

TWIN LAKES NO. 1
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this 22nd day of December, 1965 by INVESTORS INSURANCE AGENCY, INC., a Washington corporation, individually and as Trustee for SHERWOOD DEVELOPMENT CO., a Washington corporation, hereinafter referred to as "Developer,"

WITNESSETH:

WHEREAS, Developer is the owner of certain real property described as Twin Lakes No. 1, as recorded In Volume 77 of Plats, pages 35 and 36, records of King County;

AND WHEREAS, Developer will convey the said properties, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth;

NOW, THEREFORE, Developer hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, reservations, charges, liens, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements, restrictions, reservations, charges, liens, covenants and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or Interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "The Association" shall mean TWIN LAKES HOME OWNERS' ASSOCIATION, INC., its successors and assigns.

Section 2. "Developer shall mean INVESTORS INSURANCE INC., individually and as Trustee for SHERWOOD DEVELOPMENT CO., and any successors or assigns engaged In land development and/or wholesale land sale activities which are the same as, or similar to, those of SHERWOOD DEVELOPMENT CO.

Section 3. "Trustee" shall mean the Bank of California, N.A., or any successor Trustee.

Section 4. "Properties" shall mean that certain real property hereinbefore described, and additions thereto as are subject to this declaration or any supplemental declaration.

Section 5. "Common Properties" shall mean all real property owned by the Trustee or the Association for the common use and enjoyment of the members of the Association and shall not include any streets or other areas dedicated to public use.

(The common properties for Twin Lakes No. 1 are particularly described as Lots, 34, 35, 48 through 51, Inclusive, Tract "A" and Tract "B" lying southerly of Lot 33 (which 1 0-foot wide portion has been added to Lot 33), of the Plat of Twin Lakes No. 1, as recorded in Volume 77 of Plats, pages 36 and 36, records of King County.)

Section 6. "Lot" shall mean any plot of land shown upon any recorded subdivision map of the properties with the exception of the common properties and properties to be used for shopping center and professional office complex development and for churches and church purposes.

Section 7. "Member shall mean every person or entity holds membership in the Association as provided in Article IV hereof.

Section 8. "Owner shall mean the record owner, whether one or more persons or entitles and specifically including the Developer, of a fee simple title to any lot or lots which are a part of the properties, but shah not include a contract seller or a mortgagee.

Section 9. The term "real estate contract" shall not include an earnest money receipt and agreement and the terms "contract seller and "contract purchaser shall not include the parties to any such earnest money receipt and agreement.

Section 10. The term "development period" shall mean that period of time from the date of recording of this declaration until the date on which seventy percent (70%) of the properties now or hereafter platted on the property described in Exhibit "A" attached hereto, have been sold by Developer, or until such earlier date as may be agreed upon by the Federal Housing Authority and Developer.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this declaration is located in King County, Washington, and is described as:

Twin Lakes No. 1, as recorded in Volume 77 of Plats, pages 35 and 36, records of King County,

all of which property shall hereinafter be referred to as the "Exiting property."

ARTICLE III

ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. Annexation of additional properties other than properties within the general plan of development provided for in Section 2 hereof, shall require the assent of two-thirds (2/3) of the members of the Association, at a meeting duly called for this purpose, written notice of which shall be sent to all members of not less than thirty (30) days or more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. At this meeting the presence of members or of proxies entitled to cast sixty percent (60%) of the votes shall constitute a quorum. if the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth above and the required quorum of such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event two-thirds (2/3) of the members are not present in person or by proxy, members not present may give their written consent to the action taken thereat. During the developmental period, annexation of additional properties under this Section 1 shall also require the prior written approval of the Developer.

Section 2. If within fifteen years of the date of recording of this declaration, Developer should develop additional lands within the area described in Exhibit "A" attached hereto, such additional lands may be annexed to the existing property

without the assent of the members of the Association: Provided, however, that the development of additional lands described In this section shall be in accordance with the general plan submitted to the Federal Housing Administration with the processing papers for TWIN LAKES NO.1 Detailed plans for the development of additional lands must be submitted to the Federal Housing Administration prior to such development. If the Federal Housing Administration determines that such detailed plans are not in accordance with the general plan on file with It and so advises the Association and the Developer, the development of the additional lands must have the assent of two-thirds (2/3) of the members of the Association who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. At this meeting the presence of members or of proxies entitled to cast sixty percent (60%) of the votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

ARTICLE IV **MEMBERSHIP IN THE ASSOCIATION**

Every person or entity who is the contract purchaser or record owner of a fee interest in any lot or lots which are subject by covenants of record to assessment by the Developer or the Association, shall be a member of the Association: Provided, however, that if any lot is held jointly by two (2) or more persons, the several owners of such interest shall designate one of their number as the “number.” The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of or a contract purchaser’s interest in any lot which is subject to assessment by the Developer or the Association except that the incorporator shall be eligible for membership without regard to ownership of an interest in the properties incorporators who are not owners or contract purchasers of any lot subject to assessment shall cease to be members of the Association at the expiration two (2) years from the date of Incorporation of the Association. The owners of shopping center or other commercial buildings and office buildings shall not be members of the Association. Upon transfer of the fee interest to, or upon the execution and delivery of a real estate contract for the sale of (or of an assignment of a contract purchaser’s interest in) any lot, the membership and certificate of membership in the Association shall *ipso facto* be deemed to be transferred to the grantee, contract purchaser or new contract purchaser, as the case may be. Ownership of, or a contract purchaser’s interest in, any such lot or lots shall be the sole qualification for membership.

ARTICLE V

No person shall have more than one (1) membership regardless of the number of lots owned or being purchased, and the interest of each member shall be equal to that of any other member, and no member may acquire any interest which shall entitle him to any greater voice, vote or authority in the Association than any other member. In the case of lots owned jointly by two (2) or more persons, only the joint owner designated as the member” pursuant to Article IV hereof shall be entitled to vote.

In the event that the Non-Profit Corporation Law of the State of Washington as set forth in Title 24, Revised Code of Washington is changed to permit one member of a

non-profit corporation to exercise greater voting rights than another member, voting shall thereafter be according to the number of lots owned, that is, members shall be entitled to one vote for each lot in which they hold the interest required for membership by Article IV. When more than one person holds such Interest in any lot, the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Every member shall have a right and easement of enjoyment In and to the common properties and such easement shall I be appurtenant to and shall pass with the title to, or contract purchaser's Interest in, every assessed lot, subject to the following provisions:

(a) The right of the Association to limit the number of guests of members;

(b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common property:

(c) The right of the Association, in accordance with its Articles and By-laws, to borrow money for the purpose of improving the common property and facilities and in aid thereof to mortgage said property but the rights of such mortgagee in said property shall be subordinate to the rights of the homeowners hereunder:

(d) The right of the Association to take such steps as are reasonably necessary to protect any such mortgaged property against foreclosure including, but not limited to, the right to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to the public; and:

(e) The right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his lot remains unpaid and for a period not to exceed thirty (30) days for any infraction of the Associations' published rules and regulations. During the development period the Association shall be required to exercise its right to suspend the voting rights of, and the right to the use of the recreational facilities by, a member for nonpayment of an assessment, upon the request of the developer.

(f) The right of the Association, to dedicate or transfer all or any part of the common properties to any governmental unit or public agency or authority or public utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an Instrument signed by two-thirds (2/3) of the members entitled to vote has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty (30) days nor more than sixty (60) days In advance.

(g) During the developmental period, the exercise of all of the rights and powers set forth in subparagraphs (b), (c), (d) and (f) shall require the prior approval of both the trustee and the Developer.

Section 2. Delegation of Use. Any member may delegate, in accordance with the By-Laws, his right of enjoyment to the common properties and facilities to the members of his family, or his tenants, who reside on the property, and, subject to regulation by the Association, to his temporary guests.

Section 3. Title to the Common Properties. The Developer hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the common properties In TWIN LAKES NO. 1 (which is described in Article 1, Section 6) to the

Trustee hereinafter named, free and clear of all encumbrances and liens immediately upon recordation of this declaration.

Section 4. The Trustee. The Trustee shall hold said common properties In trust for the benefit and enjoyment of the residents of the properties during the development period, at which time the trust shall terminate, and the Trustee shall thereupon convey the common properties to the Association subject to the provisions of this declaration or any supplemental declaration. During the term of said trust, the Trustee shall have all of the rights and powers provided for in this declaration. During the term of said trust, the Developer shall exercise control over the collections and disbursement of assessments and over the development and maintenance of the common properties and related facilities: Provided, however, that in the event the Trustee is notified by the Federal Housing Administration that it has received complaints against the Developer, which in nature and number are sufficient, in the opinion of the Federal Housing Administration, to indicate that the Developer is acting unreasonably in the exercise of its control over the collection and disbursement of assessments and development and maintenance of the common properties and related facilities, the Trustee shall have the power to relieve the Developer of such control, and, In such event the Trustee shall assume such control itself, either directly or through the appointment of an agent or agents.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner or contract purchaser of any lot or lots by acceptance of a deed or real estate contract therefor, whether or not it shall be so expressed in any such deed or other conveyance, Is deemed to covenant and agree to pay to the Developer during the developmental period, and thereafter to the Association as hereinafter provided;

(1) Monthly assessments or charges, and (2) Special Assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The monthly and special assessments, together with such interest thereon and costs of collection thereof, as hereafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest and costs of collection thereof (including reasonable attorney's fees) shall also be the personal obligation of the person who was the owner or contract purchaser of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them: Provided, however, that in the case of a sale or a contract for the sale of (or an assignment of a contract purchasers Interest in) any lot which is charged with the payment of an assessment or assessments payable In installments, the person or entity who is the owner or contract purchaser immediately prior to the date of any such sale, contract or assignment shall be personally liable only for the amount of the installments due prior to said date. The new owner or contract purchaser shall be personally liable for installments which become due on and after said date.

Section 2. Purpose of Assessments. The assessments shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the properties, including, without limitation the construction, establishments, improvements, repair and maintenance of the common properties and services and facilities related to the use and enjoyment of the common properties, the establishment and operation of the Twin Lakes Patrol, a private patrol supplementing municipal fire and police protection for residents of the properties, the payment of taxes and insurance on the common properties, and the installation and maintenance

of the entry gate and gate house, and the cul-de-sac planters located within the subdivision, and the payment of Trustee's fees to the Trustee appointed hereunder.

