots in the Property. For purposes of the foregoing clause (ii) transfer of title to a Lot by Declarant to any Participating Builder shall be disregarded and title to any Lot owned by Participating Builder shall not be deemed transferred for purposes of determining the Transition Date until the Lot is further transferred by Partici-

pating Builder to a purchaser who is not either a Participating Builder or Declarant.

Section 4.10 Maintenance Committee. The Association agrees that it shall be the responsibility of all of the Owners in The Community to maintain those Common Areas which are used by or which otherwise benefit The Community and all of the Owners therein. The Common Areas to be so maintained are as follows, and shall collectively be referred to hereafter as "The Community Common Areas": the large soccer/athletic field and all appurtenant facilities which are planned for construction and are anticipated to be located on Beaver Crest Drive, which will be part of the Phase which is anticipated to be known as The Greens at Beaver Crest, or whatever substitute recreational facilities or improvements Declarant or Murray Franklyn elects to construct; all trails which have been or will be constructed throughout The Community; the two large regional monuments which are located, respectively, at the corner of 238<sup>th</sup> Avenue S.E. and S.E. 8<sup>th</sup> Street and at the corner of S.E. 4<sup>th</sup> Place and 244<sup>th</sup> Avenue S.E.; and all of the landscaping, including street trees and planter islands and other appurtenances not dedicated to or the responsibility of King County and which are located within the following street rights of way: S.E. 4<sup>th</sup> Place, 238<sup>th</sup> Avenue S.E., the North side of S.E. 8<sup>th</sup> Street and the West side of 244<sup>th</sup> Avenue S.E.

4.10.1 Maintenance Committee. Declarant has previously created a Maintenance Committee to manage the maintenance of The Community Common Areas. The Maintenance Committee is comprised of one member from each Association within The Community, who shall be the President of the Board of each association within The Community or, in the case of Phases on which Apartment Buildings are constructed, the representative on the Maintenance Committee shall consist of the Owner/landlord of each such Phase. The Maintenance Committee shall be responsible for maintenance, repair, replacement, operation and construction of the Community Common Areas. Neither the Board nor the Owners shall have the right to amend this Declaration in any manner affecting the Maintenance Committee or this Section 4.10 without either: (i) a vote of the majority of Owners present at a special meeting duly called for such purpose in which at least 34% of the votes of the Owners within The Community are present in person or proxy at the beginning of the meeting; or (ii) a vote of the

majority of the Maintenance Committee at a duly called regular or special meeting. For purposes of voting at a special meeting relating to Declaration amendments affecting the Maintenance Committee, an Owner of an Apartment Building may cast a vote for each Living Unit within the Apartment Building for which a certificate of occupancy has been issued as of the date of the meeting. A special meeting may be called by a vote of the majority of the Boards of the homeowner associations represented on the Maintenance Committee, or by a vote of at least 10% of the Owners (including Apartment Building Owners) within The Community who are represented on the Maintenance Committee.

The Maintenance Committee shall have the power to adopt and enforce such rules and regulations as the Maintenance Committee deems reasonably necessary and appropriate to accomplish its purposes, whether or not expressly contemplated by this First Amendment, provided that such rules and regulations shall be reasonable and non-discriminatory and shall not be inconsistent with this Declaration. In the event of any inconsistencies between the provisions of this Declaration and the declaration of any other homeowners association within The Community, the Maintenance Committee is hereby authorized to adopt such rules and regulations which it deems reasonable and non-discriminatory, without reference to a particular declaration. The Maintenance Committee shall have all of the same rights as those of the Board which are designated in Article 6 of the Declaration. At its discretion, the Maintenance Committee may hire a professional manager which may be the same professional manager hired by the Owner of a Parcel on which Apartment Buildings or Condominiums are located. Each representative on the Maintenance Committee shall be entitled to vote, and the vote of each representative shall be equivalent to the proportion that the number of approved Living Units within the Association which it represents bears to the total number of approved Living Units within The Community. With respect to Apartment Buildings, the vote of the owner/landlord shall be equivalent to the proportion that the number of Living Units within the Apartment Building (or Buildings, as the case may be) bears to the total number of Living Units within The Community.

