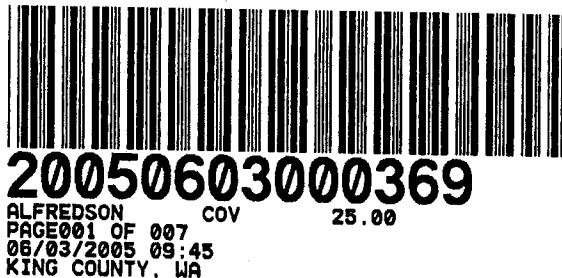


**Return Address:**

Schneider Homes, Inc.  
6510 Southcenter Blvd., Suite 1  
Tukwila, WA 98188



**Declaration of Protective Covenants for The Highlands at Woodbrook  
(With Restrictions and Easements)**

Grantor: Schneider Homes, Inc.  
Grantee: The Highlands at Woodbrook  
The Public  
Description: Tract B, Woodbrook 4 -Division No. 1, according to the plat thereof, recorded in volume 224 of Plats, pages 88 through 90, inclusive, in King County, Washington.  
Assessor's Account Numbers: 030403-0010 through 0370

WHEREAS, SCHNEIDER HOMES, INC., a corporation (herein referred to as Declarant), is the owner of all of the lots and real property contained in the plat of The Highlands at Woodbrook, according to the plat thereof recorded under recording no.20050524000228 in Volume 228 of Plats, pages 035 through 038, in King County, Washington. Declarant desires to establish a plan of private subdivision for all of the real property in the plat, except Tract 'B' of the plat, together with other lands, including Tract B, which may hereafter be made subject to the provisions hereof as herein provided and in order to provide for land use restrictions, protective covenants, maintenance of open spaces and other rights as a part of such plan.

NOW THEREFORE, Declarant hereby declares and establishes the following restrictions, covenants, conditions, rights and easements appurtenant:

**ARTICLE A: Definitions**

**Section 1. Definitions.** As used herein:

1. The word "Plat" shall refer to the plat of The Highlands at Woodbrook described above, except Tract 'B', and any other plat or plats which may include Tract 'B' and which may hereafter be designated from time to time in written amendment or amendments to this instrument. That amendment shall be executed and recorded by Declarant or its successors or assigns expressly refer to this instrument and express the intent to include such other plat or plats within this definition of "Plat". Such amendment may contain further dedications, covenants, restrictions and easements affecting lands or Tracts described in such other plat or plats and may amend the provisions of this instrument but only insofar as those other lands are concerned. Declarant or its successors or assigns shall not have any other power to amend this instrument except as provided in Article H.

2. The word "Lot" shall refer each of the lots shown on a Plat but shall not include any parcel designated as "Tract" on a Plat. Tract 'B' shall not be subject to any of the provisions of this instrument.

3. The word "Subdivision" shall refer to all of the real property included within a Plat or Plats, except Tract 'B'.

4. The words "Community Organization" shall refer to the Highlands at Woodbrook Community Organization, a Washington nonprofit corporation, formed by Declarant for the purpose of enforcing these covenants and providing other things that may benefit its members.

5. The word "Committee" is defined as the Architectural Control Committee as described in Article C of this instrument.

6. As used herein in reference to a Lot or Lots, "owner" shall mean the owner or owners of the fee title to the Lot, except that if the Lot is subject to a recorded contract for the sale and purchase of the Lot, the holder or holders of the vendee's interest under the contract shall be deemed to be the owner of the fee title.

#### **ARTICLE B: Building and Land Use Restrictions**

**Section 1. Use.** No Lot shall be used for any other purpose than for single family residential purposes.

**Section 2. Improvements.** No dwelling, residence, out building, fence, wall, building, pool or other structure, landscaping or other improvement shall be erected, built or placed on a Lot nor shall any dwelling, residence, out building, fence, wall, building, pool, or other structure, landscaping, or other improvements on a Lot be changed, altered, or modified on any Lot unless the provisions of these Covenants and the following shall have been complied with:

(a) **Dwellings Only.** No building shall be permitted to remain on any Lot except for one (1) detached single family dwelling and accessory buildings which are appurtenant to the use of an existing permanent residential building conforming to the provisions hereof. Permitted accessory buildings shall include, without limitation, garages, greenhouses, playhouses, toolsheds, woodsheds, doghouses and gazebos.

