

EASEMENT AGREEMENT

P.M. #240509-2-301

Handwritten signature

THIS AGREEMENT between the CITY OF SEATTLE, a municipal corporation, hereinafter referred to as the "City", and JOSEPHINE E. SUSSEX, as her separate estate, and BELLEVUE CHRISTIAN CENTER, a Washington corporation, hereinafter referred to as the "Grantees", WITNESSETH:

That for and in consideration of Twenty-Two Thousand Three Hundred Twelve Dollars (\$22,312.00), receipt of which is hereby acknowledged, and in consideration of the mutual agreements herein set forth, it is agreed by and between the parties hereto as follows:

1. The City hereby grants to the Grantees, their successors and assigns, a nonexclusive easement for ingress, egress and utilities upon, under and across that portion of the City of Seattle Transmission Line Right-of-Way described as follows:

The north 250 feet of the following described property:

That portion of Section 9, Township 24 North, Range 5 East, W.M., described as follows:

Beginning at the center of said Section;
thence North 89°03'00" West 127.52 feet along the east and west centerline of said Section;
thence North 05°09'57" West 238.73 feet;
thence North 00°16'18" East 415.80 feet to the north line of the southeast quarter of the southeast quarter of the northwest quarter of said Section;
thence South 89°11'00" East 150 feet along said north line to the northeast corner of the southeast quarter of the southeast quarter of the northwest quarter of said Section;
thence South 00°16'18" West 653.52 feet along the north and south centerline of said section to the point of beginning.

EXCEPT that portion thereof conveyed to the State of Washington by deed under King County Recording No. 7504030300.

For the benefit of and to serve the following described properties:

The south half of the northeast quarter of the southeast quarter of the northwest quarter of Section 9, Township 24 North, Range 5 East, W.M., in King County, Washington;
EXCEPT that portion thereof conveyed to the State of Washington for highway purposes by deeds recorded under Auditor's File No's. 3062152 and 3196481.

That portion of the southeast quarter of the southeast quarter of the northwest quarter of Section 9, Township 24 North, Range 5 East, W.M., in King County, Washington, lying easterly of a line parallel with and 150 feet northeasterly of the center line of State Highway 2A;
EXCEPT the south 200 feet thereof;
AND EXCEPT City of Seattle Transmission Line Right of Way.

The north half of the northeast quarter of the southeast quarter of the northwest quarter, of Section 9, Township 24 North, Range 5 East, W.M., in King County, Washington;
EXCEPT that portion thereof conveyed to the State of Washington for Primary State Highway No. 1, by deed recorded under Auditor's File No. 4924263.

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REC FEE
CASHSL

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RECEIVED THIS DAY

LEGAL DESCRIPTION
BY REC-NOV 3 11 1988
CHK 649 11/30/88

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2. The Grantees shall construct and maintain said easement at their sole cost and expense.
3. Parking, walkways and roadways shall be constructed in accordance with Exhibit "A" attached hereto and by this reference made a part hereof.
4. Construction plans including lighting and landscaping, for the easement shall be submitted by the Grantees to the City of Seattle, City Light Department, and must meet the approval of the Superintendent of City Light before construction. Such approval shall not be unreasonably withheld.
5. The Grantees shall not at any time interfere with the City's access to and over said easement area.
6. The easement shall not interfere with the City's use of the transmission line right-of-way.
7. No buildings or structures shall be placed on the easement property.
8. Plantings shall be limited to and maintained at a height below twelve (12) feet.
9. Should any of the City's facilities be damaged or disturbed by reason of the construction, maintenance, operation or use of said easement, the City may repair such facilities and the Grantees shall pay the cost of such repair.
10. The Grantees agree that the City shall not be responsible for any loss or damage done to said easement by reason of any construction, maintenance, alteration or improvements performed on said property by the City, its agents or representatives.
11. The Grantees agree to indemnify and save harmless the City from any and all claims, actions, or damages of any kind or description which may accrue to or be suffered by any person or persons or property by reason of construction, maintenance, operation or use of said easement, or the use or occupancy of said property by the Grantees, their successors or assigns. In the case of any suit or action brought against the City by reason thereof, the Grantees, their successors or assigns, will, upon notice to them of the commencement thereof, defend such suit or action at their sole cost and expense and will fully satisfy the final judgment rendered in any such action.
12. This easement is subject to existing easements of record.
13. In the event the easement herein granted be abandoned by the Grantees, their successors and assigns, this easement shall terminate and revert to the City, its successors or assigns.

IN WITNESS WHEREOF, the City of Seattle has caused these presents to be executed by the Superintendent of City Light, thereunto duly authorized pursuant to Ordinance 114670 on this 13th day of SEPTEMBER, 1989.

THE CITY OF SEATTLE

By: R. Rowley
Superintendent of City Light

Josephine E. Sussex
JOSEPHINE E. SUSSEX

BELLEVUE CHRISTIAN CENTER

By: Philip J. Linn
Title: President/Pastor

By: _____
Title: _____

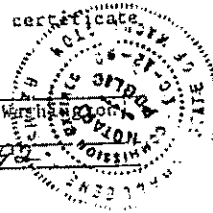
(FOR INDIVIDUAL ACKNOWLEDGMENT)

STATE OF WASHINGTON)
COUNTY OF King) ss.

I, the undersigned, a Notary Public, do hereby certify that on this 15th day of June 1987, personally appeared before me JOSEPHINE E. SUSSEX, to me known to be the individual described in and who executed the within instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year in this certificate above written.

Charlene A. Smith
Notary Public in and for the State of Washington,
residing at Seattle
My Commission Expires: 10/10/92



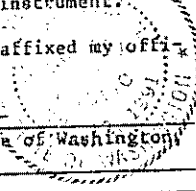
(FOR CORPORATE ACKNOWLEDGMENT)

STATE OF WASHINGTON)
COUNTY OF King) ss.

On this 16th day of June 1987, before me personally appeared Philip Gaines, to me known to be the President, and _____ Secretary, of BELLEVUE CHRISTIAN CENTER, the corporation that executed the within and foregoing instrument, and each acknowledged that said instrument was the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and each on oath stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Monica J. Dale
Notary Public in and for the State of Washington,
residing at King
My Commission Expires: 1-12-91

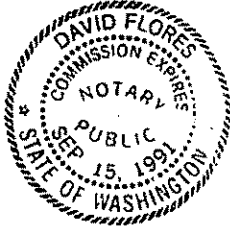


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STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that
RANDALL W. HARDY signed this instrument, on oath stated that he was
authorized to execute this instrument and acknowledged it as Superintendent
of City Light of The City of Seattle to be the free and voluntary act of
such party for the uses and purposes mentioned in the instrument.

Date: 9/13/89



David Flores
Notary Public in and for the State of Washington,
residing at Seattle
My Commission Expires: 9/15/91

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FILED FOR RECORD
@ REQUEST OF
CITY OF SEATTLE
CITY LIGHT DEPARTMENT
PROPERTY MANAGEMENT SEC
1015-3rd AVENUE
SEATTLE, WA 98101

@ REQUEST OF
CITY OF SEATTLE
CITY LIGHT DEPARTMENT
PROPERTY MANAGEMENT SEC
1015-3rd AVENUE
SEATTLE, WA 98101

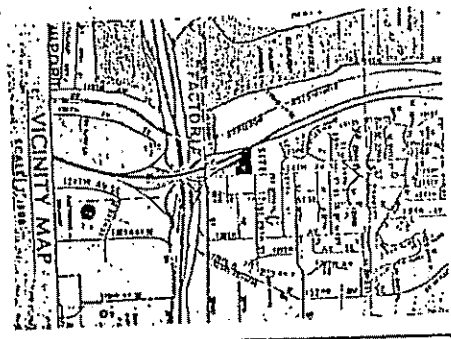
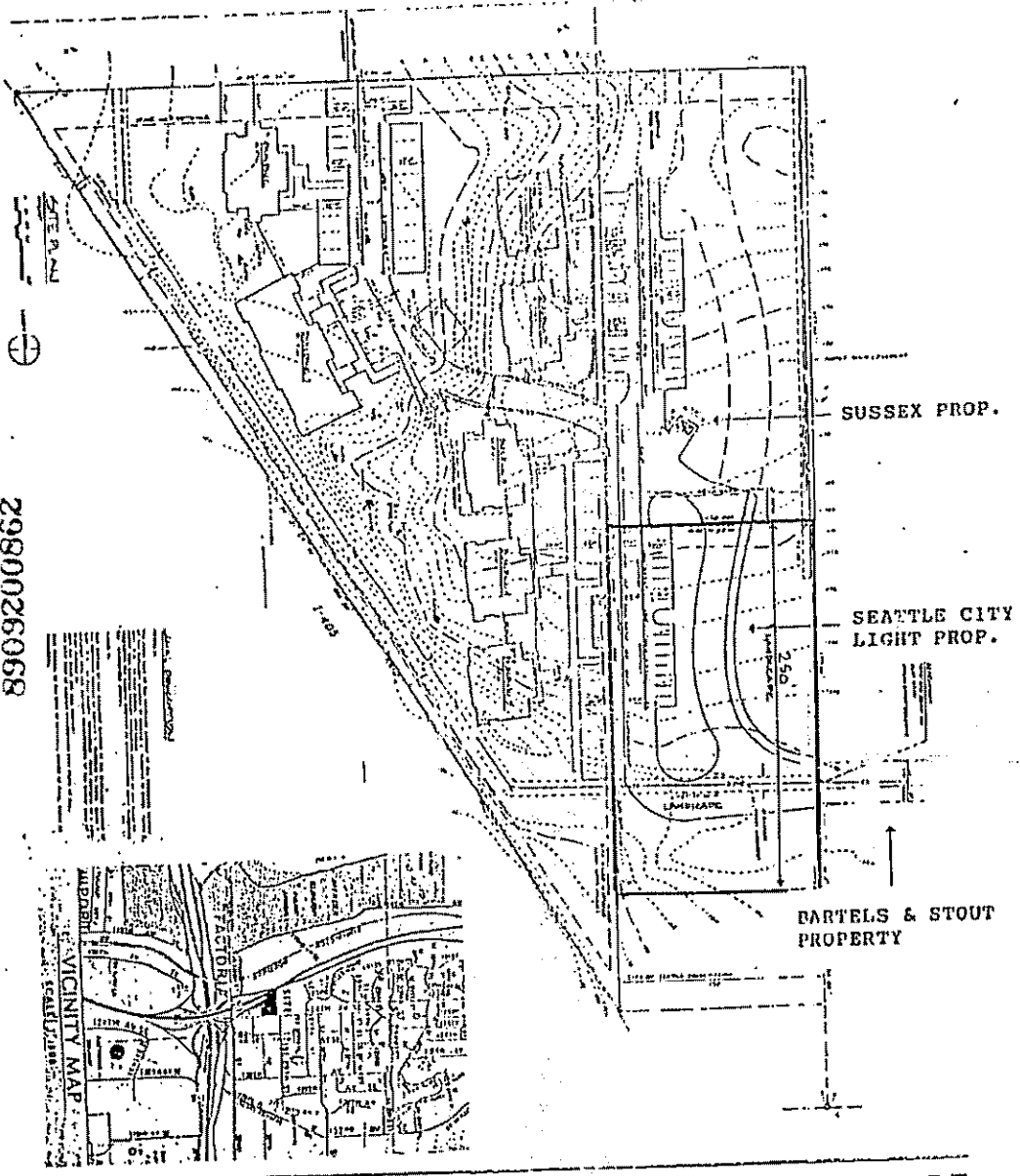
Scale 1" = 30'

IT MAP AND LOCATION OF PROPOSED EASEMENT AREA:
 e show streets, buildings, fences, or other features which relate to your request)

BELLEVUE CHRISTIAN
 CENTER PROP.

