

After Filing Return To:

Woodland Cove Homeowners Association
9805 N.E. 116th Street, PMB 7245
Kirkland, WA 98034



**THIRD REVISED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS OF
WOODLAND COVE HOMEOWNERS ASSOCIATION**

Grantor(s):

- 1. Woodland Cove Homeowners Association
- 2.
- 3.

Additional names on page _____ of document

Grantee(s):

- 1
- 2.
- 3

Additional names on page _____ of document

Abbreviated Legal Description (lot, block and plat name, or section-township-range)

Lots 1 through 27 and Tracts B and C, Plat of Woodland Cove
recorded under King County Recording No. 8805170249
Volume 141 of Plats, Pages 56 to 58, Records of King County.

Additional legal description is on page 30 of document

Assessor's Property Tax Parcel Account Number(s): 952230-0280-0,0290-0

Reference Numbers of Documents Assigned or Released (if applicable): None

Additional reference numbers on page _____ of document

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**THIRD REVISED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
AND EASEMENTS FOR WOODLAND COVE**

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Unofficial Copy

After Recording Return To:

**Woodland Cove Homeowners Association
9805 116th NE PMB 7245
Kirkland, WA 98034**

**THIRD REVISED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
AND EASEMENTS FOR WOODLAND COVE**

THIS REVISED DECLARATION of Covenants, Conditions, Reservations, and Restrictions for Woodland Cove Homeowners Association (the "Association") is made as of October 17, 2000, by the owners of property located in Woodland Cove, as defined below, legally described on Exhibit A attached.

WITNESSETH

WHEREAS, the Owners (defined below) own the real property located in Woodland Cove, a residential community with common facilities for the benefit of the said community; and

WHEREAS, the Owners have voted, pursuant to Section 9.1 herein, to repeal and replace the Declaration of Covenants, Conditions Restrictions and Easements for Woodland Cove dated May 9, 1988, as amended on September 6, 1989, as revised on July 1, 1997, as revised on May 16, 2000, that currently bind the Property, and subject the Association to the updated and revised terms and conditions hereafter set forth, each and all of which is and are for the benefit of the Association and each Owner thereof;

NOW, THEREFORE, the Owners hereby covenant, agree, and declare that all of Woodland Cove, as defined herein and described in Exhibit A hereto, and the buildings and structures hereafter constructed thereon are, and will be, held, sold, conveyed, leased, occupied and improved subject to and burdened by the following covenants, conditions, restrictions, and easements, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of Woodland Cove for the benefit of the owners thereof, their heirs, successors, grantees, and assigns. All provisions of this Revised Declaration shall be binding upon all parties having or acquiring any right, title, or interest in Woodland Cove or any part thereof, and shall inure to the benefit of the Owners thereof and to the benefit of the Association and are intended to be and shall in all respects be regarded as covenants running with the land.

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ARTICLE I

DEFINITIONS

Section 1.1. "Architectural Control Committee" shall mean and refer to the duly appointed Committee of the Association as further described in Section 2.8 and as sometimes referred to herein as the "Committee."

Section 1.2. "Association" shall mean and refer to the Woodland Cove Homeowners Association, a Washington nonprofit corporation, its successors and assigns.

Section 1.3. "Association Action" shall mean and refer to a written corporate action of the Association in the form of either a bylaw or resolution duly passed by either the Board or the Owners.

Section 1.4. "Board" shall mean and refer to the board of directors of the Association.

Section 1.5. "Building Setback Line", shall mean and refer to the various setback requirements designated on the face of the final plat of Woodland Cove, beyond which no structures, filling, grading or other obstructions are permitted as set forth in Section 5.2 hereof.

Section 1.6. "Common Areas" shall mean and refer to all easements and Tracts and any improvements thereto that are owned by the Association, for the benefit of the Lot Owners, and subjected to this Revised Declaration by an appropriate recording. As of the date of this Revised Declaration the Common Areas consist of Tracts B and C of the plat of Woodland Cove as described on Exhibit A and certain improvements including the private brick road, other private roads, community waterfront lot, community dock, brick wall fronting NE Juanita Drive, street lights, irrigation system (if installed) including the pump, pipes, and supporting apparatus and mailboxes.

Section 1.7. "Governing Documents" shall mean and refer to this Revised Declaration and the Articles of Incorporation, Revised Bylaws and rules and regulations of the Association, rules and procedures of the Architectural Control Committee, and the Woodland Cove Community Dock Use Rules and Regulations as any of the foregoing may be amended from time to time.

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Section 1.8. "Lot" shall mean and refer to any legally segmented and alienable portion of Woodland Cove created through subdivision or any other legal process for dividing land and subjected to this Revised Declaration by an appropriate recording, with the exception of dedicated rights of way and Tracts designated as Common Areas.

Section 1.9 "Mortgage" shall mean and refer to any recorded mortgage or deed of trust encumbering one or more of the Lots. "First Mortgage" shall mean and refer to a Mortgage with priority over other Mortgages. "Mortgagee" shall mean and refer to the holder or beneficiary of any Mortgage and shall not be limited to Institutional Mortgagees. As used herein, the term "Institutional Mortgagee" or "Institutional Holder" shall include banks, trust companies, insurance companies, mortgage companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, all corporations, and any agency or department of the United States Government or of any state or municipal government.

Section 1.10. "Owner" shall mean and refer to the record owner (whether one or more persons or entities) of a fee interest in any Lot, excluding Mortgagees or other persons or entities having such interest merely as security for the performance of any obligation. Purchasers or assignees under recorded real estate contracts shall be deemed Owners as against their respective sellers or assignors.

Section 1.11 "Revised Declaration" shall mean and refer to this instrument, as the same may be supplemented or amended from time to time.

Section 1.12. "Single Family" shall mean and refer to a single housekeeping unit that includes not more than 4 adults who are legally unrelated.

