

WHEN RECORDED RETURN TO:

Michael D. Levy
Lozier at Newport, LLC
1203 114th Avenue S.E.
Bellevue, WA 98004



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PAGE 001 OF 012
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KING COUNTY, WA

Titles:	Covenants, Conditions and Restrictions Declaration of Protective Covenants for Westfield
Grantor:	Lozier at Newport, LLC, a Washington limited liability company
Grantee:	Plat of "Westfield"
Legal Description:	Lots 1 – 18, WESTFIELD, Volume <u>239</u> Pages <u>066-070</u> King County, Washington
Tax Parcel ID#'s:	334330-1560-04

**Covenants, Conditions and Restrictions
Declaration of Protective Covenants for Westfield**

WHEREAS, LOZIER AT NEWPORT, LLC (herein referred to as Declarant), is the owner of certain real property in King County, Washington, included in the property to be platted as Westfield, Lots 1 through 18, according to the plat thereof recorded at Volume 239 of Plats, pages 066 through 070 under Recording No. * in King County, Washington, and desires to establish a plan of private subdivision for all such properties within the plat of Westfield. In order to provide for land use restrictions as a part of such plan, Declarant does hereby declare and establish the following restrictions, covenants and easements appurtenant:

**ARTICLE A
Definitions**

*** 20070214000635**

Section 1. Definitions. As used herein:

1. The word "Plat" shall refer to the plat of Westfield, Lots 1 through 18.
2. The word "Lot" shall refer to a lot as shown on any Plat as defined hereby but shall not include a parcel designated a "Tract" or "Parcel" on a Plat.
3. The word "Subdivision" shall refer to the real property included within any Plat as defined hereby.
4. The words "Community Organization" and "Organization" shall refer to the Westfield Community Organization, a Washington nonprofit corporation, formed for the purpose of enforcing these covenants and providing other things that may benefit its members.
5. The word "Committee" is defined as the Architectural Control Committee as provided in Article C.

6. The words "Development Period" shall mean that period of time beginning on the date this Declaration is recorded in the records of King County and ending on the earliest to occur of (i) two years after 90% of the lots subject to this declaration have had single family residences constructed thereon and have been occupied as residences; (ii) December 31, 2011; or (iii) the date upon which a Supplementary Declaration is recorded by Declarant terminating the Development Period.

ARTICLE B Building and Land Use Restrictions

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

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

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

(c) Once started, the work of constructing, altering, repairing, or reconstructing any structure or improvement on a Lot shall be diligently prosecuted until completion thereof and in any event the exterior of the structure shall be completed and finished within six months after the work first commences unless the work relates to the initial home construction.

(d) All buildings and improvements on a Lot shall be of permanent construction, and no temporary structure, trailer, mobile home, tent, garage, outbuilding or other similar device shall be placed on any Lot, except with the permission of the Committee. This provision shall not apply to the Declarant during the Development Period, including the initial home construction period.

(e) Lots shall be used solely for residential purposes and related facilities normally incidental to a residential community except as allowed by Section 5 below. No building shall be erected, altered, placed or permitted to remain on any Lot except for one (1) detached single family dwelling and permitted accessory building.

(f) Accessory buildings which are appurtenant to the use of an existing permanent residential building shall be permitted on a Lot. Permitted accessory buildings shall include, without limitation, greenhouses, playhouses, tool sheds, woodsheds, doghouses, dog runs, dog enclosures and gazebos. No accessory building shall be placed on a Lot unless the plans for the accessory building have been first approved as to the design, materials and location on the Lot by the Committee. The Committee may refuse to approve an accessory building if, in the exercise of the discretion of the Committee, the structure detracts from the general visual appearance to the neighborhood or other homes. The location of an accessory building shall be at a place which minimizes the visual impact and, as a general guideline, shall be in the side or rear yard behind the front of the house. The Committee shall not be bound by the guidelines, but may exercise its discretion in that respect. The Committee may require visual screening of accessory buildings from adjacent Lots.

