

AFTER RECORDING MAIL

After recording return to:
James F. Hoover
2317 - 24th Ave. E.
Seattle, WA 98112

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATIONS FOR
OLYMPUS DIVISION NO. 4

This Declaration is made on the date hereafter set forth by
The Swanson-Dean/Daewoo Partnership.

W I T N E S S E T H:

WHEREAS, Declarant is the owner of all that property in King
County, Washington which is more particularly described in
Exhibit "A" attached hereto and which has been platted as Olympus
Division No. 4, as per plat recorded in Volume 157 of Plats,
pages 43 through 52, inclusive, under Recording No. 9108130420,
records of King County, Washington.

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

ARTICLE I

Definitions

Section 1. "Architectural Control Committee" shall mean and
refer to the committee described in Article V.

Section 2. "Association" shall mean and refer to the
Homeowners Association for Olympus Division No. 4, its successors
and assigns.

Section 3. "Board" shall mean and refer to the board of
directors of the Association.

Section 4. "Common Area" shall mean and refer to all right,
title and interest in real property owned or to be owned by the

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Association for the common use and enjoyment of the Members of the Association, or otherwise dedicated to the common use of the Owners.

Section 5. "Declarant" or "Developer" shall mean and refer to Swanson-Dean/Daewoo Partnership and any successors or assigns specifically designated by such partnership to be the successor Declarant.

Section 6. "Development Period" shall mean and refer to that period of time beginning on the date of this Declaration and ending whenever any of the following first occurs: (i) seven (7) years from the date hereof; or (ii) upon receipt of written notice from the Declarant to the Association in which the Declarant elects to terminate the Development Period.

Section 7. "Governing Documents" shall mean and refer to this Declaration, the Articles of Incorporation and By-Laws of the Association and any rules and regulations of the Association or the Architectural Control Committee or other rules and regulations governing Olympus Division No. 4, as any of the foregoing may be adopted, amended or supplemented from time to time.

Section 8. "Improvement" shall mean and refer to any excavation, clearing, landscaping, construction, alteration, remodeling or other building and construction activities, and all buildings, structures, fences and other improvements on a Lot, including nonstructural interior work within an existing structure, and excluding repainting of an existing Improvement in the same color.

Section 9. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, excluding any Common Area or areas dedicated to the public.

Section 10. "Member" shall mean and refer to persons or entities who hold membership in the Association.

Section 11. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple interest to any Lot that is a part of the Properties, and including contract purchasers, but excluding those having interest as security for the performance of an obligation, e.g. a real estate contract vendor.

Section 12. "Properties" shall mean and refer to that certain real property described in Exhibit A attached hereto and such additions thereto as now are or may hereafter be brought within the jurisdiction of the Association.

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ARTICLE II

Property Rights

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

a. The right of the Association to charge reasonable fees for the use and/or maintenance of the Common Area.

b. The right of the Association to suspend the voting rights and right to use of the Common Area by an Owner for any period during which any assessment against such Owner's Lot remains unpaid.

c. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members.

ARTICLE III

Association Membership and Voting Rights

Section 1. Every Owner of a Lot that is subject to assessment by the Association shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment. Each Owner shall be a member of the Association, which membership shall automatically commence with the ownership of the Lot and shall automatically terminate upon the termination of such ownership. Voting rights shall be as set forth in the Governing Documents for the Association.

ARTICLE IV

Covenant for Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of a Lot by acceptance of a deed for the Lot (or real estate contract as vendee), whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) Annual assessments or charges, and (2) special assessments for improvements or other matters approved by the Association, such assessments to be established and collected as hereinafter provided. The assessments shall include interest and reasonable attorneys fees and litigation costs incurred to collect the

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assessments. The annual and special assessments, together with interest, costs and reasonable attorneys fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment fell due, regardless of whether such person continues to be an Owner.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties, for the improvement and maintenance of the Common Area, for the improvement and maintenance of an entrance located outside of the Properties and Common Area, and for such other purposes approved by the Association.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum annual assessment shall be Seventy Dollars (\$70.00) per Lot, payable on or before January 31 of each year.

