

SHORT PLAT NO 281071
KING COUNTY, WASHINGTON

S. 22 T. 26N R. 5E

8104280737

This space reserved for recorder's use

Filed for record at the request of:
GREEN CONST., INC.
Name

Return to:
Building & Land Development
450 KC Administration Bldg
Seattle, Washington 98104

Recording Number

APPROVAL

Department of Planning and Community Development
Building and Land Development Division

Examined and approved this 9 day of

April, 1981
Edward B. Saul
Manager, Building & Land Development Division

Department of Public Works

Examined and approved this _____ day of

_____, 19____
Paul C. Hooper
Director

Department of Assessments

Examined and approved this 22 day of

April, 1981
Harley N. Hays
Assessor
D. Martin
Deputy Assessor pt

LEGAL DESCRIPTION

81/04/28 #0737 E
RECD F 5.50
CASHSL *****5.50
22

Lots 73, 74, 75, and 76 PLAT OF UPLAND GREEN DIVISION 1 as recorded in Volume 116 of Plats on pages 74 to 76 under King County Recording Number 8011250607 records of King County, Washington

SUBJECT TO electric transmission line easement as recorded under A.F.# 2546322.

SUBJECT TO easement provisions, restrictions and slope rights as contained in Plat.

SUBJECT TO an agreement for street lighting as recorded under A.F.# 8010090793.

SUBJECT TO restrictions, easements and liability to assessments as recorded under A.F.# 8102190723.

RECORDED THIS DAY

Nov 28 1 54 PM '81

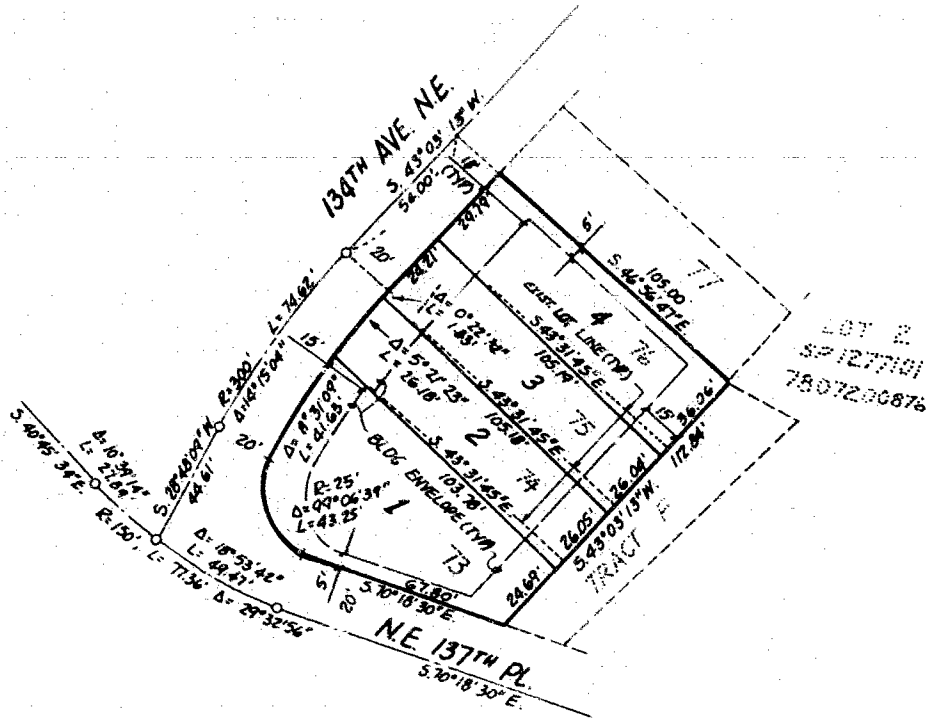
BY THE DIVISION OF
RECORDS & ELECTIONS
KING COUNTY

883520-0730
-0740
-0750
-0760

Map on File in Vault

NOV 14 1981
22-26-81

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LOTS 73 - 76 - PLAT OF UPLAND GREEN DIV. I
 SW 1/4, SEC. 22, T. 26 N., R. 5 E., W.M.

Land Surveyor's Certificate:

This short plat correctly represents a survey made by me or under my direction in conformance with the requirements of appropriate state and county statute and ordinance.

3/10/81
 Date

D. Scott Macintosh

Certificate No: 15661

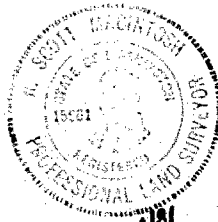
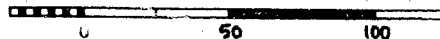
Short Plat No. 281071

Map on File in Vault

Direction: W

N

Scale: 1" = 50'



DECLARATION:

Know all men by these presents that we, the undersigned, owner(s) in fee simple [and contract purchaser(s)] of the land herein described do hereby make a short subdivision thereof pursuant to RCW 58.17.060 and declare this short plat to be the graphic representation of same, and that said short subdivision is made with the free consent and in accordance with the desire of the owner(s).

8104280737

In witness whereof we have set our hands and seals.

GREACEN CONSTRUCTION, INC.
Name
[Signature]
Name
[Signature]
Name

WASHINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION
Name
[Signature]
Name
[Signature]
Name

STATE OF WASHINGTON } ss.
County of KING }

On this 16th day of March, A. D. 1981, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Robert G. Stewart, President and ~~Secretary~~ of Greacen Construction, Inc.

the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

[Signature]
Notary Public in and for the State of Washington
residing at Marysville.

(Acknowledgment by Corporation, Pioneer National Title Insurance Co. Form 1-20)

STATE OF WASHINGTON } ss.
County of KING }

On this 16th day of March, A. D. 1981, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared J. L. Molitor and F. L. Jacobs to me known to be the Senior Vice President and Vice President ~~Secretary~~, respectively, of Washington Federal Savings and Loan Association

the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

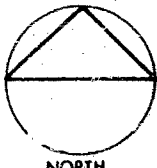
WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

[Signature]
Notary Public in and for the State of Washington
residing at Marysville

(Acknowledgment by Corporation, Pioneer National Title Insurance Co. Form 1-20)

