

Protective Restrictions Vuecrest Community Association

(A residential Community in Bellevue, Washington)

As Amended April 22, 2005

The following covenant, officially known as "Protective Restrictions of Vuecrest", have been made part of the legal title to each and every lot within the Vuecrest community. As such they shall attach to and pass with those titles on all transfers of ownership.

These restrictions dated April 22, 2005, are intended to modify, supersede and replace, in their entirety, the restrictions contained in instruments designated "Protective Restrictions of Vuecrest" and filed by Bellevue Development Company, Inc., under Auditor's File No. 3771648 in Volume 2712 of Deeds, Page 575 and Medina Development Company, Inc., under Auditor's File No. 3771649 in Volume 2712 of Deeds, Page 581 and Lakeview Development Company, Inc., under Auditor's File No. 3771650 in Volume 2712 of Deeds, Page 587 and Downey Hill Development Company, Inc., under Auditor's File No. 3771651 in Volume 2712 of Deeds, Page 593, and the revised instruments designated Protective Restrictions Vuecrest signed by the Board of Directors, the governing body of the Vuecrest Community Association, Inc., on October 22, 1967 and recorded October 23, 1967 under King County, Washington, Auditor's File No. 6253868, Volume 5002 of Deeds, Page 270, Protective Restrictions Vuecrest signed on April 7, 1976, filed and recorded by the Vuecrest Community Association on 8 April 1976 King County Deeds, Auditor's file No. 7604080559, Protective Restrictions Vuecrest signed by the Board of Directors, the governing body of the Vuecrest Community Association, Inc.,

and recorded April 12, 1994, under King County Washington Auditor's File No. 9404121575, Protective Restrictions of Vuecrest signed by the Board of Directors, the governing body of the Vuecrest Community Association, Inc., on May 12, 1998 and recorded May 21, 1998 under King County Washington Auditor's File No. 9809080521, Protective Restrictions of Vuecrest signed by the Board of Directors, the governing body of the Vuecrest Community Association, Inc., on March 28, 2001 and recorded April 25, 2001 under King County Washington Auditor's File No. 20010425001855.

The Vuecrest Community was originally developed in December 1946 to take advantage of the panoramic view offered by its location. The covenants, since the inception of the Vuecrest plan, have proven to be an effective legal document to protect the individual homeowner's views within Vuecrest.

The undersigned, being duly elected Directors of Vuecrest Community Association, Inc., the governing body of the Vuecrest Addition, an addition to King County, Washington, according to plat thereof recorded in Volume 43, Page 22, of Plats, records of King County, Washington, lying within the Southeast quarter of Section 30, Township 25, Range 5 E.W.M. situated in King County, Washington, do hereby certify and declare that by authority of a two-thirds majority vote of all Vuecrest Addition property owners, as prescribed by the provisions of the Protective Restrictions, they do hereby adopt these Amended Protective Restrictions of Vuecrest, which amend and replace, in its entirety, the general uniform plan for the development, improvement and maintenance of all the real property situated in the Vuecrest Addition to King County, Washington (the "Property" or the "Addition"). The provisions of said plan, as amended hereby, shall inure to

the benefit of the land and shall bind any and all of the Property, and each and every lot, building site, and part thereof, and shall bind all of the owners thereof and their successors in interest thereto.

GENERAL PROVISIONS

These Protective Restrictions and other conditions of the said plan shall attach to and pass with the Property and each and every lot, building site and part thereof. If the parties hereto, or any of them, or their heirs, executors, administrators or assigns shall violate or attempt to violate any of the provisions of these Protective Restrictions of Vuecrest Addition to King County, Washington, it shall be lawful for any person or persons owning any real property situated in Vuecrest Addition to King County to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of these provisions, either to prevent said violator from doing so, or to recover damages or other compensation for such violation. Invalidation of any one of these covenants, by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

These Protective Restrictions shall be deemed to be fully and sufficiently described or incorporated in any instruments or covenants by designating and referring to the same as the "Protective Restrictions of Vuecrest".