EXHIBIT 'A' (REV. 6/6/88)
 EASEMENT

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NORMAN
 CRESTON
 ARCHITECT
 8200 3rd Avenue N.W.
 Seattle, WA 98117
 (206) 764-1700
 SITE PLAN
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FILED FOR RECORD
 @ REQUEST OF
 CITY OF SEATTLE
 CITY LIGHT DEPARTMENT
 PROPERTY MANAGEMENT SEC
 1015-3rd AVENUE
 SEATTLE, WA 98101
pick-up

**PLANNED UNIT DEVELOPMENT DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
RENAISSANCE**

THIS INSTRUMENT is made on the date hereinafter set forth by the undersigned who is the owner of certain land situated in the City of Bellevue, State of Washington, County of King, known as Lots 1 through 28 of Renaissance and common areas described on Exhibit A attached. The undersigned covenants, agrees and declares that all of said lands and buildings hereafter constructed thereon are, and will be, held, sold and conveyed subject to and burdened by the following easements, restrictions, covenants, liens and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said lands, and all for the benefit of the owners of said lands, their heirs, successors, grantees and assigns. This instrument establishes a plan for the individual ownership of lots and buildings constructed thereon and for the management and administration through a non-profit corporation of the remaining land and related easements, hereinafter defined and referred to as the "common areas". The said non-profit corporation is Renaissance Homeowners Association, hereinafter referred to as the "Association." All provisions of this instrument shall be binding upon all parties having or acquiring any right, title or interest in the said lands or any part thereof, and shall in all respects be regarded as covenants running with the land.

PREAMBLE:

This instrument supersedes and replaces, in its entirety, the covenants, conditions and restrictions for Renaissance previously recorded under Recording No. 9407210758 on July 21, 1994. Said earlier covenants, conditions and restrictions are deemed null and void, and of no further force or effect; PROVIDED, that nothing herein shall conflict with the requirements set forth in City of Bellevue, Resolution No. 5770 dated April 19, 1994, and Ordinance No. 4681 effective August 1, 1994. To the extent that any conflict may appear, the terms of said Resolution and Ordinance shall prevail.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Renaissance Homeowners' Association, a Washington non-profit corporation, its successors and assigns.

Section 2. "Board" shall mean and refer to the Board of Directors of the Association.

Section 3. "Plat" shall mean that certain plat and P.U.D. commonly known as Renaissance the legal description of which is:

Lots 1 - 28 Renaissance as recorded in King County Auditors file #9410261274 in King County, Washington.

Section 4. "Properties" shall mean Lots 1 through 28 described in the said Plat.

Section 5. "Development Period" shall mean that period of time from the date of recording of this Declaration until a time which is one hundred twenty (120) days after the date upon which ninety-five percent (95%) of the Lots according to the Plat have been sold and construction of units thereon have been completed and occupied by the homeowners, any shorter period as determined by Declarant, but no longer than that period ending (10) years from the date of recording of this Declaration.

Section 6. "Lot" shall mean Lots one (1) through twenty-eight (28) shown on the plat plus any unit now or thereafter placed on that Lot together with all appurtenances of said Lot.

Section 7. "Common Area" shall mean all open space, common areas, community gardens, recreation space, planting areas, ponds, entry arbors and arbor vines as shown on the Plat, all of which shall

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be for the common use and enjoyment of the owners, except those areas which may be transferred by Declarant to any public agency now or in the future, including common facilities, storm water facilities, parks, roadways (other than any streets, utilities, and other areas dedicated to public use), walkways, greenbelts, reserve areas, and assigned recreational or parking facilities.

Section 8. "Association Action" means and refers to any corporate action by the Association, including but not limited to any change in the Bylaws or passage of any corporate resolution by the Board of Directors of the Association, or to any action by the members of the Association at a duly held members' meeting.

Section 9. "Members" shall mean and refer to every person or entity holding a membership in the Association. There shall be one membership per lot.

Section 10. "Owner" shall mean and refer to the record owner (whether one or more entities) of a fee interest in any lot, but excluding entities having such interest merely as security for the performance of an obligation. Purchasers under real estate contracts shall be deemed "owners" as against their respective sellers.

Section 11. "Unit" shall mean the sum of all buildings occupying any lot

Section 12. "Declaration" shall mean and refer to this instrument.

Section 13. "Declarant" and "Developer", as used interchangeably, shall mean and refer to Pan-Terra, Inc., a Washington corporation, its successors and assigns

ARTICLE II

PRE-EXISTING EASEMENTS AND MATTERS OF RECORD

The properties covered by this Declaration, to the extent that they may be already affected by easements and other matters of record, are submitted without the said burdens being previously removed and to the extent that the same are valid they shall continue despite this Declaration.

ARTICLE III

RENAISSANCE HOMEOWNERS' ASSOCIATION ESTABLISHED

To assure adherence to the Planned Unit Development approval and to maintain the community gardens and recreation space, the Declarant shall establish a Homeowners Association with covenants and restrictions that maintain the requirements of the P.U.D. and Plat approval. Elements to be addressed in the covenants and restrictions shall include, but are not limited to those covenants and restrictions which are required by the City of Bellevue Department of Community Development pursuant to the P.U.D. and Plat approval. At a minimum:

a. Attached hereto as Exhibit B is a landscape plan for the P.U.D. A site and landscape plan showing the limit of clearing permitted and the limit of landscaping permitted at each home is on file at the City of Bellevue DCD, the contents of which are incorporated herein by reference.

b. The covenants and restrictions shall provide for replacement of trees and other vegetation's as set forth herein.

c. Maintenance of common areas, including lawn care, cleanup and enhancements to vegetation, all as further set forth within these covenants and as shall be enforced by the Association.

d. Maintenance and repair of the common areas, including but not limited to roads, utilities, sidewalks, curbs, and applicable landscaping. The Developer gives no warranty to the Lot Owners nor the Association. Upon release of the City of Bellevue maintenance bonds, maintenance and repair shall become

Section 4. At such time as said mortgage or deed of trust holder shall become the record owner of the lot, he shall be subject to all of the terms and conditions of said instrument including those creating the obligation to pay for all assessments and charges accruing as to the said lot in the same manner as any owner.

Section 3. During the pendency of any proceeding to foreclose the first mortgage or deed of trust or second mortgage or deed of trust given to secure payment of the purchase price of a lot including any period of redemption, the holder of such mortgage or deed of trust, or the receiver, if any, may exercise any or all of the rights and privileges of the owner of the encumbered lot, including but not limited to the right to vote as a member of the Association to the exclusion of the owners' exercise of such rights and privileges.

Section 2. The holder of a first mortgage or deed of trust or second mortgage or deed of trust given to secure payment of the purchase price of a lot shall not, by reason of the security interest only, be liable for the payment of any assessment or charge as to such lot, nor for the observance or performance of any covenant or restriction, excepting only those enforceable by equitable relief and not requiring the payment of money and except as hereinafter provided.

Section 1. The provisions of this Article VI apply for the benefit of each institutional first mortgagee and to secured entity who lends money to Declarant for purposes of construction or to secure the payment of the purchase price of a lot and may change to meet financing and governmental requirements or requests. These Article V provisions supersede any contrary provisions of the Articles, Bylaws, rules or regulations of the Association, or inconsistent provisions of this Declaration.

SUBORDINATION OF LIENS

ARTICLE V

Said liens shall expire periodically also in accordance with the terms of this Declaration. but provided further, that in the event of any sale or refinancing, said liens shall not be subordinated at closing. shall be subordinate to the lien of a first mortgage or deed of trust in favor of an institutional first mortgagee of the Association. Said liens shall arise automatically in accordance with the terms of this Declaration, but lien for each said respective lot when created shall be a security interest in the nature of a mortgage in favor of the Association. The said Association the payment to it of all assessments, interest, costs and attorneys' fees. The said Association, to create a lien in favor of the Association against each lot to perpetually to the power of the Association perpetually the power, and hereby subjects all lots

ASSOCIATION LIENS

ARTICLE IV

The Association shall indemnify and hold harmless the Declarant/Developer, its successors and assigns from liability for all Association Actions. The Association shall accept the tender of any defense in the event of litigation against the Declarant/Developer arising out of Association Action, unless Declarant/Developer chooses to retain its own attorney, in which case all legal fees and court costs shall be paid or reimbursed as applicable by the Association. The Association shall promptly pay and satisfy any judgment that may be entered against Declarant/Developer arising out of Association Action. This provision is not intended to require the Association to indemnify and hold harmless the Declarant/Developer for Declarant/Developer's negligence.

Developer from all such expense. the sole responsibility of the Association and the Lot Owners. Any damage to the improvements (roads, utilities, sidewalks, curbs and landscaping, et. al.) at any time (including the period during which the City of Bellevue standards, and said Lot Owner and the Association shall indemnify and hold harmless the persons, etc., shall be the responsibility of the Lot Owner and the Association, jointly, to repair and restore to maintenance bonds are in effect) by any Lot Owner, or his or her guests, children, tenants, invitees, delivery

HOMEOWNERS ASSOCIATION

ARTICLE VI

Section 8. No land or improvements devoted to the dwelling use shall be exempt from assessments by the Association in any event, but there shall be exemption from assessments by the Association the common area, and all portions of the properties dedicated to and accepted by a local public authority or other charitable or non-profit organization exempt from taxation by the laws of the State of Washington.

Section 7. The liens for assessments provided for in this instrument shall be subordinate to the lien of any mortgage, deed of trust, or other security interest placed upon a lot as a construction loan security interest or as a purchase price security interest, and the Association will, upon demand, execute a written subordination document to confirm the particular superior security interest. The sale or transfer of any lot or interest therein shall not affect the liens provided for in this instrument except as otherwise specifically provided for herein, and in the case of a transfer of a lot for purposes of realizing a security interest, liens shall arise against the lot for any assessment payments coming due subsequent to the date of completion of foreclosure (including expiration of redemption).

Section 6. Regardless of the foreclosure of any security interest in a lot, any unpaid assessments shall nevertheless continue to exist and remain as a personal obligation of the owner against whom the same accrued and the Association shall use reasonable efforts to collect the same from the owner even after he is no longer a member.

Section 5. Said mortgage or deed of trust holder or other secured party acquiring title to an encumbered lot through foreclosure, suit, deed of trust sale, deed in lieu of foreclosure or equivalent method, shall acquire title to the encumbered lot free and clear of any lien authorized by or arising out of any of the provisions of this instrument insofar as said lien secures the payment of any assessment or charge installment accrued but unpaid before the final conclusion of any such proceeding including the expiration date of any period of redemption. The Association by Association Action may treat any unpaid assessment against a lot foreclosed against as a common expense in which case it shall prorate such unpaid assessments among remaining lots and each such lot shall be liable for its pro-rata share of such expense in such manner as any other assessment.

1.2 These requirements and covenants are made in order to insure that the properties and Association will be adequately administered in the initial phases of development; to assure an orderly transition of Association operations; and to maintain the requirements of the Planned Unit Development approval established by the City of Bellevue.

1.3 At the expiration of Declarant's management authority, administrative power and authority shall vest in a Board of five (5) directors or such other number as may be provided in the Bylaws, elected from among the lot owners. The Board may delegate all or any portion of its administrative duties to a manager, managing agent, or officer of the Association, or in such manner as may be provided by the Bylaws. All Board positions shall be open for election at the first annual meeting after the period of Declarant's authority ends. The Board shall elect officers of the Association from among its members, which shall include a president who shall preside over meetings of the Board and the meetings of the Association.

Section 2. By acceptance of an interest in any lot covered by this Declaration, the owner covenants and agrees thereby for himself and his heirs to observe and comply with all terms of this Declaration, the Articles of Incorporation of the Association, its current By laws, and all rules and regulations promulgated by Association Action. The acquisition of an interest in fee of any lot covered by this Declaration automatically thereby makes the acquiring party subject to this Declaration.

