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**DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
PARADISE LAKE ESTATES HOMEOWNERS ASSOCIATION**

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**AFTER RECORDING RETURN TO:**

**LAWRENCE & SYRIA  
2200 112th Avenue NE  
Suite 200  
Bellevue, WA 98004**

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF PARADISE LAKE ESTATES HOMEOWNERS ASSOCIATION**

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DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
PARADISE LAKE ESTATES HOMEOWNERS ASSOCIATION

THIS DECLARATION, made on the date hereinafter set forth by CHAPPEY CORPORATION, a Washington corporation, hereinafter referred to as "Declarant",

W I T N E S S E T H

WHEREAS, Declarant is the Owner of certain property in the County of King, State of Washington, which is more particularly described as follows and hereinafter referred to as the "Subdivision":

Lots 1 through 32 of the Plat of Paradise Lake Estates, as recorded in Volume 160, Pages 33-41, records of King County, Washington under Auditors No. 9203240482.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I.

Interpretation.

Section 1. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation, maintenance, construction, appearance and harmony of the Subdivision.

**Section 2. Definitions:**

**Section 2.1.** "Association" shall mean and refer to PARADISE LAKE ESTATES HOMEOWNERS ASSOCIATION, a Washington nonprofit corporation, its successors and assigns.

**Section 2.2.** "Declarant" shall mean and refer to CHAPPEY CORPORATION, a Washington corporation, their successors, heirs and/or assigns if such successors, heirs and/or assigns should acquire the majority of the undeveloped lots from the Declarant for the purpose of development.

**Section 2.3.** "Development Period" shall mean and refer to that period of time beginning on the date of this Declaration and ending at the earlier of: (i) 10 years from the date hereof; (ii) sale to individual residential owners of eighty-five percent (85%) of the Lots; or (iii) written notice from the Declarant to the Association in which the Declarant elects to terminate the Development Period.

**Section 2.4.** "Development Plan" shall mean the Declarant's intended use and development of the property, including and subject to any and all regulations imposed by state, federal and local law or as otherwise set forth in the final plat map, this Declaration, or conditions imposed as a part of the approval of the Subdivision.

**Section 2.5.** "Lot" shall mean and refer to any plat or parcel of land shown upon any recorded subdivision map of the Subdivision with the exception of land conveyed or dedicated to King County or local municipal corporations, or otherwise transferred or conveyed to the Association for the common use, enjoyment and/or maintenance of the Owners..

**Section 2.6.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any lot which is a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 2.7.** "Subdivision" shall mean and refer to that certain real property hereinabove described.

**Section 2.8.** "Common Area" shall refer to that portion of the plat or its improvements owned by the Association or for which the Association has maintenance and/or repair obligations, specifically including the Native Growth Protective Easements designated in Tracts B, C, D and F of the Subdivision. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows: Tracts B, C, D, and F in the Subdivision.

**Section 2.9.** "Native Growth Protective Easements" shall mean the real property designated as a Native Growth Protective

Easement (or "NGPE") on the face of the final Plat and in which a beneficial interest has been conveyed in favor of the public. This interest includes the preservation of native vegetation for all purposes that benefit the public health, safety and welfare, including control of surface water and erosion, maintenance of slope stability, visual and aural buffering, and protection of plant and animal habitat. The NGPE imposes upon all present and future owners and occupiers of the land subject to the easement the obligation, enforceable on behalf of the public by King County, to leave undisturbed all trees and other vegetation within the easement. The vegetation within the easement may not be cut, pruned, covered by fill, removed or damaged without the express permission from King County, which permission must be obtained in writing from the King County Building and Land Development Division or its successor agency.

Before and during the course of any grading, building construction, or other development activity on a lot subject to the NGPE the common boundary between the easement and the area of development activity must be fenced or otherwise marked to the satisfaction of King County.

The Native Growth Protection Easements to be owned by the Association at the time of the conveyance of the first lot is located in Tracts B, C, D, and F.

Section 2.10. "Enhanced Wetland" shall mean the area located within Tracts A and G that, notwithstanding the fact that said tracts are owned or will be owned by King County, must be subject to wetlands evaluations and possible maintenance (e.g., irrigation, fertilization, and conformity with recommendations and requirements of the wetlands biologist and/or King County) at the expense of the Association for a period of not less than three years from the date of the recording of the Final Plat.

## ARTICLE II.

### Property Rights

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to charge reasonable assessments of fees for use, maintenance, preservation, insurance and other costs related to the Common Area.

(b) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument

signed by two-thirds (2/3) of the total membership agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

### ARTICLE III.

#### Membership and Voting Rights

Section 1. Every Owner of a lot which is subject to assessment and all lots held for sale by Declarant shall be a member of the Association. Membership shall be appurtenant to and may not be separate from Ownership of any lot which is subject to assessment.

Section 2. The Association shall have two (2) classes of voting membership.

Class A: Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be case with respect to any Lot.

Class B: Class B members shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equals eighty percent (80%) of the total votes outstanding, or;

(b) on January 1, 2000.

### ARTICLE IV.

#### Association Regulations and Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments: The Declarant, for each improved Lot owned within the Subdivision, hereby covenants and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

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(a) annually, semi-annually, quarterly or monthly assessments or charges; and

(b) special assessments to be established and collected as hereinafter provided.

The assessments, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees incurred in collecting the same, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessment. The assessment levied by the Association shall be used to promote the health, safety and welfare of the residents in the Subdivision and for the improvement, construction, establishment, repair, maintenance and other expenses (including maintenance and preservation of the Native Growth Protection Easements) related to or arising from Common Area or land for which the Association has such responsibilities or obligations, including but not limited to the Enhanced Wetlands, real property taxes, utilities, insurance, landscaping, gardening, fences or other items deemed necessary and proper by the Association to keep and maintain the Subdivision, or any particular portion thereof, in a good, clean, attractive and safe condition in compliance with all applicable codes, laws, rules and regulations. The assessments shall specifically include maintenance, irrigation, repair and replacement if necessary of landscaping and/or walls or rockery at the entry of the Subdivision (Lot 1). Assessments may also be levied to pay for any professional services or consultation incurred by the Association in carrying out its duties.

