RECORDED AT THE REQUEST OF AND AFTER RECORDING RETURN TO:

Beth A. Clark Foster Pepper & Shefelman Suite 3400, 1111 Third Avenue Seattle, Washington 98101



DECLARATION

AND

COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS

FOR

FORSTER WOODS

43700.2 8/18/92 3:03pm

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THIS DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS FOR FORSTER WOODS (the "Declaration") is made by Forster Woods Limited Partnership, a Washington Limited Partnership ("Declarant"), as of this day of , 1992.

RECITALS

Declarant is the owner of certain real property (the "Plat of Forster Woods") located in the City of North Bend, King County, Washington. The Plat of Forster Woods has been granted preliminary plat approval by the City of North Bend, as depicted in the approved site plan which is a part of the preliminary plat approval granted pursuant to City of North Bend Ordinance No. 797 ("Preliminary Plat Approval").

Division 1 of the Plat of Forster Woods consists of Lots 1 through 50, legally described in Exhibit A hereto and depicted in the final plat of Division 1 of Forster Woods, recorded in Volume of Plats, pages of Final County, Washington. Division 1 also is referred to herein as the "Property."

Declarant wishes to subject the Property to this Declaration.

As hereinafter provided in this Declaration, Declarant retains and reserves the right, privilege and option to submit to the provisions of this Declaration at a later time and from time to time as a part of the Forster Woods community, all or any portion of certain of the property comprising the Plat of Forster Woods, as legally described in Exhibit B hereto (the "Additional Property").

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

ARTICLE 1 DEFINITIONS

- Section 1.01 <u>Words Defined</u>. For the purposes of this Declaration and any amendments hereto, the following terms shall have the following meanings and all definitions shall be applicable to the singular and plural forms of such terms:
- 1.01.01 "Additional Property" shall mean the real property shown on Exhibit B which may be included in the Forster Woods community, together with all improvements thereon.
- 1.01.02 "Association" shall mean the Forster Woods Owners' Association described in Article 4 of this Declaration, its successor and assigns.
- 1.01.03 "Board" shall mean the board of directors of the Association.
- "Common Area" and "Common Area Improvements" 1.01.04 shall mean all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners. The Common Areas may include maintenance areas, stormwater retention and detention tracts and areas, native growth protection easements, sidewalks, street lighting, if any, planted landscape features, signage and any other areas owned by the Association and designated as Common Areas by Declarant. The Common Areas to be owned by the Association at the time of conveyance of the first Lot to an Owner other than Declarant are described herein and depicted on the final recorded plat of the Property. Additional Common Areas designated as such on later divisions of the Plat of Picnic Point may be dedicated at the time Additional Property is added to the Property by amendment hereto.
- 1.01.05 "Construction" and "Constructed" shall mean any construction, reconstruction, erection or alteration of an improvement on a Lot, except wholly interior alterations to a then existing Structure.
- 1.01.06 "Declarant" shall mean Forster Woods Limited Partnership, a Washington Limited Partnership.
- 1.01.07 "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions, and Reservations for Forster Woods, as it may from time to time be amended.
- 1.01.08 "First Mortgage" and "First Mortgagee" shall mean, respectively: (a) a recorded Mortgage on a Lot that has legal priority over all other Mortgages thereon; and (b) the holder of a first mortgage. For purposes of determining the percentage of First Mortgagees approving a proposed decision or course of action in cases where a Mortgagee holds First Mortgages

on more than one Lot, such Mortgagee shall be deemed a separate Mortgagee for each such First Mortgage so held.

- 1.01.09 "Lot" shall mean any one of the fifty (50) lots numbered lots 1 through 50, together with the Structures and improvements, if any, thereon, and shall include any subsequent lots intended for a single-family dwelling shown on any recorded plat for a subsequent division within the Plat of Forster Woods at such time as such subsequent division is added hereto.
- 1.01.10 "Mortgage" shall mean a recorded mortgage or deed of trust that creates a lien against a Lot and shall also mean a real estate contract for the sale of a Lot.
- 1.01.11 "Mortgagee" shall mean the beneficial owner, or the designee of the beneficial owner, of an encumbrance on a Lot created by a mortgage or deed of trust and shall also mean the vendor, or the designee of a vendor, of a real estate contract for the sale of a Lot.
- 1.01.12 "Owner" shall mean the record owner, whether one or more Persons, of fee simple title to a Lot within the Property, including a contract seller except those having such interest merely for the performance of an obligation.
- 1.01.13 "Participating Builder" shall mean a Person who acquires from Declarant two or more Lots for the purpose of improving the same for resale to future Owners.
- 1.01.14 "Person" shall mean an individual, corporation, partnership, association, trustee, or other legal entity.
- 1.01.15 "Plat of Division 1" shall mean the recorded plat of Division 1 of Forster Woods and any amendments, corrections or addenda thereto subsequently recorded.
- 1.01.16 "Property" shall mean the land described on Exhibit A, together with all improvements thereon, and upon submission to the provisions of this Declaration, the land described in Exhibit B or any portion thereof, together with improvements thereon.
- 1.01.17 "Structure" shall mean any residence, accessory building, fence, wall, driveway, walkway, patio, deck, swimming pool, or the like constructed on a Lot.
 - 1.01.18 "Transition Date" is defined in Section 4.10.
- Section 1.02 <u>Form of Words</u>. The singular form of words shall include the plural and the plural shall include the singular. Masculine, feminine, and neuter pronouns shall be used interchangeably.

ARTICLE 2 PLAN OF DEVELOPMENT

Section 2.01 <u>Development of Property</u>. The Forster Woods community initially shall consist of the Property described in Exhibit A. The Property contains fifty (50) Lots and one single-family residence may be constructed on each such Lot. The Property also includes the Common Areas owned by the Association and designated as such on the Plat of Division 1. All Lots within Forster Woods shall be and are hereby restricted exclusively to a single-family residential use and shall be subject to the standards and restrictions set forth in Article 4 hereof.

Declarant shall have the right, but not the obligation, for so long as Declarant owns any Lot or has the unexpired option to add the Additional Property or any portion thereof to the property, to make improvements and changes to all Common Areas for:

(a) installation and maintenance of any improvements; and

(ii) installation and maintenance of any water, sewer and other utilities systems and facilities.

Plan of Development of Additional Property; Section 2.02 Multi-Family Residential Areas. Declarant hereby reserves the option, to be exercised in its sole discretion, to submit from time to time the Additional Property or portion or portions thereof to the provisions of this Declaration and thereby to cause the Additional Property or a portion or portions thereof to become part of the Property. At this time, Declarant intends that the Forster Woods community shall include three (3) additional single-family residential divisions, in addition to the Declarant intends that in the event all divisions are included in the Property, there shall be approximately 230 single-family residences, together with certain Common Areas devoted to passive and active recreational use by all Owners on an equal basis. However, Declarant is not obligated to include any Additional Property or improvements to the Property as presently configured and reserves the right to develop more or fewer Lots, and more or less recreational improvements within the Common Areas, at Declarant's sole option, consistent with the following:

- 2.02.01 The option to add the Additional Property as described herein may be exercised from time to time by Declarant in its sole discretion at any time prior to the expiration of the ten (10) year period commencing on the recording date of this Declaration;
- 2.02.02 Portions of the Additional Property may be added to the Property at different times, and there are no limitations fixing the boundaries of those portions or regulating the order, sequence or location in which any of such portions may be added to the Property;

within the Additional Property to convey to the Purchaser thereof the title to such interest, together with its appurtenant membership and voting rights in the Association. Any provision of this Declaration to the contrary notwithstanding, the provisions of the foregoing plan of development as set forth in this Article 2 may not be abrogated, modified, rescinded, supplemented or amended in whole or in part without the prior written consent of Declarant.

ARTICLE 3 COMMON AREAS AND EASEMENTS

Section 3.01 <u>Common Areas</u>. "Common Areas" and "Common Area Improvements" shall include the Common Areas in tracts described or depicted in the Plat of Division 1 and as further described below. Specifically, Common Areas shall include the following tracts, all of which are depicted and described in the Plat of Division 1, and are to be maintained by the Association as further described herein:

Tract A: Open Space and Landscaping Berm Tract B: Storm Detention Ponds A and B

Tract C: Storm Detention Pond C, Open Space, Playfield, Tot Lot and Walking Paths

Tract I: Open Space and Native Growth Protection Easement
Tract J: Open Space and Native Growth Protection Easement
Tract K: Open Space and Native Growth Protection Easement
Tract L: Community Hall site, Tot Lot, Sport Court with
basketball hoop and Walking Paths

Tract M: Open Space and Native Growth Protection Easement with trail access to Tract C

Tract N: Open Space and Native Growth Protection Easement

In addition, Common Areas shall include all recreational facilities from time to time constructed therein by Declarant in connection with development of the Additional Property. At the present time, Declarant's intent is to construct three tot lots with "big boy" type play equipment and a playfield within the Common Areas in connection with development of the Additional Property. ALL RECREATIONAL FACILITIES WITHIN COMMON AREAS, WHENEVER AND WHEREVER LOCATED, SHALL BE AVAILABLE FOR USE ON A NON-DISCRIMINATORY BASIS BY ALL OWNERS WITHIN THE PROPERTY, INCLUDING ANY ADDITIONAL PROPERTY FROM TIME TO TIME MADE A PART HEREOF.

Section 3.02 <u>Association to Maintain Common Areas</u>. The Association shall have the right and the obligation to maintain the Common Areas.

Section 3.03 <u>Alteration of Common Area</u>. Nothing shall be altered or constructed upon or removed from the Common Areas except upon the prior written consent of the Board. With respect to those Common Areas which include native growth protection

easement areas, no construction or alteration shall be allowed within such native growth protection easement areas without the prior written consent of the City of North Bend.

- Section 3.04 <u>Easements for Utilities and Drainage</u>. Declarant does hereby establish, create and reserve for the benefit of itself, the Association and all Owners, and their respective heirs and assigns, the following easements:
- (a) An easement to TCI Cable, Tanner Electric, the City of North Bend, Washington Natural Gas Co., and Pacific Telecon, and their successors and assigns, under and upon the exterior ten (10) feet, parallel with and adjoining the street frontage of all lots and tracts, in which to install, lay, construct, renew, operated, and maintain underground conduits, cable, pipelines, water and sewer mains, and wires with necessary facilities and other equipment for the purpose of service to this subdivision and other property with electric, telephone, gas, cable T.V. service, sewer and water, together with the right to enter upon the lots at all times for the purposes stated; and,
- (b) Easements two and one-half (2.5) feet in width, parallel with and adjacent to all interior lot lines, and five (5) feet in width, parallel with and adjacent to all rear lot lines for the purposes of utilities and private drainage

(hereinafter, the "Utilities and Drainage Easements"). Owner shall allow or permit any Structure, fill or landscaping to be located, installed or grow upon the area subject to the Utilities and Drainage Easements which might in any way damage or interfere with the installation and operation of such utilities and systems. In particular, no lines or wires for the transmission of electric current or for telephone use, cable t.v., fire or police signals, or for other purposes, shall be placed upon any Lot outside the Structures thereon unless the same shall be underground or in conduit attached to a Structure. Each person utilizing the Utilities and Drainage Easements areas located on another's Lot shall promptly restore such area to a condition as close to its original condition as reasonably practical after making such use. Each Lot Owner shall maintain the area of his Lot subject to the Utilities and Drainage Easements in a condition which will not interfere with the operation and maintenance of said utilities and systems.

Section 3.05 <u>Storm Water Facilities</u>. All storm water detention and retention facilities located in tracts or easements outside of the City of North Bend right-of-way shall be owned and maintained by the Association as a Common Area expense.

Section 3.06 <u>Public Areas</u>. Any public areas within the Property shall be subject to all ordinances, rules and regulations of the appropriate governmental agencies with jurisdiction.

ARTICLE 4 CONSTRUCTION ON LOTS AND USE OF LOTS

Section 4.01 <u>Permitted Structures</u>. No Structure of any kind shall be constructed, altered, added to or maintained upon any Lot or any other part of the Property, except: (a) improvements or structures which are constructed by Declarant or its agents or assigns; (b) such structures as are approved by the Board in accordance with this Article 4; or (c) structures which pursuant to this Article 4 do not require consent of the Board.

Uniformity of Use and Appearance. Section 4.02 One of the purposes of this Declaration is to assure within the Property: (a) a uniformity of use and quality of workmanship, materials, design, maintenance and location of Structures with respect to topography and finish grade elevation; and (b) that there will be no undue repetition of external designs. It is in the best interests of each Owner that such uniformity of use be maintained as hereinafter provided. Architecture of all structures shall be limited to traditional styles. Contemporary style architecture will not be considered for approval under Section 4.03. building (except for accessory structures) shall be erected, altered, placed or permitted to remain on any Lot other than one single family dwelling. Accessory structures including storage buildings are permitted as allowed by the requirements of this Notwithstanding anything herein set forth, the Construction of any Structure shall comply with the more restrictive of either (i) the terms and conditions of this Declaration or (ii) the laws, codes, ordinances and regulations of any governmental entity having jurisdiction.

Section 4.03 Submission of Plans. At least twenty (20) days before commencing Construction of any Structure on any Lot, the Owner shall submit to the Board two (2) complete sets of detailed building, Construction, surface water run-off control and landscaping plans and specifications and a site plan showing the location of all proposed Structures (the plans, specifications and site plans are individually and collectively referred to herein as the "Plans"). The Plans shall be submitted in a form satisfactory to the Board, which may withhold its approval by reason of its reasonable dissatisfaction with the location of the Structure on the Lot, color scheme, finish, architecture, height, impact on view from another Lot or Lots, appropriateness of the proposed Structure, materials used therein, or because of its reasonable dissatisfaction with any other matter which, in the reasonable judgment of the Board, would render the proposed Structure inharmonious with the general plan of development of the Property or other Structures nearby. The Board's approval or disapproval of Plans shall be in writing and approval shall be evidenced by written endorsement on such Plans, one copy of which shall be delivered to the Owner of the Lot upon which the Structure is to be Constructed. In any judicial action to enforce the Board's decision the losing party shall pay the

prevailing party's attorney's fees and costs including those incurred in connection with any appeal.

Section 4.04 Construction. No Structure shall be Constructed or caused to be Constructed on any Lot unless the Plans for the Structure, including landscaping, have been approved in writing by the Board. The Board's review and approval or disapproval of Plans on the basis of cost, aesthetic design, harmony with previously approved Structures on or about other Lots in the Property, location, or consistency with this Declaration shall be absolute and enforceable in any court of competent jurisdiction. The Board's approval of any Plans, however, shall not constitute any warranty or representation whatsoever by the Board or any of its members that such Plans were examined or approved for engineering or structural integrity or sufficiency or compliance with applicable governmental laws, codes, ordinances and regulations, and each Owner hereby releases any and all claims or possible claims against the Board or any of them, and their heirs, successors and assigns, or of any nature whatsoever, based upon engineering or structural integrity or sufficiency or compliance with applicable governmental laws, codes, ordinances and regulations.

If, after the expiration of two (2) years from the closing of any sale or other conveyance of a Lot to Owner, Owner shall not have in good faith commenced the construction of an acceptable Structure thereon, Declarant may, at its option, rescind such sale or conveyance, refund all or such portion of the purchase price as has been paid, if any, without interest thereon, and enter into possession of such Lot.

Section 4.05 Minimum Size.

- 4.05.01 Floor Area. The floor area of the main house Structure, exclusive of open porches and garages shall be not less than: (a) 1,350 square feet for a dwelling containing a single level; and (b) 1,650 square feet for a dwelling containing two levels. The Board shall have the discretion to reduce minimum floor area requirements upon a showing of topographical or other physical constraints which limit buildable area.
- 4.05.02 <u>Lot Size</u>. 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 the lot is located.
- Section 4.06 <u>Maximum Height</u>. All buildings or Structures shall be Constructed in accordance with the City of North Bend and other applicable codes.

Section 4.07 <u>Use Restrictions</u>.

