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KING COUNTY, WA

DOCUMENT TITLE	Declaration of Protective Covenants, Conditions, Easements & Restrictions of Patrick's Faire
GRANTOR(S)	Patrick's Faire, Inc
GRANTEE(S)	Patrick's Faire, Inc
LEGAL DESCRIPTION	Lots 1 through 155 of Patrick's Faire, per plat recorded in Volume 202 of Plats, Pages 59 through 66, Records of King County Washington
ASSESSOR'S PROPERTY TAX PARCEL NUMBER	2222069002

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Official Copy

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23)

**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
EASEMENTS & RESTRICTIONS OF PATRICK'S FAIRE**

The undersigned (the "Declarants") are the owners in fee simple of the following real property (the "Real Property", which property is herein called "Patrick's Faire")

Lots 1 through 155 of Patrick's Faire, as per plat recorded in Volume 202 of Plats, Pages 59 through 66 , Records of King County Washington

Subject to easements, covenants, conditions, and restrictions of record

Situate in the City of Maple Valley, County of King, State of Washington

The Declarants hereby covenant, agree and declare that all of the Properties and Housing Units constructed on the Properties are and will be held, sold and conveyed subject to this Declaration, which is made for the purpose of enhancing and protecting the value, desirability and attractiveness of the Properties for the benefit of all of the Properties and their owners. The covenants, restrictions, reservations and conditions contained in this Declaration shall run with the land as easements and equitable servitudes, and shall be binding upon the Properties and each portion thereof and all persons owning, purchasing, leasing, subleasing or occupying any Lot on the Properties, and upon their respective heirs, successors and assigns. This Declaration and its exhibits consists of 11 pages, including these title pages but not including the Auditor's Cover page preceding this page

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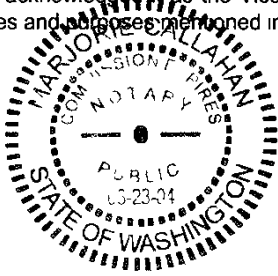
DECLARANT

Patrick's Faire, Inc
a Washington Corporation

By *Michael Miller*
Michael Miller
Its Treasurer

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Michael Miller is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Vice President of Patrick's Faire, Inc to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument



DATED January 11, 2002
Marjorie Callahan
MARJORIE CALLAHAN (Printed name)
Notary Public
My Appointment Expires 8/23/04

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**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
EASEMENTS & RESTRICTIONS**

ARTICLE ONE Definitions

For purposes of the Declaration, Articles of Incorporation and Bylaws of the Association, certain words and phrases have particular meanings, which are as follows

- 1 "ACC" shall mean the Architectural Control Committee, as described in Article Ten, Section Four
- 2 *Reserved* The definition of "adjacent real property" is inapplicable to this Property
- 3 "Articles" shall mean the Association's Articles of Incorporation and any amendments
- 4 "Association" shall mean the homeowner's association formed as a nonprofit corporation for the purpose of administering this Declaration
- 5 "Board" or "Board of Directors" shall mean the Board of Directors of the Association
- 6 "Bylaws" shall mean the Association's Bylaws and any amendments
- 7 "Common Areas" shall mean the property, both real and personal, in which the Association has granted an ownership interest, easement, lease or other right of control, by written instrument or by delineation on the plat
- 8 "Declaration" shall mean this Declaration of Protective Covenants, Conditions and Restrictions
- 9 "Developer" shall mean Patrick's Faire, Inc , a Washington Corporation, or any persons or entities to which it assigns its rights as Developer, or succeeds to its interest
- 10 "Development Period" shall mean the period of time from the date of recording of this Declaration until 180 days after the date upon which 100% of the lots have been conveyed by the Developer or any shorter period, as determined by the Developer A partial delegation of authority by the Developer of any of the management duties described in this Declaration shall not terminate the development period
- 11 "Housing Unit" shall mean the building occupying a Lot
- 12 "Institutional First Mortgagee" or "Mortgagee" shall mean a bank or savings and loan association or established mortgage company, or other entity chartered under federal or state laws, any corporation or insurance company or state or federal agency which holds a first mortgage or deed of trust against a Lot or Housing Unit

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- thereon
- 13 "Lot" shall initially refer to one of the Lots located in the Real Property described herein At such time as additional Adjacent Real Property may be subjected to the Declaration, "Lot" shall include those lots shown on and included in the plat of Adjacent Real Property
- 14 "Member" shall mean every person or entity that holds a membership in the Association
- 15 "Mortgage" shall mean a mortgage or deed of trust encumbering a Lot or other portion of the Properties
- 16 "Owner" shall mean the recorded owner of a Lot, whether one or more persons or entities, but excluding those having such interest merely as security A real estate contract purchaser shall be deemed the Owner
- 17 "Person" shall mean a natural person, a corporation, a partnership, trustee or other legal entity
- 18 "Properties" shall mean the Real Property
- 19 "Sale" or "Sold" shall mean the date upon which ownership of a Lot is transferred from an Owner to another person or entity by recordation of an instrument of transfer such as a deed or real estate contract

ARTICLE TWO RESERVED

This article, which described the method of adding adjacent real property to this Declaration, does not apply to these Properties

ARTICLE THREE Management of Common Areas and Enforcement of Declaration

Section One Development Period During the development period, the Association, the ACC, and all Common Areas shall, for all purposes, be under the management and administration of the Developer During the development period, the Developer shall appoint up to five directors, and may appoint any persons the Developer chooses as directors At the Developer's sole discretion, the Developer may appoint members of the Association to such committees or positions in the Association as the Developer deems appropriate, to serve at the Developer's discretion and may assign such responsibilities, privileges and duties to the members as the Developer determines, for such time as the Developer determines Members appointed by the Developer during the Development Period may be dismissed at the Developer's discretion