PROPOSED SUBDIVISION

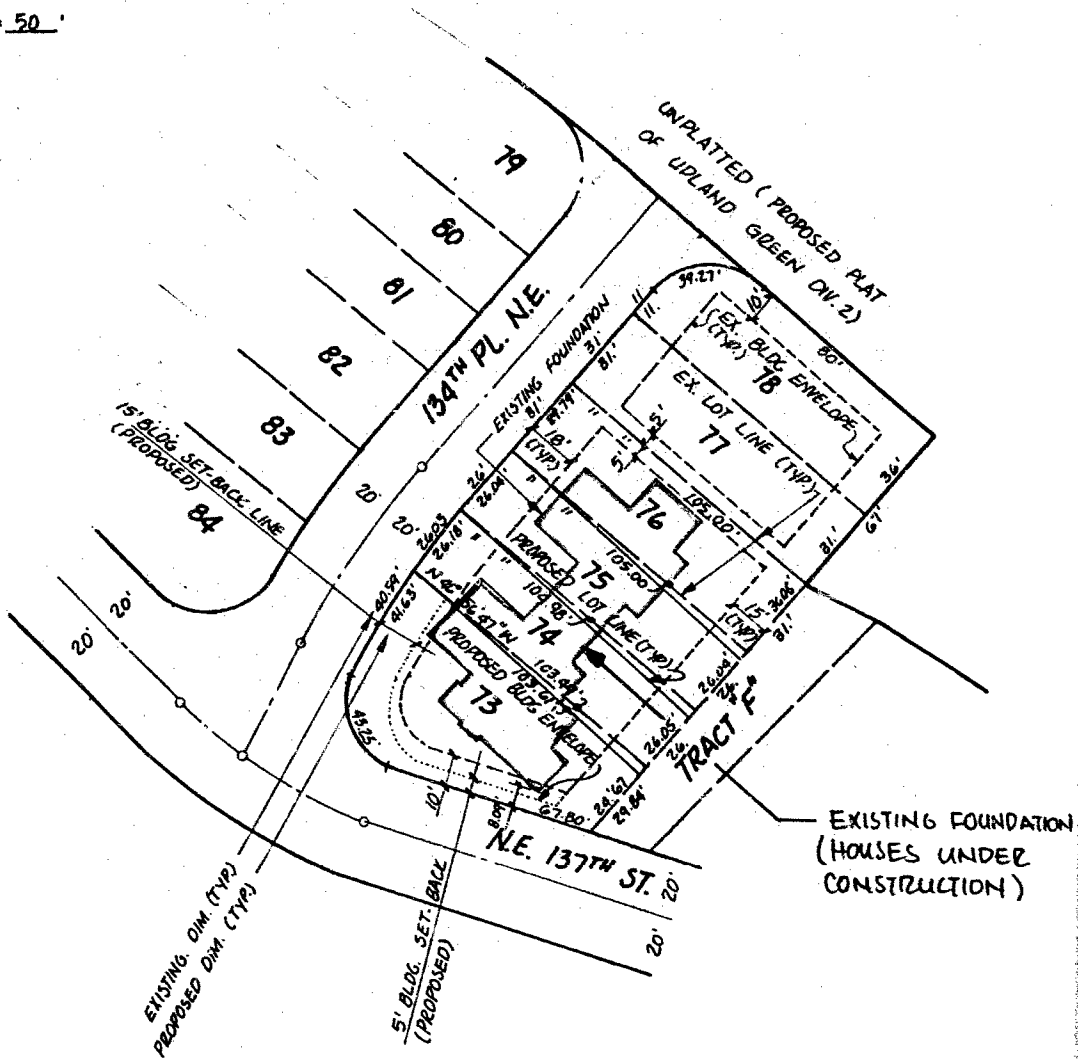
DEPT. FILE NO. 281071	DATE	REVISION DATE
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NORTH

SCALE: 1" = 50'

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PLAT OF
UPLAND GREEN DIV. I
SW 1/4, SEC. 22, T. 26N, R. 5E, W.M.

FOR: DEPT. OF ASSESSMENTS.

RECD F 25.00

CASHSL

***25.00

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DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS
UPLAND GREEN

8102190723

WHEREAS, CONNER DEVELOPMENT COMPANY, a Washington corporation (herein referred to as Declarant), is acquiring certain real property in King County, Washington, may acquire other property in King County, and is the owner of the property platted as Upland Green according to the plat thereof recorded in King County, Washington, and desires to establish a plan of private subdivision for all of such properties. In order to provide for land use utility easements, party walls and access easements, and maintenance of open spaces, recreational vehicle parking, and recreational facilities for such properties as a part of such plan, Declarant does hereby declare and establish the following restrictions, covenants, and easements appurtenant:

ARTICLE A
Definitions

Section 1. Definitions. As used herein:

1. The word "Plat" shall refer to the plat of Upland Green, Division I, and any other plat of real property which may hereafter be made subject to the provisions hereof by written instrument signed by Declarant as provided in Section 4, Article I.

2. The word "Lot" or "Lots" shall refer to lots as shown on any Plat as defined hereby; a "Tract" shown on a Plat shall not be a Lot.

3. The word "Subdivision" shall refer to the real property included within any Plat as defined hereby.

4. The words "Community Organization" shall refer to the Upland Green Community Organization, a non-profit mutual

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Record at Request of

P. GULICK

C-55106

BELLEVUE WA 98009

corporation formed for the purpose of owning and managing open spaces and recreational facilities, enforcing these covenants and other things for the benefit of its shareholders.

5. The word "Committee" is defined in Section 1, Article C.

ARTICLE B
Building Use Restrictions

Section 1. Improvements. Except portions of the Subdivision conveyed to the Community Organization used for open spaces and recreational purposes (Tracts), no Lot shall be used for any purpose other than for single family residential purposes. No dwelling, residence, outbuilding, fence, wall, building, pool or other structure shall be erected, altered, placed or maintained on any Lot unless it shall comply with these restrictions and the following:

(a) All buildings and improvements on a Lot shall be of permanent construction, and no temporary structure, trailer, tent, garage, outbuilding or other similar device shall be placed on any Lot except with permission of the Committee incident to and during the construction of a permanent improvement on the property. Garages, outbuildings and other such structures shall be permitted if the use thereof is appurtenant to an existing permanent residential structure conforming herewith.

(b) Prior to placing any structure or making an improvement on a Lot and prior to clearing and grading of a Lot, the plans and specifications for the structure or improvement shall be submitted to and approved by the Committee as provided in Article C. When constructed or placed on the Lot, the improvement and structure shall substantially conform to the plans and specifications as approved by the Committee.

(c) Prior to making any change or alteration to the

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external appearance of any improvement on a Lot, plans and specifications for the alteration and change shall be submitted to and approved by the Committee as provided in Article C. When made the changes or alteration shall substantially conform to the plans and specifications as approved by the Committee.

(d) Once started the work of constructing, altering, repairing or reconstructing any structure or improvement on a Lot shall be diligently prosecuted until completion thereof and in any event the exterior of the structure shall be completed and finished within nine months after the work first commences.

