

FILED FOR RECORD AT REQUEST OF

RECEIVED THIS DAY

WHEN RECORDED, RETURN TO:
Peter V. Gulick
200 Cascade Building
855 - 106th Avenue N.E.
Bellevue, WA 98004

FEB 4 12 02 PM '87
BY THE CLERK OF
RECORDS OF
KING COUNTY, WA

87/02/04 RECD F 22.00 #1131
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DECLARATION OF COVENANTS
FOR THE LAKES AT KENT

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CENTRON PROPERTIES CORPORATION, a Washington corporation, which acquired title as Arrow Development Corporation (herein referred to as Developer), is the owner of the real property situate in King County, Washington, which is encompassed by the plat of The Lakes at Kent, Division No. 1, as recorded in Volume 136 of Plats, pages 41 to 45, inclusive, records of King County, Washington, except for a portion thereof which is owned by SCHNEIDER HOMES, INC., a Washington corporation (herein called Schneider). Developer and Schneider desire to establish a plan of subdivision for the property encompassed by the Plat and for additional real property herein described and owned by Developer.

THEREFORE, Developer and Schneider do hereby declare and establish the following restrictions, covenants and easement appurtenant in order to implement the plan of private subdivision:

Section 1. Property Subject to Covenants. The real property which is now subjected to the provisions of these covenants is the real property encompassed by the plat of The Lakes at Kent, Division No. 1, as described above.

Section 2. Definitions. As used in this instrument:

(a) The word "Plat" refers to the plat of The Lakes at Kent, Division No. 1, described above and any other plat or plats, including short plats, covering all of the real property which may hereafter be made subject to the provisions

of this instrument by a written instrument signed by the Declarant, or its assignee, in accordance with the provisions of Section 10 below.

(b) The word "Lot" refers to a lot shown on any Plat defined hereby, but shall not include any parcel designated as a "Tract" on a Plat. "Lot" shall include any parcel of land which is separately subjected to this instrument without having been subdivided into two or more parcels by a plat recorded subsequent to recording this instrument.

(c) The words "Entire Proposed Development" refer to the following described real property situate in King County, Washington:

Those portions of Sections 14 and 15, Township 22 North, Range 4 East, W.M., and of the David A. Neely Donation Land Claim No. 37, all in King County, Washington, described as follows:

BEGINNING at the south quarter corner of said Section 14; thence S 88°59'16" E, along the south line thereof, 1,317.07 feet to the southeast corner of the southwest quarter of the southeast quarter thereof; thence N 00°52'51" E, along the east line of said subdivision, 1,322.30 feet to the northeast corner thereof; thence N 89°01'49" W, along the north line of said subdivision, 881.05 feet to an intersection with a line parallel with and 436.2 feet easterly, as measured at right angles, from the north-south centerline of said Section 14; thence N 00°52'22" E, along said parallel line, 903.78 feet; thence S 89°01'31" E 881.18 feet to the east line of the northwest quarter of the southeast quarter of said Section 14; thence N 00°52'51" E, along said east line, 418.60 feet to the east-west centerline of said Section 14; thence N 89°04'22" W, along said centerline, 1,317.44 feet to the center of said Section; thence N 00°52'22" E, along the north-south centerline thereof, 587.81 feet, more or less, to the southerly right-of-way margin of S. 228th Street; thence generally westerly, along said margin and the southerly right-of-way margin of Russell Road to the south line of the north 287.83 feet, as

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measured at right angles, of the south one-half of said David A. Neely Donation Land Claim No. 37, said 287.83 feet being equal to 310 feet as measured along the east side of road as described in deed recorded under King County Auditor's File No. 4017151; thence leaving said southerly right-of-way margin and running N 89°13'00" W, along said south line, 152.63 feet to the easterly bank of the Green River; thence generally southerly and southeasterly, along said easterly bank to a point on the south line of said Section 14; thence leaving said easterly bank and running S 89°05'32" E, along said south line, 968.18 feet to the POINT OF BEGINNING.

EXCEPT the south 30 feet thereof as conveyed to the City of Kent for street purposes by deeds recorded April 12, 1968, under King County Auditor's File Nos. 6332263 and 6332264.

The Entire Proposed Development includes the real property encompassed by the plat of The Lakes at Kent, Division No. 1.

(d) The words "Community Organization" refer to The Lakes at Kent Community Organization, a nonprofit corporation formed for the purpose of operating and maintaining certain properties which are within the Entire Proposed Development and which may be conveyed by the Developer to the Community Organization from time to time and providing other services which benefit the owners of properties within the Entire Proposed Development. Initially the properties to be conveyed to the Community Organization include Tracts "L-1" and "L-2", for the lake system, and Tract "A", for entry sign identification, of the Plat.

Section 3. The Lake. As a part of the plan of private subdivision of the Entire Proposed Development, Developer has constructed an artificial lake system with appurtenant drains, culverts, pumps, wells and other mechanical systems for the operation of the lake and its control and intends to construct additions thereto. The Developer shall cause the property upon which the lake may now or hereafter be located to be conveyed

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from time to time to the Community Organization. When the Developer causes such property to be identified in the conveyance as a part of the lake system, then such property shall be subject to the following covenants which shall be binding upon and inure to the benefit of the owners of real property which may now or hereafter be subjected to this instrument.

(a) The property so conveyed and identified shall be used for no other purpose than to maintain, replace, reconstruct and operate a lake system for the benefit of the real properties now and hereafter made subject to this instrument.

(b) The property so conveyed and identified shall be subject to the rights of the City of Kent to own, operate, control and maintain the outlet structure of the lake system into the Green River, the right of the City of Kent to regulate the water level in the lake system, the right to control the operation of all facilities which regulate the flow of water into and out of the lake system, including the pumps, wells, fountains, dams, channels, pipes, and outfall system, and thereby to control the level of the lake which may include the right to make sudden changes in the level of the lake, and the right of the City of Kent to use any of the property of the Community Organization for access and to exercise these rights. The rights referred to are established by these covenants, as evidenced on the face of the plat, for the deposit, transportation, storage and outletting of surface and storm water into, through and out of the lake system. Additional rights and obligations relating to the ownership, operation, control and maintenance of the lake system may be established by agreements with the City of Kent. These agreements may be made hereafter by the Developer on behalf of the Community Organization as the City of Kent deems necessary. The Developer reserves the right to make such additional agreements and to establish the rights and obligations thereunder as covenants

to run with those portions of the Entire Development which are now or hereafter conveyed to the Community Organization and otherwise constitute a part of the lake system.

8702041181 (c) Surface and storm water which may accumulate on all or any part of the real property which is now or hereafter made subject to this instrument or which is owned by the Developer in the Entire Proposed Development and which is in the process of development, any surface or storm water which may accumulate on any and all properties now or hereafter transferred by the Developer incident to development to the City of Kent, including rights of way and easements, and any surface or storm water which may now or hereafter be accumulated on or in any public street or public storm water drainage system may be discharged into the lake system.

(d) The City of Kent shall not be under any obligation to maintain the quality of the water now or hereafter introduced into or retained in the lake system; provided that nothing shall relieve or discharge the City of Kent from or on account of any liability because of the intentional or negligent discharge of any toxic waste into the lake system by any of its agents or employees acting within the scope of their authority or employment. Developer and the Community Organization agree to defend, indemnify, and hold harmless the City of Kent from any and all third-party claims, demands, actions, injuries, losses, damages, costs or liabilities of any kind or amount whatsoever, whether known or unknown, foreseen or unforeseen, fixed or contingent, liquidated or unliquidated, arising by reason of the discharge of any toxic waste, hazardous waste, or other contaminant into the lake system by reason of any proven act or omission of Developer or the Community Organization; provided that this indemnification shall not apply to final judgments against the City of Kent arising out of actual determination by a finder of fact that monetary damages suffered by a third party were actually and

approximately caused by the intentional tortious acts of the City of Kent, its officers, officials, or agents, or by the negligence solely on the part of the City of Kent, its employees, officials, or agents.

(e) The owners of real property subjected to this instrument, and their respective tenants, guests and invitees may use the surface of the lake and the surrounding banks now or hereafter conveyed to and owned by the Community Organization for recreational purposes. Such use shall be subject to such rules and regulations as may be adopted from time to time by the directors of the Community Organization as such directors deem appropriate in their discretion for the protection of the lake system and appurtenances and the safety and welfare of the persons entitled to such use. Any person or party entitled to use the lake system for recreational purposes shall comply with the rules and regulations so adopted. If any such person or party shall fail to comply with such rules and regulations, then in addition to any other right or remedy which may exist for such failure, the Community Organization may terminate such person's or persons' right to use of the lake system for recreational purposes by appropriate action.