a. From and after January 1 of the year immediately following the conveyance of the first Lot, the maximum annual assessment may be increased each year not more than ten percent (10%) above the assessment for the previous year without an affirmative vote by the Members.

b. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment above may be increased above the ten percent (10%) annual limitation by a vote of two-thirds (2/3) of the Members who are voting in person or by proxy at a meeting duly called for that purpose.

c. The Board of Directors of the Association shall, at each annual meeting of the Association, fix the annual assessment per provisions a and b of this Section 3.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year for the purpose of defraying, in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, or for such other purpose approved by the Members; provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for that purpose.

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Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 of Article IV shall be sent to all Members not fewer than thirty (30) days, nor more than fifty (50) days in advance of the meeting. No quorum shall be required to convene any meeting of the Members; provided, if a vote is to be taken, a quorum shall consist of the presence, in person or by proxy, of Members holding one third (1/3) or more of the total votes, unless otherwise expressly provided for in the Governing Documents.

Section 6. Uniform Rate of Assessment. Both annual and special assessments (except as provided in Article VIII) must be fixed at a uniform rate for all Lots and may, by vote of the Board of Directors, be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments. The annual assessment for the Lots shall commence on such date as established by the Board. The initial assessment shall be prorated to December 31.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid in full within thirty (30) days after the due date established by the Association shall be assessed a late payment charge of ten percent (10%) upon each occurrence and shall bear interest from the due date at a rate established by the Association, but not more than the legal limit. The Association may bring an action against the Owner personally obligated to pay the same, or foreclose the lien against the Lot in the same manner as mortgage liens against real property are foreclosed in the State of Washington. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale and transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to the foreclosure of the lien or a mortgage or deed of trust with respect thereto, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments that became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof nor shall any such sale or transfer remove from the Owner (the mortgagor or grantor under the mortgage or deed of trust being foreclosed) the personal liability of said Owner pursuant to Section 1 above.

ARTICLE V

Architectural Control

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4.1 Architectural Control Committee. The Architectural Control Committee shall initially be composed of three (3) members appointed by the Declarant. The initial members of the Architectural Control Committee shall serve until the end of the Development Period, resignation or removal by the Declarant. During the Development Period the Declarant shall appoint all members of the Architectural Control Committee. After the Development Period the Association shall have the power to appoint members of the Architectural Control Committee and may increase the number of members. The Declarant may at any time, and from time to time during the Development Period, assign to the Association the right to appoint members of the Architectural Control Committee or the right to increase or change the membership. Any committee member appointed by the Declarant may be removed at any time by the Declarant without cause; in the event of such removal by the Declarant a successor member shall be immediately appointed by the Declarant. Any member appointed by the Association may be removed at any time without cause by the Association. In the event of such removal a successor member shall be immediately appointed by the Association. A committee member may resign at any time effective upon giving notice to the Declarant during the Development Period, or to the Association thereafter. The Architectural Control Committee shall have and exercise all powers, duties and responsibilities as established for the Architectural Control Committee in this Declaration or the other Governing Documents, whether expressly stated or reasonably implied.

4.2 Committee Authority. No Improvement or other excavation, clearing, landscaping, construction, alteration, remodeling of any improvement, building or Lot shall be done unless complete architectural (or equivalent) plans and specifications for such work are approved by the Architectural Control Committee prior to commencement of the work. The Architectural Control Committee shall see that all plans submitted to it for approval are in conformity with the Declaration and other Governing Documents. The Architectural Control Committee shall meet from time to time as necessary to perform its duties and the committee's action on any matters before it shall be by a majority vote of the committee. The powers and authority of the Architectural Control Committee relating to design review shall be in addition to all design review and construction requirements imposed by King County or other governmental authority.

