

WHEN RECORDED RETURN TO:
William H. Finkbeiner
12011 Bel-Red Rd. #206
Bellevue, WA 98005-2460

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DECLARATION OF PROTECTIVE COVENANTS
FOR RAINIER SHADOWS 2, PHASE 2

WHEREAS, Finkbeiner Development, Inc., a corporation (herein referred to as Declarant), is the owner of certain real property in King County, Washington, including the property platted as Rainier Shadows 2, Phase 2 according to the plat thereof recorded at Volume 170 of Plats, pages 45 through 49, under Recording No. 9409200196 in King County, Washington, and desires to establish a plan of private subdivision for such properties. In order to provide for land use restrictions as a part of such plan, Declarant does hereby declare and establish the following restrictions, covenants and easements appurtenant:

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ARTICLE A
Definitions

Section 1. Definitions. As used herein:

1. The word "Plat" shall refer to the Plat of Rainier Shadows 2, Phase 2 thereof, any recorded plat, replat, plats or replats of all and any other plat of real property which may hereafter be made subject to the provisions hereof by written instrument signed by Declarant as provided in Section 4, of Article G.
2. The word "Lot" shall refer to a lot as shown on the Plat as defined hereby but shall not include a parcel designated as "tract" on the Plat.
3. The word "Subdivision" shall refer to the real property included within the Plat as defined hereby.
4. The words "Community Organization" shall refer to the Rainier Shadows Homeowners Association, a nonprofit corporation formed 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 provided in Article C.

ARTICLE B

Building and Land Use Restrictions

Section 1. Improvements. No dwelling, residence, outbuilding, fence, wall, building, pool or other structure or other improvement shall be erected, altered, placed or maintained on any Lot unless it shall comply with the following:

(a) Prior to placing any such structure or making any such improvement on the Lot, the plans and specifications for the structure or improvement and a request for approval shall be submitted to and approved by the Committee as provided in Article C. When constructed or placed on the Lot the structure or improvement shall substantially conform to the plans and specifications as approved by the Committee.

(b) Prior to making any change or alteration to the external appearance of any improvement on a Lot, plans and specifications for the alteration and change shall be submitted to and approved by the Committee as provided in Article C. When made the changes or alteration shall substantially conform to the plans and specifications as approved by the Committee.

(c) Once started the work of constructing, altering, repairing or reconstructing any structure or improvement on all Lots shall be diligently prosecuted until completion thereof and in any event the exterior of the structure shall be completed and finished within six months after the work first commences.

(d) All buildings and improvements on a Lot shall be of permanent construction, and no temporary structure, trailer, mobile home, tent, garage, outbuilding or other similar device shall be placed on any Lot, except with the permission of the Committee incident to and during the construction of the first permanent improvement on the Lot.

(e) No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot except for on (1) detached single family dwelling not to exceed two (2) stories in height above its lowest externally visible point where the highest reasonable finish grade of the Lot is next to the dwelling and except for permitted accessory buildings.

(f) Accessory buildings which are appurtenant to the use of an existing permanent residential building shall be permitted on a Lot, which permitted accessory buildings shall include, without limitation, garages, greenhouses, playhouses, toolshed, woodsheds, doghouses and gazebos. No permitted accessory building shall be placed on a Lot unless it has been first approved as to the design and location on the Lot by the Committee. The Committee may refuse to approve a permitted accessory building 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

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side or rear yard behind the front of the house. The Committee shall not be bound by the guidelines, but may exercise its discretion in that respect.

(g) All structures and improvements shall comply with the King County Code setback requirements, as amended from time to time, provided that nothing herein shall require removal of a building originally placed in conformity with such Code because of change in the Code.

(h) No fence, wall, hedge or mass plantings shall be permitted on a Lot to extend nearer to any street that is a building permitted under paragraph (g) of this Section 1, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two (2) feet above the finished grade, (ii) maintenance of decorative rail fences installed by the Declarant or (iii) other decorative walls, fences and hedges which do not exceed three (3) feet in height and which have been approved by the Committee as to appearance prior to installation. No fence, wall, hedge or mass planting shall at any time, where permitted, extend higher than six (6) feet above the ground. No chain-link fence shall be permitted on a Lot unless approved pursuant to Section 6 of Article C. A chain-link fence shall be permitted on those lots as approved by King County under the approved roadway and storm drainage construction plans for the Plat.

(i) No exterior aerials, antennas or microwave receivers (dishes) for television or other purposes shall be permitted on any Lot.

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

Section 2. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that other usual household pets such as dogs, cats and birds may be kept, provided that they are not kept, bred or maintained for commercial purposes and do not become a nuisance.