Assessments may also be levied to pay for any professional services or consultation incurred by the Association in carrying out its duties, including certified public accountants and legal counsel.

Section 3. Maximum Assessment: Until January 1st of the year immediately following the conveyance of the first lot to an Owner, the maximum assessment shall not exceed Two Hundred Fifty and no/100 Dollars (\$250.00) per annum. The assessments may be paid in periodic intervals as determined by the Board.

(a) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum assessment may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the

maximum assessment may be increased above fifteen percent (15%) by a vote of two-thirds (2/3) of the total membership who are voting in person or by proxy, at a meeting duly called for the purpose.

(c) The Board of Trustees may fix the assessment in an amount not in excess of the maximum without the vote of the membership.

Section 4. Special Assessments for Capital Improvements. In addition to the assessments authorized above, the Association may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement of the Common Area, property, fixtures or improvements of the Association, provided that any such assessment shall have the assent of the two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. The due dates of special assessments shall be fixed by the Association.

Section 5. Reserves for Repair or Replacement. As a common expense, the Association may establish and maintain a reserve fund for repair or replacement of improvements and community facilities 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 deposited with a banking institution, the accounts of which are insured by any state or by any agency of the United States of America or, in the discretion of the Association, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. The reserve fund shall be expended only for the purpose of replacing the Common Areas and any improvements and community facilities thereon, major repairs to any portion of the Common Area and for equipment replacement and 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 to be necessary or appropriate. The proportional interest of any Owner in any such reserve shall be considered an appurtenance of such Owner's Lot or Living Unit and shall not be separately withdrawn, assigned, or transferred, or otherwise separated from the Lot or Living Unit to which it appertains and shall be deemed to be transferred with such Lot or Living Unit in the event of a transfer or sale.

Section 6. Common Areas Exempt. The Common Areas and all portions of the Property dedicated to and accepted by a government or public authority shall be exempt from assessments by the Association.

Section 7. Exception to Maximum Assessment Limitation. The limitations of maximum annual assessment under Section 3 of this Article, and Special Assessments under Section 4 of this Article shall not apply with respect to a Special Assessment against a member imposed by the Board to reimburse the Association for costs

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and attorney fees incurred in bringing the Owner, home and/or Lot into compliance with the provisions of this Declaration.

Section 8. Notice and Quorum for Any Action Authorized Under Section 3 or 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be personally delivered or mailed to all members not less than ten (10) days nor more than fifty (50) days in advance of the meeting.

Section 9. Uniform Rate of Assessment. All assessments must be fixed at a uniform rate for all Lots, provided, however, that any vacant or unimproved Lot owned by Declarant shall not be subject to any assessment or charge herein.

Section 10. Date of Commencement of Assessments; Due Dates. The assessments provided for herein shall not commence prior to the first day of the month following the conveyance of the first Lot from the Declarant. As to each particular Lot involved, the liability for the assessments shall begin on the first day of the calendar month following the date of any deed or contract of sale for the Lot, or on the first day of the calendar month following occupancy of the premises, whichever is earlier. Assessments shall be prorated and collected at closing and immediately disbursed to the Association.

The assessments may be budgeted on an annual basis (referred to herein as "annual assessment") subject to adjustments according to the number of months remaining in the calendar year. The Board shall fix the amount of the assessments against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board and unless otherwise stated, the annual assessment shall be payable in equal monthly installments and shall be due on the first day of each month. The Association shall, upon demand, and for a reasonable charge, furnish a statement or certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid.

Section 11. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. Unpaid assessments, plus interest, costs and attorney fees incurred in collecting said assessments shall create a lien on the property. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his Lot.

Section 12. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage (and to the lien of any second mortgage given to secure payment of the purchase price) now or hereafter

placed on the Lot, only in the event that the lien for delinquent assessments has not been recorded with the King County Auditor at the time of the recording of the mortgage lien. Notwithstanding any provision herein, the lien for delinquent assessments shall be subordinate to any first mortgage when said mortgage is FHA, VA or Fanny Mae mortgage, in which case this subordination shall only be to the extent required to satisfy the eligibility criteria of FHA, VA or Fanny Mae. The sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 13. Real Property Taxes. In the event real property taxes shall become delinquent on the Common Area, the total amount of the delinquent taxes shall be divided equally among all the Owners, and said portion of each Owner's share of delinquent taxes shall be a lien on said Owner's lot to the same extent as if the delinquent tax was on the Owner's lot. Alternatively, the Association may, in its sole discretion, declare the debt to be a debt of the Association and levy a special assessment to collect the cost of payment thereof.

Section 14. Tract E. Tract E is an access tract for lots 28 and 29, each of which shall have an undivided one-half ownership interest in said tract as tenants in common. The Owners of lots 28 and 29 shall be responsible to assure that Tract E is kept and maintained in good condition.

Section 15. Common Area Maintenance Responsibility. Maintenance of the Common Area, planter islands, entryway and other common landscaping or rockery shall be the responsibility of the Association. The Common Areas which are not Native Growth Protection Easements shall be maintained in a first-class condition.

Section 16. Native Growth Protection Easements Maintenance. The Association shall be responsible for maintaining all aspects of the common area, including maintenance of Native Growth Protection Easements located therein, as required by state, federal and/or local governmental agencies or authorities, or as required in the plat of the Subdivision. In the event the Association fails to comply with this or any other obligation set forth herein, Declarant may (but shall not be required) undertake to satisfy such performance or obligation and declarant shall thereafter be reimbursed by the Association or the individual owners of the Lots within thirty (30) days all costs, expenses and attorney fees incurred. The restrictions are set forth on the Plat of the Subdivision and include the obligation to leave trees and other vegetation within the Easement undisturbed unless written permission is obtained from King County.

