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Matt Hanna
Cairncross and Hempelmann, P.S.
524 Second Avenue, Suite 500
Seattle, WA 98104

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KING COUNTY, WA

DOCUMENT TITLE:	Declaration of Covenants, Conditions, Restrictions, and Easements
REFERENCE NUMBER OF RELATED DOCUMENTS:	20050817000522
GRANTOR:	GMP Homes IH LLC, a Washington limited liability company
GRANTEE:	Issaquah Short Subdivision Number FP 05-003IH
ABBREVIATED LEGAL DESCRIPTION:	Portion of SW ¼ of SE ¼ of Section 23, Township 24 North, Range 6 East, W.M.
Additional legal on page 11 of document.	
ASSESSOR'S TAX PARCEL NO.	3630190010; 3630190020; 3630190030; 3630190040

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**DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS**

THIS DECLARATION (the “**Declaration**”) is made and declared as of the date hereinafter set forth by GMP Homes IH LLC, a Washington limited liability company (the “**Declarant**”).

RECITALS

A. Declarant is the owner of certain real property in the City of Issaquah, King County, State of Washington, more particularly described in Exhibit A (the “**Property**”) attached hereto and incorporated herein by this reference. The Property is comprised of four separate fee simple lots (individually a “**Lot**,” and collectively the “**Lots**”). Declarant is constructing a townhome residential dwelling on each of the Lots (individually a “**Townhome**” and collectively the “**Townhomes**”). The short subdivision that created the Lots is recorded in King County as Instrument Number 20050817000522, and is incorporated herein by this reference (the “**Short Plat**”). The Property is also known herein as the “**Community**.”

B. Declarant hereby declares that the Lots shall be held, conveyed, divided, encumbered, hypothecated, leased, rented, used, occupied and improved subject to the following covenants, conditions, restrictions, limitations, reservations, easements, rights, rights-of-way, liens, charges and equitable servitudes, all of which are hereby declared, established, expressed and agreed: (i) to be for the benefit of and protection of the Community, its desirability, value and attractiveness; (ii) to be for the benefit of the Owners and Mortgagees of the Lots; (iii) to run with the land and be binding upon all parties having or acquiring any right, title or interest in the Property or any part thereof; (iv) to inure to the benefit of every portion of the Community and any interest therein; and (v) to inure to the benefit of and be binding upon such successor and assignee in interest of each Owner and of Declarant.

ARTICLE 1

INTERPRETATION

1.1 **Additional Definitions.**

1.1.1 “**IHCA CC&Rs**” shall mean that certain Declaration of Covenants, Conditions and Restrictions for Issaquah Highlands Residential Properties, dated April 28, 1997 and recorded under King County Recording Number 9704281806, and as subsequently amended. This Declaration is subject to and subordinate to the IHCA CC&Rs. In the event of a conflict between this Declaration and the IHCA CC&Rs, the IHCA CC&Rs shall control.

1.1.2 “**Mortgage**” shall mean a recorded mortgage or deed of trust that creates a lien against a Lot and shall also mean a real estate contract for the sale of a Lot, except as provided in Section 3.10.

1.1.3 “**Mortgage Foreclosure**” shall include a deed of trust sale, a deed given in lieu of such foreclosure or sale, and a forfeiture of a real estate contract.

1.1.4 “**Mortgagee**” shall mean the beneficial owner or designee of the beneficial owner of an encumbrance on a Lot created by mortgage or deed of trust and shall also mean the vendor, or assignee of a vendor, of a real estate contract for the sale of a Lot, except as provided in Section 3.10.

1.1.5 “**Owner**” shall mean and refer to the record owner, whether one or more Persons, of fee simple title to any Lot which is a part of the Property, including contract purchasers, but excluding those having such interests merely as security for the performance of an obligation.

1.1.6 “**Persons**” shall include natural persons, separate legal entities including partnerships, corporations, and associations, and personal representatives.

1.2 Percentage of Mortgagees. For purposes of determining the percentage of Mortgagees approving a proposed decision or course of action in cases where a Mortgagee holds Mortgages on more than one Lot, such Mortgagee shall be deemed a separate Mortgagee for each such mortgage held on a Lot improved with a Townhome.