Section 1.13. "Tract" shall mean and refer to any legally segmented and alienable portion of Woodland Cove created through subdivision or any other legal process for dividing land and subjected to this Revised Declaration by an appropriate recording, with the exception of Lots and dedicated rights of way

Section 1.14 "Woodland Cove" shall mean and refer to that certain real property which is legally described on Exhibit A attached hereto, and such additions thereto as may hereafter be brought within the terms and conditions hereof by an appropriate recording

ARTICLE 2

WOODLAND COVE ASSOCIATION

Section 2.1 Description of Association. The Association is a nonprofit corporation organized and existing under the Laws of the State of Washington charged with the duties and vested with the powers prescribed by law and set forth in the Governing Documents, as they may be amended from time to time, provided, however, that no Governing Documents other than this Revised Declaration shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Revised Declaration.

Section 2.2. Association Board The Board shall be elected from among the Owners, as provided in the Revised Bylaws to manage the Association. The Board shall elect officers of the Association from among the Owners, which shall include a president who shall preside over meetings of the Board and meetings of the Association.

Section 2.3. Votes Appurtenant to Lots. Every Owner shall be a member of the Association and shall be entitled to cast one vote in the Association for each Lot owned. A vote shall be appurtenant to and held and owned in the same manner as the beneficial fee interest in the Lot to which it relates. A vote shall not be separated from ownership of the Lot to which it relates; provided, however, that when more than one entity holds the beneficial fee interest in any Lot, the vote therefor shall be cast as the Owners among themselves determine, but in no event shall more than one vote be cast with respect to any Lot, and if the several Owners of a Lot are unable to agree as to the casting of their vote, such vote shall not be counted. If a Lot is further subdivided as provided in Section 5.1 hereof, the Owner of each additional Lot created shall be entitled to one vote in the Association for each Lot owned.

Section 2.4. Initial Number of Votes From the commencement of the existence of the Association, there shall be a total number of outstanding votes in the Association equal to the number of Lots initially subject to this Revised Declaration.

Section 2.5. Voting Percentages. Where voting percentages or fractions are referred to herein, the corresponding number of votes shall be set forth in Exhibit B, attached hereto and incorporated by this reference.

Section 2.6. Owner's Compliance with Governing Documents By acceptance of a deed to a Lot, recording of a real estate contract conveying title to a Lot, or any other means of acquisition of an ownership interest, the Owner thereof covenants and agrees, on

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behalf of himself and his heirs, successors, and assigns, to observe and comply with all terms of the Governing Documents and all rules and regulations duly promulgated pursuant to Association Action

Section 2.7. Bylaws, Rules and Regulations. The Board on behalf of the Association shall have the power to adopt, modify, and amend rules and regulations governing the use of Woodland Cove, provided that such rules and regulations shall not be inconsistent with this Revised Declaration or governing law. The rules and regulations shall apply uniformly to all Owners, except as specifically provided herein. The Board shall have the power to enforce the rules and regulations on behalf of the Association and may prescribe penalties for the violation of such rules and regulations, including but not limited to suspension of the right to use the Common Areas or portions thereof. Any such rules and regulations shall become effective thirty (30) days after promulgation and shall be mailed to all Owners prior to their effective date. A copy of the rules and regulations then in force shall be retained by the secretary of the Association.

Section 2.8. Architectural Control Committee. The Board shall appoint five (5) members to the Architectural Control Committee, two of which must be Board members and the remainder who shall be members of the Association. The Board shall appoint two members for the Committee for terms of one (1) year, two members for terms of two (2) years and one member for a term of three (3) years. The Board shall designate one of the Board members appointed to the Committee as the Committee Chairperson, who shall coordinate the affairs of the Committee, preside over meetings of the Committee, be the spokesperson for the Committee and communicate with the Board.

2.8.1 Jurisdiction and Purpose. The Committee shall review proposed plans and specifications for construction of all residences and other structures within Woodland Cove, and including any additions, exterior alterations, landscaping, clearing, painting and excavation. As conditions precedent to approval of any matter submitted to it, the Committee shall find

- (i) The approval of the plan is in the best interest of the Owners
- (ii) General architectural considerations including layout, relationship of structures to natural features and adjacent homes, orientation and location of buildings, vehicular access, circulation and parking, setbacks, height, walls, fences, and similar elements have been designed to be compatible with the overall design of Woodland Cove. In evaluating these factors the Committee shall consult with

adjacent Owners or other Owners whose Lots may be impacted by the implementation of such proposed construction

(iii) General site considerations including site layout, relationship of site to vegetation, natural features, open space and topography, orientation and locations of buildings, vehicular access and driveway lighting, circulation and parking, setbacks, height, walls, fences and similar elements have been designed to be compatible with the overall design of Woodland Cove.

(iv) General landscape considerations, including the location, type, size, color, texture and coverage of plant materials, provisions for irrigation, maintenance and protection of existing landscaped areas and similar elements have been considered to ensure visual relief, to complement buildings and structures, and to provide an attractive environment for the enjoyment of the Owners in general and the enhancement of the property values in Woodland Cove.

2 8 2 Approval Procedures A preliminary application for approval must be submitted in writing to the Committee at the registered office of the Association. Within fifteen (15) days following receipt of a preliminary application, the Committee shall notify the applicant in writing as to whether the application is complete and, if not, of any additional information that may be required before the Committee can review the application. The application must, in form and substance, comply with the Committee's rules and procedures including the payment of a reasonable nonrefundable fee set forth in the Committee rules for purpose of defraying the costs associated with the Committee's review of the preliminary application. This fee may be adjusted from time to time by the Committee in accordance with its rules and procedures. The Committee shall review the application in accordance with the provisions of this Section 2 8 as soon as possible after a complete application has been filed. The decision of a majority of the members of the Committee shall be the decision of the Committee. One copy of approved plans will remain in the Committee's files. All disapproved plans will be returned to the applicant. Owners must be current in all general assessments, special assessments, and other payments to the Association in order to submit a request for approval to the Architectural Control Committee.

2 8.3 Failure of Committee to Take Action. Except as provided in Section 2.8.5 below, in the event that the Committee fails to respond to an applicant's complete and properly submitted application within twenty (20) days after the Committee has notified the applicant that the application is complete,

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formal written approval will not be required, and the applicant shall be deemed to have fully complied with the provisions for approval.

