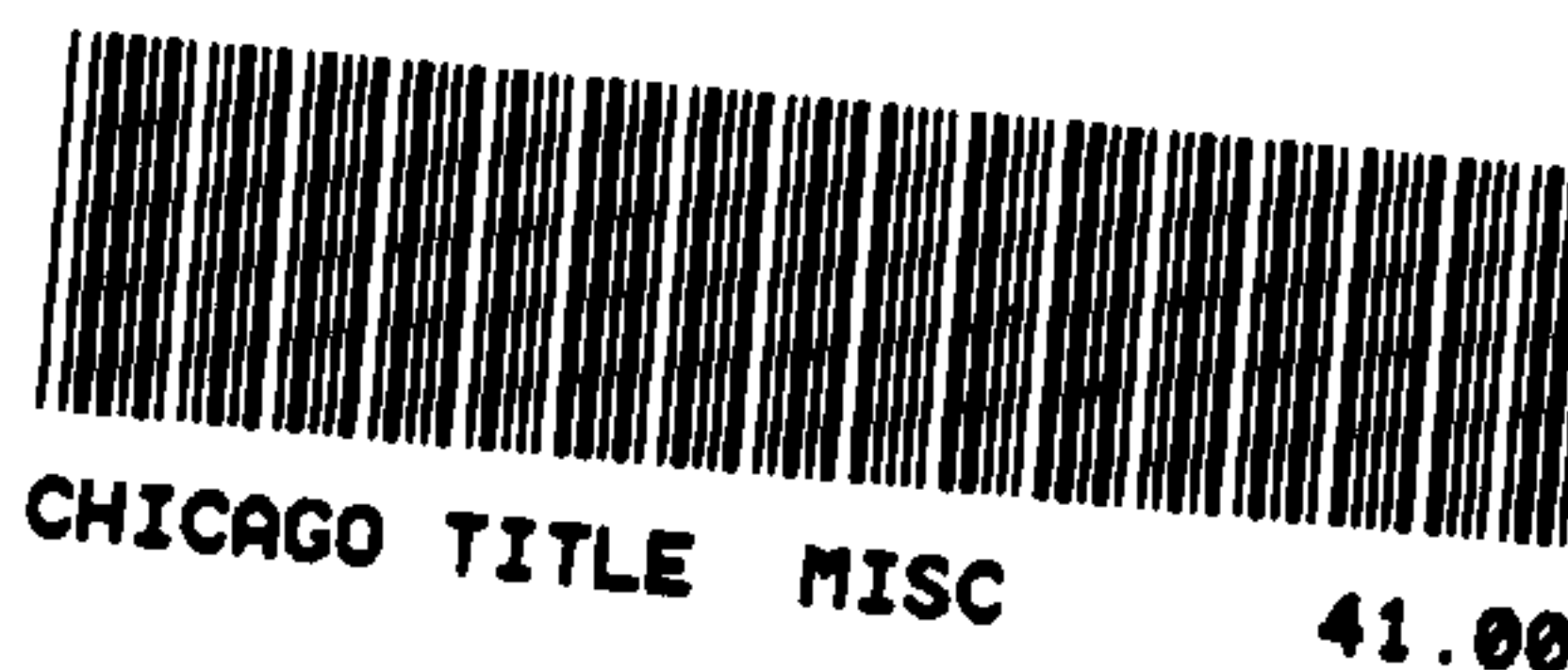


Filed for Record at Request of and
After Recording Return to:

Lisa Baker
Pacific Properties, Inc.
14410 Bel-Red Road, Suite 200
Bellevue, WA 98007



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KING COUNTY, WA

**AMENDED AND RESTATED DECLARATION
AND COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND
RESERVATIONS FOR THE GLEN AT REDFORD RANCH AND
FOR THE MEADOW AT REDFORD RANCH**

Grantor: Redford, Inc., a Washington corporation
Grantee: Homeowners in The Glen at Redford Ranch Plat and
Homeowners in The Meadow at Redford Ranch Plat
Tax Parcel Nos.: 042 406 9252
042 406 9028 01
Legal Description: Ptn. SE ¼ NE ¼ Section 4, T24N, R6E, WM
Related Documents: 9904061192

THIS AMENDED AND RESTATED DECLARATION AND COVENANTS,
CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS FOR THE GLEN AT
REDFORD RANCH AND FOR THE MEADOW AT REDFORD RANCH (the "Declaration") is
made by REDFORD, INC., a Washington corporation ("Declarant") as of this 24th day of ~~May~~ ^{Aug.},
1999.

RECITALS ① CHICAGO TITLE INS. CO
REF# W9901209-10

Declarant is the owner of certain real property (the "Property") in King County,
Washington, legally described on Exhibit A hereto. The Property has been subdivided into two
plats, the first of which is known as The Glen at Redford Ranch Plat recorded in volume 189 of
Plats, pages 24 through 28 records of King County, Washington ("The Glen at Redford Ranch
Plat"). The second plat is known as The Meadow at Redford Ranch Plat and it was recorded in
volume 189 of Plats, pages 92 through 96 records of King County, Washington ("The Meadow at
Redford Ranch Plat").

A Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for the
Glen at Redford Ranch (the "Original Declaration") was recorded in the official records of King
County, Washington under recording number 9904061192 in connection with recording The Glen
at Redford Ranch Plat. Pursuant to Section 15 of the Original Declaration, Declarant now desires to

EXCISE TAX NOT REQUIRED
King Co. Records Division

By [Signature], Deputy

subject the property comprising The Meadow at Redford Ranch Plat to this Declaration in accordance with the following terms and conditions.

NOW, THEREFORE, Declarant declares that the Property subject to all restrictions and easements of the Plats, shall be held, transferred, sold, conveyed, leased, used and occupied subject to the covenants, conditions, restrictions, easements, assessments, and liens hereinafter set forth which are for the purpose of protecting the value and desirability of and which shall touch and concern and run with title to the Property and which shall be binding on all parties having any right, title, or interest in the Property or any portion thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1. DEFINITIONS

Section 1.1 Words Defined. In this Declaration and any amendments hereto, the following terms shall have the following meanings and all definitions shall be applicable to the singular and plural forms of such terms:

1.1.1 "Association" shall mean Redford Ranch Homeowners Association described in Article 4 of this Declaration, its successor and assigns.

1.1.2 "Board" shall mean the Board of Directors of the Association, and "Directors" shall mean members of the Board of Directors.

1.1.3 "Common Areas" shall mean the real property (including the improvements and facilities thereon) described as all areas of the Property outside the Lots, including roadways, walkways, parking areas, parks, open space buffer and wetland areas shown on the Plats which will be conveyed by Declarant to the Association and held for the common use and enjoyment of the members of the Association, but shall not include any streets or other areas now or hereafter dedicated for public use. Common Areas specifically shall include the following tracts as shown on the respective Plats:

The Glen at Redford Ranch Plat:

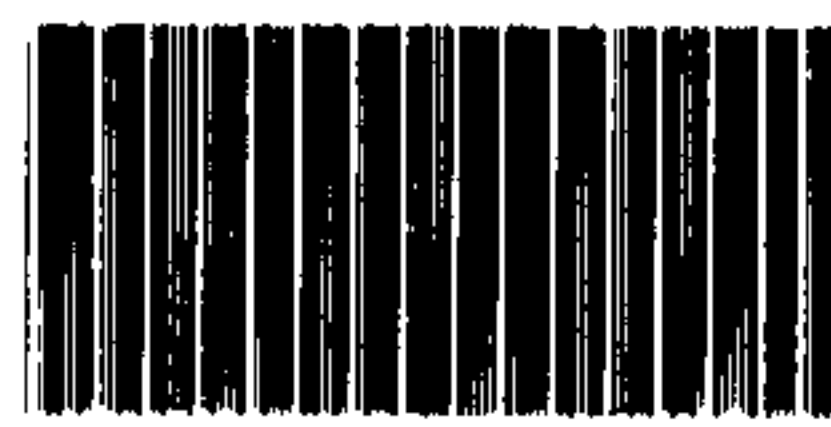
Tract C (recreational tract)

The Meadow at Redford Ranch Plat:

Tracts A and I (recreational tracts), Tracts B and E (sensitive area tracts), and Tract K (landscape tract).

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

1.1.5 "Declarant" shall mean Redford, Inc., or such successor or assign (including a Participating Builder) as Declarant may designate by a writing recorded in the Department of Records and Elections in King County.



1.1.6 "Declaration" shall mean this Amended and Restated Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for the Glen at Redford Ranch and for the Meadow at Redford Ranch, as it may from time to time be amended.

1.1.7 "First Mortgage" and "First Mortgagee" shall mean, respectively, (a) a recorded mortgage on a Lot that has legal priority over all other Mortgages thereon, and (b) the holder of a First Mortgage.

1.1.8 "Lot" shall mean any legally platted plot of land shown upon any recorded subdivision map of the Property with the exception of streets and other public areas and the Common Areas.

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

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

1.1.11 "Owner" shall mean the record owner, whether one or more Persons, of fee simple title to a Lot within the Property, including a contract purchaser entitled to beneficial possession.

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

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

1.1.14 "Plat" or "Plats" shall mean collectively the recorded plats of The Glen at Redford Ranch and of The Meadow at Redford Ranch and any amendments, corrections or addenda thereto subsequently recorded.

1.1.15 "Property" shall mean the land comprising The Glen at Redford Ranch Plat and The Meadow at Redford Ranch Plat as more particularly described on Exhibit A and such additions thereto as may hereafter be subjected to the terms of the Declaration, and all improvements and Structures now or hereafter placed on the land.

1.1.16 "Structure" shall mean any building, fence, wall, driveway, walkway, patio, patio coverings or overhangs, climbing or play apparatus, garage, storage shed, carport, mailbox, swimming pool, rockery, dog run or the like.



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KING COUNTY, WA

1.1.17 "Transition Date" shall be as defined in Section 4.10.

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

Section 1.3 Exhibits. The following are exhibits to this Declaration:

Exhibit A - Legal Description of the Properties

Exhibit B - Fence Detail (Referenced in Section 3.5.17)

Exhibit C - Legal Description for Multifamily Property (Referenced In Section 7.4)

ARTICLE 2. COMMON AREAS AND EASEMENTS.

Section 2.1 Conveyance to Association. Declarant hereby grants and conveys the Common Areas to the Association.

