

Dated June 17, 1969, recorded June 25,
1969 under Auditor's File No. 6529604;
and amended by Auditor's File No. 6668027

THIS DECLARATION, made this 17th day of June, 1969, by NORTHWEST HOMES OF CHEHALIS, INC., a Washington corporation hereinafter referred to as "Developer":

W I T N E S S E T H:

WHEREAS, the Developer is the owner of certain real property, described as Westway, as recorded in Volume 90 of plats, pages 13,14,15, records of King County, Washington; and

WHEREAS, Developer will convey certain of said properties, subject to certain protective covenants, conditions and restrictions, reservations, liens and charges, as hereinafter set forth:

NOW, THEREFORE, Developer hereby declares that the properties described in ARTICLE II hereof shall be held, sold and conveyed, subject to the following easements, restrictions, reservations, charges, liens, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements, restrictions, reservations, charges, liens, covenants and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "The Association" shall mean WESTWAY HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

Section 2. "Developer" shall mean NORTHWEST HOMES OF CHEHALIS, INC., or any successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Developer for the purpose of development.

Section 3. "Trustee" shall mean the Security State Bank, Chehalis, Washington, or any successor Trustee.

Section 4. "Properties" shall mean that certain real property hereinbefore described, and additions thereto as are subject to this declaration or any supplemental declaration.

Section 5. "Common Properties" shall mean all real property owned by the Trustee or the Association for the common use and enjoyment of the members of the Association and shall not include any streets or other area dedicated to public use. (The common properties for Westway Parks are particularly described as follows:)

That portion of the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Southeast $\frac{1}{4}$ of Section 13, Township 21 North, Range 3 East, W.M., King County, Washington; particularly described as follows:

TRACT A

Beginning at the northwest corner of the north half of the southwest quarter of the southeast quarter of Section 13, Township 21 North, Range 3 E.W.M., in King County, Washington; thence south 88°51'41" east 105.00 feet; thence south 0°58'14" west 12.00 feet; thence north 88°51'41" west 83.45 feet; thence south 0°58'14" west 50.00 feet; thence south 9°01'46" east 40.00 feet; thence north 80°58'14" east 85.00 feet; thence south 9°01'46" east 60.00 feet; thence south 80°58'14" west 85.00 feet; thence south 0°01'46" east 122.00 feet; thence south 0°19'45" west 74.31 feet; thence south 79°01'46" east 85.00 feet; thence south 10°58'14" west 65.00 feet; thence north 79°01'46" west 85.00 feet; thence south 10°58'14" west 129.72 feet; thence south 0°58'14" west 42.71 feet; thence south 89°01'46" east 85.88 feet; thence south 0°58'14" west 68.90 feet; thence north 88°48'57" west 113.00 feet to the southwest corner of said subdivision; thence north 0°58'14" east 657.93 feet to the point of beginning.

TRACTS B AND C

Beginning at the northwest corner of the north half of the southwest quarter of the southeast quarter of Section 13, Township 21 North, Range 3 E.W.M., in King County, Washington; thence south 88°51'41" east 135.00 feet; thence south 0°58'14" west 38.19 feet; thence on a curve to the left with a radius of 250.00 feet an arc distance of 43.63 feet; thence south 9°01'46" east 41.16 feet; thence north 80°58'14" east 52.00 feet; thence on a curve to the right with a radius of 250.00 feet an arc distance of 44.37 feet; thence south 1°08'19" west 24.00 feet; thence

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south 88°51'41" east 67.92 feet to the true point of beginning; thence south 88°51'41" east 111.27 feet; thence south 1°08'19" west 20.00 feet; thence north 88°51'41" west 28.04 feet; thence south 65°59'03" west 54.40 feet; thence south 24°00'57" east 120.00 feet; thence north 65°59'03" east 65.00 feet; thence north 24°00'57" west 10.00 feet; thence north 65°59'03" east 20.00 feet; thence south 24°00'57" east 30.00 feet; thence south 65°59'03" west 20.00 feet; thence north 24°00'57" west 10.00 feet; thence south 65°59'03" west 65.00 feet; thence south 24°00'57" east 117.65 feet; thence south 88°48'57" east 5.53 feet; thence north 65°59'03" east 60.00 feet; thence north 24°00'57" west 11.77 feet; thence north 65°59'03" east 20.00 feet; thence south 24°00'57" east 49.41 feet; thence north 88°48'57" west 208.95 feet; thence north 1°11'03" east 80.00 feet; thence north 69°09'48" west 44.60 feet; thence north 1°11'03" east 87.16 feet; thence south 88°51'41" east 17.60 feet; thence north 1°08'19" east 85.00 feet to the true point of beginning.

