

AFTER RECORDING RETURN TO:
LINDA GULICK
CAMWEST DEVELOPMENT, INC
9720 N.E. 120TH PLACE, SUITE 100
KIRKLAND, WA 98034

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KING COUNTY, WA

**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR ISSAQUAH HIGHLANDS RESIDENTIAL PROPERTY
(West Highlands Park Neighborhood)**

Grantor(s):
1. Grand – Glacier LLC
2. Bennett CamWest LLC
3. CamWest Highlands LLC

Grantee(s):
1. Issaquah Highlands Plat
2. The Public

Abbreviated Legal Description:

Tax Parcel No(s):

Documents Modified: N/A

THIS SUPPLEMENTAL DECLARATION is dated for reference purposes February 14, 2008, with regard to certain property within the Issaquah Highlands Residential Properties referred to herein as the "West Highlands Park Neighborhood" or the "Property". This Supplemental Declaration is made pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Issaquah Highlands Residential Properties, dated April 28, 1997 and recorded under King County Recording No. 9704281806, and as subsequently amended (as so amended, the "Residential Declaration")

RECITALS

A. Pursuant to the terms of Sections 6.4 and 9.3 of the Residential Declaration, Grand-Glacier LLC, a Washington limited liability company (the "Declarant") may, with the consent of CamWest Bennett LLC, a Washington limited liability company and CamWest Highlands LLC, a Washington limited liability company (collectively, the "Owner") 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 (the "West Highlands Park Neighborhood") is subject to the Residential Declaration, as described on Exhibit A of the Residential Declaration.

C. Bennett CamWest LLC, a Washington limited liability company, and CamWest Highlands, LLC, a Washington limited liability company are the owners and developers ("Builder") of the West Highlands Park Neighborhood and desire Declarant to impose upon the West Highlands Park Neighborhood additional covenants and easements as set forth herein.

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Residential Declaration, and with the consent of the Builder as evidenced by its signature on this Supplemental Declaration, the Declarant hereby subjects the real property described on **EXHIBIT A** hereof (the "Property") to the provisions of this Supplemental Declaration, which shall apply to the Property in addition to the provisions of the Residential Declaration. The 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 every portion of the Property and shall be binding upon all persons having any right, title, or any interest in any portion of the 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.

ARTICLE 1 GOVERNING DOCUMENTS

1.1 Definitions of Terms From The Residential Declaration. This Supplemental Declaration operates with and is controlled by the Residential Declaration. Therefore, the definitions set forth in Article II of the Residential Declaration are incorporated herein by reference and any capitalized terms used in this Supplemental Declaration that are not otherwise defined herein shall have the meanings given in Article II of the Residential Declaration. The following terms are defined in Article II of the Residential Declaration. For convenience, the definitions are set forth here as well:

"Area of Common Responsibility" means the Residential Common Area, together with such other areas, if any, for which the Residential Association has or assumes responsibility pursuant to the terms of this declaration, any Supplemental Declaration or other applicable covenants, contracts or agreements.

"Base Assessment" means assessments levied on all Units subject to assessment under Article VIII to fund Common Expenses for the general benefit of all Units, as determined in accordance with Section 8.1.

"Common Expense" means the actual and estimated expenses incurred, or anticipated to be incurred by the Residential Association for the general benefit of all Owners, including any

reasonable reserve, as the Board may find necessary and appropriate pursuant the Governing Documents. Common Expenses shall not include any expenses incurred during the Class "B" Control Period for initial development or other original construction costs unless approved by Voting Members representing a majority of the total Class "A" vote of the Residential Association.

"Community-Wide Standard" means the standard of conduct, maintenance, or other activity generally prevailing throughout the Residential Properties at any time. Such standard may contain both subjective and objective elements. Subjective elements of the Community-Wide Standard initially are determined by Declarant and shall provide the basis for the objective elements. Objective elements of the Community-Wide Standard shall be established initially by Declarant any may be more specifically defined in the Architectural Standards, the Use Restrictions and Rules, and in Board resolutions.

The Community-Wide Standard may evolve as development progresses and as needs and demands change in response to, among other things, shifting demographics, advances in technology, and environmental pressures.

"Neighborhood" means a group of Units designated as a separate Neighborhood for purposes of sharing Exclusive Common Areas or receiving other benefits or services from the Residential Association which are not provided to all Units within the Residential Properties, or for the purpose of electing Voting Members as provided in Section 6.4. A Neighborhood may be comprised of more than one housing type and may include noncontiguous parcels of property. If the Residential Association provides benefits or services to less than all Units within a particular Neighborhood, then the benefited Units shall constitute a sub-Neighborhood for purposes of determining and levying Neighborhood Assessments for such benefits or services.