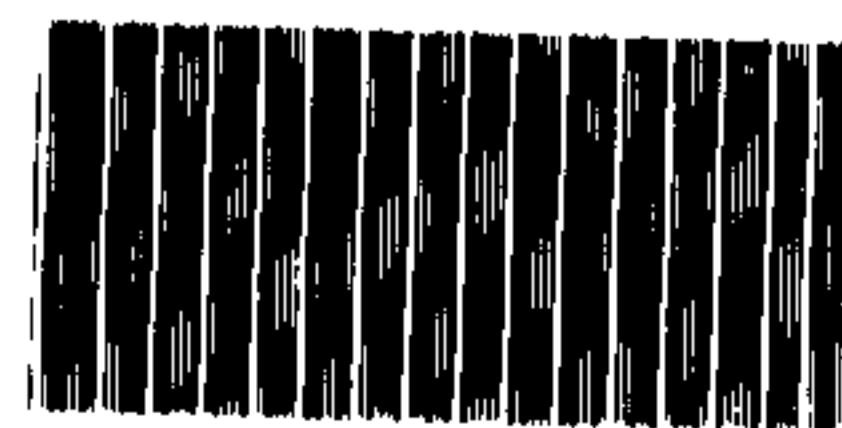
Section 2.2 Use of Common Areas. Each Owner shall have the right to use the Common Areas in each Plat in common with all other Owners. The right to use the Common Areas shall be appurtenant to and pass with the ownership of each Lot and shall extend not only to each Owner, but also to his agents, tenants, members of his household, invitees, and licensees. The right to use the Common Areas shall be governed by the provisions of this Declaration, the Bylaws, and the rules and regulations of the Association.

Section 2.3 Abandonment of Common Areas. The Common Areas may not be abandoned, partitioned, subdivided, encumbered, sold, or transferred by the Association, any Owner or any third party, provided that, with the approval of at least 67% of the Owners and compliance with any restrictions on the face of the Plats, the Common Areas may be transferred to or encumbered for the benefit of a public agency, authority, or utility. The granting of easements for utilities or for other purposes consistent with the intended use of the Common Areas by the Owners shall not be deemed a partition or division.

Section 2.4 Alteration of Common Areas. Nothing shall be altered or constructed in or removed from any Common Areas except upon the prior written consent of the Board.

Section 2.5 Drainage Easements and Tracts; Storm Water Facilities.

2.5.1 Private Drainage Easements. Declarant hereby creates and reserves private storm drainage easements across all of the Lots, as follows: all Lots shall be subject to an easement 10 feet in width along all property lines adjoining street frontage, an easement 2.5 feet in width, parallel with and adjacent to all interior Lot lines and an easement 5 feet in width, parallel with and adjacent to all rear Lot lines for the purpose of private drainage. In the event the Lot lines are adjusted after the recording of either Plat, the easements shall move with the adjusted Lot lines.



Maintenance of all private drainage easements on the face of the Plats shall be the responsibility of the Lots deriving benefit therefrom. All individual stubouts and infiltration systems shall be privately owned and maintained by the individual Lot Owner.

In addition to the foregoing, Declarant also creates and reserves the following easements for private drainage purposes in The Meadow at Redford Ranch Plat:

The Meadow at Redford Ranch Plat:

- (i) Lots 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22 (an easement 10 feet in width, parallel with and adjacent to the rear Lot lines of such Lots) to benefit Lots 10 through 23, inclusive;
- (ii) Lots 22 and 23 (an easement 5 feet in width, parallel with and adjacent to the interior Lot lines situated between Lots 22 and 23) to benefit Lots 10 through 23, inclusive;
- (iii) Lots 34 and 35 (an easement 10 feet in width parallel with and ten feet inside the rear Lot lines of such Lots) to benefit Lots 33 through 36, inclusive;
- (iv) Lot 40 (an easement 10 feet in width, parallel with and adjacent to the front Lot lines of such Lot) to benefit Lot 40 of The Meadow at Redford Ranch Plat and Lots 9 and 12 of The Glen at Redford Ranch Plat;
- (v) Lot 41 (an easement 10 feet in width, parallel with and adjacent to the front Lot lines of such Lot) to benefit Lots 41 and 42 of The Meadow at Redford Ranch Plat and to benefit Lots 10 and 11 of The Glen at Redford Ranch Plat;
- (vi) Lots 45, 46, 47, 48, 49, 50, and 51 (an easement 10 feet in width, parallel with and adjacent to the rear Lot lines of such Lots) to benefit Lots 45 through 52, inclusive;
- (v) Tract G (an easement across such tract) to benefit Lots 10 through 21, inclusive;
- (vi) Tract H (an easement across such tract) to benefit Lots 3 and 4.

The Owners of the Lots benefiting from the use of the private drainage easements described above shall be equally responsible for maintenance and repair of the drainage facilities in such easements.

