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DECLARATION
AND
COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS
AND RESERVATIONS

Filed by Stewart Title

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SEP 15 3 37 11 '88
BY THE DIVISION OF
RECORDS & ALLOCATIONS
KING COUNTY

RECEIVED THIS DAY

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THIS DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS (this "Declaration") is made by Trudi A. Syferd and David N. Syferd ("Declarant") as of this _____ day of _____, 1988.

RECITALS

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

The Property was subdivided as represented in Mercer Island Boundary Line Revision No. 88-06-23(J-4), recorded at File No. 8808299046, records of King County, Washington.

Declarant wishes to subject the Property to this Declaration.

NOW, THEREFORE, Declarant declares that the Property subject to all restrictions and easements of said plat, shall be held, transferred, sold, conveyed, leased, used and occupied subject to the covenants, conditions, restrictions, easements, assessments, and liens hereinafter set forth which are for the purpose of protecting the value and desirability of and which shall touch and concern and run with title to the Property and which shall be binding on all parties having any right, title, or interest in the Property or any portion thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1. DEFINITIONS

Section 1.1 Words Defined. For the purposes of this Declaration and any amendments hereto, the following terms shall have the following meanings and all definitions shall be applicable to the singular and plural forms of such terms:

1.1.1 "Association" shall mean the nonprofit owner's association described in Article 4 of this Declaration, its successor and assigns.

1.1.2 "Common Areas" and "Common Area Improvements" shall each have the meaning set forth in Section 2.1.

1.1.3 "Declarant" shall mean Trudi A. Syferd and David N. Syferd.

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

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1.1.5 "Lot" shall mean any one of the four lots numbered 1 through 4 on the recorded Plat of the Property identified on Exhibit 1 hereto, together with the Structures and improvements thereon.

1.1.6 "Owner" shall mean the record owner, whether one or more Persons, of fee simple title to a Lot within the Property, including a contract seller except those having such interest merely for the performance of an obligation.

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

1.1.8 "Plat" shall mean the recorded plat of the Property and any amendments, corrections or addenda thereto subsequently recorded.

1.1.9 "Property" shall mean the land described on Exhibit 1 and such additions thereto as may hereafter be subjected to the terms of the Declaration, and all improvements and structures now or hereafter placed on the land.

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

Section 1.2 Form of Words. The singular form of words shall include the plural and the plural shall include the singular. Masculine, feminine, and neuter pronouns shall be used interchangeably.

ARTICLE 2. COMMON AREAS; EASEMENTS FOR UTILITIES AND DRAINAGE

"Common Areas" shall include the common roadway and any and all easements, sewers and storm drain facilities, improvements and other facilities located within the common roadway, as set forth, described or depicted in the subdivision map, lot line revision, or amendment thereto, for any portion of the Property. Each Owner shall have an undivided one quarter (1/4) interest in and non-exclusive right of use and enjoyment of the Common Areas, which shall be appurtenant to Owner's Lot and subject to the obligation of each Owner to pay his or her pro rata share of all maintenance costs of such Common Areas. Nothing shall be altered, constructed upon or removed from the Common Areas (with the exception of any undergrounding of utilities by Owners for their individual Lots), except with prior consent of all Owners.

ARTICLE 3. CONSTRUCTION ON LOTS AND USE OF LOTS

Section 3.1 Uniformity of Use and Appearance. One of the purposes of this Declaration is to assure within the Property

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(i) a uniformity of use and quality of workmanship, materials, design, maintenance and location of Structures with respect to topography and finish grade elevation and (ii) that there will be no undue repetition of external designs. It is in the best interests of each Owner that such uniformity of use be maintained as hereinafter provided. No building (except for Accessory Structures) shall be erected, altered, placed or permitted to remain on any Lot other than one single family dwelling. Accessory Structures including carports and storage buildings are permitted as allowed by the requirements of this Article 3. Notwithstanding anything herein set forth, the construction of any Structure shall comply with the more restrictive of either (i) the terms and conditions of this Declaration or (ii) the laws, codes, ordinances and regulations of any governmental entity having jurisdiction.

