

81/11/09

RECD F
CASHSL

18.00

#0329 E

***18.00
22

DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by
UNION SERVICE CORPORATION, hereinafter referred to as "Declarant".

WITNESSETH:

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

SUNRISE NO.I, as recorded in Volume 118 of Plats,
pages 66 through 68, records of King County, Washington.

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

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to the SUNRISE
HOMFOWNERS' ASSOCIATION, INC., a Washington corporation, its suc-
cessors and assigns.

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

Section 3. "Properties" shall mean and refer to that certain
real property hereinbefore described.

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

8111090329

TRACTS B, E, & F of SUNRISE NO. I, as recorded in Volume 118 of Plats, pages 66 through 68, records of King County, Washington.

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

Section 6. "Declarant" shall mean and refer to UNION SERVICE CORPORATION, their successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

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

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) The right of the Association to suspend voting rights and right to use the Common Area 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;
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.
- (d) The common areas shall be operated and maintained only as open space, as drainage retention/detention facilities, or for active or passive recreational areas.

Section 2. Delegation of Use Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common

8111090329

Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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

Section 2. The Association shall have two (2) classes of voting membership.

CLASS A Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lots shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

CLASS B Class B member(s) shall be the Declarant (as defined in the Declaration) and shall be entitled to three (3) votes for each Lot owned. The Class B members shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) 31st October 1985.

ARTICLE IV

COVENANT FOR CAPITAL & MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed 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

8111090329

8111090329

collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due, regardless of whether such person continues to be an Owner.

Section 2. 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 Properties and for the improvements and maintenance of the Common Area.

Section 3. Maximum Annual Assessments Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$24.00.

(a) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than ten (10%) percent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting called for this purpose.

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

Section 4. Special Assessments for Capital Improvements In addition to the annual assessments authorized above the Association may levy, in any assessment year after the calendar year 1985, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property

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

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4 Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 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 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.

Section 6. Uniform Rate of Assessment Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments; Due Dates The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association 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 of a specified Lot have been paid. A properly executed certificate of the Association as to the status of

8111090329

assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. 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 the foreclosure of the lien or a mortgage or deed of trust with respect thereto, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments that 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 nor shall any such sale or transfer remove from the Owner (the mortgagor or grantor under the mortgage or deed of trust being foreclosed) the personal liability of said Owner pursuant to Section 1 above.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) 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 escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE V

GENERAL PROTECTIVE COVENANTS

Section 1. Residential Character of the Property The term "residential lot" as used herein, means all of the Lots now or hereafter platted on the existing property. No structures or buildings of any kind shall be erected, altered, placed or permitted to remain on any residential lot other than one single-family dwelling for single-family occupancy only, not to exceed two stories in height, with a private garage or carport for not more than three (3) standard size passenger automobiles.

8111090329

8111090329

Section 2. Business and Commercial Use of Property Prohibited

No trade, craft, business, profession, commercial activity of any kind shall be conducted or carried on upon any residential lot, or within any building located on a residential lot, nor shall any goods, equipment, vehicles (including buses, trucks, and trailers of any description) or material or supplies used in connection with any trade, service or business, wherever the same may be conducted, or any vehicle in excess of 6,000 pounds gross weight (including buses, trucks and trailers of any description) regardless of the purpose for which such are used, be kept, parked, stored, dismantled or repaired outside of any residential lot or on any street within the property, except for those necessary for initial construction and real estate sales activity, nor shall anything be done on any residential lot which may be or may become an annoyance or nuisance to the neighborhood.

No Owner of any residential lot shall permit any vehicle owned by him or by any member of his family or by an acquaintance, and which is in an extreme state of disrepair, to be abandoned or to remain parked upon any street or lot within the existing property for a period in excess of forty-eight (48) hours.

Section 3. Residential Use of Temporary Structures Prohibited

No trailer, basement, tent, shack, garage, barn, or other out-building or any structure of a temporary character erected or placed on the property shall at any time be used as a residence temporarily or permanently.

Section 4. Storage of Campers, Boats & Trailers

No camper, trailer, boat, or other similar item shall be openly stored upon any lot. They may be stored only in a suitably screened area. The type of screening and area selected for such storage area must be approved by the Architectural Committee. Applications for such approval shall be made and consideration given in the manner specified in Section 5.