2.8.4 Committee's Obligation. The Committee, in its deliberations and in the discharge of its obligations hereunder, shall act objectively and fairly in making decisions concerning various plans, specifications, plot plans and landscape plans submitted to it by various applicants for consideration in accordance with the provisions of this Revised Declaration. Further, the determinations of the Committee as to noncompliance shall be in writing, signed by the Committee, and shall set forth in reasonable detail the reason for noncompliance. The Committee may approve, approve with conditions, or disapprove an application or any part thereof. In all cases, the ultimate responsibility for satisfying all local building codes and governmental requirements rests with the applicant. In consideration of the Committee's review of an applicant's application, the applicant shall indemnify and hold the Committee harmless from any claim or damages resulting from applicant's failure to comply with applicable building codes or other governmental requirements.

2.8.5 Exemptions and Variances from Committee Requirement The Committee may, upon request, grant exemptions and variances from the rules and procedures of the Committee and the requirements of this Revised Declaration when the party requesting such exemption or variance establishes to the satisfaction of the Committee that the improvement or other matters which are desired by the applicant are aesthetically as appealing, suited to climatic conditions, and compatible with the overall character of the development as are similar improvements or matters which conform to the requirements of this Revised Declaration. Requests for an exemption or variance shall be submitted in writing to the Committee and shall contain such information as the Committee shall from time to time require. The Committee shall consider applications for exemption or variance and shall render its decisions within thirty (30) days after notice to the applicant of proper submission. The failure of the Committee to approve an application for an exemption or variance shall constitute disapproval of such application.

2.8.6 Failure of Applicant to Comply. Failure of the applicant to comply with the rules and procedures of the Committee or the final application as approved by the Committee shall, at the election of the Association's Board exercised after thirty (30) days' written notice to such applicant, constitute a violation of this Revised Declaration. In that event, the Board shall be empowered to assess a

penalty commensurate with the violation which shall constitute a lien against such Lot, enforceable as provided herein and/or pursue any other remedy including, but not limited to, an action for injunctive relief or specific performance.

ARTICLE 3

ASSOCIATION BUDGET, ASSESSMENTS, AND LIENS

Section 3.1. Owner's Covenants to Pay Assessments. By acquisition of any ownership interest in a Lot, the Owner thereof covenants and agrees thereby, on behalf of himself and his heirs, successors, and assigns, to pay the Association, in advance, all general and specific assessments levied as provided herein.

Section 3.2. Association Budget. The Association shall prepare, or cause the preparation of, an operating budget for the Association at least annually, in accordance with generally accepted accounting principles. The operating budget shall set forth all sums required by the Association, as estimated by the Association, to meet its annual costs and expenses, including but not limited to all management and administration costs, operating and maintenance expenses of the Common Areas, and services furnished to or in connection with the Common Areas, including the amount of all taxes and assessments levied against and the cost of liability and other insurance on, the Common Areas, and including charges for any services furnished by or to the Association; the cost of utilities and other services; and the cost of funding all reserves established by the Association. The funds required to meet the Association's annual expenses shall be raised from a general assessment against each Owner as provided hereafter. The Association may revise the operating budget after its preparation at any time and from time to time, as it deems necessary or advisable in order to take into account and defray additional costs and expenses of the Association.

Section 3.3 Financial Statement. The Association shall prepare or cause to be prepared a financial statement at least annually in accordance with generally accepted accounting principles. If the annual assessments of the Association are \$50,000.00 or more the statements shall be audited by an independent certified public accountant, but the audit may be waived if at least sixty-seven percent (67%) of the votes cast by the Owners at a meeting of the Association at which a quorum is present vote each year to waive the audit.

Section 3.4. Levy of General Assessment. In order to meet the costs and expenses projected in its operating budget, the Association shall by Association Action determine and levy in advance on every owner a general assessment. The amount of each

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Owner's general assessment shall be the amount of the Association's operating budget divided by the sum of the number of Lots. The Association shall make reasonable efforts to determine the amount of the general assessment payable by each owner for an assessment period at least thirty (30) days in advance of the beginning of such period and shall at that time prepare a roster of the Owners and the general assessment allocated to each, which shall be open to inspection by any Owner upon reasonable notice to the Association. Notice of the general assessment shall thereupon be sent to each Owner, provided, however, that notification to an Owner of the amount of an assessment shall not be necessary to the validity thereof. The omission by the Association, before the expiration of any assessment period, to fix the amount of the general assessment hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article or a release by any Owner from the obligation to pay the general assessment, or any installment thereof, for that or any subsequent assessment period, but the general assessment fixed for the preceding period shall continue until a new assessment is fixed. Upon any revision by the Association of the operating budget during the assessment period for which such budget was prepared, the Association shall, if necessary, revise the general assessment levied against the Owners and give notice to each Owner.

Section 3.5 Payment of General Assessment. Upon Association Action, installments of general assessments may be collected on a monthly, quarterly, semi-annual, or annual basis. Any Owner may prepay one or more installments on any assessment levied by the Association without penalty.

Section 3.6. Nondiscriminatory Assessment. Except as provided in Section 5.13 hereof, no assessment shall be made at any time which may unreasonably discriminate against any particular Owner or group of Owners in favor of other Owners. However, a special assessment may be made against a particular Owner by a two-thirds majority vote of the Board if, after notice from the Association of failure to maintain such Lot in a condition comparable to the other Lots has been given, the Association elects to expend funds to bring such owner's Lot up to such comparable standard.

Section 3.7 Commencement of Assessments. Liability of an owner for assessments shall commence on the first day of the month following the date upon which any instrument of transfer to such Owner becomes operative (such as the date of a deed or the date of a recorded real estate contract for the sale of any Lot or, if earlier, the first day of the calendar month following Owner's occupancy of such Lot)

3.7.1 In each calendar year after the year in which the first conveyance of a Lot to an owner occurs, the maximum assessment may be increased by a vote of

the Board, not more than twenty percent (20%) over the previous year's maximum assessment.

3 7 2 An increase in assessments may only exceed the limit set forth in Section 3.7.1 by a vote of two-thirds (2/3) of the members of the Association voting at a meeting duly called for such purpose.