(e) Each residence on a Lot shall have at least 800 square feet of enclosed area devoted to living purposes. The exterior finish of the structures on a Lot shall be of materials acceptable in the construction industry for exterior finish. The general external appearance shall not be substantially incompatible with the appearance of surrounding existing structures. A structure which shares a common party wall shall present a reasonably consistent external architectural appearance and shall display harmonious exterior finish colors.

(f) Each improved Lot shall be landscaped and graded to present a reasonably harmonious transitional appearance from Lot to Lot. Landscaping shall be deemed an improvement and shall be completed within one year after the structures are completed and shall substantially conform to approved plans. Nothing herein shall preclude landscaping which utilizes natural vegetation; provided that noxious wild weeds and plants shall not be permitted on a Lot.

(g) Each residential building in a plat shall conform to the restrictions contained on the face of the plat relating to setbacks and lot coverage.

Section 2. Animals. No animals shall be kept or permitted on the Subdivision except for household pets which

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are kept by the occupiers of a Lot and which do not unreasonably interfere with the use and enjoyment of any Lot. No commercial raising, breeding, training or dealing in animals shall be conducted or permitted on any Lot.

Section 3. Signs. No sign, billboard or other advertising structure or device shall be located, placed or maintained on the Subdivision, except that a sign not to exceed four square feet in area may be placed on a Lot to offer the property for sale or rent. The Committee may cause any sign placed on the Subdivision in violation of this provision to be removed and destroyed.

Section 4. Maintenance. Each Lot shall be maintained by the owner thereof in a neat, clean and sightly condition at all times and shall be kept free of accumulations of litter, junk, containers, equipment, building materials and other debris. No storage of goods, vehicles, boats, trailers, trucks, campers, recreational vehicles or other equipment or devices shall be permitted in open view from any Lot. All refuse shall be kept in sanitary containers concealed from view of any Lot, and the containers shall regularly be emptied with the contents disposed of off the Subdivision. No grass cuttings, leaves, limbs, branches, and other debris from vegetation shall be dumped or allowed to accumulate on any part of the Subdivision, except that a regularly tended compost device shall not be prohibited.

Section 5. Nuisances. No Lot shall be used in whole or part for storage of anything which will cause the Lot to appear in an unclean, disorderly or untidy condition. No noxious activity or thing shall be permitted on a Lot. Nothing shall be done or permitted on any Lot which may be or become a nuisance or unreasonably interfere with the use and enjoyment of any part of the Subdivision.

ARTICLE C
Architectural Control

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Section 1. The Committee. The directors of the Community Organization shall comprise the Committee herein referred to. The address of the Committee shall be the registered office of the Community Organization.

Section 2. Submission of Plans. All plans and specifications required to be submitted to the Committee shall be submitted by mail to the address of the Committee in duplicate, shall be in writing, shall contain the name and address of the person submitting the same and the Lot involved, and shall set forth the following with respect to the proposed structure: The location of the structure upon the Lot; the elevation of the structure with reference to the existing and finished lot grade; the general design; the interior layout; the exterior finish materials and color including roof materials; the landscape plan; and such other information as may be required to determine whether such structure conforms with these restrictions.

Section 3. Standards. The Committee shall have the authority to determine and establish standards involving aesthetic considerations of harmony of construction and color which it determines to be in the best interest of providing for attractive development of the Subdivision, which authority shall include but not be limited to the height, configuration, design and appearance of the dwelling and fences, walls, outbuildings, pools, and other structures appurtenant to the use of a dwelling. Such determinations may be amended and shall be binding on all persons.

Section 4. Approval or Disapproval. Within thirty days after the receipt of plans and specifications, the Committee shall by majority vote approve or disapprove such plans and

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specifications and may disapprove such plans and specifications which in its opinion do not conform to these restrictions or its aesthetic standards. Approval or disapproval shall be made upon one of the copies thereof and returned to the address shown on the plans and specifications. In the event that no disapproval of such plans and specifications is given within thirty days of submission in compliance herewith, such plans shall be deemed approved.

Section 5. Advisors. The Committee may appoint advisors or advisory committees from time to time to advise on matters pertaining to the Subdivision. No person on the Committee or acting for it shall be responsible for any defect in any plan or specification submitted or approved nor for any defect in any work done according to such plans and specifications.

Section 6. Variations. The Committee shall have the authority to approve plans and specifications which do not conform to these restrictions in order to overcome practical difficulties or prevent hardships in the application of these restrictions; provided that such variations so approved shall not be materially injurious to the improvements of other Lots and shall not constitute a waiver of the restrictions herein contained but shall be in furtherance of the purposes and intent of these restrictions.

ARTICLE D

Common Facilities

Section 1. Use. On or before the first conveyance of a lot in the Plat of Upland Green, Division I, Conner Development Company shall have conveyed its right, title and interest now or hereafter acquired in Tracts A through H, inclusive, J and K of Upland Green, Division I, to Upland Green Community Organization, a mutual corporation (the Community Organization) and may from time to time convey other properties and rights to the Community Organization, all of which conveyed properties and

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rights are to be used and enjoyed as common facilities for the use of Class A shareholders of the Community Organization. Conner Development Company (or its successors) shall have, and hereby reserves the right to enter such properties and to make improvements and alterations, all at its cost, from time to time, to such properties, all as it deems advisable at its discretion. There shall be one Class A share in the Community Organization for each Lot of each Plat. Each Class A share for a Lot shall be appurtenant to and not severable from the title of a Lot and shall be transferable only as a part of the transfer of the title to that Lot. Each Class A share shall entitle the owners of the Lot, the residents thereon and their families to enjoy the facilities of the Community Organization, subject to the rules, regulations and payments as may now or hereafter be established by the Community Organization, which rules, regulations and payments shall apply equally to all shareholders. Nothing herein shall preclude the Community Organization from making its facilities and membership available to such others as it deems advisable.

Section 2. Restrictions on Use. Portions of the Subdivisions used by the Community Organization shall not be subject to the restrictions elsewhere imposed herein but shall be used for common facilities as the Community Organization deems advisable for the benefit of its members. By accepting conveyances of properties from Declarant the Community Organization and its Class A shareholders agree to comply with the provision of this Article D.

