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Judith M. Runstad  
Foote, Pepper & Riviera  
Suite 3400  
1111 Third Avenue Building  
Seattle, Washington 98101

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RECD F 27.00  
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DECLARATION

AND

COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS  
AND RESERVATIONS

FOR

GAUSEMONT ESTATES

DIVISION NO. 1

*W/Signatures*

FILED for Record at Request of

Name Northstream Dev c/o DAVID MOUNT

Address 5540 Lake Washington Ave

Kirkland WA 98033 Suite 210

# Table of Contents

|   | Page |
|---|------|
| ARTICLE 1. DEFINITIONS .....                                    | 1    |
| Section 1.1 Words Defined .....                                 | 1    |
| Section 1.2 Form of Words .....                                 | 3    |
| ARTICLE 2. DEVELOPMENT IN PHASES; DESCRIPTION<br>OF LAND .....  | 3    |
| Section 2.1 Intention to Develop<br>in Phases .....             | 3    |
| Section 2.2 Expansion into Subsequent Phase .....               | 3    |
| Section 2.3 Number of Lots in Subsequent Phases .....           | 4    |
| Section 2.4 Joint Maintenance of Easement Area .....            | 4    |
| Section 2.5 Election Not to Expand to<br>Subsequent Phase ..... | 4    |
| ARTICLE 3. COMMON AREAS AND EASEMENTS .....                     | 4    |
| Section 3.1 Common Areas .....                                  | 4    |
| Section 3.2 Alteration of Common Area .....                     | 5    |
| Section 3.3 Easements for Utilities and Drainage .....          | 5    |
| Section 3.4 Easements for Declarant .....                       | 5    |
| ARTICLE 4. CONSTRUCTION ON LOTS AND USE OF LOTS .....           | 6    |
| Section 4.1 Uniformity of Use and Appearance .....              | 6    |
| Section 4.2 Submission of Plans .....                           | 6    |
| Section 4.3 Construction .....                                  | 7    |
| Section 4.4 Minimum Size .....                                  | 7    |
| Section 4.5 Use Restrictions .....                              | 7    |
| 4.5.1 Residential Use .....                                     | 7    |
| 4.5.2 Maintenance of Buildings and Lots .....                   | 7    |
| 4.5.3 Completion of Construction .....                          | 8    |
| 4.5.4 Parking .....   | 8    |
| 4.5.5 Signs .....   | 8    |
| 4.5.6 Animals .....   | 8    |
| 4.5.7 Temporary Structures .....                                | 8    |
| 4.5.8 Clothes Lines .....                                       | 8    |
| 4.5.9 Radio and Television Aerials .....                        | 8    |
| 4.5.10 Trash Containers and Debris .....                        | 9    |
| 4.5.11 Offensive Activity .....                                 | 9    |
| 4.5.12 Setbacks .....   | 9    |
| 4.5.13 Fences .....   | 9    |

8607230532

|   | Page |
|---|------|
| 4.5.14 Underground Utilities .....                              | 9    |
| 4.5.15 Drainage .....   | 9    |
| 4.5.16 Septic Tanks .....                                       | 10   |
| 4.5.17 Tree Cutting .....                                       | 10   |
| 4.5.18 Damage .....   | 10   |
| 4.5.19 Yard Lamps .....   | 10   |
| 4.5.20 Sewage Disposal .....                                    | 10   |
| 4.5.21 Driveways .....  | 10   |
| 4.5.22 Landscaping Completion .....                             | 11   |
| 4.5.23 View Control Plan .....                                  | 11   |
| Section 4.6 Damage Deposit .....                                | 11   |
| ARTICLE 5. GROUSEMONT ESTATES OWNERS' ASSOCIATION .....         | 12   |
| Section 5.1 Form of Association .....                           | 12   |
| Section 5.2 Board of Directors .....                            | 12   |
| Section 5.3 Qualification for Membership .....                  | 12   |
| Section 5.4 Transfer of Membership .....                        | 12   |
| Section 5.5 Number of Votes .....                               | 13   |
| Section 5.6 Voting .....  | 13   |
| Section 5.7 Pledged Votes .....                                 | 13   |
| Section 5.8 Annual and Special Meetings .....                   | 13   |
| Section 5.9 Books and Records .....                             | 14   |
| Section 5.10 Transition Date .....                              | 14   |
| ARTICLE 6. NOTICES FOR ALL PURPOSES .....                       | 14   |
| ARTICLE 7. AUTHORITY OF THE BOARD .....                         | 15   |
| Section 7.1 Adoption of Rules and Regulations .....             | 15   |
| Section 7.2 Enforcement of Declaration, Etc. ....               | 15   |
| Section 7.3 Goods and Services .....                            | 15   |
| Section 7.4 Protection of Common Area .....                     | 16   |
| ARTICLE 8. BUDGET AND ASSESSMENT FOR COMMON EXPENSES .....      | 16   |
| Section 8.1 Fiscal Year; Preparation of Budget .....            | 16   |
| Section 8.2 Certificate of Unpaid Assessments .....             | 16   |
| Section 8.3 Date of Commencement of Annual<br>Assessments ..... | 17   |
| ARTICLE 9. LIEN AND COLLECTION OF ASSESSMENTS .....             | 17   |
| Section 9.1 Assessments Are a Lien; Priority .....              | 17   |
| Section 9.2 Lien May Be Foreclosed .....                        | 17   |
| Section 9.3 Assessments Are Personal Obligations .....          | 17   |

|   | <u>Page</u> |
|---|-------------|
| Section 9.4 Late Charges and Interest on Delinquent Assessments .....                                       | 18          |
| Section 9.5 Recovery of Attorneys' Fees and Costs ...   | 18          |
| Section 9.6 Remedies Cumulative .....   | 18          |
| Section 9.7 No Avoidance of Assessments .....   | 18          |
| ARTICLE 10. FAILURE OF BOARD TO INSIST ON STRICT PERFORMANCE NO WAIVER .....                                | 18          |
| ARTICLE 11. LIMITATION OF LIABILITY .....   | 18          |
| ARTICLE 12. INDEMNIFICATION .....   | 19          |
| ARTICLE 13. INSURANCE .....   | 19          |
| ARTICLE 14. DAMAGE AND REPAIR OF DAMAGE TO PROPERTY .....   | 19          |
| ARTICLE 15. AMENDMENTS OF DECLARATION .....   | 20          |
| ARTICLE 16. ANNEXATION AND SUBDIVISION .....  | 20          |
| ARTICLE 17. DURATION .....  | 20          |
| ARTICLE 18. RESERVATION OF DECLARANT'S RIGHT TO AMEND TO COMPLY WITH FNMA, FHLMC, OR FHA REQUIREMENTS ..... | 21          |
| Section 18.1 Amendment by Declarant .....   | 21          |
| Section 18.2 Authorization to Amend .....   | 21          |
| Section 18.3 Duration .....   | 21          |
| ARTICLE 19. SEVERABILITY .....  | 21          |
| ARTICLE 20. EFFECTIVE DATE .....  | 21          |
| ARTICLE 21. ASSIGNMENT BY DECLARANT .....   | 22          |

THIS DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS (this "Declaration") is made by Northstream Development Company, Inc., a Washington corporation ("Declarant") as of this 11th day of July 1986, 1986.

#### RECITALS

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

The Property was subdivided as shown in the Plat for Grousemont Estates recorded in volume        of Plats, pages       , 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, transferred, sold, conveyed, leased, used and occupied subject to the covenants, conditions, restrictions, easements, assessments, and liens hereinafter set forth which are for the purpose of protecting the value and desirability of and which shall touch and concern and run with title to the Property and which shall be binding on all parties having any right, title, or interest in the Property or any portion thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

#### 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 and all definitions shall be applicable to the singular and plural forms of such terms:

1.1.1 "Association" shall mean Grousemont Estates Owners' Association described in Article 5 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 interior alterations to a then existing Structure.

