

Provided sources of: Tony Meier Real Estate Services Inc. 425-466-1000
All information contained herein is believed to be accurate
and is from reliable sources but is offered without warranty or guarantee.

8901240555

Filed for Record at Request of
and After Recording Return to

English Hill Associates,
a Washington Joint Venture
Post Office Box 3866
Bellevue, Washington 98009

89/01/24 110555 E
RECD F 27.00
CRSHSL ***27.00
55

JAN 21 1 27 PM '89
BY THE DEPARTMENT OF
RECORDS & EASEMENTS
KING COUNTY

RECEIVED THIS DAY

DECLARATION

AND

COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS
AND RESERVATIONS

FOR

WYNDHAM KNOLL

8901240555

Table of Contents

| | <u>Page</u> |
|---|-------------|
| ARTICLE 1. DEFINITIONS | 1 |
| Section 1.1 Words Defined | 1 |
| Section 1.2 Form of Words | 3 |
| ARTICLE 2. DEVELOPMENT IN PHASES; DESCRIPTION OF LAND | 3 |
| ARTICLE 3. COMMON AREAS AND EASEMENTS | 3 |
| Section 3.1 Common Areas | 3 |
| Section 3.2 Alteration of Common Area | 3 |
| Section 3.3 Easements for Utilities and Drainage | 3 |
| Section 3.4 Easements for Declarant | 4 |
| ARTICLE 4. CONSTRUCTION ON LOTS AND USE OF LOTS | 4 |
| Section 4.1 Uniformity of Use and Appearance | 4 |
| Section 4.2 Submission of Plans | 4 |
| Section 4.3 Construction | 5 |
| Section 4.4 Minimum Size | 5 |
| Section 4.5 Use Restrictions | 5 |
| 4.5.1 Residential Use | 5 |
| 4.5.2 Maintenance of Buildings and Lots | 6 |
| 4.5.3 Completion of Construction | 6 |
| 4.5.4 Parking | 6 |
| 4.5.5 Signs | 6 |
| 4.5.6 Animals | 6 |
| 4.5.7 Temporary Structures | 6 |
| 4.5.8 Clothes Lines | 7 |
| 4.5.9 Radio and Television Aerials | 7 |
| 4.5.10 Trash Containers and Debris | 7 |
| 4.5.11 Offensive Activity | 7 |
| 4.5.12 Setbacks | 7 |
| 4.5.13 Fences | 7 |
| 4.5.14 Underground Utilities | 7 |
| 4.5.15 Drainage | 7 |
| 4.5.16 Septic Tanks | 8 |
| 4.5.17 Tree Cutting | 8 |
| 4.5.18 Damage | 8 |
| 4.5.19 Yard Lamps | 8 |
| 4.5.20 Sewage Disposal | 8 |
| 4.5.21 Driveways | 8 |
| 4.5.22 Landscaping Completion | 8 |
| 4.5.23 View Control Plan | 8 |
| Section 4.6 Damage Deposit | 9 |

8901240555

Table of Contents
Continued

| | <u>Page</u> |
|---|-------------|
| ARTICLE 5. WYNDHAM KNOLL OWNERS' ASSOCIATION | 9 |
| Section 5.1 Form of Association | 9 |
| Section 5.2 Board of Directors | 9 |
| Section 5.3 Qualification for Membership | 10 |
| Section 5.4 Transfer of Membership | 10 |
| Section 5.5 Number of Votes | 10 |
| Section 5.6 Voting | 10 |
| Section 5.7 Pledged Votes | 10 |
| Section 5.8 Annual and Special Meetings | 10 |
| Section 5.9 Books and Records | 11 |
| Section 5.10 Transition Date | 11 |
| ARTICLE 6. NOTICES FOR ALL PURPOSES | 11 |
| ARTICLE 7. AUTHORITY OF THE BOARD | 12 |
| Section 7.1 Adoption of Rules and Regulations | 12 |
| Section 7.2 Enforcement of Declaration, Etc. | 12 |
| Section 7.3 Goods and Services | 12 |
| Section 7.4 Protection of Common Area | 13 |
| ARTICLE 8. BUDGET AND ASSESSMENT FOR COMMON EXPENSES | 13 |
| Section 8.1 Fiscal Year; Preparation of Budget | 13 |
| Section 8.2 Certificate of Unpaid Assessments | 13 |
| Section 8.3 Date of Commencement of Annual Assessments | 13 |
| ARTICLE 9. LIEN AND COLLECTION OF ASSESSMENTS | 14 |
| Section 9.1 Assessments Are a Lien; Priority | 14 |
| Section 9.2 Lien May Be Foreclosed | 14 |
| Section 9.3 Assessments Are Personal Obligations | 14 |
| Section 9.4 Late Charges and Interest on Delinquent Assessments | 14 |
| Section 9.5 Recovery of Attorneys' Fees and Costs ... | 15 |
| Section 9.6 Remedies Cumulative | 15 |
| Section 9.7 No Avoidance of Assessments | 15 |
| ARTICLE 10. FAILURE OF BOARD TO INSIST ON STRICT PERFORMANCE NO WAIVER | 15 |
| ARTICLE 11. LIMITATION OF LIABILITY | 15 |
| ARTICLE 12. INDEMNIFICATION | 16 |

8901240555

Table of Contents
Continued

| | <u>Page</u> |
|---|-------------|
| ARTICLE 13. INSURANCE | 16 |
| ARTICLE 14. DAMAGE AND REPAIR OF DAMAGE TO PROPERTY | 16 |
| ARTICLE 15. AMENDMENTS OF DECLARATION | 17 |
| ARTICLE 16. ANNEXATION AND SUBDIVISION | 17 |
| ARTICLE 17. DURATION | 17 |
| ARTICLE 18. RESERVATION OF DECLARANT'S RIGHT TO AMEND TO COMPLY WITH FHMA, FHLBC, OR FHA REQUIREMENTS | 17 |
| Section 18.1 Amendment by Declarant | 17 |
| Section 18.2 Authorization to Amend | 18 |
| Section 18.3 Duration | 18 |
| ARTICLE 19. SEVERABILITY | 18 |
| ARTICLE 20. EFFECTIVE DATE | 18 |
| ARTICLE 21. ASSIGNMENT BY DECLARANT | 18 |

8901240555

THIS DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS (this "Declaration") is made by English Hill Associates, a Washington joint venture ("Declarant"), as of this ____ day of _____, 198__.