Section 4. Other Properties. The Developer shall have the right but not the obligation to convey to the Community Organization such other property or interests in properties in the Entire Proposed Development as the Developer deems appropriate for the purpose of providing recreation areas, private roadways, storm water drainage, open spaces and other such facilities for the benefit of all or any portion of the Entire Proposed Development, all as may be designated specifically by the Developer in the conveyance.

Section 5. Maintenance Obligations. In consideration of the properties and benefits conferred upon the Community Organization under this instrument and the conveyances which may now or hereafter be made to the Community Organization by

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the Developer or its assigns, the Community Organization hereby covenants and agrees that it shall provide the following:

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(a) Except to the extent that the City of Kent, or its successor municipal organization, may assume the obligation of operation and maintenance of any of the appurtenances to the lake system, the Community Organization shall maintain in good order and repair and operate the lake system together with all drains, wells, pumps and other appurtenances to the system as may be required by the City of Kent. The duty and obligation to maintain the lake system shall include, without limitation, the installation and construction of any facilities for treatment of water in or discharged from or into the lake system, as such facilities are required by any governmental agency having jurisdiction, and to correct any deficiency or defect in the design of the lake system, and its appurtenances by installation or construction of corrective measures regardless of whether the City of Kent or its successors may have assumed the operation of the part of the lake system involved. All of the foregoing shall be at the cost of the Association, and the City of Kent shall have no liability with respect to such costs. Nothing in this instrument shall be construed to impose any such obligation of operation or maintenance upon the City of Kent or its successor.

(b) The Community Organization shall maintain, repair, replace and reconstruct any private road, storm drain system and recreation areas which may be located in any easement or real property conveyed to the Community Organization.

(c) The Community Organization shall maintain, replace and irrigate all landscaping located in the medians of all public roads and along all public sidewalk easements located within the portions of the Entire Proposed Development made subject to this instrument. These provisions are subject to the rights of the City of Kent as set forth in Section 12 below.

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- 7 -

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(d) The Community Organization shall have the right, but shall not have the obligation, to maintain the public park areas which are within the Entire Proposed Development and along the Green River, including the historic Neely Residence and the public grounds adjacent thereto. Nothing contained herein shall limit the right of the Community Organization from providing such other services as it may deem appropriate consistent with its power and authority.

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Section 6. Maintenance of Limited Facilities. If the use of any facilities such as private road, storm drain system, or recreational facility conveyed by the Developer to the Community Organization, is limited by the Developer to portions of the Entire Proposed Development, then in the conveyance or in the declaration referred to in Section 10 the Developer may provide that the maintenance, operation, repair, replacement and improvement of such facilities (herein referred to as Limited Use Facilities) shall be borne by the memberships in the Community Organization appurtenant to the portions of the Entire Proposed Development to which Developer shall have granted the right to use. In such event, then the right to use the particular Limited Use Facilities shall be restricted to the persons or parties as described in the conveyance or in the declaration therefor and the costs of maintenance, operation, repair, replacement and improvement of those Limited Use Facilities shall not be borne by or paid from assessments or charges levied upon memberships in the Community Organization appurtenant to Lots, the owners and residents of which shall have no right of use. Such cost shall be borne by the memberships in the Community Organization appurtenant to Lots, the owners and residents of which shall have the right of use of those Limited Use Facilities, in accordance with the provisions of the conveyance or declaration. Absent a restriction of use in the conveyance or declaration, all facilities conveyed to the Community Organization shall be held

by it for the benefit of all of the holders of its memberships, and the cost of maintenance thereof shall be allocated among all of the memberships as herein provided.

Section 7. Community Organization Membership. The Entire Proposed Development is subject to a Master Plan Condition as recorded under King County Recording No. B111020546 which is referred to as the Master Plan. Under the Master Plan a maximum of 2,915 attached and detached residential units may be developed on the Entire Proposed Development. Such maximum number of units may be allocated over the Entire Proposed Development in accordance with the density shown on the Site Plan attached to the Master Plan. There shall be no more than 2,915 memberships in the Community Organization. Memberships in the Community Organization shall be allocated by the Developer as nearly as possible to each Lot consistent with the number of living units that are allocated to each Lot under the Master Plan. For the plat of The Lakes at Kent, Division No. 1, memberships shall be allocated to the various Lots in that plat as follows:

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<u>Lot Number</u>	<u>Number of Memberships</u>
1	30
2	32
3	26
4	31
5	46
6	160
7	144

By instruments placed of public record in King County, the Developer shall allocate memberships to each Lot which may

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hereafter be subjected to this instrument. If the Developer fails to make such allocation with respect to any Lot within 30 days after notice is given to Developer by the Community Organization, then the directors of the Community Organization may make the allocation consistent with the plan herein stated by placing of public record in King County a statement executed by the president and secretary of the Community Organization setting forth the allocation made. If a Lot is fully improved with residential buildings, then the allocation shall be made to that Lot by the Community Organization on the basis of the actual number of living units constructed on the Lot. The total number of memberships allocated to the Lots by the Developer, or by the Community Organization on failure of the Developer to allocate, may be less than the maximum number of memberships permitted hereby. When memberships have been allocated to all Lots which may be subjected to this instrument, the total maximum number of memberships in the Community Organization shall be the total memberships so allocated. The holders of (a) the fee title of each Lot or portions thereof, which is not subject to a recorded contract for purchase and sale of the Lot or portions thereof and (b) the vendee's interest under a recorded contract for purchase and sale of the Lot or portions thereof shall, as a group, hold the memberships in the Community Organization allocated to that Lot unless the Lot or any portion of the Lot has been subjected to condominium ownership under the provisions of RCW 64.32 of the Horizontal Property Regimes Act, as amended, or under similar subsequent legislation creating condominium ownership. If any Lot or any portion of a Lot has been subjected to condominium ownership, then the memberships which would otherwise be held by the fee title holders or vendees of the apartments, shall be held as

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common property of the condominium and the rights and privileges of membership shall be exercised by the officers of the association of apartment owners for such association. Such memberships shall be appurtenant to and not severable from such fee ownership, vendee's interest or common property of a condominium and the memberships appurtenant to fee title or vendee's interests or to common condominium property shall transfer with such interests without further action on the part of the Community Organization or its several members. Memberships 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 8. Lien. In order to provide for the proper operation of the Community Organization, the performance of its obligations of maintenance herein contained and the maintenance and improvement of any property which the Community Organization acquires for the benefit of owners of Lots:

(a) With respect to Lots or portions of a Lot not subjected to condominium ownership, each grantee and vendee of any portion of a Lot, their heirs, successors and assigns shall and do, by the act of accepting a deed or entering into a contract of sale as vendee, jointly and severally agree that they and each of them shall accept and hold membership in of the Community Organization 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 the holders of memberships in the Community Organization; and

(b) With respect to Lots or portions of a Lot which have been subjected to condominium ownership each person or party who acquires an interest in such Lot or portions of a Lot including the interest in the condominium, their heirs,

successors and assigns, shall and do, by the act of accepting such interest, jointly and severally agree that the association of apartment owners of the condominium shall hold the appurtenant memberships in the Community Organization as common property and that the dues and charges levied according to the Articles of Incorporation and Bylaws of the Community Organization against such memberships shall be paid as a common maintenance expense of the condominium.

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In the event that any such dues or charges remain unpaid to the Community Organization for a period of sixty 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 or portion thereof to which the memberships are 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 attorney's fees as herein provided. From and after recording such notice, and not prior to such recording, the Lot or portion thereof to which the memberships are appurtenant shall be subject to a lien to the Community Organization as security for all unpaid dues and charges in the amount designated therein with interest and attorneys' fees, together with all future unpaid dues and charges accrued until the lien arising because of the notice is released by the Community Organization. The enforcement of the lien claimed against any property which is subject to condominium ownership shall be only against the interest of the apartment owners in proportion to their respective interests in the common areas and facilities. 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

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release the lien arising because of the notice but not rights under this Section 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 or portion thereof pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien against the Lot or portion thereof 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 or portion thereof 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 insured by The Federal Housing Administration as agencies of the United States government. Notwithstanding any provision of this paragraph appearing to the contrary, in the event that the lien shall attach to a Lot or portion thereof subject to condominium ownership, then the lien may be discharged by each apartment owner from such owner's apartment in the condominium by the payment of the amount secured by the lien multiplied by the percentage of interest of the apartment in the appurtenant common areas and facilities.