"Neighborhood Assessments" means assessments levied against the Units in particular Neighborhood or Neighborhoods to fund Neighborhood Expenses, as described in Section 8.2

"Neighborhood Expenses" means actual and estimated expenses which the Residential Association incurs or expects to incur for the benefit of Owners of Units within a particular Neighborhood or Neighborhoods, which may include a reasonable reserve for capital repairs and replacements and a reasonable administrative charge, as may specifically be authorized pursuant to this Declaration or in the Supplemental Declaration(s) applicable to such Neighborhood(s).

"Owners" means one or more Persons who hold record title to any Unit, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Unit is sold under a recorded contract of sale, and the contract specifically so provides, the purchaser (rather than the fee owner) will be considered the Owner.

"Property" means the real property described on **Exhibit A** of this Supplemental Declaration.

"Residential Association" means Issaquah Highland Community Association, a Washington nonprofit corporation, its successors or assigns.

"Residential Common Area" means all real and personal property, including easements, in which the Residential Association owns, leases or otherwise hold possessory or use rights for

the common use and enjoyment of the Owners. The term shall include the Exclusive Common Area.

"Residential Declaration" means the Declaration of Covenants, Conditions and Restrictions for Issaquah Highlands Residential Properties, dated April 28, 1997, and recorded under King County Recording No. 9704281806, as subsequently amended.

"Unit" means a portion of the Residential Properties, whether improved or unimproved, which may be independently owned and is intended for development, use and occupancy as an attached or detached residence for a single family. The term shall refer to land, if any, which is part of the Unit as well as any improvements thereon. In the case of a building within a condominium or other structure containing multiple dwellings, each dwelling shall be deemed to be a separate Unit. In the case of a single lot which contains a primary residence, as well as a carriage house or similar accessory structure, all structures upon the lot, together, shall be deemed a single Unit.

In the case of a parcel of vacant land or land on which improvements are under construction, the parcel shall be deemed to be a single Unit until such time as a subdivision plat or condominium plat is filed of record on all or a portion of the parcel. Thereafter, the portion encompassed by such plat shall contain the number of Units determined as set forth in the preceding paragraph and any portion not encompassed by such plat shall continue to be treated in accordance with this paragraph.

1.2 Definitions of Additional Terms. The following terms are not defined in the Residential Declaration. These terms shall be defined as set forth below.

"Plat" means the Final Plat of West Highlands Park", which is described in EXHIBIT A of this Supplemental Declaration.

1.3 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 AND UNIT DESIGNATIONS

2.1 Neighborhood. Pursuant to Section 6.4(a) and Section 9.1(a) of the Residential Declaration, the Property is hereby designated as a Neighborhood to be known as the "West Highlands Park Neighborhood". This Supplemental Declaration does not create any Neighborhood Association as that term is defined in Section 2.23 ("Creating a Supplemental Association") of the Residential Declaration. Instead, this Supplemental Declaration obligates the Residential Association to assume certain obligations towards the West Highlands Park Neighborhood as described herein and authorizes the Residential Association to impose Neighborhood Assessments on the Units in the Neighborhood.

2.2 Unit Descriptions. Each Unit within the West Highlands Park Neighborhood, is hereby designated as either an "Attached Unit," or a "Detached Unit". EXHIBIT B of this Supplemental Declaration sets forth the applicable designation of each Unit. Pursuant to Section

8 2 of the Residential Declaration, the Residential Association has the authority to assess certain portions of the Neighborhood Assessments for maintenance and insurance to each class of Units, as set forth herein.

ARTICLE 3
ADDITIONAL COVENANTS APPLICABLE TO
WEST HIGHLANDS PARK NEIGHBORHOOD

3.1 Maintenance Responsibilities of the Residential Association. 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 West Highlands Park Neighborhood, the following services. The costs of such services will be assessed as set forth in Section 3.9 of this Supplemental Declaration

3.1.1 Landscaping

3.1.1.1 maintenance, including, mowing, fertilizing, watering, pruning, and replacing of, and controlling disease and insects on, as needed, all lawns and landscaping installed as part of the initial construction of the West Highlands Park Neighborhood, and replacements thereof. The Residential Association shall not, however, be responsible for landscaping within any portion of a Unit that is fenced or gated. The landscaping in those areas shall be the responsibility of the Owners of those Units pursuant to Section 5.2 of the Residential Declaration;

3.1.1.2 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 West Highlands Park Neighborhood for which the Owners of the West Highlands Park Neighborhood would otherwise be responsible pursuant to the second paragraph of Section 5.3 of the Residential Declaration. (For example, off-site entry monuments)

3.1.1.3 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 West Highlands Park Neighborhood and property adjacent to the West Highlands Park Neighborhood for which the Owners of the West Highlands Park Neighborhood would otherwise be responsible pursuant to the second paragraph of Section 5.3 of 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 West Highlands Park Neighborhood and shall have no such responsibility for any

such equipment within any portion of a Unit that is fenced or gated.