TRACT D

Beginning at the northwest corner of the north half of the southwest quarter of the southeast quarter of Section 13, Township 21 north, Range 3 E.W.M., in King County, Washington; thence south 88°51'41" east 135.00 feet; thence south 0°58'14" west 38.19 feet; thence on a curve to the left with a radius of 250.00 feet an arc distance of 43.63 feet; thence south 9°01'46" east 41.16 feet; thence north 80°58'14" east 52.00 feet; thence on a curve to the right with a radius of 250.00 feet an arc distance of 44.37 feet; thence south 1°08'19" west 24.00 feet; thence south 88°51'41" east 219.19 feet; thence on a curve to the left with a radius of 100.00 feet and whose center bears south 88°51'41" east an arc distance of 43.90 feet to the true point of beginning; thence south 24°00'57" east 0.61 feet; thence north 65°59'03" east 20.00 feet; thence north 24°00'57" west 30.00 feet; thence south 65°59'03" west to an intersection with the last above described curve; thence along said curve to the left to the true point of beginning.

TRACTS E AND F

Beginning at the northwest corner of the north half of the southwest quarter of the southeast quarter of Section 13, Township 21 north, Range 3 E.W.M., in King County, Washington; thence south 88°51'41" east 135.00 feet; thence south 0°58'14" west 38.19 feet; thence on a curve to the left with a radius of 250.00 feet; an arc distance of 43.63 feet; thence south 9°01'46" east 41.16 feet; thence north 80°58'14" east 52.00 feet; thence on a curve to the right with a radius of 250.00 feet an arc distance of 44.37 feet; thence south 1°08'19" west 24.00 feet; thence south 88°51'41" east 302.61 feet to the true point of beginning; thence south 88°51'41" east 190.80 feet; thence south 1°08'19" west 20.00 feet; thence north 88°51'41" west 28.04 feet; thence south 65°59'03" east 54.40 feet; thence south 24°00'57" east 120.00 feet; thence north 65°59'03" west 65.00 feet; thence north 24°00'57" west 10.00 feet; thence north 65°59'03" west 20.00 feet; thence south 24°00'57" east 30.00 feet; thence south 65°59'03" east 20.00 feet; thence north 24°00'57" west 10.00 feet; thence south 65°59'03" east 65.00 feet; thence south 24°00'57" east 117.93 feet; thence south 88°48'57" east 4.86 feet; thence north 65°59'03" west 60.60 feet; thence north 24°00'57" west 10.00 feet; thence north 65°59'03" west 20.00 feet; thence south 24°00'57" east 38.70 feet; thence on a curve to the right with a radius of 226.00 feet and whose center bears north 14°25'36" west an arc distance of 61.58 feet; thence north 88°48'57" west 216.43 feet; thence north 24°00'57" west 7.83 feet; thence north 65°59'03" east 14.74 feet; thence north 1°11'03" east 6.64 feet; thence south 88°48'57" east 14.11 feet; thence north 65°59'03" east 54.67 feet; thence north 24°00'57" west 120.00 feet; thence south 65°59'03" east 65.00 feet; thence south 24°00'57" east 10.00 feet; thence south 65°59'03" east 20.00 feet; thence north 24°00'57" west 30.00 feet; thence north 65°59'03" west 20.00 feet; thence south 24°00'57" east 10.00 feet; thence north 65°59'03" east 65.00 feet; thence north 24°00'57" west 117.65 feet to the true point of beginning.

