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 PAGE-001 OF 014
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 KING COUNTY, WA

DOCUMENT TITLE(S)

Supplemental Declaration of Covenants, Conditions and Restrictions for
 Issaquah Highlands Residential Property
 View Ridge Neighborhood

REFERENCE: 20120607000111

GRANTOR:

Grand-Glacier, LLC
 Viewridge at Issaquah Highlands, LLC

GRANTEE:

Issaquah Highhlands Plat
 The Public

ABBREVIATED LEGAL DESCRIPTION:

Lots 1-38, Viewridge at Issaquah Highlands, vol 263 of plats, pg 34

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(S):

362997-1340-06

☐ (Check if applicable and sign below) I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

 Signature

This cover sheet is for the County Recorder's indexing purposes only. The Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR ISSAQUAH HIGHLANDS RESIDENTIAL PROPERTY
VIEW RIDGE NEIGHBORHOOD**

THIS SUPPLEMENTAL DECLARATION is dated for reference purposes May 28, 2013, with regard to certain property within the Issaquah Highlands Residential Properties referred to herein as the View Ridge Neighborhood. This Supplemental Declaration is made pursuant to and in accordance with the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Issaquah Highlands Residential Properties effective June 1, 2012, and recorded under King County Recording No. 20120607000111, and as it may be subsequently amended ("Residential Declaration").

RECITALS

- A. Pursuant to the terms of Section 6.4(b) and 9.3 of the Residential Declaration, Declarant may, with the consent of the Owner thereof, impose additional covenants and easements on any portion of the property submitted to the Residential Declaration. The Supplemental Declaration may include covenants obligating the Issaquah Highlands Community Association ("Residential Association") to maintain and insure certain property subject to the Supplemental Declaration as well as authorizing the Residential Association to recover its costs through Neighborhood Assessments.
- B. The Property described in EXHIBIT A of this Supplemental Declaration ("View Ridge Neighborhood") is a portion of the property currently subject to the Residential Declaration. The term "Neighborhood" as used in this Supplemental Declaration defines the area for special services and provisions stated herein. The term "Plat" as used in this Supplemental Declaration means the plat of the Neighborhood as described in EXHIBIT A.
- C. Viewridge at Issaquah Highlands, L.L.C., a Washington limited liability company, is the owner and developer ("Builder") of the View Ridge Neighborhood and desires Declarant to impose upon the View Ridge Neighborhood additional covenants and easements as set forth herein.

Now, therefore, pursuant to the powers retained by Declarant under the Residential Declaration, Declarant hereby subjects the real property described on EXHIBIT A hereof to the provisions of this Supplemental Declaration, which shall apply to such property in addition to the provisions of the Residential Declaration. Such property shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the Residential Declaration, both of which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Supplemental Declaration shall be binding upon the Issaquah Highlands Community Association in accordance with the terms for the Residential Declaration, subject to the terms provided herein.

**ARTICLE 1
GOVERNING DOCUMENTS**

- 1.1 Definitions.** The definitions set forth in Article II of the Residential Declaration are incorporated herein by reference.

1.2 Conflicts. In the event of a conflict between this Supplemental Declaration and the Residential Declaration, the provisions of Section 20.3 of the Residential Declaration shall govern such conflict.

ARTICLE 2

NEIGHBORHOOD DESIGNATION and NEIGHBORHOOD COMMITTEE

2.1 Neighborhood. Pursuant to Section 6.4(b) of the Residential Declaration, that portion of the Issaquah Highlands Residential Property more particularly described in EXHIBIT A is hereby designated as the "View Ridge Neighborhood." As authorized by Section 6.5 of the Bylaws, a Neighborhood Committee may be established for the View Ridge Neighborhood by election of the Owners of the View Ridge Neighborhood or alternatively by appointment by the Board of Directors of the Residential Association ("Board").

