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Document Title(s) (or transactions contained therein)

1. Declaration of Covenants, Conditions, Restrictions, and Easements for Diamond Ridge Estates
- 2.
- 3.

Reference Number(s) of Documents assigned or released:
(on page ___ of document(s))

Grantor(s) (Last name first, then first name and initials):

1. Soos Creek, Inc.
- 2.
- 3.
4. Additional names on page ___ of document.

Grantee(s) (Last name first, then first name and initials):

1. The Public
2. Diamond Ridge Estates
- 3.
4. Additional names on page ___ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

Lots A through Y, Tracts 1-7, King County BLA L97L0087; Tracts FD-1 through FD-6, GR-1 through GR-3, RA-1 and RASD-1 of Diamond Ridge Estates Division I recorded in Volume 195, page 84, records of King County, Washington.

Full legal is on page 38 of document.

Assessor's Property Tax Parcel/Account Number

Division I #202576 0010 through 0420 and Division II #202577 0430 through 0990.

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

FOR

DIAMOND RIDGE ESTATES

**DECLARATION AND COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS FOR
DIAMOND RIDGE ESTATES**

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**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND
EASEMENTS FOR DIAMOND RIDGE ESTATES**

THIS DECLARATION is made on this 7th day of November, 2000, by Soos Creek, Inc., a Washington corporation, ("Declarant") as the owner of certain real property situated in King County, State of Washington, and known as Diamond Ridge Estates, which property is more specifically described on **Exhibit A**, which is attached hereto and incorporated herein by this reference.

DESCRIPTION OF DECLARATION

Declarant wishes to subject the Property to this Declaration.

Declarant desires to develop Diamond Ridge Estates as a residential community. Declarant also desires to create common areas and facilities for the benefit of the residences of Diamond Ridge Estates community and to provide for the preservation of the natural values of the Common Areas, protect the value, desirability and attractiveness of the lots and houses.

This Declaration establishes a plan for the private ownership of lots and the buildings constructed thereon, for the dedication of certain areas, for the establishment of rights in Common Areas to be owned by a corporation which shall be delegated and assigned the duties and powers of operating, maintaining, managing and administering the Common Areas, and for the beneficial ownership through a nonprofit corporation of certain other land and related easements, hereafter defined and referred to as the "Common Areas." The nonprofit corporation shall be delegated and assigned the duties and powers of maintaining and administering the Common Areas, administering and enforcing these covenants, conditions, and restrictions, and collecting and disbursing the assessments and charges hereinafter created.

NOW, THEREFORE, Declarant hereby covenants, agrees, and declares that all of the property, as defined herein and described in **Exhibit A** hereto, and the buildings and structures hereafter constructed thereon are, and will be, held, sold, and conveyed subject to and burdened by the following covenants, conditions, restrictions, and easements, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of Diamond Ridge Estates for the benefit of the Owners thereof, their heirs, successors, grantees, and assigns. All provisions of this Declaration shall be binding upon all parties having or acquiring any right, title, or interest in Diamond Ridge Estates or any part thereof, and shall inure to the benefit of the Owners thereof and to the benefit of the Association and are intended to be and shall in all respects be regarded as covenants running with the land.

ARTICLE 1. DEFINITIONS

As used in 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:

Section 1.1 "Architectural Control Committee" shall mean and refer to the duly appointed Committee of the Association as further described in **Section 2.9** and as sometimes referred to herein as the "Committee."

Section 1.2 "Association" shall mean and refer to the Diamond Ridge Estates Homeowners Association, a Washington nonprofit corporation, its successors and assigns.

Section 1.3 "Association Action" shall mean and refer to a written corporate action of the Association in the form of either a bylaw or resolution duly passed by either the Board or the Owners.

Section 1.4 "Board" shall mean and refer to the Board of Directors of the Association.

Section 1.5 "Builder" shall mean and refer to any Person who purchases one or more Lots or other property in Diamond Ridge Estates for the purpose of constructing improvements for later sale to consumers, or who purchases one or more parcels of land within the Properties for further subdivision, development, and/or resale in the ordinary course of such Person's business.

Section 1.6 "Building Setback Line" shall mean and refer to the various setback requirements designated on the face of the recorded final plat of Diamond Ridge Estates and contained within this document, beyond which no structures are permitted as set forth in **Section 5.2.1** hereof.

Section 1.7 "Common Areas" shall mean and refer to all easements and Sensitive Area Tracts and any improvements thereto that are owned by the Association, for the benefit of the Lot Owners, and subjected to this Declaration by an appropriate recording. As of the date of this Declaration, the Common Areas consist of Tracts SA1, SA2, SA3, SA4, OS1, SA9, OS2, OS3, OS4, OS5, OS6, and OS7.

Section 1.8 "Construction" and "Constructed" shall mean any construction, reconstruction, erection or alteration of an improvement, except wholly interior alterations to a then existing Structure.

Section 1.9 "Corporation" shall mean and refer to Soos Creek, Inc., a Washington corporation, its successors and assigns.

Section 1.10 "Declarant" shall mean and refer to Soos Creek, Inc., a Washington corporation, its successors and assigns, if such successors or assigns should acquire all or substantially all of the then-undeveloped portions of Diamond Ridge Estates from Declarant for the purposes of development (excluding Participating Builders).

Section 1.11 "Declaration" shall mean and refer to this instrument, as the same may be supplemented or amended from time to time.

Section 1.12 "Development Period" shall mean and refer to that period of time beginning on the date of this Declaration and ending on the first to occur of: (i) sale and transfer of the first 99 lots; or (ii) receipt by the Association of written notice from Declarant in which Declarant elects to terminate the Development Period.

Section 1.13 "Diamond Ridge Estates" shall mean and refer to that certain real property described on **Exhibit A** attached hereto, and such addition thereto as may be brought within the terms and conditions hereof, and all improvements and structures now or hereafter placed on the land.

Section 1.14 "Golf Course" shall mean any parcel of land adjacent to, in the vicinity of, or within the Properties which are privately owned and operated as a golf course by Persons other than the Association, and related and supporting facilities and improvements operated and/or maintained in connection with or incidental to such golf course. "Golf Course Owner" shall mean and refer to Washington National Golf Club, LLC, a Delaware limited liability company, and its successors and assigns.

Section 1.15 "Governing Documents" shall mean and refer to this Declaration and the Articles of Incorporation and Bylaws of the Association as any of the foregoing may be amended from time to time.

Section 1.16 "Groundwater Monitoring Program" shall mean and refer to certain conditions relating to Diamond Ridge Estates and the Golf Course under which water quality study in the groundwater systems is required, in order to monitor for the effectiveness of surface and groundwater control, and remediation of any failures of best management practices.

Section 1.17 "Lot" shall mean and refer to any legally segmented and alienable portion of property created through subdivision or any other legal process for dividing land and subjected to this Declaration by an appropriate recording, with the exception of dedicated rights of way, Tracts, or designated Common Areas.

Section 1.18 "Mortgage" shall mean and refer to any recorded mortgage or deed of trust encumbering one or more of the Lots. "First Mortgage" shall mean and refer to a Mortgage with priority over the other Mortgages. "Mortgagee" shall mean and refer to the holder or beneficiary of any Mortgage and shall not be limited to Institutional Mortgagees.

priority over the other Mortgages. "Mortgagee" shall mean and refer to the holder or beneficiary of any Mortgage and shall not be limited to Institutional Mortgagees.

Section 1.19 "Owner" shall mean and refer to the record owner (whether one or more persons or entities) of a fee interest in any Lot, including the Declarant and Builders but excluding Mortgagees or other persons or entities having such interest merely as security for the performance of any obligation. Purchasers or assignees under recorded real estate contracts shall be deemed Owners as against their respective sellers or assignors.

Section 1.20 "Persons" shall mean an individual, corporation, partnership, association, trustee, or other legal entity.

Section 1.21 "Plat" shall mean the recorded final plat or plats of Diamond Ridge Estates, Lots 1-99, and any amendments, corrections or addenda thereto subsequently recorded.

Section 1.22 "Property" shall mean the land described on **Exhibit A** and such additions thereto as may hereafter be subjected to the terms of the Declarations, and all improvements and structures now or hereafter placed on the land.

Section 1.23 "Single Family" shall mean and refer to a single housekeeping unit that includes not more than two (2) adults who are legally unrelated.

Section 1.24 "Structure" shall mean any building, fence, wall, driveway, patio, garage, storage shed, carport, mailboxes, swimming pool, rockery, dog run or the like.

Section 1.25 "Tract" shall mean and refer to any legally segmented and alienable portion of Diamond Ridge Estates created through subdivision or any other legal process for dividing land and subjected to this Declaration by an appropriate recording, with the exception of Lots and dedicated rights of way.

Section 1.26 "Word Form". 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. DIAMOND RIDGE ESTATES HOMEOWNERS ASSOCIATION

Section 2.1 Description of Association: The Association is a nonprofit corporation organized and existing under the Laws of the State of Washington charged with the duties and vested with the powers prescribed by law and set forth in the Governing Documents, as they may be amended from time to time; provided, however, that no Governing Documents of the Association other than this Declaration shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

Section 2.2 Association Board. During the Development Period, the Declarant shall manage the Association and shall have all the powers of the Board set forth herein. Upon termination of the Development Period, a Board shall be elected from among the Owners, as provided in the Bylaws to manage the Association. The Board shall elect officers of the Association from among the Board members, which shall include a president who shall preside over the meetings of the Board and meetings of the Association.

Section 2.3 Votes Appurtenant to Lots. Every Owner shall be a member of the Association and shall be entitled to cast one (1) vote in the Association for each Lot owned. A vote shall be appurtenant to and held and owned in the same manner as the beneficial fee interest in the Lot to which it relates. A vote shall not be separated from ownership of the Lot to which it relates; provided, however, that when more than one entity holds the beneficial fee interest in any Lot, the vote therefor shall be cast as the Owners among themselves determine, but in no event shall more than one vote be cast with respect to any Lot; and if the several Owners of a Lot are unable to agree as to the casting of their vote, such vote shall not be counted.

Section 2.4 Initial Number of Votes. From the commencement of the existence of the Association, there shall be a total number of outstanding votes in the Association equal to the number of Lots subject to this Declaration. During the Development Period, the Declarant shall be entitled to cast all such votes, less one vote for each Lot then owned by an Owner other than Declarant.

Section 2.5 Owner's Compliance With Governing Documents. By acceptance of a deed to a Lot, recording of a real estate contract conveying title to a Lot, or any other means of acquisition of an ownership interest, the Owner thereof covenants and agrees, on behalf of himself and his heirs, successors, and assigns, to observe and comply with all terms of the Governing Documents of the Association and all rules and regulations duly promulgated pursuant to Association Action.

Section 2.6 Bylaws, Rules and Regulations. The Association shall have the power to adopt from time to time by Association Action and to enforce rules and regulations governing the use of the Common Areas, in addition to the use restrictions contained in this Declaration and whether or not expressly contemplated herein, provided that such rules and regulations shall not be inconsistent with this Declaration. The rules and regulations shall apply uniformly to all Owners, except as specifically provided herein. The Association may prescribe penalties for the violation of such rules and regulations, including, but not limited to, suspension of the right to use the Common Areas or portions thereof. Any such rules and regulations shall become effective thirty (30) days after promulgation and shall be mailed to all Owners prior to their effective date. A copy of the rules and regulations then in force shall be retained by the secretary of the Association. The Declarant, on behalf of the Board, may adopt the initial Bylaws and Rules and Regulations of the Association.

Section 2.7 Annual and Special Meetings. 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 30 days before the meeting. At the first such meeting, and at each annual meeting thereafter, the Owners shall elect by majority vote of votes cast, individuals to serve as Directors until a successor is elected at the next annual meeting. Each Lot shall be entitled to one vote for each Director and the voting for Directors shall be non cumulative. 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 the 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 reasonable purpose. Any holder of a First Mortgage of a Lot may attend or designate a representative to attend the meetings of the Association.