Section 5. Architectural Control

No building, fence or wall shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architec-

8111090329

tural Control Committee as to quality of workmanship and materials, harmony of external design and color with the existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be as follows:

Section 5 (a). Architectural Control Committee The Architectural Control Committee is composed of the declarant until the sale of 75% of the Lots to persons other than the declarant are closed, at which time three (3) homeowners will be selected by the Board of Directors to serve on the committee.

A majority of the 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 covenant. At any time, following the time the declarant is no longer the committee, the membership of the committee may be changed or the powers and duties of the committee enlarged or restricted by vote of a majority of each class of members who are voting in person or by proxy for a meeting called for that purpose.

Section 5 (b). Procedure The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, 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.

Section 6. Dwelling Size and Location The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1150 square feet for a one-story dwelling, nor less than 800 square feet for a dwelling of more than one-story.

No building, exclusive of porches, roofs, overhangs and steps, shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback line shown

8111090329

on the recorded plat, or as required by King County ordinance. In any event, no building, exclusive of porches, roofs, overhangs and steps, shall be located on any lot nearer than 20 feet to the front property line, nearer than 10 feet to any side street line, or nearer than 5 feet to any interior lot line. No dwelling shall be located on any lot nearer than 15 feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of the building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

Section 7. Lot Area and Width No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 6,400 square feet.

Section 8. Easements There are hereby specifically reserved for the benefit of the Declarant, any applicable utility company, the lot owners in common, and each lot owner severally, as their respective interest shall obtain, the easements, reciprocal negative easements, secondary easements, and right-of-way, as are specifically identified hereinafter.

Section 8 (a). Utility Easements On each lot an easement is reserved under, over, and upon five (5) foot strips of land adjacent to front and rear boundary lines, and two and one-half (2-1/2) foot strip of land adjacent to side boundary lines for utility installation and maintenance, including but not limited to power, telephone, water, sewer drainage, gas, etc., together with the right to enter upon the lots at all times for said purposes. Additional utility easements are reserved as shown on the recorded plat and others as required will also be regarded as necessary easements required by governmental subdivisions.

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 of

8111090329

utilities, of 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 or pipes 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 is responsible.

Section 9. 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 10. Garbage and Refuse Disposal No lot or tract shall be used as a dump for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal. Yard rakings, such as rocks, lawn and shrubbery clippings, and dirt and other material resulting from landscaping work shall not be dumped into public streets or ditches. The removal and disposal of all such materials shall be the sole responsibility of the individual lot owner. All incinerators or other equipment for the storage or disposal of trash, garbage or other work shall be kept in a clean and sanitary condition.

Section 11. Fences No fence, wall or hedge shall be erected, placed or altered on any lot nearer to any street than the building 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 wall.

Section 12. Animals No animal, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that cats, dogs, birds or other household pets may be kept if they are

not kept, bred, or maintained for any commercial purpose, and that they shall not be kept in numbers or under conditions reasonably objectionable in a residential community.

Section 13. Outside Antennas No outside television or radio antenna of any kind shall be placed on any lot or upon any structure without written consent of the Architectural Control Committee.

Section 14. Signs No signs shall be erected or maintained on any residential lot in the tract, except that no more than one approved FOR SALE or FOR RENT sign placed by the owner or builder or by a licensed real estate broker, not exceeding eighteen (18) inches high and twenty-four (24) inches long, may be displayed on any lot. While houses in the development are being sold for the first time the Declarant and/or his agent may erect signs throughout the development directing prospective purchasers to new homes for sale.

Section 15. Date for Completion of Construction Any dwelling or structure erected or placed on any residential lot shall be completed as to external appearance, including finished painting, within eight (8) months from date of commencement of construction. Any dwelling shall be connected to the public sewer system.

Section 16. Mortgage Protected Nothing herein contained shall impair or defeat the lien of any mortgage or deed of trust or hereafter recorded covering any lot or lots, but title to any property obtained as a result of foreclosure shall thereafter be held subject to all of the provisions herein.