(g) All structures and improvements shall comply with the provisions of the applicable Building Code, as amended from time to time, relating to setback requirements, drainage easements and other easements or buffers; provided that nothing herein shall require removal of a building which was originally placed in conformity with such Code because of change in the Code.

(h) No fence or wall shall be permitted on a Lot if it is nearer to any street than the face of the house and/or garage as constructed on the Lot except that nothing shall prevent the erection of (i) a necessary retaining wall and (ii) decorative walls, fences, hedges and mass plantings which have been approved by the Committee as to appearance prior to installation. Additionally, fences that are permitted on the side lot lines of corner lots where those lot lines abut a street shall be subject to corner fence standards as established by the Committee and subject to setbacks as conditions to approval by the Committee. At no time shall any fence, wall, hedge, or mass planting functioning as a hedge, where permitted, extend higher than six (6) feet above the ground without the approval of the Committee. Fences shall be strictly in compliance with design guidelines established by the Committee, which standards may provide for limited acceptable styles, materials, and/or specifications. All fences shall be of approved designs as established by Rules by the Committee.

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

(j) No exterior aerials, antennas, microwave receivers or satellite dishes for television or other purposes shall be permitted on any lot except for satellite dishes up to 24" in diameter that may be installed on the sides or the rear of the home. Installation of such satellite dishes shall be subject to the approval of the Committee. When mounted on the side of the home, they should be placed on the rear third of the house as close to the roof overhang as possible. Rear mounted satellite dishes should be mounted near the corner of the home as close to the roof overhang as possible. No satellite dishes may be mounted on the front of the home. If reception requires a mounting location other than those specified above, a site review by the Committee is required prior to approval.

(k) All mailbox structures are to be of a uniform design as approved by the Committee.

Section 2. Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot except that usual household pets such as dogs, cats and small birds may be kept, provided that they are not kept, bred or maintained for commercial purposes, and that they do not unreasonably interfere with the use and enjoyment of any part of the Subdivision. No domestic pet may be kept if it is a source of annoyance or a nuisance. The Committee 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. Dogs shall not be allowed to run at large. Leased animals are permitted within the right-of-way. Pets shall be confined within the property or attended at all times. Consistent with King County leash laws, pets shall be registered, licensed and inoculated from time to time as required by King County or any applicable law.

Section 3. Signs. No sign of any kind shall be displayed to the public view on any Lot except (1) entry signs identifying the neighborhood, (2) one sign of not more than five (5) square feet advertising the property for sale or rent, (3) political signs consistent with City of Bellevue ordinance, and (4) signs used by the Declarant or builder of a residence on the Lot to advertise the property and identify the Declarant or builder during the construction and sales period of the residence. Builder and Declarant signs may include project marketing signs, directional signs and model home signs. Political signs may not be displayed more than sixty (60) days before an election and must be removed within seven (7) days following the election date. Political signs may not be placed on Tracts or Right of Way owned or maintained by the Community Organization.

Section 4. Nuisances. No lot shall be used or maintained as a dumping ground for rubbish; and trash, garbage, or other waste shall not be kept except for in sanitary containers or composting areas. Equipment for the storage or disposal of such material, shall be kept in a clean and sanitary condition and out of sight. All animal waste must be removed from lots, Tracts and rights of way by the animal's owners or the Lot owner. All animal pens and enclosures shall be kept clean and odor free at all times. Nothing shall be done on a lot which may become a nuisance to the neighborhood.

Section 5. Businesses. No trade, craft, business, profession, manufacturing, commercial enterprise or commercial activity of any kind which shall interfere with the quiet and peaceful use and enjoyment of any part of the Subdivision shall be conducted or carried on upon any Lot or within any building located within the Subdivision. The evidence of said interference shall be either visible from the street or adjacent Lots, shall increase the noise level in the surrounding area, or shall increase traffic or decrease available parking to other than usual residential volumes. All permitted businesses must comply with any applicable City ordinances.

