

AFTER RECORDING, RETURN TO:

Barker Martin, P.S.  
701 Pike Street, Suite 1150  
Seattle, WA 98101

**AMENDED & RESTATED DECLARATION OF PROTECTIVE COVENANTS,  
RESTRICTIONS, EASEMENTS AND RESERVATIONS FOR LACROSSE  
(AKA STAFFORD CREST, DIVISIONS 1 & 2)**

GRANTOR(S):	LACROSSE HOMEOWNERS' ASSOCIATION, a Washington nonprofit corporation
GRANTEE(S):	LACROSSE HOMEOWNERS' ASSOCIATION, a Washington nonprofit corporation; THE GENERAL PUBLIC
LEGAL DESCRIPTION:	PORTIONS OF LOTS 70 TO 75, C.D. HILLMAN'S LAKE WASHINGTON GARDEN OF EDEN ADDITION TO SEATTLE DIVISION NO 1, PER THOSE CERTAIN PLAT MAPS OF STAFFORD CREST, DIVISION 1 AND DIVISION 2, RECORDED AT KING COUNTY RECORDING NOS. 199903081874 AND 200000331000047, RESPECTIVELY.
TAX PARCEL NO.:	334210-3532; 334210-3535; 334210-3546
REFERENCE NO(S). OF RELATED DOCUMENT(S):	199903081897; 199903081874; 19990715001979; 20000331000047; 20000331000048; 20000811000718; 20210105002064

**AMENDED & RESTATED DECLARATION OF PROTECTIVE COVENANTS,  
RESTRICTIONS, EASEMENTS AND RESERVATIONS FOR LACROSSE  
(AKA STAFFORD CREST, DIVISIONS 1 & 2)**

WHEREAS, on March 8, 1999, a plat map entitled “Stafford Crest Div. 1” was recorded in the real property records of King County at Recorder’s Number 199903081874 (“Plat Map”); and an instrument titled “Declaration of Protective Covenants, Restrictions, Easements and Reservations for the Plat of Stafford Crest and any Subsequent Divisions” was recorded in the real property records of King County at Recorder’s No. 199903081897 (“Original Declaration”), thereby submitting the real property set forth in the Plat Map to the covenants, conditions and restrictions set forth in the Declaration; and

WHEREAS, Declaration Section 1.1 explains that the Association shall use the name “LaCrosse Homeowners’ Association” because the Property is popularly known as LaCrosse, even though the recorded Plat Maps and Declaration use the name Stafford Crest; and

WHEREAS, the Declaration has been amended four (4) times, by instruments recorded at King County Recorder’s Nos. 19990715001979, 20000331000048, 20000811000718, and 20210105002064; and

WHEREAS, the Survey Map and Plans has been amended one (1) time, by an instrument recorded at King County Recorder’s No. 20000331000047; and a plat map entitled “Stafford Crest Div. 2” was recorded in the real property records of King County at Recorder’s Number 20000331000047 and subjected to the Original Declaration; and

WHEREAS, Declaration Section 20.2 and 20.4 provide that the Declaration may be amended upon approval of sixty percent (60%) of the Owners by written consent; and

NOW THEREFORE, by signing below, the President and Secretary of the Association certify and attest that the Declaration has been amended in the following particulars:

- A. AMENDED & RESTATED.** *The Original Declaration, including all amendments thereto, shall be completely replaced by this Amended & Restated Declaration.*
- B. SCHEDULES REPLACED.** *All Schedules to the Original Declaration shall be replaced by the Exhibits referenced in this Amended & Restated Declaration.*
- C. PLAT MAPS UNCHANGED.** *The Plat Maps are unchanged hereby and shall remain in effect.*
- D.** *This Amended & Restated Declaration shall take effect upon recording.*

**LACROSSE  
AMENDED & RESTATED DECLARATION**

**TABLE OF CONTENTS**

ARTICLE 1.	DEFINITIONS.....	2
ARTICLE 2.	DECLARATION CONSTRUCTION & VALIDITY .....	5
ARTICLE 3.	DESCRIPTION OF PROPERTY .....	5
ARTICLE 4.	LOTS.....	6
ARTICLE 5.	COMMON AREAS .....	9
ARTICLE 6.	RULES; PERMITTED & PROHIBITED ACTIVITIES .....	10
ARTICLE 7.	ARCHITECTURAL REVIEW.....	11
ARTICLE 8.	OWNERS' ASSOCIATION.....	15
ARTICLE 9.	BUDGETS, ASSESSMENTS, RESERVES .....	18
ARTICLE 10.	ENFORCEMENT .....	23
ARTICLE 11.	LIABILITY; INDEMNIFICATION.....	24
ARTICLE 12.	INSURANCE.....	25
ARTICLE 13.	AMENDMENTS .....	27
ARTICLE 14.	MISCELLANEOUS .....	27
<b>EXHIBIT A.</b>	<b>LEGAL DESCRIPTION OF PROPERTY IN LACROSSE</b>	

## ARTICLE 1. DEFINITIONS

1.1 Words Defined. For the purposes of this Declaration, the following definitions shall apply. The singular form of words shall include the plural and the plural shall include the singular. Masculine, feminine, and gender-neutral pronouns shall be used interchangeably. The definitions in this Declaration are not intended to limit or contradict the definitions in the HOA Act, but may be intended to clarify or supplement those definitions and shall be interpreted to be consistent with the Act wherever possible.

1.2 “Applicable Statutes” shall mean the Washington statutes applicable to Lacrosse and the Association, including the HOA Act, the Washington Nonprofit Miscellaneous and Mutual Corporations Act at RCW Chapter 24.06, and WUCIOA at RCW Chapter 64.90 (to the extent applicable as described therein), as they may be amended from time to time.

1.3 “ARC Project” or “Project” shall mean any project that requires approval of the Architectural Review Committee prior to commencement thereof, as defined in Section 7.2.

1.4 “Architectural Standards” shall mean the standards for structures or other ARC Projects as provided herein or as promulgated by Rule in Section 7.11.

1.5 “Assessments” shall mean all sums chargeable by the Association against a Lot or Lot Owner, including, without limitation: (a) regular and special assessments for Common Expenses; (b) charges and fines levied by the Association; (c) fees charged for services or use of the common areas; (d) interest and late charges on any delinquent account; and (e) any and all costs incurred by the Association, including attorneys’ fees, in connection with the collection of delinquent assessments or enforcement of any provision of the Governing Documents.

1.6 “Association” shall mean the Nonprofit Miscellaneous and Mutual Corporation and any successor entity thereof, identified in ARTICLE 8, organized to manage the affairs of Lacrosse consistent with the Applicable Statutes and the Governing Documents, the membership of which is composed of all Lot Owners.

1.7 “Board of Directors” or “Board” shall mean the governing body of the Association, elected pursuant to the Association’s Bylaws.

1.8 “Bylaws” shall mean the corporate bylaws of the Association, as amended from time to time.

1.9 “Capital Addition” shall mean an addition of real property to Lacrosse or an addition of a significant improvement to Lacrosse that is not intended to replace pre-existing portions of or improvements upon the Common Areas.

1.10 “Common Areas” shall mean all portions of the Property established for the benefit of all members of the Association, as further described in ARTICLE 5.

1.11 “Common Expenses” shall mean all expenditures made by or financial liabilities of the Association, including any allocations to reserves, as further described in Section 9.1.

1.12 “Community-Wide Standard” shall mean the prevailing standard of quality of design, workmanship, materials, and overall aesthetics of structures throughout Lacrosse that promote

harmony with the existing structures within Lacrosse and the environment (whether natural or constructed), which standard may contain both subjective and objective elements, and may be specifically proscribed in the Architectural Standards.

1.13 “Declaration” shall mean this Declaration and any subsequent amendments thereto.

1.14 “Director” shall mean a member of the Board of Directors of the Association.

1.15 “Governing Documents” shall mean the collective group of documents that control the governance and administration of Lacrosse and the Association, consisting of this Declaration, the Bylaws, the Articles of Incorporation, and the Rules, as any of them may be amended from time to time.

1.16 “HOA Act” shall mean the Washington Homeowners Association Act at RCW Chapter 64.38, as it may be amended from time to time.

1.17 “Individually Allocated Assessment” shall mean an assessment that is levied upon one or more individual Lots or Owners in accordance with the Applicable Statutes or this Declaration, as further described in Section 9.7.

1.18 “Lease” shall mean the grant of a right to exclusive use or occupancy of a Lot or Residence to someone other than a close family member (meaning only those persons related to the Owner thereof by blood, marriage, domestic partnership, or lawful adoption), in exchange for receiving money or other goods or services of value, regardless of the duration of the lease, the form of agreement, or payor, and shall include any arrangements made through vacation or short-term rental companies such as VRBO, AirBNB, HomeAway, VacationRentals.com, and the like.

1.19 “Lot” shall mean a physical portion of the Property designated for separate ownership and single-family use, as shown on the Plat Maps and as further identified and described in ARTICLE 4, regardless of subsequent combination or subdivision thereof.

1.20 “Manager” shall mean a person or entity engaged by the Board on behalf of the Association to assist in administration or management of any portion of the Property or the Association.

1.21 “Mortgage” shall mean any mortgage, deed of trust, real estate installment sales contract, or other similar instrument recorded in the records of King County with respect to any Lot.

1.22 “Notice and Opportunity to be Heard” shall mean the enforcement procedures established by Rule, consistent with the HOA Act, this Declaration, and the Bylaws, that provide Owners with written notice of any alleged wrongdoing or responsibility and an opportunity to be heard before the Board or such representatives designated by the Board, prior to the levy of any fine or Individually Allocated Assessment.