RECITALS

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

The Property was subdivided as shown in the Plat for Wyndham Knoll recorded in volume 1144 of Plate, pages 28-30, 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 Wyndham Knoll 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.

8901240555

1.1.5 "Declarant" shall mean English Hill Associates, a Washington joint venture.

1.1.6 "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions, and Reservations for Wyndham Knoll, 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 "Lot" shall mean any one of the 38 lots numbered 1 through 38 on the Plat of Wyndham Knoll identified on Exhibit 1 hereto, together with the Structures and Improvements thereon.

1.1.9 "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.

1.1.10 "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.

1.1.11 "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.

1.1.12 "Parcel" shall mean the Parcels of land described in Exhibit 1.

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

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

1.1.15 "Plat" shall mean the recorded Plat of Wyndham Knoll and any amendments, corrections or addenda thereto subsequently recorded.

1.1.16 "Property" shall mean the land and all improvements and Structures now or hereafter placed on the land described on Exhibit 1.

8901240555

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

1.1.18 "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

Declarant proposes to develop the Property in one phase on the Parcels of land described in Exhibit 1.

ARTICLE 3. COMMON AREAS AND EASEMENTS

Section 3.1 Common Areas. "Common Areas" means all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners and shall include, without limitation, 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, landscape easements, planter islands, landscaped Plat entrances, open spaces and greenbelts. Without limiting the generality of the foregoing, "Common Areas" shall include improvements such as the boundary fences running generally parallel to N.E. 128th Street and within landscape easements or other improvements upon areas held by the Association for common use by members of the Association. "Common Areas" also shall include project entry signs (and project entry landscaping) regardless of whether located on a Lot, on common areas or on a dedicated right-of-way and any perimeter fences and landscaping on greenbelt easements which are established as part of a final plat and are located across Lots. 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. The Association shall have the right, but not the obligation, to maintain Tracts A, B, C and D on the Plat, if King County fails to do so, and Assess Owners therefor, provided that any such maintenance is not in conflict with any applicable law.

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 cable systems, security and similar systems, and all utilities, including, but not limited to, storm sewers and drainage

8901240555

systems and electrical, gas, telephone, water and sewer lines over a ten (10) 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 of Declarant. During the period that Declarant owns any interest in the Property primarily for the purpose of sale, 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. 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 runoff 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

8901240555

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 Wyndham Knoll. The Board's approval or disapproval of Plans shall be in writing, and approval shall be evidenced by written endorsement on such Plans, one copy of which shall be delivered to the Owner of the Lot upon which the Structure is to be Constructed. If the Board, or its designated representative, fails to approve or disapprove Plans within thirty (30) days of submission, then the Plans shall be deemed approved as submitted. In any judicial action to enforce the Board's decision, the losing party shall pay the prevailing party's attorney's fees and costs, including those incurred in connection with any appeal.

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

Section 4.4 Minimum Size. The floor area of the main house Structure, exclusive of open porches and garages, shall be not less than (i) 2,800 square feet for a dwelling containing a single level, (ii) 3,000 square feet for a dwelling containing two levels and (iii) 3,000 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

8901240555

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, at the Owner's sole expense, shall 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.

4.5.3 Completion of Construction. Any Structure erected or placed on any Lot shall be completed as to external appearance within eight (8) 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 for a period not to exceed fourteen (14) days without consent in writing from the Board.

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 the "For Rent" and "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 at any time may 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.

8901240555

4.5.8 Clothes Line. 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 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) twenty (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 workmanlike 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

9901240555

pipd 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 systems, and where they cannot be so connected, they shall be (i) connected to gravel drywells at least two (2) feet wide, twenty (20) feet long and two (2) feet deep, and (ii) covered with two (2) feet of earth with an overflow pipe at the top.

4.5.16 Septic Tanks. No septic tanks shall be permitted.

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 twelve (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.

4.5.21 Driveways. All driveways shall be surfaced with exposed aggregate concrete or a better material. All concrete driveways shall have an expansion joint at the property line and drain properly to street drainage systems or other appropriate means. No asphalt driveways shall be permitted.

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.

8901240555

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 thirty (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. WYNDHAM KNOLL OWNERS' ASSOCIATION

Section 5.1 Form of Association. The Owners of Lots within the Property shall constitute the Wyndham Knoll 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.

8901240555

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

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

Section 5.5 Number of Votes. The total voting power of the Association at any given time shall equal the number of Lots included within the Property at that time. 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 Plledged 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 ninety (90) consecutive days or more, the Owner's Mortgagee automatically shall 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 thirty (30) days before the Transition Date and ending thirty (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 thirty (30) days before the meeting. At the first such meeting, and at

8901240555

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 fourteen (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 and practices. The books and records, authorizations for payment of expenditures, and all contracts, documents, papers, and other records of the Association shall be available for examination by the Lot Owners, Mortgagees, and the agents or attorneys of either of them, during normal business hours and at any other reasonable time or times.

Section 5.10 Transition Date. The "Transition Date" shall be the date control of the Board passes from Declarant to the Association. The Transition Date will be either (i) the date designated by Declarant in a written notice to the Owners, which date may be by Declarant 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 (3) years after the recording of this Declaration or (b) the 120th day after Declarant has transferred title to the purchasers of Lots representing seventy percent (70%) of the total voting power of all Lot Owners in the Association. 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 sixty percent (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

8901240555

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

Board of Directors
Wyndham Knoll Owners' Association
Post Office Box 3866
Bellevue, Washington 98009

The Board's address may be changed from time to time by the execution and recording of any instrument in the real property Records of King County, Washington which (i) refers to this Declaration and this Article 6 and (ii) sets forth the Board's new address.

