

Return Address:

Schneider Homes, Inc.
6510 Southcenter Blvd., Suite 1
Tukwila, WA 98188



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KING COUNTY, WA

Declaration of Protective Covenants for Westview Meadow Community Organization
(With Restrictions and Easements)

Grantor: Schneider Homes, Inc.

Grantee: Plat of Westview Meadow

Abbreviated Description: Plat of Westview Meadow, Vol 077 pages 059-064; Situate in King County, Washington

Assessor's Account Numbers: 192205-9267; 192205-9165; 192205-9375

WHEREAS, SCHNEIDER HOMES, INC., a corporation (herein to as Declarant), is the Owner of all of the lots and real property contained in the plat of Westview Meadow, according to the plat thereof recorded under recording no. 20170411000457, Volume 077 of Plats, pages 059 through 064 in King County, Washington. Declarant desires to establish a plan of private subdivision for all of the real property in the plat together with other lands which may be made subject hereto as herein provided and in order to provide for land use restrictions, protective covenants, maintenance of open spaces and other rights as a part of such plan.

NOW THEREFORE, Declarant hereby declares and establishes the following restrictions, covenants, conditions, rights and easements appurtenant:

ARTICLE A: Definitions

Section 1. Definitions. As used herein:

1. The word "Plat" shall refer to the plat of Westview Meadow described above and any other plat or plats which may hereafter be designated from time to time in written amendment or amendments to this instrument. That amendment shall be executed and recorded by Declarant or its successors or assigns expressly refer to this instrument and express the intent to include such other plat or plats within this definition of "Plat". Such amendment may contain further dedications, covenants, restrictions and easements affecting lands or Tracts described in such other plat or plats and may amend the provisions of this instrument but only insofar as those other lands or Tracts are concerned. Declarant or its successors or assigns shall not have any other power to amend this instrument except as provided in Article H.
2. The word "Lot" shall refer to each of the lots shown on a Plat but shall not include any parcel designated as "Tract" on a Plat.
3. The word "Subdivision" shall refer to all of the real property included within a Plat or Plats.

4. The words "Community Organization" shall refer to the Westview Meadow Community Organization, a Washington nonprofit corporation, formed by Declarant for the purpose of enforcing these covenants and providing other things that may benefit its members, and is referred to as the Westview Meadow Community Organization in the Plat.
5. The word "Committee" is defined as the Architectural Control Committee as described in Article C of this instrument.
6. As used herein in reference to a Lot or Lots, "Owner" shall mean the owner or owners of the fee title to the Lot, except that if the Lot is subject to a recorded contract for the sale and purchase of the Lot, the holder or holders of the vendee's interest under the contract shall be deemed to be the Owner of the fee title.

ARTICLE B: Building and Land Use Restrictions

Section 1. Use. No Lot shall be used for any other purpose than for single family residential purposes.

Section 2. Improvements. No dwelling, residence, outbuilding, fence, wall, building, pool or other structure, landscaping or other improvement shall be erected, built or placed on a Lot, nor shall any dwelling, residence, out building, fence, wall, building, pool, or other structure, landscaping, or other improvements on a Lot be changed, altered, or modified, unless the provisions of these Covenants, including the following, have been complied with:

- (a) **Dwelling Only.** No building shall be permitted to remain on any Lot except for one (1) detached single family dwelling and accessory buildings which are appurtenant to the use of an existing permanent residential building conforming to the provisions hereof. Permitted accessory buildings shall include, without limitation, garages, greenhouses, playhouses, toolsheds, doghouses and gazebos.
- (b) **Approval by the Committee.** Prior to clearing or grading of a Lot; placing any structure, including, accessory buildings, on a Lot; making any improvement, or any change or alteration to the external appearance of any existing improvement, on a Lot; plans and specifications for the grading, structure, improvement, alteration or change shall be submitted to and approved by the Committee as provided in Article C. The structure, building, improvement, change or alteration which is made to or is erected, built, or placed on the Lot shall substantially conform to the plans and specifications as approved by the Committee and conditions to approval specified by the Committee, if any. However, the Declarant may grade any lot and make original improvements to any Lot without submitting any plans and specifications to the Committee and without obtaining its approval. Any such original improvement as made by the Declarant to a Lot shall be deemed to have been made in accordance with plans approved by the Committee.
- (c) **Permits Required.** No work shall be started on any construction or improvement on a Lot without first obtaining any and all necessary permits from the proper and applicable governmental agency or agencies.
- (d) **Permanent Construction.** All buildings, structures and improvements on a Lot shall be of permanent construction. No temporary building, trailer, mobile home, tent, garage, outbuilding or other similar structure shall be placed on any Lot, except that, with permission of the Committee, a temporary structure may be placed on a Lot incident to and during the construction of the first permanent residence building on a Lot for period not to exceed nine (9) months during which time progress must be continuously advanced toward completion of construction of the permanent residence on the Lot.
- (e) **Height and Size.** No dwelling shall be more than three stories above the highest reasonable average finished grade of the Lot next to the dwelling. The dwelling on each Lot shall have at least 1,700 square feet of enclosed area devoted to living purposes (i.e., exclusive of garage areas).
- (f) **Construction Completion.** Once started, the work of constructing, altering, repairing or reconstructing any building, structure or improvement on a Lot shall be diligently prosecuted until completion thereof, and in any event, the exterior of the building, structure or improvement shall be completed and finished within twelve months after the work was approved by the Committee.
- (g) **Setback Requirements.** All structures and improvements shall comply with all governmental set back requirements, as amended from time to time; provided that nothing herein shall require removal of a building that was in compliance with such requirements when originally placed, but due to a change in

those requirements, is no longer in compliance. No part of any building shall be placed on a Lot between the nearest boundary line of the Lot and the building set back line if any is shown on a Plat.

- (h) **Antennas.** No exterior microwave receivers (satellite dishes) larger than one-meter in diameter, aerials, antennas or devices for reception or transmission of radio, television or other communication purposes shall be installed in the Subdivision unless the device is in a location where the visibility of the device shall be minimized when viewed from other Lots or streets and its location on the Lot has first been approved by the Committee in writing.
- (i) **Fencing and Screening.** No fence, wall, hedge or mass planting functioning as a hedge shall be permitted on a Lot if it is nearer to any street than is the building permitted under paragraph (g) of this Section 1, except that nothing shall prevent the erection of (i) a necessary retaining wall, the top of which does not extend more than four (4) feet above the finished grade at the back of said retaining wall and (ii) decorative walls, fences, hedges and mass plantings which are maintained not higher than three (3) feet and which have been approved by the Committee as to appearance prior to installation. In no event shall any fence, wall, hedge or mass planting functioning as a hedge extend higher than six (6) feet above the ground. In no event shall any chain link fencing be permitted on a Lot.
- (j) **Wiring.** No lines or wires for the transmission of electric current or of television, radio or telephone signals shall be constructed, placed or permitted to be placed within the Subdivision outside of the buildings on a Lot, unless the lines and wires are underground or in a conduit attached to a building.
- (k) **General Appearance.** The exterior finish of structures on a Lot shall be completed in materials approved by the Committee for exterior finish. Each improved Lot shall be graded to present a reasonably harmonious transitional appearance from Lot to Lot. Each Lot shall conform to the landscaping provisions set forth in Article D. The general external appearance of a structure on a Lot shall be substantially comparable with the general appearance of surrounding existing structures in the Subdivision.

Section 3. Animals. No animals of any kind shall be raised, bred or kept on any Lot except that usual household pets such as dogs, cats and small birds may be kept, provided that they are kept as family pets. In no event shall any animal be kept on a Lot if the animal unreasonably interferes with the use and enjoyment of any part of the Subdivision. No commercial raising, breeding, training or dealing of or in animals shall be conducted or permitted on any Lot. Any dog in the Subdivision shall be physically restrained at all times so that it may not freely roam in the Subdivision at any time. Any Owner or their guest must immediately remove feces deposited by his or her pet on any other Lot, common area, street, sidewalk or any other area within the Subdivision and properly dispose of it in the trash. No animal shall be kept on a Lot if the animal unreasonably interferes with the normal use and quiet enjoyment of any Lot or part of the Subdivision or if the animal is generally regarded as a "vicious animal" whose presence in the community endangers the safety of the public. No Owner shall allow barking dogs or any other noisy household pets to unreasonably disturb the peace and quiet of the community and no pets may be left tethered and unattended in the backyard.