1.3 Original Owner and Unity of Title. Declarant is the original owner of all the Lots and dwellings located thereon. The Declarant will continue to be deemed the owner thereof except as conveyances or documents changing such ownership regarding specifically declared Lots are filed of record. It is the intention that the rights and obligations hereunder shall not terminate by reason of existing or future common ownership of the Lots.

1.4 Captions and Schedules. Captions given to the various articles and sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof. Any schedules or exhibits referred to herein and attached hereto shall be deemed incorporated herein by reference as though fully set forth where such reference is made.

ARTICLE 2

PROPERTY RIGHTS

2.1 Lots. Subject to the provisions of this Declaration, each Owner shall have the right to own, use and enjoy the Lot owned by such Owner.

2.2 Easements.

2.2.1 Right to Use. Subject to the provisions of this Declaration, each Owner shall have the right to use, enjoy and receive the benefit of any easements created hereunder.

2.2.2 Utility Easement. There is hereby created, granted and reserved to each Owner an easement upon, across, over, through and under the Property for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines, meters, and systems including, but not limited to water, sewer, gas, telephone, electricity, television, cable, or communication lines, meters, and systems for those utilities initially installed by the Declarant, or subsequently installed by the Owners. This easement shall benefit each Lot and the providers of all such utilities.

2.2.3 Easement for Encroachments. There is hereby created, granted and reserved to each Owner an easement over all adjoining Lots for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of any building located on any Lot, or any other similar cause, and any encroachment due to building overhang or projection. There shall be valid easements for the maintenance of such encroachment so long as they shall exist, and the rights and obligations of the Owners shall not be altered in any way by such encroachment, settling or shifting; provided, however, in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if such encroachment occurred due to willful act or acts with full knowledge of such Owner or Owners. In the event any building or improvement on a Lot is partially or totally destroyed, and then repaired or rebuilt, the Owners agree that minor encroachments over adjoining Lots shall be permitted, and that there shall be valid easements for the maintenance of such encroachments so long as they shall exist. The foregoing encroachments shall not be construed to be encumbrances affecting the marketability of title to any Lot.

2.2.4 Easement Over Lots. There is hereby created, granted and reserved to each Owner an easement upon, across, over, through and under every other Lot to the extent reasonably necessary to permit such Owner to repair, maintain and improve the improvements on such Owner's Lot, and to permit such Owner to move personal property in and out of the Townhome on such Owner's Lot. Provided, each Owner shall: (i) utilize only such portion of another Lot, and only for such duration as is reasonably necessary to accomplish a permitted purpose and in a manner that will not unnecessarily disturb the peaceful enjoyment of such other Lot by the Owner thereof; (ii) at such Owner's sole expense, repair any damage caused to such other Lot and improvements thereof and restore such other Lot and improvements to as near the original condition as reasonably practicable; and (iii) not enter or in any way disturb the improvements located on any other Lot without the express written consent of such other Lot Owner unless acting pursuant to the right of entry described in Section 7.3 below.

2.3 Party Walls.

2.3.1 General Rules of Law to Apply. Any wall which is built as part of the original construction of the Townhomes upon the Property and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article 2.3, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

2.3.2 Cost of Repair. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the two Owners who make use of that wall.

2.3.3 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owners who have the use of the wall may restore it, and the other Owner who makes use of the wall shall contribute their pro rata portion of the cost of restoration thereof, without prejudice, however, to the right of any such Owners to call for a larger contribution from the other Owners under any rule of law regarding liability for negligent or willful acts or omissions.

2.3.4 Weatherproofing. Notwithstanding any other provisions of this Section 2.3, an Owner who by his or her negligent or willful acts causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

2.3.5 Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Section 2.3 shall be appurtenant to the land and shall pass to such Owner's successors in title.

ARTICLE 3

ARCHITECTURAL CONTROL, USE, AND MAINTENANCE

3.1 Architectural Control. No improvements, alterations, repairs, change of paint colors, excavations, major landscaping, changes in grade or other work which in any way alters any Lot or the exterior of the improvements located thereon, including the Townhome, from its natural or improved state existing on the date this Declaration is recorded, including the height of any improvements located on the Property, shall be made or done without the prior written approval of all the Owners and in compliance with the IHCA CC&Rs and those certain "Architectural Guidelines" promulgated pursuant to the IHCA CC&Rs. In the event the other Owners fail to approve, modify or disapprove in writing an application within sixty (60) days after plans and specifications have been submitted to them for their consideration and approval, approvals shall be deemed granted, provided such application has also been approved in accordance with the IHCA CC&Rs and those certain "Architectural Guidelines" promulgated pursuant to the IHCA CC&Rs.

