

THIS DECLARATION, made on the date hereinafter set forth by Sigma Development Inc., a Washington Corp., hereinafter referred to as "Declarant".

WITNESSETH:

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

Plat of Greenwood point as recorded in Volume 101 of Plate, Pages 99 thru 101, Records of King County, State of Washington, Under Recording No. 7702010447.

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

ARTICLE II DEFINITIONS

Section 1. "Association" shall mean and refer to Greenwood Point Homeowner's Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Tract A and Tract B Part of the Plat of Greenwood Point.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map

piece of land shown upon any recorded subdivision map of the properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Sigma Development Inc., a Washington Corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to charge reasonable fees for the use of any recreational facility situated upon the Area;

(b) the right of the Association to suspend the voting rights and the right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations.

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the total membership agreeing to such a dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.,

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. 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. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B member(s) 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 on the happening of either the following events, whichever occurs earlier:

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

(b) on January 1, 1986

ARTICLE IV.

COVENANTS FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (1) annual assessment or charges; and
- (2) special assessments for capital improvements such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorney's fees, 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 interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessment levied by the Association shall be used exclusively to promote the recreation health, safety, and welfare of the residents in the properties and for the improvement and maintenance of the Common Area, including real property taxes.

Section 3. Maximum Annual Assessment. Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall not exceed Twenty-five

dollars (\$25.00) per Lot.

(a) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 3% by a vote of two-thirds (2/3) of the total membership who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment in an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have

the assent of two-thirds (2/3) of the total membership who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Section 3 or 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the total membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the 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 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis, provided however, that any unimproved lot owned by Declarant shall not be subject to any assessment or charge herein.

Section 7. Date of Commencement of Annual

Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area, The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No owner may waive, or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

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

Section 10. Real Property Taxes. In the event real property taxes shall become delinquent on the Common Area, the total amount of the delinquent taxes shall be divided equally among all the Owners, and said portion of each Owner's share of delinquent taxes shall be a lien on said Owner's Lot to the same extent as if the delinquent tax was on the Owner's Lot.

Section 11. Subordination of the Lien of Taxes to Mortgage. The lien of the taxes provided for herein relative to the Common Area only shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such taxes as to payments which become due prior to such sale or transfer. No

...shall become due prior to such date of transfer. No sale or transfer shall relieve such lot from liability for any taxes thereafter becoming due or from the lien thereof.

Section 12. Common Area Maintenance Responsibility. Maintenance of the Common Area and planter islands in the Cul de Sacs shall be the responsibility of the Homeowners Association. The Common Area shall be maintained as a park, in its natural native condition. The construction of benches, playground equipment and the amenities commonly used in a park may be permitted after approval by the Architectural Control Committee. Trees, shrubs, plants, soil and natural growth shall not unnecessarily be disturbed.

ARTICLE V.
DECLARATION OF
PROTECTIVE COVENANTS OF A PORTION OF GREENWOOD POINT

"A.C.C." shall mean and refer to the Architectural Control Committee as provided for and defined in these covenants, as provided for in Article IX of the By-Laws of the Association.

The Association shall appoint an Architectural Control Committee. The A.C.C. shall consist of not less than three (3) nor more than five (5) members, who need not be members of the Association. The members of the A.C.C. shall serve without compensation. Members of the Committee shall serve for a period of two (2) years.

Section 1. 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, Flat of Greenwood Point, as the same appears on the Plat recorded in Volume 101, Pages 99 thru 101, records of King County, Washington.

Section 2. General Provisions. These restrictive covenants shall run with the land and shall be binding upon all parties thereto and all persons claiming under them for a term of twenty (20) years. The provisions of this declaration are declared to create mutual, equitable covenants and servitudes for the benefit of the Declarant and each Owner or contract purchaser of a lot or building site subject to said covenants, conditions, and their successors in interest. Enforcement of these covenants, conditions and restrictions may be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenants, conditions, or restrictions either to restrain violation and/or to recover damages, and failure of the Declarant, the Architectural Control Committee or any owner or contract purchaser to

enforce any covenant, restrictions or exercise any rights herein contained shall in no event be deemed a waiver of the right to do so thereafter. All costs incurred in enforcement shall be at the expense of the violator or violators.