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1.1.5 "Declarant" shall mean Northstream Development Company, Inc., a Washington corporation.

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

1.1.7 "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.

1.1.8 "Future Easement" shall have the meaning set forth in Section 3.1 hereof.

1.1.9 "Lot" shall mean any one of the 35 lots numbered 1 through 35 on the Plat of Grousemont Estates and Division 1 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 1 and Parcel 11.

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 Grouse-mont Estates 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.

## 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 and shall in no way be obligated to add all or any portion of Parcel II to the Property or to construct thereon any improvements of any nature whatsoever. 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 15 and, if the Property is expanded into the Subsequent Phases, the maximum number of Lots that may be on Parcel II is 20. 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 elapsed from the date of the first recording of a deed to a Lot purchaser other than a Participating Builder. If Declarant determines that it will not expand the Property into a Subsequent Phase, it may record a certificate with the King County Auditor 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

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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 itself, the Association and all Owners, and their respective heirs and assigns, an easement (the "Utilities and Drainage Easement") for the installation and maintenance of master television antenna and/or cable systems, security and similar systems, and all utilities, including, but not limited to, storm sewers and drainage systems and electrical, gas, telephone, water and sewer lines over a five (5) foot wide 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 such utilities and systems. 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 said utilities and systems.

Section 3.4 Easements for Declarant. During the period that Declarant owns any interest in the Property primarily for the purpose of sale or has the unexpired option to add Parcel 11 or any portion thereof to the Property, Declarant shall have an alienable and transferable right and easement on, over, through, under and across the Common Areas for the purpose of constructing improvements and for installing, maintaining, repairing and replacing such other improvements to the Property as are contemplated by this Declaration or as Declarant desires, in its sole discretion, and for the purpose of doing all things reasonably

necessary and proper in connection therewith, provided in no event shall Declarant have any obligation to do any of the foregoing.

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 (except for Accessory Structures) 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 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 judgment 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.

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**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.

If, after the expiration of three (3) years from the closing of any sale or other conveyance of a Lot to Owner, Owner shall not have in good faith commenced the construction of an acceptable Structure thereon, Declarant may, at its option, rescind such sale or conveyance, refund all or such portion of the purchase price as has been paid, if any, without interest thereon, and enter into possession of such Lot.

**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.

**Section 4.5 Use Restrictions.**

**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.

**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.

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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.

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 overnight on any street adjoining any Lot; provided that such vehicles belonging to guests may occasionally be so parked.

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.

4.5.6 Animals. Animals, including horses, livestock, poultry, reptiles or pigs, shall not be kept on any lot. 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.

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.

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.

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.

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 onto 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.

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.

4.5.12 Setbacks. No Structure shall be located closer than (i) 20 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.

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.

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

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 Owner's 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 system and where they cannot be so connected they shall

be (1) 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.

4.5.16 Septic Tanks. Owner agrees to comply with all agency and governmental rules, regulations and orders imposed by any governmental agency, including obligations of owners of the Property pursuant to the Plat of Grousemont Estates and the conditions and restrictions applicable thereto and in addition, Owner agrees to take any and all such actions as may be necessary or required to prevent drainage from drainfields or septic tanks from Owner's Lot to any other Lot or Lots or other properties. In particular, Owner agrees to comply with all requirements of the foregoing relating to the periodic maintenance and pumping of septic tanks and to employ any other measures necessary to prevent drainage from drainfields or septic tanks from Owner's Lot to any other Lot or Lots or other properties. Owner agrees to indemnify and hold harmless Declarant from any and all loss, costs or damages occasioned by Owner's failure to comply with the provisions of this Section 4.5.16.

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

4.5.18 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.

4.5.19 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.

4.5.20 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.

4.5.21 Driveways. All driveways shall be surfaced with asphalt or a better material. All concrete driveways shall

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have an expansion joint at the property line and drain properly to street drainage systems or other appropriate means.

4.5.22 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.

4.5.23 View Control Plan. The Board shall have the authority to promulgate, alter, amend and enforce a view control plan for the purpose of providing a uniform and equitable system for the maintenance of views from Lots within the Property. Such plan may obligate Owners to prune, trim or remove trees, shrubs or other vegetation as necessary to protect and maximize views. The expense of any such required pruning, trimming or removal shall be borne as agreed between affected parties or as determined by the Board.

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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 4.5.18. If any Owner fails to perform his obligations under Section 4.5.18 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 4.5.18. 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 its 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 4.5.18 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 4.5.18. 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 4.5.18. For purposes of this Section 4.6, "closing" shall mean the date a deed for a Lot is recorded.

# ARTICLE 5. GROUSEMONT ESTATES OWNERS' ASSOCIATION.

Section 5.1 Form of Association. The Owners of Lots within the Property shall constitute the Grousemont Estates Owners' Association, which will be a nonprofit organization in the form as determined in the reasonable discretion of the Board; 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.

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 one or more members, to be determined in the reasonable discretion of the Board. The initial Board shall be composed of Declarant only. Subject to any specific requirements hereof, the Board shall have authority to establish operating rules and procedures. In the event of death or resignation of any member or members of the Board, the remaining member or members, if any, 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 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 member 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. 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 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.

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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 and title to any Lot owned by Participating Builder 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 all or any of the approval powers and duties of the Board set forth in this Declaration, excluding the duty to maintain the Common Areas.

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 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:

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**ARTICLE 7. AUTHORITY OF THE BOARD.**

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

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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 Area, 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.

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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 Area.

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.

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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.

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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 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 attorney's fees in the event of delinquency, shall be the joint and several personal obligations of

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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 delinquent for a period of more than ten (10) days after the date when due. In the absence of another established, nonusurious rate, delinquent assessments shall bear interest at the rate of 12% per annum. If an 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 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 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

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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.

#### 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 Board member or Declarant 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, in 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 4.6 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 a member 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 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 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 DECLARANT'S RIGHT TO AMEND TO COMPLY WITH FHMA, 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.

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 affects the common plan.

ARTICLE 20. EFFECTIVE DATE.

This Declaration shall be effective upon recording.

ARTICLE II. 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:

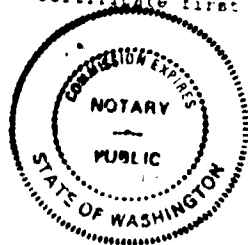
NORTHSTREAM DEVELOPMENT COMPANY, INC.,  
a Washington corporation

By Valerie Duff  
its Notary Public

STATE OF WASHINGTON )  
COUNTY OF KING )

THIS IS TO CERTIFY that on this 14th day of July 1980, before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn, personally appeared Pinda Nordstrom, to me known to be the President of Northstream Development Company, Inc., 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 said individual was authorized to execute said instrument.

WITNESS my hand and official seal the day and year in this certificate first above written.



Valerie Duff  
Notary public in and for the state of  
Washington, residing at Kirkland

My appointment expires Nov. 18, 1982

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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 appurtenances to this Declaration.

MORTGAGEE.

SANITARY BANK OF PUGET SOUND.

*[Signature]*  
CR.V.P.

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INDEMNIFICATION AGREEMENT

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In connection with, and as a condition of plat approval for the Northstream Property described below, NORTHSTREAM DEVELOPMENT COMPANY, a Washington corporation, ("Northstream") owner of the property described on Exhibit A attached hereto and incorporated herein ("Northstream Property"), its successors and assigns, hereby agrees to indemnify and hold Consolidated Midland N.V., a Netherlands Antilles corporation, ("Midland") its successors and assigns, owners of the property described on Exhibit B attached hereto and incorporated herein, ("Midland Property") harmless from any and all costs, expenses, liability, losses and damages caused to Midland Property, including any costs of defense, claimed by Midland, its successors or assigns caused by alterations of the ground surface, vegetation, surface or subsurface water flow or drainage from drainfields or septic tanks from the Northstream Property to the Midland property. Provided this indemnification shall not be construed as releasing Midland, its successors or assigns from liability from damages, including the costs of defense, resulting in whole or in part from the negligence of Midland, its, successors or assigns.