TRACT G

Beginning at the southeast corner of the north half of the southwest quarter of the southeast quarter of Section 13, Township 21 north, Range 3 E.W.M., in King County, Washington; thence north 88°48'57" west along the south line thereof 933.78 feet to the true point of beginning; thence north 88°48'57" west 36.00 feet; thence north 1°11'03" east 20.00 feet; thence south 88°48'57" east 9.00 feet; thence north 1°11'03" east 31.18 feet; thence on a curve to the left with a radius of 35.00 feet and whose center bears north 16°05'05" east an arc distance of 18.20 feet; thence south 1°11'03" west 31.18 feet; thence south 88°48'57" east 9.00 feet; thence south 1°11'03" west 20.00 feet to the true point of beginning.

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TRACT H

Beginning at the southeast corner of the north half of the southwest quarter of the southeast quarter of Section 13, Township 21 north, Range 3 E.W.M., in King County, Washington; thence north $88^{\circ}48'57''$ west along the south line thereof 730.83 feet to the true point of beginning; thence north $88^{\circ}48'57''$ west 36.00 feet; thence north $1^{\circ}11'03''$ east 20.00 feet; thence south $88^{\circ}48'57''$ east 9.00 feet; thence north $1^{\circ}11'03''$ east 31.18 feet; thence on a curve to the left with a radius of 35.00 feet and whose center bears north $16^{\circ}05'05''$ east an arc distance of 18.20 feet; thence south $1^{\circ}11'03''$ west 31.18 feet; thence south $88^{\circ}48'57''$ east 9.00 feet; thence south $1^{\circ}11'03''$ west 20.000 feet to the true point of beginning.

TRACT I

Beginning at the southeast corner of the north half of the southwest quarter of the southeast quarter of Section 13, Township 21 north, Range 3 E.W.M., in King County, Washington; thence north $88^{\circ}48'57''$ west along the south line thereof 527.88 feet to the true point of beginning; thence north $88^{\circ}48'57''$ west 36.00 feet; thence north $1^{\circ}11'03''$ east 20.00 feet; thence south $88^{\circ}48'57''$ east 9.00 feet; thence north $1^{\circ}11'03''$ east 31.18 feet; thence on a curve to the left with a radius of 35.00 feet and whose center bears north $16^{\circ}05'05''$ east an arc distance of 18.20 feet; thence south $1^{\circ}11'03''$ west 31.18 feet; thence south $88^{\circ}48'57''$ east 9.00 feet; thence south $1^{\circ}11'03''$ west 20.00 feet to the true point of beginning.

TRACT J

Beginning at the southeast corner of the north half of the southwest quarter of the southeast quarter of Section 13, Township 21 north, Range 3, E.W.M., in King County, Washington; thence north $88^{\circ}48'57''$ west along the south line thereof 324.93 feet to the true point of beginning; thence north $88^{\circ}48'57''$ west 36.00 feet; thence north $1^{\circ}11'03''$ east 20.00 feet; thence south $88^{\circ}48'57''$ east 9.00 feet; thence north $1^{\circ}11'03''$ east 31.18 feet; thence on a curve to the left with a radius of 35.00 feet and whose center bears north $16^{\circ}05'05''$ east an arc distance of 18.20 feet; thence south $1^{\circ}11'03''$ west 31.18 feet; thence south $88^{\circ}48'57''$ east 9.00 feet; thence south $1^{\circ}11'03''$ west 20.00 feet to the true point of beginning.

TRACT K

Beginning at the southeast corner of the north half of the southwest quarter of the southeast quarter of Section 13, Township 21 north, Range 3 E.W.M., in King County, Washington; thence north $88^{\circ}48'57''$ west 50.00 feet to the true point of beginning; thence north $88^{\circ}48'57''$ west 191.46 feet; thence north $1^{\circ}11'03''$ east 35.00 feet; thence north $29^{\circ}16'39''$ east 57.82 feet; thence on a curve to the left with a radius of 224.00 feet and whose center bears north $29^{\circ}16'39''$ east an arc distance of 180.68 feet; thence south $88^{\circ}49'55''$ east 33.64 feet; thence on a curve to the right with a radius of 25.00 feet an arc distance of 39.27 feet; thence south $1^{\circ}10'05''$ west 84.64 feet to the true point of beginning.