4.10.2 Assessments. The Maintenance Committee shall prepare, or cause the preparation of, an operating budget at least

annually. The operating budget shall set forth all sums required by the Maintenance Committee, as estimated by the Maintenance Committee, to meet its annual costs and expenses, including without limitation services furnished to or in connection with The Community Common Areas, such as utilities, and the amount of all taxes and assessments levied against, and the costs of liability and other insurance on, The Community Common Areas, as well as the costs of funding any reserves. The funds required shall be raised from the annual assessments against each Association or Apartment Building Owner, as applicable. The Maintenance Committee may revise the operating budget after its preparation at any time and from time to time, as it deems necessary or advisable in order to take into account and defray additional costs and expenses of the Maintenance Committee.

4.10.3 Levy of Assessments. In order to meet the costs and expenses projected in its operating budget, the Maintenance Committee shall determine and levy in advance on each Association or Owner of an Apartment Building a general assessment. The amount of each Association's or Apartment Building Owner's assessment shall be the amount of the Maintenance Committee's operating budget divided by the sum of: (i) the number of existing Living Units within The Community that have received certificates of occupancy and (ii) the number of future Living Units within The Community either under construction or that feasibly could be constructed and certificates of occupancy issued within the following one-year assessment period (all of such Living Units within subsections (i) and (ii) hereinafter referred to as the "Constructed Living Units") and not owned by Declarant. The resulting quotient shall be the per unit assessment share. Such quotient shall then be multiplied by the number of Constructed Living Units within each association or Phase containing an Apartment Building, as the case may be; provided, however, that such sum shall not include any Lot that is exempt from assessment for an exempt Participating Builder. In no event shall the sum of the assessments levied by the Maintenance Committee and the Board exceed the amount of the annual assessment provided in Section 7.3, unless otherwise approved by the Association.

The omission by the Maintenance Committee, before the expiration of any assessment period, to fix the amount of the general assessment hereunder for that or the next period, shall

not be deemed a waiver or modification in any respect of the provisions of this Article or a release of any Owner from the obligation to pay the general assessment, or any installment thereof, for that or any subsequent assessment period, but the general assessment fixed for the preceding period shall continue until a new assessment is fixed.

The Maintenance Committee shall attempt to coordinate its actions required under this Section 4.10 with the actions of the Board taken in developing annual budgets and imposing assessments, as provided in Article 7. Specifically, the Maintenance Committee shall attempt to develop its annual budget and assessments within a timeframe which will permit the Board to include the assessments imposed by the Maintenance Committee in calculating its annual budget and imposing its assessments, at least 30 days prior to the date on which the Board anticipates adopting its annual operating budget as provided in Section 7.1 of the Declaration.

ARTICLE 5. NOTICES FOR ALL PURPOSES.

All notices given under the provisions of this Declaration or rules or regulations of the Association shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, the notice shall be deemed to have been delivered on the third day of regular mail delivery after a copy has been deposited in the United States mail, first class, postage prepaid, addressed to the Person entitled to such notice at the most recent address known to the Board. Mailing addresses may be changed by notice in writing to the Board. Notices to the Board may be given to any Director or mailed to the following address:

Board of Directors  
Vintage I Homeowners Association  
P.O. Box 1172  
Issaquah, WA 98027-0044

The Board's address may be changed from time to time by the execution and recording of an instrument in the real property Records of King County, Washington which (i) refers to this Declaration and this Article V and (ii) sets forth the Board's new address.

ARTICLE 6. AUTHORITY OF THE BOARD.

Section 6.1 Adoption of Rules and Regulations. The Board is empowered to adopt, amend, and revoke on behalf of the Association detailed administrative rules and regulations necessary or convenient from time to time to insure compliance with the general guidelines of this Declaration to promote the comfortable use and enjoyment of the Property and to govern the operation and procedures of the Association. The rules and resolutions may, without limitation, authorize voting by proxy or mail, or both, on Association matters. The rules and regulations of the Association shall be binding upon all Owners and occupants and all other Persons claiming any interest in the Property.

Section 6.2 Enforcement of Declaration, Etc. The Board shall have the power to enforce the provisions of this Declaration, and the rules and regulations of the Association for the benefit of the Association. The failure of any Owner to comply with the provisions of this Declaration, or the rules and regulations of the Association will give rise to a cause of action in the Association (acting through the Board) and any aggrieved Lot Owner for recovery of damages, or injunctive relief, or both. If a legal action is brought to interpret or enforce compliance with the provisions of this Declaration, or the rules or regulations of the Association, the prevailing party shall be entitled to judgment against the other party for its reasonable expenses, court costs, and attorneys' fees in the amount awarded by the Court.