ARTICLE 7. AUTHORITY OF THE BOARD

Section 7.1 Adoption of Rules and Regulations. The Board is empowered to adopt, amend, and revoke on behalf of the Association detailed administrative rules and regulations necessary or convenient from time to time to insure compliance with the general guidelines of this Declaration to promote the comfortable use and enjoyment of the Property and to govern the operation and procedures of the Association. The rules and regulations may, without limitation, authorize voting by proxy or mail, or both, on Association matters. The rules and regulations of the Association shall be binding upon all Owners and occupants and all other Persons claiming any interest in the Property.

Section 7.2 Enforcement of Declaration, Etc. The Board shall have the power to enforce the provisions of this Declaration, and the rules and regulations of the Association for the benefit of the Association. The failure of any Owner to comply with the provisions of this Declaration, or the rules and regulations of the Association will give rise to a cause of action in the Association (acting through the Board) and any aggrieved Lot Owner for recovery of damages, or injunctive relief, or both. If a legal action is brought to interpret or enforce compliance with the provisions of this Declaration, or the rules or regulations of the 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.

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

8901240555

improvements. The Board may hire such employees as it considers necessary.

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

ARTICLE 8. BUDGET AND ASSESSMENT FOR COMMON EXPENSES

Section 8.1 Fiscal Year; Preparation of Budget. The Board may adopt such fiscal year for the Association as it deems to be convenient. Unless another year is adopted, the fiscal year will be the calendar year. As soon as the Board in its discretion deems advisable and prior to the expiration of each fiscal year thereafter, the Board shall establish a budget for the costs of maintaining the Common Area during the ensuing fiscal year. The Board shall then assess each Lot within the Property with its pro rata share, based upon the number of Lots then within the Property, of such estimated costs. The Board, at its election, may require the Lot Owners to pay the amount assessed in equal monthly or quarterly installments or in a lump sum annual installment. The Board shall notify each Lot Owner in writing at least ten (10) days in advance of each assessment period of the amount of the assessment for said period, which notice shall be accompanied by a copy of the budget upon which the assessment is based. The assessments levied by the Board shall be used exclusively to promote the recreation, health, safety and welfare of the Lot Owners and for the improvement and maintenance of the Common Areas.

Section 8.2 Certificate of Unpaid Assessments. Any failure by the Board or the Association to make the budget and assessments hereunder before the expiration of any fiscal year for the ensuing fiscal year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of the Owners from the obligation to pay assessments during that or any subsequent year, and the assessment amount and payment method established for the preceding fiscal year (if any) shall continue until a new assessment is established. Upon the request of any Owner or Mortgagee or prospective Owner or prospective Mortgagee of a Lot, the Board will furnish a statement of the amount, if any, of unpaid assessments charged to the Lot. The statement shall be conclusive upon the Board and the Association as to the amount of such indebtedness on the date of the statement in favor of all purchasers and Mortgagees of the Lot who rely on the statement in good faith. All assessments and other receipts received by the Association shall belong to the Association.

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

ARTICLE 9. LIEN AND COLLECTION OF ASSESSMENTS

Section 9.1 Assessments Are a Lien; Priority. All unpaid sums assessed by the Association for the share of the common expenses chargeable to any Lot and any sums specially assessed to any Lot under the authority of this Declaration shall constitute a lien on the Lot and all its appurtenances from the date the assessment becomes due and until fully paid. The lien for such unpaid assessments shall be subordinate to tax liens on the Lot in favor of any assessing unit and/or special district, and to all sums unpaid on all First Mortgages of record, but, to the extent permitted by applicable law, shall have priority over all other liens against the Lot. A First Mortgage 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 attorneys' fees in the event of delinquency, shall be the joint and several personal obligations of the Owner and any contract purchaser of the Lot when the assessment is made and their grantees. Suit to recover personal judgment for any delinquent assessments shall be maintainable without foreclosing or waiving the liens securing them.

Section 9.4 Late Charges and Interest on Delinquent Assessments. The Board may from time to time establish late charges and a rate of interest to be charged on assessments 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 twelve percent (12%) per annum. If an installment on an assessment against a Lot is not paid when due, the Board may elect to

8901240555

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 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

DocuSign Envelope ID: 9901240555
All information contained herein is believed to be accurate and is from reliable sources but is offered without warranty or guarantee.

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 twenty (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 twenty percent (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

8901240555

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 sixty percent (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 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 (10) 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 FNMA, FHLNC 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 ("FHLNC") 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 FHLNC or FNMA or if such amendment is necessary to secure funds or financing provided by, through or in conjunction with FHLNC 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

Provided by Tomy Meyer Real Estate Services Inc. 425-466-1000
All Information contained within this document is believed to be accurate
and is from reliable sources but is offered without warranty or guarantee.
301240555

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



Elaine Burdon
NOTARY PUBLIC in and for the State
of Washington, residing at
Redmond

My appointment expires at
2.9.91

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:

SAVINGS BANK OF PUGET SOUND

By: [Signature]
Its: S.B.V.P.

STATE OF WASHINGTON, } ss.
County of King

I certify that I know or have satisfactory evidence that W. Remenick
signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged
it as the Senior Vice President of Puget Sound Bank
to be the free and voluntary act and deed of said party for the uses and purposes mentioned in this instrument.

Dated:



Carol M. Clansbury
Notary Public in and for the State of Washington,
residing at Kirkland

My appointment expires 8/15/92

ATTORNEY REPRESENTATIVE

Provided by Tony Meier, State Services Inc. 425-466-1000
All information contained within this document is believed to be accurate
and is from reliable sources but is offered without warranty or guarantee.
8301240555

STATE OF WASHINGTON)
COUNTY OF KING) ss.

THIS IS TO CERTIFY that on this 17th day of January, 1989, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Michael E. Andrews, to me known to be the President of Crown Capital Corporation, 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.



Carol M. Clansburgh
NOTARY PUBLIC in and for the State
of Washington, residing at
Kirkland

My appointment expires at
8/15/92

STATE OF WASHINGTON)
COUNTY OF KING) ss.