1.23 “Original Declaration” shall mean the “Declaration of Protective Covenants, Restrictions, Easements and Reservations for the Plat of Stafford Crest and any Subsequent Divisions”, recorded on March 8, 1999 in the real property records of King County at Recorder’s No. 199903081897 and any amendments thereto recorded prior to this Declaration.

1.24 “Owner” shall mean the natural person, corporation, partnership, limited liability company, association, trustee or other legal entity who owns the Lot, or the record buyer of a Lot sold

under a real estate installment sales contract, but does not include a person or entity having an interest in the Lot merely as security for the performance of an obligation.

1.25 “Plat Maps” shall mean and include the Plat Map of Stafford Crest Div. 1, recorded under King County Recorder’s No. 9903081874, together with the real comprising Stafford Crest, Division 2 as depicted on the Plat Map of Stafford Crest Div. 2, recorded under King County Recorder’s No. 20000331000047.

1.26 “Property” shall mean the real property comprising Lacrosse as shown on the Plat Maps and as legally described in **Exhibit A**, including all buildings, improvements and structures thereon, all of which are subject to the provisions of this Declaration.

1.27 “Residence” shall mean the structure upon any Lot that was designed and intended for single-family residential use and occupancy.

1.28 “Rules” shall mean the rules and regulations adopted by the Association pursuant to the Applicable Statutes and the Original Declaration or this Declaration, including, but not limited to, house rules, regulations, resolutions, fine schedules, fee schedules, collection policies, enforcement policies, and other policies as adopted by the Board, as amended from time to time.

1.29 “Lacrosse” shall mean the development created pursuant to the recording of the Plat Maps, the real property within which have been subjected to the terms of the Original Declaration.

1.30 “Tenant” shall mean a natural person, corporation, partnership, limited partnership, limited liability company, trust, governmental subdivision or agency, or other person or entity who occupies a Lot by Lease.

1.31 “Total Voting Power” shall mean the sum of votes assigned to each Lot, irrespective of other conditions precedent to voting and regardless of the number of votes represented at any meeting.

1.32 “Users” or “Lot Users” shall mean the Lot Owners and occupants of Lots, as well as their Tenants, agents, guests, invitees, and licensees.

1.33 “WUCIOA” shall mean the Washington Uniform Common Interest Ownership Act, enacted in 2018 and effective July 1, 2018, (RCW Chapter 64.90), certain provisions of which apply to Lacrosse.

//

## ARTICLE 2. DECLARATION CONSTRUCTION & VALIDITY

2.1 Creation; Covenants Run With the Land. Lacrosse was created by recording the Plat Maps and subjecting the real property therein to the Original Declaration, as amended. As a result, all Property, including Lots and Common Areas are and shall be held, used, conveyed, encumbered, leased, occupied, rented and improved subject to the Declaration, as may be amended from time to time, the provisions of which shall be deemed to run with the land and constitute a burden and benefit to any and all persons who now, or in the future, shall own, hold, or acquire an interest in the Property or any part thereof, as well as their grantees, successors, heirs, executors, administrators, and assigns. Title to a Lot or the Common Areas shall not be rendered unmarketable or otherwise affected by reason of an insignificant failure of the Original Declaration, this Declaration or the Plat Maps, to comply with the HOA Act.

2.2 Consistent with the Applicable Statutes. This Declaration was adopted to incorporate provisions of the Applicable Statutes and to make improvements to the governance structure and administrative tools available to the Association. However, no title to a Lot or Common Area shall be impaired, rendered invalid or unmarketable, or otherwise affected by an insignificant failure of this Declaration, the Plat Maps, or any amendment thereto, to comply with Applicable Statutes. The terms used herein are intended to have the same meaning as given in the HOA Act unless an alternative meaning is specifically provided for, the context clearly requires otherwise, or to so define the term would produce an illegal or clearly improper result.

2.3 Liberal Construed. The contents of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for the operation of Lacrosse under the Applicable Statutes. The Provisions of this Declaration and the provisions of the HOA Act shall be liberally construed and administered to effectuate the intent and purpose of this Declaration, and any amendments thereto.

## ARTICLE 3. DESCRIPTION OF PROPERTY

3.1 Legal Description. Lacrosse consists of the Property legally described in **Exhibit A**, and as reflected in the Plat Maps.

3.2 Description of Buildings & Improvements. Lacrosse is a residential development consisting of Common Areas and 123 Lots with one Residence upon each Lot.

3.3 Easements. The Original Declaration reserved, for the benefit of the Association and all Owners, the following easements:

3.3.1 Utility easements are granted to utility entities as shown on the Plat Maps. The utility entities shall use the easements in such manner as to minimize inconvenience to the Lot Owners, damage to the roadway and existing structures and interference with other utilities. Said utility entities shall, at their own expense, repair any damage and restore the Property to as good a condition as existed prior to the performance of said work by said utility companies. Each Lot Owner agrees not to place locks on structures enclosing utility meters or to in any manner interfere with utility representatives' access to said meters at all times. No structure, planting or other material shall be placed or permitted to remain under, on or in any easement

which shall interfere with the use of the easement or which may damage or interfere with the installation and maintenance of the roadway or utilities, or which may damage, interfere with or change the direction or flow of drainage facilities within easements for installation and maintenance of roadway, utilities and drainage facilities.

3.3.2 Various easements, including those relevant to fewer than all Lots, are indicated on the face of the Plat Maps and are incorporated herein by reference; however, any reference to “Stafford Crest” or the homeowners’ association for “Stafford Crest” shall mean and refer to Lacrosse and the Lacrosse Homeowners’ Association.

#### **ARTICLE 4. LOTS**

4.1 Number of Lots. There are 123 residential Lots in Lacrosse (74 in Division 1 and 49 in Division 2, as depicted on the Plat Maps).

4.2 Common Expense Liability. Except for those Common Expenses that may be assessed as Individually Allocated Assessments as described in Section 9.7, each Lot’s Common Expense liability is equal to that of every other Lot: 1/123rd.

4.3 Voting Power. Each Lot is allocated one (1) vote.

4.4 Residential Use. Each Lot shall contain one (1) Residence. All Residences and Lots within Lacrosse are intended for and restricted to single-family residential use on an ownership, rental, or lease basis and for social, recreational and other reasonable activities normally incident to residential use, including ancillary use as a home business, provided that no Lot may be used to conduct any trade or business of any kind that: (a) is apparent or detectable by sight, sound or smell from anywhere outside of the Lot; (b) involves nonresident workers on the Lot; or (c) involves regular visits by customers, clients, or other nonresidents.

4.5 Timesharing. Timesharing, as defined in RCW Chapter 64.36, is prohibited.

4.6 Leasing. The following provisions apply to the Lease of a Lot:

4.6.1 General Terms. Owners may not Lease less than the entire Lot and may not Lease Lots for an initial term of less than twelve (12) months. Subleases are prohibited. Any agreement for the Lease of a Lot shall be in writing and shall expressly provide that the Lot, tenant, and any occupants, are subject to the provisions of the Declaration, Bylaws and Rules and that violation of those provisions shall constitute default of the tenant under the Lease. Owners shall provide a copy of the Lease to the Board prior to occupancy of the Lot.

4.6.2 Rental Cap. Owners desiring to Lease their Lots may do so, but only with the prior, written permission of the Board. Such permission shall be promptly granted unless the Owner is delinquent in the payment of any Assessments or if the Lease of the Lot would exceed the limit of twelve (12) Leased Lots at any particular time. However, the Board shall not deny such permission based on the rental cap if the Owner qualifies under one of the following exceptions:

4.6.3 Grandfathering. Owners whose Lots were being Leased at the time of the recording of this Amendment shall be grandfathered such that they may not be denied



permission to Lease their Lots by reason of the rental cap, provided that an Owner's exemption from the rental cap shall expire upon sale or other conveyance of the Lot owned, and the subsequent Owners of such Lot shall be subject to the rental limit in all respects. Grandfathered Lots to which this exemption applies are listed in Exhibit D.

4.6.4 Hardship Exception. Owners prohibited from Leasing their Lots due to the rental cap may nonetheless be granted permission to Lease if the Owner claims, and the Board finds, in its sole discretion, that denying the Owner the ability to Lease the Lot would create a substantial hardship for the Owner, provided that the Board may, by Rule, define "substantial hardship" or provide the standards utilized by the Board to evaluate claims of substantial hardship.

4.6.5 Waiting List. If the rental cap has already been reached at the time of the Owner's request to Lease and the Owner does not qualify for one of the exceptions, the Owner shall be placed on a waiting list that shall be administered in accordance with reasonable Rules adopted by the Board that provide procedures for tracking the rental cap and exceptions thereto, determining when an Owner's permission to Lease has expired, notifying Owners of the availability to Lease within the cap, and giving Owners on the waitlist a reasonable opportunity to Lease their Lot when it is their turn to do so.

4.6.6 Termination of Right to Lease. To assure fair opportunity for Owners to Lease their Lots, once the Board has granted approval to do so, the Owner's ability to Lease the Lot automatically terminates upon the first of the following events: (a) Owner's election to terminate the right to Lease; (b) Owner occupancy of the Lot; (c) failure to re-Lease the Lot within ninety (90) days of termination or expiration of the prior tenant's Lease (unless a waiver is provided by the Board); or (d) sale or other conveyance of the Lot. Owners whose rights to Lease expire in accordance with this Section shall be required to re-apply to Lease their Lot in accordance with this Section after such termination.

4.6.7 Rules. The Board may adopt reasonable Rules to aid in the interpretation, clarification, or enforcement of these provisions and to provide for reasonable fees to be paid by Owners Leasing their Lots for services relating to administration of the waiting list, tracking of Leases, notices to tenants if and when required, moving in or out, and for any extraordinary use of the Common Elements.

