

Aspenwood Estates Improvement Association

P.O. Box 2848
Woodinville, WA 98072

Dear New Neighbor,

Welcome to Aspenwood! We are fortunate to have families of all ages, people who are willing to get involved and, most of all, families that are interested in being friends and good neighbors.

Aspenwood Estates Improvement Association has an active Board of Directors. As a result, many positive things are happening that help keep our neighborhood functioning in a harmonious fashion:

- Annual meeting of residents
- A disaster preparedness plan (see survey form enclosed to be part of the plan)
- The neighborhood directory (delivered with this letter; insure your listing by completing the enclosed form; new directory published each fall)
- An annual newsletter (submit ideas for the newsletter to the Board)
- An active women's Bunco group (monthly dinner, the game of Bunco and conversation)
- Women's Book Club
- Playgroup for parents and preschool children
- Annual neighborhood garage sale (generally held in the spring)

These events are dependent upon volunteers who plan and organize each event. Contact persons for many of the events are listed in the front of the neighborhood directory. You may also contact one of the board members listed below if you need additional information or are interested in helping in any way. We welcome ideas for additional events or groups. Please refer to your neighborhood directory for phone numbers and e-mail addresses of the Board members.

Our annual meeting is held each spring and special meetings may be called throughout the year. We encourage you to attend these meetings so that you are informed. All residents are notified in writing of the meeting date. A financial statement is available to all homeowners each year and is generally distributed at, or prior to, our annual meeting. Payment of your annual Homeowner's Association Dues is required prior to participation in the meetings.

Your Homeowner's Association Dues were prorated in escrow and should have been paid for the current year at closing. For the upcoming year, a statement will be sent to you each December, and dues are payable in January.

Most importantly, you should have received a copy of the Aspenwood Bylaws and CC&R's from your realtor or escrow company. They may be attached to, or with, your title report. If you did not receive a copy of these very important documents and/or would like a copy of any "Rules & Regulations" adopted by the Board governing the neighborhood, please contact the Association President. Signing documents at closing of your home purchase makes you responsible for receipt and knowledge of the rules that govern our neighborhood. Please take time to thoroughly review these documents and be aware that the majority of changes to your property require PRIOR APPROVAL of the Board. Submit requests to the address above.

Again, welcome to the neighborhood. All board members are listed in the directory. Please e-mail if you have questions. We look forward to meeting you in the near future and hope that you will choose to be involved in this fine community.

Sincerely,

Aspenwood Estates Improvement
Association Board

		2020 Projection	
Projected Beginning Balance 1/1/2020		\$	23,127.13
2019 Dues @ \$400.00		\$	38,400.00
Late Fees & Liens			
Title Transfer Fees			
Directory Advertising		\$	400.00
		\$	61,927.13
Expenses - recurring			
Block Party Expenses			500.00
Insurance			2,100.00
Landscape Maintenance Monthly			17,160.00
License Fee			60.00
Office Expenses			200.00
Postage and Delivery			100.00
Accounting			750.00
Security Patrol			3,000.00
Website Fees			1,000.00
Rental Expense PO Box			150.00
Maintenance & Repairs			500.00
Gas and Electric			350.00
Water			3,000.00
Directory			400.00
Holiday Lighting			500.00
Legal Fees			500.00
King County Taxes			25.00
Welcome Baskets			250.00
Total Recurring			30,545.00
Non-recurring			
Sprinkler replacement			3,000.00
Lanscaping			1,000.00
Speed sign			4,000.00
Jose Holiday Bonus			250.00
Mailbox painting			200.00
Total Non-recurring			8,450.00
Emergency Fund			10,000.00
Entry Sign replace fund			1,000.00
Projected Reserve Funds 12/31/2020			11,000.00
Projected bank balance 12/31/20			22,932.13

2017

Beginning Balance 1/1/2017	\$ 25,403.44
Dues Invoiced 2017	
2017 Payments Rec'd	\$ 28,150.00
Late Fees Collected	\$ 1,500.00
Other (Escrow fee)	\$ 40.00
Directory Advertising	\$ 100.00
	\$ 55,193.44
Expenses - recurring	
Block Party Expenses	
Insurance	2,082.00
Landscape Maintenance	19,636.31
License Fee	
Office Expenses	238.65
Postage and Delivery	107.80
Accounting	470.00
Security Patrol	2,790.00
Website Fees	350.00
Rental Expense	130.00
Maintenance & Repairs	356.87
Gas and Electric	303.30
Water	2,941.39
Directory	
Christmas Lighting	258.37
Legal Fees	
King County Taxes	23.10
By Laws	150.33
Total Recurring	29,838.12
Non-recurring	
Landscape/Tree replacement	558.70
Sprinkler Repair	2,922.00
Traffic Sign	716.81
Total non-recurring	4,197.51
Emergency Fund	10,000.00
Ending bank funds 12/31/17	21,157.81
Ending Bank Balance 12/31/17	21,157.81

Jan - Nov 30, 2018

Beginning Balance 1/1/2018	\$ 21,157.81
2017 Dues Received	\$ 650.00
2017 Late Fee Received in 2018	\$ 700.00
Dues Invoiced 2018	
2018 Payments received	\$ 28,200.00
Late Fees & Liens	\$ 100.00
Title Transfer Fees	\$ 180.00
Mailbox Reimbursement	\$ 4,874.59
Directory Advertising	\$ 300.00
	\$ 56,162.40
Expenses - recurring	
Block Party Expenses	
Insurance	2,092.00
Landscape Maintenance	17,545.04
License Fee	60.00
Office Expenses	100.01
Postage and Delivery	89.00
Accounting	920.00
Security Patrol	3,150.00
Website Fees	690.00
Rental Expense	147.00
Maintenance & Repairs (backflow test)	40.00
Gas and Electric	304.93
Water	3,490.99
Directory	435.79
Holiday Lighting	
Legal Fees	121.50
King County Taxes	23.21
By Laws	105.00
Total Recurring	29,314.47
Non-recurring	
Mailbox Repair	5,274.50
Pressure Wash Entry - April	1,000.00
New Front Entry Lighting	2,074.50
Pressure Wash Entry - Aug	500.00
Gift Baskets for New Residents	19.64
Total Non-recurring	8,868.64
Emergency Fund	10,000.00
Projected bank balance 11/30/2018	17,979.29

2019 Projection

Projected Beginning Balance 1/1/2019	\$ 17,979.29
2019 Dues	\$ 28,800.00
Late Fees & Liens	
Title Transfer Fees	
Directory Advertising	\$ 400.00
	\$ 47,179.29
Expenses - recurring	
Block Party Expenses	500.00
Insurance	2,100.00
Landscape Maintenance Monthly	17,160.00
License Fee	60.00
Office Expenses	200.00
Postage and Delivery	100.00
Accounting	750.00
Security Patrol	3,000.00
Website Fees	1,000.00
Rental Expense PO Box	150.00
Maintenance & Repairs	500.00
Gas and Electric	350.00
Water	3,000.00
Directory	400.00
Holiday Lighting	500.00
Legal Fees	500.00
King County Taxes	25.00
Welcome Baskets	250.00
Total Recurring	30,545.00
Non-recurring	
Sprinkler replacement	3,000.00
Lanscaping	1,000.00
Speed sign	4,000.00
Jose Holiday Bonus	250.00
Entry Sign repair replace	1,000.00
Mailbox painting	200.00
Total Non-recurring	9,450.00
Emergency Fund	10,000.00
Snow Plowing	(3,051.00)
Projected Emergency funds 12/31/2019	6,949.00
Projected bank balance 12/31/19	7,184.29

Aspenwood HOA Board Meeting June 25th 2020

Attendees

Darren Pryke
Gaye Lukrofka
Ashley Duppong
Ann Ashford
John Lukas

1. TRC1 – Request from resident clear TR1.

Outcome-

- Completed - Seeded, cut and maintained

2. Entrance updates and landscape – replacing plants at the entrance.

Outcome –

- Had the sign repaired with and estimated life of 10 years. The new sign will cost about \$10,000
- Adding two additional light posts and moving the original light post. The bulbs were also changed out for brighter ones. - Completed
- Jose still to trim the tree at the entrance - Completed
- Replacing the dead rhododendrons – end summer/fall to complete and ensure irrigation is working correctly.

3. Create a contract for landscape for Jose for renewal next year. Renewal year starts April 2020.

Outcome- Gaye still working on contract.

4. Summer neighborhood parties;

Outcome: Due to COVID forgoing any 4th of July party. We will reassess at the end of the summer for the neighborhood party. Budget agreed to be assigned for, and Ashley to co-ordinate on feasibility of;

- I. End of summer neighborhood party to be end of August 2020. To coordinate with Aspenglen.
- II. To plan for 4th of July 2020

5. Second speed sign - location discussed.

Outcome: John needs David Lee's contact information.

6. Letter to Lot 77 with tarp.

Outcome: Secretary to send additional letter asking for the time of completion. If they do not notify us of the date of installation, we will be serving a fine within 30 days. Also, ask permission from ACC board for material and color.

7. Letter to house with yard deferred maintenance Lot 76

Outcome: right a third letter via email as the only address on file is the site address where there are tenants.

8. Next Meeting 9/17/2020

9. Website

Outcome – to add lot number to directory and enable Venmo. Speak with David about website fees. Needs to be updated with meeting minutes. Ensure all links are working properly.

10. Rob Price – Working with Jose to stake and stand all the fallen trees along the entrance. To be replaced with brick wall eventually.

ACC Items

11. Letter to Lot 14 regarding maintenance of grass and completing of project of installation of pathway.

Outcome – Secretary to send second letter with specific instruction to correcting pathway. Review with Jeff for specific instructions. Waiting on verbiage from ACC

2019 HOA Meeting 4/18/2019 7:37pm – 9:26pm

Attendance: See Sign in

Agenda:

Review CCRs –

Review New Website- additional cost and new platform.

Sprinkler System- repairs to left side and replace plants that died.

Entrance Updated – Added new streetlamp at entrance.

Police Patrols – split cost for patrols with Saybrook.

Snow Plowing – We arranged for snow plowing and the amount spent was \$3,051. Came out of emergency fund

Animals – bears and large cats, what to avoid – feeders, and garbage.

Facebook Page – created a new admin.

Security Cameras - encourage security cameras for personal residence. Add verbiage no trespassing.

Tree Remover – 2 reports from arborist, along with written request, forever tree cut add a tree.

Fence Request – adding vegetation to hide fence.

Solar Panels – RCW -64.38.055, new policy in regard to solar panel use, cosmetic concerns.

Approve for new landscaping – as in non-conforming change in front or in view of other neighbors.

Budget – review balance, review landscape budget, emergency balance, adding new speed sign, new late fee, during the discussing of the budget the participating members preferred an increase in due to increase \$100. With no objections.

Emergency Preparedness – rotate food and water, provide preparedness list, car, and house.

Nonprofit hours for directory delivery asking for volunteers for the delivery of the directory.

Annual party – 4th of July party.

Aspenwood CC&R's

Quick Reference

Dear Neighbors:

Your Homeowners Association board is here to serve the community and provide a forum to help the neighborhood maintain our property according to the CC&R's that govern our Aspenwood community. We have had several inquiries over the past 6 months, and the board wanted to provide a quick reference on the CC&R's. When you have a chance, Please take time over the next month to refresh yourselves on our CC&R's which can be downloaded from our Aspenwood web site at <http://aspenwood-estates.org/default.php> . If you have any questions, or need a copy of the CC&R's emailed to you, please feel free to email the board at: board@aspenwood-estates.org

As a reference when reviewing the CC&R document:

Most Popular Rules and Regulations Referenced "Article 3. Construction and Use of Lots"

3.4.16 - Tree Cutting

3.5 - Roofs/Siding Minimum Standard Materials

3.4.4 - Garages and Parking (RV's)

3.4.13 - Fences

3.4.18 - Yard Lamps

3.2 - Submission and Approval of Plans

3.2.4 - No Alteration without Approval

3.4.2 - Maintenance and Building of Lots

3.4.6 - Animals

3.4.7 - Temporary Structures

3.4.9 - Radio and TV Aerials

3.4.10 - Trash Containers and Debris

3.4.11 - Offensive Activity

3.4.20 - Driveways

3.4.21 - Landscaping

Thank You for helping to keep our neighborhood beautiful for all home owners now and in the future.

In your service,

Aspenwood Estates Home Owners Association Board.

board@aspenwood-estates.org

January 4, 2010
ASPENWOOD ESTATES IMPROVEMENT ASSOCIATION
P.O. Box 2848
Woodinville, WA 98072

<Official Aspenwood Voting Packet>

Dear Aspenwood Homeowner,

We hope that this letter finds you having a fantastic winter! At our April 2009 Annual Homeowner's Association Meeting you talked; we listened and took action. For the last several years the Board has taken note of the various requests to change the CC&Rs to allow for alternative roofing materials beyond Cedar Shake and Ceramic Tile, which are currently the materials our CC&Rs allow. We have also heard the requests to maintain the CC&Rs as-is in order to keep the look and feel consistent among the homes in the neighborhood. The Board has taken all of your requests/concerns into consideration and given the age of the majority of our roofs and the higher quality alternative materials now available - we have decided to move forward with proposing a change to our CC&Rs. The Board has carefully created the proposal below that will hopefully address the concerns of all homeowners. In order to approve a change to our CC&Rs the Board has to acquire YES votes from 2/3 of homeowners, so your vote is very important.

In this packet you will find:

- **Page 1: Detailed explanation of our objectives, current and proposed CC&R change, and project plan**
- **Page 2: Roofing Material Description and Examples**
- **Page 3: Voting Ballot (preaddressed and stamped envelope provided) Due By January 25th, 2010**

Objectives: In order to address the needs and concerns of all homeowners The Board used the following objectives as guidance when making the proposed change to the CC&Rs.

- Maintain the quality and consistent appearance of the homes in the neighborhood
- Allow homeowners to have more variety in roofing styles to match their home design
- Provide homeowners with alternative materials to Cedar Shake and Ceramic Tile that have a much longer lifespan and therefore are more cost effective in the long run (the average Cedar Shake roof is estimated to have a 15-20 year lifespan, for example, and the composite materials we are considering have an estimated lifespan of up to 50 years)
- Ensure we are always considering the feedback of the homeowners

Please read further to view the proposed change.

Proposed CC&R Change: The following outlines the CC&R roofing policy as of November 2009, followed by the exact verbiage that is proposed for the new CC&R policy that would take effect in March 2010.

- Current CC&R Roofing Policy:

Section 3.5 Minimum Standard Materials. In addition to the foregoing standards for improvement of lots within Aspenwood, and in addition to any other minimum standards which the Architectural Control Committee may hereafter establish, all structures within Aspenwood shall meet or exceed the following:

Masonry Chimneys - All exterior chimneys shall be constructed of Masonry;

Wooden Windows - All windows shall be constructed of wood components - no metal windows will be accepted;

Shake Roofs - Only shake cedar shingle and concrete tile roofing will be accepted; and,

Siding - All exterior siding shall be of cedar, stucco or brick, or such superior material as is approved by the Architectural Control Committee.

- Proposed CC&R Roofing Policy: (the only change being proposed is in red text below)

Section 3.5 Minimum Standard Materials. In addition to the foregoing standards for improvement of lots within Aspenwood, and in addition to any other minimum standards which the Architectural Control Committee may hereafter establish, all structures within Aspenwood shall meet the following: ~~<removed "shall meet or exceed">~~

Masonry Chimneys – All exterior chimneys shall be constructed of Masonry;

Wooden Windows – All windows shall be constructed of wood components – no metal windows will be accepted;

Roofs – Only the following materials will be accepted: Wood shakes, Tile, Slate, Manufactured Slate and Multi Laminated Composite shingles with 3 or more laminations (e.g. CertainTeed Presidential ShakeTL) or equivalent. Wood Shakes must be a natural wood color, and all other shingle types must adhere to brown or grey color tones. Colors such as red, green or black are not allowed. All shingle selections, color and type, must be reviewed and approved by the Aspenwood Homeowners Architectural Control Committee before installation; and,

Siding – All exterior siding shall be of cedar, stucco or brick, or such superior material as is approved by the Architectural Control Committee.

High-level CC&R Proposal Plan: Below you will find a high-level look at our project plan for completing the New Roofing Proposal Project.

Action	Owner	Date
Official roofing proposal packet sent to all homeowners	AHOA	January 4th, 2010
Vote via the enclosed ballot and mail back in the enclosed preaddressed/stamped envelope	ALL Homeowners	DUE by January 25th, 2010
Communicate final decision to homeowners	AHOA	April Annual Meeting 2010

Questions?? If you have any questions regarding this proposal please do not hesitate to contact the board. As we receive questions from homeowners that we feel are relevant to all homeowners we will be adding them to a Frequently Asked Questions (FAQ) section of the Aspenwood website in order to both share the information with others as well as to limit the amount of duplicate calls to the Board.

- Aspenwood Website: www.aspenwood-estates.org
- Aspenwood Board email: board@aspenwood-estates.org
- Main Point of Contact:
 - Carrie Lee - President: home 425.844.8018
 - Jerry Kearns - Treasurer: home 425.788.1558

We are very excited about this proposed change and feel that it is in the best interests of the entire neighborhood for this to be approved. Considering both the beautiful appearance of our neighborhood as well as our pocketbooks is of the utmost importance in today's economy and real estate market. We believe this new CC&R would provide additional value to what Aspenwood currently has today. Thank you very much for your time and please see the additional materials enclosed including the material descriptions and examples as well as your voting ballot. We ask you please use the enclosed ballot and envelope and return to us by **January 25th, 2010**. Please remember that each vote is very important and we thoughtfully ask for your participation in voting! Season's Greetings!

Sincerely,

Aspenwood Home Owners Association

Roofing Materials Information

Material Descriptions: There are 2 companies that have been identified as having products that meet the Aspenwood Board CC&R Standards according to this proposal. Below you will find brief descriptions about each as well as how you can learn more.

- **CertainTeed:** www.certainteed.com/products/roofing
 - *Presidential Shake TL Shingles:* with its sculpted rustic edges, is constructed using three laminated layers of the industry's strongest, most durable materials, making it one of the thickest, toughest and best looking shingles on the market. The beauty of a wood shake with less cost and better performance. It is designed to resist blow off in high wind conditions up to 110-mph. They are composed of a fiber glass mat based. Ceramic-coated mineral granules are tightly embedded in carefully refined, water-resistant asphalt. The laminated pieces are firmly adhered in special tough asphaltic cement. These fiber glass based shingles have self-sealing adhesive applied.
 - For More Information:
 - Sales Support Group: 800.233.8990
 - Website: www.certainteed.com
- **GAF-Elk:** www.gaf.com - click on Residential Roofing under the Roofing section and then click on Shingle Styles and Colors
 - *Grand Canyon:* carefully sculpted shingle tabs combined with a subtle "shadow effect" result in a sophisticated yet rugged design. Grand Canyon's massive, extra-thick shingle tabs are up to 20% thicker, to give your roof the unmatched dimensionality and depth of real wood shakes. Custom-specified, ultra-high performance Micro Weave core provides better protection layer for layer. Class A fire listing from Underwriters Laboratories - the highest rating possible - and safer than wood shakes. Dura Grip adhesive seals each shingle tightly and reduces the risk of shingle blow-off. Shingles are now warranted to withstand up to 130-mph.
 - For More Information:
 - Sales: 951.360.4200
 - Website: www.gaf.com

Local Roofing Companies: please refer to the Aspenwood website Resources section for potential companies.

Photo Examples: Below you will find examples of homes in the Woodinville area that have the products we are considering for this proposal. Please also view the websites above in detail for manufacturer product photos. The homes below are in Saybrook, a nearby neighborhood. To visit these homes so you can view them here are the directions: Woodinville-Duvall Road to Saybrook Dr NE (Left). At the top of hill turn left on NE 166th St. Turn left on 226th Ave NE. There are 8 homes on this street with Presidential TL roofing material.



Official Voting Ballot for Proposed CC&R Change

Please use the below opportunity to vote for the following CC&R roofing policy to take effect in March 2010. The roofing policy is the only CC&R under consideration on this voting ballot. (**The only change being proposed is in red text below**)

Section 3.5 Minimum Standard Materials. In addition to the foregoing standards for improvement of lots within Aspenwood, and in addition to any other minimum standards which the Architectural Control Committee may hereafter establish, all structures within Aspenwood shall meet the following: **<removed "shall meet or exceed">**

Masonry Chimneys – All exterior chimneys shall be constructed of Masonry; **<no change>**

Wooden Windows – All windows shall be constructed of wood components – no metal windows will be accepted; **<no change>**

Roofs – **Only the following materials will be accepted:** Wood shakes, Tile, Slate, Manufactured Slate and Multi Laminated Composite shingles with 3 or more laminations (e.g. CertainTeed Presidential ShakeTL) or equivalent. Wood Shakes must be a natural wood color, and all other shingle types must adhere to brown or grey color tones. Colors such as red, green or black are not allowed. All shingle selections, color and type, must be reviewed and approved by the Aspenwood Homeowners Architectural Control Committee before installation; and,

Siding – All exterior siding shall be of cedar, stucco or brick, or such superior material as is approved by the Architectural Control Committee. **<no change>**

Instructions:

1. Print your name in the available line below
2. Check ONE box for either a YES or a NO vote
3. Sign your name in the available line below
4. Provide your Lot # in the available line below
5. Fold the **ballot ONLY** and send back via the preaddressed and stamped envelope by **January 25th, 2010**
6. Please obtain the remaining documents for your information

I, (please print your name) _____,
am officially placing my vote on the above proposed Aspenwood CC&R Policy Change as the following:

☐ Yes, I approve

☐ No, I reject

(Please sign your name) _____

Lot # _____

Aspenwood Improvement Association – Amendments to Bylaws

Bylaws Amendment #1a – Administrative Rule On Expense Controls

1) The treasurer will prepare an annual budget based on the past year's actual expenses and upon plans for extraordinary expenses such as special projects. The budget will specifically designate amounts for planned expenses such as power, landscaping maintenance, water, postage, copying, website fees, special projects etc.

The budget will also include an allocation for discretionary expenses based upon association history. Discretionary expenses are unplanned and not necessarily budgeted.

The budget requires approval by the board prior to annual dues assessment.

2) One board member may commit to a discretionary expense of not more than \$200, not more than once per month, without prior approval of the board.

3) Discretionary expenses in excess of \$200 require prior approval of the board.

4) The board may approve discretionary expenses not exceeding \$4000.

5) Any discretionary expense exceeding \$4000 requires a majority vote of the association members then entitled to vote or a majority vote of such association members assembled at an association meeting. Such an association meeting will require 30 days notice.

6) Checking signature authority:

- a) Budgeted item, check less than \$1000, one signature required
- b) Discretionary item, check less than \$200, one signature required
- c) Otherwise, two signatures are required

7) Records will be kept by the treasurer for any expense approval requiring approval of more than one board member. Receipts will be submitted and retained for all expenses.

