

Viewpointe at Redondo

CC & Rs

(Covenants, Conditions & Restrictions)

AFTER RECORDING RETURN TO:

SCHNEIDER HOMES, INC.
6510 Southcenter Blvd.
Tukwila, WA 98188

W4085-2
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AMENDMENT TO THE
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS
& RESTRICTIONS

BY THE DIVISION OF
RECORDS & ELECTIONS
KING COUNTY

VIEW POINT AT REDONDO

THIS AMENDMENT TO THE DECLARATION running with the land, made this 30th day of May, 1991, by SCHNEIDER HOMES, INC., a Washington corporation, ("Declarant"),

W I T N E S S E T H:

WHEREAS, Declarant is the owner in fee of certain real property (the "Real Property") described as View Point at Redondo, consisting of Lots 1 through 12; 15 through 18; 20 through 31; Lots 33, 34, 36, 37 and 40 through 43 (the "Lots") as Recorded in Volume 146 of Plats, page 63 - 66 inclusive, records of King County, Washington; and under King County Filing number 8907250726 and hereby covenants, agrees and declares that all of said Properties and Housing Units constructed thereon are and will be held, sold and conveyed subject to the following covenants, conditions, restrictions, easements and reservations, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said Properties for the benefit of all said Properties and the owners thereof and their heirs, successors and assigns. These covenants, conditions, restrictions, easements and reservation shall run with the said Properties and shall be binding on all parties having or acquiring any right, title or interest in the properties or any part thereof, and shall inure to the benefit of each owner thereof. Acceptance of an interest in a Lot shall be deemed acceptance of the terms and provisions of this Declaration.

TO WIT:



Attn: Homeowners

Following this cover letter is a copy of the Declaration of Protective Covenants for the View Pointe at Redondo. Please read through it, because there is information pertaining to the procedure in which allowable improvements may be done. Please contact the Architectural Control Committee of the View Pointe at Redondo Home Owners Association for their approval prior to any such improvements on the lot.

View Pointe at Redondo Home Owners Association
Architectural Control Committee
C/O Schneider Homes, Inc.
6510 Southcenter Blvd.
Tukwila, Wa. 98188

Thank You,

Schneider Homes, Inc.

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BY THE DIVISION OF
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KING COUNTY

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VIEW POINTE AT REDONDO

DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS & RESTRICTIONS

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DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS & RESTRICTIONS
VIEW POINT AT REDONDO

THIS INDENTURE AND DECLARATION running with the land, made this 2th day of MARCH, 1990, by SCHNEIDER HOMES, INC., a Washington corporation, ("Declarant"),

W I T N E S S E T H :

WHEREAS, Declarant is the owner in fee of certain real property (the "Real Property") described as View Point at Redondo, consisting of Lots 1 through 43 (the "Lots"), as recorded in Volume 146 of Plats, page 63 ~~66~~ inclusive, records of King County, Washington; and under King County Filing number 8907250726 and hereby covenants, agrees and declares that all of said Properties and Housing Units constructed thereon are and will be held, sold and conveyed subject to the following covenants, conditions, restrictions, easements and reservations, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said Properties for the benefit of all said Properties and the owners thereof and their heirs, successors and assigns. These covenants, conditions, restrictions, easements and reservation shall run with the said Properties and shall be binding on all parties having or acquiring any right, title or interest in the Properties or any part thereof, and shall inure to the benefit of each owner thereof. Acceptance of an interest in a Lot shall be deemed acceptance of the terms and provisions of this Declaration.

The Developer is also the owner or may become the owner of certain real property which is adjacent to View Point at Redondo. Said adjacent real property, or a portion thereof, may be subjected to the terms and provisions of this Declaration of Protective Covenants, Conditions and Restrictions at the option of the Developer as hereinafter provided.

NOW, THEREFORE, Declarant hereby declares as follows:

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ARTICLE ONE

Definitions:

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

1. "Association" shall mean View Point at Redondo Homeowner's Association, a Washington nonprofit corporation, its successors and assigns.
2. "Common Areas" shall mean those portions of the "Properties" owned or to be owned by the Association for the common use and enjoyment of Association Members.
3. "Declaration" shall mean this Declaration of Protective Covenants, Conditions and Restrictions.
4. "Developer" shall mean Schneider Homes, Inc., or a person or entity to which they assign their rights as Developer.
5. "Housing Unit" shall mean the buildings occupying a Lot.
6. "Lot" shall initially mean those Lots shown on the plat of View Point at Redondo. At such time as additional adjacent real property may be subjected to the Declaration, "Lot" shall include those lots shown on and included in the plat of said additional property.
7. "Member" shall mean every person or entity that holds a membership in the Association.
8. "Owner" shall mean the record owner of a Lot, whether one or more persons or entities, but excluding those having such interest merely as security. A real estate contract purchaser shall be deemed the Owner.
9. "Properties" shall initially mean the Real Property in the plat.
10. "Institutional First Mortgagee" shall mean a bank or savings and loan association or established mortgage company, or other entity chartered under federal or state laws, any corporation or insurance company or state or federal agency which holds a first mortgage or deed of trust against a lot or housing unit thereon.

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ARTICLE TWO

Management of Common Areas
and Enforcement of Protective Covenants, Conditions and Restrictions:

SECTION ONE: The community areas by this instrument are dedicated to the Association as the owner thereof. However, during the development period, the Association and the community area shall, for all purposes, be under the management and administration of the developer.

- a. The development period shall be that period of time from the date of recording of this Declaration until 120 days after the date upon which 75% of the lots have been sold by the developer or any shorter period, as determined by the developer, but no longer than a period ending five (5) years from the recording of this Declaration.

SECTION TWO: Developer may, at its option and at such time as Developer deems appropriate, select a temporary board of three (3) to five persons who own, or are purchasers of lots. This temporary board shall have the full authority and all rights, responsibilities, privileges, and duties to manage the Association under this Declaration and By-laws, and shall be subject to all provisions of the Declaration and By-Laws; provided; that after selecting any such temporary board, the Developer in the exercise of its' sole discretion, may at any time terminate such temporary board and resume its' management authority or select a new temporary board.

SECTION THREE: These requirements and covenants are made in order to ensure that the properties and the Association will be adequately administered in the initial phases of development, and to ensure an orderly transition of association operations.

SECTION FOUR: At the expiration of Developer's management authority during the development period, the Association shall have the sole authority and obligation to manage and minister the common areas and to enforce these covenants, conditions and restrictions. Such authority shall include all authority provided for in the Association's Articles, By-Laws, rules, and regulations, as initially adopted, or as the same may hereafter be amended, and all the authority granted to the Association by this Declaration, either directly or by necessary implication.

ARTICLE THREE

Membership:

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

ARTICLE FOUR

Voting Rights:

Members shall be entitled to one vote for each Lot owned. When more than one person or entity owns an interest in any Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. The voting rights of any Member may be suspended as provided in the Declaration, or the Articles or Bylaws of the Association.

ARTICLE FIVE

Property Rights in Common Areas:

Every Member shall have a right, easement of enjoyment in and to, and an easement for ingress and egress over and upon the Common Areas owned by the Association, which rights and easements shall be appurtenant to and shall pass with the title to every Lot, subject to the following restrictions:

(a) The right of the Association to limit the number of guests of Members, and to adopt rules and regulations;

(b) The right of the Association to exclusive use and management of said Common Areas for utilities such as pipes, wires, conduits, and other utility equipment, supplies and material;

(c) The right reserved to the Developer in the Declaration;

(d) The other restrictions, limitations and reservations contained or provided for in the Declaration and the Articles and Bylaws of the Association.

