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AUDITOR/RECORDER'S INDEXING FORM

Document Title(s):	SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR GREENBRIDGE 8
Reference Number(s) of Documents referenced:	20051108000259 and 20071130001602 (referenced)
Grantor(s):	KING COUNTY HOUSING AUTHORITY
Grantee(s):	KING COUNTY HOUSING AUTHORITY; GREENBRIDGE ASSOCIATION, SUCCESSORS AND ASSIGNS
Legal Description: (abbreviated)	PORTIONS OF THE N.W. 1/4 OF THE N.E. 1/4 AND THE S.W. 1/4 OF THE N.E. 1/4, SECTION 6, TOWNSHIP 23N, RANGE 4E W.M., KING COUNTY, WASHINGTON Additional Legal description is on page 9 of this document.
Assessor's Property Tax Parcel/Account Number:	

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS APPLICABLE TO THE REAL PROPERTIES OF THE GREENBRIDGE COMMUNITY REFERRED TO HEREAFTER AS GREENBRIDGE 8 (“Supplemental Declaration”) is made on this ___ day of _____, 2020, by the King County Housing Authority (“Declarant”), which is the Declarant for the development known as the Master Plat of Greenbridge (recorded under King County Recording No. 20051108000259) situated in the State of Washington, County of King. This Supplemental Declaration is imposed pursuant to the authority of the Declarant set forth in Section 10.1 of the Amended Declaration of Covenants, Conditions, and Restrictions for Greenbridge recorded under King County Recording No. 20071130001602 (the “Amended Declaration”).

**PURPOSE AND INTENT OF SUPPLEMENTAL DECLARATION
FOR GREENBRIDGE VIII**

Division 8 of the Greenbridge Master Plat, which plat has been recorded under King County Recording No. 20051108000259, will be developed such that vehicular access will be taken primarily from private access tracts rather than from a public street (collectively, "Private Access Tracts"). Regular maintenance and repair of these Private Access Tracts will help preserve the value of the homes within Greenbridge Division 8, as well as preserve the value of the overall Greenbridge community.

In addition, some of the lots within the Greenbridge Division 8 may have equipment that intrudes into the setbacks of other property within the Greenbridge community, consent to which is in the best interests of the Greenbridge community.

PROPERTY SUBJECT TO SUPPLEMENTAL DECLARATION

This Supplemental Declaration applies to the following described property:

LOTS 13 THROUGH 17, INCLUSIVE, PARCELS Z-203, Z-204,
Z-205, Z-206, Z-207, Z-208 Z-209, Z-210, Z-211, Z-212,
Z-213, Z-214, Z-215 AND Z-216, AND TRACT P-209, ALL IN
GREENBRIDGE DIVISION 2, ACCORDING TO THE
PLAT THEREOF RECORDED IN VOLUME 250 OF PLATS,
PAGES 1 THROUGH 10, INCLUSIVE, IN KING COUNTY,
WASHINGTON.

SITUATE IN THE COUNTY OF KING, STATE OF
WASHINGTON

(hereafter referred to as "Greenbridge 8").

NOW, THEREFORE, the undersigned hereby covenants, agrees, and declares that the Lots within Greenbridge 8 and the Private Access Tracts, as defined herein, and the buildings and structures to be constructed thereon are, and will be, held, sold, and conveyed subject to and burdened by the following supplemental covenants, conditions, restrictions and easements, all of which are for the purpose of enhancing and protecting the value and desirability of said Lots for the benefit of the Owners thereof, their heirs, successors, grantees, and assigns. All provisions of this Declaration shall be binding upon all parties having or acquiring any right, title, or interest in the Greenbridge 8 Lots and the Private Access Lots, or any part thereof, and shall inure to the benefit of the Owners thereof and to the benefit of the Association and are intended to be and shall in all respects be regarded as covenants running with the land.

ARTICLE I

TERMS AND DEFINITIONS

1.1 Governing Terms. The Greenbridge Association and Declarant hereby reconfirm and state that Greenbridge 8 is subject to the Amended Declaration of Covenants, Conditions, and Restrictions for Greenbridge recorded under King County Recording No. 20071130001602, as may be amended from time to time (the “Amended Declaration”), as well as subject to this Supplemental Declaration. All capitalized words and phrases in this Supplemental Declaration shall have the same meaning as set forth in Article I of the Amended Declaration, unless separately defined herein.

1.2 Administration. The Greenbridge Association (the “Association”) shall be assigned the duties and powers of administering and enforcing the terms of this Supplemental Declaration, and collecting and disbursing the supplemental assessments and charges hereinafter created.

1.3 Definitions.

1.3.1 Private Access Lots. “Private Access Lots” shall mean and refer to all Lots subject to this Supplemental Declaration that use the Private Access Tracts as the principal means of vehicular access to such Lot.

1.3.1 Private Access Tracts. “Private Access Tracts” shall mean and refer to Tracts A-801 through A-806, inclusive, as identified on the Plat for Greenbridge 8.

1.3.3 Private Access Tract Maintenance Plan. “Private Access Tract Maintenance Plan” shall mean and refer to the plan adopted by the Association, as may be amended from time to time, for the repair and maintenance of Private Access Tracts.

ARTICLE II

MAINTENANCE PROVISIONS FOR THE PRIVATE ACCESS TRACTS

2.1 Following completion of the installation of the improvements for vehicular travel within a Private Access Tract, the Association will be responsible for the general routine maintenance and routine repair of the Private Access Tract to the extent set forth in the adopted Private Access Tract Maintenance Plan.

2.2 The specific terms and conditions of the maintenance and repair obligations shall be set forth in the Private Access Tract Maintenance Plan, which plan may include the following items and terms:

a. Provide for the reasonable, general maintenance and upkeep of the improvements and facilities within the Private Access Tract area, as may be consistent with the

Association's adopted budget for these purposes and the supplemental assessments actually collected by the Association;

b. Unless the Association specifically otherwise agrees within its adopted Private Access Tract Maintenance Plan, the Association will not be responsible for monitoring or enforcing traffic safety violations that may occur within a Private Access Tract area, including unauthorized parking;

c. The Association will not be responsible for removing or clearing snow or ice during or as a result of inclement weather;

d. The Association will not be responsible for clearing or trimming vegetation or overgrowth;

e. The Association will not be responsible for or required to respond to individual requests to repair minor maintenance issues such as potholes or cracks in the pavement; and

f. The Association will be responsible for only those obligations as set forth in the adopted Private Access Tract Maintenance Plan; provided that, except for those repair obligations which reasonably require a more immediate response and for which the Association is reasonably notified beforehand constitutes an imminent danger, the Association shall have the discretion to schedule those repairs as part of its regular repair program and as may be consistent with its budget and finances for such repairs.

ARTICLE III

FRONT YARD LANDSCAPING

The Association will be responsible for the maintenance of the landscaping within the easement area of those Lots subject to that certain Easement and Covenant For Landscaping and Maintenance In Front Yard Areas dated _____ and recorded under King County Recording Number _____ ("Front Yard Landscaping Lots").

ARTICLE IV

PRIVATE ACCESS TRACT AND FRONT YARD LANDSCAPING ASSESSMENTS

4.1 The Board of Directors shall determine, as part the annual Association budget process, the anticipated costs of the repair and maintenance activities for the Private Access Lots and Front Yard Landscaping Lots, as authorized by this Supplemental Declaration, and shall establish an additional amount deemed appropriate by the Board to fund a reserve account for repair and maintenance of the components of the improvements, repairs and maintenance for which the Association has assumed responsibility. Review, approval and ratification of the Association's annual budget shall occur in the manner established by the Declaration and the

Bylaws of the Association. The Board may, as necessary, retain consultants to prepare cost analyses and reserve studies to assist in its decision making process. The cost of such analyses and studies shall be included in the costs used to determine the amount of the supplemental assessments authorized by this Supplemental Declaration for the Private Access Lots and Front Yard Landscaping Lots.

4.2 The Association shall impose an annual supplemental assessment against the Private Access Lots and Front Yard Landscaping Lots, for the anticipated costs of the repair and maintenance activities authorized by this Supplemental Declaration, as well as any additional amount as may be deemed appropriate by the Board to fund the reserve accounts for the Private Access Lots and Front Yard Landscaping Lots. The Board shall include in such costs any and all administrative costs incurred in any manner resulting from the Association's activities related of this Supplemental Declaration, or any other costs of management, accounting, legal or other professional services incurred for any reason as the result of the Association's responsibilities related to this Supplemental Declaration.

4.3 The amount of the annual supplemental assessments shall be the amount included in the annual budget for the anticipated costs of the repair and maintenance activities authorized by this Supplemental Declaration, plus the amount budgeted for the reserve account divided by the number of Lots which are obligated to pay such annual supplemental assessments pursuant to this Supplemental Declaration. These costs shall be apportioned among the various Lots subject to this Supplemental Declaration, in any manner deemed fair by the Association under the particular circumstances.

4.4 Any Tracts within the property to this Supplemental Declaration will not give rise to an obligation of the owner of the Tract to pay any annual supplemental assessments.

4.5 The Board shall annually review the costs, assessments and effectiveness of the repair and maintenance activities authorized by this Supplemental Declaration to determine whether to alter either the list of work to be performed or the frequency or precise scope of the work to be undertaken, and the adequacy of the reserve fund.

4.6 In the event that the actual cost of the repair and maintenance activities in any year is less than the amount collected by the annual supplemental assessments, the Board may (1) modify the annual supplemental assessment for the following year to adjust for the difference; (2) transfer the excess amount to the reserve fund; and/or (3) otherwise adjust the assessments as the Board, in its discretion, deems most appropriate given the ultimate objective of reasonably balancing the annual supplemental assessments and costs over time.

4.7 In the event that the actual cost of the repair and maintenance activities in any year is more than the amount collected by the annual supplemental assessments, the Board may (1) modify the supplemental assessment for the following year to adjust for the difference; (2) transfer the excess amount from the reserve fund to pay the cost overrun; (3) impose an additional supplemental special assessment against the Private Access Lots, as the case may be, in

an amount necessary to balance the budget; and/or (4) otherwise adjust the assessments as the Board, in its discretion, deems most appropriate given the ultimate objective of reasonably balancing the supplemental assessments and costs over time.

ARTICLE V

ENCROACHMENTS

5.1 Freestanding air conditioners and heat pumps may project into or be located within a setback abutting a Lot. The Association, as owner of the Common Areas, and owners of Lots 1 – 107, and their successors and assigns, shall each be deemed to have given their irrevocable consent to locate such equipment closer than five (5) feet of any abutting Common Area or Lot within Greenbridge 8, subject to the following conditions: (1) written approval is granted by the Association's initial construction control committee or its design review committee; and (2) approval is granted by King County's Department of Local Services, or any successor agency with jurisdiction.

5.2 To the extent King County's Department of Local Services requires an abutting owner to provide a signed and notarized signature to a document authorizing such equipment to be located closer than five feet of an abutting property line, an officer of the Association, or their designee, shall be considered as the abutting owner's attorney-in-fact for such purposes, and the signature of that officer or their designee shall fully suffice and shall otherwise constitute sufficient evidence of the abutting owner's permission. Furthermore, any such required King County document may be recorded.

5.3 The terms and conditions of this Article V shall be considered a covenant that runs with the land.

ARTICLE VI

ANIMALS

6.1 No animals, livestock, or poultry of any kind shall be raised, bred, or kept in Greenbridge 8; provided that: (a) up to three (3) conventional household pets may be kept on a Lot or in a Living Unit, without need of any approval from the Board; and (b) any additional conventional household pets beyond a total of three (3) may only be kept on a Lot or in a Living Unit if written permission is granted by the Board pursuant to the Amended Declaration.

ARTICLE VI

MISCELLANEOUS

6.1 Advisory Committee(s). The Board may, but is not required to, form an Advisory Committee consisting of one or more of the Owners of the Private Access Lots, to be appointed from time to time by the Board and to serve such terms as the Board deems appropriate. Such an

Advisory Committee(s), if created, shall be authorized to provide input to the Board regarding the type and frequency of repair and maintenance work to be performed pursuant this Supplemental Declaration; and provide advice and recommendations regarding the anticipated costs of such work, as well as the amount of the reserve fund and the amount of the annual supplemental assessments authorized pursuant this Supplemental Declaration. In all cases, the role of the Advisory Committee shall be advisory only and the decisions of the Board shall be final.

6.2 Commencement of Obligation to Pay Annual Supplemental Assessments. Notwithstanding any provision to the contrary in the Declaration, the obligation to pay any annual supplemental assessments imposed pursuant to this Supplemental Declaration shall commence on the first day of the month following the issuance of a Certificate of Occupancy or its equivalent, or the closing of the sale or lease of a home on a Lot subject to this Supplemental Declaration to any party other than the builder who constructed the home, whichever event occurs later.