Section 3. Amount of the Monthly Assessments. The amount of the monthly assessments shall be as follows:

(a) During such time as title to the common properties is held by the Trustee, and subject to the provisions of Section 6 of this Article VII, each owner or contract purchaser shall pay to the Developer the amount of Seven Dollars (\$7.00) per month per lot and in addition (in the case of multiple family dwellings constructed on any such lot or lots) One Dollar (\$1.00) per month for each separate living unit within a multiple family dwelling. All said amounts shall be subject to increase pursuant to the provisions of this Section 3 and of Section 4 of this Article VII and shall be used for the purposes provided in Section 2 of this Article VII and for no others. The extent of the expenditures for the purposes specified shall be determined by the Developer, subject to the provisions of Article VI, Section 4. if the amount of any such expenditures to be made in any calendar year during the developmental period will exceed the amount of the total assessments received by the Developer, the Developer hereby covenants and agrees to pay the excess amount involved out of its own funds. If at any time the amount of the Developer's advances hereunder shall, due to unforeseen circumstances, become excessively burdensome, the Developer may apply to the Trustee to approve an increase in the amount of the monthly assessment for each lot. Any assessment amounts collected In excess of the amounts required to pay the costs provided for herein shall be used exclusively for the construction and development of improvements on the common properties.

(b) Upon termination of the trust and conveyance of the common properties to the Association, each owner or contract purchaser shall pay to the Association, the amount of Seven Dollars (\$7.00) a month per lot and in addition (in the case of multiple family dwellings constructed on any such lot or lots) One Dollar (\$1 .00) per month for each separate living unit within a multiple family dwelling (or in the event that said amounts have been increased as provided in the preceding subparagraph (a) or in Section 4 of this Article VII, the amounts as so Increased) subject to the provisions of Section 6 of this Article VII: Provided, that said monthly assessment may be Increased by the Association with the consent of two-thirds (2/3) of the members voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all members not less than thirty (30) days or more than sixty (60) days in advance of the meeting. After consideration of current maintenance costs and future needs of the Association, the Board of Trustees may fix the monthly assessment at an amount less than the maximum monthly assessment. The maximum monthly assessment may be increased by the Association without the assent of two-thirds (2/3) of the members as provided In Section 4 of this Article VII.

Section 4. Increase In Monthly Assessments in Conformance with Rise in Consumer Price Index. From and after January 1,1970, the amount of the monthly assessment may be increased effective January 1 of each year without a vote of the membership, by not more than that amount which reflects the increase, if any, of the U.S. Bureau of Labor Statistics Consumer Price index (calculated on the base period: 1957-1959 equal 100) for Seattle, Washington, for Urban Wage Earners and Clerical Workers — All items", for the preceding month of August. Said index establishes the numerical rating for Seattle for the month of August, 1964, as 110.3. This shall be the base rating. To determine the percentage by which the monthly assessment for each subsequent year may be Increased without a vote of the membership, said base rating shall be divided into the said Consumer Price Index for the month of August preceding the effective date of any proposed increase. Said adjustment percentage, if in excess of 100 percentum, shall be multiplied by the Initial monthly assessment amount

provided for herein to determine the maximum amount of which the monthly assessment may be increased for subsequent year without a vote of the membership.

Section 5. Special Assessments for Capital Improvements. In addition to the monthly assessments authorized above, the Association may levy special assessments for capital Improvements upon the common properties. Any such levy by the Association shall be as provided in the Articles of Incorporation and/or By-Laws of the Association, and during the developmental period shall require approval of the Trustee and the Developer.

Section 6. Date of Commencement of Monthly Assessments — Due Dates. As to each particular lot involved, the liability for the monthly assessments provided for in Section 3(a) and (b) of this Article VII shall begin on the *first day of the calendar month following the expiration of six (6) months from the date of any deed or real estate contract of sale for the lot, or on the first day of the calendar month following occupancy of the premises, whichever/s earlier.* Said assessment shall be due and payable on such date and on the first day of each calendar month thereafter. The due date of any special assessments under Section 5 of this Article Vii shall be fixed by the Trustee, or, as to the Association, by the resolution authorizing such assessment.

Section 7. Uniform Rate of Assessment Both monthly and special assessments shall be fixed at a uniform rate for all lots, including lots upon which multiple family dwellings are constructed, with the exception that for all lots upon which multiple family dwellings are constructed, that portion of the assessment which is determined on the basis of an additional amount per living unit shall always be fixed at a uniform rate and shall never exceed one-seventh (1/7) of the assessment amount per lot.

Section 8. Effect of Non-payment of Assessment — Remedies. If any assessment is not paid within thirty (30) days after it was first due and payable, the assessment shall bear interest from the date on which It was due at the rate of five and one-fourth percent (5%) per annum, and the Developer, or, upon termination of the trust, the Association, may bring an action at law against the one personally obligated to pay the same and/or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment and all such sums shall be included in any judgment or decree entered in such suit. No owner or contract purchaser shall be relieved of liability for the assessments provided for herein by non-use of the common properties or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages. The Lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage (and to the lien of any second mortgage given to secure payment of the purchase price) now or hereafter placed on any lot. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot which is subject to such first mortgage, or purchase money second mortgage, pursuant to a decree of foreclosure under such mortgage or in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this declaration shall be exempt from the assessments created herein:

- (a) All properties owned by Developer;
- (b) All properties dedicated to and accepted by a local public authority;
- (c) All common properties; and
- (d) All properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Washington

However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VIII **EXTERIOR MAINTENANCE**

The Developer during the developmental period, and thereafter the Association, shall maintain all common properties and facilities, the entry gate and the gate house and all cul-de-sac planters located on streets within the properties. Each individual owner or contract purchaser shall be obligated to provide exterior maintenance on his own lot. However, in the event an owner or contract purchaser of any lot subject to assessment shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Architectural Control Committee provided for in Article IX, Section 2, the Developer or the Association, as the case may be, shall have the right, through their agents or employees, to enter upon said premises and to repair, maintain and restore the lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the monthly assessment of the lot on which that work was performed.

ARTICLE IX **GENERAL PROTECTIVE COVENANTS**

Section 1. Residential Character of Property. The term “residential lots,” as used herein, means all of the lots now or hereafter platted on the existing property or the additions thereto, with the exception of (1) the common properties and (2) all properties to be used for shopping center and professional office complex development, for multiple family dwelling and for churches and church purposes. No structures or buildings of any kind shall be erected, altered, placed, or permitted to remain on any residential lot other than one detached single-family dwelling for single family occupancy only, not to exceed two stories in height, with a private garage or carport for not more than three standard size passenger automobiles.

Section 2. Architectural Control. No building shall be erected, placed or altered on any lot (residential or nonresidential) on the property until the building plans, specifications, and plot plan showing the nature, kind, shape, height, materials and location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of George E. Bell, Bill Jennings, and Dick Willard or by a representative designated by a majority of the members of said committee. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to the committee and if no suit to enjoin the erection of such buildings or the making of such alterations has been commenced prior to the completion of construction, such approval shall not be required and this covenant shall be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to the covenant. The powers and duties of said committee members shall cease upon the termination of the developmental period, or upon the prior death of all three of said members. Thereafter the committee approval described in this covenant shall be obtained from the Architectural Control Committee of the Association.

All plans, specifications and plot plans which must be submitted for approval hereunder, shall be submitted to said committee at the following address:

Twin Lakes Architectural Control Committee

3420 S.W. 320th Street, Suite #B-3, Federal Way, WA 98023-2209

or to such other address as may hereafter be given in writing to the owners or contract purchasers involved by the Developer or by said Committee.

Section 3. Lot Size. No residential structure shall be erected or placed on any residential lot which has a (lot) area of less than seventy-two hundred (7,200) square feet or an average width of sixty (60) feet

Section 4. Business and Commercial Use of Property Prohibited. No trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried on upon any residential lot, or within any building located on a residential lot, nor shall any goods, equipment, vehicles (Including buses, trucks and trailers of any description) or materials or supplies used in connection with any trade service, or business, wherever the same may be conducted, or any vehicles in excess of 6,000 pounds gross weight (including buses, trucks and trailers of any description) used for private purposes, be kept, parked, stored, dismantled or repaired outside on any residential lot or on any street within the property nor shall anything be done on any residential lot which may be or may become an annoyance or nuisance to the neighborhood.

No lot or tract shall be used as a dump for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal. Yard rakings, such as rocks, lawn and shrubbery clippings, and dirt and other material resulting from landscaping work shall not be dumped into public streets or ditches. The removal and disposal of all such materials shall be the sole responsibility of the Individual lot owner. Should any individual lot owner or contract purchaser fail to remove any such trash, rubbish, garbage, yard rakings and other such materials from his property or the street and ditches adjacent thereto, within ten (10) days following the date on which notice is mailed to him by the Developer or the Association Informing him of such violation, then the Developer or the Association may have said trash removed and charge the expense of removal to said lot owner or purchaser. Any such charge shall become a continuing lien on the property, which shall bind the property in the hands of the then owner or contract purchaser, and his successors in interest. Such charge shall also be a personal obligation of the one who is the owner or contract purchaser of the lot involved on the date of removal.

No owner or contract purchaser of any residential lot shall permit any vehicle owned by him or by any member of his family or by any acquaintance, and which is in an extreme state of disrepair, to be abandoned or to remain parked upon any street within the existing property for a period in excess of forty-eight (48) hours. Should any such owner or contract purchaser fail to remove such vehicle within two (2) days following the date on which notice is mailed to him by the Developer or the Association informing him of a violation of this provision, the Developer or the Association may have such vehicle removed and charge the expense of removal to said owner or purchaser in accordance with the provisions of the immediately preceding paragraph.

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Section 5. Residential Use of Temporary Structures Prohibited. No trailer, basement tent, shack, garage, barn or other outbuildings or any structure of a temporary character erected or placed on the property shall at any time be used as a residence temporarily or permanently.

Section 6. Minimum Dwelling Cost. No single family dwelling shall be permitted on any lot at a cost of less than \$14,000.00, exclusive of land, based upon cost levels

prevailing on the date these covenants are recorded, it being the intent and purpose of the covenant to assure that all dwellings shall be of quality and workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of open porches, and garages, shall not be less than one thousand (1,000) square feet for a one-story dwelling, nor less than eight hundred (800) square feet for the ground floor area of a dwelling of more than one story. (For the purpose of this provision, a home with a daylight basement shall be considered a dwelling of more than one story.)

Section 7. Utility Easements. On each lot, an easement is reserved under and upon five foot strips of land adjacent to front and rear boundary lines and to side street boundary lines and under and upon two and one-half (2) foot strips of land adjacent to the side boundary lines (except any side street boundary lines) for utility installation and maintenance, including but not limited to, power, telephone, water, sewer, drainage, gas, etc., together with the right to enter upon the lots at all times for said purposes. Additional utility easements are reserved as shown on the recorded plat and others as required will also be recorded as will necessary easements required by governmental subdivisions.