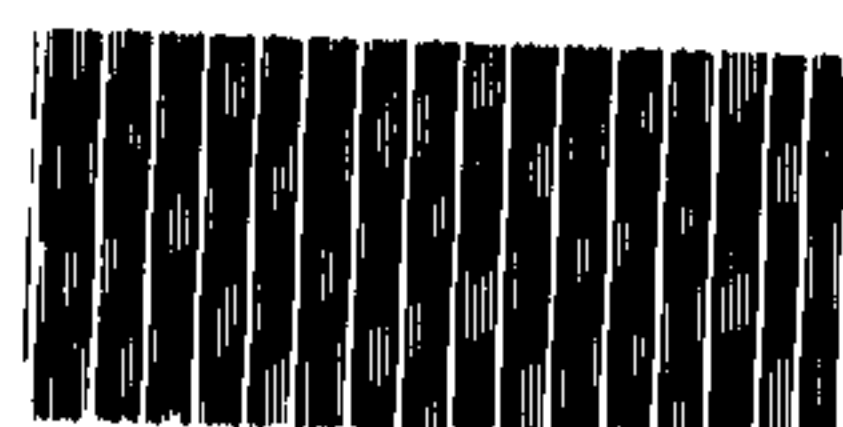
2.5.2 Public Drainage Easement. Declarant also creates and reserves the following public storm drainage easements as more particularly shown on the Plats:

The Glen at Redford Ranch Plat:

- Lot 14 (10 foot easement)
- Lot 13 (15 foot easement)

The Meadow at Redford Ranch Plat:

- Tract B (10 foot easement across the eastern boundary of such tract)
- Tract B (15 foot easement across the western boundary of such tract)
- Tract D (15 foot easement across the southwest boundary of such tract)
- Lot 31 (12 foot easement)
- Lots 29 and 30 (continuation of 12 foot easement from Lot 31)



Lots 34, 35 and 36 (10 foot easement)
Tract I (10 foot easement)
Tract E (an easement across the easterly boundary of such tract as shown on
The Meadow at Redford Ranch Plat

A 5 foot building setback is required from all public drainage easements as shown on the Plats.

2.5.3 Use of Drainage Areas. No Structures, fills or obstructions (including but not limited to decks, patios, outbuildings or overhangs) shall be constructed or allowed on any area reserved for storm drainage easements or beyond the building setback line. For purposes of this section, "Structures" shall not include fencing provided, however, grading and construction of fencing shall not be allowed within the storm drainage easements reserved herein or shown on the Plats without the prior approval of the King County Department of Development and Environmental Services or its successor agency.

2.5.4 Storm Water Detention Facilities Tracts; Access Tracts. Declarant hereby grants, dedicates and conveys the following Tracts to King County for storm water detention facilities or to provide access to such facilities:

The Glen at Redford Ranch Plat:

Tract A (for storm water detention facilities)
Tract D (to provide access to the storm water detention facilities on Tract A of
The Glen at Redford Ranch Plat)

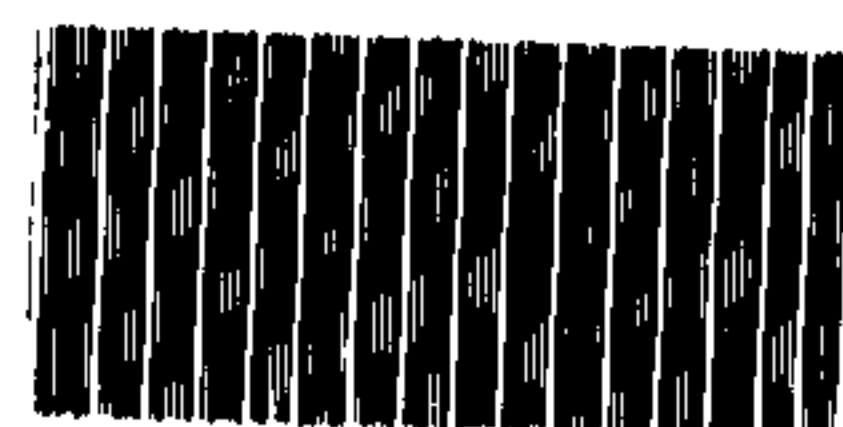
The Association is responsible for landscaping maintenance at the lift station within Tract A of The Glen at Redford Ranch Plat.

The Meadow at Redford Ranch Plat:

Tracts C and D (for storm water detention facilities).
Tract F (to provide access to the storm water detention facilities on Tract D of The
Meadow at Redford Ranch Plat).

Tract D of The Meadow at Redford Ranch Plat is subject to a landscape easement which was recorded in the official records of King County under Recording Number 9905130383 which benefits Lot 2 of King County Short Plat No. S89S0080 which Short Plat was recorded in the official records of King County under Recording Number 9103149008. Maintenance obligations regarding the landscaping are set forth in the recorded landscape easement.

2.5.5 Access and Utility Easement to Benefit Lot 1 of SP S89S0080.
Declarant hereby creates and reserves the following easements for the benefit of Lot 1 of King



County Short Plat No. S89S0080, recorded in the official records of King County under Recording Number 9103149008:

(i) an access and utility easement over, under, across and upon Tract F of The Meadow at Redford Ranch Plat which easement was created and is more particularly described in the document recorded in the official records of King County under Recording Number 9903022494; and

(ii) a utility easement over, under, across and upon Tracts B, C, and D of The Meadow at Redford Ranch Plat.

Section 2.6 Water and Sewer Easements.