(b) **Approval by the Committee.** Prior to clearing or grading of a Lot, placing any structure, including, accessory buildings, on a Lot, making any improvement on a Lot or making any change or alteration to the external appearance of any existing improvement on a Lot, plans and specifications for the grading, structure, improvement, alteration or change shall be submitted to and approved by the Committee as provided in Article C. However, notwithstanding the foregoing, plans and specifications for improvements to a Lot which is owned by the Declarant need not be submitted to the Committee, and such plans shall be deemed to have been approved by the Committee without the need to be submitted to the Committee. The structure, building, improvement, change or alteration which is made to or is erected, built, or placed on the Lot shall substantially conform to the plans and specifications as approved by the Committee and conditions to approval specified by the Committee, if any.

(c) **Permits Required.** No work shall be started on any construction or improvement on a Lot without first obtaining any and all necessary permits from the proper and applicable governmental agency or agencies.

(d) **Permanent Construction.** All buildings, structures and improvements on a Lot shall be of permanent construction. No temporary building, trailer, mobile home, tent, garage, outbuilding or other similar structure shall be placed on any Lot, except that, with permission of the Committee, a temporary structure may be placed on a Lot incident to and during the construction of the first permanent residence building on a Lot for period not to exceed six months during which time progress must be continuously advanced toward completion of construction of the permanent residence on the Lot.

(e) **Height and Size.** No dwelling shall contain more than two stories above the highest reasonable finish grade of the Lot next to the dwelling. The dwelling on each Lot shall have at least 1,500 square feet of enclosed area devoted to living purposes.

(f) **Construction Completion.** Once started the work of constructing, altering, repairing or reconstructing any building, structure or improvement on a Lot shall be diligently prosecuted until completion thereof, and in any event, the exterior of the building, structure or improvement shall be completed and finished within twelve months after the work first commences.

(g) **Setback Requirements.** All structures and improvements shall comply with the all governmental set back requirements, as amended from time to time; provided that nothing herein shall require removal of a building which was originally placed in conformity with such requirements because of change in those requirements. No part of any building shall be placed on a Lot between the nearest boundary line of the Lot and any building set back line

shown on a Plat.

**(h) Antennas.** No exterior microwave receivers (satellite dishes) larger than 18" in diameter, aerials, antennas or devices for reception or transmission of radio, television or other communication purposes shall be installed in the Subdivision unless the device is in a location where the visibility of the device shall be minimized when viewed from other Lots or streets and its location on the Lot has first been approved by the Committee in writing.

**(i) Fencing and Screening.** No fence, wall, hedge or mass planting functioning as a hedge shall be permitted on a Lot if it is nearer to any street than is a building permitted under paragraph (g) of this Section 1, except that nothing shall prevent the erection of (i) a necessary retaining wall, the top of which does not extend more than two (2) feet above the finished grade at the back of said retaining wall and (ii) decorative walls, fences, hedges and mass plantings which are maintained not higher than three (3) feet and which have been approved by the Committee as to appearance prior to installation. In no event shall any fence, wall, hedge or mass planting functioning as a hedge extend higher than six (6) feet above the ground. In no event shall any chain link fencing be permitted on a Lot.

**(j) Wiring.** No lines or wires for the transmission of electric current or of television, radio or telephone signals shall be constructed, placed or permitted to be placed in the Subdivision outside of the buildings on a Lot, unless the lines and wires shall be underground or in conduit attached to a building.

**(k) General Appearance.** The exterior finish of structures on a Lot shall be completed in materials acceptable in the construction industry for exterior finish. Each improved Lot shall be graded to present a reasonably harmonious transitional appearance from Lot to Lot. Each Lot shall conform to the landscaping provisions set forth in Article D. The general external appearance of a structure on a Lot shall be substantially comparable with the general appearance of surrounding existing structures in the Subdivision.