This indemnification shall be deemed a covenant running with the land binding upon Northstream, its successors and assigns.

DATED this 18 day of November, 1985.

NORTHSTREAM DEVELOPMENT  
COMPANY

By Linda Nordstrom

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

THIS IS TO CERTIFY that on this 18 day of November, 1985, before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn, personally appeared Linda Nordstrom, to me known to be the President of NORTHSTREAM DEVELOPMENT COMPANY, 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 said individual was authorized to execute said instrument.

WITNESS my hand and official seal the day and year in this certificate first above written.

[Signature]  
Notary Public in and for the state  
of Washington, residing at [Address]

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EXHIBIT A

PARCEL I:

North half of the northeast quarter of the southwest quarter of the southeast quarter; and the north half of the north half of the southeast quarter of the southeast quarter of Section 23, Township 26 North, Range 5 East, W.M., in King County, Washington;

PARCEL II:

Tract A:

The northwest quarter of the southwest quarter of the southeast quarter of Section 23, Township 26 North, Range 5 East, W.M., in King County, Washington, and that portion of the north half of the southeast quarter of the southwest quarter of said Section 23, lying easterly of Primary State Highway No. 2; EXCEPT portion thereof described as follows:

Beginning at the southwest corner of the above described property; thence north 6°55'10" west along the easterly line of said State Highway 380.57 feet; thence south 88°21'21" east parallel with the north line of said southeast quarter of the southwest quarter a distance of 400.38 feet; thence south 1°47'06" west 169.59 feet to the north line of a tract conveyed to John Garbarino and Carl Aries by deed recorded under Recording Number 3984097; thence along said north line south 88°12'54" east 249.43 feet to the northeast corner of said Tract; thence south 1°34'36" west 207.58 feet to the southeast corner of said Tract; thence north 88°12'54" west along the south line of said north half of the southeast quarter of the southwest quarter 592.95 feet to the point of beginning; and EXCEPT the south 210 feet of the north 222 feet of that portion of the north half of the southeast quarter of the southwest quarter of said Section; lying easterly of said State Highway and westerly of the westerly line of the east 180 feet of the north half of the southeast quarter of the southwest quarter of said Section.

Tract B:

The south half of the northeast quarter of the southwest quarter of the southeast quarter; and the south half of the north half of the southeast quarter of the southeast quarter of Section 23, Township 26 North, Range 5 East, W.M., in King County, Washington.

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## PARCEL III:

That portion of the north half of the southeast quarter of the southwest quarter of Section 23, Township 26 North, Range 5 East, W.M., in King County, Washington, described as follows:

Beginning at the southeast corner of said north half of the southeast quarter of the southwest quarter;  
thence north  $88^{\circ}12'54''$  west along south line of said subdivision 778.00 feet to the easterly margin of Woodinville Redmond Road;  
thence north  $6^{\circ}55'10''$  west along said easterly margin 210.00 feet to the true point of beginning;  
thence continuing north  $6^{\circ}55'10''$  west 170.57 feet;  
thence south  $88^{\circ}21'21''$  east 400.38 feet;  
thence south  $1^{\circ}47'08''$  west 169.59 feet;  
thence north  $88^{\circ}12'54''$  west 374.57 feet to the true point of beginning.

## PARCEL IV:

The south half of the southwest quarter of the southeast quarter;  
and the southwest quarter of the southeast quarter of the southeast quarter, Section 23, Township 26 North, Range 5 East, W.M., in King County, Washington;  
EXCEPT county roads.

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EXHIBIT B

PARCEL A:

That portion of the South 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 23, Township 26 North, Range 5 East W.M., lying East of the West 160 feet thereof conveyed to King County for Sammamish River Park by deed recorded under Recording No. 720314-0456;

EXCEPT right of way for Drainage District No. 3;

Situate in the County of King, State of Washington.

PARCEL B:

That portion of the South 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 23, Township 26 North, Range 5 East W.M., lying West of Primary State Highway No. 2;

EXCEPT the South 301 feet thereof;

AND EXCEPT that portion of the South 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 23, Township 26 North, Range 5 East W.M., described as follows:

Beginning at the Southwest corner of said subdivision;  
thence Northerly along the Westerly line thereof to the North line of the South 509.00 feet of said subdivision;  
thence Easterly along said North line to the Westerly margin of Primary State Highway No. 2 and the true point of beginning;  
thence Westerly along said North line 208.00 feet;  
thence Southerly parallel with the West line of said subdivision to the North line of the South 301.00 feet of said subdivision;  
thence Easterly along said North line to the Westerly margin of said Primary State Highway No. 2;  
thence Northerly along said Westerly margin to the true point of beginning;

Situate in the County of King, State of Washington.

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PARCEL C:

An undivided interest in the following described:

Beginning at the Southwest corner of Section 23, Township 26 North, Range 5 East W.M.;  
thence East 1320 feet, more or less, to the North and South centerline of the West 1/2 of said section;  
thence North 660 feet to the true point of beginning;  
thence East 520 feet, more or less, to State Highway No. 2;  
thence North along the Western margin of said highway 12 feet;  
thence West 520 feet, more or less, to point 12 feet North of point of beginning;

Situate in the County of King, State of Washington.

PARCEL D:

The North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 23, Township 26 North, Range 5 East W.M., in King County, Washington;

EXCEPT that portion for Drainage District No. 3;

AND EXCEPT the West 160 feet thereof conveyed to King County for Sammamish River Park by deed recorded under Recording No. 720224-0374;

ALSO an undivided interest in and to the following described right of way:

Beginning at the Southwest corner of Section 23, Township 26 North, Range 5 East W.M., in King County, Washington;  
thence East 1320 feet, more or less, to the North and South centerline of the West 1/2 of said Section;  
thence North 660 feet to the true point of beginning;  
thence East 520 feet, more or less, to State Highway No. 2;  
thence North along the Western margin of said highway 12 feet;  
thence West 520 feet, more or less, to point 12 feet North of point of beginning;  
thence South 12 feet to the point of beginning;

Situate in the County of King, State of Washington.

001810



DEVELOPER EXTENSION AGREEMENT FOR STREET LIGHTING

WHEREAS, ~~Northeast Development Co., Inc.~~ hereafter called "Developer," wishes to build homes within the boundaries of the Woodinville Water District and desires to obtain street lighting fixtures, maintenance and electricity from Woodinville Water District, hereafter called "the District," and Puget Sound Power & Light Co., hereafter called "Puget Power," and

WHEREAS, it is necessary for Developer to install a street lighting system on the real estate hereafter described before the houses on said real estate are sold, and

WHEREAS, It is necessary for the District and Puget Power to promptly receive payment for the electrical service provided whether or not the homes on said real estate are sold,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, Developer and the District do hereby agree as follows:

Developer shall contract directly with Puget Power for the installation of a street lighting system on the real estate owned by Developer and legally described on Exhibit A annexed hereto. Such street lighting system shall remain the property of Puget Power which shall have the sole obligation to maintain, replace, and repair said system.

Such street lighting system shall be comprised of fixtures mutually agreed upon by Puget Power, Developer, and the District which shall be installed on the aforesaid real estate at locations approved by the District, and Developer agrees to submit plans and specifications for such street lighting system to the District for its approval before executing a final installation contract with Puget Power. The District reserves the right to change lamps, lamp locations and/or equipment when distribution line modernization or replacement by Puget Power is necessary.

The District shall cause Puget Power to furnish lighting service on terms set forth in resolutions of the District now or hereafter in effect. The District shall charge Developer for such service fixed rates established by resolutions of the District now or hereafter in effect. Developer shall notify the District as each lot is furnished with water by the District and shall obtain the signature of the Builder or lot owner on Application for Connection (including Street Lighting) and shall deliver the same to the District office. Thereafter the District shall bill such Builder, lot owner or contract vendee for his proportionate share of the light charges but Developer shall remain primarily liable for all lighting charges for the aforesaid real estate until 80 percent of the lots as described in Exhibit A are furnished with water by the District. Developer shall continue to pay the pro rata share of the charges for each lot which remains unsold.