Section 3. Signs. No sign of any kind shall be displayed to the public view in the Subdivision except entry signs identifying the neighborhood, one professional sign of not more than one square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, and signs used by the Declarant during the initial selling of Lots and by the builder of the first residence on a Lot to advertise and identify the property during the construction and sales period.

Section 4. Nuisances. No Lot shall be used or maintained as a dumping ground for rubbish; and trash, garbage or other waste shall not be kept in the Subdivision except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and out of sight. Nothing shall be done in the Subdivision which may become a nuisance

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to the neighborhood.

Section 5. Businesses. No trade, craft business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind which shall constitute an annoyance to the neighborhood, the evidence of which shall be visible from the exterior of the building on the Lot or which shall increase traffic beyond usual residential volumes in the Subdivision, shall be conducted or carried on upon any Lot or within any building located in this Subdivision.

Section 6. Storage. No goods, equipment, vehicles (including busses, boats, motor homes, and trailers of any description) materials or supplies which are intended for use for nonbusiness purposes or in connection with any trade business or service wherever the same may be conducted, shall be kept, stored, dismantled or repaired outside of any building, approved fence or permitted accessory building on any Lot or on the street adjacent to a Lot.

Section 7. Firearms and Related Activity. No firearms, whether for purposes of hunting or target practice, shall be discharged within the Subdivision.

ARTICLE C

Architectural Control

Section 1. The Committee. The directors of the Community Organization shall comprise the Architectural Control Committee herein referred to. The address of the Committee shall be the registered office of the Community Organization.

Section 2. Submission of Plans. All plans and specifications or information required to be submitted to the Committee for approvals 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: The location of the structure upon the Lot, the elevation of the structure with reference to the existing and finished lot grade, the general design, the exterior finish materials and color including roof materials, the landscape plan, and such other information as may be required to determine whether such structure conforms with these restrictions.

Section 3. Standards. The Committee shall 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 attractive development of the Subdivision, which authority shall include but not be limited to the height, configuration, design and appearance of the dwelling and fences, walls, mass plantings, 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.

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(a) Minimum Dwelling Size: No dwelling shall be erected which has fully enclosed floor area (exclusive of any porch, patio, garage or other accessory building, whether or not attached to such dwelling) of less than 1500 sq. ft. for 1-story homes and not less than 1650 sq. ft. for 2-story homes.

(b) Minimum size requirements of this Section may be waived by the Committee as provided herein, if a proposed dwelling possesses other features that, in the Committee's opinion, will serve to maintain the quality of the neighborhood.

(c) Building Materials: All homes constructed on each lot shall be built of new materials, with the exception of decor items such as used brick, weathered planking, and similar items. The determination of the Architectural Control Committee is to be rendered as to whether a used material is a decor item or not. All roofs are to be constructed out of wood shake. All visible masonry shall be native in stone, brick, or stucco. All exterior materials are to be approved by the Architectural Control Committee.

Section 4. Approval or Disapproval. Within thirty 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 or disapproval of a request shall be made upon one of the copies thereof and returned to the address shown on the request. In the event that no disapproval of a request is given within thirty days of submission in compliance herewith, the request shall be deemed approved. Any waiver of minimum house size per Section 3 item 3b must be unanimously agreed to by all committee directors.

Section 5. Advisors. The Committee may appoint advisors or advisory committees from time to time 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 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.

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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 within one year after occupancy of the residential building on the Lot, the remainder of the Lot shall be landscaped; provided that 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 thirty 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.

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. The obligation to maintain landscaping shall extend into the public right of way along each Lot which has been or is required to have been landscaped to the sidewalk or street curb in front of and side of the Lot, as applicable.

ARTICLE E

Easements and Open Space

Section 1. Easements. As shown on the Plat, easements for construction, repair, replacement, reconstruction and maintenance of utilities and drainage facilities are hereby created and established over, across and under the ten feet in width of the portion of each Lot abutting a street. The 2.5 feet in width of the portion of each Lot abutting a lot line which is common with another Lot is hereby provided as an easement for the purpose of providing for storm drainage as may be required. No structure, planting or other material which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through the drainage channels in the easements, shall be placed or permitted to remain within any of these easements. The portions of these easements on each Lot shall be maintained by the owner of the Lot, except for those improvements within the easements the maintenance for which a public authority or utility company is responsible. The area shown as "Sanitary Sewer Easement" on the face of the Plat are easements created for the benefit of the municipality which provides sanitary sewer service to the lots for the purpose of installing, maintaining, repairing, reconstructing and replacing a system of sanitary services with appurtenances. The areas shown as "Water Easement" on the face of the Plat are easements created for the benefit of the municipality which provides domestic water service to the Lots for the purpose of installing, maintaining, repairing, reconstructing and replacing a system of

water pipes, valves, connectors, appurtenances and equipment. The Native Growth Protection easements on the face of the Plat are created for the purpose of preserving the natural vegetation for all purposes that benefit the public health, safety and welfare including control of surface water and erosion maintenance of slope stability, visual and aural buffering, and all trees and vegetation must be left undisturbed within the easement. The vegetation within the easement may not be cut, pruned, covered by fill, removed or damaged without the express permission in writing from King County Building and Land Development Division or its successor agency. The other easements established hereby are created for the benefit of the municipalities and public utilities furnishing utilities and for the benefit of the Community Organization.