4.7 No Impairment of Insurance. Nothing shall be done or kept in any Lot or the Common Areas or by any Owner that will increase the Association's insurance premiums, without the prior, written permission of the Board. No Owner shall permit anything to be done or kept in his Lot or elsewhere in Lacrosse that will result in the cancellation of the Association's or the Lot Owner's insurance on any part of the Property.

4.8 Conveyance of Lots; Notice Required. The right of an Owner to sell or convey a Lot shall not be subject to any right of approval, disapproval, first refusal, or similar restriction by the Association or the Board, or anyone acting on their behalf. An Owner intending to convey a Lot shall deliver a written notice to the Board or Manager, at least two (2) weeks before closing, specifying the Lot being sold, the name and address of the purchaser, and the estimated closing date.

4.9 Lot Combination or Subdivision. Lots may not be subdivided or combined.

4.10 Alteration of Lots & Residences. Any improvement or alteration to a Lot or Residence visible from the exterior of the Residence (including removal of trees greater than six inches (6”) in diameter at four feet (4’) above grade) shall require the prior, written permission of the Architectural Review Committee as more specifically provided in ARTICLE 7 and Section 7.2.

4.11 Lot and Residence Maintenance. Each Owner shall, at his or her sole expense, maintain, repair, and replace all components of the Lots and Residences consistent with the Community-Wide Standard.

4.12 Unsightly Conditions. No Lot Owner shall permit any unsightly condition to exist on his Lot, which shall include, without limitation, litter, trash, junk or other debris; inappropriate, broken, damaged or ugly furniture or plants; non-decorative gear, equipment, cans, bottles, ladders, trash barrels and other such items; and air conditioning units or other projections placed on the exterior walls of any Building.

4.13 No Visible Storage. No storage under decks or overhangs or anywhere else on any Lot which is visible from any point outside the Lot shall be permitted.

4.14 No Machinery. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot except such machinery or equipment as is usual and customary in connection with the construction (during residential construction only) on a Lot, and machinery and equipment customarily used in the maintenance of landscaping.

4.15 Exterior Appearance. In order to preserve a consistent and relatively uniform appearance of the Property, Owners shall not display, hang, store, or use any signs, clothing, sheets, blankets, laundry or other articles that may be visible from the Common Areas, other Lots or streets. No untidy or unsightly condition shall be maintained on any property. Untidy conditions shall include, but are not limited to, publically visible storage of wood, boats, trailers, recreational vehicles and disable vehicles of any kind whatsoever. Alterations of Lots or visible alterations to Residences require the prior approval of the ARC as provided in ARTICLE 7.

4.16 Signs. No signs, billboards, or other advertising structure or device shall be displayed to the public view on any Lot except as provided in this Section. One sign not to exceed six (6) square feet in area may be placed on a Lot to offer the property for sale or rent, provided the sign is removed promptly after the Lot is sold or rented. Political yard signs not more than four (4) square feet are allowed during campaign periods on Lots, provided they are removed within five (5) days of the election. All signs shall be maintained by the Owner in a neat and clean condition and state of repair.

4.17 Hardscapes & Shrubs. No fences, walls, hedges, privacy screens, or other wall-like structures may be planted or installed without the prior approval of the ARC and such installation or placement shall not interfere with any easements or rights-of-way. Barbed wire, chain link, corrugated fiberglass is prohibited except that certain chain link fences may be installed to the rear of Lots as allowed by the ARC.

4.18 Garbage. No garbage, trash, recycling, construction debris, grass cuttings, tree trimmings or other yard waste shall be dumped or allowed to accumulate on any Lot. All such refuse shall be kept in designated sanitary receptacles that are screened from the view of the street or any Lot and the contents thereof disposed of at regular intervals. Creation of a compost area or use of compost receptacles requires prior approval by the ARC and shall be regularly tended to avoid a noxious

condition or attraction of wildlife or vermin.

4.19 Residence Repair & Replacement. The Lot Owner of any Building damaged or destroyed by fire or other casualty shall, upon receipt of the insurance proceeds, repair or rebuild the damaged or destroyed portions of the Residence in a good workmanlike manner in conformance with the original plans and specifications of said Residence. The plans and specifications for said Residence may be modified and said Residence may be reconstructed in accordance with said modified plans and specifications if the Lot Owner secured approval in conformance with Section 11.2.

4.20 Failure to Maintain or Perform. If any Owner shall fail to maintain, repair or replace components of his or her Lot or Residence as required, and fails or refuses to perform said maintenance, repair or replacement after the Board has provided the Owner with Notice and an Opportunity to be Heard, then, in addition to other remedies available under the HOA Act or this Declaration, the Board may enter upon the Lot and cause such maintenance, repair or replacement to be done, and shall levy the costs thereof upon the Owner as an Individually Allocated Assessment.

## **ARTICLE 5. COMMON AREAS**

5.1 Common Area Description. The Common Areas are all portions of the Property other than Lots, including, but not limited to, the following:

- a) Tract A on the Division 1 Plat, which is designated as common open space and stormwater detention facility;
- b) Tract B on the Division 1 Plat, which is designated common open space or park;
- c) Tract A on the Division 2 Plat, which is designated as common open space and stormwater detention facility;
- d) Any Native Growth Protection Easements or other easements established for the benefit of the Association as identified on the Plats, this Declaration or other recorded instruments; and

Driveway easements established for the benefit of certain Lot Owners are not Common Areas. They are to be jointly maintained by the Owners benefitting therefrom as provided in \*\*

5.2 Common Area Use & Restrictions. Subject to the restrictions in this Declaration, the Bylaws, and any Rules consistent therewith, each Owner shall have the right to use the Common Areas in common with all other Owners and shall have a right of access over the Common Areas for ingress and egress from the Owner's Lot. Owners shall have the right to delegate that use to other occupants of Lots, tenants, guests, licensees and invitees. No Lot Owner shall interfere with the Association's maintenance, repair or operation of the Common Areas, nor shall any Lot Owner store items in, damage, alter, construct in, mount on, or remove fixtures or common property from the Common Areas, except with the prior, written approval of the Board. The Board may promulgate additional reasonable Rules regulating or restricting use of the Common Areas so long as they are not inconsistent with this Declaration or the Bylaws.

5.3 Common Area Maintenance. The Association is responsible for keeping the Common Areas in a good, clean, sanitary, and operating condition, and for maintaining, repairing, and replacing

the Common Areas, except to the extent that the City of Renton has agreed to maintain stormwater facilities in accordance with certain drainage easements recorded in the real property records of King County at recording number \_\_\_\_\_, or other recorded instruments. All fences located on the perimeter of the Property or perimeter fences enclosing Common Areas, but not including and any

5.4

5.5 Costs of Common Area Maintenance. Unless otherwise specifically provided herein, the cost of maintaining, repairing and replacing the Common Areas is a Common Expense assessed to all Lot Owners as provided in ARTICLE 9.

5.6 Fences to be Maintained by the Association. In addition to the Common Areas, the Association shall be responsible for the maintenance, repair, and replacement of fences located on or near the perimeter of the Property, fences enclosing Common Areas, and fences between Lots, whether or not those fences are located on Common Area or Lots. The costs of maintaining, repairing, and replacing the perimeter fences and fences enclosing Common Areas shall be a Common Expense assessed to all Lot Owners as provided in ARTICLE 9. The costs of maintaining, repairing, and replacing fences between the Lots shall be assessed to the adjacent Lot Owners in equal shares as Individually Allocated Assessments as provided in Section 9.7.

5.7 Right-of-Way Improvements to be Maintained by the Association. The Association shall be responsible for the maintenance, repair, and replacement of all sidewalks and planting strips adjacent to the right-of-ways within the Property.

## **ARTICLE 6. RULES; PERMITTED & PROHIBITED ACTIVITIES**

6.1 Rules. The Board may, from time to time, adopt and amend reasonable Rules as may be necessary or advisable to ensure compliance with, clarify, and supplement the Governing Documents, to aid in the administration, governance, or enjoyment of the Property, to preserve the exterior appearance of Residences and Common Areas, or for any other purpose not inconsistent with this Declaration, the Articles of Incorporation, the Bylaws, or any amendments thereto.

6.2 Noxious & Offensive Use. No unlawful, noxious or offensive activities may be carried on in any portion of the Property, nor shall anything be done therein which shall constitute a nuisance or which shall, in the judgment of the Board, cause unreasonable noise or disturbance to others. Owners shall not permit any condition to exist that will induce, breed, or harbor infectious diseases, insects, or vermin.

6.3 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except cats, dogs, caged birds, fish in tanks, or other conventional domestic pets. Such domestic pets may not be kept, bred or maintained for any commercial purpose, nor kept in numbers or under conditions in violation of local laws, reasonably unsuitable for a residential community or in violation of the reasonable Rules of the Association. Animals shall be supervised and under the control of their Owners when not on Lots. In addition to the remedies provided for under the HOA Act and this Declaration, the Board may at any time require the removal of any animal that it finds is a risk or hazard to persons or property, unreasonably disturbing the peace, or a nuisance to Owners or residents, and may exercise this authority for specific animals even though other animals are permitted

to remain.

6.4 Temporary Structures. No structure of a temporary character, trailer, recreational vehicle, basement, tent, shack, garage, barn, or other out buildings shall be used at any time as a residence, either temporarily or permanently. No vehicles parked in public rights-of-way may be used temporarily or permanently for residential purposes.

6.5 Vehicles. No motor vehicle classed by manufacturer rating as exceeding one ton, recreational vehicle, mobile home, travel trailer, tent trailer, utility trailer, camper, boat, boat trailer, detached camper, camper shell, or other similar recreational vehicles or equipment, or any inoperable vehicle, may be parked, maintained, constructed, reconstructed or repaired on any Lot or Common Area within the Property unless fully stored in a garage or screened from the view of other Lots, the street, or Common Areas. This section does not apply to maintenance or repair work on otherwise operable vehicles that does not extend beyond forty-eight (48) hours.