6.3 Addition of Other Properties. The Declarant shall have the sole authority, in its discretion, to expand the application of this Supplemental Declaration to any additional Lots within Greenbridge which have access from a Private Access Tract.

6.4 Interpretation. Except as set forth herein, all other provisions of the Amended Declaration of Covenants, Conditions, and Restrictions for Greenbridge recorded under King County Recording No. 20071130001602, shall remain in full force and effect with regard to the real property subject to this Supplemental Declaration. In the case of a direct conflict between the Declaration and this Supplemental Declaration, the terms of this Supplemental Declaration shall control, provided that both the Declaration and this Supplemental Declaration shall be construed, if possible, in a manner which gives meaning to both and which accomplishes the goals and objectives of both.

IN WITNESS WHEREOF, THE UNDERSIGNED DECLARANT HAS EXECUTED THIS DECLARATION THE DAY AND YEAR FIRST ABOVE WRITTEN.

KING COUNTY HOUSING AUTHORITY

By _____
Title: _____

EXHIBIT A
LEGAL DESCRIPTION

LOTS 13 THROUGH 17, INCLUSIVE, PARCELS Z-203, Z-204,
Z-205, Z-206, Z-207, Z-208 Z-209, Z-210, Z-211, Z-212,
Z-213, Z-214, Z-215 AND Z-216, AND TRACT P-209, ALL IN
GREENBRIDGE DIVISION 2, ACCORDING TO THE
PLAT THEREOF RECORDED IN VOLUME 250 OF PLATS,
PAGES 1 THROUGH 10, INCLUSIVE, IN KING COUNTY,
WASHINGTON.

SITUATE IN THE COUNTY OF KING, STATE OF
WASHINGTON

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Bellevue, WA 98004



20071130001602

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PAGE 001 OF 038
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KING COUNTY, WA

AUDITOR/RECORDER'S INDEXING FORM

Document Title(s):	AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR GREENBRIDGE					
Reference Number(s) of Documents assigned or released:	20051108000261					
Grantor(s):	KING COUNTY HOUSING AUTHORITY					
Grantee(s):	KING COUNTY HOUSING AUTHORITY, SUCCESSORS AND ASSIGNS					
Legal Description: (abbreviated)	The Greenbridge Master Plat, recorded under Vol. 231, pp 6-22 of Plats, recording no. 20051108000259, records of King County, Washington, except for Lot 2 (tax lot 289580020) thereof;					
Assessor's Property Tax Parcel/Account Number:	2895800010,	2895800030,	2895800040,	2895800050,	2895800060,	2895800070,
	2895800080,	2895800090,	2895800100,	2895800110,	2895800120,	2895800130,
	2895800140,	2895800150,	2895800160,	2895800170,	2895800180,	2895800190,
	2895800200,	2895800210,	2895800220,	2895800230,	2895800240,	2895800250,
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	2895800980,	2895800990,	2895801000,	2895801010,	2895801020,	2895801030,
	2895801040,	2895801050,	2895801060,	2895801070,	2895801080,	2895801090,
	2895801100,	2895801120				

ORIGINAL

**AMENDED DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR
GREENBRIDGE**

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**AMENDED DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR
GREENBRIDGE**

THIS AMENDED DECLARATION is made on this ___ day of _____, 2007, by the King County Housing Authority ("Declarant"), which is the owner of certain land situated in the State of Washington, County of King, known as Greenbridge, hereafter referred to and defined and more particularly described on Exhibit A, which is attached hereto and incorporated herein by this reference. This Amended Declaration is imposed pursuant to the authority of the Declarant set forth in Section 10.1 of the original Declaration of Covenants, Conditions, and Restrictions for Greenbridge recorded under King County Recording No. 20051108000261.

THIS AMENDED DECLARATION REPLACES, IN ITS ENTIRETY, THAT DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR GREENBRIDGE RECORDED UNDER KING COUNTY RECORDING NO. 20051108000261.

IT IS SPECIFICALLY NOTED THAT THIS AMENDED DECLARATION EXCLUDES LOT 2, OF THE GREENBRIDGE MASTER PLAT, RECORDED UNDER VOL. 231, PP 6-22 OF PLATS, RECORDING NO. 20051108000259. IT IS THE INTENT OF THE DECLARANT THAT LOT 2 OF SAID MASTER PLAT (TAX LOT 289580020), WHICH IS OWNED BY THE HIGHLINE SCHOOL DISTRICT, NOT BE SUBJECT TO THIS DECLARATION OR ANY EARLIER VERSION THEREOF.

DESCRIPTION OF DECLARATION

Declarant desires to create in Greenbridge a planned community with residential, recreational, commercial and community service uses. Declarant also desires to create permanent open space areas and other common facilities for the benefit of the Greenbridge community, and to provide for the maintenance of open spaces and other common facilities.

This Declaration establishes a plan for:

1. The ownership and use of lots, parcels, tracts and buildings or other improvements constructed thereon;
2. The dedication of certain roads, utilities, and related easements to King County and utility purveyors;

3. The beneficial ownership, through a non-profit corporation known as the "Greenbridge Association," of all of certain open space land and related easements and improvements, hereafter defined and referred to as "Common Areas."

Greenbridge Association (hereafter referred to as "Association") shall be delegated and assigned the duties and powers of owning, maintaining, and administering the Common Areas and related facilities, administering and enforcing covenants, conditions and restrictions, and collecting and disbursing the assessments and charges hereinafter created, except as to certain duties and powers reserved to either Declarant or its successor.

This Declaration contemplates a plan for the phased development of Greenbridge in order that the Greenbridge community may grow in an orderly fashion under a rational scheme of development. The Declaration further establishes the right and power of the Association to levy general and special assessments, as hereafter referred to and defined, in order to finance the construction and maintenance of improvements to the Common Areas and facilities, and in order to effectuate all the powers and duties of the Association, as described herein. The Declaration further establishes certain restrictions on the various uses and activities that may be permitted in Greenbridge and further establishes the right of the Association to promulgate rules and regulations which may further define and limit permissible uses and activities consistent with the provisions of this Declaration.

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

ARTICLE 1

DEFINITIONS

Section 1.1. Apartment Building. "Apartment Building" shall mean and refer to a building on one or more Lots owned by a person or entity, consisting of two or more attached residential Living Units under one roof, but excluding Condominium Units.

Section 1.2. Association. "Association" shall mean and refer to the Greenbridge Association, a Washington non-profit corporation, its successors and assigns.

Amended Declaration of Covenants, Conditions and Restrictions

Greenbridge Master Plat

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

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

Section 1.5. Common Areas. "Common Areas" shall mean and refer to all real property that is owned by the Association, or that is designated by Declarant for future ownership by the Association on a final plat or other recorded document creating a Phase, including certain open space areas and improvements thereon.

Section 1.6. Condominium. "Condominium" shall mean and refer to any Living Unit or Non-residential Unit created in a declaration filed pursuant to RCW Ch. 64.32, RCW Ch. 64.34 or any successor statute, including without limitation such units located in multi-dwelling-unit buildings, and any building composed of such units if the context shall require.

Section 1.7. Critical Area Tract. "Critical Area Tract" and "Sensitive Area Tract" shall mean an area in a Lot, Parcel, Tract or Common Area so designated on a final plat, short plat, binding site plan, or other analogous recorded plan or map creating a Phase, in which the removal of trees and significant natural ground cover, as well as the conduct of other activities, are restricted pursuant to the provisions of Article 7 herein.

Section 1.8. Declarant. During the Development Period all references in this Declaration to "Declarant" shall mean the King County Housing Authority. Certain rights and obligations of Declarant, as set forth herein, shall cease at the end of the Development Period.

Section 1.9. Declaration. "Declaration" shall mean and refer to this instrument, as the same may be supplemented or amended from time to time.

Section 1.10. Design Review Committee. "Design Review Committee" shall mean that committee appointed by the Board of Directors of the Association to assist in administering the CC&R's pursuant to this Declaration, and to further implement rules and regulations adopted by the Board of Directors pursuant to this Declaration.

Section 1.11. Development Period. "Development Period" shall mean and refer to that period of time beginning on the date of initial recording of this Declaration and ending whenever any of the following first occurs: (1) 30 years from the date of recording of this Declaration; or (2) four months after Declarant has transferred title to third party purchasers of Lots or Condominiums representing ninety-five (95%) of the total voting power of all Owners as then constituted; or (3) written notice from Declarant to the Association in which Declarant elects to terminate the Development Period. The "Development Period" may be extended pursuant to Section 2.2.

Section 1.12. Governing Documents. “Governing Documents” shall mean and refer to this Declaration, any Supplementary Declarations subsequently filed, and the Articles of Incorporation and By-Laws of the Association, as any of the foregoing may be amended from time to time.

Section 1.13. Greenbridge. “Greenbridge” shall mean and refer to that certain real property described on Exhibit A attached hereto, and such additions thereto as may hereafter be brought within the terms and conditions hereof, in accordance with Article 2 of this Declaration.

Section 1.14. Initial Construction Control Committee. “Initial Construction Control Committee” shall mean the committee created pursuant to Section 3.9.

Section 1.15. Living Unit. “Living Unit” shall mean and refer to a building or structure or any portion thereof situated in Greenbridge that is designed and intended for use and occupancy as a residence by a single family, including attached or detached houses, condominiums, and units within Apartment Buildings, and the appurtenant landscaping, fences, garages, or driveways occupying any Lot on which a Living Unit is situated. If a Living Unit is constructed on a Lot, the definition of Living Unit shall be deemed to encompass the underlying Lot, as well, but the definition shall not include any Lot on which a Living Unit has not yet received a certificate of occupancy or analogous approval from the applicable governmental authority.

Section 1.16. Lot. “Lot” shall mean and refer to any legally segmented and alienable portion of Greenbridge created after the date of this Declaration (and including Lots in any final plat of a portion of Greenbridge, whether or not such plat is recorded after the date of this Declaration), through subdivision, short subdivision, binding site plan approval, or any other process authorized by law for dividing land, provided that streets and other public areas, tracts, the Common Areas and any areas conveyed to a utility purveyor or its successor for use as part of that purveyor’s utility system shall not be considered to be Lots. Lots may be used for the construction of a single Living Unit or Non-residential Unit or developed as apartments or condominiums containing multiple Living Units and/or Non-residential Units.

Section 1.17. Master Plan. “Master Plan” shall mean and refer to the total general scheme of intended uses and densities for Greenbridge as shown on the Preliminary Plat Land Use and Unit Range Plan approved by King County as part of the preliminary plat approval for Greenbridge. If the Master Plan is amended at some future date, this definition shall refer to the most current version thereof.

Section 1.18. Mortgage. “Mortgage” shall mean and refer to any recorded mortgage or deed of trust encumbering one or more of the Lots, Living Units, or Non-residential Unit, or any Parcel. “First Mortgage” shall mean and refer to a Mortgage with priority over other Mortgages. “Mortgagee” shall mean and refer to the holder or beneficiary of any Mortgage and shall not be limited to Institutional Mortgagees. As used herein, the term “Institutional Mortgagees” or “Institutional Holder” shall include banks, trust companies, insurance companies, mortgage

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companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), all corporations, and any agency or department of the United States Government or of any state or municipal government.

Section 1.19. Non-residential Unit. "Non-residential unit" shall mean and refer to a building or structure thereof situated in Greenbridge that is designed and intended for use and occupancy by one or more commercial businesses or community service organizations, either public or private, and the appurtenant landscaping, fences, garages, or driveways occupying any Lot on which a Non-residential Unit is situated. If a Non-residential Unit is constructed on a Lot, the definition of Non-residential Unit shall be deemed to encompass the underlying Lot, as well, but the definition shall not include any Lot on which a Non-residential Unit has not yet received a certificate of occupancy or analogous approval from the applicable governmental authority.

Section 1.20. Owner. "Owner" shall mean and refer to the record owner (whether one or more persons or entities) of a fee interest in any Lot, Parcel, Living Unit, or Non-residential Unit, including Participating Builders, but excluding Mortgagees or other persons or entities having such interest merely as security for the performance of an obligation. The record owner of a Tract shall not be a member of the Association by virtue of ownership of that Tract. Purchasers or assignees under recorded real estate contracts shall be deemed Owners and their respective sellers or assignors shall not be deemed Owners, except as provided in Section 5.3, 5.4 and 5.5. For purposes of this Declaration, any person or entity with a leasehold interest in and possession of any Lot, Parcel, Living Unit, or Non-residential Unit which has a term in excess of thirty years shall be deemed the Owner of that any Lot, Parcel, Living Unit, or Non-residential Unit and the person or entity holding the underlying fee interest subject to that long term lease shall not be considered the Owner of that any Lot, Living Unit, or Non-residential Unit.