Section 17. Enhanced Wetlands. Tracts A and G have been designated by King County as "Enhanced Wetlands." The environment with the Enhanced Wetlands is to be maintained and monitored as

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prescribed by King County. The Declarant will make the improvements necessary for the establishment of the Enhanced wetlands during the plat construction stage. The Declarant will also be responsible for the maintenance of the Enhanced Wetlands for a period of one (1) year from the date of the recordation of the final plat. Thereafter, the Association shall be responsible for continual and ongoing maintenance of the Enhanced Wetlands.

King County has established a three year monitoring program to assure that the environment within the Enhanced Wetlands meets its performance standards. A written annual report shall be submitted to King County for review. The report is to be prepared by the designer of the project (Raedeke Associates Scientific Consulting) or such other party as King County may designate or approve. The Enhanced Wetlands will be evaluated twice a year using the following goals and objectives as criteria: (a) compensation for the filling of the existing wetland system by creating a new wetland system with enhanced environmental features, (b) creation of a palustrine wetland in conjunction with the development's stormwater retention/detention system, (c) increasing the number of wetland community classes and plant species, (d) simulation of Pacific Northwest palustrine wetland and transitional/upland systems in their vegetative structure and plant community, and (e) increasing the overall aesthetic value of the built landscape. This is a cost which is, for purposes of this paragraph, considered a part of the maintenance expense of the Enhanced Wetlands area.

In the event the Association fails to comply with its obligations in this paragraph, or if the project fails to meet its performance standards, the Declarant may (but shall not be required) undertake to satisfy such performance or obligation and the Declarant shall thereafter be reimbursed by the Association or the individual owners of the Lots with thirty (30) days all costs, expenses and attorney fees incurred. The Association will also be required, upon demand by the Declarant, to reimburse and otherwise hold the Declarant harmless for any remedial action required by King County, provided that any such remedial action occurred as a result of action or inaction of the Association.

Section 18. Rules and Regulations. The Association shall have the power to adopt, from time to time by Association action, and to enforce rules and regulations governing the use of the Property, in addition to the use restrictions contained in this Declaration and whether or not expressly contemplated herein, so long as such rules and regulations are not inconsistent with this Declaration. The Association may prescribe penalties for the violation of such rules and regulations, including but not limited to suspension of the right to use the common areas or portions thereof. Any such rules and regulations shall become effective thirty (30) days after promulgation or amendment and shall be mailed to all Owners within thirty (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 during reasonable business

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hours. Such rules shall have the same force and effect as if set forth herein.

Section 19. Indemnification of Board Members and Officers. Each Board member or Association committee member, or Association officer, or Declarant or Declarant's managing agent exercising the powers of the Board, shall be indemnified by the Owners against all expenses and liabilities, including attorney fees, reasonably incurred by or imposed in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of being or having held such position at the time such expenses or liabilities are incurred, except in cases wherein such person is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided, that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement as being in the best interests of the Association. Further, so long as any such person is acting in good faith, without willful or intentional misconduct, upon the basis of such information as may be possessed by such person, no such person shall be personally liable to any Owner, or other third party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of such person, provided that this section shall not apply where the consequences of such act, omission, error or negligence are covered by insurance obtained by the Board.

#### ARTICLE V.

##### Acceptance of Covenants

In consideration of the acceptance hereof by the several purchasers and grantees of deeds or contracts to the Lots in said Subdivision, their heirs, devisees, personal representatives, successors, and assigns, and all persons or concerns claiming by, through or under such grantees, they declare to and agree with each and every person who shall be or who shall become an Owner of any of said Lots, that said Lots shall be and hereby are bound by the covenants set forth herein, and that the Lots included in said Subdivision shall be held and enjoyed subject to and with the benefit and advantage of the protective covenants, restrictions, limitations, conditions and agreements hereinafter set forth.

Section 1. Ownership, Occupancy and Use. No Lot or any part thereof in said Subdivision shall be used or occupied for any purpose other than as a single family residence unless specifically authorized by zoning laws and regulations, the Association, and the Declarant. The conduct or carrying on of any manufacturing, trade, business, commerce, industry, profession, or other occupation whatsoever, upon any such Lot or any part thereof, or in any building or other structure thereon erected, shall constitute a breach of this restriction.

Section 2. Residential Site. No portion of any Lot in the Subdivision shall be owned, used or occupied except as a part of a single residential site. A residential site shall consist of:

- (a) one or more full Lots;
- (b) one or more full Lots and portions of a contiguous Lot or Lots; or
- (c) contiguous parts of Lots which shall form one plot of land suitable for use as a site for a residence, provided that each residential site shall extend from the fronting street to the existing rear property line of the component Lots and shall have front and rear dimensions, neither of which are less than those of the smallest component Lot shown on the plat of the Subdivision as of the date of this Declaration. A component Lot shall be deemed to be a Lot any portion of which is included in such residential site. The foregoing is subject to approval by the appropriate governmental authority.

Section 3. Construction of Improvements. For the purpose of further insuring the development of the lands in this Subdivision as a residential area of high standards, Declarant reserves the right to control the buildings and structures, including the location, placed on each Lot and the Common Area. The Owner or occupant of each lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that the same and any improvements placed or constructed thereon shall conform to this Declaration and the Development Plan. No other structure, fence, wall, building, carport, lamp post, swimming pool or any other structure or improvement of any sort or nature may be constructed, placed, located or built upon any Lot.

Section 4. Architectural Control. The Owner or occupant of each site, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, fence, lamp post, swimming pool, or other structure shall be placed upon said premises unless and until the plans, specifications and plot plan have been approved in writing by the Declarant or its nominee.

The Declarant may nominate the Association or an Architectural Control Committee to perform the duties specified in this Section. The Architectural Control Committee shall have three (3) members who each serve three (3) year terms. The Declarant may appoint the numbers until such time as all Lots in the subdivision have been sold and all plans approved, at which time the Declarant may transfer said appointment power to the Board of Directors.

