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DECLARATION

AND

COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS
AND RESERVATIONS

FOR

BRISTOL VIEW

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THIS DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS, (this "Declaration") is made by Linda N. Nowat and David A. Nowat (collectively "Declarant") as of this 16TH day of December, 1983.

RECITALS

Declarant is the owner of certain real property (the "Property") in King County, Washington, identified as Parcel I on Exhibit I hereto.

The Property was subdivided as shown in the plat for Bristol View Division I recorded in volume 125 of Plats, pages 14, records of King County, Washington.

Declarant wishes to subject the Property to this Declaration.

NOW, THEREFORE, Declarant declares that the Property subject to all restrictions and easements of said plat, shall be held, conveyed and occupied subject to the covenants, conditions, restrictions, easements, assessments, and liens hereinafter set forth.

ARTICLE 1. DEFINITIONS

Section 1.1 Words Defined. For the purposes of this Declaration and any amendments hereto, the following terms shall have the following meanings:

1.1.1 "Association" shall mean Bristol View Owners' Association described in Article 4 of this Declaration, its successor and assigns.

1.1.2 "Board" shall mean the board of directors of the Association.

1.1.3 "Common Area" and "Common Area Improvements" shall each have the meaning set forth in Section 3.1.

1.1.4 "Construction" and "Constructed" shall mean any construction, reconstruction, erection or alteration of an Improvement, except wholly into your alterations to a then existing Structure.

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1.1.5 "Declarant" shall mean Linda N. Movat and David A. Movat and their heirs, successors and assigns.

1.1.6 "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions, and Reservations for Bristol View, as it may from time to time be amended.

1.1.7 "Entrance Easement", shall have the meaning set forth in Section 3.1 hereof.

1.1.8 "First Mortgage" and "First Mortgagee" shall mean, respectively, (a) a recorded Mortgage on a Lot that has legal priority over all other Mortgages thereon, and (b) the holder of a first mortgage. For purposes of determining the percentage of First Mortgagees approving a proposed decision or course of action in cases where a Mortgagee holds First Mortgages on more than one Lot, such Mortgagee shall be deemed a separate Mortgagee for each such First Mortgage so held.

1.1.9 "Lot" shall mean any one of the twenty-four lots numbered 1 through 24 on the Plat of Bristol View Division 1, and identified as Parcel 1 on Exhibit 1 hereto, and, when (and if) the Property is expanded to include a Subsequent Phase, the Lots added to the Property by the Subsequent Phase, together with the Structures and improvements thereon.

1.1.10 "Mortgage" shall mean a recorded mortgage or deed of trust that creates a lien against a Lot and shall also mean a real estate contract for the sale of a Lot.

1.1.11 "Mortgagee" shall mean the beneficial owner, or the designee of the beneficial owner, of an encumbrance on a Lot created by a mortgage or deed of trust and shall also mean the vendor, or the designee of a vendor, of a real estate contract for the sale of a Lot.

1.1.12 "Owner" shall mean the record owner, whether one or more Persons, of fee simple title to a Lot within the Property, including a contract seller except those having such interest merely for the performance of an obligation.

1.1.13 "Parcel" shall mean the Parcels of land described in Exhibit 1 as Parcel I and Parcel II.

1.1.14 "Participating Builder" shall mean a person who acquires from Declarant two or more Lots for the purpose of improving the same for resale to future Owners.

1.1.15 "Person" shall mean an individual, corporation, partnership, association, trustee, or other legal entity.

1.1.16 "Phase" shall have the meaning set forth in Article II.

1.1.17 "Plat" shall mean the recorded plat of Bristol View Division 1 and any amendments, corrections or addenda thereto subsequently recorded and the recorded plat of Parcel II and any amendments, corrections or addenda thereto subsequently recorded when Parcel II is added to the Property by a Subsequent Phase Certificate.

1.1.18 "Property" shall mean the land and all improvements and Structures now or hereafter placed on the land described on Exhibit 1 as Parcel I. When (and if) the Declarant records the Subsequent Phase Certificate, the word "Property" from the time of such recording shall mean the land and all improvements and Structures now or hereafter placed on Parcel I plus the Parcel II added to the Property by the Subsequent Phase Certificate.

1.1.19 "Structure" shall mean any building, fence, wall, driveway, walkway, patio, swimming pool, or the like.

1.1.20 "Subsequent Phase" and "Subsequent Phase Certificate" shall have the meanings ascribed to them in Article II.

1.1.21 "Transition Date" is defined in Section 5.10.

Section 1.2 Form of Words. The singular form of words shall include the plural and the plural shall include the singular. Masculine, feminine, and neuter pronouns shall be used interchangeably.

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ARTICLE 2. DEVELOPMENT IN PHASES; DESCRIPTION OF LAND

Section 2.1 Intention to Develop in Phases. Declarant proposes to develop the Property in Phases on the Parcels of land described in Exhibit A. The First Phase, consisting of Parcel I only, is the initial Phase.

Section 2.2 Expansion into Subsequent Phase. Declarant expects to expand the Property into one Subsequent Phase by adding Parcel II, but is not required to do so at all. If Declarant elects to expand the Property into a Subsequent Phase, they may do so by recording a Subsequent Phase Certificate that specifies the Parcel then being added to the Property. Upon the recording of a Subsequent Phase Certificate, the Property (i.e., the First Phase) shall be merged into and become a part of the next Subsequent Phase as a single, unified property, and this Declaration and rules and regulations of the Association (if any) shall immediately become applicable to the Parcel added by the Subsequent Phase. The Subsequent Phase and this Declaration shall, however, each be subject to the Plat of the Subsequent Phase.

Section 2.3 Number of Lots in Subsequent Phases. The number of Lots on the Parcel I that constitutes the First Phase is 24 and, if the Property is expanded into the Subsequent Phases, the maximum number of Lots that may be on Parcel II is 17. The maximum numbers of Lots stated above will be applicable only to Parcel II if it is hereafter added to the Property.

Section 2.4 Joint Maintenance of Easement Area. When (and if) the Property is expanded from the First Phase into the Subsequent Phase, all of the Easement Area of the Subsequent Phase will be for the enjoyment of the entire Property and all of the Lot Owners in the Property shall share in the subsequent expenses of maintaining, repairing, and replacing it as may be necessary.

Section 2.5 Election Not to Expand to Subsequent Phase. If Declarant does not add all of the Parcel II to the Property, the First Phase shall constitute a complete, fully operational development and the Parcel of land not encompassed by the Property may be used for any lawful purpose that is allowed by the zoning and other applicable land use laws and regulations. Declarant shall no longer have the power to expand the Property into a Subsequent Phase after five years have

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elapsed from the date of the first recording of a deed to a Lot purchaser other than a Participating Building. If Declarant determines that it will not expand the Property into a Subsequent Phase, it may record a certificate signed only by Declarant describing the land that will not be added to the Property.

ARTICLE 3. COMMON AREAS AND EASEMENTS

Section 3.1 Common Areas. "Common Areas" shall include any and all easements, improvements and facilities reserved, set forth, described or depicted in a Plat of any portion of the Property, including, without limitation, access easements, storm water retention and detention systems and easements, drainage channels and easements. In addition, if Parcel II is added to the Property by a Subsequent Phase Certificate, Declarant may elect to reserve a landscaping easement, sign easement and such other easements as Declarant deems appropriate over portions of the Lots within Parcel II (collectively the "Future Easements"), and until such landscaping, signs and other improvements (collectively the "Future Improvements") as Declarant deems appropriate in the areas subject to the Future Easements. The Future Easements and the Future Improvements shall be (i) described as to location and purpose in either the Subsequent Phase Certificate or another recorded instrument executed by Declarant which refers to this Section 3.1 of this Declaration and (ii) for the benefit of the Association all Owners and Declarant and (iii) deemed part of the Common Areas upon the recording of such Subsequent Phase Certificate or other recorded instrument. The Owners of the Lots subject to the Common Areas shall not in any manner interfere with the Association's maintenance, use and operation of the Common Areas, but such Owners may use the Common Areas within their respective Lots in a manner that does not so interfere.

Section 3.2 Alteration of Common Area. Nothing shall be altered or constructed upon or removed from the Common Area except upon the prior written consent of the Board.

Section 3.3 Easements for Utilities and Drainage. Declarant does hereby establish, create and Reserve for the benefit of themselves, the Association and all Owners, an easement (the "Utilities and Drainage Easement") for the installation and maintenance of utility lines and drainage facilities over a five (5) foot wide

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strip measured from the front and rear lines of each Lot and over a two and one-half (2-1/2) foot wide strip measured from each side Lot line of each Lot. No Lot Owner shall allow or permit any structure or landscaping to be located, installed or grow upon the area subject of the Utilities and Drainage Easement which might in any way damage or interfere with the installation and operation of utility lines or drainage facilities. Each person utilizing the Utilities and Drainage Easement areas located on another's Lot shall promptly restore such area to a condition as close to its original condition as reasonably practical after making such use. Each Lot Owner shall maintain the area of his Lot subject of the Utilities and Drainage Easement in a condition which will not interfere with the operation and maintenance of utility lines and drainage facilities.

ARTICLE 4. CONSTRUCTION ON LOTS AND USE OF LOTS

Section 4.1 Uniformity of Use and Appearance.

One of the purposes of this Declaration is to assure within the Property (i) a uniformity of use and quality of workmanship, materials, design, maintenance and location of Structures with respect to topography and finish grade elevation and (ii) that there will be no undue repetition of external designs. It is in the best interests of each Owner that such uniformity of use be maintained as hereinafter provided. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single family dwelling. Accessory Structures including carports and storage buildings are permitted as allowed by the requirements of this Article 4. Notwithstanding anything herein set forth, the Construction of any Structure shall comply with the more restrictive of either (i) the terms and conditions of this Declaration or (ii) the laws, codes, ordinances and regulations of any governmental entity having jurisdiction.

Section 4.2 Submission of Plans.

Before commencing Construction of any Structure on any Lot, the Owner shall submit to the Board two (2) complete sets of detailed building, Construction, surface water run-off control and landscaping plans and specifications and a site plan showing the location of all proposed Structures (the plans, specifications and site plans are individually and collectively referred to herein as the "Plans"). The Plans shall be submitted in a form satisfactory to the Board, which may withhold its approval by reason of its reasonable dissatisfaction with the location of the

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Structure on the Lot, color scheme, finish, architecture, height, impact on view from another Lot or Lots, appropriateness of the proposed Structure, materials used therein, or because of its reasonable dissatisfaction with any other matter which, in the reasonable judgement of the Board, would render the proposed Structure inharmonious with the general plan of development of the Property or other Structures nearby. The Board's approval or disapproval of Plans shall be in writing and approval shall be evidenced by written endorsement on such Plans, one copy of which shall be delivered to the Owner of the Lot upon which the Structure is to be Constructed. If the Board, or its designated representative, fails to approve or disapprove Plans within thirty (30) days of submission, then the Plans shall be deemed approved as submitted. In any judicial action to enforce the Board's decision the losing party shall pay the prevailing party's attorney's fees and costs including those incurred in connection with any appeal.

Section 4.3 Construction. No Structure shall be Constructed or caused to be Constructed on any Lot unless the Plans for the Structure, including landscaping, have been approved in writing by the Board. The Board's review and approval or disapproval of Plans on the basis of cost, aesthetic design, harmony with previously approved Structures on or about other Lots in the Property, and location, shall be absolute and enforceable in any court of competent jurisdiction. The Board's approval of any Plans, however, shall not constitute any warranty or representation whatsoever by the Board or any of its members that such Plans were examined or approved for engineering or structural integrity or sufficiency or compliance with applicable governmental laws, codes, ordinances and regulations, and each Owner hereby releases any and all claims or possible claims against the Board or any of them, and their heirs, successors and assigns, or of any nature whatsoever, based upon engineering or structural integrity or sufficiency or compliance with applicable governmental laws, codes, ordinances and regulations.

Section 4.4 Minimum Area. The floor area of the main house Structure, exclusive of open porches and garages shall be not less than (i) 2,300 square feet for a dwelling containing a single level, (ii) 2,500 square feet for a dwelling containing two levels and (iii) 2,400 square feet for a dwelling containing three levels.

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Section 4.5 Use Restrictions.

Section 4.5.1 Residential Use. The dwellings within the Structures are intended for and restricted to use as single family residences only, on an ownership, rental, or lease basis, and for social, recreational, or other reasonable activities normally incident to such use. In addition to the foregoing, Declarant and any Participating Builder may use dwellings it owns as sales offices and models for sales of other Lots.

Section 4.5.2 Maintenance of Buildings and Lots. Each Owner shall, at the Owner's sole expense, keep the interior and exterior of the Structure on the Owner's Lot and the Lot in a clean and sanitary condition, free of rodents and pests, and in good order, condition and repair and shall do all redecorating, painting, landscaping, and maintenance at any time necessary to maintain the appearance and condition of the Structure and the Lot.

Section 4.5.3 Completion of Construction. Any Structure erected or placed on any Lot shall be completed as to external appearance within eight months from the date Construction is started. All Lots shall be maintained in a neat and orderly condition during Construction.

Section 4.5.4 Parking. Trucks, campers, trailers, boats, motorcycles or vehicles not in operable condition and current use shall not be parked on any Lot, in a location visible from any street. No such vehicles shall be parked over night on any street adjoining any Lot; provided that such vehicles belonging to guests may occasionally be so parked.

Section 4.5.5 Signs. No sign of any kind shall be displayed to the public view on or from any Lot without the prior written consent of the Board, except for "For Rent" or "For Sale" signs in a form not prohibited by any rules and regulations of the Board. This Section shall not apply to the Declarant or any Participating Builder.

Section 4.5.6 Animals. Animals, including livestock, domestic animals, poultry, reptiles and living creatures of any kind, hereinafter may only be kept in the rear yard areas of Lots within the Property, provided that no such animals are raised, bred or kept on any Lot for commercial purposes. No more than two horses or two of any other livestock animals or combinations thereof shall

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be kept on any Lot. Also, household pets shall not exceed three in number; provided that unweaned puppies or kittens may be kept. All animal enclosures must be kept in a clean, neat and odor-free condition at all times. All animals must be kept at a distance of not less than 70 feet from abutting Structures and erosion control Structures if directed by the Board. The Board may at any time require the removal of any pet which it finds is disturbing other Owners or tenants unreasonably, in the Board's determination, and may exercise this authority for specific pets even though other pets are permitted to remain. Notwithstanding anything set forth herein all Owners shall comply with all applicable governmental laws, codes, ordinances and regulations.

Section 4.5.7 Temporary Structures. No Structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be installed, placed or used on any Lot as a residence, either temporarily or permanently.

Section 4.5.8 Clothes Lines. No washing, rugs, clothing, apparel or any other article shall be hung from the exterior of any Structure or on a Lot so as to be visible from the streets and roadways adjoining the Lots.

Section 4.5.9 Radio and Television Aerials. No television or radio aerial shall be erected or placed on any Lot which is more than six (6) feet in height above the highest point (exclusive of chimneys) on the Structure upon which it is erected. No rotary beams, separate towers or other similar devices shall be constructed on any Lot. No satellite receiving dishes or other such electronic receiving devices shall be located on any Lot in a location that is visible from the adjoining streets and roadways.

Section 4.5.10 Trash Containers and Debris. All trash shall be placed in containers which shall be placed in sanitary containers either buried or screened so as not to be visible from adjoining Structures or streets or roadways. No Lot or any portion thereof shall be used as a dumping ground for trash or rubbish of any kind. Yard rakings, dirt and debris resulting from landscaping work or Construction shall not be dumped on to adjoining lots or streets or roadways. Compost piles may be kept upon the Lots provided they are kept in a clean, neat and sanitary condition.

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Section 4.5.11 Offensive Activity. No noxious or offensive activity shall be carried on in any Lot, nor shall anything be done therein which may be or become an annoyance or nuisance to other Owners or tenants.

Section 4.5.12 Setbacks. No Structure shall be located closer than (i) 30 feet from the front line of any Lot, (ii) ten (10) feet from the side lines of any Lot and (iii) twenty-five (25) feet from the rear line of any Lot; provided that accessory buildings may be located closer to the various Lot lines if approved by the Board in writing in advance. For purposes of this Section, eaves, steps and open porches shall not be considered as part of the Structure; provided that this Section shall not be construed to permit any portion of a Structure on any Lot to encroach upon any other Lot. All Structures shall also comply with all applicable governmental laws, codes, ordinances and regulations pertaining to setbacks.

Section 4.5.13 Fences. No fences shall be constructed on any Lot except as approved by the Board. All such fences shall be constructed in a good and workman-like manner of suitable fencing materials and shall be artistic in design and shall not detract from the appearance of any adjacent Structures.

Section 4.5.14 Underground Utilities. All utility lines located outside a dwelling unit shall be in conduits attached to such units or underground.

Section 4.5.15 Drainage. Any and all drainage from a Lot which causes erosion problems in the reasonable opinion of the Board shall be piped at the Lot Owners expense to the nearest underground public storm sewer line, street ditch or drywell. To extent practical, roof drains shall be connected to public storm sewer systems and where they cannot be so connected they shall be (i) connected to gravel drywells at least two (2) feet wide, twenty (20) feet long and two (2) feet deep, and (ii) covered with six (6) feet of earth with an overflow pipe at the top.

Section 4.5.16 Tree Cutting. No trees with a diameter of six (6) inches or more, measured at a height three (3) feet above ground level, may be removed from any Lot without the prior approval of the Board. The removal

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of any such trees reasonably necessary to construct or install any Structures approved by the Board shall be deemed authorized by the Board.

Section 4.5.17 Damage. Any damage to streets, plat improvements, entry structure, fences, landscaping, mailboxes, lights and lighting standards by Lot Owners, their children, contractors, agents, visitors, friends, relatives or service personnel shall be repaired by such Owner within 12 days from the occurrence of such damage.

Section 4.5.18 Yard Lamps. Each Lot shall have at least one (1) yard lamp in the front ten (10) feet thereof. Such lamps shall be attractive in appearance and at least three (3) feet, but not more than eight (8) feet in height. Such lamps shall be approved by the Board before installation.

Section 4.5.19 Sewage Disposal. No individual sewage disposal system shall be permitted on any Lot unless such system shall be designed, located, constructed and maintained in accordance with all applicable governmental laws, ordinances and regulations. All related drain field areas shall not be disturbed in any way except during installation and maintenance activities.