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ARTICLE SIX

Maintenance and Common Expenses:

SECTION ONE: The Association shall maintain the Common Areas owned by it.

SECTION TWO: Each Lot Owner hereby covenants and agrees to maintain his respective Lot and the Housing Unit located thereon in the same condition as a reasonably prudent homeowner would maintain his own home so that the entire Properties will reflect a high pride of ownership. If any Lot Owner shall fail to maintain his Lot or the Housing Unit located thereon in the same condition as a reasonably prudent homeowner, the Association shall have the right to notify said Lot Owner in writing of the maintenance required. If said maintenance shall not be performed within thirty (30) days of the date said notice is delivered to the non-performing Lot Owner, the Association shall have the right to provide such maintenance, and to levy an assessment against the non-performing Lot Owner and his Lot for the cost of providing said maintenance. Said assessment shall constitute a lien against the Lot owned by the non-performing Lot Owner and may be collected in the same manner as any other monthly or special assessment and, if not paid within thirty (30) days after said assessment is levied, the Association shall have all remedies for collection as provided in Article Eight of the Declaration.

SECTION THREE: Certain expenses shall be paid by the Association for the benefit of all Lot Owners and shall be referred to as Common Expenses. The Common Expenses shall be paid by the Association from funds collected from assessments paid by Lot Owners as hereinafter provided. The Common Expenses shall include, but shall not be limited to, the following:

- (a) The expense of maintaining the Common Areas;
- (b) The real property taxes upon the Common Areas;
- (c) The cost of maintaining all required insurance coverage on the Common Areas;
- (d) The cost of any repairs or replacement of the Common Areas;
- (e) Utility charges attributable to the Common Areas owned by the Association;
- (f) The cost of maintaining entrance improvements, including, but not limited to, signs, lights, fences, walls, plantings and landscaping;
- (g) The cost of maintaining the landscaped entry; and
- (h) Any other expense which shall be designated as a Common Expense in the Declaration or from time to time by the Association.

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SECTION FOUR: Water service and street lighting service shall be furnished by Federal Way Water & Sewer, or its successors and assigns, to all lots covered by this Declaration. All such lots shall benefit from street lighting service, directly or indirectly, and each Lot Owner shall be required to pay street lighting monthly service charges. Unpaid charges for street lighting and for water service shall be a lien upon any lot or lots for which such charges remain unpaid for a period of fifteen (15) days from the date billed, provided notice of intent to file a lien shall be given to the Lot Owner at least ten (10) days prior to the filing of such lien with the King County Records and Elections Office.

ARTICLE SEVEN

Assessments:

SECTION ONE: Each Lot shall be subject to monthly assessments or charges and certain special assessments in an amount to be determined by the Association.

SECTION TWO: The Board of Directors of the Association shall determine the amount of monthly assessment necessary to pay Common Expenses. The amount of monthly assessment may be increased or decreased periodically as may be necessary from time to time to provide properly for payment of the Common Expenses. The amount of such monthly assessments shall be equal for all Lots subject to said monthly and special assessments; except that the monthly assessment for Lots owned by Developer which do not have a completed residence thereon shall not exceed Five Dollars (\$5.00) per month. The Association shall create and maintain from regular monthly assessments a reserve fund for replacement of those common areas which can reasonably be expected to require maintenance or replacement.

SECTION THREE: The Association shall, upon written demand, furnish a certificate in writing setting forth whether the assessment on a specified Lot has been paid. A reasonable charge may be made for the issuance of the certificate.

SECTION FOUR: In addition to the monthly assessments authorized above, the Association, by and through its Board of Directors, may levy, in any year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of facilities in the Common Areas, including the necessary fixtures and personal property related thereto; provided, however, Lots owned by the Developer which do not have a completed residence shall not be subject to special assessments and the Developer shall not be obligated to pay any special assessments.

SECTION FIVE: At such time as additional Lots are subject to assessment by virtue of having been subjected to these Protective Covenants, Conditions and Restrictions, the monthly assessment for all Lots subject to assessment shall be reduced so as to reflect a proportional reduction based on the increased total Lots obligated to contribute to the Association budget.

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SECTION SIX: The Developer shall collect a nonrefundable amount equal to two (2) months' assessments at the time of the first conveyance of each Lot to establish sufficient initial working capital fund. Each Lot's share of the working capital fund must be collected and transferred to the Association at the time of closing of the sale of each Lot, and maintained in a segregated account for the use and benefit of the Association. The Declarant shall pay to the Association, for the working capital fund, each unsold Lot's share of the working capital fund, within sixty (60) days of the date of conveyance of the first Lot in the project. The purpose of the fund is to ensure that the Association will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Association. Amounts paid into the fund are not advance payments of regular assessments. The Developer shall reimburse itself for its contribution to the working capital fund as each unsold Lot is sold.

ARTICLE EIGHT

Collection of Assessments, Enforcement of Declaration,
Attorney's Fees and Costs-

SECTION ONE: All assessments, together with interest thereon and cost of collection thereof, as herein provided, shall be a charge on the land and will be a continuing lien upon the Lot against which each such assessment is made. Said lien shall have all the incidents of a mortgage on real property. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment fell due.

SECTION TWO: If any assessment is not paid within thirty (30) days after its due date, the assessment shall bear interest from said date at the rate of eighteen (18%) per cent per annum. Each Member hereby expressly vests in the Association, or its agents, the right and power to bring all actions against each Member personally for the collection of such assessments as a debt and to enforce lien rights of the Association by all methods for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in like manner as a mortgage of real property, and such Member hereby expressly grants to the Association the power of sale in connection with such liens. The liens provided for in this section shall be in favor of the Association, and shall be for the benefit of the Association. The Association shall have the power to bid in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. In the event the Association employs an attorney to enforce said liens, or the collection of any amounts due, or to enforce compliance with or specific performance of the Articles or Bylaws of the Association, rules or regulations adopted by the Association, or the provisions of the Declaration, the prevailing party in said action shall be entitled to the award of reasonable attorney's fees and costs incurred.

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

ARTICLE NINE

Building, Use and Architectural Restrictions

SECTION ONE: The Developer hereby reserves for itself, its successors and assigns, the right to exercise any and all powers and controls herein given to the Board of Directors or its authorized representative in this Article of the Declaration. Said reserved right shall automatically terminate when the Developer no longer owns any Lot, or at such earlier time as said reserved right is relinquished to the Board of Directors of the Association. Each Lot shall be subject to this reserved right and the Developer and each Owner shall take subject thereto.

SECTION TWO Except as to construction, alteration, or improvements performed by the Developer, no construction activity of any type may begin on a Lot until the building plans, specifications and plot plan showing the nature, kind, shape, height, materials, exterior color and location of such building, structure or other improvement including landscape design and plan, have been submitted and approved in writing by the Board of Directors of the Association or its authorized representative. The minimum finished square footage of any house shall not be less than 2,500 square feet. Further, no hedges, fences or walls shall be erected or altered and no exterior changes of any kind shall be made to any building including, but not limited to, exterior color changes, additions or alterations until such written approval shall have been obtained from the Board of Directors or its authorized representative.

The Initial and second review fee is \$150.00, with additional reviews at \$100.00 each. The fee is to be paid at submittal of the review.