**Section 3. Animals.** No animals of any kind shall be raised, bred or kept on any Lot except that usual household pets such as dogs, cats and small birds may be kept, provided that they are kept as family pets. In no event shall any animal be kept on a Lot if the animal unreasonably interferes with the use and enjoyment of any part of the Subdivision. No commercial raising, breeding, training or dealing of or in animals shall be conducted or permitted on any Lot. Any dog in the Subdivision shall be physically restrained at all times so that it may not freely roam in the Subdivision at any time.

**Section 4. Signs.** No billboard, no advertising structure or device and no sign of any kind shall be located, placed or maintained in the Subdivision, except that any of the following signs may be displayed if it has been approved by the Committee before installation: Entry signs identifying the Subdivision, one professional sign which is on a Lot and which is not more than one square foot, one sign which is on a Lot, which is not more than five (5) square feet and which advertises the Lot for sale or rent, and signs or other displays which are used by the Declarant or other builders of a residence on a Lot to identify the Declarant or builder or to advertise the Lot during the initial construction of a residence building and its initial sale. The Committee may cause any sign placed in the Subdivision in violation of this provision to be removed and destroyed.

**Section 5. Maintenance of Lots.** Each Lot shall be maintained by the owner of the Lot in a neat, clean and sightly condition at all times and shall be kept free of accumulations of litter, junk, containers, equipment, building materials and other debris. No part of the Subdivision shall be used or maintained as a dumping ground for rubbish. No trash, garbage, refuse or other waste materials shall be kept on a Lot except in containers which are regularly emptied with contents disposed of off the Subdivision. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and out of sight. No grass cuttings, leaves, limbs, branches or other debris from vegetation shall be dumped in or be allowed to accumulate on any part of the Subdivision, except that nothing herein shall prevent the maintenance on a Lot of a regularly tended compost facility for making compost to be used on a the Lot. Improvements on a Lot shall be maintained in good order and repair.

**Section 6. Businesses.** No trade, craft, business, profession, manufacturing, commercial enterprise or commercial activity of any kind shall be carried on or conducted in the Subdivision if the activity interferes with the quiet and peaceful use and enjoyment of any part of the Subdivision, or if the evidence of the activity, other than a permitted professional sign, shall be visible from the Lot, or if the activity increases vehicular or pedestrian traffic in the Subdivision to more than usual residential traffic. Residential use of a Lot shall include operation of a business if it is conducted by a resident of the Lot and if it is not prohibited by this section.

**Section 7. Storage.** No goods, materials, or supplies, no equipment, no boats, and no trucks, motorcycles,

busses, motor homes, campers, trailers, or vehicles of any description, shall be kept, stored, dismantled or repaired in any street in the Subdivision or in any part of the Subdivision outside of an approved fence or permitted structure.

**Section 8. Firearms.** No firearms, whether for hunting or target practice, shall be discharged in the Subdivision.

**Section 9. Clothes Drying.** No clothes, linens, rugs, tarpaulins or other fabrics or fabric like materials shall be hung or placed out to dry or air on a Lot unless fully screened from view from the streets and other Lots in the Subdivision.

**Section 10. Nuisances.** No Lot shall be used in whole or part for storage of anything or for any activity which will cause the Lot to appear in an unclean, disorderly or untidy condition. No noxious activity or thing shall be permitted on a Lot. Nothing shall be done on a Lot which may be or become a nuisance or unreasonably interfere with the use and enjoyment of any part of the Subdivision.