6.6 Firearms, Fireworks & Fires. No firearms shall be discharged within the Property and no explosives of any kind shall be discharged or stored upon any of the Lots or permitted within the Property. No open fires shall be lighted or permitted on the Lots, except in a contained outdoor fireplace or barbecue unit while attended.

6.7 Effect on Insurance. Nothing shall be done or kept in any Lot or in any Common Area that will significantly increase premiums for, or make it impossible for the Association to obtain or maintain insurance required or reasonably desired by the Board without the prior, written approval of the Board.

## **ARTICLE 7. ARCHITECTURAL REVIEW**

7.1 Architectural Review Committee. The Board shall establish an Architectural Review Committee (“ARC”) of three (3) to five (5) Owners appointed by the Board. The ARC is charged with reviewing Owner applications for certain construction projects or installations on Lots for the purpose of maintaining compliance with the Governing Documents and the Community-Wide Standard. If the ARC consists of at least two (2) Directors, then it may approve or reject ARC applications without further Board approval; if not, the ARC may make recommendations to the Board, but the Board shall have the final authority to approve or reject applications.

7.2 ARC Approval Required. Owners must obtain the prior, written approval of the ARC for any Lot or Residence modifications visible from the exterior, including, but not necessarily limited to, the following (hereinafter “Project”):

7.2.1 Any construction, modification, alteration, installation or remodel of a Lot or Residence visible from the street, another Lot or the Common Area;

7.2.2 Any construction, modification, alteration, installation, or remodel of the exterior of Residences, including, but not limited to, the building envelope, roofs, siding, windows, doors, skylights, chimneys, attached or detached garages, attached or detached decks, patios, balconies, and the like;

7.2.3 Any construction, modification, alteration, installation, posting, or placement,

of other structures on Lots, whether or not attached to the Residence, including, but not limited to, carports, sheds, greenhouses, arbors, gazebos, mailboxes, garbage enclosures, storage structures, and recreational structures or equipment including sport courts, playground equipment, pools, hot tubs, spas, and the like;

7.2.4 Any painting or staining of the Residence or other structure on the Lot;

7.2.5 Any removal of trees greater than six inches (6") in diameter measured at four feet (4') above grade;

7.2.6 Any significant landscaping on Lots, including the placement, installation or removal of concrete or masonry walls, rockeries, driveways, fences, flagpoles, and the like; and any planting, extensive trimming, topping, and removal of hedges or bushes; and

7.2.7 The installation or modification of antennas, satellite dishes, and solar collectors, the placement of which is subject to state and federal laws.

7.3 Remedies. No work may commence on any Project until the Owner has received written approval from the ARC to proceed. If any Project is commenced without such pre-approval, in addition to other remedies available to the Association as provided in the Applicable Statutes or the Governing Documents, the Owner may be required to stop work until an application is submitted and ARC review completed, and may be required to remove or modify the Project at the Owner's cost at any time prior to ARC approval, even if the ARC subsequently approves the same or similar Project or would have approved the Project had the Owner complied with this Article. If the Owner fails to do so after Notice and Opportunity to be Heard, the Association may enter the Lot to remove or modify the Project, and the costs relating thereto, including any reasonable attorneys' fees incurred by the Association, shall be assessed to the Owner as an Individually Allocated Assessment.

7.4 Architectural Standards. The following are minimal architectural standards. These standards may be supplemented by additional Architectural Standards promulgated by Rule, provided such additional Architectural Standards are not inconsistent with these provisions.

7.4.1 Other than Residences, no structure, tent, trailer, RV, vehicle, shack, garage, barn, or any other outbuilding shall be used as a permanent residence while on a Lot. No fence or wall shall be installed within any easement or right-of-way or exceed height limits established in the applicable laws or codes. No barbed wire, chain link or corrugated fiberglass fences or walls shall be erected on any Lot except as otherwise allowed by Rule.

7.4.2 With respect to antennae, satellite dishes, or other receiving devices, the ARC shall require placement that will minimize visibility from the Common Areas or public rights-of-way while complying with applicable FCC regulations relating to Over-the-Air Reception Devices at 47 C.F.R. § 1.4000, but the Association shall not: (a) unreasonably delay or prevent the installation of a Qualified Reception Device (as that term is defined in the OTARD guidelines); (b) unreasonably increase the cost of installation, maintenance or use thereof; (c) preclude the reception of an acceptable quality signal thereby; (d) apply such restrictions in a discriminatory manner to devices, appurtenances or fixtures other than antennas that are comparable in size and weight and pose a similar or greater safety risk; or (e) require conditions that are more burdensome to affected antenna users than are necessary to achieve the objectives of this Section.

7.4.3 Installation of solar panels is not prohibited, but all panels must meet applicable health and safety standards imposed by the permitting authorities, including any applicable certifications or standards as provided in the HOA Act at RCW 64.38.055, as may be amended. In accordance with the Act, solar panels installed on roofs may not be visible above the roofline and panels installed on street-facing roof slopes must conform to the slope of the roof, be parallel to the roof ridge, and require the edge frame, support bracket, and any associated wiring, plumbing, or accessories to be painted to coordinate with the roofing material.

7.4.4 Artificial grass shall not be approved for use on areas of the Lot visible from the street or common areas.

7.5 Application Procedures. Requests for ARC approval of an ARC Project shall be made at least thirty (30) days in advance of the proposed date of commencement of the Project by submitting an ARC Project application signed by the Owner that contains or is accompanied by the following:

7.5.1 A short description of the Project sufficient for the ARC to determine the project's compliance with the Governing Documents;

7.5.2 Plans and/or specifications for the Project providing detail appropriate to the magnitude of the Project, but that shall, at a minimum, identify the type of Project, the general design, location, size, height (or elevation) and colors of the structure(s), and the materials of which the Project will be composed, as well as whether any temporary structures or containers, including trailers or dumpsters, will be employed during the Project;

7.5.3 Estimated start and completion dates for the Project;

7.5.4 Any additional materials including drawings, photographs, surveys, proof of governmental compliance, or other materials demonstrating compliance with requirements of law or the Governing Documents; and

7.5.5 A reasonable fee and/or damage deposit if provided in the Rules.

7.6 Duty to Amend or Supplement. Lot Owners requesting ARC approval have an ongoing duty to amend or supplement their ARC Project applications if any material changes have occurred prior to or after obtaining ARC approval.

7.7 Standards for Approval. The ARC will review applications for ARC Projects and shall disapprove of any Project, the installation or use of which, in the ARC's sole discretion, would: (a) violate the Governing Documents (including the Architectural Standards); (b) be inconsistent with the Community-Wide Standard; or (c) adversely impact the enjoyment of Owners of nearby Lots of other to an unreasonable degree.

7.8 ARC Decision and Notification. Within thirty (30) days of receipt of a complete application, the ARC shall notify the applicant whether the Project is approved (with or without conditions), disapproved, or whether the ARC deems the application to be incomplete. Any decision of the ARC that denies approval of the Project, in whole or in part, shall state the reasons for the denial and any decision of the ARC that an application is incomplete shall state the additional materials necessary to complete the application. Failure of the ARC to respond to an Owner within thirty (30) days, provided the Owner has properly submitted a complete application consistent with this Article and with any supplemental Rules adopted pursuant to Section 7.11, shall constitute approval of the

Project, but shall not constitute waiver of any violation of the Governing Documents created by the Project or its use.

7.9 Mandatory Conditions of Approval. Any Project approved by the ARC shall be conditioned on the following requirements, whether or not included in the ARC's notice of approval:

7.9.1 Work on approved Projects shall commence within six (6) months of ARC approval and shall be completed substantially within the dates proposed, unless extended by subsequent application to the ARC. Applications for Projects that are not commenced within six (6) months of ARC approval are deemed expired and the Owner must submit a new application, except that the application fee, if any, may be waived by the ARC upon request by the Owner provided there are no material changes to the previously approved Project.

7.9.2 Projects must proceed in strict compliance with the materials provided to the ARC for approval. Any changes of a material nature, including change of scope, location, materials, and/or color, shall be promptly submitted to the ARC for re-approval.

7.9.3 Owners are required to determine whether the Project requires approval of any governmental bodies or regulatory agency or if any laws or regulations are applicable to the Project and shall comply with any such requirements, including the identification of Lot boundary lines and observance of required setbacks. Approval by such governmental or regulatory body does not relieve the Owner of the obligation to obtain approval of the ARC as provided for herein; nor does approval by the ARC relieve the Owner of the obligation to obtain approval of any regulatory body as may be required. In the event of any conflict between any provision of such governmental body or regulatory agency and this Declaration, the more restrictive provision shall apply. The Owner shall indemnify, defend, and hold the Association harmless for any claims and damages arising out of the Owner's failure to comply.

7.9.4 Owners shall be responsible for ensuring a clean construction site. All construction debris on Lots shall be reasonably neatly kept and promptly removed from the Lot at reasonable intervals. Burning of vegetation, debris, and construction materials on the Lot is strictly prohibited.

7.9.5 All noise-producing construction activities shall be confined to the hours of 8:00 a.m. to 6:00 p.m.

7.9.6 Any contractor, subcontractor, vendor, or other person performing maintenance, repair, or replacement work on behalf of the Association or an Owner shall be sufficiently insured and licensed or bonded to the extent that licensing and bonding is required by law, except that Owners may perform such work on Lots owned by them to the extent allowed by the permitting jurisdiction or by law.

7.10 Additional Conditions of Approval. The ARC may condition its approval of any Project upon the submission of additional materials prior to construction, or upon any reasonable, non-arbitrary conditions, including, but not limited to, reasonable inspection of the Project by an agent of the Association and/or approval of Lot Owners who might be adversely affected by the Project, provided the conditions are communicated to the Owner prior to the commencement of the Project as part of the notice of decision or other writing.