Section 3. For each lot covered by this Declaration there shall be but one membership in the Association and said membership shall be automatically held and owned in the same manner as the undivided fee interest in any lot shall be automatically thereby a security interest in a lot for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot. There shall be one vote for each lot owner whether such lot is improved or not. There shall be a total of 28 votes. A single vote is hereby made appurtenant to each membership in the same manner as each such membership is made appurtenant to each respective lot. When a single entity holds more than one membership, each membership may be voted separately. When more than one entity holds in common the fee interest in any lot, the vote for such lot shall be exercised as the owners among themselves determine, but in no event shall more than one vote be cast with respect to any lot. In case they are unable to agree their vote shall not be counted, but their presence at any meeting, in person or by proxy, shall be counted for purposes of constituting a quorum.

Section 5. Every member shall have a right of easement of enjoyment in and to the common area and for ingress and egress over and through the common area and such easement shall be appurtenant and shall pass with title to every lot, subject to the restrictions and the following provisions, powers and rights which are otherwise hereby granted:

5.1 The right of the Association to limit the number of guests of members; and

5.2 The right of the Association by Association Action to make reasonable rules governing use of common areas and facilities and to change reasonable admission and other fees for the use of any recreational facilities within the common area; and

5.3 The right of the Association to suspend the voting rights and right to use any portion of the common areas by any member for any period in which any assessment by the Association against his lot remains unpaid, and this right shall not be exercised by the Association as against any secured party with respect to assessments coming due before completion of foreclosure proceedings through a period of redemption; and

5.4 The right of the Association to suspend the voting right and right to use any portion of the common area by any member for any violation of the Association's rules and regulations, which suspension shall not exceed 180 days; and

5.5 The right of the Association to exclusive use and management of the common area for utilities such as pumps pipes, wires, conduits, and other utility equipment, supplies and materials; and

5.6 The right of the Association to borrow money (except as otherwise proscribed by other contracts) for the purpose of improving the common area and facilities and in aid thereof to convey a security interest in the common area; and

5.7 The right of Association to dedicate or transfer any portion of the common areas owned by the Lot Owners, or easements with respect to the common areas, to any public agency, authority, or utility for such purposes and subject to such conditions as may be directed by the Association; provided, that transfer of ownership of any portion of the common areas is subject to a two-thirds approval of all of the Lot Owners then holding membership in the Association. The right to grant easements shall be vested in the sole discretion of the Association.

5.8 The right of the Declarant during the development period to have the exclusive control, management and administration of the common areas.

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Section 6. Any member may delegate his rights of enjoyment to the common area and facilities to the members of his family and tenants.

Section 7. The ownership of each lot shall entitle the owner or owners thereof to the use of such parking areas as may be specified by Association Action. No common parking stalls shall be reserved for the exclusive use of any one member or their guests except for special occasions as approved by the Association.

Section 8. Membership in the Association may be (but need not be) evidenced by a written certificate validated by the Association annually. A membership in the Association shall be inalienable and unencumberable in any way except as an apportionment to a lot which entitles an entity to membership. Upon the transfer of any membership, the Association shall delete the name of the old members and reflect the new members succeeding in interest to the lot involved. Any attempt to make a prohibited transfer of a membership is void and will not be reflected upon the records of the Association nor shall the same be recognized by the Association. If an owner refuses or neglects to advise the Association, the Association may, on evidence satisfactory to it, reflect such new transfer upon the books of the Association and recognize as the member the successor or successors in interest to the exclusion of the prior member.

Section 9. Each lot owner for himself/herself, his/her heirs, successors and assigns, covenants and agrees that each lot shall be subject to annual assessments or charges and certain special assessments for capital improvements in an amount to be determined by the developer during the development period and thereafter by the Association, and that a lien (periodically arising) shall exist in favor of the Association and the developer with respect to each such lot as security for amounts to be paid in accordance with this instrument and the following provisions:

9.1 The Association shall maintain and otherwise manage all of the common area, including (without limitation) the landscaping, irrigation and storm drainage systems including the fountain in the storm water retention pond, parking areas, streets, common areas, streets, and recreational facilities (if any) and electrical lines from the streets to and under each building including the street lighting and conduct such additional maintenance as may be determined by Association Action. The Association shall maintain and where necessary replace all trees in the Common Areas. Owners shall maintain their lots the street lighting and conduct such additional maintenance as may be determined by Association Action. Owners shall maintain their lots in the same condition as a reasonably prudent homeowner would maintain his own home and shall cooperate with the Association so that the entire development will reflect a significant pride of ownership. The maintenance of the individual lots shall be the sole obligation and expense of the individual owners thereof. Individual owners will be responsible for maintenance of service lines for sewer and water from their respective unit to main line connections. During the Development Period, the Developer may at its option maintain the common areas for the benefit of the Association, at the sole expense of the Association.

9.2 Within thirty (30) days prior to the beginning of each fiscal year the Board shall prepare a budget and an estimate of the charges (including common expenses and any special charges for particular lots) to be paid during such year; shall make provisions for creating, funding and maintaining reasonable reserves for contingencies, operations, repairs, replacements, improvements and acquisition of common areas and facilities; and shall take into account any expected income and any surplus available from the prior year's operating fund. Without limiting the generality of the foregoing but in furtherance thereof, the Board shall create and maintain from regular monthly assessments a reserve fund for maintenance and replacement of those common areas which can reasonably be expected to require maintenance and replacement prior to the end of the useful life of the buildings or equipment. The Board shall calculate the contributions to said reserve fund so that there is sufficient funds therein to maintain and replace each common area covered by the fund at the end of the estimated useful life of each such common area. The Declarant or initial Board may at any time establish the first such budget and estimate. Any annual budgeted sum for a new capital improvement or acquisition in excess of Two Thousand Eight Hundred Dollars (\$2,800.00) shall be subject to the prior approval of 60% of the owners. If the sum estimated and budgeted at any time proves inadequate for assessment, the Board may at any time levy a further assessment, which shall be assessed to the owners in like proportions. Any surplus funds shall be carried over and applied against amounts needed in the following year. The Association has the right, but not the obligation, to establish a reserve account for maintenance and replacement of any improvement at any time; provided that the Association shall

commence reserving funds for replacement of a capital improvement no less than five years prior to the end of the estimated useful life of any improvement.

9.3 Unless otherwise determined by the Board for Special Assessments, all assessments shall be made by Association Action setting forth lot numbers and the amount thereby assessed against the same and shall be assessed equally among the lots. Notification of the amount of the assessment shall not be necessary to the validity thereof. Upon each assessment a lien therefor in favor of the Association shall arise to secure the payment of the same together with applicable interest thereon, costs and reasonable attorneys' fees for collection, for all of the foregoing there shall also arise a personal obligation upon the owners of each such respective lot as of the date and time of the assessment.

9.4 The assessment by the Association shall be made for, and the proceeds therefrom shall be used for, promotion of the recreation, health, safety and welfare of the members and their use and enjoyment of the common area. In connection with determining whether or not to make an assessment and the amount thereof, consideration shall be given to the following:

9.4.1 The cost of taxes, repairs, replacement and maintenance of the common area; including but not limited to lawn care, pond and storm water management, clean up and enhancements to vegetation; and

9.4.2 The cost of amounts necessary for the establishment and maintenance of a reserve for repair, maintenance, taxes and other charges, including insurance premiums; and

9.4.3 The cost of any recreational facilities as may from time to time be provided; and

9.4.4 The cost of the sewer, storm drainage, roads, sidewalks, and water system maintenance, including the detention facilities; and

9.4.5 The cost of all landscaping in the common areas, arbors, and replacement of all trees and other vegetation in common areas which are in a diseased or damaged condition.

9.5 By virtue of this instrument each member during the development period shall pay to the developer an annual amount which is hereby assessed against each lot and completed home (or contract to build) of Three Hundred Dollars (\$300.00) for annual assessments. These amounts shall be held by the Developer and turned over to the Homeowners Association at completion of the development period. In addition, each Lot Owner with a completed home or a contract to build a home shall make a one-time payment of \$250.00 to the Developer to be held in a separate account in trust for the purposes specified in Paragraph 9.4 above as needed in the sole discretion of the developer. Upon termination of the development period, and release of all maintenance and other related bonds and set-asides by all government agencies, any balance on account shall be paid to the Association as part of the Association's general funds. The initial annual assessment by the Association shall be \$300.00 subject to revision by Association Action. The Association shall organize two work parties per year to clean and maintain the Common Areas, and Lot Owners shall be invited to participate in the work parties. Any Lot Owner shall have the option not to participate in the work party, but failure of any Lot Owner to participate shall result in an increase of the general assessment of \$100.00 per work party missed. If any Lot Owner is unable to participate in the work parties, the Lot Owner may avoid increase of the general assessment by performing other maintenance duties as determined by the Association in its sole discretion. Declarant believes that the work parties will hold down maintenance costs of the Association as a whole and will foster a community feeling within Renaissance.

9.5.1 Notwithstanding anything to the contrary herein, Declarant shall not be assessed any homeowners dues at any time on unsold lots.

9.6 The liability of each member for assessments shall commence on the date upon which any instrument of transfer to such person becomes operative (such as the date of a real estate contract for the sale of any lot, the date of death in the case of a transfer by Will or intestate succession, etc.) and, if earlier, the first full year's annual assessment, a pro-rated amount of the current calendar year plus the next full calendar year's assessment shall be due. Annual assessments for subsequent fiscal year shall thereafter be due and payable in full on January 1 of that year to reduce accounting work. Special assessments are due

and payable at such time as directed by Association Action. The Association may in its discretion set up a payment program based on financial necessity and on such terms as the Association may direct including imposition of a processing fee and interest rate on deferred payments.

9.7 Upon request the Board shall furnish written certificates certifying the extent to which assessment and assessment payments on a specified lot are paid and current to the date stated therein. Issuance of such certificates shall be conclusive evidence of payment of any assessment or assessment payments therein declared to have been paid. A reasonable charge may be made by the Association for the issuance of such certificate.

9.8 In addition to annual assessments, special assessments applicable to that year only may be made by the Association. Such assessments may be for construction, reconstruction, repair or replacement of capital improvements in the common area and related personal property or fixtures. Except on an emergency basis special assessments may be made only at a special meeting of the Association members called in accordance with its Bylaws and Articles.

9.9 Annual and special assessments together with the interest thereon and the cost of collection thereof including reasonable attorneys fees shall become a lien against each respective lot in the amount stated in the assessment from the time of the assessment, but expiring pro rata as the assessment payments are made, and shall also be the personal obligations of the entities who were the owners of each lot at the time of assessment. The personal obligation to pay a prior assessment shall not pass to successors in interest unless expressly assumed by them, provided, however, that in the case of a sale or contract for the sale of (or the assignment of) a contract purchaser's interest in) any lot which is charged with the payment of an assessment, the person or entity who is the owner or contract purchaser immediately prior to the date of such sale, contract or assignment shall be personally liable only for the amount of the monthly installments due prior to said date and the new owner or contract purchaser or assignee shall be personally liable for monthly installments becoming due on or after said date.

9.10 If any assessment is not paid in full within thirty (30) days after it was first due and payable, the assessment shall bear interest on the unpaid portion amounts from the date it was made at the rate of twelve percent (12%) per annum; provided, that the Association may, by Association Action, elect to charge a higher rate of interest if permissible under applicable state law, and further provided that if the maximum legal rate is less than twelve (12%), then the default rate shall be deemed to be the maximum legal rate. Each member hereby expressly grants the Association, its agents and the developer during the development period, the right and power to bring all actions against such member personally for the collection of such assessments as a debt of the Association, by foreclosure of the continuing liens in the same form of action as is then provided for the foreclosure of a mortgage on real property. The liens provided for in this instrument shall be for the benefit of the Association as a corporate entity, and the Association shall have the power to bid in at any lien foreclosure sale and to acquire, hold, lease, mortgage, and convey the lot foreclosed against.

9.11 In the event any member shall be in arrears in the payment of the assessments due or is otherwise in default of the performance of any terms of the Articles and Bylaws of the Association or of this Declaration for a period of thirty (30) days, said membership's rights shall be suspended (except as against foreclosing secured parties) and remain suspended until all payments are brought current and defaults otherwise remedied. No member except for Declarant is relieved of liability for assessments by non-use of the common area or by abandonment of a lot.