Section 17. Greenbelt Easements A Greenbelt Easement, Natural Buffer Zone, Screening Easement, Sloped Protection Easement, or other protecting zones are reserved as shown on the Plat Map, Sunrise No. I. Within these specified areas, no structure, clearing grading or vehicular access or material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels, except access shall be permitted for the purpose of installation and maintenance of screening, utilities and

8111090329

8111090329

drainage facilities. The responsibility for maintenance of these zones shall be that of each owner whose lot abuts such zones, and all improvements therein (except those improvements in place for which a public authority or utility is responsible) shall be continuously maintained by such owner or owners.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement Any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, covenants, reservations, liens and charges now or hereinafter imposed by the provisions of this Declaration. Failure by 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 2. Severability Invalidation of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90) percent of the lot owners, and thereafter by an instrument signed by not less than seventy-five (75) percent of the lot owners. Any amendments shall take effect when they have been recorded with the Auditor of King County.

Section 4. Annexation (a) The Annexation of additional properties other than Properties within the general plan of development provided for in Section 2 hereof, shall require the assent of not less than two-thirds (2/3) of the members of the Association, at a meeting duly called for this purpose, written notice of which meeting, shall be sent to all members not less than thirty (30) days or more than fifty (50) days in advance of the meeting,

8111090329

setting forth the purpose of the meeting. At said meeting, the presence of members or of proxies entitled to cast sixty percent (60) of all votes shall constitute a quorum. If the required quorum is not present in person or by proxy at any meeting, subsequent meetings may be called subject to the notice requirement set forth above and the required quorum at such subsequent meetings shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than fifty (50) days following the preceding meeting. In the event two-thirds (2/3) of the members are not present in person or by proxy, members not present may give their written consent to the action taken thereat. During the developmental period, annexation of additional properties under this Section 1 shall also require the prior written approval of the Declarant.

(b) If within fifteen (15) years of the date of recording of this Declaration, the Declarant or its successor or assigns should develop additional lands within the area described in Exhibit "A" attached hereto, such additional lands may be annexed to the existing property without the assent of the members of the Association: Provided, however, that the development of additional lands described in this section shall be in accordance with the general plan submitted to the Federal Housing Administration with the processing papers for this Sunrise Development. Detailed plans for the development of additional lands must be submitted to the Federal Housing Administration (or such other similar Federal Agency then having jurisdiction of such developments) prior to such development. If the Federal Housing Administration determines that such detailed plans are not in accordance with the general plan on file with it and so advised the Association and the Declarant, the development of the additional lands must have the assent of two-thirds (2/3) of the members of the Association 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 not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. At this meeting the presence

8111090329

of members or of proxies entitled to cast sixty (60) percent of all votes shall constitute a quorum. If the required quorum is not present in person or by proxy at any meeting, subsequent meetings may be called, subject to the notice requirement set forth above, and the required quorum at any such 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 fifty (50) days following the preceding meeting.

Section 5. FHA/VA Approval As long as there is a Class B Membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties; dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

ARTICLE VII

PLAT RESTRICTIONS

No Lot or portion of a lot in the plat shall be divided and sold or resold or ownership changed or transferred whereby the ownership of any portion of this plat shall be less than the area required by applicable zoning.

ARTICLE VIII

EXTERIOR MAINTENANCE

The Declarant, shall maintain all common areas, entrances and entrance planters and cul-de-sac planters until the sale of 75% of the lots in Sunrise No. I and additional properties, which are included in the real property described in Exhibit "A", annexed thereto to persons other than the Declarant are closed. Thereafter the Association shall maintain all common areas, entrances and entrance planters and cul-de-sac planters. Each individual Owner or contract purchaser shall be obligated to provide exterior maintenance of his own Lot and the buildings located thereon. In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner reasonably satisfactory to the Board of Directors, the Association after approval by two-thirds (2/3) vote of the Board of Directors, shall have the

8111090329

right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot (including the cutting of grass and pruning of trees) and the exterior of the building or buildings and any other improvements erected thereon. The cost of such repair and restoration maintenance (including the cutting of grass and pruning of trees) shall be added to and become part of the assessment to which such Lot is subject.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 6th day of NOVEMBER, 1981.

UNION SERVICE CORPORATION

By: Harold D. Jenson
Its President

STATE OF WASHINGTON)
County of King)

On this 6th day of November, A.D., 1981, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Harold D. Jenson, of Union Service Corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written,

Raymond J. Jenson
Notary Public in and for the State
of Washington residing at

Bellevue, Wa.