7.11 Supplemental Standards & Rules. The Board may adopt additional reasonable Architectural Standards and Rules relating to procedures for the approval of Projects consistent with the provisions of this Article, and may proscribe specific penalties and other methods of enforcement for the failure of any Owner to comply with this Article or the additional Architectural Standards or Rules adopted hereto. The Board may also, by Rule, provide for the automatic approval of certain Projects meeting certain standards.

## **ARTICLE 8. OWNERS' ASSOCIATION**

8.1 Name and Form of Association. The Owners of Lots in Lacrosse shall be members of the homeowners' association known as the Lacrosse Homeowners' Association, or such other official name as set out in the Articles of Incorporation, and shall be subject to the HOA Act in all respects and to WUCIOA, to the extent applicable.

8.2 Membership in Association. Each Owner of a Lot is a member of the Association and shall be entitled to one membership for each Lot owned. Membership shall be considered appurtenant to that member's Lot and ownership of a Lot shall be the sole qualification for membership in the Association. A membership shall not be transferred in any way except upon the transfer of title to the Lot and then only to the transferee of title to the Lot, provided that if a Lot has been sold on contract, the contract purchaser shall exercise the rights of the Owner for purposes of the Governing Documents, except as hereinafter limited, and shall be the voting representative unless otherwise specified. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association to the new Owner. Membership in the Association shall not extend to or include any persons or entities who hold an interest in any Lot merely as security for the performance of an obligation, including but not limited to mortgagees and holders of deeds of trust.

8.3 Management by Board. Except where a vote or approval of the Owners is required under the Applicable Statutes, this Declaration or the Bylaws, the Board shall have exclusive power to act on behalf of the Association in all instances. The Board shall be composed of the number of Directors as specified in the Bylaws, all of whom must be Owners. The Board may delegate certain powers and duties to one or more committees, who may exercise the authority of the Board if at least two Directors serve on the committee. The Board may also delegate administrative functions to its Manager.

8.4 Voting Rights.

8.4.1 The Total Voting Power in the Association shall be 123: the sum of the votes allocated to each Lot.

8.4.2 Each Owner shall have one vote for each Lot owned. If an Owner owns multiple Lots, the Owner may cast votes for each of the Lots owned. For Lots with multiple Owners or entity ownership, the Association shall accept the vote or approval of any Owner or officer of the entity as the vote or approval of that Lot, provided that only a single vote or approval is received for that Lot. If a subsequent, inconsistent vote or approval is received from a co-Owner or other officer of that Lot, the vote for that Lot shall not be counted except for quorum purposes.

8.4.3 The means by which votes in the Association shall be cast and recognized shall be as set forth in the Bylaws, except that the Board may allow cumulative voting only for election of directors. Any vote required to be taken at a meeting of the Association members may be taken without a meeting as provided in the Bylaws.

8.5 Powers of the Association. The Association, acting through the Board except as explicitly provided otherwise, shall have all powers and authority permitted to the Association under the Applicable Statutes and the Declaration, including, the right and authority to:

8.5.1 Adopt and amend the Declaration and Bylaws subject to Owner approval, if required, and adopt and amend Rules;

8.5.2 Adopt and amend budgets for revenues, expenditures, and reserves, and impose and collect Assessments based on those budgets and otherwise as further described in ARTICLE 9;

8.5.3 Obtain or prepare a reserve study and establish and administer a reserve account as further described in Section 8.6;

8.5.4 Hire and discharge or contract with Managers and other employees, agents, and independent contractors, including legal counsel;

8.5.5 Institute, defend, or intervene in litigation, arbitration, or administrative proceedings in its own name on behalf of itself or two (2) or more Owners on matters affecting Lacrosse, but not on behalf of Owners involved in disputes that are not the responsibility of the Association;

8.5.6 Make and assume contracts and incur liabilities;

8.5.7 Regulate the use, maintenance, repair, replacement, and modification of Common Areas and the use, maintenance, repair, replacement, modification and removal of improvements upon Common Areas, and cause additional improvements to be made as a part of the Common Areas as further described in ARTICLE 5;

8.5.8 Regulate the use and appearance of Lots as further described in ARTICLE 4 and ARTICLE 7;

8.5.9 Acquire, hold, encumber, convey, or dispose of, in the Association's name, any right, title, or interest to real or tangible or intangible personal property, and convey or subject the Common Areas to a security interest, subject to Section 8.7;

8.5.10 Grant easements, leases, licenses, and concessions through or over the Common Areas and petition for or consent to the vacation of streets and alleys;

8.5.11 Impose and collect any payments, fees, or charges for the use, rental, or operation of the Common Areas;

8.5.12 Impose and collect any payments, fees or charges for services provided to Owners;

8.5.13 Impose and collect charges for late payment of Assessments as further provided in ARTICLE 9;

8.5.14 After Notice and Opportunity to be Heard, levy reasonable fines in accordance with a previously established schedule thereof adopted by the Board and furnished to the Owners for violations of the Governing Documents as further provided in ARTICLE 10;

8.5.15 Provide for the indemnification of its officers and Board, and any committee members exercising the powers of the Board as further provided in Section 11.3;

8.5.16 Borrow funds from banks, other financial institutions, lenders, vendors, and/or contractors to pay for maintenance, repair, replacement, reconstruction, alteration, addition, or improvement to Lacrosse (including Capital Additions), or for any other purposes that the Board determines is in the best interests of the Association;

8.5.17 Assign or pledge common funds of the Association, including its right to future income, and the right to receive Assessments;

8.5.18 Enter onto Lots in accordance with the provisions of Section 8.8;

8.5.19 Pay any amount necessary to discharge any lien or encumbrance levied against Lacrosse or any part thereof which is claimed to or may, in the opinion of the Board, constitute a lien against any part of Lacrosse, rather than merely against the interest therein of particular Owners;

8.5.20 Exercise any other powers conferred by the Declaration or the Bylaws;

8.5.21 Exercise all other powers that may be exercised in this state by the same type of corporation as the Association; and

8.5.22 Exercise any other powers necessary and proper for the governance and operation of the Association.

8.6 Reserve Study. Unless the cost of the reserve study or update exceeds ten percent (10%) of the Association's annual budget, the Association shall obtain, prepare, and periodically update a reserve study in accordance with the Applicable Statutes.

8.7 Capital Additions. The Board shall not have the authority to acquire or make any Capital Addition having a total cost of more than fifty thousand dollars (\$50,000) without obtaining the vote or written consent of the Owners to which sixty percent (60%) of the Total Voting Power is allocated.

8.8 Entry onto Lots. The Association and its agents or employees may only enter onto a Lot in accordance with the terms of this Section, when necessary to do so in connection with the performance of its duties, including, but not limited to, any inspection, maintenance, repair, landscaping, or construction for which the Association is responsible; to prevent damage to the Common Areas or to another Lot; or in the event of emergencies.

8.8.1 Except in the case of an emergency, entry onto any Lot shall require reasonable advance notice to be given to the Lot Owner, including the purpose, date and time of the entry, and, if Tenant information has been given to the Association by the Owner, to the Tenants. Such entry shall be made with as little inconvenience to the Residents as practicable.

8.8.2 Any damage caused by the Association as a result of entry onto a Lot or

Residence shall be repaired by the Association. However, if entry was required because of an act or omission of the Owner or Resident of the Lot entered, the costs associated with entry, including reasonable attorneys' fees, shall be assessed to the Lot Owner as an Individually Allocated Assessment after the Owner has been given Notice and Opportunity to be Heard regarding that finding.

8.9 Bylaws. Except as provided in this Article, the Bylaws for the administration of the Association and for other purposes not inconsistent with the HOA Act or the Declaration, shall contain the number, qualifications, powers, duties, terms of office, manner of electing and removing Directors and officers and filling Director and officer vacancies. The Bylaws shall also contain provisions relating to Association meetings, voting methods, and the method of amending the Bylaws. Bylaws shall be interpreted to be consistent with the Declaration if at all possible. In case of conflict, the provisions of the Declaration shall control.

8.10 Association Meetings. A meeting of the Association must be held at least once per year. Special meetings may be called by the president, a majority of the Board, or by Lot Owners to which a certain percentage of the Total Voting Power is allocated as provided in the Bylaws. Further meeting procedures, including the quorum requirement, are provided in the Bylaws.

8.11 Association Records. The Association shall keep financial records sufficiently detailed to enable it to comply with the requirements of the Act. All financial and other records of the Association, which shall include copies of the Governing Documents, membership lists, list of current Directors and officers, minutes of Association meetings, and any other non-privileged, non-confidential materials kept in the regular course of the Association's business, shall be made reasonably available for inspection by Owners as provided by Rule, provided that Owners requesting access to such documents have a purpose for inspection reasonably related to membership interests, and provided further that the Association may withhold records to protect the attorney-client privilege or other legally cognizable confidentiality or privacy right. The Association may charge a reasonable rate for providing copies of records, and for the time taken to review the requested records to protect any privilege and the privacy interests of its Owners, or to otherwise compile, present, or provide the records for review. The Association may also supplement or clarify these provisions by Rule.

## **ARTICLE 9. BUDGETS, ASSESSMENTS, RESERVES**

9.1 Common Expenses. Common Expenses shall mean all expenditures made by, or financial liabilities of, the Association, including any allocations to reserves. Common Expenses shall include, but may not be limited to, the costs of operation and governance of the Association, costs of maintenance, repair, and replacement of the Common Areas; general operating expenses of the Association, including management and professional fees and costs; costs of insurance; general reserves for contingencies; payment of Individually Allocated Assessments prior to reimbursement by Owners; insurance deductibles; contribution to a Replacement Reserve Fund and Insurance Fund as described in Section 9.11.1; any expenses relating to any obligation under the Applicable Statutes or the Governing Documents, and any other expenditures the Board determines are in the best interests of the Association.