Section 6.3 Goods and Services. The Board shall acquire and pay for as common expenses of the Association all goods and services reasonably necessary or convenient for the efficient and orderly functioning of the Association and maintenance of all portions of the Common Areas not maintained by public utility companies or a governmental entity and of any planter islands, street trees and other landscaping within or adjacent to the King County Right of Way inside the Plat. The goods and services shall include (by way of illustration and not limitation) utility services for the Common Areas; policies of insurance; and maintenance, repair, landscaping, gardening and general upkeep of the Common Areas and the planter islands, street trees and other landscaping within and adjacent to

the King County Right of Way. The Board may hire such employees as it considers necessary.

Section 6.4 Protection of Common Areas. The Board may spend such funds and take such action as it may from time to time deem necessary to preserve the Common Areas, settle claims, or otherwise act in what it considers to be the best interests of the Association, including but not limited to spending such funds and taking such action as is necessary to carry out the provisions of Section 6.5 hereof.

Section 6.5 Maintenance of Stormwater Facilities. The Board shall cause the Association to comply with the requirements of the Maintenance Plan, which is attached hereto as Exhibit B, and shall include all of the costs associated with such compliance as part of the assessments provided in Article 7.

ARTICLE 7. BUDGET AND ASSESSMENT FOR COMMON EXPENSES.

Section 7.1 Fiscal Year; Preparation of Budget. The Board may adopt such fiscal year for the Association as it deems to be convenient. Unless another year is adopted, the fiscal year will be the calendar year. As soon as the Board in its discretion deems advisable and prior to the expiration of each fiscal year thereafter, the Board shall establish a budget for the Association, which shall include, without limitation, the costs of maintaining the Common Area during the ensuing fiscal year, and shall mail a summary of the budget to all of the Owners. Within thirty days after adoption by the Board, the Board shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen nor more than sixty days after mailing of the summary. Unless at that meeting the Owners of a majority of the votes in the Association are allocated or any larger percentage specified in the Articles or Bylaws reject the budget, in person or by proxy, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board. The Board shall then assess each Lot within the Property with its pro rata share, based upon the number of Lots then within the Property, of such estimated costs. The Board, at its election, may require the Lot Owners to pay the amount assessed in equal monthly or quarterly installments or in a lump sum annual installment. The Board shall notify each Lot Owner in writing at least ten days in advance of each assessment period of the amount of the assessment for said period, which notice shall be accompanied by a copy of the budget upon which the assessment is based. The assessments levied by the Board shall be used exclusively to promote the recreation, health, safety and welfare of the Lot Owners and for the improvement and maintenance of the Common Areas and provision of other goods and services described in Section 6.3.

Section 7.2 Certificate of Unpaid Assessments. Any failure by the Board or the Association to make the budget and assessments hereunder before the expiration of any fiscal year for the ensuing fiscal year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of the Owners from the obligation to pay assessments during that or any



subsequent year, and the assessment amount and payment method established for the preceding fiscal year (if any) shall continue until a new assessment is established. Upon the request of any Owner or Mortgagee or prospective Owner or prospective Mortgagee of a Lot, the Board will furnish a statement of the amount, if any, of unpaid assessments charged to the Lot. The statement shall be conclusive upon the Board and the Association as to the amount of such indebtedness on the date of the statement in favor of all purchasers and Mortgagees of the Lot who rely on the statement in good faith. All assessments and other receipts received by the Association shall belong to the Association.

Section 7.3 Initial Contribution, Annual Assessments. Each Lot Owner, at the time of purchase of his/her lot, shall make a start-up contribution to the Association in the amount of \$300 (which shall supplement annual assessments to reimburse Declarant for construction, landscaping, maintenance and operating expenditures of and for Common Areas during the house sales period).

For purposes of this Section 7.3 only, "Lot Owner" shall include Participating Builders. The initial annual assessment (which is in addition to the start-up fee) shall not be in excess of \$300 per year and shall be prorated for any partial year at the time of purchase of the Lot. Commencing on the first January<sup>1</sup> following the first annual meeting, and continuing each year thereafter, the annual assessment shall not be increased by more than 15% without the approval of a majority of the members voting at a meeting duly called for such purpose. Notwithstanding the provisions set forth above, the Declarant shall not be liable for any fees or assessments assessed or due so long as Declarant owns any Lot within the Plat.