Section 1.21. Parcel. "Parcel" shall mean and refer to any portion of Greenbridge which has not received final development approval but is shown on the Master Plan and recorded final plat of Greenbridge as a future development area. Parcels may be used for the construction of a single Living Unit or Non-residential Unit or developed as apartments or condominiums containing multiple Living Units and/or Non-residential Units or may be further subdivided.

Section 1.22. Participating Builder. "Participating Builder" shall mean and refer to a person or entity that acquires a portion of Greenbridge for the purpose of improving such portion in accordance with the Master Plan for resale to Owners or lease to tenants.

Section 1.23. Phase. "Phase" shall mean and refer to any portion of Greenbridge that is segregated by Declarant's filing for recording of a final plat, short plat, binding site plan, condominium declaration, or other analogous recorded plan, map, or document, that creates Lots, Living Units, Non-residential Units, Tracts, or Common Areas.

Section 1.24. Single Family. "Single Family" shall mean and refer to a single housekeeping unit.

Section 1.25. Supplementary Declaration. "Supplementary Declaration" shall mean and refer to any recorded declaration of covenants, conditions, and restrictions which extends the provisions of this Declaration to a Phase or which contains such complementary provisions for a Phase as are deemed appropriate by Declarant.

Section 1.26. Tract. "Tract" shall mean and refer to any portion of Greenbridge which has been preserved as a non-building site for purposes other than construction and occupancy of Living Units and/or Non-residential Units will occur, including but not limited to areas preserved as sensitive areas and associated buffers, utility easements, park, open space and trail uses, and similar purposes as defined in the final plat of Greenbridge or other recorded document.

ARTICLE 2

MASTER PLAN AND ADDITIONS

Section 2.1. The Master Plan. The Master Plan illustrates Declarant's dynamic design for the staged development of Greenbridge as a community, and may be regularly modified and amended by Declarant as provided herein during the period of years required to develop the Greenbridge community. Because development pursuant to the Master Plan contemplates an evolving design, it shall not bind Declarant to make any of the additions to Greenbridge that are shown on the Master Plan or to improve any portion of such lands in accordance with the Master Plan unless and until a Supplementary Declaration is filed for record by the Declarant for a Phase of Greenbridge subjecting it to this Declaration. As provided in Section 2.2, the Declarant has the right to add to or amend the Master Plan, subject to approval by King County and/or other government agencies.

Section 2.2. Additions and Amendments. Declarant hereby reserves the right to add to or amend the Master Plan. Such additions or amendments shall be effected by (1) giving notice of the proposed changes to the Association, (2) securing any necessary approval of any proposed addition or amendment from King County or any successor governmental entity with jurisdiction over the Greenbridge property, and (3) securing any necessary approval of any federal agency.

Declarant's right to amend the Master Plan includes the right to add additional properties to or delete properties from Greenbridge and the right to change presently proposed uses in Greenbridge. Such amendments may include changes in the quantity or types of residential, recreational, and commercial uses, services, and facilities. In the event additional properties are added to Greenbridge, the Development Period may be extended a maximum of ten years at the sole option of Declarant.

ARTICLE 3

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GREENBRIDGE ASSOCIATION

Section 3.1. Description of Association. The Association is a non-profit corporation organized and existing under the laws of the State of Washington charged with the duties and vested with the powers prescribed by law and set forth in the Governing Documents, as they may be amended from time to time; provided, however, that no Governing Document other than this Declaration shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

Section 3.2. Association Board of Directors. Declarant shall within 90 days of this Declaration, select an initial Board of Directors of not fewer than three persons, who need not be Owners. The initial Board shall have the full authority and all rights, responsibilities, privileges, and duties to manage the Association under the Governing Documents and shall be subject to all provisions of the Governing Documents. The term of the initial directors of the Board shall expire at the first annual meeting of the Association following their appointment by Declarant. The number and terms of the elected Board of Directors shall be determined pursuant to the Bylaws of the Association. The Board shall elect officers of the Association from among the Board members, which shall include a president who shall preside over meetings of the Board and meetings of the Association.

Section 3.3. Association Membership. Every person or entity who is an Owner shall by reason thereof be a member of the Association. Such membership shall be appurtenant to and held and owned in the same manner as the beneficial fee interest in the Lot, Parcel, Living Unit or Non-residential Unit to which it relates. Membership shall not be separated from ownership of the Lot, Parcel, Living Unit or Non-residential Unit to which it relates; provided, however, that any Owner may delegate his or her rights of membership in the Association other than voting rights and rights of enjoyment in the Common Areas to the members of his or her family and to his or her tenants occupying a Living Unit or a Non-residential Unit, subject to the provisions of Section 6.3.

Section 3.4. Votes Appurtenant to Lots, Parcels, Living Units and Non-residential Units. Every Owner of residential property in Greenbridge shall be entitled to cast one vote in the Association for each Lot or Living Unit owned by that Owner. For any unimproved Lot or Parcel on which more than one Living Unit is authorized by King County pursuant to the approved Master Plan for Greenbridge (such as Lots zoned for Apartment Buildings or Parcels designated for future development), the Owner thereof shall be entitled to cast one vote for each Living Unit authorized thereon, but if fewer Living Units are actually constructed thereon than the number authorized, the Owner thereof shall, after the date of the certificate of occupancy, be entitled to cast only one vote for each Living Unit actually constructed on such Lot or Parcel regardless of any other provision of this section or Section 3.6. Every Owner of a Non-residential Unit shall be entitled to cast one vote in the Association for each Lot or Non-residential Unit owned by that Owner.

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A vote shall be appurtenant to and held and owned in the same manner as the beneficial fee interest in the Lot, Parcel, Living Unit or Non-residential Unit to which it relates. A vote shall not be separated from ownership of the Lot, Parcel, Living Unit or Non-residential Unit to which it relates; provided, however, that when more than one entity holds the beneficial fee interest in any Lot, Parcel, Living Unit or Non-residential Unit, the vote therefore shall be cast as the Owners among themselves determine, but in no event shall more than one vote be cast with respect to any Living Unit or Non-residential Unit; and if the several Owners of a Lot, Parcel, Living Unit or Non-residential Unit are unable to agree as to the casting of their vote, such vote shall not be counted. When a single entity owns more than one Lot, Parcel, Living Unit or Non-residential Unit, each vote may be cast separately. If a Living Unit or Non-residential Unit has one or more tenants, and the Owner wishes to delegate their voting rights to the tenant(s), the Owner shall designate, in writing delivered to the Association, the tenant entitled to cast the vote for that Unit. In the absence of such written delegation, only the Owner shall be entitled to vote.

Section 3.5. Initial Number of Votes. From the commencement of the existence of the Association, there shall be a total of 1150 outstanding votes in the Association, representing one vote for the maximum number of Living Units presently authorized by King County for Greenbridge and approximately fifty Non-Residential Units. During the Development Period, the Declarant shall be entitled to cast 1150 votes, less one vote for each Lot, Parcel, Living Unit or Non-residential Unit then owned by an Owner other than Declarant.

Section 3.6. Adjustment to Number of Votes. If more or less than 1100 Living Units are authorized by King County for Greenbridge at any time during the Development Period or additional properties are included in Greenbridge pursuant to Section 2.2, the number of votes in the Association shall be readjusted at such time to reflect the increased or decreased number of Lots, Parcels, Living Units and Non-residential Units, and Declarant shall be entitled to cast all such votes, less one vote for each Lot, Parcel, Living Unit and Non-residential Unit owned by an Owner other than Declarant. At the end of the Development Period, the number of votes in the Association shall be readjusted to equal the total of (1) the number of Living Unit and Non-residential Unit actually constructed, and (2) the number of Lots and Parcels on which Living Unit and Non-residential Unit have not been constructed. Thereafter, Declarant shall be entitled to cast votes only for Lots, Parcels, Living Units and Non-residential Units then owned by Declarant. If, after the end of the Development Period, additional Lots or Living Units are constructed from time to time in Greenbridge, the number of votes in the Association shall similarly be readjusted from time to time, in order that there shall thereafter always be one vote for each Living Unit and Non-residential Unit constructed in Greenbridge and one vote for each Lot or Parcel on which a Living Unit and Non-residential Unit has been authorized by King County but has not yet been constructed.

Section 3.7. Owner's Compliance with Governing. By acceptance of a deed to a Lot, Parcel, Living Unit and Non-residential Unit, execution of a contract purchasing a Lot, Parcel, Living Unit and Non-residential Unit, or any other means of acquisition of an ownership interest,

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whether or not it shall be so expressed in any such deed or other instrument, the Owner thereof covenants and agrees thereby, on behalf of himself and his or her heirs, successors, and assigns, to observe and comply with all terms of the Governing Documents of the Association, and all rules and regulations duly promulgated pursuant to Association Action.

Section 3.8. Rules and Regulations. The Association shall have the power to adopt from time to time by Association Action and to enforce rules and regulations, including Architectural Control Regulations, governing the use of Greenbridge, in addition to the use restrictions contained in this Declaration and whether or not expressly contemplated herein, provided that such rules and regulations shall not be inconsistent with this Declaration. The Association may prescribe penalties for the violation of such rules and regulations, (including Architectural Control Regulations), including but not limited to the assessment of fines and suspension of use the Common Areas or portions thereof. Any such rules and regulations shall become effective 30 days after promulgation or amendment and shall be mailed to all Owners within 30 days after promulgation or amendment. A copy of the rules and regulations then in force shall be retained by the secretary of the Association and shall be available for inspection by any Owner or tenant during reasonable business hours. Such rules shall have the same force and effect as if set forth herein.

Section 3.9. Initial Construction Control Committee. Initial construction of living units, commercial and community service buildings, and accessory structures in Greenbridge during the Development Period shall require prior approval of a committee consisting of two representatives of Declarant pursuant to Section 6.2.

Section 3.10. Design Review Committee. The Association shall establish and continuously maintain a Design Review Committee composed of three or more representatives as provided in the By-Laws of the Association, to review and approve or disapprove the details and written plans and specifications of all construction not subject to Section 3.9, including additions or exterior alterations to existing Living Units, Non-residential Units and accessory buildings and all initial construction and exterior additions or alterations of all other buildings, fences, walls, or other structures and all clearing or excavation of Lots, or cutting of trees within Greenbridge, as provided in Section 6.2. Within any condominium in Greenbridge, the prior approval of the Design Review Committee shall also be required for any landscaping changes, and for any exterior additions or alterations. The Design Review Committee shall be authorized to enforce, in cooperation with other appropriate committees, all Association rules, including but not limited to those in Section 6 below.

The Association shall have the power to adopt from time to time by Association Action and to enforce guidelines, criteria, and procedures governing the Design Review Committee and the Owners' compliance with the provisions of Section 6.2 hereof.

Section 3.11 Other Committees. The Board of Directors shall have the authority to create, from time to time, additional committees that the Board of Directors, in its sole discretion,

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determine would be useful for the efficient and proper administration of the duties of the Association. The Board of Directors may delegate such functions and duties to such committees as it deems fit, provided that the Board of Directors shall retain the ultimate decision making authority on all issues affecting the Association except for those duties assigned by this Declaration to the Initial Construction Control Committee.

ARTICLE 4

ASSOCIATION BUDGET, ASSESSMENTS, AND LIENS

Section 4.1. Owner's Covenant to Pay Assessments. By acceptance of a deed to a Lot, Parcel, Living Unit and Non-residential Unit, execution of a contract purchasing a Lot, Parcel, Living Unit and Non-residential Unit, or any other means of acquisition of an ownership interest, whether or not it shall be so expressed in any such deed or other instrument, the Owner thereof covenants and agrees thereby, on behalf of himself and his or her heirs, successors, and assigns, to pay the Association, in advance, all general and special assessments levied as provided herein. Declarant shall not be required to pay assessments during the development period, except for assessments levied against (1) Living Units and/or Non-Residential Units which were constructed after January 1, 2007 and which are occupied as rental units owned by Declarant, and (2) Living Units and/or Non-Residential Units which were transferred by Declarant to third parties and subsequently re-acquired by Declarant.

