

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HOLLYHILLS

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HOLLYHILLS

THIS AMENDED DECLARATION is made this 20th day of March 1980.

By the **Hollyhills Owners Association**.

W I T N E S S E T H:

WHEREAS, the Association and the Developer desire to update the original Declaration filed on May 28, 1969 under Auditor's File No. 6516783 as amended in 1974 and recorded on December 30, 1974, under King County Auditor's File No. 7501030485;

WHEREAS, the parties hereto desire to further provide for the preservation of the values and amenities in the Hollyhills community;

WHEREAS, this amendment incorporates in part and amends in part the previous Declaration. This amended Declaration is rewritten to set forth in this document the original Declaration and all amendments thereto as of this date.

NOW, Therefore the Association declares that the real property hereinafter defined as the "properties" is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens as hereinafter set forth.

ARTICLE I **DEFINITIONS**

Section 1. "Association" shall mean the Hollyhills Owners' Association, a Washington non-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean the record owner, whether one or more persons or entities (and specifically includes the Developer) of a fee simple title to any lot or lots which are part of the property, excluding only contract sellers and those having such interest merely as security for the performance of an obligation.

Section 3. "Member" shall mean every person or entity who holds membership in the Association as provided below in Article V.

Section 4. "Properties" shall mean the real property described in Article II and any additions thereto as they become annexed and subject to this Declaration under Article III.

Section 5. "Undeveloped properties" shall mean that certain real property described on Exhibit "A" attached hereto and made a part hereof, which is owned by the Developer and which is subject to being annexed to the properties of this Declaration.

Section 6. "Lot" shall mean any plot of land shown upon any recorded subdivision of the properties with the exception of the common properties and the commercial areas.

Section 7. "Developed lots" shall mean any lot upon which a mobile home has been placed and connected for utilities.

Section 8. "Common properties" shall mean real (including but not limited to green belts storage and recreational areas) and personal property owned by the Association which is devoted to the common use and enjoyment of all owners, and are legally described herein and/or upon the face of all plats presently or hereafter annexed to properties described in Section 4 above.

Section 9. "Commercial areas" shall mean that real property owned by the Developer more particularly described on Exhibit "B" attached.

Section 10. "Developer" shall mean the Hollyhills Development Corporation, a Washington corporation, its successors and assigns.

Section 11. "Development period" shall mean that period of time from the date of recording of this Declaration to the date on which eighty-seven percent (87%) of the properties now or hereafter platted on the property described in Exhibit "A" attached hereto have been sold by Developer.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATIONS

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in King County, Washington, and is legally described as:

Hollyhills Division No. I, according to plat recorded in Volume 89 of Plats, at pages 87 through 89, records of King County, Washington.

Hollyhills Division No.2, according to plat recorded in Volume 93 of Plats, at pages 87 through 89, records of King County, Washington.

Hollyhills Division No.3, according to plat recorded in Volume 97 of Plats, at pages 36 through 38, records of King County, Washington.

Hollyhills Division No.4, according to plat recorded in Volume 102 of Plats, at pages 41 and 42, records of King County, Washington.

Recreation area which is legally described under King County Auditor's Receiving No. 7111230554 (2.92 acres).

TOGETHER WITH additional common property to be conveyed by the Developer to the Association, which is legally described on Exhibit "C" attached hereto.

ARTICLE III

ANNEXATION OF UNDEVELOPED PROPERTIES

Section 1. It is understood that the undeveloped properties (Exhibit "A") have been presented to the City of Bothell as proposed plats, to wit: Hollyhills Divisions No.5, 6, 7 and 8.

Section 2. If within five (5) years from the date of recording this amended Declaration, the Developer should file of record any or all of said proposed plats (as amended and approved by the City of Bothell), said additional properties shall be immediately annexed to this Planned Unit Development and become subject to this amended Declaration without the approval of the Association or any of its members.

ARTICLE IV COMMERCIAL AREA

Section 1. In the event the commercial areas are developed for commercial activities, each development shall be limited to shopping centers, retail business and professional services, and any other commercial activity which relates to and will serve the Association members as well as others. No manufacturing or heavy duty industries shall be permitted.