Section 4. Signs. No billboard, advertising structure or device, or sign of any kind shall be located, placed or maintained in the Subdivision, except for (a) political yard signs, (b) street and traffic signs, and (c) the following signs if approved by the Committee before installation: Entry signs identifying the Subdivision; signs that are required for legal proceedings; one sign on a Lot, which is not more than five (5) square feet and which advertises the Lot for sale or rent; and signs or other displays used by the Declarant or other builders of a residence on a Lot to identify the Declarant or builder or to advertise the Lot during the initial construction of a residence building and its initial sale. The Committee may adopt reasonable rules and regulations regarding the placement and manner of display of political yard signs, provided that they are in accordance with RCW 64.38.034. The Committee may cause any sign placed in the Subdivision in violation of this provision or its rules and regulations regarding political yard signs to be removed and destroyed. Declarant may maintain marketing signage at the entrance to the Plat and in any other location within the Plat until all Lots in the community are sold.

Section 5. Maintenance of Lots. Each Lot shall be maintained by the Owner of the Lot in a neat and presentable condition and shall be kept free of unsightly conditions at all times, including accumulations of litter, junk, containers, equipment, building materials and other debris. No part of the Subdivision shall be used or maintained as a dumping ground for rubbish. No trash, garbage, refuse, recycling or other waste materials shall be kept on a Lot except in containers which are regularly emptied with contents disposed of off the Subdivision. All equipment for the

storage or disposal of such material shall be kept in a clean and sanitary condition and out of sight. No grass cuttings, leaves, limbs, branches or other debris from vegetation shall be dumped in or be allowed to accumulate on any part of the Subdivision, except that nothing herein shall prevent the maintenance on a Lot of a regularly tended compost facility for making compost to be used on a Lot. Improvements on a Lot shall be maintained in good order and repair.

Section 6. Businesses. No trade, craft, business, profession, manufacturing, commercial enterprise or commercial activity of any kind shall be carried on or conducted in the Subdivision (a) if the activity interferes with the quiet and peaceful use and enjoyment of any part of the Subdivision, (b) if the evidence of the activity, other than a permitted professional sign, shall be visible from the Lot, (c) if the activity increases vehicle or pedestrian traffic in the Subdivision to more than usual residential traffic, or (d) if prohibited under applicable ordinances. Residential use of a Lot shall include operation of a business if it is conducted by a resident of the Lot and if it is not prohibited by this section.

Section 7. Storage and Vehicles. No goods, materials, supplies, equipment, boats, trucks, motorcycles, busses, motor homes, campers, trailers, or vehicles of any description, shall be kept, stored, dismantled or repaired in any street in the Subdivision or in any part of the Subdivision outside of a permitted structure or, for vehicles, behind a fence that has been specifically approved by the Committee for the purpose of screening such vehicle such that it is out of sight from any other part of the Subdivision. No automobile or other vehicle owned or regularly used or regularly available for use by a resident of a Lot shall be regularly parked or stored in a street in the Subdivision, but shall be parked in a garage or on the driveway on a Lot. Abandoned, derelict, unlicensed or inoperable automobiles or other vehicles shall not be stored or parked on the street, driveway or any portion of an Owner's Lot outside of the garage. Abandoned, derelict, or inoperable automobiles or other vehicles are automobiles or vehicles that have not been driven under their own propulsion or power for a period of three (3) weeks or longer. A written notice requesting removal of the automobile or other vehicle may be personally served upon the Owner or posted on the subject vehicle. If said automobile or other vehicle has not been removed within seventy-two (72) hours after notice has been given, the Committee has the right to remove the automobile or other vehicle without liability and the expense of removal shall be the responsibility of the Owner. Drivers should use caution when driving anywhere in the Subdivision. The lack of traffic signs in the Subdivision, curving or narrow streets, parked vehicles, landscaping, fences, and other sight obstructions may make it difficult to see children at play and other pedestrians.