Section 3.8. Certificates of Assessment Payment. Upon request, the Board shall furnish written certificates certifying the extent to which assessment payments on a specified Lot are paid and current to the date stated therein. A reasonable charge may be made by the Association for the issuance of such certificate.

Section 3.9. Special Assessments. In addition to the general assessments authorized by this Article, the Association may, by Association Action, levy a special assessment or assessments at any time, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, inordinate repair, or replacement of a capital improvement located upon or forming a part of the Common Areas, including necessary fixtures and personal property related thereto, or for such other purpose as the Association may consider appropriate; provided, however, that any such special assessment in excess of \$250 per Lot must have the prior favorable vote of two-thirds of the Owners. The due dates of any special assessment payments shall be fixed by the Association Action authorizing such special assessment.

Section 3.10. Effect of Nonpayment of Assessment If any assessment payment is not made in full within thirty (30) days after it was first due and payable, the unpaid amounts shall constitute a lien against the Lot assessed and shall bear interest from such due date at a rate set by the Board in its rules and regulations which shall not exceed the highest rate then permitted by law. By acceptance of a deed to a Lot, recording of a real estate contract therefor, or any other means of acquisition of an ownership interest, and whether or not it shall be so expressed in any such deed or other instrument, each Owner shall be deemed to grant thereby to the Association and its agents and employees, the right and power to bring all actions against such Owner personally for the collection of such assessments as a debt, and to enforce the liens created by this Revised Declaration in favor 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 Revised Declaration shall be for the benefit of the Association, and shall arise in accordance with the terms of this Revised Declaration without the necessity of any further action by the Association. The Association shall have the power to bid at any lien

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foreclosure sale and to acquire, hold, lease, mortgage, and convey the Lot foreclosed against

Section 3.11. Duration of Lien. Any lien arising pursuant to Section 3.10 shall be a continuing lien 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 obligation of the person or entity who is the Owner of the Lot at the time of the 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 any Lot which is charged with the payment of an assessment, the person or entity who is the Owner immediately prior to the date of such sale shall be personally liable for the amounts of the monthly installments due prior to said date, and the new Owner shall be personally liable for monthly installments becoming due on or after such date. The foregoing limitation on the duration of the personal obligation of an Owner to pay assessments shall not, however, affect the validity or duration of the continuing lien for unpaid assessments against the respective Lot.

Section 3.12. Suspension for Nonpayment of Assessment. If an Owner shall be in arrears in the payment of any assessment due, or shall otherwise be in default of the performance of any terms of the Governing Documents of the Association for a period of 30 days, said Owner's voting rights shall without the necessity of any further action by the Association, be suspended (except as against foreclosing secured parties) and shall remain suspended until all payments, including interest thereon, are brought current and any other default is remedied. No Owner is relieved of liability for assessments by nonuse of the Common Areas or by abandonment of a Lot.

Section 3.13 Reserves for Replacement. As a common expense, the Association shall establish and maintain a reserve fund for replacement of the Common Areas and any improvements thereon. Such fund shall be deposited with a banking institution. The reserve fund shall be expended only for the purpose of effecting the replacement of the Common Areas and any improvements and community facilities thereon, and to any docks, sidewalks, roads, walls or pathways developed as a part of Woodland Cove, equipment replacement, and for operating contingencies of a nonrecurring nature. The Association may establish such other reserves for such other purposes as it may from time to time consider to be necessary or appropriate. The proportional interest of any Owner in any such reserves shall be considered an appurtenance of his Lot and shall not be separately withdrawn, assigned, or transferred from the Lot to which it appertains.

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Section 3.14. Certain Areas Exempt The Tracts and all portions of Woodland Cove dedicated to and accepted by King County or other public authority shall be exempt from assessments by the Association.

ARTICLE 4

SUBORDINATION OF LIENS

Section 4.1. Intent of Provisions. The provisions of this Article 4 apply for the benefit of each Mortgagee who lends money for purposes of construction or to secure the payment of the purchase price of a Lot.

Section 4.2. Mortgagee's Nonliability. The holder of a Mortgage shall not, by reason of its security interest only, be liable for the payment of any assessment or charge, 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 hereafter provided

Section 4.3. Mortgagee's Rights During Foreclosure. During foreclosure of a Mortgage, including any period of redemption, the holder of the Mortgage 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 in the Association to the exclusion of the Owner's exercise of such rights and privileges.

Section 4.4 Mortgagee as Owner. At such time as a Mortgagee shall become the record Owner of the Lot previously encumbered by the Mortgage, the Mortgagee shall be subject to all of the terms and conditions of this Revised Declaration, including the obligation to pay for all assessments and charges in the same manner as any owner

Section 4.5 Mortgagee's Title Free and Clear of Liens. A Mortgagee or other secured party acquiring title to a Lot through foreclosure, 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 the provisions of this Revised Declaration, insofar as such lien secures the payment of any assessment due but unpaid before the final conclusion of any such proceeding, including the expiration date of any period of redemption. The Association may treat any unpaid assessments against a Lot foreclosed against as an expense of the Association pursuant to Section 3 2.

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Section 4.6. Survival of Assessment Obligation. After the foreclosure of a security interest in a Lot, any unpaid assessments shall continue to exist and remain as a personal obligation of the owner against whom the same was levied, and the Association shall use reasonable efforts to collect the same from such Owner.

Section 4.7. Subordination of Assessment Liens. The liens for assessments provided for in this Revised Declaration shall be subordinate to the lien of any first Mortgage 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 such priority. The sale or transfer of any Lot or of any interest therein shall not affect the liens provided for in this Revised Declaration 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 after the date of completion of foreclosure.