Section 4.2. Association Budget. The Association shall prepare, or cause the preparation of, an operating budget for the Association at least annually, in accordance with RCW Ch. 64.38 as now or hereafter amended, generally accepted accounting principles and the procedures specified in the Bylaws. The operating budget shall set forth all sums required by the Association, as estimated by the Association, to meet its annual costs and expenses, including but in no way limited to all management and administration costs, operating and maintenance expenses of the Common Areas, and services furnished to or in connection with the Common Areas, including the amount of all taxes and assessments levied against, and the cost of liability and other insurance on the Common Areas, and including charges for any services furnished by or to the Association, the cost of utilities and other services, and the cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and a reserve for replacements. The funds required to meet the Association's annual expenses shall be raised from a general assessment against each Lot, Living Unit and Non-residential Unit as provided in this Declaration. The Association may revise the operating budget after its preparation at any time and from time to time, as it deems necessary or advisable in order to take into account and defray additional costs and expenses of the Association.

Section 4.3. Levy of General Assessment. In order to meet the costs and expenses projected in its operating budget, the Association shall by Association Action determine and levy in advance on every Lot, Parcel, Living Unit and Non-residential Unit a general assessment. The assessment shall also be a personal obligation of the Owner of the Lot, Parcel, Living Unit and

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Non-residential Unit subject to assessment. The amount of each general assessment shall be the amount of the Association's operating budget divided by the number of Living Units and Non-residential Units that have been approved for occupancy by King County or its successor in interest and the number resulting from multiplying the additional Living Units and Non-residential Units will be occupied during the coming assessment period by the portion of such assessment period that they will be occupied, both as estimated by the Association. The Association shall determine the amount of the general assessment payable by each Lot, Parcel, Living Unit and Non-residential Unit for an assessment period at least 30 days in advance of the beginning of such period and shall at that time prepare a roster of the Owners and the general assessment allocated to each Lot, Parcel, Living Unit and Non-residential Unit, which shall be kept in the office of the Association and shall be open to inspection by any Owner upon reasonable notice to the Association. Notice of the general assessment shall thereupon be sent to each Owner; provided, however, that actual notification to an Owner of the amount of an assessment shall not be necessary to the validity thereof. The omission by the Association, before the expiration of any assessment period, to fix the amount of the general assessment hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article or a release of any Owner from the obligation to pay the general assessment, or any installment thereof, for that or any subsequent assessment period, but the general assessment fixed for the preceding period shall continue until a new assessment is fixed. Upon any revision by the Association of the operating budget during the assessment period for which such budget was prepared, the Association shall, if necessary, revise the general assessment levied against the Owners and give notice of the same in the same manner as the initial levy of a general assessment for an assessment period.

Section 4.4. Payment of General Assessment The Board of Directors shall determine whether installments of general assessments shall be collected on a monthly, quarterly, semi-annual, or annual basis. Any Owner may prepay one or more installments on any assessment levied by the Association without premium or penalty.

Section 4.5. Non-Discriminatory Assessment. Except as provided in Section 6.14 hereof, no assessment shall be made at any time, which may unreasonably discriminate against any particular Owner or group of Owners in favor of other Owners, provided that the Board of Directors may set different assessments for different categories of Owners where there is a legitimate difference in the level of impact that different categories of Owners may have on the need for Association improvements and/or programs and/or the cost of maintaining Association improvements and/or programs.

Section 4.6. Commencement of Assessments; One-Year Exemption of Vacant Lots. Liability of an Owner for assessments shall commence on the first day of the calendar month following the date upon which any instrument of transfer to such Owner becomes operative (such as the date of a deed, the date of a recorded real estate contract for the sale of any Lot, Parcel, Living Unit and Non-residential Unit, the date of death in the case of a transfer by will or intestate succession, etc.), provided, however, that an Owner shall not be liable for any assessments with respect to a

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Lot or Parcel which is vacant when acquired from Declarant until construction of a Living Unit and Non-residential Unit commences on that Lot, or until a period of one year from the date of acquisition from Declarant has expired, whichever occurs first. The Association may in its rules and regulations provide for an administratively convenient date for commencement of assessments that is not more than 90 days after the effective date established above. The due dates of any special assessment payments shall be fixed by the Association Action authorizing such special assessment. No general assessments shall be imposed on any Owner or Lot, Parcel, Living Unit or Non-Residential Unit until the Association adopts an initial budget in accordance with the terms of this Declaration and applicable state law.

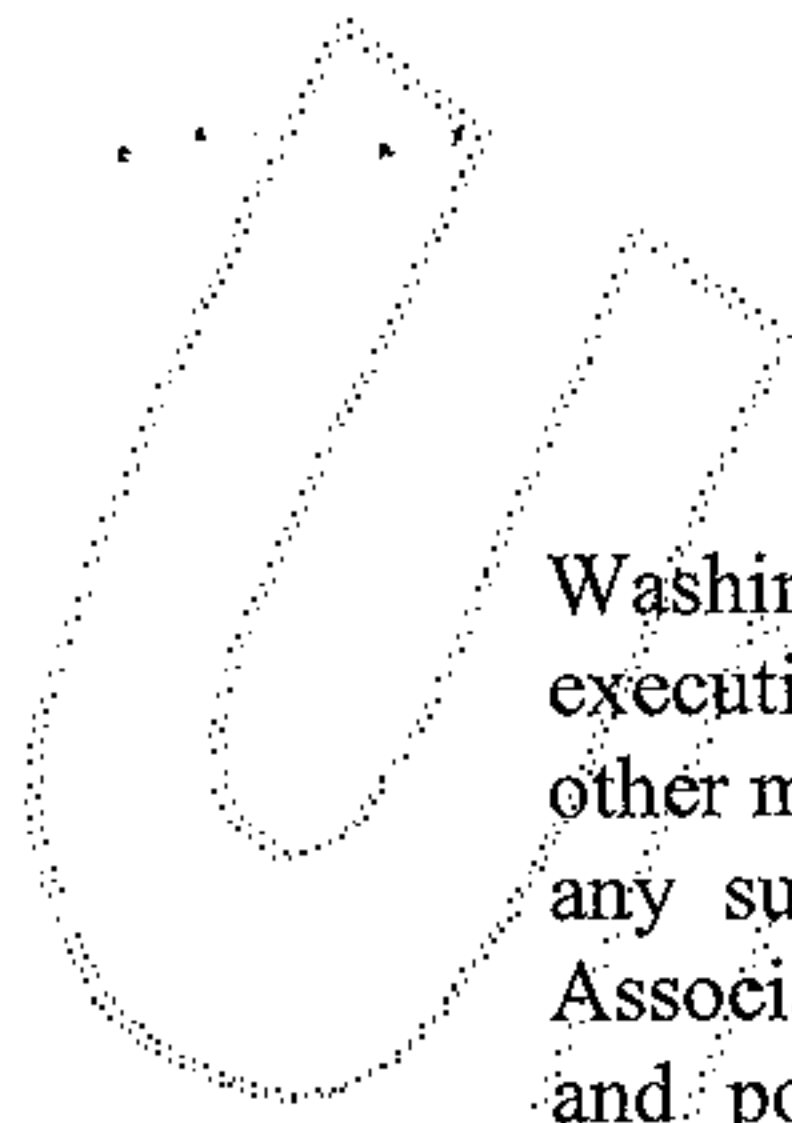
Section 4.7. Certificates and Assessment Payment. Upon request, the Board shall furnish written certificates certifying the extent to which assessment payments on a specified Lot, Parcel, Living Unit and Non-residential Unit are paid and current to the date stated therein. Issuance of such certificates shall be conclusive evidence of payment of any assessments therein declared to have been paid. A reasonable charge may be made by the Association for the issuance of such certificate.

Section 4.8. Special Assessments. In addition to the general assessments authorized by this Article, the Association may, by Association Action, levy a special assessment or assessments at any time against existing Living Unit and Non-residential Unit, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, inordinate repair, or replacement of a described capital improvement located upon or forming a part of the Common Areas, for maintenance, repair or operation of other improvements for which the Association is responsible, including necessary fixtures and personal property related thereto, or for such other purpose as the Association may consider appropriate, or for such other purposes as the Association determines are appropriate. If appropriate, the Association may levy a special assessment against a portion of the Living Units and/or Non-residential Units in cases where some but not all of the Units would benefit by the special assessment. The amount of each Owner's special assessment for any year shall be the total special assessment for such year, divided by the sum of the number of existing Units affected by the special assessment.

In addition, a special assessment may be made against a particular Owner by a two-thirds majority vote of the Board or other Association committee to which such oversight responsibility has been delegated in the event that, after notice from the Association of failing to maintain the same in a condition comparable to the other Lot, Parcel, Living Unit and Non-residential Unit in Greenbridge has been given to the Owner thereof, the Association elects to expend funds to bring such Owner's Lot, Parcel, Living Unit and Non-residential Unit up to such comparable standard. The cost of such maintenance and/or repair shall be collected by special assessment.

Section 4.9. Effect of Non-Payment of Assessment. If any assessment payment is not made in full within 30 days after it was first due and payable, the unpaid amounts shall constitute a lien against the Lot, Parcel, Living Unit and Non-residential Unit assessed and shall bear interest from the date on which payment was first due and payable at the rate applicable to judgments in Amended Declaration of Covenants, Conditions and Restrictions

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Washington. By acceptance of a deed to a Lot, Parcel, Living Unit and Non-residential Unit, execution of a contract purchasing a Lot, Parcel, Living Unit and Non-residential Unit, or any other means of acquisition of an ownership interest, and whether or not it shall be so expressed in any such deed or other instrument, each Owner shall be deemed to grant thereby to the Association, its agents and employees, and to Declarant during the Development Period, the right and power to bring all actions against such Owner personally for the collection of such assessments as a debt, and to enforce the liens created by this Declaration in favor of the Association by foreclosure of the continuing liens in the same form of action as is then provided for the foreclosure of a mortgage on real property. The liens provided for in this Declaration shall be for the benefit of the Association as a corporate entity, and the Association shall have the power to bid in at any lien foreclosure sale and to acquire, hold, lease, mortgage, and convey the Lot, Parcel, Living Unit and Non-residential Unit foreclosed against.

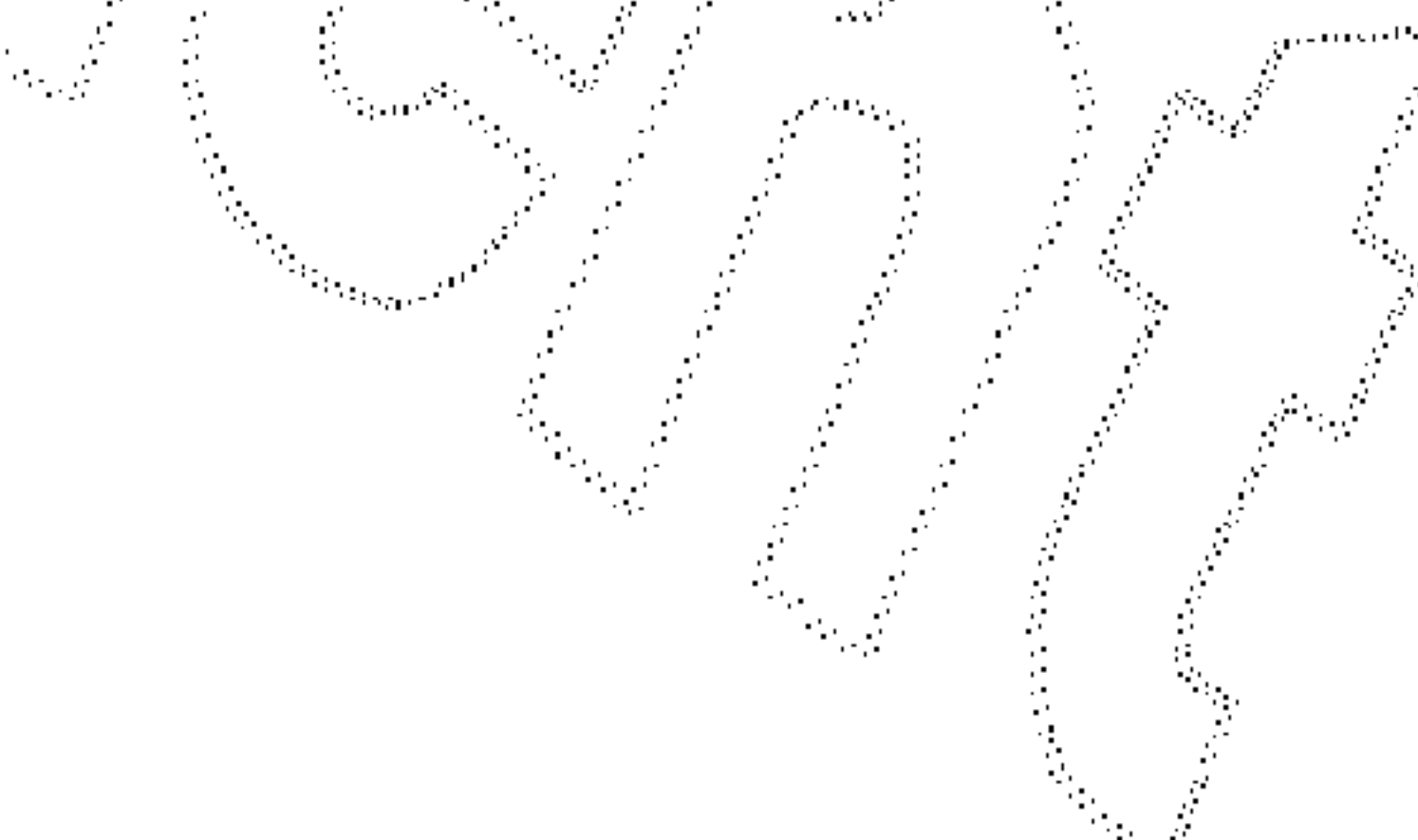
Section 4.10. Lien to Secure Payment of Assessments. Declarant hereby creates in the Association perpetually the power to create a lien in favor of the Association against each Lot, Parcel, Living Unit and Non-residential Unit, to secure to the Association the payment to it of all assessments, interest, costs, and attorneys fees; and Declarant hereby subjects all Lots, Parcels, Living Units and Non-residential Units perpetually to such power of the Association. Such lien shall arise in accordance with the terms of this Declaration without the necessity of any further action by the Association, and any such lien when created, shall be a security interest in the nature of a mortgage in favor of the Association. Such lien shall become a continuing lien in the amount stated in the assessment from the time of the assessment, but expiring pro rata as the assessment payments are made, and shall also be the personal obligation of the person or entity who is the Owner of the Lot, Parcel, Living Unit and Non-residential Unit at the time of the assessment. The personal obligation to pay a prior assessment shall not pass to successors in interest unless expressly assumed by them, provided, however, that in the case of a sale or contract for the sale of any Lot, Parcel, Living Unit and Non-residential Unit which is charged with the payment of an assessment the person or entity who is the Owner immediately prior to the date of such sale shall be personally liable for the amounts of the monthly installments due prior to said date, and the new Owner shall be personally liable for monthly installments becoming due on or after such date. The foregoing limitation on the duration of the personal obligation of an Owner to pay assessments shall not, however, affect the validity or duration of the continuing lien for unpaid assessments against the respective Lot, Parcel, Living Unit and Non-residential Unit.