8) Approval by the board will be defined as a majority of the board members then entitled to vote.

Bylaws Amendment #2a – Restrictions on Common Area Development

- 1) The board will be empowered to make landscaping improvements, or improvements in the interest of safety without prior approval of the association. However, no improvements will be made to any common area for the purposes of “recreation” without approval of the association as defined below.
- 2) A improvement for the purposes of “recreation” include but are not limited to those requiring grading, installation of utilities, sidewalks, trails, play equipment, construction of fences, buildings, tennis courts, or riding stables.
- 3) A complete proposal must be submitted to the board prior to any approval by the association. The proposal would describe the expenses which would be incurred if the plan were to be approved and the proposed sources funding, including donations or special assessments. Anticipated costs such as obtaining permits, design, construction, materials, equipment, installation, landscaping and ongoing maintenance must also be included. The board will have the right to determine if sufficient information has been included prior to submitting to the association for approval. The content will be deemed adequate unless the board, within 60 days of receipt, returns it to the submitting party with a request for additional information.
- 4) Proposals will be submitted to the membership for approval either at an annual meeting, a special meeting or by special mailing. Members will be allowed a review period prior to voting. The review period will be two months, unless the total expense in any calendar year is more than \$4000 or county permits are required. In either case, the review period will be six months. Approval of such proposals will require two-thirds of the members then entitled to vote.

Bylaws Amendment #3a – Drainage System Maintenance

Each year, the board will request confirmation from King County that storm drainage systems within Aspenwood have been checked and maintenance has been completed. This request will be made by September 1 each year to help ensure maintenance has been completed by November 1. The board will keep a record of any such correspondence.

This rule was established to help prevent reoccurrence of flooding in and around Aspenwood.

Bylaws Amendment #4a – Association Website

The board will maintain a website to aid in “getting the word out” as such need arises from time to time. The website will be used to also maintain a list of telephone numbers, addresses and notification preferences so that each lot owner may be contacted expeditiously as may be needed in the manner they prefer.

The website will also be used to provide ready access to association documents such as the CC&Rs, Bylaws, Articles of Incorporation and other important documents. Policies regarding privacy, password access, and other authorized use will be posted on the website. Any changes to these policies will require approval of the board.

The board secretary will serve as the primary website administrator. One additional board member will be appointed as an additional website administrator. This member will have full administration password rights and will be responsible for website administration in the event the secretary is unavailable.

All documents and web content will be backed up to the extent practical using suitable media. This backup will be maintained by the secretary to aid in recovery in the remote case of other data loss.

All use of the website by members will be voluntary.

Bylaws Amendment #5a – Volunteer’s Hold Harmless

The board will exercise due diligence in hiring qualified contractors to perform all work required to maintain landscaping and work on special projects. From time to time it may be more practical to have board members or other association members perform such work as volunteers. Board members will encourage safe working practices such as the use of eye protection or florescent cones around work areas. Reasonable efforts will be made to inform volunteers that all such work is done entirely at their own risk.

Bylaws Amendment 6b

(This amendment is a complete re-write of amendment 6a and is intended to give the board more flexibility and speed in enforcing CC&R violations, particularly those that may be a nuisance after a short time period. This includes situations such as boat storage, or containment of pets.)

Text of amendment:

Actions to enforce CC&Rs will be triggered as a result of a “neighborhood drive-through” involving at least two members of the board, upon other observations, or a complaint from any Aspenwood lot owner. In either event, the board will be guided by the following protocol:

- a) A drive-through will be done at least annually. The preferred order of events are
a) night drive-through to inspect lamp posts, b) daylight drive-through by two board members to view properties, c) a board meeting. This will allow the board to discuss the particulars of potential violations and methods of homeowner notification, prior to any enforcement action.
- b) Enforcement action requires a violation of the recorded CC&Rs, and requires a specific CC&R paragraph to be cited. Decisions will be guided by a “reasonable person’s test,” using discretion in enforcement actions. When actions arise from other observations (rather than the annual drive-through), at least two board members, such as the president and secretary, will agree that cause for enforcement exists.
- c) The board will use the form letter detailed below to communicate CC&R violations to the lot owner. This letter will clearly define the violation, the CC&R paragraph(s) that pertain, and the fine that may be levied. These letters will either be hand delivered (by at least two board members) or delivered by form of mail such that a record of delivery exists (see d, j below).
- d) Certified mail, or any other mail that might require a homeowner to drive to the post office, or would require a homeowner to sign for delivery, should be avoided. Some homeowners feel this is unduly formal, others have learned to simply refuse these letters. USPS “priority mail delivery confirmation” or Federal Express “no signature required” methods should be considered instead. The board may also consider the use of pre-printed letters of the form described below, to be filled out and hand delivered during the drive-through.

- e) The board will strive to protect the confidentiality of the board member or neighbor triggering the enforcement action. This is to avoid issues being misinterpreted as personal, and to preserve goodwill among all neighbors to the extent practical. All letters will be simply signed "Aspenwood Board of Directors."
- f) The board will arrange for a second letter, which will include the special "second notice" language noted in the form letter below, in the event the violation is repeated or not corrected expeditiously. The board (or at least the president and secretary) may decide how quickly this second notice is sent, depending upon the nature of the violation.
- g) The board will stipulate the required timeframe for required compliance in the second letter. However, in no case will fines be levied until issuance of this second letter occurs, followed by failure to comply within this stipulated timeframe. Fines will be automatically applied and invoiced, with no further notice required. Fines may be applied per month or per event as the board so chooses. Such fines will be not less than \$250 per month.
- h) If the homeowner contacts the board, explaining extenuating circumstances, and outlining a plan to remedy the violation, the board will make reasonable accommodations. However, the board will act in a manner that ensures timely compliance with the CC&Rs, on behalf of all other lot owners.
- i) In the event of a persistent violation, the board will consider all legal remedies, including liens applied against the violating lot. Regular communications with the offending lot will be considered.
- j) The secretary will maintain a log of communications sent, compliance actions noted and/or lot owner responses received. This log will note what board members (minimum two) agreed enforcement action was appropriate. This log will be reviewed on an ongoing basis by the secretary and president, and at all scheduled board meetings.
- k) The form letters for CC&R violations are provided below. These forms should be used whether notices are delivered by hand or by mail:

Aspenwood Estates Improvement Association
P.O. Box 2848
Woodinville, WA 98072

<<Date>>

<<Lot Owner Name and Address>>

<<Salutation>>,

Periodically, your homeowners association conducts a drive-through to view all lots, to help ensure we are all complying with our CC&Rs. This letter is being sent either as a result of our recent neighborhood drive-through, or due to other observations.

We feel the following issues require attention:

Issues: <<Description of violation>>

Date(s) observed: <<date or date range>>

Applicable CC&R's sections: <<Applicable Paragraph Number(s)>>

If you feel an error has been made, please accept our apologies and please notify us promptly so we can update our records. Also contact us if you have any questions, need a copy of the CC&Rs, or feel we should consider extenuating circumstances which may be preventing your compliance.

Aspenwood continues to be an enjoyable place to live because of the pride of our homeowners, and their attention to maintaining their homes and landscaping. Occasionally, oversight by an owner, or simply being unaware of certain CC&Rs provisions will result in a notice such as this.

Nearly all homeowners take prompt action to correct issues when brought to their attention. The association's policy, however, is to fine unresponsive homeowners not less than \$250 per month.

We appreciate your ongoing efforts on behalf of our neighborhood.

Sincerely,

Aspenwood Board of Directors

Aspenwood Estates Improvement Association
P.O. Box 2848
Woodinville, WA 98072

Second Notice

<<Date>>

<<Lot Owner Name and Address>>

<<Salutation>>,

Recently your homeowners association sent you a notice regarding one or more issues we feel require your attention. A copy of our notice is enclosed.

These issues apparently have not been corrected as we observed on <<insert date(s)>>.

We encourage you to contact us if you have any questions, need a copy of the CC&Rs, or feel we should consider extenuating circumstances which may be preventing your compliance. However, the board and your neighbors expect and appreciate your prompt attention to this matter.

Please remedy these issues by <<date>>. In the event these issues persist, the board will levy a fine of \$<<insert value>> per <<month / event>> with no further warning or communication.

These fines may be applied as a lien on your property as provided for in CC&R sections 6.2 and 8.1.

Sincerely,

Aspenwood Board of Directors

RULES AND REGULATIONS GOVERNING CC&R 3.4.4 FOR ASPENWOOD ESTATES

In addition to the provisions of CC&R 3.4.4, pursuant to CC&R 6.1, the following are adopted by the Aspenwood Estates Improvement Association Board of Directors as the “Rules and Regulations Governing CC&R 3.4.4”:

Occasional Use Vehicle is defined as a trailer, motorhome, camper, boat, motorcycle, truck, car or other vehicle or recreational vehicle, whether or not in operable condition, which is not used on a day to day basis for basic transportation purposes.

Regular Use Vehicle is defined as a car, truck or other vehicle, in operable condition, which is used on a day to day basis for basic transportation purposes.

An **Occasional Use Vehicle**, when not in use, must be stored and screened in a manner which prevents it from being seen from the street. When in use, an **Occasional Use Vehicle** may be parked in the lot owner’s driveway, as far from the street as reasonably possible, for a period not to exceed seventy-two (72) hours at any one time. When the seventy-two (72) hour period expires, the vehicle must be moved from the lot or parked in its screened storage place and may not be seen from the street for at least twelve (12) hours.

A **Regular Use Vehicle** may be parked in a lot owner’s driveway overnight. It is the intention of this provision that a **Regular Use Vehicle** will be used on a day to day basis and will not remain in a lot owner’s driveway for more than twenty-four (24) hours at any one time. **Regular Use Vehicles** shall not be permitted to remain in a driveway unmoved for more than seventy-two (72) hours. A vehicle which is not removed from a driveway for a seventy-two (72) hour period, except under exceptional circumstances, shall be considered an **Occasional Use Vehicle** and the Rules and Regulations for an **Occasional Use Vehicle** shall apply. “Exceptional circumstances” shall mean that the vehicle was not moved within the seventy-two (72) hour period due to an occasional emergency or circumstances which will, from time to time, be determined by the Board of Directors.

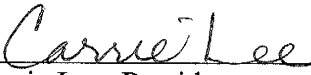
Violation of these “Rules and Regulations” shall be deemed a violation of CC&R 3.4.4 and subject to appropriate action by the Board of Directors against the offending lot owner.

Approval of Bylaw Amendments

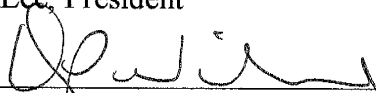
Bylaws amendments as listed are approved and replace earlier versions. These amendments shall be binding on all future Boards of Directors for Aspenwood Estates Improvement Association unless revoked or amended in writing.

Amendments: 1a, 2a, 3a, 4a, 5a, 6b, 7


Adopted this 1st day of April, 2009




Carrie Lee, President



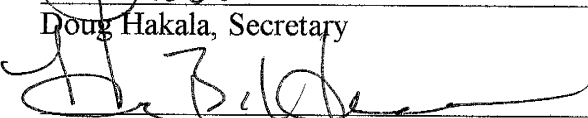
Doug Wieland, Vice President



Jerry Kearns, Treasurer



Doug Hakala, Secretary



Henry Hall, Member at Large



Raj Shah, Member at Large

152/80

ASPENWOOD

SECTION 4, TWP. 26 N., RGE. 6 E., W.M.
KING COUNTY WASHINGTON

DEDICATION

KNOW ALL PEOPLE BY THESE PRESENTS that we, the undersigned owners 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 streets 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, in which case we do hereby dedicate such streets, easements, or tracts to the person or entity and for the purpose stated.

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, 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 flows within this subdivision or by establishment, construction or maintenance of the roads 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. This subdivision, dedication, waiver of claims and agreement to hold harmless is made with the free consent and in accordance with the desires of said owners.

IN WITNESS WHEREOF we set our hands and seals.

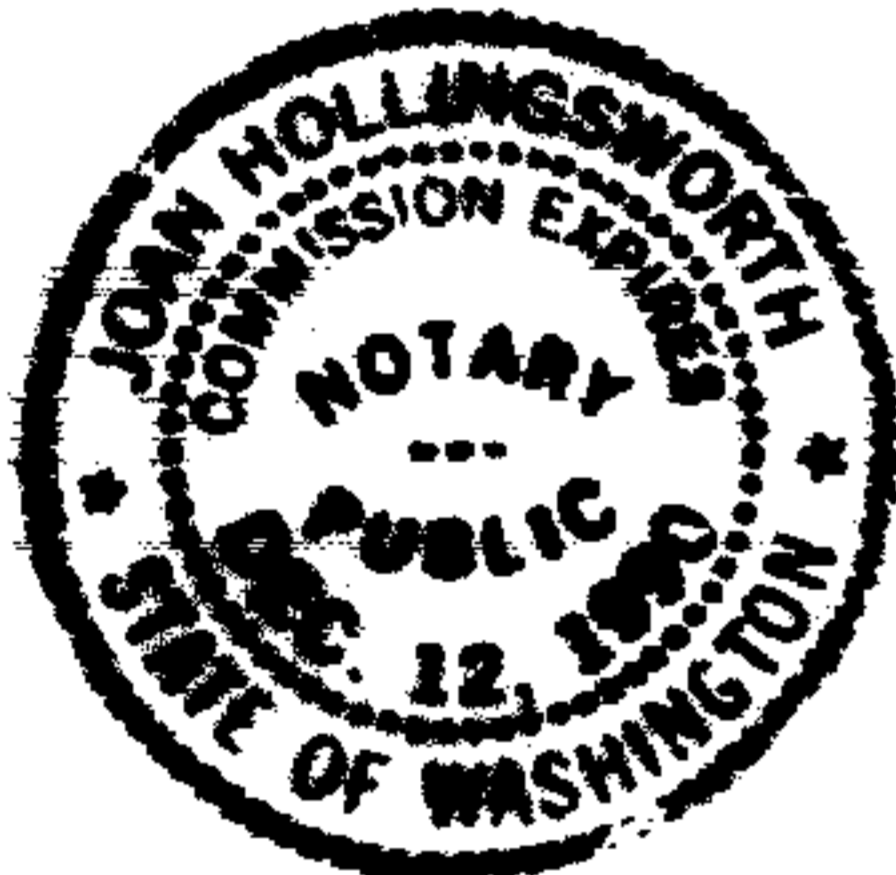
ASPENWOOD ASSOCIATES, Washington General Partnership

David V. Potter
Teri D. Sederstrom
PACIFIC FIRST FEDERAL SAVINGS BANK

ACKNOWLEDGEMENT

State of Washington
County of King
I certify that I know or have satisfactory evidence that David V. Potter and Teri D. Sederstrom signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Partners of ASPENWOOD ASSOCIATES, A Washington General Partnership, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

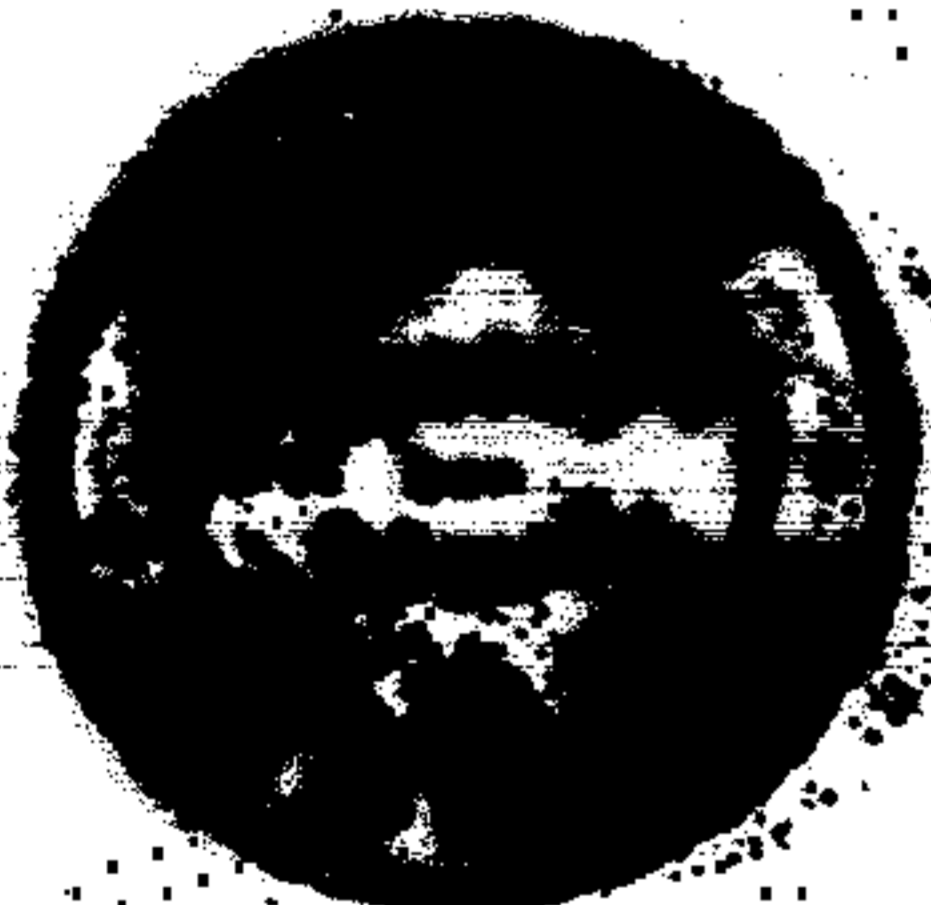
Dated March 19, 1990
Signature of Joan Hallingworth
Title Notary Public
My Appointment expires 12/12/90



State of Washington
County of King

I certify that I know or have satisfactory evidence that Teri D. Sederstrom and Joan Hallingworth signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Vice President and Notary Public of PACIFIC FIRST FEDERAL SAVINGS BANK to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated March 22, 1990
Signature of Joan Hallingworth
Title Notary Public
My Appointment expires 12/12/90



APPROVALS

PARKS, PLANNING AND RESOURCES DEPARTMENT
Examined and approved this 22nd day of May, 1990.

John D. PE.
Development Engineer

Examined and approved this 23rd day of May, 1990.

Charles Williams
Manager, Building & Land Development Division

KING COUNTY DEPARTMENT OF ASSESSMENTS
Examined and approved this 24 day of MAY, 1990.

RUTH RIDDER
King County Assessor
Account Number
A. Mathis
Deputy King County Assessor

KING COUNTY COUNCIL
Examined and approved this 17th day of JUNE, 1990.

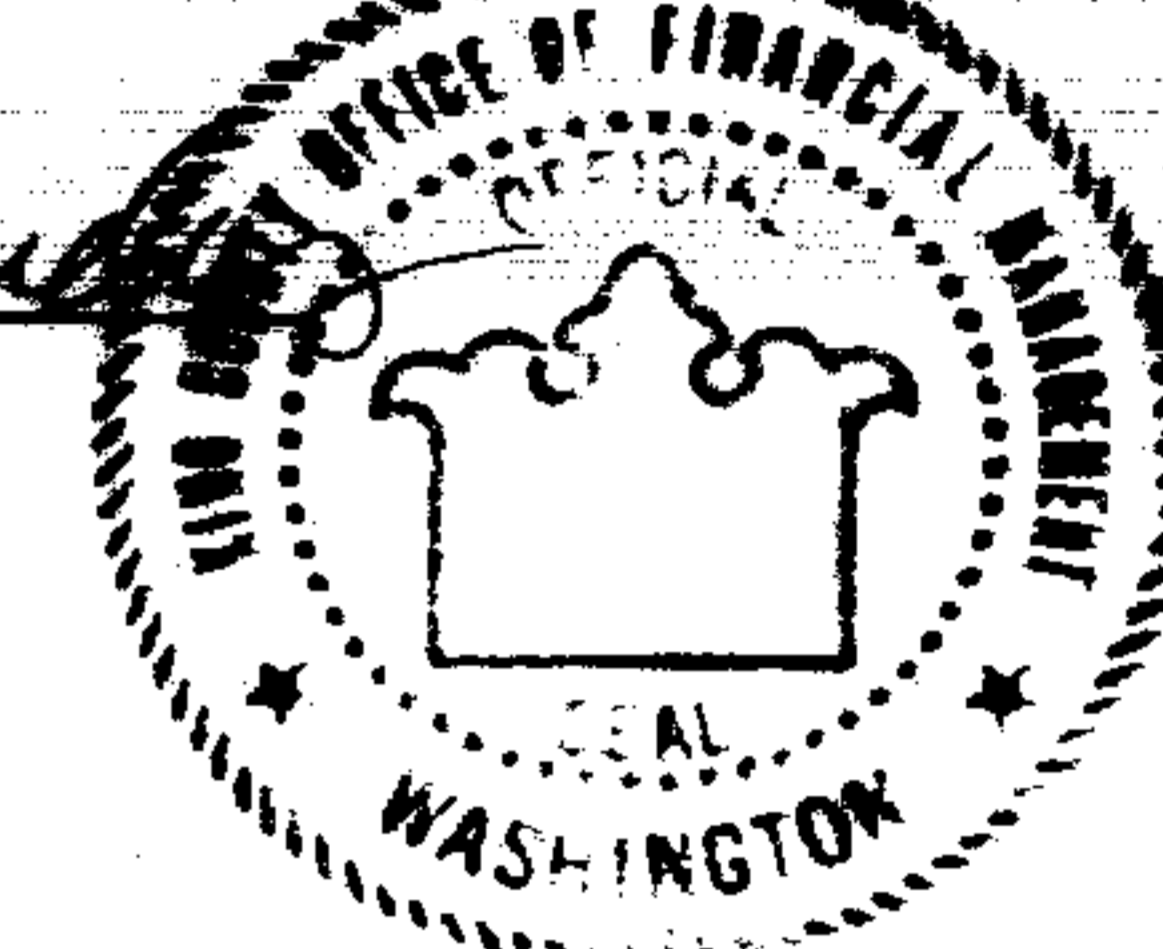
Rois North
Chairman, King County Council
ATTEST: Donald G. Petrus
Clerk of the Council

FINANCE DIVISION 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 streets, alleys or for other public use, are paid in full. This 25 day of May, 1990.

FINANCE DIVISION
D. Lee Davis
Manager, Finance Division

Philip H. Smith
Deputy



COUNTY RECORDING OFFICIAL'S INFORMATION BLOCK (WAC 332-130-050)

LAND SURVEYOR'S CERTIFICATE

I hereby certify that this plat of ASPENWOOD is based upon an actual survey and subdivision of Section 4, Township 26 North, Range 6 East of W.M., that the courses 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 as construction is completed and that I have fully complied with the provisions of the platting regulations.



Gustav B. Osterback 3/31/92
Gustav B. Osterback Professional Land Surveyor, Certificate No. 18094

RECORDING INFORMATION

Filed for record at the request of the King County Council this 13th day of June, 1990 at 11 minutes past 11 a.m. and recorded in Volume 152 of Plats, Page(s) 26-27, records of King County, Washington.