Section Two Purpose of Development Period The Developer's control of the Association during the Development Period is established in order to ensure that the Properties and the Association will be adequately administered in the initial phases of development, to ensure an orderly transition of Association operations, and to facilitate the Developer's completion of construction of Housing Units

Section Three Authority of Association After Development Period At the expiration of Developer's management authority the Association shall have the authority and obligation to manage and administer the Common Areas and to enforce this Declaration Such authority shall include all authority provided for in the Association's Articles, Bylaws, rules and regulations and this Declaration The Association shall also have the authority and obligation to manage and administer the activities of the ACC in its responsibilities as described in Article Ten, Section Five

Section Four Delegation of Authority The Board of Directors or the Developer may delegate any of its managerial duties, powers, or functions to any person, firm, or corporation The Board and the Developer shall not be liable for any breach of duty, negligence, omission, intentional act or improper exercise by a person who is delegated any duty, power or function by the Board of Directors or the Developer

ARTICLE FOUR Membership

Every person or entity who is an Owner of any Lot agrees to be a Member of the Association by acceptance of a deed for such Lot Membership may not be separated from ownership of any Lot All Members shall have rights and duties as specified in this Declaration, and in the Articles and Bylaws of the Association

ARTICLE FIVE Voting Rights

Members shall be entitled to one vote for each Lot owned No more than one vote be cast with respect to any Lot The voting rights of any Member may be suspended as provided in the Declaration, or the Articles or Bylaws of the Association Members' votes may be solicited and tabulated by mail or facsimile

ARTICLE SIX Property Rights in Common Areas

The Association shall have the right and obligation to maintain improvements, vegetation, signage and utilities in and on the Common Areas, subject to any restrictions delineated on the Plat of the Properties The Association shall have the exclusive right to use and manage the Common Areas in a manner consistent with the Plat, this Declaration, the Articles and the Bylaws of the Association

ARTICLE SEVEN Maintenance and Common Expenses

Section One Standard of Maintenance - Common Areas The Association shall maintain the Common Areas in a manner consistent with good building and nursery practices, in compliance with all applicable codes and regulations Common Areas include

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- 1 Entry Tracts I, J, K and L and monuments thereon
- 2 Landscaping, irrigation and street trees planted within and/or abutting the private and public tracts within the plat of Patrick's Faire shall be owned and maintained by the Patrick's Faire Homeowners' Association. The Patrick's Faire Homeowners' Association shall maintain the landscaping, street trees and irrigation system within the SE 244th Street right of way frontage to the Patrick's Faire Community as well as the planter island within the SE 244th Street right of way and the SE 244th Street side of the wood fence on the back of lots 1-22, the inside of this fence will be maintained by the abutting lot owner
- 3 Tract G Recreation Area Tract
- 4 All Pedestrian Path Easements conveyed on the face of the plat of Patrick's Faire
- 5 The planter island within the 236th Avenue SE cul de sac will be maintained by lots 108, 109, 110, 111 and 112

Section Two Standard of Maintenance - Lots and Planting Strips Each Lot Owner hereby covenants and agrees to maintain his respective Lot including as a part of said Lot the maintaining, repairing, and replacing of the Planting Strip & Street Tree landscaping located within the right-of-way adjacent to the Owner's respective Lot and the Housing Unit located thereon in the same condition as a reasonably prudent homeowner would maintain his own home so that the Real Property will reflect a high pride of ownership. Each Lot Owner shall perform at the Lot Owner's expense the maintenance and upkeep of any fencing, drainage swales and/or underground drain lines and catch basins installed on their Lot.

Section Three Remedies for Failure to Maintain If any Lot Owner shall fail to conduct maintenance on his Lot or the exterior of the Housing Unit located thereon, or fails to maintain the Lot and the exterior of the Housing Unit in the same condition as a reasonably prudent homeowner, or in a manner which preserves the drainage for other Lots, the Association shall notify the Lot Owner in writing of the maintenance required. If the maintenance is not performed within thirty (30) days of the date notice is delivered, the Association shall have the right to provide such maintenance, and to levy an assessment against the non-performing Lot Owner and its Lot for the cost of providing the maintenance. The assessment shall constitute a lien against the Lot owned by the non-performing Lot Owner and may be collected and foreclosed in the same manner as any other delinquent monthly or special assessment. The Association shall have all remedies for collection as provided in Article Nine of the Declaration. In the event that emergency repairs are needed to correct a condition on a Lot which poses a substantial risk of injury or significant property damage to others, the Association may immediately perform such repairs as may be necessary after the Association has attempted to give notice to the Lot Owner of the repairs necessary. Such notice in emergency circumstances shall be sufficient if attempted orally or in writing immediately prior to the Association's undertaking the necessary repairs. Emergency repairs performed by the Association, if not paid for by the Lot Owner, may be collected by the Association in the manner provided for herein notwithstanding the failure of the Association to give the Lot Owner the thirty (30) day notice.