Section 4.11. Suspension for Non-Payment of Assessment. If an Owner shall be in arrears in the payment of any assessment due, or shall otherwise be in default of the performance of any terms of the Governing Documents of the Association for a period of 30 days, said Owner's voting rights shall without the necessity of any further action by the Association, be suspended (except as against foreclosing secured parties) and shall remain suspended until all payments, including interest thereon, are brought current and any other default is remedied. No Owner is relieved of liability for assessments by non-use of the Common Areas or by abandonment of a Lot, Parcel, Living Unit and Non-residential Unit.

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Section 4.12. Reserves for Replacement. As a common expense, the Association shall establish and maintain a reserve fund for replacement of the Common Areas and any improvements and community facilities thereon, or other improvements for which the Association is responsible, by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Association. Such fund shall either be (1) deposited with an FDIC-Insured banking institution with no more than \$100,000 in any such institution, unless additional insurance is provided by the bank and purchased with the intent to hold to maturity, or (2) in the discretion of the Association, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. All investments will be purchased in the name of the Association. The Association shall structure maturities to ensure that assets will be liquid for anticipated needs. The reserve fund shall be expended only for the purpose of effecting the replacement of the Common Areas and any improvements and community facilities thereon, or other improvements for which the Association is responsible, equipment replacement, and for start-up expenses and operating contingencies of a nonrecurring nature. The Association may establish such other reserves for such other purposes as it may from time to time consider being necessary or appropriate. The proportional interest of any Owner in any such reserves shall be considered an appurtenance of his or her Lot, Parcel, Living Unit and Non-residential Unit and shall not be separately withdrawn, assigned, or transferred, or otherwise separated from the Lot, Parcel, Living Unit and Non-residential Unit to which it appertains and shall be deemed to be transferred with such Lot, Parcel, Living Unit and Non-residential Unit.

Section 4.13. Certain Areas Exempt. The Common Areas, all Tracts, and all portions of Greenbridge dedicated to and accepted by a public agency or utility purveyor as public streets, stormwater facilities or utility tracts shall be exempt from assessments by the Association.

ARTICLE 5

SUBORDINATION OF LIENS

Section 5.1. Intent of Provisions. The provisions of this Article 5 apply for the benefit of each Mortgagee holding a mortgage or deed of trust granted by Declarant, or who lends money for purposes of construction or to secure the payment of the purchase price of a Lot, Parcel, Living Unit and Non-residential Unit.

Section 5.2. Mortgagee's Non-Liability. The holder of a Mortgage shall not, by reason of the security interest only, be liable for the payment of any assessment or charge, nor for the observance or performance of any covenant or restriction, excepting only those enforceable by equitable relief and not requiring the payment of money, and except as hereafter provided.

Section 5.3. Mortgagee's Rights During Foreclosure. During the pending of any proceeding to foreclose a Mortgage, including any period of redemption, the holder of the Mortgage, or the receiver, if any, may exercise any or all of the rights and privileges of the Owner of the Amended Declaration of Covenants, Conditions and Restrictions

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encumbered Lot, Parcel, Living Unit and Non-residential Unit, including but not limited to the right to vote in the Association to the exclusion of the Owner's exercise of such rights and privileges.

Section 5.4. Mortgagee as Owner. At such time as a Mortgagee shall become the record Owner of the Lot, Parcel, Living Unit and Non-residential Unit previously encumbered by the Mortgage, the Mortgagee shall be subject to all of the terms and conditions of this Declaration, including the obligation to pay for all assessments and charges in the same manner as any Owner.

Section 5.5. Mortgagee's Title Free and Clear of Liens. A Mortgagee or other secured party acquiring title to a Lot, Parcel, Living Unit and Non-residential Unit through foreclosure, suit, deed of trust sale, deed in lieu of foreclosure, or equivalent method, shall acquire title to the encumbered Lot, Parcel, Living Unit and Non-residential Unit free and clear of any lien authorized by or arising out of the provisions of this Declaration, insofar as such lien secures the payment of any assessment or charge or installment due but unpaid before the final conclusion of any such proceeding, including the expiration date of any period of redemption. The Association may treat any unpaid assessments against a Lot, Parcel, Living Unit and Non-residential Unit foreclosed against as a common expense, in which case it shall prorate such unpaid assessments among the remaining Lots, Parcels, Living Units and Non-residential Units, and each such remaining Lot, Parcel, Living Unit and Non-residential Unit shall be liable for its prorated share of such expenses in the same manner as for any other assessment.

Section 5.6. Survival of Assessment Obligation. After the foreclosure of a security interest in a Lot, Parcel, Living Unit and Non-residential Unit, any unpaid assessments shall continue to exist and remain as a personal obligation of the Owner against whom the same was levied, and the Association shall use reasonable efforts to collect the same from such Owner.

Section 5.7. Subordination of Assessment Liens. The liens for assessments provided for in this Declaration shall be subordinate to the lien of any Mortgage or other security interest placed upon a Lot, Parcel, Living Unit and Non-residential Unit as a construction loan security interest or as a purchase money security interest, or refinancing thereof and the Association will, upon demand, execute a written subordination document to confirm the particular superior security interest. The sale or transfer of any Lot, Parcel, Living Unit and Non-residential Unit or any interest therein shall not affect the liens provided for in this Declaration except as otherwise specifically provided for herein, and in the case of a transfer of a Lot, Parcel, Living Unit and Non-residential Unit for purposes of realizing a security interest, liens shall arise against the Lot, Parcel, Living Unit and Non-residential Unit for any assessment payments coming due after the date of completion of foreclosure (including the expiration date of any period of redemption).

ARTICLE 6

USE COVENANTS, CONDITIONS, AND RESTRICTIONS

Section 6.1. Authorized Uses. Greenbridge shall be used solely for the uses authorized in the Master Plan, as amended from time to time. Such uses may include, but are not limited to, residential, retail and other commercial uses, active and passive recreational uses and facilities, utility stations, public uses and facilities, and other uses and facilities normally incidental to such a planned community. The total number of residential units in Greenbridge is limited by the terms and conditions of King County's preliminary plat approval. During the Development Period, no Lot, Parcel, Living Unit and Non-residential Unit shall be further subdivided without Declarant's prior written approval. Thereafter, no Lot, Parcel, Living Unit and Non-residential Unit shall be further subdivided without prior approval conferred by Association Action. No dwelling unit or accessory dwelling unit, as those terms are defined in the Zoning Code of King County, or its successor in interest, shall be permitted on any lot in Greenbridge except as specifically allowed by the Master Plan and the Zoning Code of King County, or its successor in interest.

Section 6.2. Approval of Building and Clearing Plans Required

(a) During the Development Period, no construction of a new Living Unit and Non residential Unit, or accessory building on a Lot or Parcel shall be commenced or maintained in Greenbridge until written approval thereof has been obtained from the Initial Construction Control Committee. After the Development Period, no such construction shall be commenced or maintained until written approval of the Design Review Committee has been obtained.

(b) Plans and specifications shall conform to all adopted Architectural Control Regulations and any other rules and regulations adopted by the Declarant or Association to implement the Declaration, provided such rules and regulations shall not be inconsistent with this Declaration. The adopted Architectural Control Regulations shall conform with Attachments M, N, O, P, Q and R to the DDES staff report to the Hearing Examiner, as originally issued in July 2004, and as amended from time to time.

(c) No addition or exterior alteration of a Living Unit and Non-residential Unit or accessory building on a Lot or Parcel shall be commenced or maintained until written approval of the Design Review Committee has been obtained.

(d) No construction of or addition or alteration of any other building or any fence, wall or other structure on a Lot or Parcel or in a Common Area shall be commenced until written approval of the Design Review Committee has been obtained.

(e) No clearing, no excavation, no filling and no removal of any tree of eight (8) inches or more in diameter, measured one foot above ground level, is permitted on a Lot or Parcel or in a common area without prior written approval of the Design Review Committee, provided that where such clearing, excavation, filling or tree cutting is associated with initial

construction of a Living Unit and Non-residential Unit, or accessory building during the Development Period, such written approval shall be obtained from the Initial Construction Control Committee.

(f) In order to obtain approval pursuant to this section, an Owner (including a Participating Builder) shall submit to the appropriate Committee written plans and specifications, showing the nature, kind, shape, height, materials, colors, landscaping, location and other information relevant to the application for approval. The appropriate Committee shall have the authority to approve, reject or approve with conditions any application based upon the Committee's determination as to whether or not the proposed work is in harmony of external design and location in relation to surrounding structures, vegetation, properties and topography and is in compliance with the Governing Documents. Committee decisions shall be final and binding on all parties.

(g) The initial construction of a Living Unit and Non-residential Unit or accessory structure and major alterations thereto shall be done by a licensed and bonded general contractor, unless written permission otherwise is obtained from the appropriate Committee. Proof of current contractor registration shall be submitted with the plans and specifications described above.

(h) Plans and specifications for any development shall conform to the building setbacks established for each Lot or Parcel in Greenbridge. No structures of any kind shall be approved within these setbacks unless approved in writing by the Initial Construction Control Committee, or, after the Development Period, by the Design Review Committee.

(i) Approval of plans and specifications by the appropriate Committee shall include a reasonable timetable for completion of any authorized construction activity, provided that an extension to complete landscaping may be granted where completion within the authorized period is not feasible due to weather or other exceptional circumstances. In the event that an extension is granted for landscaping, the total time period for completion of landscaping shall not exceed one year. The appropriate committee may, where appropriate, require completion of the exterior of any structure and landscaping within a shorter period of time.

(j) This Section 6.2 shall not apply to activity undertaken by the Declarant in any Parcel or action pursuant to the exercise of Declarant's rights under Section 7.1, or to activity undertaken by utility purveyors to maintain or improve the utilities serving Greenbridge.