### **ARTICLE C: Architectural Control**

**Section 1. The Committee.** The directors of the Community Organization shall comprise the Committee herein referred to. As long as Declarant remains owner of any Lot which has not been improved with a permanent residence, the Declarant shall have the right to appoint a representative on the Committee in addition to the directors of the Community Organization. If there is a representative of the Declarant on the Committee, no meeting of the Committee or decision of the Committee shall be valid unless the representative is present at the meeting or the representative has waived, in writing in advance, the right to be present at the meeting of the Committee. The Declarant's representative shall have the power and authority to veto any decision of the Committee and the right and power to disapprove any plans and specifications submitted to the Committee for approval. The determination of the Declarant's representative to veto or disapprove shall be binding on the Committee. The address of the Committee shall be the registered office of the Community Organization. The initial registered address of the Community Organization is in care of Declarant at 6510 Southcenter Boulevard, Suite 1, Tukwila, WA 98188.

**Section 2. Submission of Plans.** All plans and specifications or information required to be submitted to the Committee for approval shall be submitted by mail to the address of the Committee in duplicate, shall be in writing, shall contain a written request for approval and the name and address of the person submitting the same and the Lot involved, and shall set forth the following with respect to a proposed structure, improvement, or alteration to the extent required to determine whether the structure, improvement or alteration conforms to these Covenants: The location of the structure or improvement upon the Lot, the elevation of the structure or improvements with reference to the existing and finished lot grade, the general design of the structure or improvements, the interior layout of the structure, the exterior finish color and materials, including roof materials, of the structure or improvements, the landscape plan, a description of any proposed alteration or change to an improvement, and such other information as may be required by the Committee to determine whether such structure conforms with these Covenants.

**Section 3. Standards.** The Committee may refuse to approve a request for a permitted accessory building on a Lot if, in the exercise of the discretion of the Committee, the structure detracts from the general visual appearance of the neighborhood as seen from the streets. The location of a permitted accessory building other than garages shall be at a place which minimizes the visual impact and, as a general guideline, shall be in the side or rear yard behind the front of the house. The Committee shall not be bound by these guidelines for accessory buildings, but may exercise its discretion in that respect. The Committee shall also have the authority to determine and establish standards involving aesthetic considerations of harmony of construction and color which it determines to be in the best interest of providing for an attractive Subdivision, which authority shall include but not be limited to the height, configuration, design and appearance of the dwelling and fences, walls, outbuildings, pools, and other structures and improvements appurtenant to the use of a dwelling. Such determinations may be amended and shall be binding on all persons.

**Section 4. Approval or Disapproval.** Within thirty (30) days after the receipt of plans and specifications or information with a request for approval, the Committee shall by majority vote approve or disapprove the request and may disapprove the request which in its opinion does not conform to these restrictions or its aesthetic or other standards. Approval may be made subject to conditions. Approval or disapproval of a request shall be made upon one of the copies of the plans and specifications, which shall be returned to the address shown on the request. In the event that no disapproval or conditional approval of a request is given within thirty (30) days of submission in compliance

herewith, the request shall be deemed approved.

**Section 5. Advisors.** The Committee may appoint advisors or advisory committees from time to time to advise on matters pertaining to the Subdivision. No person on the Committee or acting for it shall be responsible for any defect in any plan or specification submitted or approved nor for any defect in any work done according to such plans and specifications.

**Section 6. Variations.** The Committee shall have the authority to approve plans and specifications which do not strictly conform to these restrictions in order to overcome practical difficulties or prevent hardships in the application of these restrictions; provided that such variations so approved shall not be materially injurious to the improvements of other Lots and shall not constitute a waiver of the restrictions herein contained but shall be in furtherance of the purposes and intent of these restrictions.

#### **ARTICLE D: Landscaping**

**Section 1. Initial Landscaping.** Prior to occupancy of any residential building on a Lot, the front yard of the Lot shall be landscaped and, the rear yard of the Lot, if not landscaped, shall be hydroseeded. The Lot shall be fully landscaped within one year after occupancy of the residential building on the Lot. However, if weather conditions or ground conditions due to weather are such that it is not reasonable to landscape the Lot within the time provided, the time for completion of the landscaping shall be extended for a period of 60 days after weather conditions and ground conditions due to weather are reasonable for landscaping. Any dispute over the time when weather or ground conditions due to weather are reasonable for landscaping may be determined by the Committee which determination shall be binding upon all interested parties. Nothing herein shall preclude landscaping which utilizes natural vegetation; provided that noxious wild weeds and plants shall not be permitted on any Lot.