Section Four Common Expenses The Association shall perform such work as is necessary to carry out the duties described in this Declaration, and shall delegate the responsibility for management and supervision of such work to the Board, the ACC or to a manager or agent hired by the Board for the purpose of such management and supervision. Expenses for such work shall be paid by the Association for the benefit of all Lot Owners and shall be referred to as

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Common Expenses The Common Expenses shall be paid by the Association from funds collected from assessments paid by Lot Owners The Common Expenses shall include, but shall not be limited to, the following

- 1 The real property taxes levied upon the Association for the Common Areas,
- 2 The cost of maintaining all required insurance coverage and fidelity bonds on any Common Areas, and for directors and officers of the Association and the ACC,
- 3 The cost of maintaining, repairing and replacing all Common Area improvements, including, but not limited to, signs, lights, fences, walls, play structures, benches, picnic tables, open space tracts, mail boxes, plantings and landscaping (if not maintained by the City of Maple Valley or abutting property owner), and drainage and irrigation systems, monuments,
- 4 The cost of maintaining landscaped entries, street borders, parking strips or pedestrian paths in which the Association holds an easement,
- 5 The cost of maintaining repairing and replacing street lights (f not maintained by applicable governmental jurisdictions),
- 6 Any other expense which shall be designated as a Common Expense in the Declaration, in its Exhibits, or from time to time by the Association

ARTICLE EIGHT Assessments

Section One Initial Contribution, Annual Assessments Each Lot owner, at the time of purchase of their lot, shall make a start-up contribution to the Association in the amount of \$250 00 At the time of the Incorporation of the Association there are no annual assessments Annual assessments may be assessed by the board following the procedure set forth in section three of this article The Developer shall be exempt from the initial contribution during the development period

Section Two Types of Assessments Each Lot shall be subject to monthly or annual assessments or charges, and certain special assessments, in an amount to be determined by the Association

Section Three Determination of Amount The Board of Directors of the Association shall determine the amount of assessments necessary to pay Common Expenses The amount of assessments may be increased or decreased periodically as may be necessary to provide for payment of the Common Expenses The amount of such assessments shall be equal for all Lots There shall be no assessment for Lots owned by Developer, without the consent of the Developer The Association may create and maintain from assessments a reserve fund for replacement of those Common Area improvements that can reasonably be expected to require maintenance or replacement Written notice of all assessments shall be given to each Owner If the Board fails to fix an assessment for a fiscal year, the assessment shall be automatically continued at the sum previously set by the Board until such time as the Board acts

Section Four Certificate of Payment The Association shall, upon written demand, furnish a certificate in writing setting forth whether the assessment on a specified Lot has been paid. A reasonable charge may be made for the issuance of the certificate. Such certificate shall be conclusive evidence of payment of any assessment stated to have been paid.

Section Five Special Assessments In addition to the assessments authorized above, the Association, by its Board of Directors may levy, in any year, a special assessment applicable to that year only, for the purpose of defraying the cost of any construction or reconstruction, unexpected repair or replacement of facilities in the Common Areas. However, the Developer shall not be obligated to pay any special assessments on Lots owned by the Developer. Assessments may be made based upon the estimated cost of such work, prior to the work's commencement, provided such estimate has been provided by a contractor retained by the Board for the purpose of such estimate. All special assessments for construction of new facilities or acquisition of new equipment, which is not for the upgrade, repair or replacement of existing construction or equipment, shall require approval of two-thirds the Members.

Section Six Reserved The provisions related to additional real property do not apply.

Section Seven Fines Treated as Special Assessments Any fines levied by the Association pursuant to RCW Chapter 64.38 (or successor statute authorizing the imposition of fines) shall be treated as a special assessment of the Owner fined, and may be collected by the Association in the manner described in Article Nine.

ARTICLE NINE Collection of Assessments

Section One Lien - Personal Obligation All assessments, together with interest and the cost of collection shall be a continuing lien upon the Lot against which each such assessment is made. The lien shall have all the incidents of a mortgage on real property. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time the assessment was due. No Owner may waive or otherwise avoid liability for assessments by non-use of the Common Areas or abandonment of the Lot.

Section Two Delinquency If any assessment is not paid within thirty (30) days after its due date, the assessment shall bear interest from said date at twelve percent (12%), or, in the event that twelve percent (12%) exceeds the maximum amount of interest that can be charged by law, then the highest permissible rate as provided for the law. A late charge of five percent (5%) of the amount overdue shall be charged for any payment more than ten (10) days past due. Each Member hereby expressly grants to the Association, or its agents, the authority to bring all actions against each Member personally for the collection of such assessments as a debt and to enforce lien rights of the Association by all methods for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage of real property, and such Member hereby expressly grants to the Association the power of sale in connection with such liens. The liens provided for in this section shall be in favor of the Association, and shall be for the benefit of the Association. The Association shall have the power to bid at a foreclosure sale and to acquire, hold, lease, mortgage and convey any Lot obtained by the Association.

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Section Three Suspension of Voting Rights In the event any Member shall be in arrears in the payment of the assessments due or shall be in default of the performance of any of the terms of the Articles and Bylaws of the Association, the rules or regulations adopted by the Association, or the Declaration for a period of thirty (30) days, the Member's right to vote shall be suspended and shall remain suspended until all payments are brought current and all defaults remedied. In addition, the Association shall have such other remedies against such delinquent Members as may be provided in the Articles, Bylaws or Declaration.

Section Four Commencement of Assessments The assessments may commence as to each Lot (except Lots owned by the Developer) upon the initial conveyance of the Lot. The first assessment on any Lot shall be adjusted according to the number of days remaining in the month. At the time of each initial sale, the Developer may collect from each Purchaser an amount equal to one year's assessment for the Association, to be placed in the Association's account. Any interest earned by the Association on assessments held by it shall be to the benefit of the Association.

Section Five Enforcement of Assessments The Board may take such action as is necessary, including the institution of legal proceedings, to enforce the provisions of this Article. In the event the Board begins an action to enforce any such rights, the prevailing party shall be entitled to its attorney's fees, costs and expenses incurred in the course of such enforcement action as provided in Article Seventeen, Section Five.

ARTICLE TEN Building, Use and Architectural Restrictions

Section One Development Period The Developer hereby reserves the right to exercise any and all powers and controls herein given to the Board of Directors, the ACC or its authorized representative in this Article of the Declaration, during the Development Period. This reserved right shall automatically terminate at the end of the Development Period, or when the reserved right is relinquished to the Board of Directors or the ACC of the Association.