Section 7.4 Special Assessments; Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the Improvements upon the Common Area or any other area owned or required to be maintained by the Association, provided that such assessment shall be approved by a majority of the members voting at a meeting duly called for such purpose. The Association also may levy, in any assessment year, a special assessment applicable to that year only for the purposes set forth in Section 2.15, that is, for the purpose of defraying, in whole or in part, the costs of any

construction, reconstruction, repair or replacement of the driveway, landscaping or other improvements located in Tracts G and K, as applicable, provided that the special assessment shall be approved by a majority of the Owners of the affected Lots.

ARTICLE 8. LIEN AND COLLECTION OF ASSESSMENTS.

Section 8.1 Assessments Are a Lien; Priority. All unpaid sums assessed by the Association for the share of the common expenses chargeable to any Lot and any sums specially assessed to any Lot under the authority of this Declaration shall constitute a lien on the Lot and all its appurtenances from the date the assessment becomes due and until fully paid. The lien for such unpaid assessments shall be subordinate to tax liens on the Lot in favor of any assessing unit and/or special district, and to all sums unpaid on all First Mortgages of record, but, to the extent permitted by applicable law, shall have priority over all other liens against the Lot. A First Mortgagee that obtains possession through a Mortgage foreclosure or deed of trust sale, or by taking a deed in lieu of foreclosure or sale, or a purchaser at a foreclosure sale, shall take the Lot free of any claims for the share of common expenses or assessments by the Association chargeable to the Lot which became due before such possession, but will be liable for the common expenses and assessments that accrue after the taking of possession.

The Lot's past-due share of common expenses or assessments shall become new common expenses chargeable to all of the Lot owners, including the Mortgagee or foreclosure sale purchaser and their successors and assigns, in proportion to the number of Lots owned by each of them. Notwithstanding any of the foregoing, however, the Owner and the real estate contract purchaser shall continue to be personally liable for past due assessments as provided in Section 8.3. For purposes of this Section, "Mortgage" does not include a real estate contract and "Mortgagee" does not include the vendor or the assignee or designee of a vendor of a real estate contract.

Section 8.2 Lien May Be Foreclosed. The lien for delinquent assessments may be foreclosed by suit by the Board, acting on behalf of the Association, in like manner as the foreclosure of a mortgage of real property. The Board, acting on behalf of the Association, shall have the power to bid in the Lot at the foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same.

Section 8.3 Assessments are Personal Obligations. In addition to constituting a lien on the Lot, all sums assessed by Association chargeable to any Lot together with interest, late charges, costs and attorneys' fees in the event of delinquency, shall be the joint and several personal obligations of the Owner and any contract purchaser of the Lot when the assessment is made and their grantees. Suit to recover personal judgment for any delinquent assessments shall be maintainable without foreclosing or waiving the liens securing them.

Section 8.4 Late Charges and Interest on Delinquent Assessments. The Board may from time to time establish late charges and a rate of interest to be charged on assessments delinquent for a period of more than 10 days after the date when due. In the absence of another established, nonusurious rate, delinquent assessments shall bear interest at the rate of 12% per annum. If an installment on an assessment against a Lot is not paid when due, the Board may elect to declare the entire assessments against the Lot for the remainder of the fiscal year to be immediately due and payable.

Section 8.5 Remedies Cumulative. The remedies provided herein are cumulative and the Board may pursue them, and any other remedies which may be available under law although not expressed herein, either concurrently or in any order.

Section 8.6 No Avoidance of Assessments. No Owner may avoid or escape liability for assessments provided for herein by abandoning his or her Lot.

ARTICLE 9. FAILURE OF BOARD TO INSIST ON STRICT PERFORMANCE NO  
WAIVER.

The failure of the Board in any instance to insist upon the strict compliance with this Declaration or rules and regulations of the Association, or to exercise any right contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of any term, covenant, condition, or restriction. The receipt by the Board of payment of any assessment from an Owner, with knowledge of any breach by the Owner, shall not be a waiver of the breach. No waiver by the Board of any requirement shall be effective unless expressed in writing and signed for the Board.

ARTICLE 10. LIMITATION OF LIABILITY.

So long as a Director, or Association member, or Declarant, acting on behalf of the Board or the Association, has acted in good faith, without willful or intentional misconduct, upon the basis of such actual information as is then possessed by such Person, then no such Person shall be personally liable to any Owner, or to any other Person, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of such Person; provided that this Article shall not apply to the extent the liability of such person for such act, omission, error, or negligence is covered by any insurance actually obtained by the Board.

ARTICLE 11. INDEMNIFICATION.