9.2 Preparation of Budgets. Prior to the end of the fiscal year, the Board shall prepare and

adopt an annual budget for the Association for the coming year, upon which regular assessments will be based. In preparing its budget, the Board shall estimate the Common Expenses of the Association to be paid during the year and shall take into account any expected income to the Association as well as any surplus or deficit carried over from the preceding year. Supplemental budgets may be prepared and adopted at any time in accordance with this ARTICLE 9. Budgets shall include the following:

9.2.1 The projected income to the Association by category;

9.2.2 The projected Common Expenses by category, including any Common Expense that will be charged to Owners as Individually Allocated Expenses to the extent such costs are subject to being budgeted;

9.2.3 The amount of the resulting regular or special assessment per Lot and the date the Assessments or any installments thereof, are due;

9.2.4 The current amount of regular assessments budgeted for contribution to the reserve account; and

9.2.5 Reserve study and reserve amount disclosures as required by the Applicable Statutes.

9.3 Budget Ratification. Within thirty (30) days after the Board's adoption of any proposed budget for the Association, the Board shall provide Owners with a copy of the proposed budget and a notice of a meeting to consider ratification of the budget. The meeting shall be not less than fourteen (14) nor more than fifty (50) days after providing the budget. Unless, at that meeting, the Owners to which a majority of the Total Voting Power is allocated vote to reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected or the required notice not given, the periodic budget last ratified by the Owners, and the Assessments based upon that budget, shall continue until such time as the Owners approve or ratify a subsequent budget proposed by the Board. Ratification or approval of any budget constitutes ratification or approval of the Assessments levied pursuant thereto.

9.4 Regular Assessments. Assessments levied pursuant to the annual budget are regular assessments, and are calculated as provided in Section 9.6. Regular assessments may be divided into monthly installments that shall be due as provided in the budget, but if no terms are provided, then the assessments shall be due and payable annually on January 1<sup>st</sup> and shall be considered delinquent if not paid by January 31<sup>st</sup>.

9.5 Special Assessments. If the Board determines that the sums estimated and budgeted are inadequate for any reason (including, but not limited to, nonpayment of Owner Assessments, unexpected, nonrecurring or unanticipated Common Expenses, or any deficiencies in funds for any reason), the Board may propose a supplemental budget to cover such expenses and levy special assessments pursuant thereto. A supplemental budget must be proposed and ratified as provided in Sections 9.2 and 9.3, except that a supplemental budget may be proposed by the Board at any time, with payment terms as determined by the Board and set forth in the notice described in Section 9.7. Special assessments may be due and payable in monthly, quarterly, or annual installments as provided in the budget, over any period the Board determines, and the Association may provide a discount for early payment if such early payment results in a commensurate savings to the Association.

9.6 Uniform Rate for Assessments. Except to the extent that any portion of the budget represents amounts that may be assessed to Owners as Individually Allocated Assessments as provided in Section 9.7, each Owner shall be assessed an equal one one-hundred-twenty-third (1/123<sup>rd</sup>) share of any budget of the Association.

9.7 Individually Allocated Assessments. The following expenses shall, to the extent reasonably ascertainable, be assessed exclusively to the Lot or Lots benefitted as an “Individually Allocated Assessment”:

9.7.1 Any Common Expense used to maintain, repair, or replace components of a Lot or Residence that the Owner has the primary responsibility to maintain, repair or replace under Section 4.10; and

9.7.2 Any expense chargeable to Lot Owners as provided elsewhere in the HOA Act or this Declaration.

9.8 Notice of Assessments. When a budget has been ratified in accordance with Section 9.3, the Board shall levy assessments pursuant thereto by notifying each Owner in writing of the amount of the regular or special assessment for the Owner’s Lot. Such notice may be given as part of the notice of the budget ratification meeting.

9.9 Proceeds Belong to Association. All Assessments and other receipts received by the Association shall belong to the Association.

9.10 Surplus Funds. Any surplus funds of the Association remaining after payment of or provision for Common Expenses shall, at the discretion of the Board, either be deposited into the reserve account, paid to the Owners as of the time the surplus is determined in equal shares, or rolled over to the next annual budget, thereby reducing future Assessments. The Board is specifically authorized to make an election in accordance with IRS Revenue Ruling 70-604 for tax purposes.

9.11 Association Accounts. The funds of the Association shall be kept in an account under the name of the Association. Association funds may not be commingled with the funds of any other person, association or entity, including any Manager or any other person responsible for the custody of such funds. Except as provided in this Section, Association funds need not be kept in separate accounts so long as separate accounting is observed.

9.11.1 Replacement Reserve Fund. The Association shall create and the Board shall administer a reserve account in the name of the Association to fund major maintenance, repair, or replacement of Common Areas and portions of Lots for which the Association has the obligation to repair or replace under this Declaration, that will require major maintenance, repair, or replacement within thirty (30) years. The Reserve Fund shall be kept in a segregated account and any transaction affecting such funds, including the issuance of checks, shall require the signature of at least two (2) Directors. The Association may withdraw funds from its reserve account to pay for unforeseen or unbudgeted costs that are unrelated to maintenance, repair or replacement of the reserve components, provided that: (a) the Board adopts a repayment schedule that shall not exceed twenty-four (24) months unless it determines that repayment within that time would impose an unreasonable burden on the Lot Owners; (b) such withdrawal shall be recorded in the minute books of the Association; and (c) notice of the withdrawal and repayment plan is provided to each Lot Owner. Payments for major

maintenance, repair, or replacement of the reserve components out of cycle with the reserve study projections or not included in the reserve study may be made from the reserve account without meeting the notification or repayment requirements under this Section. Any contract or other document for performance of any item specified in the Replacement Reserve shall require the approval of the Board, and the signatures of two (2) officers or members of the Board.

9.12 Financial Records and Audit. The Association shall keep financial records sufficient to enable the Association to fully declare to each Owner the true statement of its financial status. At least annually, the Association shall prepare, or cause to be prepared, a financial statement of the Association in accordance with generally accepted accounting principles. The annual financial statement shall be audited at least annually by a certified public accountant who is not a member of the Board or an Owner, but such requirement may be waived if sixty-seven percent (67%) of the votes cast by Owners, in person or by proxy, at a meeting of the Association at which a quorum is present, vote each year to waive the audit.

9.13 Assessments are a Personal Obligation. All Assessments shall be the joint and several personal obligation of the Owners of the Lot when the Assessment or an installment thereof becomes due. In a voluntary conveyance, the grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid Assessments associated with the Lot up to the time of the grantor's conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. Suit to recover personal judgment for any delinquent Assessments shall be maintainable without foreclosing or waiving the liens securing them. An Owner's obligation to pay Assessments is absolute; no Owner may claim diminution, offset or abatement of Assessments for any reason, including abandonment of the Owner's Lot.

9.14 Lien for Assessments. The Association has a lien on a Lot for any unpaid Assessment levied against a Lot from the time the Assessment or an installment thereof becomes due. Recording of the Original Declaration constituted record notice and perfection of the lien for Assessments; however, the Association may record a notice of claim of lien for Assessments in King County.

9.15 Lien Priority. A lien under this Article shall be superior to all other liens and encumbrances on and interests in a Lot except as follows:

9.15.1 Liens and encumbrances recorded before the recording of the Original Declaration are superior to the Association's Assessment lien;

9.15.2 Liens for real property taxes and other governmental assessments or charges against the Lot are superior to the Association's Assessment lien;

9.15.3 The Association's Assessment lien shall be superior to a mortgage or deed of trust on the Lot recorded before the date on which the Assessment or installment thereof became delinquent, but only to the extent of Assessments for Common Expenses, based on the periodic budgets (whether Annual or Supplemental) excluding any amounts for capital improvements, adopted by the Association pursuant to this Article, that would have become due during the six (6) months immediately preceding the date of a sheriff's sale in an action for judicial foreclosure by either the Association or a mortgagee, the date of trustee's sale in a non-judicial foreclosure of a mortgage, or the date of recording of the declaration of forfeiture

in a proceeding by the vendor under a real estate contract; provided that the priority of the Association's lien against Lots encumbered by a mortgage or deed of trust held by a mortgagee shall be reduced by up to three (3) months if and to the extent that such lien priority includes any delinquencies that relate to a period after such mortgagee becomes an eligible mortgagee or has given such notice and before the Association gives such Mortgagee a written notice of the delinquency.

9.16 Lien Survives Sale. The Association's lien for unpaid Assessments shall not be affected by the sale or transfer of a Lot except in the event of sale by foreclosure (sheriff's sale), trustee's sale, contract forfeiture or deed in lieu thereof. Such sheriff's sale, trustee's sale, or contract forfeiture, shall extinguish the Association's lien for all Assessments or installments that became due prior to their occurrence, except to the extent of the priority of the Association's lien for unpaid Assessments as provided in Section 9.15.3 Such actions shall not, however, relieve subsequent Owners of the Lots from paying Assessments or installments becoming due thereafter.

9.17 Judicial Foreclosure. The Association's Assessment lien may be enforced judicially by the Association or its authorized representative in the manner set forth in RCW Chapter 61.12. The Association or its authorized representative shall have the power to purchase the Lot at the foreclosure sale and to acquire, hold, lease, mortgage, or convey the same. Upon an express waiver in the complaint of any right to a deficiency judgment in a judicial foreclosure action, the period of redemption shall be eight (8) months. Nothing in this Section shall prohibit the Association from taking a deed in lieu of foreclosure. Except as to the super-priority over Mortgages provided in Section 9.15.3, the holder of a Mortgage or other purchaser of a Lot who obtains the right of possession of a Lot through foreclosure or deed in lieu of foreclosure shall not be liable for any Assessments or installments thereof that became due prior to such right of possession. If deemed uncollectible, such unpaid Assessments shall be deemed Common Expenses. Foreclosure does not relieve the prior Owner of personal liability for Assessments or installments thereof accruing against the Lot prior to the date of such sale pursuant thereto.

