

AMENDED DECLARATION

OF

COVENANTS AND RESTRICTIONS

FOR

LAKELAND HILLS DIVISIONS 1, 2, AND 4A

THIS AMENDED DECLARATION, made on the date hereinafter set forth, by the undersigned Lot Owners,

W I T N E S S E T H:

WHEREAS, the undersigned are the owners of lots within certain property in the County of King, State of Washington, which is more legally described as:

The Plat of LAKELAND HILLS DIVISION 1 and 2, according to plat recorded in Volume 126 of Plats, pages 1 through 5, records of King County, Washington.

The Plat of LAKELAND HILLS, DIVISION 4A, according to plat recorded in Volume 137 of Plats, page 15, records of King County, Washington, under recording number 8909221779.

WHEREAS, a Declaration of Covenants and Restrictions for division 1 and 2 was recorded on September 21, 1984, under King County Recorder's file number 8409210164, and Division 4A of Lakeland Hills was annexed to the above Declaration and the Association on November 28, 1990, by instrument recorded under King County Recorder's file number 9011280543.

WHEREAS, said Declaration provided for its amendment with the written consent of the Owners of sixty-seven percent (67%) of the Lots in the Property;

WHEREAS, the undersigned are the Owners of 67% of the Lots in the Property, and desire to amend the above-mentioned Declaration, and restate it in its entirety, as amended;

WHEREAS, the undersigned desire to continue to implement and facilitate the original goals and purposes set forth in the preamble to the Declaration by the Developer, Burnstead Construction Company;

NOW, THEREFORE, the said Declaration of Covenants and Restrictions be and it is hereby amended and restated as follows:

The undersigned hereby declare that all of the properties described above shall be held, sold and conveyed subject to the following 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

9904020751

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 I

### Definitions

Section 1: The following words when used in this Declaration of any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the LAKELAND HILLS HOME OWNERS ASSOCIATION, a Washington non-profit corporation.

(b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

(c) "Common Properties" shall mean and refer to those areas of land hereafter acquired by the Association and intended to be devoted to the common use and enjoyment of the owners of The Properties.

(d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.

(f) "Owner" shall mean and refer to the record owners, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(g) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III of the Articles of Incorporation.

## ARTICLE II

### Property Subject to This Declaration: Additions Thereto

Section 1: Existing Property. The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in King County, Washington, and is more particularly described as follows:

The Plat of LAKELAND HILLS, DIVISIONS 1 and 2 and the Plat of LAKELAND HILLS DIVISION 4A, as described on page 1 of this Amended Declaration, all of which real property shall hereinafter be referred to as "Existing Property."

Section 2: Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

9904020751

(a) Additions Upon Approval. Upon approval in writing by the Board of Directors of the LAKELAND HILLS HOME OWNERS ASSOCIATION as provided in its Articles of Incorporation, other additions or divisions of property that are deemed to be included in the Lakeland Hills Master Plan or adjoining property may be added and be subject to the jurisdiction of the LAKELAND HILLS HOME OWNERS ASSOCIATION.

(b) Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Existing Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Existing Property except as hereinafter provided.

### ARTICLE III

#### Residential Area Covenants

Section 1: Land Use and Building Type. All building sites in the tract, excluding designated recreational areas, shall be known and described as residential building sites. No structures shall be erected, altered, placed or permitted to remain on any building site other than one detached single family dwelling not to exceed two and one-half (2- $\frac{1}{2}$ ) stories in height, a private garage for not more than three (3) cars, guest house, and other outbuildings incidental to residential use of the premises.

Section 2: Building Location. No building shall be located on any lot nearer to the front lot line or nearer to the side street than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 10 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. When regulations of the governing jurisdiction require larger set backs they shall control.

Section 3: Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet and the side two and one-half feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance

9904020751

of utilities, or which may change the direction of flow or drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

Section 4: Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 5: Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or any other outbuilding shall be used on any lot at any time as a residence for a period longer than fourteen (14) days.