79-8060
2/9/81

SUNRISE

Homeowners Association Boundary

Those portions of Section 24, Township 26 North, Range 5 East, W.M., in King County, Washington, described as follows:

The Northwest quarter of the Northeast quarter; and the East half of the Northeast quarter of the Northwest quarter, EXCEPT the West 329.10 feet thereof; and the Southwest quarter of the Northeast quarter, and the Southeast quarter of the Northeast quarter, and the Northwest quarter of the Southeast quarter; and the Northwest quarter of the Southwest quarter of the Southeast quarter, EXCEPT the South 9 feet thereof; and the North half of the Northeast quarter of the Southeast quarter, EXCEPT that portion for road described in Quit-Claim Deed recorded under Auditor's File No. 8010290588, records of said county.

ALSO EXCEPT that portion of the West 1/2 of the Northeast 1/4 of said section, described as follows:

8111090329 COMMENCING at the North Quarter-corner of said section; thence S 2°10'40" W along the North-South centerline of said section 2833.36 feet to intersect the arc of a curve to the right from which the center lies S 71°20'21" E 730.00 feet distant; thence Northeasterly along said curve through a central angle of 18°14'23" an arc distance of 232.39 feet to the East line of the West 100.00 feet of said subdivision; thence N 2°10'40" E along said line 339.84 feet to the POINT OF BEGINNING; thence N 2°10'40" E, continuing along said line, 967.16 feet; thence N 11°32'47" W 214.25 feet to intersect the arc of a curve to the left from which the center lies N 37°44'14" E 280.00 feet distant; thence Southeasterly along said curve through a central angle of 24°33'19" an arc distance of 120.00 feet to a point of reverse curvature and the beginning of a curve to the right having a radius of 620.00 feet; thence Southeasterly and Southerly along said curve through a central angle of 73°52'31" an arc distance of 799.41 feet to a point of tangency; thence S 2°56'34" E 150.00 feet to the beginning of a curve to the right having a radius of 370.00 feet; thence Southerly and Southwesterly along said curve through a central angle of 45°31'16" an arc distance of 328.69 feet to a point of tangency; thence S 47°57'20" W 60.00 feet; thence N 42°02'40" W 230.00 feet; thence S 47°57'20" W 353.96 feet to the POINT OF BEGINNING.

ALSO EXCEPT that portion of said Northwest 1/4 of the Northeast 1/4 described as follows:

BEGINNING at the Northeast corner of said subdivision; thence S 1°40'41" W along the East line of said subdivision 330.00 feet; thence N 88°19'19" W 260.61 feet to intersect the arc of a curve to the left from which the center lies S 84°48'02" W 85.00 feet distant; thence Northerly along said curve through a central angle of 28°07'44" an arc distance of 41.73 feet; thence N 56°40'18" E 43.22 feet; thence N 1°40'41" E 270.00 feet to the North line of said subdivision; thence S 87°30'56" E 240.00 feet to the POINT OF BEGINNING.



GROUP FOUR, INC.

19707 - 4th Avenue West
Lynnwood, Washington 98036

DATE 2-9-81
CHECKED BY RC 2-9-81

EXHIBIT "A"

8111090329

RECORDED THIS DAY
Nov 9 9 53 AM '81
BY THE DIVISION OF
RECORDS & COMMUNICATIONS

FILED for Record at Request of
Name Union Service Corporation
Address P.O. Box C-96003
Belleuve Wa, 98009

8203040430

FIRST AMENDMENT TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HAMPSHIRE ON ENGLISH HILL, (also known
as Sunrise Division No. 1)

RECORDED THIS DAY
MAR 4 2 43 PM '87
BY THE DIVISION OF
RECORDS & ELECTIONS
KING COUNTY

WHEREAS Union Service Corporation, a Washington corporation filed a "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS" affecting certain real property described as:

SUNRISE NO. I, as recorded in Volume 118
of Plats, pages 66 through 68, records
of King County, Washington,

which Declaration was recorded November 9, 1981 under King County recording number 8111090329; and

WHEREAS the undersigned are the owners of more than ninety percent of the Lots and hereby adopt the following amendments:

1. The legal description of the real property affected by the Declaration as set forth in the preamble thereof is amended to read as follows:

"SUNRISE NO. I, as recorded in Volume 118 of Plats, pages 66 through 68, records of King County, Washington, except Tract A and Tract X thereof."

2. Article I, Section 1 is amended to read as follows:

"Section 1. 'Association' shall mean and refer to the ENGLISH HILL HOMEOWNERS' ASSOCIATION, a Washington corporation, its successors and assigns".

