

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, MADE THIS 28TH DAY OF September, 1992 BY FIRSTMARK CORPORATION
A WASHINGTON CORPORATION, HEREINAFTER REFERRED TO AS "DECLARANT";

CHICAGO TITLE INSURANCE COMPANY
CORPORATION
This document of
record as a customer courtesy
and accepts no liability for
the accuracy or validity of
the document.

WITNESSETH

WHEREAS, Declarant is the owner of certain real property described as:

Lots 1 thru 49, inclusive, according to the Plat of Lexington recorded in
Volume 161 of Plats, pages 4 thru 7 inclusive, Auditor's #9206301221, in
King County, Washington.

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

NOW, THEREFORE, Declarant hereby declares that the properties described in
ARTICLE II hereof shall be held, sold, 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

DECLARATION

Declarant hereby declares that the Subject Property shall be held, sold and
conveyed subject to the following easements, restrictions, covenants, and conditions,
which are for the purpose of protecting the value and desirability of, and which
shall run with the real property and be binding on, all parties having any right,
title or interest in the Subject property or any part thereof, their heirs, successors
and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE II

GENERAL PROVISIONS

2.01 Definitions.

- (a) Association. "Association" shall mean the Home Owners Association
comprised of each legal lot owner subject to this declaration.
- (b) Committee. "Committee" shall mean the Architectural Control Committee.
- (c) Common Area. "Common Area" shall mean all designated open space, tracts,
and common area as noted on the recorded plat map that shall be owned and maintained by
the Declarant or Association and that is not a part of an individual lot, public
right-of-ways, or areas dedicated to others.
- (d) Declarant. "Declarant" shall mean the undersigned and its successors
and assigns, except that the term "successors and assigns," as used herein, does
not include purchasers of interests in individual Lots from the undersigned.
- (e) Declaration. "Declaration" shall mean this Declaration of Covenants,
Conditions and Restrictions.
- (f) Domestic Animals. "Domestic Animals" shall mean domestic cats,
dogs, and such other household animals, fish, reptiles and birds as are permitted
to be sold in retail per stores by the Washington Department of Agriculture.
- (g) Improvement. "Improvement" shall mean and include any residential
building, outbuilding, garage, fence, wall, hedge, mass planting, hole, sign and
any structure of any type or kind.
- (h) Lot. "Lot" shall mean one of the numbered parcels on the recorded
plat map of Subject Property.
- (i) Owner. "Owner" shall mean the record holder of fee simple title
to a Lot, whether one or more persons or entities, including contract sellers,
but excluding those having an interest merely as security for the performance
of an obligation.
- (j) Privies. "Privies" shall mean portable toilet, out-house, sani-can, etc.

2.02 Purpose of Restrictions. The purpose of these restrictions is to assure
proper development and use of Subject Property, to protect the Owner of each Lot
against such improper development and use of neighboring Lots as will depreciate
the value of any Lot, to prevent the erection on Subject Property of structure
built of improper designs or materials, to encourage the proper maintenance and
upkeep of Subject Property and, in general, to provide for a high type and quality
of improvement of Subject Property in accordance with the approved recorded map
for the Subject Property.

9210020438

Filed by Chicago Title Insurance Co.
Case # 65786

10:01 AM 004 RECORDS COUNTY KING WA 09:17:00 921002-0438

ARTICLE III

REGULATIONS OF IMPROVEMENTS AND USE

3.01 Basic Use. All the Lots shall be used only for single family residential purposes. Notwithstanding any provision to the contrary contained herein, Declarant shall be entitled to conduct its sales program on subject Property, including the establishment of a sales office, and the construction and maintenance of sign posters and other advertising media, provided that such sales program shall not be conducted upon any Lot which is not owned by Declarant. No Improvements shall be constructed upon any portion of the Subject Property which is not a Lot.

3.02 Requirements for Dwellings.

(a) No dwelling shall be erected which has fully enclosed floor area (exclusive of any porch, patio, garage or other accessory building, whether or not attached to such dwelling) of less than:

- 1) Single Story Finished Living Area - 2000 Sq. Ft.
- 2) Two Story/Multi-level Finished Living Area - 2300 Sq. Ft.