(c) Nothing contained in Section 8 shall in any way supersede any municipal lien imposed by the City of Kent pursuant to its combined sewerage system enacted pursuant to RCW 35.67.331 relating to water, sewerage, garbage and drainage facilities.

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Section 9. Unequal Dues and Charges. The Community Organization may levy different amounts of dues and charges against its various memberships to reflect variations in the Community Organization's obligation to maintain facilities for the benefit and use of the holders of its various memberships. The allocation of dues and charges by the directors of the Community Organization shall be binding upon all interested parties, provided that dues and charges payable by each membership appurtenant to Lots whose owners and residents have the right to use all of the same facilities shall be equal.

Section 10. Additional Property. Developer shall have the right to subject additional parts of the real property within the Entire Proposed Development described above to the provisions of this instrument from time to time as a part of the plan of subdivision by recording a declaration signed by the Developer expressly setting forth the intent of Developer to subject such part or parts to the provisions hereof. Developer may assign its rights and authority to subject additional parts of the Entire Proposed Development to this instrument but only by a written instrument which contains an express reference to this instrument. Such an assignment shall be made only to parties who shall have acquired a portion or portions of the Entire Proposed Development which have not been subjected to the provisions of this instrument at the time of acquisition. Such assignment shall transfer to the assignee the Developer's rights under this instrument but only insofar as such rights are applicable to the portion or portions of the Entire Proposed Development acquired by the assignee.

✓ Section 11. Amendment. Except as elsewhere provided, the provisions hereof may be amended and changed by the written consent of the holders of not less than sixty (60%) of all of the memberships in the Community Organization. For the purpose

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of amendment consent to an amendment by the holder of a membership shall be binding upon the holder of the membership and any successors thereto 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. The determination by the Community Organization that a sufficient number of consents has been given shall be conclusive, and the amendment 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 12. Rights of the City of Kent. In order to assure the proper operation and maintenance of the lake system and irrigation of median and sidewalk landscaping, the City of Kent shall have the right as provided below, but not the obligation, to maintain and operate all or any part of the lake system as elsewhere herein provided for and to irrigate median and sidewalk landscaping, if the Community Organization shall fail to operate and maintain the lake system or irrigate such landscaping and such failure continues for more than 10 days after written notice of the failure is mailed to or served upon the registered agent for the Community Organization. However, no notice shall be required in the event that the City of Kent shall determine that an emergency situation exists in which damage to person or property may result if the situation is not remedied prior to the time required for notice. If the City of Kent shall exercise its rights under this paragraph, then the Community Organization shall on demand reimburse the City of Kent for all reasonable and necessary expenses incurred incident thereto, including all legal costs and attorneys' fees and

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reasonable administrative costs, and the City of Kent shall have the right and is hereby given the power and authority acting in the name of the Community Organization to exercise and enforce on behalf of the Community Organization at its cost its rights to assess dues and charges for such costs and to enforce its lien right for such assessments, dues and charges as herein provided. This paragraph may not be amended without the consent of the City of Kent. If the Developer or the Community Organization fails or refuses to perform any lake system maintenance or repairs as requested in writing by the City of Kent, the City, including any agents and officers and employees, are authorized to enter the property owned by either or both the Developer and the Community Organization and undertake to the City's satisfaction any and all needed maintenance and repairs to the lake system, including drains, wells, pumps, and other appurtenances, subject further to the right of the City of Kent to impose materialmans and/or laborers liens and foreclose upon any and all properties owned by Developer or the Community Organization, and/or at the City's option impose charges upon such properties through billed combined sewerage system utility fees and charge to any and all properties which the City of Kent determines to be benefitted in accordance with the ordinances of the City of Kent. The City of Kent shall also be permitted to collect the costs of administration and enforcement through the foregoing lien attachment and collection process as is permitted under RCW Chapter 35.67. The Developer and the Community Organization agree to defend, indemnify and hold harmless the City of Kent for any and all third-party claims, demands, actions, injuries, losses, damages, costs of liabilities of any kind or amount whatsoever, whether known or unknown, foreseen or unforeseen, fixed or contingent, liquidated or unliquidated,

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arising by reason of any actual or alleged defect in design of the lake system; provided that indemnification shall not apply to final judgments against the City of Kent arising out of actual determination by a finder of fact that monetary damages suffered by a third party were actually and approximately caused by the intentional tortious acts of the City of Kent, its officers, officials or agents, or by the negligence solely or on the part of the City of Kent, its employees, officials or agents.

EXECUTED this 11th, day of December, 1986.

CENTRON PROPERTIES CORPORATION

By

[Signature]

SCHNEIDER HOMES, INC.

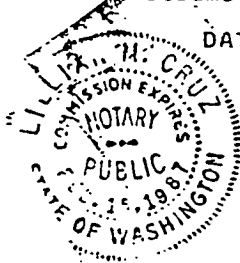
By

[Signature]

STATE OF WASHINGTON
COUNTY OF KING

I certify that I know or have satisfactory evidence that James H. Surmeier signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Chairman of the Board of CENTRON PROPERTIES CORPORATION to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: December 11, 1986.



William M. Cruz
Notary Public
My appointment expires: 2-15-87

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- 17 -

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STATE OF WASHINGTON
COUNTY OF KING

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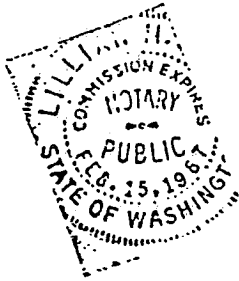
I certify that I know or have satisfactory evidence that Gerald F. Schneider signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of SCHNEIDER HOMES, INC. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: December 11, 1986.

Lillian M. Cross

Notary Public

My appointment expires: 2-15-87



RETURN TO:

Peter V. Gulick
855 - 106th Ave. N.E., Rm. 200
Bellevue, WA 98004

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FEB 11 1987
CRS/SL

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7.00
4447.00

DECLARATION OF COVENANTS AND EASEMENTS
FOR THE LAKES FOR SHORT PLAT, DIVISION NO. 2

CENTRON PROPERTIES CORPORATION, A Washington corporation, which acquired title as Arrow Development Corporation (herein referred to as Developer) is the owner and subdivider of the real property which is short platted as The Lakes Short Plat, Division No. 2, according to the short plat recorded under King County Recording No. 8706041575 (herein referred to as the Short Plat). Developer caused that certain Declaration of Covenants for the Lakes at Kent, dated December 11, 1986, to be recorded under King County Recording No. 8702041181 (herein called the Declaration) The Declaration provides that the Declaration may be made applicable to additional real property as therein stated. Developer desires to subject to the Declaration the real property which has been short platted by the Short Plat.

NOW, THEREFORE, Centron Properties Corporation, as the Developer, hereby declares as follows:

1. The real property encompassed by and described in the Short Plat shall be and hereby is made subject to all of the restrictions, covenants, easements and provisions of the Declaration, which by this reference is incorporated herein as though fully set forth. The following provisions of this instrument shall be in furtherance of the plans of subdivision and the provisions of the Declaration applicable to such real property and not by way of limitation thereof. In the event of any conflict of terms, inconsistency, or omission of requirements in Short Plat Division #2 as compared with the Declaration, the Declaration shall control and is supplemental to any omitted requirements in Short Plat Division #2.

2. As more particularly set forth in the Declaration, Tract "L-3" of the Short Plat is subject to the rights of the City of Kent to utilize this Tract for storm surface water and the right of the City of Kent to enter upon the Tract to repair, maintain, alter, reconstruct and operate the lake and appurtenances located on such Tract and other adjacent properties as provided and described more fully in the Declaration.

3. In accordance with the provisions of Section 7 of the Declaration, the Developer hereby allocates memberships in the Community Organization as defined in the Declaration to the various lots in the Short Plat as follows:

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<u>Lot Number</u>	<u>Number of Memberships</u>
1	110
2	96
3	193
4	197

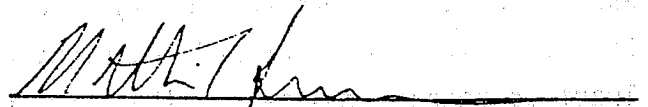
4. The 30-foot access easement across Lot 2 and Tract "L-3" of the Short Plat from Lakeside Boulevard East to Lot 1 of the Short Plat is hereby declared to be a private nonexclusive easement for the purpose of ingress, egress and utilities for the benefit of Lot 1 of the Short Plat. The cost of maintaining, repairing and reconstructing road improvements, if any are located in such easement, shall be borne by the respective owners of Lot 1 and Lot 2 of the Short Plat in proportion to the number of apartment-living units constructed upon each such lot.