Each Director, and Declarant shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which such person may be a party, or in which such person may become involved, by reason of holding or having held such position, or any settlement thereof, whether or not such person holds such position at the time such expenses or liabilities are incurred, except to the extent such expenses and liabilities are covered by insurance actually obtained by the Board and except in such cases wherein such Director or Declarant is adjudged guilty of

willful misfeasance in the performance of his or her duties; provided, that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being for the best interests of the Association.

ARTICLE 12.        INSURANCE.

At such times as the Board deems appropriate, the Board shall cause the Association to purchase and maintain as a common expense a policy or policies which the Board deems necessary or desirable to provide casualty insurance; comprehensive liability insurance; with such deductible provisions as the Board deems advisable; insurance, if available, for the protection of the Association's Directors, and representatives from personal liability in the management of the Association's affairs; and such other insurance as the Board deems advisable. The Board shall review the adequacy of the Association's insurance coverage at least annually.

ARTICLE 13.        DAMAGE AND REPAIR OF DAMAGE TO PROPERTY.

In the event of any casualty, loss or other damage to the Common Area for which the then current assessments by the Board are insufficient to repair, or restore or for which there are not insurance proceeds or insufficient insurance proceeds available to the Board for such restoration or repair, the Board may make a special assessment against each Lot within the Property for its pro rata share of the cost and expenses to repair and/or restore the Common Areas. The special assessment shall be payable, at the determination of the Board, in either monthly or quarterly installments or in a single lump sum amount. The Board shall notify each Lot Owner of any such special assessment not less than 20 days prior to the date such special assessment or the first installment thereon is due and payable, which notice shall be accompanied by a reasonably detailed statement of the Board's estimated costs and expenses of repairing and/or restoring the Common Areas.

ARTICLE 14.        AMENDMENTS OF DECLARATION.

After the Transition Date, any Lot Owner may propose amendments to this Declaration to the Board. A majority of the members of the

Board may cause a proposed amendment to be submitted to the members of the Association for their consideration. If an amendment is proposed by Owners of 20% or more of the Lots, then, irrespective of whether the Board concurs in the proposed amendment, it shall be submitted to the members of the Association for their consideration at their next regular or special meeting for which timely notice may be given. Notice of a meeting at which an amendment is to be considered shall include the text of the proposed amendment. Amendments may be adopted at a meeting of the Association or by written consent of the requisite number of Persons entitled to vote, after notice has been given to all Persons entitled to receive notice of a meeting of the Association. The unanimous consent of all Owners shall be required for adoption of an amendment changing the voting power or portion of assessments appurtenant to each Lot. All other amendments shall be adopted if approved by at least 67% of all Lot Owners. Once an amendment has been adopted by the Association, the amendment will become effective when a certificate of the amendment, executed by a member of the Board, has been recorded in the real property Records of King County, Washington.

ARTICLE 15. ANNEXATION AND SUBDIVISION.

Residential property other than Common Areas may be annexed or added to the Property by Declarant at any time prior to the Transition Date. Thereafter, residential property other than Common Areas may be annexed or added to the Property only with the consent of 67% of the Lot Owners. No Lot shall be subdivided or combined without the approval of all Lot Owners.

ARTICLE 16. DURATION.

The covenants, conditions, and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Owners, their respective legal representatives, heirs, successors, and assigns, for a period of 15 years from the date this Declaration is recorded, after which time the covenants, conditions and restrictions shall be automatically extended for successive periods of 10 years each unless an instrument signed by a majority of the then Owners has been recorded agreeing to terminate the covenants, conditions and restrictions.

ARTICLE 17.        RESERVATION OF DECLARANT'S RIGHT TO AMEND.

Section 17.1 Amendment by Declarant. Declarant reserves the right to amend the Declaration as may be necessary to comply with Federal Home Loan Mortgage Corporation ("FMC") or Federal National Mortgage Association ("FNMA") or Federal Housing Administration ("FHA") regulations or requirements as necessary to enable the holders of first mortgages or deeds of trust to sell first mortgages or deeds of trust to FHLMC or FNMA or if such amendment is necessary to secure funds or financing provided by, through or in conjunction with FHLMC or FNMA or FHA or, if such amendment is necessary, in Declarant's sole opinion, for the efficient functioning of the Association, the Property, or the Plat.