**Section 2. Landscape Maintenance.** The owners of each Lot shall maintain the landscaping on the Lot in a neat and presentable condition at all times and shall not permit the Lot to become overgrown or allow weeds and other noxious plants to proliferate on the Lot.

#### **ARTICLE E: Easements and Open Space**

**Section 1. Intent.** The provisions of this Instrument, and particularly the provisions of this Article E, are intended to supplement the notes and comments on the Plat of The Highlands at Woodbrook. This instrument and the provisions on the face of that Plat are to be read and interpreted together. To the extent that provisions of this Article E appear to be inconsistent with or appear to expand or limit the terms contained in that Plat, the provisions of this Article E shall control.

**Section 2. Tract 'A' Recreation Area.** Tract 'A' of The Highlands at Woodbrook shall be conveyed to the Community Organization. Tract 'A' is hereby restricted to and shall not be used for any other purpose than for open space and for the private use of Lot owners and their guests for recreational purposes. Declarant reserves the right to make improvements to that Tract 'A' for recreational purposes, and the Community Organization shall have the right to improve that Tract 'A' with out buildings which the Community Organization shall deem convenient for maintenance purposes, with landscaping, and with recreational facilities and structures. No other improvements shall be made to that Tract 'A.'

**Section 3. Maintenance of Facilities.** Subject to restrictions contained herein, the Community Organization shall maintain and may improve the properties which are transferred to the Community Organization. Consistent with Notes 5 and 11 on the Plat of The Highlands at Woodbrook, the Community Organization shall maintain Tract 'A' of that Plat and the landscaping in planter islands, if any may be located now or hereafter in streets in the Subdivision.

#### **ARTICLE F: Community Organization and Lien Rights**

**Section 1. Community Organization Membership.** The following provisions in this Section 1 relating to membership in the Community Organization are provided for in its Articles of Incorporation and shall not be altered or amended. There shall be one membership in the Community Organization for each Lot and no more. The memberships in the Community Organization shall stand in the name or names of the persons or parties who from time to time are the record owners of Lots. Each membership in the Community Organization shall be appurtenant to and not severable from the fee ownership or vendee's interest in one of the Lots and shall transfer with the transfer of the

fee title or vendee's interest in the Lot without further action on the part of the Community Organization or its several members. Holders of the membership shall be members of the Community Organization.

**Section 2. Lien.** In order to provide for the proper operation of the Community Organization, for the maintenance and improvement of any property which the Community Organization is obligated to maintain and for the administrative costs of the Community Organization, each grantee and vendee of Lots, their heirs, successors and assigns shall and do, by the act of accepting a deed of a Lot or entering into a contract of sale of a Lot, as vendee, jointly and severally, agree that they and each of them shall be members of the Community Organization and shall pay to the Community Organization the dues and charges levied according to the Articles of Incorporation and Bylaws of the Community Organization against them as members of the Community Organization. In the event that any such dues or charges remain unpaid to the community organization for a period of sixty (60) days after the due date, then, by recording a notice of claim of lien in the public records, the Community Organization may claim and shall have a lien against the Lot to which the membership is appurtenant for the amount of delinquent dues and charges together with interest at the rate of twelve percent (12%) per annum from the date due until paid and attorneys' fees as herein provided. From and after recording such notice, and not prior to such recording, the Lot to which the membership is appurtenant shall be subject to a lien to the Community Organization as security for all unpaid dues and charges in the amount designated therein with interest and attorneys' fees, together with all future unpaid dues and charges accrued until the Community Organization records a release of its claim of lien. The lien herein granted to the Community Organization shall be subordinate to the lien of any bona fide mortgage or deed of trust given for value recorded prior to the recording of the notice of claim of lien. A release of a lien shall only release the lien arising because of recording the notice of claim of lien but shall not release rights under this Article to file a subsequent notice of claim of lien, and the Community Organization have the right to assert a lien for subsequent delinquencies after any lien release. The lien may be foreclosed in the manner of a mortgage of real property and in such foreclosure action, the Community Organization shall recover a reasonable sum as attorneys' fees therein and the reasonable and necessary costs and expenses incurred incident to such action. Notwithstanding any provisions hereof appearing to the contrary, the sale or transfer of title to a Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien created hereby for any unpaid dues and charges which became due prior to such sale or transfer; provided that no sale or transfer shall relieve such Lot from a lien for dues and charges thereafter becoming due and provided further that "mortgage" as used in this sentence means a mortgage, deed of trust or other security given for a debt which is guaranteed by the Veterans Administration or insured by the Federal Housing Administration as agencies of the United States government.