Section 2. The Developer shall not improve, build or construct any facilities on said commercial area without first obtaining approval from the City of Bothell for such improvements, plans and specifications. Approval is for the purpose of assuring that the commercial areas are developed in such a manner as will conform to and meet the aesthetic standards of the properties.

Section 3. In the event the Developer does not desire to improve the commercial areas for commercial use, Developer may develop these properties into residential lots and/or common areas subject to this Declaration and the approval of the City of Bothell.

Section 4. The commercial areas shall be excluded from and not be subject to the provisions of Articles V through XIII, except as specifically set forth in those articles.

ARTICLE V MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Every person or entity who is the owner of any developed lot or lots which are subject, by these covenants, to assessment by the Association, shall be a member of the Association; provided, however, that if any lot is held jointly by two {2} or more persons, the owners of such interest shall designate one of their number as the voting member. Each member shall have one vote for each developed lot owned. Membership shall be appurtenant to and may not be separated from ownership of any developed lot. Upon the transfer of the fee interest to any lot, the membership and certificate of membership in the Association shall automatically be deemed to be transferred to the grantee. Ownership of any such lot shall be the sole qualification for membership.

ARTICLE VI PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment.

Every member shall have a right and easement of enjoyment and use in and to all common properties and such rights and easements shall be appurtenant to run with, be binding upon, and shall pass with the title to every developed lot, subject to the following provisions:

- (a) The right of the Association to reasonably limit the number of ~~members'~~ guests;

(b) The right of the Association to suspend the member's right to use the recreational facilities for any period during which any assessment against his lot remains unpaid;

(c) The right of the Association to suspend the member's right to use the recreational facilities for a period not to exceed thirty (30) days for an infraction of the Association's published Rules and Regulations;

(d) Any member may delegate his right of enjoyment to the common properties and facilities to the members of his family, his tenants who reside on the property, and to his temporary guests.

Section 2. Association Rights of Mortgage and Foreclosure and Protection.

The Association shall:

(a) have the right, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the common property and facilities and in aid thereof to mortgage and cause a lien to be put upon said property;

(b) have the right to take such steps as are reasonably necessary to protect any such mortgaged property against foreclosure, including, but not limited to, the right to charge admission and other fees as a condition of continued enjoyment by the members, and, if necessary, to open the enjoyment of such properties to the public.

Section 3. Association Right of Dedication and/or Transfer of Common Properties.

(a) The Association shall have the right to dedicate or transfer all or any part of the common properties to any governmental unit or public agency, authority or public utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless written notice of the proposed action is sent to every member not less than thirty (30) days nor more than sixty (60) days in advance, and unless an instrument signed by seventy-five percent (75%) of the members entitled to vote has been recorded with the Association agreeing to such dedication or transfer.

(b) During the development period, the exercise of all of the rights and powers set forth in subparagraph (a) hereof shall require the prior approval of the Developer.

(c) The rights, easements and restrictions pertaining to the common areas shall be binding upon and run with the properties for twenty (20) years and be automatically renewed each successive ten (10) years unless 75% of the lot owners terminate in writing the provisions of this Declaration as it may be amended from time to time

Section 4 Title to the Common Properties.

The Developer hereby covenants for itself, its heirs, successors and assigns, that it will convey fee simple title to the common properties in each Hollyhills Division to the Association, free and clear of all encumbrances and liens, prior to conveyance of the first lot in said Division as recorded; except for the recreation area described in Article II. Developer has deeded to the Association, subject to a first deed of trust, the recreation center, and Developer agrees to pay said deed of trust in accordance with its terms, and in any event no later than September 1, 1981.

ARTICLE VII
COVENANT FOR ASSESSMENTS

Section 1. Monthly Assessments and Special Assessments for Capital Improvements.

The owner of any developed lot (whether or not it shall be so expressed in any deed or any other conveyance) is deemed to covenant and agree to pay the Association:

(a) Monthly assessments to meet all common expenses of the common properties, including, but not limited to taxes, insurance, operations, maintenance, and reserves. Reserves include but are not limited to major repairs, capital improvements, replacements and emergencies.