Section 3. Lien. In order to provide for maintenance and improvement of its various properties, each grantee and vendee of Lots, their heirs, successors and assigns shall and do, by the act of accepting a deed or entering into a contract of sale as vendee, jointly and severally agree that they and each of them shall pay to the Community Organization the dues and charges levied according to the Bylaws of the Community Organization. In the event that such dues or charges remain

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unpaid to the Community Organization for a period of sixty days after the due date, then the Community Organization may record a written notice with the auditor of King County, Washington, that it claims a lien against the Lot to which the Class A share is appurtenant for the amount of delinquent dues and charges together with interest at the rate of twelve percent per annum from the date due until paid and attorney's fees as herein provided. From and after recording such notice, the Lot to which the Class A share is appurtenant shall be subject to a lien to the Community Organization as security for all unpaid dues and charges in the amount designated therein with interest and attorneys' fees, together with all future unpaid dues and charges accrued until the notice is released by the Community Organization. Such release shall only release the lien claim but not rights under this Article, and such lien may be foreclosed in the manner of a mortgage of real property and in such foreclosure action the Community Organization shall recover a reasonable sum as attorneys' fees therein and the reasonable and necessary costs of searching and abstracting the public record. A subsequent notice of claim of lien may be made for other delinquencies after a notice is released.

Section 4. Maintenance. In consideration of the rights and liens conferred upon the Community Organization, it hereby agrees to maintain the properties and rights acquired by it for the use of its Class A shareholders. For this purpose it joins in the execution hereof.

ARTICLE E

Lot Line Easements

Section 1. Creation. Whenever in a Subdivision a structure for a single family detached dwelling may be built so that a portion of the dwelling may be constructed along a lot line, then a lot line easement is hereby created for the benefit of the owner of the dwelling which easement is ten feet

in width along the lot line of and entirely within the adjacent Lot for the purposes described and upon the conditions imposed in this Article.

Section 2. Purposes. The easement may be used by the dwelling owner for the following purposes and no other:

(a) Access and temporary use to maintain and repair the foundation, roof and exterior of the structure which is built along the lot line, such as painting exterior walls, trim, gutters and downspouts; cleaning gutters; waterproofing the foundation; installing, maintaining and repairing (including any necessary excavation) drain pipes, tiles, lines and other items incident to proper drainage and caulking exterior surfaces;

(b) To lay, install, maintain and repair (including any necessary excavation) necessary footings and foundations; roof overhangs; downspouts, gutters, drain tiles, drain pipes, drain lines and other items incident to proper drainage; and water, sewer and other utility pipes, lines and connections.

(c) Lateral support of the structure by the subsoil of and minerals in the adjoining Lot; and

(d) In the event of damage or destruction of the structure or its appurtenances in whole or in part, from any cause, to repair, rebuild or replace the structure, or to build a new one, and all footings, foundations, roof overhangs, downspouts, gutters, items for proper drainage, water, sewer and other utility pipes, lines and connections and such other appurtenances as are necessary or appropriate to repair or replace the structure.

Section 3. Conditions. The owner of the structure may exercise the easement rights subject to the following conditions:

(a) Except for overhangs, downspouts, drainage and footings built in the easement, occupation and use of the

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surface of the adjoining Lot subject to the easement, the airspace above it and the ground below, shall be only for as long as is reasonably necessary to accomplish with exercise of due diligence the maintenance, repairs or reconstruction contemplated;

(b) After the maintenance, repairs or reconstruction is completed, all excavations shall be filled in, any damage caused to the adjoining Lot or appurtenances and property located on it (including that to lawns and other landscaping) shall be repaired, and all tools, scaffolding, equipment and other materials and supplies used in effecting the maintenance, repairs or reconstruction shall be removed;

(c) Except in the case of emergency, prior notice shall be given to the owner or other occupant of the adjoining Lot. The notice shall be of intention to use the easement, describing the project contemplated, the manner in which it is intended to accomplish the project and the estimated length of time required to complete the project. The notice need not be in writing but must be reasonable in scope and time given the circumstances and in sufficient detail as to permit the owner or other occupier of the adjoining Lot sufficient time and understanding so that reasonable steps may be taken to prepare for and accommodate the exercise of the easement rights; and

(d) All reasonable steps shall be taken to prevent or avoid any injury to or death of any person and to prevent, avoid or minimize damage to or destruction of any property within the easement or adjacent thereto as the result of exercise of these easement rights.

Section 4. No Obstructions. The owner of the adjoining Lot shall not locate, place within, or suffer to exist any structure, improvement, device, fence or other thing, item or obstruction within the easement which would impair, impede, or render unsafe or hazardous the use of the easement for the

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purposes permitted.

Section 5. As Built Deviations. This Article and the easement created thereby shall be fully effective as to each structure which may be built partly along a lot line as and where it is actually built despite any deviation from the lot line, with or without encroachment upon the adjoining Lot, which might be revealed by an accurate survey. If there is any encroachment of a structure described in this Article onto the adjoining Lot as actually built, then, in addition to the purposes described in Section 2, this easement may also be used to allow, permit to remain, use, occupy, repair, maintain and reconstruct any portion of the structure, its roof, foundation, interior and exterior, which does in fact encroach as and where originally built or subsequently reconstructed; provided that in reconstructing the structure or appurtenances, the owner of the structure shall take reasonable steps to avoid or minimize encroachment.

Section 6. Plat Easement. The provisions of this Article shall supplement, define and expand the provision contained on the face of a plat creating similar easement.

ARTICLE F
Party Walls

Section 1. Creation. Where in a Subdivision a building may be built on two or more Lots containing one dwelling unit in the building on each separate Lot, then each wall which is placed along the lot line separating one dwelling unit from another in the same structure is hereby declared to be a party wall between the dwelling units which adjoin the wall. This Article shall be controlling, and all rights granted in this Article shall be fully effective as to each such party wall as and where it is actually constructed despite any deviation from

the lot line which might be revealed by an accurate survey.

Section 2. Maintenance. Subject to the provisions of Section 3 of this Article, the cost of repair and maintenance of every party wall shall be borne equally between the owners of the adjoining dwelling units.

Section 3. Damage or Destruction of Party Wall Without Other Damage to Dwelling Units.

(a) If (1) a party wall is damaged or destroyed, in whole or in part, from any cause which is not the result of fault or negligence of either of the owners of the adjoining dwelling units or other persons occupying or using their respective dwelling unit, or is the result of the joint or concurring fault of each of the owners or other persons occupying or using their respective dwelling units, and (2) neither dwelling unit has suffered substantial damage other than that to the party wall, then the owners of the adjoining dwelling units shall at their joint expense, to be shared equally, repair or rebuild the party wall to as nearly as practicable the same condition and at the same location as the party wall was in immediately before the damage or destruction. Each owner of the adjoining dwelling unit shall have the right to full use of the party wall as repaired or rebuilt.

