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Port Blakely Communities
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1011 NE High Street, Suite 200
Issaquah, WA 98029



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**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR ISSAQUAH HIGHLANDS RESIDENTIAL PROPERTY
(Sunset Walk Neighborhood)**

1ST AM

NCI-WFEA 1211 - CM-3439

Grantor(s):	1) <u>GRAND — GLACIER LLC</u>
	2) <u>CENTEX HOMES</u>
Grantee(s):	1) <u>ISSAQUAH HIGHLANDS PLAT</u>
	2) <u>THE PUBLIC</u>
Legal Description (abbreviated):	<u>Plat of Sunset Walk at Issaquah Highlands, Rec. No. 20110913001411</u>
<input checked="" type="checkbox"/> Complete legal on <u>EXHIBIT A.</u>	
Assessor's Tax Parcel Identification Nos.:	<u>362978-0140-03 and 363040-0020-00</u>
Reference Nos. of Documents Released or Assigned:	<u>9704281806; 20110701000804</u>

THIS SUPPLEMENTAL DECLARATION is dated for reference purposes November 15, 2011, with regard to certain property within the Issaquah Highlands Residential Properties referred to herein as the Sunset Walk Neighborhood. This Supplemental Declaration is made pursuant to that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Issaquah Highlands Residential Properties effective July 1, 2011, and recorded under King County Recording No. 20110701000804, and as it may be subsequently amended (as so amended, the "Residential Declaration").

RECITALS

A. Pursuant to the terms of Section 6.4 and Section 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 on EXHIBIT A of this Supplemental Declaration ("Sunset Walk 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 as stated herein.

C. Centex Homes, a Nevada general partnership, is the owner and developer ("Builder") of the Sunset Walk Neighborhood and desires Declarant to impose upon the Sunset Walk 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 of 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 on the attached EXHIBIT A is hereby designated as the "Sunset Walk Neighborhood." As required by Section 6.5 of the Bylaws, a Neighborhood Committee shall be established for the Sunset Walk Neighborhood by election of the Owners or alternatively by appointment by the Board of Directors of the Residential Association ("Board").

ARTICLE 3.
ADDITIONAL COVENANTS APPLICABLE TO
SUNSET WALK NEIGHBORHOOD

3.1. Residential Association 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 Sunset Walk Neighborhood, the following after the requirements of Section 3.3 are met:

3.1.1. Neighborhood Lawns and Landscaping. Maintenance, including, mowing, fertilizing, watering, pruning, and replacing of, and controlling disease and insects on, as needed, all lawns and landscaping (but not hard-scape landscaping within Unit courtyards, such as pavers or patios) installed within, and as part of the initial construction of, the Sunset Walk Neighborhood, and replacements thereof.

3.1.2. Adjacent Property Lawns and Landscaping. Maintenance, including, mowing, fertilizing, watering, pruning and replacing of, and controlling disease and insects on, as needed, all lawns and landscaping of any property adjacent to the Sunset Walk Neighborhood for which the Owners of the Sunset Walk Neighborhood would otherwise be responsible pursuant the first paragraph of Section 5.3 of the Residential Declaration.

3.1.3. Builder-Constructed Improvements. The following maintenance of improvements erected or installed by Builder as part of the original construction of the Sunset Walk Neighborhood, and replacements thereof (but excluding any replacements needed due to defects in the original construction of the Sunset Walk Neighborhood 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;
- (b) painting (including staining) of all exterior painted portions of the improvements, including any garage, garage door, exterior doors, shutters, fascia on

the improvements, and any fence or wall erected by Builder within the Sunset Walk Neighborhood, or replacements thereof ("Neighborhood Fences");

- (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 the improvements, including the roofs of any porches built as part of the original construction of the improvements or replacements thereof;
- (e) cleaning, repair and replacement of gutters and downspouts;
- (f) pressure cleaning, repair, and replacement of driveways and sidewalks;
- (g) Storm drain cleaning; and
- (h) Exterior dryer vent cleaning.

3.1.4. Neighborhood Fences. Repair and replacement, as necessary, of any Neighborhood Fences which shall be deemed to include any exterior walls adjoining patio or other exterior areas within the Neighborhood.

3.1.5. Irrigation System. Operation, maintenance, repair and replacement, as necessary, of any irrigation equipment (including, without limitation, any sprinklers, pumps, wells, water lines and time clocks, wherever located) serving the Sunset Walk Neighborhood and property adjacent to the Sunset Walk Neighborhood for which the Owners of the Sunset Walk 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 Sunset Walk Neighborhood.