4.3 Submittal of Plans. Plans and specifications for any Improvement shall be submitted to the Architectural Control Committee for approval, and such approval must be obtained prior

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to the Owner entering into any bid or contract for the proposed work. The Architectural Control Committee may require that the plans include without limitation, floor, elevation, site and grading plans, exterior color schemes, and a listing of all materials and colors to be used, landscaping plans, and any other information as may be required by the Architectural Control Committee for submittals. The plans submitted should generally consist of documents similar to those to be submitted to King County or other governing authorities having jurisdiction for a building permit. The Architectural Control Committee shall have the right to request whatever additional specific information, plans, specifications, reports, construction schedules, financing information or any other information it deems necessary or advisable to evaluate the proposal. The request for further information may be made at any time throughout the approval and construction process. The Architectural Control Committee may condition its approval of plans and specifications for any Improvement as it deems appropriate, and without limitation, the approval of such Improvement by the appropriate governmental agency having jurisdiction. Any Architectural Control Committee approval conditioned upon the approval by a governmental entity shall not imply that the Architectural Control Committee is enforcing any governmental codes or regulations, nor shall the failure to make such conditional approval imply that any such governmental agency approval is not required.

4.4 Alterations. The plans and specifications for any alteration, modification or addition to the exterior of any existing structure, building, improvement or landscaping or any portion thereof, including, without limitation, alterations such as exterior painting (except for repainting with the same color paint) shall contain the same information as required for any new building or other Improvement, except that plans for nonstructural alterations, modifications or additions need not be prepared by an architect. After review of any such plans, specifications and other materials, the Architectural Control Committee shall give approval or disapproval. Any approval may be made conditionally.

4.5 Standard of Review. The Architectural Control Committee shall review plans and specifications as to style, exterior design, appearance location and shall approve such plans and specifications only if the committee deems that the proposed Improvement shall not be detrimental to the Olympus Division No. 4 community and that the Improvement complies with this Declaration and other Governing Documents and any design guidelines adopted by the Architectural Control Committee. The Architectural Control Committee may adopt and publish rules and procedures for review of such plans and specifications and may adopt and publish design guidelines for Improvements. It shall be the obligation of each Owner or prospective Owner to be familiar with the rules and procedures of the Architectural

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Control Committee. In reviewing plans and specifications the Architectural Control Committee shall determine if:

a. The approval of the plans and specifications is in the best interest of the Olympus Division No. 4 community and consistent with this Declaration and the Governing Documents.

b. General architectural considerations, including relationship and layout of structures to natural features and adjacent homes, orientation and location of buildings, vehicular access, circulation and parking, setbacks, height, walls, fences and similar elements have been designed to be compatible with the overall design of the Olympus Division No. 4 community.

c. General site considerations, including site layout, relationship of site to vegetation, natural features, open space and topography, orientation, location of buildings, vehicular access and driveway lighting, circulation and parking, setbacks, height, walls, fences and similar elements have been designed to be compatible with the overall design of the Olympus Division No. 4 community.

d. General landscaping considerations, including the location, type, size, color, texture and coverage of plant materials, provisions for irrigation, maintenance and protection of existing landscaped areas and similar elements have been considered to insure visual relief, to compliment buildings and structures, and to provide an attractive environment for the enjoyment of the Owners in general and the enhancement of property values in the Olympus Division No. 4 community.

e. The Architectural Control Committee has the right to refuse approval of any design or specifications, material or color for any proposed construction, alteration or Improvement. In addition to the factors listed above, the Architectural Control Committee shall take into consideration in making its decision the suitability of the proposed Improvement, exterior color scheme, materials used, site harmony with relation to surroundings, the effect of the Improvement or any other structure or alterations on the adjacent or neighboring properties, and the effect or impairment that the structure may have on the views of surrounding building sites, and any other factors which, in the opinion of the committee, may affect the desirability or suitability of the proposed structure, improvement or alteration.

f. The Architectural Control Committee may adopt design guidelines and specifications governing the design of Improvements.

4.6 Construction by Declarant. Any work performed by or on behalf of Declarant, including, but not limited to subdivision

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infrastructure, amenities, utilities, roads, construction of single family residences or other buildings deemed necessary or desirable by Declarant for the development of the Properties, shall not be subject to the approval or review of the Architectural Control Committee.