(b) If (1) a party wall is damaged or destroyed, in whole or in part, from any cause which is the result of fault or negligence of one (but not both) of the owners of the adjoining unit or other persons occupying or using his dwelling unit and (2) neither dwelling unit has suffered substantial damage other than that to the party wall, then that owner shall at his sole cost and expense repair or rebuild the party wall to as nearly as practicable the same condition and at the same location as the party wall was in immediately before the damage or destruction and shall repair the resultant damage, if any,

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to the other dwelling unit. Each owner of the adjoining dwelling unit shall have the right to full use of the party wall as repaired or rebuilt.

Section 4. Damage or Destruction of Party Wall With Other Damage to Dwelling Unit.

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(a) If (1) a party wall is damaged or destroyed, in whole or in part, from any cause which is described in Section 3 (a) of this Article, and (2) either or both of the adjoining dwelling units are at the same time substantially damaged or destroyed, in whole or in part, from the same or any other cause, then if one or both of the owners elects to repair or rebuild his dwelling unit, the party wall will be repaired or rebuilt with costs shared as provided in Section 3 (a) of this Article. If both adjoining dwelling units are substantially damaged or destroyed and neither owner elects to rebuild or repair his dwelling unit, then the costs of demolishing and clearing debris from the party wall between the damaged dwelling units and the cost of restoring the party wall (including any alterations or additions necessary to convert an interior wall to an exterior wall compatible with the remaining portion or portions of the structure), if any, between either or both of the damaged or destroyed dwelling units and any undamaged dwelling unit in the same structure shall be shared equally by the owners of the dwelling units separated by the damaged party wall.

(b) If (1) a party wall is damaged or destroyed, in whole or in part, from any cause described in Section 3 (b) and (2) either or both of the adjoining dwelling units is at the same time substantially damaged or destroyed from the same or any other cause, then the owner of the dwelling unit who is not at fault will make all elections described in Section 4 (a) and the owner of the dwelling unit who is at fault will bear at his sole expense all costs of repair, reconstruction, alteration,

restoration, demolition and/or clearing appropriate to the election made.

(c) Unless exercised to the contrary by written notice delivered to all other owners of dwelling units in the structure (or if an owner does not occupy his unit, to the tenant or other occupant with a copy to the president of the Community Organization) within 30 days after the damage or destruction giving rise to the election, each owner of a dwelling unit which is damaged or destroyed shall be conclusively deemed to have elected to repair and rebuild his dwelling unit, including restoring the party wall.

Section 5. Access to Party Wall Interior. Each owner of a dwelling unit adjoining a party wall shall have the right, at his sole expense, to drill into, cut into or otherwise gain access to the interior of a party wall for the purpose of maintaining, repairing or restoring and, if consent be first obtained pursuant to Section 6, remodeling or altering, water, utility, soundproofing or other services or amenities to his dwelling unit subject to (1) his obligation to restore the party wall to the same condition it was in immediately before such act and (2) his liability to the owner of the other dwelling unit adjoining the party wall for any damages caused thereby.

Section 6. No Alteration. Interior decoration excepted, no owner of a dwelling unit adjoining a party wall may make any changes to or alterations in a party wall without the written consent of the owner of the other dwelling unit adjoining the party wall.

Section 7. Easement. Each owner of a dwelling unit adjoining a party wall has an easement over, in and to the other dwelling unit adjoining the party wall for the following purposes:

- (a) To have the party wall remain in the same

location as when originally built or such other location as may be reasonably necessary in the event repairs to, restoration of or reconstruction of the party wall are made;

(b) To use, for party wall purposes, that portion of the adjoining dwelling unit upon which the party wall is originally built or subsequently restored or rebuilt; and

(c) For access through, in, or upon any portion of the adjoining dwelling unit reasonably necessary to effect repairs to, maintenance of or reconstruction of the party wall or that portion of any foundation, exterior wall or roof of the structure which meets with, adjoins or is connected to the party wall.

Section 8. Weatherproofing. Each owner of a dwelling unit adjoining a party wall shall take all steps reasonably required to, upon or in his own dwelling unit to protect the party wall from infestation of, damage from or exposure to: rain, snow, hail, wind and other weather conditions; termites, moisture, dry rot and other wood-eating or destroying insects, conditions, organisms or vermin; rodents, wasps, cockroaches and other annoying or dangerous vermin or insects; and deterioration or other injury, whether sudden or cumulative, from any use of or condition in his dwelling unit except wear and tear incident to ordinary and prudent use and condition of his dwelling unit.

Section 9. Rights in the Event of Default. Should the owner of a dwelling unit adjoining a party wall fail to perform any act or make any payment which this Article requires him to do or make, and such failure continues after five days' prior written demand from any owner of a dwelling unit in the same structure, then the owner or owners who made demand may do such act or make such payment. The owner in default must repay on demand the owner who does the act or makes the payment all costs and expenses (including attorneys' fees and costs, if

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any) incurred in doing the act or making the payment together with interest thereon at twelve percent per annum until repaid. Further, the owner doing the act of making the payment shall have a lien upon the dwelling unit of the defaulting owner and the land upon which it is located, notice of which lien may be recorded not later than 90 days after the last act is performed or payment is made which notice shall contain, as nearly as possible, the information required in the case of a person performing labor upon land or an improvement thereon pursuant to Chapter 60.04 of the Revised Code of Washington. The lien may be foreclosed in the manner as provided and with the priority with respect to such labor liens. In addition, the owner who does the act or makes the payment shall have the right of access to, through, in or upon and to use the dwelling unit of the defaulting owner and the Lot upon which it is located for the purpose of performing the act.

Section 10. Equipment, Utilities and Other Portions of a Party Wall. For the purposes of this Article, the term "party wall" includes everything, if anything, located within such wall (such as studs, framing, insulation, soundproofing material, pipes, wires, joints, junction boxes and other materials or equipment related to utilities) and below the wall (such as the surface of the ground and footings located in the ground).

ARTICLE G
Utility Easement

Section 1. Sanitary Sewer. Where in a Subdivision a building may be constructed on more than one Lot containing one dwelling unit in the building on each separate Lot, then there is hereby declared and established along the Lot lines where a common party wall may be constructed an easement, ten feet in

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width from the street to the exterior surface of the structure facing the street, for the purpose of installing, constructing, reconstructing, maintaining, repairing and replacing a common sanitary sewer line to connect the living units sharing the party wall to the public sewer in the street right of way. When the sewer line is constructed, the centerline of such easement shall follow the sanitary sewer line as it may be constructed. The easement shall include access to such common sanitary sewer line. The cost of maintaining, repairing and replacing any common sanitary sewer line constructed on any such easement shall be borne by the users of each common sewer equally.