Application for approval of plans to the Declarant or Architectural Control Committee shall be accompanied by a fee established by the Architectural Control Committee. The application fee shall not exceed Two Hundred Fifty and no/100 Dollars (\$250). Any building, wall, deck, fence, out-building, pet

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house, masonry, swimming pool, sign or other structure shall be placed on the premises only in accordance with the plans, specifications and plat, and shall be approved in writing. Refusal or approval of plans and specifications may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Architectural Control Committee shall deem sufficient. No alteration on the exterior appearance (including without limitation, the color of any buildings or structures) shall be made without like written approval. All buildings and other structures must be designed by an architect, who is either registered to practice in the state of Washington, or is a designer approved in writing by Declarant or its nominee.

In connection with said approval, complete plans and specifications of all proposed buildings, structures (including all concrete and masonry walls), and exterior alterations, together with detailed plans showing the proposed location of the same on the particular building site, its proposed color and dimensions, shall be submitted to the Declarant, before construction or alteration is started, and such construction or alteration shall not be started until written approval thereof is given by the Architectural Control Committee.

All plans and specifications for such approval must be submitted at least sixty (60) days prior to the proposed construction starting date.

As to all improvements, construction and alterations within or upon the property, the Declarant or its nominee shall have the right to refuse to approve any design, plan or color for such improvements, construction or alterations, which is not suitable or desirable in the opinion of the Declarant or its nominee for any reason, aesthetic or otherwise, and in so passing upon such design, the Declarant or its nominee shall have the right to take into consideration the suitability of the proposed building or other structure, and the material of which it is to be built and the exterior color scheme to the site upon which it is proposed to erect the same, the harmony thereof with the surrounding Lots and improvements, and the effect or impairment that said structures will have on the view of surrounding building sites, and any and all facts, which, in the opinion of the Declarant or its nominee shall affect the desirability or suitability of such proposed structure, improvements or alterations. Any action or inaction by the Declarant or its nominee shall be solely discretionary and all parties, members and/or potential members shall hold and save Declarant or its nominee provided any such actions or inactions are in good faith.

Should the Declarant or its nominee fail to approve or disapprove the plans and specifications submitted by an Owner of a residential site within the Subdivision within sixty (60) days after written request therefor, then such approval shall not be required; provided, however, that irrespective of such approval or lack of it, no such building, or other wall, fence, sign, swimming

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pool or any other structure shall be erected or be allowed to remain on any residential site when violates any of the covenants or restrictions contained in the Declaration.

Section 5. Minimum Size Requirements. No building shall be allowed on any residential site in the Subdivision except one single-family dwelling house, all for the use and occupancy of one immediate family and attendant bona fide domestic servants only. Any auxiliary building must be so designed and constructed as to be compatible in appearance with the main building. Said dwelling house shall have a fully enclosed living area, excluding attached garage or carport, which has a floor area of not less than 2,200 square feet in the case of one story houses, and 2,350 square feet in the case of multi-floored houses. No such auxiliary building, with the exception of garages and carports, shall have a ground coverage in excess of three hundred (300) square feet. No such dwelling house shall exceed two (2) stories (excluding basement) or be more than thirty (30) feet in height, without prior written approval of the Declarant, nor shall any such auxiliary building or authorized structure be more than fourteen (14) feet in height without said approval. Height of buildings shall be measured from the highest point at which the natural contour of the ground comes in contact with such building or structure. The above requirements do not supersede any governmental requirements that are more restrictive.

Section 6. Construction. All construction of properly authorized improvements on any residential site which shall have been commenced, shall be diligently pursued to completion thereof in a manner and at a rate reasonably consistent with building standards prevailing in the immediate area relating to high quality construction of a similar type, and in no event shall the period of construction of any improvement exceed nine (9) months from the date of commencement of construction to completion as to external appearance, including finished painting. No structure or vehicle, other than a completed permanent dwelling house as contemplated by these restrictions and limitations, shall be used on any lot at any time as a residence, either permanently or temporarily. No auxiliary building shall be deemed completed as long as the dwelling house itself is incomplete. Unless written approval is obtained from Declarant or its nominee, no building shall be erected upon any lot so that any part thereof, including eaves or overhangs, shall violate any governmental regulations or otherwise be:

- (a) closer than twenty (20) feet to the boundary line of said lot which extends along a platted street in the Subdivision;
- (b) closer than twenty-five (25) feet to the rear boundary line of said lot; or
- (c) closer than five (5) feet to any other boundary line of said lot.

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**Section 7. Landscaping.** Each Lot shall be landscaped in accordance with plans and specifications as now or hereafter adopted by the Declarant.

All front yards and landscaping must be completed within six (6) months from the date of completion of the building or structure constructed thereon; in the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval by the Declarant, or its nominee.

**Section 8. Use For Commercial or Business Purposes.** No building on any residential site in the Subdivision shall be allowed for any commercial or business purposes, provided however, nothing herein shall prevent any Owner from renting or leasing their unit, subject to reasonable rules and regulations adopted by the Association.

**Section 9. Plantings, Fences and Boundary Lines.** No hedge over six (6) feet in height, nor any open type fence over six (6) feet in height, nor any solid fence, wall or other structure six (6) feet in height, shall be constructed, erected, placed, planted, set out, maintained or permitted on any residential site within twenty (20) feet of any boundary line thereof which extends along a platted street of the Subdivision, provided however, corner Lots with street abutting on two sides shall have a five (5) foot setback requirement on side yards and a twenty (20) foot setback requirement on front yards.

Except as limited and restricted by the provisions of the foregoing, terraces, plantings, swimming pools, and similar low, unroofed and unscreened construction may be erected outside the setback lines, providing that no swimming pool shall be constructed within five (5) feet of the side boundary line of such residential site, and provided further, that no such construction or buildings shall interfere with the exposure or view or reasonable privacy or enjoyment of adjoining or facing properties within the Subdivision. Whether or not construction or plantings of this type will interfere with the exposure or view or reasonable privacy or enjoyment of adjoining facing properties shall be determined solely by Declarant, or its nominee, in their uncontrolled discretion.