ARTICLE 3

ADDITIONAL COVENANTS APPLICABLE TO VIEW RIDGE NEIGHBORHOOD

3.1 Maintenance Responsibilities. Pursuant to the authority granted in Section 5.2 and Section 7.2(b) of the Residential Declaration, the Residential Association shall be responsible for performing, or causing to be performed, on behalf of the Owners of the View Ridge Neighborhood, the following after the requirements of Section 3.2 are met:

3.1.1 Neighborhood Lawns and Landscaping. Maintenance, including mowing, fertilizing, watering, pruning, and replacing of, and controlling disease and insects on, in accordance with the "IHCA Integrated Pest Management Plan", all lawns and landscaping installed within, as part of the initial construction of the View Ridge Neighborhood, excluding any portion of landscaping enclosed within a rear yard fence.

3.1.2 Adjacent Property and Lawns and Landscaping. Maintenance, including mowing, fertilizing, water, pruning, and replacing of and controlling disease and insects on, in accordance with the Integrated Pest Management and Community Wide Standards, all lawns and landscaping of any property adjacent to the View Ridge Neighborhood for which the Owners of the View Ridge Neighborhood would otherwise be responsible pursuant to Section 5.2 and 5.3 of the Residential Declaration.

3.1.3 Builder-Constructed Improvements. The following maintenance of improvements erected or installed by the Builder as part of the original construction of the View Ridge Neighborhood Units, and replacement thereof (but excluding replacements needed due to defects in the original construction of the View Ridge Units; the Owner and not the Residential Association shall be responsible for pursuing against the Builder any construction defect claims and remedial action relating to the original construction of the Owner's Unit):

- a. The exterior façade of the improvements, excluding all items listed in section 3.7;
- b. Painting (including staining) of all exterior painted portions of the improvements, including garage, garage door, exterior doors, shutters, fascia on the Units, and any wall

erected by Builder within the View Ridge Neighborhood, excluding any rear yard fences, or replacements thereof;

- c. Caulking of the exterior portions of all windows and doors;
- d. Repair and/or replacement, as necessary, of the roofs (including shingles and roof decking), of all including the roofs of any porches built as part of the original construction of the improvements or replacements thereof;
- e. Cleaning, repair and replacement, as necessary, of all gutters and down spouts;
- f. Pressure cleaning, repair and replacement of driveways, private parking areas and private sidewalks within the View Ridge Neighborhood;
- g. Maintenance, repair and replacement, as necessary, of all walkway lighting installed in or for all Tracts and pedestrian easements described on the Plat; and
- h. Maintenance, repair and re-paving and/or replacement, as necessary, of all private roads alleys, driveways, sidewalks, trails, curbs, plazas and related hard surfaces within (i) all Tracts within the View Ridge Neighborhood and (ii) the public and private access and utility easements described on the Plat.

3.1.4. Termite/Pest Control. Termite or other pest control treatment of all exterior walls and foundations of the improvements; provided however, that the Residential Association shall not be liable if such treatment proves to be ineffective.

3.1.5. Irrigation System. Operation, maintenance, repair and replacement, as necessary, of all irrigation equipment (including, without limitation, any sprinklers, pumps, water lines and time clocks, wherever located) serving the View Ridge Neighborhood and property adjacent to the View Ridge Neighborhood for which the Owners of the View Ridge Neighborhood would otherwise be responsible pursuant to the Residential Declaration, except that the Residential Association shall have no responsibility for any sprinklers or other irrigation equipment not installed as part of Builder's initial construction of the View Ridge Neighborhood.

3.2. Conditions to Residential Association Maintenance Responsibilities.

3.2.1 Exclusions from Responsibility. The Residential Association shall not be responsible for any maintenance or repairs which are the responsibility of the Owners pursuant to Section 3.7 below, nor any chimney, fireplace, window, door or garage door (other than caulking and painting under Section 3.1.3(b) and (c) above), nor to anything contained within any dwelling or garage, nor any landscaping, improvements or modifications added or made to any Unit within the View Ridge Neighborhood after the conveyance of the Unit to the first Owner following completion of the initial

improvements thereon. Absent any indication to the contrary at the time of conveyance of a Unit or if subsequently discovered, the structural improvements located within a Unit at the time of its conveyance to the first Owner other than a Builder shall be assumed to be as shown in the ARC-approved plans for the Unit and landscaping shall be deemed to be consistent with the ARC-approved plans for the View Ridge Neighborhood.