Section 4.5.20 Driveways. All driveways shall be surfaced with asphalt or a better material. All concrete driveways shall have an expansion joint at the property line and drain properly to street drainage systems or other appropriate means.

Section 4.5.21 Landscaping Completion. The landscaping of all front yards must be completed within three (3) months from the date of the completion of the exterior of the dwelling unit located thereon, provided that such period may be extended by the Board in the event of undue hardship caused by adverse weather conditions.

ARTICLE 5. BRISTOL VIEWOWNERS' ASSOCIATION.

Section 5.1 Form of Association. The Owners of Lots within the Property shall constitute the Bristol View Owners' Association, which will be a nonprofit organization; provided, that from and after the formation of such nonprofit organization, the rights and duties of the members and of the organization shall continue to be governed by the provisions of this Declaration.

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Section 5.2 Board of Directors. The affairs of the Association shall be governed by a Board of Directors (the "Board") which shall be composed of three members. The initial Board shall be composed of Linda W. Mowat, Michael L. Smith and Vincent Perese. Subject to any specific requirements hereof, the Board shall have authority to establish operating rules and procedures. A majority of the Board may designate one or more of its members as a representative to act for it. In the event of death or resignation of any member or members of the Board, the remaining member or members shall have full authority to appoint a successor member or members. Members of the Board shall not be entitled to any compensation for services performed pursuant to this Declaration. Upon the Transition Date and without further action by any person or persons, (i) the term of the initial Board members or their successors shall end, and (ii) the initial Board members and their then successors shall be released by from any and all liability whatsoever for claims arising out of or in connection with this Declaration, exempting only claims arising prior to the Transition Date.

Section 5.3 Qualification for Membership. Each fee owner of a Lot (including Declarant) on the Property shall be a member of the Association and shall be entitled to one membership and one vote for each Lot owned; provided, that if a Lot has been sold on contract, the contract purchaser shall exercise the rights of an Owner for purposes of the Association, and this Declaration except as hereinafter limited, and shall be the voting representative unless otherwise specified. Ownership of a Lot shall be the sole qualification for membership in the Association.

Section 5.4 Transfer of Membership. The Association membership of each Owner (including Declarant) shall be appurtenant to the Lot giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed, or alienated in any way except upon the transfer of title to the Lot and then only to the transferee of title to the Lot. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association to the new Owner.

Section 5.5 Number of Votes. The total voting power of the Association at any given time shall equal the number of Lots included within the Property at that time.

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The Owner or Owners of each Lot within the Property shall be entitled to one vote. If a Person (including Declarant) owns more than one Lot, he or she shall have the votes appertaining to each Lot owned.

Section 5.6 Voting. If a Lot is owned by husband and wife and only one of them is at a meeting, the one who is present will represent the marital community. The vote for a Lot must be cast as a single vote, and fractional votes shall not be allowed. If joint Owners are unable to agree among themselves how their vote shall be cast, they shall lose their right to vote on the matter in question.

Section 5.7 Pledged Votes. An Owner may, but shall not be obligated to, pledge his vote on all issues or on certain specific issues to a Mortgagee; provided, however, that if an Owner is in default under a Mortgage on his Lot for 90 consecutive days or more, the Owner's Mortgagee shall automatically be authorized to declare at any time thereafter that the Lot Owner has pledged his vote to the Mortgagee on all issues arising after such declaration and during the continuance of the default. If the Board has been notified of any such pledge to a Mortgagee, only the vote of the Mortgagee will be recognized on the issues that are subject to the pledge.

Section 5.8 Annual and Special Meetings. Within the period commencing 30 days before the Transition Date and ending 30 days after the Transition Date, there shall be a meeting of the members of the Association and thereafter there shall be an annual meeting of the members of the Association in the first quarter of each fiscal year at such reasonable place and time as may be designated by written notice from the Board delivered to the Owners no less than 30 days before the meeting. At the first such meeting, and at each annual meeting thereafter, the Owners shall elect by majority vote individuals to serve as Board members until a successor is elected at the next annual meeting. Each Lot shall be entitled to one vote for each director and the voting for directors shall be non-cumulative. The financial statement for the preceding fiscal year (if any) and the budget the Board has adopted for the pending fiscal year shall be presented at the annual meeting for the information of the members. Special meetings of the members of the Association may be called at any time upon not less than 14 days prior written notice to all Owners, for the purpose of considering matters which require the

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approval of all or some of the Owners, or for any other reasonable purpose. Any First Mortgagee of a Lot may attend or designate a representative to attend the meetings of the Association.

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Section 5.9 Books and Records. The Board shall cause to be kept complete, detailed, and accurate books and records of the receipts and expenditures (if any) of the Association, in a form that complies with generally accepted accounting principles. The books and records, authorizations for payment of expenditures, and all contracts, documents, papers, and other records of the Association shall be available for examination by the Lot Owners, Mortgagees, and the agents or attorneys of either of them, during normal business hours and at any other reasonable time or times.

Section 5.10 Transition Date. The "Transition Date" shall be the date control of the Board passes from Declarant to the Association. The Transition Date will be either (i) the date designated by Declarant in a written notice to the Owners, which date may be by Declarant's election any date after this Declaration has been recorded or (ii) the later of (a) three years after the recording of this Declaration or (b) the 120th day after Declarant has transferred title to the purchasers of Lots representing 70% of the total voting power of all Lot Owners in the Association or (iii) five years from the recording of this Declaration. For purposes of the foregoing clause (ii), however, transfer of title to a Lot by Declarant to any Participating Builder shall be disregarded in title to any Lot owned by Participating Building shall not be deemed transferred for purposes of determining the Transition Date until the Lot is further transferred by Participating Builder to a purchaser who is not either a Participating Builder or Declarant. From and after the Transition Date the then Owners of 60% of the Lots in the Property shall have the power through a written instrument recorded in the real property Records of King County, Washington to restrict or eliminate, and to the Board, all or any of the approval powers and duties, but excluding the duty to maintain the Common Areas, of the Board set forth in this Declaration.

ARTICLE 6. NOTICES FOR A.M. PURPOSES.

All notices given under the provisions of this Declaration or rules or regulations of the Association shall be in writing and may be delivered either personally

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or by mail. If delivery is made by mail, the notice shall be deemed to have been delivered on the third day of regular mail delivery after a copy has been deposited in the United States mail, first class, postage prepaid, addressed to the Person entitled to such notice at the most recent address known to the Board. Mailing addresses may be changed by notice in writing to the Board. Notices to the Board may be given to any Board member or mailed to the following address:

Board of Directors
Bristol View Homeowners Association
1140 140th Avenue N.E.
Bellevue, Washington 98005

The Board's address may be changed from time to time by the execution and recording of an instrument in the real property Records of King County, Washington which (i) refers to this Declaration and this Article VI and (ii) sets forth the Board's new address.

ARTICLE 7. AUTHORITY OF THE BOARD.

Section 7.1 Adoption of Rules and Regulations.

The Board is empowered to adopt, amend, and revoke on behalf of the Association detailed administrative rules and regulations necessary or convenient from time to time to insure compliance with the general guidelines of this Declaration to promote the comfortable use and enjoyment of the Property and to govern the operation and procedures of the Association. The rules and resolutions may, without limitation, authorize voting by proxy or mail, or both, on Association matters. The rules and regulations of the Association shall be binding upon all Owners and occupants and all other Persons claiming any interest in the Property.

Section 7.2 Enforcement of Declaration, Etc.

The Board shall have the power to enforce the provisions of this Declaration, and the rules and regulations of the Association for the benefit of the Association. The failure of any Owner to comply with the provisions of this Declaration, or the rules and regulations of the Association will give rise to a cause of action in the Association (acting through the Board) and any aggrieved lot Owner for recovery of damages, or injunctive relief, or both. If a legal action is brought to interpret or enforce compliance with the provisions of this Declaration, or the rules or regulations of the

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Association, the prevailing party shall be entitled to judgement against the other party for its reasonable expenses, court costs, and attorney's fees in the amount awarded by the Court.

Section 7.3 Goods and Services. The Board shall acquire and pay for as common expenses of the Association all goods and services reasonably necessary or convenient for the efficient and orderly maintenance of all portions of the Common Areas not maintained by public utility companies or a governmental entity. The goods and services shall include (by way of illustration and not limitation) utility services for the Common Areas; policies of insurance; and maintenance, repair, landscaping, gardening, and general upkeep of the Common Areas. The Board may hire such employees as it considers necessary.

Section 7.4 Protection of Common Area. The Board may spend such funds and take such action as it may from time to time deem necessary to preserve the Common Areas, settle claims, or otherwise act in what it considers to be the best interests of the Association.

ARTICLE 8. BUDGET AND ASSESSMENT FOR COMMON EXPENSES.

Section 8.1 Fiscal Year; Preparation of Budget. The Board may adopt such fiscal year for the Association as it deems to be convenient. Unless another year is adopted, the fiscal year will be the calendar year. As soon as the Board in its discretion deems advisable and prior to the expiration of each fiscal year thereafter, the Board shall establish a budget for the costs of maintaining the Common Area during the ensuing fiscal year. The Board shall then assess each Lot within the Property with its pro rata share, based upon the number of Lots then within the Property, of such estimated costs. The Board, at its election, may require the Lot Owners to pay the amount assessed in equal monthly or quarterly installments or in a lump sum annual installment. The Board shall notify each Lot Owner in writing at least ten days in advance of each assessment period of the amount of the assessment for said period, which notice shall be accompanied by a copy of the budget upon which the assessment is based. The assessments levied by the Board shall be used exclusively to promote the recreation, health, safety and welfare of the Lot Owners and for the improvement and maintenance of the Common Areas.

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Section 8.2 Certificate of Unpaid Assessments.

Any failure by the Board or the Association to make the budget and assessments hereunder before the expiration of any fiscal year for the ensuing fiscal year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of the Owners from the obligation to pay assessments during that or any subsequent year, and the assessment amount and payment method established for the preceding fiscal year (if any) shall continue until a new assessment is established. Upon the request of any Owner or Mortgagee or prospective Owner or prospective Mortgagee of a Lot, the Board will furnish a statement of the amount, if any, of unpaid assessments charged to the Lot. The statement shall be conclusive upon the Board and the Association as to the amount of such indebtedness on the date of the statement in favor of all purchasers and Mortgagees of the Lot who rely on the statement in good faith. All assessments and other receipts received by the Association shall belong to the Association.

Section 8.3 Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Lots at such time as the Board in its absolute discretion deems advisable. The first annual assessment shall be adjusted according to the number of months remaining in the fiscal year.

ARTICLE 9. LIEN AND COLLECTION OF ASSESSMENTS.

Section 9.1 Assessments Are a Lien; Priority.

All unpaid sums assessed by the Association for the share of the common expenses chargeable to any Lot and any sums specially assessed to any Lot under the authority of this Declaration shall constitute a lien on the Lot and all its appurtenances from the date the assessment becomes due and until fully paid. The lien for such unpaid assessments shall be subordinate to tax liens on the Lot in favor of any assessing unit and or special district, and to all sums unpaid on all First Mortgages of record, but, to the extent permitted by applicable law, shall have priority over all other liens against the Lot. A First Mortgagee that obtains possession through a Mortgage foreclosure or deed of trust sale, or by taking a deed in lieu of foreclosure or sale, or a purchaser at a foreclosure sale, shall take the Lot free of any claims for the share of common expenses or assessments by the Association chargeable to the Lot which became due before such possession, but will be liable for the common expenses and

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assessments that accrue after the taking of possession. The Lot's past-due share of common expenses or assessments shall become new common expenses chargeable to all of the Lot Owners, including the Mortgagee or foreclosure sale purchaser and their successors and assigns, in proportion to the number of Lots owned by each of them. Notwithstanding any of the foregoing, however, the Owner and the real estate contract purchaser shall continue to be personally liable for past due assessments as provided in Section 9.3. For purposes of this Section, "Mortgage" does not include a real estate contract and "Mortgagee" does not include the vendor or the assignee or designee of a vendor of a real estate contract.

Section 9.2 Lien May Be Foreclosed. The lien for delinquent assessments may be foreclosed by suit by the Board, acting on behalf of the Association, in like manner as the foreclosure of a mortgage of real property. The Board, acting on behalf of the Association, shall have the power to bid in the Lot at the foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same.

Section 9.3 Assessments Are Personal Obligations. In addition to constituting a lien on the Lot, all sums assessed by the Association chargeable to any Lot, together with interest, late charges, costs and attorneys' fees in the event of delinquency, shall be the joint and several personal obligations of the Owner and any contract purchaser of the Lot when the assessment is made and their grantees. Suit to recover personal judgment for any delinquent assessments shall be maintainable without foreclosing or waiving the liens securing them.

Section 9.4 Late Charges and Interest on Delinquent Assessments. The Board may from time to time establish late charges and a rate of interest to be charged on assessments that may thereafter become delinquent. In the absence of another established, nonusurious rate, delinquent assessments shall bear interest at the rate of 12% per annum. If a installment on an assessment against a Lot is not paid when due, the Board may elect to declare the entire assessments against the Lot for the remainder of the fiscal year to be immediately due and payable.

Section 9.5 Recovery of Attorneys' Fees and Costs. In any action to collect delinquent assessments the prevailing party shall be entitled to recover as a

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part of its judgment a reasonable sum for attorneys' fees and all costs and expenses reasonably incurred in connection with the action, in addition to taxable costs permitted by law.

Section 9.6 Remedies Cumulative. The remedies provided herein are cumulative and the Board may pursue them, and any other remedies which may be available under law although not expressed herein, either concurrently or in any order.

Section 9.7 No Avoidance of Assessments. No Owner may avoid or escape liability for assessments provided for herein by abandoning his or her Lot.

ARTICLE 10. FAILURE OF BOARD TO INSIST ON STRICT PERFORMANCE NO WAIVER.

The failure of the Board in any instance to insist upon the strict compliance with this Declaration or its rules and regulations of the Association, or to exercise any right contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of any term, covenant, condition, or restriction. The receipt by the Board of payment of any assessment from an Owner, with knowledge of any breach by the Owner, shall not be a waiver of the breach. No waiver by the Board of any requirement shall be effective unless expressed in writing and signed for the Board.

ARTICLE 11. LIMITATION OF LIABILITY.

So long as a Board member, or Association member, or Declarant has acted in good faith, without willful or intentional misconduct, upon the basis of such information as is then possessed by such Person, then no such Person shall be personally liable to any Owner, or to any other Person, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of such Person; provided, that this Article shall not apply where the consequences of such act, omission, error, or negligence are covered by any insurance actually obtained by the Board.

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ARTICLE 12. INDEMNIFICATION.

Each Board member, and Declarant shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of holding or having held such position, or any settlement thereof, whether or not he holds such position at the time such expenses or liabilities are incurred, except to the extent such expenses and liabilities are covered by insurance and except in such cases wherein such Person is adjudged guilty of willful misfeasance in the performance of his or her duties; provided, that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being for the best interests of the Association.

ARTICLE 13. INSURANCE.

At such times as the Board deems appropriate, the Board shall cause the Association to purchase and maintain as a common expense a policy or policies which the Board deems necessary or desirable to provide casualty insurance; comprehensive liability insurance; with such deductible provisions as the Board deems advisable; insurance, if available, for the protection of the Association's directors, and representatives from personal liability in the management of the Association's affairs; and such other insurance as the Board deems advisable. The Board shall review the adequacy of the Association's insurance coverage at least annually.

ARTICLE 14. DAMAGE AND REPAIR OF DAMAGE TO PROPERTY.

In the event of any casualty, loss or other damage to the Common Area for which the then current assessments by the Board are insufficient to repair, or restore or for which there are not insurance proceeds or insufficient insurance proceeds available to the Board for such restoration or repair, the Board may make a special assessment against each Lot within the Property for its pro rata share of the cost and expenses to repair and or restore the common areas. The special assessment shall be payable, at the determination of the Board, and either monthly or quarterly installments or in a single lump sum amount. The Board shall notify each Lot Owner of any such special assessment not less than 20 days prior to the date

such special assessment or the first installment thereon is due and payable, which notice shall be accompanied by a reasonably detailed statement of the Board's estimated costs and expenses of repairing and or restoring the Common Areas.

ARTICLE 15. AMENDMENTS OF DECLARATION.

Any Lot Owner may propose amendments to this Declaration to the Board. A majority of the members of the Board may cause a proposed amendment to be submitted to the members of the Association for their consideration. If an amendment is proposed by Owners of 20% or more of the Lots, then, irrespective of whether the Board concurs in the proposed amendment, it shall be submitted to the members of the Association for their consideration at their next regular or special meeting for which timely notice may be given. Notice of a meeting at which an amendment is to be considered shall include the text of the proposed amendment. Amendments may be adopted at a meeting of the Association or by written consent of the requisite number of Persons entitled to vote, after notice has been given to all Persons entitled to receive notice of a meeting of the Association. The unanimous consent of all Owners shall be required for adoption of either (1) an amendment changing the voting power or portion of assessments appurtenant to each Lot, or (2) an amendment of Section 4.7 or of this Article 15. All other amendments shall be adopted if approved by 60% of the Lot Owners. Once an amendment has been adopted by the Association, the amendment will become effective when a certificate of the amendment, executed by two members of the Board, has been recorded in the real property records of King County, Washington.

ARTICLE 16. ANNEXATION AND SUBDIVISION

Residential property other than Parcel II and Common Areas other than those within Parcel I or Parcel II may be annexed or added to the Property only with the consent of two-thirds of the of the Association. No Lot shall be subdivided or combined without the approval of all Lot Owners.

ARTICLE 17. DURATION.

The covenants, conditions, and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the

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Owners, their respective legal representatives, heirs, successors, and assigns, for a period of thirty years from the date this Declaration is recorded, after which time the covenants, conditions and restrictions shall be automatically extended for successive periods of ten years each, unless an instrument signed by a majority of the then Owners has been recorded agreeing to terminate the covenants, conditions and restrictions.

ARTICLE 18. RESERVATION OF RIGHT TO AMEND TO COMPLY WITH FNMA, FELMC, OR FHA REQUIREMENTS.

