

**DECLARATION OF RESTRICTIVE COVENANTS
FOR THE PLAT OF GLENWOOD**

THIS INDENTURE AND DECLARATION OF COVENANTS running with the land, is made this 13th day of June, 1989, by PACIFIC DEVELOPERS, a joint venture of R.B. HEVLY, INC. and THE SHELTER GROUP, LTD., both Washington corporations, U.S. BANCORP MORTGAGE COMPANY, an Oregon corporation, ROBERT B. HEVLY and NAOMI M. HEVLY, husband and wife, and RICHARD L. ROKES and RONALD J. MUFFETT, both single men, hereinafter referred to as "Declarants".

WHEREAS, Declarants are the owners in fee simple of that certain real property described in Article II hereof, which property is referred to as "Glenwood"; and

WHEREAS, it is the desire of said Declarants that these covenants be recorded and that said protective covenants be thereby impressed upon Glenwood for the purpose of enhancing and protecting the value, desirability, and attractiveness of Glenwood; now, therefore,

IT IS HEREBY MADE KNOWN THAT the Declarants do by these presents declare, make, establish, confirm and hereby impress upon Glenwood the following protective covenants to run with said land, and to benefit and burden said land, and do hereby bind said parties and all of their future grantees, assignees and successors to said covenants for the term hereinafter stated and as follows:

ARTICLE I

DEFINITIONS

As used in these covenants, the terms set forth below shall have the following meanings:

1.1 "Association" shall mean and refer to the Glenwood Homeowners Association, its successors and assigns.

1.2 "Architectural Control Committee" shall mean the committee formed pursuant to Article IV hereof and the successors of the members designated therein.

1.3 "Common Area" shall mean and refer to Tracts "A" and "B" as designated on the Plat of Glenwood recorded, or hereafter to be recorded, with the King County Auditor's Office, said tracts to be reserved for the common use and

enjoyment of the owners, and owned and maintained by the Association.

1.4 "Improvement" shall mean and refer to every building of any kind, including without limitation, fences, walls, driveways, swimming pools, storage, shelters, decks, or other product or construction efforts on or in respect to the Plat of Glenwood.

1.5 "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision Plat of Glenwood, except those areas specifically designated on such plat(s) as "Tracts" or "Open Space". "Building Site" shall mean that portion of a Lot on which a residence or accessory building or driveway will be or has been built.

1.6 "Owner" shall mean and refer to that person or persons (including Declarants, except where otherwise expressly provided) of record holding the beneficial ownership of a Lot. The rights, obligations and other status of being an Owner shall commence upon acquisition of the beneficial ownership of a Lot and terminate upon disposition of such ownership, but termination of ownership shall not discharge an Owner from obligations incurred prior to termination.

1.7 "Sold" shall mean that legal title has been conveyed or that a contract of sale has been executed under which the purchaser has obtained the right to possession.

1.8 "These Covenants" shall mean and refer to all of the limitations, restrictions, covenants and conditions set forth in this Declaration with respect to Glenwood, as the same may be amended and supplemented from time to time hereafter in accordance with the provisions of this Declaration.

ARTICLE II

PROPERTIES SUBJECT TO THESE COVENANTS

2.1 Glenwood. The Declarants hereby declare that all of the real property described below is owned, and shall be owned, conveyed, hypothecated, encumbered, used, occupied and improved subject to the benefits and burdens of these covenants:

Parcel A

The west quarter of the east half of the southeast quarter of Section 10, Township 24 North, Range 6 East, W.M., in King County, Washington lying south of S.E. 32nd Street, as conveyed to King County by deed

recorded under Recording No. 5472956; TOGETHER WITH the west 30.00 feet of the east three-quarters of said subdivision, lying south of said S.E. 32nd Street, as conveyed to King County by deed recorded under Recording No. 5472956; EXCEPT that portion described as follows:

Beginning at the southwest corner of said subdivision; thence N01°27'43"E along the west line thereof 273.06 feet; thence N37°46'03"E 91.95 feet; thence N52°13'57"W 15.64 feet; thence N37°46'03"E 107.50 feet; thence N52°13'57"W 13.00 feet; thence N39°24'34"E 86.00 feet; thence N77°05'51"E 102.00 feet; thence S88°32'27"E 114.00 feet to the east line of the west 30.00 feet of the east three-quarters of said subdivision; thence S01°27'33"W along said east line 547.00 feet to the south line of said Section 10; thence N88°02'31"W along the south line thereof 360.75 feet to the Point of Beginning;

(Also appearing of record as Lot A, delineated on King County Lot Line Adjustment No. 8704007, as recorded under Recording No. 8705010952).

TOGETHER WITH an easement for slopes on that portion of the east three-quarters of the northeast quarter of the southeast quarter of Section 10, Township 24 North, Range 6 East, W.M., described as follows:

Beginning at the intersection of the east line of the west 30.00 feet of said subdivision, with the south line of the north 30.00 feet of said subdivision; thence S01°27'50"W along said east line a distance of 235.00 feet; thence N25°28'58"E a distance of 83.53 feet; thence N06°04'41"W a distance of 160.00 feet to said south line; thence N88°09'19" along said south line a distance of 13.00 feet to the Point of Beginning.

(Being a portion of Tract "A", Klahanie Division 7, according to the plat thereof recorded in Volume 142 of Plats, pages 34 through 41, inclusive, in King County, Washington.)

Parcel B

Tract "B" of King County Short Plat No. 974025 as recorded under Recording No. 7410160547, being a subdivision of the southwest quarter of the southeast quarter and of the southeast quarter of the southwest quarter of Section 10, Township 24 North, Range 6

East, W.M., in King County, Washington, lying easterly of the Issaquah-Pine Lake Road (Vaughan Hill Road) as conveyed to King County by instrument recorded under Recording No. 55860601 TOGETHER WITH an easement for ingress, egress, and utilities over that portion of Tract "C", King County Short Plat No. 974025, recorded under Recording No. 7410160547, being a portion of the southwest quarter of the southeast quarter of Section 10, Township 24 North, Range 6 East, W.M., in King County, Washington, all more particularly described as follows:

Beginning at the most westerly corner of said Tract "C"; thence $N88^{\circ}58'59''E$ along the north line thereof 157.93 feet to a point on a curve, the center which bears $01^{\circ}01'01''E$ 108.25 feet; thence westerly along said curve to the left, through a central angle of $36^{\circ}53'38''$, an arc distance of 69.70 feet; thence $S52^{\circ}05'21''W$ 29.56 feet to a point of curve; thence southwesterly along a curve to the left having a radius of 50.00 feet through a central angle of $78^{\circ}01'53''$, an arc distance of 68.10 feet to the easterly margin of the Issaquah-Pine Lake Road (Vaughan Hill Road), as conveyed to King County by instrument recorded under Recording No. 5586060, said point being on a curve, the center which bears $S64^{\circ}03'28''W$ 984.93 feet; thence northerly along said easterly margin and curve to the left, through a central angle of $06^{\circ}38'20''$, an arc distance of 114.12 feet to the Point of Beginning.

ARTICLE III

GENERAL PROTECTIVE COVENANTS

3.1 Residential Use. No Lot shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling and a private enclosed garage for not less than two cars. Any auxiliary building must be approved by the Architectural Control Committee.

3.2 Dwelling Size. The floor area of any one-story dwelling shall not be less than 2,000 square feet, excluding open porches and garages. The main floor area of any multi-story dwelling shall not be less than 1,200 square feet. The total floor area of any multi-story dwelling shall not be less than 2,120 square feet, excluding open porches and garages.