3.2.2 Owner Responsibilities. Maintenance of all other portions of the View Ridge Neighborhood, including any landscaping or improvements installed by the Owners or occupants of any Unit within the View Ridge Neighborhood, shall be the responsibility of the respective Owners, as provided in Section 3.7 below.

3.2.3 Commencement of Residential Association Maintenance. The Residential Association's responsibilities under Section 3.1 shall not commence with respect to a particular Unit within the View Ridge Neighborhood until the requirement of Section 3.3 below have been satisfied, and then subject to satisfaction of the Builder's warranty obligations.

3.2.4 Termination of Residential Association Maintenance. Notwithstanding any other provision of this Supplemental Declaration, the Board, upon at least ninety (90) days' advance notice to the View Ridge Neighborhood Owners, may elect to have the Residential Association discontinue some or all of the maintenance set forth in Section 3.1. From and after the date the Residential Association discontinues any such maintenance, the Residential Association shall have no further responsibility or liability to the Owners or any other party for such maintenance. Following any such termination of maintenance by the Residential Association, all Owners collectively (through the Neighborhood Committee as agent for all Owners or other method that binds all Owners) shall contract with a third party for maintenance of the irrigation system described in 3.1.6 together any other maintenance or services described in Section 3.1 that the Neighborhood Committee or the Board reasonably determines to be appropriate. In that event, the Neighborhood Committee shall notify the Board so that costs of such third party maintenance can be included as part of the budget for the Neighborhood Expenses and part of the Neighborhood Assessments to be levied by the Board pursuant to Section 8.2 and collected pursuant to Article VIII of the Residential Declaration. Any maintenance obligations that are not performed collectively by the Owners as contemplated above, upon written notice to the Owners by the Neighborhood Committee or the Board, shall be the individual responsibility of the respective Owner's Unit. Notwithstanding the Residential Association's discontinuance of maintenance under this Section, the Residential Association retains all authority for and shall continue to provide financial and management oversight to the View Ridge Neighborhood, including but not limited to the accounting for Neighborhood expenses, Neighborhood budget approval, capital reserve contributions and calculations and the levy and enforcement of Neighborhood Assessments.

3.3 Completion; Warranty. Notwithstanding anything to the contrary in any contract or agreement between the Builder and any third party for purchase of a Unit in the View Ridge Neighborhood, Builder shall not convey any such Unit until:

- a. Completion of Work of the dwelling and all related improvement within the Unit;
- b. Issuance of a Certificate of Occupancy or other approval for such dwelling and related improvements by the City of Issaquah; and
- c. Issuance of a limited warranty by the Builder for the benefit of the Owner of the Unit and the Residential Association, warranting the improvements which are to be the Residential Association's maintenance responsibilities under Section 3.1 to be free from defects in materials and/or workmanship for a period of one (1) year from the date of conveyance by the Builder, or

such period as may be provided by any applicable manufacturer's warranty, whichever is longer. Such limited warranty shall provide that if the Builder receives written notice of covered defects within the applicable warranty period, the Builder shall promptly take such action as is necessary to cure the defect, including repairing or replacing any defective components, if necessary.

3.4 Insurance for View Ridge Neighborhood Units.

3.4.1 Property Coverage. Unless otherwise determined by resolution of the Board and with at least ninety (90) days' prior written notice to each Owner, the Residential Association shall obtain as a Common Expense a blanket insurance policy providing property insurance coverage for all Units within the View Ridge Neighborhood (exclusive of personal property and improvements made to the Units by Owners). The Owners shall be relieved of their individual insurance responsibility under the Residential Declaration to the extent such responsibility is undertaken by the Residential Association. If the Residential Association discontinues such insurance as provided herein, then (a) each Owner shall immediately obtain in the Owner's name and at the Owner's expense the insurance coverage for such Owner's Unit required pursuant to the Residential Declaration, and (b) the Residential Association shall have no further responsibility or liability to the Owners or any other party to maintain such insurance or for any casualty that would be covered by such insurance. Such property insurance shall cover loss or damage by fire and other hazards commonly insured under a special form policy, if reasonably available, including vandalism and malicious mischief, and shall be in amounts sufficient to cover the full replacement cost of any repair or reconstruction in the event of insured damage or destruction. If special form coverage is not reasonably available, each Owner shall obtain, at a minimum, a policy of fire and extended coverage insurance covering the full replacement cost of repair or reconstruction in the event of such damage or destruction.