4.07.01 Residential Use. The dwellings within the Structures are intended for and restricted to use as single

prevailing party's attorney's fees and costs including those incurred in connection with any appeal.

structed or caused to be Constructed on any Lot unleas the plans for the Structure, including landscaping, have been approved in viling by the Board. The Board's review and approved in proval of plans on the basis of cost, aesthetic design, harmony with peviously approved Structures on or about other Lots in the Property, location, or consistency with this Declaration shall be The Board's approval of any plans, however, shall not constitute any abaranty for representation whatscever by the Board or any of the mering or atructural integrity or sufficiency or compliance with applicable governmental laws, codes, ordinances and regulations, and each Owner hereby releases any and all claims or possible sors and assigns, or of any nature whatscever, based upon enginering or structural integrity or sufficiency or compliance sors and assigns, or of any nature whatecever, based upon enginering or structural integrity pr sufficiency or compliance with and assigns, or of any nature whatecever, based upon engineering or structural integrity pr sufficiency or compliance with applicable governmental laws, codes, ordinances and regulations.

If, after the expiration of two (2) years from the closing of any sale or other conveyance of a Lot to Owner, Owner shall not have in good faith commenced the construction of an acceptable Structure thereof Declarant may, at its option, rescind such sale or conveyance, refund all or such portion of the purchase price as has been paid, if any, without interest thereon, and enter into possession of such Lot.

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4.05.02 Lot Size. No lot or portion of a lot in this transferred whereby the ownership of any portion of this plet shall be less than the area required for the use district in which the lot is located.

Section 4.06 Maximum Height. All buildings or Structures and other applicable codes.

Section 4.07 Use Restrictions.

4.07.01 Residential Usa. The dwellings within the Structures are intended for and restricted to use as single

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family residences only, on an ownership, rental, or lesse basis, and for social, recreational, or other reasonable activities normally incident to such use. In addition to the foregoing, Declarant and any Participating Builder may use dwellings it owns as sales offices and models for sales of other Lots.

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4.07.02 Maintenance of Buildings and Lotg. Each exterior of the Structure on the Coner's Lot, as well as the Lot, in a clean and sanitary condition, free of rodents and peris, and in good order, condition, free of rodents and peris, and ing, painting, landscaping, and maintenance at any time necessary to maintain the appearance and condition of the Structure and the

4.07.03 Completion of Construction. Any Structure erected or placed on any lot shall be completed as to external appearance within nine (9) months from the date Construction is started, however, with good cause shown, the Board may extend this term. All yards and landscaping must be completed within three (3) months from the date of completion of the Structure, however, with good cause shown, the Board may extend this term. All Lots shall be maintained in a neat and orderly condition during Construction.

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

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4.07.05 £igng. No sign of any kind shall be displayed to the public view on or from any Lot without the prior written consent of the Board, except for "For Rent" or "For Sale" signs in a form not prohibited by any rules and regulations of the Board. This Sachien shall not apply to the Declarant or any Participating Builder. stock, poultry, reptiles or pigs, shall not be kept on any lotHousehold pets shall not exceed three in number; provided that
Household pets shall not exceed three in number; provided that
unveaned pupples or kittens may be kept. All mimmal enclosures
must be kept in a clean, neat and odor-free condition at all
times. All animals must be kept at a distance of not less than
forty (40) feet from abutting Structures and storm water facilities. The Board may at any time require the removal of any pet
which it finds is disturbing other Owners or tenants unreasonably, in the Board's determination, and may exercise this
authority for specific pets even though other pets are permitted
to remain. Hotwithstanding anything set forth herein all Owners
shall comply with all applicable governmental laws, codes, ordinances, and regulations pertaining to animals.

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family residences only, on an ownership, rental, or lease basis, and for social, recreational, or other reasonable activities normally incident to such use. In addition to the foregoing, Declarant and any Participating Builder may use dwellings it owns as sales offices and models for sales of other Lots.

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

eracted or placed on any Lot shall be completed as to external appearance within nine (9) months from the date Construction is started, however, with good cause shown, the Board may extend this term. All yards and landscaping must be completed within three (3) months from the date of completion of the Structure, however, with good cause shown, the Board may extend this term. All Lots shall be maintained in a neat and orderly condition during Construction.

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

4.07.05 <u>Signs</u>. No sign of any kind shall be displayed to the public view on or from any Lot without the prior written consent of the Board, except for "For Rent" or "For Sale" signs in a form not prohibited by any rules and regulations of the Board. This Section shall not apply to the Declarant or any Participating Builder.

4.07.06 Animals. Animals, including horses, livestock, poultry, reptiles or pigs, shall not be kept on any lot. Household pets shall not exceed three in number; provided that unveaned puppies or kittens may be kept. All animal enclosures must be kept in a clean, neat and odor-free condition at all times. All animals must be kept at a distance of not less than forty (40) feet from abutting Structures and storm water facilities. The Board may at any time require the removal of any pet which it finds is disturbing other Owners or tenants unreasonably, in the Board's determination, and may exercise this authority for specific pets even though other pets are permitted to remain. Notwithstanding anything set forth herein all Owners shall comply with all applicable governmental laws, codes, ordinances, and regulations pertaining to animals.

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- 2.02.03 If the Additional Property or any portion thereof is added to the development, the layout and design of the Property shall be substantially in accordance with the Plat of Forster Woods previously approved by the City of North Bend;
- The option reserved by Declarant to cause all 2.02.04 or any portion of the Additional Property to become part of the development shall in no way be construed to impose upon Declarant any obligation to add all or any portion of the Additional Property or to construct thereon any improvements of any nature whatsoever. The option reserved to Declarant to add the Additional Property may be exercised by execution of an amendment to this Declaration which shall be filed with the Department of Records and Elections of King County, Washington, together with a revision of or addition to the site plan showing the Additional Property or such portion or portions thereof as are being added. Simultaneously therewith, Declarant shall convey to the Association all Common Areas contained within the Additional Property. Any such amendment shall expressly submit the Additional Property or such portion thereof to all the provisions of this Declara-If the Additional Property or any portion thereof is added to the Property, then the number of votes in the Association shall also increase accordingly by the number of Lots in the Additional Property so that there shall continue to be a uniform and consistent method of voting an assessment within the Property.

In addition, Declarant intends to develop a portion of the Plat of Forster Woods with multi-family residential apartment units as approved by the City of North Bend in the Preliminary Plat Approval. At the present time, Declarant's intent is to develop the multi-family area in two divisions which will include a total of 250 multi-family residences, together with certain recreational areas for the exclusive use of the residents of the multi-family units. The property to be developed as a multifamily residential area is not part of the Forster Woods Community and is not subject to this Declaration. In addition, the residents of the multi-family units are not "Owners" as that term is defined herein and shall not have the right or privilege to use the Common Areas owned by the Association nor shall they have any maintenance obligations therefor. Declarant may in its discretion develop separate covenants, conditions and restrictions which shall be binding upon the multi-family residential divisions.

Section 2.03 <u>Interest Subject to Plan of Development</u>. Every purchaser of a Lot within the Property shall purchase such interest and every Mortgagee and lienholder holding an interest therein shall take title, or hold such security interest with respect thereto, with notice of Declarant's plan of development as herein set forth and Declarant shall have and does hereby specifically reserve the right to add the Additional Property or any portion thereof to the Property as hereinabove provided. Declarant further reserves the right with respect to all Lots

- 4.07.07 <u>Temporary Structures</u>. No Structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be installed, placed or used on any Lot as a residence, either temporarily or permanently.
- 4.07.08 <u>Clothes Lines</u>. No washing, rugs, clothing, apparel or any other article shall be hung from the exterior of any Structure or on a Lot so as to be visible from the streets and roadways adjoining the Lots.
- 4.07.09 Radio and Television Aerials. No television or radio aerial shall be erected or placed on any Lot which is more than six (6) feet in height above the highest point (exclusive of chimneys) on the Structure upon which it is erected. No rotary beams, separate towers or other similar devises shall be constructed on any Lot without the written approval of the Board. No satellite receiving dishes or other such electronic receiving devices shall be located on any Lot in a location that is visible from the adjoining homes, streets, and roadways. All aerial installations must receive prior written approval from the Board.
- 4.07.10 <u>Trash Containers and Debris</u>. All trash shall be placed in sanitary containers either buried or screened so as not to be visible from adjoining Structures or streets or roadways. No Lot or any portion thereof shall be used as a dumping ground for trash or rubbish of any kind. Yard rakings, dirt and debris resulting from landscaping work or Construction shall not be dumped onto adjoining lots or streets or roadways. Compost piles may be kept upon the Lots provided they are kept in a clean, neat and sanitary condition.
- 4.07.11 Offensive Activity. No trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind, including day schools, nurseries, or church schools, shall be conducted or permitted on any Lot, nor shall goods, equipment, vehicles or materials used in connection therewith, be kept, parked, stored, dismantled or repaired outside of any Lot or any street within the Property. No noxious or offensive activity, including but not limited to the creation of excess levels of noise, shall be carried on in any Lot, nor shall anything be done therein which may be or become an annoyance or nuisance to other Owners or tenants.
- 4.07.12 <u>Setbacks</u>. Unless a greater setback is required by the City of North Bend, no Structure shall be located closer than: (a) twenty (20) feet from the front line of any Lot; or (b) ten (10) feet from the sidelines of any Lot. Rear setbacks will be per City of North Bend requirements. A special setback is required for Lots 34 and 35 as follows: A fifty (50) foot building setback from the upland edge of the adjacent wetland is required for all Structures. For purposes of this subsection 4.07.12, eaves, steps and open porches shall not be considered as part of the Structure; provided that this Section

shall not be construed to permit any portion of a Structure on any Lot to encroach upon any other Lot. All Structures shall also comply with all applicable governmental laws, codes, ordinances and regulations pertaining to setbacks. ALL LOTS WHICH ARE SUBJECT TO NATIVE GROWTH PROTECTION EASEMENTS SHALL MAINTAIN A TEN (10) FOOT BUILDING SETBACK THEREFROM.

- No fence shall be constructed on any 4.07.13 Fences. Lot without the prior written approval of the Board, which approval may be granted or denied in the Board's sole discretion. fences shall be 1" x 6" cedar construction or better and shall otherwise be constructed in a good and workman-like manner, shall be artistic in design and shall not detract from the appearance of any adjacent Structures. In addition, the finished wood side of the fence shall face the adjacent Lot(s). No fence shall exceed six (6) feet. No fence shall be allowed within the front yard setback. Any fence adjacent to a garage shall be located a minimum of fifteen (15) feet back from the front elevation of the garage, and any fence located adjacent to a residence shall be located a minimum of fifteen (15) feet back from the front elevation of the residence.
- 4.07.14 <u>Underground Utilities</u>. All utility lines or wires located outside a dwelling unit shall be in conduits attached to such units or underground.
- 4.07.15 <u>Drainage</u>. All building downspouts, footing drains, and drains from all impervious surfaces, including without limitation, patios and driveways, shall be connected to the approved permanent storm drain outlet as shown on the approved construction drawings No. 13 and 23 of Forster Woods Division 1, dated March 5, 1992, on file with the City of North Bend. This plan shall be submitted with the application for any building permit. All connections of the drains must be constructed and approved prior to the final building inspection approval. All roof drains shall be connected to public storm sewer system. Absolutely no dumping of any pollutants into the storm sewer systems shall be permitted.
- 4.07.16 <u>Damage</u>. Any damage to streets, plat improvements, entry structure, fences, landscaping, mailboxes, lights and lighting standards by Lot Owners, their children, contractors, agents, visitors, friends, relatives or service personnel shall be repaired by such Owner within twelve (12) days from the occurrence of such damage.
- 4.07.17 <u>Driveways</u>. All driveways shall be paved with concrete from the edge of the paved street to connect with the paved surface of the floor of the garage.
- 4.07.18 Front Yard Landscaping. All front yards of Lots shall be landscaped primarily with grass sod from the edge of the right-of-way to within ten (10) feet of the residence; provided, however, that within such front yard areas may be

located flower beds, paths and patio areas. In addition, each Owner shall be responsible for landscaping and thereafter maintaining the planting strip along the right-of-way adjacent to each Owner's Lot. The planting strip shall be planted with grass sod and street trees no more than thirty-five (35) feet apart, according to an approved list of street tree species designated by Declarant.

- 4.07.19 <u>Street Planter Island Maintenance</u>. The street planter islands within the Property shall be landscaped by Declarant and thereafter maintained by the Association as a Common Area expense.
- 4.07.20 Access Tract Maintenance. The access tract located between Lots 46 and 49 as designated on the Plat of Division 1 is to provide access to Lots 47 and 48 and shall be maintained solely by the Owners of Lots 47 and 48.
- 4.07.21 <u>View Control Plan</u>. The Board shall have the authority to promulgate, alter, amend and enforce a view control plan for the purpose of providing a uniform and equitable system for the maintenance of views from Lots within the Property. Such plan may obligate Owners to prune, trim or remove trees, shrubs or other vegetation as necessary to protect and maximize views. The expense of any such required pruning, trimming or removal shall be borne as agreed between affected parties or as determined by the Board.
- 4.07.22 <u>Mailboxes</u>. All mailboxes must be of a standard accepted by the U.S. Postal Authorities and must be located in those areas so designed by the U.S. Postal Department. Structures containing mailboxes must be approved by the Board.
- 4.07.23 <u>Compliance with Laws</u>. Notwithstanding anything to the contrary set forth herein, each Owner and the Association shall comply with the more restrictive of either (a) the terms and conditions of this Declaration, or (b) the laws, codes, ordinances, and regulations of any governmental entity having jurisdiction.

Section 4.08 <u>Damage Deposit</u>. For any undeveloped Lot, each Owner shall deposit with Declarant at closing, a damage deposit of \$500 for each Lot that is the subject of said closing. The Damage Deposit is security to Declarant that Owner will comply with Owner's obligations and undertakings as set forth herein. As such time as Owner has completed a dwelling on said Lot, together with all appurtenances, and said dwelling is landscaped, as required herein, and upon written request by Owner for inspection, Declarant and Owner shall jointly inspect said plat improvements in the immediate area of the specific Lot for which the written inspection was requested. The purpose of the inspection will be to ascertain if there has been damage occasioned to the plat improvement by acts of Owner or those for whom Owner is responsible, and final compliance with landscape

and design plans and specifications as provided previously by Declarant.

If there has been no damage to plat improvements occasioned by Owner or those for whom Owner is responsible, and there has been full compliance with the undertakings of Owner as set forth herein, and in accordance with prior approval as given by the Board and/or Declarant, the Damage Deposit shall be returned to Owner, without interest, as applicable to said respective Lot.

If there has been damage to plat improvements, or other violations of Owner's undertakings as set forth herein, the parties will endeavor to list the same and will attempt to attach a monetary cost thereto, and will attempt to resolve responsibility therefor and the date by which the same will be repaired. At such time as the damages or violations have been fully repaired, restored or replaced, then the Damage Deposit applicable to said Lot will be refunded without interest.

If there has been damage to plat improvements or violations of undertakings assumed by Owner herein, and the matter is not otherwise resolved to the satisfaction of Owner and Declarant, then in said event and after expiration of thirty (30) calendar days from said joint inspection, Declarant may, but shall not be obligated to, repair, replace or correct the same and deduct the cost from the Damage Deposit and remit any balance to Owner.

If the cost of repair, restoration, replacement or correction, or cost of complying with any undertaking assumed by Owner as provided herein, is in excess of \$500, and irrespective of whether Declarant elects to effectuate said repair, restoration, replacement or correction, Owner shall remain liable for the full cost of any repair, restoration, replacement or correction.

ARTICLE 5 FORSTER WOODS OWNERS' ASSOCIATION

Section 5.01 Organization. The Forster Woods Owners' Association is an unincorporated association of all Owners. It is contemplated that Declarant shall file articles of incorporation after the date hereof in order to incorporate the Association under the laws of the state of Washington relating to nonprofit corporations. Declarant also shall adopt bylaws which, together with the articles and this Declaration shall govern the affairs of the Association.