3.3 Dwelling Quality. No dwelling shall be permitted on any Lot at any appraised value of less than \$100,000 (exclusive of land), based upon cost levels prevailing on the date these Covenants are recorded, it being the intention and purpose of these Covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these Covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. Driveways will be class B asphalt or concrete. Mobile modular homes will not be allowed.

3.4 Compliance with Zoning and Setbacks. No Buildings shall be located on any Lot in a way that is contrary to the King County Zoning Code or within any building setback or easement lines shown on the recorded plat map of Glenwood. All construction shall likewise comply with such construction requirements as may appear on the plat map of Glenwood.

3.5 Easements.

(a) Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded Plat of Glenwood. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of 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.

(b) Tract "C" as shown on the Plat of Glenwood is an access and utilities easement which is for the use and benefit of Lots 26 and 27 and the Owners thereof. Said easement is to be owned and maintained by the Owners of Lots 26 and 27, with the costs of maintenance to be shared equally by each Owner unless otherwise agreed to by each of said Owners.

(c) The Native Growth Protection Easement (NGPE) shown on the Plat of Glenwood conveys to the public a beneficial interest in the land within the easement. 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, visual and aural buffering, and protection of plant and animal habitat. The NGPE imposes on all Owners of Lots and property subject to the easement the obligation, enforceable on behalf of the public by King County, to leave undisturbed all trees and other vegetation within the

easement. The vegetation within the easement may not be cut, pruned, covered by fill, removed or damaged without express permission from King County, which permission must be obtained in writing from the King County Building and Land Development Division or its successor agency. Before beginning and during the course of any grading, building construction or other development activity on a Lot subject to the NGPE, the common boundary between the easement and the area of development activity must be fenced or otherwise marked to the satisfaction of King County.

3.6 Maintenance of Planter Island. The Owners of Lots 13-18 shall be responsible for the maintenance of the abutting planter island, if any, located in 240th Court S.E. as shown on the Plat of Glenwood.

3.7 Use and Activities on Property. No noxious, illegal, or offensive use of property shall be conducted on any Lot, nor shall anything be done thereon which may be, or become, an annoyance or nuisance to the neighborhoods. No grantee or grantees, under any conveyance, shall at any time conduct, or permit to be conducted, on any residential Lot, any trade or business of any description, either commercial or religious, including day schools, nurseries, or church schools, nor shall said premises be used for any other purpose whatsoever except for the purposes of a private dwelling.

3.8 Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any Lot at any time as a residence either 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 streets in front of any Lot shall not be used for the overnight parking of any vehicle. No boat, boat trailer, house trailer, camper, automobile, truck, motorcycle or other vehicle or any part thereof shall be stored or permitted to remain on any residential Lot unless the same is stored or placed in a garage.

3.9 Completion of Construction. Any dwelling or structure erected or placed on any Lot in Glenwood shall be completed as to external appearance, including finished 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 in writing by the Architectural Control Committee. Inexpensive and unattractive composition roofing is discouraged and may be disapproved of by said Committee.

3.10 Signs. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more

than two square feet in size, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. This provision does not estop the developer from using his best efforts to make original sales of the developed Lots.

3.11 Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot except dogs, cats, or other household pets may be kept; provided that they are not kept, bred, or maintained for any commercial purpose. No dogs shall be kept or left unattended outside which habitually bark or howl except with infrequent, direct and obvious provocation.

3.12 Rubbish and Trash. No Lot or Common Area shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste except that which is kept 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 and out of public view.

3.13 TV Antennas. Satellite dish TV antennas are permitted provided that they are situated in backyards and are not visible from public roadways in a noticeable manner and comply with all applicable King County rules and regulations. The Architectural Control Committee shall have the final say as to the appropriateness of any such satellite dish TV antenna.

3.14 Mineral Development. No oil drilling, development or other mineral development shall be permitted.

3.15 Water and Sanitary Systems. No individual water supply system or sanitary septic system shall be permitted.

3.16 Fences and Hedges. No fence, wall, hedge or mass planting, other than foundation planting, may extend nearer to any street than the minimum setback without the prior written approval of the Architectural Control Committee. Fences, walls, hedges, or mass plantings shall be in compliance with the King County Zoning Code.