Section 2.8 Books and Records. 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 payments 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 2.9 Architectural Control Committee. Prior to the commencement of construction of any structure upon a Lot, Declarant shall appoint one or more individuals to the Architectural Control Committee who need not be members of the Association. Upon termination of the Development Period, the Board shall appoint three (3) members to the Committee, who need not be members of the Association. The Board shall appoint one member of the Committee for a term of one (1) year, one member for a term of two (2) years, and one member for a term of three (3) years.

2.9.1 Jurisdiction and Purpose. The Committee shall review proposed plans and specifications for construction of all residences and other structures within Diamond Ridge Estates, and including any additions, exterior alterations, landscaping, clearing, painting and excavation. The Committee shall also have exclusive jurisdiction over all landscape design and landscape construction affecting water use pursuant to **Section 7.2**. During the Development Period, an Owner or prospective Owner shall submit architectural and landscaping plans and specifications to the Committee for its review prior to commencing construction of a residence or other structure. The Association shall have the power to adopt from time to time by Association Action and to enforce guidelines, criteria and procedures governing the Committee and the Owners' compliance with the provisions of **Section 5.2**. The provisions of **Section 2.6** hereof shall apply to such guidelines, criteria, and procedures as if fully set forth in this **Section 2.9.1**. As a condition precedent to approval of any matter submitted to it, the Committee shall find:

(i) General architectural considerations, including relationship, layout, relationship of structures to natural features and adjacent homes, orientation and location of buildings, vehicular access, circulation and parking, setbacks, height, walls, fences, and similar elements have been designed to be compatible with the overall design of Diamond Ridge Estates.

(ii) General site consideration, including site layout, relationship of site to vegetation, natural features, open space and topography, orientation and locations of buildings, vehicular access and driveway lighting, circulation and parking, setbacks, height, walls, fences and similar elements have been designed to be compatible with the overall design of Diamond Ridge Estates.

(iii) General landscape considerations, including the location, type, size, color, texture and coverage of plant materials, provisions for irrigation, maintenance and protection of existing landscaped areas and similar elements have been considered to ensure visual relief, to complement buildings and structures, and to provide an attractive environment for the enjoyment of the Owners in general and the enhancement of the property values in Diamond Ridge Estates.

(iv) Specific considerations, see **Article 7, Residential Landscape and Water Use Standards.**

2.9.2 Approval Procedures. A preliminary application for approval must be submitted in writing to the Committee at the registered office of the Association. Within fifteen (15) days following receipt of a preliminary application, the Committee shall notify the applicant in writing as to whether the application is complete and, if not, of any additional information that may be required before the Committee can review the application. The Committee's rules and procedures may include the payment of a reasonable nonrefundable fee set forth on the face of the application for purpose of defraying the costs associated with the Committee's review of the preliminary application. This fee may be adjusted from time to time by the Committee in accordance with its rules and procedures. The Committee shall review the application in accordance with the provisions of this **Section 2.9** as soon as possible after a complete application has been filed. The decision of a majority of the members of the Committee shall be the decision of the Committee. One copy of approved plans will remain in the Committee's files. All disapproved plans will be returned to the applicant.

2.9.3 Failure of Committee to Take Action. In the event that the Committee fails to respond to an applicant's complete and properly submitted application within twenty (20) days after the Committee has acknowledged receipt of a complete application, formal written approval will not be required. The applicant shall be deemed to have fully complied with the provisions for approval.

2.9.4 Committee's Obligation. The Committee, in its deliberations and in the discharge of its obligations hereunder, shall act objectively and fairly in making decisions

concerning various plans, specifications, plot plans and landscape plans submitted to it by various applicants for consideration in accordance with the provisions of this Declaration. Further, the determinations of the Committee as to noncompliance shall be in writing, signed by the Committee, and shall set forth in reasonable detail the reason for noncompliance. The Committee may approve, approve with conditions, or disapprove an application or any part thereof. In all cases, the ultimate responsibility for satisfying all local building codes and governmental requirements rests with the applicant. In consideration of the Committee's review of an applicant's application, the applicant shall indemnify and hold the Committee harmless from any claim or damages resulting from the Committee's conditional approval or disapproval of any application, or the applicant's failure to comply with applicable building codes or other governmental requirements.

2.9.5 Failure of Applicant to Comply. Failure of the applicant to comply with the application as approved by the Committee shall, at the election of the Association's Board exercised after thirty (30) days' written notice to such applicant, constitute a violation of this Declaration. In that event, the Board shall be empowered to assess a penalty commensurate with the violation, which shall constitute a lien against such Lot, enforceable as provided herein and/or pursue any other remedy, including, but not limited to, an action for injunctive relief or specific performance.

ARTICLE 3. ASSOCIATION BUDGET, ASSESSMENTS, AND LIENS

Section 3.1 Owner's Covenants to Pay Assessments. By acquisition of any ownership interest in a Lot, the Owner thereof covenants and agrees thereby, on behalf of himself and his heirs, successors, and assigns, to pay the Association, in advance, all general and special assessments levied as provided herein.

Section 3.2 Association Budget. The Association shall prepare, or cause the preparation of, an operating budget for the Association at least annually, in accordance with generally accepted accounting principles. The operating budget shall set forth all sums required by the Association, as estimated by the Association, to meet its annual costs and expenses, including, but not limited to, all management and administration costs, operating and maintenance expenses of the Common Areas, and services furnished to or in connection with the Common Areas. This budget shall also include the amount of all taxes and assessments levied against, and the cost of liability and other insurance on, the Common Areas, including charges for any services furnished by or to the Association; the cost of utilities, groundwater monitoring and other related services and obligations; and the cost of funding all reserves established by the Association. The funds required to meet the Association's annual expenses shall be raised from a general assessment against each Owner as provided hereafter. The Association may revise the operating budget after its preparation at any time and from time to time, as it deems necessary or advisable in order to take into account and defray additional costs and expenses of the Association.

Section 3.3 Levy of General Assessment. In order to meet the costs and expenses projected in its operating budget, the Association shall by Association Action determine and levy in advance on every Owner a general assessment. The amount of each Owner's general assessment shall be the amount of the Association's operating budget divided by the sum of the number of Lots. The Association shall make reasonable efforts to determine the amount of the general assessment payable by each Owner for an assessment period at least thirty (30) days in advance of the beginning of such period. At that time the Association shall prepare a roster of the Owners and the general assessment allocated to each, which shall be open to inspection by any Owner upon reasonable notice to the Association. Notice of the general assessment shall thereupon be sent to each Owner; provided, however, that notification to an Owner of the amount of an assessment shall not be necessary to the validity thereof. The omission by the Association, before the expiration of any assessment period, to fix the amount of the general assessment hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article or a release by any Owner from the obligation to pay the general assessment, or any installment thereof, for that or any subsequent assessment period. The general assessment fixed for the preceding period shall continue until a new assessment is fixed. Upon any revision by the Association of the operating budget during the assessment period for which such budget was prepared, the Association shall, if necessary, revise the general assessment levied against Owners and give notice to each Owner.

Section 3.4 Payment of General Assessment. Upon Association Action, installments of general assessments may be collected on a monthly, quarterly, semi-annual, or annual basis. Any Owner may prepay one or more installments on any assessment levied by the Association without penalty.

Section 3.5 Nondiscriminatory Assessment. No assessment shall be made at any time which may unreasonably discriminate against any particular Owner or group of Owners in favor of other Owners. However, a special assessment may be made against a particular Owner by a two-thirds majority vote of the Board if, after notice from the Association of failure to maintain such Lot in a condition comparable to the other Lots has been given, the Association elects to expend funds to bring such Owner's Lot up to such comparable standard.

Section 3.6 Commencement of Assessments; One-Year Exemption of Vacant Lots. Liability of an Owner for assessments shall commence on the first day of the month following the date upon which any instrument of transfer to such Owner becomes operative (such as the date of a deed or the date of a recorded real estate contract for the sale of any Lot) and, if earlier, the first day of the calendar month following Owner's occupancy of such Lot; provided, however, that a Builder shall not be liable for assessments with respect to a Lot acquired from Declarant for a period of one (1) year from the date of acquisition. The Declarant, its successors and assigns shall not be liable for any assessments with respect to any Lot unless such Lot has a single family residence constructed thereon and owned by Declarant that is ready for occupancy.

3.6.1 Until January 1 of the year following the first conveyance of a Lot to an Owner, the maximum annual Homeowner Association Fees shall be \$600 per lot.

3.6.2 In each calendar year after the year in which the first conveyance of a Lot to an Owner occurs, the maximum assessment may be increased by a majority vote of the Board, not more than fifteen percent (15%) over the previous year's maximum assessment.

3.6.3 An increase in assessments may only exceed the limit set forth in **Section 3.6.2** by a majority vote of the members of the Association voting at a meeting duly called for such purpose.

Section 3.7 Certificates of Assessment Payment. Upon request, the Board shall furnish written certificates certifying the extent to which assessment payments on a specified Lot are paid and current to the date stated therein. A reasonable charge may be made by the Association for the issuance of such certificate.

Section 3.8 Special Assessments. In addition to the general assessments authorized by this Article, the Association may, by Association Action, levy a special assessment or assessments at any time, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, inordinate repair, or replacement of a capital improvement located upon or forming a part of the Common Areas, including necessary fixtures and personal property related thereto, or for such other purpose as the Association may consider appropriate; provided, however, that any such special assessment in excess of Two Hundred Fifty Dollars (\$250) per Lot must have the prior favorable majority vote of the Owners. The due dates of any special assessment payments shall be fixed by the Association Action authorizing such special assessment.

Section 3.9 Effect of Nonpayment of Assessment. If any assessment payment is not made in full within thirty (30) days after it was first due and payable, the unpaid amounts shall constitute a lien against the Lot assessed and shall bear interest from such due date at a rate set by the Board in its rules and regulations which shall not exceed the highest rate then permitted by law. By acceptance of a deed to a Lot, recording of a real estate contract therefor, or any other means of acquisition of an ownership interest, and whether or not it shall be so expressed in any such deed or other instrument, each Owner shall be deemed to grant thereby to the Association, its agents and employees, and to Declarant during the Development Period, the right and power to bring all actions against such Owner personally for the collection of such assessments as a debt, and to enforce the liens created by this Declaration in favor of the Association by foreclosure of the continuing liens in the same form of action as is then provided for the foreclosure of a mortgage on real property. The liens provided for in this Declaration shall be for the benefit of the Association, and shall arise in accordance with the terms of this Declaration without the necessity of any further action by the Association. The Association shall have the power to bid at any lien foreclosure sale and to acquire, hold, lease, mortgage, and convey the Lot foreclosed against.

Section 3.10 Duration of Lien. Any lien arising pursuant to **Section 3.9** shall be a continuing lien in the amount stated in the assessment from the time of the assessment, but expiring pro rata as the assessment payments are made, and shall also be the personal obligation of the person or entity who is the Owner of the Lot at the time of the assessment. The personal obligation to pay a prior assessment shall not pass to successors in interest unless expressly assumed by them; provided, however, that in the case of a sale or contract for the sale of any Lot which is charged with the payment of an assessment, the person or entity who is the Owner immediately prior to the date of such sale shall be personally liable for the amounts of the monthly installments due prior to said date, and the new Owner shall be personally liable for monthly installments becoming due on or after such date. The foregoing limitation on the duration of the personal obligation of an Owner to pay assessments shall not, however, affect the validity or duration of the continuing lien for unpaid assessments against the respective Lot.

Section 3.11 Suspension for Nonpayment of Assessment. If an Owner shall be in arrears in the payment of any assessment due, or shall otherwise be in default of the performance of any terms of the Governing Documents of the Association for a period of 30 days, said Owner's voting rights shall without the necessity of any further action by the Association, be suspended (except as against foreclosing secured parties) and shall remain suspended until all payments, including interest thereon, are brought current and any other default is remedied. No Owner is relieved of liability for assessments by nonuse of the Common Areas or by abandonment of a Lot.