Section 8. Firearms. No firearms, whether for hunting or target practice, shall be discharged in the Subdivision.

Section 9. Clothes Drying. No clothes, linens, rugs, tarpaulins or other fabrics or fabric like materials shall be hung or placed out to dry or air on a Lot unless fully screened from view from the streets and other lots in the Subdivision.

Section 10. Nuisances. No Lot shall be used in whole or part for storage of anything, or for any activity, that will cause the Lot to appear in an unclean, disorderly or untidy condition. No noxious activity or thing shall be permitted on a Lot. Nothing shall be done on a Lot which may be or become a nuisance or unreasonably interfere with the use and enjoyment of any part of the Subdivision.

ARTICLE C: Architectural Control

Section 1. The Committee. The directors of the Community Organization shall comprise the Committee herein referred to. As long as Declarant remains Owner of any Lot which has not been improved with a permanent residence, the Declarant shall have the right to appoint a representative on the Committee in addition to the directors of the Community Organization. If there is a representative of the Declarant on the Committee, no meeting of the Committee or decision of the Committee shall be valid unless the representative is present at the meeting or the representative has waived, in writing in advance, the right to be present at the meeting of the Committee. The Declarant's representative shall have the power and authority to veto any decision of the Committee and the right and power to disapprove any plans and specifications submitted to the Committee for approval. The determination of the Declarant's representative to veto or disapprove shall be binding on the Committee. The address of the Committee shall be the registered office of the Community Organization. The initial registered address of the Community Organization is in care of Declarant at 6510 Southcenter Boulevard, Suite 1, Tukwila, WA 98188, which address will change upon appointment and registration of a new registered agent.

Section 2. Submission of Plans. All plans and specifications or information required to be submitted to the Committee for approval shall (a) be submitted in writing by mail to the address of the Committee in duplicate, (b) contain a written request for approval and the name and address of the person submitting the same and the Lot involved, and (c) set forth the following with respect to a proposed structure, improvement, or alteration to the extent required to determine whether the structure, improvement or alteration conforms to these Covenants: the location of the structure or improvement upon the Lot, the elevation of the structure or improvements with reference to the existing and finished lot grade, the general design of the structure or improvements, the interior layout of the structure, the exterior finish color and materials, including roof materials, of the structure or improvements, the landscape plan, a description of any proposed alteration or change to an improvement, and such other information as may be required by the Committee to determine whether such structure conforms with these Covenants.

Section 3. Standards. The Committee may refuse to approve a request for an accessory building on a Lot if, in the discretion of the Committee, the structure detracts from the general visual appearance of the neighborhood as seen from the streets. The location of a permitted accessory building other than garages shall be at a place which minimizes the visual impact and, as a general guideline, shall be in the side or rear yard behind the front of the house. The Committee shall not be bound by these guidelines for accessory buildings, but may exercise its discretion in that respect. The Committee shall also have the authority to determine and establish standards involving aesthetic considerations of harmony of construction and color which it determines to be in the best interest of providing for an attractive Subdivision. Such authority shall include but not be limited to the height, configuration, design and appearance of the dwelling and fences, walls, outbuildings, pools and other structures and improvements appurtenant to the use of a dwelling. Such determinations may be amended and shall be binding on all persons.

Section 4. Approval or Disapproval. Within thirty (30) days after the receipt of plans and specifications or information with a request for approval, the Committee shall by majority vote approve or disapprove the request. The Committee may disapprove the request if, in its opinion, the plans and specifications do not conform to these restrictions or its aesthetic or other standards. Approval may be made subject to conditions. Approval or disapproval of a request shall be made upon one of the copies of the plans and specifications, which shall be returned to the address shown on the request. In the event that no disapproval or conditional approval of a request is given within thirty (30) days of submission in compliance herewith, the request shall be deemed approved.

Section 5. Advisors. The Committee may appoint advisors or advisory committees from time to time to advise on matters pertaining to the Subdivision. No person on the Committee or acting for it shall be responsible for any defect in any plan or specification submitted or approved or for any defect in any work done according to such plans and specifications.