TRACT L

Beginning at the northeast corner of the north half of the southwest quarter of the southeast quarter of Section 13, Township 21 north, Range 3 E.W.M., in King County, Washington; thence north $88^{\circ}51'41''$ west along the north line thereof 50.00 feet to the true point of beginning; thence continuing north $88^{\circ}51'41''$ west 106.51 feet; thence south $23^{\circ}29'03''$ west 252.39 feet; thence south $24^{\circ}00'57''$ east 160.00 feet; thence south $65^{\circ}59'03''$ west 84.28 feet; thence on a curve to the left with a radius of 176.00 feet and whose center bears north $60^{\circ}49'38''$ east an arc distance of 199.10 feet; thence south $88^{\circ}49'55''$ east 33.64 feet; thence on a curve to the left with a radius of 25.00 feet an arc distance of 39.27 feet; thence north $1^{\circ}10'05''$ east 416.29 feet to the true point of beginning.

Section 6. "Lot" shall mean any plot of land shown upon any recorded subdivision map of the properties, with exception of the common properties.

Section 7. "Member" shall mean every person or entity who holds membership in the Association as provided in Article IV hereof.

Section 8. "Owner" shall mean the record owner, whether one or more persons or entities and specifically including the Developer, of a fee simple title to any lot or lots which are a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 9. The term "the development period" shall mean that period of time from the date of recording of this declaration until the date on which seventy percent (70%) of the properties now or hereafter platted on the property described in Exhibit "A" attached hereto, have been

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sold by Developer, or until such earlier date as may be agreed upon by the Federal Housing Authority and Developer. In any event, the "development period" shall terminate on June 30, 1971.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this declaration is located in King County, Washington, and is described as:

"Westway", according to the Plat thereof recorded in Volume _____ of plats, pages _____, records of King County, Washington,"

all of which property shall hereinafter be referred to as the "Existing property".

ARTICLE III

ANNEXATION OF ADDITIONAL PROPERTIES

Annexation of additional properties shall require the assent of two-thirds (2/3) of the members of the Association, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days or more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. At this meeting the presence of members or of proxies entitled to cast sixty percent (60) of the votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth above and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event two-thirds (2/3) of the members are not present in person or by proxy, members not present may give their written consent to the action taken thereat. During the developmental period, annexation of additional properties under this Article shall also require the prior written approval of the Developer.

ARTICLE IV

MEMBERSHIP IN THE ASSOCIATION

Every person or entity who is the record owner of a fee interest in any lot or lots which are subject by covenants of record to assessment by the Developer or the Association, shall be a member of the Association: Provided, however, that if any lot is held jointly by two (2) or more persons, the several owners of such interest, although all shall possess membership rights, shall designate one of their number as the "member entitled to vote". The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Developer or the Association except that the incorporators shall be eligible for membership without regard to ownership of an interest in the properties. Incorporators who are not owners of any lot subject to assessment shall cease to be members of the Association at the expiration of two (2) weeks from the date of incorporation of the Association. Upon transfer of the fee interest to any lot, the membership and certificate of membership in the Association shall ipso facto be deemed to be transferred to the grantee. Ownership of any such lot or lots shall be the sole qualification for membership.

ARTICLE V.

No person shall have more than one (1) membership regardless of the number of lots owned or being purchased, and the interest of each member shall be equal to that of any other member, and no member may acquire any interest which shall entitle him to any greater voice, vote or authority in the Association than any other member. In the case of lots owned by two (2) or more persons, only the joint owner designated as the "member entitled to vote" pursuant to Article IV hereof shall be entitled to vote.

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In the event that the Non-Profit Corporation Law of the State of Washington as set forth in Title 24, Revised Code of Washington is changed or permit one member of a non-profit corporation to exercise greater voting rights than another member, voting shall thereafter be according to the number of lots owned, that is, members shall be entitled to one vote for each lot in which they hold the interest required for membership by Article IV. When more than one person holds such interest in any lot, the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment.