Section 3.12 Certain Areas Exempt. The Tracts and all portions of public rights of way dedicated to and accepted by King County or other public authority shall be exempt from assessments by the Association.

Section 3.13 Road and Security Gate Assessments. In addition to the general and special assessments authorized by this Article, the Association may, by Association Action, determine and levy in advance a road assessment on the Owners of Lots with frontage on or serviced by private roads and a security gate assessment on Owners of Lots located in a cul-de-sac with a security gate. The amount of certain Owners' road and security gate assessments shall be the amount to be spent by the Association upon the maintenance and management of the private roads and security gates within Diamond Ridge Estates not otherwise dedicated or condemned or purchased by King County divided by the sum of the number of Lots so served by private roads or located in gated cul-de-sacs, multiplied by the number of Lots held by the particular Owner. The road and security gate assessment shall not be required of the owner of a lot without frontage on a private street or not located in a gated cul-de-sac, but shall be required of all others. The road and security gate assessment determination and notification thereof shall be made in the same manner and time as a general assessment as set forth in **Sections 3.3** and **3.4** hereof (see **Section 8.4 Private Roads/Individual Cul-de-sacs**).

Section 3.14 Groundwater Monitoring Assessment. As part of the general assessments authorized by this Article, the Association shall levy in advance on every Owner an assessment to fund the obligations and liabilities assumed by the Association for 25% of the ongoing costs in connection with the future testing and agency review of the Groundwater Monitoring Program applicable to both Diamond Ridge Estates and the Golf Course. The Golf Course Owner shall be responsible for the remainder (75%) of these costs. The respective obligations of the Association and Golf Course Owner to assume and pay for the design, implementation, future testing and agency review for the Groundwater Monitoring Program shall not be terminated, modified, or amended without the prior written approval of the King County Department of Development and Environmental Services, or its successor agency. The groundwater monitoring assessment determination and notification thereof shall be made in the same manner and time as a general assessment as set forth in **Section 3.3 and 3.4** hereof.

ARTICLE 4. SUBORDINATION OF LIENS

Section 4.1 Intent of Provisions. The provisions of this Article 4 apply for the benefit of each Mortgagee who lends money for purposes of construction or to secure the payment of the purchase price of a Lot.

Section 4.2 Mortgagee's Nonliability. The holder of a Mortgage shall not, by reason of its security interest only, be liable for the payment of any assessment or charge, nor for the observance or performance of any covenant or restriction, excepting only those enforceable by equitable relief and not requiring the payment of money, and except as hereafter provided.

Section 4.3 Mortgagee's Rights During Foreclosure. During foreclosure of a Mortgage, including any period of redemption, the holder of the Mortgage may exercise any or all of the rights and privileges of the Owner of the encumbered Lot, including but not limited to the right to vote in the Association to the exclusion of the Owner's exercise of such rights and privileges.

Section 4.4 Mortgagee as Owner. At such time as a Mortgagee shall become the record Owner of the Lot previously encumbered by the Mortgage, the Mortgagee shall be subject to all of the terms and conditions of this Declaration, including the obligation to pay for all assessments and charges in the same manner as any Owner.

Section 4.5 Mortgagee's Title Free and Clear of Liens. A Mortgagee or other secured party acquiring title to a Lot through foreclosure, deed in lieu of foreclosure, or equivalent method, shall acquire title to the encumbered Lot free and clear of any lien authorized by or arising out of the provisions of this Declaration, insofar as such lien secures the payment of any assessment due but unpaid before the final conclusion of any such proceeding, including the expiration date of any period of redemption. The Association may treat any unpaid assessments against a Lot foreclosed against as an expense of the Association pursuant to **Section 3.2**.

Section 4.6 Survival of Assessment Obligation. After the foreclosure of a security interest in a Lot, any unpaid assessments shall continue to exist and remain as a personal obligation of the Owner against whom the same was levied, and the Association shall use reasonable efforts to collect the same from such Owner.

Section 4.7 Subordination of Assessment Liens. The liens for assessments provided for in this Declaration shall be subordinate to the lien of any first Mortgage or other security interest placed upon a Lot as a construction loan security interest or as a purchase price security interest, and the Association will, upon demand, execute a written subordination document to confirm such priority. The sale or transfer of any Lot or of any interest therein shall not affect the liens provided for in this Declaration except as otherwise specifically provided for herein, and in the case of a transfer of a Lot for purposes of realizing a security interest, liens shall arise against the Lot for any assessment payments coming due after the date of completion of foreclosure.

ARTICLE 5. USE COVENANTS, CONDITIONS AND RESTRICTIONS

Section 5.1 Authorized Uses. Lots in Diamond Ridge Estates shall be used solely for residential purposes and related facilities normally incidental to a residential community. During the Development Period, no Lot shall be further subdivided without Declarant's prior written approval. Thereafter, no Lot shall be further subdivided, except as permitted in this Declaration without prior approval conferred by Association Action.

Section 5.2 Approval of Building or Clearing Plans Required. No building, fence, gate, deck, patio, wall, kennel, or other structure shall be commenced, erected, or maintained upon a Lot or any other portion of Diamond Ridge Estates, nor shall any exterior addition to or change or alteration therein be made, nor shall a Lot be cleared or excavated for use, nor shall any tree of twelve (12) inches or more in diameter on any Lot, measured one foot above ground level, be cut, until the written plans and specifications showing the nature, kind, shape, height, materials, colors, and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee. Any structure so approved must be completed as to external appearance, including finished painting or staining, within nine (9) months after the date construction is commenced unless the Committee elects to grant an extension. Although the Committee shall have full authority to approve or disapprove of any specific proposal, the following restrictions shall apply to Diamond Ridge Estates in general:

5.2.1 Building Setbacks. No structures, filling, grading or obstruction, including but not limited to decks, patios, outbuildings or overhangs, shall be permitted beyond the Building Setback Lines, or within any Common Area or drainage easements or tract as shown on the face of the final plat unless otherwise approved by the Committee and applicable public authorities. In addition, construction of fencing shall not be permitted within any Common Area, drainage easement or tract, nor shall clearing or removal of trees or vegetation be permitted therein, unless trees or vegetation represent a threat to life or property due to decay or other natural causes, and unless otherwise approved by the Committee.

5.2.1.1 To promote safety at the Golf Course perimeter, additional lot line setbacks shall be required above the King County minimums for Lots 21 and 22, which shall be subject to a 20 foot setback from the property boundary adjacent to the Golf Course.

5.2.1.2 Lots 13, 14, 41, 44, 45, 87 and 88 shall have a 5-foot building setback from the stormwater easement.

5.2.1.3 Lots 14, 15, 16, 18, 19 and 20 shall have a 20-foot setback from the stormwater tract SD-A.

5.2.1.4 Lots 14, 15, 16, 18, 19, 20, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88 and 89 shall locate their residential on-site septic sewer system primary and secondary drain fields a minimum of 100 feet, or the distance of the then current King County Health Department regulations, from the high water elevation of adjacent storm drainage ponds or water bodies.

5.2.1.5 Lots 34, 36, 37, 71, 72 and 73 shall have a 15-foot setback from sensitive area tracts.

5.2.1.6 All other lots shall be subject to the current King County Code standards.

5.2.2 Building Materials. Each home constructed on a Lot shall be built of new materials except, with approval of the Architectural Control Committee, decorative items such as used brick, weathered planking, and similar items. All visible masonry shall be native stone, brick or stucco. Shake shingles, tile or slate are the preferred roofing material for Diamond Ridge Estates. Any other roofing materials as well as the types and colors of exterior paint and stain must be submitted to the Committee for approval.

5.2.3 Landscaping. Yards shall be fully landscaped within nine (9) months after the date construction of the home commences unless extended by the Committee. No trees outside the building footprint which are greater than twelve (12) inches in diameter when measured one foot above ground shall be cut without the approval of the Committee. The owners of Lots 45-58 and Lots 90-91 shall plant and maintain desirable trees in their rear yards facing the Golf Course in a clustered or staggered fashion, where needed, at approximately 10-foot intervals in order to provide aesthetic visual screening and for safety purposes. See **Article 7, Residential Landscape and Water Use** for further landscape restrictions.

5.2.4 Fencing. No fence shall be over six (6) feet in height. In general, fences will not be allowed except along side yards or to enclose backyard areas for pools, pets, children and the like provided the Lot does not front any portion of the Golf Course. Fences shall not be allowed on any portion of a Lot fronting the Golf Course without prior written approval from the Committee. Under no circumstances shall any fence be permitted to run along any portion of a rear yard of a Lot fronting the Golf Course. No barbed wire, welded wire or corrugated fiberglass

fences shall be erected on any Lot. All fences are to be designed per detail as shown in **Exhibit B** and must be approved by the Committee prior to construction.

5.2.5 Minimum Size. The finished floor area or footprint of the main house structure, exclusive of garage and porches, shall not be less than:

- A. 2800 square feet for a residence containing a single level.
- B. 3000 square feet for a residence containing two or more levels. The second story shall not exceed 70% of the square footage of the first floor.
- C. Three story structures shall not be allowed without special approval of the Committee.

5.2.6 Roofs. Roofs on all buildings must be finished with concrete roof tiles, slate, cedar shakes, or cedar shingles, unless written approval for use of other materials is granted by the Committee prior to construction. No pitch shall be less than 4/12 pitch.

5.2.7 Yard Lamps. Each Owner shall install and maintain, at the sole expense of such Owner, at least one yard lamp at the driveway entrance to the Lot for the purpose of street and driveway illumination. Said yard lamp shall be of a type, and design per detail as shown in **Exhibit C** unless written approval is granted by the Committee. Installation shall be as specified by the Architectural Control Committee.

5.2.8 Driveways. All driveways and parking areas shall be concrete unless an alternative material is approved by the Architectural Control Committee. Wherever possible, driveways shall not exceed twelve (12) feet in width where they intersect any roadway.

5.2.9 Contractor. No home may be constructed on any Lot by other than the Owner or a contractor licensed as a general contractor under the statutes of the State of Washington without the prior approval of the Architectural Control Committee.

Section 5.3 Leasing Restrictions. No Lot may be leased or rented by any party for a period of fewer than thirty (30) days, nor shall less than the whole of any Lot be leased or rented. Each lease or rental agreement shall be in writing and shall by its terms provide that it is subject in all respects to the provisions of the Governing Documents. Any failure by a lessee to comply with the terms of the Governing Documents shall be a default under the lease, whether or not it is so expressed therein. Other than the foregoing, there is no restriction on the right of any Owner to lease his Lot.

Section 5.4 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept; provided, however, that dogs, cats, or other conventional household pets (the kind and

number of which may be regulated, permitted or prohibited from time to time by Association rules) may be kept if they are not kept, bred, or maintained for any commercial purposes. In no event may more than two (2) dogs or cats be kept on any Lot. No domestic pet may be kept if it is a source of annoyance or a nuisance. The Association shall have the authority to determine whether a particular pet is a nuisance or a source of annoyance, and such determination shall be final and conclusive. Pets shall be registered, licensed, and inoculated from time to time as required by law. When not confined to the Owner's Lot, pets within Diamond Ridge Estates shall be leashed and accompanied by a person responsible for cleaning up any animal waste.

Section 5.5 Commercial Uses. No commercial enterprise, including itinerant vendors, shall be permitted on any Lot; provided, however, home occupations may be conducted if allowed by law and if such occupation will not, in the reasonable judgment of the Association, cause traffic congestion or other disruption of the Diamond Ridge Estates community; and provided further that no signs or advertising devices of any character shall be permitted.