DIVISION OF RECORDS AND ELECTIONS

JANE HAGUE
Manager
Carolyn Allagood
Superintendent of Records

SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; AND A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER ALL IN SECTION 4, TOWNSHIP 26 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON

SHEET 1 OF 8 SHEETS

VOL. 152/80

ASPENWOOD

SECTION 4, TWP. 26 N., RGE. 6 E., W.M.

KING COUNTY

WASHINGTON

152/81

GENERAL NOTES

1. DRAINAGE EASEMENT RESTRICTIONS: 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 DRAINAGE EASEMENTS SHOWN ON THIS PLAT MAP UNLESS OTHERWISE APPROVED BY KING COUNTY BUILDING AND LAND DEVELOPMENT DIVISION.
2. 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 / P1248F ON FILE WITH KING COUNTY BUILDING AND LAND DEVELOPMENT (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. LOTS 7, 8, 25, 26, 27, 28, 40, 41, 42, 43, 66, 67, AND TRACT "P" HAVE BEEN APPROVED FOR INFILTRATION SYSTEMS.
3. TRACTS "A", "C1", "C2" AND "F", PERMANENT OPEN AREA/DRAINAGE EASEMENT: AS A REQUIREMENT FOR APPROVAL, THESE TRACTS ARE SET ASIDE AND RESERVED FOR PERMANENT OPEN SPACE AND RECREATIONAL USE FOR THE BENEFIT OF THE PRESENT AND FUTURE OWNER(S) OF THE LOTS IN THIS SUBDIVISION AS AUTHORIZED BY ORDINANCE NO. 8536. AS A CONDITION OF APPROVAL, THE UNDERSIGNED OWNER(S) OF INTEREST IN LAND HEREBY SUBDIVIDED DO GRANT AND CONVEY A PERPETUAL EASEMENT IN TRACTS "A", "C1", "C2" AND "F" FOR THE USE AND BENEFIT OF ALL PRESENT AND FUTURE OWNER(S) OF THE LOTS IN THIS SUBDIVISION AUTHORIZED BY ORDINANCE NO. 8536. EXCEPT AS SHOWN ON THE PLAT, NO BUILDING SHALL BE PLACED ON TRACTS "A", "C1", "C2" AND "F" AND SUCH TRACTS SHALL NOT BE FURTHER SUBDIVIDED OR USED FOR FINANCIAL GAIN. SAID TRACTS ARE ALSO HEREBY DEDICATED AS DRAINAGE EASEMENT AREAS.
4. TRACTS "B1", "D", "E" AND "G", PERMANENT OPEN AREA: AS A REQUIREMENT FOR APPROVAL, THESE TRACTS ARE SET ASIDE AND RESERVED FOR PERMANENT OPEN SPACE AND RECREATIONAL USE FOR THE BENEFIT OF THE PRESENT AND FUTURE OWNER(S) OF THE LOTS IN THIS SUBDIVISION AS AUTHORIZED BY ORDINANCE NO. 8536. AS A CONDITION OF APPROVAL, THE UNDERSIGNED OWNER(S) OF INTEREST IN LAND HEREBY SUBDIVIDED TO GRANT AND CONVEY A PERPETUAL EASEMENT IN TRACTS "B1", "D", "E" AND "G" FOR THE USE AND BENEFIT OF ALL PRESENT AND FUTURE OWNER(S) OF THE LOTS IN THIS SUBDIVISION AUTHORIZED BY ORDINANCE NO. 8536. EXCEPT AS SHOWN ON THE PLAT, NO BUILDING SHALL BE PLACED ON TRACT(S) "B1", "D", "E" AND "G" AND SUCH TRACTS SHALL NOT BE FURTHER SUBDIVIDED OR USED FOR FINANCIAL GAIN. TRACTS "B1" AND "D" INCLUDE AREAS DESIGNATED AS NATIVE GROWTH PROTECTION EASEMENT ON THE FINAL PLAT. THE PURPOSE, USE, AND MAINTENANCE OF THESE AREAS ARE DESCRIBED IN NOTE 11 BELOW.
5. TRACT "B2", NATIVE GROWTH PROTECTION EASEMENT (NGPE): TRACT "B2" IS HEREBY DEDICATED AS NGPE. THE PURPOSE, USE, AND MAINTENANCE OF NGPE'S ARE DESCRIBED IN NOTE 11 BELOW.
6. TRACT "C", PERMANENT OPEN AREA: AS A REQUIREMENT FOR APPROVAL, THIS TRACT IS SET ASIDE AND RESERVED FOR PERMANENT OPEN SPACE AND RECREATIONAL USE FOR THE BENEFIT OF THE PRESENT AND FUTURE OWNER(S) OF THIS SUBDIVISION AS AUTHORIZED BY ORDINANCE NO. 8536. AS A CONDITION OF APPROVAL, THE UNDERSIGNED OWNER(S) OF INTEREST IN LAND HEREBY SUBDIVIDED TO GRANT AND CONVEY A PERPETUAL EASEMENT IN TRACT "C" FOR THE USE AND BENEFIT OF ALL PRESENT AND FUTURE OWNER(S) OF THE LOTS IN THIS SUBDIVISION AUTHORIZED BY ORDINANCE NO. 8536. AS APPROVED BY THE KING COUNTY NEIGHBORHOODS COMMITTEE, AND SUBJECT TO REVIEW AND APPROVAL BY THE SUBDIVISION TECHNICAL COMMITTEE, THE APPLICANT MAY AT A LATER DATE INSTALL ONE OR MORE TENNIS COURTS, A RIDING ARENA, OR OTHER SIMILAR RECREATIONAL FACILITIES ON TRACT "C". EXCEPT AS APPROVED BY THE TECHNICAL COMMITTEE NO BUILDING SHALL BE PLACED ON TRACT "C" AND SUCH TRACT SHALL NOT BE FURTHER SUBDIVIDED OR USED FOR FINANCIAL GAIN.
7. TRACTS "H", "I", "J", "K", "L", AND "M" ARE HEREBY DEDICATED TO KING COUNTY FOR THE PURPOSE OF BUILDING, OPERATING, AND MAINTAINING STORM DRAINAGE DETENTION FACILITIES BETWEEN SUCH TRACTS.
8. TRACT "N", PERMANENT OPEN AREA/NATIVE GROWTH PROTECTION EASEMENT: AS A REQUIREMENT FOR APPROVAL, THIS TRACT IS SET ASIDE AND RESERVED FOR PERMANENTLY OPEN SPACE AND RECREATIONAL USE FOR THE BENEFIT OF THE PRESENT AND FUTURE OWNER(S) OF THE LOTS IN THIS SUBDIVISION AS AUTHORIZED BY ORDINANCE NO. 8536. AS A CONDITION OF APPROVAL, THE UNDERSIGNED OWNER(S) OF INTEREST IN LAND HEREBY SUBDIVIDED TO GRANT AND CONVEY A PERPETUAL EASEMENT IN TRACT "N" FOR THE USE AND BENEFIT OF ALL PRESENT AND FUTURE OWNER(S) OF THE LOTS IN THIS SUBDIVISION AUTHORIZED BY ORDINANCE NO. 8536. EXCEPT AS SHOWN ON THE PLAT, NO BUILDING SHALL BE PLACED ON TRACT(S) "N" AND SUCH TRACT(S) SHALL NOT BE FURTHER SUBDIVIDED OR USED FOR FINANCIAL GAIN. TRACT "N" IS ALSO HEREBY DEDICATED AS NATIVE GROWTH PROTECTION EASEMENT. THE PURPOSE, USE, AND MAINTENANCE OF NATIVE GROWTH PROTECTION EASEMENT ARE DESCRIBED IN NOTE 11 BELOW.
9. TRACT "P" IS RESERVED FOR FUTURE DEVELOPMENT SUBJECT TO WINTER WATER CHECKS AND APPROVAL BY THE SEATTLE KING COUNTY DEPARTMENT OF HEALTH. TRACT "P" SHALL BE OWNED AND MAINTAINED BY HOMEOWNERS ASSOCIATION.
10. TRACTS "A", "B1", "B2", "C1", "C2", "D", "E", "F", "G", "H", "I", "J", "K", "L", "M", AND "N" SHALL BE OWNED AND MAINTAINED BY THE ASPENWOOD HOMEOWNERS ASSOCIATION.
11. BUILDING SETBACKS AND NATIVE GROWTH PROTECTION EASEMENTS: STRUCTURES, FILL AND OBSTRUCTIONS (INCLUDING BUT NOT LIMITED TO DECKS, PATIOS, OUTBUILDINGS, OR OVERHANGS BEYOND EIGHTEEN INCHES) ARE PROHIBITED BEYOND THE BUILDING SETBACK LINE, AND WITHIN 25-FOOT FLOOD PLANS (IF APPLICABLE), AND WITHIN THE NATIVE GROWTH PROTECTION EASEMENT(S) AS SHOWN.
DEDICATION OF A NATIVE GROWTH PROTECTION EASEMENT (NGPE) GRANTS TO THE PUBLIC A BENEFICIAL INTEREST IN THE LAND WITHIN THE EASEMENT. THIS INTEREST INCLUDES THE PRESERVATION OF NATIVE VEGETATION FOR ALL PURPOSES THAT BENEFIT THE PUBLIC HEALTH, SAFETY AND WELFARE, INCLUDING CONTROL OF SURFACE WATER AND EROSION, MAINTENANCE OF SOIL STABILITY, VISUAL AND AURAL OFFENSIVENESS, AND PROTECTION OF PLANTS AND ANIMAL HABITAT. THE NGPE INTERESTS UPON ALL PRESENT AND FUTURE OWNERS AND OCCUPERS OF LAND SUBJECT TO THE EASEMENT. THE DEDICATION, ENFORCEABLE ON BEHALF OF THE PUBLIC BY KING COUNTY, TO LEASE UNLESS ALL TREES AND OTHER VEGETATION WITHIN THE EASEMENT. THE VEGETATION WITHIN THE EASEMENT MAY NOT BE CUT, PRUNED, COVERED BY FILL, REMOVED OR DAMAGED WITHOUT EXPRESS PERMISSION FROM KING COUNTY, WHICH PERMISSION MUST BE OBTAINED IN WRITING FROM THE KING COUNTY BUILDING AND LAND DEVELOPMENT DIVISION OR ITS SUCCESSOR AGENCY.
BEFORE BEGINNING AND DURING THE COURSE OF ANY GRADING, BUILDING CONSTRUCTION, OR OTHER DEVELOPMENT ACTIVITY ON A LOT SUBJECT TO THE NGPE, THE COMMON BOUNDARY BETWEEN THE EASEMENT AND THE AREA OF DEVELOPMENT ACTIVITY MUST BE FENCED OR OTHERWISE MARKED TO THE SATISFACTION OF KING COUNTY.
12. SOILS IN GRAZING AREAS ON ALL LOTS MAY BE MARGINAL AND MUST NOT BE ALTERED OR DISTURBED. MAINTENANCE OF GRAZING AREAS PRIOR TO INSTALLATION OF DRAINAGE DITCHES COULD BE A LOW-IMPACT DEVELOPMENT. SEE NOTE NO. 24.
13. THE 10' PRIVATE DRAINAGE EASEMENT WITHIN LOTS 13, 15, AND TRACT "B" IS FOR THE BENEFIT OF AND TO BE MAINTAINED BY THE OWNERS OF LOTS 12, 13, 15, AND 16.
14. THE 10' PRIVATE DRAINAGE EASEMENT WITHIN LOTS 18 AND 22 IS FOR THE BENEFIT OF AND TO BE MAINTAINED BY THE OWNERS OF LOTS 21 AND 22.

LEGAL DESCRIPTION

PARCEL A

The southwest quarter of the southeast quarter of Section 4, Township 26 North, Range 6 East, W.M., in King County, Washington;

And the south 30 feet of the northwest quarter of the southeast quarter of Section 4, Township 26 North, Range 6 East, W.M., in King County, Washington; EXCEPT the west 60 feet thereof.

PARCEL B

The southwest quarter of the northeast quarter;

ALSO;

The southeast quarter of the northwest quarter;

ALSO;

The northeast quarter of the southwest quarter;

ALSO;

The northwest quarter of the southeast quarter;

EXCEPT the east half of the northeast quarter of said northwest quarter; of the southeast quarter;

All in Section 4, Township 26 North, Range 6 East, W.M., in King County, Washington;

ALSO EXCEPT the south 30 feet of that portion of the northwest quarter of the southeast quarter, lying east of the west 60 feet thereof.

SUBJECT TO COAL & MINERAL RIGHTS BY INSTRUMENT RECORDED UNDER KING COUNTY RECORDING NO. 4331613.

EASEMENT PROVISIONS

An easement is hereby reserved for and granted to PUGET SOUND POWER AND LIGHT COMPANY, WASHINGTON NATURAL GAS COMPANY, GENERAL TELEPHONE COMPANY OF THE NORTHWEST, INC., WOODINVILLE WATER DISTRICT, a Cable T.V. Company, and their respective successors and assigns, under and upon the exterior 7 feet parallel with and adjoining the street frontage of all lots and tracts in which to install, lay, construct, renew, operate and maintain underground conduits, cable, pipeline, and wires with the necessary facilities and other equipment for the purpose of service to this subdivision and other property with electric, telephone, gas, cable T.V. service, sewer and water, together with the right to enter upon the easements at all time for the purposes stated.

An easement is hereby reserved for and granted to Woodinville Water District under and upon the easements shown on the plat and described herein as "water easement" to install, maintain, replace, repair and operate water 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. Structures shall not be constructed upon any area reserved for these easements.

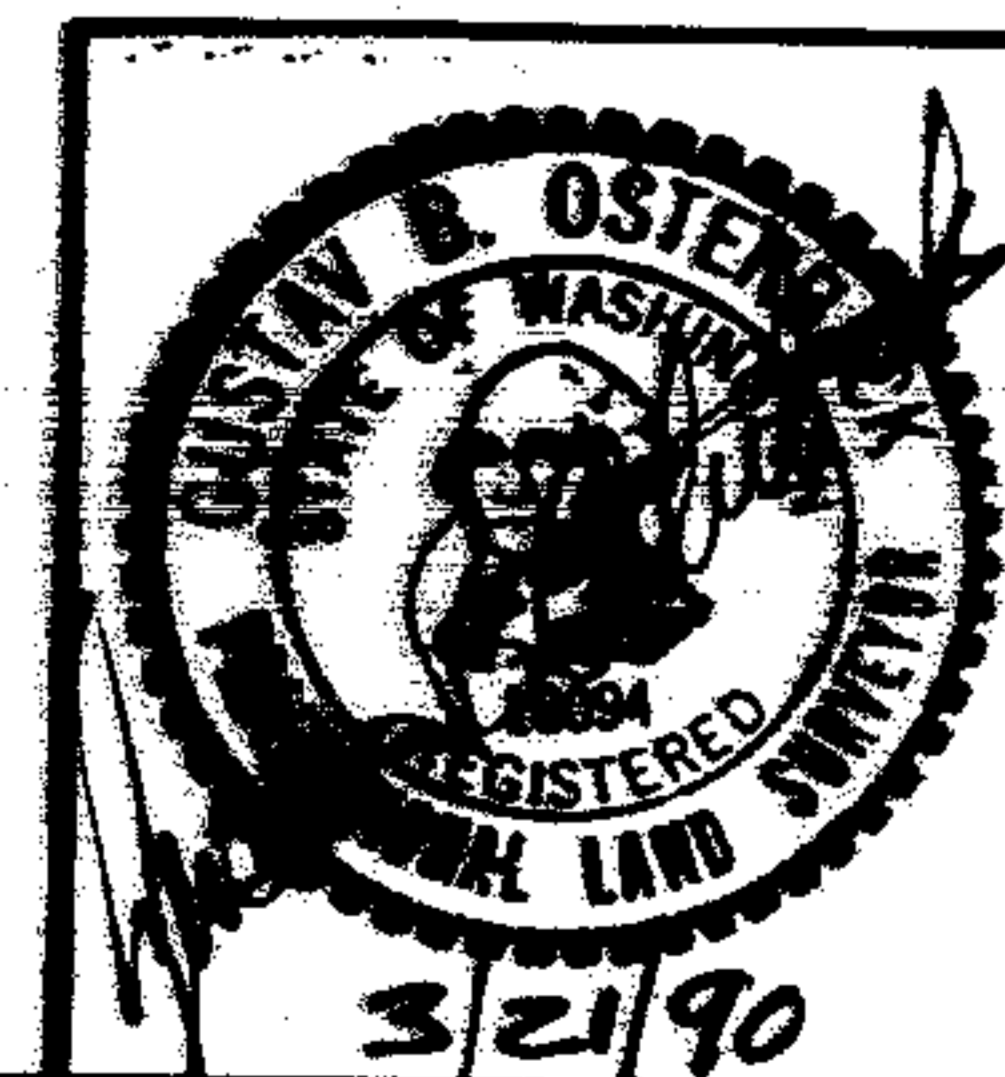
RESTRICTIONS

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 located.

COVENANTS

All lots within this plat are subject to the covenants recorded the _____ day of _____, 19____, under Recording Number _____ records of King County, Washington.

15. THE 10' PRIVATE DRAINAGE EASEMENT WITHIN LOT 28 IS FOR THE BENEFIT OF AND TO BE MAINTAINED BY THE OWNERS OF LOTS 27 AND 28.
16. THE 30' PRIVATE DRAINAGE EASEMENT WITHIN LOT 34 IS FOR THE BENEFIT OF AND TO BE MAINTAINED BY THE OWNER OF LOT 34.
17. THE 10' PRIVATE DRAINAGE EASEMENT WITHIN LOT 35 AND THE 30' PRIVATE DRAINAGE EASEMENT WITHIN LOTS 35 THROUGH 39 IS FOR THE BENEFIT OF AND TO BE MAINTAINED BY THE OWNERS OF LOTS 35 THROUGH 39.
18. THE 10' PRIVATE DRAINAGE EASEMENT WITHIN LOT 56 IS FOR THE BENEFIT OF AND TO BE MAINTAINED BY THE OWNER OF LOT 56.
19. THE 10' PRIVATE DRAINAGE EASEMENT WITHIN LOTS 53 AND 54 IS FOR THE BENEFIT OF AND TO BE MAINTAINED BY THE OWNERS OF LOTS 53, 54, 60, AND 61.
20. THE 10' PRIVATE DRAINAGE EASEMENT WITHIN LOTS 71, 72, 73, AND TRACT "O" IS FOR THE BENEFIT OF AND TO BE MAINTAINED BY THE OWNERS OF LOTS 71, 72, AND 73.
21. THE 10' PRIVATE DRAINAGE EASEMENT WITHIN LOTS 68, 69, 70, TRACT "E", AND TRACT "O" IS FOR THE BENEFIT OF AND TO BE MAINTAINED BY THE OWNERS OF LOTS 68, 69, AND 70.
22. THE 10' PRIVATE DRAINAGE EASEMENT WITHIN LOTS 66, 67, AND 68 IS FOR THE BENEFIT OF AND TO BE MAINTAINED BY THE OWNERS OF LOTS 66, 67, AND 68.
23. INSTRUMENTATION FOR THIS SURVEY WAS A 1 METER THEODOLITE AND ELECTRONIC DISTANCE MEASURING UNIT. PROCEDURES USED IN THIS SURVEY WERE FIELD TRAVERSE, MEETING OR EXCEEDING STANDARDS SET BY NAC 332-430-000.
24. THE GRAZING AND BURNING AREAS MUST BE STATED BY THE ON-SITE SEWAGE DISPOSAL DESIGNER PRIOR TO GRADING OR BUILDING. NO GRADING OR CUTS ARE TO BE MADE WITHOUT THE SEWAGE SYSTEM DESIGNER'S APPROVAL. SOME AREAS NOW CONSIDERED SEASONAL WATER BODIES LATER BE CONSIDERED SURFACE WATER DEPENDING ON DEVELOPMENT AND DRAINAGE MARK DONE. THIS COULD AFFECT SUITABILITY OF THOSE LOTS IN THE FUTURE.
25. EACH APPLICANT FOR A BUILDING PERMIT FOR THE CONSTRUCTION OF ANY STRUCTURE ON A LOT IN THE PLAT OF ASPENWOOD MUST, AS A CONDITION FOR ISSUANCE OF A BUILDING PERMIT, SUBMIT AND OBTAIN APPROVAL OF EROSION CONTROL PLANS FOR THE LOT. NO BUILDING PERMIT SHALL BE ISSUED UNTIL THE EROSION CONTROL PLAN FOR THE LOT IS APPROVED. GENERAL REQUIREMENTS FOR EROSION CONTROL ARE STATED IN REPORT OF GEOTECHNICALS, INC., DATED MARCH 3, 1990, WHICH IS RECORDED UNDER KING COUNTY RECORDING NO. 9005071909. THE CONDITIONS STATED IN SAID REPORT FOR ON-SITE EROSION CONTROL, ARE SEPARATE FROM, AND IN ADDITION TO, ANY REQUIREMENTS OR CONDITIONS OF PERMIT APPROVAL THAT MAY BE REQUIRED BY KING COUNTY.