3.2 Use of Lots. All Lots and improvements located thereon shall be used, improved and devoted exclusively for residential purposes. Home occupations are permissible only to the extent allowed by the Issaquah City Code and those certain "Rules and Regulations" promulgated by the IHCA CC&Rs, as they may be amended; provided, however, that in no event may signs be displayed in connection with any such home occupation.

3.3 Use of Easement Areas. The easement areas shall be used for the purposes for which they are established in accordance with this Declaration and the Short Plat. Each Owner

shall observe the restrictions related to the use of the easement areas as set forth in this Declaration, the Bylaws, the Short Plat and rules and regulations adopted by the Owners, if any.

3.4 Nuisances. No nuisance or offensive activity shall be permitted to exist on or operate upon any Lot or improvement thereon or any portion of the Property.

3.5 Subdivision. No Lot shall be further subdivided or separated into smaller Lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interests therein, shall be conveyed or transferred by an Owner, provided that this shall not prohibit deeds of correction, deeds to resolve boundary disputes, and similar corrective instruments.

3.6 Maintenance of Property.

3.6.1 Each Owner shall, at his or her sole expense, keep all Lots owned by him or her and all improvements thereon including all fixtures, equipment, appliances, heating and ventilating systems, plumbing systems, electrical systems, water heaters, glass, windows, and any appurtenances located thereon or therein, in good order and repair and free of debris, in a manner and with such frequency as is consistent with good property management. In the event an Owner of any Lot in the Property fails to maintain the Lot and improvements situated thereon as provided herein, then the enforcement provisions of the IHCA CC&Rs shall control and shall take effect. All costs related to such correction, repair, maintenance or restoration shall become immediately due and payable from the Owner failing to comply with this subsection 3.6.1.

3.6.2 Each Lot Owner shall maintain, repair, and replace the roof, siding, and other exterior aspects of the Townhome constructed on that Owner's Lot (the "**Maintenance Items**"). When an Owner of a Lot intends to complete such Maintenance Items, written notice shall first be given to any adjoining Owner whose Townhome shares any continuous roofing, siding or other Maintenance Item which is to be maintained, repaired, or replaced. The purpose of such notice is to encourage adjoining Owners to coordinate the completion of any Maintenance Item. The materials used in such Maintenance Items shall be similar in type, quality and color, and the workmanship shall be comparable, to that utilized for the improvements originally constructed by Declarant on the affected Lot. The cost of completing such Maintenance Items on a Lot shall be the sole responsibility of the Lot Owner performing the work; provided, however, that adjoining Owners may agree to share in the cost of any such work on a formula that is mutually agreeable to them. Notwithstanding any of the foregoing, the entire roof for all the Townhomes shall be simultaneously replaced by the Owners every twenty-five (25) years unless otherwise agreed by the adjoining Owners.

3.6.3 Lot Owners shall annually: inspect and repair caulking around all exterior windows, doors, penetrations and siding joints and replace as necessary; clean gutters of debris and inspect downspouts to ensure proper drainage; inspect and repair joint leaks as necessary; clean all debris from roof flashings; inspect roofing material for debris and moss build-up and remove debris and/or moss as necessary; inspect masonry, cultured stone, bricks and stucco for cracks or deterioration and repair any such item immediately; winterize exterior hose bibs and irrigation system, if applicable, to prevent pipes from freezing; inspect condition of perimeter of

Townhomes for proper coverage and performance and repaint as necessary; inspect perimeter of Townhomes to ensure at least six inch (6") clearance between siding and earth and modify as necessary; prune all plantings to at least eighteen inches (18") from the Townhomes.

3.7 Governmental Regulations and Restrictions. Zoning, building, environmental and other governmental rules, regulations, ordinances and laws applicable to the Property, including prohibitions on certain uses of the Lots for any activity except residential activity, shall be observed by all Owners, their agents, guests, invitees, licensees, contractors and any other third party that enters upon the Property. In the event of any conflict between any provision of such governmental rules, regulations, ordinances and laws and the restrictions of this Declaration, the more restrictive provisions shall apply.

