

Fairwood Park Divisions

1, 3, 6, 8, 12, 15, 16, 17, 18, 19, 20, 21, and 22

Declaration of
Covenants, Conditions, and Restrictions
(Revision A - January 22, 1979)

Fairwood Greens
Homeowner Association Inc.
PO Box 306
Renton, WA 98055

Dated December 29, 1966
Recorded February 14, 1967

Auditor's File
No. 6139085

FAIRWOOD PARK DIVISION 1

Declaration Of
Covenants, Conditions And Restrictions

This Declaration made this 29th day of December, 1966, by Fairwood Properties, a joint venture of United Homes Corporation and Sherwood Development CO., both Washington Corporations, hereinafter referred to as "Developer":

Witnesseth:

WHEREAS, Developer is the owner of certain real property described as Fairwood Park Division 1, as recorded in Vol. 80 of plats, pages 27 through 32, records of King County, Washington; and

WHEREAS, Developer will convey certain of the said properties, subject to certain protective covenants, conditions, 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 Fairwood Homeowners Association Inc., its successors and assigns.

Section 2. "Developer" shall mean Fairwood Properties, a joint venture consisting of United Homes Corporation and Sherwood Development CO. and any assigns engaged in land development and/or wholesale land sale activities which are the same as, or similar to, those of Fairwood Properties.

Section 3. "Trustee" shall mean the Bank of California, N.A. or any successor Trustee.

Section 4. "Properties" shall mean that certain real property herein before 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 areas dedicated to public use. (The common properties for Fairwood Park Division I are particularly described as follows:

Tract "F" of the plat of Fairwood Park Div. I, as Recorded in Vol. 80 of plats, pages 27 through 32, records of King County, Washington.)

Section 6. "Lot" shall mean any plot of land shown upon any recorded subdivision map of the properties with the exception of the common properties and properties to be used for shopping center and professional office complex development and for churches and church purposes. Provided, however, that in the event a single family dwelling, its surrounding grounds and its garage or carport are so constructed as to be located on two or more contiguous "lots", all of said contiguous lots shall be considered as one single "lot" for the purposes of determining assessments pursuant to Article VII of this Declaration and for the purpose of reserving appropriate utility easements pursuant to Article IX, Section 7 of this Declaration.

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, but shall not include a contract seller or a mortgagee.

Section 9. The term "real estate contract" shall not include an earnest money receipt and agreement and the terms "contract seller" and "contract purchaser" shall not include the parties to any such earnest money receipt and agreement.

Section 10. 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 sold by the Developer, or until such earlier date as may be agreed upon by the Federal Housing Authority and Developer.

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:

Fairwood Park Div. 1, according to Plat thereof recorded in Vol. 80 Plats, pages 27 through 32, Records of King County, Washington EXCEPTING therefrom the following:

- (1) Tracts A, B, C, D, E, and G;
- (2) Lots 42, 55 through 58, 142 through 144 and 164 through 179.
- (3) That portion of Lot 129 lying southerly of a line described as follows:

Beginning at the northwesterly corner of said Lot 129; thence southerly along the westerly margin of said Lot 129 a distance of 60.94 feet to the true point of beginning; thence easterly in a straight line to the northeast corner of said Lot 129.

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

ARTICLE III

Annexation Of Additional Properties

Section 1. Annexation of additional properties other than properties within the general plan of development provided for in Section 2 hereof, 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 entitles to cast sixty (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 Section 1 shall also require the prior written approval of the Developer.

Section 2. If within fifteen years of the date of recording of this declaration, Developer should develop additional lands within the area described in Exhibit "A" attached hereto, such additional lands may be annexed to the existing property without the assent of the members of the Association: Provided, however, that the development of additional lands described in this section shall be in accordance with the general plan submitted to the Federal Housing Administration with the processing papers for Fairwood Division I. Detailed plans for the development of additional lands must be submitted to the Federal Housing Administration prior to such development. If the Federal Housing Administration determines that such detailed plans are not in accordance with the general plan on file with it and so advises the Association and the Developer, the development of the additional lands must have the assent of two-thirds (2/3) of the members of the Association who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. At this meeting the presence 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 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.

ARTICLE IV
Membership In The Association

Every person or entity who is the contract purchaser or 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 shall designate one of their number as the "member". 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 or a contract purchaser's interest in 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 or contract purchasers of any lot subject to assessment shall cease to be members of the Association at the expiration of two (2) years from the date of incorporation of the Association. The owners of shopping center or other commercial buildings and office buildings shall not be members of the Association. Upon transfer of the fee interest to, or upon the execution and delivery of a real estate contract for the sale of (or of an assignment of a contract purchaser's interest in) any lot, the membership and certificate of membership in the Association shall *ipso facto* be deemed to be transferred to the grantee, contract purchaser or new contract purchaser, as the case may be. Ownership of, or a contract purchaser's interest in, 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 jointly by two (2) or more persons, only the joint owner designated as the "member" pursuant to Article IV hereof shall be entitled to vote.