**Section 10. Antennas.** No television antennas (including satellite communication dishes, or such similar devices), radio aerials, ham radio broadcast or receiving apparatus, shall be erected, maintained or placed on any residential site. Rotary beams or other similar devices shall not be constructed on any residential site.

**Section 11. Changing Lot Contours.** The surface grade or elevation of the various Lots and other residential sites in the Subdivision shall not be substantially altered or changed in any manner which would affect the relationship of such Lot or other residential sites adjoining, or which would result in materially

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obstructing the view from any other Lot or residential site in the Subdivision, or which would otherwise produce an effect out of harmony with the general development of the immediate area in which said Lot or other residential site is located. Whether or not such alteration or change in the elevation or grade of any Lot or any residential site would be prohibited shall be determined the Architectural Control Committee in its sole and uncontrolled discretion.

Section 12. Maintenance by Owners. Unless otherwise specifically provided herein, the Owners of Lots or other residential sites in said Subdivision shall be responsible for the maintenance of the landscaping located on their property. All such Owners shall likewise maintain their hedges, plants, shrubbery, trees, and lawns in the neat and trim condition at all times. Each Lot Owner agrees to promptly landscape all portions of the Lot facing any street.

Section 13. Garbage Disposal. The Owners of the residential sites in said Subdivision shall be responsible to assure that no garbage can or other receptacles will be visible from any place outside the premises except on collection day.

Section 14. Clothesline. No Owner or occupant of any residential site shall place or permit clotheslines thereon which are visible from any place outside the premises.

Section 15. Roofing Materials and Siding. All roofs shall be cedar shakes or cedar shingles, unless otherwise approved by the Architectural Control Committee. Homes and improvements may not be constructed with aluminum siding.

Section 16. Underground Utilities. All utilities, on and in public dedicated areas, private property, or on and in the Common Areas, including water, sewer, natural gas, storm sewer, and power shall be installed underground in compliance with all Governmental regulations for the installation and maintenance of the same. No lines or wires for the transmission of current or for telephone use shall be constructed, placed, or permitted to be placed upon any residential site outside the buildings thereof unless the same shall be underground or in the conduit attached to a building.

Section 17. Nuisance. Nothing shall be done or maintained on any Lot or other residential site which may be or become an annoyance or nuisance to the neighborhood. No livestock, animals, poultry or fowl shall be kept on any Lot or other residential site other than animals or birds of the type and species generally recognized as common household pets in the immediate area, such as dogs, cats, canaries and parakeets which are kept on said property solely as household pets, provided that no such household pet which is or becomes an annoyance or nuisance to the neighborhood shall thereafter be kept on any Lot or residential site. No dog houses, dog runs or dog kennels may be placed on any Lot or residential

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site unless it is screened from the view of neighboring properties and the streets and does not create an annoyance or nuisance.

**Section 18. Trash.** No trash, refuse pile, vehicles, underbrush, compost pile, or other unsightly growth or objects shall be allowed to group, accumulate or remain on any Lot so as to be a detriment or unreasonable annoyance to the Subdivision or become a fire hazard. In the event any such condition shall exist upon any Lot, Declarant may enter upon said Lot and remove the same at the expense of the Lot Owner who, on demand, shall reimburse Declarant for the cost thereof, and such entry and removal shall not be deemed a trespass.

**Section 19. Non-permitted Parking.** The parkways in front of the Lots shall be used for the parking of private or commercial vehicles. No boats, boat trailers, house trailers, automobiles, trucks, campers, motor homes, or other vehicles, or any part thereof, not in actual current use shall be stored or permitted to remain on any residential site or Lot unless the same is stored or placed in a garage or other fully enclosed space, or is entirely screened so as not to be visible from any streets and abutting lots. All screening is to be approved by the Architectural Control Committee.

**Section 20. Signs.** No signs of any kind shall be placed on any Lot or residential site in the Subdivision where the same is visible from outside of the premises, except in accordance with such rules and regulations as may from time to time be adopted by the Declarant. In the absence of such rules and regulations, no signs whatsoever other than conventional house numbers indicating the address of the premises shall be placed on any Lot or residential site. "For Sale" or "For Rent" signs, the maximum size of which shall be two feet by three feet. Uniformity standards may be adopted by the Declarant.

**Section 21. Woodpiles.** Woodpiles or wood supplies shall not be stored on any front or side yard, visible from the streets within the subdivision.

**Section 22. Restriction Against Wells.** No Lot or Owner of any Lot may have placed or constructed on, upon, under or within the confines of such Lot or any common area any water or irrigation wells for any purpose whatsoever.

**Section 23. Assessments for Lighting, Water and Utilities.** Declarant reserves the right to impose assessments upon each residential site in the Subdivision to provide necessary funds to pay the cost for obligations or responsibilities of the Association such as lighting, water, utilities and maintenance of fences and landscaping in the Subdivision, including the common area, and the reasonable maintenance of such facilities. The proceeds of such assessments shall be used only for the purposes herein provided. The assessments herein provided for may be prorated, assessed and collected in the same manner as set forth hereinabove with respect

to any other assessment provided herein, and shall constitute a lien on the respective Lots and plats and an obligation of the Owner thereof, as herein provided.

Section 24. Deviation. Declarant hereby reserves the right to enter into agreement with the grantee of any Lot or Lots (without the consent of the grantees of other Lots or adjoining or adjacent property Owners) to deviate from the conditions, restrictions, limitations or agreements contained in this Declaration in certain particulars in a specific case, and any deviation, which shall be manifested in an agreement in writing, shall not constitute a waiver of any such condition, restriction, limitation, or agreement as to the remaining Lots in the Subdivision and the same shall remain fully enforceable as to all other Lots located in the Subdivision.

Section 25. Additional Restrictions. Declarant may from time to time during the Development Period impose restrictions on all or any part of the Property owned by Declarant in addition to the restrictions contained in this Declaration, including but not limited to designation of specific height restrictions, reservations of view corridors, color restrictions and fencing restrictions. Such restrictions shall be enforceable by the Declarant and/or the Association.