ARTICLE 5

USE COVENANTS, CONDITIONS, AND RESTRICTIONS

Section 5.1. Authorized Uses. Lots in Woodland Cove shall be used solely for residential purposes and related facilities normally incidental to a residential community. No Lot shall be further subdivided, except as permitted in this Revised Declaration without prior approval conferred by Association Action

Section 5.2 Approval of Building or Clearing Plans Required. No building, fence, deck, patio, wall, kennel, or other structure shall be commenced, erected, or maintained upon a Lot or any other portion of Woodland Cove, nor shall any exterior addition to or change or alteration therein be made, nor shall a Lot be cleared or excavated for use, nor shall any tree of 12 inches or more in diameter on any Lot, measured one foot above ground level, be cut, until the written plans and specifications showing the nature, kind, shape, height, materials, colors, and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee. Any structure so approved must be completed as to external appearance, including finished painting or staining, within six (6) months after the date construction is commenced unless the Committee elects to grant an extension. Although the Committee shall have full authority to approve or disapprove of any specific proposal, the following restrictions shall apply to Woodland Cove in general

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5 2 1 Building Setbacks. No structures, filling, grading or obstruction, including but not limited to decks, patios, outbuildings or overhangs, shall be permitted beyond the Building Setback Lines, or within any Common Area, drainage easement as shown on the face of the final plat or within twenty (20) feet of the northern property line of Woodland Cove fronting N.E. Juanita Drive unless otherwise approved by the Committee and applicable public authorities. In addition, construction of fencing shall not be permitted within any Common Area, drainage easement or within twenty (20) feet of the northern property line of Woodland Cove fronting N.E. Juanita Drive, nor shall clearing or removal of trees or vegetation be permitted therein, unless trees or vegetation represent a threat to life or property due to decay or other natural causes, and unless otherwise approved by the Committee.

5 2 2 Building Materials. Each home constructed on a Lot shall be built of new materials except, with approval of the Architectural Control Committee, decorative items such as used brick, weathered planking, and similar items. All visible masonry shall be native stone, brick or stucco. Shake shingles, tile or slate are the preferred roofing material for Woodland Cove. Any other roofing materials as well as the types and colors of exterior paint and stain must be submitted to the Committee for approval.

5.2.3 Landscaping. Yards shall be fully landscaped within twelve (12) months after the date construction of the home commences unless extended by the Committee. Landscaping for perimeter Lots shall include plantings to act as a "living fence" as prescribed by the Committee. No trees outside the building footprint which are greater than twelve (12) inches in diameter when measured one foot above ground shall be cut without the approval of the Committee.

5 2 4 Fencing. No fence erected within Woodland Cove shall be over six (6) feet in height. In general, fences will not be allowed except to enclose backyard areas for pools, pets, children and the like. Fence material for all waterfront lots shall be wrought iron with a design approved by the Committee to preserve views. No barbed wire, chain link or corrugated fiberglass fences shall be erected on any Lot. All fences are to meet the standards set by the Committee and must be approved by the Committee prior to construction.

5.2.5 Contractor. No home may be constructed on any Lot by other than a contractor licensed as a general contractor under the statutes of the State of Washington without the prior approval of the Architectural Control Committee.

5.2.6 Driveways. All driveways and parking areas shall be paved with material approved by the Architectural Control Committee, provided that all driveways shall have inlaid brick throats that lead from the road a minimum of ten (10) feet. Wherever possible, driveways shall not exceed twelve (12) feet in width where they intersect any roadway.

Section 5.3. Leasing Restrictions. No Lot may be leased or rented by any party for a period of fewer than thirty (30) days, nor shall less than the whole of any Lot be leased or rented. Each lease or rental agreement shall be in writing and shall by its terms provide that it is subject in all respects to the provisions of the Governing Documents. Any failure by a lessee to comply with the terms of the Governing Documents shall be a default under the lease, whether or not it is so expressed therein. Other than the foregoing, there is no restriction on the right of any owner to lease his Lot.

Section 5.4. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept anywhere in or about Woodland Cove; provided, however, that dogs, cats, or other conventional household pets may be kept if they are not kept, bred, or maintained for any commercial purposes. In no event may more than two (2) dogs or cats be kept on any Lot. No domestic pet may be kept if it is a source of annoyance or a nuisance. The Association shall have the authority to determine whether a particular pet is a nuisance or a source of annoyance, and such determination shall be final and conclusive. Pets shall be registered, licensed, and inoculated from time to time as required by law. When not confined to the Owner's Lot, pets within Woodland Cove shall be leashed and accompanied by a person responsible for cleaning up any animal waste.

Section 5.5. Commercial Uses. No commercial enterprise, including itinerant vendors, shall be permitted on any Lot, provided, however, that the Association may, by adopting rules and regulations, permit specified home occupations to be conducted if allowed by law and if such occupation will not, in the reasonable judgment of the Association, cause traffic congestion or other disruption of the Woodland Cove community, and provided further that no signs or advertising devices of any character shall be permitted.

Section 5.6. Vehicle Storage. No storage of goods, vehicles, boats, trailers, trucks, campers, recreational vehicles or other equipment or device shall be permitted in open view from any Lot, except this shall not exclude temporary (less than twenty-four (24) hours) parking of vehicles on the designated driveway areas adjacent to garages on the Lots. Upon forty-eight (48) hours notice to the owner of an improperly parked or stored

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vehicle, boat, or other equipment, the Association has authority to have removed at the Owner's expense any such vehicle visible from the street that is parked on any Lot, street or within a Common Area for more than twenty-four (24) hours.

Section 5.7. Garbage. No garbage, refuse, or rubbish shall be deposited or left in Woodland Cove, unless placed in a suitable covered container. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained, and no burning of any trash, refuse, or scrap of any kind shall be permitted.

Section 5.8. Utilities Underground Except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, telephone, power, or television cable, or similar transmission line shall be installed or maintained above the surface of the ground.

Section 5.9. Mailboxes. Mailboxes, mailbox shelters and address standards shall be constructed according to plans approved by the Architectural Control Committee. Whenever mailbox shelters have been constructed within two hundred (200) feet of any Lot line, no separate mailbox will be permitted for an owner. Maintenance of any such mailbox shelter shall be the responsibility of the Association.

Section 5.10. Signs. Except for entrance, street, directional, traffic control, and safety signs, no promotional signs or advertising devices of any character shall be posted or displayed in Woodland Cove without prior approval of the Architectural Control Committee, provided, however, that one temporary real estate sign not exceeding six (6) square feet in area may be erected upon any Lot or attached to any residence placed upon the market for sale or lease. Any such temporary real estate sign shall be removed promptly following the sale or rental of such Lot or residence.