Section 6. Variations. The Committee shall have the authority to approve plans and specifications which do not strictly conform to these restrictions in order to overcome practical difficulties or prevent hardships in the application of these restrictions; provided that such variations so approved shall not be materially injurious to the improvements of other Lots and shall not constitute a waiver of the restrictions herein contained but shall be in furtherance of the purposes and intent of these restrictions.

ARTICLE D: Landscaping

Section 1. Initial Landscaping. Prior to occupancy of any residential building on a Lot, the front and back yards of the Lot shall be landscaped and, the rear yard of the Lot, shall be fenced. The Lot shall be fully landscaped within one year after occupancy of the residential building on the Lot. However, if weather conditions or ground conditions due to weather are such that it is not reasonable to landscape the Lot within the time provided, the time for completion of the landscaping shall be extended for a period of 60 days after weather conditions and ground conditions due to weather are reasonable for landscaping. Any dispute over the time when weather or ground conditions due to weather are reasonable for landscaping may be determined by the Committee which determination shall be binding upon all interested parties. Nothing herein shall preclude landscaping which utilizes natural vegetation; provided that noxious wild weeds and plants shall not be permitted on any Lot.

Section 2. Landscape Maintenance. The Owners of each Lot shall maintain the landscaping on the Lot in a neat and presentable condition at all times and shall not permit the Lot to become overgrown or allow weeds and other noxious plants to proliferate on the Lot. Notwithstanding anything to the contrary on the Plat, including Note 3 on the Plat, the Community Organization shall maintain the landscaping of planter islands, planting or parking strips,

and street trees, if any, even if they are located within a Lot. Planter islands, planting or parking strips, and street trees shall have their commonly understood meaning, and are typically located within or adjacent to public rights of way.

ARTICLE E: Easement and Open Spaces

Section 1. Intent. The provisions of this instrument, and particularly the provisions of this Article E, are intended to supplement the notes and comments on the Plat. This instrument and the provisions on the face of the Plat are to be read and interpreted together. To the extent that provisions of this Article E appear to be inconsistent with or appear to expand or limit the terms contained in that Plat, the provisions of this Article E shall control.

Section 2. Public Storm Drainage Tract; Landscape Maintenance Easement. Tract A of the Plat shall be conveyed to the City of Kent and shall not be used for any other purpose other than stormwater management purposes. Declarant reserves the right to, and the Community Organization shall have a "Private Landscape Maintenance Easement" in order to, improve Tract A with landscaping and maintain such landscaping, within a 10-foot perimeter in accordance with the Private Landscape Maintenance Easement described in Note 12 on the Plat. No other improvements shall be made to Tract A.

Section 3. Private Access and Utility Easement. A "Private Access and Utility Easement" is located on Lots 6, 7, 8, 9, 10, 11, 12 and 13 for the benefit of Lots 7, 8, 9, 10, 11, and 12 for private access and utility facilities in accordance with Note 9 on the Plat. This private access easement is for the purpose of ingress, egress and utilities for the Lots benefitted thereby. The Owners of the Lots benefitted by this easement shall have an equal and undivided responsibility for the maintenance thereof. Such Owners are responsible for the maintenance, repair and replacement of the improvements located within such easement, including, but not limited to, keeping the surface of such easement area in good condition and removal of snow and ice, as needed. The Owners of the Lots benefitted by this easement may cause reasonable repairs to be made to the improvements in such easement area after giving 20 days' notice to all Owners of the Lots benefitted by this easement that the Owner intends to make repairs which are fully described in the notice. On demand, the Owners of the Lots benefitted by this easement shall reimburse to the party making the repairs their pro rata share of the reasonable cost of the repairs which have been made in accordance with the notice. Any Owner of a Lot benefitted by this easement may make improvements to such easement area at such Owner's cost, provided that such improvement does not materially impact use of the easement area by the other Owners of Lots benefitted by this easement. After any improvements are made, any damage to the existing improvements shall be repaired as a part of the cost of maintaining such easement area's improvements.