(b) Minimum size requirements of this Section 3.02 may be waived by the Committee as provided herein if a proposed dwelling possesses other features that, in the Committee's opinion, will serve to maintain the quality of the neighborhood.

3.03 Prohibition of Structure in Setback Area. No Improvement, including fences, driveways, walks and plantings shall be placed in whole or in part upon any portion of Subject property which is designated as a setback area without the written permission of the Committee. The setback area is that area required by the County Building Codes. However, the Committee does not have the authority and cannot grant permission to supercede any setback restrictions as noted on the face of the recorded plat.

3.04 Offensive Activities. No noxious or offensive activity shall be carried on within the Subject Property, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to other Owners in the enjoyment of their property, or in their enjoyment of Common Area. Without limiting any of the foregoing, no Owner shall permit noise including, but not limited to, the barking of dogs and the excessive playing music systems to emanate from Owner's Lot which would unreasonably disturb another Owner's quiet enjoyment of a Lot or of the Common Area.

3.05 Parking. Automobiles which are not in an operating condition shall not be parked or left on any street or on any part of subject Property other than in a garage.

3.06 Improvements. No Improvements, except as constructed by Declarant pursuant to its initial development of Subject Property, shall be erected, placed or altered upon any Lot or portion thereof until the construction plans and specifications and a plan showing the location of the structure and drainage plans have been approved as provided in Article VI by the Committee as to quality of workmanship and materials, harmony of exterior design with existing structures, effect on drainage and as to location on the lot.

3.07 Repair. All Improvements upon any lot of this Subject Property shall at all times be maintained in good condition and repair. Any collection or accumulation of trash, garbage, rubbish or weeds shall be immediately removed and all lots shall be kept in orderly, sanitary condition at all times. The removal and disposal of any garbage, debris, waste, weeds, etc., shall be the sole responsibility of the individual lot owner. Should any lot owner or contract purchaser fail to remove any such materials described herein from his property or the street and common areas adjacent thereto, within ten (10) days following the date on which notice is mailed to him by the Declarant or the Association informing him of such violation, the Declarant or Association may have said trash removed and charge the full expense of removal to said lot owner or contract purchaser. Should the lot owner fail to pay the cost of removal, the charge shall become a continuing lien on the property which shall bind the property in the hands of the owner or contract purchaser, and his successors in interest. Such charge shall also be a personal obligation of the lot owner involved on the date of removal of said trash.

3.08 Temporary Buildings. No shed, tent or temporary building shall be erected, maintained or used in any Lot or portion thereof; provided, however, temporary buildings for uses incident to the initial construction of improvements may be constructed and maintained, provided that said temporary buildings shall be promptly removed upon the completion of such construction work. A temporary sales office used only for the original sale of Homes may be constructed and maintained upon the Subject Property during such original sale of Lots upon any portion thereof.

3.09 Boats, Trucks, Trailers, Clothes Lines. No boats, trailers or recreational vehicles shall be stored or kept on any lot for a period of more than 24 hours, unless said boat, trailer or R.V. is enclosed or screened in such a way that it is not visible from any street or any other lot in the plat. The streets within the plat shall not be used for overnight parking of any vehicles other than private automobiles. This Covenant specifically restricts street parking of boats, trailers or other R.V. vehicles.

No clothes line shall be erected on any lot unless it is kept within either an enclosed area or is screened by a fence of a minimum six foot height and the location upon the lot and the style of screening are approved by the Committee.

3.10 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.

3.11 Privies. No privy shall be erected, maintained, or used upon any Lot or portion thereof, but privies are permitted during the course of the initial construction of improvements, provided that any such temporary privy shall be promptly removed upon completion of such construction.

3.12 Oil Operations. No derrick or other structure designed for use in drilling, boring, mining or quarrying for oil, natural gas, precious minerals or geothermal resources shall be erected, maintained or permitted upon any Lot or portion thereof.

3.13 Compliance. No Improvements shall be in any manner occupied while in the course of original construction or until it complies with all requirements as to the area and all other conditions and restrictions applicable thereto. No dwelling constructed elsewhere shall be moved to the Subject Property.