All of the lots in Vuecrest Addition shall be designated as "single family dwelling residence lots". A building site shall include, without limitation, no less than (a) one such single family dwelling residence lot as shown on said plat herein; and (b) a parcel composed of such single family dwelling residence lots or portions thereof, the depth and frontage of which parcel shall equal or

exceed the depth and frontage of the lots in the immediate vicinity in the same block.

No building or structure shall be erected, constructed, maintained or permitted upon the Property, except upon a lot or building site as hereinabove defined.

No building or structure shall be erected, constructed, maintained, or permitted on a lot or building site, other than a single family detached dwelling house, except that appurtenances to any dwelling house, such as private garages, garden houses, pergolas, conservatories, or similar structures, architecturally in harmony therewith and of permanent construction, may be erected subject to and consistent with the building limits and the terms, provisions, covenants and restrictions contained herein.

BUILDING RESTRICTIONS

Only a one-story single-family dwelling house, with or without a basement, shall be permitted on each lot or building site in the Vuecrest Addition.

Except as otherwise provided below, the roof ridge or other highest point of any building or other structure shall not exceed 20 feet (the "Height Limit") above the height of the Existing Grade measured at the foundation of the existing or proposed building or other structure. Existing Grade is the elevation of the surface of the ground existing on a lot or building site prior to the commencement of the proposed construction or alteration. To determine the Height Limit, the Existing Grade is measured at the foundation on the existing or proposed building or other structure and is the average ground level elevation measured around the entire foundation. The Height Limit on Lots 3 to 10 inclusive and Lots 26 to 31 inclusive in Block 3 shall be 26 feet above Existing Grade measured at the

foundation of the existing or proposed building or other structure.

The Height Limit shall not apply to chimneys extending no more than two feet above the roof and no more than three feet in width or to weather vanes.

The roof of any building shall have a minimum visible roof pitch ratio of 3 vertical to 12 horizontal, and the ridge of the roof shall be located within the middle 50% of the roof span.

No building or any other structure, other than fences, walls and similar structures, shall be placed nearer than 20 feet nor more than 35 feet to or from the property line of a lot or building site abutting the street right of way, provided structures on the following lots may be more than 35 feet from such Property line:

Lots 10, 11, 25, 26, 29 and 30 in Block 3
Lots 6 and 7 in Block 5
Lots 6, 7, 12 and 13 in Block 10
Lots 6 and 7 in Block 11

All lots and building sites shall have, at a minimum, a single car fully enclosed garage. Garages shall be attached to the residence, unless the topography of the lot or building site or other unique condition affecting the lot or building site justifies separation of the structures.

An area equal to 20% of the total frontage of each lot or building site shall be left between any building or other structure and the side Property lines of the lot or building site, allocated in equal portions on each side, except that in the case of corner lots and Lot 14 in Block 1, a distance of not less than 10 feet must be left on each side. For those lots or building sites whose rear lot line is 25 percent (or more) less than the front lot line, the required side setback for such lot or building site will be 15 feet equally allocated. The rear setback for all lots or building sites shall be 25 feet.

No aerials, antennas, solar panels or receiving dishes may be affixed in any manner to the exterior or roof of any building or structure without the express written approval of the Board of Directors of the Vuecrest Community Association.

APPROVAL OF PLANS

A registered architect shall approve all plans and specifications for buildings, other structures and exterior alterations to be erected in Vuecrest Addition. Complete plans and specifications of all proposed buildings, structures and exterior alterations, together with a detailed site plan showing the proposed location of same on the particular site shall be submitted to the Board of Directors of the Vuecrest Community Association, Inc., for review and approval, before construction, alteration, demolition, filling or grading of the lot is started.