Section 17.2 Authorization to Amend. If Declarant, at its option, determines that it is necessary so to amend the Declaration, then Declarant, on behalf of all Lot Owners in the Association, is hereby authorized to execute and to have recorded (or filed, in the case of the Articles) said required amendment or amendments. All Lot Owners hereby grant to Declarant a full and complete power of attorney to take any and all actions necessary to effectuate and record said amendment or amendments and agree that said amendment or amendments shall be binding upon their respective Lots and upon them and their heirs, personal representatives, successors and assigns to the same extent as if they had personally executed said amendment or amendments. All Lot owners hereby acknowledge and agree that the power of attorney granted herein shall be deemed coupled with an interest and shall be irrevocable.

Section 17.3 Duration. Declarant's rights under this Article 17 shall exist until the last Lot owned by Declarant is sold to a retail purchaser.

ARTICLE 18.        SEVERABILITY.

The provisions of this Declaration shall be independent and severable, and the unenforceability of any one provision shall not affect the enforceability of any other provision, if the remainder affects the common plan.

ARTICLE 19. EFFECTIVE DATE.

This Declaration shall be effective upon recording.

ARTICLE 20. ASSIGNMENT BY DECLARANT.

Declarant reserves the right to assign, transfer, sell, lease, or rent all or any portion of the Property and reserves the right to assign or delegate all or any of its rights, duties, and obligations created under this Declaration.

DATED as of the date first written above.

**DECLARANT:**

VINTAGE I, INC., a  
Washington corporation

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

Its: \_\_\_\_\_

STATE OF WASHINGTON            )  
  )ss.  
COUNTY OF KING                )



I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of Vintage I, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_ .

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Title

My Appointment expires \_\_\_\_\_

EXHIBIT "A"

*LEGAL DESCRIPTION*

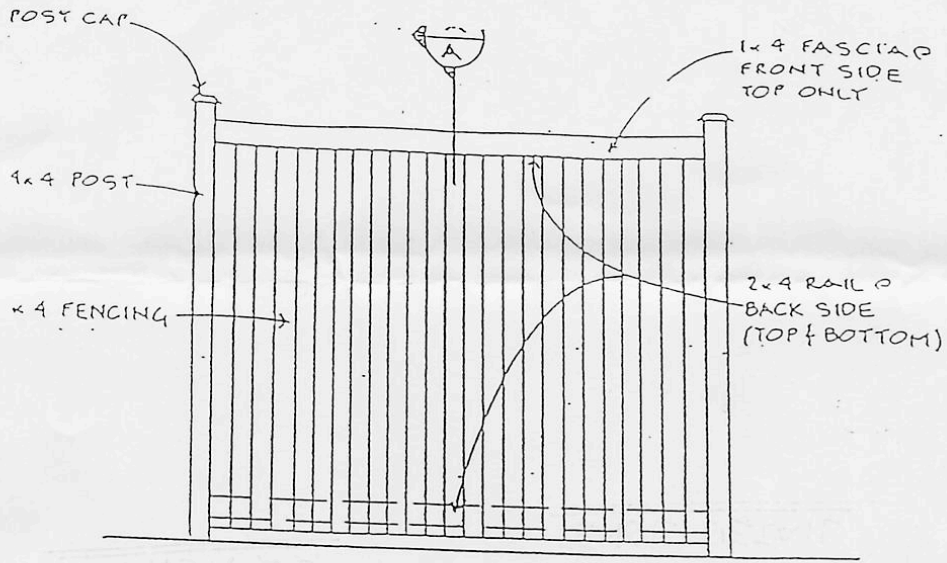
*The Southwest quarter of the Southeast quarter and the South half of the Southwest quarter of the Northwest quarter of the Southeast quarter, all in Section 34, Township 25 North, Range 6 East, Willamette Meridian, in King County, Washington;*

*Except that south 30 feet thereof for S.E. 8th Street.*

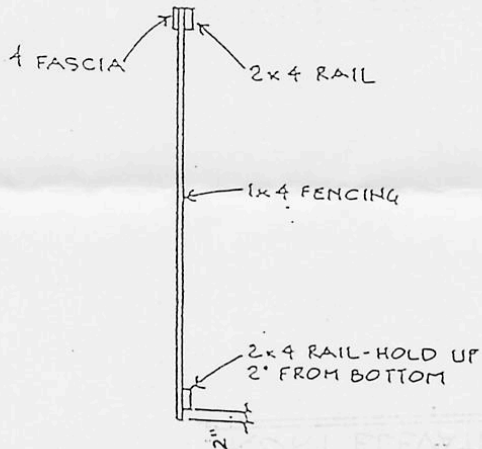
9712160594

EXHIBIT "B"

9712160594



FRONT ELEVATION



SECTION A-A

FENCE DETAIL

1/2" = 1'-0"