Section 26. Easements. Easements for installation and maintenance of utilities, sewage and drainage or as otherwise set forth in the recorded Plat Map are hereby reserved on each Lot as shown on the final approved Plat of Paradise Lake Estates.

Section 27. Sales and Construction Facilities. Notwithstanding any other provision in this Declaration to the contrary, it is expressly permissible during the Development Period for the Declarant and its agents, employees or nominees, to maintain on any portion of the property owned by the Declarant or Association such facilities as the Declarant may reasonably feel are required, convenient, or incidental to the construction and/or sales of lots or improvements thereupon. The Declarant may permit, in writing, an individual owner to maintain temporary equipment and construction material on the Owner's Lot when the Declarant feels the same is reasonably required, convenient or incidental to construction activities for improvement on said Lot.

#### ARTICLE VI.

##### General Provisions

Section 1. Covenants to Run with Land. The foregoing covenants, restrictions, limitations, conditions and agreements shall constitute a servitude upon all Lots in the Subdivision conveyed by Declarant, its successors or assigns, to any grantee, and shall run with the land and be binding upon all such grantees and all persons claiming by, through or under them. The acceptance of any such conveyance by any such grantee shall constitute an

agreement on the part of any such grantee, for himself, his heirs, devisees, personal representatives, and assigns to all such covenants, restrictions, limitations, conditions and agreements.

These covenants, restrictions, limitations, conditions and agreements shall remain in full force and effect for a period of twenty (20) years from the date recorded, at which time they shall automatically extend for successive periods of ten (10) years each, unless by written agreement of the then Owners of a majority of the Lots in the Subdivision it is agreed to terminate or change them in whole or in part, provided, however, that in the event, as contemplated herein, similar covenants, restrictions, limitations, conditions and agreements are theretofore made with respect to adjoining lands (hereinafter referred to as additional Subdivisions), the covenants, restrictions, limitations, conditions and agreements hereby imposed may only be terminated or changed in conjunction with the corresponding covenants, restrictions, limitations, conditions and agreements applicable to such additional Subdivisions, and in such case, the agreement of the then Owners of a majority of the Lots in this Subdivision shall be required to effect such termination or change. Any such termination or change so agreed to shall become effective upon the recording of such agreement, duly signed and acknowledged by the necessary parties, as above provided, in the offices of the Auditor of King County, Washington.

Section 2. Breach of Covenants. In the event of the violation or breach or attempted violation or breach of any of these covenants, restrictions, limitations, conditions, or agreements by any person or concern claiming by, through or under Declarant, or by virtue of any judicial proceedings, Declarant or the Owner of any Lot or residential site in the Subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent such violation or breach. In addition to the foregoing right, Declarant, or its nominee, shall have the right, whenever there is a violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the Owner, who, on demand, shall reimburse Declarant for the cost thereof including attorney fees and costs incurred; and such entry and abatement or removal shall not be deemed a trespass; provided, however, three (3) days' written notice must be given to the non-complying party before summary abatement or removal may occur.

Section 3. Failure to Enforce. The failure to enforce any right, reservation, covenant, restriction, limitation, condition or agreement herein contained, however long thereafter, either as to the breach or violation involved or as to any similar breach or violation occurring prior or subsequent thereto, and no such failure shall bar or affect the enforcement of any such right, reservation, covenant, restriction, limitation, condition or agreement as to any such breach or violation thereof shall in any way be construed as or constitute a waiver. The invalidation by

any Court or any reservation, covenant, restriction, limitation, condition or agreement herein contained shall in no way affect any of the other provisions hereof and the same shall remain in full force and effect.

**Section 4. Right to Assign by Declarant.** The Declarant may assign any and all of its rights, powers, obligations, privileges, and interest under this instrument to any other person or concern, and in any such case any such successor or assignee may exercise and enjoy such rights, powers, privileges and interest and shall be responsible for such obligations to the same extent as Declarant would have been had such assignment not been made.

**Section 5. Annexation.** Additional real property may become subject to this Declaration in the following manners:

(a) **Additions by Declarant.** The Declarant, its successors and assigns, shall have the right, but shall not be obligated, to include additional real property of Declarant's selection, located outside the Property as a part of the Properties subject to and restricted by this Declaration. The additions of other real property authorized by this subsection shall be made by incorporating the provisions of this Declaration by reference on the face of any such final plat map of such other real property. In addition, Declarant may file for record a supplementary declaration of covenants, conditions and restrictions containing such complementary additions and modifications of the covenants contained in this Declaration as may be necessary to reflect the different character, if any, of the additional properties. In no event, however, shall such supplementary declaration revoke, modify or add to the covenants established by this Declaration with respect to the existing property.

(b) **Additions by Others.** Upon approval in writing of the Declarant and the Association, the Owner of such real property who desires to subject such other real property to the provisions of this Declaration and to subject it to the jurisdiction of the Declarant, may file for record a supplementary declaration of covenants, conditions, and restrictions, which by its terms, expressly extends the covenants contained in this Declaration to such other real property.

All such additional properties shall be governed by this Declaration, as amended from time to time. The easements for drainage and utilities shall exist in favor of all Owners in each and all additional properties.

**Section 6. Amendment of this Declaration.** Unless otherwise specifically addressed elsewhere, an amendment to any term of this Declaration shall require the affirmative vote of seventy five percent (75%) of the voting power of the Association. This Declaration may be amended during the Development Period by an

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instrument signed by both Declarant and the Owners of at least fifty-one percent (51%) of the Lots, including those of Declarant. Amendments to any provision of this Declaration which expressly alter the rights, duties, and obligations of Declarant shall contain the affirmative written consent of the Declarant. Any amendment to this Declaration must be recorded with the King County Department of Records and Elections.