4.7 Availability of Plans. One set of approved plans and specifications must be on the job site at all times during construction. The Architectural Control Committee shall have the right of entry at all times to inspect construction during the course of construction and to inspect the final product. However, the Architectural Control Committee shall have no duty or obligation to make an inspection of any construction; and the Architectural Control Committee shall not be responsible for determining that any construction or construction documents conform to applicable building codes, zoning or other land use regulations or for the accuracy of any construction documents or specifications.

4.8 Noncompliance. If the Architectural Control Committee finds that any work or Improvement is not done in compliance with approved plans and specifications, or that any work or Improvement was undertaken without first obtaining approval from the Architectural Control Committee, written notice shall be sent to the Owner specifying the noncompliance and requiring the Owner to cure such noncompliance with ten (10) days or such further extension of time as permitted by the Architectural Control Committee. If the Owner fails to so cure the noncompliance or enter into an agreement to cure on a basis satisfactory to the Architectural Control Committee within the ten (10) day period (or any extension thereof approved in writing by the Architectural Control Committee) the Architectural Control Committee may require the noncomplying work or Improvement to be removed or the noncompliance to otherwise be cured. Upon demand, the Owner shall reimburse the Declarant, the Architectural Control Committee or the Association, or any other party for all costs and expenses incurred in taking corrective action, including reasonable attorneys fees and costs. In the event an action for injunctive or equitable relief is sought against the noncomplying party, the party seeking enforcement shall not be required to post a bond or security for the purpose of obtaining an order seeking compliance.

4.9 Exemptions and Variances. The Architectural Control Committee may, upon request, grant exemptions and variances from the rules and procedures of the committee and the architectural requirements of this Declaration. A party requesting an exemption or variance must establish to the satisfaction of the Architectural Control Committee that the Improvements or other matters which are desired by the applicant are aesthetically appealing and compatible with the overall character of the development and otherwise conform with the requirements of this

Declaration. A request for an exemption or variance shall be submitted in writing to the committee and shall contain such information as the committee shall from time to time require. Failure of the committee to approval an application for an exemption or variance shall constitute disapproval of such application.

ARTICLE VI

General Provisions

Section 1. Restrictions, Covenants and Conditions. The following restrictions, covenants and conditions are applicable to the Lots:

a. No structures or building of any kind shall be erected, altered, placed or permitted to remain on any residential Lot other than one (1) detached single family dwelling for single family occupancy only, not to exceed two stories in height plus basement, and a private garage having spaces for not more than three (3) cars, one of which spaces may be for a boat or trailer.

b. All buildings or other structures placed on any Lot, and any use of a Lot shall at all times conform with applicable zoning, building and use restrictions, laws, ordinances and regulations.

c. No residential structure shall be erected or placed on a building Lot if such Lot has an area of less than 6,400 square feet or an average width of less than 50 feet.

d. Except as permitted by the Board or by the Governing Documents, and except for matters incidental to the construction and maintenance of a building and Lot, no business, profession, commercial or manufacturing enterprise or activity of any kind shall be conducted or carried on upon any Lot, nor shall any goods, equipment, vehicles (including, but not limited to, buses and trailers of any description), materials or supplies used in connection with any trade, service or business, wherever the same may be conducted, be parked, stored, dismantled or repaired outside any building on any Lot, nor shall anything be done thereon which may or may become an annoyance or nuisance to the neighborhood. The Board, in its sole and reasonable discretion, may determine and decide what constitutes an annoyance or a nuisance, and the Board's decision shall be final and binding.

e. No trailer, basement, tent, shack, garage, barn or other outbuildings erected or placed on any Lot shall at any time be used as a residence, temporarily or permanently, nor shall any

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structure of a temporary character be used as a residence.

f. The finished ground floor area of a main residential structure, exclusive of one story open porches, carports and garages, shall be no less than 1,600 square feet for a one story dwelling; a two story dwelling shall have a main floor area of no less than 1,000 square feet and any multi-level dwelling shall have a floor area of no less than 1,600 square feet above the basement or garage level.