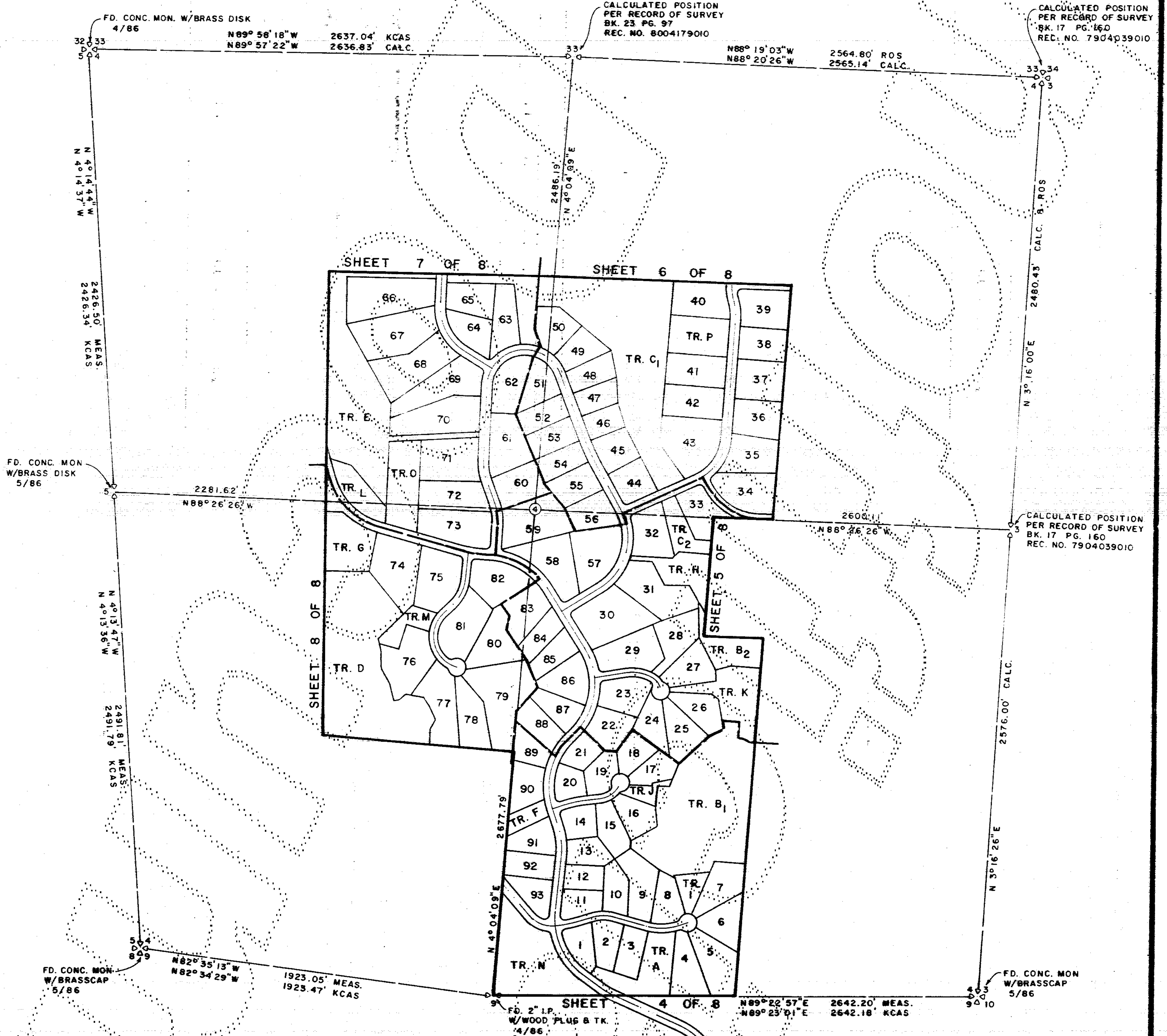
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228-22A

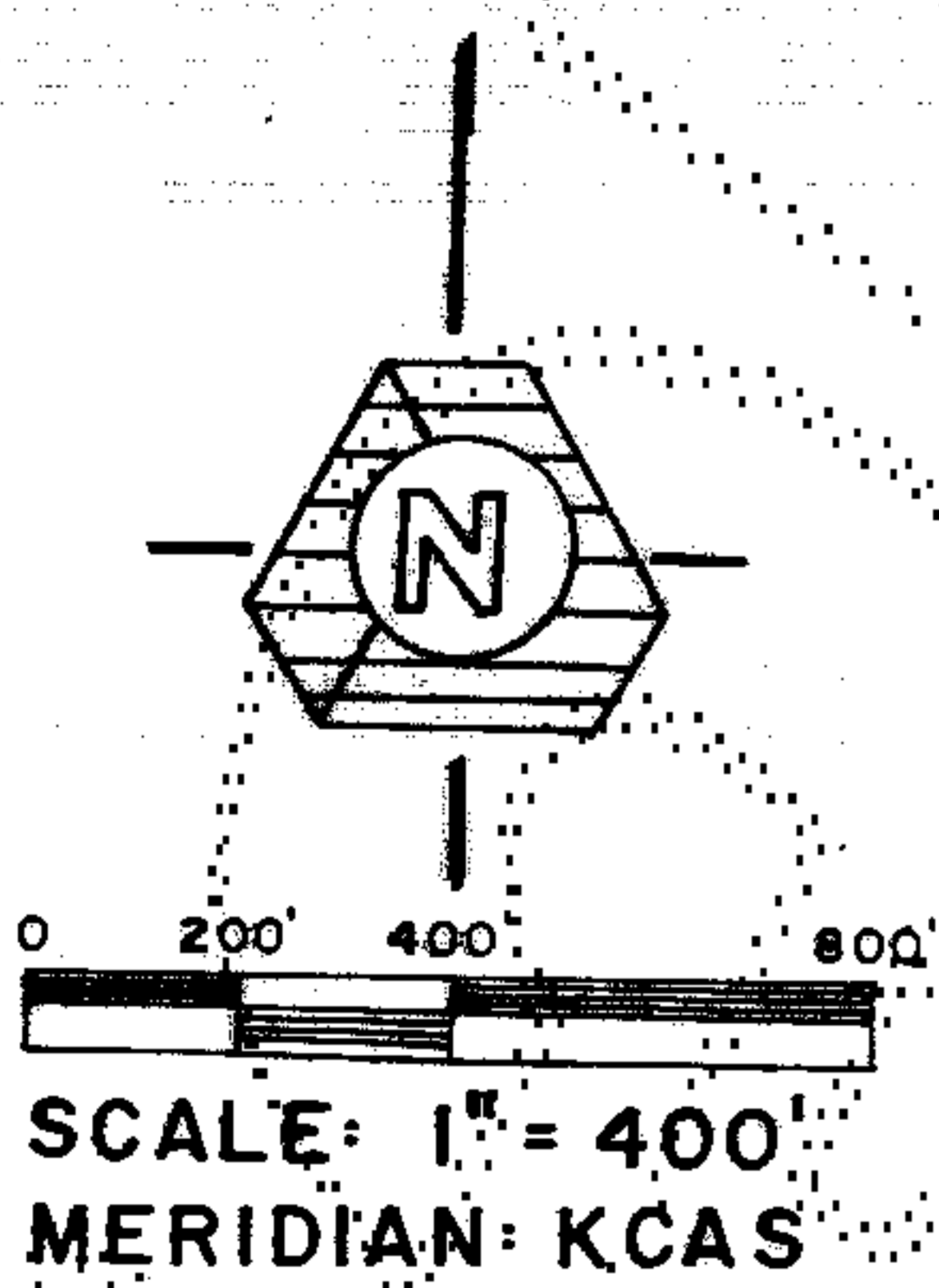
ASPENWOOD

SECTION 4, TWP. 26 N., RGE. 6 E., W.M.
KING COUNTY WASHINGTON

152/82

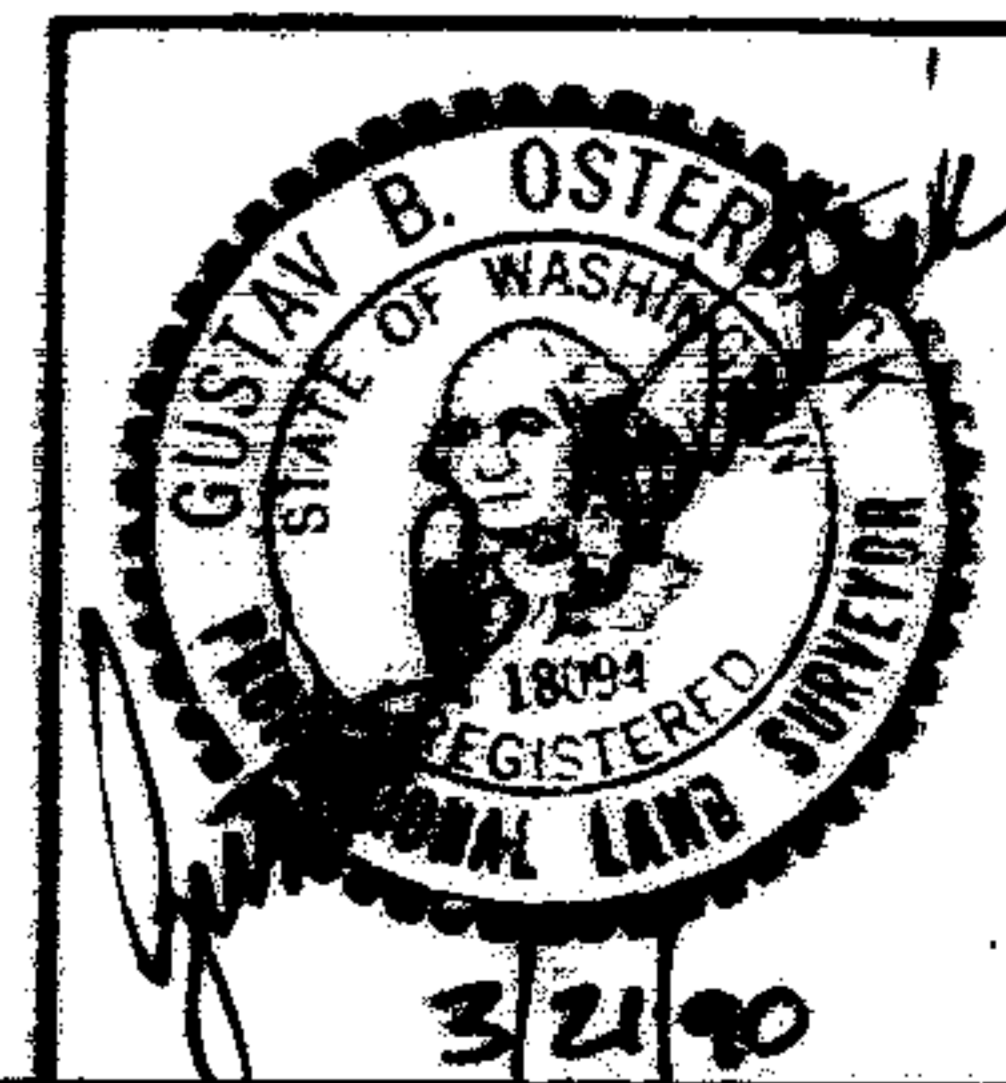


SHEET INDEX MAP &
SUBDIVISION BREAKDOWN
SEC. 4, T. 26 N., R. 6 E., W.M.
KING COUNTY, WASHINGTON



BALD FILE NO. 687-5.
TRIAD ASSOCIATES KIRKLAND, WA JOB NO. 85-143

SHEET 3 OF 8 SHEETS



VOL. / PG.
152/82

228-22B

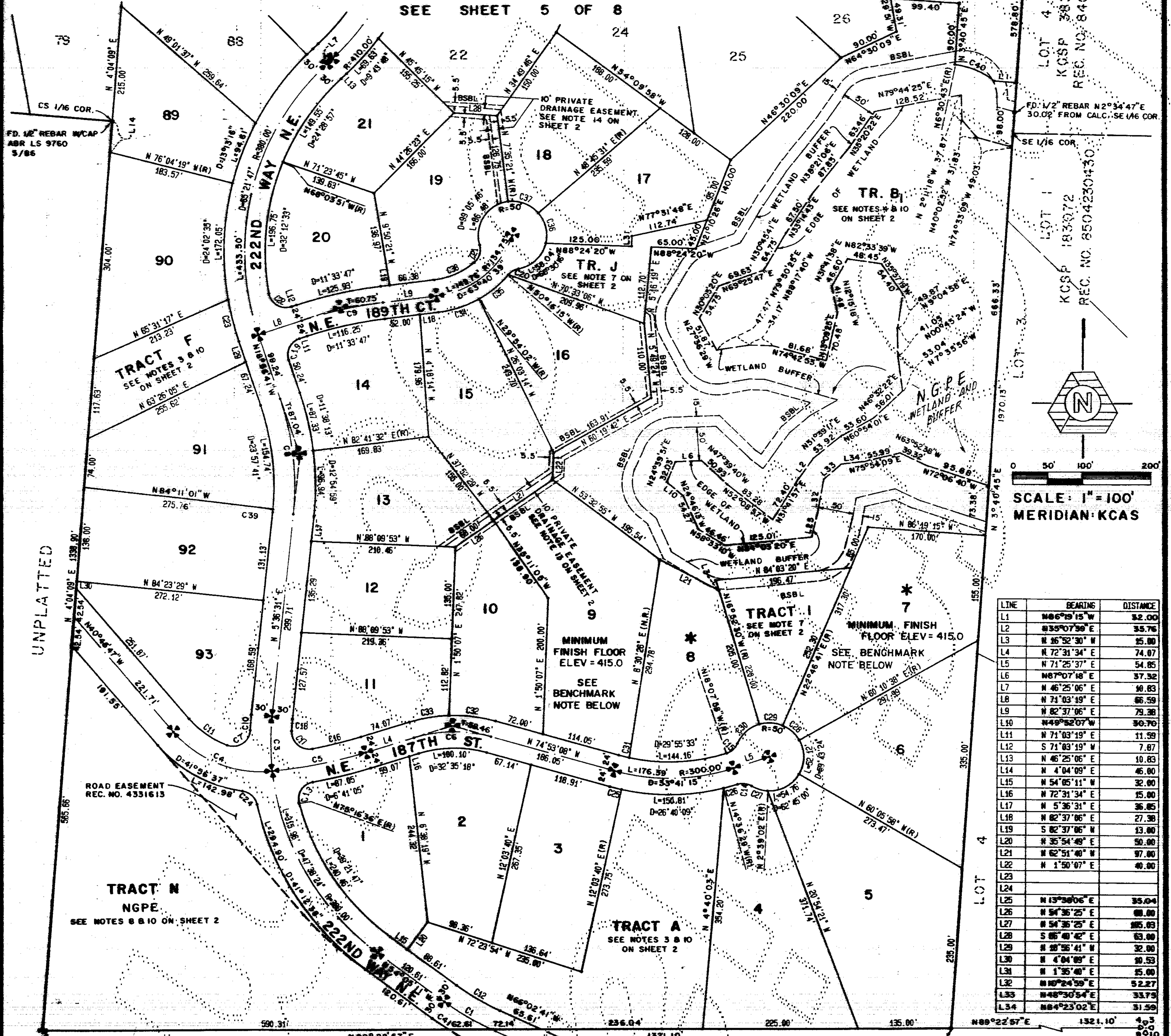
- LEGEND**
- SET KING COUNTY STANDARD CONC. MON. & CASE
 - BSBL BUILDING SETBACK LINE
 - (R) RADIAL
 - SEE NOTES 2 & 12 ON SHEET 2
 - NGPE NATIVE GROWTH PROTECTION EASEMENT

ASPENWOOD SECTION 4, TWP. 26 N., RGE. 6 E., W.M. KING COUNTY WASHINGTON

SET 3/4" I.P. CAP B.T.K. CE 1/16" COR.
FD. 1/2" REBAR 0.2" W.D. 0.7E
5/86

152/89

SEE SHEET 5 OF 8



LINE	BEARING	DISTANCE
L1	N 86° 15' 15" W	52.00
L2	S 85° 07' 50" E	35.76
L3	N 86° 52' 30" W	25.00
L4	N 72° 31' 34" E	74.07
L5	N 71° 25' 37" E	54.05
L6	N 67° 07' 10" E	37.32
L7	N 46° 25' 06" E	40.83
L8	N 74° 02' 19" E	65.59
L9	N 82° 37' 06" E	79.38
L10	N 49° 52' 07" W	30.70
L11	N 71° 03' 19" W	11.59
L12	S 71° 03' 19" W	7.07
L13	N 46° 25' 06" E	10.83
L14	N 4° 04' 09" E	45.00
L15	N 54° 05' 11" W	32.00
L16	N 72° 31' 34" E	15.00
L17	N 5° 36' 31" E	36.05
L18	N 82° 37' 06" E	27.38
L19	S 82° 37' 06" E	13.80
L20	N 35° 54' 40" E	50.00
L21	N 62° 51' 40" W	97.00
L22	N 1° 50' 07" E	40.00
L23		
L24		
L25	N 13° 30' 06" E	35.04
L26	N 54° 35' 25" E	88.00
L27	N 54° 35' 25" E	88.00
L28	S 85° 40' 42" E	63.00
L29	N 80° 56' 41" W	32.00
L30	N 1° 35' 40" E	50.53
L31	N 80° 24' 50" E	52.27
L32	N 48° 30' 54" E	33.79
L33	N 84° 23' 02" E	31.59
L34		

CURVE	ARC	DELTA	RADIUS
C1	79.32	11° 57' 28"	350.99
C2			
C3	75.85	12° 03' 20"	380.00
C4	80.61	55° 40' 00"	906.31
C5	130.97	11° 01' 30"	222.07
C6	113.75	32° 35' 40"	200.00
C7	97.13	100° 00' 00"	25.00
C8	471.41	24° 33' 12"	400.00
C9	821.89	11° 33' 47"	600.00
C10	82.86	3° 12' 32"	410.00
C11	60.85	28° 40' 54"	135.31
C12	73.35	11° 57' 29"	350.99
C13	40.80	32° 35' 40"	200.00
C14	21.38	48° 53' 37"	25.00

CURVE	ARC	DELTA	RADIUS
C15	21.86	48° 53' 21"	25.00
C16	72.86	5° 30' 17"	600.07
C17	45.45	104° 00' 31"	25.00
C18	17.83	2° 55' 00"	350.00
C19	30.27	90° 00' 00"	25.00
C20	17.29	30° 37' 08"	25.00
C21	20.91	86° 15' 13"	25.00
C22	63.85	90° 00' 17"	25.00
C23	63.88	8° 08' 47"	410.00
C24	38.48	99° 00' 53"	25.00
C25	17.27	3° 03' 22"	324.00
C26	38.82	3° 00' 40"	304.00
C27	24.42	27° 30' 19"	30.00
C28	32.84	37° 23' 57"	50.00

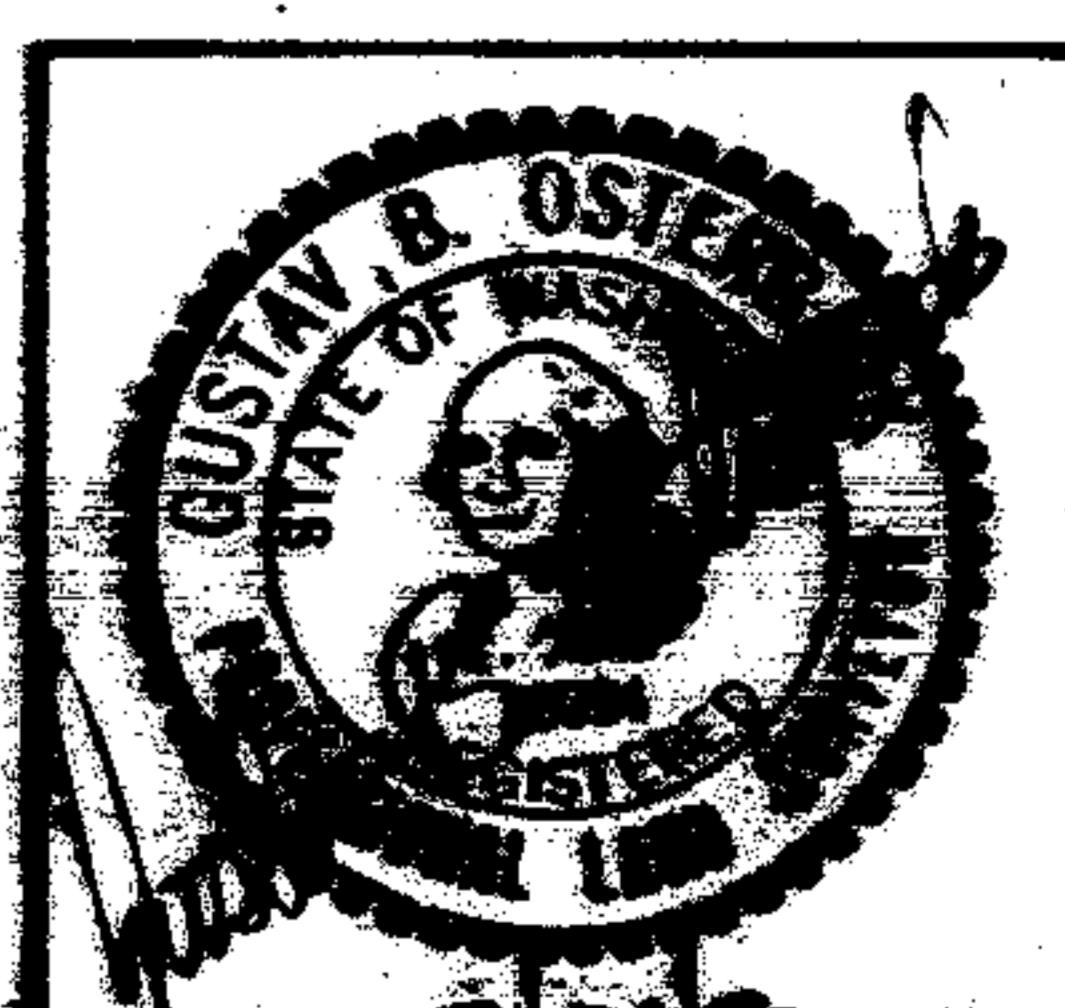
CURVE	ARC	DELTA	RADIUS
C29	34.60	20° 30' 41"	50.00
C30	44.42	50° 33' 30"	50.00
C31	16.80	3° 38' 17"	276.00
C32	60.17	17° 26' 17"	224.00
C33	59.23	15° 09' 01"	224.00
C34	62.39	22° 31' 08"	158.75
C35	55.44	20° 22' 13"	158.75
C36	47.20	54° 05' 07"	50.00
C37	40.17	56° 20' 52"	50.00
C38	63.88	33° 03' 00"	110.75
C39	3.82	0° 25' 31"	330.00
C40	62.46	88° 25' 08"	110.00
C41	20.65	3° 59' 40"	410.99

FD. 1/2" REBAR W/CAP
ABR LS 9760
0.08" W. OF CALC. COR.
AT FENCE LINE INT. 10/6/86
FD. OLD RUSTED 3/8" I.P.
0.30" E. OF CALC. COR.