3.14 Completion of Construction. After commencement of construction of any Improvements, the Owner shall diligently pursue the work thereon, to the end that the Improvement shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. Improvements shall be properly painted or stained immediately after completion. All exterior construction shall be completed within 8-months from the start of any construction improvements on the lot, unless waived by the committee.

3.15 Excavation and Drainage. No excavation shall be made except in connection with construction of an Improvement, and upon completion thereof, exposed openings shall be back-filled and the disturbed ground shall be compacted, graded and leveled in such a way that final drainage shall conform with requirements of the County building codes.

3.16 Signs and Billboards. Except for temporary signs as specified below, no sign or billboard of any character shall be erected or displayed on the Subject Property except modest residential signs giving the name and/or address of the occupant or Owner. Temporary signs (exclusive of any flag or pennant) in connection with the original subdivision and sale of the Subject Property may be maintained only during the period of construction and original sale of Lots and homes. Nothing herein shall prohibit an Owner from maintaining on his property one "For Sale," "For Rent", or "For Lease" sign not exceeding in size 18 by 24 inches.

3.17 Roofs. All roofing of all residences or other buildings constructed on any Lot shall be constructed of either (i) mission or concrete tile (ii) wood shake and must be approved by the Committee. Exceptions may be made by the Committee.

3.18 Fence Requirements. Fences shall not exceed six feet (6') in height. 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 adjacent lots or building sites or be offensive to the owners or occupants thereof. No fence, wall or hedge shall be erected, placed or altered on any lot nearer to any street than the building set-back line, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two feet above the finished grade at the back of said wall. Approval by Committee is required.

3.19 Landscaping. All front yards shall be landscaped with lawn bark and shrubs within three months of completion of the exterior of the house.

3.20 Radio and Television Antennas. No radio antenna, television antenna, satellite dishes or ham radio broadcast or receiving apparatus shall be erected or maintained on any site without the specific approval of the Architectural Control Committee.

3.21 Enforcement. The Declarant, the Association, or any owner of property within the plat shall have the right to enforce the Covenants contained in this Declaration through an action at law or in equity. The Architectural Control Committee shall also have the right to bring such an action in its name. The prevailing party in any action brought to enforce the Covenants contained in this Declaration shall have the right to collect attorney's fees, court costs, and other expenses of litigation, in addition to any damages which may be awarded. The Declarant's rights to enforce the provisions of this declaration and covenants of record shall terminate at such time as the Declarant shall cease to be the owner of a lot subject to this declaration. Failure of the Declarant, Association, or individual lot owner to enforce any covenant or restriction contained herein shall in no way be deemed a waiver of the right to do so thereafter.

3.22 Severability. Invalidity of any one of these covenants or restrictions by judgements or court order shall in no way affect any other provisions, which shall remain in full force and effect.

3.23 Municipal Ordinances. These Covenants shall in no way restrict the effect of any ordinance adopted by a municipal corporation having jurisdiction over any portion of the property subject to this Declaration.

3.24 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 owner of any lot subject to this declaration including the Declarant, their respective legal legal representatives, heirs, successors, and assigns, for a term of thirty (30) 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 no less than the owners then owning ninety per cent (90%) during the first thirty (30) years and seventy-five percent (75%) for any period thereafter of the property subject to the Declaration and any supplemental Declaration shall have been filed with the prevailing County Auditor. The covenants and restrictions of this declaration may be amended by an instrument signed by not less than the owners then owning ninety per cent (90%) during the first thirty (30) years and seventy-five percent (75%) for any period thereafter of the property subject to the Declaration and any supplemental Declaration. Amendments shall take effect when they have been recorded with the Auditor of the prevailing County.

ARTICLE IV
ARCHITECTURAL CONTROL

4.01 Approval Required. No improvements shall be commenced, erected or maintained upon the Subject Property nor shall any exterior addition to or change of color, shape, or other alteration therein be made until the plans and specifications showing the nature, kind, shape, color, height, materials, and location of the same shall have been submitted to and approved in writing by the Committee. If the Committee fails to approve or disapprove such proposed design and location within thirty (30) days after such plans and specifications have been submitted, approval will not be required and the requirements of the Article will be deemed to have been satisfied.