(b) The Association may levy special assessments against developed lots for capital improvements upon the common properties. Any such levy by the Association shall be for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the common properties, including the necessary fixtures and personal property related thereto; provided, however, no special assessment will be levied when there is money in the Association Reserve Fund to meet the aforementioned obligations. No special assessments shall be effective unless sixty-seven percent (67%) of the members entitled to vote have signed an instrument agreeing to such special assessments. Written notice of the proposed action is mailed to every member not less than thirty (30) days nor more than sixty (60) days in advance.

(c.) Both monthly and special assessments shall be fixed at an uniform rate for all developed lots.

(d) The monthly and special assessments, together with service charges and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. The assessment shall also be the personal obligation of the person who is the owner of said property at the time the assessment fell due.

Section 2 Amount of the Monthly Assessments.

(a) Monthly assessment will be \$20.00 per month beginning July 1, 2015 until December 31, 2015. Beginning January 1, 2016 until December 31, 2016, \$21.00; January 1 – December 31, 2017, \$22.00; January 1 – December 31, 2018, \$23.00; January 1 – December 31, 2019, \$24.00; January 1 – December 31, 2020, \$25.00. At this time your assessment will be locked in at \$25.00. The Board of Directors has the option to freeze or reduce the assessment prior to 2020. No assessment increase can be initialized after that date without a vote of the association membership.

(b) Monthly assessments for developed lots may be increased by the Association with the consent of seventy five percent (75%) of the members voting in person or by proxy, at a meeting duly called for such purpose, notice of which shall be mailed to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting.

(c) After consideration of the current expenses and future needs of the Association, the Board of Directors of the Association may fix the monthly assessment at an amount less than the monthly assessment then in effect; provided, however, that this reduction in monthly assessment does not result in an infringement on the rights of members to use the recreational facilities.

Section 3. Date of Commencement and Due Dates of Monthly and Special Assessments.

(a) The liability for the monthly assessments provided for in Section 2 of this Article VII shall begin on the first day of the calendar month following the date a lot becomes a developed lot.

Assessments shall be due and payable in advance on the first day of each month and shall become delinquent on the eleventh day of the month for which the same is due.

(b) The due date of any special assessments under Section 1(b), (c) or (d) of this Article VII shall be fixed by the Board of Directors of the Association by a resolution acknowledging that the signature requirement has been met authorizing such assessment.

Section 4. Effect of Non payment of Assessments; and the Remedies.

In the event any owner is delinquent in the payment of any assessment(s), including repair and maintenance assessments under Article IX, Section 5(d), the Association shall have the right and the authority to:

(a) Suspend the member's rights to use the recreation facilities as provided in Article IV.

(b) If any assessment is not paid within thirty (30) days after it was due and payable, each delinquent assessment shall be subject to a monthly service charge of One Dollar (\$1.00);

(c) If any assessment is not paid within ninety (90) days after becoming due and payable, may record a written notice with the Director of Records and Election of King County, Washington, that it claims a lien against the lot to which the assessment is appurtenant for the amount of the delinquent assessment;

(d) May bring an action at law (including, but not limited to, Small Claims Court), against the owner personally obligated to pay said assessment, and/or foreclose the lien against the property;

(e) Service charges, costs and reasonable attorney's fees of any action shall be added to the amount of such assessment and all such sums shall be included in any judgment or decree entered in any suit;

(f) In the event the Association seeks and obtains a money judgment for delinquent assessments, the Association shall not be deemed to have waived its lien rights against the member's property;

(g) No owner shall be relieved of liability for the assessments provided for herein by non-use of the common properties or abandonment of his lot.

Section 5. Exempt Property.

The following property, subject to this Declaration, shall be exempt from the assessments created herein:

(a) All properties dedicated to and accepted by a local public authority;

(b) All common properties;

(c) Commercial areas;

- (d) Undeveloped properties; and
- (e) developer's model homes.