FD. KING COUNTY
CONC. MON. W/BRASSCAP
5/86

SEE SHEET 2 FOR GENERAL NOTES

BENCHMARK:
KING CO. MON W/BRASS DISC
MARKED J163, 1939 LOCATED
APPROX. 92' S. & 203' E. OF
THE S 1/4 CORNER OF SEC. 4,
TWP. 26 N., RGE. 6 E., W.M.
ELEV. = 448.99



152/89
VOL. 84


BALD FILE NO. 687-5
TRAD ASSOCIATES KIRKLAND, WA JOB NO. 85-143

SHEET 4 OF 8 SHEETS

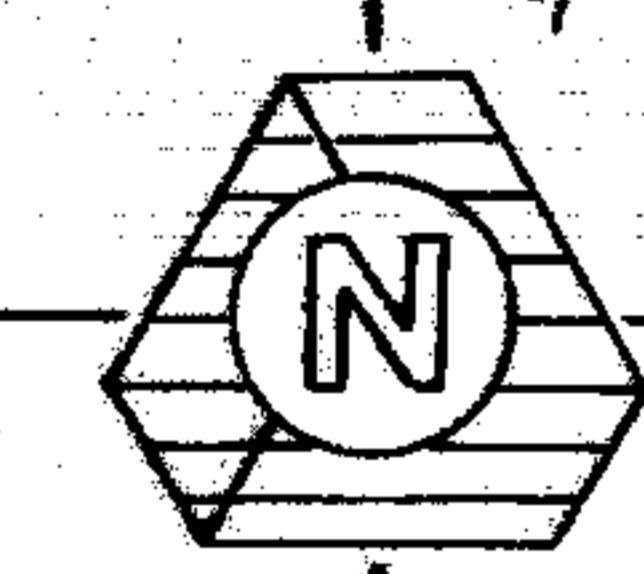
228-22C

ASPENWOOD
SECTION 4, TWP. 26 N., RGE. 6 E., W. M.
KING COUNTY WASHINGTON

LEGEND

	SET KING COUNTY STANDARD CONC. MON. & CASE
BSBL	BUILDING SETBACK LINE
(R)	RADIAL
*	SEE NOTES 2 & 12 ON SHEET 2
NGPE	NATIVE GROWTH PROTECTION EASEMENT
SEE SHEET 2 FOR GENERAL NOTES	

SEE SHEET 6 OF 8



SEE SHEET 4 OF 8

SCALE: 1" = 100'
MERIDIAN: KCAS



VOL./PG.
152/84

BALD FILE NO. 687-5
TRIAD ASSOCIATES KIRKLAND, WA JOB NO. 85-143

SHEET 5 OF 8 SHEETS

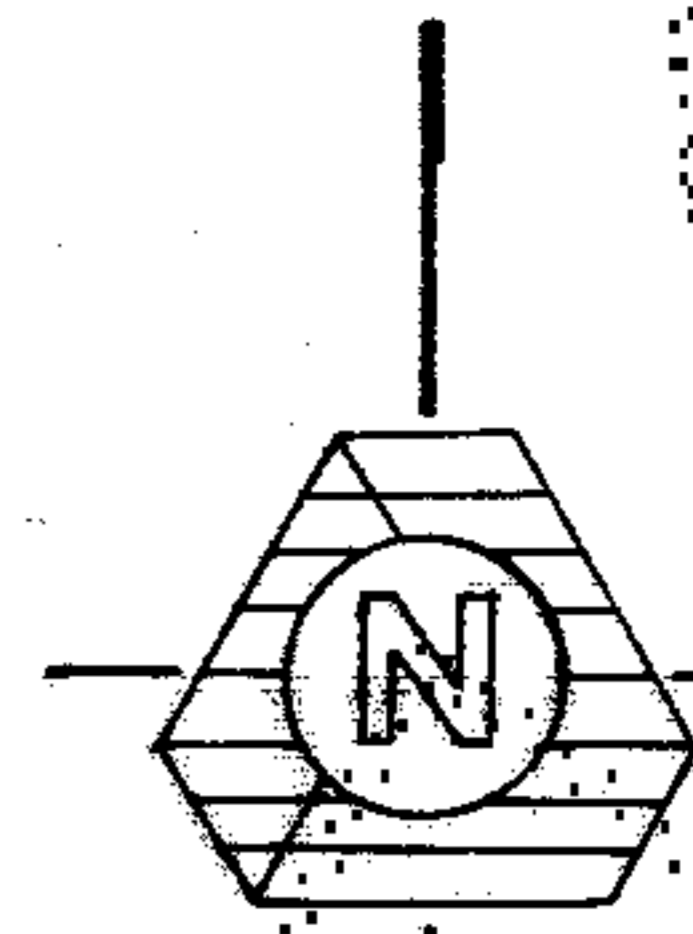
228-22D

- LEGEND**
- ✱ SET KING COUNTY STANDARD CONC. MON. & CASE
 - BSBL BUILDING SETBACK LINE
 - (R) RADIAL
 - * SEE NOTES 2 & 12 ON SHEET 2

ASPENWOOD

SECTION 4, TWP. 26 N., RGE. 6 E., W.M. KING COUNTY WASHINGTON

SEE SHEET 2 FOR GENERAL NOTES



SCALE: 1" = 100'
MERIDIAN: KCAS

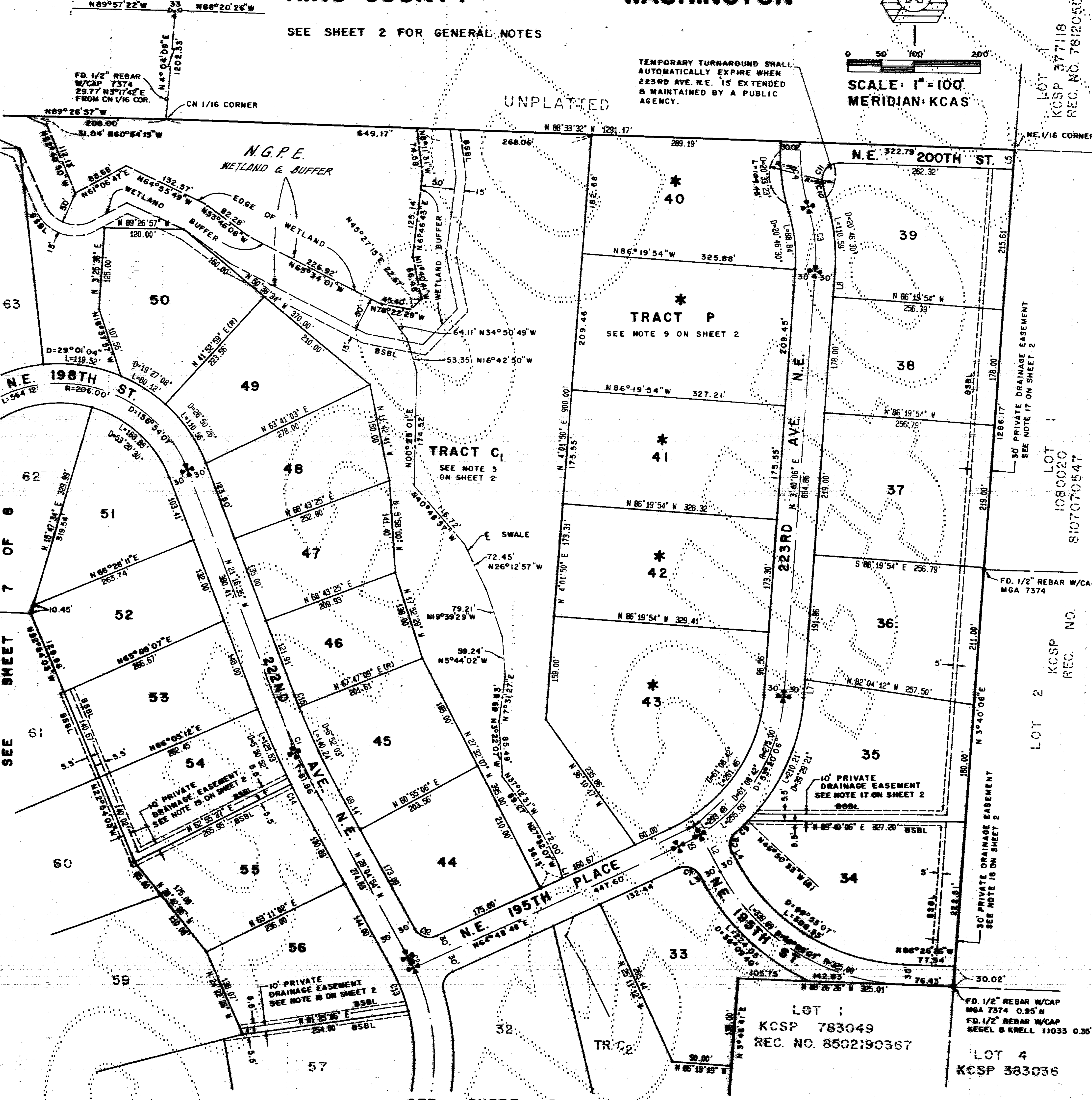
152/85

LOT 1
KCSP 377118
REC. NO. 7812050979

LOT 2
KCSP 1080020
REC. NO. 8107070547

LOT 3
KCSP 783049
REC. NO. 8502190367

LOT 4
KCSP 383036



LINE	BEARING	DISTANCE
L1	N 71° 43' 50" W	21.03
L2	N 20° 33' 15" W	64.32
L3	S 20° 33' 15" E	0.00
L4	N 20° 33' 15" W	17.48
L5	S 7° 00' 00" E	30.32
L6		
L7	N 7° 00' 00" E	30.00
L8	S 7° 00' 00" E	30.00

CURVE	ARC	DELTA	RADIUS
C1	163.47	7° 46' 19"	1200.00
C2	18.96	3° 20' 34"	325.00
C3	98.71	20° 46' 30"	275.00
C4	98.72	20° 46' 32"	275.00
C5	37.40	7° 46' 35"	275.00
C6			
C7	37.80	8° 37' 32"	25.00
C8	33.44	10° 57' 57"	25.00

BALD FILE NO. 687-5
TRIMAD ASSOCIATES KIRKLAND, WA JOB NO. 85-143

SHEET 6 OF 8 SHEETS



152/85
VOL 7

22B-22E

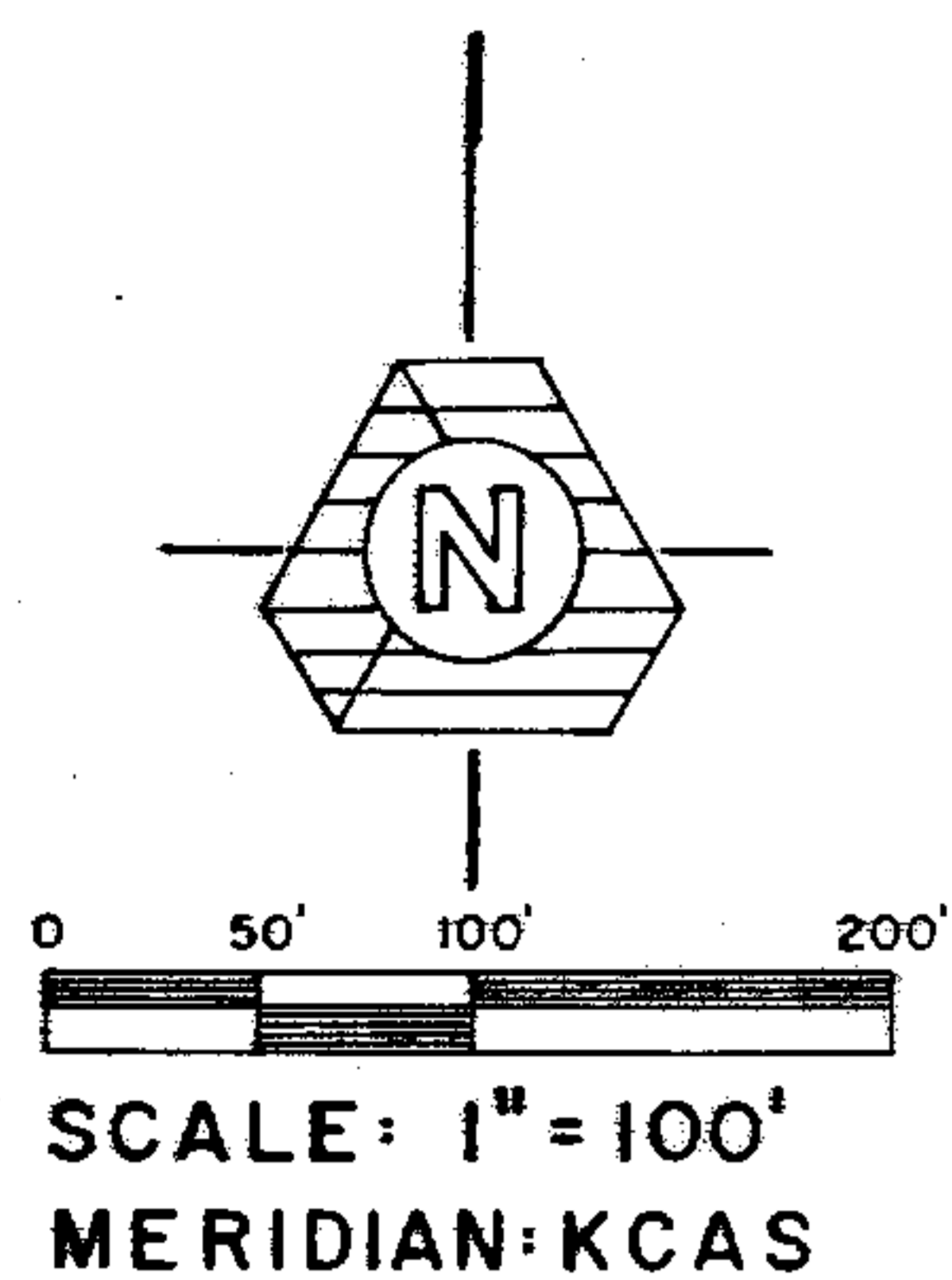
LEGEND

- SET KING COUNTY STANDARD CONC. MON. & CASE
- BSBL BUILDING SETBACK LINE
- (R) RADIAL
- * SEE NOTES 2 & 12 ON SHEET 2

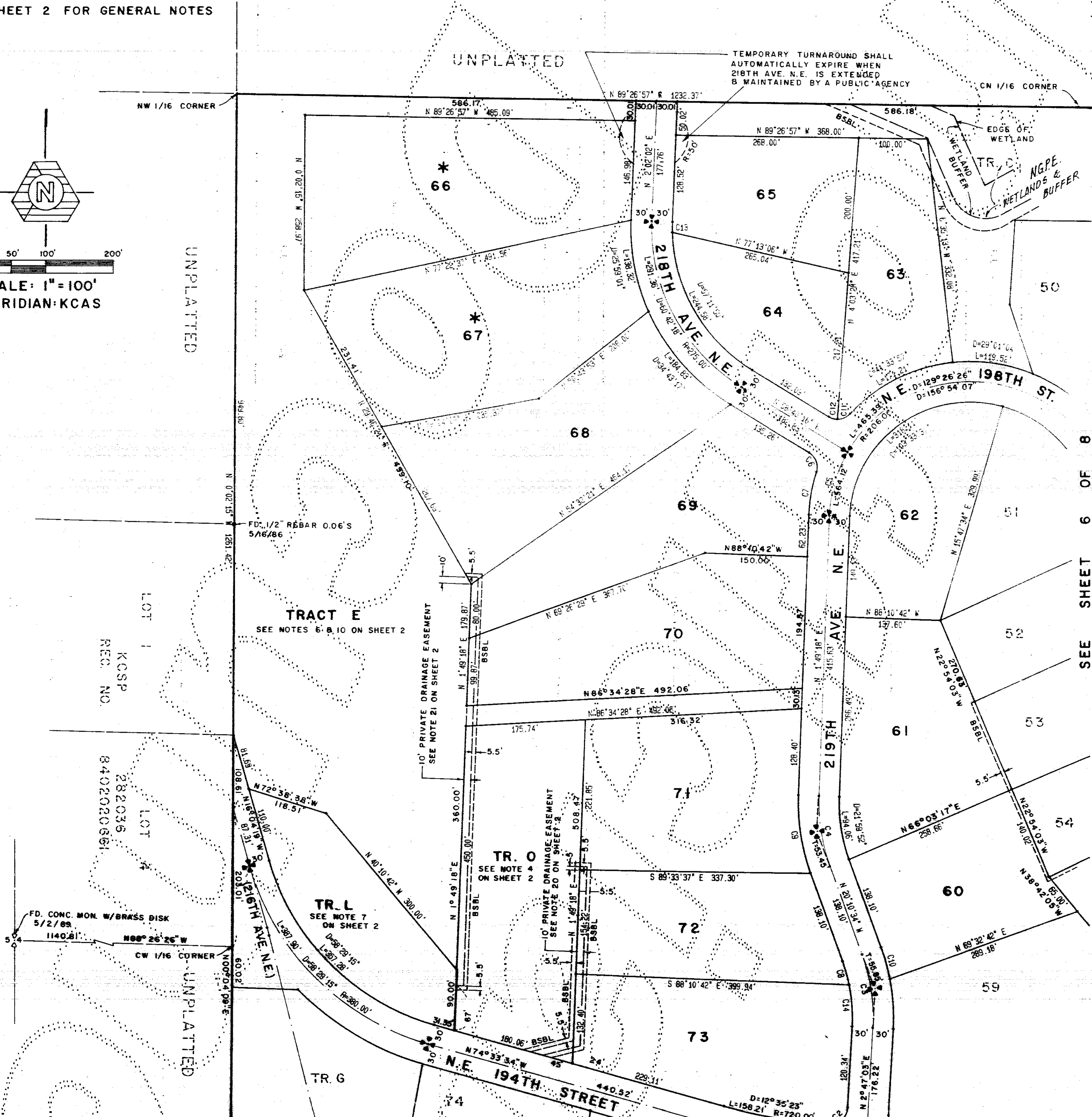
ASPENWOOD SECTION 4, TWP. 26 N., RGE. 6 E., W.M. KING COUNTY WASHINGTON

152/86

SEE SHEET 2 FOR GENERAL NOTES



UNPLATTED

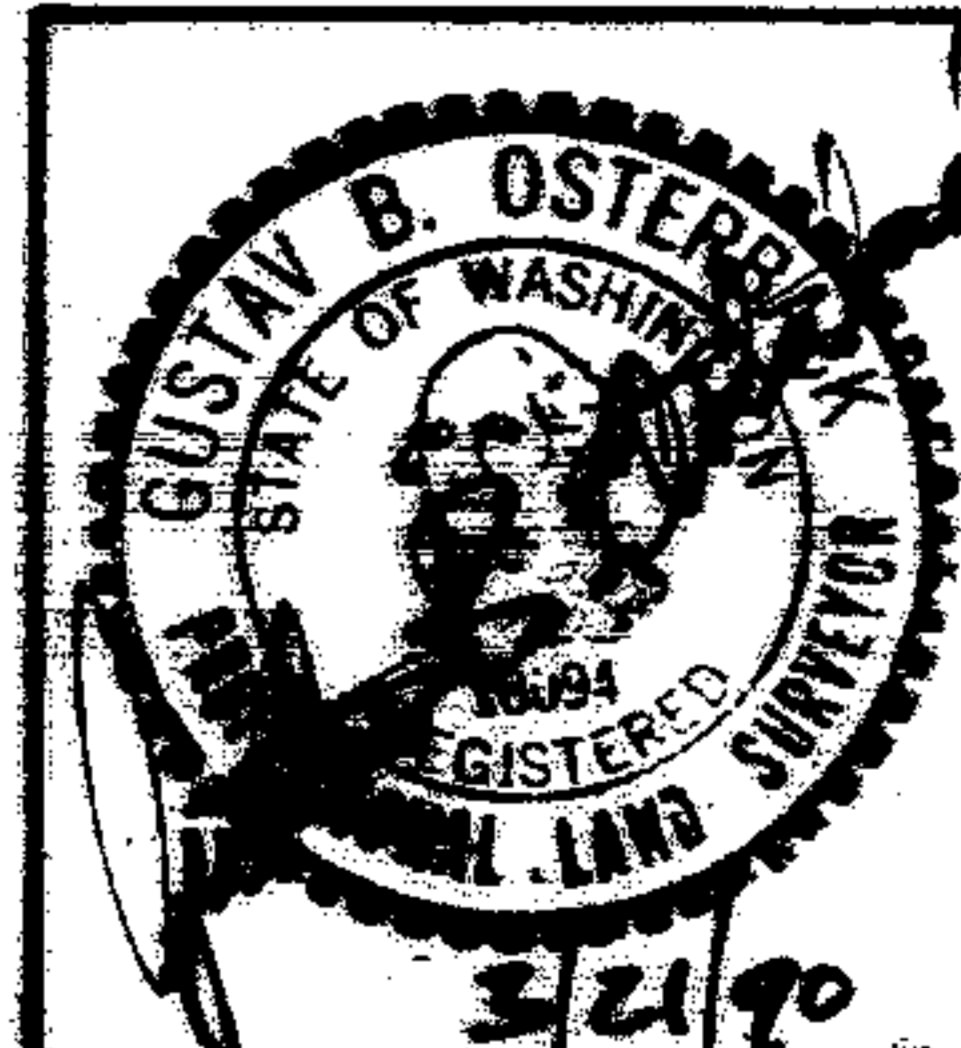


SEE SHEET 6 OF 8

CURVE	ARC	DELTA	RADIUS	CURVE	ARC	DELTA	RADIUS
C1				C8	36.07	8°26'05"	245.00
C2	39.30	90°04'01"	25.00	C9	117.10	21°59'52"	305.00
C3	110.20	22°57'37"	275.00	C10	48.00	9°01'01"	305.00
C4	105.58	21°59'52"	275.00	C11	21.27	48°44'27"	25.00
C5	98.73	27°27'41"	206.00	C12	13.41	30°44'27"	25.00
C6	33.24	76°10'41"	25.00	C13	15.00	3°30'28"	245.00
C7	64.61	15°41'08"	236.00	C14	62.11	14°31'33"	245.00

BALD FILE NO. 687-5
TRIAD ASSOCIATES KIRKLAND, WA JOB NO. 85-143

SHEET 7 OF 8 SHEETS



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LEGEND

- SET KING COUNTY STANDARD CONC. MON. & CASE
- B.SBL BUILDING SETBACK LINE
- (R) RADIAL
- NGPE NATIVE GROWTH PROTECTION EASEMENT