9.18 Non-Judicial Foreclosure. The Association shall have the right to foreclose its Assessment lien non-judicially in the manner provided for trustees' sales under the Washington Deed of Trust Act, RCW Chapter 61.24. For such purpose, the Property is hereby conveyed, transferred, and assigned to Chicago Title Insurance Company, as trustee, in trust with power of sale, for the benefit of the Association as security for the payment of the Assessments levied by the Association when due. Said power of sale may be exercised with respect to any given Lot or Lots upon the failure of the Owner thereof to pay any amounts which are secured by said lien. No portion of the Property is used principally for agricultural or farming purposes. The Association or its authorized representative shall have the power to purchase the Lot at the trustee's sale and to acquire, hold, lease, mortgage, or convey the same. If the Association forecloses its lien non-judicially pursuant to this Section, it shall not be entitled to the lien priority over Mortgages provided in Section 9.15.

9.19 Receiver During Foreclosure. From the time of commencement of an action by the Association to foreclose a lien for nonpayment of delinquent Assessments against a Lot that is not occupied by an Owner thereof, the Association shall be entitled to the appointment of a receiver to collect from the lessee thereof the rent for the Lot as and when due. If the rent is not paid, the receiver may obtain possession of the Lot, refurbish it for rental up to a reasonable standard for rental Lots in this type of community, rent the Lot or permit its rental to others, and apply the rents first to the cost



of the receivership and attorney fees thereof, then to the cost of refurbishing the Lot, then to applicable charges, then to costs, fees, and charges of the foreclosure action, and then to the payment of the delinquent Assessments. Only a receiver may take possession and collect rents under this Section, and a receiver shall not be appointed less than ninety (90) days after the delinquency. The exercise by the Association of the foregoing rights shall not affect the priority of preexisting liens on the Lot.

9.20 Late Charges and Interest. The Association may establish reasonable late charges and a rate of interest to be charged on all delinquent Assessments or installments thereof in the Rules. In the absence of a specified late charge, the charge shall be fifty dollars (\$50.00) per month that the account remains delinquent. In the absence of another established non-usurious rate, delinquent Assessments shall bear interest from the date of delinquency at the maximum rate permitted under RCW 19.52.020. Such charges shall constitute Assessments as defined herein.

9.21 Recovery of Costs and Fees. The Association shall be entitled to recover any costs incurred in connection with the collection of delinquent Assessments, including, but not limited to, administrative costs imposed by the Manager, costs of preparing and serving notices, lien preparation, recording costs, copying, filing fees, and reasonable attorneys' fees, whether or not such collection activities result in suit being commenced or prosecuted to judgment. In addition, the Association shall be entitled to recover costs and reasonable attorney fees if it prevails on appeal and in the enforcement of a judgment.

9.22 Certificate of Unpaid Assessments. Within fifteen (15) days of a written request, the Association shall furnish to a Lot Owner a statement signed by an officer or authorized agent of the Association setting forth the amount of unpaid Assessments associated with that Owner's Lot. The statement shall be binding on the Association unless and to the extent known by the recipient to be false. The Board may establish a reasonable fee to be charged for the cost of preparing the certificate, which shall also be considered a cost of collection of the delinquent account if such account is delinquent.

## **ARTICLE 10. ENFORCEMENT**

10.1 Strict Compliance. Owners shall strictly comply with the Governing Documents and the Board decisions relating thereto. Owners are responsible for the compliance of their Residents.

10.2 Remedies. The remedies provided in this Declaration are cumulative and the Association may pursue any of them, as well as any other remedies that may be available under law although not expressed herein, concurrently or in any order. The Association and any aggrieved Owner may bring an action to obtain compliance with the Governing Documents, including actions to recover sums due, damages, for injunctive relief, or any or all of them. No showing of irreparable injury or the lack of a remedy at law or the inadequacy of such remedy shall be required to obtain equitable relief.

10.3 Owner Liability for Common Area Damage. If the Board finds that an Owner caused damage to the Common Areas, the Association shall repair the damaged Common Areas, but after giving the Owner Notice and Opportunity to be Heard, if the Board's finding is confirmed, the Association may impose such costs upon that Owner as an Individually Allocated Assessment.

10.4 Supplemental Enforcement Procedures & Fines. The Board shall, by Rule, create enforcement procedures that provide Owners with Notice and Opportunity to be Heard prior to the levy of any fine or Individually Allocated Assessment, which procedures shall be consistent with the HOA Act and this Declaration. The Board shall also, by Rule, create a schedule of reasonable fines for violations of the provisions of the Governing Documents. Such fines constitute Assessments as defined herein and may be collected as such, including the imposition of interest, late fees, and the creation of a lien upon the Lot for failure to pay fines when due.

10.5 Costs of Enforcement. If an Owner fails to cure a violation of the Governing Documents after being given Notice and Opportunity to be Heard, all costs of enforcement incurred by the Association subsequent to the Owner's deadline to comply, including reasonable attorneys' fees, may be assessed to the Owner upon notice thereof as an Individually Allocated Assessment. In any action to enforce the provisions of the Governing Documents, the prevailing party shall be entitled to all costs of enforcement, including reasonable attorneys' fees.

10.6 No Waiver. The failure of the Association or Board in any instance to insist upon the strict compliance with the Governing Documents, or to exercise any right contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of any term, covenant, condition, or restriction. Acceptance of partial payment or payment of Assessments shall not constitute a waiver or ratification of any violation, or an accord and satisfaction. No waiver of any provision in the Governing Documents shall be effective unless expressed in writing and signed by the Board.

## **ARTICLE 11. LIABILITY; INDEMNIFICATION**

11.1 Claims Against Association. An action alleging a wrong done by the Association must be brought against the Association and not against any Owner or any Director, officer, or committee member of the Association. So long as a Director, officer, or committee member has acted in good faith, without willful or intentional misconduct, upon the basis of such information as is then possessed by such person, no such person shall be personally liable to any Owner, or to any other person, including the Association, for any damage, loss, or prejudice, suffered or claimed on account of any act, omission, error, or negligence of such person, provided that this Section shall not apply where the consequences of such act, omission, error, or negligence is covered by insurance obtained by the Board.

11.2 Limitation of Liability for Utility Failure. Except to the extent covered by insurance obtained by the Board, neither the Association nor the Board shall be liable for the failure of any utility or other service to be obtained and paid for by the Board, or for inconvenience or discomfort resulting from any action taken to comply with the Governing Documents, any law, ordinance, or orders of a governmental authority. No diminution or abatement of Assessments shall be claimed or allowed for any such utility or service failure, for such injury or damage, or for such inconvenience or discomfort.

11.3 Indemnity. Except as provided in this Section, the Association shall indemnify each Association Director, officer, and committee member for all expenses and liabilities (including attorneys' fees) reasonably incurred by, or imposed upon, them in connection with any proceeding in which they are involved solely because of their having held such position within the Association,

regardless of whether or not they hold the position at the time the expenses or liabilities are incurred or imposed. Determination of indemnification rights and procedures for payment under this Section shall be as provided in the Washington Business Corporations Act, to the extent applicable through the Nonprofit Corporations Act as follows:

11.3.1 The Association shall not indemnify such persons in connection with any proceeding in which such persons are adjudged liable to the Association.

11.3.2 The Association shall not indemnify such persons where the HOA Act or omission constitutes intentional misconduct, knowing violation of the law, making of unlawful distributions under the Nonprofit Corporations Act, or for any such transaction in which such persons personally received a benefit to which such persons were not legally entitled.

11.3.3 The indemnity shall not extend to amounts paid in settlement unless the Association is a party to the proceeding or approves such settlement.

11.3.4 The Association has no separate obligation to indemnify such persons if such expenses and liabilities are covered by any type of insurance.

## **ARTICLE 12. INSURANCE**

12.1 Property Insurance. The Association shall, to the extent reasonably available, obtain and continuously maintain blanket property insurance covering all Common Areas and insuring against loss or damage by fire or other hazards commonly insured against, in an amount sufficient to cover the full replacement cost of all insurable improvements upon the Common Areas.

12.2 Liability Insurance. The Association shall, to the extent reasonably available, obtain and continuously maintain comprehensive liability insurance covering the Association for claims relating to bodily injury, personal injury and property damage and other risks commonly insured against, in amounts as determined by the Board to be in the Association's best interests.

12.3 Other Insurance. The Association shall have authority, but not the obligation, to obtain and maintain such additional policies of insurance and/or bonds as the Board may determine, including, but not limited to: (1) Directors and officers insurance; (2) worker's compensation insurance to the extent required by applicable laws; and (3) fidelity insurance covering dishonest acts of any persons who have access to or manage the Association's funds.

12.4 Limits, Deductibles & Reasonable Availability. Any policies of insurance obtained by the Board shall be from companies qualified to conduct business in the State of Washington. The policies and/or bonds shall have deductibles and limits as determined by the Board and may be based on the advice and recommendations of insurance agents, accountants, attorneys, and other professionals. If insurance required by this article is not reasonably available, the Association remains authorized to obtain and maintain such insurance so long as the Board determines that it is in the best interests of the Association to obtaining or maintaining such insurance rather than foregoing such insurance. If any type of insurance required herein is discontinued due to it not being reasonably available or for any other reason, the Board shall cause notice of the discontinuance and the reasons therefore to be delivered to each Owner.

12.5 Use of Insurance Proceeds. Any destruction of or damage to a portion of Lacrosse for which the Association has received insurance proceeds shall be repaired or replaced promptly by the Association using those proceeds.