Section 3. Building Restrictions. All lots as recorded in the plat shall be known and described as "residential lots". A building site shall consist of at least one or more residential lots as shown on said plat. No building or structure shall be erected, constructed, or maintained or permitted upon such residential lots, except upon a building site as hereinabove defined. No dwelling shall be constructed or be permitted upon a building site other than one detached single family dwelling for a single family occupancy only, not to exceed two stories in height.

Section 4. Building Limits. All dwellings or garage or any part thereof or any other structure shall be erected in conformity with all building codes. Where it is architecturally feasible, it is recommended that all garages be attached to, or

incorporated in and made a part of the dwelling houses.

No lines or wires from the transmission of current or for telephone use shall be constructed, placed or permitted to be placed upon any residential lot or building site outside the buildings thereon unless the same shall be underground or in conduit attached to a building. No rotary beams or other similar devices shall be constructed on any residential lot or building site without the written approval of the A.C.C.

Section 5. Yard Requirements. All structures erected shall conform with King County regulations relative to front yard, side yard, and rear lot setbacks.

Section 6. Approval of Plans by Architectural Control Committee. All buildings and structures including concrete or masonry walls, rockeries, fences, and swimming pools, to be constructed within the property shall be approved by the A.C.C. Complete plans and specifications of all proposed buildings, structures, and exterior alterations, together with detailed plans showing the proposed location of the same in the particular building site, shall be submitted to the A.C.C. before construction or alteration is started, and such construction or alteration shall not be started until written approval thereof is given by the A.C.C.

All plans and specifications for approval by the A.C.C. must be submitted at least ten (10) days prior to the proposed construction starting date.

The maximum height of any residence shall be established by the A.C.C. as a part of the plan approval and shall be given in writing together with the approval. One set of approved plans must be on the job site at all times.

Said plans or specifications shall be prepared by an architect or a competent house-designer approved by the A.C.C.

One complete set of said plans and specification shall be in each case delivered to and permanently left with the A.C.C. All buildings or structures shall be erected or constructed by a contractor or house builder approved by the A.C.C.

As to all improvements, construction and alterations within the property, the A.C.C. shall have the right to refuse to approve any design, plan or color for such improvements, construction or alterations, which is not suitable or desirable in the A.C.C.'s opinion, for any reason, aesthetic or otherwise, and in so passing upon such design, the A.C.C. shall have the right to take into consideration the suitability of the proposed building or other structure, and the material of which it is to be built and the exterior color scheme, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the affect or impairment that said structures, will have on the view of surrounding building sites, and any and all facts, which, in the A.C.C.'s opinion, shall affect the desirability or suitability of such proposed structure, improvements, or alterations.

No building, fence, hedge, boundary wall, or other structure shall be erected, placed or altered on any residential lot or building site until the building plans, specifications and plot plan showing the location of such improvement have been approved in writing by a majority of the A.C.C. as to the quality of workmanship and materials planned and for conformity and harmony of the external design with existing structures on the said residential lots or building sites and as to location of the building with respect to topography, finish grade elevation and building set-back restrictions. In the event said Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval will not be required. The property owner shall pay all attorney's fees, court costs, and other expenses incurred in enforcing decision of the Committee.

Section 7. Prosecution of Construction Work.
Any dwelling or structure erected or placed on any residential lot or building site in this subdivision shall be completed as to external appearance, including finished painting, within nine (9) months after date of commencement of construction and shall

area used for commencement of construction and shall be connected to an acceptable sewage disposal facility. For good cause shown, the A.C.C. may extend this term.

All front yards and landscaping must be completed within six (6) months from the date of completion of the building or

structure constructed thereon; in the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval by the A.C.C.

Section 8. Easements. Easements for installation and maintenance of utilities and drainage are hereby reserved on each lot as shown on the final approved Plat of Greenwood Point.