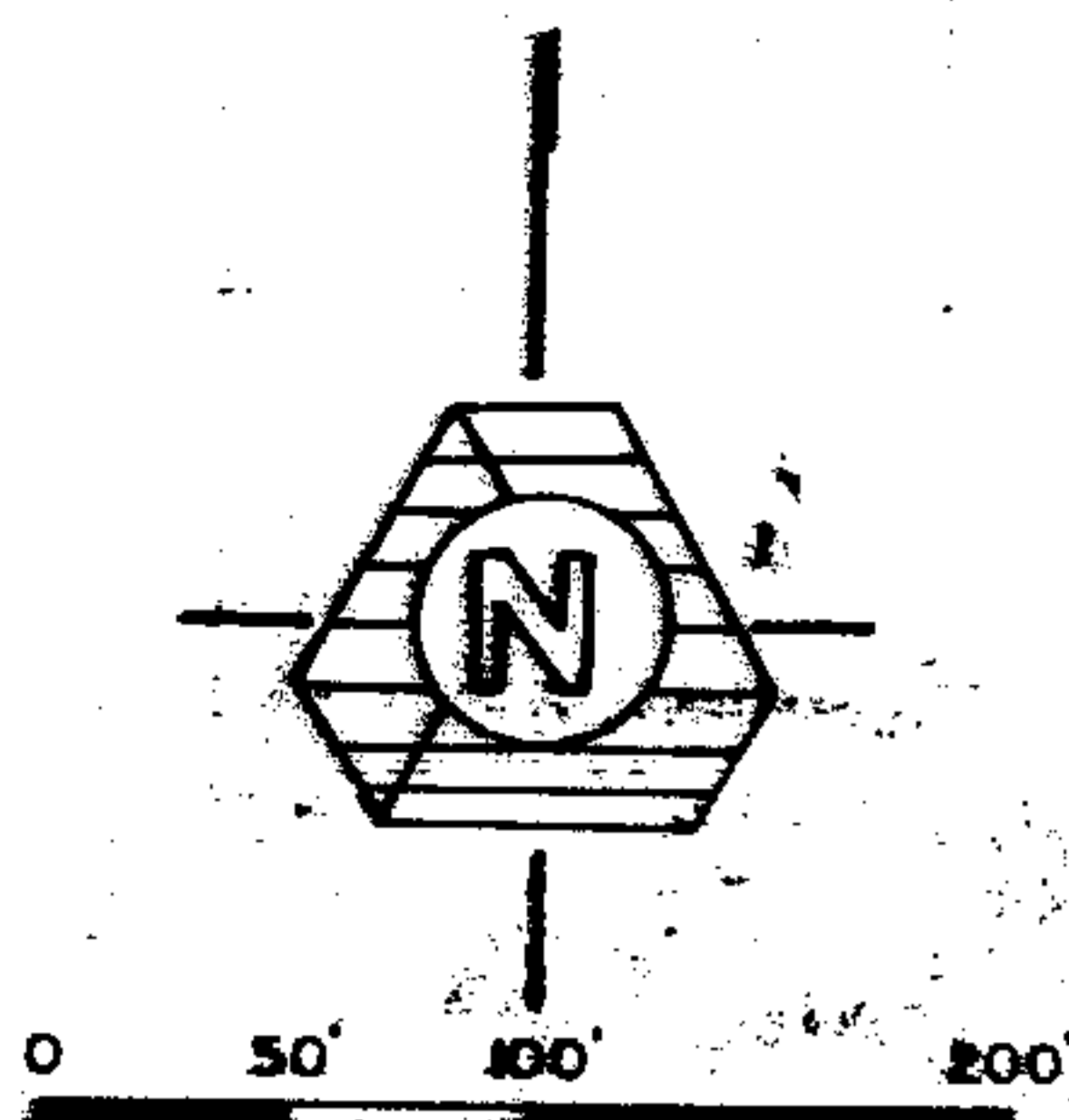
ASPENWOOD SECTION 4, TWP. 26 N., RGE. 6 E., W.M. KING COUNTY WASHINGTON

152/87

SEE SHEET 7 OF 8

SEE SHEET 2 FOR GENERAL NOTES

CW 1/16 CORNER



SCALE: 1"=100'
MERIDIAN: KCAS

LINE	BEARING	DISTANCE
L1	N 45°17'13" E	67.85
L2	N 44°40'57" E	11.78
L3	N 1°25'54" E	82.38
L4	N 2°08'45" E	52.84
L5	N 85°40'25" N	83.18
L6	S 85°40'25" W	35.92
L7	S 45°34'25" W	47.10
L8	S 30°32'12" W	30.83
L9	N 85°35'40" N	85.89
L10	N 85°35'40" E	82.74
L11	N 85°35'40" E	85.34
L12	N 85°35'40" E	82.46
L13	N 85°35'40" E	80.79
L14	N 85°35'40" E	50.50
L15	N 44°34'25" E	36.24
L16	N 44°34'25" E	77.39
L17	N 32°27'20" W	46.97
L18	N 13°55'40" W	57.52
L19	N 00°59'51" W	28.02
L20	N 2°01'58" W	40.92
L21	N 39°21'38" W	95.00
L22	N 39°21'38" W	67.27
L23	N 39°21'38" W	61.22
L24	N 15°46'40" E	65.48
L25	N 47°45'06" E	59.08
L26	N 67°07'15" W	45.45
L27	N 67°07'15" W	53.85
L28	N 67°23'11" W	67.74
L29	N 50°23'47" W	59.17

CURVE	ARC	BELTA	CHORDS
C1	24.57	7°04'30"	89.80
C2	32.35	7°26'37"	249.80
C3			
C4			
C5			
C6	38.48	5°38'45"	400.00
C7	88.41	17°31'31"	358.80
C8	94.35	31°47'30"	573.72
C9	69.88	5°20'22"	750.80
C10	111.52	8°31'08"	750.80
C11	110.20	22°57'57"	275.00
C12	83.37	11°41'03"	785.80
C13	38.38	31°30'54"	25.80
C14	25.20	8°32'43"	188.22
C15	25.72	81°14'57"	25.80

CURVE	ARC	BELTA	CHORDS
C16	18.87	41°25'25"	25.80
C17	58.32	14°31'21"	287.72
C18	35.71	81°49'58"	25.80
C19	29.55	2°10'38"	288.80
C20			
C21			
C22			
C23			
C24			
C25	37.38	25°38'28"	50.80
C26	42.51	48°42'35"	50.80
C27	41.29	47°48'53"	50.80
C28	38.80	5°45'30"	288.80
C29			
C30			
C31			
C32			

UNPLATTED

UNPLATTED

CS 1/16 CORNER
FD 1/2 REBAR W/CAP
ASR 3760
5/86



152/87

FURNISHED BY
FIRST AMERICAN TITLE
INSURANCE COMPANY
SEATTLE, WA

RECEIVED THIS DAY

JUN 14 1 41 PM '90

BY _____
RECEIVED _____
FAC. _____

DECLARATION

of

COVENANTS, CONDITIONS, RESTRICTIONS

AND

EASEMENTS AND RESERVATIONS

of

ASPENWOOD

9006141185

90/06/14		#1185 R
RECD F	36.00	
REC FEE	2.00	
CASHSL		***38.00

for Record at Request

CASE: GORDON & COHN
155 - 108TH AVE NE
X 700 BULLOCKE WA
98007

25X1

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9006141185

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THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS, (this "Declaration") is made by Aspenwood Associates, a Washington general partnership ("Declarant") this 14th day of June, 1990.

RECITALS

Declarant is the owner and developer of that certain real property (the "Property") in King County, Washington, described as the plat of Aspenwood, recorded in Volume 152 of Plats, pages 80 through 87, King County recording No. 9006130380, records of King County, Washington.

Declarant wishes to subject the Property to this Declaration.

NOW THEREFORE, Declarant declares that the following described real property, located in King County, Washington:

Aspenwood, an addition to King County, Washington according to the plat thereof, recorded in Volume 152 of Plats, pages 80 through 87, records of King County, Washington

Which real property was previously legally described as:

PARCEL A:

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 26 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON; AND

THE SOUTH 30 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 26 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THE WEST 60 FEET THEREOF.

PARCEL B:

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; ALSO

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; ALSO

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; ALSO

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; EXCEPT THE EAST HALF OF THE NORTHEAST QUARTER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; AND EXCEPT THE SOUTH 30 FEET OF THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, LYING EAST OF THE WEST 60 FEET THEREOF;

ALL IN SECTION 4, TOWNSHIP 26 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON;

is hereby made subject to, and shall be held, conveyed and occupied subject to the covenants, conditions, restrictions, easements, assessments and liens set forth herein in addition to any set forth on the recorded plat, OR IN ANY OTHER INSTRUMENTS of record affecting the Property. The matters set forth herein are for the purpose of enhancing the value and desirability of the Property, and shall be deemed to be covenants running with the land, and shall be binding upon Declarant and all of Declarant's grantees, assigns and successors, until the expiration of this Declaration.

ARTICLE 1. DEFINITIONS

Section 1.1 Words Defined. For the purposes of this Declaration and any amendments hereto, the following terms shall have the following meanings:

"Architectural Control Committee" shall mean the Architectural Control Committee of Aspenwood.

"Association" shall mean Aspenwood Estates Improvement Association described in Article 4 of this Declaration, its successors and assigns.

"Board" shall mean the board of directors of the Association.

"Common Areas" is defined in Section 2.1.1.

"Common Area Improvements" is defined in Section 2.1.2.

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

"Declarant" shall mean Aspenwood Associates, a Washington General Partnership and its heirs, successors and assigns.

"Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions, and Reservations for Aspenwood, as it may from time to time be amended.

"Entrance Easement" shall have the meaning set forth in Section 2.4 hereof.

"Easements for Utilities and Drainage", "Utilities' Easements", and "Drainage Easements" shall have the meaning set forth in Section 2.3 hereof.

"First Mortgage" and "First Mortgagee" shall mean, respectively: (a) a recorded Mortgage on a Lot that has legal priority over all other Mortgages thereon; and (b) the holder of a first mortgage. For purposes of determining the percentage of First Mortgagees approving a proposed decision or course of action in

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

"Future Easements" is defined in Section 2.2.1.

"Future Improvements" is defined in Section 2.2.1.

"Lot" shall mean any one of the Ninety-three (93) lots numbered 1 through 93 on the Plat of Aspenwood, and (unless specifically provided herein to the contrary) tract P which has been reserved for future development, all of which are described in the plat thereof, recorded in Volume 152 of Plats, pages 80 through 87, records of King County, Washington. Tract P shall have all of the rights, duties and benefits of any of the other lots within Aspenwood; PROVIDED THAT, Declarant reserves the right to hereafter convey title to Tract P to the Association, and upon doing so the same shall become a Common Area, to be treated for all purposes as a Common Area, retroactive to the date of this Declaration. In the event that an Owner hereafter purchases adjoining lots, and irrevocably combines the same into a single Lot, the Lot thereby created shall be deemed to be a single Lot for all purposes of this Declaration, excepting only for purposes of assessment and voting, for which purpose said lots shall retain their prior separate status.

"Mortgage" shall mean a recorded mortgage or deed of trust that creates a lien against a Lot and shall also mean a real estate contract for the sale of a Lot.

"Mortgagee" shall mean the beneficial owner, or the designee of the beneficial owner, of an encumbrance on a Lot created by a mortgage or a deed of trust and shall also mean the vendor, or the assignee of a vendor, of a real estate contract for the sale of a Lot.

"Owner" shall mean the record owner, whether one or more persons, of fee simple title to a Lot within the Property, including a contract seller (except those having such interest merely for the performance of an obligation).

"Participating Builder" shall mean a Person who acquires from Declarant two or more Lots for the purpose of improving the same for resale to future Owners.

"Person" shall mean an individual corporation, partnership, association, trustee or other legal entity.

"Plat" shall mean the recorded plat of Aspenwood and any amendments, corrections, or addenda thereto subsequently recorded.

"Property" shall mean the land contained in the plat of Aspenwood Estates, described hereinabove.

"Structure" shall mean any building, fence, wall, driveway, walkway, patio, swimming pool or the like.

Section 1.2 Form of Words. The singular forms of words shall include the plural and the plural shall include the singular. Masculine, feminine and neuter pronouns shall be used interchangeably.

Section 1.3 Construction. In construing words herein, words shall have their usual and ordinary meaning, except as specifically defined herein or in any other documents recorded with respect to the Plat; provided that words which are not defined herein or in such other recorded documents, shall, if ambiguous, have the meaning given them (if any) in zoning and building regulations, ordinances and regulations of the governmental entity with jurisdiction in the area in which the Property is located.

ARTICLE 2. COMMON AREAS, IMPROVEMENTS AND EASEMENTS

Section 2.1 Common Areas and Common Area Improvements.

2.1.1 "Common Areas" shall mean and include any and all areas reserved for easements, as set forth, described or depicted in the Plat or otherwise reserved by Declarant, including without limitation, trails, access easements, storm water retention and detention system easements, drainage channel easements, native growth protection easements, open space, recreation tracts (if any) and any other parcels which may be conveyed to the association.

2.1.2 "Common Area Improvements" shall mean and include all improvements and facilities installed upon any of the Common Areas, including without limitation, storm water retention and detention systems, drainage channels, signs, landscaping, and other amenities.

2.1.3 The Owners of Lots which are burdened by any Common Areas shall not in any manner interfere with the Association's maintenance, use and operation of the Common Areas, but such Owners may use the Common Areas within their respective Lots in any lawful manner that does not so interfere. Declarant makes no warranty or representation as to what, if any, uses may be made of any Common Areas.

2.1.4 Nothing shall be altered or constructed upon, or removed from the Common Areas, except upon the prior written consent of the Board; and, if such consent is obtained, then no such activity shall take place without the consent (including issuance of permits if applicable) by all governmental bodies with jurisdiction over the area.

Section 2.2 Future Easements and Improvements.

2.2.1 "Future Easements" shall mean those additional areas over which Declarant may elect to reserve landscaping easements, sign easements and such other easements as Declarant deems appropriate.

2.2.2 Future Improvements" shall mean those improvements which may hereafter be installed upon "Future Easement" areas.

2.2.3 The Future Easements and the Future Improvements shall: (1) be described as to location and purpose in either the Final Plat Certificate or another recorded instrument executed by Declarant which refers to this Section 2.2; (2) be for the benefit of the Association, all Owners and Declarant; and, (3) be deemed part of the Common Areas upon the recording of such Final Plat Certificate or other recorded instrument.

Section 2.3 Utility Easements and Easements Upon Face of Plat.
Upon the face of the plat for Aspenwood, certain easements are created. Further, Declarant does hereby establish create and reserve for the benefit of Declarant, the Association and all Owners, an easement for the installation and maintenance of utility lines and drainage facilities under, over and upon a ten (10) foot wide strip measured from the front line. The front line shall be deemed to be the line parallel to the street on which the lot fronts. Said easements may be referred to from time to time by any of the following: "Utilities and Drainage Easement", or "Easements for Utilities and Drainage", or "Utilities Easement", or "Drainage Easement".

2.3.1 No Lot Owner shall allow or permit any structure or landscaping to be located, installed or grown upon the area subject to the Utilities and Drainage Easements which might in any way damage or interfere with the installation and operation of utility lines or drainage facilities. Each Lot Owner shall maintain the area of his Lot subject to the Utilities and Drainage Easement in a condition which will not interfere with the operation and maintenance of utility lines and drainage facilities.

2.3.2 Each person utilizing the Utilities and Drainage Easement areas located on another's Lot shall promptly restore such area to a condition as close to its original condition as reasonably practical after making such use.

Section 2.4 "Entrance Easement" shall mean those easements reserved by Declarant for signage and landscaping at the southerly entrance to Aspenwood (in tracts A and N), and upon the following portions of Lots 86, 87, and 22: The Northerly Twenty (20) feet of the westerly One Hundred-Fifty (150) feet of lot 22; The Northerly Ten (10) feet of the easterly One Hundred-Fifty (150) feet of lot 87; and the Southerly Fifteen (15) feet of the easterly One Hundred-Fifty (150) feet of lot 86. Said easements may be described with greater particularity in the "Reservation of

Entrance Easements" hereafter recorded. The above described "Entrance Easements" shall be used solely for the purpose of signage and landscaping (including fencing and placing of monuments).

Section 2.5 "Landscaping Easements" & "Signage Easements" shall mean those easements obtained for the purposes of signage and landscaping including those described above, those hereafter reserved (if any), and those off-site (whether now held or hereafter obtained). To date, Aspenwood has obtained the benefit of four (4) easements outside of the boundaries of Aspenwood for the purpose of landscaping and signage. These easements have been recorded under King County Recording Numbers 8910090515, 8911031387, 8911171289 and 8911171290, respectively. Each document creating said easements imposes obligations upon the Aspenwood Estates Improvement Association, and upon the owners of lots in Aspenwood, which are deemed to have been accepted by each person who comes into title to any of the lots, as well as by the Association. Said obligations arise solely by virtue of the ownership of lots, and shall terminate upon the termination of such ownership. Further easements for landscaping and signage may be obtained, imposing similar rights and obligations.

ARTICLE 3. CONSTRUCTION ON LOTS AND USE OF LOTS

Section 3.1 Uniformity of Use and Appearance. One of the purposes of this Declaration is to assure within the Property:

- (1) a uniformity of use and quality of workmanship, materials, design, maintenance and location of Structures with respect to topography and finish grade elevation and
- (2) that there will be no undue repetition of external designs.

It is in the best interest of each Owner that such uniformity of use be maintained as hereinafter provided. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single family dwelling. Accessory Structures including carports and storage buildings are prohibited, except as allowed by the provisions of this Article 3. Notwithstanding anything herein set forth, the Construction of any Structure shall comply with the more restrictive of either (1) the terms and conditions of this Declaration, or (2) the laws, ordinances and regulations of any governmental entity having jurisdiction.

Section 3.2 Submission and Approval of Plans.

3.2.1 Submission. Before commencing Construction of any Structure on any Lot, the Owner shall submit to the Architectural Control Committee two (2) complete sets of detailed building and construction plans and specifications, surface water runoff control plans, landscaping plans, and a site plan showing the location of all proposed Structures (the foregoing plans, speci-

fications and site plans are collectively referred to herein as the "Plans").

3.2.2 Form. The Plans shall be submitted in a form satisfactory to the Architectural Control Committee, which may withhold its approval by reason of its reasonable dissatisfaction with the location of the Structure of the Lot, exterior color scheme, finish, architecture, height, impact on view from another Lot or Lots, appropriateness of the proposed Structure, materials used therein, or because of its reasonable dissatisfaction with any other matter which, in the reasonable judgment of the Architectural Control Committee, would render the proposed structure inharmonious with the general plan of development of Aspenwood or other Structures nearby.

3.2.3 Written Action. The Architectural Control Committee's approval or disapproval of Plans shall be in writing and approval shall be evidenced by written endorsement on such Plans, one copy of which shall be delivered to the Owner of the Lot upon which the Structure is to be Constructed. If the Architectural Control Committee, or its designated representative fails to approve or disapprove Plans in writing within thirty (30) days of submission of the Plans, then the Plans shall be deemed approved as submitted. No Plans shall be deemed to be submitted, until all of the Plans (complete in all respects) associated with the development of a Lot have been submitted. Prior to commencement of construction, the Owner shall deliver to the Architectural Control Committee, a copy of the Erosion Control plans for the lot showing the approval of King County.

3.2.4 No Alteration Without Approval. No portion of any Plan shall be altered without the prior written approval of the Architectural Control Committee. No alteration of the exterior appearance of any structure (including, but not limited to, alteration of the color of any structure) shall be made without prior written approval of the Architectural Control Committee.

3.2.5 Enforceability. The Architectural Control Committee's review and approval or disapproval of Plans on the basis of cost, aesthetic design, harmony with previously approved Structures on or about other Lots in the Property, and location, shall be absolute and enforceable in any court of competent jurisdiction, including, but not limited to the obtaining of injunctive relief. In the event injunctive relief is sought, if any bond is required, the cost of said bond shall be paid by the lot owner whose activity would be enjoined. The Architectural Control Committee's approval of any Plans, however, shall not constitute any warranty or representation whatsoever by the Architectural Control Committee or any of its members that such Plans were examined or approved for engineering or structural integrity or sufficiency of compliance with applicable governmental laws, codes, ordinances and regulations, and each owner hereby releases any and all claims or potential claims against the Architectural Control Committee, each member of the Commit-

tee, the Board, each member of the Board, and their heirs, successors and assigns, of any nature whatsoever, based upon engineering or structural integrity or sufficiency of compliance with applicable governmental laws, codes, ordinances and regulations.

Section 3.3. Size and Height Requirements and Restrictions.

3.3.1 Floor Area. The floor area of the main house Structure, exclusive of open porches and garages shall be not less than:

- (i) 2,600 square feet for a dwelling containing a single level;
- (ii) 3,000 square feet for a dwelling containing two levels; except that dwellings containing two levels which are situated on lots numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 24, 25, 26, 27, 28, 87, 88, 89, 90, 91, 92, or 93, shall consist of at least 2,800 square feet; and,
- (iii) 3,000 square feet for a dwelling containing three levels.

3.3.2 Height. No Structure may be built to a level higher than (2) stories above grade.

Section 3.4 Construction and Use Restrictions

3.4.1 Residential Use. The Lots are intended for and restricted to use for single family residences only, on an ownership, rental or lease basis, and for social, recreational, or other reasonable activities normally incident to such use. Provided that, Declarant and Participating Builders may use dwellings owned by them as sales offices and models.

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

3.4.3 Completion of Construction. Any Structure erected or placed on any Lot shall be completed as to external appearance within eight (8) months after the date of commencement of construction. All Lots shall be maintained in a neat and orderly condition during Construction.

3.4.4 Garages & Parking. Each residence shall include a garage sufficient to hold at least three (3) motor vehicles. Trucks, campers, trailers, boats, motorcycles or vehicles not in

operable condition and current use shall not be parked on any Lot in a location visible from any street. No vehicles shall be parked over night on any street; provided that vehicles owned by guests may occasionally be so parked.

3.4.5 Signs. No sign of any kind shall be displayed to the public view on or from any Lot without the prior written consent of the Board, except for "For Rent" or "For Sale" signs in a form permitted by any rules and regulations of the Board. In the absence of any such rule or regulations, there may only be placed on each Lot one (1) "For Sale or "For Rent" sign, not larger than five (5) square feet. This shall not be deemed to apply to Declarant or to restrict Builders from placing such signs on Lots sufficient to meet the requirements of any law, ordinance or government regulation.

3.4.6 Animals. No Animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that not more than three (3) household pets may be kept on a Lot. The restriction shall not apply to unweaned puppies or kittens. No animals shall be kept for commercial purposes. Said permitted animals must be kept in the rear yard areas of Lots. All animal enclosures must be kept in a clean, neat and odor-free condition at all times; and shall be at a distance of not less than 70 feet from Lot lines and erosion control Structures if directed by the Board. The Board may at any time require the removal of any animal which it finds is disturbing other Owners or tenants unreasonably, in the Board's determination, and may exercise this authority for specific animals even though other animals of the same type are permitted to remain. Notwithstanding anything set forth herein all owners shall comply with all applicable governmental laws, codes, ordinances and regulations. No horses may be kept at any time on any lot.

3.4.7 Temporary Structures. No Structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be installed, placed or used on any Lot as a residence, either temporarily or permanently.

3.4.8 Clothes Lines. No washing, rugs, clothing, apparel or any other article shall be hung from the exterior of any Structure or on a Lot so as to be visible from the streets, roadways, or any other Lot.

3.4.9 Radio and Television Aerials. No television or radio aerial shall be erected or placed on any Lot which is visible from the streets, roadways, or any other Lot. No rotary beams, separate towers or other similar devices shall be constructed on any Lot. No satellite receiving dishes or other such electronic receiving devices shall be located on any Lot.

3.4.10 Trash Containers and Debris. All trash shall be placed in containers which shall be either buried or screened so as not to be visible from adjoining Lots, streets or roadways.

No Lot or any portion thereof shall be used as dumping ground for trash or rubbish of any kind. Yard rakings, dirt and debris resulting from landscaping work or Construction shall not be dumped on to adjoining Lots or streets or roadways. Compost piles may be kept upon the Lots provided they are kept in a clean, neat and sanitary condition.

3.4.11 Offensive Activity. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done therein which may be or become an annoyance or nuisance to other Owners or tenants.

3.4.12 Setbacks. No Structure shall be located closer than:

- (i) thirty (30) feet from the front line of any Lot;
- (ii) fifteen (15) feet from the sidelines of any Lot; and
- (iii) twenty-five (25) feet from the rear line of any Lot.