2.6.1 Public Water and Sewer Easements. In addition to the general utility easements created in Section 2.7 below, Declarant hereby creates and reserves easements over, under, across and upon the following Lots and Tracts and all other areas identified on either Plat as Sanitary Sewer Easements or Water Easements, for the benefit of the Sammamish Plateau Water and Sewer District, for installation, construction, repair, maintenance, replacement and operation of the utility services provided by such entity, together with the right to enter upon the easements at all times with all necessary maintenance and construction equipment for the purposes stated:

The Glen at Redford Ranch Plat:

Lot 18; Tracts A, D and E

The Meadow at Redford Ranch Plat:

Lot 23, Tracts B, C, D, F, G, H, I, J, L

Except as otherwise permitted under the landscape easement which encumbers Tract D of The Meadow at Redford Ranch Plat and which is described in Section 2.5.4 above, no Structures or other obstructions shall be constructed on or installed in any area reserved for these easements including without limitation landscaping, fencing, walkways, driveways or rockeries.

2.6.2 Private Sewer Easements. Declarant hereby creates and reserves private sanitary sewer easements across certain Lots as more particularly identified below and as shown on the Plats, for the benefit of the identified Lots, Lot Owners and the Sammamish Plateau Water and Sewer District, all for installation, repair, maintenance, replacement and operation of the utility services provided by such entity, together with the right to enter upon the easements at all time for the purposes stated.

Lots situated within The Glen at Redford Ranch Plat:



Lot 1. Five (5) foot by fifteen (15) foot sanitary sewer easement to benefit Lot 2.

Lot 7. Five (5) foot by fifteen (15) foot sanitary sewer easement to benefit Lot 8.

Lot 16. Five (5) foot by fifteen (15) foot sanitary sewer easement to benefit Lot 15.

Lot 18. Ten (10) foot by ten (10) foot sanitary sewer easement to benefit Lot 19.

Lot 24. Five (5) foot by ten (10) foot sanitary sewer easement to benefit Lot 25.

Lots situated within The Meadow at Redford Ranch Plat:

Lot 23. Ten (10) foot sanitary sewer easement to benefit Lot 24.

The Lots benefited by such private sewer easements shall maintain such easements.

2.6.3 Sewer Easement Across Tract D of The Meadow at Redford Ranch Plat to Benefit Lot 2 of SP S89S0080. Declarant hereby creates and reserves a twenty (20) foot sewer easement (the "Tract D Sewer Easement") across Tract D of The Meadow at Redford Ranch Plat running east – west to the Sammamish Plateau Water and Sewer District for the sole purpose of providing a sanitary sewer connection to Lot 2 of King County Short Plat No. S89S0080 (as recorded in the official records of King County under Recording Number 9103149008) should a connection to such property be desired in the future. The precise location of the Tract D Sewer Easement shall be decided at the time of connection. Prior to any work on such Tract D Sewer Easement, the Sammamish Plateau Water and Sewer District shall obtain a special use permit from King County or its successor agency. Any proposed alteration to the plant materials or location that differs from the landscaping plan (Exhibit D) attached to the landscape easement recorded in connection herewith (the "Tract D Landscaping Plan") shall be reviewed and approved by King County and, at the direction of King County, such alteration may require a special use permit. King County has the right to enter the Tract D Sewer Easement area together with any necessary equipment without notice to the holder of such easement to perform any emergency maintenance. The Sammamish Plateau Water and Sewer District is not required to restore or replace landscaping within the Tract D Sewer Easement area but may elect to do so. If landscaping is restored in conformance with the Tract D Landscaping Plan, no additional approvals shall be required.

Section 2.7 Easements for Utilities. Declarant hereby creates and reserves a 10 foot easement along all property lines adjoining the street frontage of all Lots and, as shown on the Plats, across the Tracts, for the benefit of any Puget Sound Energy, US West, Washington Natural Gas Company, the Sammamish Plateau Water and Sewer District, any cable television company and such other similar private utility and drainage users as may be authorized by the Board, all for installation, repair, maintain, replacement and operation of the utility services provided by such entities, together with the right to enter upon the easements at all time for the purposes stated. No structures shall be constructed on any area reserved for these easements. For purposes of this



section, "structures" shall not include landscaping, fencing, walkways, driveways or rockeries. The Board, with the consent of at least 51% of the voting power of the Association, shall be entitled to designate those additional private utilities that shall be entitled to utilize the easement area reserved in this Section 2.7. No lines or wires for the transmission of electric current or for telephone use or cable television shall be placed or permitted to be placed upon any Lot unless the same be underground or in conduit attached to a Structure.

Section 2.8 Joint Driveway Easements and Tracts.

2.8.1 Access Easement. Declarant hereby creates and reserves an easement over, under, through and upon the following Tract for the benefit of the Owners of the Lots listed in this Section 2.8.1, to provide ingress, egress and utilities to such Lots.