9.12 No action shall at any time be taken with respect to assessments that may unreasonably discriminate against any particular owner in favor of other owners.

9.13 Declarant/Developer is hereby exempted from paying any fees, assessments, dues, and any other charges of whatsoever nature and kind, to the Association regardless of the period of time that Declarant/Developer may hold title to any Lot.

Section 10. Each owner expressly covenants that the Association and the Declarant may enter into management agreements for the common area, and all maintenance functions related thereto, with such entities as the Association or Declarant deem fit and proper, and that they are bound to observe the terms and conditions of any such management agreement. Any such management agreement shall be made

Section 4. Limited Easement for Construction, Improvements. The Declarant, and each Lot Owner, is granted a limited easement/license over the property of each adjoining Lot Owner and the common areas to the extent necessary for the construction, improvement, repair and maintenance ("the Work") of any Lot;

Section 3. Limited Easement for Continuous Trellis. Each Lot Owner grants a limited air easement to the extent that the continuous trellis fronting the Units extends over any Lot Owner's property line.

Section 2. Limited Easement for Roof Overhangs. Each Lot Owner is granted a limited air easement to the extent that the roof overhangs of individual Units extend over the property boundary in the Common Areas of the Development, and the existence of such roof overhangs shall not give rise to any claim on the part of the Association, any Owner, or any other third party.

Section 1. Creation of Exclusive Side Easements. The following lot owners ("Granting Lot Owners") grant exclusive easements to their adjoining lot owners ("Recipient Lot Owners") for the purposes of maintaining landscaping between units on a uniform basis, and providing exclusive side entrances to the Units: Lot 1 to Lot 2, Lot 2 to Lot 3, Lot 3 to Lot 4, Lot 4 to Lot 5, Lot 5 to Lot 6, Lot 6 to Lot 7, Lot 7 to Lot 8, Lot 8 to Lot 9, Lot 9 to Lot 10, Lot 10 to Lot 11, Lot 11 to Lot 12, Lot 12 to Lot 13, Lot 13 to Lot 14, Lot 14 to Lot 15, Lot 15 to Lot 16, Lot 16 to Lot 17, Lot 17 to Lot 18, Lot 18 to Lot 19, Lot 19 to Lot 20, Lot 20 to Lot 21, Lot 21 to Lot 22, Lot 22 to Lot 23, Lot 23 to Lot 24, Lot 24 to Lot 25, and Lot 25 to Lot 26. Each easement shall consist of a rectangular area on the Granting Lot Owner's property bounded by the side foundation wall, the property line, and two perpendicular lines extending from the front and rear corners of the side foundation, respectively, to the property line. Each Recipient Lot Owner is charged with the duty of maintaining his/her neighbors landscaping within the easement area. Each Recipient Lot Owner has the privilege of the exclusive use of the entire easement area for all purposes including ingress to and egress from the unit; provided, that each Granting Lot Owner retains the limited right to enter the side yard for purposes of construction and maintenance of improvements to the Unit. These rights and duties are created to assure uniform upkeep of landscaping between units regardless of property boundaries, and to provide an area of exclusive ingress and egress to the Recipient Lot Owners. This easement shall not be intended to alter the responsibility of each lot owner for the proper maintenance and repair of his/her unit including foundation and exterior siding. All adjoining lot owners (Lots 1-26) further grant each other reciprocal easement rights to the extent necessary for the construction, use and maintenance of walkways, concrete patios and trellises straddling the property lines between the units.

CREATION OF HOMEOWNER EASEMENTS

ARTICLE VIII

Section 12. In the event the Association is dissolved or fails to carry out its duties under these Covenants, each Lot Owner shall be personally liable for a pro rata share of the cost of performance of the duties of the Association. This covenant shall run with the land and be binding on each purchaser, and his or her heirs, successors and assigns. Provided, that in the event there are insufficient funds to carry out the duties of the Association, each homeowner may be assessed up to double its pro rata share to carry out the duties of maintenance and repair.

Section 11. All dollar amounts noted herein are subject to change in accordance with changes in the Consumer Price Index ("CPI"). The CPI shall mean the CPI index for the Seattle metropolitan area promulgated by the Bureau of Labor Statistics of the United States Department of Labor, using the year 1991 as a base of 100. Commencing on January 1, 1997, and thereafter annually, the Board shall recalculate all budgeted sums in accordance with the percentage change in the CPI then in effect for the Seattle metropolitan area. In the event of uncertainty regarding the applicable CPI index to apply, or in the event no applicable CPI exists, then the decision of the Board shall be final and binding.

Association a management fee of fifteen (15%) to maintain and manage the maintenance of all common areas. development will be terminable by the Association for cause upon thirty (30) days' written notice thereof, and the term of any such agreement may not exceed one year, renewable by agreement of the parties for successive one-year periods. During the development stage of the plat/PUD and until all releases from all maintenance bonds from any governmental agency, the Declarant shall (unless Declarant declines the opportunity to do management work and/or the right to be compensated for said work) be paid by the Association a management fee of fifteen (15%) to maintain and manage the maintenance of all common areas.

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provided, that the Declarant and each Lot Owner shall go upon the adjoining lots and the common areas only to the extent reasonably necessary to carry out the Work, and upon completion of the Work, the Declarant or Lot Owner shall restore the adjoining property to the extent practicable including replacement or rehabilitation of any landscaping and/or vegetation damaged by the carrying out of the Work.

ARTICLE IX

COMMON AREA AND LOT USE RESTRICTIONS

Section 1. All lots within the properties and otherwise subject to this instrument shall be solely and exclusively for private residences.

Section 2. Except as built by developer or otherwise authorized by Association Action, all garages shall be incorporated in or made a part of a unit and shall remain operable at all times for the purpose of parking an automobile therein. Garage doors shall be kept closed at all times when not in current use - so as to maintain the sightliness of the Development as a whole.

Section 3. No animals, livestock, or poultry of any kind (other than house pets in accordance with rules and regulations established by the Association) may be kept on the properties. Owners shall obey all state and local laws and ordinances pertaining to care, control and husbandry of animals and pets. In no event shall any dog be allowed to run outside the Owner's lot without a leash, except where the dog is under the Owner's direct verbal command at all times, or otherwise create a nuisance. Structures to shelter domestic pets and dog or other animal runs and/or kennels shall be prohibited within ten (10) feet of any property line. Commercial breeding and/or storage of animals is prohibited. All dogs or other animals making occasional noise over forty-five (45) decibels or repeated noises more than ten (10) seconds in any one hour shall be kept inside with all doors, windows and openings shut. The Declarant of the Association may assess a fine of One Hundred Dollars (\$100.00) per occurrence for violation of this covenant and may require removal of the pet from the Development. Said fine may at the Association's discretion be increased to Two Hundred Fifty Dollars (\$250.00) per occurrence in excess of two occurrences per calendar year.

Section 4. No mobile homes, house trailer, camper, boat, boat trailer, recreational vehicle, or similar item shall be stored or kept on any portion of the property, except in garages, unless expressly authorized by Association Action, provided that the Declarant/Developer shall be exempt from this provision.

Section 5. No garbage, refuse, or rubbish shall be deposited on or left on any lot unless placed in a suitable container screened from public view.

Section 6. Any construction or repair work with respect to any unit shall be prosecuted diligently and continuously from commencement until completion and no building material of any kind shall be placed or stored outside any unit (except by developer) unless expressly authorized by Association Action.

Section 7. The owners shall use their respective properties in such a manner so as not to offend or detract from other owners' enjoyment of their own respective properties. All owners shall use their property solely and exclusively for private family residences with apartment garages. Conduct of a private business shall be permitted on the condition that (1) not more than three nonresidents are employed at the business location, (2) business visits to the home do not average more than twenty per day and (3) the owner complies with all applicable governmental regulations and codes applicable to such use. No signs of any kind or description shall be erected, posted, painted or displayed on any building on any portion of the properties unless expressly authorized by Association action, or unless erected or placed by the Developer, or as otherwise required by law. The posting of signage, or other publication, written or verbal, which libels or disparages the Declarant/Developer shall be fined at the rate of \$150.00 per day per occurrence until removed or ceased.

Section 8. No vehicle of any kind shall be parked or left unattended on the properties, except in private garages, or those areas designated by Association Action or the Declarant for parking purposes. There shall be no parking around the circumference of the pond except as authorized by Association action for special occasions.

Section 9. No trees over twelve inches (12") in diameter as measured three feet (3') above the average ground height six inches (6") from the base may be cut down, topped or branches trimmed in excess of ten percent (10%) per year of the total length and number of limbs, except by Declarant/Developer unless it is:

8.1 In order to build a home, patios, sidewalks, decks or other structure on a Lot;

8.2 In order to allow entry or garage access;

8.3 In order to protect Owners against a diseased or dangerous tree or trees;

8.4 In order to comply with any requirements of any governmental authority with jurisdiction over the Development, including those now in existence or to be made law in the future;

8.5 In order to install any and all utilities, roadways, etc.;

9.6 Should it become necessary by Association Action to remove any trees, and other vegetation in common areas, due to disease, storms, or for any other reason, said trees and vegetation shall be replaced by trees/vegetation of comparable type and in reasonable numbers to provide adequate screening where appropriate;

9.7 As required by existing and or future easement agreements of third parties; and

9.8 Allows for light, air or views and approved by the City of Bellevue and the Association.

In addition to the above requirements and restrictions, any proposed removal of trees and/or vegetation must comply with the applicable rules and regulations of the P.U.D. and the City of Bellevue, and shall comply with all easements and agreements between the Developer and any third parties affecting the property.

Section 10. Any lease agreement between an owner and a lessee shall provide that the terms of the lease are subject in all respects to the provisions of the Declaration, Articles of Incorporation and the Bylaws, and any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be in writing and for a minimum term of thirty (30) days. Other than the foregoing, there is no restriction on the right of an owner to lease his or her unit except as otherwise provided by law.

Section 11. No firearms, cross bows, bows and arrows, or air guns, including without limitation, BB-type or pellet guns, whether for purposes of hunting or target practice, shall be used within the Development, unless expressly authorized by Association Action.

Section 12. No television cables, no aerial, satellite dish or antennae shall be placed or erected upon such Lot or affixed in any manner to the exterior of any building or structure on the lot unless expressly authorized by Association Action; provided, that satellite dishes of 24 inches in diameter or less shall be permitted in rear yard areas if screened from neighbors' view.

Section 13. No portion of any Lot shall be used as a drying or hanging area for laundry or other items of any kind where it can be viewed from any street or adjoining neighbor's property.

Section 14. All Lot Owners shall install and maintain light sensors just to the side of the outside garage corners in conformance with the design specifications of the Developer. For security reasons, all exterior garage front lights/floodlights shall remain on at all times between dusk and midnight.

Section 15. Additional Responsibilities of Lots 3-5, 26, 27 and 28. As a condition to purchase of the foregoing Lots, the Owners of Lots 3-5, 26, 27 and 28 shall be responsible to the Association and Declarant for the maintenance and upkeep of the landscaping in the common areas adjoining their properties to the rear and on their Lots as required by the P.U.D. The Association shall periodically inspect said lots and common areas to ensure that the Owners are in compliance with the conditions of this paragraph. The responsibilities set forth herein shall bind the Owners of the specified Lots, their heirs, successors and assigns.