Section 5.11. No Obstruction of Easements. No structure, planting, or other material shall be placed or permitted to remain upon Woodland Cove which may damage or interfere with any easement or the installation or maintenance of utilities, or which may unreasonably change, obstruct, or retard direction or flow of any drainage channels. No decorative planting, structure or fence may be maintained within an easement area unless specifically approved by the Architectural Control Committee.

Section 5.12. Antennas and Clotheslines. No external aerial antenna, free-standing antenna towers, satellite reception dishes of any kind or clotheslines shall be permitted in Woodland Cove; except an Owner may install on its respective Lot a satellite

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dish antenna not exceeding eighteen inches (18") so long as (a) the Architectural Control Committee has approved the installation of such antenna, which approval shall not be unreasonably withheld, and (b) the antenna is placed in a location that is not visible from any common area or from any other Lot

Section 5.13. Owners' Maintenance Responsibilities. The maintenance, upkeep, and repair of individual Lots and homes shall be the sole responsibility of the individual Owners thereof, and in no way shall it be the responsibility of the Association, its agents, officers or directors. Owners shall maintain their Lots and homes in good repair and in a clean, sightly, and sanitary condition at all times. Without limitation as to the foregoing, each owner shall be obligated to keep his Lot and home in a clean, sightly and sanitary condition and maintain the landscaping on his Lot in a healthy and attractive state and in a manner comparable to that on the other Lots in Woodland Cove. No storage of firewood shall be permitted in front yards. After thirty (30) days written notice to an Owner from the Association of such owner's failure to so maintain his home or Lot, and after approval by a vote by the Board, the Association shall have the right, through its agents and employees, to enter upon any Lot which has been found to violate the foregoing standards in order to restore the home or Lot to such standards. The cost of such work shall be a special assessment on such Owner and his Lot only.

Section 5.14 View Preservation. There is hereby secured for the benefit of and created, granted, and conveyed to each Owner an exclusive, appurtenant, mutual easement over all Lots for the preservation of the view of Lake Washington and surrounding areas. Each Lot shall be correspondingly burdened by such easement and its Owner shall not obstruct, block, reduce, or interfere with such views from other Lots by planting or failing to prune trees, bushes, shrubs, or other vegetation which are higher than the highest point of the roof line of the home constructed on such Lot. Notwithstanding the foregoing, the height limitation for all such plantings and vegetation in the view corridor areas of each Lot shall not exceed six (6) feet unless specifically approved by the Architectural Control Committee. In the event any Owner fails to comply with this provision, the Association may perform necessary landscape maintenance, including the removal of vegetation, pursuant to Section 5.13

Section 5.15. Weapons. No firearms of any kind or nature, including rifles, handguns, bows, slingshots, BB guns, slings, traps, or any other like weapon, shall be used or discharged within Woodland Cove except by authorized governmental officials.

Section 5.16 Nuisances Prohibited. No noxious or offensive activity shall be conducted in any portion of Woodland Cove, nor shall anything be done or maintained

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therein in derogation or violation of the laws of the State of Washington or any other applicable governmental entity. Nothing shall be done or maintained on any portion of Woodland Cove which may be or become an annoyance or nuisance to the neighborhood or detract from the value of the Woodland Cove community. The Association shall determine by Association Action whether any given use of a Lot unreasonably interferes with the rights of the other Owners to the use and enjoyment of their respective Lots or of the Common Areas, and such determination shall be final and conclusive.

Section 5.17. Relief from Certain Provisions. In cases where an Owner has made a factual showing to the satisfaction of the Board that strict application of the provisions of Sections 5.4, 5.5, 5 6, 5 10, and 5.12 only of this Article (regulating animals, commercial uses, vehicle storage, signs and antennas, respectively) would work a severe hardship, the Board by Association Action may grant the Owner relief from any of such provisions, provided, however, that such relief shall be limited by its scope or by conditions to only that necessary to relieve the hardship; and provided further, that no such relief shall be granted if the condition thereby created would in the reasonable judgment of the Board violate the provisions of Section 5.16 of this Article. The decision of the Board in granting or denying such relief shall be final and conclusive.

ARTICLE 6
COMMON AREAS

Section 6.1. Title to Common Areas Every Common Area shall be subject to an easement of common use and enjoyment in favor of the Association and every Owner, their heirs, successors, and assigns, in accordance with the terms and conditions of the Governing Documents.

Section 6 2. Maintenance of Common Areas The Association shall maintain, repair, replace, improve, and otherwise manage all of the Common Areas so as to keep them in good repair and condition and shall conduct such additional maintenance, repair, replacement, construction, or reconstruction as may be determined pursuant to Association Action. The Association shall take any action necessary or appropriate to the maintenance and up keep of the Common Areas and improvements thereon.

6.2.1 The brick wall fronting N.E. Juanita Drive has been constructed within the right-of-way of N.E. Juanita Drive pursuant to the permission of the King County Department of Public Works The King County Department of Public Works may, at its sole option, and at any time whatsoever revoke this permission

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and require that this wall be altered or removed from the right-of-way of NE Juanita Drive. The determination of the King County Department of Public Works that the brick wall must be altered or removed shall be final and binding upon the Association. The Association shall be responsible for removing the wall, at its sole cost and expense, in a timely fashion as required by the King County Department of Public Works. Any cost incurred by the Association in removing or altering the wall or in constructing a new wall in a different location may be assessed against the Owners as provided for in Article 3.

Section 6.3. Waterfront Park. The Woodland Cove waterfront park is for the use and enjoyment of Owners and their guests. Accordingly, the following provisions and any other rules which may be adopted by the Association shall govern the waterfront park.

6.3.1 No lifeguard or safety equipment shall be provided by the Association; individuals participating in water activities do so at their own risk.

6.3.2 No camping or campfires, except in the designated fire pit, are allowed.

6.3.3 No disruptive or offensive behavior shall be allowed at any time.

6.3.4 No trash shall be left on the park area.

6.3.5 Absolutely no dumping of oil, solvents or other pollutants in Lake Washington shall be allowed.

6.3.6 Guests must be accompanied by an Owner whenever using the waterfront park.

Section 6.4 Dock Usage. The Waterfront dock (the "Dock") is for the use and enjoyment of Association Owners and guests of Owners only and shall be used in accordance with the provisions set forth herein and as further provided in the Woodland Cove Community Dock Use Rules and Regulations (the "Rules"). The Rules may be changed from time to time by Board resolution. In the event and to the extent the Rules conflict with the terms of this Revised Declaration, the terms of the Revised Declaration shall prevail.