Section 6.3. Leasing Restrictions. A Lot, Parcel, Living Unit and Non-residential Unit may be leased or rented by any Owner, provided each lease or rental agreement shall be in writing and shall by its terms provide that it is subject in all respects to the provisions of the Governing Documents. Owners may, but are not required to delegate to their tenants, the right to use the common areas in the same manner as Owners, provided that non-resident Owners of Lots, Living Units and/or Non-residential Units who delegate their right to use common areas to their tenants

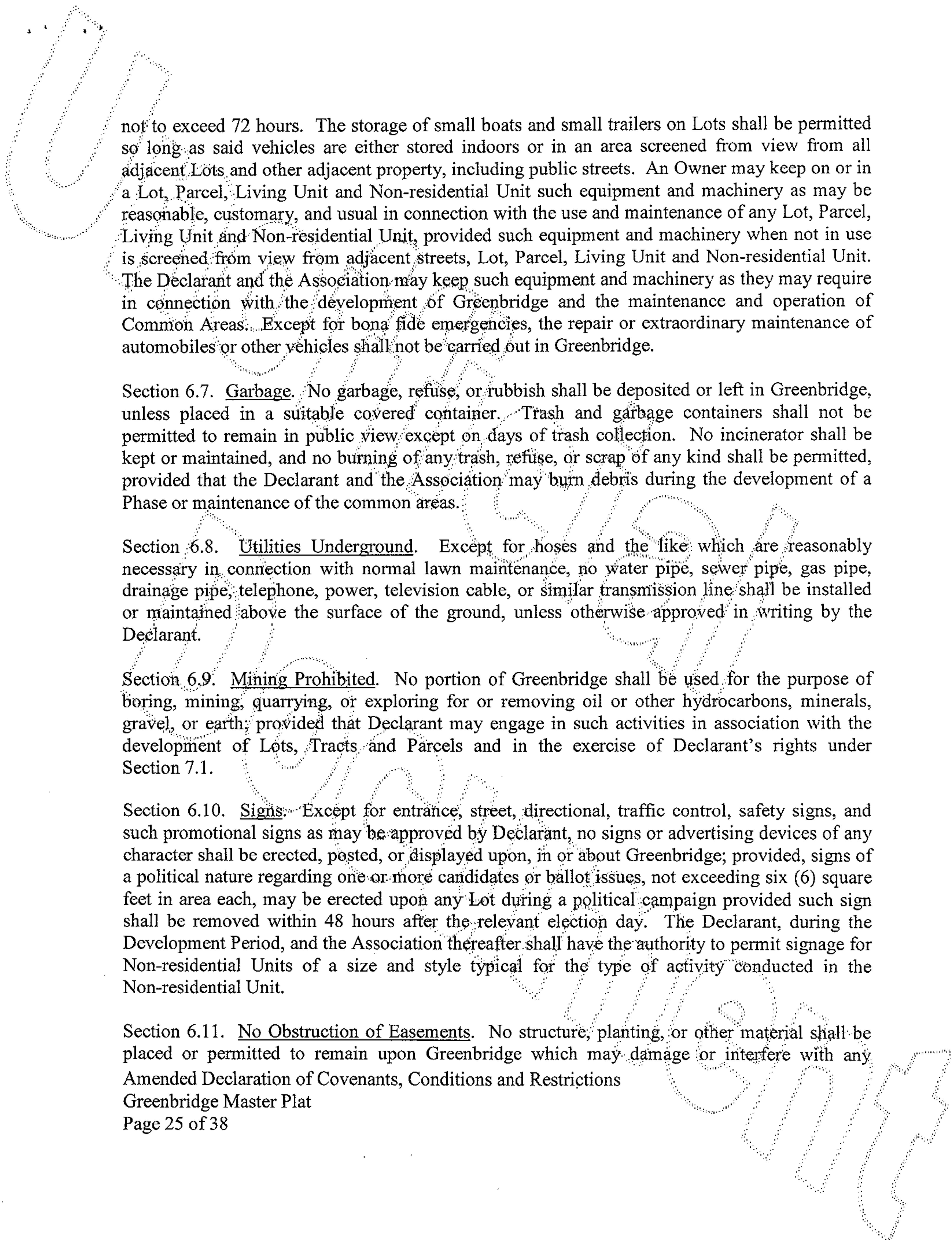
shall not also have the right to use the common areas during the period of such delegation. Any failure by a lessee to comply with the terms of the Governing Documents shall be a default under the lease, whether or not it is so expressed therein. Other than the foregoing, there is no restriction on the right of any Owner to lease his or her Lot, Living Unit and Non-residential Unit.

Section 6.4. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept in Greenbridge; provided, however, that up to a total of two conventional household pets may be kept on a Lot or in a Living Unit subject to the following restrictions:

- Pets shall not be kept, bred, or maintained for any commercial purposes.
- Owners shall be responsible for the immediate cleanup and removal of all fecal matter deposited by dogs on any property other than the Lot of the Owner of the dog.
- Dogs shall be confined to the Owner's Lot or Living Unit, unless on a leash and accompanied by a responsible person.
- The Association may prohibit Owners from allowing dogs in some or all of the Common Areas.
- No domestic pet may be kept if it is a source of annoyance or a nuisance.
- The Association shall have the authority to determine whether a particular pet is a nuisance or a source of annoyance, and such determination shall be final and conclusive.
- Pets shall be attended at all times and shall be registered, licensed, and inoculated from time to time as required by law.

Section 6.5. Commercial Uses. No commercial enterprise, including itinerant vendors, shall be permitted on any Lot or in any Living Unit, except as such uses are specifically designated for certain retail and commercial areas of Greenbridge, in accordance with the approved Greenbridge Master Plan; provided, however, that the Association may permit specified home occupations to be conducted if allowed by law and if such occupation will not, in the reasonable judgment of the Association, cause traffic congestion or other disruption of the Greenbridge community.

Section 6.6. Mobile Homes, Trailers and Campers. The use of mobile homes, modular or prefabricated homes, or similar structures which are largely constructed offsite as living units is prohibited on Lots and Parcels in Greenbridge, regardless of the anticipated duration of such use. The storage on Lots or Parcels or in Common Areas within Greenbridge of all or any of the following: mobile homes, house trailers, campers, camp trucks, boats, boat trailers, junk vehicles, or any other similar machinery or equipment of any kind or character is prohibited, unless provided otherwise in this section. The Association may, in its discretion, provide and maintain one or more suitable areas designated for the parking and storage of such vehicles or the like at one or more specified locations in Greenbridge in which case such area shall be the exclusive location for storage of such vehicles and equipment, except as provided below. The Association may authorize temporary storage elsewhere of such vehicles or the like for periods



not to exceed 72 hours. The storage of small boats and small trailers on Lots shall be permitted so long as said vehicles are either stored indoors or in an area screened from view from all adjacent Lots and other adjacent property, including public streets. An Owner may keep on or in a Lot, Parcel, Living Unit and Non-residential Unit such equipment and machinery as may be reasonable, customary, and usual in connection with the use and maintenance of any Lot, Parcel, Living Unit and Non-residential Unit, provided such equipment and machinery when not in use is screened from view from adjacent streets, Lot, Parcel, Living Unit and Non-residential Unit. The Declarant and the Association may keep such equipment and machinery as they may require in connection with the development of Greenbridge and the maintenance and operation of Common Areas. Except for bona fide emergencies, the repair or extraordinary maintenance of automobiles or other vehicles shall not be carried out in Greenbridge.

Section 6.7. Garbage. No garbage, refuse, or rubbish shall be deposited or left in Greenbridge, unless placed in a suitable covered container. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained, and no burning of any trash, refuse, or scrap of any kind shall be permitted, provided that the Declarant and the Association may burn debris during the development of a Phase or maintenance of the common areas.

Section 6.8. Utilities Underground. Except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, telephone, power, television cable, or similar transmission line shall be installed or maintained above the surface of the ground, unless otherwise approved in writing by the Declarant.

Section 6.9. Mining Prohibited. No portion of Greenbridge shall be used for the purpose of boring, mining, quarrying, or exploring for or removing oil or other hydrocarbons, minerals, gravel, or earth; provided that Declarant may engage in such activities in association with the development of Lots, Tracts and Parcels and in the exercise of Declarant's rights under Section 7.1.

Section 6.10. Signs. Except for entrance, street, directional, traffic control, safety signs, and such promotional signs as may be approved by Declarant, no signs or advertising devices of any character shall be erected, posted, or displayed upon, in or about Greenbridge; provided, signs of a political nature regarding one or more candidates or ballot issues, not exceeding six (6) square feet in area each, may be erected upon any Lot during a political campaign provided such sign shall be removed within 48 hours after the relevant election day. The Declarant, during the Development Period, and the Association thereafter shall have the authority to permit signage for Non-residential Units of a size and style typical for the type of activity conducted in the Non-residential Unit.

Section 6.11. No Obstruction of Easements. No structure, planting, or other material shall be placed or permitted to remain upon Greenbridge which may damage or interfere with any Amended Declaration of Covenants, Conditions and Restrictions

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easement or the installation or maintenance of utilities, or which may unreasonably change, obstruct, or retard direction or flow of any drainage channels.

Section 6.12. Antennae. No external television, radio, shortwave or citizens band antennae, free-standing antenna towers, satellite reception dishes or similar equipment of any kind shall be permitted in Greenbridge, except as provided in this section.

Antennae which are (1) one meter in diameter or less, and (2) designed to receive either direct broadcast satellite service or video programming services via multichannel multipoint distribution services, shall be permitted subject to the following conditions:

6.12.1 Prior written approval from the Design Review Committee is required. Such approval will be granted if the remaining conditions in this section are met.

6.12.2 Such antennae shall be located so as not to create a safety hazard by interfering with or obstructing vehicular or pedestrian traffic on public or private streets or easements.

6.12.3 Such antennae shall be located so as not to create a safety hazard by interfering with or obstructing access to utility services, including utility meters and other similar facilities.

6.12.4 Such antennae are, to the extent possible, screened from view from public and private streets and from adjoining homes. Where necessary, the Design Review Committee may require installation of additional landscaping or other measures to achieve such screening, provided the cost of such screening is reasonable. Such screening will not be required if it would preclude reception of an acceptable quality signal.

Section 6.13. Owners' Maintenance Responsibilities. The maintenance, upkeep, and repair of individual Lots, Parcels, Living Units and Non-residential Units shall be the sole responsibility of the individual Owners thereof, and in no way shall it be the responsibility of the Association, its agents, subagents, officers or directors. Owners shall maintain their Lot, Parcel, Living Unit and Non-residential Unit and any and all appurtenances thereto in good order, condition, and repair, and in a clean, sightly, and sanitary condition at all times. Without limitation as to the foregoing, each owner shall be obligated to maintain the landscaping on his or her Lot or Parcel in a healthy and attractive state and in a manner comparable to that on the other Lots and Parcels in Greenbridge. After notice to an Owner from the Association of such Owner's failure to so maintain his or her landscaping, and after approval of a two-thirds majority vote by the Board or other Association committee to which such oversight responsibility shall have been delegated, the Association shall have the right, through its agents and employees to enter upon any Lot or Parcel which as been found to violate the foregoing standards in order to repair, maintain, and/or restore the landscaping to such standards. The cost of such work shall be a special assessment on

such Owner and his or her Lot or Parcel only, and the provisions of this Declaration regarding collection of assessments shall apply thereto.

Section 6.14. Weapons. No firearms or weapons of any kind or nature, including rifles, handguns, bows, slingshots, BB guns, slings, traps, or any other like weapon, shall be used or discharged within Greenbridge except by authorized governmental officials.

Section 6.15. Sales and Construction Facilities. Despite any other provisions of this Declaration, it is expressly permissible during the Development Period for Declarant and Participating Builders, or agents or contractors thereof, to maintain on any portion of Greenbridge owned by Declarant or Participating Builders such facilities as in the sole opinion of Declarant may be reasonably required, convenient, or incidental to the construction and sale of Lots, Parcels, Living Units and Non-residential Units, including, without limitation, business offices, storage areas, construction yards, signs, model units, and sales offices.

Section 6.16. Nuisances Prohibited. No noxious or offensive trade or activity shall be conducted in any portion of Greenbridge, nor shall anything be done or maintained therein in derogation or violation of the laws of the State of Washington, King County, or any other governmental entity with jurisdiction. Nothing shall be done or maintained on any portion of Greenbridge, which may be or become an annoyance or nuisance to the neighborhood or other Owners or detract from the value of the Greenbridge community. The Association shall determine by Association Action whether any given use of a Lot, Parcel, Living Unit and Non-residential Unit unreasonably interferes with the rights of the other Owners to the use and enjoyment of their respective Lot, Parcel, Living Unit and Non-residential Unit, or of the Common Areas, and such determination shall be final and conclusive.