- 3.1.2 Street Lighting** Maintenance, repair, replacement and operation of all street lighting installed in or for (i) all public rights of way, (ii) all Tracts except Tracts O and P and (iii) the pedestrian easement across Units 139-142, 151-154, and 182-185. The Builder has not installed any street lighting in Tracts F or Q, N.E. Eaton Lane, N.E. Darby Lane, 3rd Court N.E., 3rd Place N.E., the alley connecting N.E. Eagle Way and N. E. Eaton Lane, or in any Woonerf (except Tract C- 5th Place N.E.).
- 3.1.3 Hard Surfaces.** Maintenance, repair and replacement of all roads, alleys, driveways, sidewalks, trails, curbs, plazas and related hard surfaces within (i) all Tracts in the West Highlands Park Neighborhood, and (ii) the public and private access and utility easements described in Easement Provisions 3 and 42 through 65, inclusive, of the Plat.
- 3.1.4 Attached Unit Exteriors.** For the Attached Units, but not the Detached Units, the following maintenance of improvements erected or installed by a Builder as part of the original construction of the West Highlands Park Neighborhood, and approved replacements or modifications thereof:
- 3.1.4.1 the exterior façade of the improvements within such Units;
 - 3.1.4.2 caulking and painting (including staining) of all exterior painted portions of the improvements within such Units, including any garage, garage door, exterior doors, windows, shutters, and fascia on the improvements,
 - 3.1.4.3 caulking of the exterior portions of all windows and doors of the improvements within such Units;
 - 3.1.4.4 repair and/or replacement, as necessary, of the roofs (including shingles and roof decking) of the improvements within such Units, including the roofs of any porches; and
 - 3.1.4.5 cleaning, repair and replacement of gutters and downspouts of within such Units;
 - 3.1.4.6 repair and replacement, as necessary, of any porch, patio or deck within such Units. The Residential Association shall not, however, be responsible for porches, patios or decks within any portion of such a Unit that is fenced or gated. The porches, patios and decks in those areas shall be the responsibility of the Owners of those Units pursuant to Section 5.2 of the Residential Declaration;

3.1.4.7 termite treatment of all exterior walls and foundations of the improvements in such Units; provided, however, that the Residential Association shall not be liable if such treatment proves to be ineffective; and

3.1.4.8 maintenance, repair and replacement of any common fire alarm system, sprinkler system or security system serving the improvements in such Units.

3.1.5 Boundary Fences. Maintenance, repair and replacement of any fence erected by Builder along the West Highlands Park Neighborhood boundaries or along the boundaries of any Tract, or replacements thereof ("Boundary Fences").

3.2 Commencement of Responsibilities. Notwithstanding the above, the Residential Association's responsibilities under Section 3.1 shall not commence with respect to a particular Unit within the West Highlands Park Neighborhood until the requirements of Section 3.3 below have been satisfied, and then subject to satisfaction of the Builder's warranty obligations.

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 West Highlands Park Neighborhood, Builder shall not convey any such Unit until:

3.3.1 completion of construction of the dwelling and all related improvements within the Unit;

3.3.2 issuance of a certificate or other approval of occupancy for such dwelling and related improvements by the City of Issaquah; and

3.3.3 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 Maintenance Responsibilities of Owners. The Residential Association shall not be responsible for any maintenance or repairs to any chimney, fireplace, window or door, including garage doors (other than caulking and painting as provided above), anything contained within any dwelling or garage, any landscaping within any fenced or gated portion of any Detached or Attached Unit, or any landscaping, improvements or modifications added or made to any Detached or Attached Unit within the West Highlands Park Neighborhood after the conveyance of the Unit to the first Owner following completion of the initial improvements thereon. The Maintenance of all other portions of the West Highlands Park Neighborhood,

including any landscaping or improvements installed by the Owners or occupants of any Unit within the West Highlands Park Neighborhood, shall be the responsibility of the respective Owners, as provided in Section 5.2 of the Residential Declaration. Owners may not modify any portion of the landscaping for which the Residential Association is responsible without first obtaining the consent of the Residential Association.

3.5 Maintenance Standards. All maintenance within the West Highlands Park Neighborhood shall be performed in a manner and on a schedule consistent with the Community-Wide Standard.