Section 18.1 Amendment by Declarant. Declarant reserves the right to amend the Declaration as may be necessary to comply with Federal Home Loan Mortgage Corporation ("FELMC") or Federal National Mortgage Association ("FNMA") or Federal Housing Administration ("FHA") regulations or requirements as necessary to enable the holders of first mortgages or deeds of trust to sell first mortgages or deeds of trust to FELMC or FNMA or if such amendment is necessary to secure funds or financing provided by, through or in conjunction with FELMC or FNMA or FHA.

Section 18.2 Authorization to Amend. If Declarant, at its option, determines that it is necessary so to amend the Declaration, then Declarant, on behalf of all Lot Owners in the Association, is hereby authorized to execute and to have recorded (or filed, in the case of the Articles) said required amendment or amendments. All Lot Owners hereby grant to Declarant a full and complete power of attorney to take any and all actions necessary to effectuate and record said amendment or amendments and agree that said amendment or amendments shall be binding upon their respective Lots and upon them and their heirs, personal representatives, successors and assigns to the same extent as if they had personally executed said amendment or amendments. All Lot Owners hereby acknowledge and agree that the power of attorney granted herein shall be deemed coupled with an interest and shall be irrevocable.

Section 18.3 Duration. Declarant's rights under this Article shall exist only until the Transition Date.

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ARTICLE 19. SEVERABILITY.

The provisions of this Declaration shall be independent and severable, and the unenforceability of any one provision shall not affect the enforceability of any other provision, if the remainder effects the common plan.

ARTICLE 20. EFFECTIVE DATE.

This Declaration shall be effective upon recording.

ARTICLE 21. ASSIGNMENT BY DECLARANT.

Declarant reserves the right to assign, transfer, sell, lease, or rent all or any portion of the Property and reserves the right to assign all or any of its rights, duties, and obligations created under this Declaration.

DECLARANT:

Linda N. Nowat
Linda N. Nowat

David A. Nowat
David A. Nowat

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CONSENT OF MORTGAGEE

The undersigned Mortgagee hereby consents to this Declaration and joins in it solely for the purpose of subjecting and subordinating a security interest in the Property or any portion thereof and its appertinences to this Declaration.

MORTGAGEE:

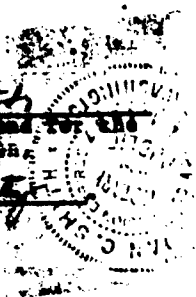
L. Deusch

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this day personally appeared before me Linda M. Nowat, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal
this 16th day of December, 1983.

Joan Smith
Notary Public in and for the
State of Washington
residing
at Yale City



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STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this day personally appeared before me David A. Nowat, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

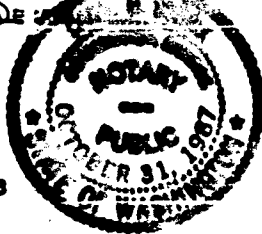
Given under my hand and official seal this 16th day of December, 1983.

Joan R. Smith
Notary Public in and for the
State of Washington,
residing at Fall City.

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this day personally appeared before
me W. M. R. [unclear], to me
and [unclear], known to be the VICE PRESIDENT and the
SAVINGS BANK OF PUGET SOUND, respectively, of
the corporation that executed the within and 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 they were authorized to execute said
instrument, and that the seal affixed is the corporate
seal of said corporation.

Given under my hand and official seal this 22nd
day of DECEMBER, 1983.



Carol M. Schick
Notary Public in and for the
State of Washington,
residing at Kent.

10/25/83
88576

EXHIBIT #1
TO THE DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS, EASEMENTS,
AND RESERVATIONS

FOR
BRISTOL VIEW

PARCEL #1

LEGAL DESCRIPTION:

That portion of the Southwest quarter of the Southwest quarter of Section 24, Township 26 North, Range 5 East W.M., in King County, Washington, described as follows:

Commence at the Southwest corner of said subdivision;
thence North $01^{\circ}51'53''$ East along the West line of said subdivision a distance of 973.91 feet to the true point of beginning;
thence continuing North $01^{\circ}51'53''$ East along said West line a distance of 359.51 feet to the Northwest corner of said subdivision;
thence South $88^{\circ}24'40''$ East along the North line of said subdivision a distance of 1486.89 feet to the west right-of-way margin of 132nd Avenue N.E.;
thence South $02^{\circ}01'10''$ West along said West right-of-way margin a distance of 1058.82 feet;
thence North $88^{\circ}25'44''$ West a distance of 517.11 feet;
thence North $08^{\circ}45'56''$ East a distance of 203.46 feet to the intersection of a curve the center of which bears North $04^{\circ}25'38''$ East and having a radius of 30.00 feet;
thence Westerly and Northwesterly along said curve through a central angle of $78^{\circ}37'16''$ an arc distance of 68.61 feet to a point of reverse curve having a radius of 25.00 feet;
thence Northwesterly along said curve through a central angle of $42^{\circ}50'00''$ an arc distance of 18.69 feet;
thence North $49^{\circ}47'34''$ West a distance of 206.41 feet to a point of curve to the left having a radius of 25.00 feet;
thence Southwesterly along said curve through a central angle of $95^{\circ}56'03''$ an arc distance of 41.86 feet to a point of compound curve having a radius of 780.00 feet;
thence Southerly along said curve through a central angle of $32^{\circ}24'30''$ an arc distance of 441.19 feet;
thence South $01^{\circ}51'53''$ West a distance of 164.72 feet to a point of curve to the left having a radius of 25.00 feet;
thence Southeasterly along said curve through a central angle of $90^{\circ}17'37''$ an arc distance of 39.40 feet to the Northerly right-of-way margin of W.E. 132nd Street;
thence North $88^{\circ}25'44''$ West along said Northerly right-of-way margin a distance of 110.00 feet to a curve the center of which bears North $01^{\circ}34'16''$ East having a radius of 25.00 feet;
thence Easterly and Northeasterly along said curve through a central

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Section 4.6 Damage Deposit. Upon closing, each Owner acquiring a Lot from Declarant shall pay Declarant, in addition to all other amounts which Owner has agreed to pay for the Lot, a \$500 cash deposit (the "Damage Deposit") as security for the performance of the Owner's obligations under Section 4.5.17. If any Owner fails to perform his obligations under Section 4.5.17 within the time period provided therein, Declarant may, but shall not be obligated to, apply the Damage Deposit by such Owner towards the performance of any of such Owner's obligations under Section 4.5.17. Within 30 days following each written notice to Declarant from an Owner who has made a Damage Deposit that the construction of a dwelling unit and other associated improvements upon this Lot is complete, or at such earlier date as Declarant in their sole discretion may elect, Declarant shall return that Owner's Damage Deposit hereunder without interest and less any amounts applied in accordance with the provisions hereof. This Section 4.6 shall not in any way limit any Owner's liability under Section 4.5.17 nor prohibit or restrict the Association, any Owner or Declarant from pursuing any other remedy available under this Declaration or other applicable law for violation of Section 4.5.17. No Owner or other Person shall have any claim or right against Declarant due to, arising out of or in connection with Declarant's not (i) exercising any of their rights under this Section 4.6 or (ii) not pursuing any or all other remedies available under this Declaration or under applicable law for a violation of Section 4.5.17. For purposes of this Section 4.6, "closing" shall mean the date a deed for a Lot is recorded.

PARCEL # 1

LEGAL DESCRIPTION (Cont.):

angle of $89^{\circ}42'23''$ an arc distance of 39.14 feet;
thence North $81^{\circ}51'53''$ East a distance of 185.28 feet to a point of
curve to the right having a radius of 840.00 feet;
thence Northerly along said curve through a central angle of
 $10^{\circ}55'57''$ an arc distance of 160.28 feet to a point of reverse curve
having a radius of 25.00 feet;
thence Northerly and Westerly along said curve through a central
angle of $91^{\circ}22'40''$ an arc distance of 39.87 feet to a point of
compound curve having a radius of 270.00 feet;
thence Westerly along said curve through a central angle of
 $09^{\circ}33'18''$ an arc distance of 45.03 feet;
thence North $88^{\circ}08'08''$ West a distance of 17.01 feet to a point of
curve to the left having a radius of 25.00 feet;
thence Westerly along said curve through a central angle of
 $42^{\circ}50'00''$ an arc distance of 18.69 feet to a point of reverse curve
having a radius of 50.00 feet;
thence along said curve through a central angle of $265^{\circ}40'00''$ an arc
distance of 231.84 feet to a point of reverse curve having a radius
of 25.00 feet;
thence Easterly along said curve through a central angle of
 $42^{\circ}50'00''$ an arc distance of 18.69 feet;
thence South $88^{\circ}08'08''$ East a distance of 17.01 feet to a point of
curve to the right having a radius of 330.00 feet;
thence Easterly along said curve through a central angle of
 $11^{\circ}06'59''$ an arc distance of 64.03 feet to a point of reverse curve
having a radius of 25.00 feet;
thence Northeasterly along said curve through a central angle of
 $82^{\circ}52'23''$ an arc distance of 36.16 feet to a point of reverse curve
having a radius of 840.00 feet;
thence Northerly along said curve through a central angle of
 $16^{\circ}25'18''$ an arc distance of 240.75 feet;
thence North $88^{\circ}25'44''$ West a distance of 368.11 feet;
thence North $01^{\circ}51'53''$ East a distance of 273.94 feet;
thence South $77^{\circ}51'09''$ West a distance of 9.63 feet to a point of
curve to the right having a radius of 523.07 feet;
thence Westerly along said curve through a central angle of
 $14^{\circ}00'44''$ an arc distance of 127.92 feet to the point of beginning.

Situate in the County of King, State of Washington.

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PARCEL #2

LEGAL DESCRIPTION:

The Southwest 1/4 of the Southwest 1/4 of Section 24, Township 26 North, Range 5 East, W.M. EXCEPT the East 30 feet thereof and the South 30 feet thereof as conveyed to King County for roads by deed recorded under Recording No. 2754994, LESS the following described property:

That portion of the Southwest quarter of the Southwest quarter of Section 24, Township 26 North, Range 5 East W.M., in King County, Washington, described as follows:

Commencing at the Southwest corner of said subdivision;
thence North 01°51'53" East along the West line of said subdivision a distance of 973.91 feet to the true point of beginning;
thence continuing North 01°51'53" East along said West line a distance of 359.51 feet to the Northwest corner of said subdivision;
thence South 88°24'40" East along the North line of said subdivision a distance of 1286.89 feet to the West right-of-way margin of 168th Avenue N.E.;
thence South 02°01'10" West along said West right-of-way margin a distance of 1056.72 feet;
thence North 88°25'44" West a distance of 517.11 feet;
thence North 08°45'56" East a distance of 203.46 feet to the intersection of a curve the center of which bears North 04°25'10" East and having a radius of 50.00 feet;
thence Westerly and Northwesterly along said curve through a central angle of 78°37'16" an arc distance of 68.61 feet to a point of reverse curve having a radius of 25.00 feet;
thence Northwesterly along said curve through a central angle of 42°50'00" an arc distance of 18.69 feet;
thence North 49°47'34" West a distance of 206.41 feet to a point of curve to the left having a radius of 25.00 feet;
thence Southwesterly along said curve through a central angle of 95°56'03" an arc distance of 41.86 feet to a point of compound curve having a radius of 780.00 feet;
thence Southerly along said curve through a central angle of 32°24'30" an arc distance of 441.19 feet;
thence South 01°51'53" West a distance of 184.72 feet to a point of curve to the left having a radius of 25.00 feet;
thence Southeasterly along said curve through a central angle of 90°17'37" an arc distance of 39.40 feet to the Northerly right-of-way margin of N.E. 132nd Street;
thence North 88°25'44" West along said Northerly right-of-way margin a distance of 110.00 feet to a curve the center of which bears North 01°34'16" East having a radius of 25.00 feet;
thence Easterly and Northeasterly along said curve through a central

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PARCEL #2

LEGAL DESCRIPTION (Cont.):

angle of 89°42'23" an arc distance of 39.14 feet;
thence North 01°51'53" East a distance of 185.28 feet to a point of
curve to the right having a radius of 840.00 feet;
thence Northerly along said curve through a central angle of
10°55'57" an arc distance of 160.28 feet to a point of reverse curve
having a radius of 25.00 feet;
thence Northerly and Westerly along said curve through a central
angle of 91°22'40" an arc distance of 39.87 feet to a point of
compound curve having a radius of 270.00 feet;
thence Westerly along said curve through a central angle of
09°33'18" an arc distance of 45.03 feet;
thence North 88°08'08" West a distance of 17.01 feet to a point of
curve to the left having a radius of 25.00 feet;
thence Westerly along said curve through a central angle of
42°50'00" an arc distance of 12.00 feet to a point of reverse curve
having a radius of 50.00 feet;
thence along said curve through a central angle of 265°40'00" an arc
distance of 231.84 feet to a point of reverse curve having a radius
of 25.00 feet;
thence Easterly along said curve through a central angle of
42°50'00" an arc distance of 12.00 feet;
thence South 88°08'08" East a distance of 17.01 feet to a point of
curve to the right having a radius of 330.00 feet;
thence Easterly along said curve through a central angle of
11°46'54" an arc distance of 64.03 feet to a point of reverse curve
having a radius of 25.00 feet;
thence Northeasterly along said curve through a central angle of
82°52'23" an arc distance of 36.16 feet to a point of reverse curve
having a radius of 840.00 feet;
thence Northerly along said curve through a central angle of
16°25'18" an arc distance of 240.75 feet;
thence North 88°25'44" West a distance of 368.11 feet;
thence North 01°51'53" East a distance of 273.94 feet;
thence South 77°51'09" West a distance of 9.63 feet to a point of
curve to the right having a radius of 523.07 feet;
thence Westerly along said curve through a central angle of
14°00'44" an arc distance of 127.92 feet to the point of beginning.

Situate in the County of King, State of Washington.

8312220716

Recorded at the Request of
and after Recording Return to

Bristol View, Division II
C/O Patty Hinkle
1140 - 140th Ave NE
Bellevue, WA 98005

85/10/02 #0659 E
RECD F 33.00
CRSHSL ****33.00
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SUBSEQUENT PHASE CERTIFICATE

Declaration and Covenants, Conditions,
Restrictions, Easements and Reservations

R E C I T A L S:

A Declaration and Covenants, Conditions, Restrictions, Easements and Reservations ("Declaration") was established and filed for record in King County, Washington, Recording No. 8312220716 affecting Parcel I as described therein. Parcel I was the plat of Bristol View Division I recorded in Volume 125 of Plats, page 14, records of King County.

Parcel I, subject to the Declaration, was the initial phase of Property to be developed. As provided in Article 2, Section 2.2, the initial phase may be merged into and become a part of the next Subsequent Phase as a single, unified property with the Declaration and rules and regulations of the Association (if any) immediately applicable to Parcel #2 (see Exhibit 1, Declaration).

Declarant and the Association declare their intent, individually and collectively, to expand the Property (i.e., Parcel #1 of Exhibit 1, Declaration) into

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CCR

one Subsequent Phase by adding Parcel II (i.e., Parcel #2 of Exhibit 1, Declaration) to the Property.

DATED this 27 day of Sept, 1985.

BRISTOL VIEW OWNERS'
ASSOCIATION

Michelle M. Taylor
President

Barbara Spangler
Secretary

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this day personally appeared before me Michelle M. Taylor and Barbara Spangler, to me known to be the President and Secretary, respectively, of BRISTOL VIEW OWNERS' ASSOCIATION, the corporation that executed the within and 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 they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

Given under my hand and official seal this 27 day of Sept, 1985.

Corinne M. Altieri
Notary Public in and for the
State of Washington, residing
at Seattle.