Section 6.17. Relief from Certain Provisions. In cases where an Owner has made a factual showing that strict application of the provisions of Sections 6.4, 6.5, 6.6, 6.10, 6.12, and 6.14 only of this Article (regulating animals, commercial uses, trailers and campers, signs, antennae, and weapons, respectively) would create a severe hardship on the Owner, the Board by Association Action may grant the Owner relief from any of such provisions, in addition to any exceptions or provisions already contained in those sections, provided, however, that such relief shall be limited by its scope or by conditions to only that necessary to relieve the hardship; and provided further, that no such relief shall be granted if the condition thereby created would in the reasonable judgment of the Board violate the provisions of Section 6.16 of this Article. The decision of the Board in granting or denying such relief shall be final and conclusive.

ARTICLE 7

COMMON AREAS

Section 7.1. Title to Common Areas. Declarant shall from time to time during the Development Period convey to the Association the Common Areas designated on a final plat or other recorded Amended Declaration of Covenants, Conditions and Restrictions

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document, map or plan. Upon its creation as a Common Area, and whether or not it shall have been conveyed as yet to the Association, every Common Area shall be subject to an easement of common use and enjoyment in favor of the Association and every Owner, their heirs, successors, and assigns, in accordance with the terms and conditions of the Governing Documents. Such easement shall be appurtenant to and shall not be separated from ownership of any Lot, Parcel, Tract, Living Unit and Non-residential Unit and shall not be assigned or conveyed in any way except upon the transfer of title to such Lot, Parcel, Tract, Living Unit and Non-residential Unit, and then only to the transferee of such title and shall be deemed so transferred and conveyed whether or not it shall be so expressed in the deed or other instrument conveying title. Certain rights of use, ingress, egress, occupation, and management authority in the Common Areas set forth elsewhere in this Declaration shall be reserved to Declarant. All Common Areas when conveyed to the Association shall be free and clear of financial liens and encumbrances. Assessments shall not be used to defray operating and maintenance costs of Common Areas which have not yet been conveyed to the Association.

The Declarant shall retain the right to construct roads and utilities across the Common Area and to grant authority to utility purveyors to construct utilities across the Common Areas so as to connect roads and utilities in the Greenbridge Master Plan to roads and utilities on adjacent properties if such connections are authorized by King County, its successor in interest, or any public or private utility. In the event such roads or utility connections are so required, the Association shall dedicate to King County, its successor in interest, or to an appropriate utility any and all rights of way and/or easements so required.

Section 7.2. Owners' Common Rights. Owners in each Phase shall have equal rights with the Owners in all other Phases to use the Common Areas in all Phases, unless certain Common Areas are specifically designated as limited Common Areas on the face of a plat or other recorded instrument creating a Phase or in an amendment to this Declaration or in a Supplementary Declaration. All easements for ingress, egress, utilities, and use of facilities, unless otherwise specifically limited, shall exist in favor of all Owners in each and all Phases.

Section 7.3. Prohibited Actions Within Common Areas. Within the boundaries of the Common Areas, no trees or ground cover shall be cut, removed, or destroyed, provided that the Association may approve such actions upon recommendation of the Design Review Committee or other appropriate committee. Dumping of construction materials, grass clippings, or other debris in the Common Areas is prohibited. Plantings or improvements of any kind are prohibited, provided that the Association may approve such actions upon recommendations of the Design Review Committee or other appropriate committee.

Section 7.4. Maintenance of Common Areas. The Association shall maintain, repair, replace, improve, and otherwise manage all of the Common Areas so as to keep them in good repair and condition and shall conduct such additional maintenance, repair, replacement, construction, or reconstruction as may be determined pursuant to Association action to promote the recreation, health, safety, and welfare of the Owners. Any action necessary or appropriate to the Amended Declaration of Covenants, Conditions and Restrictions

maintenance and upkeep of the Common Areas, the landscaping, irrigation, storm drainage facilities, sewer and water systems, all buildings, gas, telephone, or electrical or television facilities applicable to the Common Areas shall be taken by the Association only. The Association shall be responsible for compliance with any and all requirements of King County or its successor regarding maintenance of the common areas.

Section 7.5. Description of Sensitive Area Tracts. Sensitive Area Tracts may include, but are not limited to, portions of Lots and Parcels in Greenbridge, certain Common Areas that have as one of their major functions the natural retention and transmission of storm water drainage, portions of the Common Areas intended for passive recreational use by retaining them in their native state, and major hydrological features of Greenbridge, such as wetlands; provided, however, that no area shall be deemed to be a Sensitive Area Tract unless it is so designated on the face of a plat or other recorded instrument creating a Phase.

Section 7.6. Prohibited Actions Within Sensitive Area Tracts. Within the boundaries of Sensitive Area Tracts, no trees and significant ground cover shall be cut, removed, or destroyed, but such areas shall instead be kept and maintained as much as possible in their undeveloped state. No structure, stairway, deck, patio, building, or other improvement ("Development" herein) shall be constructed within any Sensitive Area Tract except for the following specified Developments, which shall be constructed only by Declarant or the Association or as permitted following approval by the Design Review Committee pursuant to Section 6.2.

(a) Recreational areas, streets, and other vehicular access ways, pedestrian and bicycle paths, and other walks, driveways, and utility service paths if shown on a final plat, easement or other recorded document, map or plan.

(b) Utility transmission lines, including sanitary sewer, water, natural gas, telephone, cable television, or other utility lines, together with facilities and appurtenances related thereto.

(c) Storm water retention/detention ponds or basins, storm water drainage lines, and all other elements, appurtenances, and facilities of the storm water drainage system.

Section 7.7. Pruning and Vegetation Removal in Sensitive Area Tracts. Pruning or removal of trees for view maintenance or solar access within a Sensitive Area Tract located on a Lot, Tract or Parcel shall be permitted only upon prior written approval of the Design Review Committee or other appropriate committee. Such approval shall be granted only after it has been determined that the proposed pruning will not violate any conditions imposed on the Sensitive Area Tract by a governmental agency with jurisdiction, will not endanger soil stability and will not defeat the intent or purposes meant to be served by the establishment of Sensitive Area Tracts. Pruning must be limited so as to not endanger the tree or trees to be pruned. Any such pruning must be done in a competent and workmanlike manner and the Design Review Committee may require that such pruning be done by a professional gardening service or licensed tree surgeon. Trees and significant ground cover within a Sensitive Area Tract located on a Lot, Tract or Parcel may

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be removed by the Owner of such Lot, Tract or Parcel if such action is necessary to remove a clear and present danger to life or property, dead, dying, or diseased trees and ground cover, or trees and ground cover which present a fire hazard; provided, however, that prior written approval of the Design Review Committee shall be obtained before any such removal. Trees and significant ground cover within Sensitive Area Tracts located in Common Areas may be pruned, cut, or removed only by the Design Review Committee and only after prior written approval of such action by the Association. Pruning, cutting, or removal of trees or significant ground cover within Sensitive Area Tracts in Common Areas shall be subject to the same conditions and restrictions on such actions as imposed above for such actions within Native Growth Protection Areas on Lots, Tracts and Parcels.

Section 7.8. Surface Water Facilities. The Association shall be responsible to maintain, repair, replace and otherwise manage those stormwater control facilities which are designated for private maintenance. The Association shall have the authority to transfer such responsibility to King County if and when the County is willing to accept such a transfer. The Association shall also have, to the extent otherwise permitted, the authority to maintain, repair, replace and otherwise manage those stormwater control facilities which are designated for public maintenance by King County.

ARTICLE 8

INSURANCE, CASUALTY LOSSES, CONDEMNATION

Section 8.1. Insurance Coverage. The Association shall obtain and maintain at all times as an Association expense an insurance policy or policies and bonds written by companies licensed to do business in Washington which provide:

(a) Insurance against loss or damage by fire and other hazards covered by the standard extended coverage endorsement in an amount as near as practicable to the full insurable replacement value (without deduction for depreciation) of the Common Areas, with the Association named as insured as trustee for the benefit of Owners and Mortgagees as their interests appear, or such other fire and casualty insurance as the Association shall determine will give substantially equal or greater protection insuring the Owners and their Mortgagees, as their interests may appear.

(b) General comprehensive liability insurance insuring the Association, the Owners, Declarant, and any managing agent, against any liability to the public or to the Owners and their guests, invitees, licensees, or tenants, incident to the ownership or use of the Common Areas.

(c) Worker's compensation insurance to the extent required by applicable laws.

(d) Fidelity coverage naming the Association as an obligee to protect against dishonest acts by the Board, Association officers, committees, managers, and employees of any Amended Declaration of Covenants, Conditions and Restrictions

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of them, and all others who are responsible for handling Association funds, in an amount equal to three months general assessments on all Lot, Living Unit and Non-residential Unit, including reserves.

(e) Insurance against loss of personal property of the Association by fire, theft, and other losses with deductible provisions as the Association deems advisable.

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

Section 8.2. Casualty Losses. In the event of substantial damage to or destruction of any of the Common Areas, the Association shall give prompt written notice of such damage or destruction to the Owners and to the holders of all First Mortgages who have requested such notice from the Association. Insurance proceeds for damage or destruction to any part of the Common Areas shall be paid to the Association as a trustee for the Owners, or its authorized representative, including an insurance trustee, which shall segregate such proceeds from other funds of the Association.

Section 8.3. Condemnation. In the event any part of the Common Areas is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, the Association shall give prompt notice of any such proceeding or proposed acquisition to the Owners and to the holders of all First Mortgages who have requested from the Association notification of any such proceeding or proposed acquisition. All compensation, damages, or other proceeds there from, shall be payable to the Association.

ARTICLE 9

ENFORCEMENT

Section 9.1. Right to Enforce. The Association, Declarant, and any Owner shall have the right to enforce, by any appropriate proceeding at law or in equity, all covenants, conditions, restrictions, reservations, liens, and charges now or hereafter imposed by or pursuant to the provisions of this Declaration. Failure or forbearance by any person or entity so entitled to

enforce the provisions of this Declaration to pursue enforcement shall in no event be deemed a waiver of the right to do so thereafter.

Section 9.2. Imposition of Fines.

(a) Authority to Impose Fines: The Association shall have the right to impose monetary penalties against the owner and/or occupant of any Lot, Parcel, Tract, Living Unit or Non-residential Unit who violates these Covenants, Conditions and Restrictions or the Architectural Control Regulations or other rules and restrictions adopted by the Association. The Board of Directors shall, from time to time, adopt a schedule for such monetary penalties. The schedule may provide for penalties that are assessed a single flat rate and may provide for penalties which are incurred on a periodic (daily, weekly, etc.) basis and which accrue until violations are corrected.

(b) Procedure for Imposition of Fines: If the Association determines that a violation of the Covenants, Conditions and Restrictions, or the Architectural Control Regulations or other rules and restrictions adopted by the Association has occurred, the Association shall send a written Notice of Violation to the owner or occupant of the Lot, Parcel, Tract, Living Unit or Non-residential Unit determined to be responsible for the violation. The Notice of Violation shall identify (1) the location where the violation has occurred, (2) the name of the person responsible for the violation, (3) the nature of the violation, (4) the action or actions required in order to cure the violation and a deadline for compliance, and (5) the rate or amount of the fine that will be assessed if the violation is not cured by the compliance deadline. In addition, the Notice of Violation shall indicate that the owner or occupant deemed responsible for the violation shall be entitled to request a hearing before the Board of Directors, provided a written request for such a hearing is submitted to the Board within fourteen calendar days after the issuance of the Notice of Violation.

(c) Hearing by Board of Directors: If a request for a hearing is submitted, the Board shall conduct a factual hearing and allow interested parties to present evidence relevant to the issues of whether or not a violation has occurred and what action is required to cure the violation. The Board shall issue a written decision after the conclusion of the factual hearing. All Notices of Violation become final either fourteen (14) days after they are issued if no request for a hearing is submitted, or on the date that the Board issues its decision following a hearing.

(d) Collection of Fines, Lien on Title: Unpaid fines assessed pursuant to Section 9.2 shall constitute liens against the Lot, Parcel Tract, Living Unit or Non-residential Unit, be subject to the terms and conditions of Sections 4.9, 4.10 and 4.11 of this Declaration regarding liens for assessments and Section 11.4 of this Declaration regarding attorneys fees.

Section 9.3. Remedies Cumulative. Remedies provided by this Declaration are in addition to, cumulative with, and are not in lieu of, other remedies provided by law. There shall be, and there is hereby created and declared to be, a conclusive presumption that any violation or breach

or attempted violation or breach of the covenants, conditions, and restrictions herein cannot be adequately remedied by an action at law or exclusively by recovery of damages.