Every member shall have a right and easement of enjoyment in and to the common properties and such easement shall be appurtenant to and shall pass with the title to, or contract purchaser's interest in, every assessed lot, subject to the following provisions:

- (a) The right of the Association to limit the number of guests of members;
- (b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common property;
- (c) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the common property and facilities and in aid thereof to mortgage said property, but the rights of such mortgagee in said property shall be subordinate to the rights of the homeowners hereunder;
- (d) The right of the Association to take such steps as are reasonably necessary to protect any such mortgaged property against foreclosure, including, but not limited to, the right to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to the public; and
- (e) The right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his lot remains unpaid and for a period not to exceed thirty (30) days for any infraction of the Association's published rules and regulations. During the developmental period the Association shall be required to exercise its right to suspend the voting rights of, and the right to the use of the recreational facilities by, a member for non-payment of an assessment, upon the request of the developer.
- (f) The right of the Association, to dedicate or transfer all or any part of the common properties to any governmental unit or public agency or authority or public utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the members entitled to vote has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty (30) days nor more than sixty (60) days in advance.
- (g) During the development period, the exercise of all of the rights and powers set forth in subparagraphs (b), (c), (d), and (f) shall require the prior approval of both the Trustee and the Developer.

Section 2. Delegation of Use. Any member may delegate, in accordance with the By-Laws, his right of enjoyment to the common properties and facilities to the members of his family, his tenants, or contract purchasers who reside on the property, and, subject to regulation by the Association, to his temporary guests.

Section 3. Title to the Common Properties. The Developer hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the common properties in WESTWAY (which are described in Article I, Section 5) to the Trustee free and clear of all encumbrances and liens prior to conveyance of the first lot to a homeowner-occupant.

Section 4. The Trustee. The Trustee shall hold said common properties in trust for the benefit and enjoyment of the residents of the properties during the development period, after which time the trust shall terminate, and the Trustee shall thereupon convey the common properties to the Association subject to the provisions of this declaration or any supplemental declaration. During the term of said trust, the Trustee shall have the rights and powers provided for in this declaration. During the term of said trust, the Developer shall exercise control over the collection and disbursement of assessments and over the development and maintenance of the common properties and related facilities: Provided, however, that in the event the

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Trustee is notified by the Federal Housing Administration that it has received complaints against the Developer, which in nature and number are sufficient, in the opinion of the Federal Housing Administration, to indicate that the Developer is acting unreasonably in the exercise of its control over the collection and disbursement of assessments and development and maintenance of the common properties and related facilities, the Trustee shall have the power to relieve the Developer of such control, and, in such event the Trustee shall assume such control itself, either directly or through the appointment of an agent or agents.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each lot owned within the properties, hereby covenants, and each owner of a lot or lots by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Developer during the development period, and thereafter to the Association, as hereinafter provided: (1) Monthly assessments or charges and (2) Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The monthly and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest and costs of collection thereof (including reasonable attorney's fees) shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by him: Provided, however, that in the case of a sale of any lot which is charged with the payment of an assessment or assessments payable in installments, the person or entity who is the owner immediately prior to the date of any such sale shall be personally liable only for the amount of the installments due prior to said date. The new owner shall be personally liable for installments which become due on and after said date.

Section 2. Purpose of Assessments. The assessments shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the properties, including, without limitation, the construction, establishment, improvement, repair and maintenance of the common properties and services and facilities related to the use and enjoyment of the common properties, the payment of taxes and insurance on the common properties, the installation and maintenance of the entry planting areas on the streets located within the subdivision, and the payment of Trustee's fees to the Trustee appointed hereunder.

Section 3. Amount of the Monthly Assessments. The amount of the monthly assessments shall be as follows:

(a) During such time as title to the common properties is held by the Trustee, and subject to the provisions of Section 6 of this Article VII, each owner shall pay to the Developer the amount of Five Dollars (\$5.00) per month per lot (subject to increase pursuant to the provisions of this Section 3 and of Section 4 of this Article VII) which shall be used for the purposes provided in Section 2 of this Article VII and for no others. The extent of the expenditures for the purposes specified shall be determined by the Developer, subject to the provisions of Article VI, Section 4. Said monthly assessment amount may be increased during the development period by a vote of two-thirds (2/3) of the members voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting.