Section Two Authority of ACC After Development At the expiration of the Developer's management authority, the ACC shall have the authority and obligation to manage and administer the review of building plans, specifications and plot plans and such other submissions as described in Section Five herein, and to enforce these covenants, conditions and restrictions. Such authority shall include all authority provided for the ACC in the Association's Articles, Bylaws, Rules and Regulations, as initially adopted, or as amended, and all the authority granted to the ACC by this Declaration.

Section Three Delegation of Authority of ACC The ACC or the Developer may delegate any of its duties, powers, or functions described in this Article to any person, firm, or corporation.

Section Four Appointment of ACC The Board shall appoint the members of the ACC. There shall be three members of the ACC, chosen in the manner described in the Articles and Bylaws of the Association. If the Board fails to appoint the members of the ACC, or the members of the ACC resign and no replacements assume the office, the Board shall act as the ACC until members of the ACC are appointed and take office.

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Section Five Approval by ACC Required Except as to construction, alteration, or improvements performed by the Developer, no construction activity of any type including clearing and grading, cutting or transplanting of significant natural vegetation may begin on a Lot or Common Area and no building, structure, fence or other improvement shall be erected, placed or altered on any Lot or Common Area until, at a minimum, the building plans, specifications, plot plans, and landscape plan showing the nature, kind, shape, height, materials, exterior color and location of such building, structure or other improvements have been submitted and approved in writing by the ACC or its authorized representative as to harmony of exterior design and location in relation to and its effect upon surrounding structures and topography Further, no fences, hedges or walls shall be erected or altered and no significant exterior changes shall be made to any building including, but not limited to, exterior color changes, additions or alterations until such written approval shall have been obtained

- 1 Time Limits If the ACC or its authorized representative shall fail to notify the Owner of its action for a period of thirty (30) days following the date of the submission of the required information to the ACC, or its authorized representative, the Owner may proceed with the proposed work notwithstanding the lack of written approval by the ACC or its authorized representative The required information shall be considered submitted to the ACC upon personal delivery of a complete set of all required information to the person designated to receive such items by the ACC, or by mail three days after deposit in the U S Mail, postage prepaid, certified, return receipt requested, to the ACC in care of the Board of Directors of the Association at the address designated in the most recent notice of assessment issued by the Board, or at such other address as is designated by the Board by written notice to the Members
- 2 Guidelines The ACC may adopt and amend, subject to approval by the Board, written guidelines to be applied in its review of plans and specifications, in order to further the intent and purpose of this Declaration and any other covenants or restrictions covering Real Property If such guidelines are adopted, they shall be available to all interested parties upon request
- 3 Meetings The ACC shall meet as is necessary to review any plans or specifications provided pursuant to this Section, and shall keep and maintain a record of all actions taken at meetings or otherwise
- 4 No Waiver Approval by the ACC of any plans, drawings or specifications shall not be a waiver of the right to withhold approval of any similar plan, drawing, specification or matter submitted for approval
- 5 Consultation The ACC may retain and consult persons or entities to assist in the evaluation of plans submitted to the Board for review
- 6 Appeals After the Development Period, the Board shall serve as an appellate panel to review decisions of the ACC upon request of a party aggrieved by the ACC's decision The Board shall provide, through rules and regulations, a procedure by which decisions of the ACC may be appealed to the Board The

Board may choose, in its discretion, to limit the scope of such appeals and provide time limitations for appeals to be made to the Board

- 7 Enforcement The ACC may recommend and request that the Board initiate legal proceedings to enforce the terms of these covenants or orders of the ACC. Legal proceedings may only be instituted, however, after approval of the Board
- 8 No Liability The ACC, its agents and consultants shall not be liable to the Association, its members, to any Owner or to any other person for any damage, loss or prejudice resulting from any action or failure to act on a matter submitted to the ACC for determination, or for failure of the ACC to approve any matter submitted to the ACC. The ACC shall not be liable for any damage, loss or prejudice resulting from any action by a person who is delegated a duty, power or function by the ACC
- 9 Fees The ACC may charge a fee for the review of any matter submitted to it. Any fee schedule adopted by the ACC must be approved by the Board

Section Six Temporary Structures Prohibited No basement, tent, shack, garage, barn or other outbuilding or buildings or any structure of a temporary or moveable character erected or placed on the Properties shall at any time be used as living quarters except as specifically authorized by the ACC

Section Seven Nuisances No noxious or undesirable thing, activity or use of any Lot in the Properties shall be permitted or maintained. If the ACC shall determine that a thing or use of property is undesirable or noxious, such determination shall be conclusive. The ACC may recommend and the Board may direct that steps be taken as is reasonably necessary, including the institution of legal action or the imposition of fines in the manner authorized by RCW Chapter 64 38, to abate any activity, remove anything or terminate any use of property which is determined by the ACC or described in this Declaration to constitute a nuisance

Section Eight Limitation on Animals No animal, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except cats, dogs, birds or fish may be kept if they are not kept, bred or maintained for any commercial purpose, and they shall not be kept in numbers or under conditions reasonably objectionable in a closely built-up residential community. Animals shall not be allowed to roam loose outside the limits of any Lot on which they are kept. Any dogs must be kept so as to minimize excessive noise from barking or otherwise shall be considered a nuisance according to the terms of this Declaration

Section Nine Limitation on Signs No sign of any kind shall be displayed to public view on any Lot, except one sign, not to exceed 24 inches by 24 inches, advertising the Lot (where posted) for sale or rent by the Owner, or the Owner's agent. In addition to other rights reserved to the Developer in the Declaration, the Developer hereby reserves for itself so long as it owns any Lot, the right to maintain upon the property such signs as in the opinion of the Developer are required, convenient or incidental to the merchandising and sale of the Lots. All other signs except as described above shall only be displayed to public view after written approval of the ACC, its authorized representative, or the Developer

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Section Ten Completion of Construction Projects The work of construction of all building and structures shall be pursued diligently and continuously from commencement of construction until the structures are fully completed and painted. All structures shall be completed as to external appearance, including finish painting, within eight months of the date of commencement of construction, except such construction as is performed by the Developer, which shall be exempt from the limitations contained in this Section. Front yard landscaping must be completed within 90 days of completion of a Housing Unit, and rear yard landscaping must be completed within one year of completion of a Housing Unit. Except with the approval of the ACC, no person shall reside on the premises of any lot until such time as the improvements to be erected thereon in accordance with the plans and specifications approved by the Board have been completed.