Section 6: Completion. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finish painting, within nine (9) months from date of start of construction except for reasons beyond control in which case a longer period may be permitted, if authorized by the Architectural Control Committee.

Section 7: Signs. No sign of any kind shall be displayed to the public view on any lot except for one of each of the following types: a professional sign of not more than one (1) square foot, a sign of not more than five (5) square feet advertising the property for sale or rent, a sign of not more than five (5) square feet for a political candidate, and a sign used by a builder to advertise the property during the construction and sales period.

Section 8: Animals and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

Section 9: Garbage. No lot shall be used or maintained as a dumping ground for rubbish or trash. Garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 10: Fences. No fence, wall, or hedge shall be permitted to extend nearer to any street than the minimum setback line, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two (2) feet above the finished grade at the back of said retaining wall. Exemptions to this paragraph may be granted by the procedure specified in Article IV (Architectural Control Committee).

Section 11: Oil and Mining Operations. Oil drilling, oil development operations, refining, mining operations of any kind, or quarrying shall not be permitted upon or in any of the building sites in the tract described herein, nor shall oil wells, tanks, tunnels,

mineral excavations or shafts be permitted upon or in any of the building sites covered by these covenants.

#### ARTICLE IV

##### Architectural Control Committee

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board.

The Architectural Control Committee shall have the primary responsibility of interpreting and enforcing the rules and regulations of building and improvements subject to the procedures hereinafter set forth. The Architectural Control Committee shall adopt such reasonable and uniform rules of architectural control as the Board of Directors may prescribe, including, but not necessarily limited to the following:

1. No outbuilding or structure of any kind may be built on a platted residential lot before construction of a permanent residence.

2. No construction of a dwelling may be started on a platted residential lot without first obtaining:

(a) A building permit from the proper local governmental authority, and

(b) Written approval from the Board of Directors of the Association or the Architectural Control Committee designated by it pursuant to Article IV of these covenants.

(c) Each single-family residence on a platted residential lot shall contain a minimum floor area of 1100 square feet if a one-story residence, and 1500 square feet if more than a one-story residence, exclusive of open decks (covered or uncovered), garages, covered carports, sheds or outbuildings.

(d) All buildings constructed hereunder shall conform to the specifications and requirements of the most recent revisions of the State of Washington Electrical Code and the Uniform Building Code in force at the commencement of construction.

(e) Garages on platted residential lots may be detached from the main dwelling structure. However, carports must be a part of the main dwelling structure or connected to it by a roof or fence. At least two sides of a carport must be enclosed. The design and roof materials of garages and carports shall be compatible with those of the main dwelling.

(f) The keeping of a camper, mobile home, recreational vehicle or travel trailer, either with or without wheels, on any platted residential lot is prohibited unless written permission is granted either from the Board of Directors or the Architectural Control Committee designated by it. The storage and/or parking of such personal property or vehicles shall be subject to such uniform rules and screening requirements as the Board of Directors may prescribe.

(g) The storage of boats and boat trailers on any platted residential lot shall be subject to such uniform rules and screening requirements as the Board of Directors may prescribe.

A majority of the committee may designate a representative to act for it. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

The committee's approval or disapproval as required in these covenants shall be in writing. The Board of Directors of the Association or the Architectural Control Committee designated by it shall determine whether any given use of a platted residential lot unreasonably interferes with an abutting owners use of his property, and such determination shall be conclusive. In the event the committee, or its designated representative, fails to approve within forty-five (45) days after plans and specifications have been submitted, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

## ARTICLE V

### Property Rights in Common Properties

Section 1: Members' Easements of Enjoyment. Subject to the provisions of Section 3 below, every member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2: Title to Common Properties. Title to the Common Properties shall be held by the Association.

Section 3: Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage the lender shall have a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the

9904020751

possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and

(b) the right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure; and

(c) the right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(d) the right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and

(e) the right of the Association to donate all operating and capital surpluses in excess of anticipated maintenance, replacement and capital improvement requirements to qualified public and private charitable uses; and

(f) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of the membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken.