07430

EXHIBIT #1
TO THE DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS, EASEMENTS,
AND RESERVATIONS

FOR
BRISTOL VIEW

PARCEL #1

LEGAL DESCRIPTION:

That portion of the Southwest quarter of the Southwest quarter of Section 24, Township 26 North, Range 5 East W.M., in King County, Washington, described as follows:

Commencing at the Southwest corner of said subdivision;
thence North 01°51'53" East along the West line of said subdivision
a distance of 973.91 feet to the true point of beginning;
thence continuing North 01°51'53" East along said West line a
distance of 359.51 feet to the Northwest corner of said subdivision;
thence South 88°24'40" East along the North line of said subdivision
a distance of 1286.89 feet to the West right-of-way margin of 168th
Avenue N.E.;
thence South 02°01'10" West along said West right-of-way margin a
distance of 1058.82 feet;
thence North 88°25'44" West a distance of 517.11 feet;
thence North 08°45'56" East a distance of 203.46 feet to the
intersection of a curve the center of which bears North 04°25'10"
East and having a radius of 50.00 feet;
thence Westerly and Northwesterly along said curve through a central
angle of 78°37'16" an arc distance of 68.61 feet to a point of
reverse curve having a radius of 25.00 feet;
thence Northwesterly along said curve through a central angle of
42°50'00" an arc distance of 18.69 feet;
thence North 49°47'34" West a distance of 206.41 feet to a point of
curve to the left having a radius of 25.00 feet;
thence Southwesterly along said curve through a central angle of
95°56'03" an arc distance of 41.86 feet to a point of compound curve
having a radius of 780.00 feet;
thence Southerly along said curve through a central angle of
32°24'30" an arc distance of 441.19 feet;
thence South 01°51'53" West a distance of 184.72 feet to a point of
curve to the left having a radius of 25.00 feet;
thence Southerly along said curve through a central angle of
90°17'37" an arc distance of 39.40 feet to the Northerly
right-of-way margin of N.E. 132nd Street;
thence North 88°25'44" West along said Northerly right-of-way margin
a distance of 110.00 feet to a curve the center of which bears North
01°34'16" East having a radius of 25.00 feet;
thence Easterly and Northeasterly along said curve through a central

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PARCEL #2

LEGAL DESCRIPTION:

The Southwest 1/4 of the Southwest 1/4 of Section 24, Township 26 North, Range 5 East, W.M.; EXCEPT the East 30 feet thereof and the South 30 feet thereof as conveyed to King County for roads by deed recorded under Recording No. 2754994, LESS the following described property:

That portion of the Southwest quarter of the Southwest quarter of Section 24, Township 26 North, Range 5 East W.M., in King County, Washington, described as follows:

Commencing at the Southwest corner of said subdivision; thence North 01°51'53" East along the West line of said subdivision a distance of 973.91 feet to the true point of beginning; thence continuing North 01°51'53" East along said West line a distance of 359.51 feet to the Northwest corner of said subdivision; thence South 88°24'40" East along the North line of said subdivision a distance of 1786.89 feet to the West right-of-way margin of 168th Avenue N.E.; thence South 02°01'10" West along said West right-of-way margin a distance of 1058.82 feet; thence North 88°25'44" West a distance of 517.11 feet; thence North 08°45'56" East a distance of 203.46 feet to the intersection of a curve the center of which bears North 04°25'10" East and having a radius of 50.00 feet; thence Westerly and Northwesterly along said curve through a central angle of 78°37'16" an arc distance of 68.61 feet to a point of reverse curve having a radius of 25.00 feet; thence Northwesterly along said curve through a central angle of 42°50'00" an arc distance of 18.69 feet; thence North 49°47'34" West a distance of 206.41 feet to a point of curve to the left having a radius of 25.00 feet; thence Southwesterly along said curve through a central angle of 95°56'03" an arc distance of 41.86 feet to a point of compound curve having a radius of 780.00 feet; thence Southerly along said curve through a central angle of 32°24'30" an arc distance of 441.19 feet; thence South 01°51'53" West a distance of 184.72 feet to a point of curve to the left having a radius of 25.00 feet; thence Southeasterly along said curve through a central angle of 90°17'37" an arc distance of 39.40 feet to the Northerly right-of-way margin of N.E. 132nd Street; thence North 88°25'44" West along said Northerly right-of-way margin a distance of 110.00 feet to a curve the center of which bears North 01°34'16" East having a radius of 25.00 feet; thence Easterly and Northeasterly along said curve through a central

8312220746

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PARCEL # 1

LEGAL DESCRIPTION (Cont.):

angle of 89°42'23" an arc distance of 39.14 feet;
thence North 01°51'53" East a distance of 185.28 feet to a point of
curve to the right having a radius of 840.00 feet;
thence Northerly along said curve through a central angle of
10°55'57" an arc distance of 160.28 feet to a point of reverse curve
having a radius of 25.00 feet;
thence Northerly and Westerly along said curve through a central
angle of 91°22'40" an arc distance of 39.87 feet to a point of
compound curve having a radius of 270.00 feet;
thence Westerly along said curve through a central angle of
09°33'18" an arc distance of 45.03 feet;
thence North 88°08'08" West a distance of 17.01 feet to a point of
curve to the left having a radius of 25.00 feet;
thence Westerly along said curve through a central angle of
42°50'00" an arc distance of 18.69 feet to a point of reverse curve
having a radius of 50.00 feet;
thence along said curve through a central angle of 265°40'00" an arc
distance of 231.84 feet to a point of reverse curve having a radius
of 25.00 feet;
thence Easterly along said curve through a central angle of
42°50'00" an arc distance of 18.69 feet;
thence South 88°08'08" East a distance of 17.01 feet to a point of
curve to the right having a radius of 330.00 feet;
thence Easterly along said curve through a central angle of
11°06'59" an arc distance of 64.03 feet to a point of reverse curve
having a radius of 25.00 feet;
thence Northeasterly along said curve through a central angle of
82°52'23" an arc distance of 36.16 feet to a point of reverse curve
having a radius of 840.00 feet;
thence Northerly along said curve through a central angle of
16°25'18" an arc distance of 240.75 feet;
thence North 88°25'44" West a distance of 368.11 feet;
thence North 01°51'53" East a distance of 273.94 feet;
thence South 77°51'09" West a distance of 9.63 feet to a point of
curve to the right having a radius of 523.07 feet;
thence Westerly along said curve through a central angle of
14°00'44" an arc distance of 127.92 feet to the point of beginning.

Situate in the County of King, State of Washington.

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PARCEL #2

LEGAL DESCRIPTION (Cont.):

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angle of $89^{\circ}42'23''$ an arc distance of 39.14 feet;
thence North $01^{\circ}51'53''$ East a distance of 185.28 feet to a point of
curve to the right having a radius of 840.00 feet;
thence Northerly along said curve through a central angle of
 $10^{\circ}55'57''$ an arc distance of 160.28 feet to a point of reverse curve
having a radius of 25.00 feet;
thence Northerly and Westerly along said curve through a central
angle of $91^{\circ}22'40''$ an arc distance of 39.87 feet to a point of
compound curve having a radius of 270.00 feet;
thence Westerly along said curve through a central angle of
 $09^{\circ}33'18''$ an arc distance of 45.03 feet;
thence North $88^{\circ}08'08''$ West a distance of 17.01 feet to a point of
curve to the left having a radius of 25.00 feet;
thence Westerly along said curve through a central angle of
 $42^{\circ}50'00''$ an arc distance of 18.69 feet to a point of reverse curve
having a radius of 50.00 feet;
thence along said curve through a central angle of $265^{\circ}40'00''$ an arc
distance of 231.84 feet to a point of reverse curve having a radius
of 25.00 feet;
thence Easterly along said curve through a central angle of
 $42^{\circ}50'00''$ an arc distance of 18.69 feet;
thence South $88^{\circ}08'08''$ East a distance of 17.01 feet to a point of
curve to the right having a radius of 330.00 feet;
thence Easterly along said curve through a central angle of
 $11^{\circ}06'59''$ an arc distance of 64.03 feet to a point of reverse curve
having a radius of 25.00 feet;
thence Northeasterly along said curve through a central angle of
 $82^{\circ}52'23''$ an arc distance of 36.16 feet to a point of reverse curve
having a radius of 840.00 feet;
thence Northerly along said curve through a central angle of
 $16^{\circ}25'18''$ an arc distance of 240.75 feet;
thence North $88^{\circ}25'44''$ West a distance of 368.11 feet;
thence North $01^{\circ}51'53''$ East a distance of 273.94 feet;
thence South $77^{\circ}51'09''$ West a distance of 9.63 feet to a point of
curve to the right having a radius of 523.07 feet;
thence Westerly along said curve through a central angle of
 $14^{\circ}00'44''$ an arc distance of 127.92 feet to the point of beginning.

Situate in the County of King, State of Washington.

000854

Bristol View, Division II
Lot 1

The undersigned Individual acknowledges receipt of and hereby consents to accept the Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Bristol View (King County recording # 8312220716).

William D. Spiers

8510020659

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this day personally appeared before me William D. Spiers to me known to be the individual who executed the written and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 26th day of July, 1985.

Judith A. Wells
Notary Public in and for the
State of Washington, residing
at Bellevue

000856

Bristol View, Division II
Lot 2

The undersigned Individual acknowledges receipt of and hereby consents to accept the Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Bristol View (King County recording # 8312220716).

8310020659

Helvin S. Kousmo 5/14/85
WOL Kousmo 45327
Marsha K. Kousmo 5/14/85
WOL Kousmo 45327

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this day personally appeared before me Helvin
G. Kousmo and Marsha K. Kousmo to me known to be
the individual who executed the written and foregoing
instrument, and acknowledged that he signed the same
as his free and voluntary act and deed, for the uses and
purposes therein mentioned.

Given under my hand and official seal this 12th
day of August, 1985.

Henry J. Hedrick
Notary Public in and for the
State of Washington, residing
at Rockland.
Comm exp 10-18-86

Bristol View, Division II
Lot 3

The undersigned Individual acknowledges receipt of and hereby consents to accept the Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Bristol View (King County recording # 8312220716).

James S. Moquette
John Moquette

8510020359

STATE OF WASHINGTON)

COUNTY OF KING)

ss.

On this day personally appeared before me JAMES S. MOQUETTE to me known to be the individual who executed the written and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this fourth day of August, 1985.

Barbara J. Runey
Notary Public in and for the
State of Washington, residing
at King County.

Bristol View, Division II
Lot 4

The undersigned Individual acknowledges receipt of and hereby consents to accept the Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Bristol View (King County recording # 8312220716).

Robert Lynn

Brenda Lynn

8510020659

STATE OF WASHINGTON)
COUNTY OF KING)

ss.

On this day personally appeared before me *Robert & Brenda Lynn* to me known to be the individual who executed the written and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this *30th* day of *July*, 1985.

[Signature]
Notary Public in and for the
State of Washington, residing
at *Chilmark*.

000858

Bristol View, Division II
Lot 5

The undersigned individual acknowledges receipt of and hereby consents to accept the Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Bristol View (King County recording # 8312220716).

8510629659

STATE OF WASHINGTON
COUNTY OF KING

ss.

[Signature]
Van M Bayley Smith

On this day personally appeared before me Karen D. Smith Kathleen M Bayley Smith to me known to be the individual who executed the written and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 7th day of August, 1985.

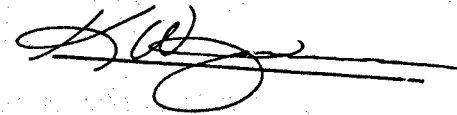
[Signature]
Notary Public in and for the
State of Washington, residing
at 7850 NE 140th Pl. Bothell

Bristol View, Division II
Lot 6

The undersigned Individual acknowledges receipt of and hereby consents to accept the Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Bristol View (King County recording # 8312220716).

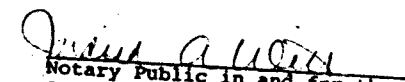
8510020659

STATE OF WASHINGTON
COUNTY OF KING


ss.

On this day personally appeared before me K.W. Jensen to me known to be the individual who executed the written and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 5th day of August, 1985.


Notary Public in and for the
State of Washington, residing
at Bellevue

Bristol View, Division II
Lot 6

The undersigned Individual acknowledges receipt of and hereby consents to accept the Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Bristol View (King County recording # 8312220716).

Mary H. Jensen

8510023659

STATE OF WASHINGTON)

COUNTY OF KING)

ss.

On this day personally appeared before me Mary H. Jensen to me known to be the individual who executed the written and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 29th day of July, 1985.

Judith A. White
Notary Public in and for the
State of Washington, residing
at Bellvue

Bristol View, Division II
Lot 7

The undersigned Corporation acknowledges receipt of and hereby consents to accept the Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Bristol View (King County recording # 8312220716).

x My Lambino
Pres G & L Builders, Inc.

8510023659

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this day personally appeared before me
GUY LAMBIASO, to me known to be the
PRESIDENT of G & L BUILDERS, INC.
the Washington corporation that executed the within and fore-
going instrument, and acknowledged the said instrument to
be the free and voluntary act and deed of said Washington cor-
poration for the uses and purposes therein mentioned, and on
oath stated that he was authorized to execute said instrument,
and that the seal affixed is the corporate seal of said Wash-
ington corporation.

Given under my hand and official seal this 21st
day of JUNE, 1985.

MAURICE B. ELLIS
Notary Public in and for the
State of Washington, residing
at BELLEVUE

LS

Bristol View, Division II
Lot 8

The undersigned individual acknowledges receipt of and hereby consents to accept the Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Bristol View (King County recording # 8312220716).

Jack Allafort
Nancy Allafort

8510020659

STATE OF WASHINGTON)
COUNTY OF KING)

ss.

On this day personally appeared before me Jack
Nancy Allafort to me known to be
the individual who executed the written and foregoing
instrument, and acknowledged that he signed the same
as his free and voluntary act and deed, for the uses and
purposes therein mentioned.

Given under my hand and official seal this 28
day of June, 1985.

Darlene V. V. V.
Notary Public in and for the
State of Washington, residing
at Kidman.

Bristol View, Division II
Lot 9

The undersigned Individual acknowledges receipt of and hereby consents to accept the Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Bristol View (King County recording # 8312220716).

8510020659

Min-Chih Lu Earl

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this day personally appeared before me Min-Chih Lu Earl to me known to be the individual who executed the written and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 13th day of August, 1985.

E. L. O'Reilly
Notary Public in and for the
State of Washington, residing
at Seattle

000864

Bristol View, Division II
Lot 9

The undersigned Individual acknowledges receipt of and hereby consents to accept the Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Bristol View (King County recording # 8312220716).

Richard W. Earl

8510020659

STATE OF WASHINGTON)

COUNTY OF KING) ss.

On this day personally appeared before me RICHARD W. EARL to me known to be the individual who executed the written and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 13TH day of AUGUST, 1985.

Shall A. [Signature]
Notary Public in and for the
State of Washington, residing
at SEATTLE.

Bristol View, Division II
Lot 10

The undersigned individual acknowledges receipt of and hereby consents to accept the Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Bristol View (King County recording # 8312220716).

Douglas L. Renny

STATE OF WASHINGTON)

COUNTY OF KING)

ss.

8510020659

On this day personally appeared before me Douglas L. Renny to me known to be the individual who executed the written and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 24th day of July, 1985.

Kelly M. Dornard
Notary Public in and for the
State of Washington, residing
at Seattle.

Bristol View, Division II
Lot 10

The undersigned Individual acknowledges receipt of and hereby consents to accept the Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Bristol View (King County recording # 8312220716).

Glory B. Penny

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this day personally appeared before me Glory B. Penny to me known to be the individual who executed the written and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 24th day of July, 1985.

Kelly M. Dowd
Notary Public in and for the
State of Washington, residing
at Seattle.

8510020659

0000867

Bristol View, Div. JUN 24 1985
Lot 11

The undersigned Individual acknowledges receipt of and hereby consents to accept the Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Bristol View (King County recording # 8312220716).

Jean K. Lyons
Gilbert S. Lyons

STATE OF WASHINGTON)

COUNTY OF KING)

ss.

On this day personally appeared before me _____ to me known to be the individual who executed the written and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 1985.

J. H. Batty
Notary Public in and for the
State of Washington, residing
at _____

8510020659

Bristol View, Division II
Lot 13

The undersigned Corporation acknowledges receipt of and
hereby consents to accept the Declaration and Covenants,
Conditions, Restrictions, Easements and Reservations for
Bristol View (King County recording # 8312220716).

8510020659

STATE OF WASHINGTON)

ss.

COUNTY OF KING)

On this day personally appeared before me
Charles H. Warrander, to me known to be the
President, of G.W. Construction Corp.
the Washington corporation that executed the within and fore-
going instrument, and acknowledged the said instrument to
be the free and voluntary act and deed of said Washington cor-
poration for the uses and purposes therein mentioned, and on
oath stated that he was authorized to execute said instrument,
and that the seal affixed is the corporate seal of said Wash-
ington corporation.

Given under my hand and official seal this 29th
day of July, 1985.

Julia A. Wiley
Notary Public in and for the
State of Washington, residing
at Bellevue.

0000870

Bristol View, Division II
Lot 12

The undersigned Corporation acknowledges receipt of and hereby consents to accept the Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Bristol View (King County recording # 8312220716).

Baywood Homes, Ltd
x *Don M. Pres.*

8510020659

STATE OF WASHINGTON)
COUNTY OF KING)

ss.

On this day personally appeared before me Denny Walsh, to me known to be the PRESIDENT of Baywood Homes, the Washington corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Washington corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument, and that the seal affixed is the corporate seal of said Washington corporation.

Given under my hand and official seal this 13 day of August, 1985.

Colman L. L...
Notary Public in and for the
State of Washington, residing
at *Seattle, Wa.*

Bristol View, Division II
Lot 14

The undersigned Individual acknowledges receipt of and hereby consents to accept the Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Bristol View (King County recording # 8312220716).

8510020659

Bonnie L. Wilson

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this day personally appeared before me Bonnie L. Wilson to me known to be the individual who executed the written and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 26th day of July, 1985.

Judith A. Wilson
Notary Public in and for the
State of Washington, residing
at Bellevue.

Bristol View, Division II
Lot 14

The undersigned individual acknowledges receipt of and hereby consents to accept the Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Bristol View (King County recording # 8312220716).

Gregg L Wilson

8510020659

STATE OF WASHINGTON)
COUNTY OF KING)

ss.

On this day personally appeared before me *Gregg L Wilson* to me known to be the individual who executed the written and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 25th day of July, 1985.

Judith A. With
Notary Public in and for the
State of Washington, residing
at Bellevue.

Bristol View, Division II
Lot 15

The undersigned Individual acknowledges receipt of and hereby consents to accept the Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Bristol View (King County recording # 8312220716).

8510020659

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this day personally appeared before me Donna P. Lee to me known to be the individual who executed the written and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of 8-27, 1985.

Vern S. McAleer
Notary Public in and for the
State of Washington, residing
at Bellevue WA.

Bristol View, Division II
Lot 15

The undersigned individual acknowledges receipt of and hereby consents to accept the Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Bristol View (King County recording # 8312220716).

8510020659

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me
Robert E. McAlister to me known to be
the individual who executed the written and foregoing
instrument, and acknowledged that he signed the same
as his free and voluntary act and deed, for the uses and
purposes therein mentioned.

Given under my hand and official seal this
day of 4-27-85, 1985.

Vern E. McAlister
Notary Public in and for the
State of Washington, residing
at Bellemead.

000874

Bristol View, Division II
Lot 16

The undersigned individual acknowledges receipt of and hereby consents to accept the Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Bristol View (King County recording # 8312220716).

Max E. Ross
Joyce Ross

8510020659

STATE OF WASHINGTON)

COUNTY OF KING)

ss.

On this day personally appeared before me Max E. Ross and Joyce Ross to me known to be the individual who executed the written and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 20th day of Sept, 1985.

Robert A. Ullrich
Notary Public in and for the
State of Washington, residing
at Bellevue.

Bristol View, Division II
Lot 17

The undersigned Individual acknowledges receipt of and hereby consents to accept the Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Bristol View (King County recording # 8312220716).

x *Teri Richardson*

8510020659

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me TERI RICHARDSON to me known to be the individual who executed the written and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of 29, 1985.

Wynn O. Smith
Notary Public in and for the
State of Washington, residing
at WOODINVILLE.

17
Bristol View, Division II
Lot 17

The undersigned individual acknowledges receipt of and hereby consents to accept the Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Bristol View (King County recording # 8312220716).

Robert A. Richardson

6510020659

STATE OF WASHINGTON)

COUNTY OF KING)

ss.

On this day personally appeared before me P. RICHARDSON to me known to be the individual who executed the written and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 29 day of JULY, 1985.

Wm O. Encl
Notary Public in and for the
State of Washington, residing
at Woodinville.