Section Eleven Unsightly Conditions No unsightly conditions shall be permitted to exist on any Lot. Unsightly conditions shall include, without limitation, laundry hanging or exposed in view for drying, litter, trash, junk or other debris, inappropriate, broken or damaged furniture or plants, nondecorative gear, equipment, cans, bottles, ladders, trash barrels and other such items, and no awnings, air conditioning units, heat pumps or other projections shall be placed on the exterior walls of any Housing Unit unless prior written approval shall have been obtained from the ACC.

Section Twelve Antennas, Satellite Reception Satellite dishes of no more than one meter in diameter or diagonal measurement are permitted on the Properties with ACC approval of the location of the satellite dish in the manner described in Article Ten, Section Five. Except as provided above, no radio or television antenna or transmitting tower or satellite dish shall be erected on the exterior of any home without approval of the ACC obtained pursuant to Article Ten, Section Five, and a showing by the Owner that such installation will be visually shielded from most of the view of the residents traveling upon streets located on the Properties.

Section Thirteen Setbacks No building shall be located on any Lot nearer to the front lot line or nearer to the side street than the minimum building setback lines adopted by the governmental authority with jurisdiction over the Properties.

Section Fourteen Roofs The roofing on all buildings shall be an architectural composition roof with at least a 25-year life. More than one type of material may be approved by the ACC or its authorized representatives.

Section Fifteen Fences, Walls In order to preserve the aesthetics of the Properties, no fence, wall or hedge shall be erected or placed on any Lot unless prior written approval has been obtained from the ACC. The design and color of any fence on the properties shall be constructed according to the standard fence detail. See Exhibit A.

Section Sixteen Residential Use Only, Home Businesses Limited Except for Developer's temporary sales, construction offices and model homes, no Lot shall be used for other than one detached single-family dwelling with driveway parking for not more than three cars. A trade, craft business, commercial or business or commercial activity ("Home Business") may be conducted or carried on within any building located on a Lot, provided that any goods, materials or supplies used in connection with any trade, service or business, wherever the same may be conducted, be kept or stored inside any building on any Lot and that they not be visible from the exterior of the home, nor shall any goods, used for private purposes and not for trade or business be kept or stored outside any building on any Lot. The provisions of this Section shall permit such Home

Businesses to the extent permitted by applicable zoning laws and other government laws, regulations, rules and ordinances. Nothing in this Section shall permit (1) the use of a Lot for a purpose which violates law, regulations, rules or applicable zoning codes, or (2) Home Business activities that cause a significant increase in neighborhood traffic, or (3) modification of the exterior of the home. The Association may, from time to time, promulgate rules restricting the activities of Home Businesses located on the Properties pursuant to the authority granted to the Association under these Covenants, the Bylaws, and RCW Chapter 64.38.

Section Seventeen Underground Utilities Required Except for any facilities or equipment provided by the Developer or any utility, all electrical service, telephone lines and other outdoor utility lines shall be placed underground.

Section Eighteen Additional Restrictions (Minimum Floor Area) The floor area of the main house structure, excluding open porches and garages shall not be less than (1) 1400 square feet for a dwelling containing a single level, and (2) 1500 square feet for a dwelling containing two levels.

Section Nineteen Enforcement The Association, or the Developer during the Development Period, may, but is not required to, take any action to enforce the provisions of the Declaration available to it under law, including but not limited to imposition of fines as authorized by RCW Chapter 64.38, specific performance, injunctive relief, and damages. Any Member may also enforce the terms of this Article (although a Member may not impose a fine as authorized by RCW Chapter 64.38), but the Member must first obtain an order from a court of competent jurisdiction entitling the Member to relief. In the event that a Member takes action to enforce the terms of this Article, the Association shall not be in any way obligated to join in such action, or pay any of the attorney's fees, costs and expenses incurred in such action.

ARTICLE ELEVEN Easements

Section One Easement for Encroachments Each Lot is, and the Common Areas are, subject to an easement for encroachments created by construction settlement and overhangs as designed or constructed by the Developer, and to a valid easement for encroachments and for maintenance of the same as long as the improvements remain.

Section Two Easements on Exterior Lot Lines In addition to easements reserved on any plat of the Properties or shown by instrument of record, easements for private storm drainage are reserved for the Developer or its assigns, over a 2.5-foot wide strip along each side of the interior Lot lines, and five feet over the rear and front of each Lot, and over, under, and on the Common Areas. Within all of the easements, no structure, planting or fill material shall be placed or permitted to remain which may, in the opinion of the Board or ACC, damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through drainage channels and the easements. The easement area of each Lot and all improvements within it shall be maintained by all lots deriving benefit from said easement, except those improvements for which a public authority, utility company or the Association is responsible.