Section 3. Despite any other provisions of this instrument, it is expressly permissible during the development period and for up to one year after the last unit is complete, for the Declarant to maintain on any portion of the properties such facilities as in the sole opinion of the Declarant may be reasonably

Section 2. The Declarant/Developer or the Association may transfer any sanitary sewer system, storm, roads, sidewalks or water system in the properties and open space to the City of Bellevue or other third party for ownership and maintenance together with any necessary easement relating thereto and each lot and the common area shall become burdened thereby. Additionally, there is hereby created as to each portion of each lot upon which there is no building used as a dwelling or garage and as to each portion of the common areas for the necessary benefit of each lot, a blanket easement to the Declarant and the Association across, over and under the same premises for ingress, egress, installation, replacing, repairing and maintaining any utility (including, without limitation, landscaping, landescaping, water, sewer, storm, drainage, gas, telephone, or electric or television facilities). Provided, however, any entity engaged in conduct pursuant to such easement rights shall be personally responsible to exercise such rights reasonably and to repair and pay for any damage caused by the exercise of such rights. The storm drainage system, maintenance and operation shall remain the sole responsibility of the Association.

Section 1. The Declarant/Developer shall at all times after transfer of any Lots and Common Areas, retain the right to create such easements over, under and through the Lots and the Common Areas in such places as the Declarant/Developer, in the exercise of its sole discretion, determines to be needed to install improvements, and to otherwise maintain, repair and improve the Properties and the improvements thereon. Said right to create easements by the Declarant/Developer shall be broadly construed and shall include the right to create easements over any Lot or other Common Area for the benefit of any third party including but not limited to third party Lot owners, the Declarant, and any municipality including but not limited to the City of Bellevue.

MISCELLANEOUS EASEMENT AND OTHER RIGHTS

ARTICLE XI

Section 2. The maintenance, upkeep and repair of individual units shall be the sole responsibility of the individual owners thereof and in no way shall it be the responsibility of the Association, its agents, subagents, officers or directors. Any action necessary or appropriate to the maintenance and upkeep of the common area, the landscaping, irrigation, arbors, sewer and water systems, recreation areas (if any), parking areas and walks, gas, telephone, or electrical or television facilities shall be taken by the Association only. Should an owner fail to keep up his lot and unit to Association standards, following written notice from the Association of the deficiencies and written notice from the Association and its representatives may come onto the property for the purpose of performing necessary maintenance to the unit and the premises and impose a lien on the property for the actual cost of said improvement.

Section 1. No fences, hedges or walls shall be erected or maintained unless authorized by the Declarant or Association Action. The Association may establish an Architectural Control Committee for the purpose of delegating thereto the powers and duties of the Association or its Board under this Declaration.

USE AND REPAIR COVENANTS

ARTICLE X

Section 17. The Association shall at all times maintain Declarant's name on all entry signs and entry monuments in the size and type as directed by the Declarant.

Section 16. Additional Responsibilities of Owners of Lots 1, 18. The Owners of Lots 1 and 18 shall maintain the landscaping in the triangular areas adjoining their Lots to the East. The Association (and the Declarant in its discretion) shall periodically inspect said lots and common areas to ensure that the Owners are in compliance with the conditions of this paragraph. The responsibilities set forth herein shall bind the Owners of the specified Lots, their heirs, successors and assigns.

1.6 Such other insurance as the Board deems advisable, including directors and officers liability insurance covering the Board and officers of the Association.

1.5 Insurance against loss of personal property of the Association by fire, theft and other losses with deductible provisions as the Board deems advisable.

1.4 Fidelity coverage naming the Association as an obligee to protect against the dishonest acts by the Board, Association officers, manager and employees of any of them and all others who are responsible for handling Association funds in an amount equal to at least fifty percent (50%) of the estimated annual operating expenses, including reserves. Fidelity bonds providing such coverage shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

1.3 Workmen's compensation insurance to the extent required by law.

1.2 General comprehensive liability insurance insuring the Board, the Association, the owners, Declarant and managing agent against any liability to the public or to the owners of lots and their guests, invitees, or tenants, incident to the ownership or use of the common areas. The liability insurance policies shall include protection against water damage liability; liability for owned, non-owned and hire automobiles; host liquor liability; liability for property of others; and, if applicable garage keepers liability. The coverage under such policies shall be in an amount determined by the Board after consultation with insurance consultants but not less than One Million-Dollars (\$1,000,000) covering all claims for personal injury and property damage arising out of a single occurrence. Policy limits shall be reviewed at least annually by the Board. The policies of liability insurance shall contain a severability of interest endorsement or equivalent coverage that shall preclude the insurer from denying the claim of a lot owner because of the negligent acts of the Association or other lot owners.

1.1 Insurance against loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm and water damage in an amount as practicable to the full insurable replacement value (without deduction for depreciation) of the common areas, but excluding all roads, utilities and landscaping, with the Association named as insured, or such other fire and casualty insurance as the Board shall determine to give substantially equal or greater protection. The policy shall contain an agreed amount endorsement or its equivalent, if available, or an inflation guard endorsement. All insurance shall be obtained from an insurance carrier rated Triple A (and rated Class VI or better for financial condition) by Best's Insurance Reports or equivalent rating service.

Section 1. The Board, and Declarant during the Development Period, shall obtain and maintain at all times as a common expense a policy or policies and bonds written by companies licensed to do business in Washington required to provide:

INSURANCE AND DAMAGE; CONDEMNATION

ARTICLE XII

Section 4. Notwithstanding the maintenance obligations imposed elsewhere in these covenants, Declarant reserves the right, in its sole discretion, to maintain, alter and improve the Common Areas after the Development Period, together with the right to enter any portions of the property necessary to maintain, alter and improve said Common Areas and landscape areas. Declarant reserves a nonexclusive perpetual easement for ingress and egress over, under, upon, and above the common areas, and individual lots and the right to grant easements for ingress and egress and utilities served over, under, upon and above the common areas and individual lots. Declarant may use this easement in connection with marketing promotions, special events, health, safety, storm and other utility needs and improvements or for any other purposes Declarant deems necessary.

required, convenient or incidental to the construction and sale of units, including (without limitation) a business office, storage trailer, construction or customer care office trailer, signs, model units and sales offices.

1.7 Each Owner shall obtain additional insurance respecting his lot, his own improvements, contents and personal liability at his own expense.

1.8 The Board shall exercise its reasonable best efforts to obtain insurance policies containing the following provisions:

1.8.1 Insurance coverage shall not be affected by, and the insurer shall not claim, any right of setoff, counterclaim, apportionment, pro rata, contribution or assessment by reason of any other insurance obtained by or for any lot owner or any mortgagee;

1.8.2 Insurance coverage shall not be prejudiced by any act or neglect of the lot owners when such act or neglect is not within the control of the Association; or any failure of the Association to comply with any warranty or condition regarding any portion of the premises over which the Association has no control;

1.8.3 Insurance coverage shall not be canceled, the coverage or limits reduced, or the coverage otherwise substantially modified (including for non-payment of premiums) without the insurance carrier's prior written notice to the Board and any and all insureds, including mortgagees;

1.8.4 A waiver of subrogation by the insurer as to any and all claims against the Association, the agents, employees or tenants, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured; and

1.8.5 Provisions that, despite any provision giving the insurer the right to restore damage in lieu of a cash settlement, such option shall not be exercisable without the prior written approval of the Association, or when in conflict with the provisions of any insurance trust agreement to which the Association is a party, or any requirement of law.

Section 2. Damage or Destruction

2.1 Initial Board Determinations. In the event of damage or destruction to any part of the property, including any lot or common areas or facilities or portion thereof, the Board shall promptly, and in all events within thirty (30) days after the date of damage or destruction, make the following determinations with respect thereto employing such advice as the Board deems advisable:

2.1.1 The nature and extent of the damage or destruction, together with an inventory of the improvements and property directly affected thereby.

2.1.2 A reasonably reliable estimate of the cost to repair and restore the damage and destruction, which estimate shall, if reasonably practicable, be based upon two or more firm bids obtained from responsible contractors.

2.1.3 The anticipated insurance proceeds, if any, to be available from insurance covering the loss based on the amount paid or initially offered by the insurer.

2.1.4 The amount, if any, that the estimated cost of repair and restoration exceeds the anticipated insurance proceeds therefor and the amount of assessment to each lot if such excess is to be paid as a maintenance expense and specially assessed against all the lots.

2.1.5 The Board's recommendation as to whether such damage or destruction should be repaired or restored.

2.2 Notice of Damage or Destruction. The Board shall promptly provide each institutional first mortgagee on any lot written notice of damage or destruction affecting common areas, if such damage or destruction exceeds Fifteen Thousand Dollars (\$15,000.00).

2.3 Definitions: Restoration; Emergency Work

2.3.1 As used in this Section 2, the words "repair", "reconstruct", "rebuild" or "restore" shall mean restoring the improvements to substantially the same condition in which they existed prior to the damage or destruction. Modifications to conform to then applicable governmental rules and regulations or available means of construction may be made.

2.3.2 As used in this Section 2, the term "emergency work" shall mean that work which the Board deems reasonably necessary to avoid further damage, destruction or substantial diminution in value to the improvements and to reasonably protect the owners from liability from the condition of the site.

2.4 Restoration by Board

2.4.1 Unless prior to the commencement of repair and restoration work (other than emergency work referred to in Subsection 2.3.2) the owners shall have decided not to repair and reconstruct in accordance with the provisions of either Subsection 2.5.3 or 2.6.3, the Board shall promptly repair and restore the damage and destruction, use the available insurance proceeds therefor, and pay for the actual cost of repair and restoration in excess of insurance proceeds secured as a common expense that shall be specially assessed equally against all lots.

2.4.2 The Board shall have the authority to employ architects and attorneys, advertise for bids, let contracts to contractors and others, and to take such other action as is reasonably necessary to effectuate the repair and restoration. Contracts for such repair and restoration shall be awarded when the Board, by means of insurance proceeds and sufficient assessments, has provision for the cost thereof. The Board may further authorize the insurance carrier to proceed with repair and restoration upon satisfaction of the Board that such work will be carried out appropriately.

Section 3. Consequences of Condemnation. If at any time or times during the continuance of the planned unit development pursuant to this Declaration, all or any part of the property shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the provisions of this Section 3 shall apply.

3.1 Notice of Condemnation Proceedings. If any part of the common area and facility or portions thereof is made the subject matter of any condemnation or eminent domain proceedings, or is otherwise sought to be acquired by a condemning authority, the Board shall promptly furnish notice of such proceedings or proposed acquisition to each owner and each institutional holder of a mortgage on lots.

3.2 Proceeds. All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "Condemnation Award", shall be payable to the Association.

3.3 Complete Taking. In the event that the entire property is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the planned unit development shall terminate. The Condemnation Award resulting from the taking of the common area shall be apportioned among the owners in equal shares. The Board shall as soon as practicable determine and pay the share of the Condemnation Award to which each owner is entitled.

3.4 Partial Taking. In the event that less than the entire property is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the planned unit development ownership hereunder shall not terminate. Each owner shall be entitled to a share of the Condemnation Award resulting from any taking of common areas as set forth in Section 3.3. Condemnation Awards to individual owners resulting from a partial taking shall be determined according to law.

3.5 Reductions of Planned Unit Development Upon Partial Taking. In the event that (a) a partial taking occurs which pursuant to Section 3.4 does not result in a termination of planned unit development ownership hereunder, and (b) at least one (1) lot is taken or condemned and (c) the condemning authority elects not to hold, use and own said lot as an owner subject to and in accordance with the Declaration, then the provisions of this Section 3.5 shall take effect immediately upon the condemning authority taking possession of the lot or lots so taken or condemned:

3.5.1 The lots subject to this Declaration shall be reduced to those lots not taken or condemned (or not sold or otherwise disposed of in lieu of or in avoidance thereof).

3.5.2 The common areas subject to this Declaration shall be reduced to that common area not so taken, gifted, or condemned.

3.5.3 Except as otherwise expressly provided in Section 3.5, the rights, title, interest, privileges, duties and obligations of an owner and mortgagee in, to or with respect to a lot not so taken or condemned (and in, to, or with respect to the Association and the common areas) shall continue in full force and effect as provided in this Declaration.