Section 5.6 Vehicle Storage. No storage of goods, or parking of vehicles, boats, trailers, trucks, campers, recreational vehicles or other equipment or device shall be permitted in open view from any Lot, road or Common Area, except this shall exclude temporary (less than forty-eight (48) hours) parking of vehicles on the designated driveway areas adjacent to garages on the Lots. Upon seventy-two (72) hours notice to the owner of an improperly parked or stored vehicle, boat, or other equipment, the Association has authority to have removed at the Owner's expense any such vehicle visible from the street that is parked on any Lot, road or within a Common Area for more than forty-eight (48) hours.

Section 5.7 Garbage. No garbage, refuse, or rubbish shall be deposited or left outside unless placed in a suitable covered container. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained, and no burning of any trash, refuse, or scrap of any kind shall be permitted.

Section 5.8 Utilities Underground. Except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, telephone, power, or television cable, or similar transmission line shall be installed or maintained above the surface of the ground.

Section 5.9 Mailboxes. Mailboxes shall be located in mailbox shelters constructed by the Declarant. No separate mailbox will be permitted for an Owner. Maintenance of the mailbox shelters shall be the responsibility of the Association.

Section 5.10 Signs. Except for entrance, street, directional, traffic control, and safety signs, no promotional signs or advertising devices of any character shall be posted or displayed in Diamond Ridge Estates without prior approval of the Architectural Control Committee; provided, however, one temporary real estate sign not exceeding six (6) square feet in area may be erected upon any Lot or attached to any residence placed upon the market for sale or lease. Any such

temporary real estate sign shall be removed promptly following the sale or rental of such Lot or residence.

Section 5.11 No Obstruction of Easements. No structure, planting, or other material shall be placed or permitted to remain upon Diamond Ridge Estates, which may damage or interfere with any easement or the installation or maintenance of utilities, or which may unreasonably change, obstruct, or retard direction or flow of any drainage channels. No decorative planting, structure or fence may be maintained within an easement area unless specifically approved by the Architectural Control Committee.

Section 5.12 Antennas and Clotheslines. No external aerial antenna, free-standing antenna towers, large satellite reception dishes of any kind (more than 18" in diameter) or clotheslines shall be permitted. Small satellite dishes (18" or less in diameter) can only be installed upon written approval by the Architectural Control Committee once the location is requested by the Lot Owner.

Section 5.13 Owners' Maintenance Responsibilities. The maintenance, upkeep, and repair of individual Lots and homes shall be the sole responsibility of the individual Owners thereof, and in no way shall it be the responsibility of the Association, its agents, officers or directors. Owners shall maintain their Lots and homes in good repair and in a clean, sightly, and sanitary condition at all times. Without limitation as to the foregoing, each Owner shall be obligated to keep his Lot and home in a clean, sightly and sanitary condition and maintain the landscaping on his Lot in a healthy and attractive state and in a manner comparable to that on the other Lots in Diamond Ridge Estates. No storage of firewood shall be permitted in front yards. After thirty (30) days' written notice to an Owner from the Association of such Owner's failure to so maintain his home or Lot, and after approval by a two-thirds (2/3) majority vote by the Board, the Association shall have the right, through its agents and employees, to enter upon any Lot which has been found to violate the foregoing standards in order to restore the home or Lot to such standards. The cost of such work shall be a special assessment on such Owner and his Lot only.

Section 5.14 Weapons. No firearms of any kind or nature, including rifles, handguns, bows, slingshots, BB guns, slings, traps, or any other like weapon, shall be used or discharged within Diamond Ridge Estates except by authorized governmental officials.

Section 5.15 Damage. Any damage to streets, Plat improvements, entry structure, fences, landscaping, mailboxes, lights and lighting standards by Lot Owners, their children, contractors, agents, visitors, friends, relatives, or service personnel shall be repaired and restored to like new condition by such Owner within twelve (12) days from the occurrence of such damage.

Section 5.16 Golf Course. Lots immediately adjacent to the Golf Course shall be subject to the following additional restrictions:

5.16.1 No Adverse Possession. Any use, landscaping or other encroachment of any kind whatsoever by any Owner upon any portion of the Golf Course Property shall be deemed to be "permissive". Owners waive and forever renounce any right to maintain any portion of the Golf Course Property. Any use, landscaping improvements or other encroachment upon any portion of the Golf Course Property by Owner shall be terminated and removed upon the request of the owner of the Golf Course Property, at the expense of Owner.

5.16.2 Restriction on Entry. Owners of Lots adjacent to the Golf Course Property shall refrain from entering the Golf Course Property, except to the extent that such Owners have paid a fee to enter Property in connection with and for the purpose of conducting activities permitted under such fee.

5.16.3 License to Retrieve Balls. Owners of Lots adjacent to the Golf Course Property recognize that golfers may occasionally misplay golf balls onto Lots. Golfers will be permitted to retrieve balls which are in plain sight without damage or unreasonable disturbance to landscaping or other improvements on such Lots without interference. Golfers will not be permitted to play balls which leave the Golf Course, but will retrieve their ball and "drop" it in an appropriate location on the Golf Course.

5.16.4 No Reserved Rights. No Owner has a preferential right to use the Golf Course. Use of the Golf Course is reserved for the general public who, subject to the rules and regulations of the Golf Course, may play on the Golf Course.

5.16.5 Setback and Fence Requirements. Except as may be required by King County, no fence shall be constructed on any portion of any Lot fronting the Golf Course. See **Section 5.2.4.**

5.16.6 Golf Course Activities. Owners of Lots adjacent to the Golf Course acknowledge that:

1. Landscaping and maintenance activities will occur on the Golf Course Property on a regular basis, including at very early morning hours or very late evening hours, and that such activities will involve the use, delivery and storage of equipment and fertilizer and insecticides on site for mowing, maintenance and landscaping.

2. Ponds, streams and other water bodies on the Golf Course Property or within the subdivision may be used for irrigation, storm water management, treatment, and their levels may fluctuate from time to time.

3. The Golf Course may be operated seven days a week, and the conducting of tournaments and other events may result in the presence of large numbers of people on the Golf Course Property.

4. The Owner of the Golf Course Property may, from time to time, make modifications to the Golf Course which, among other things, may involve the planting or removal of vegetation, including trees.

5.16.7 Golf Course Privileges. The Golf Course Owner will make available its standard annual golf course "discount card" to the first generation owner-occupants of each Lot of the Diamond Ridge Estates ("Qualified Purchasers") at a discount price equal to 50% of the amount charged for the discount card to the general public for use at the Golf Course. This 50% discount will be available to Qualified Purchasers each year for a period of ten (10) years commencing on the date the Qualified Purchaser closes its purchase of the Lot or the date the certificate of occupancy is issued for the residence, at the option of the property owner. Two adult cards and unlimited junior cards (for children of the Qualified Purchaser living at home and (i) not older than 21, or (ii) which are full-time students) will be available for each of the residential Lots. The Golf Course Owner will give an additional 10% discount on each additional card purchased per Lot. The cards are personal to the Qualified Purchasers and may not be used by anyone but the person to whom the discount card is issued. The cards cannot be transferred but the cardholder will receive traveling privileges as specified on the "discount card" on the "OB Sports Trail." Qualified Purchasers will be permitted to reserve a tee-time 24 hours earlier than non-resident discount cardholders. The discount card is not intended to be a membership program.

Section 5.17 Nuisances Prohibited. No noxious or offensive activity shall be conducted in any portion of Diamond Ridge Estates, nor shall anything be done or maintained therein in derogation or violation of the laws of the State of Washington or any other applicable governmental entity. Nothing shall be done or maintained on any portion of Diamond Ridge Estates which may be or become an annoyance or nuisance to the neighborhood or detract from the value of the Diamond Ridge Estates community. The Association shall determine by Association Action whether any given use of a Lot unreasonably interferes with the rights of the other Owners to the use and enjoyment of their respective Lots or of the Common Areas, and such determination shall be final and conclusive.

Section 5.18 Relief from Certain Provisions. In cases where an Owner has made a factual showing that strict application of the provisions of Sections 5.4, 5.5, 5.6, 5.10, and 5.12 only of this Article (regulating animals, commercial uses, vehicle storage, signs and antennas, respectively) would work a severe hardship, the Board by Association Action may grant the Owner relief from any of such provisions; provided, however, that such relief shall be limited by its scope or by conditions to only that necessary to relieve the hardship; and provided further, that no such relief shall be granted if the condition thereby created would in the reasonable judgment of the Board violate other provisions of Section 5 of this Article. The decision of the Board in granting or denying such relief shall be final and conclusive.

ARTICLE 6. EASEMENTS

Section 6.1 Easements. The Declarant does hereby establish, create and reserve for the benefit of itself, the Association and all Lot owners, and their respective heirs and assigns, easements and tracts for the installation and maintenance of street landscaping, subdivision signage and lighting, sprinkler systems and all utilities, including but not limited to, storm sewers, drainage systems and electrical, telephone, cable and water lines. No Lot owner shall allow or permit any structure or landscaping to be located, installed or grown upon the area(s) subject to said easements in a condition which will interfere with the operation, and maintenance of said utilities and systems.

Section 6.2. Easements of Declarant. During the period that Declarant owns any interest in the Real Property primarily for the purpose of sale, Declarant shall have an alienable and transferable right and easement on, over, through, under and across the Common Areas for the purpose of constructing improvements and for installing, maintaining, repairing and replacing such other improvements to the Property as are contemplated by this Declaration or as Declarant desires, in its sole discretion and for the purpose of doing all things reasonably necessary and proper in connection therewith, provided in no event shall Declarant have any obligation to do any of the foregoing.

ARTICLE 7. RESIDENTIAL LANDSCAPE & WATER USE STANDARDS

Section 7.1. General. The purpose and intent of this section is to help conserve water use, promote groundwater quality, limit fertilizer and pesticide use, and assure septic system maintenance.

7.1.1 Water. The water made available to this residential development is a limited resource and shall be used wisely. The provisions of this article are intended to help guide the wise use of the available water and avoid misuse or uncontrolled consumption.

7.1.1.1 Each residence shall be allocated 30,400 gallons of outdoor use water per year.

7.1.1.2 Each residence shall be served by a separate outdoor use water meter. Covington Water District shall maintain the ability to shut off said meter if yearly allocation is exceeded.

7.1.1.3 All hose bibs and any outdoor irrigation systems shall be served by the outdoor use water meter only.

7.1.2 Best Management Practices. The misuse of pesticides, fertilizers, and herbicides can have a far-reaching environmental effect. This residential area is in proximity to a fish-bearing stream and fish hatchery. Therefore it is the responsibility of each residence to become aware of Best Management Practices related to pesticide, fertilizer and herbicide use on their property.

7.1.3 Septic System. The sewer waste from each residence will be discharging into the ground and not transported via a pipe to a wastewater treatment plant. The effectiveness of each septic system is important to maintaining the quality of the local groundwater. Therefore the septic systems must be cared for, used and maintained properly to assure groundwater quality.

Section 7.2 Landscape and Water Use Review. Administration or modification of these standards and review of applications for landscaping under this article shall be handled by the Architectural Control Committee. See **Section 2.9**.

7.2.1 Procedures. The Architectural Control Committee shall make Water Wise Guidelines (see **Section 7.3 Water Wise Guidelines**) available to owners, builders and others who seek to engage in development of or construction on any portion of the Residential Properties. All such persons shall conduct their activities in accordance with such Water Wise Guidelines.

7.2.1.1 No changes to these Covenants, Conditions and Restrictions regarding outdoor water use shall be made without the approval of Covington Water District or its successors.

7.2.1.2 In order to keep Covington Water District informed of activities of the Architectural Control Committee, the minutes of all meetings shall be forwarded to the District in a timely manner.

7.2.2 Owners' Acknowledgment. All owners are subject to the Wise Water Guidelines and are given notice that their ability to use their privately owned property is limited. Each owner by acceptance of a deed acknowledges and agrees that the use and enjoyment and marketability of his or her property can be affected by this provision and that the Guidelines may change from time to time, due to new regulations or by majority vote of the Architectural Control Committee.