Section 7. Severability. Should any one of the covenants, conditions, restrictions, reservations, easements, or provisions of this Declaration be declared void, invalid, illegal or unenforceable for any reason by judgment or court order, such judgment or order shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant herein has hereunto set its hand and seal the 21 day of February, 1992.

CHAFPEY CORPORATION

By Aileen Oppelaar  
Aileen Oppelaar,  
Vice President, Land Development

STATE OF WASHINGTON )  
COUNTY OF KING ) ss.

On this 21 day of February, 1992, before me, a Notary Public in and for the State of Washington, personally appeared AILEEN OPPELAAR, to me known to be the Vice President of Land Development of CHAFPEY CORPORATION, and who acknowledged that she is authorized for and on behalf of said corporation, and did so execute the above and foregoing Declaration of Covenants, Conditions and Restrictions of PARADISE LAKE ESTATES HOMEOWNERS ASSOCIATION as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and official seal the day and year first above written.



Kristina Johannes  
Notary Public in and for the State  
of Washington, residing at 8 Kirkland  
My commission expires: May 1992

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE  
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

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**FIRST ADDENDUM TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
PARADISE LAKE ESTATES**

THIS ADDENDUM to that certain Declaration of Covenants, Conditions and Restrictions of the Plat of Paradise Lake Estates is made and entered into by Chaffey Corporation, a Washington corporation, the "Declarant" in said Declaration and the holder of the requisite majority of the voting power of the Association for purposes of amending and supplementing the existing Declaration.

**W I T N E S S E T H:**

WHEREAS, Declarant is that certain Declarant under the aforementioned Declaration which was recorded in King County, Washington under Auditor's File No. 9203250825 (the "Declaration").

WHEREAS, King County and the Declarant have determined that the best interest of the Plat and Tract A therein would be served by installing a permanent fence around Tract A.

WHEREAS, after the fence is installed by the Declarant, it will require future and ongoing maintenance by the Association.

WHEREAS, Declarant wishes, at the request of King County, to amend the Declaration to reflect certain future maintenance responsibilities relating to the fence surrounding Tract A to be installed by Declarant.

NOW, THEREFORE, Declarant hereby amends, modifies and otherwise impresses upon the Subdivision in accordance with the Declaration heretofore executed and recorded with the King County Auditor; and the aforementioned Declaration is hereby amended, modified and supplemented to reflect the following modifications and additions as set forth in this First Addendum; and all properties of the Subdivision as shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions as contained in the Declaration and this First Addendum.

1. Enhanced Wetlands (Tract A). Fencing. Tract A shall have, in addition to other improvements required by King County for the establishment of an enhanced wetlands, a boundary or exterior fence. The fence shall be estate style wood fence as approved by King County.

After construction, any and all maintenance, repairs, or reconstruction deemed desirable by the Association or required by

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IT IS DUE TO THE QUALITY OF THE DOCUMENT.

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King County shall be the obligation of the Association. This obligation shall be in addition to those set forth in Section 15 of Article V of the Declaration (relating to Tract A). Expenses associated therewith shall be treated as common area expenses for which the Association is entitled to include in its calculation of annual assessments.

2. **Survivorship.** Unless otherwise amended or modified by this First Addendum, the rights, benefits, easements, restrictions, covenants and conditions in the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, as Declarant and owner of the requisite majority voting interest in the Plat of Paradise Lake Estates, hereby sets forth its hand and signature on the date set forth below.

CHAFFEY CORPORATION

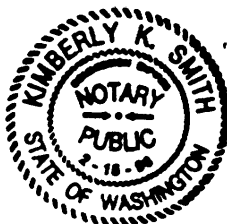
By: Aileen D. Oppelaar  
Its: Aileen Oppelaar  
Vice President of Land  
Development

Date: Dec. 3, 1992  
December 3, 1992

STATE OF WASHINGTON )  
: ss.  
COUNTY OF KING )

On this 3<sup>rd</sup> day of December, 1992, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Aileen Oppelaar, to me known to be the Vice President of Land Development of Chaffey Corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS MY HAND and official seal hereto affixed the day and year first above written.



Kimberly K. Smith  
Notary Public, in and for the  
State of Washington, residing  
at: 1000 1st St.  
My Comm. Expires: 2/18/96

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# PARADISE LAKE ESTATES

S.W. 1/4, & S.E. 1/4, SEC. 5, TWP. 26N., RGE. 6E., W.M.  
KING COUNTY, WASHINGTON

Vol. 160, Pgs. 33-41

## **DEDICATION**

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

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

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

This subdivision, dedication, waiver of claims and agreement to hold harmless is made with the free consent and in accordance with the desires of said owners.

## **RESTRICTIONS**

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

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# PARADISE LAKE ESTATES

S.W. 1/4, & S.E. 1/4, SEC. 5, TWP. 26N., RGE. 6E., W.M.  
KING COUNTY, WASHINGTON

Vol. 160, Pgs. 33-41

## **EASEMENT PROVISIONS**

An easement is hereby reserved for and granted to WOODINVILLE WATER DISTRICT ASSOCIATION, CATV, WASHINGTON NATURAL GAS, PUGET POWER & GENERAL TELEPHONE COMPANY

and their successors and assigns, under and upon the exterior 10 feet, parallel with and adjoining the street frontage of all lots and tracts, in which to install, lay, construct, renew, operate and maintain underground conduits, cable, and wires with necessary facilities and other equipment for the purpose of service to this subdivision and other property with electric, telephone, gas, cable TV service, sewer and water, together with the right to enter upon the lots at all times for the purpose stated.

Also, all lots shall be subject to an easement 2.5 feet in width, parallel with and adjacent to all interior lot lines and 5 feet in width, parallel with and adjacent to all rear lot lines for purposes of utilities and drainage.

No lines or wires for the transmission of electric current or telephone use, CATV, fire or police signals, or for the other purposes, shall be placed upon any lot outside the buildings thereon unless the same shall be underground or in conduit attached to the building.