A maximum height restriction of 20 feet above the curb will be on the following lots: 2, 28, 29, 30, 31, 32 & 41 so as to limit the impact on the view from another lot or lots,

If the Board of Directors, or its authorized representative, shall fail to notify the Owner of its action for a period of thirty (30) days following the date of the submission of the required items to the Board of Directors, or its authorized representative, the Owner may proceed with the proposed work notwithstanding the lack of written approval by the Board of Directors or its authorized representative.

SECTION THREE: No trailer, recreational vehicle, basement, tent, shack, garage, barn or other outbuilding or buildings or any structure of a temporary character erected or placed on the Properties shall at any time be used as living quarters except as hereinafter specifically authorized.

SECTION FOUR: No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to other Lot Owners.

SECTION FIVE: No animal, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except cats, dogs, birds or fish may be kept if they are not kept, bred or maintained for any commercial purpose, and they shall not be kept in numbers or under conditions reasonably objectionable in a closely built-up residential community. Animals shall not be allowed to roam loose outside the limits of any Lot on which they are kept.

SECTION SIX: No sign of any kind shall be displayed to public view on any Lot, except upon written approval of the Board of Directors, its authorized representative, or Developer as herein provided.

SECTION SEVEN: The exterior of any building, structure or other improvement, including front yard landscaping, shall be completed within nine (9) months from the commencement of construction so as to present a finished appearance when viewed from any angle, and all construction materials and debris shall be removed.

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

SECTION NINE: No radio or television antenna or transmitting tower shall be erected.

SECTION TEN: Except as hereinafter expressly provided, the Common Areas and/or streets located on the Properties shall not be used for the overnight parking of any vehicle other than private family automobiles; and no boat, boat trailer, house trailer, camper, truck or other recreational vehicle or similar object, or any part thereof, shall be stored or permitted to remain on any Lot, or the Common Areas, or on any part of the Properties, unless the same is stored or placed in a garage.

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Notwithstanding the foregoing, Lot Owners who have guests visiting them intending to stay in a camper, trailer, or other form of recreational vehicle, may secure written permission from the Board of Directors or its authorized representative, for said guests to park said vehicle upon the Lot owned by said Lot Owner or the public street adjacent to said Lot for a period of up to two weeks. Said privilege shall only exist, however, after the written permission has been obtained from the Board of Directors or its authorized representative.

The Board of Directors or its authorized representative shall give written notice of a violation to the Lot Owner or occupant and said Lot Owner or occupant shall have ten (10) days from the date of receipt of said written notice to take whatever actions are necessary to remedy said violation. If said Lot Owner shall not comply within said ten-day period, the Board of Directors or its authorized representative is hereby granted the right to remove at the expense of the owner thereof, any boats, trailer, campers, trucks, recreational vehicles or similar items which are parked or stored in violation of the terms and provisions thereof. Said Lot Owners hereby grant to the Association an express easement for the purpose of going upon the Lots of said Lot Owners or public streets for the purpose of removing said boats, trailers, campers, trucks, recreational vehicles, or similar items which are parked or stored in violation of the terms and provisions hereof.

SECTION ELEVEN: In addition to other rights reserved to the Developer or its successors or assigns in the Declaration, the Developer hereby reserves for itself, its successors or assigns so long as it owns any Lot, the right to maintain upon the Properties such signs as in the sole opinion of the Developer are required, convenient or incidental to the sale of Lots.

ARTICLE TEN

Easements:

SECTION ONE: There is no easement of view, light, or air expressed or implied from the terms and provisions of this Declaration over, upon or across any portion of the Properties.

SECTION TWO: Each Lot is, and the Common Areas are, subject to an easement for encroachments created by construction settlement and overhangs as designed or constructed by the Developer, and to a valid easement for said encroachments and for maintenance of the same as long as the encroachments remain.

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ARTICLE ELEVEN

Mortgage Protection:

SECTION ONE: As used in this Article Eleven, references to mortgage or mortgages shall be deemed to include deeds of trust.

SECTION TWO: Notwithstanding and prevailing over any other provisions of this Declaration, the Association's Articles of Incorporation or Bylaws, or any rules, regulations or management agreements, the following provisions shall apply to and benefit each institutional First Mortgagee given for the purpose of obtaining funds for the construction or purchase of a Housing Unit on any Lot or the improvement of any Lot.

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

SECTION FOUR: During the pendency of any proceeding to foreclose said mortgage, the Institutional First Mortgagee or the receiver, if any, may exercise any of all of the rights and privileges of the Owner of the mortgaged Lot, including but not limited to the right to vote as a Member of the Association to the exclusion of the Owner's exercise of such rights and privileges.

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

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

SECTION SEVEN: The liens for assessments provided for in this instrument shall be subordinate to the lien of any mortgage, deed of trust, or other security interest placed upon a Lot or housing unit as a construction loan security interest or as a purchase price security interest, and the Association will, upon demand, execute a written subordination document to confirm the particular superior security interest.

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SECTION EIGHT: Any Institutional First Mortgagee shall have the right on request therefor to: (a) inspect the books and records of the Association during normal business hours; (b) receive an annual audited financial statement of the Association within ninety (90) days following the end of any fiscal year; and (c) receive written notice of all meetings of the Association and designate a representative to attend all such meetings.

SECTION NINE: The Association shall not, without prior written approval of sixty-seven percent (67%) of Institutional First Mortgagees, seek to abandon or terminate the project for reasons other than substantial destruction or condemnation of the property.

SECTION TEN: Institutional First Mortgagees shall be entitled to timely written notice of: (a) substantial damage or destruction of any housing unit or any part of the Common Areas or facilities; (b) any condemnation or eminent domain proceedings involving any housing units or any portion of Common Areas or facilities; (c) any default by an Owner under this Declaration or the Articles, By-Laws or rules and regulations of the Association which is not cured within thirty (30) days; (d) any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any housing unit on which it holds the mortgage; (e) ten (10) days' prior written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and (f) any proposed action that requires the consent of a specified percentage of Institutional First Mortgagees.

ARTICLE TWELVE

Management Contracts:

Each Member hereby agrees that the Association may enter into such agreements for the performance of any or all of the functions of the Association with such persons or entities as the Association shall deem fit and proper in its judgment and discretion; provided, however, any agreement for professional management of the Properties, or any other contract providing for services by the Developer must provide for termination by either party without cause or payment of a termination fee on ninety (90) days, or less, written notice and the maximum contract term shall be three (3) years.

ARTICLE THIRTEEN

Insurance and Condemnation:

SECTION ONE: The Association shall purchase as a Common Area Expense and shall have authority to and shall obtain insurance for the Common Areas against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement in the event of damage or destruction. It shall also obtain a comprehensive public liability policy covering the Common Areas. Said comprehensive public liability coverage shall be in an amount to be determined by the Association, but shall not be less than \$1,000,000 concerning all claims for personal injury and/or property damage arising out of a single occurrence.

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

SECTION TWO: In addition to the aforementioned insurance carried by the Association, every Owner, at his own expense, shall insure his own Housing Unit against loss or damage by fire or other hazards in an amount equal to the full replacement value thereof, during any construction period and thereafter.

SECTION THREE: The Association shall obtain fidelity bonds which shall afford coverage to protect against dishonest acts on the part of officers, directors, managers, volunteers, trustees, and employees of the Association or the managing agent and all other persons who handle or are responsible for handling funds of the Association and be in an amount equal to three (3) months' assessments on all Lots, including reserve funds. All such fidelity bonds shall name the Association as an Obligea, contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression, and provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days' prior written notice to any and all insureds named therein, including Owners and Institutional First Mortgagees.