3.1.6. Termite/Pest Control. Termite or other pest 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.

3.1.7. Fire Systems. Maintenance, repair, replacement and monitoring of common fire alarm systems serving the Sunset Walk Neighborhood Units.

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 3.8 below, nor for any chimney, fireplace, window, door or garage door (other than painting or caulking under Sections 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 Sunset Walk Neighborhood after the conveyance of the Unit to the first Owner following completion of the initial improvements thereon. Absent any indication to 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 the landscaping shall be deemed to be consistent with the applicable Administrative Site Development Plan approved by the City of Issaquah.

3.2.2. Owner Responsibilities. Maintenance of all other portions of the Sunset Walk Neighborhood, including any landscaping or improvements installed by the Owners or occupants of any Unit within the Sunset Walk Neighborhood, shall be the responsibility of the respective Owners, as provided in Section 5.2 of the Residential Declaration and Section 3.8 below.

3.2.3. Commencement of Residential Association Maintenance. The Residential Association's maintenance responsibilities under Section 3.1 shall not commence with respect to a particular Unit within the Sunset Walk Neighborhood until the requirements 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 Sunset Walk 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 Section 3.1.5 and the fire system described in Section 3.1.7 together with any other maintenance obligations 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 the 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 under the preceding sentence shall, upon written notice to the Owners by the Neighborhood Committee or the Board, be the individual responsibility of each Owner with respect to the Owner's Unit. Notwithstanding the Residential Association's discontinuance of maintenance under this Section, the Residential Association retains the authority for and shall continue to provide financial and management oversight to the Sunset Walk 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 Sunset Walk Neighborhood, Builder shall not convey any such Unit until:

3.3.1. Completion of Construction. Completion of construction of the dwelling and all related improvements within the Unit.

3.3.2. Occupancy Approval. Issuance of a certificate or other approval of occupancy for such dwelling and related improvements by the City of Issaquah.

3.3.3. Limited Warranty. 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 responsibility under Section 3.1 to be free from defects in materials and/or workmanship for a period of one 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 Sunset Walk 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 Sunset Walk 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 Owner's 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. Each Owner of a Unit within the Sunset Walk Neighborhood shall submit to the Residential Association, with the first payment of the annual Base Assessment for such Unit and within ten (10) days of any written request from the Board, 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 Sunset Walk 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 Unit and improvements thereon which is the Residential Association's responsibility, and the Owner shall pay the amount of any deductible attributable to the Owner's Unit 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 after such damage or destruction or, where repairs cannot reasonably be completed 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 so 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 interests of the Sunset Walk Neighborhood and may assess the cost of such repair and reconstruction as a Specific Assessment.

3.5.3. Insufficient Coverage. If an Owner is required to maintain property insurance on his or her Unit within the Sunset Walk 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 or 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), 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 Sunset Walk Neighborhood pursuant to Section 3.4, shall be allocated among all of the Sunset Walk Neighborhood Units as a Neighborhood Assessment pursuant to Sections 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. 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 Sunset Walk Neighborhood shall be performed in a manner and on a schedule consistent with the Community-Wide Standard.

3.8. Owner's Responsibilities. Except for the maintenance, repair or replacement responsibilities specifically undertaken by the Residential Association pursuant to this Supplemental Declaration, each Owner within the Sunset Walk 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, replace, 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 Sunset Walk 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 plumbing fixtures, water heaters, air conditioners, fans or heating equipment (including exterior vents or pipes) which serve 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) Contract directly for garbage disposal and recycling services; and
- (l) 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 or porch area, as well as any landscaping or plantings installed by the Owner.

ARTICLE 4.
ADDITIONAL EASEMENT APPLICABLE TO
SUNSET WALK NEIGHBORHOOD

4.1. Maintenance Easement. The Residential Association shall have a perpetual, non-exclusive easement over the Sunset Walk 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 in the Sunset Walk Neighborhood for such purpose shall not be deemed a trespass.