3.4.2 Liability Coverage. Every Owner shall be obligated to obtain and maintain at all times insurance covering consequential damages to any other Unit or the Common Area due to occurrences originating within the Owners Unit caused by the negligence of the Owner, the failure of the Owner to maintain the Unit and any other casualty within the Unit which causes damage to the Units or the Common Area, to the extent such coverage is not provided by policies maintained by the Residential Association or to the extent insurable losses may result in the Owner's liability for payment of deductibles under the Residential Association's policies. Such insurance policy or policies shall name the Residential Association as an additional insured.

3.4.3 Evidence of Coverage. Within 10 days of any written request from the Board, an Owner of a Unit within the View Ridge Neighborhood shall submit to the Residential Association a certificate or certificates evidencing that all insurance coverage which the owner is obligated to provide under the Residential Declaration and this Supplemental Declaration is in effect. In addition, if the Board so requests, each Owner shall file with the Residential Association a copy of the individual policy or policies covering his or her Unit. Each Owner shall promptly notify the Board in writing in the event such policy on the Owner's Unit is canceled.

3.4.4 Failure to Maintain Insurance. In the event that an Owner fails to obtain or maintain any insurance that the Owner is required to obtain under the Residential Declaration or hereunder, the Residential Association may, but shall not be obligated to, obtain such insurance on behalf of the Owner and assess the costs thereof to the Owner and the Owner's Unit as a Specific Assessment pursuant to Section 8.5 of the Residential Declaration.

3.5 Casualty Losses.

3.5.1 In General. Regardless of whether the insurance on a Unit within the View Ridge Neighborhood is obtained by the Residential Association or the Unit's Owner, in the event of a casualty loss, the Residential Association shall be entitled to file a claim against such insurance for the cost of any repair or reconstruction to the Units and improvement thereon which is the Residential Association's responsibility, and the Owner shall pay the amount of any deductible and shall be responsible for any deficiency in the insurance proceeds. The Residential Association shall be entitled to adjust with the insurance provider the amount of any proceeds payable to the Residential Association and the Owner thereunder, based upon the amount necessary to enable the Owner and the Residential Association, each to repair and replace those portions of the Unit and improvements thereon which are their respective responsibilities.

3.5.2 Casualty Insured by Owners. In the event of damage or destruction by fire or other casualty to all or any portion of any improvement within a Unit insured or required to be insured by an Owner, such damage or destruction shall be repaired by the Owner within ninety (90) days, such repairs shall be commenced within such period and shall be diligently prosecuted to completion within a reasonable time thereafter. In the event the Owner refuses or fails to repair or rebuild, the Residential Association may, but shall not be obligated to perform such repair and reconstruction as it determines to be in the best interest of the View Ridge Neighborhood and may assess the cost of such repair and reconstruction as a Specific Assessment against the Unit Owner.

3.5.3 Insufficient Coverage. If an Owner is required to maintain property insurance on his or her Unit within the View Ridge Neighborhood and such insurance is insufficient, the Residential Association shall be relieved of its obligations to maintain, repair and replace damaged or destroyed portions of such owner's Unit, to the extent of such insufficiency. Alternatively, the Residential Association may perform required repairs, whether the responsibility of the Residential Association of the Owner, and assess all costs to the Owner and the Owner's Unit as a Specific Assessment pursuant to Section 8.5 of the Residential Declaration.

3.6 Maintenance Costs. Notwithstanding any contrary provision in the Residential Declaration, the cost of all maintenance, repairs and replacements performed by the Residential Association hereunder (except as otherwise herein), education and training of Residential Association staff or contractors for maintenance of the systems in the View Ridge Neighborhood, replacement reserves, the cost of water and electricity used in connection with the Residential Association's landscaping obligations hereunder, and the cost of any insurance provided by the Residential Association for Units within the View Ridge Neighborhood pursuant to Section 3.4, shall be allocated among all of the View Ridge Neighborhood Units as a Neighborhood Assessment pursuant to Section 5.3 and 8.2 of the Residential Declaration. Further, an individual Unit may be subject to a Specific Assessment where applicable under Section 8.5 of the Residential Declaration.