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

In the event of damage or destruction by fire or other casualty to any Housing Unit, the Owner thereof shall, upon receipt of the insurance proceeds, contract to repair or rebuild such damaged or destroyed portions in a good workmanlike manner in conformance with the original plans and specifications of said Housing Unit. The plans and specifications for said damaged or destroyed Housing Unit may be reconstructed in accordance with said modified plans and specifications if the Owner of said damaged or destroyed Housing Unit secures the approval of the Association or the Developer, as the case may be, as provided in the Declaration. In the event such Owner refuses or fails to commence such repair or rebuilding within thirty (30) days after such damage or destruction, unless such period is otherwise extended by the Association, the Association is hereby authorized by such Owner, if the Association so desires, to repair, rebuild or clear and clean up any such Housing Unit. Any rebuilding shall be done in a good and workmanlike manner in conformance with the original plans and specifications. The Owner shall then repay for the Association the amount actually expended for such repairs and reconstruction, and the Housing Unit shall be specially assessed in such amount pursuant to Article Nine herein. The Association shall have a lien against the Housing Unit for such amount and the rights provided in the Declaration for the enforcement of said lien and assessment.

SECTION FIVE:

5.1 Consequence of Condemnation; Notices:

If at any time or times during the continuance of the Housing Unit ownership pursuant to this Declaration, all or any part of the Property shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in advance thereof, the provisions of this Section Five shall apply, and notice of the proceeding or proposed acquisition shall promptly be given to each Owner and to each Institutional First Mortgagee.

5.2 Proceeds: All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "condemnation award" shall be payable to the Association. The condemnation award shall be apportioned among the Owners as directed by the Association who shall fairly and promptly allocate and distribute such condemnation award. If the entire property is condemned or taken, ownership in the Common Areas shall terminate. The condemnation award shall then be distributed among the Owners in like proportions.

ARTICLE FOURTEEN

Rules and Regulations:

The Association and/or its Board of Directors is hereby authorized and empowered to adopt rules and regulations governing the use of the Properties and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof. All Lot Owners shall be given written notice of said rules and regulations and said rules and regulations shall be posted in a conspicuous place in the Common Areas.

ARTICLE FIFTEEN

Remedies and Waiver:

SECTION ONE: The remedies provided herein for collection of any assessment or other charge or claim against any Member, for and on behalf of the Association, or Developer, are in addition to, and not in limitation of, any other remedies provided by law.

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

ARTICLE SIXTEEN

Benefits and Burdens Run with the Land:

The covenants, restrictions, reservations and conditions contained herein shall run with the land and shall be binding upon the Properties and each portion thereof and all persons owning, purchasing, leasing, subleasing or occupying any Lot on the Properties, and upon their respective heirs, successors and assigns. After the date on which the Declaration has been recorded, these covenants, restrictions, reservations and conditions may be enforced by the Association or Developer which shall have the right to enforce the same and expend Association monies in pursuance thereof, and also may be enforced by the Owner of any Lot.

ARTICLE SEVENTEEN

General Provisions:

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

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

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

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

SECTION FIVE: In the event the Association employs an attorney to enforce any provision of the Declaration, the Articles or Bylaws of the Association, or rules and regulations adopted by the Association, the prevailing party in said action shall be entitled to the award of reasonable attorney's fees and costs incurred in said action.

SECTION SIX: Any notice required by the Declaration of the Articles or Bylaws of the Association or the rules and regulations adopted by the Association shall be deemed properly given if mailed by ordinary mail to the last address furnished to the Developer or the Association, and said notices shall be deemed given when deposited in a United States Post Office.

ARTICLE EIGHTEEN

Amendment and Revocation:

SECTION ONE: This instrument may be amended, and partially or completely revoked only as herein provided or otherwise provided by law.

SECTION TWO: During the development period, the Developer may amend this instrument only to add additional phases and to comply with the requirements of the Federal National Mortgage Association, Government National Mortgage Association, Veterans Administration or Federal Home Loan Mortgage Corporation simply by recording an acknowledged document setting forth specifically the provisions amending this instrument.

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

- 3.1 Voting rights;
- 3.2 Assessments, assessment liens and subordination of such liens;
- 3.3 Reserves for maintenance, repair and replacement of Common Areas;
- 3.4 Insurance or fidelity bonds;
- 3.5 Responsibility for maintenance and repair;
- 3.6 Expansion or contraction of the project or the addition, annexation or withdrawal of property to or from the project;
- 3.7 The boundaries of any Lot;
- 3.8 Leasing of Housing Units other than as set forth herein;
- 3.9 Imposition of any restrictions on the right of an Owner to sell or transfer his or her Lot;
- 3.10 Decision by the Association to establish self-management when professional management had been required previously by an Institutional First Mortgagee;
- 3.11 Restoration or repair (after a hazard damage or partial condemnation) in a manner other than that specified in this Declaration;
- 3.12 Any action to terminate the legal status of the project after substantial destruction or condemnation occurs; or
- 3.13 Any provisions which are for the express benefit of Institutional First Mortgagees.

9004040219

EXHIBIT "A"
Legal Description
Viewpoint at Redondo Lots 1 thru 43

VIEW POINT AT REDONDO

LEGAL DESCRIPTION:

Lot 2 of King County Short Plat Number 481110, according to the Short Plat recorded August 21, 1981 under Recording Number 8108210722, being a portion of the South 350.00 feet of the North 1,823.00 feet of the West half of the West half of the Southwest quarter of sec. 5, Twp 21 North, Rge 4 East, W.M., in King County, Washington;

EXCEPT that portion lying within Maltby Road (Secondary State Highway No. I-V); TOGETHER WITH the South 228.00 feet of the North 1,072.00 feet of the West half of the West half of the S.W. quarter of sEc. 5, Twp 21 N, Rg. 4 East, W.M., in King County, Washington;

EXCEPT the West 147.00 feet of the South 198.00 feet thereof;

AND EXCEPT that portion of the remainder lying within County Road (First Ave. S.); ALSO TOGETHER WITH Lot 2, King County Short plat Number 186008, according to the Short Plat recorded March 9, 1987 under Recording Number 8703090363, being a portion of:

The South 40.00 feet of the North 1,473.00 feet of the West half of the West half of the Southwest quarter of Sec. 5, Township 21 N, Rg. 4 E, W.M. in King County, Washington;

AND EXCEPT that portion lying within County Road (First Ave. South).

VIEW POINT AT REDONDO

Section 5, Township 21 North, Range 4 East King County, Washington

LEGAL DESCRIPTION

The View Point at Redondo Short Plat Number 481110, according to the Short Plat recorded August 11, 1989 under Recording Number 810810722, being a portion of the South 130.00 feet of the North 1,823.00 feet of the West half of the West half of the Southeast quarter of Section 5, Township 21 North, Range 4 East, W.M., in King County, Washington.

EXCEPT that portion lying within Malibu Road (Secondary State Highway No. 149); TOGETHER WITH the South 228.00 feet of the North 1,073.00 feet of the West half of the West half of the Southwest quarter of Section 5, Township 21 North, Range 4 East, W.M., in King County, Washington.

EXCEPT the West 147.00 feet of the South 198.00 feet thereof;

AND EXCEPT that portion of the remainder lying within County Road (First Avenue South).

ALSO TOGETHER WITH Lot 2, King County Short Plat Number 184608, according to the Short Plat recorded March 9, 1987 under Recording Number 870309363, being a portion of:

The South 400.00 feet of the North 1,473.00 feet of the West half of the West half of the Southwest quarter of Section 5, Township 21 North, Range 4 East, W.M., in King County, Washington.