7.2.3 Street Trees. Ownership and maintenance of street trees within the public right of way shall be the responsibility of the Association.

Section 7.3 Water Wise Guidelines. To promote the wise use of the water resources the following conditions have been established.

7.3.1 Landscape Irrigation Use. To promote the best use of water for landscape purposes the following has been established.

7.3.1.1 Every single family residential lot shall be limited in the amount of fine lawn / grass lawn area. No more than one thousand square feet (1000 SF) of the gross lot area may be used as fine lawn / grass lawn.

7.3.1.2 No less than 95% of the landscape planting area must be planted with low water requiring plants.

7.3.1.3 The following water efficient techniques for landscape and irrigation are provided to aid each single family residential owner in planning and maintaining water use areas:

- Your lawn needs water when it starts turning a dull gray/green and loses resiliency.
- Shrubs droop as they approach an absolute need for water.
- The object of efficient irrigation is to water only the soil surrounding the root area of the plant.
- Do not apply water more rapidly than the soil can absorb it.
- Turn off your sprinkler system at the first sign of saturation or runoff to allow the first watering to soak in. Water again in an hour or two if needed.
- Watering should be done in the evening or during early morning hours when evaporation is least likely to occur.
- Water only once a week. Weekly waterings should be sufficient. Water less often if your plants need less moisture.
- Do not water when windy.
- Remove thatch (dead grass) build-up turf areas. Thatch restricts penetration of water, air, and nutrients.
- Aerate compacted soil to increase water penetration. Aerating should be done only during the spring months or after fall rains resume.
- Eliminate weeds. They compete with grass and other plant material for water.
- Use mulches, such as bark, sawdust, or compost to help planting beds retain moisture. (Remember to allow septic drain field to "breathe", do not use plastic cover.)
- Make sure that your sprinkler system is in good repair. Fix leaks, and adjust sprinkler heads to eliminate any over-spray on paved areas or buildings. Investigate the source of any unusual runoff, puddling or over-saturated areas.
- Make sure the automated sprinkler controller is properly set to achieve minimum watering levels.
- Automated irrigation systems offer the ultimate in both control and distribution of water.
- Consider water consumption when selecting plants. Some plants use more water than others do. Consult a good gardening book to determine low water-using plants.
- Remember the importance of plant placement. Shade-loving plants will not do well if placed in full sun, and will require excessive watering to survive. Place plants of similar water needs in common areas so they can all benefit from the same application of water.

7.3.2 Outdoor Water Use Restrictions

7.3.2.1 The use of a water hose without a shut-off provision (or nozzle) at the out flow end shall be prohibited.

7.3.2.2 The application of water to an auto or vehicle by means of an un-nozzled hose shall be prohibited. Use of a bucket to wash and rinse is a preferred method.

Section 7.4 Indoor and Outdoor Chemical Application. The following limitations shall be required in order to avoid impacts to groundwater from the use various chemicals.

7.4.1 Indoor Chemicals

7.4.1.1 Septic tank additives are prohibited and shall not be used due to possible impact to groundwater quality.

7.4.1.2 Do not pour hazardous chemicals into drains. (i.e., solvents, paint thinner, pesticides, oils, etc.)

7.4.1.3 Do not use harsh or toxic cleaners in sinks or drains.

7.4.2 Outdoor Chemicals

7.4.2.1 The application of "general use" pesticides by the "home owner," certified applicator, or others shall be prohibited.

7.4.2.2 The use of pesticides shall be specific to an infestation and spot applied.

7.4.2.3 The following pesticides (in any concentration) are prohibited from use within any residential, open space, or common property:

<u>Pesticide</u>	<u>Rationale for Restriction</u>
2,4-D	<ol style="list-style-type: none">1. Amine and ester products have potential for dioxin contamination.2. Despite short t 1/2, 2,4-D has been detected in groundwater in five states and in Canada.3. Was the most commonly detected pesticide in surface streams of Puget Sound basin during 1987-1995.

<u>Pesticide</u>	<u>Rationale for Restriction (continued)</u>
Diazinon	<ol style="list-style-type: none"> 1. Highly toxic to birds and fish (toxicity rating for rainbow trout is 4-5). 2. Common well pollutant in California, Ottawa, and Japan, suggesting that it is more mobile than its K_{oc} indicates. Persistence rating of 3 (t 1/2 is 2-4 weeks). 3. Popular pesticide for which heavy use has resulted in it contaminating several small streams in the Puget Sound basin (Bortleson and Davis, 1997).
Diuron	<ol style="list-style-type: none"> 1. Highly toxic to invertebrates, moderately toxic to fish. 2. Popular pesticide for which heavy use has resulted in it contaminating several small streams in the Puget Sound basin (Bortleson and Davis, 1997).
Malathion	<ol style="list-style-type: none"> 1. Mobility / persistence rating of "C" and toxicity rating of 5 (highly toxic to aquatic invertebrates and fish), so it should not be used based on risk assessment procedure. 2. Popular pesticide for which heavy use has resulted in it contaminating several small streams in the Puget Sound basin (Bortleson and Davis, 1997).
Propoxur	<ol style="list-style-type: none"> 1. Mobility / persistence rating of "C" and toxicity rating of 2 (rainbow trout) to 3 (mule deer); questionable acceptability based on risk assessment procedure. 2. High potential for groundwater penetration; toxic to fish as well as to animals that eat fish.
Rotenone	<ol style="list-style-type: none"> 1. Highly toxic to fish. 2. Short half life and not readily mobile in soils, but any spill could be disastrous for Soos Creek and Green River hatchery.

7.4.2.4 Pesticides requiring a certified or licensed applicator shall be subject to pass a risk assessment procedure per the Golf Course Best Management Practices Manual and be used only if the pesticide is on the list of recommended pesticides for use on the golf course or grounds area. (Contact golf course superintendent for latest edition.)

7.4.2.5 The application of any pesticides shall be recorded by the homeowner as to date of purchase, name of product, quantity of use, area of use and frequency of

use. Blank record forms shall be provided by the Association. The forms will be made available to the Muckleshoot Indian Tribe on a yearly basis.

7.4.2.6 Each homeowner shall be made aware of and encouraged to utilize the "Public / Player Education Program" within the golf clubhouse. The purpose of the program is to promote environmental education in regards to reduction of water usage, reduced fertilizer use, and eliminating or reducing pesticide use.

7.4.2.7 Each homeowner shall use fertilizers sparingly, shall use only "slow-release" type fertilizers. Nitrates from fertilizers can cause health problems. Phosphorous can cause "algae blooms" in surface water.

Section 7.5. Indoor Uses that Affect Septic Systems and Water Use.

7.5.1 Only "water wise," "low flow," and water saving devices and appliances shall be used by the homeowners to limit water consumption.

7.5.2 Each single family residential lot owner shall comply with the "On-site" Sewer System Homeowners Manual developed by Seattle-King County Department of Public Health, April, 1999, or latest edition.

7.5.3 "Septic Tanks" shall be pumped out at least every five years.

7.5.4 Disinfecting, washing, and scrubbing of septic systems shall be prohibited.

Section 7.6 Compliance. The elements of this Article are intended to promote wise water use and limit impacts upon the environment. All owners shall comply with these provisions, as with other provisions within this Declaration.

ARTICLE 8. COMMON AREAS

Section 8.1 Title to Common Areas. Declarant shall from time to time during the Development Period convey to the Association by deed or easement the Common Areas designated on a final plat or other recorded map or plan creating Diamond Ridge Estates. Upon its creation as a Common Area, every Common Area shall be subject to an easement of common use and enjoyment in favor of the Association and every Owner, their heirs, successors, and assigns, in accordance with the terms and conditions of the Governing Documents.

Section 8.2 Maintenance of Common Areas. The Association shall maintain, repair, replace, improve, and otherwise manage all of the Common Areas so as to keep them in good repair and condition and shall conduct such additional maintenance, repair, replacement, construction, or reconstruction as may be determined pursuant to Association Action. The

Association shall take any action necessary or appropriate to the maintenance and upkeep of the Common Areas and improvements thereon.

Section 8.3 Monuments and Landscaping. Areas within the private road/cul-de-sacs are hereby reserved for installation, repair, replacement and operation of entry monumentation, gates, other signage, and landscaping. The Board shall be responsible for maintenance, operation and repair of the entry monumentation, gates, other signage and landscaping in these private roads, and expenses relating thereto shall be expenses of the Association subject to assessments pursuant to Article 3. The Association shall have the right to trim trees within these areas, as the Association shall deem necessary or desirable, at its sole discretion, and the Owners of the Lots adjacent to these Areas hereby waive any and all objections to such trimming.

Section 8.4 Private Roads/Individual Cul-de-sacs. The owners of lots located in the following private cul-de-sac (Lots 1 through 8, 145th Place SE (North); 9 through 16, 145th Place SE (South); 17 through 24, 143rd Court SE; 27 through 34, 139th Terrace SE; and 35 through 42, 135th Place SE) shall be subject to maintaining, repairing and insuring all matters and all costs associated with any individual cul-de-sac security gate or private streets abutting all said lots, plus any other cost(s) associated with the private improvements benefiting or affecting these lots in the following manner: each gate shall be the responsibility of residence of that particular cul-de-sac. All other costs or expenses for paving, drainage or associated maintenance will be shared evenly among all cul-de-sac owners. If repairs of gate or other cul-de-sac items are not made within two weeks of written notice from the Board, the Association will make the needed repairs and charge the responsible cul-de-sac residences 115% of the cost, to cover handling charges.

Section 8.5 Abandonment of Common Areas. The Common Areas may not be abandoned, partitioned, subdivided, encumbered, sold or transferred by the Association, any Owner or any third party, provided that, with the approval of at least 67% of the Owners and compliance with any restrictions on the face of the Plat, the Common Areas may be transferred to or encumbered for the benefit of a public agency, authority, or utility. The granting of easements for utilities or for other purposes consistent with the intended use of the Common Areas by the Owners shall not be deemed a partition or division.

Section 8.6 Alteration of Common Areas. Nothing shall be altered or constructed in or removed from any Common Areas except upon the prior written consent of the Board.

ARTICLE 9. INSURANCE; CASUALTY LOSSES; CONDEMNATION

Section 9.1 Insurance Coverage. The Association shall, subject to change by Association Actions, maintain at all times as an Association expense a policy or policies and bonds written by companies licensed to do business in Washington providing:

9.1.1 Insurance against loss or damage by fire and other hazards covered by the standard extended coverage endorsement in an amount as near as practicable to the full insurable

replacement value (without deduction for depreciation) of the Common Areas, with the Association named as insured as trustee for the benefit of Owners and Mortgagees as their interests appear.

9.1.2 General comprehensive liability insurance with a combined single limit of \$1,000,000 insuring the Association, the Owners, Gold Course Owner, and Declarant against any liability to the public or to the Owners and their guests, invitees, licensees, or tenants, incident to the ownership or use of the Common Areas.

9.1.3 Worker's compensation insurance to the extent required by applicable laws.

9.1.4 Such other insurance as the Association deems advisable; provided, that notwithstanding any other provisions herein, the Association shall continuously maintain in effect casualty, flood, and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for similar projects established by Federal National Mortgage Association, Governmental National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Authority, and Veterans Administration, so long as any of them is a Mortgagee or Owner, except to the extent such coverage is not available or has been waived in writing by such agencies.

Section 9.2 Casualty Losses. In the event of substantial damage to or destruction of any of the Common Areas, the Association shall give prompt written notice of such damage or destruction to the Owners and to the holders of all First Mortgages. Insurance proceeds for damage or destruction to any part of the Common Areas shall be paid to the Association as a trustee for the Owners, or its authorized representative, including an insurance trustee, which shall segregate such proceeds from other funds of the Association.

Section 9.3 Condemnation. In the event any part of the Common Areas is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, the Association shall give prompt notice of any such proceeding or proposed acquisition to the Owners and to the holders of all First Mortgages who have requested from the Association notification of any such proceeding or proposed acquisition. All compensation, damages, or other proceeds therefrom, shall be payable to the Association.

