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FOR
DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS & RESTRICTIONS

REMINGTON

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Filed by Stewart T. W 238.8

DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS & RESTRICTIONS

REMINGTON

THIS INDENTURE AND DECLARATION running with the land, made this 16th day of February, 1989, by THE QUADRANT CORPORATION, a Washington corporation ("Declarant"),

WITNESSETH:

Whereas, Declarant is the owner in fee of certain real property (the "Real Property") described as Remington Division I consisting of Lots 1 through 77 (the "Lots"), as recorded in Volume 144 of Plats, pages 44 through 50 inclusive, records of King County, Washington; and under King County filing number 8902131344 and hereby covenants, agrees and declares that all of said Properties and Housing Units constructed thereon are and will be held, sold and conveyed subject to the following covenants, conditions, restrictions, easements and reservations, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said Properties for the benefit of all of Properties and the owners thereof and their heirs, successors and assigns. These covenants, conditions, restrictions, easements and reservations shall run with the said Properties and shall be binding on all parties having or acquiring any right, title or interest in the Properties or any part thereof, and shall inure to the benefit of each owner thereof. Acceptance of an interest in a Lot shall be deemed acceptance of the terms and provisions of this Declaration.

The Developer is also the owner or may become the owner of certain real property which is adjacent to Remington Division I. Said adjacent real property, or a portion thereof, may be subjected to the terms and provisions of this Declaration of Protective Covenants, Conditions and Restrictions at the option of the developer as hereinafter provided.

NOW, THEREFORE, Declarant hereby declares as follows:

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ARTICLE ONE

Definitions

For purposed of the Declaration and the Articles and Bylaws of the Association certain words and phrases have particular meanings which are as follows:

1. "Association" shall mean Remington Homeowners Association, a Washington nonprofit corporation, its successors and assigns.

2. "Common Areas" shall mean those portions of the "Properties" owned or to be owned by the Association for the common use and enjoyment of Association Members.

3. "Declaration" shall mean this Declaration of Protective Covenants, Conditions and Restrictions.

4. "Developer" shall mean The Quadrant Corporation, or a person or entity to which they assign their rights as Developer.

5. "Housing Unit" shall mean the buildings occupying a Lot.

6. "Lot" shall initially mean those Lots shown on the Plat of Remington, Division I. At such time as additional adjacent real property may be subjected to the Declaration, "Lot" shall include those lots shown on and included in the plat of said additional property.

7. "Member" shall mean every person or entity that holds a membership in the Association.

8. "Owner" shall mean the record owner of a Lot, whether one or more persons or entities, but excluding those having such interest merely as security. A real estate contract purchaser shall be deemed the Owner.

9. "Properties" shall initially mean the Real Property. If additional adjacent real property is subjected to the Declaration, "Properties" shall mean the real property described in the plats of both Division I and the plat or plats of said additional adjacent real property.

10. "Institutional First Mortgagee" shall mean a bank or savings and loan association or established mortgage company, or other entity chartered under federal or state laws, any corporation or insurance company or state or federal agency which holds a first mortgage or deed of trust against a lot or housing unit thereon.

ARTICLE TWO

Phased Development

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Section One: Initially only Division I shall be subject to the terms and provisions of the Declaration. Additional adjacent real property, may, at the option of the Developer, be subjected to the Declaration. The Developer hereby reserves for itself, its successors or assigns, the right to subject said additional adjacent real property to the terms and provisions of the Declaration, and to grant to the Owners of Lots located on said adjacent real property, after it is subjected to the Declaration, all of the rights and benefits to which Members of the Association are entitled. The Developer hereby reserves for itself, its successors or assigns, the right to develop said additional adjacent real property without subjecting it to the terms and provisions of the Declaration.

Section Two: Until said additional adjacent real property shall be subjected to the Declaration, said property shall not be subject to the terms and provisions of this Declaration. This Declaration shall not give the Association or any Lot owners any rights in said adjacent real property until it is subjected to the Declaration. At such time as said adjacent real property shall be subjected to the terms and provisions of this Declaration, said adjacent real property shall become part of the Properties and Lot Owners shall automatically become Members of the Association and shall be entitled to all of the rights and benefits and subject to all of the obligations of Members of the Association.

Section Three: Any such additional adjacent real property shall be deemed added hereto by the filing for record of an amendment to this Declaration so stating together with a plat of the phase to be added.

ARTICLE THREE

Management of Common Areas and Enforcement of Protective Covenants, Conditions and Restrictions

Section One: The community areas by this instrument are dedicated to the Association as the owner thereof. However, during the development period, the Association and the community area shall, for all purposes, be under the management and administration of the developer.

a. The development period for Division I shall be that period of time from the date of recording of this Declaration until 120 days after the date upon which 75% of the lots in Division I have been sold by the developer or any shorter period, as determined by the developer, but no longer than a period ending five (5) years from the recording of this declaration.

b. If the Developer adds additional adjacent real property to this Declaration, the development period for each additional adjacent property added shall run from the date of recording of the final plat for the additional parcel until 120 days after the date upon which 75% of the lots in that parcel have been sold by the developer or any shorter period as determined by the developer but no longer than a period ending five (5) years from the date of recording of the final plat approval for that additional land.