Section 6. Storage. No goods, materials, supplies or equipment, and no boats, trucks, motorcycles, busses, motor homes, campers, trailers, or vehicles of any description, shall be kept, stored, dismantled, or repaired in the street, driveway, or within view from the street in the Subdivision or in any part of the Subdivision outside of an approved fenced area or permitted structure. This section shall not preclude the temporary parking of passenger vehicles in the driveway. Temporary parking shall generally mean for periods not greater than 48 hours. Garage parking spaces shall mean the number of parking spaces within a garage attached to a residence equal to the number of garage doors on the garage. Except as specifically allowed in this Section, all passenger vehicles, which is defined as passenger automobiles, vans, small trucks, motorcycles, and similar type vehicle, used regularly and primarily as transportation for the occupants of the Lot, shall be parked within a garage parking space. In the event the Lot Owner and residents of the residence have more vehicles than garage parking spaces, then, the driveway area in front of the garage may be used for parking additional passenger vehicles. Passenger vehicles shall be parked only within garages or on the driveway for a period of time not to exceed a continuous forty-eight (48) hour period. No commercial and/or recreational vehicle shall be permitted on the driveway or any other portion of the Owner's Lot. No vehicles parking on the driveway may extend over the sidewalk and/or into the right-of-way. Owners who have visiting guests intending to stay may secure written permission from the Community Organization for such guests to park their vehicle upon the Lot owned by the Owner for a maximum period of one (1) week within a thirty (30) day period. Such a privilege shall only exist, however, after the written permission has been obtained from the Community Organization. During the Development Period, the Declarant may store equipment and building materials and maintain temporary trash storage sites within the Subdivision.

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

Section 8. View Protection. No trees or shrubs on a Lot other than those existing at the time this Declaration is filed, shall be allowed to grow to a size that noticeably and unreasonably interferes with a view of significance from another residence. The Committee shall be the sole judge in deciding whether the view is of significance and whether there has been unreasonable interference with the view. Should the Committee determine that there is an unreasonable interference, it shall notify the Member of such tree or shrub in writing, specifying the nature of the interference, what should be done to eliminate the interference, and the time in which such action should be taken.

Section 9. Exterior Colors. Any changes to the exterior color of any improvement located on a Lot must be approved by the Committee prior to the commencement of the painting or construction of the improvement.

Section 10. Swimming Pools. No swimming pools, lap pools, or spas shall be constructed, erected, or maintained upon any lot without the prior written consent of the Committee and in no event shall any above ground swimming pool be permitted with the exception of children's wading pools. The Committee may disallow any or all pools or spas in their sole discretion and shall have the authority to establish the rules and regulations governing the use of any such facilities. Considerations shall include, but not be limited to, the visual and audio intrusion such facility and associated activities would have on surrounding residences. The installation of any such facility shall be in accordance with the plans approved by the Committee in addition to all local and state building ordinances and use of such facility shall be in strict compliance with the conditions of approval set down by the Committee.

Section 11. Gardens, Play Equipment, Sport Courts, Pools and Spas. No vegetable garden, hammock, statuary, play equipment, sports equipment, sport courts, pool or spa which has received the approval of the Committee and is to be erected on any Lot may be located other than between the rear residence line and the rear Lot line or the rear yard side of a fence, if a fence has been constructed. No permanent and/or portable basketball standards or other play equipment may be situated in any private or public right-of-way. No basketball backboard may be attached to the residence. Portable basketball standards need not be submitted for approval but must be properly stored on the rear side of the residence or in the garage and may not be stored in the front or sides of the residence or anywhere which allows the standard to be visible from the street. Any violation of these restrictions may result in the removal of such device. The Committee may require visual screening of play equipment, sports equipment, sport courts, pool and spas.

Section 12. Rules and Regulations. In addition to the above restrictions, the Committee may, from time to time, without consent of the Members, promulgate, modify or delete rules applicable to performing its function to maintain architectural control throughout the Community. Such rules shall be distributed to all Members prior to the date that they are to become effective and shall thereafter be binding upon all Members until and unless overruled, canceled, or modified.

Section 13. Construction and Sale Period. So long as Declarant owns any property in the Community for development and/or sale, the restrictions set forth in this Article B shall not be applied or interpreted so as to prevent, hinder, or interfere with development, construction or sales activities of Declarant or any builder or developer approved by the Declarant.