g. The exterior of any building, structure or other improvement, including front yard, lawn and/or landscaping, shall be completed within nine (9) months from the commencement of construction so as to present a finished appearance, and all construction materials and debris shall be removed. The exterior of such building, structure or other improvements, including front yard, lawn and/or landscaping shall be properly maintained at all times to preserve the character of the neighborhood.

h. Materials used in the construction of all buildings and other structures shall be of the quality to conform with the neighborhood standards and shall be approved by the Architectural Control Committee. All building plans and specifications, including, but not limited to, elevations, site plans, external building materials, landscaping, driveways, color schemes, etc. shall be submitted for approval to the Architectural Control Committee. The Architectural Control Committee shall have sole and final authority for the approval of all such materials, plans and specifications.

i. All Lots shall provide an enclosed two (2) or three (3) car garage. Driveways serving garages shall be exposed aggregate concrete or brick pavers from the curb or public sidewalk to the garage entry.

j. Siding shall be restricted to cedar siding, LP innerseal lap and panel siding, brick or such other siding specifically approved by the Architectural Control Committee. Roofs shall be cedar shake, Woodruff shakes or such other roofing specifically approved by the Architectural Control Committee.

k. No fence, wall or mass planting, other than foundation planting, shall be permitted to extend nearer to any street than the minimum setback line of the residence except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two (2) feet above the finished grade at the back of said retaining wall; provided, however, that no fence, wall, hedge or mass planting shall at any time, where permitted, extend higher than six (6) feet above ground. Fences in side yards that abut a side street are permitted from the front yard setback to the rear of the Lot not to exceed forty two (42) inches in height. This height shall be

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maintained in the front yard setback of the Lot in the rear. (Written exceptions as to fence height and location in this section may be made by the Architectural Control Committee.) Fences shall be well constructed of suitable fencing materials, other than chain link fencing, which shall not be permitted, and shall be artistic in design and shall not detract from the appearance of the dwelling house located upon the Lot, or detract from the appearance of the adjacent Lots or be offensive to the Owners thereof. No radio or television antennae shall be permitted to extend more than ten (10) feet above the roof line of any residence without first obtaining the written approval of the Architectural Control Committee. No telecommunication or satellite receiving or sending devices, including but not limited to, satellite dishes for television, shall be installed or erected on any Lot without first obtaining the express written approval of the Architectural Control Committee.

1. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats and other common household pets may be kept in compliance with existing laws and regulations, provided that they are not kept, bred or maintained for any commercial purposes. The foregoing is intended also to exclude the keeping of any pets, such as cats, dogs or birds, in numbers or under conditions reasonably objectionable in the residential community; provided, further, that no pet permitted hereunder shall be allowed off the Owner's own Lot unless the same is securely fastened to a leash or other restraining device; provided further, no pet shall be permitted to create a nuisance (the Board's determination of a "nuisance" shall be final and binding).

m. No signs shall be erected or maintained on any Lot, except that not more than one (1) bona fide "FOR SALE" or "FOR RENT" sign, not exceeding eighteen (18) inches in width by twenty four (24) inches in length, may be displayed on any Lot.

n. No trailer, camper, boat or any other recreational vehicle may be parked in the driveway, front yard or street for a period of time exceeding seventy two (72) hours. Storage of these types of vehicles is permitted on a Lot only if the vehicles are not visible. Any storage structure for such vehicles must be approved in writing by the Architectural Control Committee.

o. No mechanical work shall be performed on any vehicle in or about any area open to public view; provided, however, this restriction shall not be constituted to apply to the need for emergency repairs that can be performed in a reasonable period of time.

p. The Owner, and occupant, of any Lot shall maintain in proper working order all roof drains and any storm drains.