Section 8. Date for Completion of Construction. Any dwelling or structure erected or placed on any residential lot shall be completed as to external appearance, including finished painting, within nine (9) months from date of commencement of construction and shall be connected to the public sewer system.

Section 9. Animals. No animal, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that cats, dogs, birds or other household pets may be kept if they are not kept, bred, or maintained for any commercial purpose, and that they shall not be kept in numbers or under conditions reasonably objectionable in a closely built up residential community.

Section 10. Signs. No signs shall be erected or maintained on any residential lot in the tract, except that not more than one approved FOR SALE or FOR RENT sign placed by the owner or builder or by a licensed real estate broker, not exceeding eighteen (18) inches high and twenty-four (24) inches long, may be displayed on any lot. No signs are to be posted by owners until such signs have been approved as to design and appearance by the Architectural Control Committee.

Section 11. Use Restrictions Applicable to Lakes. Bulkheads may be erected and maintained on lots fronting on any lake, but no boathouses, docks or piers shall be erected or maintained on any such lots, nor shall any structures whatsoever, including, but not limited to, fences, docks, piers or railroad tracks for boat launching, be permitted to extend from any lakefront property out into such lake.

No power boats of any kind whatsoever and no swimming rafts or swimming floats of any kind shall be permitted on any lake within the subdivision.

Section 12. Mortgages Protected. Nothing herein contained shall impair or defeat the lien of any mortgage or deed of trust now or hereafter recorded covering any lot or lots, but title to any property obtained as a result of foreclosure shall thereafter be held subject to all of the provisions herein.

Section 13. Building Setback and Fence Requirements. No buildings or structure shall be located nearer to the front line of the lot or nearer to the side street than the building setback lines shown on the recorded plat. In any event, no building shall be located on any residential lot nearer than twenty (20) feet to the front lot line, nor nearer than twenty (20) feet to any side street lines, nor nearer than an average of twenty (20) feet to the rear lot line, except a detached garage. No building shall be located nearer than five (5) feet to any (non-street) side lot line (chimney, porches and

decks excepted). A detached garage may be located within five (5) feet of the rear lot line, except where the rear lot line abuts a street, in which case the garage shall be located no nearer than twenty (20) feet to the rear lot line unless otherwise approved by the Architectural Control Committee as provided for in Article IX, Section 2, hereof. No fence, wall, hedge, or mass planting other than foundation planting shall be permitted to extend nearer to any street than the minimum setback line of the residence, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two (2) feet above the finished grade at the back of said retaining wall, provided, however, that no fence, wall, hedge or mass planting shall at any time, where permitted, extend higher than six (6) feet above ground. Fences shall be well constructed of suitable fencing materials and shall be artistic in design and not distract from the appearance of the dwelling house located upon the adjacent lots or building sites or be offensive to the owners or occupants thereof. No radio or television antennas shall be permitted to extend more than ten (10) feet above the roof line of any residence without the written approval of the said committee.

The Architectural Control Committee shall have the authority in any individual case to make such exceptions to the building setback and fence location requirements set forth herein as said committee shall in its uncontrolled discretion deem necessary or advisable.

Section 14. Recreational Vehicles. No owner or contract purchaser shall permit any trailer, boat, motor home, recreational vehicle, camper, or any vehicle or trailer used for recreational purposes to be parked on, or maintained on, his/her residential lot, or elsewhere, including streets, within Twin Lakes. The parking of such vehicles listed above, including golf carts, may be parked or maintained within a closed garage, approved covered and screened structure, or as otherwise may be provided under this section. Under no circumstances shall they be visible from the street. This restriction applies to the owner(s) of the property, any family members, or any persons visiting or residing within Twin Lakes as platted.

(a) Such property as is herein described may be parked or maintained for a period not to exceed one (1) week upon the owner's or contract purchaser's residential lot or in the street adjacent to the same by the guest using said property while visiting at the owner's residence, providing that the owner or contract purchaser give prior written notice to the Association of this excepted use. This notice shall specify the length of stay of such property.

(b) Any owner or contract purchaser of a residential lot may park or maintain such property as herewithin described owned by him/her for a period not to exceed forty eight hours for the sole purpose of permitting the cleaning, loading or unloading of such property incidental to the recreational use of same.

(c) In the event of a violation of the terms of this section, the Association may take such action as is necessary. Included is the removal of said property to effect compliance with the terms of this section. Such costs and expenses as are incurred by the Association incidental to such enforcement action shall be charged to the owner or contract purchaser and upon receipt of same shall be immediately due and payable.

Recorded 5/6/99 (990506-0617); Effective 5/6/99.

ARTICLE X
SPECIAL COVENANTS

Section 1. Underground Utilities and All Electric Rate.

(a) Any electric service cable running from any residence on any lot to the nearest junction box or secondary pedestal shall be installed underground and shall be installed, owned, operated and maintained in good condition by the owner of the residence.

(b) Any residence erected on any lot shall, when initially constructed, contain electrical appliances and equipment which will qualify the residence for the Puget Sound Power and Light Company's, or its successor's, All Electric Residential Rate No. 7 (or its equivalent hereafter).

Section 2. Setback and Fence Requirements for Fairway Lots. No structures shall be constructed or maintained closer than twenty (20) feet to the rear property line, in addition, no part of any structure or structures (other than garage or carport of a size sufficient to accommodate no more than three (3) standard size passenger automobiles, or a fence meeting the requirements set forth below) on the lot shall be situated less than five (5) feet from any side property line.

No fence shall be constructed or maintained on any fairway lot in the property, except as follows:

(a) A patio constructed immediately adjacent to the house on any lot may be enclosed by a fence. Also a fence may be constructed and maintained to enclose any swimming pool. However, no part of any such fence enclosing a patio or a swimming pool may be closer than fifteen (15) feet to the rear property line without the prior written approval of the Architectural Control Committee provided for in Article IX, Section 2, hereof.

(b) A fence may be constructed and maintained by any owner on either or both side lines of his lot, but no such fence shall be closer than twenty (20) feet to the front property line nor closer than fifteen (15) feet to the back property line. (Thus, for example, on a lot having a depth of one hundred (100) feet, such a fence may have a maximum length of sixty-five (65) feet, with the ends of the fence being a minimum of twenty (20) feet from the front property line and fifteen (15) feet from the back property line, respectively.)

(c) Any fence may be constructed and maintained which is required at the time as a matter of law. Upon the termination of any such legal requirements, any such fence shall promptly be removed, unless it meets the requirements of the preceding subparagraphs (a) or (b).

Except as otherwise required by law, no fence permitted by these special restrictive covenants shall be more than six (6) feet high. Fences shall be well constructed of suitable fencing materials and shall be artistic in design and shall not detract from the appearance of the dwelling house located upon the lot or building site or be offensive to the owners or occupants thereof, or detract from the appearance of the dwelling houses located on the adjacent lots or building sites. No radio or television antennas shall be permitted to extend more than ten (10) feet above the roof line of any residence without the written approval of the Architectural Control Committee.

The said committee shall have the authority in any individual case to make such exceptions to the building setback and fence location requirements set forth herein as said committee shall in its uncontrolled discretion deem necessary or advisable.

Section 3. Height of Dwellings on Lake Front Lots. No dwelling shall be erected or maintained on any lot fronting on a lake, having a roof elevation more than seventeen (17) feet above the curb of the adjoining street as measured from a point on the curb which is midway between the side property lines of the lot.

Section 4. Entranceway Screening Easement. An easement is reserved over, under and upon the following described property in Twin Lakes No. 1 for the purpose of installation and maintenance of fences, piers, plantings and other facilities and equipment necessary for protective screening purposes, together with the right to enter upon said property at all times for the purposes stated:

The easterly ten (10) feet of Lots 124, 125, 126, 127 and 1;

Also, that portion of Lot 1 lying south of the north 92.00 feet of said lot and lying east of the west 101.00 feet of said lot.

Also, that portion of Lot 127, lying north of the south 62.00 feet of said lot and lying east of the west 101.00 feet of said lot.

ARTICLE XI

MEMBERSHIP IN TWIN LAKES GOLF AND COUNTRY CLUB

Each lot owner or contract purchaser shall, upon making application therefor, be entitled to either a social membership, or if there are playing memberships then available, a playing membership in Twin Lakes Golf and Country Club, subject to the Articles of incorporation and the By-Laws of the Golf Club and to the continued payment of the dues and fees as fixed for social and playing members respectively by the Board of Directors of the Golf Club. Social members shall be entitled to the use of any club house, swimming pool, tennis court or other recreational facility located on the Golf Club grounds, with the exception of the golf course itself. Playing members shall be entitled to all of the privileges of social membership and in addition shall be entitled to the use of the golf course. The number of social memberships shall not be limited but the number of playing memberships shall be subject to limitation by the Board of Directors of the Golf Club. It is understood that both social and playing memberships may, in the discretion of the Board of Directors of the Golf Club, be open to persons other than the owners or contract purchasers of lots in the Twin Lakes development.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Enforcement. The Trustee, the Association, the Developer and each owner or contract purchaser of a lot or lots subject to this declaration, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration: Provided, however, the Developer's right to enforce the provisions of this declaration shall terminate at such time as the Developer shall cease to be the owner of a lot or lots subject to this declaration. Failure of the Trustee, the Association, the Developer or any such owner or contract purchaser to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event of any violation of subparagraph (b) of Section 1, Article X hereof, the owner or contract purchaser of each residence constructed and equipped in a manner violating said subparagraph shall pay to the Developer on demand the sum of One Hundred Dollars (\$100) as liquidated damages for each residence involved.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Trustee, the Association, and the owner or contract purchaser of any lot subject to his declaration including the Developer, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument terminating these covenants which is signed by not less than the owners or contract purchasers then owning seventy-five percent (75%) of the property described in Exhibit "A" shall have been filed with the King County Auditor. The covenants and restrictions of this declaration may be amended during the first twenty (20) year period by an Instrument signed by not less than the owners or contract purchasers then owning ninety percent (90%) of the property described in Exhibit "A" and thereafter by an instrument signed by not less than the owners or contract purchasers then owning seventy-five percent (75%) of the property described in Exhibit "A". Amendments shall take effect when they have been recorded with the Auditor of King County.

Section 4. FHA Approval. As long as title to the common properties is held by the Trustee, as herein provided, the following actions will require the prior approval of the Federal Housing Administration: Annexation of additional properties, dedication of common properties, and amendments of this Declaration of Covenants, Conditions, and Restrictions.