Section 2. Other Utility Easements. There is declared and established an easement five feet in width following each lot line shown on the plat, except those lot lines along which either a common wall may be constructed or a wall of a building may be constructed, for the purpose of installing, constructing, reconstructing maintaining, repairing and replacing, together with access thereto, telephone, electrical and television cable lines, water pipes and appurtenances and storm drainage pipes, ditches and appurtenances. Any utility or governmental agency shall have the benefit of such easements for the purpose of providing and maintaining a system of utilities or drainage for which they may be responsible. Any damage caused by the exercise of the easement rights shall be promptly restored by the parties exercising such rights as nearly as may be reasonably practical to the condition existing immediately before the time the right was exercised.

ARTICLE H
Open Spaces

Section 1. Open Spaces. Tracts A, C, D, E, F, J and K as shown on the Plat of Upland Green, Division I, are hereby

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restricted and shall not be used for any purpose other than for open spaces. No improvements shall be constructed on the surface of such Tracts, except for landscaping, pedestrian walkways, and outbuildings which the Community Organization may deem convenient for maintenance purposes. No other development, buildings, structures or improvements shall be placed or permitted upon such Tracts.

Section 2. Recreational Vehicle Parking. Tracts B and G as shown on the Plat of Upland Green, Division I, are hereby restricted and shall not be used for any purpose other than either for landscape open space or with appropriate King County use approval for the parking by the Class A shareholders of the Community Organization of motor vehicles, automobiles, trailers, campers, trucks, boats, recreational vehicles and other similar types of equipment under the reasonable regulation and control of the Community Organization which may impose a charge for such use. No other development, buildings, structures or improvements shall be placed or permitted upon such Tracts.

Section 3. Tract H. Tract H as shown on the Plat of Upland Green, Division I, has been dedicated to public use. Declarant intends to apply for a right of use of such Tract for exclusive use of the Class A shareholders of the Community Organization. If Declarant is successful in obtaining such right, then subject to such limitations as may be imposed in the grant of use, the Community Organization shall use such Tract H for tennis courts or open space or both in a manner consistent with the maintenance by the public of a drainage retention system on such Tract H.

ARTICLE I

Application and Enforcement

Section 1. Effect. The covenants, restrictions, easements, rights, liens, and encumbrances herein provided for

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shall be covenants running with the land and shall be binding upon the Subdivision and any and all parts thereof, the parties in interest thereto and their heirs, assigns, personal representatives and successors in interest. Accepting an interest in and to any portion of the Subdivision shall constitute an agreement by any person, firm or corporation accepting such interest, that they and each of them shall be bound by and subject to the provisions hereof.

Section 2. Severability. In the event that any provision hereof shall be declared to be invalid by any court of competent jurisdiction, no other provision shall be affected thereby and the remaining provisions shall remain in full force and effect. No waiver of the breach of any provision hereof shall constitute a waiver of a subsequent breach of the same provision or of any other provision. No right of action shall accrue for or on account of the failure of any person to exercise any right hereunder nor for imposing any provision, condition, restriction or covenant which may be unenforceable.

Section 3. Enforcement. The parties in interest in and to any part of the Subdivision and the Community Organization, for the benefit of the owners of the Subdivision, and each of them shall have the right and authority to enforce the provisions hereof and in addition to any other remedy for damages or otherwise, shall have the right to injunctive relief. The prevailing party in any action to enforce any provision hereof shall recover a reasonable sum as attorneys' fees together with the reasonable costs of searching and abstracting the public record which sums shall be paid by the unsuccessful party.

Section 4. Additional Property. In addition to the real property which is platted as Upland Green, Division I, from time to time, but not after December 31, 1985, the Declarant, Conner Development Company, may subject any of the real property in the Northwest quarter of the Southwest quarter of Section 22, Township 26 North, Range 5 East, W.M., together with

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adjacent lands, in King County, Washington, to the provisions of this instrument as a part of the plan of subdivision of real property by filing of record a declaration expressly setting forth such intent signed by Conner Development Company as the subdivider thereof. Conner Development Company may assign its rights under this Section 4, but only by written instrument which contains an express reference to this Section 4. Except for the foregoing no other properties may be made subject hereto. However, as long as there are any Class B shares of the Community Organization outstanding, then no property in addition to Upland Green, Division I, shall be made subject to the provisions of this instrument without the prior approval of the Federal Housing Administration or Veterans Administration.

ARTICLE J
Amendment

Section 1. Amendment of Use Restrictions. Articles B, C and D of this instrument which relate to use of the Lots in the Subdivision may be amended and changed by the written consent of the owners of the fee title (in the case title is subject to a real estate contract, the vendees under the real estate contract shall be deemed to be owners of the fee title) of not less than seventy percent (70%) of all of the Lots in all of the Subdivisions which have been made subject to the provisions of this Declaration. For the purpose of amendment consent to an amendment by a fee owner shall be binding upon the owner and of any successors to the fee title for a period of six months after it is given for the purpose of calculating the percentage required for adoption of the consent. Consents required under this Section shall be delivered to the Community Organization which shall tabulate them. Its determination of the sufficiency of the consent shall be conclusive, and an amendment to

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Articles B, C or D shall be effective when a written Notice of Amendment signed and acknowledged by the president and secretary of the Community Organization is recorded in King County, Washington, stating that the requisite consent has been obtained and setting forth the amendment in its entirety.

Section 2. Amendment to Easements. Each of the easements created in Articles E, F and G are for the benefit of the particular Lots affected thereby and for the benefit of the municipalities and utilities providing utility services to the Lots in the Subdivisions. No changes or amendments may be made to any utility easement set forth in Article G without the written consent of any user thereof. Changes and amendments in the conditions and terms of each easement created under Article E and F for lot line and party wall easements may only be made by the written agreement of all parties in interest to the Lots involved, including holders of a security interest in and to the Lots for which the change or amendment is made. The parties in interest to Lots other than those expressly affected by the change or amendment need not join in such amendment or change.

Section 3. Amendment to Open Space. No amendment may be made to Article H relating to open spaces without the prior vote of the holders of ninety percent (90%) of the total issued and outstanding Class A shares of the Community Organization. When such vote has been obtained approving an amendment to Article H, then such amendment may be made by recording Notice of Amendment executed and acknowledged by the president and secretary of the Community Organization in King County, Washington.

Section 4. Governmental Approval. As long as there are any Class B shares of the Community Organization outstanding,

then no amendment to this instrument shall be effective without the prior approval of the Federal Housing Administration or the Veterans Administration.

EXECUTED this 19 day of FEBRUARY, 1981.

CONNER DEVELOPMENT COMPANY

By William M. Conner
William M. Conner

By Robert J. Dwinnell
Robert J. Dwinnell

Accepted this 19 day of FEBRUARY, 1981.