(b) Upon termination of the trust and conveyance of the common properties to the Association, each owner shall pay to the Association a maximum monthly assessment of Five Dollars (\$5.00) a month per lot (or in the event that said amount has been increased as provided in the preceding subparagraph (a) or in Section 4 of this Article VII, the amounts as so increased) subject to the provisions of Section 6 of this Article VII: Provided, that said maximum monthly assessment may be increased by the Association with the consent of two-thirds (2/3) of the members voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be sent to all members not less than thirty (30) days or more than sixty (60) days in advance of the meeting. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the monthly assessment at an amount less than the maximum monthly assessment. The maximum monthly assessment may be increased by the Association without the assent of two-thirds (2/3) of the members as provided in Section 4 of this Article VII.

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Section 4. Increase in Monthly Assessments in Conformance with Rise in Consumer Price Index. From and after January 1, 1971, the amount of the monthly assessment may be increased effective January 1 of each year without a vote of the membership, by not more than that amount which reflects the increase, if any, of the U.S. Bureau of Labor Statistics Consumer Price Index (calculated on the base period: 1957-1959 equal 100) for Seattle, Washington, for "Urban Wage Earners and Clerical Workers -- All Items", for the preceding month of August. Said index establishes the numerical rating for Seattle for the month of November, 1967 as 119.2. This shall be the base rating. To determine the percentage by which the monthly assessment for each subsequent year may be increased without a vote of the membership, said base rating shall be divided into the said Consumer Price Index for the month of August preceding the effective date of any proposed increase. Said adjustment percentage, if in excess of 100 percentum, shall be multiplied by the initial monthly assessment amount as provided herein to determine the maximum amount to which the monthly assessment may be increased for the subsequent year without a vote of the membership.

Section 5. Special Assessments for Capital Improvements. In addition to the monthly assessments authorized above, the Association may levy special assessments for capital improvements upon the common properties. Any such levy by the Association shall be for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the common properties, including the necessary fixtures and personal property related thereto: Provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting: Provided, further, that during the development period any such levy shall require prior approval of the Trustee and the Developer.

Section 6. Uniform Rate of Assessments. Both monthly and special assessments shall be fixed at a uniform rate for all lots.

Section 7. Quorum For Any Action Authorized Under Sections 3 and 5. At the first meeting called, as provided in Section 3 and 5 hereof, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 3 and 5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8. Date of Commencement of Monthly Assessment.
Due Dates. As to all lots subject to this Declaration, the liability for the monthly assessments provided for in Section 3 (a) and (b) of this Article VII shall begin on the first day of the calendar month following the conveyance of the common area. Said assessment shall be due and payable on such date and on the first day of each calendar month thereafter. The due date of any special assessments under Section 5 of this Article VII shall be fixed by the Trustee, or, as to the Association, by the resolution authorizing such assessment.

Section 9. Effect of Nonpayment of Assessment - Remedies. If any assessment is not paid within thirty (30) days after it was first due and payable, the assessment shall bear interest from the date on which it was due at the rate of six percent (6%) per annum, and the Developer or, upon termination of the trust, the Association, may bring an action at law against the one personally obligated to pay the same and/or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment and all such sums shall be included in any judgment or decree entered in such suit. No owner shall be relieved of liability for assessments provided for herein by non-use of the common properties or abandonment of his lot.

Section 10. Subordination of the Lien to Mortgagees. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage (and to the lien of any second mortgage given to secure payment of the purchase price) now or hereafter placed on any lot. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot which is subject to such first mortgage, or purchase money second mortgage, pursuant to a decree of foreclosure under such mortgage or in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Exempt Property. The following property subject to this declaration shall

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be exempt from the assessments created herein:

- (a) All properties dedicated to and accepted by a local public authority;
- (b) All common properties; and
- (c) All properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Washington.

However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VIII

EXTERIOR MAINTENANCE

The Developer during the development period, and thereafter the Association, shall maintain all common properties and facilities, the entry gate and all planted areas located on streets or in the walls within the properties. The cost of all such maintenance shall be paid for from assessments collected. Each individual owner shall be obligated to provide at his own expense, exterior maintenance for all dwellings, garages, carports and fences on his own lot.

ARTICLE IX

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE X

GENERAL PROTECTIVE COVENANTS

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

Section 2. Architectural Control. No building shall be erected, placed or altered on any lot (residential or non-residential) on the property until the building plans, specifications and plot plan showing the nature, kind, shape, height, materials and location of such building have been submitted to and approved in writing as to quality of workmanship and materials, and

as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of George Osborn, Donald T. McMullen, and John M. Anderson, or by a representative designated by a majority of the members of said committee. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location.