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 to 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 Commons 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 Associations' published rules and regulations. During the development 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 (30) days nor more than sixty (60) days in advance.
- (g) During the developmental 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, or his tenants, 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 FAIRWOOD PARK Division I (which are described in Article I, Section 5) to the Trustee hereinafter named, free and clear of all encumbrances and liens immediately upon recordation of this declaration.

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, at 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 all of the rights and powers provided for in this declaration. During the term of said trust, the Developer shall exercise control over the collections and disbursements of assessments and over the development and maintenance of the common properties and related facilities: Provided, however, that in the event the 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 unreasonable 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. Each owner or contract purchaser of any lot or lots by acceptance of a deed or real estate contract 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 developmental 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 or contract purchaser 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 them: Provided, however, that in the case of a sale or a contract for the sale of (or an assignment of a contract purchaser's interest in) any lot which is charged with the payment of an assessment or assessments payable in installments, the person or entity who is the owner or contract purchaser immediately prior to the date of any such sale, contract or assignment shall be personally liable only for the amount of the installments due prior to said date. The new owner or contract purchaser 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, improvements, repair and maintenance of the common properties and services and facilities related to the use and enjoyment of the common properties, the establishment and operation of the Fairwood Patrol, a private patrol supplementing municipal fire and police protection for residents of the 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 or contract purchaser shall pay to the Developer the amount of Four Dollars (\$4.00) 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. If the amount of any such expenditures to be made in any calendar year during the developmental period will exceed the amount of the total assessments received by the developer, the developer hereby covenants and agrees to advance the excess amount involved out of its own funds. If at any time the amount of the Developer's advances hereunder shall, due to unforeseen circumstances become excessively burdensome, the Developer may apply to the Trustee to approve an increase in the amount of the monthly assessment for each lot. In any event the said monthly assessment amount may be increased during the developmental 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 or contract purchaser shall pay to the Association a maximum monthly assessment of Four Dollars (\$4.00) 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 Trustees 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.

Section 4. Increase in Monthly Assessments in Conformance with rise in Consumer Price Index. From and after January 1, 1970, 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 August, 1964, as 110.3. 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 provided for 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 as provided in the Articles of incorporation and/or By-Laws of the Association, and during the developmental period shall require approval of the Trustee and the Developer.

Section 6. Uniform Rate of Assessment. 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 requirement set forth in Section 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 Assessments - Due Dates. As to each particular lot involved, 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 expiration of six (6) months from the date of any deed or real estate contract of sale for the lot, or on the first day of the calendar following occupancy of the premises, whichever is earlier. 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 Non-payment 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 or contract purchaser shall be relieved of liability for the 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 or 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 property subject to this declaration shall be exempt from the assessments created herein:

- (a) All properties owned by Developer;
- (b) All properties dedicated to and accepted by a local public authority;
- (c) All common properties; and
- (d) 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 developmental period, and thereafter the Association shall maintain all common properties and facilities, the entry gate and the gate house and all cul-de-sac planters located on streets within the properties. Each individual owner or contract purchaser shall be obligated to provide exterior maintenance on his own lot.

ARTICLE IX 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 (1) the common properties, and (2) all properties to be used for shopping center and professional office complex development, for multiple family dwelling and for churches and church purposes. 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 three 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 approved in writing 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 E. Bell and Herman Sarkowsky and Dick Willard, 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 within thirty (30) days after said plans and specifications have been submitted to the committee and if no suit to enjoin the erection of such buildings or the making of such alterations has been commenced prior to the completion of construction, such approval shall not be required and this covenant shall 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 developmental period, or upon the prior death of all three of 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.

Fairwood Architectural Control Committee
800 - 156th Avenue NE, Bellevue, Washington

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 seventy two hundred (7,200) square feet or an average width of sixty (60) feet.

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 residential lot, nor shall any goods, equipment, vehicles (including busses, 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 on 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 or contract purchaser 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 Developer 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 or purchaser. Any such charge shall become a continuing lien on the property, which shall bind the property in the hands of the then owner or contract purchaser, and his successors in interest. Such charge shall also be a personal obligation of the one who is the owner or contract purchaser of the lot involved on the date of removal.

No owner or contract purchaser 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 forty-eight (48) hours. Should any such owner or contract purchaser 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.

Section 5. Residential Use of Temporary Structures Prohibited. No trailer, basement, tent, 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 Costs. No single family dwelling shall be permitted on any lot at a cost of less than \$13,000.00, exclusive of land, based upon costs levels prevailing on the date these covenants are recorded, it being the intent and purpose of the covenant to assure that all dwellings shall be of quality and workmanship and materials substantially the same or better than that which can be produced on the date

these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of open porches, and garages, shall not be less than one thousand (1,000) square feet for a one-story dwelling, nor less than eight hundred (800) square feet for the ground floor area of a dwelling of more than one story. (For the purpose of this provision, a home with a daylight basement shall be considered a dwelling of more than one story.)