8203040430

3. Article IV, Section 5 is amended by substituting "ten (10) days" for "thirty (30) days" and "fifty (50) days" for "sixty (60) days" in the first sentence thereof.

4. Article VI, Section 3, is amended by deleting the second sentence thereof and substituting the following therefor:

"This Declaration may be amended during the first twenty (20) year period by an instrument signed by Lot owners exercising at least ninety percent (90%) of the voting power of the membership of the Association, and thereafter by an instrument signed by lot owners exercising at least seventy-five percent (75%) of the voting power of the membership of the Association".

5. Article VI, Section 4, Subsection (a) is amended by deleting the words "Section 2 hereof" and substituting therefor the following: "Subsection (b) below"

6. Article VI, Section 4, Subsection (b) is amended by changing the reference to "This Sunrise Development" at the end of the first sentence thereof to "This English Hill Development (also known as the Sunrise Development)", and by substituting the words "ten (10) days" for "thirty (30) days" and "fifty (50) days" for "sixty (60) days" at the end of the second sentence thereof.

8203040430

IN WITNESS WHEREOF, the undersigned being the Declarant
herein, have set their hands and seals this 26th day of
FEBRUARY, 1982.

UNION SERVICE CORPORATION

By [Signature]
Its PRESIDENT

McGRATH DEVELOPMENT CORPORATION

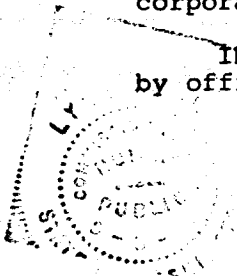
By [Signature]
Its V. P. - PRESIDENT

9203040430

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 26TH day of FEBRUARY, 1982, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Harold D. Johnson, to me known to be the President of Union Service Corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument and the the seal affixed (if any) is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal, the day and year first above written.

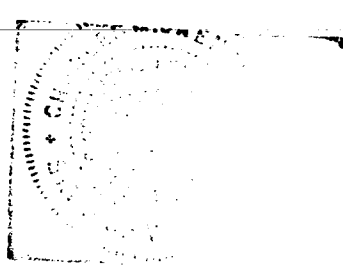


Lynne Hallet
NOTARY PUBLIC in and for the State
of Washington, residing at Bellevue.

STATE OF WASHINGTON)
) ss.
COUNTY OF)

On this 26TH day of FEBRUARY, 1982, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared J.A. McGrath, to me known to be the VICE-PRESIDENT of McGrath Development Corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that HE WAS authorized to execute said instrument and the the seal affixed (if any) is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal, the day and year first above written.



Charles M. Brough
NOTARY PUBLIC in and for the State
of Washington, residing at Kirkland

8203040430

33-07-04 43030 0
REC'D 6.00
CASH 6.00
22

8203040430

FILED for Record at Request of

Name GEORGE, HOLLAND PORTER

Address 1300 PEOPLE'S NAT. BANK

P.O. Box 2286

SEATTLE, WA 98111

FILED for Record at Request of

Name DEVELOPMENT COORDINATORS

Address 205- 11th Ave N.E.

Bellingham, WA 98207

SECOND AMENDMENT TO

DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

HAMPSHIRE ON ENGLISH HILL, (Also known

as Sunrise Division No. 1)

82/10/07

RECD F

CASHL

5.00

#0242 B

****5.00

22

RECORDED THIS DAY

OCT 7 9 43 AM '82

RECEIVED SECTION

8210070242

WHEREAS Union Service Corporation, A Washington Corporation filed a "First Amendment to Declaration of Covenants, Conditions and Restrictions" affecting certain real property described as:

SUNRISE NO. I, as recorded in Volume 118 of Plats, pages 66 through 68, records of King County, Washington EXCEPT Tract A and Tract X thereof,

which Declaration was recorded March 4, 1982 under King County recording number 8203040430; and

WHEREAS the undersigned are the owners of more than ninety percent of the lots and hereby adopt the following amendment:

1. The legal description of that property affected by the Declarations as set forth in the preamble thereof is amended to read as follows:

"Sunrise No. 1 as recorded in Volume 118 of Plats, page 66 through 68, records of King County, Washington, EXCEPT Tract A, Tract X and Tract D thereof."

IN WITNESS WHEREOF, the undersigned being the Declarant herein, have set their hands and seals this 4th day of

October, 1982.