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

4.1 Membership, Appointment and Removal. The Architectural and Landscape Control Committee is composed of the following:

Robert B. Hevly 19548 - 189th Place N.E.
Woodinville, WA 98072

Naomi N. Hevly 19548 - 189th Place N.E.
Woodinville, WA 98072

This committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this Declaration. At any time, the then record Owners of a majority of the Lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

4.2 Architectural Review. No building or other structure or Improvement shall be erected, placed, or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to topography and finish grade elevation.

4.3 Liability. Neither the Architectural Control Committee nor any member thereof shall be liable to any Owner, occupant, builder or developer for any damages, loss or prejudice suffered or claimed on account of any action or failure to act of the committee or a member thereof, provided that the member has, in accordance with the actual knowledge possessed by him, acted in good faith. In addition, the committee's approval of any plans shall not constitute any warranty or representation whatsoever by the committee or any of its members that such plans were examined or approved for engineering or structural integrity or sufficiency of compliance with governmental law or regulations.

ARTICLE V

HOMEOWNERS ASSOCIATION, PROPERTY RIGHTS, MAINTENANCE ASSESSMENTS

5.1 Owners' Association. The following provisions govern membership in the Owners Association, voting, and the bylaws and authority of the Association. This Association is a not-for-profit, unincorporated association, formed or to be

formed under the provisions of this Declaration. The Association shall initially use a name which is the name of the plat followed by the words "Owners' Association," and may use such other name as may from time to time be selected by the Association.

5.2 Membership. The Owners of Lots 1 through 68, inclusive, of Glenwood, County of King, State of Washington, shall be members of the Association and may not resign or withdraw from the Association to avoid assessment or responsibilities imposed by law, this Declaration, and any bylaws and rules adopted by the Association.

5.3 Voting.

5.3.1 Voting Representative. Each Lot shall constitute one voting unit. The record Owner of each such Lot shall designate the voting representative of that Lot by written notice presented at each meeting at which Association business is transacted. The voting representative need not be an Owner of Lot.

5.3.2 Quorum. The quorum required for transaction of business and voting shall be the presence in person or by proxy of the voting representatives of 24 or more Lots. If a quorum is present at a meeting, any action may be taken by the affirmative vote of a majority of the votes present at the meeting, except as otherwise provided herein. When a meeting has been called in accordance with the procedures herein and pursuant to the required notice, and no quorum is obtained, the Association may, upon seven days' written notice given in accordance with the notice provisions hereof, conduct business at a subsequent meeting of Lot Owners with a quorum requirement of the voting representatives of 14 Lots.

5.3.3 Veto Rights of Declarant. Notwithstanding any other provision of this Article V, for so long as the Declarant(s) owns at least ten lots within Glenwood, the Declarant(s) shall have the right to veto any decision of the Association, by written notice delivered to an officer of the Association within ten days after the Declarant(s) is/are advised of the decision.

5.4 Meetings.

5.4.1 Meetings Upon Call Only. There shall be no regular meetings of this Association. Meetings for specific purposes shall be held upon the call of three or more Lot Owners or by the President of the Association. The purpose of the meeting shall be stated in the notice given and shall be

for the purpose of considering or acting upon matters within the responsibilities of the Association as described herein.

5.4.2 Notice of Meetings. Notices of meetings shall be given in writing mailed to the residence address of the Owners of each Lot or personally delivered to the resident of the dwelling on the Lot, at least ten days before the date of the meeting. Each such notice shall state all matters to be acted upon at the meeting and shall bear the signature (whether in the original or photocopy of the original notice) of Owners of three or more Lots who have called the meeting or the President of the Association.

5.5 Officers.

5.5.1 Election of Officers. The first order of business at the first meeting of the Association and at any subsequent meeting where there are no officers serving an unexpired term, shall be the election of officers. Officers of the Association shall be a president, vice president, secretary and treasurer.