ARTICLE VIII
MAINTENANCE OF COMMON AREAS

The Association shall maintain (1) all common properties and recreational facilities, including, but not limited to, all roads and underground utilities located on the common property; (2) the median or boulevard planter strips located on streets within the properties; and (3) all street lighting facilities unless responsibility for any portion of the maintenance has been assumed by a public or private utility company and/or municipality. The cost of such maintenance shall be paid from assessments collected by the Association.

ARTICLE IX
GENERAL PROTECTIVE COVENANTS

Section 1. Residential Character of lots

- (a) No structures or buildings of any kind shall be erected, altered, placed or permitted to remain on any lot other than one single-family mobile home, together with decks, porches, storage units, private garages and carports.
- (b) No travel trailer, motor home, basement, tent or shack, or any structure of a temporary character shall be erected or placed on any lot for use as a residence.
- (c) No commercial activity of any kind shall be conducted or carried on upon any lot.

Section 2. Minimum Mobile Home Size.

No mobile home containing less than 680 square feet, nor less than 12 feet wide, shall be placed, erected or installed on any residential lot.

Section 3. Mobile Home and Structure Placement

Any owner, or the Developer, shall be allowed to place mobile homes and structures upon any lot so long as said placement conforms to the set-back location requirements as specified on Exhibit "D", which is attached hereto and which was included in the original Declaration of Covenants, Conditions and Restrictions for Hollyhills, (as Exhibit "B"), recorded under King County Auditor's Receiving No. 6516783, in Volume 44, pages 541 through 576.

- (a) No mobile home or structure shall be erected or placed on any lot within ten (10) feet of any existing mobile home or structure.

Section 4. Date for Completion of Construction.

Any mobile home or structure erected or placed on any lot shall be completed as to external appearance (including painting or staining and floor to ground level skirting) within three (3) months from date of commencement of construction.

Section 5. Exterior Maintenance of Residential Lots

(a) Each owner shall be obligated to provide exterior ground cover and maintenance of his lot. All purchasers of lots sold for the first time shall have ninety (90) days after such purchase to install the ground covering. The purpose of the ground covering requirement is to prevent any owner from allowing his property to become unsightly as a result of the growth of weeds. Upon application and for good cause shown, the Board of Directors may allow an extension of time for the installation of a ground covering.

(b) Properties shall not be used as a dump for trash or rubbish of any kind. Yard rakings, such as rocks, lawn and shrubbery clippings, dirt and other materials resulting from landscaping work shall not be dumped into public streets or ditches. The removal and disposal of all such materials shall be the sole responsibility of the individual owner.

(c) No owner within the properties shall permit any vehicle, recreational vehicle or mobile home which is in extreme state of disrepair to be abandoned or to remain parked upon their lot for a period in excess of seventy-two (72) hours.

(d) In the event an owner of any lot subject to assessment shall fail to maintain the premises and the exterior of the improvements in accordance with subparagraphs (a), (b) and (c) above after ten (10) days after notice is mailed to him by the Association informing him of such violation, the Association shall have the right, through its agents or employees, to enter upon said premises and to repair, maintain and restore the lot and the exterior of the buildings and any other improvements, and to remove and store any vehicles per (c) above. The cost of such repair or exterior maintenance shall be added to and become part of the monthly assessment for the lot on which that work was performed, and shall constitute a lien thereon.

Section 6. Easements.

There are specifically reserved for the benefit of the Association, Developer, any applicable utility company, the lot owners in common, and each lot owner severally, as their respective interests shall appear, the easements, reciprocal negative easements, secondary easements and rights of way as are specifically identified herein and/or provided for in the plats of Hollyhills.

(a) Where a mobile home, fence or any other structure has been constructed contiguous to the common boundary line between adjoining lots, there is specifically reserved, upon the adjoining lots which face the exterior wall of such structure, an easement over, under, upon and through such lot for roof overhang, and at reasonable places for the performance of such work during daylight hours as may be necessary or advisable in connection with the maintenance, repair or restoration of the structures contiguous to the common boundary, and the improvement of which it is a part, and an easement for ingress and egress to perform such work.