THIS IS TO CERTIFY that on this _____ day of _____, 198____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Charles L. Henderson, to me known to be Charles L. Henderson and to me known to be the attorney-in-fact for Cindy Walters Henderson, and he acknowledged his signature upon and execution of the foregoing instrument, respectively in his own behalf and as attorney-in-fact for Cindy Walters Henderson, to be the free and voluntary act and deed of Charles L. Henderson and Cindy Walters Henderson for the uses and purposes therein mentioned, and on oath he stated that he was authorized to execute said instrument, respectively in his own behalf and as attorney-in-fact for Cindy Walters Henderson.

8901240555

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 21. ASSIGNMENT BY DECLARANT

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

DECLARANT:

ENGLISH HILL ASSOCIATES, a
Washington Joint Venture

BY: CROWN CAPITAL CORPORATION

By: Michael E. Andrews
Michael E. Andrews, President

BY: Charles L. Henderson
Charles L. Henderson

BY: Cindy Walters Henderson
Cindy Walters Henderson

STATE OF WASHINGTON.

County of King

On this 17th day of January, 1989, personally appeared before me Charles L. Henderson

to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 17th day of January, 1989.

Carol M. Chambers
Notary Public in and for the State of Washington

Provided by: Tony Meier Real Estate Services Inc. 425-466-1000
All information contained within this document is believed to be accurate
1ST AM-S and is from reliable sources but is offered without warranty or guarantee.

Filed for Record at Request of
FIRST AMERICAN TITLE
FOURTH & BLANCHARD BLDG.
SEATTLE, WA 98121

Filed for Record at Request of
and After Recording Return to

English Hill Associates,
a Washington Joint Venture
Post Office Box 3866
Bellevue, Washington 98009

89/00/06 #0833 R
RECD F 28.00
CASHSL. 11/23.00
55

DECLARATION
AND
COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS
AND RESERVATIONS

FOR
WYNHAM KNOLL

NOV 6 11 32 AM '89

RECEIVED THIS DAY

8902060833

Table of Contents

| | <u>Page</u> |
|---|-------------|
| ARTICLE 1. DEFINITIONS | 1 |
| Section 1.1 Words Defined | 1 |
| Section 1.2 Form of Words | 3 |
| ARTICLE 2. DEVELOPMENT IN PHASES; DESCRIPTION OF LAND | 3 |
| ARTICLE 3. COMMON AREAS AND EASEMENTS | 3 |
| Section 3.1 Common Areas | 3 |
| Section 3.2 Alteration of Common Area | 3 |
| Section 3.3 Easements for Utilities and Drainage | 3 |
| Section 3.4 Easements for Declarant | 4 |
| ARTICLE 4. CONSTRUCTION ON LOTS AND USE OF LOTS | 4 |
| Section 4.1 Uniformity of Use and Appearance | 4 |
| Section 4.2 Submission of Plans | 4 |
| Section 4.3 Construction | 5 |
| Section 4.4 Minimum Size | 5 |
| Section 4.5 Use Restrictions | 5 |
| 4.5.1 Residential Use | 5 |
| 4.5.2 Maintenance of Buildings and Lots | 6 |
| 4.5.3 Completion of Construction | 6 |
| 4.5.4 Parking | 6 |
| 4.5.5 Signs | 6 |
| 4.5.6 Animals | 6 |
| 4.5.7 Temporary Structures | 6 |
| 4.5.8 Clothes Lines | 7 |
| 4.5.9 Radio and Television Aerials | 7 |
| 4.5.10 Trash Containers and Debris | 7 |
| 4.5.11 Offensive Activity | 7 |
| 4.5.12 Setbacks | 7 |
| 4.5.13 Fences | 7 |
| 4.5.14 Underground Utilities | 7 |
| 4.5.15 Drainage | 7 |
| 4.5.16 Septic Tanks | 8 |
| 4.5.17 Tree Cutting | 8 |
| 4.5.18 Damage | 8 |
| 4.5.19 Yard Lamps | 8 |
| 4.5.20 Sewage Disposal | 8 |
| 4.5.21 Driveways | 8 |
| 4.5.22 Landscaping Completion | 8 |
| 4.5.23 View Control Plan | 8 |
| Section 4.6 Damage Deposit | 9 |

8902060833

Table of Contents
Continued

| | <u>Page</u> |
|---|-------------|
| ARTICLE 5. WYNDHAM KNOLL OWNERS' ASSOCIATION | 9 |
| Section 5.1 Form of Association | 9 |
| Section 5.2 Board of Directors | 9 |
| Section 5.3 Qualification for Membership | 10 |
| Section 5.4 Transfer of Membership | 10 |
| Section 5.5 Number of Votes | 10 |
| Section 5.6 Voting | 10 |
| Section 5.7 Pledged Votes | 10 |
| Section 5.8 Annual and Special Meetings | 10 |
| Section 5.9 Books and Records | 11 |
| Section 5.10 Transition Date | 11 |
| ARTICLE 6. NOTICES FOR ALL PURPOSES | 11 |
| ARTICLE 7. AUTHORITY OF THE BOARD | 12 |
| Section 7.1 Adoption of Rules and Regulations | 12 |
| Section 7.2 Enforcement of Declaration, Etc. | 12 |
| Section 7.3 Goods and Services | 12 |
| Section 7.4 Protection of Common Area | 13 |
| ARTICLE 8. BUDGET AND ASSESSMENT FOR COMMON EXPENSES | 13 |
| Section 8.1 Fiscal Year; Preparation of Budget | 13 |
| Section 8.2 Certificate of Unpaid Assessments | 13 |
| Section 8.3 Date of Commencement of Annual Assessments | 13 |
| ARTICLE 9. LIEN AND COLLECTION OF ASSESSMENTS | 14 |
| Section 9.1 Assessments Are a Lien; Priority | 14 |
| Section 9.2 Lien May Be Foreclosed | 14 |
| Section 9.3 Assessments Are Personal Obligations ... | 14 |
| Section 9.4 Late Charges and Interest on Delinquent Assessments | 14 |
| Section 9.5 Recovery of Attorneys' Fees and Costs ... | 15 |
| Section 9.6 Rescissions Cumulative | 15 |
| Section 9.7 No Avoidance of Assessments | 15 |
| ARTICLE 10. FAILURE OF BOARD TO INSIST ON STRICT PERFORMANCE NO WAIVER | 15 |
| ARTICLE 11. LIMITATION OF LIABILITY | 15 |
| ARTICLE 12. INDEMNIFICATION | 16 |