Filed for Record at Request of
and After Recording Return to

Michael G. Fulbright, Esq.
Haggard, Tousley & Brain
Suite 1700
720 Olive Way
Seattle, WA 98101

RECORDED THIS DAY

DEC 22 2 52 PM '83

CLERK OF
COUNTY OF KING

83/12/22 #0716 D
RECD F 35.00
CRSHSL ***35.00
22

DECLARATION

AND

COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS
AND RESERVATIONS

FOR

BRISTOL VIEW

8312220716

KEEP IN BASE: 125X14-16

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THIS DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS, (this "Declaration") is made by Linda N. Mowat and David A. Mowat (collectively "Declarant") as of this 16TH day of DECEMBER, 1983.

RECITALS

Declarant is the owner of certain real property (the "Property") in King County, Washington, identified as Parcel I on Exhibit 1 hereto.

The Property was subdivided as shown in the plat for Bristol View Division 1 recorded in volume 125 of Plats, pages 14, records of King County, Washington.

Declarant wishes to subject the Property to this Declaration.

NOW, THEREFORE, Declarant declares that the Property subject to all restrictions and easements of said plat, shall be held, conveyed and occupied subject to the covenants, conditions, restrictions, easements, assessments, and liens hereinafter set forth.

ARTICLE 1. DEFINITIONS

Section 1.1 Words Defined. For the purposes of this Declaration and any amendments hereto, the following terms shall have the following meanings:

1.1.1 "Association" shall mean Bristol View Owners' Association described in Article 4 of this Declaration, its successor and assigns.

1.1.2 "Board" shall mean the board of directors of the Association.

1.1.3 "Common Area" and "Common Area Improvements" shall each have the meaning set forth in Section 3.1.

1.1.4 "Construction" and "Constructed" shall mean any construction, reconstruction, erection or alteration of an Improvement, except wholly into your alterations to a then existing Structure.

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1.1.5 "Declarant" shall mean Linda N. Mowat and David A. Mowat and their heirs, successors and assigns.

1.1.6 "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions, and Reservations for Bristol View, as it may from time to time be amended.

1.1.7 "Entrance Easement", shall have the meaning set forth in Section 3.1 hereof.

1.1.8 "First Mortgage" and "First Mortgagee" shall mean, respectively, (a) a recorded Mortgage on a Lot that has legal priority over all other Mortgages thereon, and (b) the holder of a first mortgage. For purposes of determining the percentage of First Mortgagees approving a proposed decision or course of action in cases where a Mortgagee holds First Mortgages on more than one Lot, such Mortgagee shall be deemed a separate Mortgagee for each such First Mortgage so held.

1.1.9 "Lot" shall mean any one of the twenty-four lots numbered 1 through 24 on the Plat of Bristol View Division 1, and identified as Parcel 1 on Exhibit 1 hereto, and, when (and if) the Property is expanded to include a Subsequent Phase, the Lots added to the Property by the Subsequent Phase, together with the Structures and improvements thereon.

1.1.10 "Mortgage" shall mean a recorded mortgage or deed of trust that creates a lien against a Lot and shall also mean a real estate contract for the sale of a Lot.

1.1.11 "Mortgagee" shall mean the beneficial owner, or the designee of the beneficial owner, of an encumbrance on a Lot created by a mortgage or deed of trust and shall also mean the vendor, or the designee of a vendor, of a real estate contract for the sale of a Lot.

1.1.12 "Owner" shall mean the record owner, whether one or more Persons, of fee simple title to a Lot within the Property, including a contract seller except those having such interest merely for the performance of an obligation.

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1.1.13 "Parcel" shall mean the Parcels of land described in Exhibit 1 as Parcel I and Parcel II.

1.1.14 "Participating Builder" shall mean a person who acquires from Declarant two or more Lots for the purpose of improving the same for resale to future Owners.

1.1.15 "Person" shall mean an individual, corporation, partnership, association, trustee, or other legal entity.

1.1.16 "Phase" shall have the meaning set forth in Article II.

1.1.17 "Plat" shall mean the recorded plat of Bristol View Division 1 and any amendments, corrections or addenda thereto subsequently recorded and the recorded plat of Parcel II and any amendments, corrections or addenda thereto subsequently recorded when Parcel II is added to the Property by a Subsequent Phase Certificate.

1.1.18 "Property" shall mean the land and all improvements and Structures now or hereafter placed on the land described on Exhibit 1 as Parcel I. When (and if) the Declarant records the Subsequent Phase Certificate, the word "Property" from the time of such recording shall mean the land and all improvements and Structures now or hereafter placed on Parcel I plus the Parcel II added to the Property by the Subsequent Phase Certificate.

1.1.19 "Structure" shall mean any building, fence, wall, driveway, walkway, patio, swimming pool, or the like.

1.1.20 "Subsequent Phase" and "Subsequent Phase Certificate" shall have the meanings ascribed to them in Article II.

1.1.21 "Transition Date" is defined in Section 5.10.

Section 1.2 Form of Words. The singular form of words shall include the plural and the plural shall include the singular. Masculine, feminine, and neuter pronouns shall be used interchangeably.

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ARTICLE 2. DEVELOPMENT IN PHASES; DESCRIPTION OF LAND

Section 2.1 Intention to Develop in Phases. Declarant proposes to develop the Property in Phases on the Parcels of land described in Exhibit A. The First Phase, consisting of Parcel I only, is the initial Phase.

Section 2.2 Expansion into Subsequent Phase. Declarant expects to expand the Property into one Subsequent Phase by adding Parcel II, but is not required to do so at all. If Declarant elects to expand the Property into a Subsequent Phase, they may do so by recording a Subsequent Phase Certificate that specifies the Parcel then being added to the Property. Upon the recording of a Subsequent Phase Certificate, the Property (i.e., the First Phase) shall be merged into and become a part of the next Subsequent Phase as a single, unified property, and this Declaration and rules and regulations of the Association (if any) shall immediately become applicable to the Parcel added by the Subsequent Phase. The Subsequent Phase and this Declaration shall, however, each be subject to the Plat of the Subsequent Phase.

Section 2.3 Number of Lots in Subsequent Phases. The number of Lots on the Parcel I that constitutes the First Phase is 24 and, if the Property is expanded into the Subsequent Phases, the maximum number of Lots that may be on Parcel II is 17. The maximum numbers of Lots stated above will be applicable only to Parcel II if it is hereafter added to the Property.

Section 2.4 Joint Maintenance of Easement Area. When (and if) the Property is expanded from the First Phase into the Subsequent Phase, all of the Easement Area of the Subsequent Phase will be for the enjoyment of the entire Property and all of the Lot Owners in the Property shall share in the subsequent expenses of maintaining, repairing, and replacing it as may be necessary.

Section 2.5 Election Not to Expand to Subsequent Phase. If Declarant does not add all of the Parcel II to the Property, the First Phase shall constitute a complete, fully operational development and the Parcel of land not encompassed by the Property may be used for any lawful purpose that is allowed by the zoning and other applicable land use laws and regulations. Declarant shall no longer have the power to expand the Property into a Subsequent Phase after five years have

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elapsed from the date of the first recording of a deed to a Lot purchaser other than a Participating Building. If Declarant determines that it will not expand the Property into a Subsequent Phase, it may record a certificate signed only by Declarant describing the land that will not be added to the Property.

ARTICLE 3. COMMON AREAS AND EASEMENTS

Section 3.1 Common Areas. "Common Areas" shall include any and all easements, improvements and facilities reserved, set forth, described or depicted in a Plat of any portion of the Property, including, without limitation, access easements, storm water retention and detention systems and easements, drainage channels and easements. In addition, if Parcel II is added to the Property by a Subsequent Phase Certificate, Declarant may elect to reserve a landscaping easement, sign easement and such other easements as Declarant deems appropriate over portions of the Lots within Parcel II (collectively the "Future Easements"), and until such landscaping, signs and other improvements (collectively the "Future Improvements") as Declarant deems appropriate in the areas subject to the Future Easements. The Future Easements and the Future Improvements shall be (i) described as to location and purpose in either the Subsequent Phase Certificate or another recorded instrument executed by Declarant which refers to this Section 3.1 of this Declaration and (ii) for the benefit of the Association all Owners and Declarant and (iii) deemed part of the Common Areas upon the recording of such Subsequent Phase Certificate or other recorded instrument. The Owners of the Lots subject of the Common Areas shall not in any manner interfere with the Association's maintenance, use and operation of the Common Areas, but such Owners may use the Common Areas within their respective Lots in a manner that does not so interfere.

Section 3.2 Alteration of Common Area. Nothing shall be altered or constructed upon or removed from the Common Area except upon the prior written consent of the Board.

Section 3.3 Easements for Utilities and Drainage. Declarant does hereby establish, create and reserve for the benefit of themselves, the Association and all Owners, an easement (the "Utilities and Drainage Easement") for the installation and maintenance of utility lines and drainage facilities over a five (5) foot wide

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strip measured from the front and rear lines of each Lot and over a two and one-half (2-1/2) foot wide strip measured from each side Lot line of each Lot. No Lot Owner shall allow or permit any structure or landscaping to be located, installed or grow upon the area subject of the Utilities and Drainage Easement which might in any way damage or interfere with the installation and operation of utility lines or drainage facilities. Each person utilizing the Utilities and Drainage Easement areas located on another's Lot shall promptly restore such area to a condition as close to its original condition as reasonably practical after making such use. Each Lot Owner shall maintain the area of his Lot subject of the Utilities and Drainage Easement in a condition which will not interfere with the operation and maintenance of utility lines and drainage facilities.

ARTICLE 4. CONSTRUCTION ON LOTS AND USE OF LOTS

Section 4.1 Uniformity of Use and Appearance.

One of the purposes of this Declaration is to assure within the Property (i) a uniformity of use and quality of workmanship, materials, design, maintenance and location of Structures with respect to topography and finish grade elevation and (ii) that there will be no undue repetition of external designs. It is in the best interests of each Owner that such uniformity of use be maintained as hereinafter provided. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single family dwelling. Accessory Structures including carports and storage buildings are permitted as allowed by the requirements of this Article 4. Notwithstanding anything herein set forth, the Construction of any Structure shall comply with the more restrictive of either (i) the terms and conditions of this Declaration or (ii) the laws, codes, ordinances and regulations of any governmental entity having jurisdiction.

Section 4.2 Submission of Plans. Before commencing Construction of any Structure on any Lot, the Owner shall submit to the Board two (2) complete sets of detailed building, Construction, surface water run-off control and landscaping plans and specifications and a site plan showing the location of all proposed Structures (the plans, specifications and site plans are individually and collectively referred to herein as the "Plans"). The Plans shall be submitted in a form satisfactory to the Board, which may withhold its approval by reason of its reasonable dissatisfaction with the location of the

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Structure on the Lot, color scheme, finish, architecture, height, impact on view from another Lot or Lots, appropriateness of the proposed Structure, materials used therein, or because of its reasonable dissatisfaction with any other matter which, in the reasonable judgement of the Board, would render the proposed Structure inharmonious with the general plan of development of the Property or other Structures nearby. The Board's approval or disapproval of Plans shall be in writing and approval shall be evidenced by written endorsement on such Plans, one copy of which shall be delivered to the Owner of the Lot upon which the Structure is to be Constructed. If the Board, or its designated representative, fails to approve or disapprove Plans within thirty (30) days of submission, then the Plans shall be deemed approved as submitted. In any judicial action to enforce the Board's decision the losing party shall pay the prevailing party's attorney's fees and costs including those incurred in connection with any appeal.

Section 4.3 Construction. No Structure shall be Constructed or caused to be Constructed on any Lot unless the Plans for the Structure, including landscaping, have been approved in writing by the Board. The Board's review and approval or disapproval of Plans on the basis of cost, aesthetic design, harmony with previously approved Structures on or about other Lots in the Property, and location, shall be absolute and enforceable in any court of competent jurisdiction. The Board's approval of any Plans, however, shall not constitute any warranty or representation whatsoever by the Board or any of its members that such Plans were examined or approved for engineering or structural integrity or sufficiency or compliance with applicable governmental laws, codes, ordinances and regulations, and each Owner hereby releases any and all claims or possible claims against the Board or any of them, and their heirs, successors and assigns, or of any nature whatsoever, based upon engineering or structural integrity or sufficiency or compliance with applicable governmental laws, codes, ordinances and regulations.

Section 4.4 Minimum Size. The floor area of the main house Structure, exclusive of open porches and garages shall be not less than (i) 2,300 square feet for a dwelling containing a single level, (ii) 2,500 square feet for a dwelling containing two levels and (iii) 2,400 square feet for a dwelling containing three levels.

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Section 4.5 Use Restrictions.

Section 4.5.1 Residential Use. The dwellings within the Structures are intended for and restricted to use as single family residences only, on an ownership, rental, or lease basis, and for social, recreational, or other reasonable activities normally incident to such use. In addition to the foregoing, Declarant and any Participating Builder may use dwellings it owns as sales offices and models for sales of other Lots.

Section 4.5.2 Maintenance of Buildings and Lots. Each Owner shall, at the Owner's sole expense, keep the interior and exterior of the Structure on the Owner's Lot and the Lot in a clean and sanitary condition, free of rodents and pests, and in good order, condition and repair and shall do all redecorating, painting, landscaping, and maintenance at any time necessary to maintain the appearance and condition of the Structure and the Lot.

Section 4.5.3 Completion of Construction. Any Structure erected or placed on any Lot shall be completed as to external appearance within eight months from the date Construction is started. All Lots shall be maintained in a neat and orderly condition during Construction.

Section 4.5.4 Parking. Trucks, campers, trailers, boats, motorcycles or vehicles not in operable condition and current use shall not be parked on any Lot, in a location visible from any street. No such vehicles shall be parked over night on any street adjoining any Lot; provided that such vehicles belonging to guests may occasionally be so parked.

Section 4.5.5 Signs. No sign of any kind shall be displayed to the public view on or from any Lot without the prior written consent of the Board, except for "For Rent" or "For Sale" signs in a form not prohibited by any rules and regulations of the Board. This Section shall not apply to the Declarant or any Participating Builder.

Section 4.5.6 Animals. Animals, including livestock, domestic animals, poultry, reptiles and living creatures of any kind, hereinafter may only be kept in the rear yard areas of Lots within the Property, provided that no such animals are raised, bred or kept on any Lot for commercial purposes. No more than two horses or two of any other livestock animals or combinations thereof shall

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be kept on any Lot. Also, household pets shall not exceed three in number; provided that unweaned puppies or kittens may be kept. All animal enclosures must be kept in a clean, neat and odor-free condition at all times. All animals must be kept at a distance of not less than 70 feet from abutting Structures and erosion control Structures if directed by the Board. The Board may at any time require the removal of any pet which it finds is disturbing other Owners or tenants unreasonably, in the Board's determination, and may exercise this authority for specific pets even though other pets are permitted to remain. Notwithstanding anything set forth herein all Owners shall comply with all applicable governmental laws, codes, ordinances and regulations.

Section 4.5.7 Temporary Structures. No Structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be installed, placed or used on any Lot as a residence, either temporarily or permanently.

Section 4.5.8 Clothes Lines. No washing, rugs, clothing, apparel or any other article shall be hung from the exterior of any Structure or on a Lot so as to be visible from the streets and roadways adjoining the Lots.

Section 4.5.9 Radio and Television Aerials. No television or radio aerial shall be erected or placed on any Lot which is more than six (6) feet in height above the highest point (exclusive of chimneys) on the Structure upon which it is erected. No rotary beams, separate towers or other similar devices shall be constructed on any Lot. No satellite receiving dishes or other such electronic receiving devices shall be located on any Lot in a location that is visible from the adjoining streets and roadways.

Section 4.5.10 Trash Containers and Debris. All trash shall be placed in containers which shall be placed in sanitary containers either buried or screened so as not to be visible from adjoining Structures or streets or roadways. No Lot or any portion thereof shall be used as a dumping ground for trash or rubbish of any kind. Yard rakings, dirt and debris resulting from landscaping work or Construction shall not be dumped on to adjoining lots or streets or roadways. Compost piles may be kept upon the Lots provided they are kept in a clean, neat and sanitary condition.

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Section 4.5.11 Offensive Activity. No noxious or offensive activity shall be carried on in any Lot, nor shall anything be done therein which may be or become an annoyance or nuisance to other Owners or tenants.

Section 4.5.12 Setbacks. No Structure shall be located closer than (i) 30 feet from the front line of any Lot, (ii) ten (10) feet from the side lines of any Lot and (iii) twenty-five (25) feet from the rear line of any Lot; provided that accessory buildings may be located closer to the various Lot lines if approved by the Board in writing in advance. For purposes of this Section, eaves, steps and open porches shall not be considered as part of the Structure; provided that this Section shall not be construed to permit any portion of a Structure on any Lot to encroach upon any other Lot. All Structures shall also comply with all applicable governmental laws, codes, ordinances and regulations pertaining to setbacks.

Section 4.5.13 Fences. No fences shall be constructed on any Lot except as approved by the Board. All such fences shall be constructed in a good and workman-like manner of suitable fencing materials and shall be artistic in design and shall not detract from the appearance of any adjacent Structures.

Section 4.5.14 Underground Utilities. All utility lines located outside a dwelling unit shall be in conduits attached to such units or underground.

Section 4.5.15 Drainage. Any and all drainage from a Lot which causes erosion problems in the reasonable opinion of the Board shall be piped at the Lot Owners expense to the nearest underground public storm sewer line, street ditch or drywell. To extent practical, roof drains shall be connected to public storm sewer systems and where they cannot be so connected they shall be (i) connected to gravel drywells at least two (2) feet wide, twenty (20) feet long and two (2) feet deep, and (ii) covered with six (6) feet of earth with an overflow pipe at the top.

Section 4.5.16 Tree Cutting. No trees with a diameter of six (6) inches or more, measured at a height three (3) feet above ground level, may be removed from any Lot without the prior approval of the Board. The removal

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of any such trees reasonably necessary to construct or install any Structures approved by the Board shall be deemed authorized by the Board.

Section 4.5.17 Damage. Any damage to streets, plat improvements, entry structure, fences, landscaping, mailboxes, lights and lighting standards by Lot Owners, their children, contractors, agents, visitors, friends, relatives or service personnel shall be repaired by such Owner within 12 days from the occurrence of such damage.

Section 4.5.18 Yard Lamps. Each Lot shall have at least one (1) yard lamp in the front ten (10) feet thereof. Such lamps shall be attractive in appearance and at least three (3) feet, but not more than eight (8) feet in height. Such lamps shall be approved by the Board before installation.