The Glen at Redford Ranch Plat:

Tract D: Lots 18 and 19 (collectively, the "Tract D Easement Owners")

2.8.2 Access Tracts. Declarant hereby grants and conveys to the Owners of the Lots listed in this Section 2.8.2 an equal undivided tenancy in common interest in the Tract designated to provide ingress, egress and utilities to such Lots:

The Glen at Redford Ranch Plat:

Tract E: Lots 9, 10, 11 and 12 (collectively, the "Tract E Owners")

The Meadow at Redford Ranch Plat:

Tract G: Lots 22, 23, and 24 (collectively, the "Tract G Owners")

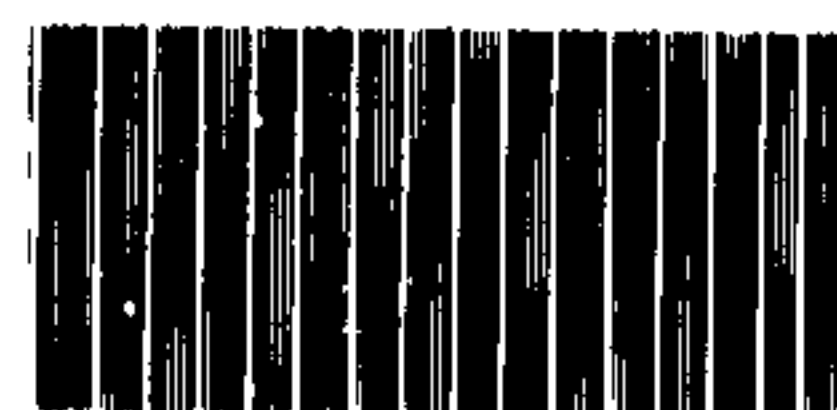
Tract H: Lots 5, 6, 7, 8 and 9 (collectively, the "Tract H Owners")

Tract L: Lots 29, 30, 31, 32, and 33 (collectively, the "Tract L Owners")

Shared Access Tract.

Tract J: Lots 40 and 41 of The Meadow at Redford Ranch Plat and Lots 9, 10, 11 and 12 of The Glen at Redford Ranch Plat (collectively, the "Tract J Owners")

2.8.3 Definitions. For purposes of this Section 2.8, the following terms have the following meanings:



“Driveway Tracts Owners” means, collectively, the Tract D Easement Owners, Tract E Owners, Tract G Owners, Tract H Owners, Tract J Owners and Tract L Owners

“Driveway Tracts” means, collectively, Tract D and Tract E of The Glen at Redford Ranch Plat and Tracts G, H, J and L of The Meadow at Redford Ranch Plat

2.8.4 Easement for Utilities. Declarant hereby reserves easements over, across and under the Driveway Tracts for the benefit of all public utility providers, in the same manner and to the same extent as provided in Sections 2.6 and 2.7 of this Declaration. Except as otherwise expressly provided in Section 2.8.5, any disputes with respect to the joint ownership or use of the Driveway Tracts shall be resolved by the Board, whose decision shall be binding upon the parties in dispute.

2.8.5 General Terms, Conditions and Covenants Governing Joint Ownership Tracts.

(i) Effective on recording of this Declaration, and until the Transition Date, Declarant, on behalf of itself and its successor Lot Owners, hereby appoints the Board as its true and lawful attorney for Declarant and in its name, place and stead to perform all work and take all actions as may be deemed necessary by the Board to maintain, repair and replace the driveway and any other common facilities or appurtenances located in the Driveway Tracts and to take any other actions which the Board deems reasonably necessary to manage the Driveway Tracts and provide access and utilities to all Lots which abut them. The Board may specially assess the Driveway Tracts Owners for their proportionate share of maintenance expenses for the Driveway Tract serving their Lot. Until the Transition Date, this power of attorney shall be irrevocable and the appointment of the Board as attorney in fact shall be a grant of authority coupled with an interest which shall survive the death or incompetence of any successor Owner of the Lots served by the Driveway Tracts. This power of attorney shall terminate automatically, without further action of Declarant or any other person, on the Transition Date.

(ii) After the Transition Date, any owner believing it is necessary for work to be performed on a Driveway Tract that serves such owner’s Lot, shall notify the other owners served by such tract, in writing, as to the nature and estimated cost of such work, and a time and place for a meeting to discuss the proposed work, which shall be not less than two weeks nor more than two months following the date of delivery of the notice. At the meeting, the owners shall vote on the proposed work by being present or by proxy. Each Lot shall be entitled to one vote. A quorum is present throughout any meeting if the Owners to which fifty percent (50%) of the votes are allocated are present in person or by proxy at the beginning of the meeting. The decision whether to proceed with the work shall be made by a vote of the majority of those constituting a quorum. If, after the meeting and the vote, bids are received which exceed the estimate by 15%, another meeting shall be called and a new vote of the Owners shall be taken, based upon the actual bid amounts. In the event of a deadlock or for resolution of any other dispute with respect to maintenance or operation of the driveway, any affected Owner may submit the dispute to the Board, whose decision shall be binding. All affected Lot Owners shall promptly pay their share of the



costs of maintaining, repairing and replacing the Driveway Tracts within thirty (30) days after receipt of an invoice setting forth the total amount paid and the Lot Owner's share.

(iii) The Driveway Tracts Owners shall share in the costs of maintaining, repairing and replacing the Driveway Tract which serves their Lot and any other improvements located within that Driveway Tract and any property taxes assessed against such tract. Accordingly, each Driveway Tract Owner shall share the costs associated with their respective Driveway Tract as follows:

The Glen at Redford Ranch Plat:

Tract D Easement Owner: 50%.