Section 9.4. Covenants Running with the Land. The covenants, conditions, restrictions, liens, easements, enjoyment rights, and other provisions contained herein are intended to and shall run with the land and shall be binding upon all persons purchasing, leasing, subleasing or otherwise occupying any portion of Greenbridge, their heirs, executors, administrators, successors, grantees, and assigns. All instruments granting or conveying any interest in any Lot, Parcel, Tract, Living Unit or Non-residential Unit and all leases or subleases shall refer to this Declaration and shall recite that it is subject to the terms hereof as if fully set forth therein. However, all terms and provisions of this Declaration are binding upon all successors in interest despite an absence of reference thereto in the instrument of conveyance, lease, or sublease.

ARTICLE 10

AMENDMENT AND REVOCATION

Section 10.1. Amendment by Declarant or Association. Prior to the expiration of the Development Period, any amendment to the Declaration shall require the signature of the Declarant. Subsequent to the expiration of the Development Period, only the Association may amend the Declaration in accordance with the procedures set forth in the Bylaws. Such amendments shall not conflict with the provisions and conditions of the Master Plan, as it exists on the date of such amendment. This Declaration may also be amended by an instrument executed by the Association for and on behalf of the Owners, provided, however, that such amendments shall have received the prior approval of a vote of the Owners having 75 percent of the total outstanding votes in the Association, and provided, further, that no such amendment shall be valid during the Development Period without the prior written consent of the Declarant. Notwithstanding any of the foregoing, the prior written approval of 51 percent of all Mortgagees who have requested from the Association notification of amendments shall be required for any material amendment to the Declaration or the Association's By-Laws of any of the following: voting rights, assessments, assessment liens, and subordination of such liens; reserves for maintenance, repair, and replacement of Common Areas; insurance or fidelity bonds; responsibility for maintenance and repair of the boundaries of any Lot or Parcel; reallocation of interest in the Common Areas, or rights to their use; convertibility of Lots or Parcels into Common Areas or of Common Areas into Lots or Parcels; leasing of Lots; Parcels, Living Units or Non-residential Units other than as set forth herein; imposition of any restrictions on the right of an Owner to sell or transfer his or her Lot, Parcel, Living Unit or Non-residential Unit, a decision by the Association to establish self-management when professional management had been required previously by an eligible Mortgagee; any action to terminate the legal status of the Greenbridge development after substantial destruction or condemnation occurs, or any provisions which are for the express benefit of Mortgagees or eligible insurers or guarantors of First Mortgages.

Section 10.2. Effective Date. Amendments shall take effect only upon recording with the King County Auditor or any successor recording office.

Section 10.3 Arbitration of Disputes. In the event there is any dispute as to any provision in the Declaration or any amendment thereto, such dispute shall be resolved by arbitration, as follows:

(a) The matter shall be submitted to arbitration in Seattle under the American Arbitration Association (AAA) Commercial Arbitration Rules with Expedited Procedures in effect on the date hereof, as modified by this agreement (but the arbitration shall not be administered by the AAA).

(b) There shall be one arbitrator, who shall be an attorney with at least fifteen (15) years real estate law experience, selected by the parties as follows: each party shall submit a list of three proposed neutral arbitrators within three (3) days of the arbitration demand; if the parties do not select an arbitrator within five (5) days of the arbitration demand, then within one (1) day thereafter the responding party shall select the arbitrator from the list previously provided by the demanding party. If a party fails to comply timely in good faith with the selection process, any party may petition the presiding judge of the King County Superior Court (or other court having jurisdiction) to appoint the arbitrator.

(c) Any issue concerning a provision in the Declaration or any amendment thereto, or regarding the validity of the arbitrator's selection, shall be determined by the arbitrator. There shall be no substantive motions or discovery, except the arbitrator shall authorize such discovery and enter such pre-hearing orders as may be appropriate to insure a fair private hearing, which shall be held within thirty (30) days of the demand; and concluded within two (2) days. The arbitrator shall issue his or her award within two (2) days after the conclusion of the hearing. These time limits are not jurisdictional. The arbitrator shall apply substantive law and may only decide those issues concerning a provision in the Declaration or any amendment thereto, or regarding the validity of the arbitrator's selection.

(d) The arbitrator may award injunctive relief but no monetary awards other than attorneys' fees and costs to the prevailing party. There will be no joinder of parties or consolidation of this arbitration with any other involving common issues of law or fact. Under no circumstances shall the arbitrator have the power to award punitive damages. In every instance the arbitrator's decision shall be final.

ARTICLE 11

GENERAL PROVISIONS

Section 11.1. Taxes. Each Owner shall pay without abatement, deduction, or offset, all real and personal property taxes, general and special assessments, including local improvement assessments, and other charges of every description levied on or assessed against his or her Lot, Parcel, Tract, Living Unit or Non-residential Unit, or personal property located on or in the Lot, Parcel, Tract, Living Unit or Non-residential Unit. The Association shall likewise pay without abatement, deduction, or offset, all of the foregoing taxes, assessments, and charges levied or assessed against the Common Areas.

Section 11.2. Transfer of Certain Utilities, Utility Repair Easement. Declarant and the Association after conveyance thereto, may transfer and convey any sewer, water, storm drainage, or other general utility in Greenbridge to a public body for ownership and maintenance, together with any necessary easements relating thereto, and each Lot, Parcel, Tract, Living Unit or Non-residential Unit shall become burdened thereby.

Section 11.3. Non-Waiver. No waiver of any breach of this Declaration shall constitute a waiver of any other breach, whether of the same or any other covenant, condition, or restriction.

Section 11.4. Attorneys' Fees. In the event of a suit or action to enforce any provision of this Declaration or to collect any money due hereunder or to foreclose a lien, the unsuccessful party in such suit or action shall pay to the prevailing party all costs and expenses, including title reports, and all attorneys' fees that the prevailing party has incurred in connection with the suit or action, in such amounts as the court or arbitrator may deem to be reasonable therein, and also including all costs, expenses, and attorneys' fees incurred in connection with any appeal from the decision of a trial court or any appellate court.

Section 11.5. No Abandonment of Obligation. No Owner, through his or her non-use of any Common Area, or by abandonment of his or her Lot, Parcel, Tract, Living Unit or Non residential Unit, may avoid or diminish the burdens or obligations imposed by this Declaration.

Section 11.6. Interpretation. The captions of the various articles, sections and paragraphs of this Declaration are for convenience of use and reference only and do not define, limit, augment, or describe the scope, content or intent of this Declaration or any parts of this Declaration. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes a legal entity when the context so requires. The single number includes the plural whenever the context so requires.

Section 11.7. Severability. Invalidation of any one of these covenants, conditions, restrictions, easements, or provisions by judgment or court order shall in no way affect any other of the same, all of which shall remain in full force and effect.

Section 11.8. Notices. All notices, demands, or other communications ("Notices") permitted or required to be given by this Declaration shall be in writing and, if mail postage prepaid by certified or registered mail, return receipt requested (if a Notice to Declarant, the Association, or to fewer than all Owners), or if mailed first-class postage prepaid (if a Notice to all Owners), shall be deemed given three (3) days after the date of mailing thereof, or on the date of actual receipt, if sooner. Notice to an Owner may be given at any Lot, Living Unit or Non-residential Unit owned by such Owner; provided, however, that an Owner may from time to time by Notice to the Association designate such other place or places or individuals for the receipt of future Notices. Notices shall be addressed to the last known address of the addressee if not otherwise known. If there is more than one Owner of a Lot, Parcel, Tract, Living Unit or Non-residential Unit, Notice to any one such Owner shall be sufficient. The address of Declarant and of the Association shall be given to each Owner at or before the time he or she becomes an Owner. If the address of Declarant or the Association shall be changed, Notice shall be given to all Owners.

Section 11.9. Applicable Law. This Declaration shall be construed in all respects under the laws of the State of Washington.

IN WITNESS WHEREOF, THE UNDERSIGNED DECLARANT HAS EXECUTED THIS DECLARATION THE DAY AND YEAR FIRST ABOVE WRITTEN.

KING COUNTY HOUSING AUTHORITY

By



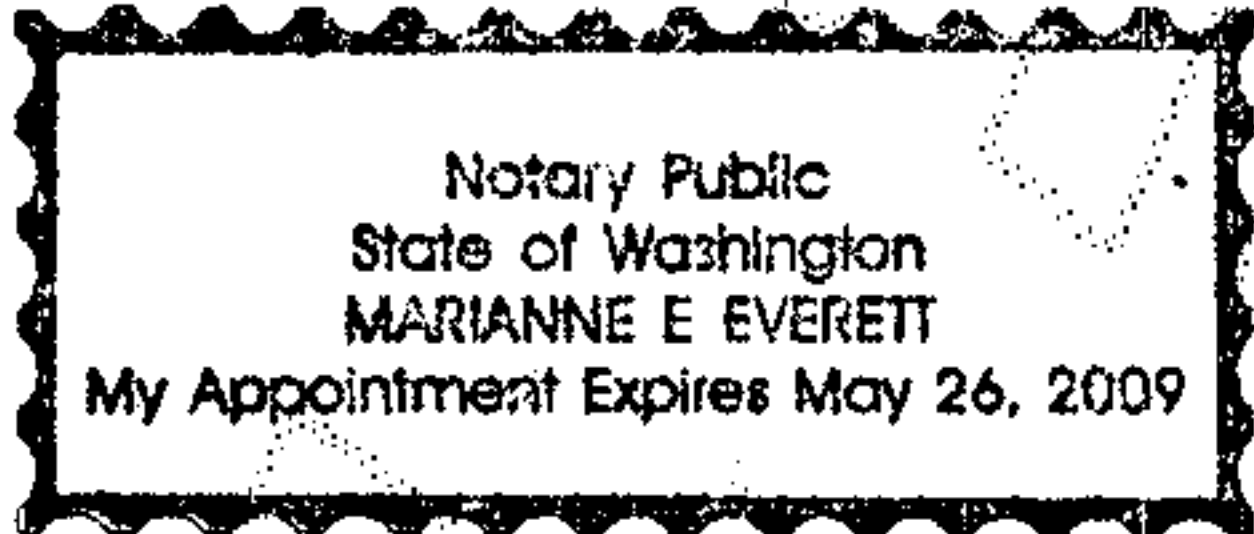
Title:

Executive Director

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 18th day of November, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally Stephen [unclear] me known to be the Executive Director of the King County Housing Authority, a municipal corporation, which executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument.

SIGNED AND SWORN to before me on November 18, 2007.



Marianne E. Everett
printed name: Marianne E. Everett
Notary Public in and for the State of Washington
Residing at Renton, WA
My appointment expires: May 26, 2009

EXHIBIT A

LEGAL DESCRIPTION

Lot 1, Lots 3 through 83, Tracts SA-1 through SA-2, Tracts P-1 through P-8, Tracts A-1 through A-6, Tracts Z-1 through Z-8, Tracts RD-1 and RD-2, and Tracts U-1 through U-3 of the Greenbridge Master Plat, recorded under Vol. 231, pp 6-22 of Plats, recording no. 20051108000259, records of King County, Washington.

(King County Tax lots 2895800010, 2895800030, 2895800040, 2895800050, 2895800060, 2895800070, 2895800080, 2895800090, 2895800100, 2895800110, 2895800120, 2895800130, 2895800140, 2895800150, 2895800160, 2895800170, 2895800180, 2895800190, 2895800200, 2895800210, 2895800220, 2895800230, 2895800240, 2895800250, 2895800260, 2895800270, 2895800280, 2895800290, 2895800300, 2895800310, 2895800320, 2895800330, 2895800340, 2895800350, 2895800360, 2895800370, 2895800380, 2895800390, 2895800400, 2895800410, 2895800420, 2895800430, 2895800440, 2895800450, 2895800460, 2895800470, 2895800480, 2895800490, 2895800500, 2895800510, 2895800520, 2895800530, 2895800540, 2895800550, 2895800560, 2895800570, 2895800580, 2895800590, 2895800600, 2895800610, 2895800620, 2895800630, 2895800640, 2895800650, 2895800660, 2895800670, 2895800680, 2895800690, 2895800700, 2895800710, 2895800720, 2895800730, 2895800740, 2895800750, 2895800760, 2895800770, 2895800780, 2895800790, 2895800800, 2895800810, 2895800820, 2895800830, 2895800840, 2895800850, 2895800860, 2895800870, 2895800880, 2895800890, 2895800900, 2895800910, 2895800920, 2895800930, 2895800940, 2895800950, 2895800960, 2895800970, 2895800980, 2895800990, 2895801000, 2895801010, 2895801020, 2895801030, 2895801040, 2895801050, 2895801060, 2895801070, 2895801080, 2895801090, 2895801100, and 2895801120)