Section Three Association's Easement of Access The Association, the ACC, and its

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agents shall have an easement for access to each Lot and to the exterior of any building located thereon during reasonable hours as may be necessary for the following purposes (a)cleaning, maintenance, or repair of any home or Lot as provided in Article Seven, Section Three of this Declaration, (b) repair, replacement or improvement of any Common Area accessible from that Lot, (c) emergency repairs necessary to prevent damage to the Common Areas or to another Lot, or to the improvements thereon, (d) cleaning, maintenance, repair or restoration work which the Owner is required to do but has failed or refused to do, and (e)all acts necessary to enforce these Covenants

Section Four Easement for Developer Developer shall have an easement across all Common Areas for ingress, egress, storage and placement of equipment and materials, and other actions necessary or related to the development or maintenance of the Real Property

ARTICLE TWELVE Mortgage Protection

Section One Mortgagees Notwithstanding and prevailing over any other provisions of the Declaration, the Association's Articles of Incorporation or Bylaws, or any rules, regulations or management agreements, the following provisions shall apply to and benefit each Institutional First Mortgagee ("Mortgagee") which holds a Mortgage given for the purpose of obtaining funds for the construction or purchase of a Housing Unit on any Lot or the improvement of any Lot

Section Two Liability Limited The Mortgagee entitled to the protection hereof shall not in any case or manner be personally liable for the payment of any assessment or charge, nor for the observance or performance of any covenant, restriction, regulation, rule, Association Article of Incorporation or Bylaw, or management agreement, except for those matters which are enforceable by injunctive or other equitable relief, not requiring the payment of money, except as hereinafter provided

Section Three Mortgagee's Rights During Foreclosure During the pendency of any proceeding to foreclose the Mortgage, the Mortgagee or the receiver, if any, may exercise any or all of the rights and privileges of the Owner of the mortgaged Lot, including but not limited to the right to vote as a Member of the Association to the exclusion of the Owner's exercise of such rights and privileges

Section Four Acquisition of Lot by Mortgagee At such time as the Mortgagee shall become entitled to possession of the Lot, the Mortgagee shall be subject to all of the terms and conditions of the Declaration, and the Articles, Bylaws, rules and regulations of the Association, including but not limited to the obligation to pay for all assessments and charges accruing thereafter, in the same manner as any Owner, provided, however, the Mortgagee shall acquire the title to said Lot free and clear of any lien authorized by or arising out of any provisions of the Declaration which secure the payment of any assessment for charges accrued prior to the date the Mortgagee became entitled to possession of the Lot

Section Five Reallocation of Unpaid Assessment If it is deemed necessary by the Association, any unpaid assessment against a Housing Unit foreclosed against may be treated as a common expense of other Lots Any such unpaid assessment shall continue to exist as a personal obligation of the defaulting Owner of the respective Lot to the Association

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Section Six Subordination The liens for assessments provided for in this instrument shall be subordinate to the lien of any Mortgage, or other security interest placed upon a Lot or Housing Unit as a construction loan security interest or as a purchase price security interest, and the Association will, upon demand, execute a written subordination document to confirm the particular superior security interest

Section Seven Mortgagee's Rights Any Mortgagee shall have the right on request therefor to (a) inspect the books and records of the Association during normal business hours, (b) receive an annual audited financial statement of the association within (90) days following the end of any fiscal year, and (c) receive written notice of all meetings of the Association and designate a representative to attend all such meeting

Section Eight Limitation on Abandonment of Common Areas The Association shall not, without the prior written approval of sixty-seven percent (67%) of the Mortgagees, seek to abandon the Common Areas for reasons other than substantial destruction or condemnation of the property

Section Nine Notice If such notice has been requested in writing, Mortgagees shall be entitled to timely written notice of (a) substantial damage or destruction of any Housing Unit or any part of the Common Areas or facilities, (b) any condemnation or eminent domain proceedings involving any Housing Units or any portion of Common Areas or facilities, (c) any default under this Declaration or the Articles, Bylaws or rules and regulations of the Association by an Owner of any Housing Unit on which it holds the mortgage which is not cured within thirty (30) days, (d) any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any Housing Unit on which it holds the mortgage, (e) ten (10) days' prior written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, and (f) any proposed action that requires the consent of a specific percentage of Mortgagees

ARTICLE THIRTEEN Management Contracts

Each Member hereby agrees that the Association and the ACC may enter into agreements for the performance of any or all of the functions of the Association and the ACC with such persons or entities as the Association deems appropriate, however, any agreement for professional management of the Properties, or any other contract providing for services by the Developer must provide for termination by either party without cause after reasonable notice

ARTICLE FOURTEEN Insurance

Section One Coverage The Association may purchase as a Common Area Expense and shall have authority to and may obtain insurance for the Common Areas against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement value in the event of damage or destruction. It may also obtain a comprehensive public liability policy covering the Common Areas. The comprehensive public liability coverage shall be in an amount to be determined by the Association. It may also obtain insurance to cover the Board, the ACC, its

agents and employees from any action brought against them arising out of actions taken in furtherance of the Association's duties under this Declaration

Following the development period, all such insurance coverage shall be written in the name of the Association as trustee for each of the Members of the Association. The Association shall review the adequacy of the Association's insurance coverage at least annually. All policies shall include a standard mortgagee's clause and shall provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days prior written notice to any and all insured named therein, including Owners and Institutional First Mortgagees that have requested notice.

Section Two Replacement, Repair After Loss In the event of the damage or destruction of the Common Areas covered by insurance written in the name of the Association, the Association may, upon receipt of the insurance proceeds, and to the extent of such proceeds contract to rebuild or repair such damaged or destroyed portions of the Common Areas to as good a condition as they were when the loss occurred, provided, however, that the Association's election not to rebuild the Common Areas shall require the approval of two-thirds (2/3) of the Association. The Association may in its sole discretion contract with any contractor for reconstruction or rebuilding of such destroyed portions of the Common Areas.