Developer further agrees that if the pro rata charges allocated to any lot are unpaid sixty (60) days after the due date, such charges shall constitute a lien against said property which shall have the same force and effect and may be foreclosed in the manner provided by RCW 57.08.080 - 57.16.090. The District shall have the right to turn off the water of any customer who fails to pay either water or street lighting charges within thirty (30) days after due date.

Developer further agrees that the covenants contained herein shall constitute covenants running with the land as described in Exhibit A and shall be binding on Builder, subsequent purchasers, and on Developer's successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 4 day of August, 1986.

56 08-15 00556  
REC'D F 5.00  
CASH 4448.00

DEVELOPER  
Northeast Development Co Inc

*[Signature]*

WOODINVILLE WATER DISTRICT

BY *[Signature]*

FOR RECORD AT REQUEST OF  
COUNTY CLERK  
SEATTLE, WA 98104-7007

(SEAL)

8608150556 AGP

CHICAGO TITLE INSURANCE COMPANY

Page 3

8'462

thence north 88°21'08" west 80.44 feet;  
thence north 1°38'52" east 200.00 feet to the north line of  
said subdivision;  
thence south 88°21'03" east along said north line 1145.85  
feet to the east line of said subdivision;  
thence south 1°51'53" west along said east line 666.71 feet  
to the north line of the southeast quarter of the southeast  
quarter of the southeast quarter of said Section 23;  
thence north 88°12'31" west along said north line 651.12  
feet to the west line of said subdivision;  
thence south 1°47'40" west along said west line 665.07 feet  
to the south line of the southeast quarter of said  
Section 23;  
thence north 88°03'53" west along said south line 1950.93  
feet to the point of beginning.

8608150556

FILED FOR RECORD AT REQUEST OF  
Richard C. Reed  
REED NEGLER MACCORM THOMN & MORIARTY  
3800 COLLETT STREET  
Seattle, WA 98104-7007

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AFTER RECORDING, RETURN TO:

Richard C. Reed  
3600 Columbia Center  
701 Fifth Avenue  
Seattle, WA 98104-7007

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On AUGUST 7, 1986, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared S R CLARK to me known to be the ASST. MANAGER of WOODINVILLE WATER DISTRICT, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that HE was authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

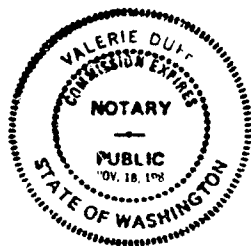
WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Norma L. Harris  
Notary Public  
residing at Woodinville

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On July 5th, 1986, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Reida Nordstrom to me known to be the individual(s) 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.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Valerie Duff  
Notary Public  
residing at Kirkland

EXHIBIT A - Legal Description

See attached

RECEIVED  
AUG 14 9 59 AM '86  
BY THE  
CLERK OF  
COUNTY OF KING

RECEIVED  
AUG 14 9 59 AM '86

FILED FOR RECORD AT REQUEST OF  
Richard C. Reed  
REED & CLARK, BOCCARDI THOMAS & MCKINLEY  
JUDICIAL CLERK  
64010, WA 98104-7007

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*Estates* 7/86LEGAL DESCRIPTION:

That portion of the south half of the southeast quarter of Section 23, Township 26 North, Range 5 East, W.M., in King County, Washington described as follows:

Beginning at the southwest corner of said subdivision;  
thence north  $1^{\circ}34'53''$  east along the west line of said subdivision 660.18 feet;  
thence south  $87^{\circ}42'26''$  east 151.84 feet;  
thence north  $3^{\circ}15'00''$  east 311.00 feet;  
thence south  $87^{\circ}30'00''$  east 80.29 feet;  
thence south  $70^{\circ}46'34''$  east 164.40 feet to a point on the arc of a curve to the left from which the center bears south  $65^{\circ}20'00''$  east 330.00 feet distant;  
thence southerly along said curve through a central angle of  $9^{\circ}45'00''$  an arc distance of 56.16 feet;  
thence south  $75^{\circ}15'00''$  east 60.00 feet to a point on the arc of a curve to the right from which the center bears south  $75^{\circ}15'00''$  east 270.00 feet distant;  
thence northerly along said curve through a central angle of  $4^{\circ}30'00''$  an arc distance of 21.21 feet;  
thence south  $70^{\circ}45'00''$  east 207.01 feet;  
thence north  $22^{\circ}00'00''$  east 55.37 feet;  
thence south  $88^{\circ}21'08''$  east 369.00 feet;  
thence south  $7^{\circ}16'12''$  west 384.85 feet;  
thence south  $88^{\circ}21'08''$  east 197.95 feet;  
thence south  $7^{\circ}16'12''$  west 5.00 feet;  
thence south  $82^{\circ}43'48''$  east 0.00 feet;  
thence north  $7^{\circ}16'12''$  east 344.48 feet;  
thence north  $77^{\circ}00'00''$  east 134.88 feet;  
thence north  $18^{\circ}45'00''$  east 157.63 feet;  
thence south  $88^{\circ}21'08''$  east 75.27 feet to the beginning of a curve to the right having a radius of 640.73 feet;  
thence easterly along said curve through a central angle of  $26^{\circ}21'08''$  an arc distance of 294.70 feet to a point of reverse curvature and the beginning of a curve to the left having a radius of 616.02 feet;  
thence southeasterly along said curve through a central angle of  $12^{\circ}00'00''$  an arc distance of 129.02 feet;  
thence north  $16^{\circ}00'00''$  east 60.00 feet to a point on the arc of a curve to the right from which the center bears north  $16^{\circ}00'00''$  east 556.02 feet distant;  
thence northwesterly along said curve through a central angle of  $12^{\circ}00'00''$  an arc distance of 116.45 feet to a point of reverse curvature and the beginning of a curve to the left having a radius of 700.73 feet;  
thence westerly along said curve through a central angle of  $26^{\circ}21'08''$  an arc distance of 322.29 feet to a point of tangency;

(continued)

FILED FOR RECORD AT REQUEST OF

Richard C. Reed

REED MODLUM, SUCCESSORS &amp; ASSOCIATES

3800 COMMERCIAL BLVD.

Seattle, WA 98104-7007

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86/12/01  
GROUSEMONT ESTATES DIVISION NO. 2 RECD F 7.00 #0437 D

SUBSEQUENT PHASE CERTIFICATE

THIS SUBSEQUENT PHASE CERTIFICATE ("Certificate") is made by Northstream Development Company, Inc., a Washington corporation ("Declarant") as of this 26 day of November, 1986.

RECITALS

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

The Property was subdivided as shown in the Plat for Grousemont Estates Div. No. 2 recorded in Volume 185 of Plats, pages 60-63, records of King County, Washington.

The Property is directly adjacent to certain real property in King County, Washington ("Grousemont Phase One") which Declarant has subjected to certain covenants, conditions, restrictions, easements and reservations by means of an instrument recorded in King County, Washington under recording no. 8607230532 and attached hereto as Exhibit B (the "Declaration").

Declarant wishes to subject the Property to the Declaration and to provide for the merger of the Property into the real property and improvements which constitute Grousemont Phase One, which merger shall result in a single, unified property subject to the Declaration.

NOW, THEREFORE, Declarant declares that the Property, subject to all restrictions and easements of the above-referenced Plat for Grousemont Estates Div. No. 2, shall be held, transferred, sold, conveyed, leased, used and occupied subject to the covenants, conditions, restrictions, easements, assessments and terms set forth in the Declaration, as now or hereafter amended, for the purpose of protecting the value and desirability of and which shall touch and concern and run with title to the Property and which shall be binding on all parties having any right, title, or interest in the Property or any portion thereof, and their respective heirs, successors and assigns and shall inure to the benefit of each owner thereof.