AND EXCEPT that portion lying within County Road (First Avenue South).

DEDICATION

WE, THE PEOPLE BY THESE PRESENTS, that we, the undersigned owner(s) of interest in the Land hereby subdivided hereby declare this plat to be the graphic representation of the subdivision made hereby, and do hereby dedicate to the use of the public forever all streets and avenues not shown as private hereon and dedicate the use thereof for all public purposes not inconsistent with the use thereof for public highway purposes, and also the right to make all necessary slopes for cuts and fills upon the lots shown thereon in the original reasonable grading of said street and avenues, and further dedicate to the use of the public all the easements and tracts shown on this plat for all public purposes as indicated thereon, including but not limited to parks, open space, utilities and drainage unless such easements or tracts are specifically identified on this plat as being dedicated or conveyed to a person or entity other than the public.

FURTHER, the undersigned owner(s) of the Land hereby subdivided waive for themselves, their heirs and assigns and any person or entity deriving title from the undersigned, any and all claims for damages against King County, its successors and assigns which may be occasioned by the establishment, construction, or maintenance of roads and/or drainage systems within this subdivision other than claims resulting from inadequate maintenance by King County.

FURTHER, the undersigned owner(s) of the Land hereby subdivided agree for themselves, their heirs and assigns to indemnify and hold King County, its successors and assigns, harmless from any damage, including any costs of defense, claimed by persons within or without this subdivision to have been caused by alterations of the ground surface, vegetation, drainage, or surface or subsurface water flow within this subdivision or by establishment, construction, or maintenance of the roads within this subdivision provided that such waiver and indemnification shall not be construed as releasing King County, its successors or assigns, from liability for damages, including the cost of defense, resulting in whole or in part from the negligence of King County, its successors or assigns.

[Signature]
BY: SOMERLEY ASSOC. INC. A Washington Corp.
BY: *[Signature]*
BY: SUMMIT SERVICES ASSOCIATION

ACKNOWLEDGMENTS

STATE OF WASHINGTON)
COUNTY OF King)

On this 9th day of June, 1989, before me, the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared George J. Somerley to me known to be the President of SOMERLEY ASSOC. INC., a Washington corporation, the corporation that executed the within dedication and acknowledged the deed 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 this deed and that the seal affixed (if any) is the seal of said corporation.

WITNESS my hand and official seal this 9th day of June, 1989.



George J. Somerley
Notary Public, in and for the State of Washington, residing at Seattle

STATE OF WASHINGTON)
COUNTY OF)

On this 9th day of June, 1989, before me, the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared George J. Somerley to me known to be the President of SOMERLEY ASSOC. INC., a Washington corporation, the Association that executed the within dedication and acknowledged the dedication to be the free and voluntary act and deed of said Association for the uses and purposes therein mentioned and on oath stated that he is authorized to execute said dedication and that the seal affixed (if any) is the seal of said Association.

WITNESS my hand and official seal this 9th day of June, 1989.

George J. Somerley
Notary Public, in and for the State of Washington, residing at Seattle

S S S ADLER BARNARD & ASSOC. INC.
ATTORNEYS AT LAW
1000 4TH AVENUE, SUITE 1000
SEATTLE, WASHINGTON 98101

Commission expires 3-2-93

EASEMENT PROVISIONS

An easement is hereby reserved for and granted to PUCET POWER & LIGHT COMPANY and its VEST COMMUNICATION, their respective successors and assigns, under and upon the exterior 3.00 feet, parallel with and adjoining the street frontage of all lots in which to install, lay, remove, operate and maintain underground conduits, cables and wires with necessary facilities and other equipment for the purposes of serving this subdivision and other property with electric and telephone services;

TOGETHER WITH the right to enter upon the lots at all times for the purposes stated.

ALSO, all lot lines shall be subject to an easement 2.5 feet in width, parallel with and adjoining all interior lot lines, for purposes of private drainage and utilities EXCEPT as to those portions of interior lot lines upon which a residential structure has been constructed over and across by plat, said easement shall terminate upon completion of construction. All permanent utility systems shall be underground EXCEPT street lighting standards. An easement is also reserved under and upon the exterior 3.00 feet, parallel with and adjoining all streets for drainage and utility purposes other than as provided herein above.

EASEMENT FOR WATER AND SEWER MAINS

An easement is hereby reserved for and granted to Federal City Water and Sewer, a municipal corporation of King County, Washington, under and upon the easements shown on the plat and described herein as "water easement" or "sewer easement" to install, maintain, replace, repair and operate water and sewer mains and appurtenances for this subdivision and other property together with the right to enter upon said easements at all times for the purposes stated. No building, wall, masonry, fence or structure of any kind shall be erected or planted, nor shall any fill material be placed within the boundaries of said easement area. No excavation shall be made within three feet of said water or sewer service facilities and the surface level of the ground within the easement area shall be maintained at the elevation as currently existing. Grantor additionally grants to the Grantee, the use of such additional area immediately adjacent to said easement as shall be required for the construction, reconstruction, maintenance and operation of said water or sewer facilities. The use of such additional area shall be held to a reasonable minimum and be returned to the condition existing immediately before the property was entered upon by Grantee or its agents.

RESTRICTIONS

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

DRAINAGE EASEMENT RESTRICTIONS

Structures, fill or obstructions (including but not limited to decks, patios, over-buildings, or overhangs) shall not be permitted beyond the building setback line or within drainage easements. Additionally grading and construction of fencing shall not be allowed within the drainage easements shown on this plat unless otherwise approved by King County Building and Land Development Division.

DOWNSPOUT NOTE

All building downspouts, footing drains and drains from all impervious surfaces such as patios and driveways shall be connected to the approved permanent storm drain outlet as shown on the approved construction drawings 89048 A-C on file with King County Building and Land Development Division (BALD). This plan shall be submitted with the application for any building permit. All connections of the drains must be reconstructed and approved prior to the final building inspection approval. Individual lot infiltration systems, where permitted, shall be constructed at the time of the building permit and shall comply with said plans on file with BALD, unless otherwise approved by Engineering Review, King County BALD, or its successor agency.

Lots _____ inclusive, are approved for individual lot infiltration systems.

8907250726
146
6/3/89



VIEW POINT AT REDONDO

Section 5, Township 21 North, Range 4 East
King County, Washington

SURVEYOR'S CERTIFICATE

I hereby certify that this Plat of VIEW POINT AT REDONDO is based upon an actual survey and subdivision of Section 5, Township 21 North, Range 4 East, W.M. 1982; the course and distances are shown correctly thereon; that the monuments will be set and the lot and block corners will be staked correctly on the ground at construction is completed and that I have fully complied with the provisions of the Platting Regulations.



I. L. Barnard
I. L. BARNARD - Professional Land
Surveyor
Certificate No.: 10708
Date: 7/27/89

8907250726
146
/63-66

APPROVALS:

PARKS, PLANNING AND RESOURCES DEPARTMENT

Examined and approved this 28 day of July, 1989.

[Signature]
DEVELOPMENT DIRECTOR

Examined and approved this 25 day of July, 1989.

[Signature]
MANAGER, BUILDING AND LAND DEVELOPMENT
DIVISION

KING COUNTY DEPARTMENT OF ASSESSMENTS

Examined and approved this 10 day of July, 1989.

[Signature]
KING COUNTY ASSESSOR

[Signature]
DEPUTY KING COUNTY ASSESSOR

Account Number _____

KING COUNTY COUNCIL

Examined and approved this 27 day of July, 1989.