8210070242

UNION SERVICE CORPORATION

By *Richard F. Donovan*
Its Executive Vice President

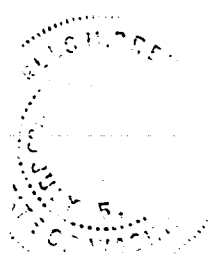
McGRATH DEVELOPMENT CORPORATION

By *A. W. McGrath*
Its Vice President

STATE OF WASHINGTON)) ss.
COUNTY OF KING)

On this 6TH day of OCTOBER, 1982, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared RICHARD F. DONOVAN, to me known to be the Executive Vice Pres of Union Service Corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that HE WAS authorized to execute said instrument and the seal affixed (if any) is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal, the day and year first above written.



Charles M. Buehler
NOTARY PUBLIC in and for the State
of Washington, residing at *Kirkland*

STATE OF WASHINGTON)

) ss.

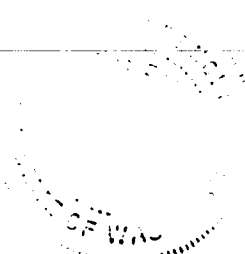
COUNTY OF KING)

On this 6th day of October, 1982, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared T. A. McGRATH, to me known to be the Vice President of McGrath Development Corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that HE is authorized to execute said instrument and the seal affixed (if any) is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal, the day and year first above written.

Charles M. Brugh
NOTARY PUBLIC in and for the State
of Washington, residing at Kirkland.

8210070242



ANNEXATION
AMBERLEY ON ENGLISH HILL

WHEREAS, Union Service Corporation, a Washington corporation, as Declarant, filed a "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS" affecting certain real property described as:

"SUNRISE NO. I as recorded in Volume 118 of Plats, pages 66 through 68 records of King County, Washington, except Tract A, Tract X and Tract D thereof,"

which Declaration was recorded November 9, 1981 under King County recording number 8111090329 and amended by First Amendment recorded March 4, 1982 under King County recording number 8203040430; and amended by Second Amendment recorded November 7, 1982 under King County recording number 8210070242 and;

WHEREAS, Article VI, Section 4 (b) permits the annexation of properties in addition to the property described in the Declaration, provided such properties are developed in accordance with the general plan submitted to the Federal Housing Administration; now, therefore,

1. Declarant, having developed additional lands within the area described in Exhibit "A" to the Declaration in accordance with detailed plans submitted to the Federal Housing Administration in accordance with the general plan for the development of the properties as described in the Declaration, hereby annexes the following described land to the properties subject to said DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS:

Amberley on English Hill according to plat recorded in volume 124 of Plats, pages 24 through 25, records of King County, Washington.

83-06-18 #0857 A
RECD F 4.00
CASHL ****4.00
22

8306160857

8306160857

-2-

RECEIVED 415 02

JUN 15 1 31 PM '97

STATION

8306160857

FILED POST OFFICE
Name Union Service Corp.
Address 11201 S.E. 8TH ST
BELLEVUE, WA 98004

ANNEXATION OF
COVENTRY ON ENGLISH HILL

By illegible

WHEREAS, Benchmark, Inc., a Washington corporation, as successor in interest from Union Service Corporation through merger, as Declarant, filed a "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS" affecting certain real property described as:

83/12/09 #0490 A
"SUNRISE NO. I, as recorded in Volume 118 of 5.00
Plats, pages 66 through 68 records of King County, Washington, except Tract A and Tract X thereof," ****5.00
22

which Declaration was recorded November 9, 1981 under King County recording number 8111090329 and amended by First Amendment recorded March 4, 1982 under King County recording number 8203040430 and Second AMendment dated October 7, 1982, recorded under King County recording number 8210070242; and

WHEREAS, Article VI, Section 4(b) permits the annexation of properties in addition to the property described in the Declaration, provided such properties are developed in accordance with the general plan submitted to the Federal Housing Administration; now, therefore,

1. Declarant, having developed additional lands within the area described in Exhibit "A" to the Declaration in accordance with detailed plans submitted to the Federal Housing Administration in accordance with the general plan for the development of the properties as described in the Declaration, hereby annexes the following described land to the properties subject to said DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS:

Coventry on English Hill according to plat recorded in volume 125 of Plats, pages 50 through 51, records of King County, Washington

NOV 10 1983
JAN 10 1984
JAN 10 1984
JAN 10 1984

8312090490

8312690490

2. The foregoing described property is to be held, sold and conveyed subject to all the easements, restrictions, covenants and conditions in all respects the same as and as a part of the Properties subject to the Declaration and in accordance with the articles of incorporation and by-laws of English Hill Home-owners' Association, a Washington corporation, its successors and assigns.