Section 14. Fines. In the event a Lot Owner violates any of the covenants, conditions, and/or restriction set forth in this document, the Community Organization has the right to assess fines for said violations. The Board of Directors shall adopt rules and regulations which shall set forth the fines for violations of any of the covenants, conditions, and/or restrictions set forth in this document.

ARTICLE C
Architectural Control

Section 1. Board of Directors and Architectural Control Committee. A Board of Directors of the Community Organization shall be elected in the manner described in the Organization's Articles of Incorporation and Bylaws. An Architectural Control Committee shall be appointed and organized in the manner described in the Organizations Articles of Incorporation and Bylaws. The address of the Board and the Committee shall be the registered office of the Community Organization.

Section 2. Submission of Plans. Prior to construction, all plans and specifications or information required to be submitted to the Committee for approvals shall be submitted together with an **Architectural Committee Application Form** in person or by mail to the address of the Committee. Submittals must be in writing, shall contain a written request for approval and the name and address of the person submitting the same and the Lot involved, and shall set forth the following with respect to a proposed structure: The location of the structure or improvement upon the Lot, the elevation of the structure with reference to the existing and finished lot grade, the general design, the interior layout, the exterior finish materials and color including roof materials, the landscape plan, and such other information as may be required to determine whether such structure conforms with these restrictions. The Committee may require applicants to notify adjacent property owners of their request for approval.

Section 3. Standards. The Committee shall have the authority to determine and establish standards involving aesthetic considerations of harmony of construction and color which it determines to be in the best interest of providing for attractive development of the Subdivision, which authority shall include but not be limited to determining the height, configuration, design and appearance of the dwelling and fences, walls, outbuildings, pools, and other structures and improvements appurtenant to the use of the dwelling. Such determinations may be amended and shall be binding on all persons.

Section 4. Approval or Disapproval. Within 30 days after the receipt of plans and specifications or information with a request for approval, the Committee shall by majority vote approve or disapprove the request. The Committee may disapprove any request which in its opinion does not conform to these restrictions or its aesthetic or other standards. Approval or disapproval of a request shall be made upon one of the copies thereof and returned to the address shown on the request. If the Committee fails to approve or disapprove submitted plans and specifications within 30 days after the plans and specifications have been submitted, which submission shall be evidenced by a written receipt for said plans and specifications, approval will not be required, and this Section will be deemed to have been fully complied with. If the plans and specifications submitted are incomplete and the Committee requests additional information in order to approve or disapprove said request, the thirty (30) day period shall be counted from the date of complete information being delivered to the Committee. In the event the request is approved by the inaction of the Committee within the thirty (30) day period, any such plans and specifications shall nevertheless be in compliance with all the restrictions contained in these Protective Covenants.

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

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

ARTICLE D Landscaping

Section 1. Initial Landscaping. Prior to occupancy of any residential building on a Lot, the front yard of the Lot shall be landscaped and within six (6) months after occupancy, the remainder of the Lot shall be landscaped; provided that if weather conditions or ground conditions due to weather are such that it is not reasonable to landscape the Lot within the time provided, the time for completion of the landscaping shall be extended for a period of thirty (30) days after weather conditions and ground conditions due to weather are reasonable for landscaping. Any dispute over the time when weather or ground conditions due to weather are reasonable for landscaping may be determined by the Committee which determination shall be binding upon all interested parties.