1. Number of Lots. The number of lots (as defined in Section 1.1.9 of the Declaration) on the Property shall be 28.

FILED for Record at Request of

Name Northstream Development Co Inc.

Address 5540 LAKE WILLOW Blvd NE Suite 210

Kirkland WA 98033

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RECEIVED THIS DAY

2. Common Areas. Common Areas (as defined in Section 3.1 of the Declaration) shall include any and all easements, improvements and facilities reserved, set forth, described or depicted in the Plat of Grousemont Estates Div. No. 2, including without limitation, the permanent open space Tract A and any other access easements, storm water retention and detention systems and easements, equestrian trails, drainage channels and easements.

3. Use and Maintenance of Common Areas. All of the Common Areas of the Property shall be for the enjoyment of the Property and Grousemont Phase One and all of the owners of Lots therein shall share in the expenses of maintaining, repairing and replacing them as necessary; all of the Common Areas of Grousemont Phase One shall be for the enjoyment of the Property and Grousemont Phase One and all of the owners of Lots therein shall share in the expenses of maintaining, repairing and replacing them as necessary.

4. Effective Date. This Certificate shall be effective upon recording.

DECLARANT:

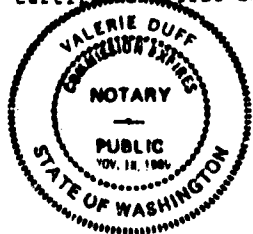
NORTHSTREAM DEVELOPMENT COMPANY, INC.,  
a Washington corporation

By Linda Nordstrom  
its President

STATE OF WASHINGTON )  
COUNTY OF KING ) ss.

THIS IS TO CERTIFY that on this 26th day of November, 1986, before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn, personally appeared Linda Nordstrom, to me known to be the President of Northstream Development Company, Inc., 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 said individual was authorized to execute said instrument.

WITNESS my hand and official seal the day and year in this certificate first above written.



Valerie Duff  
Notary public in and for the state of  
Washington, residing at Kirkland  
my appointment expires November 18, 1990

84-5026  
11/17/86

GROUSEMONT DIV. 2

That portion of the South half of Section 23, Township 26 North, Range 5 East, W.M., King County, Washington described as follows:

COMMENCING at the South quarter corner of said section; thence N 1°34'53" E along the North - South center of section line a distance of 660.18 feet to the South line of the North half of the Southeast quarter of the Southwest quarter of said Section 23 and the POINT OF BEGINNING; thence N 88°05'35" W along said line a distance of 185.02 feet; thence N 1°34'53" E parallel with said North - South center of section line a distance of 207.48 feet to a point which bears S 88°05'35" E 624.00 feet distant from the Easterly right of way margin of the WOODINVILLE REDMOND ROAD (SR 202); thence N 88°05'35" W, parallel with the South line of the North half of the Southeast quarter of the Southwest quarter of said Section a distance of 624.00 feet to the said Easterly right of way margin of the WOODINVILLE REDMOND ROAD (SR 202); thence N 6°55'06" W along said margin a distance of 230.76 feet to a point on the South line of the North 222 feet of the North half of the Southeast quarter of the Southwest quarter of said section; thence S 88°16'28" E along said line a distance of 663.12 feet to a point on the West line of the East 180 feet of said subdivision; thence N 1°34'53" E along said line a distance of 210.00 feet to a point on the North line of the South 210 feet of the North 222 feet of said subdivision; thence N 88°16'28" W along said line a distance of 694.51 feet to the said Easterly right of way margin of the WOODINVILLE REDMOND ROAD (SR 202); thence N 6°55'06" W along said margin a distance of 12.14 feet to the North line of said subdivision; thence S 88°16'28" E along said line a distance of 876.31 feet to the Northeast corner of said subdivision and the Northwest corner of the South half of the Southeast quarter of said section; thence S 88°21'08" E along the North line of said subdivision a distance of 1461.93 feet to a point on the West boundary of GROUSEMONT ESTATES DIV. NO. 1 as recorded in volume 134 of plats, pages 51-56, records of said county, thence along said boundary the following courses and distances; S 1°38'52" W 200.00 feet; S 88°21'08" E 80.44 feet to the beginning of a curve to the right having a radius of 700.73 feet; Easterly along said curve through a central angle of 26°21'08" an arc distance of 322.29 feet to a point of reverse curvature and the beginning of a curve to the left having a radius of 556.02 feet; Easterly along said curve through a central angle of 12°00'00" an arc distance of 116.45 feet; S 16°00'00" W 60.00 feet to a point on the arc of a curve to the right from which the center bears N 16°00'00" E 616.02 feet distant; Westerly along said curve through a central angle of 12°00'00" an arc distance of 129.02 feet to a point of reverse curvature and the beginning of a curve to the left having a radius of 640.73 feet; Westerly along said curve through a central angle of 26°21'08" an arc distance of 294.69 feet to a point of tangency; N 88°21'08" W 75.27 feet; S 18°45'00" W 157.63 feet; S 77°00'00" W 134.88 feet; S 7°16'12" W 344.48 feet; N 82°43'48" W 60.00 feet; N 7°16'12" E 5.00 feet; N 88°21'08" W 197.95 feet; N 7°16'12" E 319.23 feet; N 88°21'08" W 369.00 feet; S 22°00'00" W 55.37 feet; N 70°45'00" W 207.01 feet to a point on the arc of a curve to the left from which the center bears S 70°45'00" E 270.00 feet distant; Southerly along said curve through a central angle of 4°30'00" an arc distance of 21.21 feet; N 75°15'00" W 60.00 feet to a point on the arc of a curve to the right from which the center bears S 75°15'00" E 330.00 feet distant; Northerly along said curve through a central angle of 9°45'00" an arc distance of 56.16 feet; N 70°46'34" W 164.40 feet; N 87°30'00" W 80.29 feet; S 3°15'00" W 311.00 feet and thence N 87°42'26" W 151.84 feet to the POINT OF BEGINNING.

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CC R

RECEIVED THIS DAY

Filed for Record at Request of  
and After Recording Return to

Gary E. Fluhrer  
Foster, Pepper & Riviera  
1111 Third Avenue Bldg.  
Suite #3400  
Seattle, Washington 98101

JAN 20 4 01 PM '87

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CERTIFICATE  
OF  
AMENDMENT TO  
DECLARATION AND COVENANTS, CONDITIONS  
RESTRICTIONS, EASEMENTS AND RESERVATIONS  
FOR  
GROUSEMONT ESTATES

8701281154

THIS CERTIFICATE OF AMENDMENT ("Certificate") is made this  
27 day of January, 1987 by Northstream Development Company,  
Inc., a Washington corporation ("Northstream").

RECITALS

Northstream, as Declarant, subjected certain real property  
in King County, Washington to certain covenants, conditions,  
restrictions, easements and reservations contained in that cer-  
tain Declaration and Covenants, Conditions, Restrictions,  
Easements and Reservations for Grousemont Estates recorded in  
King County, Washington under recording no. 8607230532 (the  
"Declaration"). Pursuant to that certain Subsequent Phase  
Certificate recorded in King County, Washington under recording  
no. 8612010437, Northstream, as Declarant thereunder, sub-  
jected certain adjacent real property in King County, Washington  
to the terms and conditions of the Declaration which, as set  
forth in said Subsequent Phase Certificate and the Declaration,  
resulted in a single, unified property (hereinafter "Grousemont  
Estates") subject to the Declaration.

The owners of lots within Grousemont Estates comprise the  
Grousemont Estates Owners' Association. This Certificate is exe-  
cuted to implement the adoption of the Amendment by the  
Grousemont Estates Owners' Association, which adoption was in  
accordance with Article 15 of the Declaration.

By its signature below, Northstream, as owner of record of  
sixty percent (60%) of the lots within Grousemont Estates, hereby

01/26/87

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gives written consent to approval and adoption of this Amendment, as set forth below. The Declaration is hereby amended as follows.