5.5.2 Indemnification. Officers of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred or imposed upon him or her in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of holding or having held such position, whether or not said person holds such position at the time such expenses are incurred, except in cases wherein such person is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement, indemnification shall apply only when the Association has approved such settlement and reimbursement as being in the best interest of the Association; and provided further that indemnification shall not be available to the extent the expenses or liabilities are reimbursable by any form of insurance coverage to the party claiming indemnification.

5.6 Authority of the Association. The Association acting through its officers and other duly authorized agents or representatives shall have the following powers:

5.6.1 Bylaws. To adopt bylaws by majority vote of the voting representatives present at a meeting of the Association called for that purpose. Thereafter the bylaws may be amended by two-thirds vote of the voting representatives present at a meeting called for that purpose.

5.6.2 Contracting. To employ contractors, consultants, workmen, or other such persons as may reasonably be necessary to carry out any responsibility of the Association with regard to capital improvements, maintenance or repair.

5.6.3 Obtain Financing. To obtain financing as required to fund major repairs, additions, or Improvements on such terms and conditions as the Association may agree.

5.6.4 Determine Assessments. To determine the amount of assessments, as provided below.

5.6.5 Suits and Other Proceedings. To institute or defend proceedings at law, in equity, or before administrative bodies in order to further or protect the interest of the Association, the Owners and the Properties, and to incur such expenses and attorneys' fees as may be reasonably necessary in doing so.

5.6.6 Insurance Coverage. To procure and maintain liability insurance coverage.

5.6.7 General Authority. To exercise and perform all other rights and duties which are reasonably necessary or incidental to carrying out the responsibilities of the Association.

5.7 Owners' Rights of Enjoyment. Every Owner shall have a right of enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

5.7.1 The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;

5.7.2 The right of the Association to suspend the voting rights and 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 sixty (60) days for any infraction of its published rules and regulations:

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

5.9 Creation of the Lien and Personal Obligation of Assessments. The Declarants hereby covenant, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments 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 attorneys' 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 attorneys' 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.

5.10 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property and for the Improvement, repair, and maintenance of the Common Areas as required on the Plat of Glenwood or otherwise.

5.11 Annual Assessment. The Board of Directors shall have the right to fix the annual assessment. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year and shall become payable on the first day of the month following transfer of the Common Areas to the Association.

5.12 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 Areas, including the fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

5.13 Notice and Quorum for Any Action Authorized Under Sections 5.11 and 5.12. Written notice of any meeting called for the purpose of taking any action authorized under Sections 5.11 and 5.12 shall be sent to all members not less than thirty (30) days nor more than sixty (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 each class of 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 sixty (60) days following the preceding meeting.

5.14 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.

5.15 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 each month following the conveyance of the Common Areas by Declarants to the Association. 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. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

5.16 Effect of Non-Payment 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 Areas or abandonment of his Lot.

5.17 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.

ARTICLE VI

ENFORCEMENT

6.1 Enforcement by Declarants, Owners and Association. The provisions of these Covenants shall be deemed to be for the benefit of Declarants, the Owners of Lots within Glenwood, and the Association and may be enforced by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

6.2 Enforcement by King County. The provisions of these Covenants relating to the preservation and maintenance of Common Areas and the Native Growth Protection Easement shall be deemed to be for the benefit of King County as well as Declarants, the Association, and the Owners of the Lots within Glenwood, and may be enforced by either of said parties by proceedings at law or in equity against any person or persons violating or attempting to violate any such covenant, either to restrain violation or to recover damages.

6.3 Expense and Attorneys' Fees. In the event any party benefited by these Covenants shall bring any suit or action to enforce these Covenants, to collect any money due to them thereunder, or to foreclose a lien, the prevailing party shall be entitled to recover all costs and expenses incurred by him in connection with such suit or action, including a foreclosure title report and such amount as the court may determine to be reasonable as attorneys' fees at trial and upon any appeal thereof.