ARTICLE 10. ENFORCEMENT

Section 10.1 Right to Enforce. The Association, Declarant, or any Owner, shall have the right to enforce, by any appropriate proceeding at law or in equity, all covenants, conditions, restrictions, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure or forbearance by any person or entity so entitled to enforce the provisions of this Declaration to pursue enforcement shall in no event be deemed a waiver of the right to do so thereafter.

Section 10.2 Remedies Cumulative. Remedies provided by this Declaration are in addition to, cumulative with, and are not in lieu of, other remedies provided by law. There shall be, and there is hereby created, a conclusive presumption that any breach or attempted breach of the covenants, conditions, and restrictions herein cannot be adequately remedied by an action at law or exclusively by recovery of damages.

Section 10.3 Covenants Running with the Land. The covenants, conditions, restrictions, liens, easements, enjoyment rights, and other provisions contained herein are intended to and shall run with the land and shall be binding upon all persons purchasing, leasing, subleasing, or otherwise occupying any portion of Diamond Ridge Estates, their heirs, executors, administrators, successors, grantees, and assigns. All instruments granting or conveying any interest in any Lot shall be subject to this Declaration.

ARTICLE 11. AMENDMENT AND REVOCATION

Section 11.1 Amendment by Declarant or Association. Declarant may, on its sole signature, during the Development Period, amend this Declaration. This Declaration may also be amended at any time by an instrument executed by the Association for and on behalf of the Owners, provided, however, that such amendments shall have received the prior approval of a vote of the Owners having sixty percent (60%) of the total outstanding votes in the Association; and provided, further, that no such amendment shall be valid during the Development Period without the prior written consent of the Declarant. Notwithstanding any of the foregoing, the prior written approval of fifty-one percent (51%) of all Mortgagees who have requested from the Association notification of amendments shall be required for any material amendment to the Declaration or the Association's Bylaws of any of the following: voting rights; assessments, assessment liens, and subordination of such liens; reserves for maintenance, repair, and replacement of Common Areas; insurance or fidelity bonds; responsibility for maintenance and repair; reallocation of interest in the Common Areas; leasing of Lots other than as set forth herein; imposition of any restrictions on the right of an Owner to sell or transfer his Lot; a decision by the Association to establish self-management when professional management had been required previously by an eligible Mortgagee; any action to terminate the legal status after substantial destruction or condemnation occurs; or any provisions which are for the express benefit of Mortgagees or eligible insurers or guarantors of First Mortgages. Notwithstanding any of the foregoing, no amendment to this Declaration shall conflict with or violate any prior restrictions of record; nor shall Sections 3.14, 5.2.1.1, 5.2.3 or 5.2.4 be amended without the prior written consent of the Golf Course Owner.

Section 11.2 Effective Date. Amendments shall take effect only upon recording with the King County Department of Records and Elections.

Section 11.3. Term. This Declaration shall be effective for an initial term, expiring December 31, 2010, and continues thereafter by automatic extension, for successive periods of ten (10) years each, unless terminated at the expiration of the initial term or any succeeding ten

year term by a Termination Agreement executed by the then owners of not less than seventy-five percent (75%) of the Lots then subject to this Declaration.

ARTICLE 12. GENERAL PROVISIONS

Section 12.1 Taxes. Each Owner shall pay without abatement, deduction, or offset, all real and personal property taxes, general and special assessments, including local improvement assessments, and other charges of every description levied on or assessed against his Lot, or personal property located on or in the Lot. The Association shall likewise pay without abatement, deduction, or offset, all of the foregoing taxes, assessments, and charges levied or assessed against the Common Areas. The Corporation shall likewise pay without abatement, deduction, or offset, all of the foregoing taxes, assessments, and charges levied or assessed against the Equestrian Center.

Section 12.2 Non-Waiver. No waiver of any breach of this Declaration or failure to enforce any covenant of this Declaration shall constitute a waiver of any other breach, whether of the same or any other covenant, condition, or restriction.

Section 12.3 Attorneys' Fees. In the event of a suit or action to enforce any provision of this Declaration or to collect any money due hereunder or to foreclose a lien, the unsuccessful party in such suit or action shall pay to the prevailing party all costs and expenses, including title reports, and all attorney's fees that the prevailing party has incurred in connection with the suit or action, in such amounts as the court may deem to be reasonable therein, and also including all costs, expenses, and attorneys' fees incurred in connection with any appeal from the decision of a trial court or any intermediate appellate court.

Section 12.4 No Abandonment of Obligation. No Owner, through his non-use of any Common Area, or by abandonment of his Lot, may avoid or diminish the burdens or obligations imposed by this Declaration.

Section 12.5 Captions. The captions of the various articles, sections and paragraphs of this Declaration are for convenience of use and reference only and do not define, limit, augment, or describe the scope, content or intent of this Declaration or any parts of this Declaration.

Section 12.6 Severability. Invalidation of any one of these covenants, conditions, restrictions, easements, or provisions by judgment or court order shall in no way affect any other of the same, all of which shall remain in full force and effect.

Section 12.7 Notices. All notices, demands, or other communications ("Notices") permitted or required to be given by this Declaration shall be in writing and, if mailed postage prepaid by certified or registered mail, return receipt requested, shall be deemed given three days after the date of mailing thereof, or on the date of actual receipt, if sooner; otherwise, Notices shall be deemed given on the date of actual receipt. Notice to any Owner may be given at any Lot

owned by such Owner; provided, however, that an Owner may from time to time by Notice to the Association designate such other place or places or individuals for the receipt of future Notices. If there is more than one Owner of a Lot, Notice to any one such Owner shall be sufficient. The address of Declarant and of the Association shall be given to each Owner at or before the time he becomes an Owner. If the address of Declarant or the Association shall be changed, Notice shall be given to all Owners.

Section 12.8 Indemnification. The Association shall indemnify every officer, director and any member of any committee authorized to act on behalf of the Association by the Board or by this Declaration against any and all expenses, including counsel fees, reasonably incurred by, or imposed upon, any officer, director or committee member in connection with any action, suit or proceeding if approved by the then Board to which he or she may be a party by reason of being or having been an officer, director or committee member. The officers, directors and committee members shall not be liable for any mistakes of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers, directors and committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers, directors and committee members may also be members of the Association), and the Association shall indemnify and forever hold each officer, director and committee member free and harmless against any and all liability to others on account of any such contract or commitment. The Association shall, as a common expense, maintain adequate general liability and officers', directors' and committee members' liability insurance to fund this obligation.

Section 12.9 Applicable Law. This Declaration shall be construed in all respects under the laws of the State of Washington.

IN WITNESS WHEREOF, the undersigned declarant has executed this declaration the day and year first above written.

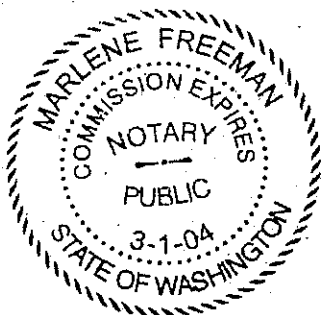
SOOS CREEK, INC.,
a Washington corporation

By *Cathy Chen*
Its Vice President

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me CEDIC Y CHEN, to me known to be the Vice President of SOOS CREEK, Inc., the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN under my hand and official seal this 7th day of November, 2000.



Marlene Freeman
Printed name: MARLENE FREEMAN
NOTARY PUBLIC in and for the
State of Washington, residing at Bellevue.
My commission expires March 1, 2004.

EXHIBIT "A"

Legal Description for Division I

Lots, B, D, F, H, I, J, K, L, M, O, Q, T, W, X, Y, and tracts 1 through 7, inclusive, King County boundary line adjustment number L97L0087, recorded under recording number 9810019002, being a portion of the southwest quarter and the southeast quarter of section 10, township 21 north, range 5 east, W.M.; the northwest quarter of section 14, township 21 north, range 5 east, W.M.; and the northeast quarter and the northwest quarter and the southeast quarter and the southwest quarter of section 15, township north, range 5 east, in King County, Washington, all in King County, Washington.

TOGETHER WITH Lots A, C, E, G, N, P, R, S, U and V, King County boundary line adjustment number L97L0087, recorded under recording number 9810019002, in King County Washington;

TOGETHER WITH an easement for construction, installation, operation, repair and maintenance of a water reservoir/storage lake as established by master declaration, easement and agreement by and between Soos Creek Golf & Country Club, LP, a Washington limited partnership and Washington National Golf Club, LLC, a Delaware limited liability company, recorded under recording number 9905272436, as amended by first amendment to master declaration, easement and agreement recorded under recording number 20000110001122;

AND TOGETHER WITH an easement for waterlines and utilities, and for ingress and egress, as established by declaration of easement for roads, recorded under recording number 20000110001121.

Legal Description for Division II

Tracts FD-1 through FD-6, tracts GR-1 through GR-3, tract RA-1 and tract RASD-1 of Diamond Ridge Estates, Division 1, recorded in volume 195 and pages 89 of plats, records of King County, Washington, being a portion of the southwest quarter and the southeast quarter of sections 10, township 21 north, range 5 east, W.M.; the northwest quarter of section 14, township 21 north, range 5 east, W.M.; and the northeast quarter and the northwest quarter and the southeast quarter and the southwest quarter of section 15, township 21 north, range 5 east, W.M. Situate in King County, Washington.

TOGETHER WITH tract FD-7, tracts GC-6 and GC-7, tracts OS-2 and OS-3 of Diamond Ridge Estates, Division 1, recorded in volume 195 and page 84 of plats, records of King County, Washington, being a portion of the southwest quarter and the southeast quarter of sections 10, township 21 north, range 5 east, W.M.; the northwest quarter of section 14, township 21 north, range 5 east, W.M.; and the northeast quarter and the northwest quarter and the southeast quarter and the southwest quarter of section 15, township 21 north, range 5 east, W.M., Situate in King County, Washington.

(FENCE LOCATION SUBJECT TO WRITTEN APPROVAL BY DIAMOND RIDGE ESTATES AC)

TOP VIEW

1" x 6" CEDAR T.K.
NO SPACE

2" x 6" CEDAR T.K.
3/4" CHAMFER CAP

8'-0"

2" x 4" CEDAR T.K. TOP RAIL

2" x 6" CEDAR T.K. BOTTOM RAIL

END VIEW

1 x 4

6'-0"

4 x 4 P.T. POST
EMBEDDED IN CONCRETE
8' D.C.