5. The provisions hereof and the covenants, restrictions, easements, rights, liens, encumbrances and other provisions of the Declaration shall be covenants running with all parts of the land short platted by the Short Plat and be binding upon the parties to this Declaration and their heirs, assigns, personal representatives and successors in interest. Acceptance of an interest in or to any portion of the real property short platted by the Short Plat constitutes an agreement by any person, firm or corporation that they and each of them are bound by and subject to the provisions hereof and of the Declaration.

DATED: ¹⁹⁸⁷ March 4, 1987

CENTRON PROPERTIES CORPORATION

By



President

STATE OF WASHINGTON
COUNTY OF KING

I certify that I know or have satisfactory evidence that WILLIAM C. SUMMERS signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of CENTRON PROPERTIES CORPORATION to be the free and voluntary act of such party for the used and purposes mentioned in the instrument.

DATED: March 4, 1987.
MA-

William C. Summers
Notary Public
My appointment expires: 4-1-87

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WHEN RECORDED, RETURN TO:
Peter V. Gulick
200 Cascade Building
855 - 106th Avenue N.E.
Bellevue, WA 98004

NO SALES TAX
AFF No. **E0945438**
JUN 4
OFFICE OF THE COMPTROLLER
King County, Washington
By _____ Deputy

JUN 11 4 17-11 PM '97

RECEIVED KING COUNTY

QUIT CLAIM DEED

8706041595

The Grantor, CENTRON PROPERTIES CORPORATION, which acquired title as Arrow Development Corporation, a Washington corporation, in consideration of One Dollar and other considerations in hand paid conveys and quit claims unto THE LAKES AT KENT COMMUNITY ORGANIZATION, a nonprofit Washington corporation, the following described real property situate in King County, Washington, together with any interest therein which the Grantor may hereafter acquire:

Tract "L-3" The Lakes Short Plat, Division No. 2, according to the short plat recorded under King County Recording No. 8706041575.

Tract "L-3" is hereby identified as a part of the lake system as referred to in the Declaration of Covenants for The Lakes At Kent, as recorded under King County Recording No. 8702041181.

Grantor reserves the right to enter onto any part of the described real property in order to operate facilities and improvements located thereon, to make additional improvements thereto and to maintain, repair, reconstruct and replace any facilities and improvements now or hereafter located thereon, provided that any improvements made to the property shall not

interfere with or be inconsistent with the provisions of and interest of the above mentioned Declaration of Covenants for The Lakes At Kent.

Grantor further reserves an easement for ingress, egress and utilities for the benefit of Lot 1 of The Lakes Short Plat, Division No. 2, which easement is over, across and under the following described portion of Tract "L-3":

A strip of land 30.00 feet in width having 15.00 feet on each side of the following described centerline:

Beginning at a point on the north line of Tract "L-3" of said short plat which is S 89°04'02" E 98.89 feet from the northwest corner of said Tract "L-3"; thence S 11°30'00" E 47.54 feet, more or less, to the north line of Lot 1 of said short plat and the terminus of the herein described centerline.

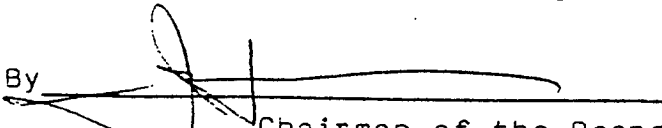
The sidelines of said easement are extended northerly and southerly to the north line of said Tract "L-3" and the north line of said Lot 1, respectively.

In the exercise of these reserved easement rights, provision shall be made for the circulation of water through suitable culverts or under a bridge for the lake system constructed in Tract "L-3." The cost of maintaining, repairing and replacing any improvements placed in this easement shall be borne by the owners of said Lot 1.

DATED: May 8, 1987.

CENTRON PROPERTIES CORPORATION

By


Chairman of the Board

STATE OF WASHINGTON
COUNTY OF KING

I certify that I know or have satisfactory evidence that JAMES W. SUMMERS signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Chairman of the Board of CENTRON PROPERTIES CORPORATION to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: May 8, 1987.

Patricia H. Coleman
Notary Public
My appointment expires: 9-1-88

8706041595

WHEN RECORDED, RETURN TO:

Peter V. Gulick
200 Cascade Building
855 - 106th Avenue N.E.
Bellevue, WA 98004

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NOTICE OF FIRST AMENDMENT TO
DECLARATION OF COVENANTS FOR
THE LAKES AT KENT

WHEREAS a certain Declaration of Covenants for The Lake At Kent has been recorded under King County Recording No. 8702041181 (herein referred to as the Original Declaration) and the application of the Original Declaration has been expanded by the Declaration of Covenants and Easements for The Lakes Short Plat, Division No. 2, as recorded under King County Recording No. 8706041594. The Original Declaration, as expanded, is herein referred to as the Expanded Declaration.

Pursuant to Section 11 of the Original Declaration, the Expanded Declaration may be amended by consent of the holders of not less than sixty percent (60%) of all of the memberships in The Lakes At Kent Community Organization (the Community Organization). As provided in Section 11, the Community Organization has determined that a sufficient number of consents have been given.

NOW, THEREFORE, in accordance with such Section 11, the Community Organization makes this Notice of First Amendment as follows:

1. The requisite consent for this Amendment as provided for in Section 11 of the Original Declaration has been obtained.
2. The Amendment is set forth as follows:
 - (a) Section 9 as set forth in the Original Declaration shall be and hereby is amended to add the following at

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the end of said Section 9:

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The lakes, such water facilities (connected with the City of Kent water system) as may be owned by the Community Organization, as needed to maintain the Tract "L-1" of The Lakes At Kent, Division No. 1, according to the plat recorded at Volume 136 of Plats, pages 41 to 45, records of King County, Washington, and Tract "L-3" of The Lakes Short Plat, Division No. 2, according to the short plat recorded under King County Recording No. 8706041575, lakes (the "Existing Lakes") at their 24-foot design level (the "Lake Refreshment Water"), wells, transmission lines, outflow pipes and pump, access roads (which have not been dedicated as public streets) for the Entire Proposed Development (other than roads located entirely within a lot or lots in common ownership or comprising a single developed apartment or condominium complex or other project or which are solely for the use in connection therewith) and the main entry area for the Entire Proposed Development (i) shall not be subject to unequal dues; and (ii) shall be maintained, repaired and improved at the sole cost and expense of the Community Organization. The Community Organization shall purchase from the City of Kent, if available, the Lake Refreshment Water as needed to maintain the Tract L-1 and L-3 lakes at their 24-foot design level and shall pay the costs of maintaining the water connection therefor with the City of Kent, and the costs shall not be subject to unequal dues. The preceding two sentences cannot be amended without the consent of each holder of one hundred (100) or more memberships in the Community Organization, notwithstanding the provisions of paragraph 11 below.

(b) Since Lot 5 of the plat of The Lakes At Kent, Division No. 1, has been eliminated and entirely encompassed by Lot 2 of the plat of The Lakes Short Plat, Division No. 2, by virtue of a lot line adjustment to such lots made by the City of Kent, Section 7 as set forth in the Original Declaration shall be and hereby is amended to delete the allocation of any membership in the Community Organization to Lot 5 of the Plat of The Lakes At Kent, Division No. 1.

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(c) Paragraph 3 as set forth in the Declaration of Covenants and Easements for The Lakes for Short Plat, Division No. 2, recorded under King County Recording No. 8706041594 shall be and hereby is amended to reflect the actual number of living units constructed on Lot 1 and Lot 2 of such Short Plat, as Lot 2 has been modified by the above-mentioned lot line adjustment, and to provide that (a) 108 memberships in the Community Organization are allocated to such Lot 1 and (b) 146 memberships in the Community Organization are allocated to such Lot 2 as modified by the lot line adjustment to include all of Lot 5 of the plat of the Lakes At Kent, Division No. 1.

3. In all other respects, except as amended hereby, the Expanded Declaration is hereby ratified, confirmed and approved.

DATED: March 31, 1989.