3.5.4 The provisions of Section 3.5 shall be binding upon and inure to the benefit of all owners and mortgagees of (and other persons having or claiming to have any interest in) and all lots that are, as well as all lots that are not, so taken or condemned. All such owners, mortgagees and other persons covenant to execute and deliver any documents, agreements or instruments (including, but not limited to, appropriate amendments to the Declaration and Plats) as are reasonably necessary to effectuate the provisions of Section 3.5.

ARTICLE XIII ENFORCEMENT

Section 1. The Association, or any owner, shall have the right to enforce by any appropriate proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this instrument. The Declarant shall have the same right of enforcement and reimbursement for a period of 20 years from the date of closing of the first lot sale, including but not limited to the right to proceed against the Association where necessary to compel the Association to perform its duties set forth herein, and against each individual Owner for failure to act in accordance with the terms of these covenants, conditions and restrictions. In any action seeking enforcement hereunder, the prevailing party shall be entitled to costs of suit including reasonable attorney's fees. Failure by any person entitled to enforce the provisions of this instrument to pursue the enforcement of such provision shall in no event be a waiver of the right thereafter to enforcement.

Section 2. Remedies provided by this instrument for collection of any assessment or charge against any member or other entity are in addition to, cumulative with, and are not in lieu of other remedies provide by law.

Section 3. The covenants, restrictions, liens, conditions, easements and enjoyment rights contained herein run with the land and shall be binding upon all persons purchasing, leasing, subleasing or otherwise occupying any portion of the properties, their heirs, executors, administrators, successors, grantees and assigns. All instruments granting or conveying any interest in any lot shall refer to this instrument and shall recite that it is subject to the terms hereof as if fully set forth therein. However, all terms and provisions of this instrument are binding upon all successors in interest despite the absence of reference in the instrument or conveyance to this instrument.

Section 4. If any particular paragraph, subparagraph or sentence of this instrument be adjudicated invalid by an appropriate authority, every other provision shall remain nevertheless in full force and effect. The singular wherever used herein shall, when applicable, be construed to include the plural and necessary grammatical changes required to make the provisions of this instrument applicable to corporations or individuals, men or women, shall in all cases be assumed as if set forth expressly.

Section 5. Mediation as Condition Precedent. Except where time is of the essence, the parties to this instrument agree to mediate all disputes arising hereunder prior to filing legal action, except that this provision shall not apply to any action to collect or enforce homeowner assessments. Mediation shall take place through the Dispute Resolution Center of Snohomish and Island Counties which includes a real estate mediation program. Fees are currently \$250.00 for the first mediation session and \$200.00 for each subsequent mediation session. The parties may also use any other mutually acceptable mediation service, and if the Dispute Resolution Center no longer exists, and the parties cannot agree on a mediation service, then such mediation service as Declarant in its discretion shall select. All mediation fees shall be paid pro rata by the parties participating in the mediation session. In the event any party files suit without first going

through the mediation process, any other party to the litigation may seek a stay of further court action pending the outcome of mediation under this provision.

ARTICLE XIV

RIGHTS OF CERTAIN MORTGAGEES

Section 1. Any institutional first mortgagee shall have the right on request therefor to: (a) inspect the books and records of the Association during normal business hours; (b) receive an annual financial statement of the Association within 90 days following the end of any fiscal year; and (c) receive written notice of all meetings of the Association and to designate a representative to attend all such meetings.

ARTICLE XV

INDEMNIFICATION AND HOLD HARMLESS AS TO ELECTROMAGNETIC EMISSIONS (EMF)

Section 1. Each Lot Owner acknowledges the presence of electric transmission/distribution lines on or near the Development. Current research concerning the health risks from exposure to electromagnetic (EMF) emissions is unclear. Therefore, as a condition to purchase of any Lot within the Development and in consideration of the benefits of Lot ownership within the Development, each purchaser agrees to release, hold harmless and indemnify the Developer from and against any and all claims, including court costs and attorneys fees, arising from exposure to EMF emissions. Similarly, all subsequent Lot purchasers shall give the same release, indemnify and hold harmless to all intervening purchasers/sellers and the Developer. This indemnity, release and hold harmless shall extend to the claims of any third parties including but not limited to tenants, guests, residents and children. The covenants contained herein shall run with the land and shall bind the parties, their heirs, successors and assigns forever.

ARTICLE XVI

AMENDMENT AND REVOCATION

Section 1. This instrument may be amended, and partially or completely revoked as herein provided or otherwise provided by law subject to the rules and regulations and P.U.D. plat approval of the City of Bellevue.

Section 2. During the development period, the Declarant may amend this instrument simply by recording an acknowledged document setting forth specifically the provisions amending this instrument.

Section 3. The covenants and restrictions of this Declaration shall run with and bind the land from the date of this Declaration is recorded. This Declaration may be amended at any time up to five years after the end of the Development Period by an instrument signed by the Declarant. Thereafter, this Declaration may be amended by an instrument signed by eighty percent (80%) of all Lot Owners of record or by the Declarant and fifty percent (50%) or more of the Lot Owners unless otherwise provided herein; provided, that all easements in favor of municipalities and utilities are granted in perpetuity and shall not be terminated, modified or otherwise amended except by consent of the affected municipality or utility. The provisions that apply to Declarant only may not be amended at any time without Declarant's prior written approval. All such amendatory instruments must be recorded with the appropriate authority for recording documents affecting real property in the City of Bellevue. Notwithstanding the preceding provisions of this paragraph, Declarant reserves the exclusive right during or within twenty (20) years after the Development Period to annex properties to the Properties initially covered by this Declaration by affidavit or by recording an Amendment to Declaration of Covenants which adds the property being annexed to the Properties covered by this Declaration. Such amendment may occur without notice to any Lot Owners and a new Development Period shall be created to the extent additional Lots have or will be created as if they were included in the initial plat/PUD.

9509271472

IN WITNESS WHEREOF, the undersigned Declarant designated herein has executed this instrument this 21st day of SEPTEMBER 1995 at Kirkland, King County, Washington.

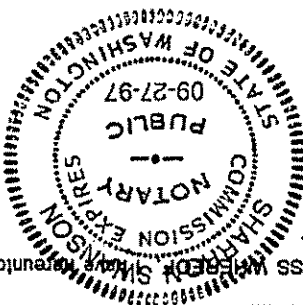
PAN-TERRA, INC.

By: [Signature]
Robert R. Pantley, as Director

STATE OF WASHINGTON
)
) SS
)
COUNTY OF KING

On this 21st day of September, 1995, before me personally appeared Robert R. Pantley, to me known to be the Director of Pan-Terra, Inc., the corporation that executed the within and foregoing instrument, and acknowledged that said instrument was the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Notary Public in and for the State of Washington
Residing at Woodbury
My commission expires: 9/27/97

[Signature]

9509271472

020605445

**EXHIBIT A
LEGAL DESCRIPTION**

Lots 1 - 28 in the Plat/PUD of Renaissance recorded in volume 170 of Plats pages 88 - 91
inclusive records King County Washington.

170 88

170 88

RENAISSANCE

A PORTION OF THE N.W. 1/4, SECTION 9, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M.
CITY OF BELLEVUE, KING COUNTY, WASHINGTON

APPROVALS

DEPARTMENT OF TRANSPORTATION

EXAMINED AND APPROVED THIS 8th DAY OF October 1994 A.D.

William G. Guss

DIRECTOR OF TRANSPORTATION

DEPARTMENT OF COMMUNITY DEVELOPMENT

EXAMINED AND APPROVED THIS 19th DAY OF October 1994 A.D.

William C. Kerrey

DIRECTOR, DEPARTMENT OF COMMUNITY DEVELOPMENT

DEPARTMENT OF FINANCE

I HEREBY CERTIFY THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS AND ALL SPECIAL ASSESSMENTS ON THE PROPERTY HEREIN CONTAINED DEDICATED AS STREETS OR FOR OTHER PUBLIC USE ARE PAID IN FULL THIS 19th DAY OF October 1994 A.D.

Kris S. Larson
CITY TREASURER, CITY OF BELLEVUE

BELLEVUE CITY COUNCIL

EXAMINED AND APPROVED THIS 24th DAY OF October 1994 A.D.

Samuel M. M. M. M.
MAYOR

Maryanne A. M. M.
ATTNEY CITY CLERK

KING COUNTY DEPARTMENT OF ASSESSMENTS

EXAMINED AND APPROVED THIS 26th DAY OF October 1994 A.D.

Scott Noble
KING COUNTY ASSESSOR

Shirley R. M. M.
DEPUTY KING COUNTY ASSESSOR

FINANCE DIVISION CERTIFICATE

I HEREBY CERTIFY THAT ALL PROPERTY TAXES ARE PAID, THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION, AND THAT ALL SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION ON ANY OF THE PROPERTY HEREIN CONTAINED DEDICATED AS STREETS, ALLEYS, OR FOR OTHER PUBLIC USES ARE PAID IN FULL.

DATED THIS 26th DAY OF October 1994 A.D.

FINANCE DIVISION

Lee A. M. M.
MANAGER, FINANCE DIVISION

Shirley R. M. M.
DEPUTY

LEGAL DESCRIPTION

THE NORTH HALF, OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; EXCEPT THAT PORTION THEREOF CONVEYED TO THE STATE OF WASHINGTON FOR PRIMARY STATE HIGHWAY NO. 1 BY DEED RECORDED UNDER RECORDING NUMBER 4924263.

COUNTY RECORDING OFFICIALS INFORMATION BLOCK (WAC 332-130-050)

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT OF RENAISSANCE IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., THAT THE COURSES AND DISTANCES ARE SHOWN CORRECTLY THEREON; THAT THE MONUMENTS WILL BE SET, AND THE LOT AND BLOCK CORNERS WILL BE STAKED CORRECTLY ON THE GROUND AS CONSTRUCTION IS COMPLETED, AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF THE PLATTING REGULATIONS.

Douglas H. Slager 10-10-94
DOUGLAS H. SLAGER
CERTIFICATE NO. 28074



RECORDING CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF THE CITY OF BELLEVUE THIS 26th DAY OF October 1994 AT 19 MINUTES PAST 3:00 AND RECORDED IN VOLUME 170 OF PLATS, PAGE(S) 28-31 RECORDS OF KING COUNTY, WASHINGTON.

DIVISION OF RECORDS AND ELECTIONS
Parvinder Attegar
MANAGER SUPERINTENDENT OF RECORDS

RENAISSANCE

PLAT, CITY OF BELLEVUE

SCALE: N/A
DRAWN BY: SHW
OCT. 14, 1994
REVISED:
F/B: 340
JOB# E102-06-92

HARMSEN & ASSOC., INC.
P.O. BOX 518
17614 162ND ST. SE.
MONROE, WA. 98272
PH: 704-7811/343-5403

SHEET 1 OF 4
DWG. PLAT-2.DWG
S.T.R. INDEX
9-24N-5E
SE 1/4, NW 1/4

RENAISSANCE

A PORTION OF THE N.W. 1/4, SECTION 9, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M.
CITY OF BELLEVUE, KING COUNTY, WASHINGTON

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE UNDERSIGNED, AS OWNERS OF INTEREST IN THE LAND HEREBY SUBDIVIDED, HEREBY DECLARE THIS PLAT TO BE THE GRAPHIC REPRESENTATION OF THE SUBDIVISION MADE HEREBY, AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND AVENUES NOT SHOWN AS PRIVATE HEREON AND DEDICATE THE USE THEREOF FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES, AND ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS SHOWN THEREON IN THE ORIGINAL REASONABLE GRADING OF SAID STREETS AND AVENUES, AND FURTHER DEDICATE TO THE USE OF THE PUBLIC ALL THE EASEMENTS AND TRACTS SHOWN ON THIS PLAT FOR ALL PUBLIC PURPOSES AS INDICATED THEREON, INCLUDING BUT NOT LIMITED TO PARKS, OPEN SPACE, UTILITIES AND DRAINAGE UNLESS SUCH EASEMENTS OR TRACTS ARE SPECIFICALLY IDENTIFIED ON THIS PLAT AS BEING DEDICATED OR CONVEYED TO A PERSON OR ENTITY OTHER THAN THE PUBLIC. FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED, WAIVE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS AND ANY PERSON OR ENTITY DERIVING TITLE FROM THE UNDERSIGNED, ANY AND ALL CLAIMS FOR DAMAGES AGAINST THE CITY OF BELLEVUE, ITS SUCCESSORS AND ASSIGNS WHICH MAY BE OCCASIONED TO THE ADJACENT LANDS OF THIS SUBDIVISION BY THE ESTABLISHMENT, CONSTRUCTION, OR MAINTENANCE OF ROADS WITHIN THIS SUBDIVISION. FURTHER, AGREE TO HOLD THE CITY OF BELLEVUE AND ANY GOVERNMENTAL AUTHORITY HARMLESS, INCLUDING THE COST OF DEFENSE, IF ANY, FROM ANY DAMAGES TO PERSONS OR PROPERTY WITHIN OR WITHOUT THIS SUBDIVISION RESULTING FROM THE ALTERATION OF THE GROUND SURFACE, VEGETATION, DRAINAGE, OR SURFACE OR SUB-SURFACE WATER FLOW, OR IN ANY FASHION CAUSED BY THE APPROVAL OR CONSTRUCTION OF THIS SUBDIVISION.