(b) There is reserved to the Developer, to the Association, and their agents, an easement over each and every lot in the properties for entry and access at reasonable times and places for maintenance of common areas and decorative screening and for the performance generally of their rights and duties as provided in this Declaration.

ARTICLE X
INSURANCE COVERAGE – COMMON AREAS

The Association shall obtain and maintain at all times as a common expense reasonable insurance policy or policies and bonds with at least minimum coverages to be specified in the By-laws of the Association.

ARTICLE XI
DAMAGE OR DESTRUCTION, RECONSTRUCTION

In the event of condemnation, damage or destruction of any of the common properties, the Association shall determine whether to repair and restore, or otherwise dispose of the common areas affected. All insurance, condemnation, sale or other proceeds resulting from such an event shall first be applied to repairing and/or restoring the common properties if the Association so elects. All other proceeds not used for repair or restoration shall be distributed equally among the owners.

ARTICLE XII
MORTGAGEE PROTECTION

Section 1. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage or Deed of Trust given to secure payment of a portion of the purchase price which has been placed of record prior to the recording of the written notice of claim of lien as provided in Article VII above.

Section 2. Mortgages Protected

Nothing herein contained shall impair or defeat the lien of any mortgage or Deed of Trust now or hereafter recorded covering any lot or lots, but title to any property obtained as a result of foreclosure shall thereafter be held subject to all of the provisions herein.

ARTICLE XIII
GENERAL PROVISIONS

Section 1. Enforcement.

The Association, the Developer and each owner of a lot or lots subject to this Declaration shall have the right to enforce, by any proceedings at law or in equity all restrictions conditions covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, provided, however, that the Developer's right to enforce the provisions of this Declaration shall terminate at such time as the Developer shall cease to be the owner of a lot or lots subject to this Declaration. Failure of the Association, the Developer or any such owner or contract purchaser to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Rules of Construction.

The provisions hereof shall be deemed independent and severable, and the invalidity, partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provisions hereof.

Section 3. Amendment.

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, and the owner of any lot subject to this Declaration, including the Developer, its respective legal representatives, heirs, successors and assigns. The covenants and restrictions of this Declaration may be amended by an instrument signed by not less than owners then owning seventy-five percent (75%) of the properties subject to this Declaration or any supplemental Declaration. Amendments shall take effect when they have been recorded with the Auditor of King County.

Section 4. Whenever signed written approval is required for any action set forth under this Declaration, the Association shall maintain a permanent record of all such voting results at the Association's office. Upon receipt of the required affirmative votes (evidenced in writing and signed by the required members), the President and Secretary of the Association shall be authorized on behalf of the Association to execute any documents or papers necessary to carry out the approved action of the Association; provided, the said officers attach to the documents or papers an affidavit stating that the proper voting requirements have been met.

Section 5. During the development period, a representative nominated by the Developer shall be allowed a seat on the Board of Directors of the Association. Said representative shall have the right to enter into any and all discussions with any other Member of the Board, but shall not have any vote on any issue placed before the Board.

Section 6. The undersigned officers of the Association hereby affirm that the signatures, contained on Exhibit "E" attached, constitute seventy-five percent (75%) or more of the owners of the properties subject to the Declaration as amended.

Section 7. In any action to enforce these covenants, the court may award reasonable attorney's fees and costs to the prevailing party.

IN WITNESS WHEREOF, the owners have caused and authorized this amended Declaration to be executed this 20TH Day of March 1980.

Secretary: Betty J. Gardner

President: Glenn Hord

NOTE: Original signature on original document. This is an OCR text copy.

STATE OF WASHINGTON COUNTY OF KING

On the 20th day of March 1980, before me personally appeared Glenn Hord and Betty J. Gardner, to me known to be the President and Secretary of the Hollyhills Owners Association and certified that the above amendment was approved in writing by the owners in accordance with the original Declaration, and said President and Secretary are authorized to execute this amended Declaration on behalf of the Association.

NOTARY PUBLIC in and for the State of Washington residing at Bothell: Norma J. Kuhn

January 17, 1969 AARSTAD ASSOICIATES INC (Engineers Planners)

DESCRIPTION OF HOLLYHILLS MOBILE HOMES ESTATES P.U.D.