4.2. Cross-Drainage Easement. Each Unit in the Sunset Walk 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 stormwater runoff from any portion of the Properties; provided, no Person shall alter the natural drainage of stormwater from any Unit in the Sunset Walk Neighborhood once construction of initial improvements has been completed so as to unreasonably increase the drainage of stormwater 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 Equipment. The Residential Association shall have a perpetual, non-exclusive easement over, under and through all exterior portions of the Sunset Walk Neighborhood, except any area upon which buildings have been erected, for the purpose of installing, maintaining, repairing, replacing and operating all irrigation equipment, systems and lines serving all or any portion of the Sunset Walk Neighborhood and/or property adjacent to the Sunset Walk Neighborhood for which the Owners of the Sunset Walk Neighborhood would otherwise be responsible under Article 5 of the Residential Declaration.

4.4. Easements 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 repair, maintenance or replacement of improvements on, to or in connection with such adjoining Owner's Unit.

4.5. Easement for Fire Alarm Systems. There shall be and is hereby imposed on each Unit an easement for the installation, repair, maintenance, and replacement by the Residential Association of any common fire alarm system, fire sprinkler system or security system serving the Units of the Sunset Walk Neighborhood or any portion thereof. It shall be expressly permissible for the Residential Association to install, repair, replace and maintain, or to authorize the installation, repair, replacement and maintenance, of such wires, conduits, and cable or other equipment relating to the providing of such services.

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 Sunset Walk 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 settling 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 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. COVENANT AND RESTRICTIONS APPLICABLE TO SUNSET WALK NEIGHBORHOOD

6.1. Sight Distance Restrictions. Owners shall at all times comply with any applicable sight distance restriction requirements imposed by the City of Issaquah.

6.2. Window Treatment. No aluminum foil, reflective film, newspaper or similar treatment shall be placed on windows or glass doors within the Sunset Walk Neighborhood.

6.3. Mailboxes. Mailboxes serving Sunset Walk Neighborhood shall be erected by Builder at locations determined by the U.S. Postal Service in accordance with the current postal authority standards. Thereafter, mailboxes shall be maintained by the Residential Association in accordance with the requirements of the U.S. Postal Service.

6.4. Prohibited Plants. Owners shall be prohibited from planting noxious or invasive plants on the Owner's Unit, including but not limited to, the following species of plants: (i) *Cystisus scoparius*, commonly known as Scotch broom; (ii) *Hedera helix*, commonly known as English ivy; (iii) *Lythrum salicaria*, commonly known as purple loosestrife; (iv) *Phalaris arundinacea*, commonly known as reed canary grass; (v) *Rubus discolor*, commonly known as Himalayan blackberry; and (vi) Japanese knotweed.

6.5. Structural Integrity of Building Structures. No Owner of a Unit shall alter, tamper, modify, or affect the structural elements of any building structure necessary for lateral stability, including, without limitation, horizontal or vertical strapping, foundation tie downs, and plywood sheathing, without (i) the prior analysis and approval of a structural engineer registered and licensed in the State of Washington, (ii) the prior

written approval by the ARC of plans and specifications prepared by the Owner or Owner's professional, and (iii) a permit issued by the City of Issaquah.

6.6. Pea Patches. Builder intends to establish one or more pea patches within the Sunset Walk Neighborhood. The Owners of Units within the Neighborhood may maintain individual garden plots within any such pea patch. The assignment of the individual garden plots and the overall use and administration of any such pea patch shall be subject to rules and restrictions established by the Residential Association.

ARTICLE 7. RIGHTS RESERVED TO BUILDER

7.1. Marketing and Sales Activities. So long as Builder owns any property subject to this Supplemental Declaration, Builder may maintain and carry on such facilities and activities within the Sunset Walk Neighborhood as may be reasonably required, convenient or incidental to the construction or sale of Units including, but not limited to, construction offices, signs, model homes, and sales offices. Builder shall have such easements for access and use of such facilities as may be reasonably required.

7.2. Construction Activities. This Supplemental Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction or remodeling of, or making of additions to, improvements by Builder within the Sunset Walk Neighborhood. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Supplemental Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with diligence and conforms to usual construction practices in the area and any rules or Architectural Guidelines promulgated by the ARC or the City of Issaquah.

7.3. Neighborhood Identification Signs. Signs and monumentation may be erected by Builder (subject to any ARC approval required) or the Residential Association to identify the Sunset Walk Neighborhood, with approval of the City of Issaquah, if applicable. Maintenance of any such Neighborhood signage and monumentation shall be the responsibility of the Association and the costs thereof shall be a Neighborhood Expense.

7.4. Right to Develop. Builder and its employees, agents and designees shall have a right of access and use and an easement over and upon all of the Sunset Walk Neighborhood for the purpose of making, constructing and installing improvements to the real property which is subject to this Supplemental Declaration.