Section 3.2 Construction. No Structure shall be constructed or caused to be constructed on any Lot unless the plans for the Structure, including landscaping, have been approved in writing by the Manager. The Manager's review and approval or disapproval of plans on the basis of cost, aesthetic design, harmony with previously approved Structures on or about other Lots in the Property, and location, shall be absolute and enforceable in any court of competent jurisdiction. In the event the Manager fails to approve or disapprove within seven (7) days after receipt of plans for the Structure, approval will be deemed granted. The Manager's approval of any plans, however, shall not constitute any warranty or representation whatsoever by the Manager that such plans were examined or approved for engineering or structural integrity or sufficiency or compliance with applicable governmental laws, codes, ordinances and regulations, and each Owner hereby releases any and all claims or possible claims against the Manager or any of them, and their heirs, successors and assigns, of any nature whatsoever, based upon engineering or structural integrity or sufficiency or compliance with applicable governmental laws, codes, ordinances and regulations. In the event that Manager disapproves plans for a structure, such disapproval shall set forth with specificity the basis therefor and Owner, at Owner's option, may submit the plans for review pursuant to the provisions of paragraph 4.6.3 hereof.

Section 3.3 Minimum Size. The floor area of the main house Structure, exclusive of open porches and garages shall be not less than (i) 2,300 square feet for a dwelling containing a single level and (ii) 2,500 square feet for a dwelling containing two levels.

Section 3.4 Maximum Height. No building or Structure shall be constructed or permitted on any Lot which exceeds two (2) stories in height; provided, however, the maximum height of any building or Structure thereon shall not exceed 35 feet above average grade level.

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Section 3.5 Special Building Restrictions on Lot 4. No building or Structure (other than grade-level patios) shall be constructed or permitted on Lot 4, which building or Structure extends east of a line on Lot 4, the northern point of which line is one hundred twenty-five (125) feet east of the northwestern corner of Lot 4, measured along the northern property line of Lot 4, and the southern point of which is one hundred fifty-seven (157) feet west of the southwestern corner of Lot 4, measured along the southern property line of Lot 4, as depicted in Exhibit B attached hereto and by this reference incorporated herein.

Section 3.6 Use Restrictions.

3.6.1 Residential Use. The dwellings within the Structures are intended for and restricted to use as single family residences only, on an ownership, rental, or lease basis, and for social, recreational, or other reasonable activities normally incident to such use.

3.6.2 Maintenance of Buildings and Lots. Each Owner shall, at the Owner's sole expense, keep the interior and exterior of the Structure on the Owner's Lot and the Lot in a clean and sanitary condition, free of rodents and pests, and in good order, condition and repair and shall do all redecorating, painting, landscaping, and maintenance at any time necessary to maintain the appearance and condition of the Structure and the Lot.

3.6.3 Completion of Construction. Any Structure erected or placed on any Lot shall be completed as to external appearance within eight (8) months from the date construction is started, however, with good cause shown, the Manager may extend this term. All yards and landscaping must be completed within three (3) months from the date of completion of the Structure, however, with good cause shown, the Manager may extend this term. All Lots shall be maintained in a neat and orderly condition during construction.

3.6.4 Parking. No trucks, campers, trailers, boats, motorcycles or other vehicle or any part thereof shall be parked or permitted to remain on any Lot, unless the same is stored or placed in a garage or in the rear yard area. No such vehicles shall be parked overnight on any street adjoining any Lot; provided that such vehicles belonging to guests may occasionally be so parked.

3.6.5 Signs. No sign of any kind shall be displayed to the public view on or from any Lot without the prior written consent of the Manager, except for "For Rent," "For Sale" and construction presale signs in a form not prohibited by any rules and regulations of the Association.

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3.6.6 Animals. Animals, including horses, livestock, poultry, reptiles or pigs, shall not be kept on any lot. Household pets shall not exceed four in number; provided that unweaned puppies or kittens may be kept. All animal enclosures must be kept in a clean, neat and odor-free condition at all times. All animal enclosures must be kept at a distance of not less than seventy (70) feet from Structures on abutting lots. The Manager may at any time require the removal of any pet which it finds is disturbing other Owners or tenants unreasonably, in the Manager's determination, and may exercise this authority for specific pets even though other pets are permitted to remain. Notwithstanding anything set forth herein all Owners shall comply with all applicable governmental laws, codes, ordinances and regulations.

3.6.7 Temporary Structures. No Structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be installed, placed or used on any Lot as a residence, either temporarily or permanently.