[Signature]
CHAIRMAN, KING COUNTY COUNCIL

[Signature]
CLERK OF THE COUNCIL

FINANCE DIRECTOR'S CERTIFICATE

I hereby certify that all property taxes are paid, that there are no delinquent special assessments certified to this office for collection and that all special assessments certified to this office for collection on any of the property herein contained, dedicated as acreage for other public use, are paid in full.

This 11 day of July, 1989.

[Signature]
DEPUTY DIRECTOR OF FINANCE



RECORDING CERTIFICATE

Filed for Record at the request of the King County Council: this _____ day of _____, 1989, at _____ minutes past _____ m., and recorded in Volume _____ of Plats, page(s) _____, Records of King County, Washington.

DIVISION OF RECORDS AND ELECTIONS

MANAGER _____

SUPERINTENDENT OF RECORDS _____

FILE

ad for Record at
the Request of
Schneider Homes, Inc.
6510 Southcenter Blvd.
Tukwila, Wa. 98188

930910-0945 10:15:00 AM KING COUNTY RECORDS 001 JM 7.00

AGREEMENT FOR EASEMENT

THIS AGREEMENT, made this 1 day of June, 1993, by
and between SCHNEIDER HOMES, INC., hereinafter referred to as the
"Grantor", and the View Point at Redondo Homeowners Association,
hereinafter referred to as the "Grantee".

WHEREAS, the Grantor is the current owner of that certain parcel of
land legally described as follows:

LOT 1, VIEW POINT AT REDONDO, ACCORDING TO THE PLAT THEREOF
RECORDED IN VOLUME 146 OF PLATS, PAGES 63 THROUGH 66, RECORDS OF
KING COUNTY, WASHINGTON;

WHEREAS, it has been found necessary to create an easement for a
subdivision entrance sign, brick planter wall, fence and associated
landscaping.

AND WHEREAS, this easement and it's associated improvements shall
be maintained by the View Point at Redondo Homeowners Association.

AND WHEREAS, this easement and maintenance stipulation shall be
binding upon all subsequent owners and shall run with the land.

NOW, THEREFORE, in consideration of the mutual benefits derived,
the Grantor hereby grants and conveys to the Grantee the following
described easement:

THE WEST 10 FEET OF THE HEREINBEFORE DESCRIBED PROPERTY.

IN WITNESS WHEREOF, the said Grantor has executed this instrument
this 1st day of June, 19 93.

Gerald E. Schneider
Schneider Homes, Inc.
Gerald E. Schneider, President

CHICAGO TITLE INSURANCE COMPANY
has placed the document of
record as a customer courtesy
and accepts no liability for
the accuracy or validity of
the document.

EXCISE TAX NOT REQUIRED
King Co. Records Division
By S. McDonald Deputy

STATE OF WASHINGTON
COUNTY OF KING SS.

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT GERALD E.
SCHNEIDER SIGNED THIS INSTRUMENT AS THE PRESIDENT OF SCHNEIDER
HOMES, INC., AND ACKNOWLEDGED IT TO BE THE FREE AND VOLUNTARY ACT
OF SAID CORPORATION FOR THE USES AND PURPOSES MENTIONED IN THE
INSTRUMENT.



DATED 6-1-93
SIGNATURE OF J. M. Colman
NOTARY PUBLIC
MY APPOINTMENT EXPIRES 8-15-93

Filed by Chicago Title Insurance Co.
Ref. # W9301344-2

9309100945

FILED BY:
CHICAGO TITLE

Filed for Record at
the Request of
Schneider Homes, Inc.
6510 Southcenter Blvd.
Tukwila, Wa. 98188

AGREEMENT FOR EASEMENT

THIS AGREEMENT, made this 1 day of June, 19 93, by
and between Schneider Homes, Inc., hereinafter referred to as the
"Grantor", and the View Point at Redondo Homeowners Association,
hereinafter referred to as the "Grantee".

WHEREAS, the Grantor is the current owner of that certain parcel of
land legally described as follows:

LOT "A", CITY OF FEDERAL WAY BOUNDARY LINE ADJUSTMENT, FILE No.
BLA-90-0002, RECORDED UNDER RECORDING No. 9008019010, RECORDS OF
KING COUNTY, WASHINGTON.

ALSO KNOWN AS:
LOT 43, VIEW POINT AT REDONDO, ACCORDING TO THE PLAT THEREOF
RECORDED IN VOLUME 146 OF PLATS, PAGES 63 THROUGH 66, RECORDS OF
KING COUNTY, WASHINGTON;
TOGETHER WITH THE WEST 1.24 FEET OF LOT 42, SAID PLAT OF VIEW POINT
AT REDONDO.

WHEREAS, it has been found necessary to create an easement for a
subdivision entrance sign, gazebo, brick planter wall, fence and
associated landscaping.

AND WHEREAS, this easement and it's associated improvements shall
be maintained by the View Point at Redondo Homeowners Association.

AND WHEREAS, this easement and maintenance stipulation shall be
binding upon all subsequent owners and shall run with the land.

NOW, THEREFORE, in consideration of the mutual benefits derived,
the Grantor hereby grants and conveys to the Grantee the following
described easement:

THE WEST 15 FEET OF THE HEREINBEFORE DESCRIBED PROPERTY.

IN WITNESS WHEREOF, the said Grantor has executed this instrument
this 1st day of June, 19 93.
Gerald E. Schneider
Schneider Homes, Inc.
Gerald E. Schneider, President

STATE OF WASHINGTON
COUNTY OF KING SS.

EXCISE TAX NOT REQUIRED
King Co. Records Division
By *J. McDaniel* Deputy

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT GERALD E.
SCHNEIDER SIGNED THIS INSTRUMENT AS THE PRESIDENT OF SCHNEIDER
HOMES, INC., AND ACKNOWLEDGED IT TO BE THE FREE AND VOLUNTARY ACT
OF SAID CORPORATION FOR THE USES AND PURPOSES MENTIONED IN THE
INSTRUMENT.