//

DRAFT FOR OWNER REVIEW

## ARTICLE 13. AMENDMENTS

13.1 Proposed Amendments. Except as provided in Section 14.1, only a majority of the members of the Board or a written petition executed by Owners to which twenty percent (20%) of the Total Voting Power is allocated (along with a copy of the proposed amendment) may cause a proposed amendment to be submitted to the members of the Association for their consideration. Notice of a meeting at which an amendment is to be considered, or notice that an amendment is proposed for approval by written consent, shall include the text of the proposed amendment. However, non-material, formatting, or typographical errors or changes to exhibits not requiring a vote of the Owners may be corrected after approval is obtained, but prior to recording.

13.2 Vote or Consent Required. The Bylaws may be amended as provided in the Bylaws. Except as may be required as a result of condemnation or other involuntary taking of the Property, the Declaration may be amended only upon obtaining the approval specified in this Section.

13.2.1 Any Declaration amendment that would increase the number of Lots or change the share of Common Expenses or voting power allocated to the Lot shall be approved by the unanimous vote or consent of the Owners.

13.2.2 Any other Declaration amendment shall require the vote or approval of Owners to which at least sixty percent (60%) of the Total Voting Power is allocated.

13.3 Form of Amendment; Recording. Any amendment to this Declaration shall be prepared, executed and certified on behalf of the Association by any two officers of the Association designated for that purpose or, in the absence of designation, by the president and secretary of the Association. The amendment shall be in writing and shall state the consecutive number of the amendment in the title (e.g., "Fifth Amendment to the Amended & Restated Declaration for Lacrosse"). Every amendment to this Declaration must be recorded in the real property records of King County and is effective upon recording. Amendments shall be indexed in the name of Lacrosse and shall contain a cross-reference by recording number to this Declaration, the Original Declaration, and any previously recorded amendment to either of them.

13.4 No Challenge After One Year. No action to challenge the validity of the adoption and approval of this Declaration or any amendments thereto may be brought by any person more than one (1) year after it is recorded except in the case of fraud, or knowing failure to obtain approval of the Owners where such approval is required.

## ARTICLE 14. MISCELLANEOUS

14.1 Form and Delivery of Notice. Unless otherwise provided in this Declaration or otherwise required by law, all notices to be given under the provisions of the Governing Documents shall be in writing and may be delivered either personally (by hand delivery) or by U.S. Mail, except that notices by the Association to the Owners may be sent or delivered as provided in the Bylaws. Personal delivery shall be deemed delivered when the Owner is handed such notice. Mailed notice shall be deemed to have been delivered upon being deposited in the mail, provided the postage has been paid and the notice has been properly addressed to the Lot address (or other mailing address if such has been given in writing to the Association or the Manager). Notwithstanding these provisions

or anything else in this Declaration or the Bylaws to the contrary, if the HOA Act is amended to allow some or all notices to be provided by email or other electronic transmission, or another law applies that supersedes the Act with respect to the giving of such notices, the Association may provide such notice consistent with the applicable statute.

14.2 Severability. The provisions of this Declaration shall be independent and severable, and the unenforceability of any one provision shall not affect the enforceability of any other provision so long as the remaining provision or provisions comply with the Applicable Statutes.

14.3 Adjustments for Inflation. Any dollar amounts specified in this Declaration in connection with any proposed action or decision of the Board or Association may, in the discretion of the Board, be increased proportionately by the increase in the consumer price index for the City of Seattle, Washington for All Items, prepared by the United States Department of Labor to adjust for any changes in the value of the dollar after the effective date of this Declaration.

14.4 Rule against Perpetuities. The rule against perpetuities may not be applied to defeat any provision of this Declaration.

14.5 Effective Date. This Declaration shall take effect upon recording.

[Signatures on following page]



**EXHIBIT A**

**LEGAL DESCRIPTION**

The real property comprising Stafford Crest, Division 1 as depicted on the Plat Map of Stafford Crest Div 1, recorded under King County Recorder's No. 9903081874, together with the real comprising Stafford Crest, Division 2 as depicted on the Plat Map of Stafford Crest Div. 2, recorded under King County Recorder's No. 20000331000047, to wit:

**Division 1**

LOT 365, C.D. HILLMAN'S LAKE WASHINGTON GARDEN OF EDEN ADDITION TO SEATTLE DIVISION NO. 6, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 84, RECORDS OF KING COUNTY, WASHINGTON. EXCEPT THAT PORTION THEREOF LYING NORTHEASTERLY OF THE SOUTHWESTERLY MARGIN OF 112TH PLACE S.E.

TOGETHER WITH THAT PORTION OF VACATED S.E. 91ST STREET (BLANCHE AVENUE) ACCORDING TO CITY OF RENTON ORDINANCE NO. 9903080899.

AND TOGETHER WITH THE NORTH 30.00 FEET (VACATED S.E. 91ST STREET) OF THE FOLLOWING DESCRIBED PARCEL:

THE NORTH 300 FEET OF TRACT 364 OF C.D. HILLMAN'S LAKE WASHINGTON GARDEN OF EDEN ADDITION TO SEATTLE DIVISION NO. 6, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 11 OF PLATS, PAGE 84, RECORDS OF KING COUNTY, WASHINGTON. TOGETHER WITH THAT PORTION OF VACATED 91ST STREET (BLANCHE AVENUE) ACCORDING TO CITY OF RENTON ORDINANCE NO. 9903080899.

TOGETHER WITH TRACTS 71, 72 AND 75, C.D. HILLMAN'S LAKE WASHINGTON GARDEN OF EDEN ADDITION TO SEATTLE NO. 1, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 11 OF PLATS, PAGE 63, IN KING COUNTY, WASHINGTON;

EXCEPT THE WEST 220 FEET OF SAID TRACTS 71, 72 AND 75.



## Division 2

### PARCEL A

THE EAST 200 FEET OF LOTS 73 AND 74, HILLMAN'S LAKE WASHINGTON GARDEN OF EDEN ADDITION TO SEATTLE NO. 1, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 11 OF PLATS, PAGE 63, IN KING COUNTY, WASHINGTON.

### PARCEL B

THE WEST 220 FEET OF LOTS 71, 72, AND 75, HILLMAN'S LAKE WASHINGTON GARDEN OF EDEN ADDITION TO SEATTLE NO. 1, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 11 OF PLATS, PAGE 63, IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID WEST 220 FEET; THENCE SOUTH 89°05'57" EAST ALONG THE NORTH LINE THEREOF, (THE SOUTH MARGIN OF NORTHEAST 36<sup>TH</sup> STREET). A DISTANCE OF 21.55 FEET TO A POINT WHICH IS 12.00 FEET EAST OF THE NORTHERLY PROLONGATION OF AN EXISTING FENCE AS SHOWN ON SURVEY RECORDED UNDER RECORDING NUMBER 9403259006; THENCE SOUTH 04°57'03" WEST ALONG A LINE PARALLEL WITH SAID FENCE 91.06 FEET; THENCE SOUTH 04°57'03" WEST A DISTANCE OF 12.00 FEET TO THE END OF SAID FENCE; THENCE SOUTH 05°18'02" WEST A DISTANCE OF 94.44 FEET TO AN EXISTING PROPERTY CORNER AS SHOWN ON SAID SURVEY AND THE WEST LINE OF SAID WEST 220 FEET; THENCE NORTH 02°10'43" EAST ALONG SAID WEST LINE A DISTANCE OF 185.05 FEET TO THE POINT OF BEGINNING.

(SAID PARCELS A AND B, TAKEN AS A WHOLE, ARE ALSO KNOWN AS LOT 1, CITY OF RENTON LOT LINE ADJUSTMENT NO LUA-96-068-LLA, RECORDED UNDER RECORDING NUMBER 9706109009.

### PARCEL C

THE EAST 350 FEET TRACT 70 OF HILLMAN'S LAKE WASHINGTON GARDEN OF EDEN ADDITION TO SEATTLE NO 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 63, IN KING COUNTY, WASHINGTON; EXCEPT THE NORTH 185 FEET OF THE EAST 110 FEET THEREOF.

### PARCEL D

THE NORTH 185 FEET OF THE EAST 110 FEET OF LOT 70, HILLMAN'S LAKE WASHINGTON GARDEN OF EDEN ADDITION TO SEATTLE NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLAT, PAGE 63, IN KING COUNTY, WASHINGTON TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE NORTHWEST CORNER OF THE WEST 220 FEET OF LOTS 71, 72 AND 75, SAID SUBDIVISION; THENCE SOUTH 89°02'57" EAST ALONG THE NORTH LINE THEREOF, (THE SOUTH MARGIN OF THE NORTHEAST 36<sup>TH</sup> STREET), A DISTANCE OF 21.55 FEET TO A POINT WHICH IS 12.00 FEET EAST OF THE NORTHERLY PROLONGATION OF AN EXISTING FENCE AS SHOWN ON SURVEY RECORDED UNDER RECORDING NUMBER 9403259006; THENCE SOUTH 04°57'03" WEST ALONG A LINE PARALLEL WITH SAID FENCE 91.06 FEET; THENCE NORTH 89°02'57" WEST A DISTANCE OF 12.00 FEET TO THE END OF SAID FENCE, THENCE SOUTH 05°18'02" WEST A DISTANCE OF 94.44 FEET TO AN EXISTING PROPERTY CORNER AS SHOWN ON SAID SURVEY AND THE WEST LINE OF SAID WEST 220 FEET; THENCE NORTH 02°10'43" EAST ALONG SAID WEST LINE A DISTANCE OF 185.05 FEET TO THE POINT OF BEGINNING.

(ALSO KNOWN AS LOT 2, CITY OF RENTON LOT LINE ADJUSTMENT MAP NO LUA-96.0-68-LLA, RECORDED UNDER RECORDING NUMBER 9706109009).