Section 5.02 <u>Board of Directors</u>. The affairs of the Association shall be governed by a Board of Directors (the "Board") which shall be composed of one cr more members, to be determined in the reasonable discretion of the Board. The Declarant initially shall constitute the Board and shall be fully authorized to exercise the powers of the Association until the

Transition Date as defined in Section 5.10. Subject to any specific requirements hereof, the Board shall have authority to establish operating rules and procedures. In the event of death or resignation of any member or members of the Board, the remaining member or members, if any, shall have full authority to appoint a successor member or members. Members of the Board shall not be entitled to any compensation for services performed pursuant to this Declaration.

Section 5.03 Qualification for Membership. Each fee owner of a Lot (including Declarant) on the Property shall be a member of the Association and shall be entitled to one membership and one vote for each Lot owned; provided, that if a Lot has been sold on contract, the contract purchaser shall exercise the rights of an Owner for purposes of the Association, and this Declaration except as hereinafter limited, and shall be the voting representative unless otherwise specified. Ownership of a Lot shall be the sole qualification for membership in the Association.

Section 5.04 <u>Transfer of Membership</u>. The Association membership of each Owner (including Declarant) shall be appurtenant to the Lot giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed, or alienated in any way except upon the transfer of title to the Lot and then only to the transferee of title to the Lot. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association to the new Owner.

Section 5.05 <u>Number of Votes</u>. The total voting power of the Association at any given time shall equal the number of Lots included within the Property at that time. The Owner or Owners of each Lot within the Property shall be entitled to one vote. If a Person (including Declarant) owns more than one Lot, he or she shall have the votes appertaining to each Lot owned.

Section 5.06 <u>Voting</u>. If a Lot is owned by husband and wife and only one of them is at a meeting, the one who is present will represent the marital community. The vote for a Lot must be cast as a single vote, and fractional votes shall not be allowed. If joint Owners are unable to agree among themselves how their vote shall be cast, they shall lose their right to vote on the matter in question.

Section 5.07 <u>Pledged Votes</u>. An Owner may, but shall not be obligated to, pledge his vote on all issues or on certain specific issues to a Mortgagee; provided, however, that if an Owner is in default under a mortgage or deed of trust on his Lot for ninety (90) consecutive days or more, the Owner's Mortgagee shall automatically be authorized to declare at any time thereafter that the Lot Owner has pledged his vote to the Mortgagee on all issues arising after such declaration and during the continuance of the default. If the Board has been notified of any

such pledge to a Mortgagee, only the vote of the Mortgagee will be recognized on the issues that are subject to the pledge.

Section 5.08 Annual and Special Meetings. Within the period commencing thirty (30) days before the Transition Date and ending thirty (30) days after the Transition Date, there shall be a meeting of the members of the Association and thereafter there shall be an annual meeting of the members of the Association in the first quarter of each fiscal year at such reasonable place and time as may be designated by written notice from the Board delivered to the Owners no less than thirty (30) days before the At the first such meeting, and at each annual meeting meeting. thereafter, the Owners shall elect by majority vote individuals to serve as Board members until a successor is elected at the Each Lot shall be entitled to one vote for next annual meeting. each director and the voting for directors shall be noncumulative. The financial statement for the preceding fiscal year (if any) and the budget the Board has adopted for the pending fiscal year shall be presented at the annual meeting for the information of the members. Special meetings of the members of the Association may be called at any time upon not less than fourteen (14) days prior written notice to all Owners, for the purpose of considering matters which require the approval of all; or some of the Owners, or for any other reasonable purpose. Any First Mortgagee of a Lot may attend or designate a representative to attend the meetings of the Association.

Section 5.09 <u>Books and Records</u>. The Board shall cause to be kept complete, detailed, and accurate books and records of the receipts and expenditures (if any) of the Association, in a form that complies with generally accepted accounting principles. The books and records, authorizations for payment of expenditures, and all contracts, documents, papers, and other records of the Association shall be available for examination by the Lot Owners, Mortgagees, and the agents or attorneys of either of them, during normal business hours and at any other reasonable time or times.

Section 5.10 Transition Date. As noted above, Declarant initially shall constitute the Board and shall be fully authorized to exercise the powers of the Association until such time as Declarant turns over control to the Owners or the occurrence of the Transition Date, whichever occurs sooner. "Transition Date" shall be: (a) the date designated by Declarant in a written notice to the Owners, which date may be by Declarant's election any date after this Declaration has been recorded; or (b) ten (10) years after the recording of this Declaration, whichever occurs sooner. From and after the Transition Date, the then Owners of sixty percent (60%) of the Lots in the Property shall have the power through a written instrument recorded in the real property records of King County, Washington to restrict or eliminate all or any of the approval powers and duties of the Board set forth in this Declaration, excluding the duty to maintain the Common Areas.

ARTICLE 6 NOTICES FOR ALL PURPOSES

All notices given under the provisions of this Declaration or rules or regulations of the Association shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, the notice shall be deemed to have been delivered on the third day of regular mail delivery after a copy has been deposited in the United States mail, first class, postage prepaid, addressed to the Person entitled to such notice at the most recent address known to the Board. Mailing addresses may be changed by notice in writing to the Board. Notices to the Board may be given to any Board member or mailed to the following address:

Forster Woods Limited Partnership c/o Mr. Jeffrey Wright
J. Wright Development Company
Suite 3100, 1111 Third Avenue
Seattle, Washington 98101

The Board's address may be changed from time to time by the execution and recording of an instrument in the real property records of King County, Washington which (a) refers to this Declaration and this Article 6 and (b) sets forth the Board's new address.

ARTICLE 7 AUTHORITY OF THE BOARD

Section 7.01 Adoption of Rules and Regulations. The Board is empowered to adopt, amend, and revoke on behalf of the Association detailed administrative rules and regulations necessary or convenient from time to time to insure compliance with the general guidelines of this Declaration to promote the comfortable use and enjoyment of the Property and to govern the operation and procedures of the Association. The rules and resolutions may, without limitation, authorize voting by proxy or mail, or both, on Association matters. The rules and regulations of the Association shall be binding upon all Owners and occupants and all other Persons claiming any interest in the Property.

Section 7.02 <u>Enforcement of Declaration, Etc.</u> The Board shall have the power to enforce the provisions of this Declaration, and the rules and regulations of the Association for the benefit of the Association. The failure of any Owner to comply with the provisions of this Declaration, or the rules and regulations of the Association will give rise to a cause of action in the Association (acting through the Board) and any aggrieved Lot Owner for recovery of damages, or injunctive relief, or both. If a legal action is brought to interpret or enforce compliance with the provisions of this Declaration, or the rules or regulations of the Association, the prevailing party shall be entitled to

judgment against the other party for its reasonable expenses, court costs, and attorneys' fees in the amount awarded by the Court.

Section 7.03 <u>Goods and Services</u>. The Board shall acquire and pay for as common expenses of the Association all goods and services reasonably necessary or convenient for the efficient and orderly maintenance of all portions of the Common Areas not maintained by public utility companies or a governmental entity. The goods and services shall include (by way of illustration and not limitation) utility services for the Common Areas; policies of insurance; and maintenance, repair, landscaping, gardening, and general upkeep of the Common Areas. The Board may hire such employees as it considers necessary.

Section 7.04 <u>Protection of Common Areas</u>. The Board may spend such funds and take such action as it may from time to time deem necessary to preserve the Common Areas, settle claims, or otherwise act in what it considers to be the best interests of the Association.

ARTICLE 8 BUDGET AND ASSESSMENT FOR COMMON EXPENSES

Section 8.01 Fiscal Year; Preparation of Budget. Board may adopt such fiscal year for the Association as it deems to be convenient. Unless another year is adopted, the fiscal year will be the calendar year. As soon as the Board in its discretion deems advisable and prior to the expiration of each fiscal year thereafter, the Board shall establish a budget for the costs of maintaining the Common Area during the ensuing The Board shall then assess each Lot within the fiscal year. Property with its pro rata share, based upon the number of Lots then within the Property, of such estimated costs. The Board, at its election, may require the Lot Owners to pay the amount assessed in equal quarterly installments or in a lump sum annual installment. The Board shall notify each Lot Owner in writing at least ten days in advance of each assessment period of the amount of the assessment for said period, which notice shall be accompanied by a copy of the budget upon which the assessment is The assessments levied by the Board shall be used exclusively to promote the recreation, health, safety and welfare of the Lot Owners and for the improvement and maintenance of the Common Areas.

Section 8.02 <u>Certificate of Unpaid Assessments</u>. Any failure by the Board or the Association to make the budget and assessments hereunder before the expiration of any fiscal year for the ensuing fiscal year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of the Owners from the obligation to pay assessments during that or any subsequent year, and the assessment amount and payment method established for the preceding

fiscal year (if any) shall continue until a new assessment is established. Upon the request of any Owner or Mortgagee or prospective Owner or prospective Mortgagee of a Lot, the Board will furnish a statement of the amount, if any, of unpaid assessments charged to the Lot. The statement shall be conclusive upon the Board and the Association as to the amount of such indebtedness on the date of the statement in favor of all purchasers and Mortgagees of the Lot who rely on the statement in good faith. All assessments and other receipts received by the Association shall belong to the Association.

Section 8.03 <u>Date of Commencement of Annual Assessments</u>. The annual assessments provided for herein shall commence as to all Lots at such time as the Board in its absolute discretion deems advisable. The first annual assessment shall be adjusted according to the number of months remaining in the fiscal year.

ARTICLE 9 LIEN AND COLLECTION OF ASSESSMENTS

Section 9.01 Assessments Are a Lien; Priority. All unpaid sums assessed by the Association for the share of the common expenses chargeable to any Lot and any sums specially assessed to any Lot under the authority of this Declaration shall constitute a lien on the Lot and all its appurtenances from the date the assessment becomes due and until fully paid. The lien for such unpaid assessments shall be subordinate to tax liens on the Lot in favor of any assessing unit and/or special district, and to all sums unpaid on all First Mortgages of record, but, to the extent permitted by applicable law, shall have priority over all other liens against the Lot. A First Mortgagee that obtains possession through a Mortgage foreclosure or deed of trust sale, or by taking a deed in lieu of foreclosure or sale, or a purchaser at a foreclosure sale, shall take the Lot free of any claims for the share of common expenses cr assessments by the Association chargeable to the Lot which became due before such possession, but will be liable for the common expenses and assessments that accrue after the taking of possession. Lot's past-due share of common expenses or assessments shall become new common expenses chargeable to all of the Lot Owners, including the Mortgagee or foreclosure sale purchaser and their successors and assigns, in proportion to the number of Lots owned by each of them. Notwithstanding any of the foregoing, however, the Owner and the real estate contract purchaser shall continue to be personally liable for past due assessments as provided in Section 9.03. For purposes of this Section, "Mortgage" does not include a real estate contract and "Mortgagee" does not include the vendor or the assignee or designee of a vendor of a real estate contract.

Section 9.02 <u>Lien May Be Foreclosed</u>. The lien for delinquent assessments may be foreclosed by suit by the Board, acting on behalf of the Association, in like manner as the foreclosure

of a mortgage of real property. The Board, acting on behalf of the Association, shall have the power to bid in the Lot at the foreclosure sale, and to acquire and hold, lease, Mortgage, and convey the same.

Section 9.03 Assessments Are Personal Obligations. In addition to constituting a lien on the Lot, all sums assessed by the Association chargeable to any Lot, together with interest, late charges, costs and attorneys' fees in the event of delinquency, shall be the joint and several personal obligations of the Owner and any contract purchaser of the Lot when the assessment is made and their grantees. Suit to recover personal judgment for any delinquent assessments shall be maintainable without foreclosing or waiving the liens securing them.

Section 9.04 Late Charges and Interest on Delinquent
Assessments. The Board may from time to time establish late
charges and a rate of interest to be charged on assessments
delinquent for a period of more than ten (10) days after the date
when due. In the absence of another established, nonusurious
rate, delinquent assessments shall bear interest at the rate of
twelve (12%) per annum. If an installment on an assessment
against a Lot is not paid when due, the Board may elect to
declare the entire assessments against the Lot for the remainder
of the fiscal year to be immediately due and payable.

Section 9.05 Recovery of Attorneys' Fees and Costs. In any action to collect delinquent assessments, the prevailing party shall be entitled to recover as a part of its judgment a reasonable sum for attorneys' fees and all costs and expenses reasonably incurred in connection with the action, in addition to taxable costs permitted by law.

Section 9.06 <u>Remedies Cumulative</u>. The remedies provided herein are cumulative and the Board may pursue them, and any other remedies which may be available under law although not expressed herein, either concurrently or in any order.

Section 9.07 <u>No Avoidance of Assessments</u>. No Owner may avoid or escape liability for assessments provided for herein by abandoning his or her Lot.

ARTICLE 10 FAILURE OF BOARD TO INSIST ON STRICT PERFORMANCE NO WAIVER

The failure of the Board in any instance to insist upon the strict compliance with this Declaration or rules and regulations of the Association, or to exercise any right contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of any term, covenant, condition, or restriction. The receipt by the Board of payment of any assessment from an Owner, with knowledge of any breach by the Owner, shall not be a waiver

of the breach. No waiver by the Board of any requirement shall be effective unless expressed in writing and signed for the Board.

ARTICLE 11 LIMITATION OF LIABILITY

So long as a Board member, or Association member, or Declarant has acted in good faith, without willful or intentional misconduct, upon the basis of such information as is then possessed by such Person, then no such Person shall be personally liable to any Owner, or to any other Person, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of such Person; provided, that this Article shall not apply where the consequences of such act, omission, error, or negligence are covered by any insurance actually obtained by the Board.

ARTICLE 12 INDEMNIFICATION

Each Board member, and Declarant shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of holding or having held such position, or any settlement thereof, whether or not he holds such position at the time such expenses or liabilities are incurred, except to the extent such expenses and liabilities are covered by insurance and except in such cases wherein such Board member or Declarant is adjudged guilty of willful misfeasance in the performance of his or her duties; provided, that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being for the best interests of the Association.

ARTICLE 13 INSURANCE

At such times as the Board deems appropriate, the Board shall cause the Association to purchase and maintain as a common expense a policy or policies which the Board deems necessary or desirable to provide casualty insurance; comprehensive liability insurance; with such deductible provisions as the Board deems advisable; insurance, if available, for the protection of the Association's directors, and representatives from personal liability in the management of the Association's affairs; and such other insurance as the Board deems advisable. The Board shall review the adequacy of the Association's insurance coverage at least annually.

ARTICLE 14 DAMAGE AND REPAIR OF DAMAGE TO PROPERTY

In the event of any casualty, loss or other damage to the Common Area for which the then current assessments by the Board are insufficient to repair, or restore or for which there are not insurance proceeds or insufficient insurance proceeds available to the Board for such restoration or repair, the Board may make a special assessment against each Lot within the Property for its pro rata share of the cost and expenses to repair and/or restore the Common Areas. The special assessment shall be payable, at the determination of the Board, in either monthly or quarterly installments or in a single lump sum amount. The Board shall notify each Lot Owner of any such special assessment not less than twenty (20) days prior to the date such special assessment or the first installment thereon is due and payable, which notice shall be accompanied by a reasonably detailed statement of the Board's estimated costs and expenses of repairing and/or restoring the Common Areas.

ARTICLE 15 AMENDMENTS OF DECLARATION

Section 15.01 Amendments by Declarant. Prior to the Transition Date, Declarant may amend this Declaration by an instrument in writing filed and recorded in the Records of King County, Washington, without the approval of any Owner or Mortgagee; provided, however, that, with the exception of the addition of any portion of the Additional Property to the terms of this Declaration, (a) in the event that such amendment materially alters or changes any Owner's right to the use and enjoyment of his Lot or the Common Areas as set forth in this Declaration or adversely affects the title to any Lot, such amendment shall be valid only upon the written consent thereto by a majority in number of the then existing Owners affected thereby, or (b) in the event that such amendment would materially and adversely affect the security, title and interest of any Mortgagee, such amendment shall be valid only upon the written consent thereto of all such Mortgagees so affected. Notwithstanding the foregoing to the contrary, no consent or approval of any Owner, any Mortgagee or any other person shall be required in connection with Declarant's filing of amendments to the Declaration for the purpose of submitting the Additional Property or any portion thereof to the provisions of this Declaration as provided in Section 2.02 hereof.