SUPPLEMENT
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
RECORDED 6-30-66
(TWIN LAKES NO. 2)
WITNESSETH:

WHEREAS, Developer has previously executed and filed a certain Declaration of Covenants, Conditions and Restrictions which is recorded in Volume 4738 of Deeds, pages 453 to 489, records of King County; and

WHEREAS, ARTICLE Iii, Section 2, thereof permits annexation of the additional properties described in Exhibit A attached thereto; and

WHEREAS, Developer is the owner of certain additional real property described in said Exhibit A, which is more particularly described as the plat of Twin Lakes No. 2, as recorded in Volume 79 of Plats, pages 32 through 37, Records of King County; and

WHEREAS, Developer desires to subject a portion of said additional real property to that certain Declaration of Covenants, Conditions and Restrictions previously recorded.

NOW THEREFORE, Developer hereby declares that certain real property located in King County, Washington and more particularly described as the plat of Twin Lakes No.2, as recorded in Volume 79 of Plats, pages 32 through 37, records of King County, with the exception of tracts A, B, C, D and E thereof, shall be held, sold and conveyed subject to that certain declaration of covenants, conditions and restrictions recorded in Vol-4738 of Deeds, pages 463-489, under Auditors File No. 5974786, records of King County, and the provisions of said declaration of covenants and restrictions are hereby incorporated herein as though set forth in full.

In addition to the covenants incorporated herein, said property shall be subject to the following special covenants:

1. Protective Screening Easement An easement is reserved over, under and upon the following described property In Twin Lakes No. 2 for the purpose of preserving and maintaining trees and other natural vegetation, and installing, and maintaining fences, walls and plantings necessary or advisable for protective screening purposes, together with the right to enter upon said property at all times for the purposes stated:

The northerly ten (10) feet of Lots 6,7,8,9,10,11,12, & 13.

2. Fencing of Lake Front Lots. No fence, wail, hedge or mass planting of any kind shall be erected, placed, maintained or altered on any lot fronting on any lake until approved in writing as to height, shape, location and design, by the Architectural Control Committee.

79/32

Auditor's File No. 6096646

Portion of
TWIN LAKES NO. 2
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this 15th day of September, 1966, by INVESTORS INSURANCE AGENCY, INC., a Washington corporation, individually and as Trustee for SHERWOOD DEVELOPMENT CO., a Washington corporation, hereinafter referred to as 'Developer', WITNESSETH:

WHEREAS, Developer and the other subscribers to this Declaration are the owners of certain real property Included in King County, Washington and more particularly described as: Lots 13, 15 through 21, 34 through 37, 40 through 50, 52 through 95,120,121, 123 through 136,154, 156 through 176, 213 through 220, 246 through 282, 265 and 266, of the Plat of Twin Lakes No. 2 as recorded In Volume 79 of Plats, pages 32 through 37, records of King County, AND

WHEREAS, said owners desire to convey the said properties, subject to certain covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth;

NOW, THEREFORE, said owners hereby declare that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, reservations, charges, liens, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of said property. These easements, restrictions, reservations, charges, liens, covenants and conditions shall be In addition to any covenants heretofore filed and shall run with the real property and shall be binding on all parties having or acquiring any right, title or Interest in the described properties or any part thereof, and shall Inure to the benefit of each owner thereof:

1. All of the above described lots have a portion or all of one property line adjacent to a fairway of the Twin Lakes Golf Course as shown on the plat of Twin Lakes No. 2 (such lots being hereinafter referred to as "fairway lots") and every person or entity who is the contract purchaser or record owner (as defined in the By-Laws of Twin Lakes Golf and Country Club) of a fee interest in any such fairway lot or lots shall automatically be a fairway member of the Twin Lakes Golf and Country Club, a nonprofit Washington corporation: Provided, however, that if any such fairway lot is held jointly by two (2) or more persons, the several owners of such interest shall designate one of their number as the "fairway member" and said member shall be the only one of such joint owners having the privileges of membership in the golf club. The

foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one such fairway membership. Fairway membership shall be appurtenant to and may not be separated from ownership of or a contract purchaser's interest in any such fairway lot and upon transfer of the fee Interest to, or upon the execution and delivery of a real estate contract for the sale of (or of an assignment of a contract purchaser's interest in) any such fairway lot, the grantee, contract purchaser or new contract purchaser, as the case may be, shall automatically become a fairway member of the club. It is understood that a fairway member may, at his option, elect to convert his fairway membership to a playing membership if there are playing memberships then available, subject to payment of such fees and dues as may from time to time, be established for playing members. However, any such playing membership shall not be transferable, and upon subsequent transfer of the fairway lot, the transferee shall automatically be a fairway member and not a playing member.

2. Each owner or contract purchaser (as defined in the By-Laws of Twin Lakes Golf and Country Club) of any fairway lot or lots by acceptance of a deed or real estate contract therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to Twin Lakes Golf and Country Club the regular monthly dues established for fairway members, or in the event said owner or contract purchaser has elected to change his membership to a playing membership, the regular monthly dues established for playing members. Such amounts together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the fairway lot against which such dues are charged. Such amounts together with such interest and costs of collection thereof (including reasonable attorneys fees) shall also be the personal obligation of the person who was the owner or contract purchaser of such fairway lot at the time when the dues assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

3. If any such dues are not paid within thirty (30) days after they were first due and payable, the amount of such delinquent dues shall bear interest from the date on which they were due at the rate of six percent (6%) per annum, and the Twin Lakes Golf and Country Club may bring an action at law against the one personally obligated to pay the same and/or foreclose the lien against the fairway lot, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such dues and all such sums shall be included in any judgment or decree entered in such suit. No owner or contract purchaser shall be relieved of liability for the dues provided for herein by non-use of the golf course, club house and related facilities, or by abandonment of his lot.

4. The lien for dues provided for herein shall be subordinate to the lien of any first mortgage (and to the lien of any second mortgage given to secure payment of the purchase price) now or hereafter placed on any fairway lot. Sale or transfer of any such lot shall not affect such lien for dues. However, the sale or transfer of any fairway lot which is subject to such first mortgage, or purchase money second mortgage, pursuant to a decree of foreclosure under such mortgage or in lieu of foreclosure thereof, shall extinguish the lien for dues as to dues which became due prior to such sale or transfer. No sale or transfer shall relieve such fairway lot from liability for any dues thereafter becoming due or from the lien thereof.

5. The owners, contract purchasers and occupants of fairway lots must conform to such reasonable rules and regulations as the Twin Lakes Golf and Country Club may adopt for the protection of the comfort, safety and convenience of all club members.

6. Persons lawfully using the Twin Lakes Golf course shall have an easement to come upon fairway lots solely for the purpose of retrieving golf balls shot upon any such fairway lot.

7. Twin Lakes Golf and Country Club, the Developer, and each owner or contract purchaser of a lot or lots subject to this declaration, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration. Failure of the Club, the Developer or any such owner or contract purchaser to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

8. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect.

9. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Twin Lakes Golf Country Club and the owner or contract purchaser of any lot subject to this declaration including the Developer, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument terminating these covenants which is signed by not less than the owners or contract purchasers then owning seventy-five percent (75%) of the property then platted as Twin Lakes, shall have been filed with the King County Auditor. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than the owners or contract purchasers then owning ninety percent (90%) of the property then platted as Twin Lakes, and thereafter by an instrument signed by not less than the owners or contract purchasers then owning seventy-five percent (75%) of the property then platted as Twin Lakes. Amendments shall take effect when they have been recorded with the Auditor of King County.

PLAT RESTRICTIONS

No lot or portion of a lot in this plat shall be divided and sold or resold or ownership changed or transferred whereby the ownership of any portion of this plat shall be less than the area required for the use district in which located.

EASEMENT PROVISIONS

An easement is hereby reserved for and granted to Pacific Northwest Bell Tel. Co. and Puget Sound Power and Light Co. and their successors and assigns under and upon the exterior 5 feet of front and rear boundary lines, and under and upon the exterior 2.5 feet of side boundary lines of all lots, in which to install, lay, construct, renew, operate and maintain underground conduits, cables and wires with necessary facilities and other equipment for the purpose of serving the subdivision and other property with electric and telephone service, together with the right to enter upon the lots at all times for the purposes stated; also hereby granted is the right to use the streets for the same purposes.

**SUPPLEMENT
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
RECORDED 8-21-67
(TWIN LAKES NO. 3)**

WITNESSETH:

WHEREAS, Developer has previously executed and filed a certain Declaration of Covenants, Conditions and Restrictions which is recorded in Volume 4738 of Deeds, pages 453 to 489, records of King County: and

WHEREAS, Developer is the owner of certain additional real property described in said Exhibit A, which is more particularly described as the plat of Twin Lakes No. 3, as recorded in Volume 82 of Plats, pages 42 through 44, records of King County; and

WHEREAS, Developer desires to subject a portion of said additional real property to that certain Declaration of Covenants, Conditions and Restrictions previously recorded.

NOW, THEREFORE, Developer hereby declares that certain real property located in King county, Washington and more particularly described as the plat of Twin Lakes No.3, as recorded in Volume 82 of Plats, pages 42 through 44, records of King County, shall be held, sold and conveyed subject to that certain declaration of covenants, conditions and restrictions recorded in Volume 4738 of Deeds, pages 453 to 489, under Auditor's File No. 5974786, records of King County, and the provisions of said Declaration of Covenants, Conditions and Restrictions are hereby incorporated herein as though set forth in full.

In addition to the Covenants incorporated herein, said property shall be subject to the following special Covenants:

1. Fencing of Lake Front Lots. No fence, wall, hedge or mass planting of any kind shall be erected, placed, maintained or altered on any lot fronting on any lake until approved in writing as to height, shape, location and design, by the Architectural Control Committee.

2. Riparian Rights Excluded. The fee title to the lots in the plat of Twin Lakes No. 3 shall not extend beyond the planed lot lines into or upon any body of water abutting such lots. All right, title and Interest to any such body of water is reserved by Developer for conveyance to the Twin Lakes Golf and Country Club, a Washington corporation, for the common use and enjoyment of all of the members of that Club.