Section 4.5.19 Sewage Disposal. No individual sewage disposal system shall be permitted on any Lot unless such system shall be designed, located, constructed and maintained in accordance with all applicable governmental laws, ordinances and regulations. All related drain field areas shall not be disturbed in any way except during installation and maintenance activities.

Section 4.5.20 Driveways. All driveways shall be surfaced with asphalt or a better material. All concrete driveways shall have an expansion joint at the property line and drain properly to street drainage systems or other appropriate means.

Section 4.5.21 Landscaping Completion. The landscaping of all front yards must be completed within three (3) months from the date of the completion of the exterior of the dwelling unit located thereon, provided that such period may be extended by the Board in the event of undue hardship caused by adverse weather conditions.

ARTICLE 5. BRISTOL VIEWOWNERS' ASSOCIATION.

Section 5.1 Form of Association. The Owners of Lots within the Property shall constitute the Bristol View Owners' Association, which will be a nonprofit organization; provided, that from and after the formation of such nonprofit organization, the rights and duties of the members and of the organization shall continue to be governed by the provisions of this Declaration.

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Section 5.2 Board of Directors. The affairs of the Association shall be governed by a Board of Directors (the "Board") which shall be composed of three members. The initial Board shall be composed of Linda N. Mowat, Michael L. Smith and Vincent Perese. Subject to any specific requirements hereof, the Board shall have authority to establish operating rules and procedures. A majority of the Board may designate one or more of its members as a representative to act for it. In the event of death or resignation of any member or members of the Board, the remaining member or members shall have full authority to appoint a successor member or members. Members of the Board shall not be entitled to any compensation for services performed pursuant to this Declaration. Upon the Transition Date and without further action by any person or persons, (i) the term of the initial Board members or their successors shall end, and (ii) the initial Board members and their then successors shall be released by from any and all liability whatsoever for claims arising out of or in connection with this Declaration, exempting only claims arising prior to the Transition Date.

Section 5.3 Qualification for Membership. Each fee owner of a Lot (including Declarant) on the Property shall be a member of the Association and shall be entitled to one membership and one vote for each Lot owned; provided, that if a Lot has been sold on contract, the contract purchaser shall exercise the rights of an Owner for purposes of the Association, and this Declaration except as hereinafter limited, and shall be the voting representative unless otherwise specified. Ownership of a Lot shall be the sole qualification for membership in the Association.

Section 5.4 Transfer of Membership. The Association membership of each Owner (including Declarant) shall be appurtenant to the Lot giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed, or alienated in any way except upon the transfer of title to the Lot and then only to the transferee of title to the Lot. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association to the new Owner.

Section 5.5 Number of Votes. The total voting power of the Association at any given time shall equal the number of Lots included within the Property at that time.

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The Owner or Owners of each Lot within the Property shall be entitled to one vote. If a Person (including Declarant) owns more than one Lot, he or she shall have the votes appertaining to each Lot owned.

Section 5.6 Voting. If a Lot is owned by husband and wife and only one of them is at a meeting, the one who is present will represent the marital community. The vote for a Lot must be cast as a single vote, and fractional votes shall not be allowed. If joint Owners are unable to agree among themselves how their vote shall be cast, they shall lose their right to vote on the matter in question.

Section 5.7 Pledged Votes. An Owner may, but shall not be obligated to, pledge his vote on all issues or on certain specific issues to a Mortgagee; provided, however, that if an Owner is in default under a Mortgage on his Lot for 90 consecutive days or more, the Owner's Mortgagee shall automatically be authorized to declare at any time thereafter that the Lot Owner has pledged his vote to the Mortgagee on all issues arising after such declaration and during the continuance of the default. If the Board has been notified of any such pledge to a Mortgagee, only the vote of the Mortgagee will be recognized on the issues that are subject to the pledge.

Section 5.8 Annual and Special Meetings. Within the period commencing 30 days before the Transition Date and ending 30 days after the Transition Date, there shall be a meeting of the members of the Association and thereafter there shall be an annual meeting of the members of the Association in the first quarter of each fiscal year at such reasonable place and time as may be designated by written notice from the Board delivered to the Owners no less than 30 days before the meeting. At the first such meeting, and at each annual meeting thereafter, the Owners shall elect by majority vote individuals to serve as Board members until a successor is elected at the next annual meeting. Each Lot shall be entitled to one vote for each director and the voting for directors shall be non-cumulative. The financial statement for the preceding fiscal year (if any) and the budget the Board has adopted for the pending fiscal year shall be presented at the annual meeting for the information of the members. Special meetings of the members of the Association may be called at any time upon not less than 14 days prior written notice to all Owners, for the purpose of considering matters which require the

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approval of all or some of the Owners, or for any other reasonable purpose. Any First Mortgagee of a Lot may attend or designate a representative to attend the meetings of the Association.

Section 5.9 Books and Records. The Board shall cause to be kept complete, detailed, and accurate books and records of the receipts and expenditures (if any) of the Association, in a form that complies with generally accepted accounting principles. The books and records, authorizations for payment of expenditures, and all contracts, documents, papers, and other records of the Association shall be available for examination by the Lot Owners, Mortgagees, and the agents or attorneys of either of them, during normal business hours and at any other reasonable time or times.

Section 5.10 Transition Date. The "Transition Date" shall be the date control of the Board passes from Declarant to the Association. The Transition Date will be either (i) the date designated by Declarant in a written notice to the Owners, which date may be by Declarant's election any date after this Declaration has been recorded or (ii) the later of (a) three years after the recording of this Declaration or (b) the 120th day after Declarant has transferred title to the purchasers of Lots representing 70% of the total voting power of all Lot Owners in the Association or (iii) five years from the recording of this Declaration. For purposes of the foregoing clause (ii), however, transfer of title to a Lot by Declarant to any Participating Builder shall be disregarded in title to any Lot owned by Participating Building shall not be deemed transferred for purposes of determining the Transition Date until the Lot is further transferred by Participating Builder to a purchaser who is not either a Participating Builder or Declarant. From and after the Transition Date the then Owners of 60% of the Lots in the Property shall have the power through a written instrument recorded in the real property Records of King County, Washington to restrict or eliminate, and to the Board, all or any of the approval powers and duties, but excluding the duty to maintain the Common Areas, of the Board set forth in this Declaration.

ARTICLE 6. NOTICES FOR ALL PURPOSES.

All notices given under the provisions of this Declaration or rules or regulations of the Association shall be in writing and may be delivered either personally

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or by mail. If delivery is made by mail, the notice shall be deemed to have been delivered on the third day of regular mail delivery after a copy has been deposited in the United States mail, first class, postage prepaid, addressed to the Person entitled to such notice at the most recent address known to the Board. Mailing addresses may be changed by notice in writing to the Board. Notices to the Board may be given to any Board member or mailed to the following address:

Board of Directors
Bristol View Homeowners Association
1140 140th Avenue N.E.
Bellevue, Washington 98005

The Board's address may be changed from time to time by the execution and recording of an instrument in the real property Records of King County, Washington which (i) refers to this Declaration and this Article VI and (ii) sets forth the Board's new address.

ARTICLE 7. AUTHORITY OF THE BOARD.

Section 7.1 Adoption of Rules and Regulations.

The Board is empowered to adopt, amend, and revoke on behalf of the Association detailed administrative rules and regulations necessary or convenient from time to time to insure compliance with the general guidelines of this Declaration to promote the comfortable use and enjoyment of the Property and to govern the operation and procedures of the Association. The rules and resolutions may, without limitation, authorize voting by proxy or mail, or both, on Association matters. The rules and regulations of the Association shall be binding upon all Owners and occupants and all other Persons claiming any interest in the Property.

Section 7.2 Enforcement of Declaration, Etc.

The Board shall have the power to enforce the provisions of this Declaration, and the rules and regulations of the Association for the benefit of the Association. The failure of any Owner to comply with the provisions of this Declaration, or the rules and regulations of the Association will give rise to a cause of action in the Association (acting through the Board) and any aggrieved Lot Owner for recovery of damages, or injunctive relief, or both. If a legal action is brought to interpret or enforce compliance with the provisions of this Declaration, or the rules or regulations of the

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Association, the prevailing party shall be entitled to judgement against the other party for its reasonable expenses, court costs, and attorney's fees in the amount awarded by the Court.

Section 7.3 Goods and Services. The Board shall acquire and pay for as common expenses of the Association all goods and services reasonably necessary or convenient for the efficient and orderly maintenance of all portions of the Common Areas not maintained by public utility companies or a governmental entity. The goods and services shall include (by way of illustration and not limitation) utility services for the Common Areas; policies of insurance; and maintenance, repair, landscaping, gardening, and general upkeep of the Common Areas. The Board may hire such employees as it considers necessary.

Section 7.4 Protection of Common Area. The Board may spend such funds and take such action as it may from time to time deem necessary to preserve the Common Areas, settle claims, or otherwise act in what it considers to be the best interests of the Association.

ARTICLE 8. BUDGET AND ASSESSMENT FOR COMMON EXPENSES.

Section 8.1 Fiscal Year; Preparation of Budget. The Board may adopt such fiscal year for the Association as it deems to be convenient. Unless another year is adopted, the fiscal year will be the calendar year. As soon as the Board in its discretion deems advisable and prior to the expiration of each fiscal year thereafter, the Board shall establish a budget for the costs of maintaining the Common Area during the ensuing fiscal year. The Board shall then assess each Lot within the Property with its pro rata share, based upon the number of Lots then within the Property, of such estimated costs. The Board, at its election, may require the Lot Owners to pay the amount assessed in equal monthly or quarterly installments or in a lump sum annual installment. The Board shall notify each Lot Owner in writing at least ten days in advance of each assessment period of the amount of the assessment for said period, which notice shall be accompanied by a copy of the budget upon which the assessment is based. The assessments levied by the Board shall be used exclusively to promote the recreation, health, safety and welfare of the Lot Owners and for the improvement and maintenance of the Common Areas.

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Section 8.2 Certificate of Unpaid Assessments.

Any failure by the Board or the Association to make the budget and assessments hereunder before the expiration of any fiscal year for the ensuing fiscal year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of the Owners from the obligation to pay assessments during that or any subsequent year, and the assessment amount and payment method established for the preceding fiscal year (if any) shall continue until a new assessment is established. Upon the request of any Owner or Mortgagee or prospective Owner or prospective Mortgagee of a Lot, the Board will furnish a statement of the amount, if any, of unpaid assessments charged to the Lot. The statement shall be conclusive upon the Board and the Association as to the amount of such indebtedness on the date of the statement in favor of all purchasers and Mortgagees of the Lot who rely on the statement in good faith. All assessments and other receipts received by the Association shall belong to the Association.

Section 8.3 Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Lots at such time as the Board in its absolute discretion deems advisable. The first annual assessment shall be adjusted according to the number of months remaining in the fiscal year.

ARTICLE 9. LIEN AND COLLECTION OF ASSESSMENTS.

Section 9.1 Assessments Are a Lien; Priority.

All unpaid sums assessed by the Association for the share of the common expenses chargeable to any Lot and any sums specially assessed to any Lot under the authority of this Declaration shall constitute a lien on the Lot and all its appurtenances from the date the assessment becomes due and until fully paid. The lien for such unpaid assessments shall be subordinate to tax liens on the Lot in favor of any assessing unit and or special district, and to all sums unpaid on all First Mortgages of record, but, to the extent permitted by applicable law, shall have priority over all other liens against the Lot. A First Mortgagee that obtains possession through a Mortgage foreclosure or deed of trust sale, or by taking a deed in lieu of foreclosure or sale, or a purchaser at a foreclosure sale, shall take the Lot free of any claims for the share of common expenses or assessments by the Association chargeable to the Lot which became due before such possession, but will be liable for the common expenses and

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assessments that accrue after the taking of possession. The Lot's past-due share of common expenses or assessments shall become new common expenses chargeable to all of the Lot Owners, including the Mortgagee or foreclosure sale purchaser and their successors and assigns, in proportion to the number of Lots owned by each of them. Notwithstanding any of the foregoing, however, the Owner and the real estate contract purchaser shall continue to be personally liable for past due assessments as provided in Section 9.3. For purposes of this Section, "Mortgage" does not include a real estate contract and "Mortgagee" does not include the vendor or the assignee or designee of a vendor of a real estate contract.

Section 9.2 Lien May Be Foreclosed. The lien for delinquent assessments may be foreclosed by suit by the Board, acting on behalf of the Association, in like manner as the foreclosure of a mortgage of real property. The Board, acting on behalf of the Association, shall have the power to bid in the Lot at the foreclosure sale, and to acquire and hold, lease, Mortgage, and convey the same.

Section 9.3 Assessments Are Personal Obligations. In addition to constituting a lien on the Lot, all sums assessed by the Association chargeable to any Lot, together with interest, late charges, costs and attorneys' fees in the event of delinquency, shall be the joint and several personal obligations of the Owner and any contract purchaser of the Lot when the assessment is made and their grantees. Suit to recover personal judgment for any delinquent assessments shall be maintainable without foreclosing or waiving the liens securing them.

Section 9.4 Late Charges and Interest on Delinquent Assessments. The Board may from time to time establish late charges and a rate of interest to be charged on assessments that may thereafter become delinquent. In the absence of another established, nonusurious rate, delinquent assessments shall bear interest at the rate of 12% per annum. If a installment on an assessment against a Lot is not paid when due, the Board may elect to declare the entire assessments against the Lot for the remainder of the fiscal year to be immediately due and payable.

Section 9.5 Recovery of Attorneys' Fees and Costs. In any action to collect delinquent assessments the prevailing party shall be entitled to recover as a

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part of its judgment a reasonable sum for attorneys' fees and all costs and expenses reasonably incurred in connection with the action, in addition to taxable costs permitted by law.

Section 9.6 Remedies Cumulative. The remedies provided herein are cumulative and the Board may pursue them, and any other remedies which may be available under law although not expressed herein, either concurrently or in any order.

Section 9.7 No Avoidance of Assessments. No Owner may avoid or escape liability for assessments provided for herein by abandoning his or her Lot.

ARTICLE 10. FAILURE OF BOARD TO INSIST ON STRICT PERFORMANCE NO WAIVER.

The failure of the Board in any instance to insist upon the strict compliance with this Declaration or or rules and regulations of the Association, or to exercise any right contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of any term, covenant, condition, or restriction. The receipt by the Board of payment of any assessment from an Owner, with knowledge of any breach by the Owner, shall not be a waiver of the breach. No waiver by the Board of any requirement shall be effective unless expressed in writing and signed for the Board.

ARTICLE 11. LIMITATION OF LIABILITY.

So long as a Board member, or Association member, or Declarant has acted in good faith, without willful or intentional misconduct, upon the basis of such information as is then possessed by such Person, then no such Person shall be personally liable to any Owner, or to any other Person, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of such Person; provided, that this Article shall not apply where the consequences of such act, omission, error, or negligence are covered by any insurance actually obtained by the Board.

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ARTICLE 12. INDEMNIFICATION.

Each Board member, and Declarant shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of holding or having held such position, or any settlement thereof, whether or not he holds such position at the time such expenses or liabilities are incurred, except to the extent such expenses and liabilities are covered by insurance and except in such cases wherein such Person is adjudged guilty of willful misfeasance in the performance of his or her duties; provided, that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being for the best interests of the Association.

ARTICLE 13. INSURANCE.

At such times as the Board deems appropriate, the Board shall cause the Association to purchase and maintain as a common expense a policy or policies which the Board deems necessary or desirable to provide casualty insurance; comprehensive liability insurance; with such deductible provisions as the Board deems advisable; insurance, if available, for the protection of the Association's directors, and representatives from personal liability in the management of the Association's affairs; and such other insurance as the Board deems advisable. The Board shall review the adequacy of the Association's insurance coverage at least annually.

ARTICLE 14. DAMAGE AND REPAIR OF DAMAGE TO PROPERTY.

In the event of any casualty, loss or other damage to the Common Area for which the then current assessments by the Board are insufficient to repair, or restore or for which there are not insurance proceeds or insufficient insurance proceeds available to the Board for such restoration or repair, the Board may make a special assessment against each Lot within the Property for its pro rata share of the cost and expenses to repair and or restore the Common Areas. The special assessment shall be payable, at the determination of the Board, and either monthly or quarterly installments or in a single lump sum amount. The Board shall notify each Lot Owner of any such special assessment not less than 20 days prior to the date

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such special assessment or the first installment thereon is due and payable, which notice shall be accompanied by a reasonably detailed statement of the Board's estimated costs and expenses of repairing and or restoring the Common Areas.

ARTICLE 15. AMENDMENTS OF DECLARATION.

Any Lot Owner may propose amendments to this Declaration to the Board. A majority of the members of the Board may cause a proposed amendment to be submitted to the members of the Association for their consideration. If an amendment is proposed by Owners of 20% or more of the Lots, then, irrespective of whether the Board concurs in the proposed amendment, it shall be submitted to the members of the Association for their consideration at their next regular or special meeting for which timely notice may be given. Notice of a meeting at which an amendment is to be considered shall include the text of the proposed amendment. Amendments may be adopted at a meeting of the Association or by written consent of the requisite number of Persons entitled to vote, after notice has been given to all Persons entitled to receive notice of a meeting of the Association. The unanimous consent of all Owners shall be required for adoption of either (1) an amendment changing the voting power or portion of assessments appurtenant to each Lot, or (2) an amendment of Section 4.7 or of this Article 15. All other amendments shall be adopted if approved by 60% of the Lot Owners. Once an amendment has been adopted by the Association, the amendment will become effective when a certificate of the amendment, executed by two members of the Board, has been recorded in the real property records of King County, Washington.

ARTICLE 16. ANNEXATION AND SUBDIVISION

Residential property other than Parcel II and Common Areas other than those within Parcel I or Parcel II may be annexed or added to the Property only with the consent of two-thirds of the of the Association. No Lot shall be subdivided or combined without the approval of all Lot Owners.

ARTICLE 17. DURATION.

The covenants, conditions, and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the

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Owners, their respective legal representatives, heirs, successors, and assigns, for a period of thirty years from the date this Declaration is recorded, after which time the covenants, conditions and restrictions shall be automatically extended for successive periods of ten years each unless an instrument signed by a majority of the then Owners has been recorded agreeing to terminate the covenants, conditions and restrictions.