DATED 6/1/93

SIGNATURE OF
NOTARY PUBLIC *Joanna M. Colman*

MY APPOINTMENT EXPIRES 8-15-93

9309100946
PL # 19301345-2

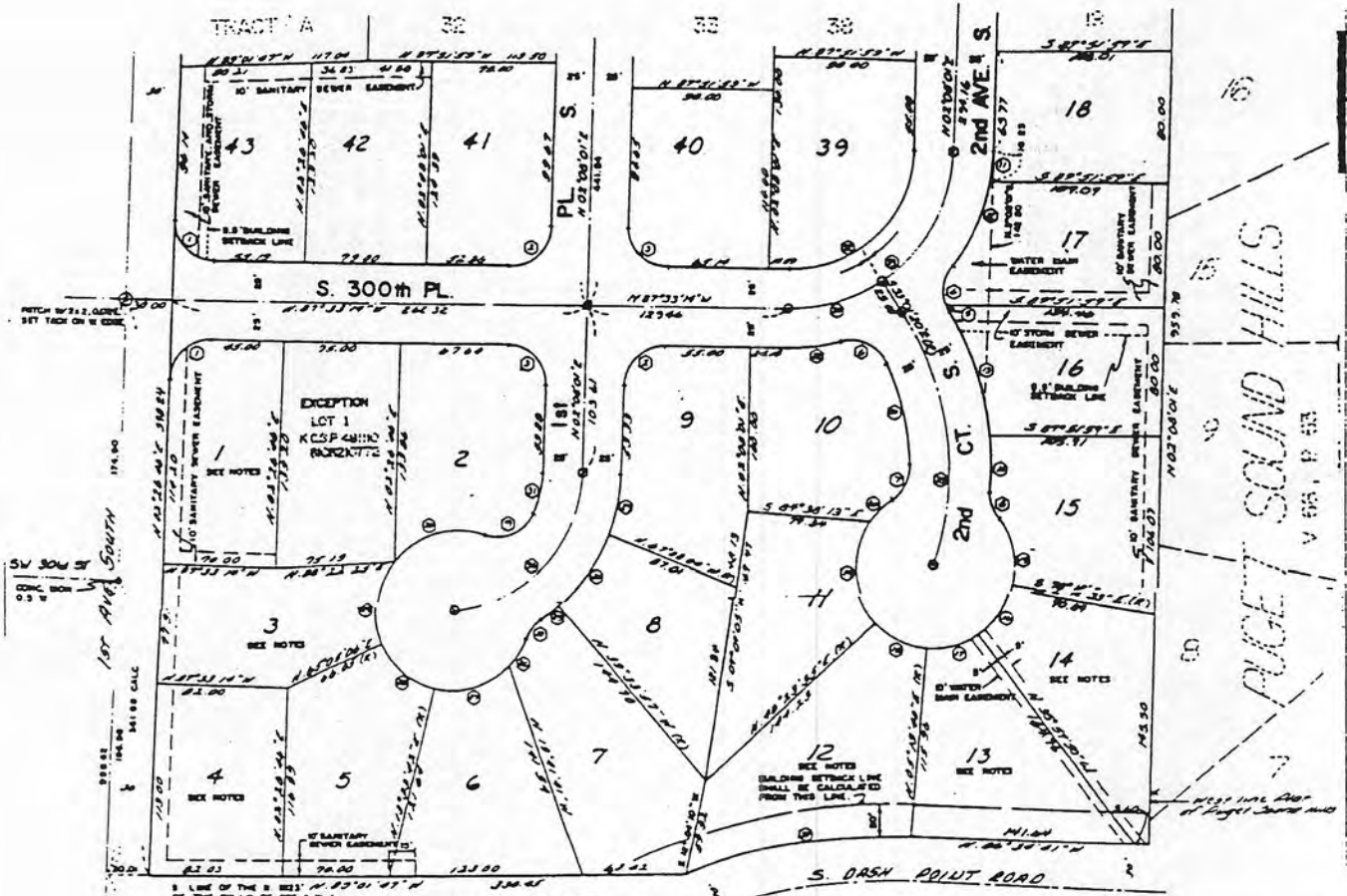
9309-0946 10:15:00 AM KING COUNTY RECORDS

VIEW POINT AT REDONDO

Section 5, Township 21 North, Range 4 East
King County, Washington

P907250726
146 / 63-66

SEE SHEET 4 of 4



CURVE DATA

| No. | R | L | Δ | No. | R | L | Δ |
|-----|--------|-------|-----------|-----|--------|--------|-----------|
| 1 | 25.00 | 39.27 | 90°00'00" | 11 | 110.00 | 39.80 | 20°43'55" |
| 2 | 25.00 | 39.41 | 90°18'43" | 12 | 110.00 | 52.93 | 27°34'07" |
| 3 | 25.00 | 39.13 | 89°41'13" | 13 | 110.00 | 73.38 | 06°53'06" |
| 4 | 25.00 | 29.60 | 58°52'51" | 14 | 30.00 | 20.00 | 22°39'03" |
| 5 | 25.00 | 4.43 | 10°09'53" | 15 | 30.00 | 30.63 | 38°02'24" |
| 6 | 25.00 | 33.81 | 77°29'12" | 16 | 30.00 | 44.96 | 51°31'24" |
| 7 | 25.00 | 26.18 | 59°55'57" | 17 | 30.00 | 33.94 | 64°04'07" |
| 8 | 25.00 | 17.72 | 40°36'07" | 18 | 30.00 | 43.41 | 72°59'53" |
| 9 | 25.00 | 37.40 | 83°34'14" | 19 | 60.00 | 24.94 | 29°40'53" |
| 10 | 25.00 | 18.77 | 07°21'20" | 20 | 75.00 | 14.22 | 50°38'45" |
| 11 | 125.00 | 61.44 | 28°09'34" | 21 | 100.00 | 157.63 | 50°28'45" |
| 12 | 200.00 | 41.09 | 23°13'53" | 22 | 100.00 | 41.20 | 35°28'06" |
| 13 | 200.00 | 35.21 | 10°00'04" | 23 | 175.00 | 164.18 | 37°45'12" |
| 14 | 30.00 | 41.76 | 47°31'23" | 24 | 45.00 | 126.60 | 85°28'04" |
| 15 | 30.00 | 36.49 | 42°44'19" | 25 | 358.59 | 448.49 | 24°37'11" |
| 16 | 30.00 | 36.15 | 41°23'54" | | | | |
| 17 | 30.00 | 37.67 | 43°09'35" | | | | |
| 18 | 30.00 | 49.63 | 74°48'40" | | | | |
| 19 | 30.00 | 18.10 | 20°24'12" | | | | |
| 20 | 150.00 | 44.37 | 24°33'20" | | | | |
| 21 | 175.00 | 33.94 | 15°34'34" | | | | |

NOTES:
 1) NO DIRECT VEHICULAR ACCESS TO OR FROM LOTS 12, 13 & 14 TO SOUTH DASH POINT ROAD PERMITTED
 2) NO DIRECT VEHICULAR ACCESS TO OR FROM LOTS 13, 14 & 15 TO 1st AVE. S. PERMITTED.

BASIS OF BEARINGS
 ASSUMED BEARINGS BETWEEN SW CORNER AND WEST LN CORNER OF SEC. 5-21-4.

LEGEND
 O SET CORNER
 RL RADIAL LINE



SAVILLA BROWARD SURVEYING, INC.
 1500 1st Avenue, Suite 100
 Seattle, WA 98101
 (206) 461-1100

EASEMENT DELINEATED AND/OR DEDICATED ON THE FACE OF THE PLAT:

PURPOSE: Sanitary sewer easement
AREA AFFECTED: Westerly portion of Lots 1 and 3; southerly portion of Lot 5; easterly portion of Lot 16; northeasterly portion of Lot 28; northerly portion of Lots 42 and 43; westerly portion of Lot 43 and other property

EASEMENT DELINEATED AND/OR DEDICATED ON THE FACE OF THE PLAT:

PURPOSE: Storm sewer easement
AREA AFFECTED: Northerly portion of Lot 16; westerly portion of Lot 43 and other property

AN EASEMENT AFFECTING A PORTION OF SAID PREMISES FOR THE PURPOSES STATED THEREIN:

IN FAVOR OF: The View Point at Redondo Homeowners Association
FOR: For a Subdivision entrance sign, gazebo, brick planter wall, fence and associated landscaping

DISCLOSED BY INSTRUMENT RECORDED: September 10, 1993
RECORDING NUMBER: 9309100946
AFFECTS: West 15 feet

Building set back lines as delineated on the face of the plat.

BUILDING LINES AS DELINEATED ON THE FACE OF SAID PLAT.

TERMS, CONDITIONS, RESTRICTIONS, NOTES, DEDICATIONS, including any Easements delineated or Easement Provisions as contained on the face of the plat referred to in Schedule "A" herein:

No direct vehicular access to or from Lots 1, 3, 43 and 28 to 1st Avenue South permitted.