Sections 4.1 and 4.2 shall be amended in their entirety to read as follows:

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 (except for Accessory Structures) 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. 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.

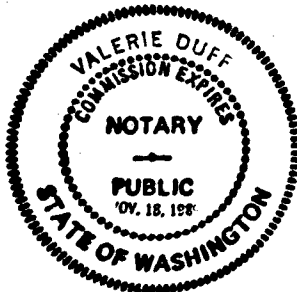
Section 4.2 Submission of Plans. Before commencing Construction of any Structure on any Lot, the Owner shall submit to the Board two (2) complete sets of detailed building, Construction, surface water run-off control and landscaping plans and specifications and a site plan showing the location of all 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 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 judgment of the Board, would render the proposed Structure inharmonious with the general plan of development of the Property or other Structures nearby. The Board, in its sole discretion, shall be empowered to grant variances on a case-by-case basis with respect to the construction and use restrictions set forth herein, because of exceptional topographic, geologic or other extraordinary conditions, provided that such variances shall not violate zoning or land use regulations, shall not be granted on an arbitrary basis, shall not unfairly discriminate among Owners and shall further the common purposes of Grousemont Estates. The Board's

8701261154

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

THIS IS TO CERTIFY that on this 27<sup>th</sup> day of JANUARY, 1987, before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn, personally appeared LINDA NORDSTROM, to me known to be the President of NORTHSTREAM DEVELOPMENT COMPANY, 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 corporation for the uses and purposes therein mentioned, and on oath stated that said individual was authorized to execute said instrument.

WITNESS my hand and official seal the day and year in this certificate first above written.



Valerie Duff  
Notary public in and for the state of  
Washington, residing at KIRKLAND

My appointment expires 11/18/89

8701261154

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CCR

RECEIVED THIS DAY

Filed for Record at Request of  
and After Recording Return to

Gary E. Fluhrer  
Foster, Pepper & Riviera  
1111 Third Avenue Bldg.  
Suite #3400  
Seattle, Washington 98101

FEB 25 4 26 PM '87

BY THE  
RECORDED  
KING COUNTY  
87/02/25  
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CERTIFICATE  
OF  
AMENDMENT TO  
DECLARATION AND COVENANTS, CONDITIONS,  
RESTRICTIONS, EASEMENTS AND RESERVATIONS  
FOR  
GROUSEMONT ESTATES

8702251663

THIS CERTIFICATE OF AMENDMENT ("Certificate") is made this 28th day of January, 1987 by Northstream Development Company, Inc., a Washington corporation ("Northstream"). This Certificate is intended to vacate and replace in its entirety that certain Certificate of Amendment to Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Grousemont Estates filed January 27, 1987 and recorded in King County, Washington under Recording No. 8701281154.

RECITALS

Northstream, as Declarant, subjected certain real property in King County, Washington, as identified in Exhibit A hereto, to certain covenants, conditions, restrictions, easements and reservations contained in that certain Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Grousemont Estates recorded in King County, Washington under recording no. 8607230532 (the "Declaration"). Pursuant to that certain Subsequent Phase Certificate recorded in King County, Washington under recording no. 8612010437, Northstream, as Declarant thereunder, subjected certain adjacent real property in King County, Washington, as described in Exhibit B hereto, to the terms and conditions of the Declaration which, as set forth in said Subsequent Phase Certificate and the Declaration, resulted in a single, unified property (hereinafter "Grousemont Estates") subject to the Declaration.

The owners of lots within Grousemont Estates comprise the Grousemont Estates Owners' Association. This Certificate is executed to implement the adoption of the Amendment by the Grousemont Estates Owners' Association, which adoption was in accordance with Article 15 of the Declaration.

01/27/87

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By its signature below, Northstream, as owner of record of sixty percent (60%) of the lots within Grousemont Estates, hereby gives written consent to approval and adoption of this Amendment, as set forth below. The Declaration is hereby amended as follows.

Sections 4.1 and 4.2 shall be amended in their entirety to read as follows:

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 (except for Accessory Structures) 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. 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 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 judgment of the Board, would render the proposed Structure inharmonious with the general plan of development of the Property or other Structures nearby. The Board, in its sole discretion, shall be empowered to grant variances on a case-by-case basis with respect to the construction and use restrictions set forth herein, because of exceptional topographic, geologic or other extraordinary conditions, provided that such variances shall not violate zoning or land use regulations, shall not be granted on an arbitrary basis, shall not unfairly discriminate among Owners and shall further the common purposes of Grousemont Estates. The Board's

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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 7.3 shall be amended in its entirety to read as follows:

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 and any related facilities or improvements 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 and any related facilities or improvements. The Board may hire such employees as it considers necessary.

The undersigned hereby executes this Certificate and certifies that the foregoing is true and correct.

GROUSEMONT ESTATES OWNERS' ASSOCIATION

By Northstream Development Company, Inc.  
Its Board of Directors

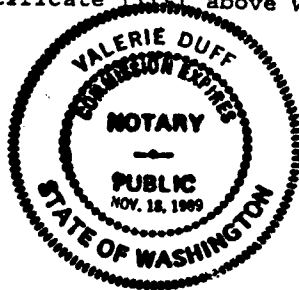
By Linda Nordstrom Pres.  
Linda Nordstrom, President

01/27/87

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

THIS IS TO CERTIFY that on this 30<sup>d</sup> day of JANUARY, 1987, before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn, personally appeared LINDA NORDSTROM, to me known to be the President of NORTHSTREAM DEVELOPMENT COMPANY, 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 corporation for the uses and purposes therein mentioned, and on oath stated that said individual was authorized to execute said instrument.

WITNESS my hand and official seal the day and year in this certificate first above written.



Valerie Duff  
Notary public in and for the state of  
Washington, residing at KIRKLAND

My appointment expires 11/18/89

8702251663

0036C

01/27/87

GROUSEMONT DIV. 1

This plat of GROUSEMONT ESTATES DIV. NO. 1 embraces that portion of the South 1/2 of the Southeast 1/4 of Section 23, and that portion of the North 1/2 of Section 26, all in Township 26 North, Range 5 East, W.M., King County, Washington, all the more particularly described as follows:

COMMENCING at the Southwest corner of the said South 1/2 of the Southeast quarter of Section 23; thence N 1°34'53" E along the West line of said subdivision a distance of 30.00 feet to the POINT OF BEGINNING; thence continuing N 1°34'53" E 630.18 feet; thence S 87°42'26" E 151.84 feet; thence N 3°15'00" E 311.00 feet; thence S 87°30'00" E 80.29 feet; thence S 70°46'34" E 164.40 feet to a point on the arc of a curve to the left from which the center bears S 65°30'00" E 330.00 feet distant; thence Southerly along said curve through a central angle of 9°45'00" an arc distance of 56.16 feet; thence S 75°15'00" E 60.00 feet to a point on the arc of a curve to the right from which the center bears S 75°15'00" E 270.00 feet distant; thence Northerly along said curve through a central angle of 4°30'00" an arc distance of 21.21 feet; thence S 70°45'00" E 207.01 feet; thence N 22°00'00" E 55.37 feet; thence S 88°21'08" E 369.00 feet; thence S 7°16'12" W 319.23 feet; thence S 82°43'48" E 60.00 feet; thence N 7°16'12" W 5.00 feet; thence S 82°43'48" E 60.00 feet; thence N 7°16'12" E 344.48 feet; thence N 77°00'00" E 134.88 feet; thence N 10°45'00" E 157.63 feet; thence S 88°21'08" E 75.27 feet to the beginning of a curve to the right having a radius of 640.73 feet; thence Easterly along said curve through a central angle of 26°21'08" an arc distance of 294.69 feet to a point of reverse curvature and the beginning of a curve to the left having a radius of 616.02 feet; thence Southeasterly along said curve through a central angle of 12°00'00" an arc distance of 129.02 feet; thence N 16°00'00" E 60.00 feet to a point on the arc of a curve to the right from which the center bears N 16°00'00" E 556.02 feet distant; thence Northwest-ly along said curve through a central angle of 12°00'00" an arc distance of 116.45 feet to a point of reverse curvature and the beginning of a curve to the left having a radius of 700.73 feet; thence Westerly along said curve through a central angle of 26°21'08" an arc distance of 322.29 feet to a point of tangency; thence N 88°21'08" W 80.44 feet; thence N 1°38'52" E 200.00 feet to the North line of said subdivision; thence S 88°21'08" E along said North line 1145.85 feet to the East line of said subdivision; thence S 1°51'53" W along said East line 666.71 feet to the North line of the Southeast 1/4 of the Southeast 1/4 of Section 23; thence N 88°12'31" W along said North line 651.12 feet to the West line of said subdivision; thence S 1°47'40" W along said West line 635.07 feet to the Northerly right of way margin of N.E. 132nd St.; thence N 88°03'53" W along said Northerly margin a distance of 1951.04 feet to the POINT OF BEGINNING.