3.6.8 Radio and Television Aerials. No television or radio aerial shall be erected or placed on any Lot which is more than six (6) feet in height above the highest point (exclusive of chimneys) on the Structure upon which it is erected. No rotary beams, separate towers or other similar devices shall be constructed on any Lot without the written approval of the Manager. No satellite receiving dishes or other such electronic receiving devices shall be located on any Lot in a location that is visible from the adjoining streets and roadways.

3.6.9 Trash Containers and Debris. All trash shall be placed in containers which shall be placed in sanitary containers either buried or screened so as not to be visible from adjoining Structures or streets or roadways. No Lot or any portion thereof shall be used as a dumping ground for trash or rubbish of any kind. Yard rakings, dirt and debris resulting from landscaping work or Construction shall not be dumped onto adjoining lots or streets or roadways. Compost piles may be kept upon the Lots provided they are kept in a clean, neat and sanitary condition.

3.6.10 Offensive Activity. No trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind, including day schools, nurseries, or church schools, shall be conducted or permitted on any Lot, nor shall goods, equipment, vehicles or materials used in connection therewith, be kept, parked, stored, dismantled or repaired outside of any Lot or any street within the Property. No noxious or offensive activity, including but not limited to the creation of excess levels of noise, shall be carried on in any Lot, nor shall anything be done therein which may be or become an annoyance or nuisance to other Owners or tenants.

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3.6.11 Setbacks. All Structures erected shall comply with all applicable governmental laws, codes, ordinances and regulations pertaining to setbacks.

3.6.12 Fences. No fences shall be constructed on any Lot except as approved by the Manager. All such fences shall be constructed in a good and workman-like manner of suitable fencing materials and shall be artistic in design and shall not detract from the appearance of any adjacent Structures.

3.6.13 Tree Cutting. No trees with a diameter of six (6) inches or more, measured at a height three (3) feet above ground level, may be removed from any Lot without the prior approval of the Manager. The removal of any such trees reasonably necessary to construct or install any Structures approved by the Manager shall be deemed authorized thereby. Notwithstanding any provision to the contrary contained within this paragraph 3.6.13, no trees or other vegetation on Lot 4 shall be permitted to exceed three (3) feet in height within eighty (80) feet of the water's edge and any trees or vegetation not in compliance with this provision shall be removed or trimmed at the expense of the Owner of Lot 4.

3.6.14 Damage. Any damage to streets, plat improvements, entry structure, fences, landscaping, mailboxes, lights and lighting standards by Lot Owners, their children, contractors, agents, visitors, friends, relatives or service personnel shall be repaired by such Owner within twelve (12) days from the occurrence of such damage.

3.6.15 Driveways. All driveways shall be paved with Portland cement concrete from the edge of the paved street to connect with the paved surface of the floor of the carport or the garage.

3.6.16 View Control Plan. The Manager shall have the authority to promulgate, alter, amend and enforce a view control plan for the purpose of providing a uniform and equitable system for the maintenance of views from Lots within the Property. Such plan may obligate Owners to prune or trim trees, shrubs or other vegetation as necessary to protect and maximize views. The expense of any such required pruning, trimming or removal shall be borne as agreed between affected parties or as determined by the Manager.

3.6.17 Waterfront Lots. Any dock or pier constructed on or for the use of Lots 2-4 shall be in accordance with the terms and conditions of the Mercer Island Shoreline Master Program and the State Shoreline Management Act (RCW 90.58), and with all other applicable governmental laws, codes, ordinances and regulations.

3.6.18 City Easement to Pump Station Across Lot 2.
The City of Mercer Island is the holder of a non-exclusive easement for vehicular ingress and egress over the common roadway, as well as over any private driveway on Lot 2. These vehicular access easements, as well as the City's ten (10) foot walkway easement along the northern property line of Lot 2, from the easterly end of the Lot 2 driveway to the existing City pump station at the shoreline, is for the purpose of maintenance and repair of said pump station. The owners of Lot 2 shall be solely responsible for maintaining the walkway easement area in a level, unobstructed condition to ensure City maintenance personnel have an open passageway to the pump station.

ARTICLE 4. OWNERS' ASSOCIATION.