Each Owner, by acceptance of a deed or other conveyance of a Lot, agrees to be bound by such amendments as are permitted by this Section 15.01 and further agrees that, if requested to so do by Declarant, such Owner will consent to the amendment of this Declaration or any other instruments relating to the Development (i) if such amendment is necessary to bring any provision hereof or thereof into compliance or conformity with the provisions of

any applicable governmental statute, rule, or regulation or any judicial determination which shall be in conflict therewith, (ii) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Lots subject to this Declaration, (iii) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on any Lot or other improvements subject to this Declaration, or (iv) if any such amendment is necessary to enable any governmental agency or reputable private insurance company to insure Mortgages on the Lots or other improvements subject to this Declaration.

Any Owner may Section 15.02 Amendments by Association. propose amendments to this Declaration to the Board. A majority of the members of the Board may cause a proposed amendment to be submitted to the members of the Association for their considera-If an amendment is proposed by Owners of 20% or more of the Lots, then, irrespective of whether the Board concurs in the proposed amendment, it shall be submitted to the members of the Association for their consideration at their next regular or special meeting for which timely notice may be given. a meeting at which an amendment is to be considered shall include the text of the proposed amendment. Amendments may be adopted at a meeting of the Association or by written consent of the requisite number of Persons entitled to vote, after notice has been given to all Persons entitled to receive notice of a meeting of the Association. The unanimous consent of all Owners shall be required for adoption of either: (a) an amendment changing the voting power or portion of assessments appurtenant to each Lot; or (b) an amendment of Section 4.07 or of this Article 15. other amendments shall be adopted if approved by the Owners of sixty percent (60%) of the Lots. Once an amendment has been adopted by the Association, the amendment will become effective when a certificate of the amendment, executed by a member of the Board, has been recorded in the real property records of King County, Washington.

15.03 Amendments to Article 3. Notwithstanding the foregoing provisions regarding amendments, no amendment to this Declaration which affects the obligation of Owners to maintain Common Areas and Easements as set forth in Article 3 hereof shall become effective without the prior written consent of the City of North Bend.

ARTICLE 16 ANNEXATION AND SUBDIVISION

Residential property other than the Additional Property and Common Areas may be annexed or added to the Property only with the consent of two-thirds of the Association. No Lot shall be

subdivided or combined without the approval of all Lot Owners. Notwithstanding the foregoing, no Lot or portion of any Lot shall be divided and sold or resold or ownership transferred whereby ownership of any Lot shall be less than the area required for the use district of the City of North Bend.

ARTICLE 17 DURATION

The covenants, conditions, and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Owners, their respective legal representatives, heirs, successors, and assigns, for a period of thirty (30) years from the date this Declaration is recorded, after which time the covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by a majority of the then Owners has been recorded agreeing to terminate the covenants, conditions and restrictions. Notwithstanding the foregoing, no such termination shall be effective so as to terminate the obligation of the Owners to maintain the Common Areas and Easements as set forth in Article 3 hereof without the prior written consent of the City of North Bend.

ARTICLE 18 SEVERABILITY

The provisions of this Declaration shall be independent and severable, and the unenforceability of any one provision shall not affect the enforceability of any other provision, if the remainder affects the common plan.

ARTICLE 19 EFFECTIVE DATE

This Declaration shall be effective upon recording.

ARTICLE 20 ASSIGNMENT BY DECLARANT

Declarant reserves the right to assign, transfer, sell, lease, or rent all or any portion of the Property and reserves the right to assign all or any of its rights, duties, and obligations created under this Declaration.

DATED as of the date first written above.

DECLARANT:

FORSTER WOODS LIMITED PARTNERSHIP, a Washington limited partnership

By: J. WRIGHT DEVELOPMENT CO., a Washington corporation, its General Partner

By Jeffrey Wright, its President

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

THIS IS TO CERTIFY that on this Aday of AGUST, 1992, before me, the undersigned a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Jeffrey Wright, to me known to be the President of J. Wright Development Co., a corporation, to me known to be a general partner of Forster Woods Limited Partnership, the limited partnership that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation and said partnership for the uses and purposes therein mentioned.

Notary Public in and for the States washington, residing et all the states of the stat

My appointment expires

43700.2 8/18/92 3:Q3pm

EXHIBIT A 10 CC&RS FOR FORSTER WOODS

Legal Description of the Property
Division 1 of Forster Woods

FORSTER WOODS (Division 1)

That portion of the Southwest 1/4 of Section 9 and that portion of the Northwest 1/4 of the Northwest 1/4 of Section 16, all in Township 23 North, Range 8 East, W.M., in King County, Washington, being more particularly described as follows:

COMMENCING at the Southeast corner of Section 8 in said Township and Range; thence N 89°32'36" W along the South line of said Section a distance of 342.52 feet; thence N 36°00'00" E 115.02 feet; thence N 68°20'00" E 137.33 feet; thence N 79°00'00" E 20.08 feet; thence S 68°00'00" E 46.26 feet; thence N 80°00'00" E 109.35 feet; thence N 39°23'00" E 243.24 feet; thence N 40°00'00" E 48.69 feet to the POINT OF BEGINNING; thence N 2°00'00" E 212.78 feet; thence N 13°20'00" E 95.47 feet; thence S 84°00'00" E 94.00 feet; thence N 0°39'11" W 60.41 feet; thence N 22°29'55" E 232.02 feet; thence N 21°00'59" E 74.82 feet; thence N 42°57'07" E 90.80 feet to the Southwesterly margin of FR-9 line right-of-way of STATE ROUTE 90 as condemned in King County Superior Court Cause No. 749908 and as conveyed by King County Recording No. 8203090574; thence along said margin the following courses and distances; S 53°35'54" E 484.22 feet to the beginning of a curve to the left having a radius of 430.00 feet; Southeasterly along said curve through a central angle of 20°31'21" an arc distance of 154.02 feet to a point of tangency; S 74°07'15" E 261.43 feet to the beginning of a curve to the right having a radius of 370.00 feet; Southeasterly along said curve through a central angle of 38°05'00" an arc distance of 245.93 feet to a point of tangency; S 36°02'15" E 682.14 feet to the beginning of a curve to the right having a radius of 1970.00 feet; and thence Southeasterly along said curve through a central angle of 0°40'17" an arc distance of 23.08 feet to the South line of the Southwest 1/4 of said Section 9; thence leaving said margin N 88°28'00" W along said line a distance of 552.33 feet to the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of said Section 16; thence S 0°34'58" W along the East line of said subdivision a distance of 478.41 feet; thence N 84°50'00" W 376.51 feet to a point on a curve concaved Westerly from which the center bears N 78°49'42" W 633.00 feet distant; thence Northerly along said curve through a central angle of 16°01'18" an arc distance of 177.01 feet to a point of tangency; thence N 4°51'00" W 88.99 feet; thence N 70°00'00" W 51.01 feet; thence N 36°00'00" W 146.91 feet; thence

N 14°07'00" W 175.55 feet; thence N 20°30'00" E 156.85 feet; thence N 27°10'00" E 96.92 feet; thence N 69°15'00" W 193.93 feet; thence S 67°00'00" W 40.95 feet; thence S 26°30'00" W 81.09 feet; thence S 45°15'00" W 233.38 feet; thence N 52°06'00" W 228.89 feet to a point on a curve concaved Northwesterly from which the center bears N 52°06'00" W 243.00 feet distant; thence Northeasterly along said curve through a central angle of 12°24'00" an arc distance of 52.59 feet; thence N 64°30'00" W 121.31 feet to the POINT OF BEGINNING.



EXHIBIT B TO CC&RS FOR FORSTER WOODS

Legal Description of the Additional Property

FORSTER WOODS (SINGLE FAMILY PLAT; DIVISIONS TWO, THREE AND FOUR)

That portion of the Southwest 1/4 of Section 9, Township 23 North, Range 8 East, W.M., in King County, Washington, lying Southwesterly of the Southwesterly margins of SR 90 and of the fronting road (FR-9 line right of way of STATE ROUTE 90), as condemned in King County Superior Court Cause Number 749908 and as conveyed by King County Recording No. 8203090574 and that portion of the Southeast 1/4 of Section 8, Township 23 North, Range 8 East, in said County all lying Southerly of the following described line:

COMMENCING at the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section 8; thence N 0°36'37" E along the West line of said subdivision 221.00 feet to the POINT OF BEGINNING; thence N 31°49'43" E 38.59 feet; thence N 62°06'53" E 79.65 feet; thence N 18°34'37" E 88.00 feet; thence N 63°22'32" E 48.58 feet; thence S 79°52'22" E 42.25 feet; thence S 75°41'12" E 33.50 feet; thence N 86°57'42" E 71.48 feet; thence

N 67°05'04" E 102.37 feet; thence N 84°36'34" E 45.10 feet; thence N 46°02'29" E 26.85 feet; thence N 51°37'37" E 81.28 feet; thence N 57°23'36" E 105.28 feet; thence N 71°34'27" E 62.01 feet; thence N 60°13'27" E 97.01 feet; thence N 66°10'35" E 82.36 feet; thence N 81°29'15" E 155.22 feet; thence N 36°24'13" E 101.32 feet; thence N 51°47'34" E 126.87 feet; thence N 49°40'18" E 117.78 feet; thence S 88°42'16" E 86.38 feet; thence S 62°15'29" E 91.98 feet; thence N 61'19'01" E 51.04 feet; thence S 62°53'17" E 27.64 feet; thence N 85°28'49" E 39.28 feet; thence S 58°52'35" E 28.05 feet; thence N 85°07'05" E 29.20 feet; thence N 64°55'03" E 29.65 feet; thence N 86°59'35" E 84.00 feet; thence N 22°29'55" E 51.83 feet; thence N 21°00'59" E 74.82 feet; thence N 42°57'07" E 90.80 feet to the Southwesterly of margin of the FR-9 line right of way of STATE ROUTE 90 as condemned in King County Superior Court Cause No. 749908 and as conveyed by King County Recording No. 8203090574; and the terminus of said line.

TOGETHER WITH:

The Northwest 1/4 of the Northwest 1/4 of Section 16, Township 23 North, Range 8 East, W.M., in King County, Washington.

EXCEPT that portion thereof, lying within the following described tract of land:

That portion of the Southwest 1/4 of Section 9 and that portion of the Northwest 1/4

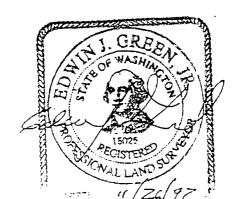
of the Northwest 1/4 of Section 16, all in Township 23 North, Range 8 East, W.M., in King County, Washington, being more particularly described as follows:

COMMENCING at the Southeast corner of Section 8 in said Township and Range; thence N 89°32'36" W along the South line of said Section a distance of 342.52 feet; thence N 36°00'00" E 115.02 feet; thence N 68°20'00" E 137.33 feet; thence N 79°00'00" E 20.08 feet; thence S 68°00'00" E 46.26 feet; thence N 80°00'00" E 109.35 feet; thence N 39°23'00" E 243.24 feet; thence N 40°00'00" E 48.69 feet to the POINT OF BEGINNING; thence N 2°00'00" E 212.78 feet; thence N 13°20'00" E 95.47 feet; thence S 84°00'00" E 94.00 feet; thence N 0°39'11" W 60.41 feet; thence N 22°29'55" E 232.02 feet; thence

N 21°00'59" E 74.82 feet; thence N 42°57'07" E 90.80 feet to the Southwesterly margin of FR-9 line right-of-way of STATE ROUTE 90 as condemned in King County Superior Court Cause No. 749908 and as conveyed by King County Recording No. 8203090574; thence along said margin the following courses and distances; S 53°35'54" E 484.22 feet to the beginning of a curve to the left having a radius of 430.00 feet; Southeasterly along said curve through a central angle of 20°31'21" an arc distance of 154.02 feet to a point of tangency;

S 74°07'15" E 261.43 feet to the beginning of a curve to the right having a radius of 370.00 feet; Southeasterly along said curve through a central angle of 38°05'00" an arc distance of 245.93 feet to a point of tangency; S 36°02'15" E 682.14 feet to the beginning of a curve to the right having a radius of 1970.00 feet; and thence Southeasterly along said curve through a central angle of 0°40'17" an arc distance of 23.08 feet to the South line of the Southwest 1/4 of said Section 9; thence leaving said margin N 88°28'00" W along said line a distance of 552.33 feet to the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of said Section 16; thence S 0°34'58" W along the East line of said subdivision a distance of 478.41 feet; thence N 84°50'00" W 376.51 feet to a point on a curve concaved Westerly from which the center bears N 78°49'42" W 633.00 feet distant; thence Northerly along said curve through a central angle of 16°01'18" an arc distance of 177.01 feet to a point of tangency; thence N 4°51'00" W 88.99 feet; thence N 70°00'00" W 51.01 feet; thence N 36°00'00" W 146.91 feet; thence N 14°07'00" W 175.55 feet; thence

N 20°30'00" E 156.85 feet; thence N 27°10'00" E 96.92 feet; thence N 69°15'00" W 193.93 feet; thence S 67°00'00" W 40.95 feet; thence S 26°30'00" W 81.09 feet; thence S 45°15'00" W 233.38 feet; thence N 52°06'00" W 228.89 feet to a point on a curve concaved Northwesterly from which the center bears N 52°06'00" W 243.00 feet distant; thence Northeasterly along said curve through a central angle of 12°24'00" an arc distance of 52.59 feet; thence N 64°30'00" W 121.31 feet to the POINT OF BEGINNING.





RECORDED AT THE REQUEST OF AND AFTER RECORDING RETURN TO:

Beth A. Clark Foster Pepper & Shefelman Suite 3400, 1111 Third Avenue Seattle, Washington 98101

CERTIFICATE OF AMENDMENT TO

DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS
FOR

FORSTER WOODS (Adding Division 4A)

This Certificate of Amendment ("Certificate") is made as of this 27th day of July, 1993 by Forster Woods Limited Partnership, a Washington limited partnership ("FWLP").

FWLP, as Declarant, subjected certain real property located in the City of North Bend, King County, Washington, legally described in Exhibit A attached hereto (the "Property"), to certain covenants, conditions, restrictions, easements and reservations pursuant to the Declaration and Covenants, Conditions, Restrictions, Easements and Reservations For Forster Woods dated August 20, 1992 and recorded under King County Recording No. 9208200364 (the "Forster Woods Covenants").

FWLP is the owner of the real property (the "Division 4A Property") legally described in Exhibit B attached hereto. The Division 4A Property is part of the Additional Property referred to in Section 2.02 of the Forster Woods Covenants. FWLP, as Declarant, now desires to subject the Division 4A Property to the provisions of the Forster Woods Covenants as provided for in Section 2.02.04 thereof and pursuant to the authority granted to Declarant by Section 15.01 of the Forster Woods Covenants.

Accordingly, FWLP hereby declares:

1. The Division 4A Property which is part of the Additional Property described in Section 2.02 of the Forster Woods Covenants shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, conditions, restrictions, easements and reservations contained in the Forster Woods Covenants, all of which provisions shall touch and concern and run with the title to the Division 4A Property and shall be binding upon all parties having any interest in the Division 4A Property as well as their heirs, successors and assigns.

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- 2. Any and all Common Areas within the Division 4A Property shall be Common Areas of the Property for use by all Owners within the Property as contemplated in Article 3 of the Forster Woods Covenants.
- 3. Section 4.07.18 is hereby amended to provide that front yard landscaping, in addition to the specific requirements set forth in Section 4.07.18, shall include evergreen and deciduous trees and shrubs.
- 4. Section 4.07.20 is hereby amended to add the following sentence:

The access tract designated Tract $\mathbb R$ on the Plat of Division 4A is to provide access to Lots 5, 6, 7, 8 and 9 of Division 4A and shall be owned and maintained by the Owners thereof.

- 5. All capitalized terms as used herein and not otherwise defined have the meaning as set forth in the Forster Woods Covenants.
- 6. All other provisions of the Forster Woods Covenants shall remain in full force and effect.

IN WITNESS WHEREOF, a duly authorized officer of the undersigned Declarant has executed this Certificate under seal and certified that the foregoing is true and correct.