3.8 Property Value. An Owner shall not do or permit anything to be done on the Property, including that Owner's Lot, that could be reasonably calculated to decrease the market value of any part of the Property without the prior written consent of the other Owners.

ARTICLE 4

INSURANCE

4.1 Insurance Coverage. The Issaquah Highlands Community Association, on behalf of the Owners, shall, subject to change by the unanimous written consent of the Owners, maintain at all times as a shared Owner expense, a blanket insurance policy or policies and bonds written by companies licensed to do business in Washington providing:

4.1.1 Property insurance for the Property with premiums being paid as a common expense of all Owners in equal portions by each Owner, protecting against fire and all other hazards normally covered by standard extended coverage endorsements and all other perils customarily covered for property similar to the Community, including those covered by the standard Special Form policy and flood insurance, if available and required by the Owners' Mortgagees. All such insurance shall be in the amount of 100% of the current replacement cost of the improvements constructed on the Property, including improvements located on the Lots. There shall be a maximum deductible of \$10,000 or 1% of the face amount of the policy. The Owners shall be named as the insured as trustee for the benefit of the Owners and Mortgagees, as their interests appear.

4.1.2 Third party liability insurance with a combined single limit of \$2,000,000 insuring the Owners against any liability to the public or to the Owners and their guests, invitees, licensees, or tenants, incident to the ownership or use of the Property.

4.1.3 Such other insurance as the Owners deems advisable.

4.2 Payment and Endorsements. Funds to cover the costs of insurance to be maintained by the Owners shall be advanced annually by the Owners to the Issaquah Highlands Community Association or to the insurance company providing such coverage, as the case may

be. The policies of insurance shall include endorsements as required by any Mortgagee of the Property or, if applicable, by the Federal National Mortgage Association, the Governmental National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Authority, and the Veterans Administration ("**Secondary Market Agencies**"), and all such insurance shall be continuously in effect.

4.3 Reconstruction. In the event of damage or destruction by fire or other casualty of any Lot or Lots or improvements thereon, the Owner or Owners thereof shall, upon receipt of the insurance proceeds, repair or rebuild such damage or destroyed portions of the Lot or Lots and improvements in a good workmanlike manner substantially the same as the original plans and specifications of such Lot or Lots and improvements. If the affected Owner refuses or fails to so repair or rebuild within thirty (30) days, the other Owners may perform such repair and rebuilding. The affected Owner must then promptly reimburse the other Owners for the amount actually expended for such repairs or reconstruction, and the other Owners shall have a lien securing such payment.

ARTICLE 5

MORTGAGEE PROTECTION

5.1 Abandonment of Declaration. The Owners shall not, without consent of all first Mortgagees of record of the Lots, seek by act or omission to abandon this Declaration or cause any Lot to be removed from the provisions hereof.

5.2 Partitions and Subdivisions. The Owners shall not combine or subdivide any Lot or accept any proposal to do so without the prior approval of all first Mortgagees of record of the Lots.

5.3 Effect of Declaration Amendments. No amendment to this Declaration shall be effective to modify, change, limit or alter the rights expressly conferred upon Mortgagees in this instrument with respect to any unsatisfied Mortgage duly recorded unless the amendment shall be consented to in writing by the holder of such Mortgage. Any provisions of this Declaration conferring rights upon Mortgagees which are inconsistent with any other provisions of such Declaration shall control over such inconsistent provisions.

ARTICLE 6

COMPLIANCE WITH DECLARATION

6.1 Enforcement. Each Owner shall comply strictly with the provisions of this Declaration and with all decisions adopted pursuant to this Declaration. Failure to comply shall be grounds for an action to recover sums due for damages, or injunctive relief, or both, maintainable by any other Owner.

6.2 No Waiver of Strict Performance. The failure of the Owners in any one or more instances to insist upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option contained herein, or to serve any notice or institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. No waiver an Owner of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Owners.