Section 7. Utility Easements. On each lot, an easement is reserved under and upon five foot strips of land adjacent to front and rear boundary lines and to side street boundary lines and under and upon two and one-half (2-1/2) foot strips of land adjacent to the side boundary lines (except any side street boundary lines) for utility installation and maintenance, including but not limited to, power, telephone, water, sewer, drainage, gas, etc., together with the right to enter upon the lots at all times for said purposes. Additional utility easements are reserved as shown on the recorded plat and others as required will also be recorded as will necessary easements required by governmental subdivisions.

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 than twenty (20) feet to the front lot line, nor nearer than twenty (20) feet to any side street line, nor nearer than an average of twenty (20) feet to the rear lot line, except a detached garage. No building shall be located nearer than five (5) feet to any (non-street) side lot line (Chimney, porches and decks excepted). A detached garage may be located within five (5) feet of the rear lot line, except where the rear lot line abuts a street, in which case the garage shall be located no nearer than twenty (20) feet to the rear lot line unless otherwise approved by the Architectural Control Committee as provided for in Article IX, Section 2, hereof. 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. No radio or television antennas shall be permitted to extend more than ten (10) feet above the roof line of any residence without the written approval of the said committee.

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.

ARTICLE X Special Covenants

Section 1. 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 conditions by the owner of the residence.

Section 2. Setback and Fence Requirements for Fairway Lots. No structures shall be constructed or maintained closer than twenty (20) feet to the rear property line. In addition, no part of any structure or structures (other than a garage or carport of a size sufficient to accommodate no more than three (3) standard size passenger

automobiles, or a fence meeting the requirements set forth below) on the lot shall be situated less than five (5) feet from any side property line.

No fence shall be constructed or maintained on any fairway lot in the property, except as follows:

(a) A patio constructed immediately adjacent to the house on any lot may be enclosed by a fence. Also, a fence may be constructed and maintained to enclose any swimming pool. However, no part of any such fence enclosing a patio or a swimming pool may be closer than fifteen (15) feet to the rear property line without the prior written approval of the Architectural Control Committee provided for in Article IX, Section 2, hereof.

(b) A fence may be constructed and maintained by any owner on either or both side lines of his lot, but no such fence shall be closer than twenty (20) feet to the front property line nor closer than fifteen (15) feet to the back property line. (Thus, for example, on a lot having a depth of one hundred (100) feet, such a fence may have a maximum length of sixty-five (65) feet, with the ends of the fence being a minimum of twenty (20) feet from the front property line and fifteen (15) feet from the back property line, respectively.)

(c) Any fence may be constructed and maintained which is required at the time as a matter of law. Upon the termination of any such legal requirement, any such fence shall promptly be removed, unless it meets the requirements of the preceding subparagraphs (a) or (b). Except as otherwise required by law, no fence permitted by these special restrictive covenants shall be more than six (6) feet high. Fences 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 lot or building site or be offensive to the owners or occupants thereof, or detract from the appearance of the dwelling houses located on the adjacent lots or building sites. No radio or television antennas shall be permitted to extend more than ten (10) feet above the roof line of any residence without the written approval of the Architectural Control Committee.

The said 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.

ARTICLE XI

Membership In Fairwood Golf And Country Club

Each lot owner or contract purchaser shall, upon making application therefor, be entitled to either a social membership or, if there are playing memberships then available, a playing membership in Fairwood Golf and Country Club, subject to the Articles of Incorporation and the By-Laws of the Golf Club and to the continued payment of the dues and fees as fixed for social and playing members respectively by the Board of Directors of the Golf Club. Social members shall be entitled to the use of any club house, swimming pool, tennis court or other recreational facility located on the Golf Club grounds, with the exception of the golf course itself. Playing members shall be entitled to all of the privileges of social membership and in addition shall be entitled to the use of the golf course. The number of social memberships shall not be limited, but the number of playing memberships shall be subject to limitation by the Board of Directors of the Golf Club. It is understood that both social and playing memberships may, in the discretion of the Board of Directors of the Golf Club, be open to persons other than the owners or contract purchasers of lots in the Fairwood Development.

ARTICLE XII General Provisions

Section 1. Enforcement. The Trustee, the Association, the Developer and each owner and/or contract purchaser 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 or contract purchaser 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 restriction of this declaration may be amended during the first twenty (20) year period by an instrument signed by not less than the owners or contract purchasers 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 or contract purchasers 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 action will require the prior approval of the Federal Housing Administration: Annexation of additional properties, dedication of common properties and amendment of this Declaration of Covenants, Conditions and Restrictions.