EXHIBIT "A"

That portion of Section 4, Township 26 North, Range 5 East, W.M., King County, Washington, described as follows:

The SW 1/4 of the NE 1/4 less that portion thereof described as follows: Beginning at the intersection of the south line of said SW 1/4 of the NE 1/4 of the centerline of Puget Sound Power and light Company transmission line easement as recorded under Auditor's File No. 2529867; thence easterly along the south line of said SW 1/4 of the NE 1/4 a distance of 102.00 feet; thence northeasterly parallel with the centerline of said transmission line easement a distance of 400.00 feet; thence westerly parallel with the south line of said SW 1/4 of the NE 1/4 a distance of 204.00 feet; thence southwesterly parallel with the centerline of said transmission line a distance of 400.00 feet; thence easterly along the south line of said SW 1/4 of the NE 1/4 a distance of 102.00 feet to THE TRUE POINT OF BEGINNING.

TOGETHER WITH the NW ¼ of the SE ¼.

TOGETHER WITH the SW ¼ of the SE ¼ less the south 600.00 feet.

TOGETHER WITH that portion of the NE 1/4 of the SE 1/4 lying westerly of J. S. Thorp Road No. 2542 except that portion thereof described as follows: Beginning at the intersection of the westerly line of J. S. Thorp Road No. 2542 and the south line of the north 30.00 feet of said NE 1/4 of the SE. 1/4; thence N 88°04'47" W parallel with the north line of said subdivision a distance of 521.50 feet; thence S 01°55'13" W a distance of 609.00 feet; thence's N 88°04'47" E a distance of 840.00 feet to the west line of said J. S. Thorp Road; thence northwesterly along said west line to the point of beginning.

TOGETHER WITH the W 1/2 of the SE 1/4 of the SE 1/4 of said Section 4, except the south 990.00 feet and except the East 20.00 feet.

TOGETHER WITH that portion of the NE 1/4 of the SW 1/4 described as follows: Beginning at the NE corner of said NE 1/4; thence N 88°05'15" W along the north line of said NE 1/4 669.50 feet; thence S 00°49'125" W 658.98 feet; thence S 26°49'135" E 750.31 feet; thence S 88°12'20" E 337.19 feet to the east line of said NE 1/4; thence N 00°07'145" E 1,316.69 feet to the true point of beginning.

SUBJECT TO City of Seattle transmission line easement and Puget Sound Power and light Company transmission line easement as recorded under Auditor's File No. 2529867.

EXCEPT Hollyhills Division No's 1,2,3, and 4.

COMMERCIAL AREAS

EXHIBIT "B"

A portion of the Southeast quarter of Section 4, Township 26 North, Range 5 East of the Willamette Meridian, City of Bothell, King County, Washington, more particularly described as follows;

Commencing at the East quarter corner of said Section 4, thence North 88°05'15" West, along the east-west centerline of said Section 4, a distance of 1200.20 feet; thence South 1°54'45" West along the easterly boundary of the plat of Hollyhills Division 5 a distance of 639.00 feet to the TRUE POINT OF BEGINNING; thence South 88°05'15" East a distance of 297.00 feet; thence South 9°30'00" West along the easterly Boundary of said Tract "A" a distance of 274.91 feet to the Northeast corner of Tract "A" as shown on the plat of Hollyhills Division 1; thence continuing along said easterly boundary South 2°10'56" East a distance of 161.53 to a point on curve on the northerly Right-of-way boundary of N. E. 192nd Place; thence northwesterly for 146.35 feet along said Right-of-Way boundary on a curve to the right defined by a central angle of 14°09'51" and a radius of 592.00 feet to the point of tangency of said curve which is North 83°49'55" West a distance of 145.98 on the chord; thence continuing along said Right-of-Way boundary North 76°45'00" West a distance of 70.97 feet to the point of curvature of a curve to the right; thence northwesterly along said Right-of-Way boundary on said curve to the right, defined by a central angle of 15°24'12" and a radius of 667.00 feet, for 179.32 feet to the westerly boundary of said Tract "A"; thence North 0°07'39" East along said Westerly boundary a distance of 41.88 feet to the Northwest corner of said Tract "A"; thence North 22°03'20" East for 328.77 feet to THE TRUE POINT OF BEGINNING, EXCEPT the following described property: Commencing at the East quarter corner of said Section 4; thence forth 88°05' 15" West, along the east-west center line of said Section 4, a distance of 1200.20 feet; thence South 1°54'45" West, along the easterly boundary of Hollyhills Division 5, a distance of 639.00 feet to the TRUE POINT OF BEGINNING for this description; thence South 22°03'20" West a distance of 220.40 feet; thence South 88°05'15" East a distance of 297.68 feet; thence North 1°54'45" East a distance of 206.92 feet to the southerly boundary of Woodin Elementary School; thence North 88°05'15" West, along said southern boundary of Woodin Elementary School, for 221.78 feet to the TRUE POINT OF BEGINNING;