6.4 Non-Exclusiveness and Accumulation of Remedies. An election by the Declarant(s) to pursue any remedy provided for violation of these Covenants shall not prevent concurrent or subsequent exercise of another remedy permitted under these Covenants. The remedies provided in these Covenants are not exclusive, but shall be in addition to all other remedies, including actions for damages and suits for injunctions and specific performance, available under applicable laws.

ARTICLE VII

GENERAL PROVISIONS

7.1 Term. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of five (5) years from the date that these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of five (5) years unless an instrument signed by a majority of the then Owners of the Lots has been recorded, agreeing to change said Covenants in whole or in part.

7.2 Limitation of Liability by Declarant(s). Neither Declarant(s) nor any officer or director thereof, shall be liable to any Owner on account of any action or failure to act of Declarant(s) in performing its duties or rights hereunder, provided that Declarant(s) has/have, in accordance with actual knowledge possessed by it, acted in good faith.

7.3 Severability. Invalidation of any one of these Covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hand 12th day of June, 1989.

PACIFIC DEVELOPERS, a joint venture of R.B. Hevly, Inc. And The Shelter Group, Ltd., both Washington corporations

By R.B. HEVLY, INC., a Washington corporation

By Robert Hevly
Its President

By THE SHELTER GROUP, LTD., a Washington corporation

By [Signature]
Its President

U.S. BANCORP MORTGAGE COMPANY, an Oregon corporation

By [Signature]
Its [Signature]

[Signature]
Robert B. Hevly

[Signature]
Naomi M. Hevly

[Signature]
Richard L. Rokes

[Signature]
Ronald J. Muffett

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that he is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the President of R.B. HEVLY, INC., a Washington corporation, to be the free and voluntary act of such corporation for and on behalf of Pacific Developers for the uses and purposes mentioned in the instrument.

Dated June 12, 1989

[Signature]

Notary Public in and for the State of Washington, residing at [Address]
My Appointment Expires March 25, 1993

STATE OF WASHINGTON)
)
COUNTY OF KING) ss.

I certify that I know or have satisfactory evidence that he is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the president of THE SHELTER GROUP, LTD., a Washington corporation, to be the free and voluntary act of such corporation for and on behalf of Pacific Developers for the uses and purposes mentioned in the instrument.

Dated June 12, 1989

Carl F. Jackson
Notary Public in and for the State
of Washington, residing at Federal Way
My Appointment Expires March 24, 1993

STATE OF WASHINGTON)
)
COUNTY OF KING) ss.

I certify that I know or have satisfactory evidence that Les C. Allen is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Asst. V.P. of U.S. BANCORP MORTGAGE COMPANY, an Oregon corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated 6-12-89

James F. [Signature]
Notary Public in and for the State
of Washington, residing at Seattle, WA
My Appointment Expires 9-9-91

STATE OF WASHINGTON)
)
COUNTY OF KING) ss.

I certify that I know or have satisfactory evidence that ROBERT B. HEVLY and NAOMI M. HEVLY, husband and wife, are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated June 12, 1989

Carl F. Sarker

Notary Public in and for the State
of Washington, residing at Federal Way
My Appointment Expires 3-24-93

STATE OF WASHINGTON)
)
COUNTY OF KING) ss.

I certify that I know or have satisfactory evidence that RICHARD L. ROKES is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated June 12, 1989

Carl F. Sarker

Notary Public in and for the State
of Washington, residing at Federal Way
My Appointment Expires 3-24-89

STATE OF WASHINGTON)
)
COUNTY OF KING) ss.

I certify that I know or have satisfactory evidence that RONALD J. MUFFETT is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated June 12, 1989

Carl F. Sarker

Notary Public in and for the State
of Washington, residing at Federal Way
My Appointment Expires 3-24-89