SEMI TRANSPARENT OLYMPIC STAIN
(#910) ON ALL SIDES OF FENCE AND TRIM

SCALE = 3/4" = 1'

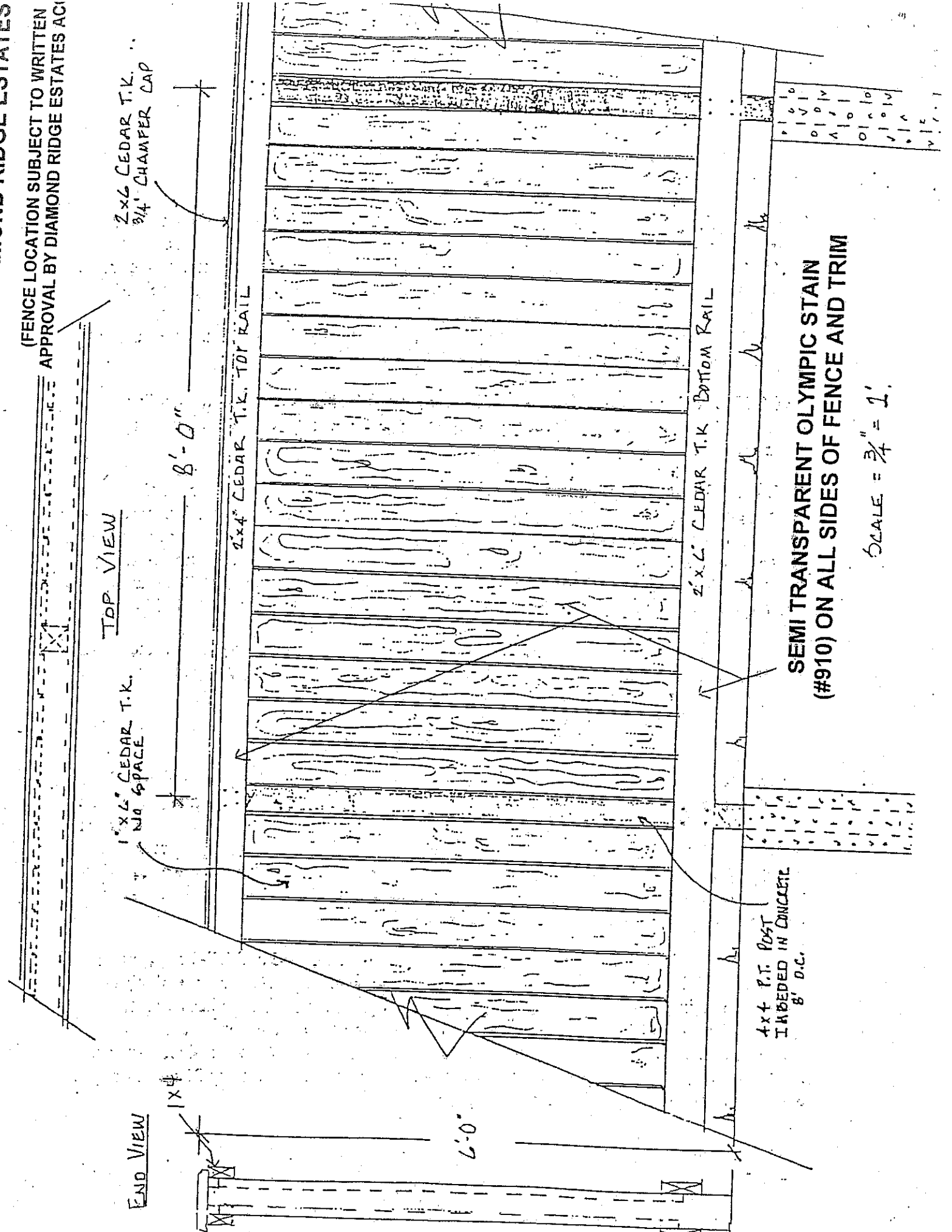
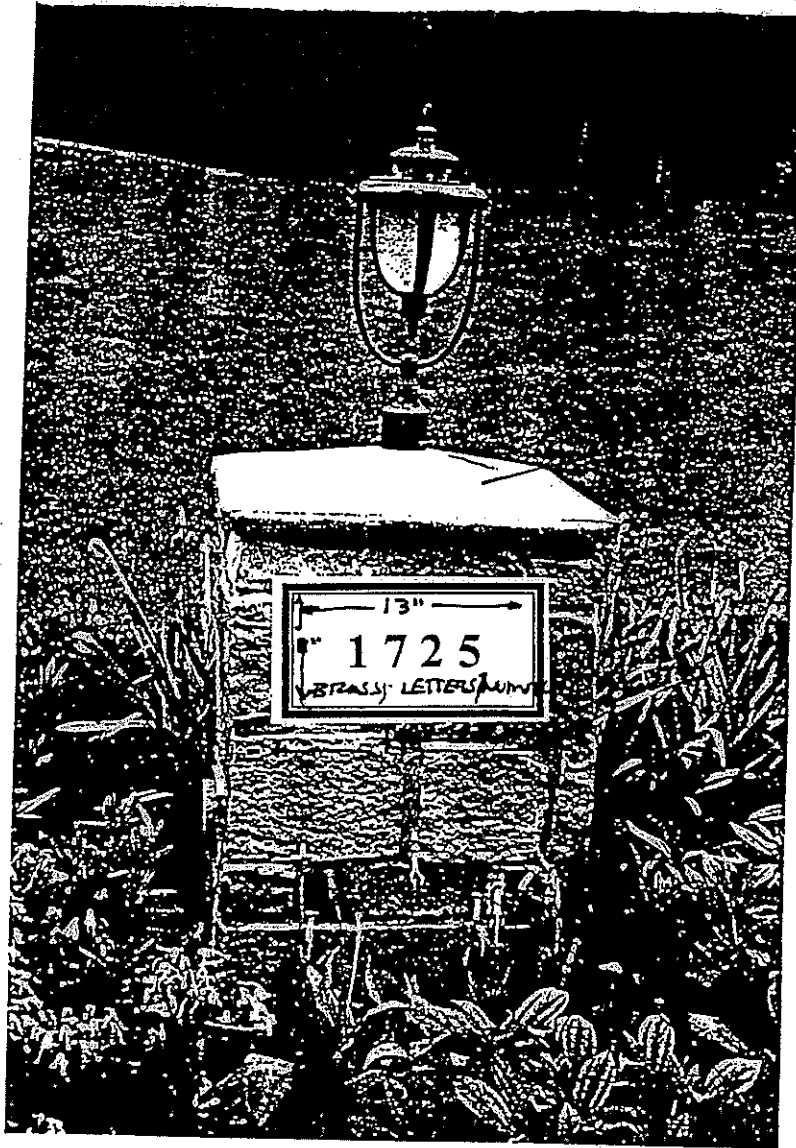


EXHIBIT "C"



Concrete
Cap

36"

20"

flagstone



20020416001599

FIRST AMERICAN ATTD
PAGE 001 OF 002
04/16/2002 11:44
KING COUNTY, WA
KING COUNTY, WA

AFTER RECORDING MAIL TO:

Name SOOS CREEK INC
Address 12505 BEL-ROD ROAD #102
City/State BELLEVUE WA 98005

Document Title(s): (or transactions contained therein)

- 1. AMENDMENTS TO CCR'S
- 2.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:

20001109 000392

Additional numbers on page _____ of document

Grantor(s): (Last name first, then first name and initials)

- 1. SOOS CREEK INC
- 2.
- 3.
- 4.

Additional names on page _____ of document

Grantee(s): (Last name first, then first name and initials)


- 1. DIAMOND RIDGE ESTATES
- 2.
- 3.
- 4.

Additional names on page _____ of document

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

Complete legal description is on page _____ of document

Assessor's Property Tax Parcel / Account Number(s):

 **First American Title Insurance Company**

2/10
W2002-20991
ratio
(this space for title company use only)

2002 041 6001599

NOTE The creator's office will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

AFTER RECORDING, PLEASE RETURN TO:

Cecil Chen - Soos Creek, Inc
12505 Bel-Red Road # 102
Bellevue, WA 98005

**AMENDMENT TO COVENANTS, CONDITIONS,
RESTRICTIONS & EASEMENTS FOR DIAMOND RIDGE ESTATES**

Soos Creek, Inc, as Declarant, and Architectural Control Committee of the subdivision of Diamond Ridge Estates ("Declarant") amends the existing CC&R's (Recording #20001109000392) as recorded on November 9, 2000, as follows

The last two sentences of 5.2.2 shall be deleted and replaced with Shake shingles, tile, slate, Certainteed "Presidential Shake", or "Presidential Shake TL" composition roofing is the preferred roofing material for Diamond Ridge Estates. Any roofing materials as well as the types and colors of exterior paint and stain must be submitted to the Committee for approval

Existing 5.2.6 shall be deleted and replaced with **5.2.6 ROOFS.** Roofs on all buildings must be finished with charcoal/black concrete roof tiles, slate, cedar shakes, cedar shingles or charcoal/black composition roofing, of which the following are the only approved composition products. Certainteed "Presidential Shake" (50 year warranty), or "Presidential Shake TL" (lifetime warranty), unless written approval for use of other materials is granted by the Committee prior to commencement of construction. No pitch shall be less than 4/12 pitch

Existing 5.2.9 shall be deleted and replaced with **5.2.9 CONTRACTOR** All homes in Diamond Ridge Estates must be constructed by a licensed general contractor under the statutes of the State of Washington. If Owner is a builder, owner shall warrant that he is in the business of construction of single-family homes for commercial purposes and that he is a registered contractor in the State of Washington. If Owner is an "individual", owner shall warrant that he will be utilizing the services of a registered contractor in the State of Washington for the construction of a single-family residence on subject lot

Amended this 19 day of February 2002

DECLARANT Soos Creek, Inc

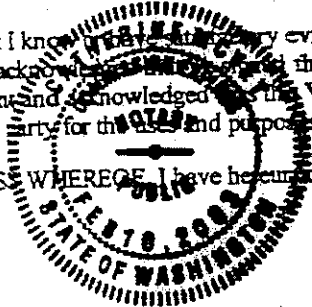
By Cecil Y. Chen
Cecil Y. Chen, Vice President, Soos Creek, Inc

STATE OF WASHINGTON)

County of King)

I certify that I know the person whose name appears in this instrument, on oath stating that he was authorized to execute the instrument and acknowledged to me as the Vice President of Soos Creek, Inc, to be the free and voluntary act of such party for the use and purposes mentioned in the instrument

IN WITNESS WHEREOF, I have hereunto set my hand and official seal



Catherine McVey
Catherine McVey - NOTARY PUBLIC in and for the
State of Washington, residing in Bellevue, WA
My Commission Expires 2-10-03

2002 041 6001539

WHEN RECORDED RETURN TO:
CECIL CHEN
13417 SE 330TH PLACE
AUBURN, WA 98092



20040623001695

CHICAGO TITLE AMND 20.00
PAGE 01 OF 002
06/23/2004 14:19
KING COUNTY, WA



CHICAGO TITLE INSURANCE COMPANY

DOCUMENT TITLE(s)

1 AMENDMENT TO COVENANTS, CONDITIONS
2
3
4

Order Number: FEDWAY

*CTI W004-0013-4
2 PAGES DRP*

REFERENCE NUMBER(s) OF DOCUMENT ASSIGNED OR RELEASED:

Additional reference numbers on page _____ of document

GRANTOR(s): 20001109000392 + 20020416001599

1 SOOS CREEK INC.
2
3

Additional names on page 4 of document

GRANTEE(s):

1 THE PUBLIC
2
3

Additional names on page _____ of document

ABBREVIATED LEGAL DESCRIPTION:

Lot-Unit:	Block:	Volume:	Page: 52
Section:	Township:	Range:	Portion:

Plat Name: DIAMOND RIDGE ESTATES

Complete legal description is on page _____ of document

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(s):

Additional Tax Accounts are on page _____ of document

Note: This cover sheet is prepared to conform to the requirements of Chapter 143, Laws of 1996. Nothing on this sheet alters the names, legal description or other information in the attached document. The only purpose of this cover sheet is to assist the auditor in indexing the document in conformance with statute.

The Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

AFTER RECORDING, PLEASE RETURN TO:

Cecil Chen – Soos Creek, Inc.
13417 SE 330th Place
Auburn, WA 98092

**AMENDMENT TO COVENANTS, CONDITIONS,
RESTRICTIONS & EASEMENTS FOR DIAMOND RIDGE ESTATES**

Soos Creek, Inc., as Declarant, and Architectural Control Committee of the subdivision of Diamond Ridge Estates ("Declarant") amends the existing CC&R's (Recording #20001109000392) as recorded on November 9, 2000, and Amendment (Recording #20020416001599) as recorded on April 16, 2002, as follows:

Existing 3.4 shall be deleted and replace with: General assessment shall be paid in full not later than thirty (30) days from the date of the assessment. Property owners may elect to pay on a quarterly basis with an additional \$15 administration fee to accompany each quarterly payment.

The first sentence of existing 3.9 shall be deleted and replace with: If any assessment payment is not made in full within thirty (30) days after it was first due and payable, a ten percent (10%) penalty shall be added, and the unpaid amounts shall constitute a lien against the Lot assessed and shall bear interest from such due date at an annual rate of ten percent (10%).