Provided That, if due to special configuration characteristics of a Lot, said Setback provisions would work an unreasonable hardship, the Board may approve lesser setbacks in the particular case. Accessory buildings may be located closer to the various Lots lines, if approved by the Board in writing in advance. For purposes of this Section, eaves, steps and open porches shall not be considered as part of the Structure; provided that this Section shall not be construed to permit any portion of a Structure on any Lot to encroach upon any other Lot. All Structures shall also comply with all applicable governmental laws, codes, ordinances and regulations pertaining to setbacks.

3.4.13 Fences. No fences shall be constructed on any Lot except as approved by the Board. All such fences shall be constructed in a good and workmanlike manner of suitable fencing materials and shall be artistic in design and shall not detract from the appearance of any adjacent Structures. No chain link fence will be allowed.

3.4.14 Underground Utilities. All utility lines located outside a dwelling unit shall be in conduits attached to such units or placed underground.

3.4.15 Drainage. Any and all drainage from a Lot which causes erosion problems in the reasonable opinion of the Board (and notwithstanding any approvals for on-site erosion control obtained from any governmental entity), shall be piped at the Lot Owner's expense to the nearest underground public storm drains. Roof drains shall be connected to public storm sewer systems, and where they cannot be so connected they shall be (i) connected to gravel drywells at least two (2) feet wide, twenty

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(20) feet long and two (2) feet deep, and (ii) covered with six (6) feet of earth with an overflow pipe at the top. The foregoing requirements are the minimums imposed by these Covenants. In the event that more stringent requirements are imposed by King County, Washington, or such other governmental entity with jurisdiction to do so, then those more stringent requirements shall be complied with by the Lot Owner. The Lot Owner shall be fully responsible to all persons (including, but not limited to Declarant) for any legally compensable damages suffered as a result of runoff leaving the Lot.

3.4.16 Tree Cutting. No trees with a diameter of six (6) inches or more, measured at a height three (3) feet above ground level, may be cut or removed from any Lot without the prior approval of the Architectural Control Committee and the Board. The cutting and removal of any such trees reasonably necessary to construct or install any approved Structures, walkways and driveways, in their approved location, shall be deemed authorized. For the purpose of this provision, the Structure that will serve as the single family residence constructed on the Lot shall include the area covered by the house foundation plus clearances of 15 feet from front, side and rear house walls.

3.4.17 Damage. Any damage to streets, plat improvements, entry structure, fences, landscaping, mailboxes, lights and lighting standards by Lot Owners, their children, contractors, agents, visitors, friends, relatives, invitees, or service personally shall be repaired by such Owner within twelve (12) days from the occurrence of such damage.

3.4.18 Yard Lamps. Each Lot shall have at least one (1) yard lamp in the front ten (10) feet thereof. Such lamps shall be attractive in appearance and at least three (3) feet, but not more than eight (8) feet in height. All lamps must be approved by the Architectural Control Committee before installation. All yard lamps must be on photo cell and must be activated between dusk and dawn.

3.4.19 Sewage Disposal. No individual sewage disposal system shall be permitted on any Lot unless such system shall be designed, located, constructed and maintained in accordance with all applicable governmental laws, ordinances, standards and regulations. No Lot Owner shall disturb drain field areas on adjacent Lots for any reason. No drain field areas on an Owner's Lot shall be disturbed in any way except during installation and maintenance activities, and then only after approval of such system shall be obtained from the responsible public agency. The Lot Owner shall bear the full risk of loss of damage to drain fields. Individual sewage disposal systems must be approved by the applicable governmental agencies prior to any activity on any Lot, including but not limited to, clearing or construction of any kind.

NOTE: As stated on the face of the Plat for Aspenwood - soils in drainfield areas on all lots may be marginal and must not be altered or disturbed. Disturbance of drainfield areas prior to installation of drainfields could render a lot non-buildable. The drainfield and reserve areas must be staked by the on-site sewage disposal designer prior to clearing or grading. No grading or cuts are to be made without the sewage system designer's approval. Some areas now considered seasonal water could later be considered surface water, depending on development and drainage work done. This could affect suitability of those lots in the future.

3.4.20 Driveways. All driveways shall be surfaced with asphalt or a better material. All concrete driveways shall have an expansion joint at the property line and shall be properly drained, either to street drainage systems or by other appropriate means. Owner shall insure that no contractor, subcontractor (including but not limited to concrete suppliers and finishers), or other person, shall permit any material of any kind to enter any drainage ditch, catch-basin, drainage pipe, drainage easement, or Common Area.

3.4.21 Landscaping Completion. Within thirty (30) days following final house inspection by King County (but not later than the time required by any governmental entity with jurisdiction), each lot shall be regraded and landscaped so as to meet or exceed the following minimum standards:

1. All construction material and debris shall be removed from the lot and subdivision;
2. The front and back yard area shall be landscaped with a mixture of grass, shrubbery, stone, trees or bark; and,
3. All other areas of the lot where native soil is exposed, shall be vegetated with grass or better vegetation.

All such landscaping shall be maintained in good condition and repair at all times.

3.4.22 No Obstruction of Sight Lines. No fence, wall, tree, hedge, shrub or planting which obstructs street intersection sight lines at elevations between two (2) and eight (8) feet above the level of adjacent roadways, shall be placed or permitted to remain on any corner lot, including any rounded property corner, in such location as to create a hazard. If the Board determines that any such hazard exists, which has not been remedied by a Lot Owner, the Board may require the Lot Owner to promptly remedy such hazard by removal or modification of the obstructing object.

3.4.23 Covenants With Respect to the Woodland Heights Maintenance Association. No owner or resident of any lot in Aspenwood, and no invitee of any owner or occupant of any lot in Aspenwood, shall use N.E. 195th Street, if subsequently improved, as a means of ingress or egress, to or from Aspenwood. This prohibition shall continue until such time as the roads in the Woodland Heights area bordering on the east of Aspenwood have become public roadways.

The Woodland Heights Maintenance Association, and each of its members, is hereby given the right to full enforcement of any violation of this covenant, and is specifically identified as the beneficiary of this covenant. The Woodland Heights Maintenance Association is hereby authorized to commence an action at any time that a violation of this covenant occurs, against any violator of this covenant, which action may, but is not required to, seek any of the following relief: injunction against further violation; damages for trespass and for any damages suffered; attorney's fees and costs in bringing such action; and, such other relief as a court may deem appropriate.

Section 3.5 Minimum Standard Materials. In addition to the foregoing standards for improvement of lots within Aspenwood, and in addition to any other minimum standards which the Architectural Control Committee may hereafter establish, all structures within Aspenwood shall meet or exceed the following:

Masonry Chimneys - All exterior chimneys shall be constructed of Masonry;

Wooden Windows - All windows shall be constructed of wood components - no metal windows will be accepted;

Shake Roofs - Only shake cedar shingle and concrete tile roofing will be accepted; and,

Siding - All exterior siding shall be of cedar, stucco or brick, or such superior material as is approved by the Architectural Control Committee.

Section 3.6 Architectural Control Committee. In addition to being governed by the foregoing provisions of this Declaration, the Architectural Control Committee shall be governed by the following provisions:

3.6.1 Membership. The Architectural Control Committee shall be composed of Erwin Wood and Darrel Potter. In the event any of them is unable to serve, the Board shall select a replacement; and, until such replacement is selected the other member(s) shall comprise the committee, with full power to act.

3.6.2 Representatives. A majority of the Committee may designate a representative to act for it.

3.6.3 No Compensation. No member of the committee shall be entitled to compensation for services performed in such capacity.

3.6.4 Quorum for Action. Approval or Disapproval of any plans or other matters to be submitted to the Committee may be signified in a writing signed by any one (1) member of the Committee, and such writing shall be conclusively deemed to be the action of the Committee.

3.6.5 Termination of Initial Membership. The initial members of the Committee shall serve until such time as one hundred percent (100%) of the Lots in Aspenwood (including tract P, unless conveyed to the Association) have had homes constructed on them; or until the members die or resign; whichever event shall first occur. Following termination of the service of the initial membership of the Committee, the Board may select successors to serve for such time as the Board may determine; or, the Board may assume the duties of the Committee and shall thereafter have all of the rights, duties and powers of the Committee.

ARTICLE 4. ASPENWOOD ESTATES IMPROVEMENT ASSOCIATION

Section 4.1 Form of Association. The Aspenwood Estates Improvement Association is a nonprofit association. The rights and duties of the members and of the association shall be governed by the provisions of this Declaration, the Articles of Incorporation (which are Exhibit 2, hereto) and such other Bylaws, Rules and Regulations as may hereafter be adopted.

Section 4.2 Board of Directors. The affairs of the Association shall be governed by a Board of Directors (the "Board") which shall be composed of three members. The initial Board shall be composed of three (3) members. The initial Board shall be composed of Erwin Wood, Vicki Potter, and Darrel Potter. Subject to any specific requirements hereof, or contained in the Articles of Incorporation, the Board shall have authority to establish bylaws and operating rules and procedures. A majority of the Board may designate one or more of its members as a representative to act for it. Members of the Board shall not be entitled to any compensation for services performed as such. Nor shall Board Members be subject to liability for the faithful performance by them of their duties.

Section 4.3 Qualification for Membership. The persons identified in Section 5.1 of the Articles of Incorporation shall be the members of the Association. Membership rights may be suspended in accordance with Section 5.3 of the Articles of Incorporation.

Section 4.4 Transfer of Membership. The Association membership shall be appurtenant to the Lot(s) giving rise to such membership, and shall be not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except upon the transfer of title to the Lot and then only to the transferee of title to the Lot. Any attempt to make a prohibited transfer shall be void. Transfer of title to a Lot shall operate automatically to transfer the membership in the Association to the Owner.

Section 4.5 Number of Votes. The total voting power of the Association at any given time shall equal the number of Lots included within the Property at that time. The Owner or Owners of each Lot within the Property shall be entitled to one vote. If a Person (including Declarant, except as limited by Section 5.2 of the Articles of Incorporation) owns more than one Lot, he or she shall have the votes appertaining to each Lot owned.

Section 4.6 Voting Rights. Voting rights are determined by Section 5.2 of the Articles of Incorporation.

Section 4.7 Pledged Votes. Any Owner may, but shall not be obligated to, pledge his vote on all issues or on certain specific issues to a Mortgagee; provided, however, that if an Owner is in default under a Mortgage on his Lot for ninety (90) consecutive days or more, the Owners' Mortgagee shall automatically be authorized to declare at any time thereafter that the Lot Owner has pledged his vote to the Mortgagee on all issues arising after such declaration and during the continuance of the default. If the Board has been notified of any such pledge to a Mortgagee, only the vote of the Mortgagee will be recognized on the issues that are subject to the pledge.

Section 4.8 Annual and Special Meetings. There shall be a meeting of the members of the Association within sixty (60) days of the date Declarant turns over management of the affairs of the Association to the owners of Lots in Aspenwood. (See Section 17.3 "Duration", below.) Declarant shall cause notice of said meeting to be given, but shall not be required to perform any other duty with respect to such meeting. Thereafter there shall be an annual meeting of the members of the Association in the first quarter of each calendar year thereafter at such reasonable place and time as may be designated by written notice from the Board delivered to the Owners no less than thirty (30) days before the meeting. At the first such meeting, and at each annual meeting thereafter, the Owners shall elect, by majority vote, Board members to serve for the term specified in the Articles of Incorporation (Sections 8.2 and 8.3). Each Lot shall be entitled to one vote for each director. The financial statement for the preceding fiscal year (if any) and the budget the Board has adopted for the pending fiscal year shall be presented at the annual meeting for the information of the members. Special meetings of the members of the Association may be called at any

time upon not less than fourteen (14) days prior notice to all Owners, for the purpose of considering matters which require the approval of all or some of the Owners, or for any other reasonable purpose. Any first Mortgagee of a Lot may attend or designate a representative to attend the meetings of the Association.

Section 4.9 Books and Records. The Board shall cause to be kept complete, detailed, and accurate books and records of the receipts and expenditures (if any) of the Association, in a form that complies with generally accepted accounting principles. The books and records, authorizations for payment of expenditures, and all contracts, documents, papers and other records of the Association shall be available for examination by the Lot Owners, Mortgagees, and the agents or attorneys of either of them, during normal business hours and at any other reasonable time or times.

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ARTICLE 5. NOTICE FOR ALL PURPOSES. All notices given under the provisions of this Declaration or rules or regulations of the Association shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, the notice shall be deemed to have been delivered on the third (3rd) day of regular mail delivery after a copy has been deposited in the United States mail, first class, postage prepaid, addressed to the Person entitled to such notice at the most recent address known to the Board. Mailing addresses may be changed by notice in writing to the Board. Notices to the Board may be given to any Board member or mailed to the following address:

Board of Directors
Aspenwood Estates Improvement Association
c/o Kevin P. Casey, Attorney at Law
700 Pacific First Plaza Building
155-108th Avenue N.E.
Bellevue, Washington 98004

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

ARTICLE 6. AUTHORITY OF THE BOARD

Section 6.1 Adoption of Rules and Regulations. The Board is empowered to adopt, amend and revoke on behalf of the Association detailed administrative rules and regulations necessary or convenience from time to time to insure compliance with the general guideline of this Declaration to promote the comfortable use and enjoyment of the Property and to govern the operation and procedures of the Association. The rules and regulations shall be binding upon all Owners, occupants and all other Persons claiming any interest in the Property.

Section 6.2 Enforcement of Declaration, Etc. The Board shall have the power to enforce the provisions of this Declaration, and the rules and regulations of the Association for the benefit of the Association. The failure of any Owner to comply with the provisions of this Declaration, or the rules and regulations of the Association will give rise to a cause of action in the Association (acting through the Board) and any aggrieved Lot Owner for recovery of damages, or injunctive relief, or both.

Section 6.3 Goods and Services. The Board shall acquire and pay for as commons expenses of the Association all goods and services reasonably necessary or convenient for the efficient and orderly maintenance of all portions of the Common Areas not maintained by public utility companies or a governmental entity. The goods and services shall include (by way of illustration and not limitation) utility services for the Common Areas; policies of insurance, and maintenance, repair, landscaping, gardening, and general upkeep of the Common Areas. The Board may hire such employees as it considers necessary.

Section 6.4 Protection of Common Area. The Board may spend such funds and take such action as it may from time to time deem necessary to preserve the Common Areas, settle claims, or otherwise act in what it considers to be the best interests of the Association.

Section 6.5 Maintenance of Wetlands, Buffers and Open Space. Pursuant to the conditions of approval of the Plat of Aspenwood, the Aspenwood Estates Improvement Association is hereby charged with responsibility for the continued maintenance of the wetlands, wetland buffers, open space tracts, and common areas as described on the face of the Plat for Aspenwood.

ARTICLE 7. BUDGET AND ASSESSMENT FOR COMMON EXPENSES

Section 7.1 Fiscal Year; Preparation of Budget. The Board may adopt such fiscal year for the Association as it deems to be convenient. Unless another year is adopted, the fiscal year will be the calendar year. As soon as the Board in its discretion deems advisable, and prior to the expiration of each fiscal year thereafter, the Board shall establish a budget for the costs of maintaining the Common Area during the ensuing fiscal year.

Section 7.2 Assessment of Lots. The Board shall then assess each Lot within the Property with its pro rata share, based upon the number of Lots then within the Property, of such estimated costs. The amount of the Assessment against each lot shall be equal. The Board, at its election, may require the Lot Owners to pay the amount assessed in equal monthly or quarterly installments or in a single lump sum installment.

Section 7.3 Notice of Assessment. The Board shall notify each Lot Owner in writing at least ten (10) days in advance of each assessment period of the amount of the assessment for said period, which notice shall be accompanied by a copy of the budget upon which the assessment is based. The assessments levied by the Board shall be used exclusively to promote the recreation, health, safety and welfare of the Lot Owners and for the improvement and maintenance of the Common Areas.

Section 7.4 Certificate of Unpaid Assessments. Upon its own volition, the request of any Owner or Mortgagee or prospective Owner or prospective Mortgagee of a Lot, the Board will furnish a statement of the amount, if any, of unpaid assessments charged to the Lot. The statement shall be conclusive upon the Board and the Association as to the amount of such indebtedness on the date of the statement in favor of all purchasers and Mortgagees of the Lot who rely on the statement in good faith. No error or omission in such Certificate shall constitute a release of the person(s) failing to pay such assessments. All assessments and other receipts received by the Association shall belong to the Association.

Section 7.5 Commencement Date of Annual Assessments. The annual assessments provided for herein shall commence as to each Lot at such time as title to the Lot passes from the Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the fiscal year; and, notwithstanding anything to the contrary herein, may be assessed after the beginning of the fiscal year. Any failure by the Board or the Association to make the budget and assessments hereunder before the expiration of any fiscal year for the ensuing fiscal year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of the Owners from the obligation to pay assessments during that or any subsequent year. The assessment amount and payment method established for the preceding fiscal year (if any) shall continue until a new assessment is established.

ARTICLE 8. LIEN AND COLLECTION OF ASSESSMENTS

Section 8.1 Assessments Are a Lien; Priority. All unpaid sums assessed by the Association for the share of the common expenses chargeable to any Lot and any sums specially assessed to any Lot under the authority of this Declaration shall constitute a lien on the Lot and all its appurtenances from the date the assessment becomes due and until fully paid. The lien for such unpaid assessments shall be subordinate to tax liens on the Lot in favor of any assessing unit and/or special district, and to all sums unpaid on all First Mortgages of record, but, to the extent permitted by applicable law, shall have priority over all other liens against the Lot. A First Mortgagee that obtains possession through a Mortgage foreclosure or deed of trust sale, or by taking a deed in lieu of foreclosure or sale, or a purchaser at

a foreclosure sale, shall take the Lot free of any claims for the share of common expenses or assessments by the Association chargeable to the Lot which became due before such possession, but will be liable for the common expenses and assessments that accrue after the taking of possession. The Lot's past-due share of common expenses or assessments shall become new common expenses chargeable to all of the Lot Owners, including the assigns, in proportion to the number of Lots owned by each of them. Notwithstanding any of the foregoing, however, the Owner and the real estate contract purchaser shall continue to be personally liable for past due assessments as provided in Section 8.3. For purposes of this Section, "Mortgage" does not include a real estate contract and "Mortgagee" does not include the vendor or the assignee or designee of a vendor of a real estate contract.

Section 8.2 Lien May Be Foreclosed. The lien for delinquent assessments may be foreclosed by suit by the Board, acting on behalf of the Association, in like manner as the foreclosure of a mortgage of real property. The Board, acting on behalf of the Association, shall have the power to bid on the Lot at the foreclosure sale, and to acquire and hold, lease, Mortgage and convey the same.

Section 8.3 Assessments Are Personal Obligations. In addition to constituting a lien on the Lot, all sums assessed by the Association chargeable to any Lot, together with interest, late charges, costs and attorneys' fees in the event of delinquency, shall be the joint and several personal obligations of the Owners and any contract purchaser of the Lot when the assessment is made and their grantees. Suit to recover personal judgment for any delinquent assessments shall be maintainable without foreclosing or waiving the liens securing them.

Section 8.4 Late Charges and Interest on Delinquent Assessments. The Board may from time to time establish late charges and a rate of interest to be charged on assessments that may thereafter become delinquent. In the absence of another established, nonusurious rate, delinquent assessments shall bear interest at the rate of Twelve percent (12%) per annum. If an installment on an assessment against a Lot is not paid when due, the Board may elect to declare the entire assessments against the Lot for the remainder of the fiscal year to be immediately due and payable.

Section 8.5 Remedies Cumulative. The remedies provided herein are cumulative and the Board may pursue them, and any other remedies which may be available under law although not expressed herein, either concurrently or in any order.

Section 8.6 No Avoidance of Assessments. No Owner may avoid or escape liability for assessments provided for herein by abandoning his or her Lot.

ARTICLE 9. FAILURE OF BOARD TO INSIST ON STRICT PERFORMANCE
NO WAIVER. The failure of the Board in any instance to insist upon the strict compliance with this Declaration or of rules and regulations of the Association, or to exercise any right contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of any term, covenant, conditions, or restriction. The receipt by the Board of payment of any assessment from an Owner, with knowledge of any breach by the Owner, shall not be a waiver of the breach. No waiver by the Board of any requirement shall be effective unless expressed in writing and signed for the Board.

ARTICLE 10. LIMITATION OF LIABILITY. So long as a Member of the Architectural Control Committee, or Board member, or Association member, or Declarant has acted in good faith, without willful or intentional misconduct, upon the basis of such information as is then possessed by such Person, then no such Person shall be personally liable to any Owner, or to any other Person, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of such Person; provided, that this Article shall not apply where the consequences of such act, omission, error, or negligence are covered by any insurance actually obtained by the Board.

ARTICLE 11. INDEMNIFICATION. Each Board member and member of the Architectural Control Committee, including any members of Declarant who so act, shall be indemnified by the Association to the full extent permitted by law, against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of holding or having held such position, or any settlement thereof, whether or not he held such position at the time such expenses or liabilities are incurred; except to the extent such expenses and liabilities are covered by insurance; and, except in such cases wherein such Person did not conduct himself in good faith, or he did not reasonably believe his conduct to be in the Association's best interest (in the case of conduct in his own official capacity with the Association), or he did not reasonably believe his conduct to be at least not opposed to the Association's best interests (in cases other than conduct in his own official capacity with the Association), or, in a criminal proceeding where he had reasonable cause to believe his conduct to be unlawful; Provided that no indemnification shall be made in respect of any proceeding in which such Person shall have been adjudged to be liable to the Association. No indemnification may be made unless authorized in the specific case as provided in RCW 23A.08.025 (as hereafter amended). Reasonable expenses may be paid or reimbursed in advance of final adjudication upon compliance with

the provisions of RCW 23A.08.025(7) (as hereafter amended). The Association may purchase and maintain insurance on behalf of any person who is, or was a director, officer, employee, member or the Architectural Control Committee, or agent, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Section or RCW 23A.08-.025.

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ARTICLE 12. INSURANCE. At such times as the Board deems appropriate, the Board shall cause the Association to purchase and maintain as a common expense, a policy or policies which the Board deems necessary or desirable to provide casualty insurance, comprehensive liability insurance, which such deductible provisions as the Board deems advisable, insurance (if available) for the protection of the Association's Directors, members of the Architectural Control Committee, and representatives from personal liability in the management of the Associations' affairs, and such other insurance as the Board deems advisable. The Board shall review the adequacy of the Association's insurance coverage at least annually.

ARTICLE 13. DAMAGE AND REPAIR OF DAMAGE TO PROPERTY. In the event of any casualty, loss or other damage to the Common Areas or Common Area Improvements, which the current assessments, in the opinion of the Board are insufficient to repair, or restore, and if there are insufficient insurance proceeds available to the Board for such restoration or repair, the Board may make a special assessment against each lot within the Property for its pro rata share of the expense to repair and/or restore the Common Area.