AN EASEMENT AFFECTING THE PORTION OF SAID PREMISES AND FOR THE PURPOSES STATED THEREIN:

IN FAVOR OF: Puget Sound Power & Light Company
FOR: To construct, operate, maintain, repair, replace and enlarge one or more electric transmission and/or distribution system

DISCLOSED BY INSTRUMENT RECORDED: January 9, 1989
RECORDING NUMBER: 8901090474
AFFECTS: All street and road rights of way as now or hereafter designed, platted, and/or constructed within said premises. A strip of land 10 feet in width, located within said property, lying parallel with and adjoining all public and private street and road rights of way

Contains covenant prohibiting structures over said easement or other activities which might endanger the underground system.

EASEMENT PROVISIONS CONTAINED IN SAID PLAT AS FOLLOWS:

An easement is hereby reserved for and granted to the appropriate utility companies, under and upon the exterior 7 feet, parallel with and adjoining the



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PAGE 002 OF 007
07 29 1999 16 17
KING COUNTY WA

street frontage of all lots to install, lay, construct, renew, operate and maintain underground utilities with necessary facilities and other equipment for the purpose of serving this subdivision and other property with utility service, together with the right to enter upon the lots at all times for the purposes herein stated. Also, each lot shall be subject to an easement 2.5 feet in width, parallel with and adjacent to all interior lot lines for purposes of private drainage and utilities except as to those portions of interior lot lines upon which a residential structure has been constructed over and across by platter, said easement shall terminate upon completion of construction. All permanent utility systems shall be underground except street lighting standards. An easement is also reserved under and upon the exterior 5.00 feet, parallel with and adjoining all streets for drainage and utility purposes other than as provided herein above.

EASEMENT PROVISIONS CONTAINED IN SAID PLAT AS FOLLOWS:

An easement is hereby reserved for and granted to Federal Way Water and Sewer, a municipal corporation of King County, Washington, under and upon the easements shown on the plat and described herein as "water easement" or "sewer easement" to install, maintain, replace, repair and operate water and sewer mains and appurtenances for this subdivision and other property together with the right to enter upon said easements at all times for the purposes stated. No building, wall, rockery, trees or structure of any kind shall be erected or planted, nor shall any fill material be placed within the boundaries of said easement area. No excavation shall be made within 3 feet of said water or sewer service facilities and the surface level of the ground within the easement area shall be maintained at the elevation as currently existing. Grantor additionally grants to the grantee, the use of such additional area immediately adjacent to said easement as shall be required for the construction, reconstruction, maintenance and operation of said water or sewer facilities. The use of such additional area shall be held to a reasonable minimum and be returned to the condition existing immediately before the property was entered upon by the grantee or its agents.

DEDICATION CONTAINED IN SAID PLAT AS FOLLOWS:

Further, the undersigned owners of the land hereby subdivided waive for themselves, their heirs and assigns and any person or entity deriving title from the undersigned, and any and all claims for damages against King County, its successors and assigns which may be occasioned by the establishment, construction, or maintenance of roads and/or drainage systems within this subdivision other than claims resulting from inadequate maintenance by King County.

Further, the undersigned owners of the land hereby subdivided agree for themselves, their heirs and assigns to indemnify and hold King County, its successors and assigns, harmless from any damage, including any costs of defense, claimed by persons within or without this subdivision to have been caused by alterations of the ground surface, vegetation, drainage, or surface or subsurface water flow within this subdivision or by establishment, construction or maintenance of the road within this subdivision. Provided, this waiver and indemnification shall not be construed as releasing King County, its successors or assigns, from liability for damages, including the cost of defense, resulting in whole or in part from the negligence of King County, its successors, or assigns.

RESTRICTIONS CONTAINED ON THE FACE OF THE PLAT AS FOLLOWS:

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

RESTRICTIONS CONTAINED IN SAID PLAT AS FOLLOWS:

Structures, fill or obstructions (including but not limited to decks, patios, outbuildings or overhangs) shall not be permitted beyond the building setback line or within drainage easements. Additionally, grading and construction of fencing shall not be allowed within the



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KING COUNTY WA

Escrow No. F225252

drainage easements shown on this plat map unless otherwise approved by King County Building and Land Development Division.

All building downspouts, footing drains and drains from all impervious surfaces such as patios and driveways shall be connected to the approved permanent storm drain outlet as shown on the approved construction Drawings #P948 A-E on file with King County Building and Land Development Division (BALD). This plan shall be submitted with the application for any building permit. All connections of the drains must be constructed and approved prior to the final building inspection approval. Individual lot infiltration systems, where permitted, shall be constructed at the time of the building permit and shall comply with said plans on file with BALD, unless otherwise approved by engineering review, King County BALD, or its successor agency.

COVENANTS AND RESTRICTIONS CONTAINED IN DECLARATION OF PROTECTIVE RESTRICTIONS, EASEMENTS AND ASSESSMENTS, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (a) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (b) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAP PERSONS:

RECORDED: April 4, 1990
RECORDING NUMBER: 9004040219

AMENDMENT AND/OR MODIFICATION OF SAID RESTRICTIONS, AS HERETO ATTACHED:

RECORDED: July 11, 1991
RECORDING NUMBER: 9107110219

AMENDMENT AND/OR MODIFICATION OF SAID RESTRICTIONS, AS HERETO ATTACHED:

RECORDED: August 11, 1998
RECORDING NUMBER: 9808110642

AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

RECORDED: March 14, 1980
RECORDING NUMBER: 8603141036
PURPOSE: Water main construction and charges

AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

RECORDED: August 2, 1985
RECORDING NUMBER: 8508021052
PURPOSE: Memorandum of option to purchase said premises and other property

AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

RECORDED: November 1, 1988
RECORDING NUMBER: 8811011207
PURPOSE: Construction and maintenance of a water supply and sanitary sewer system

NOTE: Said agreement was also dated October 1, 1988

Said agreement has been modified by agreement, recorded under Recording Numbers



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P INC. COUNTY, WA

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KING COUNTY, WA
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After recording return to:
SUZANNE A. PALMER
108 SOUTH 300TH PLACE
FEDERAL WAY WA 98003

E1701132
07/29/1999 15:47
KING COUNTY, WA
TAX \$5,874.00
SALE \$338,846.00

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Filed for Record at the Request of
Washington Title Company F225252

LPB-10

STATUTORY WARRANTY DEED

THE GRANTOR JAMES R. JOHNSTON and MYRNA L. JOHNSTON, husband and wife

for and in consideration of Ten Dollars and Other Good and Valuable Consideration

in hand paid, conveys and warrants to SUZANNE A. PALMER, a single person

the following described real estate, situate in the County of KING, State of Washington:

Lot(s) 43, View Point at Redondo, according to the plat thereof recorded in Volume 146 of Plats, page(s) 63 through 66, inclusive, in King County, Washington; TOGETHER WITH the west 1.24 feet of Lot 42;

(ALSO KNOWN AS Lot A, City of Federal Way Boundary Line Adjustment No. BLA-90-0002, recorded under Recording Number 9008019010).

Subject to easements, covenants, conditions and restrictions shown on Exhibit "A" as hereto attached and by this reference made a part hereof.
Tax Account No. 891420-0430-04

Dated this 26th day of JULY, 1999

By [Signature]
JAMES R. JOHNSTON
By _____

By [Signature]
MYRNA L. JOHNSTON
By _____

STATE OF WASHINGTON }
COUNTY OF KING }

On this day personally appeared before me JAMES R. JOHNSTON AND MYRNA L. JOHNSTON to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that THEY signed the same as THEIR free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of JULY, 1999

Notary Public in and for the State of Washington
residing at _____

My commission expires: _____