Section 4.1 Form of Association. The Owners of Lots within the Property shall constitute a homeowner's association (hereinafter "Association"), which will be a nonprofit organization in the form as determined by the Owners; provided, that from and after the formation of such nonprofit organization, the rights and duties of the members and of the organization shall continue to be governed by the provisions of this Declaration, as now or hereafter amended.

Section 4.2 Manager. The affairs of the Association shall be governed by one or more managers ("Manager"), to be determined in the reasonable discretion of the Owners. The initial Manager shall be composed of Declarant only. Declarant's term as initial Manager shall expire no earlier than eighteen (18) months from the execution date hereof, unless sooner terminated at the option of Manager in Manager's sole discretion. Subject to any specific requirements hereof, the Manager shall have authority to establish operating rules and procedures. The Manager shall not be entitled to any compensation for services performed pursuant to this Declaration. Meetings of the Association shall be held not less than annually and shall be held on the call of Declarant, or the call of the Owners of any two (2) Lots. At the first meeting following expiration of Declarant's term as initial Manager, the Owners shall elect a succeeding Manager to serve until the next meeting of the Association, at which time his or her term shall end and a successor shall be elected.

Section 4.3 Qualification for Membership. Each fee owner of a Lot (including Declarant) on the Property shall be a member of the Association and shall be entitled to one membership and one vote for each Lot owned; provided, that if a Lot has been sold on contract, the contract purchaser shall exercise the rights of an Owner for purposes of the Association, and this

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Declaration except as hereinafter limited, and shall be the voting representative unless otherwise specified. Ownership of a Lot shall be the sole qualification for membership in the Association.

Section 4.4 Transfer of Membership. The Association membership of each Owner (including Declarant) shall be appurtenant to the Lot giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed, or alienated in any way except upon the transfer of title to the Lot and then only to the transferee of title to the Lot. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association to the new Owner.

Section 4.5 Number of Votes. The total voting power of the Association at any given time shall equal the number of Lots included within the Property at that time. The Owner or Owners of each Lot within the Property shall be entitled to one vote. If a Person (including Declarant) owns more than one Lot, he or she shall have the votes appertaining to each Lot owned.

Section 4.6 Voting; Arbitration.

4.6.1 Voting. If a Lot is owned by husband and wife and only one of them is at a meeting, the one who is present will represent the marital community. The vote for a Lot must be cast as a single vote, and fractional votes shall not be allowed. If joint Owners are unable to agree among themselves how their vote shall be cast, they shall lose their right to vote on the matter in question.

4.6.2 Arbitration. In the event of a deadlocked vote (i.e., 2-2 vote) on any issue, or in the event that the Owners of any two (2) Lots object to an action or lack of action by Manager hereunder, said issue, at the request of the Owners of any two Lots, may be resolved by arbitration in accordance with the then existing rules of the American Arbitration Association. The Board of Arbitration shall consist of three (3) Arbitrators. Each side shall appoint one Arbitrator within ten (10) days of filing the request for arbitration; and the two Arbitrators shall select the third Arbitrator, and if they are unable to do so within ten (10) days, then the American Arbitration Association shall select the third Arbitrator. The parties shall have the rights of discovery which they would have under the Federal Rules of Civil Procedure, but all discovery shall be concluded within thirty (30) days after a request for arbitration has been filed. The Board may grant preliminary injunctive relief or include such relief in its decision. All statutes of limitation and equitable principles, such as the doctrine of laches, available - legal or equitable

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proceedings, shall be available in arbitration under this Section 4.6.2. The award of the Board shall be in writing and signed by, at least, a majority of the Board. The award need not contain a written opinion nor any findings of fact supporting the award. A judgment upon the award may be entered in any appropriate court. The arbitration shall be held in Seattle, Washington, and the Owners submit to jurisdiction and venue in King County, Washington. The Arbitrators' fees and expenses in connection with such arbitration shall be a common expense payable pursuant to Section 5.3.