3. In regard to the powers, rights, procedures and duties of the Architectural Control Committee (hereinafter "the A.C.C.") regarding the lots hereby annexed, shall be as follows:

"Enforcement.

The provisions of this annexation agreement are declared to create mutual, equitable covenants and servitudes for the benefit of the developer, each owner or contract purchaser of a lot or building site subject to this agreement, and their successors in interest. Enforcement of these covenants, conditions and restrictions may be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction either to restrain violation and/or to recover damages, and failure of the developer, the A.C.C. or any owner or contract purchaser to enforce any covenant restriction, or exercise any rights herein contained shall in no event be deemed a waiver of the right to do so thereafter. All costs incurred in

9312090490

enforcement shall be at the expense of the violator or violators.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect."

Dated this 2ND day of DECEMBER, 1983.

The above annexation of additional properties is approved

BENCHMARK, INC., a Washington corporation, Declarant

FEDERAL HOME ADMINISTRATION

By

[Signature]

The above annexation has been approved under separate letter:

By

Charles M. Bengle

Its First Vice President

VETERANS ADMINISTRATION

By

STATE OF WASHINGTON)

COUNTY OF KING)

ss.

On this 2ND day of DECEMBER, 1983, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared CHARLES M. BEngle, to me known to be the _____ of Benchmark, Inc., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that HE was authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

WITNESS my hand and official seal thereto affixed the day and year first above written.

[Signature]
NOTARY PUBLIC in and for the State of Washington, residing at [Address]

6312090490

FILED FOR RECORD AT REQUEST

Name BENCHMARK INC

Address 1309 114TH SE ST 10X

BELEVUE, WA 98007

850122
ANNEXATION OF
COVENTRY ON ENGLISH HILL DIV. 2
RECD F 5.50
CASHSL

WHEREAS, Benchmark, Inc., a Washington corporation, as successor in interest from Union Service Corporation through merger, as Declarant, filed a "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS" affecting certain real property described as:

"Sunrise NO. 1, as recorded in Volume 118 of Plats, pages 66 through 68 records of King County, Washington, except Tract A and Tract X thereof,"

which Declaration was recorded November 9, 1981 under King County recording No. 8111090329 and amended by First Amendment recorded March 4, 1982 under King County Recording No. 8203040430 and Second Amendment dated October 7, 1982, recorded under King County Recording No. 8210070242; and

WHEREAS, Article VI, Section 4(b) permits the annexation of properties in addition to the property described in the Declaration, provided such properties are developed in accordance with the general plan submitted to the Federal Housing Administration; and

WHEREAS, additional lands have been annexed to the properties subject to said declaration, consisting of Amberly on English Hill (by document recorded under King County Recording No. 8306160857,) Coventry on English Hill (by document recorded under King County Recording NO. 8312090490) and Sheffield on English Hill, (by document recorded under King County Recording No. 8401110804, amended by First Amendment to Declaration of Covenants, Conditions and Restrictions for Sheffield on English Hill, recorded Under King County Recording No. 8405180553); and

WHEREAS declarant has developed additional lands within the area described in Exhibit A to the Declaration, known as "Coventry on English Hill Div. 2" and desires to cause the same to be annexed to the Declaration;

8501220-122

8501220.122

NOW, THEREFORE,

1. Declaration hereby annexes the following described land to the properties subject to said DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS:

Coventry on English Hill Div. 2 according to plat recorded in volume 27 of plats, pages 37 through 38, records of King County, Washington, and

2. The foregoing described property is to be held, sold and conveyed subject to all easements, restrictions, covenants and conditions in all respects the same as and as a part of the Properties subject to the Declaration, as heretofore and hereafter amended, and in accordance with the articles of incorporation and by-laws of English Hill Homeowners' Association, a Washington corporation, its successors and assigns.