SUBJECT TO all conditions, easements and restrictions of record.

Contains 2.00 acres, more or less.

EXHIBIT "C"

A portion of the Southwest quarter of the Northeast quarter of Section 4. Township 26 North, Range 5 East of the Willamette Meridian, City of Bothell. King county, Washington. Being a part of that certain tract of land encumbered by a power line easement granted to Puget Sound Power and light Company by instrument recorded under King County Auditor's Fee Number 2529867. All being more particularly described as follows:

Commencing at the Northeast corner of the Southwest quarter of the Northeast quarter of said Section 4. Thence North 88°09'56" West along the North line of said quarter-quarter section, a distance of 647.39 feet to the easterly Right-of-Way line of said easement and the TRUE POINT OF BEGINNING; thence South 8°23'42" West along the easterly line of said easement, a distance of 926.13 feet to a point on the North line of a parcel of land deeded to Puget Sound Power and Light Company by instrument recorded under King County Auditor's Fee Number 3275136; thence North 88°05'15" West along the North line of said parcel and parallel to the East-West centerline of said Section 4, a distance of 100.64 feet to the westerly line of said easement; thence North 8°23'42" East along said westerly line, a distance of 925.99 feet to the north line of said quarter-quarter section: thence South 88°09'56" East along said north line, a distance of 100.66 feet to the TRUE POINT OF BEGINNING; containing 92,606 Square Feet (2.12 Acres)

SUBJECT TO: Puget Sound Power and Light easement of record. Subject to (All conditions, easements and restrictions of record.