TOGETHER WITH that portion of the said North half of Section 26, described as follows:

COMMENCING at the North quarter corner of said section; thence S 1°42'32" W along the North-South center of section line a distance of 30.00 feet to the Southerly right of way margin of N.E. 132nd St.; thence S 88°03'53" E along said Southerly margin a distance of 141.33 feet to the POINT OF BEGINNING; thence continuing S 88°03'53" E along said margin a distance of 189.74 feet to the beginning of a curve to the left from which the center bears S 1°56'07" W 270.00 feet distant; thence Southwesterly along said curve through a central angle of 90°13'35" an arc distance of 425.18 feet to a point of tangency; thence S 1°42'32" W 223.69 feet to the beginning of a curve to the right having a radius of 1871.81 feet; thence Southerly along said curve through a central angle of 2°22'52" an arc distance of 66.31 feet to a point of tangency; thence S 4°05'24" W 609.81 feet; thence S 1°42'32" W 40.00 feet; thence N 42°00'00" W 144.36 feet to a point on the arc of a curve to the left from which the center bears N 48°00'00" E 25.00 feet distant; thence Southeasterly, Easterly and North-erly along said curve through a central angle of 133°54'36" an arc distance of 56.43 feet; thence N 4°05'24" E 411.44 feet to the beginning of a curve to the left having a radius of 1871.81 feet; thence Northerly along said curve through a central angle of 2°22'52" an arc distance of 62.02 feet to a point of tangency; thence N 1°42'32" E 223.69 feet to the beginning of a curve to the right having a radius of 330.00 feet; thence Northeasterly along said curve through a central angle of 55°07'47" an arc length of 317.62 feet to the POINT OF BEGINNING.

EXHIBIT A

8702251663



GROUSEMONT DIV. 2

That portion of the South half of Section 23, Township 26 North, Range 5 East, W.M., King County, Washington described as follows:

8702251663

COMMENCING at the South quarter corner of said section; thence N 1°34'53" E along the North - South center of section line a distance of 660.18 feet to the South line of the North half of the Southeast quarter of the Southwest quarter of said Section 23 and the POINT OF BEGINNING; thence N 88°05'35" W along said line a distance of 185.02 feet; thence N 1°34'53" E parallel with said North - South center of section line a distance of 207.48 feet to a point which bears S 88°05'35" E 624.00 feet distant from the Easterly right of way margin of the WOODINVILLE REDMOND ROAD (SR 202); thence N 88°05'35" W, parallel with the South line of the North half of the Southeast quarter of the Southwest quarter of said Section a distance of 624.00 feet to the said Easterly right of way margin of the WOODINVILLE REDMOND ROAD (SR 202); thence N 6°55'06" W along said margin a distance of 230.76 feet to a point on the South line of the North 222 feet of the North half of the Southeast quarter of the Southwest quarter of said section; thence S 88°16'28" E along said line a distance of 663.12 feet to a point on the West line of the East 180 feet of said subdivision; thence N 1°34'53" E along said line a distance of 210.00 feet to a point on the North line of the South 210 feet of the North 222 feet of said subdivision; thence N 88°16'28" W along said line a distance of 694.51 feet to the said Easterly right of way margin of the WOODINVILLE REDMOND ROAD (SR 202); thence N 6°55'06" W along said margin a distance of 12.14 feet to the North line of said subdivision; thence S 88°16'28" E along said line a distance of 876.31 feet to the Northeast corner of said subdivision and the Northwest corner of the South half of the Southeast quarter of said section; thence S 88°21'08" E along the North line of said subdivision a distance of 1461.93 feet to a point on the West boundary of GROUSEMONT ESTATES DIV. NO. 1 as recorded in volume 134 of plats, pages 51-56, records of said county, thence along said boundary the following courses and distances; S 1°38'52" W 200.00 feet; S 88°21'08" E 80.44 feet to the beginning of a curve to the right having a radius of 700.73 feet; Easterly along said curve through a central angle of 26°21'08" an arc distance of 322.29 feet to a point of reverse curvature and the beginning of a curve to the left having a radius of 556.02 feet; Easterly along said curve through a central angle of 12°00'00" an arc distance of 116.45 feet; S 16°00'00" W 60.00 feet to a point on the arc of a curve to the right from which the center bears N 16°00'00" E 616.02 feet distant; Westerly along said curve through a central angle of 12°00'00" an arc distance of 129.02 feet to a point of reverse curvature and the beginning of a curve to the left having a radius of 640.73 feet; Westerly along said curve through a central angle of 26°21'08" an arc distance of 294.69 feet to a point of tangency; N 88°21'08" W 75.27 feet; S 18°45'00" W 157.63 feet; S 77°00'00" W 134.88 feet; S 7°16'12" W 344.48 feet; N 82°43'48" W 60.00 feet; N 7°16'12" E 5.00 feet; N 88°21'08" W 197.95 feet; N 7°16'12" E 319.23 feet; N 88°21'08" W 369.00 feet; S 22°00'00" W 55.37 feet; N 70°45'00" W 207.01 feet to a point on the arc of a curve to the left from which the center bears S 70°45'00" E 270.00 feet distant; Southerly along said curve through a central angle of 4°30'00" an arc distance of 21.21 feet; N 75°15'00" W 60.00 feet to a point on the arc of a curve to the right from which the center bears S 75°15'00" E 330.00 feet distant; Northerly along said curve through a central angle of 9°45'00" an arc distance of 56.16 feet; N 70°46'34" W 164.40 feet; N 87°30'00" W 80.29 feet; S 3°15'00" W 311.00 feet and thence N 87°42'26" W 151.84 feet to the POINT OF BEGINNING.

EXHIBIT 5

001018

**AFFIDAVIT OF CORRECTION**

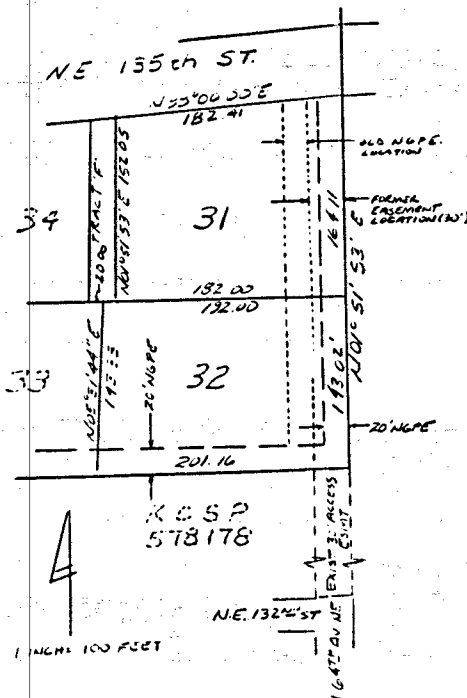
**GROUSEMONT ESTATES DIV. NO. 1**

S.E. 1/4, Sec. 23, & N. 1/2 Sec. 26, T. 26 N., R. 5E., W. N., King County, WA.