ARTICLE 18. RESERVATION OF RIGHT TO AMEND TO COMPLY WITH FNMA, FHLMC, OR FHA REQUIREMENTS.

Section 18.1 Amendment by Declarant. Declarant reserves the right to amend the Declaration as may be necessary to comply with Federal Home Loan Mortgage Corporation ("FHLMC") or Federal National Mortgage Association ("FNMA") or Federal Housing Administration ("FHA") regulations or requirements as necessary to enable the holders of first mortgages or deeds of trust to sell first mortgages or deeds of trust to FHLMC or FNMA or if such amendment is necessary to secure funds or financing provided by, through or in conjunction with FHLMC or FNMA or FHA.

Section 18.2 Authorization to Amend. If Declarant, at its option, determines that it is necessary so to amend the Declaration, then Declarant, on behalf of all Lot Owners in the Association, is hereby authorized to execute and to have recorded (or filed, in the case of the Articles) said required amendment or amendments. All Lot Owners hereby grant to Declarant a full and complete power of attorney to take any and all actions necessary to effectuate and record said amendment or amendments and agree that said amendment or amendments shall be binding upon their respective Lots and upon them and their heirs, personal representatives, successors and assigns to the same extent as if they had personally executed said amendment or amendments. All Lot Owners hereby acknowledge and agree that the power of attorney granted herein shall be deemed coupled with an interest and shall be irrevocable.

Section 18.3 Duration. Declarant's rights under this Article shall exist only until the Transition Date.

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ARTICLE 19. SEVERABILITY.

The provisions of this Declaration shall be independent and severable, and the unenforceability of any one provision shall not affect the enforceability of any other provision, if the remainder effects the common plan.

ARTICLE 20. EFFECTIVE DATE.

This Declaration shall be effective upon recording.

ARTICLE 21. ASSIGNMENT BY DECLARANT.

Declarant reserves the right to assign, transfer, sell, lease, or rent all or any portion of the Property and reserves the right to assign all or any of its rights, duties, and obligations created under this Declaration.

DECLARANT:

Linda N. Mowat
Linda N. Mowat
David A. Mowat
David A. Mowat

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CONSENT OF MORTGAGEE

The undersigned Mortgagee hereby consents to this Declaration and joins in it solely for the purpose of subjecting and subordinating a security interest in the Property or any portion thereof and its appertinences to this Declaration.

MORTGAGEE:

[Signature]

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this day personally appeared before me Linda N. Mowat, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal
this 16th day of December, 1983.

[Signature]
Notary Public in and for the
State of Washington,
residing
at Fall City

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Section 4.6 Damage Deposit. Upon closing, each Owner acquiring a Lot from Declarant shall pay Declarant, in addition to all other amounts which Owner has agreed to pay for the Lot, a \$500 cash deposit (the "Damage Deposit") as security for the performance of the Owner's obligations under Section 4.5.17. If any Owner fails to perform his obligations under Section 4.5.17 within the time period provided therein, Declarant may, but shall not be obligated to, apply the Damage Deposit by such Owner towards the performance of any of such Owner's obligations under Section 4.5.17. Within 30 days following each written notice to Declarant from an Owner who has made a Damage Deposit that the Construction of a dwelling unit and other associated Improvements upon this Lot is complete, or at such earlier date as Declarant in their sole discretion may elect, Declarant shall return that Owner's Damage Deposit hereunder without interest and less any amounts applied in accordance with the provisions hereof. This Section 4.6 shall not in any way limit any Owner's liability under Section 4.5.17 nor prohibit or restrict the Association, any Owner or Declarant from pursuing any other remedy available under this Declaration or other applicable law for violation of Section 4.5.17. No Owner or other Person shall have any claim or right against Declarant due to, arising out of or in connection with Declarant's not (i) exercising any of their rights under this Section 4.6 or (ii) not pursuing any or all other remedies available under this Declaration or under applicable law for a violation of Section 4.5.17. For purposes of this Section 4.6, "closing" shall mean the date a deed for a Lot is recorded.

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STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me David A. Mowat, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

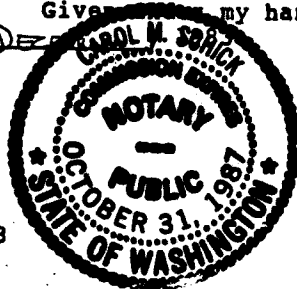
Given under my hand and official seal this 16th day of December, 1983.

Joan Smith
Notary Public in and for the
State of Washington,
residing at Fall City.

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me W.M. Revercomb and W.M. Revercomb, to me known to be the VICE PRESIDENT and the SAVINGS BANK OF PUGET SOUND, respectively, of the corporation that executed the within and 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 they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

Given under my hand and official seal this 22nd day of DECEMBER, 1983.



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Carol M. Schick
Notary Public in and for the
State of Washington,
residing at Kent.

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EXHIBIT #1
TO THE DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS, EASEMENTS,
AND RESERVATIONS

FOR
BRISTOL VIEW

PARCEL #1

LEGAL DESCRIPTION:

That portion of the Southwest quarter of the Southwest quarter of Section 24, Township 26 North, Range 5 East W.M., in King County, Washington, described as follows:

Commencing at the Southwest corner of said subdivision;
thence North $01^{\circ}51'53''$ East along the West line of said subdivision a distance of 973.91 feet to the true point of beginning;
thence continuing North $01^{\circ}51'53''$ East along said West line a distance of 359.51 feet to the Northwest corner of said subdivision;
thence South $88^{\circ}24'40''$ East along the North line of said subdivision a distance of 1286.89 feet to the West right-of-way margin of 168th Avenue N.E.;
thence South $02^{\circ}01'10''$ West along said West right-of-way margin a distance of 1058.82 feet;
thence North $88^{\circ}25'44''$ West a distance of 517.11 feet;
thence North $08^{\circ}45'56''$ East a distance of 203.46 feet to the intersection of a curve the center of which bears North $04^{\circ}25'10''$ East and having a radius of 50.00 feet;
thence Westerly and Northwesterly along said curve through a central angle of $78^{\circ}37'16''$ an arc distance of 68.61 feet to a point of reverse curve having a radius of 25.00 feet;
thence Northwesterly along said curve through a central angle of $42^{\circ}50'00''$ an arc distance of 18.69 feet;
thence North $49^{\circ}47'34''$ West a distance of 206.41 feet to a point of curve to the left having a radius of 25.00 feet;
thence Southwesterly along said curve through a central angle of $95^{\circ}56'03''$ an arc distance of 41.86 feet to a point of compound curve having a radius of 780.00 feet;
thence Southerly along said curve through a central angle of $32^{\circ}24'30''$ an arc distance of 441.19 feet;
thence South $01^{\circ}51'53''$ West a distance of 184.72 feet to a point of curve to the left having a radius of 25.00 feet;
thence Southeasterly along said curve through a central angle of $90^{\circ}17'37''$ an arc distance of 39.40 feet to the Northerly right-of-way margin of N.E. 132nd Street;
thence North $88^{\circ}25'44''$ West along said Northerly right-of-way margin a distance of 110.00 feet to a curve the center of which bears North $01^{\circ}34'16''$ East having a radius of 25.00 feet;
thence Easterly and Northeasterly along said curve through a central

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PARCEL # 1

LEGAL DESCRIPTION (Cont.):

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angle of 89°42'23" an arc distance of 39.14 feet;
thence North 01°51'53" East a distance of 185.28 feet to a point of
curve to the right having a radius of 840.00 feet;
thence Northerly along said curve through a central angle of
10°55'57" an arc distance of 160.28 feet to a point of reverse curve
having a radius of 25.00 feet;
thence Northerly and Westerly along said curve through a central
angle of 91°22'40" an arc distance of 39.87 feet to a point of
compound curve having a radius of 270.00 feet;
thence Westerly along said curve through a central angle of
09°33'18" an arc distance of 45.03 feet;
thence North 88°08'08" West a distance of 17.01 feet to a point of
curve to the left having a radius of 25.00 feet;
thence Westerly along said curve through a central angle of
42°50'00" an arc distance of 18.69 feet to a point of reverse curve
having a radius of 50.00 feet;
thence along said curve through a central angle of 265°40'00" an arc
distance of 231.84 feet to a point of reverse curve having a radius
of 25.00 feet;
thence Easterly along said curve through a central angle of
42°50'00" an arc distance of 18.69 feet;
thence South 88°08'08" East a distance of 17.01 feet to a point of
curve to the right having a radius of 330.00 feet;
thence Easterly along said curve through a central angle of
11°06'59" an arc distance of 64.03 feet to a point of reverse curve
having a radius of 25.00 feet;
thence Northeasterly along said curve through a central angle of
82°52'23" an arc distance of 36.16 feet to a point of reverse curve
having a radius of 840.00 feet;
thence Northerly along said curve through a central angle of
16°25'18" an arc distance of 240.75 feet;
thence North 88°25'44" West a distance of 368.11 feet;
thence North 01°51'53" East a distance of 273.94 feet;
thence South 77°51'09" West a distance of 9.63 feet to a point of
curve to the right having a radius of 523.07 feet;
thence Westerly along said curve through a central angle of
14°00'44" an arc distance of 127.92 feet to the point of beginning.

Situate in the County of King, State of Washington.

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PARCEL #2

LEGAL DESCRIPTION:

The Southwest 1/4 of the Southwest 1/4 of Section 24, Township 26 North, Range 5 East, W.M.; EXCEPT the East 30 feet thereof and the South 30 feet thereof as conveyed to King County for roads by deed recorded under Recording No. 2754994, LESS the following described property:

That portion of the Southwest quarter of the Southwest quarter of Section 24, Township 26 North, Range 5 East W.M., in King County, Washington, described as follows:

Commencing at the Southwest corner of said subdivision; thence North 01°51'53" East along the West line of said subdivision a distance of 973.91 feet to the true point of beginning; thence continuing North 01°51'53" East along said West line a distance of 359.51 feet to the Northwest corner of said subdivision; thence South 88°24'40" East along the North line of said subdivision a distance of 1286.89 feet to the West right-of-way margin of 168th Avenue N.E.; thence South 02°01'10" West along said West right-of-way margin a distance of 1058.82 feet; thence North 88°25'44" West a distance of 517.11 feet; thence North 08°45'56" East a distance of 203.46 feet to the intersection of a curve the center of which bears North 04°25'10" East and having a radius of 50.00 feet; thence Westerly and Northwesterly along said curve through a central angle of 78°37'16" an arc distance of 68.61 feet to a point of reverse curve having a radius of 25.00 feet; thence Northwesterly along said curve through a central angle of 42°50'00" an arc distance of 18.69 feet; thence North 49°47'34" West a distance of 206.41 feet to a point of curve to the left having a radius of 25.00 feet; thence Southwesterly along said curve through a central angle of 95°56'03" an arc distance of 41.86 feet to a point of compound curve having a radius of 780.00 feet; thence Southerly along said curve through a central angle of 32°24'30" an arc distance of 441.19 feet; thence South 01°51'53" West a distance of 184.72 feet to a point of curve to the left having a radius of 25.00 feet; thence Southeasterly along said curve through a central angle of 90°17'37" an arc distance of 39.40 feet to the Northerly right-of-way margin of N.E. 132nd Street; thence North 88°25'44" West along said Northerly right-of-way margin a distance of 110.00 feet to a curve the center of which bears North 01°34'16" East having a radius of 25.00 feet; thence Easterly and Northeasterly along said curve through a central

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PARCEL #2

LEGAL DESCRIPTION (Cont.):

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angle of 89°42'23" an arc distance of 39.14 feet;
thence North 01°51'53" East a distance of 185.28 feet to a point of
curve to the right having a radius of 840.00 feet;
thence Northerly along said curve through a central angle of
10°55'57" an arc distance of 160.28 feet to a point of reverse curve
having a radius of 25.00 feet;
thence Northerly and Westerly along said curve through a central
angle of 91°22'40" an arc distance of 39.87 feet to a point of
compound curve having a radius of 270.00 feet;
thence Westerly along said curve through a central angle of
09°33'18" an arc distance of 45.03 feet;
thence North 88°08'08" West a distance of 17.01 feet to a point of
curve to the left having a radius of 25.00 feet;
thence Westerly along said curve through a central angle of
42°50'00" an arc distance of 18.69 feet to a point of reverse curve
having a radius of 50.00 feet;
thence along said curve through a central angle of 265°40'00" an arc
distance of 231.84 feet to a point of reverse curve having a radius
of 25.00 feet;
thence Easterly along said curve through a central angle of
42°50'00" an arc distance of 18.69 feet;
thence South 88°08'08" East a distance of 17.01 feet to a point of
curve to the right having a radius of 330.00 feet;
thence Easterly along said curve through a central angle of
11°06'59" an arc distance of 64.03 feet to a point of reverse curve
having a radius of 25.00 feet;
thence Northeasterly along said curve through a central angle of
82°52'23" an arc distance of 36.16 feet to a point of reverse curve
having a radius of 840.00 feet;
thence Northerly along said curve through a central angle of
16°25'18" an arc distance of 240.75 feet;
thence North 88°25'44" West a distance of 368.11 feet;
thence North 01°51'53" East a distance of 273.94 feet;
thence South 77°51'09" West a distance of 9.63 feet to a point of
curve to the right having a radius of 523.07 feet;
thence Westerly along said curve through a central angle of
14°00'44" an arc distance of 127.92 feet to the point of beginning.

Situate in the County of King, State of Washington.

Recorded at the Request of
and after Recording Return to

Bristol View, Division II
C/O Patty Hinkle
1140 - 140th Ave NE
Bellevue, WA 98005

85/10/02
RECD F
CASHSL

33.00

#0659 E

***33.00
55

SUBSEQUENT PHASE CERTIFICATE

Declaration and Covenants, Conditions,
Restrictions, Easements and Reservations

R E C I T A L S:

A Declaration and Covenants, Conditions, Restrictions, Easements and Reservations ("Declaration") was established and filed for record in King County, Washington, Recording No. 8312220716 affecting Parcel I as described therein. Parcel I was the plat of Bristol View Division I recorded in Volume 125 of Plats, page 14, records of King County.

Parcel I, subject to the Declaration, was the initial phase of Property to be developed. As provided in Article 2, Section 2.2, the initial phase may be merged into and become a part of the next Subsequent Phase as a single, unified property with the Declaration and rules and regulations of the Association (if any) immediately applicable to Parcel #2 (see Exhibit 1, Declaration).

Declarant and the Association declare their intent, individually and collectively, to expand the Property (i.e., Parcel #1 of Exhibit 1, Declaration) into

OCT 2 1985

8510020659

RECEIVED KING COUNTY
CLERK OF COUNTY CLERK
OCT 2 12 52 PM '85

RECEIVED KING COUNTY

KEEP IN BASE: 128X18-20

one Subsequent Phase by adding Parcel II (i.e., Parcel #2 of Exhibit 1, Declaration) to the Property.

DATED this 27 day of Sept, 1985.

BRISTOL VIEW OWNERS'
ASSOCIATION

Michelle M. Taylor
President

Barbara Spangler
Secretary

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this day personally appeared before me Michelle M. Taylor and Barbara Spangler, to me known to be the President and Secretary, respectively, of BRISTOL VIEW OWNERS' ASSOCIATION, the corporation that executed the within and 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 they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

Given under my hand and official seal this 27 day of Sept, 1985. es hs

Carrie M. Altst
Notary Public in and for the
State of Washington, residing
at Seattle.

0743D

EXHIBIT #1
TO THE DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS, EASEMENTS,
AND RESERVATIONS

FOR
BRISTOL VIEW

PARCEL #1

LEGAL DESCRIPTION:

That portion of the Southwest quarter of the Southwest quarter of Section 24, Township 26 North, Range 5 East W.M., in King County, Washington, described as follows:

Commencing at the Southwest corner of said subdivision;
thence North 01°51'53" East along the West line of said subdivision a distance of 973.91 feet to the true point of beginning;
thence continuing North 01°51'53" East along said West line a distance of 359.51 feet to the Northwest corner of said subdivision;
thence South 88°24'40" East along the North line of said subdivision a distance of 1286.89 feet to the West right-of-way margin of 168th Avenue N.E.;
thence South 02°01'10" West along said West right-of-way margin a distance of 1058.82 feet;
thence North 88°25'44" West a distance of 517.11 feet;
thence North 08°45'56" East a distance of 203.46 feet to the intersection of a curve the center of which bears North 04°25'10" East and having a radius of 50.00 feet;
thence Westerly and Northwesterly along said curve through a central angle of 78°37'16" an arc distance of 68.61 feet to a point of reverse curve having a radius of 25.00 feet;
thence Northwesterly along said curve through a central angle of 42°50'00" an arc distance of 18.69 feet;
thence North 49°47'34" West a distance of 206.41 feet to a point of curve to the left having a radius of 25.00 feet;
thence Southwesterly along said curve through a central angle of 95°56'03" an arc distance of 41.86 feet to a point of compound curve having a radius of 780.00 feet;
thence Southerly along said curve through a central angle of 32°24'30" an arc distance of 441.19 feet;
thence South 01°51'53" West a distance of 184.72 feet to a point of curve to the left having a radius of 25.00 feet;
thence Southeasterly along said curve through a central angle of 90°17'37" an arc distance of 39.40 feet to the Northerly right-of-way margin of N.E. 132nd Street;
thence North 88°25'44" West along said Northerly right-of-way margin a distance of 110.00 feet to a curve the center of which bears North 01°34'16" East having a radius of 25.00 feet;
thence Easterly and Northeasterly along said curve through a central

PARCEL # 1

LEGAL DESCRIPTION (Cont.):

angle of 89°42'23" an arc distance of 39.14 feet;
thence North 01°51'53" East a distance of 185.28 feet to a point of
curve to the right having a radius of 840.00 feet;
thence Northerly along said curve through a central angle of
10°55'57" an arc distance of 160.28 feet to a point of reverse curve
having a radius of 25.00 feet;
thence Northerly and Westerly along said curve through a central
angle of 91°22'40" an arc distance of 39.87 feet to a point of
compound curve having a radius of 270.00 feet;
thence Westerly along said curve through a central angle of
09°33'18" an arc distance of 45.03 feet;
thence North 88°08'08" West a distance of 17.01 feet to a point of
curve to the left having a radius of 25.00 feet;
thence Westerly along said curve through a central angle of
42°50'00" an arc distance of 18.69 feet to a point of reverse curve
having a radius of 50.00 feet;
thence along said curve through a central angle of 265°40'00" an arc
distance of 231.84 feet to a point of reverse curve having a radius
of 25.00 feet;
thence Easterly along said curve through a central angle of
42°50'00" an arc distance of 18.69 feet;
thence South 88°08'08" East a distance of 17.01 feet to a point of
curve to the right having a radius of 330.00 feet;
thence Easterly along said curve through a central angle of
11°06'59" an arc distance of 64.03 feet to a point of reverse curve
having a radius of 25.00 feet;
thence Northeasterly along said curve through a central angle of
82°52'23" an arc distance of 36.16 feet to a point of reverse curve
having a radius of 840.00 feet;
thence Northerly along said curve through a central angle of
16°25'18" an arc distance of 240.75 feet;
thence North 88°25'44" West a distance of 368.11 feet;
thence North 01°51'53" East a distance of 273.94 feet;
thence South 77°51'09" West a distance of 9.63 feet to a point of
curve to the right having a radius of 523.07 feet;
thence Westerly along said curve through a central angle of
14°00'44" an arc distance of 127.92 feet to the point of beginning.