THE LAKES AT KENT
COMMUNITY ORGANIZATION

By *[Signature]*
Patrick J. Welton, President

By *[Signature]*
Darrell F. Fischer, Secretary

STATE OF WASHINGTON
COUNTY OF KING

I certify that I know or have satisfactory evidence that PATRICK J. WELTON and DARRELL F. FISCHER are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the President and Secretary, respectively, of THE LAKES AT KENT COMMUNITY ORGANIZATION to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: March 31, 1989.

[Signature]
Notary Public

My appointment expires: 2/1/1990

WHEN RECORDED RETURN TO:

Peter V. Gulick, P.S.
200 Cascade Building
888 - 106th Avenue, N.E.
Bellevue, WA 98004

89/03/31 #1240 E
RECD F 11.00
CASHSL ***11.00
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AGREEMENT CONCERNING
UNDEVELOPED PROPERTY

CENTRON PROPERTIES CORPORATION, a Washington corporation (herein called Centron) was the owner of the real property situated in King County, Washington known as The Lakes and generally described on the Master Plan dated April 3, 1987 (herein referred to as the Entire Proposed Development). Centron was the owner of the real property located in King County, Washington commonly known as The Lakes, a portion which has been developed and sold (including the Island Park at the Lakes parcels referred to below). The remainder of The Lakes that is still owned by Centron is described on Exhibit A attached hereto and incorporated herein (the "Undeveloped Property") and is subject to the covenants contained herein.

This Agreement Concerning Undeveloped Property consists of certain covenants made by Centron solely and exclusively for the benefit of property located in King County, Washington commonly known as the Island Park at the Lakes and more particularly described in Exhibit B attached hereto and incorporated herein ("Island Park"). No real property other than Island Park is intended or shall be deemed to be benefited hereby, nor shall the owner of any such real property have any rights, direct, indirect, or derivative, hereunder.

Incident to the development of the Lakes project, Centron has organized THE LAKES AT KENT COMMUNITY ORGANIZATION, a Washington nonprofit corporation (herein referred to as the Community Organization). Centron has conveyed certain properties and rights to the Community Organization for the benefit of the portions of the Entire Proposed Development that have been developed and that will be developed. In addition, Centron has subjected the currently developed portions of th Entire Proposed Development to certain Declaration Of Covenants For The Lakes At Kent as recorded under King County Recording No. 8702041181 and Declaration Of Covenants And Easements For The Lakes For Short Plat Division No. 2, as recorded under King County Recording No. 8706041594 and the Agreement Concerning Assessments, as recorded under King County Recording No. 8712311322 (these instruments herein referred to as the Declaration). Centron has reserved the

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right to subject additional lands within the Entire Proposed Development to the Declaration and has provided for the maintenance of properties by the Community Organization and a method of assessment of dues and charges against properties made subject to the Declaration to pay for the costs of operation, the maintenance, repair and improvement of those properties. In order to facilitate the foregoing objectives and obligations, Centron agrees as follows:

1. Centron shall use its best efforts to minimize water run-off from future construction within the Entire Proposed Development into the existing manmade lakes.
2. Any improvements which Centron conveys to the Community Organization shall be substantially completed at time of such conveyance. In addition, Centron warrants to the Community Organization that such improvements (or any improvements or work undertaken by Centron on property owned by the Community Organization) will be free of workmanship and materials defects for a period of one (1) year following such conveyance (or, in the case of improvements or work by Centron on property owned by the Community Organization for a period of one (1) year following the substantial completion of such work). If written notice of any such defects is given Centron within thirty (30) days following the discovery within such one (1) year period of such defect then Centron shall immediately commence and diligently prosecute the repair of said defects.
3. Within (a) thirty (30) days of the date hereof, Centron shall at its sole cost and expense apply for and obtain a water permit from the City of Kent, and (b) within ninety (90) days from the date hereof Centron shall at its sole cost and expense connect with the City of Kent water system (including without limitation obtaining any necessary easements in connection therewith). Such water permit and connection shall permit the Community Organization to purchase water from the City of Kent in an amount sufficient to produce a flow of 110 gallons per minute (the "Required Flow Capacity") for use in maintaining Tracts L-1* and L-3** (the "Existing Lakes") at the 24-foot design level through the period of May through September.
4. Centron shall at its sole cost and expense promptly commence and diligently prosecute the reopening and testing of the original existing well (the "Original Well") which was drilled pursuant to Application to

*as shown on the Lakes at Kent Division No. 1

**as shown on the Lakes Short Plat Division No. 2

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8. Centron shall design and maintain lakes to be built in the future in the Undeveloped Property in such a manner that a water level at the 24-foot design elevation is maintained, and shall be maintained, in the existing lakes. Centron shall use its best efforts to so design and maintain such future lakes so that (a) any water costs to the Community Organization from the City of Kent are minimized, and (b) their design level can be maintained from a dependable source of water.
9. If a lake outflow pump is required, Centron will, at its sole costs and expense, install the same.
10. Nothing contained herein is intended to amend, nor shall be deemed to amend, the Declaration.
11. The Undeveloped property shall be released from and no longer be subject to individual covenants contained herein immediately upon the complete performance of each covenant.
12. Portions of the Undeveloped Property upon which all improvements have been substantially completed and which are sold to third-party, independent purchasers by deed or transfer of partnership interests shall be released from, shall not be subject to, and shall be conveyed free and clear of, this Agreement and the covenants contained herein.
13. Any remaining Undeveloped Property shall be released from and no longer be subject to this Agreement upon completion of The Lakes project in accordance with the Master Plan dated April 3, 1987 approved by the City of Kent.
14. Any release under Paragraphs 11 through 13 above (a "Release") shall be deemed to have occurred and shall be effective automatically upon satisfaction of the conditions to such Release set forth in said Paragraphs; provided, that Centron shall have the right, without in any manner limiting the timing or effectiveness of a Release, to file of record a written instrument evidencing such Release at any time following full satisfaction of all conditions to such Release, in form and content acceptable to Centron in its discretion, and the then-owner of Island Park shall be obligated, at Centron's request, to execute any such instrument in proper form for recording.
15. Notwithstanding anything in Paragraphs 11 through 14 above to the contrary, the personal obligation of Centron to perform the covenants contained herein shall

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Appropriate Public Waters No. G1-25102 dated September 22, 1987. Centron shall conduct water quality tests on the water from such well (including without limitation tests for all pollutants) at least as extensive as the tests conducted by Golder Associates on the most recent well on the Undeveloped Property (the "Required Tests"). If the Original Well is, in Centron's judgment, of sufficient capacity and water quality, Centron shall use its best efforts to complete the permit and certification procedure of the State of Washington.

5. If the Original Existing Well does not produce the Required Flow Capacity or water quality, Centron shall at its sole cost and expense drill additional wells and conduct the Required Tests on the water therefrom (up to a maximum of two additional wells) until there exist well(s) producing water of suitable quality at the Required Flow Capacity. Centron shall at its sole cost and expense apply for and use its best efforts to obtain permits and certificates for such wells in accordance with the procedures of the State of Washington.
6. Water from all wells drilled pursuant to Paragraphs 4 and 5 above or any other wells drilled on the Undeveloped Property, up to the Required Flow Capacity, shall first be used to maintain the Existing Lakes at the 24-foot design level, and any conveyance of such wells to the Community Organization shall so provide.
7. Centron shall, as soon as reasonably practical after completion of each well referred to in Paragraphs 4 and 5 above (including the issuance of permits and certificates), but in no event later than one hundred twenty (120) days after the date of such completion (a) complete a transmission line from such well to the Existing Lakes and a pump at the well, both sufficient to transmit the water generated by the well to the Existing Lakes, (b) either (i) provide a perpetual easement for the benefit of the Community Organization covering such well and transmission line or (ii) provide a surveyed property description for such well and transmission line and (c) convey the easement rights or deed interest covering such well and transmission line to the Community Organization. Within one hundred twenty (120) days after the date hereof, Centron shall provide a perpetual easement or convey the outflow pipe for the Existing Lakes to the Community Organization, as provided in the preceding sentence. Centron shall not convey the easement rights or deed interest as "Limited Use Facilities" (as defined in the Declaration).

not be terminated upon or otherwise affected by the release of any or all of the Undeveloped Property from this Agreement.