Section 2. Landscape and Fence Maintenance. The owners of each Lot shall maintain the landscaping on the Lot in a neat, healthy and presentable condition at all times and shall not permit the Lot to become overgrown or allow weeds and other noxious plants to proliferate on the Lot. The obligation to maintain landscaping shall extend into the public right of way along each Lot which has been or is required to have been landscaped to the sidewalk or street curb in front of and along side of the Lot, as applicable. A program of regular scheduled maintenance which includes watering, fertilizing, cutting and trimming of lawns and plantings, removing dead plants, trees and bushes, is considered the responsibility of the homeowner. In accordance with Article E, Section 2, the Community Organization shall be responsible for maintaining, repairing and replacing fencing installed by the Declarant as a plat amenity along the property lines of Tracts. This shall include the staining of the fencing on the exterior side of the fence and the replacement of broken fenceboards. Other than the aforementioned fences, the owners of each Lot shall maintain any fence located on its Lot by keeping it in good repair. This includes staining any exterior fencing which faces the right of way or is visible from the right of way and replacing damaged fenceboards. After giving reasonable notice, as defined by the Board of Directors, to the owner of the Lot, the Community Organization has the authority to remedy, at the Lot owner's expense, any violations of this Section 2. The Community Organization reserves the right to enter adjoining tracts that abut lots in order to perform maintenance deemed necessary for public health and safety.

ARTICLE E
Easements and Open Space

Section 1. Construction, Utility and Drainage Easements. Easements for the construction, repair, replacement, reconstruction, and maintenance of utilities and drainage facilities are hereby created and established over, across, and under the ten (10) feet in width of the portion of each Lot abutting a street. Easements for the construction, repair reconstruction and maintenance of drainage facilities are hereby created and established over, across, and under a four (4) foot wide strip along each side of interior lot lines and over the rear five (5) feet of each lot. In the event lot lines are adjusted after the recording of the plat, the easements shall move with the adjusted lot lines. No structure (other than rockeries, retaining walls, decks, patios and walkways installed with original home construction and fencing approved by the Committee), planting or other material which may damage or interfere with the installation and maintenance of utilities or facilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through the drainage channels in the easements, shall be placed or permitted to remain within any of these easements. The portion of these easements on each Lot shall be maintained by the owner of the Lot, except for those improvements within the easements the maintenance for which a public authority, utility company, or the Community Organization is responsible.

Section 2. Maintenance of Facilities. The Community Organization shall be responsible for maintaining, repairing and replacing:

- (a) Mailbox structures.
- (b) Landscaped areas in public right of way and the associated irrigation systems.
- (c) Tracts A, B, C, D, F, and G reserved for open space, recreation and native growth protection areas.
- (d) Tract E open space and recreation areas only. (The City of Bellevue Department of Utilities shall maintain the stormwater detention vault and its appurtenances as detailed on the recorded Plat.)
- (e) Private Storm Drainage Easement Number 10 as detailed on the recorded Plat.
- (f) All fencing installed by the Declarant as a plat amenity along the property lines of Tracts.

The Community Organization reserves the right to enter upon each Lot for the purposes of inspection and the performance of maintenance of the facilities listed in this Article F.

Section 3. Access Easements. The Organization and its agents shall have an easement for access to each Lot and to the exterior of any building located thereon during reasonable hours as may be necessary for the purposes stated below. Owners hereby grant to the Organization, the Board, and the Declarant, and their individual agents, an express access easement for purposes of going upon the Lots of Owners for the following purposes:

- (a) The maintenance, repair, replacements, or improvement of any Common Maintenance Area accessible from that Lot;
- (b) Emergency repairs necessary to prevent damage to the Common Maintenance Areas or to another Lot or the improvements thereon;
- (c) Cleaning, maintenance, repair, or restoration work which the Owner is required to do but has failed or refused to do; and
- (d) The removal of Vehicles, goods, equipment, devices or other objects which are parked or stored in violation of the terms of this Declaration.

Except in an emergency where advanced notice is not possible, these easements shall be exercised only after reasonable notice to the Lot Owner.

ARTICLE F
Liens

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

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

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessments set forth in the Articles and Bylaws, the Community Organization may levy, in any assessment year, a common assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Maintenance Areas. Within thirty (30) days after adoption by the Board of Directors of the special assessments for capital improvements, the Board shall set a meeting of the members to consider ratification of the special assessment in the same formal process as the ratification of the annual budget, as set forth in the Bylaws.

Section 4. Uniform Rate of Assessment. Both annual and special assessments must be fixed as a uniform rate for all Lots and must be collected on an annual basis.