The Board of Directors of Vuecrest Community Association, Inc. shall have the absolute right to take into consideration the suitability of the proposed structure and approve or refuse the design, construction materials, finishing or painting of any proposed construction or exterior alteration which, in the opinion of the Board of Directors, is not compatible with the design, proportions and appearance of the other buildings in the Vuecrest Addition. In so passing upon such proposed construction or exterior alteration, the Board of Directors shall have the right to take into consideration the appearance, size and configuration of the proposed structure; the compatibility of the structure, materials and finishing with those of the other dwellings in the immediate vicinity and in the Vuecrest Addition generally; and the impact the proposed construction will have on views from adjacent or neighboring properties; and any other

factors which in the Board's opinion are relevant to evaluating the compatibility of the proposed structure or exterior alteration with the existing Vuecrest Addition community.

If the Board of Directors of Vuecrest Community Association, Inc. fails to approve or disapprove the plans or specifications within thirty (30) days after they have been submitted to it, approval will not be required, and the proposed buildings, structures or exterior alterations shall be deemed to be in compliance with the provisions of this Section.

If construction is not started on the lot or building site within two years of approval by the Vuecrest Board of Directors, plans must be resubmitted for approval pursuant to this Section.

COMPLETION OF CONSTRUCTION WORK

Upon approval of the Board of Directors, the work of construction of all buildings and structures shall proceed diligently and continuously until such buildings and structures are fully completed and painted. All structures shall be completed as to external appearance, including finished painting, within twelve months from date of commencement of construction, unless prevented by causes considered to be acts of God.

MOVING OF BUILDINGS, CONSTRUCTION OF OUTBUILDINGS

No building or structure shall be moved onto the Property or any part thereof from any land outside of said plat except a new, prefabricated structure, of a kind and type approved by the Board of Directors. No building of any kind shall be erected or maintained on a building site prior to the erection of the single-family dwelling house thereon.

No trucks over 8,000 pounds gross vehicle weight, camper bodies whether on or off a vehicle, trailers, boats, motor homes, or mobile homes shall be kept upon said Property except inside of garages.

FENCES, HEDGES

No fence, hedge or wall situated anywhere in any lot or building site shall be higher than 6 ft. above the Existing Grade, nor shall any fence, hedge or wall situated on each street side of any lot have a height greater than 4 ft. above the Existing Grade. For the purposes of this Section, Existing Grade is the elevation of the surface of the ground at the location of the proposed fence or other improvement, existing prior to commencement of construction of the proposed fence or other improvement.

No trees or shrubs on any of the Property shall be permitted to reach a height that will obstruct the main-floor view of the adjacent or neighboring properties except the following trees, which are exempt from this provision:

Fir, nearly south of lot center
Block 1, Lot 13

Fir, nearly north of lot center
Block 3, Lot 3

Cedar, near northwest corner
Block 8, Lot 1

Cedar, near south entrance to Park
Road center strip Vuecrest

Oak, near Evergreen Drive-Belfair Road
intersection with Park Road

Empress of Asia, Park Road center strip,
near Evergreen Drive-Belfair Road
intersection with Park Road

In the event that a tree in the above list dies, is cut down, is moved, or is removed, then it shall be eliminated from the above list.

NOXIOUS USE OF PROPERTY

No noxious or undesirable thing or undesirable use shall be permitted on the Property. The construction of a spite or nuisance wall, hedge, fence or tree shall be prohibited on the Property. No trash, ashes, or other refuse may be thrown or dumped on any lot of said Addition. No building materials of any kind shall be placed or stored upon any lot until the owner is ready to commence construction and the building materials shall be placed within the property line of the building site upon which said structure shall be started and shall not be placed in the streets.

ANIMALS

No fowl or animal other than songbirds, two (2) dogs or two (2) cats shall be kept upon any of the Property.

DRIVEWAYS

No driveways or other means of ingress or egress shall be maintained from the Property to 92nd Avenue N.E., N.E. 8th Avenue or 100th Avenue N.E., as provided on the plat of Vuecrest Addition above described.

MAINTENANCE OF PARKWAYS, ETC.