CENTRON PROPERTIES CORPORATION,
A Washington Corporation

By: *William C. Summers*
William C. Summers, its President

By: _____
Paul K. Summers, its Secretary

DATED: MARCH 31, 1989

STATE OF WASHINGTON
COUNTY OF KING

I certify that I know or have satisfactory evidence that WILLIAM C. SUMMERS and ~~PAUL K. SUMMERS~~ signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the President ~~and Secretary, respectively,~~ of Centron Properties Corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: March 30th, 1989

L Ann Maxwell
Notary Public for State of Washington
Residing in Seattle
My appointment expires: 4/17/90

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EXHIBIT A

Those portions of Sections 14 and 15, Township 22 North, Range 4 East, W.M., and of the David A. Neely Donation Land Claim No. 37, all in King County, Washington, described as follows:

Beginning at the south quarter corner of said Section 14;
thence south 88°59'16" east, along the south line thereof, 1,317.07 feet to the southeast corner of the southwest quarter of the southeast quarter thereof;
thence north 00°52'51" east, along the east line of said subdivision, 1,322.30 feet to the northeast corner thereof;
thence north 89°01'49" west, along the north line of said subdivision, 881.05 feet to an intersection with a line parallel with and 436.2 feet easterly, as measured at right angles, from the north-south centerline of said Section 14;
thence north 00°52'22" east, along said parallel line, 903.78 feet;
thence south 89°01'31" east 881.18 feet to the east line of the northwest quarter of the southeast quarter of said Section 14;
thence north 00°52'51" east, along said east line, 418.60 feet to the east-west centerline of said Section 14;
thence north 89°04'22" west, along said centerline, 1,317.44 feet to the center of said section;
thence north 00°52'22" east, along the north-south centerline thereof, 587.81 feet, more or less, to the southerly right-of-way margin of South 228th Street;
thence generally westerly, along said margin and the southerly right-of-way margin of Russell Road to the south line of the north 287.83 feet, as measured at right angles, of the south one-half of said David A. Neely Donation Land Claim No. 37, said 287.83 feet being equal to 310 feet as measured along the east side of road as described in deed recorded under King County Auditor's File No. 4017151;
thence leaving said southerly right-of-way margin and running north 89°13'00" west, along said south line, 152.63 feet to the easterly bank of the Green River;
thence generally southerly and southeasterly, along said easterly bank to a point on the south line of said Section 14;
thence leaving said easterly bank and running south 89°05'32" east, along said south line, 968.18 feet to the point of beginning;
EXCEPT the south 30 feet thereof as conveyed to the City of Kent for street purposes by deeds recorded April 12, 1968, under King County Auditor's File No. 6332263 and 6332264;
AND EXCEPT any and all portions thereof conveyed by Centron Properties Corporation, its successors and/or assigns, to any third party prior to the date of the instrument to which this legal description is attached.

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EXHIBIT B

All that real property situated in the county of King, state of Washington, and described as follows:

Lots 1 and 2, The Lakes Short Plat, Division Number 2, City of Kent Short Plat Number SP-86-13 recorded under King County Recording Number 8706041575, being a portion of the south half of Section 14, Township 22 North, Range 4 East, W.M., in King County, Washington, and of the David A. Neely Donation Land Claim No. 37, all in King County, Washington;

TOGETHER WITH an easement for ingress, egress and utilities for the benefit of Lot 1, The Lakes Short Plat Division No. 2, which easement is over, across and under the following described portion of Tract "L-3":

A strip of land 30.00 feet in width having 15.00 feet on each side of the following described centerline:

Beginning at a point on the north line of Tract "L-3" of said short plat which is south 89° 04' 02" east 98.89 feet from the northwest corner of said Tract "L-3"; thence south 11° 30' 00" east 47.54 feet, more or less, to the north line of Lot 1 of said short plat and the terminus of the herein described centerline;

The sidelines of said easement are extended northerly and southerly to the north line of said Tract "L-3" and the north line of said Lot 1, respectively, as disclosed by Quit Claim Deed recorded under recording Number 8706041595;

AND TOGETHER WITH the 30 foot access easement across Lot 2 and Tract "L-3" of the Short Plat for Lakeside Boulevard East to Lot 1 of the Short Plat is hereby declared to be a private nonexclusive easement for the purpose of ingress, egress and utilities for the benefit of Lot 1 of the Short Plat. As disclosed by Declaration of Covenants and easements recorded under Recording Number 8706041594;

AND

Lot 5, The Lakes at Kent, Division 1, according to the plat thereof recorded in Volume 136 of Plats, pages 41 through 45, inclusive, in King County, Washington.

8903311240

WHEN RECORDED RETURN TO:

Peter V. Gulick, P. S.
200 Cascade Building
855-106th Avenue N.E.
Bellevue, WA 98004

87/12/31 #1322
RECD F 12.00
CRSHSL ***12.00
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AGREEMENT CONCERNING
ASSESSMENTS

CENTRON PROPERTIES CORPORATION, a Washington corporation (herein called Centron) was the owner of the real property situate in King County, Washington described on Exhibit A (herein referred to as the Entire Eventual Development).

Centron has developed that portion of the Entire Eventual Development encompassed within the plat of The Lakes At Kent, Division No. 1, as recorded at Volume 136 of Plats, pages 41 to 45, in King County, Washington, and within the short plat of The Lakes Short Plat, Division No. 2, as recorded under King County Recording No. 8706041575. Incident to that development Centron has organized THE LAKES AT KENT COMMUNITY ORGANIZATION, a Washington nonprofit corporation (herein referred to as the Community Organization). Centron has conveyed certain properties and rights to the Community Organization for the benefit of the portions of the Entire Eventual Development that have been developed and that will be developed. In addition Centron has subjected the developed portions of the Entire Eventual Development to certain Declaration Of Covenants For The Lakes At Kent as recorded under King County Recording No. 8702041181 and Declaration Of Covenants And Easements For The Lakes For Short Plat Division No. 2, as recorded under King County Recording No. 8706041594 (both instruments herein referred to as the Declaration). Centron has reserved the right to subject

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additional lands within the Entire Eventual Development to the Declaration and has provided for the maintenance of properties by the Community Organization and a method of assessment of dues and charges against properties made subject to the Declaration to pay for the cost of operation and the maintenance and improvement of those properties. As provided for in the Declaration, a lien may be claimed for delinquent assessments.

Under the plan of development the method of allocating assessments for dues and charges is in proportion to the number of living units developed upon each of the subdivided portions of the property, all as more particularly provided for in the Declaration. Centron has the right to develop the property so that a maximum of 2,915 living units are within the Entire Eventual Development when complete. Such maximum number may or may not be achieved.

Centron and the Community Organization desire to provide for a method by which the undeveloped portion of the Entire Eventual Development property shall share in the assessments pending the completion of development of the Entire Eventual Development. Therefore, in order to accomplish that objective, Centron and the Community Organization agree as follows:

1. Assessment Against Undeveloped Property. The Community Organization shall have the right to assess against the owners of the Undeveloped Property a portion of the total costs for which assessments for dues and charges may be made by the Community Organization under the Declaration for facilities held for the benefit of the holders of all of the memberships in the Community Organization. The Undeveloped Property shall be all of the real property described as the Entire Eventual Development except the portion thereof encompassed by the plat of The Lakes At Kent, Division No. 1, and The Lakes Short Plat Division No. 2 and any properties and easements which may have

been conveyed to the City of Kent for public purposes. The proportion of costs which may be assessed shall be determined by subtracting the number of living units allocated to the property other than the Undeveloped Property pursuant to the Declaration from 2,915 and dividing the result by 2,915. As a covenant running with the land the owners of the Undeveloped Property shall pay the proportion of the assessments authorized by this paragraph against the Undeveloped Property when payment shall be ^{due} in accordance with the terms and conditions for payment of assessments against Lots subject to assessment under the Declaration.

2. Lien. If the assessments provided for in paragraph 1 above are not paid for a period of sixty 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 Undeveloped Property for the amount of delinquent assessment together with interest at the rate of twelve percent per annum from the date due until paid and attorney's fees as herein provided. From and after recording such notice, and not prior to such recording, the Undeveloped Property shall be subject to a lien to the Community Organization as security for all unpaid assessment in the amount designated therein with interest and attorneys' fees, together with all future unpaid assessments 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 Agreement to file a subsequent notice of claim of lien for subsequent delinquencies after a notice is released. Such lien may be foreclosed in the

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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.