8902060833

Table of Contents
 Continued

| | <u>Page</u> |
|---|-------------|
| ARTICLE 13. INSURANCE | 16 |
| ARTICLE 14. DAMAGE AND REPAIR OF DAMAGE TO PROPERTY | 16 |
| ARTICLE 15. AMENDMENTS OF DECLARATION | 17 |
| ARTICLE 16. ANNEXATION AND SUBDIVISION | 17 |
| ARTICLE 17. DURATION | 17 |
| ARTICLE 18. RESERVATION OF DECLARANT'S RIGHT TO AMEND TO COMPLY WITH FNMA, FHLMC, OR FHA REQUIREMENTS | 17 |
| Section 18.1 Amendment by Declarant | 17 |
| Section 18.2 Authorization to Amend | 18 |
| Section 18.3 Duration | 18 |
| ARTICLE 19. SEVERABILITY | 10 |
| ARTICLE 20. EFFECTIVE DATE | 18 |
| ARTICLE 21. ASSIGNMENT BY DECLARANT | 18 |

Property of: Title Insurance Services Inc. 425-466-1000
All information contained within this document is believed to be accurate
and is from reliable sources but is offered without warranty or guarantee.
6902060833

THIS DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS (this "Declaration") is made by English Hill Associates, a Washington joint venture ("Declarant"), as of this ____ day of _____, 198__.

RECITALS

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

The Property was subdivided as shown in the Plat for Wyndham Knoll 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 Wyndham Knoll 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.

8902060833

1.1.5 "Declarant" shall mean English Hill Associates, a Washington joint venture.

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

1.1.7 "First Mortgage" and "First Mortgagees" 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 Mortgagees shall be deemed a separate Mortgagee for each such First Mortgage so held.

1.1.8 "Lot" shall mean any one of the 38 lots numbered 1 through 38 on the Plat of Wyndham Knoll identified on Exhibit 1 hereto, together with the Structures and improvements thereon.

1.1.9 "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.

1.1.10 "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.

1.1.11 "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.

1.1.12 "Parcel" shall mean the Parcels of land described in Exhibit 1.

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

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

1.1.15 "Plat" shall mean the recorded Plat of Wyndham Knoll and any amendments, corrections or addenda thereto subsequently recorded.

1.1.16 "Property" shall mean the land and all improvements and Structures now or hereafter placed on the land described on Exhibit 1.

8902060833

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

1.1.18 "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

Declarant proposes to develop the Property in one phase on the Parcels of land described in Exhibit 1.

ARTICLE 3. COMMON AREAS AND EASEMENTS

Section 3.1 Common Areas. "Common Areas" means all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners and shall include, without limitation, 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, landscape easements, planter islands, landscaped Plat entrances, open spaces and greenbelts. Without limiting the generality of the foregoing, "Common Areas" shall include improvements such as the boundary fences running generally parallel to N.E. 128th Street and within landscape easements or other improvements upon areas held by the Association for common use by members of the Association. "Common Areas" also shall include project entry signs (and project entry landscaping) regardless of whether located on a Lot, on common areas or on a dedicated right-of-way and any perimeter fences and landscaping on greenbelt easements which are established as part of a final plat and are located across Lots. 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. The Association shall have the right, but not the obligation, to maintain Tracts A, B, C and D on the Plat, if King County fails to do so, and assess Owners therefor, provided that any such maintenance is not in conflict with any applicable law.

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 cable systems, security and similar systems, and all utilities, including, but not limited to, storm sewers and drainage

8902060833

systems and electrical, gas, telephone, water and sewer lines over a ten (10) 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 of Declarant. During the period that Declarant owns any interest in the Property primarily for the purpose of sale, 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. 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 runoff 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

6902060833

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 Wyndham Knoll. The Board's approval or disapproval of Plans shall be in writing, and approval shall be evidenced by written endorsement on such Plans, one copy of which shall be delivered to the Owner of the Lot upon which the Structure is to be Constructed. If the Board, or its designated representative, fails to approve or disapprove Plans within thirty (30) days of submission, then the Plans shall be deemed approved as submitted. In any judicial action to enforce the Board's decision, the losing party shall pay the prevailing party's attorney's fees and costs, including those incurred in connection with any appeal.

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

Section 4.4 Minimum Size. The floor area of the main house Structure, exclusive of open porches and garages, shall be not less than (i) 2,800 square feet for a dwelling containing a single level, (ii) 3,000 square feet for a dwelling containing two levels and (iii) 3,000 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

8902060833

8902060833

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 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) twenty (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 workmanlike 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

8902060833

pipd 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 systems, and where they cannot be so connected, they shall be (i) connected to gravel drywells at least two (2) feet wide, twenty (20) feet long and two (2) feet deep, and (ii) covered with two (2) feet of earth with an overflow pipe at the top.

4.5.16 Septic Tanks. No septic tanks shall be permitted.

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 twelve (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.

4.5.21 Driveways. All driveways shall be surfaced with exposed aggregate concrete or a better material. All concrete driveways shall have an expansion joint at the property line and drain properly to street drainage systems or other appropriate means. No asphalt driveways shall be permitted.

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.

8902060833

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 thirty (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. WYNDHAM KNOLL OWNERS' ASSOCIATION

Section 5.1 Form of Association. The Owners of Lots within the Property shall constitute the Wyndham Knoll 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.