The Dock is divided into three primary areas, the Loading Area, the Day Use Area and Moorage Slips. General provisions governing the permitted usage of each of these

areas are set forth below, which provisions are intended to maximize the use and enjoyment of the Dock by the Owners and their guests and preserve and protect the condition of the Dock.

6.4 1 The Loading Area of the Dock is located on the east end of the Dock as shown on Exhibit C, attached hereto and incorporated by this reference. This area is designated for loading and unloading only and boats must be attended by their respective owners or operators at all times.

6.4 2 The Day Use Area is located on the north side of the Dock, as shown on Exhibit C. Owners and guests of Owners must comply with the following provisions in using the Day Use Area:

- (a) Boats may not be moored in the Day Use Area for longer than that period of time specified in the Rules.
- (b) Mooring systems shall not be permitted in the Day Use Area. Owners and guests may use only mooring lines to secure their boats, or other means as specified in the Rules.
- (c) Nightly moorage fees shall be paid by an Owner as set forth in the Rules.
- (d) The Day Use Area of the dock may be used for Overflow Moorage Slips as follows: At such time that the Board allocates Moorage Slips at the beginning of the Lease Year and based upon demand for Moorage Slips, versus Day Use Area, the Board may allocate up to two Overflow Moorage Slips within the Day Use Area so long as there remains sufficient space on the north side of the dock reserved for day use, which can accommodate one boat up to and including 25 feet in length. Overflow Moorage Slips allocated on the north side of the dock shall adhere to the same rules as for Moorage Slips.

6 4 3 The Moorage Slips are located on the South side of the Dock, (excluding the western most slip closest to the shore) as shown on Exhibit C. Owners must comply with the following provisions in using the Moorage Slips:

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- (a) Owners may lease Moorage Slips from the Association for one year terms commencing on August 1 and terminating on July 31 (the "Lease Year"), as set forth in this section 6 4 3
- (b) Owners leasing Moorage Slips shall pay an additional monthly assessment in the amount stipulated in the Rules. The amount of the assessment may be changed from time to time by the Board, provided that such amount shall be no greater than ninety percent (90%) of the market rate for moorage slips in commercial marinas located in the Kirkland vicinity. The assessment for improved Moorage Slips shall be greater than the assessment for unimproved Moorage Slips
- (c) The size restrictions of the boats permitted in the Moorage Slips shall be specifically set forth in the Rules. The length and width of a boat shall be limited as necessary to properly fit within the slip and prevent damage to the boat, other boats and the Dock, and the maximum boat length shall be approximately 22'. The permitted height of the boats shall be limited, if necessary, so as to not unreasonably interfere with the view corridor of any of the Owners. In the case the Moorage Slip is equipped with a lift, the total weight of the boat must not exceed the rated lift capacity.
- (d) No Owner shall sublease or loan all or a part of any Moorage Slip nor assign its interests and rights therein, and no Owner shall allow any liens, mortgages or other debt to be filed against or otherwise encumber the Moorage Slip or such Owner's interest therein
- (e) Owners must be current in all general assessments, special assessments, and other payments to the Association in order to qualify for and maintain a Moorage Slip lease.
- (f) Moorage Slips may not be improved or altered without Board approval. The method for Board review and approval shall be set forth in the Rules.
- (g) The method for allocating Moorage Slip leases shall be specifically set forth in the Rules.

- (h) Unleased Moorage Slips shall revert to Day Use Area as stipulated in the Rules.

In no event shall any Owners use or permit the use of any portion of the Dock for repairing (other than normal upkeep) or refueling any boat or other watercraft. Each Owner using the Dock must maintain insurance coverage with respect to its use of the Dock and the waterfront park in the minimum amount of \$500,000.00 (and in no event less than the industry standard) for general liability and property damage risks, which insurance policy/ies shall name the Association as an additional insured. The insurance policy/ies required hereunder or sufficient evidence thereof must be provided to the Board prior to issuance of any Moorage Slip lease

Failure of any Owner (including said Owner's guests) to comply with the foregoing provisions or others adopted by the Association, or to pay any and all amounts due to the Association within ten days after receipt of written notice thereof, shall, upon Association Action, result in a suspension of such Owner's privileges to use the waterfront park and/or the Dock and a fine in the amount of \$100.00 for each and every day the violation persists beyond the ten day notice period, which fine shall become a lien upon the violating Owner's Lot(s) as set forth in Article 3 herein. The Association may further take whatever action is necessary to cure the violation or remediate any and all damage or liability caused by such violation at the violating Owner's sole expense. Each and every Owner shall defend, indemnify and hold the Association harmless from and against any and all claims, actions, liabilities, damages, penalties or costs (including reasonable attorneys' fees) arising out of such Owner's and Owner's guests' use of the waterfront park or the Dock.

ARTICLE 7

INSURANCE; CASUALTY LOSSES; CONDEMNATION

Section 7 1. Insurance Coverage. The Association shall, subject to change by Association Actions, maintain at all times as an Association expense a policy or policies and bonds written by companies licensed to do business in Washington providing.

7.1.1 Insurance against loss or damage by fire and other hazards covered by the standard extended coverage endorsement in an amount as near as practicable to the full insurable replacement value (without deduction for depreciation) of the Common Areas, with the Association named as insured as trustee for the benefit of owners and Mortgagees as their interests appear

ARTICLE 8

ENFORCEMENT

Section 8.1. Right to Enforce. The Association or any Owner, shall have the right to enforce, by any appropriate proceeding at law or in equity, all covenants, conditions, restrictions, reservations, liens, and charges now or hereafter imposed by the provisions of this Revised Declaration. Failure or forbearance by any person or entity so entitled to enforce the provisions of this Revised Declaration to pursue enforcement shall in no event be deemed a waiver of the right to do so thereafter

Section 8.2. Remedies Cumulative. Remedies provided by this Revised Declaration are in addition to, cumulative with, and are not in lieu of, other remedies provided by law. There shall be, and there is hereby created, a conclusive presumption that any breach or attempted breach of the covenants, conditions, and restrictions herein cannot be adequately remedied by an action at law or exclusively by recovery of damages.