#### **ARTICLE G: Application and Enforcement**

**Section I. Effect.** The covenants, restrictions, easements, rights, liens, and encumbrances herein provided for shall be covenants running with the land and shall be binding upon the Subdivision and any and all parts thereof, the parties in interest thereto and their heirs, assigns, personal representatives and successors in interest. Accepting an interest in and to any portion of the Subdivision shall constitute an agreement by any person, firm or corporation accepting such interest, that they and each of them shall be bound by and subject to the provisions hereof.

**Section 2. Severability.** In the event that any provision hereof shall be declared to be invalid by any court of competent jurisdiction, no other provision shall be affected thereby and the remaining provisions shall remain in full force and effect. No waiver of the breach of any provision hereof shall constitute a waiver of a subsequent breach of the same provision or of any other provision. No right of action shall accrue for or on account of the failure of any person to exercise any right hereunder nor for seeking to enforce any provision, condition, restriction or covenant which may be determined to be unenforceable.

**Section 3. Enforcement.** The parties in interest in and to any part of the Subdivision and the Community Organization, for the benefit of the owners of the Subdivision, and each of them shall have the right and authority to enforce the provisions hereof and, in addition to any other remedy for damages or otherwise, shall have the right to injunctive relief. The prevailing party in any action to enforce any provision hereof shall recover a reasonable sum as attorneys' fees together with all reasonable and necessary costs and expenses incurred incident to such which sums shall be paid by the unsuccessful party.

**ARTICLE H: Amendment of Use Restrictions.**

Articles B, C, and D of this instrument which relate to use of the Lots in the Subdivision may be amended and changed from time to time by the written consent of the owners of not less than 60% of all of the Lots in all of the Subdivision. For the purpose of amendment, consent to an amendment by an owner shall be binding and irrevocable upon the owner of a Lot and any successors to the owner for a period of six months after it is given for the purpose of calculating the percentage required for adoption of the consent. Consents required under this Section shall be delivered to the Community Organization which shall tabulate them. Its determination of the sufficiency of the consent shall be conclusive, and an amendment to Articles B, C and D shall be effective when a written Notice of Amendment signed and acknowledged by the president and secretary of the Community Organization is recorded in King County, Washington, stating that the requisite consent has been obtained and setting forth the amendment in its entirety. This right of amendment is in addition to the right of amendment provided in Paragraph 1, Section 1 of Article A.

EXECUTED this 1st day of June 2005.

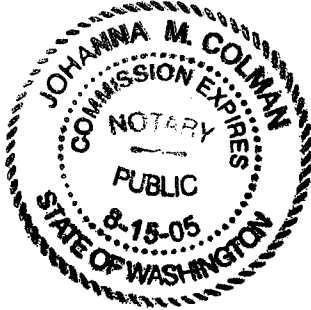
SCHNEIDER HOMES, INC.

By Gerald E. Schneider  
Gerald E. Schneider, President

State of Washington  
County of King

I certify that I know or have satisfactory evidence that **GERALD E. SCHNEIDER** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the president of **SCHNEIDER HOMES, INC.**, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

DATED: 6/1 2005.



Johanna M. Colman  
Notary Public  
My appointment expires: 8/15/05