8902060833

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

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

Section 5.5 Number of Votes. The total voting power of the Association at any given time shall equal the number of Lots included within the Property at that time. 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 ninety (90) consecutive days or more, the Owner's Mortgagee automatically shall 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 thirty (30) days before the Transition Date and ending thirty (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 thirty (30) days before the meeting. At the first such meeting, and at

8902060833

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 fourteen (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 and practices. The books and records, authorizations for payment of expenditures, and all contracts, documents, papers, and other records of the Association shall be available for examination by the Lot Owners, Mortgagees, and the agents or attorneys of either of them, during normal business hours and at any other reasonable time or times.

Section 5.10 Transition Date. The "Transition Date" shall be the date control of the Board passes from Declarant to the Association. The Transition Date will be either (i) the date designated by Declarant in a written notice to the Owners, which date may be by Declarant 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 (3) years after the recording of this Declaration or (b) the 120th day after Declarant has transferred title to the purchasers of Lots representing seventy percent (70%) of the total voting power of all Lot Owners in the Association. 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 sixty percent (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

Board of Directors
Wyndham Knoll Owners' Association
Post Office Box 3866
Bellevue, Washington 98009

The Board's address may be changed from time to time by the execution and recording of any instrument in the real property Records of King County, Washington which (i) refers to this Declaration and this Article 6 and (ii) sets forth the Board's new address.

Section 7.1 Adoption of Rules and Regulations. The Board is empowered to adopt, amend, and revoke on behalf of the Association detailed administrative rules and regulations necessary or convenient from time to time to insure compliance with the general guidelines of this Declaration to promote the comfortable use and enjoyment of the Property and to govern the operation and procedures of the Association. The rules and resolutions may, without limitation, authorize voting by proxy or in person, or both, on Association matters. The rules and regulations of the Association shall be binding upon all Owners and occupants and all other Persons claiming any interest in the Property.

Section 7.2 Enforcement of Declaration, Etc. The Board shall have the power to enforce the provisions of this Declaration, and the rules and regulations of the Association for the benefit of the Association. The failure of any Owner to comply with the provisions of this Declaration, or the rules and regulations of the Association will give rise to a cause of action in the Association (acting through the Board) and any aggrieved Lot Owner for recovery of damages, or injunctive relief, or both. If a legal action is brought to interpret or enforce compliance with the provisions of this Declaration, or the rules or regulations of the 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.

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

8902060833

improvements. The Board may hire such employees as it considers necessary.

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

ARTICLE 8. BUDGET AND ASSESSMENT FOR COMMON EXPENSES

Section 8.1 Fiscal Year; Preparation of Budget. The Board may adopt such fiscal year for the Association as it deems to be convenient. Unless another year is adopted, the fiscal year will be the calendar year. As soon as the Board in its discretion deems advisable and prior to the expiration of each fiscal year thereafter, the Board shall establish a budget for the costs of maintaining the Common Area during the ensuing fiscal year. The Board shall then assess each Lot within the Property with its pro rata share, based upon the number of Lots then within the Property, of such estimated costs. The Board, at its election, may require the Lot Owners to pay the amount assessed in equal monthly or quarterly installments or in a lump sum annual installment. The Board shall notify each Lot Owner in writing at least ten (10) days in advance of each assessment period of the amount of the assessment for said period, which notice shall be accompanied by a copy of the budget upon which the assessment is based. The assessments levied by the Board shall be used exclusively to promote the recreation, health, safety and welfare of the Lot Owners and for the improvement and maintenance of the Common Areas.

Section 8.2 Certificate of Unpaid Assessments. Any failure by the Board or the Association to make the budget and assessments hereunder before the expiration of any fiscal year for the ensuing fiscal year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of the Owners from the obligation to pay assessments during that or any subsequent year, and the assessment amount and payment method established for the preceding fiscal year (if any) shall continue until a new assessment is established. Upon the request of any Owner or Mortgagee or prospective Owner or prospective Mortgagee of a Lot, the Board will furnish a statement of the amount, if any, of unpaid assessments charged to the Lot. The statement shall be conclusive upon the Board and the Association as to the amount of such indebtedness on the date of the statement in favor of all purchasers and Mortgagees of the Lot who rely on the statement in good faith. All assessments and other receipts received by the Association shall belong to the Association.

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

8902060833

ARTICLE 9. LIEN AND COLLECTION OF ASSESSMENTS

Section 9.1 Assessments Are a Lien; Priority. All unpaid sums assessed by the Association for the share of the common expenses chargeable to any Lot and any sums specially assessed to any Lot under the authority of this Declaration shall constitute a lien on the Lot and all its appurtenances from the date the assessment becomes due and until fully paid. The lien for such unpaid assessments shall be subordinate to tax liens on the Lot in favor of any assessing unit and/or special district, and to all sums unpaid on all First Mortgages of record, but, to the extent permitted by applicable law, shall have priority over all other liens against the Lot. A First Mortgagee that obtains possession through a Mortgage foreclosure or deed of trust sale, or by taking a deed in lieu of foreclosure or sale, or a purchaser at a foreclosure sale, shall take the Lot free of any claims for the share of common expenses or assessments by the Association chargeable to the lot which became due before such possession, but will be liable for the common expenses and assessments that accrue after the taking of possession. The Lot's past-due share of common expenses or assessments shall become new common expenses chargeable to all of the Lot Owners, including the Mortgagee or foreclosure sale purchaser and their successors and assigns, in proportion to the number of Lots owned by each of them. Notwithstanding any of the foregoing, however, the Owner and the real estate contract purchaser shall continue to be personally liable for past due assessments as provided in Section 9.3. For purposes of this Section, "Mortgage" does not include a real estate contract and "Mortgagee" does not include the vendor or the assignee or designee of a vendor of a real estate contract.

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

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

Section 9.4 Late Charges and Interest on Delinquent Assessments. The Board may from time to time establish late charges and a rate of interest to be charged on assessments 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 twelve percent (12%) per annum. If an installment on an assessment against a Lot is not paid when due, the Board may elect to

8902060833

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 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

8902060833

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 twenty (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 twenty percent (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

8902060833

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



Elaine Burdon
NOTARY PUBLIC in and for the State
of Washington, residing at
Redmond
My appointment expires at
2-8-91

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:

SAVINGS BANK OF PUGET SOUND

By: [Signature]
Its: S.R.V.P.