No change in color, texture or quality from the original building shall be allowed, for purposes of maintenance or otherwise, until such changes have been submitted to and approved in writing as to color, quality of workmanship and materials and as to conformity and harmony with existing structure, by the above named Architectural Committee, or its designated representative.

If (1) the said committee or its designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, and no suit relating to or arising out of the making of such alterations or changes has been commenced prior to one hundred eighty (180) days after the completion thereof, such approval will not be required, and this section will be deemed to have been fully complied with.

Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to the covenant. The powers and duties of said committee members shall cease upon the termination of the development period, or upon the prior death of all three said members. Thereafter, the committee approval described in this covenant shall be obtained from the Architectural Control Committee of the Association.

All plans, specifications and plot plans which must be submitted for approval hereunder, shall be submitted to said committee at the following address:

Westway Architectural Control Committee
700 - 112th Avenue N.E., Suite 3 C
Bellevue, Washington 98004

or to such other address as may hereafter be given in writing to the owners or contract purchasers involved by the Developer or by said Committee.

Section 3. Lot Size. No residential structure shall be erected or placed on any residential lot which has a (lot) area of less than 1,190 square feet for townhouses and 3,000 square feet for single family residences.

Section 4. Business and Commercial Use of Property Prohibited. No trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried on upon any residential lot, or within any building located on a residential lot, nor shall any goods, equipment, vehicles (including buses, trucks, and trailers of any description) or materials or supplies used in connection with any trade, service, or business, wherever the same may be conducted, or any vehicles in excess of 6,000 pounds gross weight (including buses, trucks and trailers of any description) used for private purposes, be kept, parked, stored, dismantled or repaired outside of any residential lot or on any street within the property nor shall anything be done on any residential lot which may be or may become an annoyance or nuisance to the neighborhood.

No lot or tract shall be used as a dump for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal. Yard rakings, such as rocks, lawn and shrubbery clippings, and dirt and other material resulting from landscaping work shall not be dumped into public streets or ditches. The removal and disposal of all such materials shall be the sole responsibility of the individual lot owner. Should any individual lot owner fail to remove any such trash, rubbish, garbage, yard rakings and other such materials from his property or the street and ditches adjacent thereto, within ten (10) days following the date on which notice is mailed to him by the Developers or the Association informing him of such violation, then the Developer or the Association may have said trash removed and charge the expense of removal to said lot owner. Any such charge shall become a continuing lien on the property, which shall bind the property in the hands of the then owner, and his successors in interest. Such charge shall also be a personal obligation of the one who is the owner of the lot involved on the date of removal.

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

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forty-eight (48) hours. Should any such owner fail to remove such vehicle within two (2) days following the date on which notice is mailed to him by the Developer or the Association informing him of a violation of this provision, the Developer or the Association may have such vehicle removed and charge the expense of removal to said owner or purchaser in accordance with the provisions of the immediately preceding paragraph. A vehicle shall be deemed to be in an extreme state of disrepair when, in the opinion of the Architectural Control Committee its presence offends the reasonable sensibilities of the occupants of the neighborhood.

No owner of any residential lot shall allow the occupancy of any building on said Lot by more than one family at any one time, except for temporary guests, such guests' occupancy not to exceed 30 days without written consent of the Developer or the Association.

Section 5. Residential Use of Temporary Structures Prohibited. No trailer, basement, tent, shack, garage, barn, or other outbuildings or any structure of a temporary character erected or placed on the property shall at any time be used as a residence temporarily or permanently.

Section 6. Minimum Dwelling Size. The ground floor area of the main structure, exclusive of open porches, and garages, shall not be less than seven hundred (700) square feet for a one-story dwelling, nor less than four hundred (400) square feet for the ground floor area of a dwelling of more than one story.

Section 7. Utility Easements. Easements are reserved under, over and upon strips of land adjacent to and within lot lines of all lots and across common properties for utility installation and maintenance, including, but not limited to, power, telephone, water, sewer, drainage, etc., together with the right to enter upon the lots at all times for said purposes, as shown on map of that certain property described as Westway and recorded in Volume _____, of Plats, pages _____, Records of King County, Washington.