## ARTICLE VI

### Covenant for Maintenance Assessments

Section 1: Creation of the Lien and Personal Obligation of Assessments. The Developer for each Lot owned by it 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 any such deed or other conveyance, be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2: Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting

9904020751

the recreation, health, safety and welfare of the residents in The Properties and in particular for the improvement and the maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon The Properties, including but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.

Section 3: Basis and Maximum of Annual Assessments. Starting in 1999, the annual assessment shall be up to \$35.00 per year per lot through the year 2000 and will increase to \$50.00 per year per lot thereafter. The maximum annual assessment may be increased by vote of the Members, as hereinafter provided.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount.

Section 4: Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 above, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5: Change in Basis and Maximum of Annual Assessments. The Association may change the maximum and basis of the assessments fixed by Section 3 hereof provided that any such change shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II, Section 2 (c) hereof.

Section 6: Quorum for any Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Section 4 and Section 5 hereof, the presence at the meeting of Members or of proxies entitled to cast forty (40) percent of all the votes of the membership shall constitute a quorum. If the required quorum is not



forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7: Due Dates/Proration. The assessments for any year shall become due and payable on the first day of January of said year, or another date fixed by the Board. The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment. When ownership of a Lot changes, assessments which have been established for the current fiscal year shall be prorated between the Buyer and Seller based on a 366-day year.

Section 8: Duties of the Board of Directors. The Board of Directors of the Association shall fix the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9: Effect of Non-Payment of Assessment Personal Obligation of the Owner: The Lien: Remedies of Association. If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at an interest rate established by the Board of Directors, which does not exceed the maximum legal rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable

attorney's fee to be fixed by the Court together with the costs of the action.

Section 10: Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceedings in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 11: Exempt Property. The following property subject to this Declaration shall be exempted from the assessment charge and lien created herein:

(a) all properties to the extent of any easement or other interest therein dedicated and accepted by a local public authority and devoted to public use;

(b) all Common Properties as defined in Article I, Section 1 hereof;

(c) all properties exempted from taxation by the laws of the State of Washington, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

## ARTICLE VII

### General Provisions

Section 1: Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by The Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years. It may be amended at any time by an instrument signed by then Owners of two-thirds (2/3) of the Lots; agreeing to change said covenants and restrictions in whole or in part; which shall be recorded with the County Recorder. Written notice of the proposed agreement shall be sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2: Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3: Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any 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 4: Severability. Invalidation of any one of these covenants or restrictions by judgment or Court Order shall in no wise affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, we, the undersigned Board Members and Officers of the LAKELAND HILLS HOMEOWNERS ASSOCIATION, certify that these restated Bylaws were adopted by a majority vote of the member votes entitled to be cast at the annual meeting of the Association on September 22, 1998. A quorum was present or represented by proxy at that meeting.

Julius D. Jared, President  
Steven Knudsen, Board Member  
Ron Surber, Board Member  
Carol A. Seely, Board Member

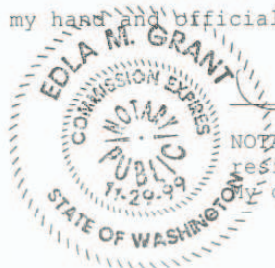
STATE OF WASHINGTON

County of King

I certify that I know or have satisfactory evidence that the persons appearing before me and making this acknowledgment are the persons whose true signatures appear on this document.

On this day personally appeared before me Julius D. Jared  
Steven Knudsen  
Ron Surber Carol Seely to  
me known to be the individuals, described in and who executed the foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 29<sup>th</sup> day of March, 1999



Edla M. Grant  
NOTARY PUBLIC in and for the State of Washington,  
residing at TACOMA  
my commission expires 11-29-1999

9904020751

Note: Pages 11 through 59 of the original document contain additional signatures. These pages are on file with King County and with the Lake and Hills Homeowner's Association.

9904020751