DECLARANT:

FORSTER WOODS LIMITED PARTNERSHIP, a Washington limited partnership

Robert W. Young

Its General Partner

STATE OF	WASHINGTON)
) ss
COUNTY O	F KING)

and purposes mentioned in the instrument.

I certify that I know or have satisfactory evidence that John R. Day is the person who appeared before me, and said person acknowledged that said person signed this instrument and acknowledged it to be said person's free and voluntary act for the uses

Dated this 2 day of 1993.

> NOTARY PUBLIC STATE OF WASHINGTON SHIRLEY R. BEPPLER My Appointment Expires MAY 1, 1997

(Legibly Print or Stamp Name of Notary)

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

(Signature of Notary)

My appointment expires

EXHIBIT A TO AMENDMENT TO CC&RS FOR FORSTER WOODS (Adding Division 4A)

Legal Description of the Property

FORSTER WOODS (Division 1)

That portion of the Southwest 1/4 of Section 9 and that portion of the Northwest 1/4 of the Northwest 1/4 of Section 16, all in Township 23 North, Range 8 East, W.M., in King County, Washington, being more particularly described as follows:

COMMENCING at the Southeast corner of Section 8 in said Township and Range; thence N 89°32'36" W along the South line of said Section a distance of 342.52 feet; thence N 36°00'00" E 115.02 feet; thence N 68°20'00" E 137.33 feet; thence N 79°00'00" E 20.08 feet; thence S 68°00'00" E 46.26 feet; thence N 80°00'00" E 109.35 feet; thence N 39°23'00" E 243.24 feet; thence N 40°00'00" E 48.69 feet to the POINT OF BEGINNING; thence N 2°00'00" E 212.78 feet; thence N 13°20'00" E 95.47 feet; thence S 84°00'00" E 94.00 feet; thence N 0°39'11" W 60.41 feet; thence N 22°29'55" E 232.02 feet; thence N 21°00'59" E 74.82 feet; thence N 42°57'07" E 90.80 feet to the Southwesterly margin of FR-9 line right-of-way of STATE ROUTE 90 as condemned in King County Superior Court Cause No. 749908 and as conveyed by King County Recording No. 8203090574; thence along said margin the following courses and distances; S 53°35'54" E 484.22 feet to the beginning of a curve to the left having a radius of 430.00 feet; Southeasterly along said curve through a central angle of 20°31'21" an arc distance of 154.02 feet to a point of tangency; S 74°07'15" E 261.43 feet to the beginning of a curve to the right having a radius of 370.00 feet; Southeasterly along said curve through a central angle of 38°05'00" an arc distance of 245.93 feet to a point of tangency; S 36°02'15" E 682.14 feet to the beginning of a curve to the right having a radius of 1970.00 feet; and thence Southeasterly along said curve through a central angle of 0°40'17" an arc distance of 23.08 feet to the South line of the Southwest 1/4 of said Section 9; thence leaving said margin N 88°28'00" W along said line a distance of 552.33 feet to the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of said Section 16; thence S 0°34'58" W along the East line of said subdivision a distance of 478.41 feet; thence N 84°50'00" W 376.51 feet to a point on a curve concaved Westerly from which the center bears N 78°49'42" W 633.00 feet distant; thence Northerly along said curve through a central angle of 16°01'18" an arc distance of 177.01 feet to a point of tangency; thence N 4°51'00" W 88.99 feet; thence N 70°00'00" W 51.01 feet; thence N 36°00'00" W 146.91 feet; thence

N 14°07'00" W 175.55 feet; thence N 20°30'00" E 156.85 feet; thence N 27°10'00" E 96.92 feet; thence N 69°15'00" W 193.93 feet; thence S 67°00'00" W 40.95 feet; thence S 26°30'00" W 81.09 feet; thence S 45°15'00" W 233.38 feet; thence N 52°06'00" W 228.89 feet to a point on a curve concaved Northwesterly from which the center bears N 52°06'00" W 243.00 feet distant; thence Northeasterly along said curve through a central angle of 12°24'00" an arc distance of 52.59 feet; thence N 64°30'00" W 121.31 feet to the POINT OF BEGINNING.



EXHIBIT H TO AMENDMENT TO CCERS FOR FORSTER WOODS (Adding Division 4A)

Legal Description of the Division 4A Property

That portion of Tract G, Forster Woods. DIVISION ONE, according to the plat recorded in Volume 161 of Plats, pages 57 through 76, records of King County, Washington, being more particularly described as follows:

BEGINNING at the Southeast corner of Section 8, Township 23 North, Range 8 East, W.M.; thence N 89°32'36" w along the South Line of the Southeast 1/4 of said Section a distance of 342.52 feet to the most Westerly corner of said TRACT G; thence along the Northerly line of said TRACT G the following courses and distances: N 36*00'00" & 115.02 feet; N 68°20'00" E 137.33 feet; N 79°00'00" E 20.08 feet; S 68°00'00" E 46.26 feet; N 80°00'00" E 109.35 Feet; N 39°23'00" E 243.25 feet; N 40°00'00" E 48.69 feet; S 64°30'00" E 121.31 feet to a point on a curve to the right from which the center bears N 64830'00" W 243.00 feet distant; thence Southwesterly along said curve through a central angle Of 12°24'00" an arc distance of 52.59 feet; thence 52°06'00" E 228.89 feet; thence leaving said Northerly line \$ 42°50'00" W 300.46 feet; thence \$ 55°36'40" W 113.10 feet; thence S 26°24'11" W 109.45 feet; thence S 16°41'01" W 80.54 feet; thence S 57°30'00" W 125.00 feet to the West line of the burthwest 1/4 of Section 16 of said Township and Range; thence N 0°32'27" E along said line a distance of 386.78 feet to the



Sich

RECORDED AT THE REQUEST OF AND AFTER RECORDING RETURN TO:

Beth A. Clark Foster Pepper & Shefelman Suite 3400, 1111 Third Avenue Seattle, Washington 98101

CERTIFICATE OF SECOND AMENDMENT

TO

DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS

FOR FORSTER WOODS (Adding Division 2)

This Certificate of Second Amendment ("Certificate") is made as of this 22 day of _______, 1993 by Forster Woods Limited Partnership, a Washington limited partnership ("FWLP").

FWLP, as Declarant, subjected certain real property located in the City of North Bend, King County, Washington, legally described in Exhibit A attached hereto (the "Property"), to certain covenants, conditions, restrictions, easements and reservations pursuant to the Declaration and Covenants, Conditions, Restrictions, Easements and Reservations For Forster Woods dated August 20, 1992 and recorded under King County Recording No. 9208200364, as thereafter amended by that certain Certificate of Amendment to Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Forster Woods (Adding Division 4A) recorded ________, 1993 and gecorded under King County Recording No. 930120399 (collectively, the "Forster Woods Covenants").

FWLP is the owner of the real property (the "Division 2 Property") legally described in Exhibit B attached hereto. The Division 2 Property is part of the Additional Property referred in Section 2.02 of the Forster Woods Covenants. FWLP, as Declarant, now desires to subject the Division 2 Property to the Provisions of the Forster Woods Covenants as provided for in Section 2.02.04 thereof and pursuant to the authority granted to Declarant by Section 15.01 of the Forster Woods Covenants.

Accordingly, FWLP hereby declares:

1. The Division 2 Property which is part of the Additional Property described in Section 2.02 of the Forster Woods Covenants shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, conditions, restrictions, easements and reservations contained in the Forster Woods Covenants, all of which provisions shall touch and concern and run with the

99577.1 9720/93 10:04am title to the Division 2 Property and shall be binding upon all parties having any interest in the Division 2 Property as well as their heirs, successors and assigns.

- 2. Any and all Common Areas within the Division 2 Property shall be Common Areas of the Property for use and maintenance by all Owners within the Property as contemplated in Article 3 of the Forster Woods Covenants. Section 3.01 of the Forster Woods Covenants is hereby amended to add the following specific Common Areas:
 - Tract T: Ingress/egress tract, subject to reservation of a non-exclusive access easement in favor of Lots 12 and 13 of the Division 2 Property, and subject further to a reservation of non-exclusive easement in favor of the multi-family residential portion of the Plat of Forster Woods for the limited purpose of emergency access only
- 3. A new Section 3.07 is hereby added to the Forster Woods Covenants as follows:
 - 3.07 <u>Dedication of Tracts to the City of North Bend</u>. The following tracts are hereby dedicated to the City of North Bend for the uses described herein. The designated tracts and improvements constructed therein shall be owned and maintained by the City of North Bend:
 - Tract P: Water tank and water pump station site
 - Tract U: Water booster pump site
- 4. Section 4.07.20 of the Forster Woods Covenants is hereby amended to add the following sentence:

The access tract designated Tract S on the Plat of Division 2 is to provide access to Lots 23 and 24 of the Division 2 Property and shall be owned and maintained by the Owners of Lots 23 and 24.

- 5 All capitalized terms as used herein and not otherwise defined have the meaning as set forth in the Forster Woods Covenants.
- 6. All other provisions of the Forster Woods Covenants shall remain in full force and effect.

IN WITNESS WHEREOF, a duly authorized officer of the undersigned Declarant has executed this Certificate under seal and certified that the foregoing is true and correct.

DECLARANT:

FORSTER WOODS LIMITED PARTNERSHIP, a Washington limited partnership

By: J. Wright Development Co., a
Washington corporation, its
managing general partner

By VI WILL President

99577.1 9/20/93 10:04am STATE OF WASHINGTON) ; ss. COUNTY OF KING)

I certify that I know or have satisfactory evidence that Jeffrey Wright is the person who appeared before me, and acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of J. Wright Development Co., a corporation, to me known to be a general partner of Forster Woods Limited Partnership, a limited partnership, to be the free and voluntary act of such corporation and partnership for the uses and purposes mentioned in the instrument.

Dated this 2012 day of September, 1993

CHERY CHERY OF THE STATE OF THE

(Signature of Notary)

CHERYL A. BODDY

(Legisly Print or Stamp Name of Notary)

Notary public in and for the state of Washington, residing at <u>Tunulon</u>

EXHIBIT A TO SECOND AMENDMENT TO CC&RS FOR FORSTER WOODS (Adding Division 2)

Legal Description of the Property

FORSTER WOODS; (Division 1)

That portion of the Southwest 1/4 of Section 9 and that portion of the Northwest 1/4 of the Northwest 1/4 of Section 16, all in Township 23 North, Range 8 East, W.M., in King County, Washington, being more particularly described as follows:

COMMENCING at the Southeast corner of Section 8 in said Township and Range; thence N 89°32'36" W along the South line of said Section a distance of 342.52 feet; thence N 36°00'00" E 115.02 feet; thence N 68°20'00" E 137.33 feet; thence N 79°00'00" E 20.08 feet; thence S 68°00'00" E 45.26 feet; thence N 80°00'00" E 109.35 feet; thence N 39°23'00" E 243.24 feet; thence N 40°00'00" E 48.69 feet to the POINT OF BEGINNING; thence N 2°00'00" E 212.78 feet; thence N 13°20'00" E 95.47 feet; thence S 84°00'00" E 94.00 feet; thence N 0°39'11" W 60.41 feet; thence N 22°29'55" E 232.02 feet; thence N 21°00'59" E 74.82 feet; thence N 42°57'07" E 90 80 feet to the Southwesterly margin of FR-9 line right-of-way of STATE ROUTE 90 as condemned in King County Superior Court Cause No. 749908 and as conveyed by King County Recording No. 8203090574; thence along said margin the following courses and distances; S 53°35'54" E 484.22 feet to the beginning of a curve to the left having a radius of 430.00 feet; Southeasterly along said curve through a central angle of 20°31'21" an arc distance of 154.02 feet to a point of tangency; S 74°07'15" E 261.43 feet to the beginning of a curve to the right having a radius of 370.00 feet; Southeasterly along said curve through a central angle of 38°05'00" an arc distance of 245.93 feet to a point of tangency; S 36°02'15" E 682.14 feet to the beginning of a curve to the right having a radius of 1970.00 feet; and thence Southeasterly along said curve through a central angle of 0°40'17" an arc distance of 23.08 feet to the South line of the Southwest 1/4 of said Section 9; thence leaving said margin N 88°28'00" W along said line a distance of 552.33 feet to the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of said Section 16; thence S 0°34'58" W along the East line of said subdivision a distance of 478.41 feet; thence N 84°50'00" W 376.51 feet to a point on a curve concaved Westerly from which the center bears N 78°49'42" W 633.00 feet distant; thence Northerly along said curve through a central angle of 16°01'18" an arc distance of 177.01 feet to a point of tangency; thence N 4°51'00" W 88.99 feet; thence N 70°00'00" W 51.01 feet; thence N 36°00'00" W 146.91 feet; thence

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Legal Description of the Division 4A Property

That portion of Tract G, Forster Woods, DIVISION ONE, according to the plat recorded in Volume 161 of plats, pages 67 through 76, records of King County, Washington, being more particularly described as follows:

BEGINNING at the Southeast corner of Section 8, Township 23 North, Range 8 East, W.M.; thence N 89°32'36" W along the South Line of the Southeast 1/4 of said Section a distance of 342.52 feet to the most Westerly corner of said TRACT G; thence along the Northerly line of said TRACT G the following courses and distances: N 36°00'00" 3 115.02 feet; N 68°20'00" E 137.33 feet; N 79°00'00" E 20.08 feet; S 68 00 '00" E 46.26 feet; N 80 00 '00" E 109.35 Feet; N 39°23'00" E 243.25 feet; N 40°00'00" E 48.69 feet; S 64°30'00" E 121.31 feet to a point on a curve to the right from which the center bears N 64 30 '00" W 243.00 feet distant; thence Southwesterly along said curve through a central angle Of 12°24'00" an arc distance of 52.59 feet; thence 52°06'00" E 228.89 feet; thence leaving said Northerly line 5 42°50'00" W 300.46 feet; thence 5 55°36'40" W 113.10 feet; thence S 26°24'11" W 109.45 feet; thence S 16°41'01" W 80.54 feet; thence S 57°30'00" W 125.00 feet to the West line of the > Northwest 1/4 of Section 16 of said Township and Range; thence N 0°32'27" E along said line a distance of 386.78 |feet to the POINT OF BEGINNING.



TO SECOND AMENDMENT TO CC&RS FOR FORSTER WOODS (Adding Division 2)

Legal Description of the Division 2 Property

Tract F of the Plat of Forster Woods Division 1, according to the plat recorded in Volume 161 of plats, pages 67 through 76, King County Recording No. 9208200363, records of King County, Washington, situate in the City of North Bend, King County, Washington.

99577.1 9/20/93 10:04am RECORDED AT THE REQUEST OF AND AFTER RECORDING RETURN TO:

Beth A. Clark Foster Pepper & Shefelman Suite 3400, 1111 Third Avenue Seattle, Washington 98101

CERTIFICATE OF THIRD AMENDMENT

TO

DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS

FOR

FORSTER WOODS
(Adding Divisions 3 and 4)

This Certificate of Third Amendment ("Certificate") is made as of this $17\frac{11}{2}$ day of November, 1994 by Forster Woods Limited Partnership, a Washington limited partnership ("FWLP").

FWLP, as Declarant, subjected certain real property located in the City of North Bend, King County, Washington, legally described in Exhibit A attached hereto (the "Property"), to certain covenants, conditions, restrictions, easements and reservations pursuant to the Declaration and Covenants, Conditions, Restrictions, Easements and Reservations For Forster Woods dated August 20, 1992 and recorded under King County Recording No. 9208200364, as thereafter amended by that certain Certificate of Amendment to Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Forster Woods E (Adding Division 4A) recorded July 28, 1993 and recorded under King County Recording No. 9307282599, and that certain Certificate of Second Amendment to Declaration and Covenants, Conditions, Restrictions For Forster Woods (Adding Division 2) F recorded December 13, 1993 under King County Recording No. 9312131900 (collectively, the "Forster Woods Covenants").

FWLP is the owner of the real property (the "Divisions 3 and 4 Property") legally described in Exhibit B attached hereto. The Divisions 3 and 4 Property is part of the Additional Property referred to in Section 2.02 of the Forster Woods Covenants. FWLP, as Declarant, now desires to subject the Divisions 3 and 4 Property to the provisions of the Forster Woods Covenants as provided for in Section 2.02.04 thereof and pursuant to the authority granted to Declarant by Section 15.01 of the Forster Woods Covenants.