Section 4. Private Storm Drainage Easements. A "Private Storm Drainage Easement" is located on (a) Lots 2 and 3 for the benefit of Lots 1 and 2; (b) Lot 3 for the benefit of Lot 4; (c) Lots 6, 7, 8 and 12 for the benefit of 6, 7, 8, and 9; (d) Lots 11 and 12 for the benefit of Lots 10 and 11; (e) Lot 14 for the benefit of Lot 13; (f) Lot 15 for the benefit of Lot 16; and (g) Lots 17, 18, and 19 for the benefit of Lots 18, 19, and 20. Consistent with Notes 2, 3, 4, 5, 6, 7, and 8, such easements are for the purpose of private storm drainage facilities for the Lots benefitted thereby. The Owners of the Lots benefitted and burdened by each easement are responsible for the maintenance, repair and replacement of the facilities located within such easement. The Owners of the Lots benefitted and burdened by each easement may cause reasonable repairs to be made to the facilities in the easement after giving 20 days' notice to all Owners of Lots benefitting from and burdened by the easement that the Owner intends to make repairs which are fully described in the notice. On demand, the Owners of the Lots that are benefitted and burdened by the easement where repairs were so made shall reimburse to the party making the repairs their pro rata share of the reasonable cost of the repairs which have been made in accordance with the notice.

Section 5. Community Organization Private Storm Drainage Easements. A "Private Storm Drainage Easement" is located on (a) Lots 10, 11, 12, 13, 14, 15, and 16; and (b) Lots 17, 18, 19, and 20. Consistent with Notes 10 and 11, such easements are for the purpose of storm drainage facilities and the Community Organization shall be responsible for maintenance of such facilities located therein.

Section 6. Street Lighting System. The street lighting system will be constructed and maintained by Puget Sound Energy, provided that all electrical and maintenance bills shall be paid for by the Community Organization.

Section 7. Maintenance of Facilities. Subject to restrictions contained herein, the Community Organization shall maintain and may improve the properties transferred to the Community Organization. Consistent with Note 12 on the Plat, the Community Organization shall maintain landscaping within the easement area on Tract A of that Plat.

ARTICLE F: Community Organization and Lien Rights

Section 1. Community Organization Membership. The following provisions in this Section 1 relating to membership in the Community Organization are provided for in its Article of Incorporation and shall not be altered or amended. There shall be one membership in the Community Organization for each Lot and no more. The memberships in the Community Organization shall stand in the name or names of the persons or parties who from time to time are the recorded Owners of Lots. Each membership in the Community Organization shall be appurtenant to and not severable from the fee ownership or vendee's interest in one of the Lots and shall transfer with the transfer of the fee title or vendee's interest in the Lot without further action on the part of the Community Organization or its several members. Holders of the membership shall be members of the Community Organization.

Section 2. Lien. In order to provide for the proper operation and payment of operational and administrative costs of the Community Organization and to allow the Community Organization to fulfill any and all of its maintenance and improvement obligations, including, but not limited to operation, repair and maintenance of street lights and performance of landscaping obligations, each grantee and vendee of the Lots, their heirs, successors and assigns shall and do, by the act of accepting a deed of a Lot or entering into a contract of sale of a Lot as vendee, jointly and severally, agree that they and each of them shall be members of the Community Organization and shall pay to the Community Organization the assessments, dues and charges levied according to the Articles of Incorporation and Bylaws of the Community Organization against them as members of the Community Organization. All assessments, together with interest (computed from its due date at a rate of 12% per annum or such higher rate as the board of directors may establish, subject to the limitations of Washington law), late charges as determined by resolution of the board of directors, costs and reasonable attorneys' fees, including those for collection, shall be the personal obligation of each Owner and a lien upon each Lot until paid in full. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance. Such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments and other levies which by law would be superior and (b) the lien or charge of any recorded first mortgage or deed of trust (meaning any recorded mortgage or deed of trust with first priority over other mortgages or deeds of trust) made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment and judicial or nonjudicial foreclosure. Notwithstanding any provisions hereof appearing to the contrary, the sale or transfer of title to a Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien created hereby for any unpaid assessments, dues and charges which became due prior to such sale or transfer; provided that no sale or transfer shall relieve such Lot from a lien for dues and charges thereafter becoming due. Such unpaid assessments, dues and charges shall be deemed costs collectible from Owners of all Lots subject to assessment under this provision.