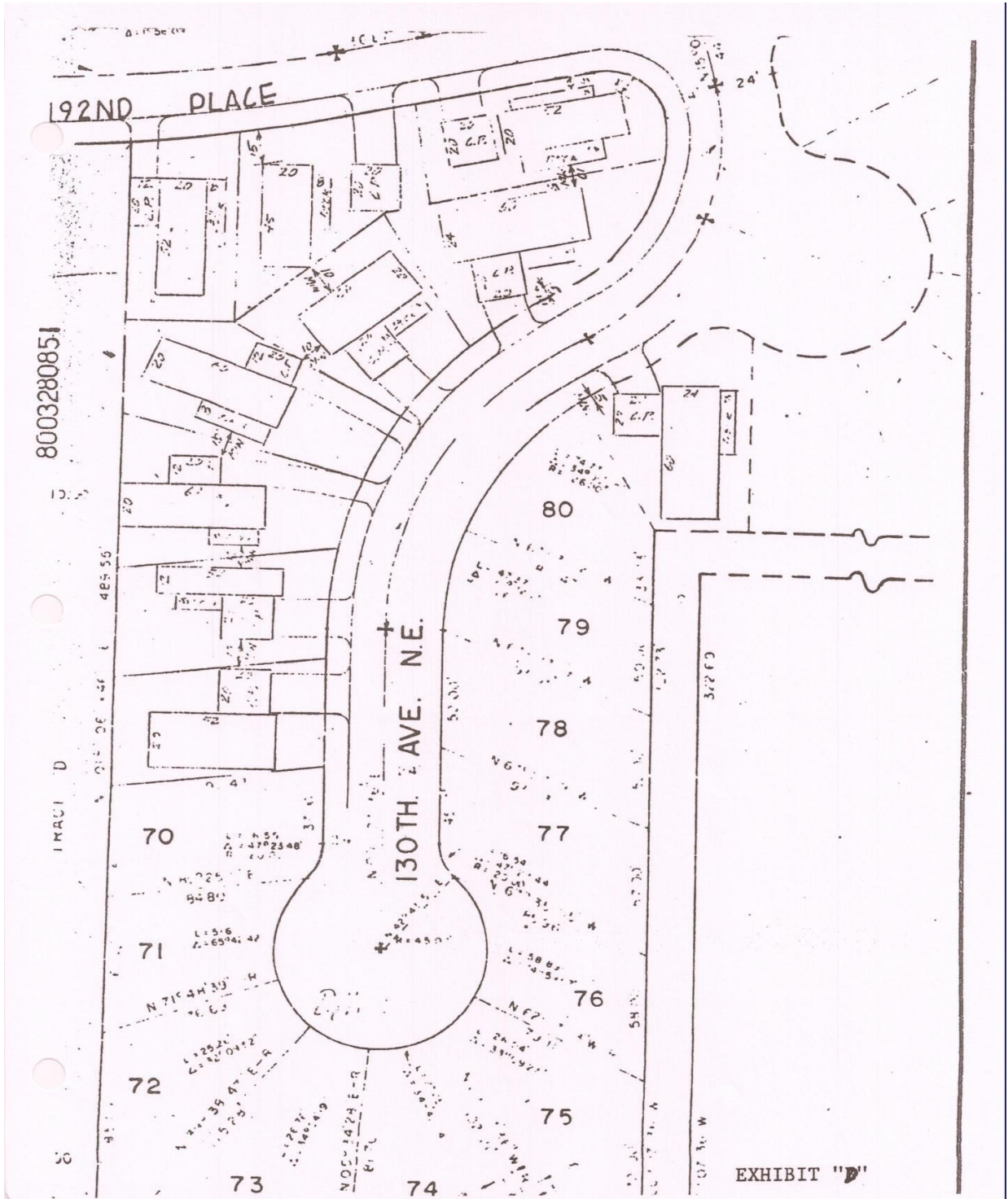
A parcel of land: in the Southeast quarter of Section 4, Township 26 North, Range 5 East of Willamette Meridian, City of Bothell, King County, Washington, more particularly described as follows:

Commencing at the, east quarter corner of said Section 4; thence North 88°05'15" West, along the east-west centerline of said Section 4, a distance of 1200.20 feet; thence South: 1° 54' 45" West, along the easterly' boundary of Hollyhills. Division 5, a distance of 639.00 feet to the TRUE POINT OF BEGINNING for this description; thence South 22° 03' 20" West a distance of 220.40 feet; thence South, 88° 05' 15" East, a distance of 297.68 feet; thence North 1° 54' 45" East a distance of 206.92 feet to the southerly boundary of Woodin Elementary School; thence North 88° 05' 15", West, along said southern boundary of Woodin Elementary, for 221.78 feet to the TRUE POINT OF BEGINNING.

Contains 53,750 +/- square feet, 1.23+/- acres

SUBJECT TO all conditions, easements and restrictions of record.

EXHIBIT "D"



"Exhibit E"

as recorded under Auditor's Receiving No. 8003280851 on March 28, 1980, consists of 16 pages of homeowner signatures and notary acknowledgments. This is on record with the Division of Records & Elections, King County, Washington.

Amendments to Hollyhills Owners Association Covenants, Conditions and Restrictions

AMENDMENT #	APPROVED	DISCRIPTION	AFFECTED SECTIONS	AUDITOR'S FILE #
1	28-May-69	Original Document	All	6516783
2	30-Dec-74	Revised	All	7501030485
3	20-Mar-80	Revised	All	8003280851
4	Jul-07	raise monthly assessments to 15.00 per month	Article VII Section 2 (b)	
5	13-Jun-15	Increase monthly assessments per printed schedule.	Article VII Section 2 (b)	