Accordingly, FWLP hereby declares:

1. The Divisions 3 and 4 Property which is part of the Additional Property described in Section 2.02 of the Forster

157150.1 11/16/94 9:32am

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10:32:00

Woods Covenants shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, conditions, restrictions, easements and reservations contained in the Forster Woods Covenants, all of which provisions shall touch and concern and run with the title to the Divisions 3 and 4 Property and shall be binding upon all parties having any interest in the Divisions 3 and 4 Property as well as their heirs, successors and assigns.

2. Any and all Common Areas within the Divisions 3 and 4 Property shall be Common Areas of the Property for use and maintenance by all Owners within the Property as contemplated in Article 3 of the Forster Woods Covenants. Section 3.01 of the Forster Woods Covenants is hereby amended to add the following specific Common Areas:

Tract X: Native Growth Protection Easement, Open Space and

Recreation Tract

Tract Y: Native Growth Protection Easement, Open Space and

Recreation Tract

Tract AA: Native Growth Protection Easement, Open Space and

Recreation Tract

3. Section 4.07.20 of the Forster Woods Covenants is hereby amended to add the following provisions:

The access tract designated Tract V on the Plat of the Divisions 3 and 4 Property is to provide a common driveway access to Lots 41 and 42 of the Divisions 3 and 4 Property and shall be owned and maintained by the Owners of said Lots 41 and 42; subject, however, to a storm drainage easement, as constructed, in favor of the City of North Bend which shall be solely responsible for maintenance of any and all storm water conveyance facilities located within Tract V.

The access tract designated Tract W on the Plat of the Divisions 3 and 4 Property is to provide a common driveway access to Lots 44 and 45 of the Divisions 3 and 4 Property and shall be owned and maintained by the Owners of said Lots 44 and 45; subject, however, to a utility easement, as constructed, in favor of the City of North Bend, and subject further to an ingress/egress easement in favor of the Association for access by Owners to Tract X. The City of North Bend shall be solely responsible for maintenance of any and all storm/sanitary sewer conveyance facilities located within Tract W.

The access tract designated Tract Z on the Plat of the Divisions 3 and 4 Property is to provide a common driveway access to Lots 92 and 93 of the Divisions 3 and 4 Property and shall be owned and maintained by the Owners of said Lots 92 and 93; subject, however, to a

utility easement, as constructed, in favor of the City of North Bend which shall be solely responsible for maintenance of any and all storm/sanitary sewer conveyance facilities located within Tract 2.

- 4. All capitalized terms as used herein and not otherwise defined have the meaning as set forth in the Forster Woods Covenants.
- 5. All other provisions of the Forster Woods Covenants shall remain in full force and effect.

IN WITNESS WHEREOF, a duly authorized officer of the undersigned Declarant has executed this Certificate under seal and certified that the foregoing is true and correct.

DECLARANT:

FORSTER WOODS LIMITED PARTNERSHIP, a Washington limited partnership

Bv

obert W. Young

Its General Parther

STATE OF W	ASHINGTON)	
)	SS
COUNTY OF I	KING)	

I certify that I know or have satisfactory evidence that Robert W. Young is the person who appeared before me, and acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a general partner of Forster Woods Limited Partnership, a limited partnership, to be the free and voluntary act of such corporation and partnership for the uses and purposes mentioned in the instrument.

Dated this 1774 day of November, 1994.

STITS30659

Careful Careful Constitution of Notary)

Notary public in and for the state of Washington, residing at Benton County

My appointment expires 5-9-98

157150.1 11/16/94 9:32am

CONSENT OF MORTGAGEE

The undersigned Mortgagee hereby consents to this Certificate and joins in it solely for the purpose of subjecting and subordinating its security interest in the Divisions 3 and 4 Property or any portion thereof and its appurtenances to this Certificate as if the Certificate had been recorded earlier in time to Mortgagee's interest.

MORTGAGEE:

SEATTLE FIRST NAMONAL BANK

Ву

Name C Title U

Date

NOVEMBER 16,1944

TO THIRD AMENDMENT TO CC&RS FOR FORSTER WOODS (Adding Divisions 3 and 4)

Legal Description of the Property

FORSTER WOODS (Division 1)

That portion of the Southwest 1/4 of Section 9 and that portion of the Northwest 1/4 of the Northwest 1/4 of Section 16, all in Township 23 North, Range 8 East, W.M., in King County, Washington, being more particularly described as follows:

COMMENCING at the Southeast corner of Section 8 in said Township and Range; thence N 89°32'36" W along the South line of said Section a distance of 342.52 feet; thence N 36°00'00" E 115.02 feet; thence N 68°20'00" E 137.33 feet; thence N 79°00'00" E 20.08 feet; thence S 68°00'00" E 46.26 feet; thence N 80°00'00" E 109.35 feet; thence N 39°23'00" E 243.24 feet; thence N $40^{\circ}00'00''$ E 48.69 feet to the POINT OF BEGINNING; thence N $2^{\circ}00'00''$ E 212.78 feet; thence N $13^{\circ}20'00''$ E 95.47feet; thence S 84°00'00" E 94.00 feet; thence N 0°39'11" W 60.41 feet; thence N 22°29'55" E 232.02 feet; thence N 21°00'59" E 74.82 feet; thence N 42°57'07" E 90.80 feet to the Southwesterly margin of FR-9 line right-of-way of STATE ROUTE 90 as condemned in King County Superior Court Cause No. 749908 and as conveyed by King County Recording No. 8203090574; thence along said margin the following courses and distances; S 53°35'54" E 484.22 feet to the beginning of a curve to the left having a radius of 430.00 feet; Southeasterly along said curve through a central angle of 20°31'21" an arc distance of 154.02 feet to a point of tangency; S 74°07'15" E 261.43 feet to the beginning of a curve to the right having a radius of 370.00 feet; Southeasterly along said curve through a central angle of 38°05'00" an arc distance of 245.93 feet to a point of tangency; S 36°02'15" E 682.14 feet to the beginning of a curve to the right having a radius of 1970.00 feet; and thence Southeasterly along said curve through a central angle of 0°40'17" an arc distance of 23.08 feet to the South line of the Southwest 1/4 of said Section 9; thence leaving said margin N 88°28'00" W along said line a distance of 552.33 feet to the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of said Section 16; thence S 0°34'58" W along the East line of said subdivision a distance of 478.41 feet; thence N 84°50'00" W 376.51 feet to a point on a curve concaved Westerly from which the center bears N 78°49'42" W 633.00 feet distant; thence Northerly along said curve through a central angle of 16°01'18" an arc distance of 177.01 feet to a point of tangency; thence N 4°51'00" W 88.99 feet; thence N 70°00'00" w 51.01 feet; thence N 36°00'00" W 146.91 feet; thence

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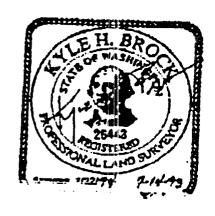


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Legal Description of the Division 4A Property

That portion of Tract G, Forster Woods. DIVISION ONE, according to the plat recorded in Volume 161 of Plats, pages 67 through 75, records of King County, Washington, being more particularly described as follows:

BEGINNING at the Southeast corner of Section 8, Township 23 North, Range 8 East, W.M.; thence N 89°32'36" W along the South Line of the Southeast 1/4 of said Section a distance of 342.52 feet to the most Westerly corner of said TRACT G; thence along the Northerly line of said TRACT G the following courses and distances: N 36°00'00" & 115.02 feet; N 68°20'00" E 137.33 feet; N 79°00'00" E 20.08 feet; 8 68°00'00" E 46.26 feet; N 80°00'00" E 109.35 Feet; N 39°23'00" E 243.25 feet; N 40°00'00" E 48.69 feet; S 64°30'00" E 121.31 feet to a point on a curve to the right from which the center bears N 64°30'00" W 243.00 feet distant; thence Southwesterly along said curve through a central angle Of 12°24'00" an arc distance of 52.59 feet; thence 5 52 06 00" E 228.89 feet; thence leaving said Northerly line \$ 42°50'00" W 300.46 feet; thence \$ 55°36'40" W 113.10 feet; thence S 26°24'11" W 109.45 feet; thence S 16°41'01" W 80.54 feet; thence S 57°30'00" W 125.00 feet to the West line of the > borthwest 1/4 of Section 16 of said Township and Range; thence N 0°32'27" E along said line a distance of 386.78 feet to the POINT OF BEGINNING.



Legal Description of the Division 2 Property

Tract F of the Plat of Forster Woods Division 1, according to the plat recorded in Volume 161 of plats, pages 67 through 76, King County Recording No. 9208200363, records of King County, Washington, situate in the City of North Bend, King County, Washington.

TO THIRD AMENDMENT TO CC&RS FOR FORSTER WOODS (Adding Divisions 3 and 4)

Legal Description of the Divisions 3 and 4 Property

Division 3 and Division 4 of the Plat of Forster Woods, as described and depicted in that certain plat recorded in Volume 161 of plats, pages 67 through 76, King County Recording No. 9208200363, records of King County, Washington, situate in the City of North Bend, King County, Washington.

FOSTER PEPPER & SHEFELMAN

A LAW PARTNERSHIP INCLUDING PROFESSIONAL SERVICE CORPORATIONS

1111 THIRD AVENUE SUITE 3400

SEATTLE, WASHINGTON 98101 (206) 447-4400

TELECOPIER:

(206) 447-9700 - (206) 447-9283

DEC - 9 1994 - DEC -

December 8, 1994

Mr. John R. Day Mr. Max Abrahamson Parkwood Homes, Inc. 12330 NE Eighth, Suite 101 Bellevue, Washington 98005

Re: Forster Woods CC&Rs

Dear John and Max:

Here for each of you is a copy of the recorded Certificate of Third Amendment to the CC&Rs for Forster Woods (adding Divisions 3 and 4). Please call if you have questions.

Very truly yours,

Beth A. Clark

BAC/cb

BELLEVUE, WASHINGTON OFFICE

(206) 451-0500

TELECOPIER: (206) 455-5487

Enclosure

9208200363

A PORTION OF SECTIONS 8, 9 & 16, TWN. 23N., RGE. 8E., W.M. CITY OF NORTH BEND, KING COUNTY, WASHINGTON

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AND SURVEYOR'S CERTIFICATE



N.G.P.E. - B.S.B.L. NOTE 1

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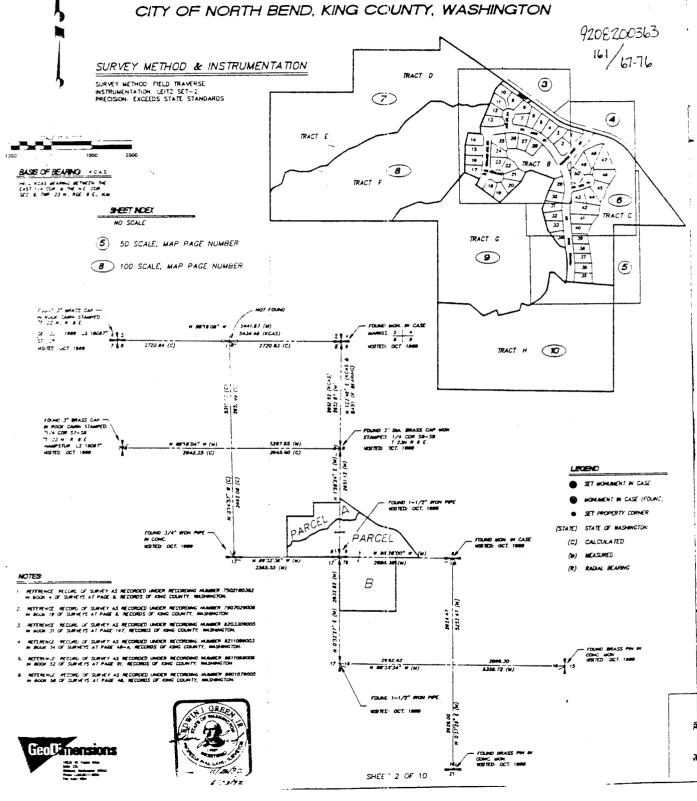
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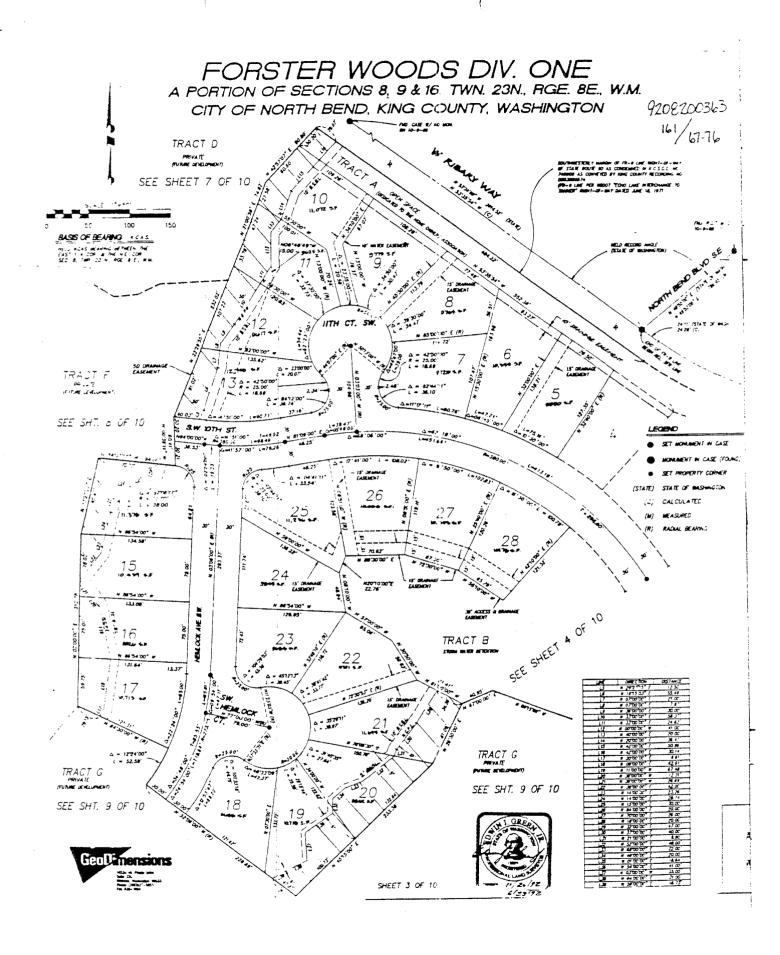
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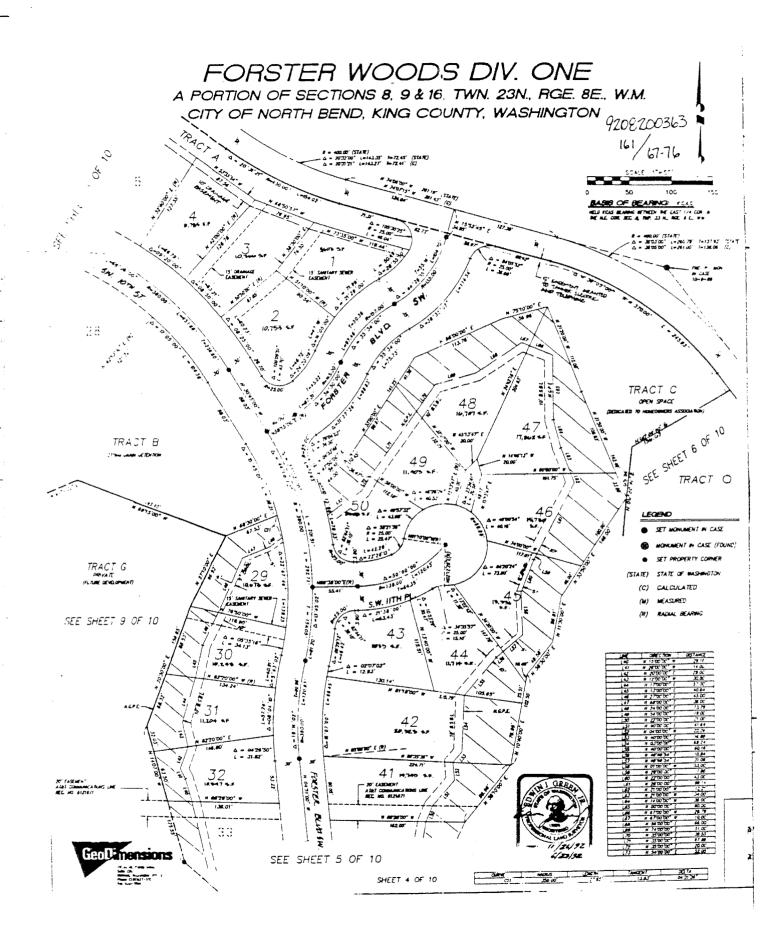
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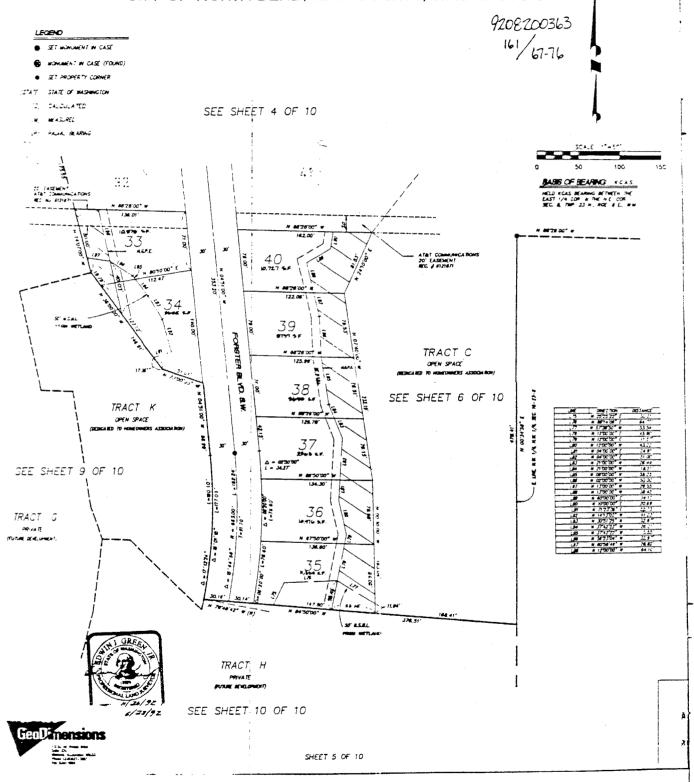
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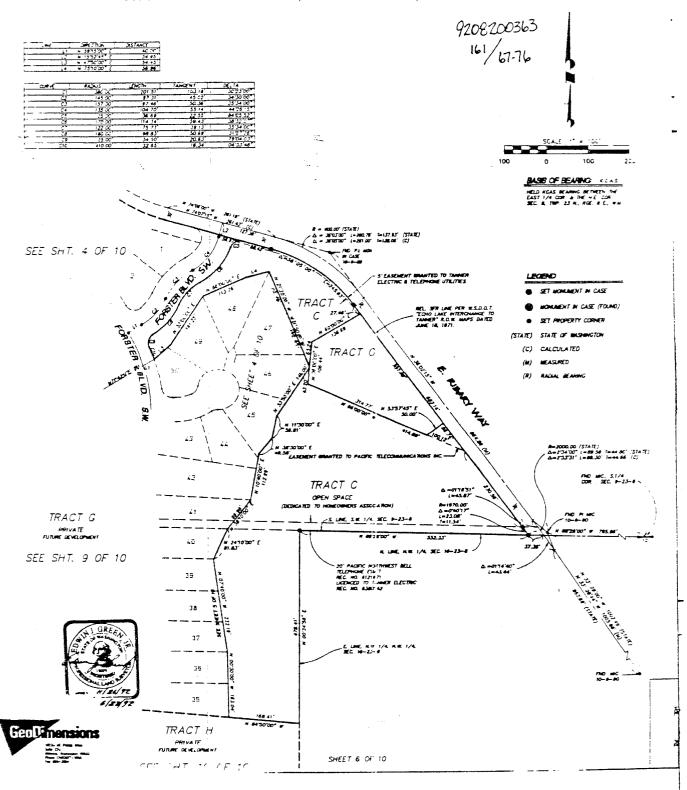