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located on such Lot.

q. The color, size, design, lettering and other particulars of any mail or paper delivery boxes shall be subject to the prior written approval of the Architectural Control Committee.

r. No noxious or offensive activity shall be carried on upon any Lot or the Properties, nor shall anything be done thereon which may become a nuisance: What constitutes "noxious", "offensive" or "nuisance" may be set forth in the Governing Documents or determined by the Board. Any determination by the Board shall be final and binding.

s. No firearm, crossbow, bow and arrows, air gun or other weapon, including without limitation, BB guns or pellet guns, whether for hunting or target practice, shall be used within the Properties.

t. All garbage and trash containers must be stored within a permanent structure situated so that they are not visible from outside the Lot. No trash, junk, garbage, ashes, refuse, debris or yard waste shall be thrown, dumped or allowed to accumulate on any Lot, driveway, street or other portion of the Properties; provided the Board may permit mulching of yard rakings and other materials resulting from landscaping activity.

u. Each residence shall have an enclosed garage providing at all times sufficient storage space for at least two (2) automobiles. No such garage shall be permanently enclosed or converted to another use unless another enclosed garage is constructed on the Lot sufficient to store two (2) automobiles. Automobiles shall not be parked on a driveway or street in lieu of being parked in an available space in the garage. Garage doors shall be kept closed at all times practicable so as to maintain the aesthetics of the community.

v. Owners of Lots and users of the Properties shall comply with Governing Documents and such other rules and regulations approved by the Board.

Section 2. Mutuality. These restrictions, easements and agreements are imposed pursuant to a general plan with reference to the Properties and all Lots therein and shall constitute a mutual and reciprocal equitable servitude on each of the Lots and a privity of contract between the various Owners thereof, their respective heirs, successors, assigns, executors, administrators and marital communities, if any, and are for the benefit of the Properties and each Lot and of the present and future Owners thereof.

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Section 3. Notices. Any demand to be made upon, or any notice to be given to the Owner of any Lot shall be in writing. Said demand or notice may be given to such Owner either by personal delivery of such demand or notice or by sending the same by prepaid United States certified or registered mail, addressed to the record Owner of the Lot with respect to which the demand or notice relates, the same to be addressed to such Owner at the street address of the relevant Lot. Notice by certified or registered mail, addressed as aforesaid, shall be deemed to have been fully communicated upon the expiration of forty eight (48) hours after the time of mailing; and the name and address of the person or persons to whom such demand or notice was mailed shall be conclusive, but not the exclusive means of, proof of such fact.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 5. Enforcement. The Association or any Owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any action brought to enforce this Declaration of Covenants shall be awarded reasonable attorneys fees and costs and expenses of litigation, in addition to any other award which may be made.

Section 6. Amendment. During the Development Period, Declarant may, on its sole signature and without the need for any action by the Association or the Owners, amend this Declaration. This Declaration may also be amended at any time by an instrument executed by the board of the Association after having received the prior approval of sixty percent (60%) of the total outstanding votes in the Association; any such amendment shall be effective as of the date of recording; and provided further, that no such amendment shall be valid during the Development Period without the prior written consent of the Declarant.

ARTICLE VII

Plat Restrictions

No Lot or portion of a Lot within the Properties shall be divided and sold or resold or ownership changed or transferred whereby the ownership of any portion of this plat shall be less than the area required by applicable zoning.

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ARTICLE VIII

Exterior Maintenance

Each individual Owner shall be obligated to provide exterior maintenance of its Lot and the buildings located thereon. In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner reasonably satisfactory to the Board of Directors, the Association, after approval by two thirds (2/3) vote of the Board of Directors shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot (including the cutting of grass and pruning of trees) and the exterior of the building or buildings and any other improvements erected thereon. The cost of such repair and restoration maintenance (including the cutting of grass and pruning of trees) shall be added to and become part of the assessment to which such Lot is subject.

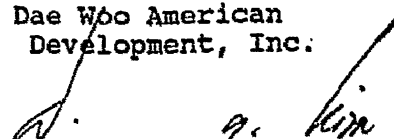
IN WITNESS WHEREOF the undersigned, being the Declarant herein, has hereunto set his hand and seal this 1st day of May, 1994.

SWANSON-DEAN/DAEWOO PARTNERSHIP

By: The Swanson-Dean Corporation,
Its General Partner

By: 
Gary L. King, President

By: Dae Woo American
Development, Inc.