Section 3. Duties of the Community Organization. Consistent with Note 5 on the Plat, any landscaping within the public right of way adjacent to each Lot shall be maintained by the Community Organization. Furthermore, to the extent required, the Community Organization will maintain the public ten-foot trail easement area located on Lot 7.

ARTICLE G: Application and Enforcement

Section 1. Effect. The covenants, restrictions, easements, rights, liens, and encumbrances herein provided for shall be covenants running with the land and shall be binding upon the Subdivision and any and all parts thereof, the parties in interest thereto and their heirs, assigns, personal representative and successors in interest. Accepting an interest in and to any portion of the Subdivision shall constitute an agreement by any person, firm or corporation accepting such interest, that they and each of them shall be bound by and subject to the provisions hereof.

Section 2. Severability. In the event that any provisions hereof shall be declared to be invalid by any court of competent jurisdiction, no other provision shall be affected thereby and the remaining provisions shall remain in full force and affect. No waiver of the breach of any provision hereof shall constitute a waiver of a subsequent breach of the same provision or of any other provisions. No right of action shall accrue for or on account of the failure of any person to exercise any right hereunder nor for seeking to enforce any provision, condition, restriction or covenant which may be determined to be unenforceable.

Section 3. Enforcement. The parties in interest in and to any part of the Subdivision and the Community Organization, for the benefit of the Owners of the Subdivision, and each of them shall have the right and authority to

enforce the provisions hereof and, in addition to any other remedy for damages or otherwise, shall have the right to injunctive relief. The prevailing party in any action to enforce any provision hereof shall recover a reasonable sum as attorneys' fees together with all reasonable and necessary costs and expenses incurred incident to such which sums shall be paid by the unsuccessful party.

ARTICLE H: Amendment of Covenants

Section 1. By Declarant. Declarant may unilaterally amend this instrument if such amendment is necessary (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Lots; (c) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Lots; or (d) to satisfy the requirements of any local, state or federal governmental agency.

Section 2. By Members. Except as otherwise specifically provided above, this instrument may be amended and changed from time to time by the written consent of the Owners of not less than 67% of all of the Lots in all of the Subdivision, and Declarant's consent, so long as Declarant owns any property subject to this instrument. For the purpose of amendment, consent to an amendment by an Owner shall be binding and irrevocable upon the Owner of a Lot and any successors to the Owner for a period of six months after it is given for the purpose of calculating the percentage required for adoption of the consent. Consents required under this Section shall be delivered to the Community Organization which shall tabulate them. Its determination of the sufficiency of the consent shall be conclusive, and an amendment to this instrument shall be effective when a written Notice of Amendment signed and acknowledged by the president and secretary of the Community Organization is recorded in King County, Washington, stating that the requisite consent has been obtained and setting forth the amendment in its entirety. This right of amendment is in addition to the right of amendment provided in Paragraph 1, Section 1 of Article A and Section 1 of Article H.

ARTICLE I: Right to Transfer or Assign Declarant Rights

Any or all of Declarant's rights and obligations set forth in this instrument or the Bylaws of the Community Organization may be transferred in whole or in part to other persons; provided, the transfer shall not reduce an obligation nor enlarge a right beyond that which Declarant has under this instrument or the Bylaws of the Community Organization. No such transfer or assignment shall be effective unless it is in a written instrument signed and recorded by Declarant.

[Signature on following page.]

EXECUTED this 19th day of April, 2017.
SCHNEIDER HOMES, INC.,
a Washington corporation

Harry J. Schneider

State of Washington
County of King

I certify that I know or have satisfactory evidence that Harry J. Schneider is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of SCHNEIDER HOMES, INC., a Washington corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

DATED: April 19, 2017



Marguerite Gonneau
Notary Public
My appointment expires: 2-28-19