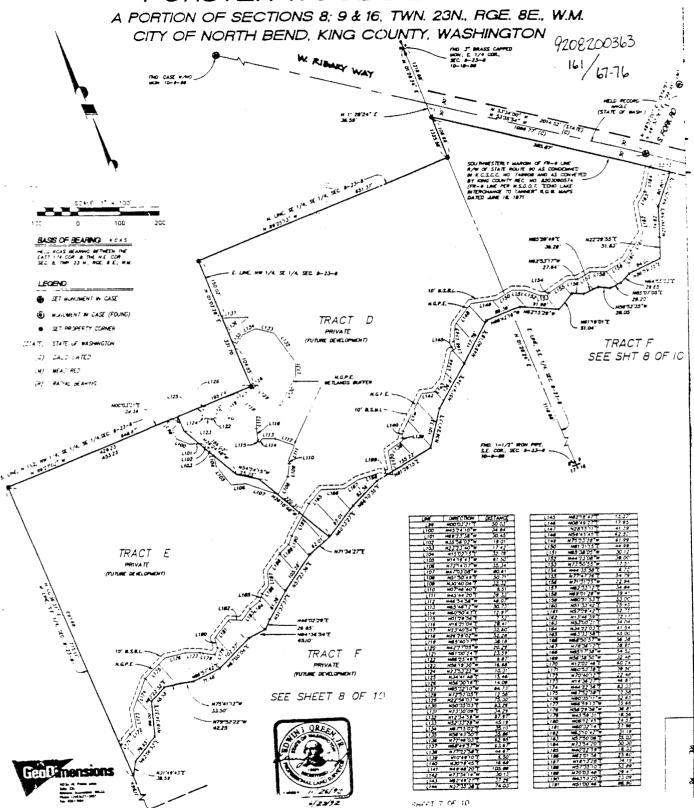


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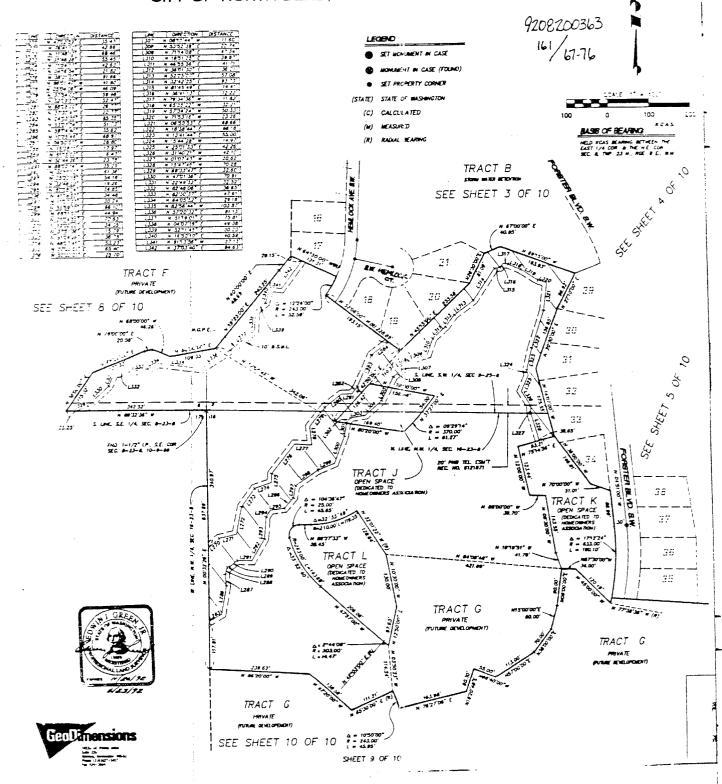
A PORTION OF SECTIONS 8, 9 & 16, TWN. 23N., RGE. 8E., W.M. CITY OF NORTH BEND, KING CCUNTY, WASHINGTON





FORSTER WOODS DIV. ONE 9208200363 A PORTION OF SECTIONS 8, 9 & 16. TWN. 23N., RGE. 8E., W.M. 161/67-76 CITY OF NORTH BEND. KING COUNTY, WASHINGTON SEE SHEET 7 OF 10 TRACT E SEE SHEET 7 OF 10 TRACT F 24. CON., SE 1/4, SE 1/4, SEC 8-23-8 SHEET 8 OF 10

A PORTION OF SECTIONS 8, 9 & 16, TWN. 23N., RGE. 8E., W.M. CITY OF NORTH BEND, KING COUNTY, WASHINGTON



FORSTER WOODS DIV. ONE A PORTION OF SECTIONS 8, 9 & 16, TWN. 23N., RGE. 8E., W.M. CITY OF NORTH BEND, KING COUNTY, WASHINGTON 9208200363 SEE SHEET 6 OF 10 37 36 TRACT G SEE SHEET 9 OF 10 OPEN SPACE TRACT H GeoUmensions

SHEET 10 OF 10

FORSTER WOODS DIV. 4-A

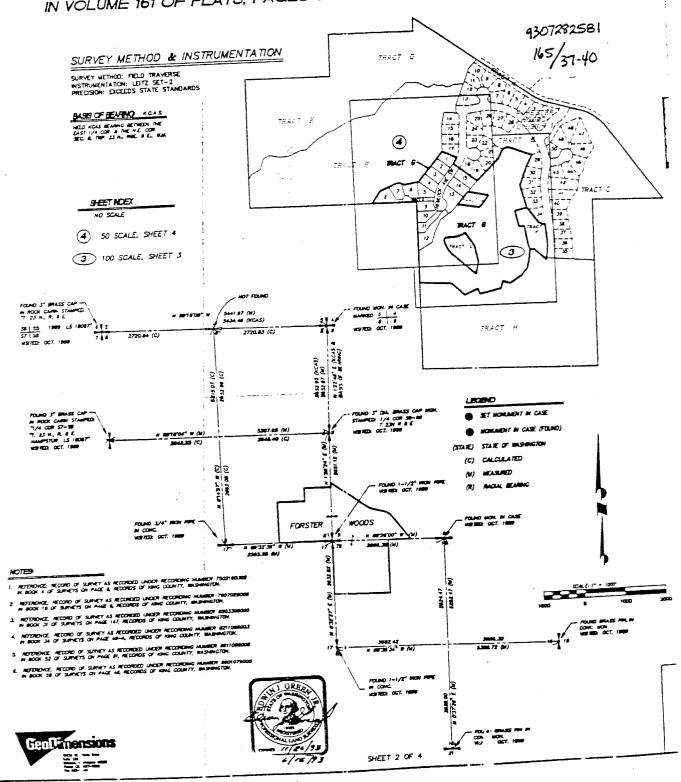
A REPLAT OF TRACT G, FORSTER WOODS DIV. ONE AS RECORDED IN VOLUME 161 OF PLATS, PAGES 67-76, KING COUNTY, WASHINGTON

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FORSTER WOODS DIV. 4-A

A REPLAT OF TRACT G, FORSTER WOODS DIV. ONE AS RECORDED IN VOLUME 161 OF PLATS, PAGES 67-76, KING COUNTY, WASHINGTON



FORSTER WOODS DIV. 4-A A REPLAT OF TRACT G, FORSTER WOODS DIV. ONE AS RECORDED IN VOLUME 161 OF PLATS, PAGES 67-76, KING COUNTY, WASHINGTON 9307282581 165/37-40 STORM WATER DETENTION AARE SELECTERATIONS FORSTER WOODL DIVISION I DIVISION 4-A -MO. 5-1/2" (P. SE COR. SEC. 4-23-4, 10-4-88 TRACT Q TRACTS SHOWN FOR REFERENCE AS
PLATTED UNDER FORSTER WOODS DIV. ONE
RECOPOING NUMBER 9208200363 IN VOLUME
181 OF PLATS, PACES 67-76, RECORDS OF
KING COUNTY, WASHINGTON.

SHEET 3 OF 4

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FORSTER WOODS DIV. 4-A A REPLAT OF TRACT G, FORSTER WOODS DIV. ONE AS RECORDED IN VOLUME 161 OF PLATS, PAGES 67-76, KING COUNTY, WASHINGTON 9,307282581 165/37-40 NOTE: LOT AREAS SHOWN HEREON ARE EXCLUSIVE OF UTILITY EASEMENTS. SEE SHEET 3 OF 4 UTILITY EASEMENT (TRACT TO TRACT Q

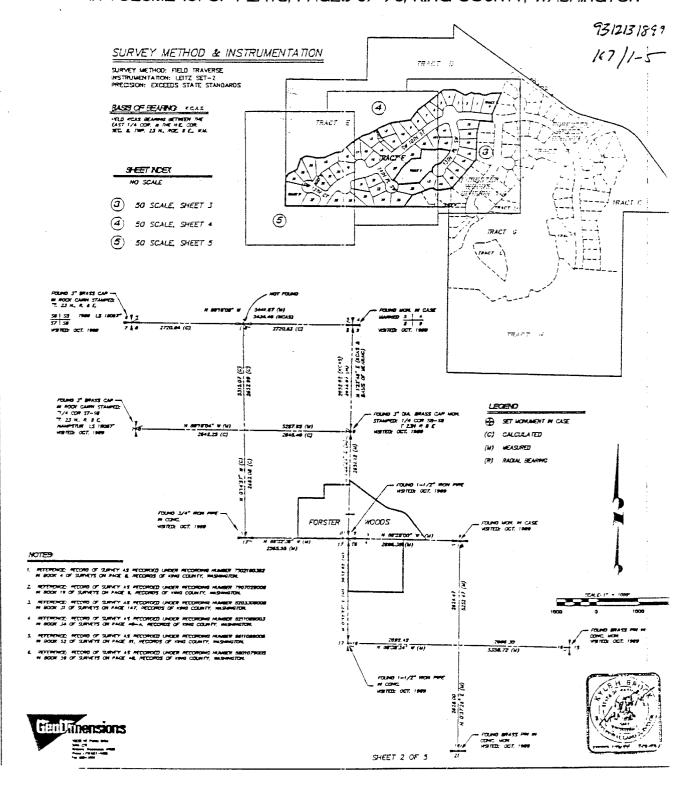
A REPLAT OF TRACT F, FORSTER WOODS DIV. ONE AS RECORDED IN VOLUME 161 OF PLATS, PAGES 67-76, KING COUNTY, WASHINGTON