**SUPPLEMENT
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
RECORDED 11-18-69
(TWIN LAKES NO. 4)**

WITNESSETH:

WHEREAS, Developer has previously executed and filed a certain Declaration of Covenants, Conditions and Restrictions which is recorded In Volume 4738 of Deeds, pages 463 to 489, Records of King County and Supplements thereto recorded under King County Auditor's File Not 6049628 and 6221871 and 6510810; and

WHEREAS, Article III, section 2, thereof permits annexation of the additional properties described in Exhibit "A" attached thereto; and

WHEREAS, Developer is the owner of certain additional real property described in said Exhibit "A", which is more particularly described as the plat of Twin Lakes No. 4, as recorded in Volume 91 of Plats, pages 44 through 46, Records of King County; and

WHEREAS, Developer desires to subject a portion of said additional real property to that certain Declaration of Covenants, Conditions and Restrictions previously recorded;

NOW, THEREFORE, Developer hereby declares that certain real property located In King County, Washington and more particularly described as:

Lots 1 through 101 and Tract C of the Plat of Twin Lakes NO. 4, as recorded In Volume 91 of Plats, pages 44 through 46, Records of King County, Washington,

shall be held, sold and conveyed subject to that certain Declaration of Covenants, Conditions and Restrictions recorded in Volume 4738 of Deeds, Pages 453 to 489, under Auditor's File No. 4974786, records of King County and Supplements thereto recorded under King County Auditors File Nos. 6049628 and 6221871 and 6510810, and the provisions of said Declaration of Covenants, Conditions and Restrictions and Supplements thereto are hereby incorporated herein as though set forth in full.

In addition to the Covenants incorporated herein, said property and Tracts A and B (Private Drive) of the plat of Twin Lakes No.4 shall be subject to the following special

Covenants:

1. Tract B — Private Drive: Tract B shall constitute a private road for access to S.W. 324th Street for the joint use and benefit of the owners of Lots 6 through 8 and 10 through 13 of the Plat of Twin Lakes No. 4 and shall be conveyed in equal and undivided interests to the owners thereof. The owners of said Lots 6 through 8 and 10 through 13 by acceptance of the Deeds of such lots, whether or not it shall be expressed In any such Deed or other conveyance, each shall be deemed to covenant and agree to share equally with the others in the cost of reasonable repair and maintenance of such road. The right of any such owner to contribution from the remaining owners for the cost of reasonable repair and maintenance hereunder shall be appurtenant to the land and pass to each such owners successor in interest. In the event of any dispute arising concerning the necessity of effecting repairs to or maintenance of such private road or concerning the assessment and payment of the costs thereof, the dispute shall be arbitrated by the Trustees of the Twin Lakes Homeowners Association, Inc., and their decision shall be binding upon the owners of said Lots 6 through 8 and 10 through 13. Tract B shall at all times be subject to an easement in favor of Developer or Its successors for utility installation and maintenance, including but not limited to, power, telephone, water, sewer, drainage, gas, etc., together with the right to enter upon said Tract B at all times for said purposes.

2. Tract A. Lake Jeane: Title to the lots in the plat of Twin Lakes No.4 which abut Tract A thereof shall not extend beyond the planed lot lines into or upon such Tract A: PROVIDED, however, that the owners of the following described property shall have a non-exclusive easement of use and enjoyment In and to Tract A in common with the owners of Tract A and the owners of Lots 1 through 13 of the Plat of Twin Lakes No. 3 and Lots 177, 178, and 243 through 246 and Tract C of the Plat of Twin Lakes No. 2:

Lots 1 through 4 and

Lots 10 through 25 of the

Plat of Twin Lakes No. 4

The non-exclusive easement of enjoyment granted herein shall be subject to the right of the owners of Tract A to remove water from Tract A for irrigation purposes:

PROVIDED, however, that any such water removed must be replaced by the owners of Tract A within a reasonable time from the date of such removal.

3. Basements for Lake Maintenance Purposes:

(a) An easement is hereby reserved over and upon the rear (the term "rear" as used herein shall refer to the lot line of any lot which abuts Tract "A") ten (10) feet of the following lots in the Plat of Twin Lakes No. 4

Lots 1 through 4 and

Lots 10 through 25,

for the benefit of the owners of Tract A and shall be used solely for the purpose of performing maintenance upon said Tract A.

(b) An easement is hereby reserved over and upon the rear (the term "rear as used herein shall refer to the lot line of any lot which abuts a body of water) ten (10) feet of lots 72 through 82 of the Plat of Twin Lakes No. 4 for the benefit of the owner or owners of any body of water abutting said lots shall be used solely for the purpose of performing maintenance upon such body of water and the shores thereof.

4. Common Property. Tract C shall constitute the common property for Twin Lakes No. 4 to be conveyed to the Twin Lakes Homeowners Association, Inc. in accordance with the original Covenants, Conditions and Restrictions recorded for Twin Lakes No. 1.

5. Riparian Rights Excluded: The fee title to all lots in the Plat of Twin Lakes No. 4 shall not extend beyond the platted tract or lot lines into or upon any body of water abutting such lots.

6. Fencing of Lake Front Lots: No fence, wall hedge, or mass planting of any kind shall be erected, placed, maintained or altered (1) on any lot abutting Tract A until approved in writing as to height, shape, location and design by the Trustees of Twin Lakes Golf and Country Club, (2) on any lot abutting on Lake Lorene until approved in writing as to height, shape, location and design by the Architectural Control Committee of the Twin Lakes Homeowners Association, Inc.

7. Golf Club Membership: Owners of Lots 1 through 4 and 10 through 25 of the Plat of Twin Lakes No. 4 shall also be Lakeside members of the Twin Lakes Golf and Country Club and as such shall be further subject to applicable assessments and rules and regulations of said Club.

10/30/69

**SUPPLEMENT
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
RECORDED 5-15-69
(TWIN LAKES NO. 5)**

WITNESSETH:

WHEREAS, Developer has previously executed and filed a certain Declaration of Covenants, Conditions and Restrictions which is recorded in Volume 4738 of Deeds, pages 453 to 489, Records of King County: and

WHEREAS, ARTICLE III, Section 2, thereof permits annexation of the additional properties described in Exhibit "A" attached thereto; and

WHEREAS, Developer is the owner of certain additional real property described in said Exhibit "A", which is more particularly described as the plat of Twin Lakes No. 5, as recorded in Volume 85 of Plats, pages 91 through 95, Records of King County; and

WHEREAS, Developer desires to subject a portion of said additional real property to said certain Declaration of Covenants, Conditions and Restrictions previously recorded:

NOW, THEREFORE, Developer hereby declares that certain real property located in King County, Washington and more particularly described as,

The plat of Twin Lakes No.5, as recorded in Volume 85 of Plats pages 91 through 95, Records of King County EXCEPT Tracts A, B, C, D, and E thereof

shall be held, sold and conveyed subject to that certain Declaration of Covenants, Conditions and Restrictions recorded in Volume 4738 of Deeds, pages 453 to 489, under Auditor's File No. 5974786, records of King County, and the provisions of said Declaration of Covenants, Conditions and Restrictions are hereby incorporated herein as though set forth in full and Developer hereby further declares that the following special covenant shall be applicable to Lots 68 through 73 and Lots 112 through 121, and Tract C of above said plat of Twin Lakes No. 5;

Slope Control Areas: Slope control areas are reserved as shown on the plan titled "SLOPE CONTROL & SURFACE DRAINAGE" for a portion of TWIN LAKES DIVISION NO. 5 (Lots 68 thru 73 and 112 thru 121), dated "February 1969" as prepared and sealed by SPROUT ENGINEERS & ASSOCIATES, 24645 Pacific Highway South, Kent, Washington, Said plan is hereby incorporated herein as though set forth In full. Within these slope control areas no structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot or Tract and all improvement in them shall be maintained continuously by the owners of the lot or Tract, except for those improvements for which a public authority or utility company is responsible.

Recorded July 9,1975,
under Aud. File No.
7507090404, Vol. 85,
Pages 91-95.

SECOND SUPPLEMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
TWIN LAKES DIVISION NO. 5

This Declaration, made this 8th day of July, 1975, by Investors Insurance Agency, Inc., a Washington corporation, individually and as Trustee for the Quadrant Corporation, a Washington corporation, hereinafter referred to as "Developer,

WITNESSETH:

WHEREAS, Developer has previously executed and filed a certain Declaration of Covenants, Conditions and Restrictions which is recorded in Volume 4738 of Deeds, pages 453 to 489, under Auditor's File No. 5974786, records of King County, Washington: and

WHEREAS, Developer has previously executed and filed a certain Supplement to Declaration of Covenants, Conditions and Restrictions recorded May 15,1969, under Auditor's File No. 6510810, records of King County, Washington: and

WHEREAS, the property encumbered by such Declaration is located within the boundaries of the plat Twin Lakes Division No. 5; and

WHEREAS, Developer is the present owner of certain lots in Twin Lakes Division NO. 5; and

WHEREAS, Developer desires to subject a portion of such property, specifically the lots that abut the Twin Lakes Golf Course, to a mandatory requirement that future purchasers of such property automatically become Associate Members of Twin Lakes Golf and Country Club, a Washington corporation.

NOW, THEREFORE, Developer hereby declares that Lots 1, 5, 7,10, 63, 64,65, 67, 68, 69, 70, 76, 92, 105,106,107,108,112,113,114,115,116,117,124,125, 126,128,129,130,132,133,134,135,136,149, 150,161,163,164,165, 167, 170, 323, 325, 326, 327, 331, 332, and 337 of Twin Lakes Division No. 5, as recorded in Volume 85 of Plats, pages 91 through 95, records of King County, Washington, shall be held, sold and conveyed subject to the following easements, restrictions, reservations, charges, liens, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of said property. These easements, restrictions, reservations, charges, liens, covenants and conditions shall be in addition to any covenants heretofore filed and shall run with the reel property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall enure to the benefit of each owner thereof,

1. All of the above described lots have a portion or all of one property line adjacent to a fairway of the Twin Lakes Golf Course as shown on the plat of Twin Lakes NO. 5 (such lots being hereinafter referred to as "fairway lots") and every person or entity who Is the contract purchaser or record owner (as defined in the By-laws of Twin Lakes Golf and Country Club) of a fee interest in any such fairway lot or iota shall automatically be a fairway member of the Twin Lakes Golf and Country Club, a nonprofit Washington corporation: Provided, however, that if any such fairway lot Is held jointly by two (2) or more persons, the several owners of such interest shall designate one of their number as the "fairway member" and said member shall be the only one of such joint owners having the privileges of membership in the golf club. The foregoing Is not intended to Include persons or entities who hold an Interest merely as security for the performance of an obligation. No owner shall have more than one such fairway membership. Fairway membership shall be appurtenant to and may not be separated from ownership of or a contract purchasers interest in any such fairway lot and upon transfer of the fee interest to, or upon the execution and delivery of a real estate contract for the sale of (or of an assignment of a contract purchaser's interest In) any such fairway lot, the grantee, contract purchaser or new contract purchaser, as the case may be, shall automatically become a fairway member of the club, It Is understood that a fairway member may, at his option, elect to convert his fairway membership to a playing membership if there are playing memberships then available, subject to payment of such fees and dues as may from time to time, be established for playing members. However, any such playing membership shall not be transferable, and upon subsequent transfer of the fairway lot, the transferee shall automatically be a fairway member and not a playing member.