3.7 Owner's Responsibilities. Except for the maintenance, repair or replacement responsibilities specifically undertaken by the Residential Association or by contracting with a third party pursuant to this Supplemental Declaration, each Owner within the View Ridge Neighborhood shall, at the Owner's sole cost and expense, undertake all other maintenance, repair or replacement relating to each Owner's Unit, including but not limited to the following:

- a. Maintain, repair and replace the Owner's Unit, any portions of the Unit or improvements therein not made subject to the maintenance, repair and replacement by the Association herein, and any private yard areas within the Unit as designated by the Declarant or the Association;
- b. Keep the interior and appurtenances in a clean and sanitary condition, free of rodents and pests, and in good order, condition and repair;
- c. Maintain, repair, restore, clean and wash all windows and glass;
- d. Maintain, repair and replace exterior items of hardware not specifically described in Section 3.1;
- e. Maintain, repair and replace exterior window casements, sashes and frames, if any; window screens; storm windows; and exterior doors including storm doors and screen doors (other than caulking, painting and staining of the same which shall be the responsibility of the Residential Association);
- f. Maintain, repair and replace, as necessary, any front porch or deck installed as part of the original construction of the View Ridge Neighborhood;
- g. Maintain, repair and replace electrical and mechanical doorbells, lights, and knockers;
- h. Maintain, repair and replace skylights (if any);
- i. Maintain, repair or replace any exterior fixtures, plumbing fixtures, air conditioners, fans, vents, pipes, or heating equipment which serves the Owner's unit.
- j. Maintain, repair and replace, as necessary, the side sewer and water lines connecting the Owner's Unit with public sewer and water lines;
- k. Maintain any hard-scape landscaping (such as pavers or patios) within the courtyard of the Owner's Unit, together with any landscaping or plantings within any deck, patio, porch area, or within enclosed rear yard fencing, as well as any landscaping or plantings installed by the Owner;
- l. Maintain any fire lines, fire equipment or fire system which specifically serve the Owner's Unit; and
- m. Contract directly for garbage disposal and recycling services.

3.8 Community-Wide Standard. Owners shall exercise all due care in performing their maintenance obligations and shall be responsible for any damage or liability arising therefrom. In addition, all maintenance within the View Ridge Neighborhood shall be performed in a manner and on a schedule consistent with the Community-Wide Standard.

**ARTICLE 4
ADDITIONAL EASEMENTS APPLICABLE TO
VIEW RIDGE NEIGHBORHOOD**

4.1 Maintenance Easement. The Residential Association shall have a perpetual, non-exclusive easement over the View Ridge Neighborhood for the purpose of performing its maintenance responsibilities hereunder and under the Residential Declaration, which easement may be exercised by the Residential Association, its officers, directors, employees, agents and contractors, and entry upon any Unit of the View Ridge Neighborhood for such purpose shall not be deemed a trespass.

4.2 Cross-Drainage Easement. Each Unit in the View Ridge Neighborhood shall be burdened with a perpetual, non-exclusive easement over that portion of the Unit which is not improved with structures, for the purpose of drainage of storm water runoff from any portion of the Properties; provided, no Person shall alter the natural drainage of storm water from any Unit in the View Ridge Neighborhood once construction of initial improvements has been completed so as to unreasonably increase the drainage of storm water onto adjacent portions of the Properties without the consent of Owner(s) of affected property, the Board and the Declarant as long as it owns any property subject to the Residential Declaration.

4.3 Easement for Irrigation. The Residential Association shall have a perpetual, non-exclusive easement over, under and through all exterior portions of the View Ridge Neighborhood, for the purpose of operating, installing, maintaining, repairing and replacing all irrigation systems and lines serving all or any portion of the View Ridge Neighborhood and/or property adjacent to the View Ridge Neighborhood for which the Owners of the View Ridge Neighborhood would otherwise be responsible under Article 5 of the Residential Declaration.