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3. Changes in Undeveloped Property. From time to time as additional portions of the Undeveloped Property are developed by ~~Centron~~ and are subjected to the Declaration in accordance with the rights reserved in the Declaration, promptly on request of the owner of the portion the Community Organization shall execute and deliver in form suitable for recording a release and discharge of the portion of real property hereafter so subjected to the Declaration from the terms of this Agreement. However, the Community Organization shall not be required to execute and deliver a release and discharge of any such portions if the portion has been subjected to a lien as provided under paragraph 2 of this Agreement until the debt for which the lien is claimed has been satisfied. Upon subjecting a portion of the Undeveloped Property to the Declaration and thereafter, such portion shall be excepted from the real property described as Undeveloped Property herein.

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4. Limitation On Assessments. In consideration of Centron making this Agreement and granting the rights herein conferred and as a covenant independent of the obligation of the owners of the Undeveloped Property to pay assessments, the Community Organization agrees with Centron and with and for the benefit of the owners of the various Lots against which assessments ^{may be made} for dues and charges for facilities held for the benefit of the holders of all of the memberships in the Community Organization, which owners are third party beneficiaries of the agreement contained in this paragraph 4, as follows:

The maximum amount of dues and charges which shall be assessed against a Lot by the Community Organization for

facilities held for the benefit of the holders of all of the memberships in the Community Organization shall not exceed the percentage of total costs for which an assessment may be made that the number of memberships now or hereafter allocated to that Lot bears to 2,915. Thus, for Lots presently subject to the Declaration, the percentages shall be as follows:

Plat of The Lakes At Kent
Division No. 1

	<u>Percentage</u>
Lot No. 1 <i>WJ</i>	1.029%
Lot No. 2 <i>WJ</i>	1.098%
Lot No. 3 <i>WJ</i>	0.892%
Lot No. 4 <i>WJ</i>	1.063%
Lot No. 5 <i>-IP</i>	1.578%
Lot No. 6 <i>>HB</i>	5.489%
Lot No. 7 <i>>HB</i>	4.940%
<i>Total -</i>	
	<i>36.535%</i>

The Lakes Short Plat
Division No. 2

	<u>Percentage</u>
Lot No. 1 <i>> IP</i>	3.774%
Lot No. 2 <i>> IP</i>	3.293%
Lot No. 3 <i>> WJ</i>	6.621%
Lot No. 4 <i>> WJ</i>	6.758%
	<i>13.379</i>

undeveloped

63.465%

As additional Lots are made subject to the Declaration, the percentage shall be calculated for each such Lot in the manner herein provided for. The balance of dues and charges shall be assessed against the Undeveloped Property as provided in paragraphs 1 to 3 of this Agreement. This limitation upon assessment of dues and charges shall cease and be of no further force and effect for assessments arising after memberships have been allocated to all Lots which may be subjected to the Declaration as provided by its terms.

5. Effect. Nothing in this Agreement shall be construed to amend or change the provision of the Declaration but the right of the Community Organization to levy dues and

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charges upon its memberships shall be subject to the agreement provided for in paragraph 4 of this Agreement.

DATED: December 24, 1987.

CENTRON PROPERTIES CORPORATION

By *William C. Summers*
William C. Summers, President

By *Paul K. Summers*
Paul K. Summers, Secretary

THE LAKES AT KENT COMMUNITY ORGANIZATION

By *Michael H. Brien*
Michael H. Brien, President

By *Darrell F. Fischer*
Darrell F. Fischer, Secretary

8712311322

STATE OF WASHINGTON
COUNTY OF KING

I certify that I know or have satisfactory evidence that WILLIAM C. SUMMERS and PAUL K. SUMMERS signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the President and Secretary, respectively, of Centron Properties Corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: December 29th, 1987.

Jessie J. Russell
Notary Public
My appointment expires: 2/1/1990

STATE OF WASHINGTON
COUNTY OF KING

I certify that I know or have satisfactory evidence that MICHAEL H. BRIEN and DARRELL F. FISCHER signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the President and Secretary, respectively, of The Lakes At Kent Community Organization to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: December 29th, 1987.

James J. Rizzoli

Notary Public

My appointment expires: 11/1/1990

8712311322

WHEN RECORDED, RETURN TO:

Peter V. Gulick
200 Cascade Building
855 - 106th Avenue N.E.
Bellevue, WA 98004

NO SALES TAX	
AFF No.	E0945438
JUN 4	
OFFICE OF THE COMPTROLLER King County, Washington	
By _____	Deputy

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 KING COUNTY
 RECORDS & CLERK

QUIT CLAIM DEED

8706041595

The Grantor, CENTRON PROPERTIES CORPORATION, which acquired title as Arrow Development Corporation, a Washington corporation, in consideration of One Dollar and other considerations in hand paid conveys and quit claims unto THE LAKES AT KENT COMMUNITY ORGANIZATION, a nonprofit Washington corporation, the following described real property situate in King County, Washington, together with any interest therein which the Grantor may hereafter acquire:

Tract "L-3" The Lakes Short Plat, Division No. 2, according to the short plat recorded under King County Recording No. 8706041575.

Tract "L-3" is hereby identified as a part of the lake system as referred to in the Declaration of Covenants for The Lakes At Kent, as recorded under King County Recording No. 8702041181.

Grantor reserves the right to enter onto any part of the described real property in order to operate facilities and improvements located thereon, to make additional improvements thereto and to maintain, repair, reconstruct and replace any facilities and improvements now or hereafter located thereon, provided that any improvements made to the property shall not

interfere with or be inconsistent with the provisions of and interest of the above mentioned Declaration of Covenants for The Lakes At Kent.

Grantor further reserves an easement for ingress, egress and utilities for the benefit of Lot 1 of The Lakes Short Plat, Division No. 2, which easement is over, across and under the following described portion of Tract "L-3":

A strip of land 30.00 feet in width having 15.00 feet on each side of the following described centerline:

Beginning at a point on the north line of Tract "L-3" of said short plat which is S 89°04'02" E 98.89 feet from the northwest corner of said Tract "L-3"; thence S 11°30'00" E 47.54 feet, more or less, to the north line of Lot 1 of said short plat and the terminus of the herein described centerline.

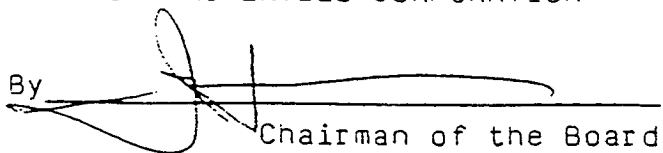
The sidelines of said easement are extended northerly and southerly to the north line of said Tract "L-3" and the north line of said Lot 1, respectively.

In the exercise of these reserved easement rights, provision shall be made for the circulation of water through suitable culverts or under a bridge for the lake system constructed in Tract "L-3." The cost of maintaining, repairing and replacing any improvements placed in this easement shall be borne by the owners of said Lot 1.

DATED: May 8, 1987.

CENTRON PROPERTIES CORPORATION

By


Chairman of the Board

STATE OF WASHINGTON
COUNTY OF KING

I certify that I know or have satisfactory evidence that JAMES W. SUMMERS signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Chairman of the Board of CENTRON PROPERTIES CORPORATION to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: May 8, 1987.

Robert H. Colman

Notary Public

My appointment expires: 9-1-88

8706041595

WHEN RECORDED, RETURN TO:

Peter V. Gulick
200 Cascade Building
855 - 106th Avenue N.E.
Bellevue, WA 98004

37 02 06

#2731

RECORD

5.00

CASH

***5.00

KING COUNTY
NO EXCISE TAX
FEB 6 1987
E0925315

QUIT CLAIM DEED

The Grantor, CENTRON PROPERTIES CORPORATION, which acquired title as Arrow Development Corporation, a Washington corporation, in consideration of One Dollar and other considerations in hand paid conveys and quit claims unto The Lakes At Kent Community Organization, a nonprofit Washington corporation, the following described real property situate in King County, Washington, together with any interest therein which the Grantor may hereafter acquire:

Tracts "L-1" and "L-2" and Tract "A," The Lakes At Kent Division No. 1, according to the plat recorded at Volume 136 of Plats, page 41 to 45 records of King County, Washington.