UPLAND GREEN COMMUNITY ORGANIZATION

By Robert J. Dwinnell
Robert J. Dwinnell

By Jeanette Jones
Jeanette Jones

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 19 day of FEBRUARY, 1981, before me personally appeared William M. Conner and Robert J. Dwinnell, to me known to be the President and Secretary, respectively, of Conner Development Company, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to

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be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

Therese Adams
Notary public in and for the state of Washington, residing at Lukeland

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 19 day of February, 1981, before me personally appeared Robert J. Dwinnell and Jeanette Jones, to me known to be the President and Secretary, respectively, of Upland Green Community Organization, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

Therese Adams
Notary public in and for the state of Washington, residing at Lukeland

RECORDED THIS DAY
FEB 19 3 38 PM '81
BY THE DIVISION OF
RECORDS & ELECTIONS
KING COUNTY

DEVELOPER EXTENSION AGREEMENT FOR STREET LIGHTING

8010090793

WHEREAS, CONNER DEVELOPMENT COMPANY, hereafter called "Developer," wishes to build homes within the boundaries of King County Water District No. 104 and desires to obtain street lighting fixtures, maintenance and electricity from King County Water District No. 104, hereafter called "the District," and Puget Sound Power & Light Co., hereafter called "Puget Power," and

WHEREAS, it is necessary for Developer to install a street lighting system on the real estate hereafter described before the houses on said real estate are sold, and

WHEREAS, it is necessary for the District and Puget Power to promptly receive payment for the electrical service provided whether or not the homes on said real estate are sold,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, Developer and the District do hereby agree as follows:

Developer shall contract directly with Puget Power for the installation of a street lighting system on the real estate owned by Developer and legally described on Exhibit A annexed hereto. Such street lighting system shall remain the property of Puget Power which shall have the sole obligation to maintain, replace, and repair said system.

Such street lighting system shall be comprised of fixtures mutually agreed upon by Puget Power, Developer, and the District which shall be installed on the aforesaid real estate at locations approved by the District, and Developer agrees to submit plans and specifications for such street lighting system to the District for its approval before executing a final installation contract with Puget Power. The District reserves the right to change lamps, lamp locations and/or equipment when distribution line modernization or replacement by Puget Power is necessary.

The District shall cause Puget Power to furnish lighting service on terms set forth in resolutions of the District now or hereafter in effect. The District shall charge Developer for such service fixed rates established by resolutions of the District now or hereafter in effect. Developer shall notify the District as each lot is furnished with water by the District and shall obtain the signature of the Builder or lot owner on Application for Connection (including Street Lighting) and shall deliver the same to the District office. Thereafter the District shall bill such Builder, lot owner or contract vendee for his proportionate share of the light charges but Developer shall remain primarily liable for all lighting charges for the aforesaid real until 80 percent of the lots as described in Exhibit A are furnished with water by the District. Developer shall continue to pay the pro rata share of the charges for each lot which remains unsold.

Developer further agrees that if the pro rata charges allocated to any lot are unpaid sixty (60) days after the due date, such charges shall constitute a lien against said property which shall

RECORDED THIS DAY
OCT 9 4 25 PM '09
RECORDS & COMMUNICATIONS
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have the same force and effect and may be foreclosed in the manner provided by RCW 57.08.080 - 57.08.090. The District shall have the right to turn off the water of any customer who fails to pay either water or street lighting charges within thirty days (30) after due date.

Developer further agrees that the covenants contained herein shall constitute covenants running with the land as described in Exhibit A and shall be binding on Builder, subsequent purchasers, and on Developer's successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 6th day of October, 1976.1980

DEVELOPER **CONNER DEVELOPMENT COMPANY**
By: [Signature]

KING COUNTY WATER DISTRICT NO. 104

By [Signature]
President-Commissioner

By [Signature]
Vice-President Commissioner

By [Signature]
Secretary-Commissioner

(SEAL)

AFTER RECORDING, RETURN TO:

Richard C. Reed
1701 Bank of California Center
Seattle, WA 98164

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On October 6, 1980, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Donovan Olson, Clarena S. Grunig and Louise Miller, to me known to be the President-Commissioner, Vice-President Commissioner and Secretary-Commissioner, respectively, of KING COUNTY WATER DISTRICT NO. 104, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.



WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Richard C. Reed
Notary Public residing at Bellvue

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

8010090793

On September 15, ¹⁹⁸⁰~~1978~~, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared William M. Conner, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Valencia Rias
Notary Public residing at Killbuck

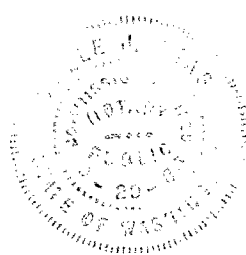


EXHIBIT A - Legal Description

EXHIBIT A

PLAT OF TOTEM VISTA II

DIVISION I

LEGAL DESCRIPTION

That portion of the SW $\frac{1}{4}$ of Section 22, TWP 26N., Range 5E., W.M., situate in King County, Washington, more particularly described as follows:

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Beginning at the S.W. Section corner of said Section 22, T.W.P. 26N., Range 5E., W.M. Thence N 02° 07' 16" E., along the west line of said section, said line being the centerline of 132nd Ave. N.E., a distance of 1,318.97 feet; Thence S 87° 52' 44" E. 30.00 feet to the easterly margin of 132nd Ave. N.E., said point being the TRUE POINT OF BEGINNING; thence N 02° 07' 16" E., 26.40 feet; thence S 88° 06' 15" E., 260.00 feet; thence N 02° 07' 16" E., 135.00 feet; thence N 88° 06' 15" W. 206.02 feet; thence N 02° 07' 16" E. 80.00 feet; thence S 88° 06' 15" E. 185.00 feet; thence N 02° 07' 16" E. 87.37 feet; thence tangent to the preceding course along the arc of a curve to the northwest whose radius is 250 feet through a central angle of 17° 07' 5" an arc distance of 74.70 feet; thence N 14° 59' 59" W. 61.44 feet; thence N 88° 06' 15" W. 155.84 feet; thence N 02° 07' 16" E. 150.00 feet; thence S 88° 06' 15" E. 208.00 feet; thence N 02° 07' 16" E. 211.00 feet; thence S 67° 44' 25" E. 96.39 feet; thence S 88° 01' 25" E. 120.96 feet; thence S 57° 15' 08" E. 53.78 feet; thence S 67° 53' 00" E. 33.02 feet; thence S 1° 58' 35" W. 13.67 feet; thence S 88° 01' 25" E. 62.00 feet; thence N 60° 42' 39" E 103.94 feet; thence southeasterly 74.84 feet along the arc of a non tangent curve to the right having a radius of 479.248 feet the central point of which bears S 34° 00' 26" W. through a central angle of 8° 56' 50" to a point of tangency; thence S 47° 02' 44" E. 90.64 feet; thence S 46° 56' 47" E. 80.00 feet; thence S 43° 03' 13" W. 67.00 feet; thence S 60° 37' 38" E. 27.82 feet; thence S 55° 17' 56" E. 90.78 feet; thence S 46° 32' 46" E. 48.95 feet; thence S 50° 30' 21" E 45.00 feet; thence S 73° 22' 27" E. 51.00 feet; thence S 87° 57' 57" E. 20.00 feet; thence S 2° 02' 03" W. 55.51 feet; thence S 87° 56' 04" E. 40.00 feet; thence S 87° 57' 57" E. 224.04 feet; thence S 2° 02' 03" W. 410.08 feet; thence N 87° 56' 47" W. 1307.49 feet to the TRUE POINT OF BEGINNING and containing 17.19 acres of land more or less.