EXHIBIT "A"

That portion of section 27, Township 23 north, Range 5 E.W.M., as described below which lies east of the N-S Centerline of said Section, subject to the exception set forth below:

That portion of the north quarter of said Section 27 lying northerly of the following described line:

Beginning at a point on the east line of said Section which is 649.3 feet southerly, as measured along said east line from the northeast corner thereof; thence north 89° 25'00" west parallel with and 200 feet southerly of the survey line of the Rockey Reach-Maple Valley No. 1 Transmission Line as now located and staked on the ground, to a point on the north-south center line of said Section 27 which is 650.1 feet southerly, measured along said north-south center line from the north quarter corner; thence southerly along said center line 112.5 feet; SEC. thence north 89° 15'00" west parallel with and 312.5 feet southerly of said survey line 275.32 feet; thence north 59° 52'20" west parallel with and 312.5 feet southwesterly of said survey line to an intersection with the north line of said Section 27 and the terminus of said line.

AND, the S.W. 1/4 of Section 26, Township 23 North, Range 5 East, W.M.

AND, the N.W. 1/4 of the S.E. 1/4 and the N. 1/2 of the N.E. 1/4 of the S. E. 1/4 and that portion of the S.E. 1/4 of the N.W. 1/4 and the S.W. 1/4 of the N.E. 1/4 described as follows:

Beginning at the southwest corner of said S.E. 1/4 of the N.W. 1/4; thence north along the west line thereof 400 feet, more or less, to the center line of a creek, thence following the center line of said creek in a northeasterly direction until it intersects with the east line of the S.W. 1/4 of the N.E. 1/4; thence south along said line to the south line of the S.W. 1/4 of the N.E. 1/4; thence west along said south line and the south line of the S.E. 1/4 of the N.W. 1/4 to the point of beginning. SUBJECT TO, a Right-of-Way for pipeline over said real property as granted by instrument recorded under King County Auditor's File No. 4681234, all in Section 26, Township 23 North, Range 5 East, W.M. The West 1/4 of the S.W. 1/4 of the S.E. 1/4 of section 26, Township 23 North, Range 5 East, W.M.

AND, the East half of Section 26, Township 23 North, Range 5 East, W.M., described as follows:

Beginning at the Southeast corner of said subdivision; thence North $87^{\circ} 24'44''$ West along the South line thereof a distance of 2302.29 feet to the Southwest corner of Fairwood Park Division #12 as recorded in Volume 92 of Plats, pages 99 and 100, Records of King County, Washington; thence North $2^{\circ} 35'48''$ East along the West line of said Fairwood Park Division #12 a distance of 1355.13 feet to the Northwest corner thereof; thence South $87^{\circ} 34'10''$ East along the North line of said Fairwood Park Division #12 and Easterly extension thereof a distance of 1641.37 feet to the Southeast corner of the Southwest quarter of the Northeast quarter of the Southeast quarter of said section 26; thence North $2^{\circ} 27'51''$ East along the East line of said subdivision a distance of 679.10 feet to the Northeast corner thereof; thence North $87^{\circ} 37'24''$ West along the North line of said subdivision a distance of 655.92 feet to the West line of the Northeast quarter of the Southeast quarter of said Section 26; thence North $2^{\circ} 31'02''$ East along said West line a distance of 678.48 feet to the Southwest corner of the Southeast quarter of the Northeast quarter of said Section 26; thence North $2^{\circ} 30'44''$ East along the West line of said subdivision a distance of 1323.87 feet to the Northwest corner thereof; thence South $87^{\circ} 43'45''$ East along the North line of said subdivision a distance of 868.63 feet to the Southerly line of the Bonneville Power Line right-of-way; thence South $77^{\circ} 57'10''$ East along said Southerly line a distance 445.72 feet to the East line of said Section 26; thence South $2^{\circ} 24'06''$ West along said East line a distance of 1249.37 feet to the Northeast corner of the Southeast quarter of said Section 26; thence South $2^{\circ} 24'42''$ West along the East line of said subdivision a distance of 2718.87 feet to the point of beginning.

REVISION SHEET

REVISION LETTER A

1. Revise Article IX Section 4 as follows: page numbered 11, line 6 tenth word reads "OF.". It should read "ON."

Authority - King County Superior Court case No. 717470 Fairwood Greens vs. Toland, judgment dated April 9, 1971.

2. Revise Exhibit "A" to include all land within the Final Plats of Fairwood Park Divisions 12 and 16 and the preliminary plats of Fairwood Park Divisions 15, 17, and 18.

Authority - Supplement to Declaration annexing additional properties to exhibit A recorded July 7, 1978 under King County Auditors file No 7807070626.

HARLAN F. OLSEN, President
DATED: January 22, 1979