Tracts "L-1" and "L-2" are hereby identified as a part of the lake system as referred to in the Declaration of Covenants for The Lakes At Kent, as recorded under King County Recording No. 870204/1181. Grantor reserves the right to enter onto any part of the described real property in order to operate facilities and improvements located thereon, to make additional improvements thereto and to maintain, repair, reconstruct and replace any facilities and improvements now or hereafter located thereon, provided that any improvements made to the property shall not interfere with or be inconsistent

5862A/195/00

REC'D
FEB 5 11 57 AM '87

RECEIVED

8702060781

with the provisions of and interest of the above mentioned Declaration of Covenants for The Lakes At Kent.

DATED: January 19, 1987.

CENTRON PROPERTIES CORPORATION

By [Signature]
Chairman of the Board

STATE OF WASHINGTON
COUNTY OF KING

I certify that I know or have satisfactory evidence that JAMES W. SUMMERS signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Chairman of the Board of CENTRON PROPERTIES CORPORATION to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: January 19, 1987.

[Signature]
Notary Public
My appointment expires: 9-1-88

15...
9-1-88
[Circular Notary Seal]

3702060781

RECEIVED THIS DAY

WHEN RECORDED, RETURN TO:

Peter V. Gulick
200 Cascade Building
855 - 106th Avenue N.E.
Bellevue, WA 98004

MAR 23 11 25 AM '88

BY THE COUNTY CLERK
RECORDED IN
PLAT NO. 136

RECORDING
OFFICE

6.00

#0524 0
\$1186.00
55

EASEMENT

FOR VALUE RECEIVED the Grantor, ISLAND PARK LIMITED PART-
NERSHIP, a Washington partnership, hereby conveys and quit claims
to THE LAKES AT KENT COMMUNITY ORGANIZATION, a Washington non-
profit corporation, an easement for the purpose of allowing the
waters of the lake in Tract L-1 of The Lakes At Kent Division
No. 1, according to the plat thereof recorded at Volume 136 of
Plats, pages 41 to 45, records of King County, Washington, and
in Tract L-3 of The Lakes Short Plat Division No. 2, City of
Kent Short Plat No. SP-86-13 as recorded under Recording No.
8706041575, records of King County to overflow temporarily from
time to time over those portions of the surface of the following
described real property abutting said Tracts L-1 and L-3 which
may now or hereafter lie at or below elevation 28 feet, namely:

Lot 5 of the Plat of The Lakes At Kent Division No. 1
described above, and

Lots 1 and 2 of the short plat of The Lakes Short
Plat Division No. 2, City of Kent Short Plat No.
SP-86-13 described above.

The above elevation is determined with reference to the
City of Kent Datum. Grantor reserves the right to change from
time to time the elevation of all or any part of the surface of
the real property subject to this easement.

DATED: December 5, 1988.

EXCISE TAX NOT REQUIRED
King Co. Records Division

By P. Gulick Deputy

ISLAND PARK LIMITED PARTNERSHIP
By Centron Properties Corporation
Its General Partner

By William C. Summers
William C. Summers, President

8903280524

57w-77383

STATE OF WASHINGTON
COUNTY OF KING

I certify that I know or have satisfactory evidence that WILLIAM C. SUMMERS is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of CENTRON PROPERTIES CORPORATION, the corporation which executed the instrument as General Partner of ISLAND PARK LIMITED PARTNERSHIP, a partnership, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: December 5, 1988.

Jessie J. Fugate
Notary Public
My appointment expires: 5/1/1990

8903280524

The Lakes at Kent Community Organization
Director's Consent to Corporate Action
March 24, 1989

The undersigned, being all the directors of The Lakes at Kent Community Organization, hereby consent and agree to the following corporate action:

1. It is desirable and in the best interests of the Organization to adopt certain reasonable rules and regulations relating to the management and operation of the Organization's property. Accordingly, the Board hereby approves and adopts as its initial rules and regulations the Lakes at Kent Community Organization's Rules and Regulations attached hereto and incorporated herein as Exhibit "A". Said Rules and Regulations shall be subject to amendment and modification by the Board of Directors from time to time hereafter as may be deemed by it to be in the best interest of the Community Organization.

2. In order to properly maintain and operate the Community Organization, it is necessary to adopt a budget and to collect the assessments from the Organization's members as provided in the Declaration of Covenants for the Lakes at Kent. Therefore, the Board hereby approves and adopts as its operating budget The Lakes at Kent Community Organization's 1989 Operating Budget attached hereto and incorporated herein by reference as Exhibit "B".

3. The lake and related equipment and facilities are an important asset of the Organization which must be properly maintained and monitored. The Organization has received a lake management proposal from American Lake and Canal which accomplishes this objective. The Board hereby approves and adopts this Lake Management Proposal, which is attached hereto and incorporated herein by reference as Exhibit "C", and the Board agrees that the lake shall be maintained and operated in substantial accordance with the general practices and procedures contained therein; provided, the Board reserves the right to select a new consultant or to modify the lake management program in the future based on the recommendations of qualified consultants retained by it.

4. The Board hereby approves the lining of the existing lake by Centron Properties Corporation (or an affiliated entity) to be completed during the Summer of 1989; provided, that the Organization is not responsible for any costs and expenses incurred in connection therewith. The work shall be performed by licensed contractor, pursuant to good and workmanlike practices and procedures and in substantial accordance with the General Specifications attached hereto as Exhibit "D", which are hereby approved by the Board. The Board recognizes that The Robert Dollar Building Associates, Ltd., is buying Island Park at the Lakes Apartments in specific reliance on the Board's approval of the lining of the existing lake; accordingly the Board hereby agrees that it shall neither rescind nor modify its approval without the written approval of The Robert Dollar Building Associates, Ltd.

Dated: March 24, 1989

Directors:



DARRELL F. FISCHER



PATRICK J. WELTON

EXHIBIT "A"

The Lakes at Kent Community Organization
Rules and Regulations

1. The lakes and lake banks may be used only in such a manner as not to disturb nearby occupants. Picnicking, food preparation, consumption of alcoholic beverages and loud noise shall not be permitted at any time. The public (other than bona fide guests) shall not be permitted in the area except in the company of an owner or occupant of a unit.

2. The roads shall be used exclusively for vehicles and pedestrian traffic, and they shall remain open to the public at all times, except to the extent reasonably required by construction activities within The Lakes. No parking shall be permitted at anytime on the roads, except in the event of an emergency.

3. Swimming shall be permitted in the lake only at locations specifically approved by the Board of Directors in writing. Boating shall be permitted as long as the boats are not powered by any type of motor, and reasonable caution is exercised in the operation of the boat. Approved safety equipment, such as life vests or jackets, shall be required by all occupants in the boat.

THE LAKES AT KENT COMMUNITY ORGANIZATION
MINUTES OF INITIAL MEETING OF BOARD OF DIRECTORS
JANUARY 26, 1987

Pursuant to consent of the directors as shown by their signature on these minutes, the initial meeting of the directors of The Lakes At Kent Community Organization was held in Bellevue, Washington, on January 26, 1987, for the purpose of adopting bylaws, electing officers and conducting such other and further business as may properly come before the meeting. Michael H. Brien and Darrell F. Fischer were present. Michael H. Brien was elected chairman of the meeting and Darrell F. Fischer was elected secretary of the meeting.

It was reported that Articles of Incorporation had been filed with the Secretary of State as required by law on January 20, 1987, and that the first order of business was adoption of bylaws for the corporation. Thereupon a proposed set of Bylaws was read and unanimously adopted as the Bylaws of the corporation and a copy was ordered inserted in the minute book immediately following the Articles of Incorporation.

The next order of business was election of officers for the corporation. Thereupon it was resolved that the following persons be elected as officers of the corporation to serve at the pleasure of the directors for a term of three years, if not sooner removed, until the election and qualification of their successors at the annual meeting of directors in 1990:

President	Michael H. Brien
Secretary and Treasurer	Darrell F. Fischer

Since the issuance of certificates of membership is not required and since the Articles of Incorporation provide for automatic membership in the Organization appurtenant to each fee title of a lot or each contract vendee under a recorded contract for sale of a lot, membership certificates will not be issued.

The directors ratified and approved the Declaration of Covenants for The Lakes At Kent as recorded under King County Recording No. 8702041181.

Resolutions for establishing corporate bank accounts were approved in form requested by the bank as resolutions of the board of directors.

There being no further business the meeting adjourned.

Darrell F. Fischer
Darrell F. Fischer, Secretary

Notice of meeting waived and minutes agreed to and approved:

Michael H. Brien
Michael H. Brien

Darrell F. Fischer
Darrell F. Fischer

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