4.4 Easement for Maintenance of Adjoining Structures. There shall be and is hereby imposed on each Unit an easement for reasonable ingress and egress by or on behalf of the Owner of any adjoining Unit when there is no other reasonable access alternative for the purpose of undertaking necessary repairs, maintenance or replacement of improvements on, to or in connection with such adjoining Owner's Unit and the utilities serving such Unit.

4.5 Internal Easements for Utilities. Certain electrical power wires, natural gas pipelines, cable wires, phone wires, water pipelines and plumbing pipelines which provide services to the Units may be been installed between the floor, ceiling joists and/or in the party walls in accordance with and in observation of building code requirements, but without regard to boundaries or ownership. There shall be and is hereby imposed on each Unit an easement for utility purposes over and across each Unit where such wire, pipe and/or line currently lies in favor of the Units and Tracts served by such wires, pipes and/or lines.

4.6 Other Easements. This Supplemental Declaration, and the easement rights provided herein, shall not limit the easement rights otherwise reserved to Declarant or granted to the Residential Association or any other Person under the Residential Declaration as applied to the View Ridge Neighborhood.

4.7 Entry into Interior of Unit. If the Residential Association or any Owner proposes to enter the interior of a Unit pursuant to the easements set forth in this Article 4, then the party proposing to enter shall (a) provide at least three (3) days' notice to the Owner (except in the event of an emergency), (b) use its reasonable efforts to minimize any interfere or disturbance in the Unit, and (c) repair and indemnify the Unit Owner from any damage caused by the entry of the Residential Association, the entering Unit Owner, and its contractors and agents.

ARTICLE 5 PARTY WALLS

5.1. Party Walls. Foundations, floors, beams, walls and other structural members of improvements that are built as part of the original construction, and are placed upon or straddle the dividing line between adjacent Units and actually support or protect adjacent improvements shall be regarded and treated as party walls. This Article shall govern the maintenance and all other obligations of Owners with respect to party walls.

5.1.1 Cost of Repair. The cost of the repair and maintenance of a party wall shall be borne by the Owners sharing the party wall. If the need for any maintenance or repair work is caused through the willful or negligent act of an Owner or the Owner's family, guests or invitees, the cost of such maintenance or repairs shall be borne by that Owner alone.

5.1.2 Repair; Alternative. Each Owner of a Unit with a party wall shall have the right, at the Owner's sole expense, to drill or cut into or otherwise gain access to, the interior of the party wall for the purpose of maintaining, repairing or restoring it and, upon the prior written consent of the Owner of the adjoining Unit, for the purpose of remodeling or altering the Unit or for other services or amenities subject to an obligation to restore the party wall to the same condition it was in immediately before such act, and to indemnify the Owner of the Unit adjoining the party wall for any damages caused thereby.

5.1.3 Consent of Adjoining Owner. Interior decoration excepted, no Owner of a Unit with a party wall may make any changes to or alterations of the party wall without the prior written consent of the Owner of the Unit adjoining the party wall.

5.2. Encroachments. Appurtenant to each Unit with a party wall located thereon shall be an easement over the adjoining Unit sharing the party wall for the purpose of accommodating any encroachment by buildings or structures on the Unit due to engineering errors, errors in original construction, or the selling or shifting of such buildings or structures. If any structure is partially or totally destroyed and then repaired and rebuilt substantially in accordance with the original plans and specifications, there shall also be appurtenant to the Unit an easement to accommodate minor encroachments by the successor structure from similar causes.

5.3. Default. If the Owner (the "Defaulting Owner") of a Unit fails to perform its obligations under this Article including, without limitation the obligation to pay that Defaulting Owner's share of maintenance, repair or restoration of a party wall, the Owner of the adjoining Unit may perform such action or make such payment. The Defaulting Owner shall promptly reimburse the Owner for all costs and expenses (including attorneys' fees and costs) incurred with interest thereon at twelve percent (12%) per annum until paid and any amounts not so paid shall become a lien on the Unit of the Defaulting Owner in accordance with the provisions of Chapter 60.04 RCW.