Section 8.3. Covenants Running with the Land. The covenants, conditions, restrictions, liens, easements, enjoyment rights, and other provisions contained herein are intended to and shall run with the land and shall be binding upon all persons purchasing, leasing, subleasing, or otherwise occupying any portion of Woodland Cove, their heirs, executors, administrators, successors, grantees, and assigns. All instruments granting or conveying any interest in any Lot shall be subject to this Revised Declaration.

ARTICLE 9

AMENDMENT AND REVOCATION

Section 9.1 Amendment by Association. This Revised Declaration may be amended at any time by an instrument executed by the Association for and on behalf of the Owners, provided, however, that such amendments shall have received the prior approval of a vote of the Owners having at least sixty percent (60%) of the total outstanding votes in the Association. Notwithstanding any of the foregoing, the prior written approval of fifty-one percent (51%) of all Mortgagees who have requested from the Association notification of amendments shall be required for any material amendment to the Revised Declaration or the Association's Revised Bylaws of any of the following: voting rights; assessments, assessment liens, and subordination of such liens, reserves for maintenance, repair, and replacement of Common Areas, insurance or fidelity bonds; responsibility for maintenance and repair; reallocation of interest in the Common Areas; leasing of Lots other than as set

forth herein; imposition of any restrictions on the right of an Owner to sell or transfer his Lot; a decision by the Association to establish self-management when professional management had been required previously by an eligible Mortgagee; any action to terminate the legal status of the Woodland Cove Association after substantial destruction or condemnation occurs, or any provisions which are for the express benefit of Mortgagees or eligible insurers or guarantors of First Mortgages

Section 9 2 Effective Date. Amendments shall take effect only upon recording with the King County Auditors Office.

ARTICLE 10

GENERAL PROVISIONS

Section 10.1. Taxes. Each Owner shall pay without abatement, deduction, or offset, all real and personal property taxes, general and special assessments, including local improvement assessments, and other charges of every description levied on or assessed against his Lot, or personal property located on or in the Lot. The Association shall likewise pay without abatement, deduction, or offset, all of the foregoing taxes, assessments, and charges levied or assessed against the Common Areas.

Section 10.2. Non-Waiver. No waiver of any breach of this Revised Declaration shall constitute a waiver of any other breach, whether of the same or any other covenant, condition, or restriction.

Section 10.3. Attorneys' Fees. In the event of a suit or action to enforce any provision of this Revised Declaration or to collect any money due hereunder or to foreclose a lien, the unsuccessful party in such suit or action shall pay to the prevailing party all costs and expenses, including title reports, and all attorney's fees that the prevailing party has incurred in connection with the suit or action, in such amounts as the court may deem to be reasonable therein, and also including all costs, expenses, and attorneys' fees incurred in connection with any appeal from the decision of a trial court or any intermediate appellate court.

Section 10 4 No Abandonment of Obligation No Owner, through his non-use of any Common Area, or by abandonment of his Lot, may avoid or diminish the burdens or obligations imposed by this Revised Declaration.

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Section 10.5. Interpretation. The captions of the various articles, sections and paragraphs of this Revised Declaration are for convenience of use and reference only and do not define, limit, augment, or describe the scope, content or intent, of this Revised Declaration or any parts of this Revised Declaration

Section 10.6. Severability. Invalidation of any one of these covenants, conditions, restrictions, easements, or provisions by judgment or court order shall in no way affect any other of the same, all of which shall remain in full force and effect

Section 10.7. Notices. All notices, demands, or other communications ("Notices") permitted or required to be given by this Revised Declaration shall be in writing and, if mailed postage prepaid by certified or registered mail, return receipt requested, shall be deemed given three days after the date of mailing thereof, or on the date of actual receipt, if sooner, otherwise, Notices shall be deemed given on the date of actual receipt. Notice to any owner may be given at any Lot owned by such Owner; provided, however, that an Owner may from time to time by Notice to the Association designate such other place or places or individuals for the receipt of future Notices. If there is more than one Owner of a Lot, Notice to any one such owner shall be sufficient. The address of the Association shall be given to each Owner at or before the time he becomes an Owner. If the address of the Association shall be changed, Notice shall be given to all Owners.

Section 10.8. Indemnification. The Association shall indemnify every officer, director and any member of any committee of the Association authorized to act on behalf of the Association by the Board or by the Governing Documents against any and all expenses, including counsel fees, reasonably incurred by, or imposed upon, any officer, director or committee member in connection with any action, suit or proceeding if approved by the then Board to which he or she may be a party by reason of being or having been an officer, director or committee member. The officers, directors and committee members shall not be liable for any mistakes of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers, directors and committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers, directors and committee members may also be members of the Association), and the Association shall indemnify and forever hold each officer, director and committee member free and harmless against any and all liability to others on account of any such contract or commitment or mistake of judgment. The Association shall, as a common expense, maintain adequate general liability and officers', directors' and committee members liability insurance to fund this obligation.

Section 10.9 Applicable Law. This Revised Declaration shall be construed in all respects under the laws of the State of Washington.

IN WITNESS WHEREOF, the undersigned directors of the Board of the Association have executed this declaration the day and year first above written.

WOODLAND COVE HOMEOWNERS
ASSOCIATION

By *Lorena Landon*
Lorena Landon
Its: President

By *Cynthia Patterson*
Cynthia Patterson
Its: Secretary

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EXHIBIT "B"
VOTING PERCENTAGES

Votes required for the corresponding percentage, based upon 27 voting Lots.

| PERCENTAGE | VOTES |
|------------------|-------|
| 10% | 3 |
| 60 % | 16 |
| 2/3 (two-thirds) | 18 |
| | |

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Official Copy

EXHIBIT "C"
COMMUNITY WATERFRONT DOCK DIAGRAM

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