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AGREEMENT ESTABLISHING BOUNDARY LINE AND PROVIDING
FOR THE CONSTRUCTION AND MAINTENANCE OF A FENCE

8107140516

M-64156

FILED BY CHICAGO TITLE INSURANCE CO.

REF. # W6758

THIS AGREEMENT entered into between CONNER DEVELOPMENT COMPANY, a Washington corporation, hereinafter referred to as "Conner", and CHARLES H. GEORGE and MARILYN LEE GEORGE, husband and wife, hereinafter referred to collectively as "George";

WHEREAS, George is the owner of certain property described on Exhibit "A" attached hereto and by this reference incorporated herein, and

WHEREAS, Conner is the owner of property described on Exhibit "B" attached hereto and by this reference incorporated herein, and

WHEREAS, Conner is in the process of developing the Plat of Upland Green (formerly Totem Vista II), and

WHEREAS, Conner entered into an agreement with George to construct a fence along the south line of the Plat of Upland Green, which agreement was dated June 16, 1980, and

WHEREAS, Conner proposes to immediately construct a chain link fence with wood slats, along the south boundary of the said plat in accordance with an agreement with George dated June 16, 1980, and

WHEREAS, Conner surveyed the actual boundary constituting the south line of the above-referenced plat and discovered that a fence existed which meandered north of the said south line of the plat of Upland Green, and

WHEREAS, a dispute arose between Conner and George as to the true location of the south line of the Upland Green Plat and the north line of the George property, and

RECORDED THIS DAY
JUL 14 11 21 AM '81
BY THE DIVISION OF
RECORDS & ELECTIONS
KING COUNTY

8107140516

M-64156

WHEREAS, the parties desire to forever resolve said dispute and establish the true and correct boundary between the properties defined on Exhibit "A" and Exhibit "B" and provide for the construction and maintenance of the fence along said boundary,

NOW, THEREFORE, for and in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Charles H. George and Marilyn Lee George, husband and wife, do hereby convey and quit claim to Conner Development Company any and all right, title, or interest which they have including any after acquired title in and to that portion of the property described on Exhibit "A" lying north of the following described line:

The south line of the recorded Plat of Upland Green, Division No. 1, as recorded in Volume 116 of Plats, pages 74 thru 76, inclusive, records of King County, Washington;

all situate in King County, Washington.

2. Conner Development Company shall immediately commence the construction of a six foot chain link fence to be visually screened either with appropriate landscaping or with cedar or plastic slats compatible with chain link fencing, which fence shall extend from a point adjacent to the George's barn (approximately 250 feet east of the southwest corner of the Plat of Upland Green) and proceeding easterly to the southeast corner of said plat. Said fence shall be constructed at the sole expense of Conner.

3. Maintenance of the fence shall be the responsibility of (a) individual home owners in Upland Green, or (b) the Home Owners Association for the Plat of Upland Green.

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4. The existing fence shall remain in place until the new fence is constructed and then shall be removed at the expense of Conner and any materials salvageable shall be given to George.

5. Conner shall, in constructing the new fence, provide barb wire protection on George's side of the fence to prevent livestock from rubbing against it. Said protection will be provided by using an outrigger secured to George's side of each of the new fence posts. Said outriggers shall provide one strand of barb wire located approximately 1 foot to George's side of the new fence and approximately 4 feet above ground level.

6. In constructing the fence, the parties acknowledge that it is desirable to construct the new fence before the existing fence is removed. Therefore, the parties agree that Conner may construct the fence in a workmanlike manner and have access through the George property in order to do so. Said access shall be temporary and shall only apply to the construction of the fence, although Conner, his heirs, or assigns, as hereinabove provided, shall have the right to maintain the fence from the George side provided, however, that such original construction and maintenance shall be done in a fashion so as to not interfere with the reasonable use of the George property or to cause any damage to the George property, and in the event of any such damage it shall immediately be repaired by Conner at Conner's sole expense.

DATED this 23 day of June, 1981.

CONNER DEVELOPMENT COMPANY

By [Signature]

CHARLES H. GEORGE


[Signature]
MARILYN LEE GEORGE

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STATE OF WASHINGTON)
 : ss.
County of King)

On this 22 day of June, 1981, before me personally appeared William M. Conder to me known to be the President of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Jeanette Jones
NOTARY PUBLIC in and for the State of Washington, residing at Bethesda


M-64156

STATE OF WASHINGTON)
 : ss.
County of King)

On this _____ day of _____, 1981, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared CHARLES H. GEORGE and MARILYN LEE GEORGE, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

NOTARY PUBLIC in and for the State of Washington, residing at _____

EXHIBIT "A"

That portion of the south half of the northwest quarter of the southwest quarter and of the north half of the southwest quarter of the southwest quarter of Section 22, Township 26 North, Range 5 East, W.M., King County, Washington, described as follows:

Commencing at the southwest corner of the Plat of Upland Green, Division No. 1, as recorded in Volume 116 of Plats, Pages 74 thru 76, records of King County, Washington; thence south 87°56'47" east 1307.50 feet to the southeast corner of said plat; thence south 2°2'2" west along the east line of the southwest quarter of the southwest quarter of said section 331.24 feet to an existing fence line and a boundary line agreement as recorded under Auditor's File No. 7407250109; thence north 87°50'48" west along said fence line and boundary line agreement 942 feet; thence north 2°7'16" east 209.60 feet; thence north 87°56'47" west 336.00 feet to a point 30 feet east of the west line of said section 22; thence north 2°7'16" east parallel with said west line 116.40 feet to the true point of beginning.

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EXHIBIT "B"

Plat of Upland Green, Division I, as recorded in Volume 116 of Plats, pages 74 thru 76, inclusive, records of King County, Washington; all situate in King County, Washington.

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