Section 13.1 Payment in Installments. The special assessment declared by the Board shall be payable, at the determination of the Board, in either monthly or quarterly installments or in a single lump sum amount.

Section 13.2 Notice to Owners. The Board shall notify each Lot Owner of any such special assessment not less than twenty (20) days prior to the date such special assessment or the first installment thereon is due and payable, which notice shall be accompanied by a reasonably detailed statement of the Board's estimate of the expense of repairing and/or restoring the Common Area and/or Common Area Improvement.

ARTICLE 14. AMENDMENTS OF DECLARATION. Any Lot Owner may propose amendments to this Declaration. All proposed amendments must be submitted to the Board. A majority of the members of the Board may cause a proposed amendment to be submitted to the members of the Association for their consideration. If an

amendment is proposed by Owners of twenty (20) or more of the Lots, then, regardless of whether the Board concurs in the proposed amendment, it shall be submitted to the members of the Association for their consideration at their next regular or special meeting for which timely notice may be given.

Section 14.1 Notice of Proposed Amendment. The notice of a meeting at which an amendment is to be considered shall include the text of the proposed amendment.

Section 14.2 Adoption of Amendments. Amendments may be adopted at a meeting of the Association or by written consent of the requisite number of Persons entitled to vote, after notice has been given to all Persons entitled to receive notice of a meeting of the Association. Except as specified in Section 14.3, below, amendments shall be adopted if approved by the Owners of two-thirds (2/3) of the lots. Once an amendment has been adopted by the Association, the amendment will become effective when a Certificate of Amendment, executed by two (2) members of the Board, has been recorded in the real property division of the Records and Elections Division of King County, Washington.

Section 14.3 Amendments by Declarant. Until such time as Declarant has sold, and received full payment for, at least Sixty (60) lots in the Plat, Declarant may amend this Declaration without approval of any Owners, provided that no such amendment may be made which would have the effect of changing the voting power or portion of assessments appurtenant to each Lot.

Section 14.4 Unanimous Consent for Certain Amendments. The unanimous consent of all Owners shall be required for adoption of either (1) an amendment changing the voting power or portion of assessments appurtenant to each Lot, or (2) an amendment of this Article 14.

ARTICLE 15. SUBDIVISION. No Lot shall be subdivided without the approval of all Lot Owners.

ARTICLE 16. DURATION. The covenants, conditions, and restriction of this Declaration shall run with, and bind the Property and shall inure to the benefit of, and be enforceable by the Owners, their respective legal representatives, heirs, successors, and assigns, for a period of thirty (30) years from the date this Declaration is recorded, after which time the covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument concurred in and signed by a majority of the then Owners has been recorded, terminating the covenants, conditions and restriction.

ARTICLE 17. RESERVATION OF RIGHT TO AMEND TO COMPLY WITH FNMA, PHLMC, OR FHA REQUIREMENTS.

Section 17.1 Amendment by Declarant. Declarant reserves the right to amend the Declaration as may be necessary to comply with Federal Home Loan Mortgage Corporation ("PHLMC") or Federal National Mortgage Association ("FNMA") or Federal Housing Administration ("FHA") regulations or requirements, in order to enable the holders of first mortgages or deeds of trust to sell first mortgages or deeds of trust to PHLMC or FNMA, or if such amendment is necessary to secure funds or financing provided by, through, or in conjunction with PHLMC or FNMA or FHA.

Section 17.2 Authorization to Amend. If Declarant, at its option, determines that it is necessary to amend the Declaration, then Declarant, on behalf of all Lot Owners in the Association, is hereby authorized to execute and to have recorded (or filed, in the case of the Articles) said required amendment or amendments. All Lot Owners hereby grant to Declarant a full and complete power of attorney to take any and all actions necessary to effectuate and record said amendment or amendments and agree that said amendment or amendments shall be binding upon their respective Lots and upon them and their heirs, personal representatives, successors, and assigns to the same extent as if they had personally executed said amendment or amendments. All Lot Owners hereby acknowledge and agree that the power of attorney granted herein shall be deemed coupled with an interest and shall be irrevocable.

Section 17.3 Duration. Declarant's rights under this Article shall exist only until such time as ninety percent (90%) of the Lots in Aspenwood have had completed homes constructed on them; or until that date which is three (3) years from the date this Declaration is recorded; whichever event shall first occur.

ARTICLE 18. ATTORNEYS FEES. If a legal action is brought to interpret or enforce compliance with the provisions of this Declaration, or the rules or regulations of the Association, the prevailing party shall be entitled to judgment against the other party for its reasonable expenses, court costs, and attorney's fees in the amount fixed by the Court.

ARTICLE 19. SEVERABILITY. The Provisions of this Declaration shall be independent and severable, and the unenforceability of any one provision shall not affect the enforceability of any other provision, if the remainder effects the common plan.

ARTICLE 20. EFFECTIVE DATE. This Declaration shall be effective upon recording.

ARTICLE 21. ASSIGNMENT BY DECLARANT. Declarant reserves the right to assign, transfer, sell, lease or rent all or any portion of the Property and reserves the right to assign all or any of its rights, duties, and obligations created under this Declaration.

ASPENWOOD ASSOCIATES

BY: Erwin Wood
ERWIN WOOD, Partner, by
~~Kevin P. Casey, his attorney~~
~~in fact~~

LANDMARK HOMES NORTHWEST, INC.,
a Washington corporation, Partner
BY: Darrel V. Potter
DARREL V. POTTER, President

BY: Bonnie Wood by Erwin Wood her attorney in fact
BONNIE WOOD, Partner, by
~~Kevin P. Casey, her attorney~~
~~in fact~~

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BYLAWS
OF
ASPENWOOD ESTATES IMPROVEMENT ASSOCIATION

ARTICLE I

NAME and OFFICES

1.1 Name. The name of this Association is ASPENWOOD ESTATES IMPROVEMENT ASSOCIATION.

1.2 Office. The principal office of the Association shall be in King County, Washington, or at such other location as the Board of Directors may from time to time determine. Additional offices may also be kept at such other places as the Board of Directors may from time to time determine or the purposes of the Association may require. The initial principal office shall be located at 5809 - 238th Street S.E., Suite 6, Woodinville, Washington, 98072.

ARTICLE II

SHAREHOLDER MEETINGS

The following provisions shall govern meetings of Members of the Association.

2.1 Place of Meetings. All meetings of Members shall be held at the principal office of the Association, or at such other places within the State of Washington, as the Board of Directors may from time to time determine.

2.2 Annual Meeting. Annual meetings of Members shall be held on the first Thursday in March each year, if not a legal holiday, and if a legal holiday, then on the next business day thereafter which is not a legal holiday, for the purpose of electing Directors, presentation and consideration of reports of the affairs of the Association, and for the transaction of any other business as may properly come before the meeting and as is within the powers of the stockholders to transact. Such meeting may be combined with the annual meeting of the Directors of the Association, at which meeting officers of the Association shall also be elected. The first annual meeting shall be held within sixty (60) days after the Developer (Aspenwood Associates) turns over management of the affairs of the Association to the owners of Lots in Aspenwood. The Developer will turn management of the affairs of the Association over to the owners of the Lots in Aspenwood at such time as ninety percent (90%) of the Lots in Aspenwood have had completed homes constructed on them; or on June 14, 1993, whichever event shall occur first.

2.3 Special Meetings. Special meetings of the Members, other than those regulated by statute, shall be held whenever called by the Board of Directors, the President, Vice-President, or Secretary-Treasurer, or whenever forty (40) or more Members then holding voting rights make written application for a meeting to the Secretary. No special meeting may be called until sixty (60) days after the Developer (Aspenwood Associates) turns over management of the affairs of the Association to the owners of Lots in Aspenwood. The Developer will turn management of the affairs of the Association over to the owners of the Lots in Aspenwood at such time as ninety percent (90%) of the Lots in Aspenwood have had completed homes constructed on them; or on June 14, 1993, whichever event shall occur first.

In the event the annual meeting of Members is not held, or in the event Directors are not elected at the annual meeting, the Directors may be elected at a special meeting held for that purpose, and it shall be the duty of the President, Vice President, and Secretary of the Association, or any of them upon whom the demand of any Member entitled to vote at such meeting is made, to call such special meeting.

2.4 Notice of Members' Meetings. Notice of all Members' meetings setting the time, place and purpose or purposes of the meeting shall be given to each Member at least thirty (30) days prior to the meeting. Any meeting of which all Members shall at any time waive or have waived notice in writing, shall be a legal meeting for the transaction of business notwithstanding that prior notice has not been given.

2.5 Quorum. At all meetings of the Members (whether annual, special or adjourned) the presence in person, or written ballot, or by written proxy of the holders of one-half (1/2) of the votes entitled to be cast at that meeting, in person, by mail, and by proxy, shall constitute a quorum for the transaction of business.

2.6 Form of Ballots and Proxies. All proxies and written ballots shall be in writing subscribed by the party entitled to cast the vote(s) represented thereby, or by his duly authorized attorney-in-fact. No proxy shall be valid or confer any right or authority to vote or act thereunder unless such proxy has been offered for filing to and left with, the Secretary of the Association prior to the meeting at which that proxy is to be used. In case any meeting of Members shall have been for any cause adjourned, proxies and written ballots shall be valid and may be used at such adjourned meeting provided such proxies and ballots have been delivered to and left with the Secretary of the Association prior to the date upon which such adjourned meeting shall in fact be held. All proxies shall be valid for the conduct of business at the meeting for which such proxy is given until revoked in writing by the Member giving such proxy.

2.7 Voting. The following provisions shall govern the voting rights of the Members, except as such provisions are in conflict with the Articles of Incorporation, in which event the Articles of Incorporation shall control to the extent of any conflict.

2.7.1 In General. Each Member shall at every meeting of the Members be entitled to one vote in person, by written ballot, or by proxy for each lot or living unit in which they hold the interest required for membership in the Association, specified in section 5.1, of Article V, of the Articles of Incorporation, as of the time provided in, and subject to the provisions of Section 5.2, of Article V, of the Articles of Incorporation. Except as otherwise required by statute, the Articles of Incorporation, mutual agreement in writing by all of the Members, or these Bylaws, all matters coming before any meeting of the Members need not be by ballot.

2.7.2 Voting by Presiding Officer. At any meeting of Members, the presiding officer of such meeting may vote upon all questions, the same as any other Member to the extent of such presiding officer's holdings of voting rights.

2.8 Adjournment of Meetings. Any business which might be transacted at an annual meeting of the Members, may be transacted at a special meeting of Members, or at an adjourned meeting of Members. If a quorum of Members is not present at any meeting of the Members, such meeting shall be adjourned by those present from day to day or from time to time, until such quorum be obtained. Such adjournment and the reasons therefore shall be recorded in the journal or minutes of proceedings of the Members. No notice whatsoever need be given of any such adjourned meeting, if the time and place of such meeting be fixed at the meeting which is adjourned.

2.9 Action of Shareholders Without Meeting. Any action under any provisions of these Bylaws which may be taken at a meeting of the Members, may be taken without a meeting if a record or memorandum of such action be made in writing and signed by all of the Members who would be entitled to vote at a meeting for such purpose as of the date such memorandum is executed by all of the Members. Such record or memorandum shall be filed with the Secretary and made a part of the corporate records.

ARTICLE III

DIRECTORS

The business and the property of the Association shall be managed and controlled by the Board of Directors. The Board of Directors shall be responsible for the management and control of the business of the Association, and, subject to the restrictions imposed by law, the Articles of Incorporation, or these

Bylaws, may exercise all the powers of the Association. The following provisions shall govern the activities of the Board.

3.1 Number, Eligibility and First Board. There shall be at least three (3) Directors. Subject to the foregoing limitation, except for the first Board of Directors, the number may be fixed from time to time by action of the Directors or Members.

Directors need not be Members of the Association.

The names and addresses of those persons who shall act as directors until the election of their successors are Erwin Wood, whose address is 875 - 140th Avenue N.E., Suite 200, Bellevue, Washington 98005, to serve until the first annual meeting; Vicki L. Potter, whose address is 5809 - 238th Street S.E., Suite 6, Woodinville, Washington 98072, to serve until the second annual meeting; Darrel V. Potter, whose address is 5809 - 238th Street S.E., Suite 6, Woodinville, Washington 98072, to serve until the third annual meeting.

3.2 Term of Office. One Director shall be elected at each annual meeting of Members, who shall hold office for three (3) years and until a successor is elected and qualified, or until such Director sooner dies, resigns or is removed. No Director shall have any power to act for the Association alone, unless the Board of Directors consists of only one (1) Director.

3.3 Vacancies. If any vacancy shall occur among the Directors by death, resignation, or otherwise, then a successor shall be elected either by the Board of Directors then constituted, though less than a quorum, or by a special meeting of the membership called for that purpose by the Board of Directors, if the Board of Directors does not elect a successor. The successor so elected shall serve for the remainder of the term of the director who has died, resigned or otherwise is no longer serving.

3.4 Place of Meeting. The Directors may hold their meetings, have an office and keep the books of the Association, except as otherwise may be provided for by law, at the principal office of the Association in Washington, or at any other place or places as the Board from time to time may determine.

3.5 Regular Meetings. Regular meetings of the Board of Directors may be held without notice at the time and at the place the Board may from time to time determine. Such determination must be done at a meeting called for the purpose, in whole or in part, of establishing a schedule of regular meetings of Directors, or at such meetings as all Directors are in attendance.

3.6 Special Meetings. Special meetings may be held at any time upon the call of the President or any of the Directors then in office. Except as specifically stated to the contrary

herein, Notice shall be required of special meetings of the Directors.

3.7 Notice of Meetings. Notice of each meeting of Directors requiring a notice to be given, shall be given at least five (5) days before the meeting, to each Director. Such notice shall be given either by personal service on a Director, or by mailing to such Director, United States Mail, first class postage prepaid, properly addressed to the last known address of such Director, and shall be deemed to be given and received (if mailed) three (3) days following the date of mailing. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where the Director attends the meeting for the express purpose of objecting to the transaction of any business on account of the meeting not being lawfully called or convened; and such objection is made in writing, and receipt of which is acknowledged by one (1) Director.

3.8 Quorum. A majority of the Directors shall constitute a quorum for the transaction of business. The act of the majority of the Directors present at any meeting at which a quorum is present, shall be the act of the Board of Directors. If at any meeting of the Board there shall be less than a quorum present, a majority of those present or if only one Director shall be present, then such Director may adjourn the meeting from time to time until a quorum is obtained. Notice of any adjourned meeting need not be given other than by announcement at the meeting which shall be so adjourned. Any meeting at which a quorum for any purpose is present may likewise be adjourned. At any adjourned meeting any business may be transacted or action taken as could have been at the meeting originally called.

3.9 Consent and Waiver of Notice. Any transactions of the Directors at a meeting of the Directors, regardless of how or whether call was made or notice given, shall be as valid as those transacted at a meeting duly held after regular call and notice, if a quorum be present, and if either before or after the meeting each of the Directors entitled to vote and not present in person, sign a waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes of such meeting. Neither the business to be transacted at, nor the purpose of any regular or special meeting of the Board of Directors need be specified in the notice of meeting, or in the waiver of the notice of such meeting. All such waivers, consents, notices or approvals, shall be filed with the Secretary of the Association and made a part of the records of the meeting.

3.10 Board Actions Without Meetings. Any action which under any provisions of the Bylaws might be taken at a meeting of the Directors, may be taken without a meeting of the Directors if a record or memorandum thereof be made in writing, and signed by all of the Directors who would be entitled to vote at a meeting on the action taken, and provided a record or such memorandum is

filed with the Secretary and made a part of the corporate records.

3.11 Removal of Directors. The Members, at any meeting called for the purpose, by the affirmative vote of the holders of a majority of the votes entitled to be voted for the election of Directors, may remove from office, either with or without cause, any Director, and the vacancy thereby created may be filled as provided in section 3.3 of these Bylaws.

3.12 Remuneration. Directors shall not receive any fee for their services as Directors. Nothing herein contained shall be construed to preclude any Director from serving the Association in any other capacity as an employee (other than an officer, agent or otherwise) and receive compensation therefore so long as the compensation is approved by the Membership of the Association.

ARTICLE IV

OFFICERS

4.1 Offices to be Filled. The officers of the Association shall consist of a President, a Vice President, and a Secretary-Treasurer, and such additional officers as the Board of Directors may from time to time determine to be proper. Any two offices, except those of President and Secretary may be filled by the same person.

No officer shall execute, acknowledge or verify any instrument in more than one capacity, if such instrument is required by law or by these Bylaws to be executed, acknowledged or verified, as the case may be, by two or more officers.

4.2 Term. The term of office of all officers shall be one (1) year and until their respective successors are chosen and qualify.

4.3 President. The powers and duties of the President shall be:

- (1) To preside at all meetings of the Board of Directors.
- (2) To call all meetings of the Board of Directors to be held at such times and places as are provided by these Bylaws, or as provided by resolution of the Board of Directors.
- (3) Except when otherwise directed by the Board of Directors, to affix (with the Secretary) the signature of the Association to all deeds, conveyances, mortgages and other papers and instruments in

writing that may require the same, to sign certificates of stock of the Association, and to supervise and control, subject to the direction of the Board of Directors, all officers, agents and employees of the Association.

4.4 Vice President. In case of the absence, disability or death of the President, the Vice-President of this Association shall have such powers and perform such duties as may be granted or prescribed by the Board of Directors from time to time. In addition, the Vice President shall perform such duties as may be delegated to him by the President.

4.5 Secretary The powers and duties of the Secretary shall be:

- (1) To keep full and complete records of the meetings of the Board of Directors and of the Members.
- (2) To countersign all documents described in section 4.3(3), above, except when otherwise directed by the Board of Directors.
- (3) To make service and publication of all notices that may be necessary or proper, and without command or direction from anyone.
- (4) To supervise and control the keeping of the accounts and books of the Association.
- (5) To maintain upon the books of the Association accurate records as to the Membership of the Association.
- (6) Generally to do and perform all such duties as pertain to his office and as may be required by the Board of Directors.

4.6 Treasurer. The powers and duties of the Treasurer shall be:

- (1) To receive all moneys belonging to, or paid unto, the Association and give receipts therefor, and deposit such moneys with one or more solvent and reputable banks to be designated by the Board of Directors, and to keep full and complete records of the funds received and the disbursement thereof.
- (2) To render to the stockholders at the regular annual meeting of the Members, and also to the Board of Directors at any meeting of the Board, or from time to time whenever the Board of Directors or the President may require, an account of all

transactions as Treasurer and of the financial condition of the Association.

- (3) To exhibit or cause to be exhibited the books of the Association to the Board of Directors, or to any committee appointed by the Board, or to any Director on application during business hours, or to any other person entitled to inspect such books pursuant to pertinent provisions of RCW 24.06 or the laws of the State of Washington.
- (3) To perform such other duties as may from time to time be prescribed by the Board of Directors.

4.6.1 Designation of Secretary-Treasurer. The duties described in 4.5 and 4.6 above shall be combined in the position of Secretary-Treasurer, until such time as the Board of Directors determines otherwise.

4.7 Removal of Officers. The Officers of the Association shall hold office at the pleasure of the Directors. Any elected or appointed officer may be removed at any time by the affirmative vote of all the Directors. Any vacancy occurring in any office of this Association shall be filled by the Directors at a special meeting called for that purpose.

4.8 Salaries. All officers of the Association shall serve without salary.

ARTICLE V

EVIDENCE OF MEMBERSHIP

5.1 No Certificates. No certificate or certificates of Membership in the Association shall be issued. The Evidence of Membership in the Association shall consist of the evidence of ownership of the Lot(s) giving rise to such membership, as such evidence of ownership is recorded with the King County Recorder, from time to time.

5.2 Class of Membership. The Membership of this Association shall consist of a single class, having full voting privileges.

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

ARTICLE VI

MISCELLANEOUS

6.1 Waiver of Notice. Whenever any notice whatever is required to be given by these Bylaws, or the Articles of Incorporation of the Association, or any laws of the State of Washington, a waiver of notice in writing, or approval in writing of the action taken, signed by the person or persons entitled to the notice, whether before or after the time stated in the notice, shall be deemed equivalent to actual receipt of a proper notice.

6.2 Fiscal Year. The fiscal year of the Association shall be the calendar year, unless until such time as the Board of Directors may otherwise determine.

6.3 Books and Records. The books and records of the Association may be kept within or without the State of Washington in such place or places as may from time to time be designated by a resolution of the Board of Directors.

6.4 Indemnification of Officers, Directors, Employees and Agents. Pursuant to RCW 24.06.043, 23A.08.026, and 23A.08.025, as presently enacted, the Association shall extend to its officers, directors, employees and agents, the indemnifications permitted by RCW 23A.08.025 as presently enacted; and, to the extent that such indemnification provisions are expanded, then such expanded indemnifications shall also be extended to the officers, directors, employees and agents of the Association.

Furthermore, the Association shall have the power, exercised in accordance with RCW 23A.08.025, to make or agree to make advances of expenses incurred by such officer, director, employee or agent of the Association. "Expenses" as used herein shall mean and include (but shall not be limited to), all attorney's fees, costs, expert witness fees, and other reasonable expenses incurred by officer, director, employee or agent, in their defense.

In the event it is determined, based upon the outcome of such action, that indemnification is, under the circumstances, not legally available to the officer, director, employee or agent, then all sums thereby advanced shall become an obligation immediately due and owing from the officer, director, employee or agent to the Association. For the purposes of the preceding sentence, only in the event that the statutory limitation on indemnification is found to be applicable in the particular case, would the obligation of repayment arise.

6.5 Limitation of Personal Liability of Directors, Agents, Officer, and Employees. Pursuant to RCW 24.06.035 and RCW 4.24.264 the directors and officers of the Association shall not be individually liable for any discretionary decision or failure to

make a discretionary decision within their official capacity as a director or officer, unless the decision or failure to decide constitutes gross negligence.

Furthermore, pursuant to RCW 24.06.025 no director, officer, employee or agent shall be liable to the Association or its members for monetary damages for conduct as a director, officer, employee or agent, unless the actions leading to the monetary damages involve intentional misconduct or knowing violation of law by the director, officer, employee or agent; nor shall this limitation of liability extend to any transaction from which the director, officer, employee or agent personally receives a benefit in money, property or services to which the director, officer, employee or agent is not legally entitled.

ARTICLE VII

Amendments

7.1 Shareholders. These Bylaws may be amended or repealed by a vote of a majority of the shares of stock issued and outstanding and entitled to vote at annual or special meetings of the Members.

7.2 Board of Directors. Except as otherwise specifically provided herein, the Board of Directors by a unanimous vote of the entire Board may alter, amend, repeal, and in any way change these Bylaws, subject however, to the superior rights of the Members as provided above.

DATED this 2nd day of June, 1990.



/k/C/INC/AspenBylaw