ARTICLE FIFTEEN Rules and Regulations

The Association and/or its Board of Directors is hereby authorized and empowered to adopt rules and regulations governing the use of the Properties and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof, in the manner described by RCW Chapter 64 38, the Bylaws and any resolutions passed by the Board. All Lot Owners shall be given written notice of the rules and regulations in the manner required by RCW Chapter 64 38.

ARTICLE SIXTEEN Remedies and Waiver

Section One Remedies Not Limited The remedies provided herein, including those for collection of any assessment or other charge or claim against any Member, for and on behalf of the Association, the ACC, or Developer, are in addition to, and not in limitation of, any other remedies provided by law.

Section Two No Waiver The failure of the Association, the ACC, the Developer or of any of their duly authorized agents or any of the Owners to insist upon the strict performance of or compliance with the Declaration or any of the Articles, Bylaws or rules or regulations of the Association, or to exercise any right or option contained therein, or to serve any notice or to institute any action or summary proceedings, shall not be construed as a waiver or relinquishment of such right for the future, but such right to enforce any of the provisions of the Declaration or of the Articles, Bylaws or rules or regulations of the Association shall continue and remain in full force and effect. No waiver of any provision of the Declaration or of the Articles, Bylaws, rules or regulations of the Association shall be deemed to have been made, either expressly or implied, unless such waiver shall be in writing and signed by the Board of Directors of the Association pursuant to authority contained in a resolution of the Board of Directors.

ARTICLE SEVENTEEN General Provisions

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Section One Singular and Plural The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed

Section Two Severability The invalidity of any one or more phrases, sentences, clauses, paragraphs or sections hereof shall not affect the remaining portions of this Declaration or any part hereof, all of which are inserted conditionally on their being held valid in law and in the event that one or more of the phrases, sentences, clauses, paragraphs or sections contained herein should be invalid, this Declaration shall be construed as if such invalid phrase, sentence, clause, paragraph, or section had not been inserted

Section Three Duration These covenants, restrictions, reservations and conditions shall remain in full force and effect for a period of twenty (20) years from the date hereof. Thereafter, they shall be deemed to have been renewed for successive terms of ten (10) years, unless revoked or amended as herein provided

Section Four Perpetuities In the event that any provision of this Declaration violates the rule against perpetuities, such provision shall be construed as being void and of no effect as of twenty-one (21) years after the death of the last surviving incorporator of the Association, or twenty-one (21) years after the death of the last survivor of all of the said incorporators' children and grandchildren who shall be living at the time this instrument is executed, whichever is later

Section Five Attorney's Fees, Costs and Expenses In the event the Association or a Member employs an attorney to enforce any provision of the Declaration, the Articles, Bylaws of the Association, or rules and regulations adopted by the Association, the prevailing party in any action for enforcement shall be entitled to the award of reasonable attorney's fees, costs and all expenses incurred in the action, whether determined by judgment, arbitration or settlement

Section Six Method of Notice Any notice required by the Declaration or the Articles or Bylaws of the Association or the rules and regulations adopted by the Association shall be deemed properly given when personally delivered, deposited in the United States mail, postage prepaid, or when transmitted by facsimile

Section Seven Enforcement of Declaration This Declaration may be enforced by the Association, the Developer or the Owner of any lot. Such enforcement may include the institution of legal proceedings to enforce compliance with or specific performance of any of the covenants or restrictions contained in this Declaration, rules and regulations adopted by the Association, or the provisions of the Articles or Bylaws of the Association

Section Eight Successors and Assigns This Declaration binds and is for the benefit of the heirs, successors and assigns of Declarant, the Developer, the Members and the Owners

Section Nine Exhibits All exhibits referred to in this Declaration are incorporated within it

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ARTICLE EIGHTEEN Amendment and Revocation

Section One Exclusive Method This instrument may be amended, and partially or completely revoked only as herein provided or otherwise provided by law

Section Two Amendment by Developer During the Development Period, the Developer may amend this instrument to add Additional Real Property and to comply with the requirements of the Federal National Mortgage Association, Government National Mortgage Association, Veterans Administration or Federal Home Loan Mortgage Corporation by recording an acknowledged document setting forth specifically the provisions amending this instrument

Section Three Voting This Declaration may be amended at any annual meeting of the Association, or at a special meeting called for such purpose, if sixty-seven percent (67%) or more of the Owners vote for such amendment, or without such meeting if all Owners are notified in writing of such amendment, and if sixty-seven percent (67%) or more of the Owners vote for such amendment by written ballot. Notice of any proposed amendment shall be given to all Owners not less than ten (10) days prior to the date of the annual meeting or of any special meeting at which the proposed amendment shall be considered. Notwithstanding any of the foregoing, fiftyone percent (51%) of all Institutional First Mortgagees who have requested notification of amendments must give prior written approval to any material amendment to the Declaration or Bylaws, including any of the following

- 1 Voting rights,
- 2 Assessments, assessment liens and subordination of such liens,
- 3 Reserves for maintenance, repair and replacement of Common Areas,
- 4 Insurance or fidelity bonds,
- 5 Responsibility for maintenance and repair,
- 6 Contraction of the project or the withdrawal of property from the Properties,
- 7 The boundaries of any Lot,
- 8 Leasing of Housing Units other than as set forth herein,
- 9 Imposition of any restrictions on the right of an Owner to sell or transfer his or her Lot,
- 10 Any decision by the Association to establish self-management when professional management had been required previously by an Institutional First Mortgagee,

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- 11 Restoration or repair (after hazard damage or partial condemnation) in a manner other than that specified in this Declaration
- 12 Any action to terminate the legal status of the Properties after substantial destruction or condemnation occurs, or
- 13 Any provisions which are for the express benefit of Institutional First Mortgagees

Section Four Effective Date Amendments shall take effect only upon recording with the Recorder or Auditor of the county in which this Declaration is recorded