STATE OF WASHINGTON, } ss.
County of King

I certify that I know or have satisfactory evidence that W. Renscomb
signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged
it as the Senior Vice President of Puget Sound Bank
to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated:



Carol M. Clansbury
Notary Public in and for the State of Washington,
residing at Kirkland
My appointment expires 5/1/92

A-R-M REPRESENTATIVE

Provided by: Timmy Meier Real Estate Services Inc. 425-466-1000
Information contained within this document is believed to be accurate
and is from reliable sources but is offered without warranty or guarantee.

890204-333

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 21. ASSIGNMENT BY DECLARANT

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

DECLARANT:

ENGLISH HILL ASSOCIATES, a
Washington Joint Venture

BY: CROWN CAPITAL CORPORATION

By: Michael E. Andrews
Michael E. Andrews - President

BY: Charles L. Henderson
Charles L. Henderson

BY: Cindy Walters Henderson
Cindy Walters Henderson *at home in bed*

STATE OF WASHINGTON.

County of Kendall ss.

On this 17th day of January, 1989, I, the undersigned, a Notary Public in and for the State of Washington, personally appeared Charles L. Henderson to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the purposes therein mentioned.

GIVEN under my hand and official seal this 17th day of January, 1989.

Carol M. Chausky
Notary Public in and for the State of Washington
residing at Kirkland

8902060833

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

THIS IS TO CERTIFY that on this 17th day of January, 1989, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Michael E. Andrews, to me known to be the President of Crown Capital Corporation, 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.



Carol M. Clansbury
NOTARY PUBLIC in and for the State
of Washington, residing at
Kirkland

My appointment expires at
8/15/92

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

THIS IS TO CERTIFY that on this _____ day of _____, 198____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Charles L. Henderson, to me known to be Charles L. Henderson and to me known to be the attorney-in-fact for Cindy Walters Henderson, and he acknowledged his signature upon and execution of the foregoing instrument, respectively in his own behalf and as attorney-in-fact for Cindy Walters Henderson, to be the free and voluntary act and deed of Charles L. Henderson and Cindy Walters Henderson for the uses and purposes therein mentioned, and on oath he stated that he was authorized to execute said instrument, respectively in his own behalf and as attorney-in-fact for Cindy Walters Henderson.

9711040488
provided could be used by any other person without the written consent of the owner.
All information contained within this document is believed to be accurate and is from reliable sources but is offered without warranty or guarantee.

After Recording Return to:
Carolann O'Brien Storli
Chien Jacobson & Johnson
1420 Fifth Avenue, Suite 3510
Seattle, Wa 98101-4013



COVER SHEET - INDEXING FORM

TITLE: Certificate of Amendment to Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Wyndham Knoll

CROSS REFERENCE: Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Wyndham Knoll, recorded Feb. 2, 1989 under King County Recording No. 8902060833

GRANTORS: Mathews, Michael, Director Wyndham Knoll Owners' Association
Sale, Robert, Director Wyndham Knoll Owners' Association

GRANTEE: Plat of Wyndham Knoll

LEGAL: PLAT OF WYNDHAM KNOLL recorded January 24, 1989 in Volume 44 of Plats, pages 28-30 King County, Washington.

ASSESSOR'S TAX PARCEL ID #s:

| | | | |
|---------------|--------|---------------|--------|
| 957805-0010-0 | Lot 1 | 957805-0210-0 | Lot 21 |
| 957805-0020-0 | Lot 2 | 957805-0220-0 | Lot 22 |
| 957805-0030-0 | Lot 3 | 957805-0230-0 | Lot 23 |
| 957805-0040-0 | Lot 4 | 957805-0240-0 | Lot 24 |
| 957805-0050-0 | Lot 5 | 957805-0250-0 | Lot 25 |
| 957805-0060-0 | Lot 6 | 957805-0260-0 | Lot 26 |
| 957805-0070-0 | Lot 7 | 957805-0270-0 | Lot 27 |
| 957805-0080-0 | Lot 8 | 957805-0280-0 | Lot 28 |
| 957805-0090-0 | Lot 9 | 957805-0290-0 | Lot 29 |
| 957805-0100-0 | Lot 10 | 957805-0300-0 | Lot 30 |
| 957805-0110-0 | Lot 11 | 957805-0310-0 | Lot 31 |
| 957805-0120-0 | Lot 12 | 957805-0320-0 | Lot 32 |
| 957805-0130-0 | Lot 13 | 957805-0330-0 | Lot 33 |
| 957805-0140-0 | Lot 14 | 957805-0340-0 | Lot 34 |
| 957805-0150-0 | Lot 15 | 957805-0350-0 | Lot 35 |
| 957805-0160-0 | Lot 16 | 957805-0360-0 | Lot 36 |
| 957805-0170-0 | Lot 17 | 957805-0370-0 | Lot 37 |
| 957805-0180-0 | Lot 18 | 957805-0380-0 | Lot 38 |
| 957805-0190-0 | Lot 19 | | |
| 957805-0200-0 | Lot 20 | | |

57104-0488 09/24/89 IN KING COUNTY RECORDS 005 32 14-89

9711040425
Plat of Wyndham Knoll, recorded January 24, 1989 in Volume 144 of Plats, pages 28-30 King County, Washington and subject to the Declaration.
This document is believed to be accurate and is from reliable sources but is offered without warranty or guarantee.

**CERTIFICATE OF AMENDMENT
TO
DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS,
EASEMENTS AND RESERVATIONS FOR
WYNDHAM KNOLL**

THIS CERTIFICATE OF AMENDMENT is executed pursuant to the provisions of Article 15, entitled "Amendments of Declaration" of the Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Wyndham Knoll, filed for record February 2, 1989, Records of King County, Recording No. 8902060833 (the "Declaration") by the undersigned representative of the Board of Directors (the "Board") of the Wyndham Knoll Owners' Association (the "Association"), as of the 24th day of July, 1997.