Section 8. Date For Completion of Construction. Any dwelling or structure erected or placed on any residential lot shall be completed as to external appearance, including finished painting, within nine (9) months from date of commencement of construction and shall be connected to the public sewer system.

Section 9. Animals. No animal, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that cats, dogs, birds or other household pets may be kept if they are not kept, bred, or maintained for any commercial purpose, and that they shall not be kept in numbers or under conditions reasonably objectionable in a closely built-up residential community.

Section 10. Signs. No signs shall be erected or maintained on any residential lot in the tract, except that not more than one approved FOR SALE or FOR RENT sign placed by the owner or builder or by a licensed real estate broker, not exceeding eighteen (18) inches high and twenty-four (24) inches long, may be displayed on any lot. No signs are to be posted by owners until such signs have been approved as to design and appearance by the Architectural Control Committee.

Section 11. Mortgages Protected. Nothing herein contained shall impair or defeat the lien of any mortgage or deed of trust now or hereafter recorded covering any lot or lots, but title to any property obtained as a result of foreclosure shall thereafter be held subject to all of the provisions herein.

Section 12. Building Setback and Fence Requirements. No building or structure shall be located nearer to the front line of the lot or nearer to the side street line than the building setback lines shown on the recorded plat. In any event, no building shall be located on any residential lot nearer to front, rear or side lot lines than is permissible under the applicable King County Planned Unit Development zoning resolution. No fence, wall, hedge, or mass planting other than foundation planting shall be permitted to extend nearer to any street than the minimum setback line of the residence, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two (2) feet above the finished grade at the back of said retaining wall, provided, however, that no fence, wall, hedge, or mass planting shall at any time, where permitted, extend higher than six (6) feet above ground. Fence shall be well constructed of suitable fencing materials and shall be artistic in design and shall not detract from the appearance of the dwelling house located upon the adjacent lots or building sites or be offensive to the owners or occupants thereof.

The Architectural Control Committee shall have the authority in any individual case to make such exceptions to the building setback and fence location requirements set forth herein as said committee shall in its uncontrolled discretion deem necessary or advisable.

Section 13. Underground Utilities and All Electric Rate: Any electric service cable running from any residence on any lot to the nearest junction box or secondary pedestal shall be installed, owned, operated and maintained in good condition by the owner of the residence.

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ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. The Trustee, the Association, the Developer and each owner of a lot or lots subject to this declaration, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration: Provided, however, that the Developer's right to enforce the provisions of this declaration shall terminate at such time as the Developer shall cease to be the owner of a lot or lots subject to this declaration. Failure of the Trustee, the Association, the Developer or any such owner or contract purchaser to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Trustee, the Association, and the owner of any lot subject to this declaration including the Developer, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument terminating these covenants which is signed by not less than the owners or contract purchasers then owning seventy-five percent (75%) of the property subject to this declaration or any supplemental declaration shall have been filed with the King County Auditor. The covenants and restrictions of this declaration may be amended during the first twenty (20) year period by an instrument signed by not less than the owners then owning ninety percent (90%) of the property subject to this declaration or any supplemental declaration, and thereafter by an instrument signed by not less than the owners then owning seventy-five percent (75%) of the property subject to this declaration or any supplemental declaration. Amendments shall take effect when they have been recorded with the Auditor of King County.

Section 4. FHA Approval. As long as title to the common properties is held by the Trustee, as herein provided the following actions will require the prior approval of the Federal Housing Administration: Annexation of additional properties, dedication of common properties, and amendments of this Declaration of Covenants, Conditions and Restrictions.

PLAT RESTRICTIONS

No lot or portion of a lot in this plat shall be divided and sold or resold or ownership changed or transferred whereby the ownership of any portion of this plat shall be less than the area required for the use district in which located.

All lots and tracts are subject to a non-exclusive easement for roads, utilities and drainage facilities over, under and across a strip of land 6' wide along all front lot lines.

LEGAL DESCRIPTION FOR WESTWAY:

North ½ of Southwest ¼ of Southeast ¼ of
Section 13, Township 21, North, Range 3
East, W.M. King County, Washington;
EXCEPTING that portion lying in 21st
Avenue SW, for roads.