6.3 Right of Entry. Violation of any of the provisions, conditions, restrictions, covenants, reservations or easements contained herein shall give to the Declarant, its successors, or the other Owners, as the case may be, the right to enter upon the Lot as to which such violation exists and to abate and remove, at the expense of the Owner thereof as the case may be, any erection, thing or condition that may be or exist thereon contrary to the intent of the provisions hereof. Such entry shall be made only after three (3) days' written notice to such Owner, unless, in the case of a Lot only, it is an emergency, and with as little inconvenience to the Owner as possible, and any damages caused thereby shall be repaired by the other Owners except to the extent it is the fault of such Owner. Such entering Owner shall not thereby be deemed guilty of any manner or trespass by such entry, abatement or removal.

ARTICLE 7

TERM OF DECLARATION - COMPLIANCE WITH RULE AGAINST PERPETUITIES AND RESTRAINTS OF ALIENATION

The covenants contained herein shall run with the land and shall be binding upon all parties and all persons claiming under them until 2050 after which time the Declaration shall be automatically extended for successive periods of ten (10) years each, unless an instrument shall be recorded, canceling or terminating this Declaration.

ARTICLE 8

AMENDMENT OF DECLARATION

Amendments to this Declaration shall be made by an instrument in writing entitled "Amendment to Declaration" which sets forth the entire amendment. Except as otherwise specifically provided for in this Declaration, any proposed amendment must be approved in writing by a majority of Owners. Amendments once properly adopted shall be effective upon recording.

ARTICLE 9

MISCELLANEOUS

9.1 Remedies Cumulative. The remedies provided herein are cumulative, and may be pursued concurrently, as well as any other remedies which may be available under law although not expressed herein.

9.2 Successors and Assigns. This Declaration shall be binding upon and shall inure to the benefit the heirs, personal representatives, grantees, lessees, sublessees and assignees of the Owners.

9.3 Priority of Mortgage. This Declaration shall not initially be binding upon any Mortgagee of record for the Property at the time of recording of such Declaration but rather shall be subject and subordinate to such Mortgage.

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

9.5 Arbitration and Dispute Resolution. Any disagreement between or among any Owners, including Declarant, with respect to the construction of the Townhomes, or the interpretation or application of this Declaration or the obligations arising thereunder shall be determined by arbitration. Such arbitration shall be conducted, upon request of any Owner that desires arbitration, before a single arbitrator agreeable to the parties, designated by the American Arbitration Association and in accordance with the rules of such Association. The arbitrator designated and acting under this Declaration shall make his or her decision in strict conformity with such rules and shall have no power to depart from or change any of the provisions thereof. In accordance with such rules, the arbitrator shall determine the controversy in accordance with the laws of the state of Washington as applied to the facts. The expense of arbitration proceedings conducted hereunder shall be borne equally by the parties to such arbitration. All arbitration proceedings hereunder shall be conducted in the City of Issaquah, Washington, unless otherwise agreed to by the parties thereto. Judgment upon the award may be entered in any court having jurisdiction thereof. Furthermore, CHAPTER 64.50 RCW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST THE SELLER OR BUILDER OF YOUR HOME. FORTY-FIVE DAYS BEFORE YOU FILE YOUR LAWSUIT, YOU MUST DELIVER TO THE SELLER OR BUILDER A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE YOUR SELLER OR BUILDER THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE BUILDER OR SELLER. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT.

DATED this 17th day of August, 2007.

DECLARANT:

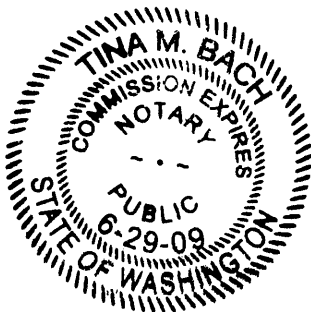
GMP Homes IH, a Washington limited liability company

By: [Signature]
Greg Prendergast, Manager

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Greg Prendergast 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 Manager of GMP Homes IH LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: August 17th, 2007.



[Signature]
Print Name: TINA M BACH
NOTARY PUBLIC in and for the State of
Washington, residing at Woodinville, WA
My Appointment expires: 6/29/09

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOTS 1 – 4, FINAL PLAT OF ISSAQUAH HIGHLANDS DIVISION 28, RECORDED
IN VOLUME 229 OF PLATS, PAGES 90 – 93, INCLUSIVE, RECORDS OF KING
COUNTY, WASHINGTON.