Edwin J. Green, Jr., being duly sworn, deposes and says that he is the Land Surveyor who prepared the plat of GROUSEMONT ESTATES DIV. NO. 1 as recorded in Volume 134 of Plats, pages 51 through 56, records of King County, WA; in which a change of requirements exists as follows:

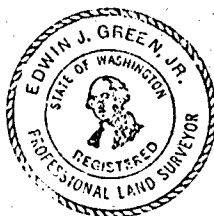
8706170620

The 30' access easement that was shown on the face of the plat lying within Lots 31 and 32 merged with the legal title prior to the recordation of the plat of GROUSEMONT ESTATES DIV. NO. 1, and is not intended to afford access to adjoining properties. Therefore, the intention of this affidavit is to reflect said merger by the removal of the delineation of the aforementioned 30' access easement.



RECEIVED THIS DAY

JUN 17 11 10 AM '87  
BY THE CLERK OF  
RECORDS  
KING COUNTY, WA



87-06-17 RECD F 6.00  
CASHSL \*\*\*\*\*6.00

Dated at \_\_\_\_\_, Washington this \_\_\_\_\_ day of \_\_\_\_\_, 1987.

Edwin J. Green, Jr., P.L.S., Cert. # 15025  
Geo-Dimensions, Inc.  
4020 Lake Washington Blvd NE, #100  
Kirkland, WA 98033

STATE OF WASHINGTON )  
COUNTY OF KING ) ss.

This is to certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 1987, before me, a Notary Public, personally appeared Edwin J. Green, Jr., to me known to be the individual who executed the above Affidavit, and acknowledged the said Affidavit to be his voluntary act and deed, and acknowledged to me that the same is true and correct.

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

Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_

AFF 8706170620

AFFIDAVIT OF CORRECTION

APPROVALS

Examined and approved this 10<sup>th</sup> day of June, 1987.

KING COUNTY PARKS, PLANNING, AND RESOURCES DEPARTMENT

*Don Burtin*  
Manager, Building and Land Development Division

Examined and approved this 10 day of June, 1987.

*John S. [unclear]*  
Development Engineer

Examined and approved this 11 day of JUNE, 1987.

KING COUNTY DEPARTMENT OF ASSESSMENTS

*Ruth R. Riden*  
King County Assessor

*De [unclear]*  
Deputy King County Assessor

8706170620

FILED for Record at Request of

Page 2 of 2 Geo-Dimensions Inc.

corres\memo\affdavit.apr

Address 3805 108<sup>th</sup> AV NE  
Bellevue

14. JUDGMENT:

AGAINST: Jack Moore et ux  
IN FAVOR OF: Pacific General Construction, Inc.  
AMOUNT: \$4,748.13 at 12% per annum plus \$17.00 costs  
ENTERED: May 24, 1985  
KING COUNTY  
JUDGMENT NO.: 85-9-07219-2  
SUPERIOR COURT CAUSE NO.: 85-2-08399-7  
ATTORNEY FOR CREDITOR: Mark Harbaugh

NOTE: The lien of said judgments shown in Paragraphs 13 and 14 depends upon the identity of the judgment debtor with Jack C. Moore.

The enclosed statement of identity form should be completed and returned to the Company to assist in establishing proper identity.

15. MATTERS RELATED TO ALTA LOAN POLICY COVERAGE, DISPOSITION OF WHICH WILL BE DETERMINED BY OUR INSPECTION:

- a) Unrecorded material or labor liens.
- b) Encroachments.
- c) Rights of parties in possession.
- d) Any impairment of easements shown at paragraph(s) 5 and 6.
- e) Any breach of the covenants, conditions or restrictions shown at paragraph(s) 6 and 7.

NOTE 1:

Assessed Valuation:

Land: \$168,800.00  
Improvements: \$268,100.00

NOTE 2:

Property Address:

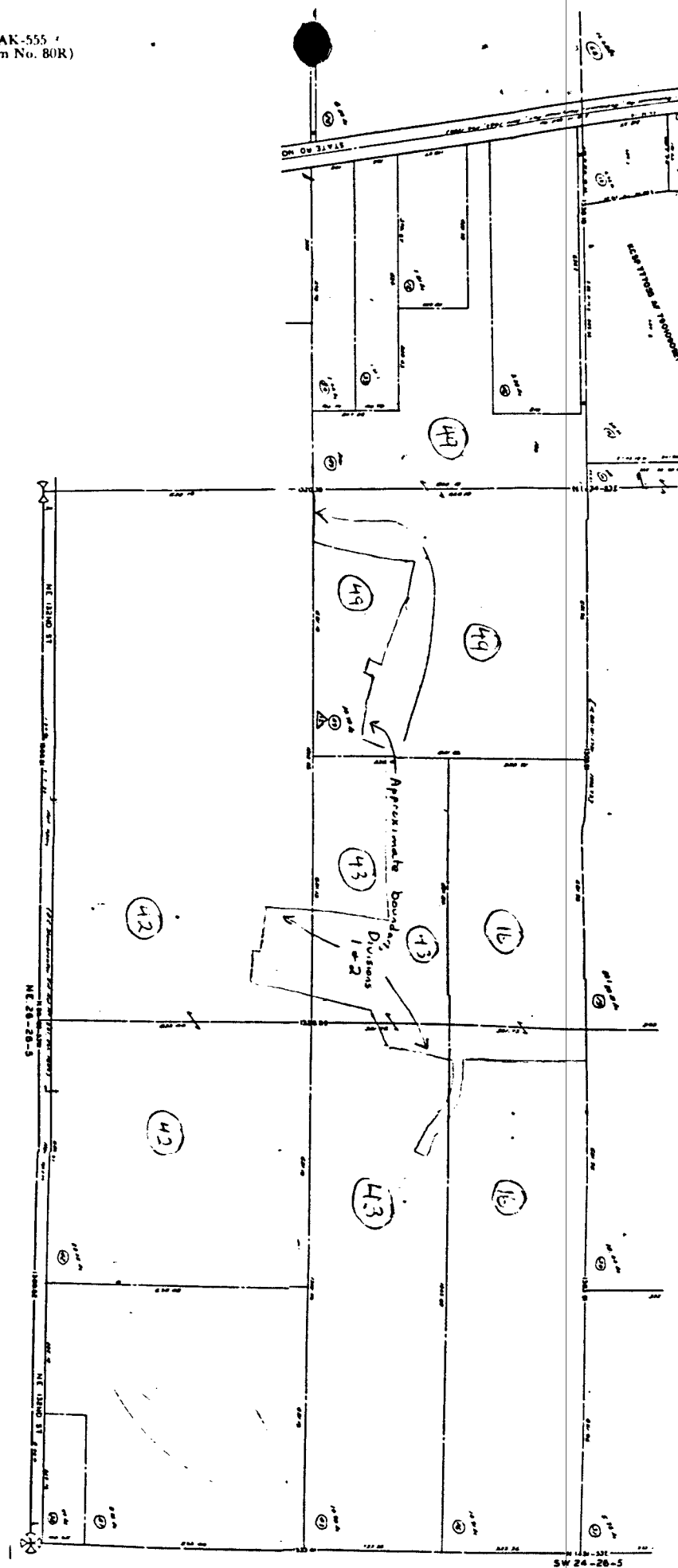
15904 N. E. 133rd St.  
Redmond, WA 98052

END OF EXCEPTIONS

Investigation should be made to determine if there are any service, installation, maintenance or construction charges for sewer, water, or electricity.

In the event this transaction fails to close, a cancellation fee will be charged for services rendered in accordance with our rate schedule.

ORDER NO. 855564  
ESCROW NO. \_\_\_\_\_  
LOAN NO. \_\_\_\_\_  
MORTGAGOR \_\_\_\_\_  
PLAT MAP Vol \_\_\_\_\_ PG \_\_\_\_\_



This map does not purport to show all highways, roads or easements affecting said property; no liability is assumed for variations in dimensions and location.