3. In regard to the powers, rights, procedures and duties of the Architectural Control Committee (hereinafter "the A.C.C.") regarding the lots hereby annexed, it is further declared that:

The provisions of this annexation agreement are declared to create mutual equitable covenants and servitudes for the developer, each owner or contract purchaser of a lot or building site subject to this agreement, and their successors in interest. Enforcement of these covenants, conditions and restrictions may be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction either to restrain violation and/or to recover damages, and failures of the developer, the A.C.C. or any owner or contract purchaser to enforce any covenant restriction, or exercise any rights herein contained shall in no event be deemed a waiver of the right to do so thereafter. All costs incurred in enforcement shall be at the expense of the violater or violators.

-3-

8501220422

FILED for Record at Request of

Name BENJAMIN, INC

Address 11201 S.E. 8TH ST

BELEVUE, WA 98004

ANNEXATION OF
COVENTRY ON ENGLISH HILL DIV.3

85/01-22
REC'D F
CASHI.

3.50

W0421 8

***5.50
55

WHEREAS, Benchmark, Inc., a Washington Corporation, as successor in interest from Union Service Corporation through merger, as Declarant, filed a "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS" affecting certain real property described as:

"SUNRISE NO.1, as recorded in Volume 118 of Plats, pages 66 through 68 records of King County, Washington, except Tract A and Tract X thereof,"

which Declaration was recorded November 9, 1981 under King County recording No. 8111090329 and amended by First Amendment recorded March 4, 1982 under King County Recording No. 8203040430 and Second Amendment dated October 7, 1982, recorded under King County Recording No. 8210070242); and

WHEREAS, Article VI, Section 4(b) permits the annexation of properties in addition to the property described in the Declaration, provided such properties are developed in accordance with the general plan submitted to the Federal Housing Administration; and

WHEREAS, additional lands have been annexed to the properties subject to said declaration, consisting of Amberly on English Hill (by document recorded under King County Recording No. 8306160857) and Coventry on English Hill (by document recorded under King County Recording No. 8312090490), Sheffield on English Hill (by document recorded under King County Recording No. 8401110804, amended by First Amendment to Declaration of Covenants, Conditions and Restrictions for Sheffield on English Hill, recorded under King County Recording No. 8405180553) and Coventry on English Hill Div. 2 (by document recorded under King County Recording No.

850/220422);

WHEREAS declarant has developed additional lands within the area described in Exhibit A to the Declaration, known as "Coventry on English Hill Div. 3", and desires to cause the same to be annexed to the Declaration;
NOW THEREFORE,

FILED for Record at Request of
Name BENCHMARK, Inc.
Address 11201 S.E. 8TH ST
Bellevue, WA 98004

8501220424

8501220124

1. Declaration hereby annexes the following described land to the properties subject to said DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS:

Coventry on English Hill Div. 3 according to plat recorded in volume 127 of plats, pages 71 through 72, records of King County, Washington, and

2. The foregoing described property is to be held, sold and conveyed subject to all easements, restrictions, covenants and conditions in all respects the same as a part of the Properties subject to the Declaration, as heretofore and hereafter amended, and in accordance with the articles of incorporation and by-laws of English Hill Homeowners' Association, a Washington corporation, its successors and assigns.

3. In regard to the powers, rights, procedures and duties of the Architectural Control Committee (hereinafter "the A.C.C.") regarding the lots hereby annexed, it is further declared that:

The provisions of this annexation agreement are declared to create mutual equitable covenants and servitudes for the benefit of the developer, each owner or contract purchaser of a lot or building site subject to this agreement, and their successors in interest. Enforcement of these covenants, conditions and restrictions may be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction either to restrain violation and/or to recover damages, and failures of the developer, the A.C.C. or any owner or contract purchaser to enforce any covenant restriction, or exercise any rights herein contained shall in no event be deemed a waiver of the right to do so thereafter. All costs incurred in enforcement shall be at the expense of the violator or violators.

Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

8501220.124

BENCHMARK, INC., a Washington corporation, Declarant

BY *Lynne Bell*

By Edmund H. Jones
Its Vice President

VETERANS ADMINISTRATION

BY _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

Jan 22 3 12 AM '65
BY THE DIVISION OF
RECORDS & COMM. MS
KIDS CREDIT

RECEIVED THIS DAY

On this 14th day of JANUARY, 1985, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared EDWIN J. STEPHAN, to me known to be the Vice President, respectively, of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Charles M. Buehl
NOTARY PUBLIC in and for the State of
Washington residing at Liberty