THIS SUBDIVISION, DEDICATION, WAIVER OF CLAIMS AND AGREEMENT TO HOLD HARMLESS IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNERS.

IN WITNESS WHEREOF WE SET OUR HANDS AND SEALS:

by Robert R. Panter
Its Director/CFO.

PAN-TERRA, INC.
A WASHINGTON CORPORATION

David Peterson
Sgt. Treasurer

BELLEVUE CHRISTIAN CENTER
A WASHINGTON CORPORATION

Kenet, 1/1/11

KEY BANK OF WASHINGTON
A WASHINGTON CORPORATION

ACKNOWLEDGEMENTS

STATE OF WASHINGTON,
COUNTY OF KING

I CERTIFY THAT I HAVE OR HAVE SATISFACTORY EVIDENCE THAT ROBERT R. PANTER SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THIS INSTRUMENT AND ACKNOWLEDGE IT, AS THE DIRECTOR OF PAN-TERRA, INC. A WASHINGTON CORPORATION, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED OCTOBER 25, 1994
SIGNATURE OF NOTARY PUBLIC [Signature]
MY APPOINTMENT EXPIRES 9/22/97

STATE OF WASHINGTON,
COUNTY OF KING

I CERTIFY THAT I HAVE OR HAVE SATISFACTORY EVIDENCE THAT DAVID PETERSON SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THIS INSTRUMENT AND ACKNOWLEDGE IT, AS THE PRESIDENT OF BELLEVUE CHRISTIAN CENTER, A WASHINGTON CORPORATION, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED 10/25/94
SIGNATURE OF NOTARY PUBLIC [Signature]
MY APPOINTMENT EXPIRES 9/22/97

STATE OF WASHINGTON,
COUNTY OF KING

I CERTIFY THAT I HAVE OR HAVE SATISFACTORY EVIDENCE THAT KEN PAAUW SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THIS INSTRUMENT AND ACKNOWLEDGE IT, AS THE VICE-PRESIDENT OF KEY BANK OF WASHINGTON, A WASHINGTON CORPORATION, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED 10/25/94
SIGNATURE OF NOTARY PUBLIC [Signature]
MY APPOINTMENT EXPIRES 9/22/97

EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO PUGET SOUND POWER & LIGHT COMPANY, WASHINGTON, WASHINGTON NATURAL GAS COMPANY, U.S. WEST COMMUNICATIONS, VIACOM CABLEVISION AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON A 7.5' STRIP ADJACENT TO AND CONTIGUOUS WITH THE PRIVATE ROAD RIGHT-OF-WAY IN FRONT OF LOTS 1 - 6, 8 - 27; ADJACENT TO AND CONTIGUOUS WITH EACH SIDE OF THE PRIVATE ROAD BETWEEN 124TH AVE SE. AND THE FRONT OF LOTS 1 AND 18; AND THE RIGHT-OF-WAY OF THE PRIVATE ROADS AS DELINEATED ON THE FACE OF THE PLAT IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND DISTRIBUTION SYSTEMS WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH UTILITY SERVICES; TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSES HEREIN STATED. THESE EASEMENTS ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION. NO LINES OR WIRES FOR THE TRANSMISSION OF ELECTRICAL CURRENT OR FOR TELEPHONE USE, CABLE TELEVISION, FIRE OR POLICE SIGNALS OR FOR OTHER PURPOSES, SHALL BE PLACED UPON ANY LOT UNLESS THE SAME BE UNDERGROUND OR IN CONDUIT ATTACHED TO A BUILDING.

AN EASEMENT IS HEREBY RESERVED FOR PEDESTRIAN ACCESS, LANDSCAPING AND TRELLIS STRUCTURE UPON AND OVER A 9' STRIP ADJACENT TO AND CONTIGUOUS WITH THE PRIVATE ROAD RIGHT-OF-WAY IN FRONT OF LOTS 1 - 6, 8 - 27 & TRACT 997; ALSO ADJACENT TO AND CONTIGUOUS WITH THE NORTH SIDE OF THE PRIVATE ROAD BETWEEN 124TH AVE SE AND THE FRONT OF LOT 1 ACROSS TRACTS 997 & 992A.

A DRAINAGE EASEMENT IS RESERVED OVER, UNDER & ACROSS ALL LOTS & TRACTS WHEREVER DRAINAGE FACILITIES EXIST, ARE DESIGNED, OR MAY BE CONSTRUCTED, EXTENDED, RE-LOCATED, OR MAINTAINED. THE LOCATION OF SAID FACILITIES NOT YET CONSTRUCTED OR DESIGNED, ARE SUBJECT TO APPROVAL OF LOT OWNERS AND/OR HOMEOWNERS ASSOCIATION, WHICH APPROVAL SHALL NOT BE UNREASONABLY WITHHELD OR DELAYED.

RESTRICTIONS

NO LOT OR PORTION OF A LOT IN THIS PLAT 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 FOR THE USE DISTRICT IN WHICH LOCATED.

ALL LOTS AND TRACTS WITHIN THIS PLAT ARE SUBJECT TO THE RIGHTS AND RESTRICTIONS OF THE CITY OF BELLEVUE APPROVED PLANNED UNIT DEVELOPMENT PPUD-92-B199 RECORDED UNDER KING COUNTY RECORDING NO. DEVELOPER SALES/LEASE AGREEMENT FOR AFFORDABLE HOUSING RECORDED UNDER KING COUNTY RECORDING NO. AND THE DECLARATION OF COVENANTS FOR RENAISSANCE RECORDED UNDER KING COUNTY RECORDING NO. 9407210758.

NOTES

TRACTS 992A, 992B & 992C ARE PARKING & LANDSCAPING TRACTS.

TRACT 993 IS A PRIVATE ROAD & UTILITY EASEMENT.

TRACTS 994 - 999 ARE SET ASIDE FOR OPEN SPACE/RECREATION SPACE PER THE PUD APPROVAL (PPUD-92-B119 & FPDC-94-3554), AND ARE NON-BUILDABLE.

NO CHANGE TO THE APPROVED CONFIGURATION OF THE DETENTION SYSTEM SHALL BE MADE WITHOUT APPROVAL FROM THE CITY OF BELLEVUE.

MAINTENANCE OF THE PRIVATE ROAD SYSTEMS IS THE OBLIGATION OF THE HOMEOWNERS ASSOCIATION.

DETRIMENTAL IMPACTS TO THE WATER QUALITY OF THE DETENTION POND ARE NOT PERMITTED. DETRIMENTAL IMPACTS INCLUDE BUT ARE NOT LIMITED TO:

APPLICATION OF FERTILIZERS OR OTHER CHEMICALS, BEAUTY BARK, AND LANDSCAPING NOT APPROPRIATE TO THE FUNCTIONING OF A DETENTION POND.

THE STORM DRAINAGE SYSTEM IS A PRIVATE SYSTEM. THE RESPONSIBILITY FOR MAINTENANCE, REPAIR, AND REPLACEMENT OF THIS SYSTEM SHALL BE WITH AN ESTABLISHED HOMEOWNERS ASSOCIATION.



RENAISSANCE

PLAT, CITY OF BELLEVUE

SCALE: N/A	HARMSEN & ASSOC., INC.	SHEET 2 OF 4
DRAWN BY: SAW	P.O. BOX 516	DWG. PLAT-2.DWG
OCT. 14, 1994	17614 162ND ST. SE.	S.T.B. INDEX
REVISED:	MONROE, WA. 98072	9 - 24 N - 5 E
F.B. 340	PH: 704-7811/343-3903	SE 1/4, NW 1/4
JOB# 5109-05-92		

170 90

170 90

RENAISSANCE

A PORTION OF THE N.W. 1/4, SECTION 9, TOWNSHIP 24 NORTH, RANGE 5 EAST, WM
CITY OF BELLEVUE, KING COUNTY, WASHINGTON

PLAT OF NORWOOD VILLAGE (V. 47, P. 30)

UNPLATTED

(AF#9407210382)
7.5' UTILITY EASEMENT (TYP.)

UNPLATTED

TRACT 997
18,670
OPEN SPACE

TRACT 992A
756 SF

TRACT 993
32,796

TRACT 995
55,206
OPEN SPACE

TRACT 996
PRIVATE DETENTION TRACT

TRACT 997
18,670
OPEN SPACE

TRACT 998
756 SF

TRACT 999
32,796

TRACT 1000
55,206
OPEN SPACE

TRACT 1001
PRIVATE DETENTION TRACT

TRACT 1002
756 SF

TRACT 1003
32,796

TRACT 1004
55,206
OPEN SPACE

TRACT 1005
PRIVATE DETENTION TRACT

TRACT 1006
756 SF

TRACT 1007
32,796

TRACT 1008
55,206
OPEN SPACE

TRACT 1009
PRIVATE DETENTION TRACT

TRACT 1010
756 SF

TRACT 1011
32,796

TRACT 1012
55,206
OPEN SPACE

TRACT 1013
PRIVATE DETENTION TRACT

TRACT 1014
756 SF

TRACT 1015
32,796

TRACT 1016
55,206
OPEN SPACE

TRACT 1017
PRIVATE DETENTION TRACT

TRACT 1018
756 SF

TRACT 1019
32,796

TRACT 1020
55,206
OPEN SPACE

TRACT 1021
PRIVATE DETENTION TRACT

TRACT 1022
756 SF

TRACT 1023
32,796

TRACT 1024
55,206
OPEN SPACE

TRACT 1025
PRIVATE DETENTION TRACT

LINE TABLE

NO.	BEARING	DISTANCE
L1	N 48°38'42" E	32.91
L2	N 64°16'06" E	32.91
L3	N 80°00'41" E	32.91
L4	N 82°37'07" E	28.37
L5	N 85°46'58" W	32.91
L6	N 81°21'19" W	32.91
L7	S 83°17'23" W	32.91
L8	S 67°01'19" W	32.91
L9	N 88°43'42" W	3.34
L10	S 55°53'22" E	32.41
L11	N 18°31'44" E	32.91
L12	S 69°12'14" E	21.00
L13	S 17°01'20" W	31.76
L14	S 05°26'58" W	31.75
L15	S 06°42'28" W	31.76
L16	S 19°04'06" E	31.76
L17	S 30°14'06" E	28.41
L18	N 00°30'58" E	18.64
L19	N 07°14'43" W	4.30
L20	N 07°14'43" W	32.12
L21	N 16°39'54" W	31.89
L22	S 16°39'54" E	11.00
L23	S 23°16'00" E	31.72
L24	S 23°16'00" E	5.26
L25	S 20°20'55" W	19.76
L26	N 55°38'00" E	30.88
L27	N 35°46'20" E	31.02
L28	N 14°34'19" W	31.44
L29	S 55°53'22" E	14.96
L30	N 76°38'00" E	14.44
L31	S 76°27'57" W	21.51
L32	N 20°47'48" E	9.04
L33	S 20°20'55" W	18.75
L34	N 20°47'46" E	9.04
L35	S 20°20'55" W	18.64
L36	S 01°39'42" W	21.00
L37	S 88°20'18" E	14.71
L38	S 22°29'41" E	19.38
L39	N 41°40'47" W	19.38
L40	N 20°20'55" E	2.47
L41	S 88°43'42" E	31.92
L42	S 01°21'31" E	18.00
L43	N 01°21'31" E	18.00
L44	N 01°21'31" E	18.00
L45	S 01°21'31" E	18.00
L46	S 71°29'36" E	9.29