RECITALS

The members of the Association are the Owners of the Lots (as such terms are defined in the Declaration) legally described as: PLAT OF WYNDHAM KNOLL recorded January 24, 1989 in Volume 44 of Plats, pages 28-30 King County, Washington and subject to the Declaration.

At meetings duly called for such purpose, the members of the Association by 60% affirmative vote of the Lot Owners (as such term is defined in the Declaration) voted to amend the Declaration to provide for two separate Wyndham Knoll Owners' Associations to be known as the Wyndham Knoll Northgate Owners' Association, the members of which are the Owners of those Lots lying North of N.E. 128th St. and numbered 20 through 38 on the Plat of Wyndham Knoll recorded January 24, 1989 in Volume 144 of Plats pages 28-30 a copy of which is attached as Exhibit A (the "Plat Map") and the Wyndham Knoll Southgate Owners' Association, the members of which are the Owners of those Lots lying South of N.E. 128th St. and numbered 1 through 19 on the Plat Map,

AMENDMENT

ARTICLE 1. of the Declaration entitled "Definitions" is amended as follows:

A. Section 1.1.1 is revised to read as follows:

"Association" shall mean either the Wyndham Knoll Northgate Owners' Association or the Wyndham Knoll Southgate Owners' Association, as appropriate, described in Article 5 and other applicable provisions of this Declaration, and their respective successors and assigns.

- B. Section 1.1.2 is revised to read as follows:

"Board" shall mean the Board of Directors of the respective Associations provided for in Article 5.

- C. A new Section 1.1.19 is added which reads as follows:

"Wyndham Knoll Northgate" shall mean those Lots numbered 20 through 38, and Tracts B, C, and D, as identified on the Plat of Wyndham Knoll recorded January 24, 1989, in Volume 144 of Plats, pages 28 - 30 records of King County Washington and lying North of N.E. 128th St.

- D. A new Section 1.20 is added which reads as follows:

"Wyndham Knoll Southgate" shall mean those Lots numbered 1 through 19, and Tract A as identified on the Plat of Wyndham Knoll recorded January 24, 1989, in Volume 144 of Plats, pages 28 - 30 records of King County Washington and lying South of N.E. 128th St.

ARTICLE 5, entitled "Wyndham Knoll Owners' Association is amended as follows:

- A. Section 5.1 is revised to read as follows:

Form of Association. There shall be two separate Owners' Associations for the Property. Each of the associations will be a nonprofit organization in the form as determined by the Board of the respective Association; provided, that from and after the formation of each such nonprofit organization, the respective members and the respective organization shall continue to be governed by the provisions of this Declaration as it may be amended from time to time in accordance with Article 15 hereof. The Owners of Lots 20 through 38 on the Plat Map and lying North of N.E. 128th St. shall constitute the Wyndham Knoll Northgate Owners' Association; the Owners of Lots 1 through 19 on the Plat Map and lying South of N.E. 128th shall constitute the Wyndham Knoll Southgate Owners' Association.

- B. Section 5.2 Board of Directors, is revised to read as follows:

The affairs of each respective Association shall be governed by a Board of Directors (the "Board") which shall be composed of one or more members who are Owners of the Lots composing such Association. Subject to any

971104042: Provided courtesy of: Tony Meier, Real Estate Services Inc. 425-466-1000
All information contained within this document is believed to be accurate and is from reliable sources but is offered without warranty or guarantee.

specific requirements hereof, each respective Board shall have authority to establish operating rules and procedures for its respective Association. 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.

ARTICLE 6, entitled "Notices for All Purposes" is amended by deleting the existing address and substituting therefore the following:

If to the Wyndham Knoll Northgate Owners' Association then to:

Board of Directors
Wyndham Knoll Northgate Owners' Association
11613 - 124th Avenue NE, Suite G#432
Kirkland, WA 98034 -8100

If to the Wyndham Knoll Southgate Owners' Association then to:

Board of Directors
Wyndham Knoll Southgate Owners' Association
Post Office Box 8454
Kirkland, WA 98034 -0454

ARTICLE 22, a new article entitled "Separate Associations and Interpretation" is added to the Declaration. ARTICLE 22 reads as follows:

All references in this Declaration, as amended from time to time, to Association, Persons, Owners, Lot Owners or Board shall apply only to the respective Association, either Wyndham Knoll Northgate or Wyndham Knoll Southgate, and to its Persons, Owners, Lot Owners or Board. Each respective Association and its Board shall have authority only with respect to those Lots and Common Areas within its boundaries. Either Association, through its Board, may record an Amended and Restated Declaration with respect to the Lots and Common Areas that comprise its respective Association.

WYNDHAM KNOLL OWNERS' ASSOCIATION

By 
Member, Board of Directors

By 
Member, Board of Directors

Provided solely for: Tony W. Real Estate Services, Inc. 425 4th Ave. S.
All information contained within this document is believed to be accurate
and is from reliable sources but is offered without warranty or guarantee

9711040425

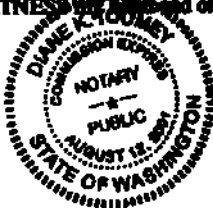
STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

On this 24th day of September, 1997, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **MICHAEL MATHEWS** a member of the Association Board Of Directors, the association that executed the instrument, and acknowledged that he/she is authorized to execute the foregoing instrument on behalf of said association.

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



Diane K. Torrey
NOTARY PUBLIC in and for the State of
Washington, residing at Redmond WA.
My commission expires 8-12-01.

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

On this 1st day of October, 1997, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **ROBERT SALE** a member of the Association Board Of Directors, the association that executed the instrument, and acknowledged that he/she is authorized to execute the foregoing instrument on behalf of said association.

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



Kathleen A. Ardvard
NOTARY PUBLIC in and for the State of
Washington, residing at Duvall WA.
My commission expires 8-10-99.