Section Five Protection of Developer For such time as Developer shall own Lots located in the Properties there shall be no amendments to the Declaration, the Articles of Incorporation, the Bylaws of the Association, or any Rules and Regulations adopted by the Association which

- 1 Discriminate or tend to discriminate against the Developer's rights
- 2 Change Article I ("Definitions") in a manner which alters the Developer's right or status
- 3 Alter the character and rights of membership or the rights of the Developer as set forth in Article III
- 4 Alter its rights as set forth in Article X relating to architectural controls
- 5 Alter the basis for assessments, or the Developer's exemption from assessments
- 6 Alter the number or selection of Directors as established in the Bylaws
- 7 Alter the Developer's rights as they appear under this Article

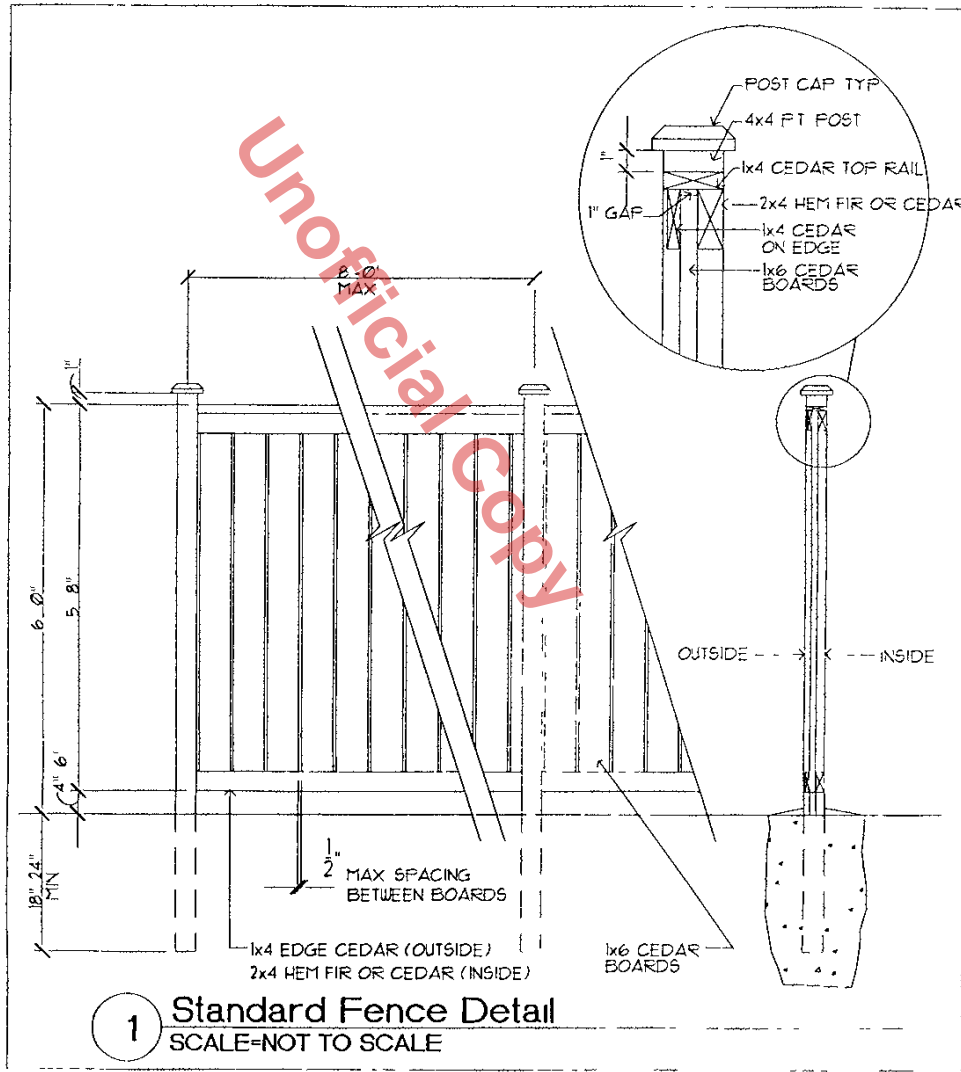
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EXHIBIT A

TYP

1/14/01



STAIN SPECS: Fence to be left natural or stained with Rodda Paint - Rural Manor (1/2 cedar; 1/2 clear) semi-transparent

EXHIBIT B

**TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
EASEMENTS & RESTRICTIONS OF PATRICK'S FAIRE**

ARTICLE TEN Building, Use and Architectural Restrictions

Section Twenty Limitation on Storage of Vehicles – Temporary Permits for RVs

Except as hereinafter expressly provided, the Lots, Common Areas and/or streets located on the Properties shall not be used for the storage and/or overnight parking of any vehicle other than private family automobiles, trucks, motorcycles and commercial vehicles operated by a person residing at the Lot (provided that such commercial vehicles contain a single rear axle) Boats, boat trailers, house trailers, campers, trucks, trucks with a camper, or other recreational vehicles or similar object may not be stored and/or parked overnight on any part of the Properties, except as specified herein No inoperable vehicles of any kind shall be parked, stored, maintained, or constructed on any lot or street unless stored in a garage

Notwithstanding the foregoing, Lot Owners who have guests visiting them intending to stay in a camper, trailer, or other form of recreational vehicle, may secure written permission from the ACC for guests to park a vehicle upon the Lot or the public street adjacent to a Lot for a period of up to 72 hours, and not to exceed two weeks in any calendar year The privilege shall only exist, however, after the written permission has been obtained from the ACC or its authorized representative A Lot Owner that stores a recreation vehicle off-site may park the vehicle on the driveway, other unscreened area or on the street for 48 hours for the purpose of preparing for departure or upon return, to facilitate preparation and return from travel

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