April 16, 2002 Amendment paragraph modifying original 5.2.2 shall be deleted: This will restore the original language used in the last two sentences of paragraph 5.2.2 to: All visible masonry shall be native stone, brick or stucco. Shake shingles, tile or slate are the preferred roofing material for Diamond Ridge Estates. Any other roofing materials as well as the types and colors of exterior paint and stain must be submitted to the Committee for approval.

April 16, 2002 Amendment paragraph modifying original 5.2.6 shall be deleted: This will restore the original language used in paragraph 5.2.6 to: **Roofs.** Roofs on all buildings must be finished with concrete roof tiles, slate, cedar shakes, or cedar shingles, unless written approval for use of other materials is granted by the Committee prior to construction. No pitch shall be less than 4/12 pitch.

April 16, 2002 Amendment paragraph modifying original 5.2.9 shall have the following added to end of paragraph: Prior to breaking ground a \$2,000 construction deposit shall be collected from contractor and maintained by the association. This deposit money shall be used at the association's discretion for clean-up or damage repairs as necessary. Unused deposit money shall be returned upon certification of occupancy. The Committee may waive this deposit (at their discretion) for contractors with a positive track record in the development.

Add new paragraph 5.2.10: Ditches. Existing ditches along street shall remain open (except for driveways) and shall be covered with a weed blocking fabric. 4" to 6" rock shall then be placed over fabric and shall extend from the edge of the pavement (on street side) up the other side of the ditch to a distance at least equal to the street side.

Amended this 17th day of June, 2004.

DECLARANT: Soos Creek, Inc.

By: Cecil Y. Chen
Cecil Y. Chen, Vice President, Soos Creek, Inc.

Diamond Ridge Estates/Washington National Golf Club

Golf Course Buffer Zone Policy

Overview: Washington National Golf Club (WNGC) and Diamond Ridge Estates (DRE) constitute a premiere golf and residential development. It is in both parties interest to maintain and foster a cooperative spirit in maintaining the future value and status of both developments.

Background: Next time you view one of the holes on the course, please look down the length of the fairway and ask yourself why does this course look like the premiere course that it is (hole #12 is a great example)? Well, one of the designs of the development that make it so aesthetically pleasing is the buffer areas that line the course. They act to "frame" the length of the hole and are a part of the attractiveness. Now, can you imagine your favorite picture or painting with a frame that is missing entire sections and does not completely surround your picture?

This is exactly what is happening in a few isolated incidents where lot owners/builders have allowed excavators to clear the golf course buffer area beyond their property line. This is not a good way to start a relationship with the course and the rest of your neighbors. Our Covenants, Conditions, and Restriction clearly spell out our responsibility to stay out of these buffer areas. Those who have violated these provisions are going to be required to return the damaged portion of the "picture frame" to its natural condition. Each person is responsible for knowing and following the provisions of the CC&R's.

Another function of the buffer zones is to provide a safety area that protects both property and people. It is simply not safe to enter these areas while golfers are present. Additionally, certain lots are required to plant trees to help screen golf balls and to again maintain the "frame." These are lots 45 -58 and 90-91. These provisions will be enforced. To help ensure that future violations do not transpire, everyone should be aware that prior to clearing or excavating, your plans must be reviewed and approved. If your initial approval did not contain a landscape plan, it too must be reviewed and approved. We have developed an approval form and procedure that will take minimal time and effort. Good communication is the key.

Now, that's one side of the coin. The other is that some of these buffer zones are beginning to look a little too "natural" in between a nicely finished yard and a highly manicured, premiere golfscape. Some areas contain a great deal of scotch broom, sticker bushes, and saplings that are quite unsightly and unnecessarily obscure property owner's view of the course. The crux of buffer zone management, then, is to balance the "picture frame's" natural look with the requirements of the course, home owners, and CC&R's.

Policy: Discussions between the DRE Architectural Committee and WNGC management have resulted in the formulation of the following policy that, if followed, will allow homeowners to maintain the buffer area adjacent to their lots in a natural "park like" setting.

Under NO circumstances shall a homeowner, builder, or excavator:

1. Excavate, grade, or completely clear any area of any buffer zone (do not go outside your property lines).
2. Cut down or remove any trees without written approval in the buffer zone.
3. Remove vegetation not expressly authorized below.
4. Enter or allow anyone to enter the buffer area while golfers are present on that hole. (Maintenance allowed below should be accomplished during off peak times. Consideration of golfers must be considered and no one should be in the buffer area while golfers are hitting.)
5. Apply herbicide or pesticide without permission.

Lot owners MAY accomplish the following:

1. Manually remove small amounts of Scotch Broom, Sticker bushes, Thistles, and Nettles.
2. Limb trees to create a park like atmosphere up to a maximum height of 25', or 1/2 the trees' height, whichever is lower.

Lot owners MAY accomplish the following WITH WRITTEN PERMISSION from both the ACC and WNGC:

1. Thin very small trees and saplings. You must first place a ribbon around each trunk you desire to remove, then apply and wait for permission from the ACC and WNGC PRIOR to removal.

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5.2.1.1 To promote safety at the Golf Course perimeter, additional lot line setbacks shall be required above the King County minimums for Lots 21 and 22, which shall be subject to a 20 foot setback from the property boundary adjacent to the Golf Course.

5.2.1.2 Lots 13, 14, 41, 44, 45, 87 and 88 shall have a 5-foot building setback from the stormwater easement.

5.2.1.3 Lots 14, 15, 16, 18, 19 and 20 shall have a 20-foot setback from the stormwater tract SD-A.

5.2.1.4 Lots 14, 15, 16, 18, 19, 20, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88 and 89 shall locate their residential on-site septic sewer system primary and secondary drain fields a minimum of 100 feet, or the distance of the then current King County Health Department regulations, from the high water elevation of adjacent storm drainage ponds or water bodies.

5.2.1.5 Lots 34, 36, 37, 71, 72 and 73 shall have a 15-foot setback from sensitive area tracts.

5.2.1.6 All other lots shall be subject to the current King County Code standards.

5.2.2 **Building Materials.** Each home constructed on a Lot shall be built of new materials except, with approval of the Architectural Control Committee, decorative items such as used brick, weathered planking, and similar items. All visible masonry shall be native stone, brick or stucco. Shake shingles, tile or slate are the preferred roofing material for Diamond Ridge Estates. Any other roofing materials as well as the types and colors of exterior paint and stain must be submitted to the Committee for approval.

5.2.3 **Landscaping.** Yards shall be fully landscaped within nine (9) months after the date construction of the home commences unless extended by the Committee. No trees outside the building footprint which are greater than twelve (12) inches in diameter when measured one foot above ground shall be cut without the approval of the Committee. The owners of Lots 45-58 and Lots 90-91 shall plant and maintain desirable trees in their rear yards facing the Golf Course in a clustered or staggered fashion, where needed, at approximately 10-foot intervals in order to provide aesthetic visual screening and for safety purposes. See Article 7, **Residential Landscape and Water Use** for further landscape restrictions.

5.2.4 **Fencing.** No fence shall be over six (6) feet in height. In general, fences will not be allowed except along side yards or to enclose backyard areas for pools, pets, children and the like provided the Lot does not front any portion of the Golf Course. Fences shall not be allowed on any portion of a Lot fronting the Golf Course without prior written approval from the Committee. Under no circumstances shall any fence be permitted to run along any portion of a rear yard of a Lot fronting the Golf Course. No barbed wire, welded wire or corrugated fiberglass



WASHINGTON NATIONAL

14330 SE HUSKY WAY
AUBURN, WA 98092
PHONE: 253.333.5000
FAX: 253.333.2222

February 27, 2004

Dear Builders and Homeowners:

We continue to see an ongoing neglect of property lines, whereby lot excavators are clearing the lots beyond the homesite property lines and removing all the native buffer between their lot and the golf course.

As outlined in the CC&R's, such actions are disruptive and a clear breach of what is defined in the afformentioned restrictions.

Detailed in (Article 5. Use Covenants, Conditions, and Restrictions) it states:

Section 5.2 – Approval of Building or Clearing Plans Required.

...nor shall a Lot be cleared or excavated for use, nor shall any tree of twelve (12) inches or more in diameter on any Lot, measured one foot above ground level, be cut, until the written plans and specifications showing the nature, kind, shape height, materials, colors, and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee.

Section 5.2.1 – Building Setbacks

No ...grading... shall be permitted beyond the Building Setback Lines, or within any common area or drainage easements or tract as shown on the face of the final plat unless otherwise approved by the Committee and applicable public authorities. ...nor shall clearing or removal of trees or vegetation be permitted therein, unless trees or vegetation represent a threat to life or property due to the decay or other natural causes, and unless otherwise approved by the Committee.

The golf course has identified some plant materials that can be substituted for some view obstructing brush within the buffer such as sticker bushes. If such a substitution is desired a document must be signed – which outlines the options and procedures to do so. Cecil Chen has this document.

IMPORTANT: Please review attached Sections outlining "Lot specific" covenants, consitions and restrictions. (5.2.1.1 – 5.2.4)

If you have any questions or need clarification on any one of the items outlined in this document or within the greater portion of the CC&R's, please contact Cecil Chen, of the Architectual Review Committee.

Sincerely,

Ryan Whitney
General Manager
Washington National Golf Club

2. Apply limited applications of Roundup (only) under the direction of the ACC and WNGC.
3. Clear or have cleared areas of very dense Scotch Broom or Sticker bushes. A plan must be submitted and approved to restore the area after removal.


Any restoration should have as its goal the *continuity* of the "frame" in a natural park like setting that blends into adjacent buffer areas. The following plant materials may be considered to revegetate the affected area:

1. Salal.
2. Oregon grape.
3. Fern (in and around trees).
4. Dogwood.
5. Rhododendrons/Azaleas.
6. Douglas fir.
7. Vine maple.
8. Other as approved.


It is acknowledged that access to the buffer areas is a privilege that may be used only as outlined above and may be revoked. It is also acknowledged that responsible maintenance of golf course buffer zone property by individual lot owners is a non-precedence setting act not relinquishing WNGC of their land management responsibility. This is considered "permissive" under CC&R's paragraph "5.16.1 No Adverse Possession" rules.

Please direct all applications, questions, and inquires to the ACC.

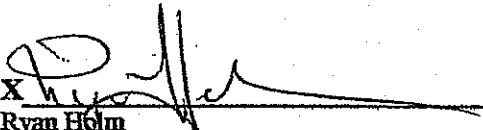
Signed and agreed this 29th day of April, 2004.

X 

Cecil Chen
DRE Homeowners Association President/ACC Member
13417 SE 330th Pl, Auburn, WA 98092 (253)735-9648

X 

Nathan Martin
ACC Member

X 

Ryan Holm
ACC Member

X 

Ryan Whitney
General Manager
Washington National Golf Club



WASHINGTON NATIONAL

14330 SE HUSKY WAY
AUBURN, WA 98092
PHONE: 253.333.5000
FAX: 253.333.2222

2005 RESTRUCTURING PROPOSAL FOR MANAGEMENT AND MAINTENANCE OF HUSKY WAY

Diamond Ridge Estates Homeowner Association will...

- Maintain both sides of Husky Way up to and under the fence line, including the two sides at front entry area and entry sign previously maintained by WN staff.
- Handle storm debris cleanup on Husky Way

Washington National will...

- Maintain the area between the road and parking lot of the golf course.
- Maintain the center grass islands, which includes the following: Mowing, Edging, Fertilizing, Pesticide applications and Water Management

(Any replacement costs for island trees and irrigation hardware and repairs will be shared)

Summary

There will be no exchange of money – thus eliminating any future confusion regarding cost for services rendered. The HOA would save all monies previously paid to WN.

This agreement will be valid through December 31, 2005. Both parties will revisit the agreement annually for review and signature.

Representative of DRE HOA

Date

Representative of Washington National

Date

r.whitney@heritagegolfgroup.com