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4.6.3 Arbitration In Building Plan Disputes. In the event of a dispute between any Owner and Manager due to Manager's disapproval of building plans under Section 3.2 hereof, the dispute may be resolved by single-arbitrator arbitration before the American Arbitration Association under the Construction Industry Arbitration Rules modified as follows: (i) the total time from date of demand for arbitration to final award shall not exceed twenty-five (25) days; (ii) the Arbitrator shall be a member of the American Institute of Architects, chosen by the American Arbitration Association without submittal of lists and subject to challenge only for good cause shown; (iii) all notices may be telephone or other electronic communication with later confirmation in writing; (iv) the time, date, and place of the hearing shall be set by the Arbitrator in his or her sole discretion, provided that there shall be at least three days prior notice of the hearing; (v) there shall be no post-discovery briefs; (vi) there shall be no discovery except by order of the Arbitrator; and (vii) the Arbitrator shall issue his or her award within seven days after the close of the hearing. Any of the above provisions may be modified by stipulation of the parties. The Arbitrator shall take into account the intent of this Declaration, the nature of the Property, the aesthetic design, harmony with previously approved Structures on or about other Lots, the custom in the industry, and the economic practicalities of the dispute. In the event Manager is the prevailing party, the Arbitrator shall set forth in the award those modifications to the building plans that would cause their approval under this Declaration. The decision of the Arbitrator shall not in any manner constitute any representation by the Arbitrator that such plans have been examined or approved for engineering or structural integrity or sufficiency or compliance with applicable governmental laws, codes, ordinances, and regulations. In the event Manager is the prevailing party, the Arbitrators' fees and expenses of such arbitration shall be borne by the Owner, and in the event Owner is the prevailing party, the Arbitrators' fees and expenses of such arbitration shall be a common expense payable pursuant to Section 5.3.

4.6.4 Indemnification and Finality. The decision of the Arbitrator(s) shall be final and non-appealable and enforceable in any court of competent jurisdiction. Each owner hereby

releases Arbitrator(s) from any and all claims or possible claims against the Arbitrator(s) based upon the decision of the Arbitrator(s).

ARTICLE 5. AUTHORITY OF THE MANAGER.

Section 5.1 Enforcement of Declaration, Etc. The Manager shall have the power to enforce the provisions of this Declaration, and the rules and regulations of the Association for the benefit of the Association. The failure of any Owner to comply with the provisions of this Declaration, or the rules and regulations of the Association will give rise to a cause of action in the Association (acting through the Manager) and any aggrieved Lot Owner for recovery of damages, or injunctive relief, or both. If a court action is brought to interpret or enforce compliance with the provisions of this Declaration, or the rules or regulations of the Association, the prevailing party shall be entitled to judgment against the other party for its reasonable expenses, court costs, and attorney's fees in the amount awarded by the Court.

Section 5.2 Maintenance and Protection of Common Areas. The Manager may spend such funds and take such actions as approved by the Owners to maintain and preserve the Common Areas, including but not limited to maintenance and repair of any common roadways.

Section 5.3 Budget; Annual Assessments. The Manager shall establish an annual budget for the costs of maintaining the Common Areas. The Manager shall then assess each Lot within the Property a one-quarter (1/4) share of such estimated costs. The assessments shall be used exclusively for the improvement and/or maintenance of the Common Areas, except as needed for payment of any costs or fees incurred by the Association pursuant to Section 4.6 hereof. The annual assessments shall commence as to all Lots at such time as the Declarant shall deem advisable. All unpaid assessments for the share of common expenses chargeable to any Lot shall constitute a lien on the Lot from the date the assessment becomes due until paid. The lien for delinquent assessments may be foreclosed by suit by the Manager on behalf of the Association, in like manner as the foreclosure of a mortgage on real property.

Section 5.4 Recovery of Attorneys' Fees and Costs. In any action to collect delinquent assessments the prevailing party shall be entitled to recover as a part of its judgment a reasonable sum for attorneys' fees and all costs and expenses incurred in connection with the action.

Section 5.5 No Avoidance of Assessments. No Owner may avoid or escape liability for assessments provided for herein by abandoning his or her Lot or use of the Common Areas.

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ARTICLE 6. FAILURE TO INSIST ON STRICT PERFORMANCE NO WAIVER.

The failure of the Manager or Owners in any instance to insist upon the strict compliance with this Declaration or rules and regulations of the Association, or to exercise any right contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of any term, covenant, condition, or restriction. The receipt by the Manager of payment of any assessment from an Owner, with knowledge of any breach by the Owner, shall not be a waiver of the breach. No waiver by the Manager or Owners of any requirement shall be effective unless the same is expressed in writing.

ARTICLE 7. AMENDMENTS OF DECLARATION.