The lots and building sites of the Vuecrest Addition shall each be assessed annual dues to be approved at the Annual meeting of the Vuecrest Community Association, and said sum shall be paid to the Vuecrest Community Association, Inc. These monies shall be expended by its Board of Directors for maintenance of the entrance gates, parkways and other improvements on the Property and for essential operating

expenses. The Board of Directors shall account to the owners of the Property for the collections and expenditures of these funds.

EXCAVATION, DIGGING OF WELLS

No well of any kind shall be dug or operated on any lot, nor shall any machinery, appliances or structure of unsightly material be placed upon, stored or maintained thereon; nor shall any excavation for stone, sand, gravel or earth be made on said premises unless such excavation is necessary in connection with the erection of an approved building or structure thereon.

TERMS OF RESTRICTIONS

These Protective Restrictions shall run with the land and shall be binding upon all lots in the Vuecrest Addition and on all lot owners. These Protective Restrictions may be amended in whole or in part by the affirmative vote and/or the written approval of a two-thirds majority of the lot owners, pursuant to this Section. The votes shall be cast and the written approvals obtained at a special meeting called for the purpose of amending the Protective Restrictions. The owners of each lot shall collectively be entitled to cast one vote (or provide the written approval for the lot) and the owners of a building site shall be entitled to cast one vote (or provide written approval) for each lot included in the building site. Proposed amendments to the Protective Restrictions may not be submitted for vote or approval by the lot owners unless: (a) the proposed amendments have been introduced and discussed at a meeting of the Board of Directors of the Association; (b) the proposed amendment has been furnished in writing to each lot owner thirty (30) days prior to the date of the special meeting at which votes will be cast; and, (c) the special meeting has been properly called and advertised.

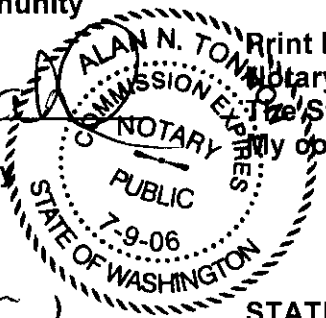
VUECREST COMMUNITY ASSOCIATION, INC.

Lisa Bursett President
Stacia Smith Vice President
Mark Mecham Director
Rick Grimes Director
Michael White Director
Meredith Watts Director

X: Lisa Bursett
Lisa Bursett
President, Vuecrest Community Association, Inc.

X: Stacia Smith
Stacia Smith
Vice President, Vuecrest Community Association, Inc.

X: Barbara Prah
Barbara Prah
Secretary, Vuecrest Community Association, Inc.



STATE OF Washington)
COUNTY OF King) ss.

I certify that I know or have satisfactory evidence that Stacia Smith is the person who appeared before me, and said person acknowledged that she signed this instrument in her capacity as Vice President for Vuecrest Community Association, Inc. and acknowledged it to be the free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 22nd day of July 2005.

X: Alan N. Tonnon
Print Name: ALAN TONNON
Notary Public in and for
The State of Washington.
My commission expires: 7-9-06

STATE OF Washington)
COUNTY OF King) ss.

I certify that I know or have satisfactory evidence that Lisa Bursett is the person who appeared before me, and said person acknowledged that she signed this instrument in her capacity as President for Vuecrest Community Association, Inc. and acknowledged it to be the free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 22nd day of July 2005.

X: Alan N. Tonnon
Print Name: ALAN TONNON
Notary Public in and for
The State of Washington.
My commission expires: 7-9-06

STATE OF Washington)
COUNTY OF King) ss.

I certify that I know or have satisfactory evidence that Barbara Prah is the person who appeared before me, and said person acknowledged that she signed this instrument in her capacity as Secretary for Vuecrest Community Association, Inc. and acknowledged it to be the free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 22nd day of July 2005.

X: Alan N. Tonnon
Print Name: _____
Notary Public in and for
The State of Washington.
My commission expires: 7-9-06