2. Each owner or contract purchaser (as defined In the By-laws of Twin Lakes Golf and Country Club) of any fairway lot or lots by acceptance of a deed or real estate contract therefor, whether or not It shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to Twin Lakes Golf and Country Club the regular monthly dues established for fairway members, or in the event said owner or contract purchaser has elected to change his membership to a playing membership, the regular monthly dues established for playing members. Such amounts together with such interest and costs of collection thereof (including

reasonable attorneys' fees) shall also be the personal obligation of the person who was the owner or contract purchaser of such fairway lot at the time when the dues assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

3. If any such dues are not paid within thirty (30) days after they were first due and payable, the amount of such delinquent dues shall bear interest from the date on which they were due at the rate of six percent (6%) per annum, and the Twin Lakes Golf and Country Club may bring an action at law against the one personally obligated to pay the same and/or foreclose the lien against the fairway lot, and interest, costs and reasonable attorney's fees of any such action shall be added to the decree entered in such suit. No owner or contract purchaser shall be relieved of liability for the dues provided for herein by non-use of the golf course, club house and related facilities, or by abandonment of his lot.

4. The lien for dues provided for herein shall be subordinate to the lien of any first mortgage (and to the lien of any second mortgage given to secure payment of the purchase price) now or hereafter placed on any fairway lot. Sale or transfer of any such lot shall not affect such lien for dues. However, the sale or transfer of any fairway lot which is subject to such first mortgage, or purchase money second mortgage, pursuant to a decree of foreclosure under such mortgage or in lieu of foreclosure thereof, shall extinguish the lien for dues as to dues which became due prior to such sale or transfer. No sale or transfer shall relieve such fairway lot from liability for any dues thereafter becoming due or from the lien thereof.

5. The owners, contract purchasers and occupants of fairway lots must conform to such reasonable rules and regulations as the Twin Lakes Golf and Country Club may adopt for the protection of the comfort, safety and convenience of all club members.

6. Persons lawfully using the Twin Lakes Golf course shall have an easement to come upon fairway lots solely for the purpose of retrieving golf balls shot upon any such fairway lot.

7. Twin Lakes Golf and Country Club, the Developer, and each owner or contract purchaser of a lot or lots subject to this declaration, shall have the right to enforce, by any proceeding at law or In equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration. Failure of the Club, the Developer or any such owner or contract purchaser to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

8. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

9. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Twin Lakes Golf and Country Club and the owner or contract purchaser of any lot subject to this declaration including the Developer, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this declaration is recorded, after which time said covenants shall be automatically extended for successive period soften (10) years, unless an instrument terminating these covenants which is signed by not less than the owners or contract purchasers then owning seventy-five percent (75%) of the property then platted as Twin Lakes, shall have been filed with the King County Auditor. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than the owners or contract purchasers then owning ninety percent (90%) of the property then planed as Twin Lakes, and thereafter by an Instrument signed by not less than the

owners or contract purchasers then owning seventy-five (75%) of the property then platted as Twin Lakes. Amendments shall take effect when they have been recorded with the Auditor of King County.

**SUPPLEMENT
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
(TWIN LAKES NO. 6)**

THIS DECLARATION, made this 28th day of April, 1977, by HEBB & NARODICK CONSTRUCTION CO., INC., a Washington corporation, hereinafter referred to as "Developer,"

WITNESSETH:

WHEREAS, Developer is the present owner of certain real property described as Twin Lakes Division No. 6, as recorded in Volume 101 of plats, pages 32 and 33, records of King County, Washington;

WHEREAS, certain Declaration of Covenants, Conditions and Restrictions have previously been executed and recorded in Volume 4738 of Deeds, pages 453 to 469, under Auditor's File No. 5974786, records of King County, Washington with respect to certain real property designated Twin Lakes Divisions 1 through 5; and

WHEREAS, Developer desires to subject such Twin Lakes Division No. 6 to the same basic covenants, conditions, restrictions, reservations, liens and charges that now apply to Twin Lakes Divisions 1 through 5;

NOW, THEREFORE, Developer hereby declares that Twin Lakes Division No.6, as recorded in Volume 101 of Plats, pages 32 through 33, records of King County, Washington, shall be held, sold and conveyed subject to the easements, restrictions, reservations, charges, liens, covenants, and conditions set forth in the Declaration of Covenants, Conditions and Restrictions recorded in Volume 4738 of Deeds, pages 453 to 489, under King County Auditor's File No. 5974786, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of said property. In addition, Twin Lakes Division No. 6 shall be subject to the following easements, restrictions, reservations, charges, liens, covenants, and conditions, which shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the properties described as Twin Lakes Division No. 6 or any part thereof, and shall enure to the benefit of each owner thereof:

1. All of the lots in Twin Lakes Division No.6 having a portion or all of one property line adjacent to a fairway of the Twin Lakes Golf Course as shown on the plat of Twin Lakes Division No. 6 (such lots being hereinafter referred to as ("fairway lots), and every person or entity who is the contract purchaser or record owner (as defined in the By-Laws of Twin Lakes Golf and Country Club) of a fee interest in any such fairway lot or lots shall automatically be a fairway member of the Twin lakes Golf and Country Club, a non-profit Washington corporation. Provided, however, that if any such fairway lot is held jointly by two (2) or more persons, the several owners of such interest shall designate one of their number as the "fairway member and said member shall be the only one of such Joint owners having the privileges of membership in the golf club. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one such fairway membership. Fairway membership shall be appurtenant to and may not be separated from ownership or a contract purchaser's interest In any such fairway lot and upon transfer of the fee Interest to, or upon the execution and delivery of a real estate contract for the sale of (or of an assignment of a contract purchaser's interest in) any such fairway lot, the grantee, contract purchaser or new

contract purchaser, as the case may be, shall automatically become a fairway member of the club. It is understood that a fairway member may, at his option, elect to convert his fairway membership to a playing membership if there are playing memberships then available, subject to payment of such fees and dues as may from time to time, be established for playing members. However, any such playing membership shall not be transferable, and upon subsequent transfer of the fairway lot, the transferee shall automatically be a fairway member and not a playing member.

2. Each owner or contract purchaser (as defined in the By-Laws of Twin Lakes Golf and Country Club) of any fairway lot or lots by acceptance of a deed or real estate contract therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Twin Lakes Golf and Country Club the regular monthly dues established for fairway members, or In the event said owner or contract purchaser has elected to change his membership to a playing membership, the regular monthly dues established for playing members. Such amounts together with such interest and costs of collection thereof (including reasonable attorney's fees) shall also be the personal obligation of the person who was the owner or contract purchaser of such fairway lot at the time when the dues assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

3. If any such dues are not paid within thirty (30) days after they were first due and payable, the amount of such delinquent dues shall bear interest from the date on which they were due at the rate of six percent (6%) per annum, and the Twin Lakes Golf and Country Club may bring an action at law against the one personally obligated to pay the same and/or foreclose the lien against the fairway lot, and interest, costs and reasonable attorney's fees of any such action shall be added to the decree entered in such suit. No owner or contract purchaser shall be relieved of liability for the dues provided for herein by non-use of the golf course, club house and related facilities, or by abandonment of his lot.

4. The lien for dues provided for herein shall be subordinate to the lien of any first mortgage (and to the lien of any second mortgage given to secure payment of the purchase price) now or hereafter placed on any fairway lot. Sale or transfer of any such lot shall not affect such lien for dues. However, the sale or transfer of any fairway lot which is subject to such first mortgage, or purchase money second mortgage, pursuant to a decree of foreclosure under such mortgage or in lieu of foreclosure thereof, shall extinguish the lien for dues as to dues which became due prior to such sale or transfer. No sale or transfer shall relieve such fairway lot from liability for any dues thereafter becoming due or from the lien thereof.

5. The owners, contract purchasers and occupants of fairway lots must conform to such reasonable rules and regulations as the Twin Lakes Golf and Country Club may adopt for the protection of the comfort, safety and convenience of all club members..

6. Persons lawfully using the Twin Lakes Golf course shall have an easement to come upon fairway lots solely for the purpose of retrieving golf balls shot upon any such fairway lot.

7. Twin Lakes Golf and Country Club, the Developer, and each owner or contract purchaser of a lot or lots subject to this declaration, shall have the right to enforce, by any proceeding at law or In equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration. Failure of the Club, the Developer or any such owner or contract purchaser to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

8. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

9. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Twin Lakes Golf and Country Club and the owner or contract purchaser of any lot subject to this declaration including the Developer, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument terminating these covenants which is signed by not less than the owners or contract purchasers then owning seventy-five percent (75%) of the property then platted as Twin lakes, and thereafter by an instrument signed by not less than the owners or contract purchasers then owning seventy-five percent (75%) of the property then platted as Twin Lakes. Amendments shall take effect when they have been recorded with the Auditor of King County.

IN WITNESS WHEREOF, the Developer has executed this instrument this 28th day of April, 1977.

Recorded 5-2-77

**SUPPLEMENT
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
(TWIN LAKES NO. 7)**

WITNESSETH:

WHEREAS, the predecessor in interest of the Developer has previously executed and filed a certain Declaration of Covenants, Conditions and Restrictions which is recorded in Volume 4738 of Deeds, pages 453 to 489, records of King County, Washington; and

WHEREAS, said predecessor of the Developer has supplemented and amended said Declaration of Covenants, Conditions and Restrictions on various dates; and

WHEREAS, the predecessor of this Developer has sold to the undersigned Developer, STANDARD PACIFIC NORTHWEST CORPORATION as developer of Twin Lakes 7, the property described on the attached Exhibit A, and one of the conditions of said sale is the provision that certain dedications to the Twin Lakes Homeowners' Association occur if possible: and, that the existing Twin Lakes Covenants, Conditions and Restrictions, if possible, be Imposed as Covenants, Conditions and Restrictions on Division 7; and, that Division 7, if possible, be In every way a part of the Twin Lakes Community and the Homeowners' Association and,

WHEREAS, Article III, Section 2 of the Declaration of Covenants, Conditions and Restrictions permits annexation of additional properties; and,

WHEREAS, the predecessor of Developer is the original seller and the Developer of Division 7 is the purchaser of certain additional real property which is described in Exhibit A attached hereto and part of which is more particularly described as,

The Plat of Twin Lakes, Number 7 as recorded in Volume 101 of Plats, pages 43 and~, records of King County, Washington.