Section 5. Start-Up Fee. Upon the sale of each Lot by the Declarant, the purchaser shall pay a one-time start up fee of Two Hundred and Fifty and no/100 (\$250.00) Dollars per Lot. Such start-up fee shall be paid on or before the date of recordation of the deed from Declarant to the purchaser. Declarant shall be entitled to collect this one-time start-up fee at the closing of the Lot sale and submit said fee to the Community Organization. This one-time start-up fee shall be used to defray organizational and operational costs for the Community Organization.

ARTICLE G

Application and Enforcement

Section 1. Effect. The covenants, restrictions, easements, rights, liens, and encumbrances herein provided for shall be covenants running with the land and shall be binding upon the Subdivision and any and all parts thereof, the parties in interest thereto and their heirs, assigns, personal representatives and successors in interest. Accepting an interest in and to any portion of the Subdivision shall constitute an agreement by any person, firm or corporation accepting such interest, that they and each of them shall be bound by and subject to the provisions hereof.

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

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

Section 4. Indemnification. To the fullest extent allowed by applicable Washington law, the owners shall indemnify the Committee members against any and all expenses including without limitation, attorneys' fees, imposed upon or reasonably incurred by any Committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding) to which such Committee member may be a party by reason of being or having been a Committee member. The Committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own willful misfeasance, malfeasance, misconduct or bad faith. The Committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Committee, and the owners shall indemnify and forever hold each such Committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any Committee member may be entitled.

ARTICLE H Amendment

Section 1. Amendment of Use Restrictions. Articles B, C, and D of this instrument which relate to use of the Lots in the Subdivision may be amended and changed by the written consent of the owners of the fee title (in the case title is subject to a real estate contract, the vendees under the real estate contract shall be deemed to be owners of the fee title) of not less than 60% of all Lots in all of the Subdivisions which have been made subject to the provisions of this Declaration. For the purpose of amendment, consent to an amendment by a fee owner shall be binding upon the owner and of any successors to the fee title for a period of six months after it is given for the purpose of calculating the percentage required for adoption of the consent. Consents required under this Section shall be delivered to the Community Organization which shall tabulate them. Its determination of the sufficiency of the consent shall be conclusive, and an amendment to Articles B, C and D shall be effective when a written Notice of Amendment signed and acknowledged by the president and secretary of the Community Organization is recorded in King County, Washington, stating that the requisite consent has been obtained and setting forth the amendment in its entirety.

Section 2. Amendment by Declarant. This Declaration may be amended unilaterally at any time and from time to time by Declarant (i) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (ii) if such amendment is necessary to enable any title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (iii) if such amendment is required by an institutional or governmental lender or purchaser or mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the Lots subject to this Declaration; or (iv) if such amendment is necessary to enable any governmental agency or private insurance company to insure or guarantee Mortgage loans on the Lots subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any owner's Lot unless any such Lot owner shall consent thereto in writing. Further, so long as Declarant owns any property for development and/or sale in the Community, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Lot owners hereunder, nor shall it adversely affect title to any Lot without the consent of the affected Lot owner.

Section 3. Declarant Consent. During the Development Period, all amendments shall require the consent of the Declarant.

EXECUTED this 13th day of February, 2007.


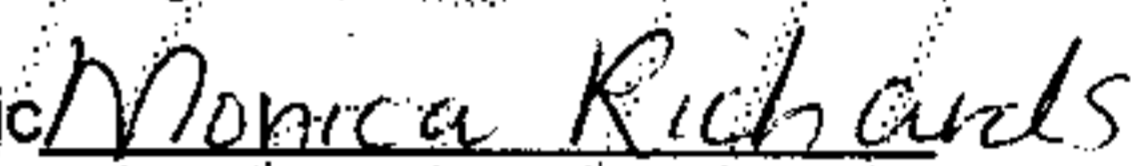
LOZIER AT NEWPORT, LLC

By 
Michael D. Levy, Manager

STATE OF WASHINGTON
COUNTY OF KING

I certify that I know or have satisfactory evidence that MICHAEL D. LEVY signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of LOZIER AT NEWPORT, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: February 13, 2007.


Notary Public 

My appointment expires: 5.12.10