Tract E Owner: 25%.

The Meadow at Redford Ranch Plat:

Tract H Owner: 20.00%.

Tract G Owner: 33.33%.

Tract J Owner: 16.66%.

Tract L Owner: 20.00%.

(iv) If any Lot Owner fails to pay their proportionate share when due, then the other affected Lot Owners may pay the defaulting Lot Owner's share and the unpaid sums shall constitute a lien on the defaulting owner's Lot, from the date the payment is made until paid in full. The lien for such unpaid sums shall be subordinate to tax liens on the Lot in favor of any assessing unit and/or special district, but to the extent permitted by applicable law shall have priority over all other liens against the Lot. The lien for delinquent payments may be foreclosed by suit by the Lot Owners making the delinquent payment, in the same manner as provided for other assessments under the terms of this Declaration. The Lot Owners making payment for a delinquent owner may charge interest at the rate of 12% per annum on the sum so paid, from the date of payment. No Lot Owner shall park vehicles within the Driveway Tracts or otherwise obstruct use of either Driveway Tract by any other Lot Owner. Any Lot Owner using the Driveway Tracts shall indemnify, defend and hold the other Lot Owners harmless from and against claims, damages, causes of action, costs and attorneys' fees arising from or in connection with that Lot Owner's use of the Driveway Tracts, except to the extent such claims, damages, causes of action, costs and attorneys' fees arise from the negligence of another Lot Owner.

Section 2.9 Conditions for Grant of Easements. The easements granted in Sections 2.5, 2.6 and 2.7 are subject to the agreement of grantees to compensate grantor (or grantor's successors and assigns) for any damage to the affected property caused by the exercise of grantee's easement rights; to use reasonable care in carrying out any construction or repair in the easement areas and to restore such areas, to the extent reasonably practicable, to the condition they were immediately prior to such work; and to indemnify and hold harmless grantor (and grantor's successors and assigns) from



any and all claims for injuries and/or damages suffered by any person caused by grantee's exercise of the rights therein granted.

Section 2.10 Sensitive Area Tracts and Buffer. Declarant hereby grants and conveys Tracts B and E of The Meadow at Redford Ranch Plat to the Association, which shall be operated and maintained by the Association as sensitive area tracts and buffers. Dedication of a sensitive area tract/sensitive area and buffer conveys to the public a beneficial interest in the land within the tract/sensitive area and buffer. 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, and protection of plant and animal habitat. The sensitive area tract/sensitive area and buffer imposes upon all present and future owners and occupiers of the land subject to the tract/sensitive area and buffer the obligation, enforceable on behalf of the public by King County, to leave undisturbed all trees and other vegetation within the tract/sensitive area and buffer. The vegetation within the tract/sensitive area and buffer may not be cut, pruned, covered by fill, removed or damaged without approval in writing from the King County Department of Development and Environmental Services or its successor agency, unless otherwise protected by law. The common boundary between the tract/sensitive area and buffer and the area of development activity must be marked or otherwise flagged to the satisfaction of King County prior to any clearing, grading, building construction or other development activity on a Lot subject to the sensitive area tract/sensitive area and buffer. The required marking or flagging shall remain in place until all development proposal activities in the vicinity of the sensitive area are completed. No building foundations are allowed beyond the required 15-foot building setback line, unless otherwise provided by law. A fifteen (15) foot building setback from such sensitive area tracts is reserved over the following Lots and Tracts:

The Glen at Redford Ranch Plat:

Lots 14 and 15

The Meadow at Redford Ranch Plat:

Lots 24, 32, 33, 37, 38, 39, 40 and Tract K

Section 2.11 Landscape Tract. Declarant hereby grants and conveys Tract K of The Meadow at Redford Ranch Plat to the Association (the "Landscape Tract") for the purpose of constructing, reconstructing and maintaining all landscaping, irrigation and other appurtenances within such Tract. The Board shall collect assessments from all Owners in accordance with the provisions of Article 7 of this Declaration for the purposes of constructing, reconstructing and maintaining the Landscape Tract and all improvements located thereon. Declarant hereby creates and reserves a 10 foot pedestrian access easement over, under, through and upon Tract G and Lot 24 of The Meadow at Redford Ranch Plat for the benefit of the Association for access to and maintenance of Tract K.



Section 2.12. Recreational Tracts. Declarant hereby grants and conveys the Tracts listed in this Section 2.12 to the Association as recreational tracts which shall be operated and maintained by the Association. No Structures shall be constructed or allowed on such Tracts without the prior approval of the King County Department of Development and Environmental Services or its successor agency. Such Tracts shall not be further subdivided or used for financial gain. The Board may assess Lot Owners for the costs of operating and maintaining such Tracts as provided in Article 7 of this Declaration. Tract I of The Meadow at Redford Ranch Plat is subject to an access easement 30 feet in width which was created pursuant to an easement agreement recorded in the records of King County Washington under Recording Number 9808030978.