ARTICLE 6 AMENDMENT

6.1 By Declarant. Until conveyance of the first Unit within the View Ridge Neighborhood to a Person other than a Builder, Declarant may, subject to the approval rights of Builder, unilaterally amend this Supplemental Declaration for any purpose. Thereafter, Declarant may unilaterally amend this Supplemental Declaration if such amendment is necessary (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation or judicial determination; (b) to enable any reputable title insurance company to issue title insurance on the Units; (c) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Units; or (d) to satisfy the requirements of any local, state or federal governmental agency. However, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent in writing. Further, Declarant (with Builder's consent so long as Builder owns any Units in the View Ridge Neighborhood) may unilaterally amend this Supplemental Declaration so long as any such amendment does not have a material adverse effect on the rights of any Owner hereunder or under the Residential Declaration, and for so long as Declarant can unilaterally amend the Residential Declaration pursuant to Section 19.1 of the Residential Declaration.

6.2 By Owners. Except as otherwise specifically provided above, this Supplemental Declaration may be amended only by the affirmative vote or written consent or any combination thereof, of Owners of 67% or more of the View Ridge Neighborhood and, if the Builder owns any Unit in the View Ridge Neighborhood, the consent of the Builder. In addition, the consent of the Board shall be required.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

6.3 Validity and Effective Date. No amendment may remove, revoke or modify any right or privilege of Declarant without Declarant's written consent (or assignee of such right or privilege).

If an Owner consents to any amendment to this Supplemental Declaration, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Any amendment shall become effected upon Recording, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within one year of its

recording or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provision of this Supplemental Declaration.

IN WITNESS WHEREOF, the Declarant and the Owner of the Property have executed this Supplemental Declaration on the day and year first written above.

DECLARANT:

GRAND-GLACIER LLC,
a Washington limited liability company

By: Port Blakely Communities, Inc.,
a Washington corporation, its
Manager

By: Tad Pease

Name: Tad Pease

Title: Accounting Manager

OWNER:

VIEWRIDGE AT ISSAQUAH HIGHLANDS, L.L.C.
a Washington limited liability company

By: Ben Rutkowski

Name: BEN RUTKOWSKI

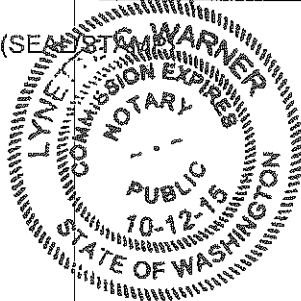
Title: AUTHORIZED REPRESENTATIVE

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Tad Pease
is the person who appeared before me, and said person acknowledged that he signed this instrument, on
oath stated that he was authorized to execute the instrument and acknowledged it as the
Accounting Manager of PORT BLAKELY COMMUNITIES, INC., as Manager of
GRAND-GLACIER LLC, the limited liability company, to be the free and voluntary act of such entity for the
uses and purposes mentioned in the instrument.

DATED: October 25, 201³

(SEAL/STAMP)



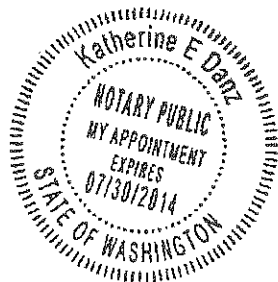
Lynette C Warner
 [Print Name] Lynette C Warner
 NOTARY PUBLIC for the state of Washington
 Residing at Kirkland
 My appointment expires: 10-12-15

STATE OF WASHINGTON)
) ss.
 COUNTY OF KING)

I certify that I know or have satisfactory evidence that Ben Rutkowski is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Authorized Agent of VIEWRIDGE AT ISSAQUAH HIGHLANDS, L.L.C., a Washington limited liability company, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: October 23rd, 201³

(SEAL/STAMP)



Katherine E Danz
 [Print Name] Katherine E. Danz
 NOTARY PUBLIC for the state of Washington
 Residing at Maple Valley
 My appointment expires: 7/30/14

EXHIBIT A
LEGAL DESCRIPTION OF THE VIEW RIDGE NEIGHBORHOOD

Lots 1 through 38, View Ridge at Issaquah Highlands, according to the Plat thereof recorded in Volume 263 of Plats at pages 034 through 040, inclusive, recorded under Recording No. 20130918001835, records of King County, Washington.