7.5. Rights to Transfer Builder's Rights. Any or all of the special rights and obligations of Builder set forth in this Supplemental Declaration may be transferred in whole or in part to other Persons; provided, the transfer shall not reduce any obligation

nor enlarge any right beyond that which Builder has under this Supplemental Declaration. No such transfer or assignment shall be effective unless it is in a written instrument signed by Builder and recorded in the Public Records.

ARTICLE 8. AMENDMENT

8.1. By Declarant. Until conveyance of the first Unit within Sunset Walk Neighborhood to a Person other than 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 coverage 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 Unit in the Sunset Walk Neighborhood) may unilaterally amend this Supplemental Declaration so long as any such amendment does not have a material adverse effect on the right of any Owner, so long as Declarant can unilaterally amend the Residential Declaration pursuant to Section 19.1 of the Declaration.

8.2. 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% of the Sunset Walk Neighborhood and, so long as Builder owns any Unit in the Sunset Walk Neighborhood, the consent of 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.

8.3. Validity and Effective Date. No amendment may remove, revoke, or modify any right or privilege of Declarant without Declarant's written consent (or the 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 effective 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 recordation 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 provisions of this Supplemental Declaration.

IN WITNESS WHEREOF, the Declarant has executed this Supplemental Declaration on the day and year first written above.

DECLARANT:

GRAND-GLACIER LLC,
a Washington limited liability company

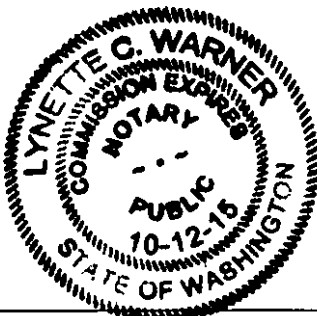
By: Port Blakely Communities, Inc.,
a Washington corporation
Its Manager

By Tim Diller
Name Tim Diller
Title Vice President Asset Management

STATE OF WASHINGTON }
COUNTY OF KING } ss.

On this day personally appeared before me Tim Diller,
to me known to be the V.P. Asset Management for Port Blakely Communities, Inc., a
Washington corporation and Manager of **GRAND-GLACIER LLC**, the Washington
limited liability company that executed the foregoing instrument, and acknowledged such
instrument to be the free and voluntary act and deed of such limited liability company, for
the uses and purposes therein mentioned, and on oath stated that [s/he] was duly
authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 1st day of December, 2011.



Lynette C Warner
Printed Name Lynette C Warner
NOTARY PUBLIC in and for the State of Washington,
residing at Kirkland
My Commission Expires 10-12-15

ACKNOWLEDGED AND APPROVED by the
owner of the Property described herein:

CENTEX HOMES,
a Nevada general partnership

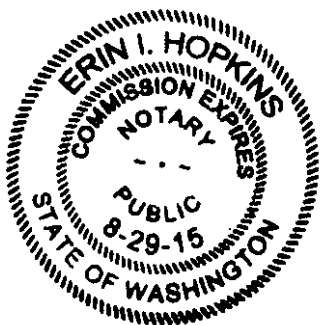
By: Centex Real Estate Corporation,
a Nevada corporation
Its Managing Partner

By [Signature]
Name Todd Levitt
Title Director of Land Development

STATE OF WASHINGTON }
COUNTY OF KING } ss.

On this day personally appeared before me Todd Levitt,
to me known to be the Director of Land Development of Centex Real Estate Corporation, a
Nevada corporation and Managing Partner of **CENTEX HOMES**, the Nevada general
partnership that executed the foregoing instrument and acknowledged such instrument to
be the free and voluntary act and deed of such general partnership, for the uses and
purposes therein mentioned, and on oath stated that [s/he] was duly authorized to execute
such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 16th day of November, 2011.



[Signature]
Printed Name Erin I. Hopkins
NOTARY PUBLIC in and for the State of Washington,
residing at Lake Forest Park
My Commission Expires 8/29/15

EXHIBIT A

SUNSET WALK LEGAL DESCRIPTION

THE PLAT OF SUNSET WALK AT ISSAQUAH HIGHLANDS,
VOLUME 257 OF PLATS, PAGES 97-103, RECORDED
SEPTEMBER 13, 2011 UNDER RECORDING NO. 20110913001411,
IN KING COUNTY, WASHINGTON.