4.02 Interpretation. The Architectural Control Committee shall have the right to determine all questions arising in connection with this Declaration and to construe and interpret the provisions of this Declaration. It's good faith, determination, construction, or interpretation of this Declaration shall be final and binding.

4.03 Composition of Committee. The Committee shall have three (3) members. The members of the Committee shall be: Joel R. Hethcock, Michael J. Shea & Norman C. Sanderson, 12828 N. E. 124th St., Kirkland, Wa. 98034 (or any other persons appointed by the Declarant to replace them) until the first anniversary of the recording of the plat subject to this declaration. Following that first anniversary, Declarant shall have the power to appoint two (2) of the three (3) members of the Committee until the earliest of: (i) the fifth anniversary of this declaration, or (ii) the date when ninety per cent (90%) of the Lots in the Subject Property have been sold. Thereafter, committee members may be appointed by the Lot Owners.

4.04 No Liability. The members of the Architectural Control Committee shall have no personal liability for any action by or decision of the Committee. By acceptance of a deed to any property within the plat, the owner of that property agrees and covenants not to maintain any action against any member of the Architectural Control Committee which seeks to hold that member personally or individually liable for damages relating to or caused by any action of or decision by the Committee.

ARTICLE V
MISCELLANEOUS

5.01 Enforcement. Any owner of property within subject plat shall have the right to enforce the Covenants contained in this Declaration through an action at law or in equity. The Architectural Control Committee shall also have the right to bring such an action in its name. The prevailing party in any action brought to enforce the Covenants contained in this Declaration shall have the right to collect attorney's fees, court costs, and other expenses of litigation, in addition to any damages which may be awarded.

5.02 Waiver. The failure to enforce any Covenant contained in this Declaration shall not be deemed a waiver of the right to enforce such a Covenant.

5.03 Severability. If any Covenant contained in this Declaration is held invalid, the remainder of the Declaration shall not be affected and shall continue in full force and effect.

5.04 Captions. The captions in this Declaration are inserted only as a matter of convenience and for reference, and in no way describe, define or limit the intent of this Declaration. The captions are not to be used interpreting this Declaration.

5.05 Municipal Ordinances. These Covenants shall in no way restrict the effect of any ordinance adopted by a municipal corporation having jurisdiction over any portion of the property subject to this Declaration. References to ordinances made in this Declaration shall be construed as references to the ordinances as they exist as of the date of the recordation of this Declaration or as they may thereafter be amended.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 28th day of September, 19 92.

FIRSTMARK CORPORATION

By: Joel R. Hethcock
Joel R. Hethcock
Chief Operating Officer

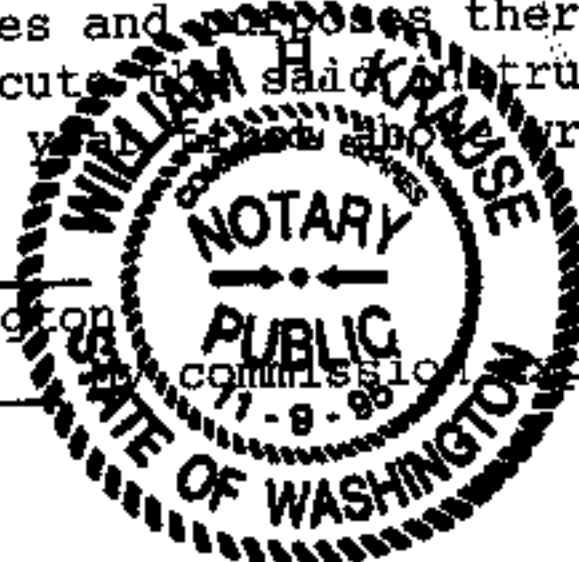
FIRSTMARK CORPORATION

By: Patricia B. Prue
Patricia B. Prue
Secretary

STATE OF WASHINGTON
COUNTY OF King

On this 28th day of September, 19 92 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Joel R. Hethcock and Patricia B. Prue to me known to be the Chief Operating Officer and Secretary, respectively, of Firstmark Corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument. Witness my hand and official seal hereto affixed the day and year above written.

William H. Krause
Notary Public in and for the State of Washington
Residing at Kirkland
:COV4-90(FW)11-21-90



9210020438