WHEREAS, Developer of Division 7 desire to subject Division 7 as described on Exhibit A to the Declaration of Covenants, Conditions and Restrictions previously recorded: and,

WHEREAS, the Developer further intends to subject said real property to this supplement;

NOW, THEREFORE, the Developer hereby declares that the certain real property located in King County, Washington, and described on Exhibit A and more particularly described as,

The Plat of Twin Lakes, Number 7, as recorded in Volume 101 of Flats, pages 43 and 44, records of King County, Washington;

and the real property described on Exhibit A attached hereto, where different from said plat, shall be held, sold and conveyed subject to the certain Declaration of Covenants, Conditions and Restrictions recorded in Volume 4738 of Deeds, Pages 453 to 489, under Auditor's File Number 5974786, records of King County, Washington, and the provisions of said Declaration of Covenants, Conditions and Restrictions, are hereby incorporated herein as though set forth in full; and

WHEREAS, the Developer of Division 7 hereby further declares that the following Supplemental Covenants, Conditions and Restrictions shall be applicable to Division 7 and where in conflict with said Declaration of Covenants, Conditions and Restrictions, this supplement shall be considered to be an amendment of said Declaration of Covenants, Conditions and Restrictions.

1. Fencing of Lakefront Lots. No fence, wall, hedge, or mass planting of any kind shall be erected, placed, maintained, or altered on any lot fronting on any lake until approved in writing as to height, shape, location, and design, by the Architectural Control Committee.

2. Riparian Rights Excluded. The fee title to the lots in the plat of Twin Lakes Number 7, to the extent applicable, shall not extend beyond the platted lot lines into or upon any body of water abutting such lots. All rights, title and interest to any such body of water is reserved by the Developer and the Developer of Twin Lakes, Division 7 for conveyance to the Twin Lakes Homeowners' Association, Inc., its successors and assigns.

3. Tract A, as indicated on the Plat of Twin Lakes, No. 7 as recorded in Volume 101 of Flats, pages 43 through, records of King County, Washington is by this instrument deeded and conveyed to the Twin Lakes Homeowners' Association, inc., its successors and assigns, for the common use and enjoyment of the members of that association.

4. Articles IX, Section 6; Article X, Section 1, paragraph (b), and Article XII, Section 3, shall be amended as indicated on the attached Exhibit B.

5. The materials included In the attached Exhibit C shall be added to the Declaration of Covenants, Conditions and Restrictions as they affect Plat of Twin Lakes No. 7.

6. Article IX, Section 2 has now been changed by the actions of the covenants in that, in accordance with the last sentence of the first paragraph, the Architectural Control Committee of the Association is performing Architectural Control Services for the existing divisions of Twin Lakes. For Architectural Control in Division 7 the Architectural Control Committee, from the effective date of the covenants through May 1, 1979 shall be composed of GORDON, JOHNSON, RON FOELL and ART SVENDSEN. Provided, however, that If, prior to said date Developer sells the last lot owned by Developer, in said divisions, then the earlier date shall cause the following change to occur. After said date or the earlier date If applicable, Architectural Control shall be with the Architectural Control Committee of the Association as specified in Section 2 of Article IX of the general protective covenants. Prior to said date, the materials to be submitted to the Twin Lakes Division 7, Architectural Control Committee in care of GORDON JOHNSON, 225-108th N.E., Bellevue, WA 98004.

Provided, further, that the Architectural Control Committee for the period prior to May 1, 1979, may approve a garage of a house in the divisions as a sales office for houses in the division and may also approve for posting in Division 7 only of sandwich signs for homes for sale.

IN WITNESS WHEREOF, said Developer has caused this Instrument to be executed by Its proper officers and its corporate seal to be hereunder affixed this 22nd day of April, 1977.

EXHIBIT B
AMENDMENTS SUGGESTED BY FHA

Or the purpose of Division 7 of Twin Lakes, the following provisions of the Twin Lakes Declaration of Covenants, Conditions and Restrictions recorded in Volume 4738 of Deeds, pages 453 to 489, as subsequently supplemented and amended and as hereby supplemented and amended in the following particulars:

1. Article IX, Section 8, is amended by eliminating the first sentence of said section and substituting for the title "Minimum Dwelling Cost" a new title, "Minimum Dwelling Size."

2. Article X, Section 1, is amended by eliminating Article X, Section 1 (b) and changing the title of Article X to read "Section 1. Underground Utilities." There is eliminated from said title the phrase "and all electric rate."

3. Article XII, Section 3 is amended by providing in said section that the term for the covenants and restrictions of this Declaration for Division 7, shall be for 30 years, with extensions, as provided in said Section 3. The 20 year term originally provided In said Section 3 Is replaced by 30 years for Division 7.

EXHIBIT C
SUPPLEMENTAL PROVISIONS

1. There shall be added after the first full sentence In Article IX, Section 2 of the covenants the following:

"No fence, wall or hedge, shall be erected, placed or altered on any lot nearer to any street than the building setback line, except, that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two feet above the finished grade at the back of said wail?"

2. The following additional covenants shall be added:

(a) Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(b) Oil and Mining Operation. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

(c) Water Supply. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped In accordance with the requirements, standards and recommendations of King County Health Department (state or local public health authority). Approval of such system as installed shall be obtained from such authority.

(d) **Sewage Disposal.** No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of King County Health Department (state or local public health authority). Approval of such system as installed shall be obtained from such authority.

(e) **Land Near Parks and Water Courses.** No building shall be placed nor shall any material or refuse be placed or stored on any lot within 213 feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

Recorded 4-27-77

**SUPPLEMENT
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

(TWIN LAKES NO. 8)

THIS DECLARATION, made this 8th day of December, 1977 by FINER HOMES, INC., a Washington corporation, hereinafter referred to as "Developer."

WITNESSETH:

WHEREAS, Developer's predecessor has previously executed and filed a certain Declaration of Covenants, Conditions and Restrictions which is recorded in Volume 4738 of Deeds, pages 453 to 489, under Auditors File No. 4975786, records of King County, Washington, with respect to certain real property described therein; and

WHEREAS, Article III, Section 2, thereof permits annexation of the additional properties described in Exhibit A attached thereto: and

WHEREAS, Developer is the present owner of certain additional real property described in said Exhibit A, which is more particularly described as the plat of Twin Lakes Division No. 6, as recorded in Volume 104 of plats, pages 23 through 25, records of King County, Washington; and

WHEREAS, Developer desires to subject a portion of such Twin Lakes Division No.8 to that certain Declaration of Covenants, Conditions and Restrictions previously recorded,

NOW, THEREFORE, Developer hereby declares that Twin Lakes Division No.8, as recorded in Volume 104 of plats, pages 23 through 25, records of King County Washington, with the exception of Tract A thereof, shall be held, sold and conveyed subject to the easement, restrictions, reservations, charges, liens, covenants and conditions set forth in the Declaration of Covenants, Conditions and Restrictions recorded in Volume 4738 of Deeds, pages 453 to 489, under King County Auditors File No. 5974786, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of said property.

In addition, Twin Lakes Division No. 8 shall be subject to the following easements, restrictions, reservations, charges, liens, covenants and conditions, which shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the properties described as Twin lakes Division No. 8 or any part thereof, and shall enure to the benefit of each owner thereof:

1. Fencing of lake, front lots. No fence, wall, hedge, or mass planting of any kind shall be erected, placed, maintained or altered on any lot fronting on any lake until approved in writing as to height, shape, location and design, by the Architectural Control Committee.

2. Riparian rights excluded. The fee title to the lots in the plat of Twin Lakes Division No. 8 shall not extend beyond the platted lot lines into or upon any body of water abutting such lots. All right, title and interest to any such body of water is reserved by Developer for conveyance to the Twin Lakes Homeowners' Association, a Washington Corporation, for the common use and enjoyment of all of the members of that Association.

IN WITNESS WHEREOF, the Developer has executed this instrument this 8th day of December, 1977.

Recorded 12-16-77

**SUPPLEMENT
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
(TWIN LAKES NO. 9)**

WITNESSETH:

WHEREAS, the predecessor in interest of the Developer has previously executed and filed a certain Declaration of Covenants, Conditions and Restrictions which Is recorded In Volume 4738 of Deeds, pages 453 to 489, records of King County, Washington; and

WHEREAS, said predecessor of the Developer has supplemented and amended said Declaration of Covenants, Conditions and Restrictions on various dates; and

WHEREAS, said predecessor of their Developer has sold to the undersigned Developer, STANDARD PACIFIC NORTHWEST CORPORATION as developer of Twin lakes 9, the property described on the and Restrictions which Is recorded In Volume 4738 of Deeds, pages 453 to 489, records of King County, Washington; and

WHEREAS, said predecessor of this Developer has sold to the undersigned Developer, STANDARD PACIFIC NORTHWEST CORPORATION as developer of Twin Lakes 9, the property described on the attached Exhibit A, and one of the conditions of said sale is the provision that certain dedications to the Twin Lakes Homeowners' Association occur if possible; and, that the existing Twin lakes Covenants, Conditions and Restrictions, if possible, be imposed as Covenants, Conditions and Restrictions on Division 9; and, that Division 9, if possible, be in every way a part of the Twin lakes Community and the Homeowners' Association; and,

WHEREAS, Article ill, Section 2 of the Declaration of Covenants, Conditions and Restrictions permits annexation of additional properties; and,

WHEREAS, the predecessor of Developer is the original seller and the Developer of Division 9 is the purchaser of certain additional real property which is described in Exhibit A attached hereto and part of which is more particularly described as,

The Plat of Twin Lakes, Number 9 as recorded in Volume 101 of Plats, page 86, records of King County, Washington.

WHEREAS, Developer of Division 9 desire to subject Division 9 as described on Exhibit A to the Declaration of Covenants, Conditions and Restrictions previously recorded; and,

WHEREAS, the Developer further intends to subject said real property to this supplement;

NOW, THEREFORE, the Developer hereby declares that the certain real property located in King County, Washington, and described on Exhibit A and more particularly described as,

The plat of Twin Lakes, Number 9, as recorded in Volume 101 of Plats, page 86, records of King County, Washington;

and the real property described on Exhibit A attached hereto, where different from said plat, shall be held, sold and conveyed subject to the certain Declaration of Covenants, Conditions and Restrictions recorded in Volume 4738 of Deeds, Pages 453 to 489, under Auditor's File Number 5974786, records of King County, Washington, and the provisions of said Declaration of Covenants, Conditions and Restrictions, are hereby incorporated herein as though set forth in full; and

WHEREAS, the Developer of Division 9 hereby further declares that the following Supplemental Covenants, Conditions and Restrictions shall be applicable to Division 9 and where in conflict with said Declaration of Covenants, Conditions and Restrictions, this supplement shall be considered to be an amendment of said Declaration of Covenants, Conditions and Restrictions.

1. Fencing of Lakefront Lots. No fence, wail, hedge, or mass planting of any kind shall be erected, placed, maintained, or altered on any lot fronting on any lake until approved In writing as to height, shape, location, and design, by the Architectural Control Committee.