Section 9. Noxious Use of Property. No trade, craft, business, profession, commercial or manufacturing enterprises or business or commercial activity of any kind, including day school, nurseries, or church schools, shall be conducted or carried on upon any residential lot or building site, nor shall any goods, equipment, vehicles (including buses, boats, campers, 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, be kept, parked, stored, dismantled, or repaired outside of any residential lot or building site or on any street within the existing property nor shall anything be done on any residential lot or building site which may be or may become an annoyance or nuisance to the neighborhood. No premises shall be used for any other purpose whatsoever except for the purpose of a private dwelling or residence.

No trash, garbage, ashes, or other refuse, junk vehicles, underbrush or other unsightly growths or objects, shall be thrown, dumped or allowed to accumulate on any lot or building site or public street. In the event any such condition shall exist, any person entitled to hereunder may use the legal powers as set forth in these covenants.

No trailer, camper, basement, tent, shack, garage, barn, or other outbuildings or temporary structures erected or situated within the property shall, at any time, be used as a residence, temporarily or permanently, nor shall any permanent building or structure be used as a residence until it is completed as to external appearance, including finished painting. The permission hereby granted to erect a permanent garage or other building prior to construction of the main dwelling house shall not be construed to permit the construction, erection or maintenance of any building of any nature whatsoever at any time, without the approval required by the A.C.C.

The streets in front of the lots shall not be

used for the overnight parking of any vehicle other than private family automobiles and shall be not used for the storing of any boats, trailers, camper vehicles, trucks, or other vehicles of any

nature. No boat, boat trailer, house trailer, camper automobile, truck, or other vehicle or any part thereof shall be stored or permitted to remain on any residential lot or building site unless the same is stored or placed in a garage or in the rear yard area.

All utilities, on and in public dedicated areas, or on private property, or on and in the Common Areas, including water, sewer, storm sewer, and power, shall be installed underground in compliance with all Governmental regulations for the installation and maintenance of the same.

Section 10. Fences and Hedges. All fences, hedges, or boundary walls situated anywhere upon any residential lot or building site must be approved in writing by the A.C.C. as to its height and design prior to construction. Fences shall be well-constructed of suitable fencing material and shall be artistic in design and shall not detract from the appearance of the dwelling house located upon the lot or building site or be offensive to the owners' or occupants thereof, or detract from the building sites. No trees shall be removed by the property owners or the Homeowners Association from the Common Area without permission of the A.C.C. The A.C.C. shall have the right to replace any tree or trees removed without authorization, and replacement costs shall be borne by the person or persons removing said tree or trees.

Section 11. Animals. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

Section 12. Mail Boxes. All mail boxes must be of a standard accepted by the U.S. Postal Authorities, and must be located in those areas so designed by the U.S. Postal Department. Structures containing such mail boxes must be approved by the A.C.C.

Section 13. Garbage Cans and Refuse Disposal. Trash, garbage or other, waste shall not be kept except in sanitary containers. All equipment shall be kept in a clean and sanitary condition. All containers must be buried or screened so as not to be visible from any street or adjacent properties or residences.

Section 14. Signs. No sign of any kind shall be displayed unless written approval is received from the A.C.C., with the exception of a real estate "For Sale" or "For Rent" sign.

"For sale" or "For rent" sign, the maximum size of which shall be two feet by three feet.

Section 15. Clothes Lines. No exterior lines shall be allowed that can be seen from any Street.

Section 16. Roofing Materials. Shake roofs are preferred. Shingle or built-up roofs are acceptable.

Section 17. Driveways. All driveways shall be paved with asphalt or Portland cement concrete from the edge of the paved street to connect with the paved surface of the floor of the carport or the garage.

ARTICLE VI. GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, 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 his Declaration. Failure by the Association or by an Owner 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 provision which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of the Declaration shall run with and bind the land, for a term of twenty (20) years from the date the Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and hereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal the 1st day of February, 1977.

SIGMA DEVELOPMENT, INC.

Declarant:

By S/Robert Bocek Pres.

Robert Bocek

By S/Donald Bocek Sec.

Donald Bocek