8902220506 Section Two: Developer may, at its option and at such time as Developer deems appropriate, select a temporary board of three (3) to five (5) persons who own, or are purchasers of lots. This temporary board shall have the full authority and all rights, responsibilities, privileges, and duties to manage the Association under this Declaration and By-Laws, and shall be subject to all provisions of the Declaration and By-Laws, provided, that after selecting any such temporary board, the Developer in the exercise of its sole discretion, may at any time terminate such temporary board and resume its management authority or select a new temporary board.

Section Three: These requirements and covenants are made in order to ensure that the properties and the Association will be adequately administered in the initial phases of development, and to ensure an orderly transition of association operations.

Section Four: At the expiration of Developer's management authority during the development period, the Association shall have the sole authority and obligation to manage and minister the common areas and to enforce these covenants, conditions and restrictions. Such authority shall include all authority provided for in the Association's Articles, By-Laws, rules and regulations, as initially adopted, or as the same may hereafter be amended, and all the authority granted to the Association by this Declaration, either directly or by necessary implication.

ARTICLE FOUR

Membership

Every person or entity who is an Owner of any Lot shall become a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. All Members shall have rights and duties as specified in this Declaration, and in the Articles and Bylaws of the Association.

ARTICLE FIVE

Voting Rights

Members shall be entitled to one vote for each Lot owned. When more than one person or entity owns an interest in any Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. The voting rights of any Member may be suspended as provided in the Declaration, or the Articles or Bylaws of the Association.

ARTICLE SIX

Property Rights in Common Areas

Every Member shall have a right, easement of enjoyment in and to, and an easement for ingress and egress over and upon the Common Areas owned by the Association, which rights and easements shall be appurtenant to and shall pass with the title to every Lot, subject to the following restrictions:

- (a) The right of the Association to limit the number of guests of Members, and to adopt rules and regulations;
- (b) The right of the Association to exclusive use and management of said Common Areas for utilities such as pipes, wires, conduits, and other utility equipment, supplies and material;
- (c) The rights reserved to the Developer in the Declaration;
- (d) The other restrictions, limitations and reservations contained or provided for in the Declaration and the Articles and Bylaws of the Association.

ARTICLE SEVEN

Maintenance and Common Expenses

Section One: The Association shall maintain the Common areas owned by it.

Section Two: Each Lot Owner hereby covenants and agrees to maintain his respective Lot and the Housing Unit located thereon in the same condition as a reasonably prudent homeowner would maintain his own home so that the entire Properties will reflect a high pride of ownership. If any Lot Owner shall fail to maintain his Lot or the Housing Unit located thereon in the same condition as a reasonably prudent homeowner, the Association shall have the right to notify said

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Lot Owner in writing of the maintenance required. If said maintenance shall not be performed within (30) days of the date said notice is delivered to the non-performing Lot Owner, the Association shall have the right to provide such maintenance, and to levy an assessment against the non-performing Lot Owner and his Lot for the cost of providing said maintenance. Said assessment shall constitute a lien against the Lot owned by the non-performing Lot Owner and may be collected in the same manner as any other monthly or special assessment and, if not paid within thirty (30) days after said assessment is levied, the Association shall have all remedies for collection as provided in Article Nine of the Declaration.

Section Three: Certain expenses shall be paid by the Association for the benefit of all Lot Owners and shall be referred to as Common Expenses. The Common Expenses shall be paid by the Association from funds collected from assessments paid by Lot Owners as hereinafter provided. The Common Expenses shall include, but shall not be limited to, the following:

- (a) The expense of maintaining the Common Areas and equestrian/pedestrian trails;
- (b) The real property taxes upon the Common Areas;
- (c) The cost of maintaining all required insurance coverage on the Common Areas;
- (d) The cost of any repairs or replacement of the Common Areas and equestrian/pedestrian trails;
- (e) Utility charges attributable to the Common Areas owned by the Association;
- (f) The cost of operating the recreational facilities;
- (g) The cost of maintaining entrance improvements, including, but not limited to, signs, lights, fences, walls, plantings and landscaping;
- (h) The cost of maintaining landscaped islands or medians;
- (i) Contracting with a private septic system maintenance company or public agency to provide for triennial system inspections and pumping where necessary;
- (j) Costs associated with establishing and coordinating a transportation management plan which educates the Lot Owners and encourages their use of transit and ride-sharing facilities; and
- (k) Any other expense which shall be designated as a Common Expense in the Declaration or from time to time by the Association.