2. Riparian Rights Excluded. The fee title to the lots in the plat of Twin Lakes Number 9, to the extent applicable, shall not extend beyond the platted lot lines into or upon any body of water abutting such lots. All rights, title and interest to any such body of water is reserved by the Developer and the Developer of Twin Lakes, Division 9 for conveyance to the Twin Lakes Homeowners' Association, Inc., its successors and assigns.

3. Tract A, as indicated on the Plat of Twin Lakes, No. 9, as recorded In Volume 101 of Plats, pages 43 through, records of King County, Washington, is by this instrument deeded and conveyed to the Twin Lakes Homeowners' Association, Inc., its successors and assigns, for the common use and enjoyment of the members of that association.

4. Articles IX, Section 6; Article X, Section 1, paragraph (b), and Article XII, Section 3, shall be amended as indicated on the attached Exhibit B.

5. The materials included in the attached Exhibit C shall be added to the Declaration of Covenants, Conditions and Restrictions as they affect Plat of Twin Lakes No. 9.

6. Article IX, Section 2 has now been changed by the actions of the covenants In that, in accordance with the last sentence of the first paragraph, the Architectural Control Committee of the Association is performing Architectural Control Services for the existing divisions of Twin Lakes. For Architectural Control in Division 9, the Architectural Control Committee, from the effective date of the covenants through May 1,1979 shall be composed of GORDON JOHNSON, RON FOELL and ART SVENDSEN. Provided, however, that if, prior to said date Developer sells the last lot owned by Developer, In said divisions, then the earlier date shall cause the following change to occur. After said date or the earlier date if applicable, Architectural Control shall be with the Architectural Control Committee of the Association as specified in Section 2 of Article IX of the general protective covenants. Prior to said date, the materials to be submitted shall be submitted to the Twin Lakes Division 9, Architectural Control Committee in care of GORDON JOHNSON, 225- 108th. N.E., Bellevue, WA 98004.

Provided, further, that the Architectural Control Committee for the period prior to May 1, 1979, may approve a garage of a house in the divisions as a sales office for houses In the division and may also approve for posting in Division 9 only of sandwich signs for homes for sale.

IN WITNESS WHEREOF, said Developer has caused this instrument to be executed by its proper officers and its corporate seal to be hereunder affixed this 22nd day of April, 1977.

EXHIBIT B

AMENDMENTS SUGGESTED BY FHA

Or the purpose of Division 7 of Twin Lakes, the following provisions of the Twin Lakes Declaration of Covenants, Conditions and Restrictions recorded in Volume 4738 of Deeds, pages 453 to 489, as subsequently supplemented and amended and as hereby supplemented and amended in the following particulars:

1. Article IX, Section 6, is amended by eliminating the first sentence of said section and substituting for the title "Minimum Dwelling Cost" a new title, "Minimum Dwelling Size."

2. Article X, Section 1, is amended by eliminating Article X, Section 1 (b) and changing the title of Article X to read "Section 1. Underground Utilities." There is eliminated from said title the phrase "and all electric rate."

3. Article XII, Section 31, is amended by providing in said section that the term for the covenants and restrictions of this Declaration for Division 7, shall be for 30 years, with extensions, as provided in said Section 3. The 20 year term originally provided in said section 3 is replaced by 30 years for Division 7.

EXHIBIT C

SUPPLEMENTAL PROVISIONS

1. There shall be added after the first full sentence in Article IX, Section 2 of the covenants the following:

No fence, wall or hedge, shall be erected, placed or altered on any lot nearer to any street than the building setback line, except, that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two feet above the finished grade at the back of said wall."

2. The following additional covenants shall be added:

(a) **Nuisances.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(b) **Oil and Mining Operation.** No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

(c) **Water Supply.** No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of King County Health Department (state or local public health authority). Approval of such system as installed shall be obtained from such authority.

(d) **Sewage Disposal.** No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of King County Health Department (state or local public health authority). Approval of such system as installed shall be obtained from such authority.

- (e) **Land Near Parks and Water Courses.** No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural watercourse is not altered or blocked by such fill.

Recorded 4-27-77

**SUPPLEMENT
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
(TWIN LAKES NO. 10)**

THIS DECLARATION, made this 6th day of November 1978, by Elmer P. Hickel and Kathryn L. Hickel, his wife, and Robert A. Pailca and Margarete Pailca, his wife, hereinafter referred to as "Developer."

WITNESSETH:

WHEREAS, Developer's predecessor has previously executed and filed a certain Declaration of Covenants, Conditions and Restrictions which is recorded in Volume 4738 of Deeds, pages 453 to 489, under Auditor's File No. 5974786, records of King County, Washington, with respect to certain real property described therein: and

WHEREAS, Article III, Section 2, thereof permits annexation of the additional properties described in Exhibit A attached thereto; and

WHEREAS, Developer is the present owner of certain additional real property described in said Exhibit A, which is more particularly described as the plat of Twin Lakes Division No. 10, as recorded in Volume 109 of plats, pages 50 through 51, records of King County, Washington; and

WHEREAS, Developer desires to subject a portion of such Twin Lakes Division No. 10 to that certain Declaration of Covenants, Conditions and Restrictions previously recorded,

NOW, THEREFORE, Developer hereby declares that Twin Lakes Division No. 10, as recorded in Volume 109 of plats, pages 50 through 51, records of King County, Washington, shall be held, sold and conveyed subject to the easements, restrictions, reservations, liens, charges, covenants, and conditions as set forth in the Declaration of Covenants, Conditions and Restrictions recorded in Volume 4738 of Deeds, Pages 453 to 489, under King County Auditor's File Number 5974786, as heretofore referred to, which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of said properties; and

WHEREAS, the Developer of Division 10 hereby further declares that the following Supplemental Covenants, Conditions and Restrictions shall be applicable to Division 10 and where in conflict with said Declaration of Covenants, Conditions and Restrictions, this supplement shall be considered to be an amendment of said Declaration of Covenants, Conditions and Restrictions.

1. Tract A, indicated on the Plat of Twin Lakes, No. 10, as recorded in Volume 109 of Plats, pages 50 through 51, records of King County, Washington is by this instrument deeded and conveyed to the Twin Lakes Homeowner's Association, Inc., its successors and assigns, for the common use and enjoyment of the members of that association.

2. The Architectural Control Committee of the Twin Lakes Homeowners' Association, Inc., for the period to October 1, 1980, may approve a garage of a house in

Division 10 as a sales office for houses in said Division and may also approve for posting in Division 10 real estate signs of sale of such size, location, and number as may be acceptable to the committee.

IN WITNESS WHEREOF, said Developer has caused this instrument to be executed by its proper officers and its corporate seal to be hereunder affixed this 8th day of November 1978.

Recorded 2-6-79

EXHIBIT A

Job No. 63650

**COMBINED LEGAL DESCRIPTION OF "TWIN LAKES" OVERALL
SHERWOOD DEVELOPMENT CO.**

N.E. 1/4 of the NW. 1/4—Sec. 13, Twp. 21 N, R3E., W.M.; (40 Ac. more or less)
N.W. 1/4 of the N.W. 1/4—Sec. 13, Twp. 21 N, R3E., W.M.; (40 Ac. more or less)
S. 112—N.W. 1/4—Sec. 13, Twp. 21 N, R3E., W.M. (18.55 Ac. more)
EXCEPT the south 120 ft. of the West 363 ft. of the (or less)
East 393 ft. thereof, and EXCEPT the East 30 ft.
thereof for County Road;

The N.E. 1/4 of the S.E. 1/4 of the N.W. 1/4 of Section 13, Township 21 North Range 3 East of W.M., LESS the east 520.00 feet thereof.

The N.E. 1/4 of the S.E. 1/4 of the N.W. 1/4 of Section 13, township 21 North, Range 3 East, W.M.

The N.E. 1/4 of the W.W. 1/4 of the N.W. 1/4 of Section 13, Township 21 North, Range 3 East, W.M.

The N. 1/2 of the N.W. 1/4 of the S.W. 1/4 of the N.W. 1/4 of Section 13, Township 21 North, Range 3 East W.M. (27.3749 ac.)

That portion of the N. 1/2 of the S.W. 1/4 of the N.E. 1/4 of Section 13, Township 21 North, Range 3 East, W.M. described as follows:

Beginning of the northwest corner of said subdivision: thence S. 88° 46' 10" E. along the north line of said subdivision 383.00 feet: thence S. 51° 01' 22" W. 161.10 feet: thence S. 63° 34' 42" W. 162.71 feet: thence N. 89° 01' 46" W. 115.00 feet to the west line of said subdivision: thence N. 0° 58' 14" E. along said west line 180.00 feet to the Point of Beginning. (1.092 Ac.)

The North 150.00 feet of the east 520.09 feet of the N. 1/2 of the N. 1/2 of the S.E. 1/4 of the N.W. 1/3 of Section 13, Township 21 North, Range 3 East, W.M.
King County Washington. (1.791 Ac.)

S.E. 1/4 of Sec. 11, Township 21 North, Range 3 East, W.M. EXCEPT the west 118.00 feet of the South 3/4 of said S.E. 1/4 lying south of the north 132 feet thereof. (155 Ac. more or less)

N.E. 1/4 of Section 14, Township 21 North, Range 3 East, W.M., EXCEPT the S. 1/4 of the S.E. 1/4 thereof and EXCEPT the S. 1/2 of the E. 1/2 of the N. 3/4 of the S.E. 1/4 thereof; (142.5 Ac. more or less)

That portion of the N.W. 1/4 of Section 14, Township 21 North, Range 3 East W.M., lying easterly of the F.B. Hoyt County Road, EXCEPT portion deeded to King County for 47th Avenue S.W.: and EXCEPT the West 150.00 feet of the South 100.00 feet of the N. 1/2 of the N. 1/2 of the S. 1/2 of the N.E. 1/4 of said N.W. 1/4: and EXCEPT the portion of the W. 1/2 of the S. 1/2 of the S. 1/2 of the N.E. 1/4 of said N.W. 1/4 described as follows:

Beginning at a point on the south line of said subdivision which bears East 308.6 feet from the southwest corner thereof and which point intersects the northeasterly margin of 47th Avenue S.W.; thence east 122.0 feet along the south line of said subdivision; thence north 2° west 168.0 feet; thence west 98.5 feet; thence south $50^{\circ}18'$ west 124.0 feet to said northeasterly road margin; thence south $40^{\circ}49'$ east along said road margin 118.7 feet, to the true point of beginning.

(56.3 ac. more or less)

ALL IN KING COUNTY, WASHINGTON and containing 482.6 Acres more or less.