By: 
Wonha Kim, Vice President
Secretary

STATE OF WASHINGTON)
: ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that GARY L. KING is the person who appeared before me, signed this instrument, on oath stated that he was authorized to execute said instrument as President of THE SWANSON-DEAN CORPORATION and that the corporate seal, if affixed, is the corporate seal of said corporation, and acknowledged said instrument as the President of

THE SWANSON-DEAN CORPORATION to be the free and voluntary act of said corporation, for the uses and purposes mentioned in said instrument.

Dated May 1st, 1994.

Patricia Carlson
Notary Public in and for the
State of Washington.
My Appointment Expires 1-27-98
Type/Print Name Patricia J. Carlson

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STATE OF WASHINGTON)
: ss.
COUNTY OF KING)

Secretary
I certify that I know or have satisfactory evidence that WONHA KIM is the person who appeared before me, signed this instrument, on oath stated that he was authorized to execute said instrument as Vice President of DAE WOO AMERICAN DEVELOPMENT, INC. and that the corporate seal, if affixed, is the corporate seal of said corporation, and acknowledged said instrument as the ~~Vice President~~ of DAE WOO AMERICAN DEVELOPMENT, INC. to be the free and voluntary act of said corporation, for the uses and purposes mentioned in said instrument.

Dated 1st, 1994.

Patricia Carlson
Notary Public in and for the
State of Washington.
My Appointment Expires 1-27-98
Type/Print Name Patricia J. Carlson

\\fh\covenant.doc/41994

Protocol Property Management
1756 Watson Street North
Enumclaw WA 98022
Attn: Betty Chalfant

HOA Application Certificate for:
Olympus 4-The Vineyard HOA
Newcastle Washington
98056


Amendment to the CC&R's of the Olympus #4 ... The Vineyard HOA
Newcastle Washington 98056
Article IX
Rental Properties

No home or property may be rented for a period of fewer than 90 days; and a lease rental agreement cannot rent less than the entire home or lot. Each rental agreement must be in writing and must provide in its terms that it is subjected to all provisions of Olympus 4 ...the Vineyard HOA 's governing Documents (CC&R's, By Laws, Community Rules, and all other adopted policies, rules, and regulations). Any failure of a tenant to comply with terms of the Governing Documents is a default under the lease, regardless of whether the lease expressly incorporates this provision in its written terms. Owners who rent their home must be aware that they are responsible to ensure that the renters comply with the governing documents of the Vineyard HOA.

The Vineyard HOA Board of Directors' relationship is with the owner of record or the property management company of record on any issues that arise concerning your property. As well, the owner of record is responsible for their renter's actions when using the amenities. The owner of record is the responsible party to the Vineyard HOA regarding all aspects of their property, including the payment of the homeowner's dues. If the renter is paying the dues as part of the rental agreement, the homeowner of record is responsible for payment of fines and any unpaid dues, should a delinquent balance occur.

In Witness Whereof the undersigned, being the declarant herein, has hereunto set hand and seal this 21st day of January 2022.

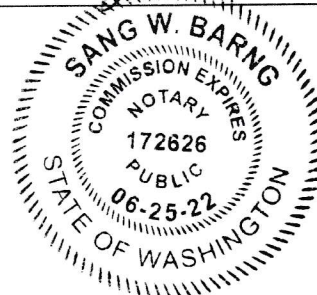
Olympus #4 , The Vineyard HOA



James Quigg president

Notary Signature:





Protocol Property Management
1756 Watson Street North
Enumclaw WA 98022
Attn: Betty Chalfant

HOA Application Certificate for:
Olympus 4-The Vineyard HOA
Newcastle Washington
98056

Amendment to the CC&R's of the Olympus #4 ... The Vineyard HOA
Newcastle Washington 98056
Article IX
Rental Properties

 James Quigg President

Date: 1/21/2022

Notary Testament:

James Quigg appeared before me -
Sang W. Barng, a notary in the State of
Washington, County of King. I testify that this is his signature.

 Date 01/21/2022

My commission expires on: Date 06/25/2022