Section 2. Open Space. Declarant shall cause Tracts D, X, Y & Z of the plat of Rainier Shadows 2, Phase 2 to be quit claimed and conveyed to the Community Organization. Such Tracts shall not be used for any other purpose than as identified on the recorded plat with the applicable regulations of King County in effect from time to time and for recreational use by the owners and residents of Lots. No improvements which shall be inconsistent with recreational use shall be made to any such Tract, and no business or commercial activity shall be conducted from or on any Tract. The community organization shall maintain all improvements including fencing and landscaping which may be made to such Tracts and may remove, alter, reconstruct, develop and change any improvements consistent with the use restrictions contained in this Section and landscaping to such Tracts. Declarant reserves the right to make any improvements to any portions of such Tract at Declarant's cost, provided that such improvements shall be consistent with the use restrictions contained in this section. The Community Organization shall maintain all improvements consistent with the use restriction contained in this section and landscaping to such tracts. Tract D shall be subject to a Native Growth Protection Easement (NGPE) as set forth on the Plat. Tract D shall be quit claimed and conveyed to the Community Organization and shall be maintained in its natural condition in accordance with the restrictions of the Native Growth Protection Easement.

ARTICLE F

Liens

Section 1. Community Organization Membership. There shall be one membership in the Community Organization for each Lot in the Subdivisions subject hereto and no more. The fee title owner of each Lot which is not subject to a recorded contract for purchase and sale of the Lot or the holder of the vendee's interest under a recorded contract for purchase and sale of each Lot shall hold a membership in the Community Organization. Such membership shall be appurtenant to and not severable from such fee ownership or vendee's interest and shall transfer with the transfer of the fee title or vendee's interest without further action on the part of the Community Organization or its several members. Membership shall stand in the name or names of the persons or parties who have such interests from time to time as they may appear in the public record.

Section 2. Lien. In order to provide for the proper operation of the Community Organization and the maintenance and improvement of any property and property interest which the Community Organization acquires for the benefit of the Lots, each grantee and vendee of Lots, their heirs, successors and assigns shall and do, by the act of accepting a deed or entering into a contract of sale 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 with the exception of the Declarant who shall not be charged any dues for a period of 12 months commencing upon the first day following recordation of the sale of the first lots in Rainier Shadows 2, Phase 2. In the event that any such dues or charges remain unpaid to the Community Organization for a period of sixty days after the due date, then the Community Organization may place a written notice of public record in King County, Washington, that the Community Organization claims 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 per annum from the date due until paid and attorney's 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 lien arising because of the notice is released by the Community Organization. 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 the notice but not rights under this Article to file a subsequent notice of claim of lien for subsequent delinquencies after a notice is released. Such lien may be foreclosed in the manner of a mortgage or 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 of searching and abstracting the public record. 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 only 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.

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ARTICLE G

Application and Enforcement

Section 1. 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 provision. No right of action shall accrue for or on account of the failure of any person to exercise any right hereunder nor for imposing any provision, condition, restriction or covenant which may 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 the reasonable costs of searching and abstracting the public record which sums shall be paid by the unsuccessful party.

Section 4. Additional Property. In addition to the real property which is platted as Rainier Shadows 2, Phase 2, from time to time but not after December 31, 1997, the Declarant, Finkbeiner Development, Inc., may subject all or any portions of the herein legally described property known as: (the N.E. quarter of the N.E. quarter, Section 9, Township 21 N, Range 5 E, W.M. in King County, Washington. Except the North 30 feet as dedicated to King County for right-of-way. Together with the South half of the S.E. quarter of Section 4, Township 21 North, Range 5 E, W.M. in King County, Washington), to the provisions of this instrument.

ARTICLE H

Amendment

Section 1. Amendment of Use Restrictions. Articles B, C and D of this instrument or any of them which relate to use of the Lots in the Subdivision may be amended and changed by the written consent of the owners of the fee title (in the case title is subject to a real estate contract, the vendees under the real estate contract shall

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be deemed to be owners of the fee title) of not less than sixty (60%) of all of the Lots in all of the Subdivisions which have been made subject to the provisions of this Declaration. For the purpose of amendment consent to an amendment by a fee owner shall be binding upon the owner and of any successors to the fee title 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 or any of them 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.