The Glen at Redford Ranch Plat:

Tract C

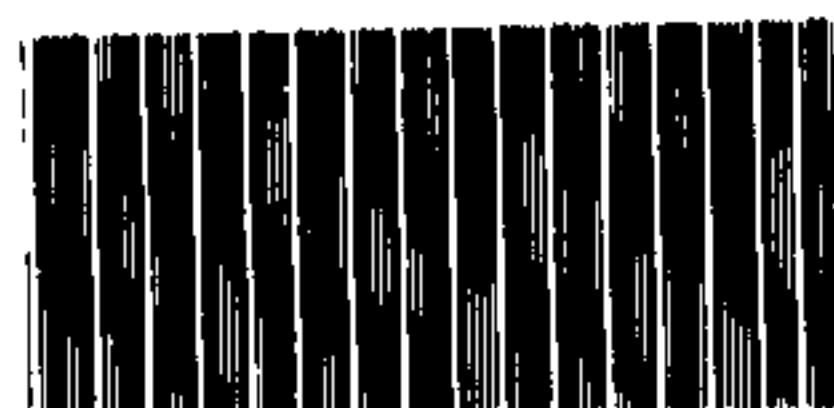
The Meadow at Redford Ranch Plat:

Tracts A and I

Section 2.13 Cross Easements Over Common Areas.

2.13.1 Cross Easements within the Plats. Each Owner within the Property shall have an easement for use and enjoyment of all the Common Areas within the Plats. Accordingly, Declarant hereby grants and conveys to all of the Owners within the Plats the right to use the Common Areas located within both Plats, consistent with such reasonable, non-discriminatory rules and regulations as may be adopted by the Board. Every Common Area shall be subject to an easement of common use and enjoyment in favor of every Owner, their heirs, successors, and assigns, in accordance with the terms and conditions of the this Declaration, and all rules and regulations. Such easement shall be appurtenant to and shall not be separated from ownership of any Lot and shall not be assigned or conveyed in any way except upon the transfer of title to such Lot, and then only to the transferee of such title and shall be deemed so transferred and conveyed whether or not it shall be so expressed in the deed or other instrument conveying title.

2.13.2 Cross Easements between Plats and Adjacent Multifamily Parcel. Declarant is the owner of certain real property (the "Multifamily Property") in King County, Washington, legally described on Exhibit C hereto. Declarant has constructed on such Multifamily Property, a swimming pool, clubhouse and tot lot (the "Multifamily Recreational Facilities") for use by the residents and/or owners of the Multifamily Property. Declarant shall hereafter execute and record a Recreational Facilities Use and Easement Agreement which shall grant to the Lot Owners an easement to use the Multifamily Recreational Facilities according to the terms and conditions set forth in that easement agreement. The Recreational Facilities Use and Easement Agreement shall also grant to the residents of the Multifamily Property the non-exclusive right to use Tract C of The Glen at Redford Ranch Plat and Tracts A and I of The Meadow at Redford Ranch Plat consistent with such reasonable, non-discriminatory rules and regulations as may be adopted by the Board.



Section 2.14 Adjustment of Lot Lines. In the event any Lot lines in either Plat are adjusted after the recording of the respective Plat, the easements shown on such Plat or created or reserved in any section of this Declaration shall move with the adjusted Lot lines.

ARTICLE 3. CONSTRUCTION ON LOTS AND USE OF LOTS

Section 3.1 Uniformity of Use and Appearance. One of the purposes of this Declaration is to assure within the Property a uniformity of use and quality of workmanship, materials, design, maintenance and location of Structures with respect to topography and finish grade elevation. It is in the best interests of each Owner that such uniformity of use be maintained as hereinafter provided. Notwithstanding anything herein set forth, the Construction of any Structure shall comply with the more restrictive of either (i) the terms and conditions of this Declaration or (ii) the laws, codes, ordinances and regulations of any governmental entity having jurisdiction.

Section 3.2 Submission and Approval of Plans

3.2.1 Construction. No Structure shall be Constructed or caused to be Constructed on any Lot unless the Plans for the Structure have been approved in writing by the Board in its capacity as the Architectural Control Committee. The Board's approval of any Plans shall not constitute any warranty or representation whatsoever by the Board or any of its members that such Plans were examined or approved for engineering or structural integrity or sufficiency or compliance with applicable governmental laws, codes, ordinances and regulations, and each Owner hereby releases any and all claims or possible claims against the Board or any of them, and their heirs, successors and assigns, or of any nature whatsoever, based upon engineering or structural integrity or sufficiency or compliance with applicable governmental laws, codes, ordinances and regulations.

3.2.2 Submission. At least 45 days before commencing Construction of any Structure on any Lot, the Owner shall submit to the Board two complete sets of detailed building, construction, surface water run-off control and specifications and a site plan showing the location of all proposed Structures (the plans, specifications and site plans are individually and collectively referred to herein as the "Plans").

3.2.3 Approval. The Board may withhold its approval by reason of its reasonable dissatisfaction with the location of the Structure on the Lot, color scheme, finish, architecture, height, impact on view from another Lot or Lots, appropriateness of the proposed Structure or materials used therein. The Board's approval or disapproval of Plans shall be made within 45 days of submission of a complete set of plans, shall be in writing, and approval shall be evidenced by written endorsement on such Plans, one copy of which shall be delivered to the owner of the Lot upon which the Structure is to be Constructed. Except for violation of those restrictions specifically set forth in Sections 3.3 through 3.5, if the Board has not provided a Lot Owner with written notice