An easement is hereby reserved for and granted to WOODINVILLE WATER DISTRICT under and upon the easements shown on the plat and described herein as "water easement" to install, maintain, replace, repair, and operate water mains and appurtenances for this subdivision and other property together with the right to enter said easement at all times for the purposes stated. Structures shall not be constructed upon any area reserved for these easements.

## **BUILDING SETBACKS AND NATIVE GROWTH PROTECTION EASEMENT**

Structures, fill and obstructions (including but not limited to decks, patios, outbuildings, or overhangs beyond 18 inches) are prohibited beyond the building setback line (BSBL) and restricted floodplains (if applicable), and within the Native Growth Protection Easement(s) as shown.

Dedication of a Native Growth Protection Easement (NCPE) conveys to the public a beneficial interest in the land within the easement. This interest includes the preservation of native vegetation for all purposes that benefit the public health, safety and welfare, including control of surface water and erosion, maintenance of slope stability, visual and aural buffering, and protection of plant and animal habitat. The NCPE imposes upon all present and future owners and occupiers of the land subject to the easement the obligation, enforceable on behalf of the public by King County, to leave undisturbed all trees and other vegetation within the easement. The vegetation within the easement may not be cut, pruned, covered by fill, removed or damaged without express permission from King County, which permission must be obtained in writing from the King County Building and Land Development Division or its successor agency.

Before and during the course of any grading, building construction, or other development activity on a lot subject to the NCPE the common boundary between the easement and the area of development activity must be fenced or otherwise marked to the satisfaction of King County.

# PARADISE LAKE ESTATES

S.W. 1/4, & S.E. 1/4, SEC. 5, TWP. 26N., RGE. 6E., W.M.  
KING COUNTY, WASHINGTON

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## NOTES

All building downspouts, footing drains and drains from all impervious surfaces such as patios and driveways shall be connected to the approved permanent storm drain outlet as shown on the approved construction drawings No. 289-3 on file with King County Building and Land Department (B.A.L.D.). This plan shall be submitted with the application for any building permit. All connections of the drains must be constructed and approved prior to the final building inspection approval. Individual lot infiltration systems, where permitted, shall be constructed at the time of the building permit and shall comply with said plans on file with B.A.L.D., unless otherwise approved by Engineering Review, King County B.A.L.D., or its successor agency.

The roof drains to individual lots shall be tightlined to the drainage ditch in the road right-of-way, unless storm pipe is provided to the lot, per the engineering plans, and except for Lots 18-20 which will be splash blocked.

This plat is subject to a Puget Power easement, per Recording NO. 8910170691, being a strip of land ten (10) feet in width, located within said property, lying parallel with and adjoining all public and private streets and road rights-of-way, and Tract E.

The landscape easement on Lot 1 is for the benefit of the Paradise Lake Estates Homeowners Association. The easement area and all improvements therein shall be maintained by the Association.

TRACT "A" IS RESERVED FOR STORM DETENTION AND CONVEYANCE. TRACT "A" WILL BE OWNED AND MAINTAINED BY KING COUNTY.

TRACT "B" IS RESERVED FOR OPEN SPACE, AND SHALL BE OWNED AND MAINTAINED BY THE PARADISE LAKE ESTATES HOMEOWNER'S ASSOCIATION.

TRACT "C" IS RESERVED FOR OPEN SPACE, AND SHALL BE OWNED AND MAINTAINED BY THE PARADISE LAKE ESTATES HOMEOWNER'S ASSOCIATION.

TRACT "D" IS RESERVED FOR OPEN SPACE, AND SHALL BE OWNED AND MAINTAINED BY THE PARADISE LAKE ESTATES HOMEOWNER'S ASSOCIATION.

Tract E is reserved for ingress, egress, and utilities serving Lots 28 and 29. Lots 28 and 29 each shall have an undivided half ownership interest in said tract as tenants in common.

TRACT "F" SHALL BE OWNED AND MAINTAINED BY THE PARADISE LAKE ESTATES HOMEOWNER'S ASSOCIATION. TRACT "F" IS RESERVED FOR OPEN SPACE.

Tract G is reserved for storm detention and conveyances and shall be owned and maintained by King County.

*THERE SHALL BE NO VEHICULAR INGRESS OR EGRESS DIRECTLY ONTO PARADISE LAKE ROAD FROM OR TO TRACT "F" AND LOT 32. ACCESS VIA NE 190TH STREET AND 203RD PLACE NE RESPECTIVELY.*

There shall be no direct vehicular ingress or egress directly onto Paradise Lake Road from Lots 29, 30, or 31.

*THE PLANTER ISLANDS (N.B.) WITHIN THE CAL-BE-SACS SHALL BE MAINTAINED BY THE ADJOINING LOT OWNERS.*

Tracts A and G have been designated by King County as "Enhanced Wetlands." The environment within the Enhanced Wetlands is to be maintained and monitored as prescribed by King County. The Declarant will make the improvements necessary for the establishment of the Enhanced wetlands during the plat construction stage. The Declarant will also be responsible for the maintenance of the Enhanced Wetlands for a period of one (1) year from the date of the recordation of the final plat. Thereafter, the Association shall be responsible for continual and ongoing maintenance of the Enhanced Wetlands.

King County has established a three year monitoring program to assure that the environment within the Enhanced Wetlands meets its performance standards. A written annual report shall be submitted to King County for review. The report is to be prepared by the designer of the project (Raedke Associates Scientific Consulting) or such other party as King County may designate or approve. The Enhanced Wetlands will be evaluated twice a year using the following goals and objectives as criteria: (a) compensation for the filling of the existing wetland system by creating a new wetland system with enhanced environmental features, (b) creation of a palustrine wetland in conjunction with the development's stormwater retention/detention system, (c) increasing the number of wetland community classes and plant species, (d) simulation of Pacific Northwest palustrine wetland and transitional/upland systems in their vegetative structure and plant community, and (e) increasing the overall aesthetic value of the built landscape. This is a cost which is, for purposes of this paragraph, considered a part of the maintenance expense of the Enhanced Wetlands area.