Any Lot Owner may propose amendments to this Declaration. Amendments may be adopted at a meeting of the Association or by written consent of the requisite number of Owners entitled to vote, after notice has been given to all Owners. All amendments shall be adopted if approved by 100% of the Lot Owners. Once an amendment has been adopted by the Association, the amendment will become effective when a certificate of the amendment, executed by the Manager, has been recorded in the real property records of King County, Washington.

ARTICLE 8. SUBDIVISION.

No Lot shall be subdivided or combined without the approval of all Lot Owners.

ARTICLE 9. DURATION.

The covenants, conditions, and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Owners, their respective legal representatives, heirs, successors, and assigns, for a period of thirty years from the date this Declaration is recorded, after which time the covenants, conditions and restrictions shall be automatically extended for successive periods of ten years each unless an instrument signed by a majority of the then Owners has been recorded agreeing to terminate the covenants, conditions and restrictions.

EXHIBIT A

BEGINNING AT THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON; THENCE SOUTH 89°50'16" EAST ALONG SAID SECTION LINE A DISTANCE OF 1916.51 FEET, MORE OR LESS, TO THE EASTERLY RIGHT-OF-WAY LINE OF EAST MERCER WAY; THENCE CONTINUING SOUTH 89°50'16" EAST ALONG SAID SECTION LINE A DISTANCE OF 168.31 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°50'15" EAST ALONG SAID SECTION LINE 96.51 FEET; THENCE SOUTH 34°35'44" WEST 64.30 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 95.52 FEET AND A DELTA ANGLE OF 29°29'; THENCE ALONG SAID CURVE TO THE RIGHT A DISTANCE OF 49.15 FEET TO BECOME TANGENT TO A LINE HAVING A BEARING OF SOUTH 64°04'44" WEST; THENCE ALONG SAID LINE 68.85 FEET; THENCE NORTH 62°24'24" WEST 21.27 FEET; THENCE NORTH 10°16'46" EAST 30.83 FEET; THENCE NORTH 38°47'30" EAST 83.18 FEET; THENCE NORTH 0°09'49" EAST 9.95 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

ALSO KNOWN AS LGT 1 OF MERCER ISLAND BOUNDARY LINE REVISION NO. M.I.-88-06-23(J-4);

TOGETHER WITH UNDIVIDED ONE QUARTER INTEREST IN PRIVATE ROAD AS DELINEATED ON THE FACE OF SAID BOUNDARY LINE REVISION.

Situate in King County, State of Washington.

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BEGINNING AT THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON; THENCE SOUTH 89°50'16" EAST ALONG SAID SECTION LINE A DISTANCE OF 1916.51 FEET, MORE OR LESS, TO THE EASTERLY RIGHT-OF-WAY LINE OF EAST MERCER WAY; THENCE CONTINUING SOUTH 89°50'16" EAST 264.82 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 34°35'44" WEST A DISTANCE OF 26.14 FEET; THENCE SOUTH 89°50'16" EAST A DISTANCE OF 90.13 FEET; THENCE SOUTH 0°09'24" WEST A DISTANCE OF 6.44 FEET; THENCE SOUTH 59°12'00" EAST A DISTANCE OF 60.00 FEET; THENCE SOUTH 86°55'48" EAST 101 FEET, MORE OR LESS, TO THE SHORE LINE OF LAKE WASHINGTON; THENCE NORTHEASTERLY ALONG SAID SHORE LINE TO A POINT FROM WHICH THE TRUE POINT OF BEGINNING BEARS NORTH 89°50'16" WEST; THENCE NORTH 89°50'16" WEST ALONG SAID SECTION LINE 292 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH SECOND CLASS SHORELANDS ABUTTING THEREON;

EXCEPT PORTION OF SHORELANDS DEEDED TO CITY OF MERCER ISLAND BY DEED RECORDED UNDER RECORDING NO. 5751921;

ALSO KNOWN AS LOT 2 OF MERCER ISLAND BOUNDARY LINE REVISION NO. M.I.-88-06-23(J-4);

TOGETHER WITH UNDIVIDED ONE QUARTER INTEREST IN PRIVATE ROAD AS DELINEATED ON THE FACE OF SAID BOUNDARY LINE REVISION.

Situate in King County, State of Washington.