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH
C1	20°37'13"	24.50	8.82
C2	5°42'13"	117.61	11.71
C3	35°20'01"	95.07	58.63
C4	3°01'41"	84.97	5.02
C5	28°42'02"	94.97	49.23
C6	34°10'47"	35.01	20.88
C7	59°45'08"	15.00	15.64
C8	68°11'53"	35.00	41.66
C9	35°19'55"	112.57	69.42
C10	32°43'46"	112.47	64.25
C11	61°16'50"	52.51	56.16
C12	10°12'56"	312.22	53.92
C13	6°25'07"	150.23	16.83
C14	9°36'49"	422.26	4.02
C15	8°41'13"	422.26	64.02
C16	84°33'39"	68.89	78.87
C17	19°49'09"	69.89	24.21
C18	13°36'08"	35.00	6.33
C19	29°52'03"	53.68	29.98
C20	47°13'36"	101.50	63.66
C21	12°02'54"	214.65	45.14
C22	28°57'26"	80.00	40.43
C23	39°26'50"	60.00	55.06
C24	33°51'40"	128.11	75.71
C25	63°45'49"	35.00	38.95
C26	68°31'22"	102.00	121.99
C27	23°08'04"	120.00	49.45
C28	33°51'40"	138.61	61.92
C29	24°47'15"	90.50	39.15
C30	58°12'05"	24.50	24.89
C31	68°16'56"	100.07	61.77
C32	32°43'46"	99.97	57.11
C33	61°16'50"	40.01	42.79
C34	9°29'17"	299.72	49.63
C35	11°07'04"	241.28	46.82
C36	5°46'27"	411.77	41.50
C37	84°22'48"	80.49	118.54
C38	11°45'22"	24.50	48.07
C39	68°11'53"	45.50	54.16
C40	45°16'40"	25.50	20.15
C41	66°14'17"	24.50	29.32
C42	9°29'17"	324.72	53.77

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH
C43	61°16'54"	65.01	69.53
C44	12°23'58"	124.97	27.03
C45	19°27'58"	125.07	42.99
C46	83°18'27"	24.50	35.62
C47	5°08'39"	50.50	8.07
C48	12°02'53"	225.15	47.34
C49	47°13'36"	112.00	92.32
C50	13°50'47"	64.18	15.51
C51	65°50'46"	24.50	28.16
C52	42°20'07"	24.50	18.10
C53	10°18'01"	89.50	12.49
C54	12°02'53"	204.15	45.93
C55	47°13'36"	112.00	75.01
C56	29°52'03"	43.18	22.51
C57	77°23'55"	24.50	33.10
C58	68°31'22"	91.50	108.43
C59	21°30'00"	109.50	41.09
C60	93°08'08"	14.50	23.57
C61	42°20'07"	24.50	18.10
C62	54°47'39"	24.50	23.43
C63	34°03'37"	45.50	27.05
C64	68°31'22"	112.50	134.55
C65	18°44'57"	130.90	39.15
C66	129°01'32"	9.50	21.39
C67	11°10'33"	68.50	13.58
C68	18°44'57"	117.61	57.80
C69	147°57'02"	8.50	24.53
C70	5°46'27"	432.77	43.61
C71	3°43'24"	59.48	3.87
C72	145°54'14"	24.50	62.39
C73	68°11'53"	24.50	29.16

OCCUPATIONAL CENTER OF SECTION
(PER ROS #9207299003)

SURVEYOR'S NOTES:

- SEE RECORD OF SURVEY FILED UNDER #9207299003 IN BOOK 88 OF SURVEYS, AT PAGE 123 FOR ADDITIONAL SURVEY INFORMATION.
- 992 A-C ARE PARKING & LANDSCAPING TRACTS.
- PLAT IS TO BE COMPLETED IN 2 PHASES, INDICATED BY THE HEAVY DASHED LINE.
- CITY OF BELLEVUE CONTROL POINT DISTANCE IS GRID.

SCALE: 1"=40'
0 20 40 80
MERIDIAN: NAD 83 (91)



RENAISSANCE

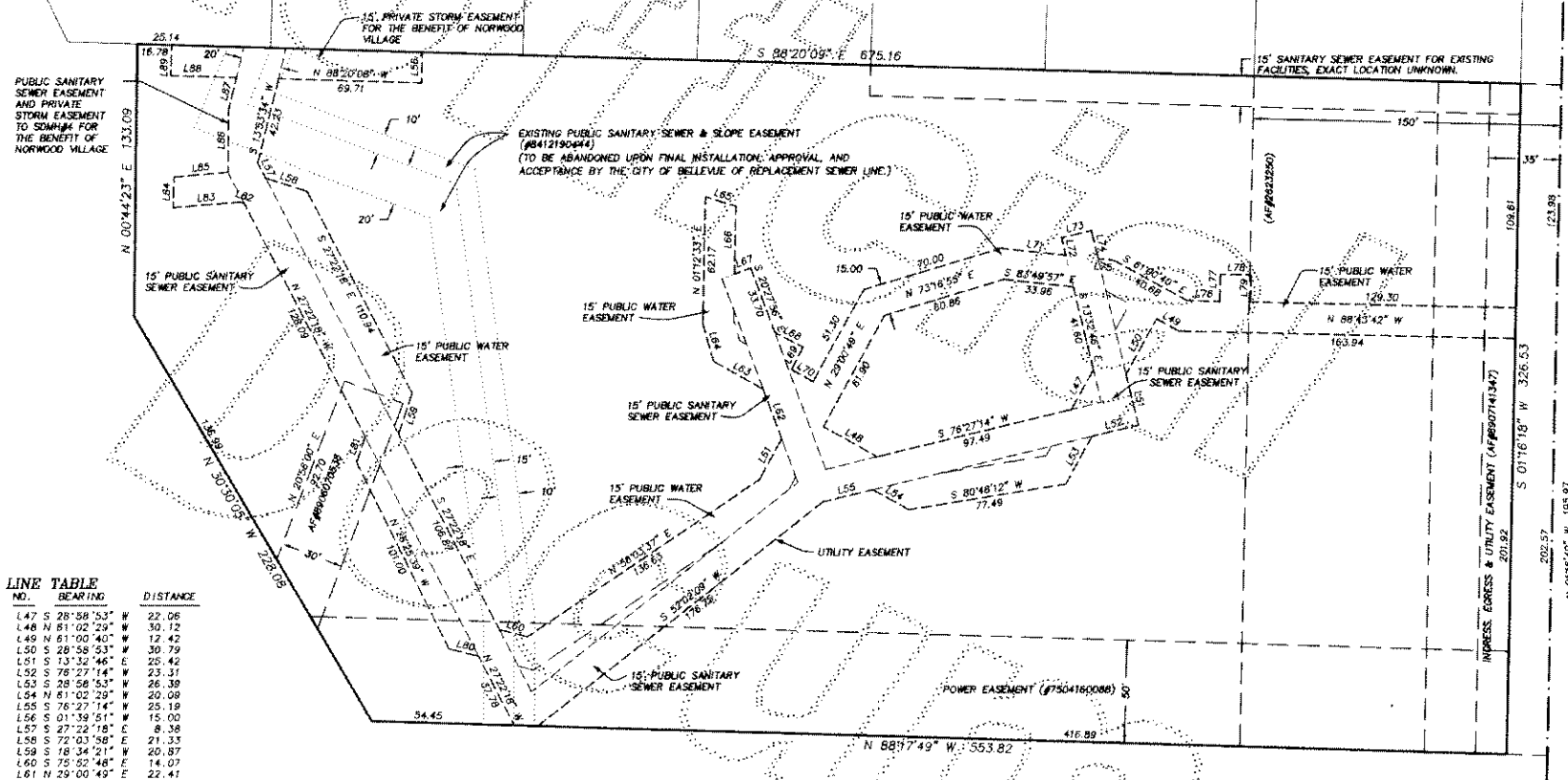
PLAT, CITY OF BELLEVUE

SCALE: 1"=40'	DRAWN BY: DRS	OCT. 14, 1994
REVIEWED:	F/B: 340, 406	JOB# E108-06-92
HARMSEN & ASSOC., INC.	17814 162ND ST. S.E. MONROE, WA, 98272	PH: 784-7811/2443-5903
SHEET 3 OF 4	DWG. PLAT-1.DWG	S.T.R. INDEX
		9 - 24 N - 5 E
		SE 1/4, NW 1/4

RENAISSANCE

A PORTION OF THE N.W. 1/4, SECTION 9, TOWNSHIP 24 NORTH, RANGE 5 EAST, WM
CITY OF BELLEVUE, KING COUNTY, WASHINGTON

SCALE: 1"=40'
0 20 40 80
MERIDIAN: NAD 83



LINE TABLE
NO. BEARING DISTANCE

L47	S 28°58'53"	W	22.06
L48	N 81°02'29"	W	30.12
L49	N 61°00'40"	W	12.42
L50	S 28°58'53"	W	30.79
L51	S 13°32'46"	E	25.42
L52	S 76°27'14"	W	23.31
L53	S 28°58'53"	W	26.39
L54	N 81°02'29"	W	20.08
L55	S 76°27'14"	W	25.19
L56	S 01°39'51"	W	15.00
L57	S 27°22'18"	E	8.38
L58	S 72°03'58"	E	21.33
L59	S 18°34'21"	W	20.87
L60	S 75°52'48"	E	14.07
L61	N 29°00'49"	E	22.41
L62	N 20°27'56"	W	25.85
L63	S 60°59'07"	W	27.72
L64	N 13°39'07"	W	19.03
L65	S 72°42'02"	E	15.61
L66	S 01°12'33"	W	33.25
L67	N 89°32'04"	E	8.50
L68	S 62°56'32"	E	15.43
L69	S 27°03'08"	W	12.31
L70	S 60°59'07"	E	12.05
L71	S 83°49'57"	E	31.52
L72	N 13°32'46"	W	8.79
L73	N 76°27'14"	E	15.00
L74	S 13°32'46"	E	14.17
L75	S 83°49'57"	E	7.87
L76	S 38°43'42"	E	15.94
L77	N 01°16'18"	E	13.22
L78	S 88°43'42"	E	15.00
L79	S 01°16'18"	W	13.22
L80	N 75°52'48"	W	14.86
L81	N 18°34'21"	E	13.17
L82	S 72°03'58"	W	2.24
L83	S 85°07'42"	W	32.58
L84	N 01°23'17"	E	15.09
L85	N 85°07'42"	E	26.45
L86	N 00°44'23"	E	30.84
L87	N 13°03'34"	E	15.77
L88	N 88°20'08"	W	32.07
L89	N 01°39'51"	E	15.00

EASEMENT LOCATIONS



RENAISSANCE		SHEET 4 OF 4	
PLAT, CITY OF BELLEVUE		DWG: PLAT-1.DWG	
SCALE: 1"=40'	DRAWN BY: DRS	HARMSEN & ASSOC., INC.	S.T.B. INDEX
OCT. 14, 1994	REVISED:	P.O. BOX 518	9 - 24N - 5E
F/B: 340	17814 162ND ST. SE.	MONROE, WA. 98272	SE 1/4, NW 1/4
JOB# E108-06-82	PH: 794-7811/343-5803		