Section 2. Amendment to Easements. Each of the easements created in Article E are for the benefit of the particular Lots affected thereby and for the benefit of the municipalities and utilities providing utility services to the Lots in the Subdivisions. No changes or amendments may be made to any utility easement set forth in Article E without the written consent of any user thereof.

EXECUTED this 31st day of Oct., 1994

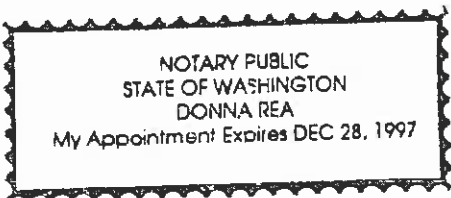
FINKBEINER DEVELOPMENT, INC.

By William H. Finkbeiner

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this 31st day of October, 1994, before me personally appeared William H. Finkbeiner to me known to be the President of Finkbeiner Development, Inc., the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year above written.



Donna Rea
NOTARY PUBLIC in and for the State of Washington,
residing at Issaquah

Return Address:

ROBERT G. DODGE
LAW OFFICES OF ROBERT G. DODGE, PLLC
POST OFFICE BOX 262
WENATCHEE, WA 98807-0262



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KING COUNTY, WA

Information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 & RCW 65.04, is not to be relied upon for any other purpose and shall not affect the intent of or any warranty contained in the document itself.

Declarant: Willow Park Homeowner's Association

Related Document and Reference Number: Declaration of Protective Covenants for Rainier Shadows 2, Phase 2, recorded November 3, 1994, under King County Auditor's recording number 9411031756

Abbreviated Legal Description: Rainier Shadows 2, Phase 2 according to the plat thereof recorded at Volume 170 of Plats, pages 45 through 49, under Recording Number 9409200196 in King County, Washington.

Complete or Additional Legal Description on Page 1 of Document.

Assessor's Parcel Numbers: 713797-0010 through 713797-0380

**FIRST AMENDMENT TO PROTECTIVE COVENANTS FOR RAINIER SHADOWS
2, PHASE 2 (A/K/A "WILLOW PARK")**

RECITALS

1. This First Amendment to Protective Covenants for Rainier Shadows 2, Phase 2 (a/k/a "Willow Park") (hereinafter "First Amendment") applies to the real property situated in King County, Washington, which was platted as Rainier Shadows 2, Phase 2, according to the Plat thereof filed for record on November 3, 1994, under King County Auditor's recording number 9409200196, and recorded in Volume 170 of Plats, Pages 45 through 49, records of King County.

2. The residential subdivision platted as Rainier Shadows 2, Phase 2, was subsequently combined with other platted real property and renamed "Willow Park."

3. This First Amendment amends the Declaration of Protective Covenants for Rainier Shadows 2, Phase 2, which was recorded on November 3, 1994, under King County Auditor's recording number 9411031756.

4. Upon the requisite approval by a 60% vote of lot owners as called for under Section 1 ("Amendment of Use Restrictions") of Article H ("Amendment") of the Declaration, the Declaration was duly amended as follows:

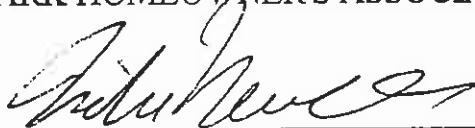
AMENDMENT

1. SubParagraph © ("Building Materials") of Section 3 ("Standards") of Article C ("Architectural Control") of the Declaration is hereby amended to read as follows:

All homes constructed on each lot shall be built of new materials, with the exception of decor items such as used brick, weather planking, and similar items. The determination of the Architectural Control Committee is to be rendered as to whether a used material is a decor item or not. All roofs installed from and after the date of this First Amendment, whether new construction or remodel, are to be constructed using one of the following approved roofing materials: cedar roof shakes or minimum 40-year guaranteed composite materials consisting of asphalt or rubber material. Roof colors will be of brown or gray tones. All visible masonry shall be native in stone, brick, or stucco. All exterior materials are to be approved by the Architectural Control Committee.

IN WITNESS WHEREOF the undersigned has caused this First Amendment to Protective Covenants for Rainier Shadows 2, Phase 2 (a/k/a "Willow Park") to be executed this 12 day of July, 2006.

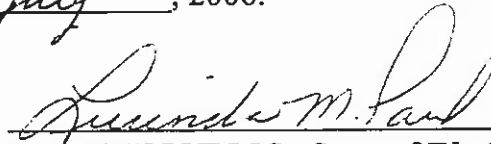
WILLOW PARK HOMEOWNER'S ASSOCIATION

By: 
Mike Newell
Its: President

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Mike Newell 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 Willow Park Homeowners Association to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 12 day of July, 2006.



NOTARY PUBLIC, State of Washington
My appointment expires: 1/9/2009