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BEGINNING AT THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M.; THENCE S 89 DEGREES 50'16" E ALONG SAID SECTION LINE A DISTANCE OF 1916.51 FEET, MORE OR LESS, TO THE EASTERLY RIGHT-OF-WAY LINE OF EAST MERCER WAY; THENCE CONTINUING S 89 DEGREES 50'16" ALONG SAID SECTION LINE 264.82 FEET; THENCE S 34 DEGREES 35'44" W A DISTANCE OF 26.14 FEET; THENCE S 89 DEGREES 50'16" E A DISTANCE OF 12.13 FEET; THENCE S 34 DEGREES 35'44" W A DISTANCE OF 45.01 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 105.52 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT A DISTANCE OF 31.96 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG SAID CURVE DESCRIBED ABOVE HAVING A RADIUS OF 105.52 FEET, WHICH RADIUS POINT BEARS N 38 DEGREE 03'08" W A DISTANCE OF 31.96 FEET TO A POINT OF TANGENCY; THENCE N 34 DEGREES 35'44" E A DISTANCE OF 45.01 FEET; THENCE S 89 DEGREES 50'16" E A DISTANCE OF 78.00 FEET; THENCE S 0 DEGREES 09'44" W A DISTANCE OF 6.44 FEET; THENCE S 59 DEGREES 12'00" E A DISTANCE OF 60.00 FEET; THENCE S 86 DEGREES 55'48" E A DISTANCE OF 101 FEET, MORE OR LESS, TO THE SHORE LINE OF LAKE WASHINGTON; THENCE SOUTHWESTERLY ALONG SAID SHORE LINE TO A POINT FROM WHICH THE TRUE POINT OF BEGINNING BEARS N 72 DEGREES 04'54" W; THENCE N 72 DEGREES 04'54" W A DISTANCE OF 228 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH SECOND CLASS SHORELANDS ABUTTING THEREON;

ALSO KNOWN AS LOT 3 OF MERCER ISLAND BOUNDARY LINE REVISION NO. M.I.-88-06-23(J-4);

TOGETHER WITH UNDIVIDED ONE QUARTER INTEREST IN PRIVATE ROAD AS DELINEATED ON THE FACE OF SAID BOUNDARY LINE REVISION.

Situate in King County, State of Washington.

8809151328

BEGINNING AT THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON; THENCE SOUTH 89°50'16" EAST ALONG SAID SECTION LINE A DISTANCE OF 1916.51 FEET, MORE OR LESS, TO THE EASTERLY RIGHT-OF-WAY LINE OF EAST MERCER WAY; THENCE CONTINUING SOUTH 89°50'16" EAST ALONG SAID SECTION LINE 264.82 FEET; THENCE SOUTH 34°35'44" WEST A DISTANCE OF 26.14 FEET; THENCE SOUTH 89°50'16" EAST A DISTANCE OF 12.13 FEET; THENCE SOUTH 34°35'44" WEST A DISTANCE OF 45.01 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 105.52 FEET; THENCE ALONG SAID CURVE TO THE RIGHT A DISTANCE OF 31.96 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CURVE TO THE RIGHT A DISTANCE OF 22.34 FEET TO A POINT OF TANGENCY; THENCE SOUTH 64°04'44" WEST A DISTANCE OF 61.45 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF THE WHITMAN SHORT PLAT; THENCE SOUTH 62°24'24" EAST A DISTANCE OF 2.26 FEET ALONG SAID SOUTHERLY LINE; THENCE SOUTH 72°04'54" EAST ALONG SAID SOUTHERLY LINE 248 FEET, MORE OR LESS, TO THE SHORE LINE OF LAKE WASHINGTON; THENCE NORTHEASTERLY ALONG SAID SHORE LINE TO A POINT FROM WHICH THE TRUE POINT OF BEGINNING BEARS NORTH 72°04'54" WEST; THENCE NORTH 72°04'54" WEST A DISTANCE OF 228 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH SECOND CLASS SHORELANDS ABUTTING THEREON;

ALSO KNOWN AS LOT 4 OF MERCER ISLAND BOUNDARY LINE REVISION NO. M.I.-88-06-23(J-4);

TOGETHER WITH UNDIVIDED ONE QUARTER INTEREST IN PRIVATE ROAD AS DELINEATED ON THE FACE OF SAID BOUNDARY LINE REVISION.

Situate in King County, State of Washington.

8609151328