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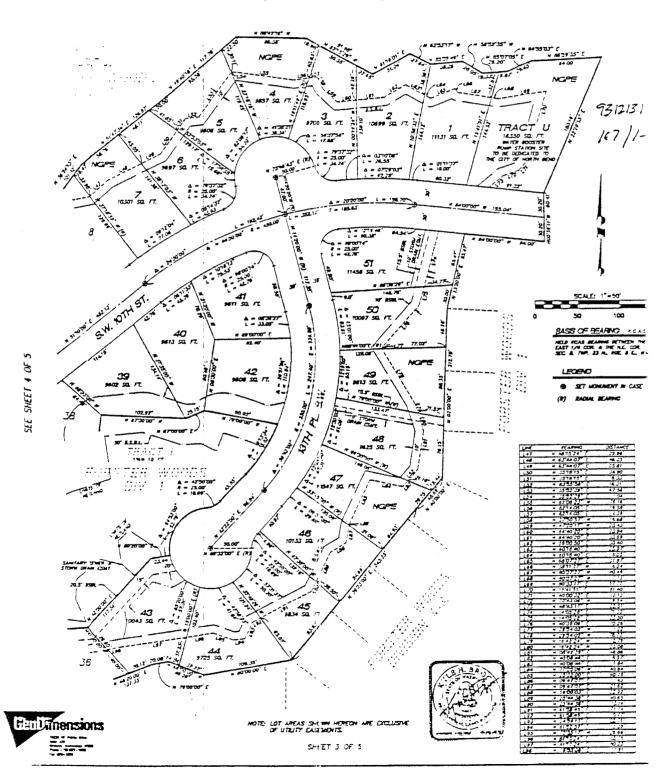
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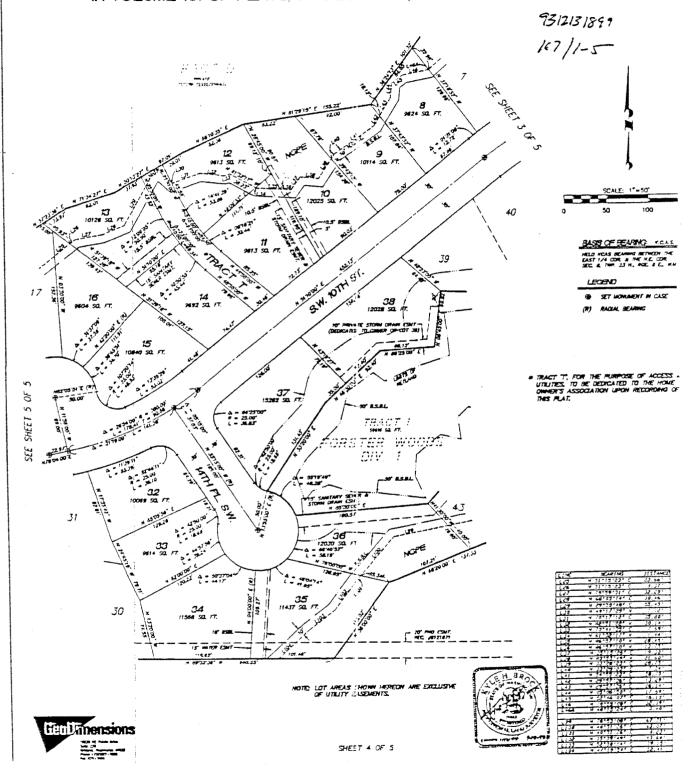
A REPLAT OF TRACT F, FORSTER WOODS DIV. ONE AS RECORDED IN VOLUME 161 OF PLATS, PAGES 67-76, KING COUNTY, WASHINGTON



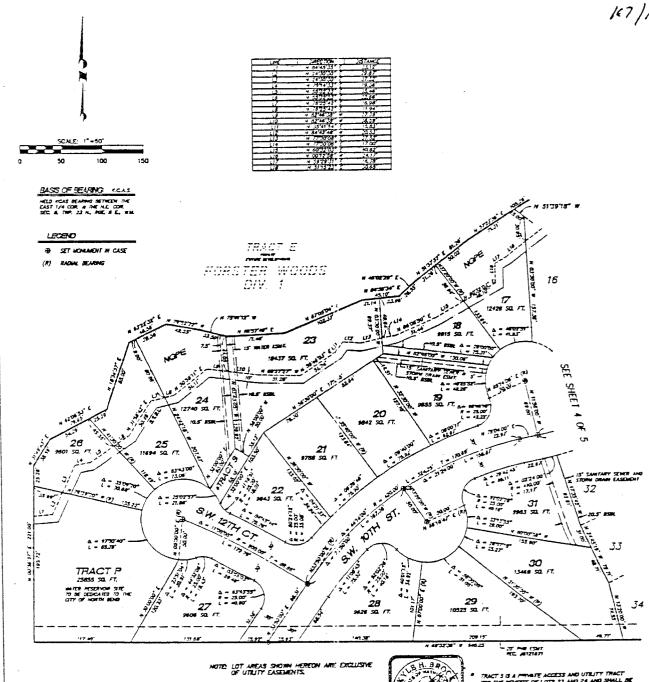
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FORSTER WOODS DIV. 3 AND 4

A REPLAT OF TRACT H AND L. FORSTER WOODS DIV. ONE AS RECORDED IN VOLUME 161 OF PLATS, PAGES 67-76, AND TRACT O, FORSTER WOODS AND TRACT O, FORSTER WOODS DIV. 4-A, AS RECORDED IN VOLUME 165 OF PLATS, PAGES 37-40, KING COUNTY, WASHINGTON

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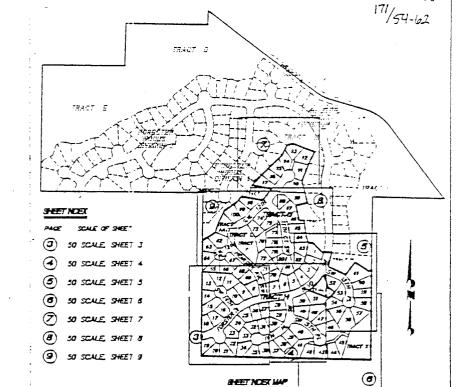
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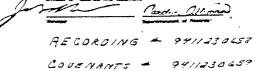


SHEET 2 OF 9

A REPLAT OF TRACT H AND L. FORSTER WOODS DIV. ONE AS RECORDED IN VOLUME 161 OF PLATS, PAGES 67-76, AND TRACT Q, FORSTER WOODS AND TRACT O, FORSTER WOODS DIV. 4-A, AS RECORDED IN VOLUME 165 OF PLATS, PAGES 37-40, KING COUNTY, WASHINGTON

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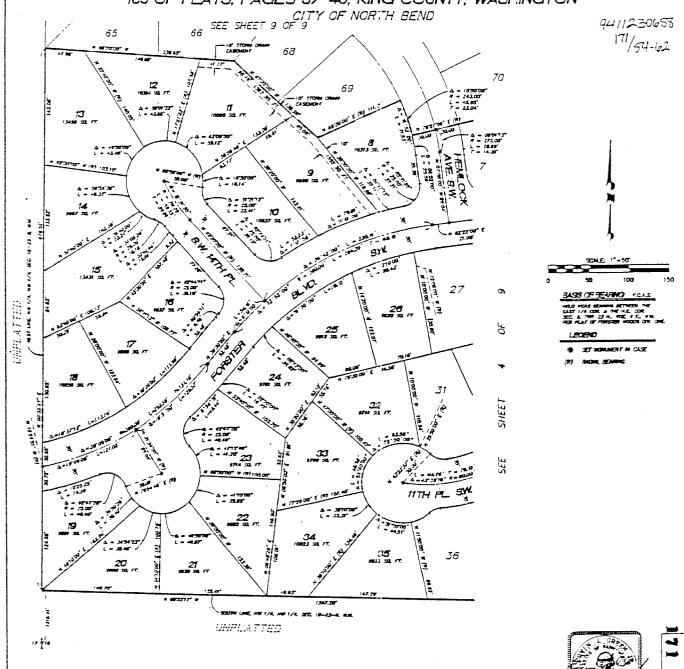




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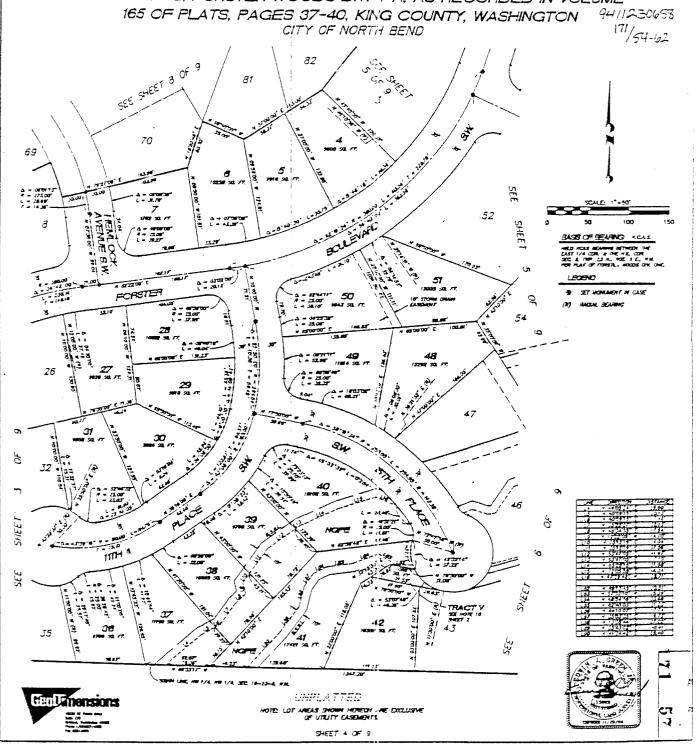
FORSTER WOODS DIV. 3 AND 4

A REFLAT OF TRACT H AND L, FORSTER WOODS DIV. ONE AS RECORDED IN VOLUME 161 OF PLATS, PAGES 67-76, AND TRACT O, FORSTER WOODS AND TRACT O, FORSTER WOODS DIV. 4-A, AS RECORDED IN VOLUME 165 OF PLATS, PAGES 37-40, KING COUNTY, WASHINGTON

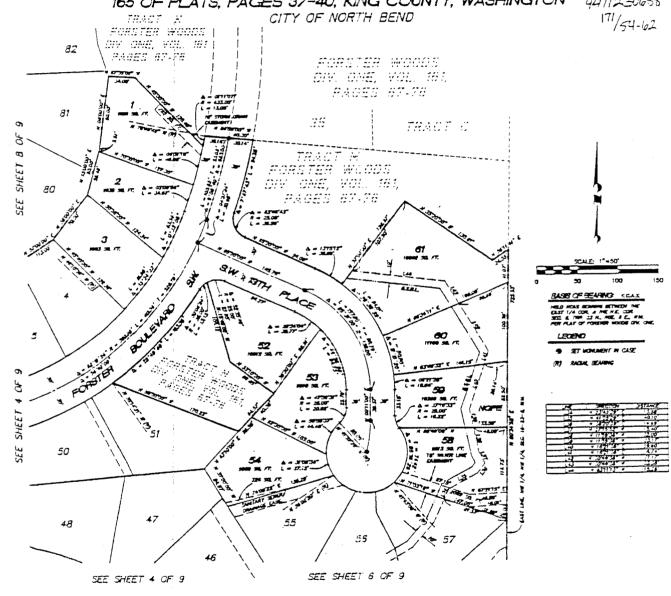


SHEET 3 OF 9

FORSTER WOODS DIV. 3 AND 4 A REPLAT OF TRACT H AND L. FORSTER WOODS DIV. ONE AS RECORDED IN VOLUME 161 OF PLATS, PAGES 67-76, AND TRACT O, FORSTER WOODS AND TRACT O, FORSTER WOODS DIV. 4-A, AS RECORDED IN VOLUME 165 OF PLATS, PAGES 37-40, KING COUNTY, WASHINGTON



A REPLAT OF TRACT H AND L. FORSTER WOODS DIV. ONE AS RECORDED IN VOLUME 161 OF PLATS, PAGES 67-76, AND TRACT Q, FORSTER WOODS DIV. 4-A, AS RECORDED IN VOLUME 165 OF PLATS, PAGES 37-40, KING COUNTY, WASHINGTON 94112330655





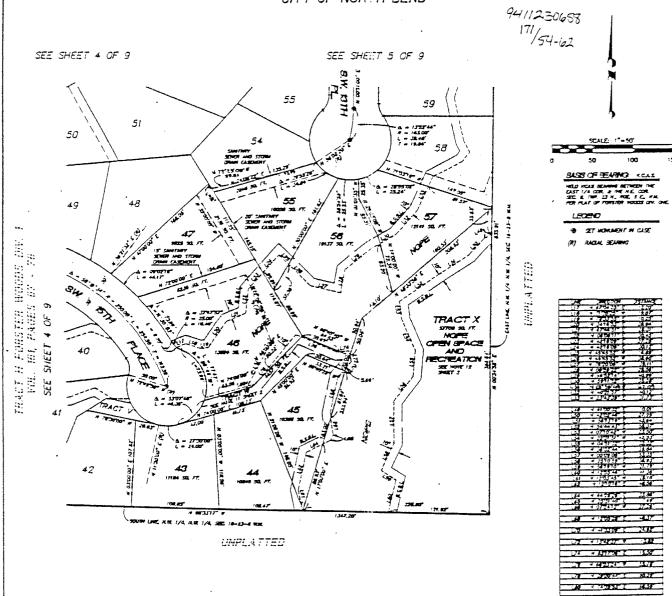
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SHEET 5 OF 3



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A REPLAT OF TRACT H AND L, FORSTER WOODS DIV. ONE AS RECORDED IN VOLUME 161 OF PLATS, PAGES 67-76. AND TRACT O, FORSTER WOODS AND TRACT O, FORSTER WOODS DIV. 4-A, AS RECORDED IN VOLUME 165 OF PLATS, PAGES 37-40, KING COUNTY, WASHINGTON CITY OF NORTH BEND



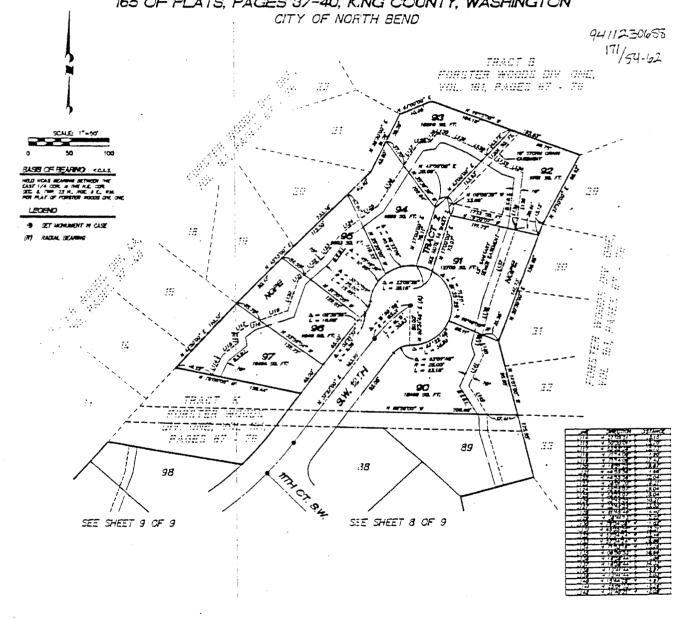


NOTE: LOT ANEAS SHOWN HEREDY AND EXCLUSIVE OF UTILITY EASEMENTS.

SHEET 8 OF 1



A REPLAT OF TRACT H AND L, FORSTER WOODS DIV. ONE AS RECORDED IN VOLUME 161 OF PLATS, PAGES 67-75, AND TRACT O, FORSTER WOODS AND TRACT O, FORSTER WOODS DIV. 4-A, AS RECORDED IN VOLUME 165 OF PLATS, PAGES 37-40, KING COUNTY, WASHINGTON







NOTE: LOT AREAS SHOWN HEREON ARE EXCLUSIVE OF UTILITY EASILY IS.

SHEET 7 OF 9



FORSTER WOODS DIV. 3 AND 4 A REPLAT OF TRACT H AND L, FORSTER WOODS DIV. ONE AS RECORDED IN VOLUME 161 OF PLATS, PAGES 67-76, AND TRACT O, FORSTER WOODS AND TRACT O, FORSTER WOODS DIV. 4-A, AS RECORDED IN VOLUME 165 OF PLATS, PAGES 37-40, KING COUNTY, WASHINGTON 9411230658 CITY OF NORTH BEND 171/54-62 97 3.7 andren Hebbe c amaginations and 240EI 57-75 98 99 FORSTER WHODA DIV. DWE, VOL. 161 PARES AT. 76 SHEET SEE TRACT Y 2 68 69 5 Hen Unensions NOTE: LOT AMERIS SHOWN HEREON AME EXCLUSIVE OF UTBUTY EASEMENTS. SEE SHEET 4 OF 9 SHEET & OF 9

FORSTER WOODS DIV. 3 AND 4 A REPLAT OF TRACT H AND L, FORSTER WOODS DIV. ONE AS RECORDED IN VOLUME 161 OF PLATS, PAGES 67-76, AND TRACT Q, FORSTER WOODS AND TRACT O, FORSTER WOODS DIV. 4-A, AS RECORDED IN VOLUME 165 OF PLATS, PAGES 37-40, KING COUNTY, WASHINGTON CITY OF NORTH BEND 9411230658 171/54-62 74 100 PORTION g PORTION OF TRACT L SW. WIH PL 71 DETAL A 12 70 SEE SHEET 3 OF 9 HOTEL LOT ANELS SHOWN HETELT! A OF UTLLTY EASINGED SHEET 9 OF 9