Situate in the County of King, State of Washington.

PARCEL #2

LEGAL DESCRIPTION:

The Southwest 1/4 of the Southwest 1/4 of Section 24, Township 26 North, Range 5 East, W.M.; EXCEPT the East 30 feet thereof and the South 30 feet thereof as conveyed to King County for roads by deed recorded under Recording No. 2754994, LESS the following described property:

That portion of the Southwest quarter of the Southwest quarter of Section 24, Township 26 North, Range 5 East W.M., in King County, Washington, described as follows:

Commencing at the Southwest corner of said subdivision;
thence North 01°51'53" East along the West line of said subdivision a distance of 973.91 feet to the true point of beginning;
thence continuing North 01°51'53" East along said West line a distance of 359.51 feet to the Northwest corner of said subdivision;
thence South 88°24'40" East along the North line of said subdivision a distance of 1286.89 feet to the West right-of-way margin of 168th Avenue N.E.;
thence South 02°01'10" West along said West right-of-way margin a distance of 1058.82 feet;
thence North 88°25'44" West a distance of 517.11 feet;
thence North 08°45'56" East a distance of 203.46 feet to the intersection of a curve the center of which bears North 04°25'10" East and having a radius of 50.00 feet;
thence Westerly and Northwesterly along said curve through a central angle of 78°37'16" an arc distance of 68.61 feet to a point of reverse curve having a radius of 25.00 feet;
thence Northwesterly along said curve through a central angle of 42°50'00" an arc distance of 18.69 feet;
thence North 49°47'34" West a distance of 206.41 feet to a point of curve to the left having a radius of 25.00 feet;
thence Southwesterly along said curve through a central angle of 95°56'03" an arc distance of 41.86 feet to a point of compound curve having a radius of 780.00 feet;
thence Southerly along said curve through a central angle of 32°24'30" an arc distance of 441.19 feet;
thence South 01°51'53" West a distance of 184.72 feet to a point of curve to the left having a radius of 25.00 feet;
thence Southeasterly along said curve through a central angle of 90°17'37" an arc distance of 39.40 feet to the Northerly right-of-way margin of N.E. 132nd Street;
thence North 88°25'44" West along said Northerly right-of-way margin a distance of 110.00 feet to a curve the center of which bears North 01°34'16" East having a radius of 25.00 feet;
thence Easterly and Northeasterly along said curve through a central

OCT 2 1985

PARCEL #2

LEGAL DESCRIPTION (Cont.):

8510020659

angle of 89°42'23" an arc distance of 39.14 feet;
thence North 01°51'53" East a distance of 185.28 feet to a point of
curve to the right having a radius of 840.00 feet;
thence Northerly along said curve through a central angle of
10°55'57" an arc distance of 160.28 feet to a point of reverse curve
having a radius of 25.00 feet;
thence Northerly and Westerly along said curve through a central
angle of 91°22'40" an arc distance of 39.87 feet to a point of
compound curve having a radius of 270.00 feet;
thence Westerly along said curve through a central angle of
09°33'18" an arc distance of 45.03 feet;
thence North 88°08'08" West a distance of 17.01 feet to a point of
curve to the left having a radius of 25.00 feet;
thence Westerly along said curve through a central angle of
42°50'00" an arc distance of 18.69 feet to a point of reverse curve
having a radius of 50.00 feet;
thence along said curve through a central angle of 265°40'00" an arc
distance of 231.84 feet to a point of reverse curve having a radius
of 25.00 feet;
thence Easterly along said curve through a central angle of
42°50'00" an arc distance of 18.69 feet;
thence South 88°08'08" East a distance of 17.01 feet to a point of
curve to the right having a radius of 330.00 feet;
thence Easterly along said curve through a central angle of
11°06'59" an arc distance of 64.03 feet to a point of reverse curve
having a radius of 25.00 feet;
thence Northeasterly along said curve through a central angle of
82°52'23" an arc distance of 36.16 feet to a point of reverse curve
having a radius of 840.00 feet;
thence Northerly along said curve through a central angle of
16°25'18" an arc distance of 240.75 feet;
thence North 88°25'44" West a distance of 368.11 feet;
thence North 01°51'53" East a distance of 273.94 feet;
thence South 77°51'09" West a distance of 9.63 feet to a point of
curve to the right having a radius of 523.07 feet;
thence Westerly along said curve through a central angle of
14°00'44" an arc distance of 127.92 feet to the point of beginning.

Situate in the County of King, State of Washington.

Bristol View, Division II
Lot 1

The undersigned Individual acknowledges receipt of and hereby consents to accept the Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Bristol View (King County recording # 8312220716).

William D. Spiers

8510020659

STATE OF WASHINGTON)

COUNTY OF KING)

ss.

On this day personally appeared before me William D. Spiers to me known to be the individual who executed the written and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 26th day of July, 1985.

Judith A. Wells
Notary Public in and for the
State of Washington, residing
at Bellevue

OCT 2 1985

Bristol View, Division II
Lot 2

The undersigned Individual acknowledges receipt of and hereby consents to accept the Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Bristol View (King County recording # 8312220716).

Melvin S. Kono 5/12/89
WOL KONSMM 647162
Marsha K. Kono 8/6/86
WOL KONSMM 645327

8510020659

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this day personally appeared before me Melvin
G. Kono and Marsha K. Kono to me known to be
the individual who executed the written and foregoing
instrument, and acknowledged that he signed the same
as his free and voluntary act and deed, for the uses and
purposes therein mentioned.

Given under my hand and official seal this 12th
day of August, 1985.

Steven J. Tichon
Notary Public in and for the
State of Washington, residing
at Rosklind
Comm exp 10-18-86

OCT 2 1985

Bristol View, Division II
Lot 3

The undersigned Individual acknowledges receipt of and hereby consents to accept the Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Bristol View (King County recording # 8312220716).

8510020659

James S. Moznette
Shirley Moznette

STATE OF WASHINGTON)

COUNTY OF KING)

ss.

On this day personally appeared before me JAMES
S. MOZNETTE to me known to be
the individual who executed the written and foregoing
instrument, and acknowledged that he signed the same
as his free and voluntary act and deed, for the uses and
purposes therein mentioned.

Given under my hand and official seal this 2nd
day of August, 1985.

Bobbie J. Penney
Notary Public in and for the
State of Washington, residing
at King County.

OCT 2 1985

Bristol View, Division II
Lot 4

The undersigned Individual acknowledges receipt of and hereby consents to accept the Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Bristol View (King County recording # 8312220716).

Robert Lynn

Brenda Lynn

STATE OF WASHINGTON)

COUNTY OF KING)

ss.

On this day personally appeared before me Robert & Brenda Lynn to me known to be the individual who executed the written and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 30th day of July, 1985.

Kay Long
Notary Public in and for the
State of Washington, residing
at Clarkland.

8510020659

OCT 2 1985

Bristol View, Division II
Lot 5

The undersigned Individual acknowledges receipt of and hereby consents to accept the Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Bristol View (King County recording # 8312220716).

8510029659

STATE OF WASHINGTON

COUNTY OF KING

ss. *John D. Smith*
John M. Bayley Smith

On this day personally appeared before me John D. Smith ~~Kathleen M. Bayley-Smith~~ to me known to be the individual who executed the written and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 7th day of August, 1985.

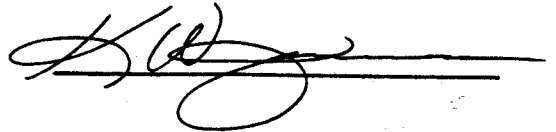
Karen E. Peltz
Notary Public in and for the
State of Washington, residing
at 7850 NE 140th Pl. Bothell

OCT 2 1985

Bristol View, Division II
Lot 6

The undersigned Individual acknowledges receipt of and hereby consents to accept the Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Bristol View (King County recording # 8312220716).

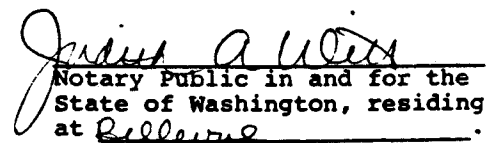
8510029659



STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this day personally appeared before me K.W. Jensen to me known to be the individual who executed the written and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 5th day of August, 1985.



Notary Public in and for the
State of Washington, residing
at Bellevue.

OCT 2 1985

Bristol View, Division II
Lot 6

The undersigned Individual acknowledges receipt of and hereby consents to accept the Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Bristol View (King County recording # 8312220716).

Mary H. Jensen

8510020659

STATE OF WASHINGTON)

COUNTY OF KING)

ss.

On this day personally appeared before me Mary H. Jensen to me known to be the individual who executed the written and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 29th day of July, 1985.

Judith A. White
Notary Public in and for the
State of Washington, residing
at Bellvue

OCT 2 1985

Bristol View, Division II⁷
Lot 7

The undersigned Corporation acknowledges receipt of and hereby consents to accept the Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Bristol View (King County recording # 8312220716).

x Guy Lambiaso
Pres G & L Builders, Inc.

8510020659

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this day personally appeared before me GUY LAMBIASO, to me known to be the PRESIDENT, of G & L BUILDERS, INC. the Washington corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Washington corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument, and that the seal affixed is the corporate seal of said Washington corporation.

Given under my hand and official seal this 21st day of JUNE, 1985.

Maria B. Eckes
Notary Public in and for the
State of Washington, residing
at BELLEVUE

LS

OCT 2 1985

Bristol View, Division II
Lot 8

The undersigned Individual acknowledges receipt of and hereby consents to accept the Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Bristol View (King County recording # 8312220716).

*Jack Allert
Nancy Allert*

STATE OF WASHINGTON)

COUNTY OF KING)

ss.

On this day personally appeared before me Jack
Nancy Allert to me known to be
the individual who executed the written and foregoing
instrument, and acknowledged that he signed the same
as his free and voluntary act and deed, for the uses and
purposes therein mentioned.

Given under my hand and official seal this 28
day of June, 1985.

Doreen Vailor
Notary Public in and for the
State of Washington, residing
at Redmond.

OCT 2 1985

Bristol View, Division II
Lot 9

The undersigned Individual acknowledges receipt of and hereby consents to accept the Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Bristol View (King County recording # 8312220716).

8510020659

Min-Chih Lu Earl

STATE OF WASHINGTON)
COUNTY OF KING)

ss.

On this day personally appeared before me Min-Chih Lu Earl to me known to be the individual who executed the written and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 13th day of August, 1985.

E. Paul O'Reilly
Notary Public in and for the
State of Washington, residing
at Seattle.

OCT 2 1985

9
Bristol View, Division II
Lot 9

The undersigned Individual acknowledges receipt of and hereby consents to accept the Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Bristol View (King County recording # 8312220716).

Richard W. Earl

8510020659

STATE OF WASHINGTON)

COUNTY OF KING)

ss.

On this day personally appeared before me RICHARD W. EARL to me known to be the individual who executed the written and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 13th day of AUGUST, 1985.

Donald A. Edmund
Notary Public in and for the
State of Washington, residing
at SEATTLE.

OCT 2 1985

Bristol View, Division II
Lot 10

The undersigned Individual acknowledges receipt of and hereby consents to accept the Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Bristol View (King County recording # 8312220716).

Douglas L. Penny

8510020659

STATE OF WASHINGTON)

COUNTY OF KING)

ss.

On this day personally appeared before me Douglas L. Penny to me known to be the individual who executed the written and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 24th day of July, 1985.

Jelly M. Doward
Notary Public in and for the
State of Washington, residing
at Sethie.

OCT 2 1985

Bristol View, Division II
Lot 10

The undersigned Individual acknowledges receipt of and hereby consents to accept the Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Bristol View (King County recording # 8312220716).

Glory B. Penny

STATE OF WASHINGTON)

COUNTY OF KING)

ss.

On this day personally appeared before me Glory B. Penny to me known to be the individual who executed the written and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 24th day of July, 1985.

Kelly M. Dowd
Notary Public in and for the
State of Washington, residing
at Seattle

8510020659

OCT 2 1985

Bristol View, Div JUN 24 1985
Lot 11

The undersigned Individual acknowledges receipt of and hereby consents to accept the Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Bristol View (King County recording # 8312220716).

Joan K Lyons
Gilbert S Lyons

8510020659

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this day personally appeared before me *Joan K Lyons* to me known to be the individual who executed the written and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 20 day of June, 1985.

J. Helen A. Crothy
Notary Public in and for the
State of Washington, residing
at Bethesda, Md.

OCT 2 1985

Bristol View, Division II
Lot 12

The undersigned Corporation acknowledges receipt of and hereby consents to accept the Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Bristol View (King County recording # 8312220716).

Baywood Homes, Ltd
x Denny Walsh, Pres.

8510020659

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this day personally appeared before me DENNY WALSH, to me known to be the PRESIDENT, of BAYWOOD HOMES the Washington corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Washington corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument, and that the seal affixed is the corporate seal of said Washington corporation.

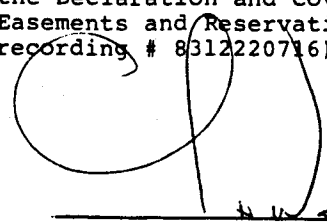
Given under my hand and official seal this 13 day of August, 1985.

Ernest L. Lue
Notary Public in and for the
State of Washington, residing
at Quincy St.

OCT 2 1985

Bristol View, Divison II¹³
Lot 13

The undersigned Corporation acknowledges receipt of and hereby consents to accept the Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Bristol View (King County recording # 8312220716).



8510020659

STATE OF WASHINGTON)
COUNTY OF KING) SS.

On this day personally appeared before me Charles H. Warrender, to me known to be the President, of CW Construction Corp. the Washington corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Washington corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument, and that the seal affixed is the corporate seal of said Washington corporation.

Given under my hand and official seal this 29th day of July, 1985.

Judith A. Witt
Notary Public in and for the
State of Washington, residing
at Bellevue.

OCT 2 1985

Bristol View, Division II
Lot 14

The undersigned Individual acknowledges receipt of and hereby consents to accept the Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Bristol View (King County recording # 8312220716).

8510020659

Bonnie L. Wilson

STATE OF WASHINGTON)

COUNTY OF KING)

ss.

On this day personally appeared before me Bonnie L. Wilson to me known to be the individual who executed the written and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 26th day of July, 1985.

Judith A. Utter
Notary Public in and for the
State of Washington, residing
at Bellevue.

OCT 2 1985

Bristol View, Division II
Lot 14

The undersigned Individual acknowledges receipt of and hereby consents to accept the Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Bristol View (King County recording # 8312220716).

Gregg L Wilson

8510020659

STATE OF WASHINGTON)

COUNTY OF KING)

ss.

On this day personally appeared before me *Gregg L Wilson* to me known to be the individual who executed the written and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 25th day of July, 1985.

Judith A. Wick
Notary Public in and for the
State of Washington, residing
at Belleview.

OCT 2 1985

15
Bristol View, Division II
Lot 15

The undersigned Individual acknowledges receipt of and hereby consents to accept the Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Bristol View (King County recording # 8312220716).

8510020659

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me Donald P. [Signature] to me known to be the individual who executed the written and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of 8-27, 1985.

Vern L. McAleer
Notary Public in and for the
State of Washington, residing
at Bellvue wa.

OCT 2 1985

Bristol View, Division II
Lot 16

The undersigned Individual acknowledges receipt of and hereby consents to accept the Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Bristol View (King County recording # 8312220716).

Max E. Ross
Joyce Ross

8510020659

STATE OF WASHINGTON)

COUNTY OF KING)

ss.

On this day personally appeared before me MAX E. ROSS And JOYCE ROSS to me known to be the individual who executed the written and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 20th day of Sept, 1985.

Judith A. Wells
Notary Public in and for the
State of Washington, residing
at Bellevue.

OCT 2 1985

15
Bristol View, Division II
Lot 15

The undersigned Individual acknowledges receipt of and hereby consents to accept the Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Bristol View (King County recording # 8312220716).

8510020659

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me *Robert Shi* to me known to be the individual who executed the written and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of 8-27-85, 1985.

Vern L. McAlister
Notary Public in and for the
State of Washington, residing
at *Belleme*.

OCT 2 1985

17
Bristol View, Division II
Lot 17

The undersigned Individual acknowledges receipt of and hereby consents to accept the Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Bristol View (King County recording # 8312220716).

Robert A. Richardson

8510020659

STATE OF WASHINGTON)

COUNTY OF KING)

ss.

On this day personally appeared before me R. Richardson to me known to be the individual who executed the written and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 29 day of JULY, 1985.

Wm O Engel
Notary Public in and for the
State of Washington, residing
at Woodburn, WA

OCT 2 1985

17
Bristol View, Division II
Lot 17

The undersigned Individual acknowledges receipt of and hereby consents to accept the Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Bristol View (King County recording # 8312220716).

x Teri Richardson

8510020659

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this day personally appeared before me TERI RICHARDSON to me known to be the individual who executed the written and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of 29, 1985.

Hugh O. Engel
Notary Public in and for the
State of Washington, residing
at WOODVILLE.

OCT 2 1985