3.6 Garbage Disposal.

3.6.1 Common Disposal. The Residential Association shall contract for and provide garbage disposal and recycling services for Units 1 through 56 within the West Highlands Park Neighborhood. Collection points for such services shall be as established on the plat for the West Highlands Park Neighborhood or as otherwise reasonably established by the Residential Association within any tract or easement area available for that purpose. The costs of such services shall be assessed to those Units according to Section 3.9 of this Supplemental Declaration.

3.6.2 Individual Disposal. All other Units in the West Highlands Park Neighborhood shall have individual garbage disposal and recycling services which shall be billed directly to the Owner of each Unit by the garbage disposal company.

3.7 Insurance for West Highlands Park Neighborhood Units.

3.7.1 Property Coverage. Unless otherwise determined by resolution of the Board and with at least 30 days' prior written notice to each Owner, the Residential Association shall obtain a blanket insurance policy providing property insurance coverage for all Attached Units within the West Highlands Park Neighborhood (exclusive of personal contents and of improvements made by Owners). The Residential Association shall not maintain such insurance for the Detached Units unless the Owner of any such Unit shall petition the Board, and the Board agrees, to maintain such insurance. 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, each Owner shall immediately obtain in his or her own name and at his or her own expense the insurance coverage for such Owner's Unit required pursuant to the Residential Declaration.

3.7.2 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.

3.7.3 Evidence of Coverage. If requested by the Residential Association, each Owner of a Unit within the West Highlands Park Neighborhood shall submit to the Residential Association, with the first payment of the annual Base Assessment for such Unit and within 10 days of any written request from the Board of Directors, 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. If an Owner is required to maintain property insurance on his or her Unit within the West Highlands Park 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.

3.8 Casualty Losses. Regardless of whether the insurance on a Unit within the West Highlands Park Neighborhood is obtained by the Residential Association or the Owners, 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 improvements 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.

3.9 Allocation of Expenses.

- 3.9.1 General.** Notwithstanding any contrary provision in the Residential Declaration, the cost of all services, goods, maintenance, repairs and replacements provided or performed by the Residential Association hereunder, 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 hereunder, shall be allocated among all of the West Highlands Park Neighborhood Units as described in this Section 3.9. The Board may establish different levels of assessment within the West Highlands Park Neighborhood to account for differences in expenses associated with exterior maintenance, garbage collection, insurance or replacement reserves for dwellings of different types or sizes, as the Board may reasonably determine. Without limitation, unless otherwise established by petition of the Owners thereof, the following costs of incurred by the Residential Association shall be allocated among the Units at West Highlands Park as follows
- 3.9.2 Landscaping and Irrigation.** The expenses incurred by the Residential Association for landscaping and irrigation under Section 3.1.1 of this Supplemental Declaration shall be a Neighborhood Expense assessed against all Units in the Neighborhood.
- 3.9.3 Street Lighting.** The expenses incurred by the Residential Association under Section 3.1.2 of this Supplemental Declaration shall be a Common Expense and part of the Base Assessment.
- 3.9.4 Hard Surfaces.** The expenses incurred by the Residential Association under Section 3.1.3 of this Supplemental Declaration shall be allocated as follows: (i) expenses for all Tracts (except Tracts O and P) and the public access easement described in Easement Provision 3 of the Plat shall be a Neighborhood Expense assessed against all Units in the Neighborhood, (ii) expenses for Tracts O and P and for the private access and utility easements described in Easement Provisions 50 through 57, inclusive, of the Plat shall be a Neighborhood Expense but shall be assessed only against the Detached Units, as authorized by Section 8.2 of the Residential Declaration, (iii) expenses for the private access and utility easements described in Easement Provisions 42 through 49, and 58 through 65, inclusive, of the Plat shall be a Neighborhood Expense but shall be assessed only against the Attached Units, as authorized by Section 8.2 of the Residential Declaration,
- 3.9.5 Attached Unit Exteriors.** The expenses incurred by the Residential Association for the Attached Units under Section 3.1.4 of this Supplemental Declaration shall be a Neighborhood Expense but shall be assessed only against the Attached Units, as authorized by Section 8.2 of the Residential Declaration.

3.9.6 Boundary Fences. The expenses incurred by the Residential Association under Section 3.1.5 of this Supplemental Declaration shall be a Neighborhood Expense and shall be assessed against all Units in the Neighborhood.

3.9.7 Garbage Disposal. The expenses incurred by the Residential Association under Section 3.1.6 of this Supplemental Declaration shall be assessed only against the Units benefiting from the service, as authorized by Sections 7.12 and 8.2 of the Residential Declaration.

3.9.8 Insurance. The expenses incurred by the Residential Association under Section 3.7 of this Supplemental Declaration shall be a Neighborhood Expense but shall be assessed only against the Attached Units, as authorized by Section 8.2 of the Residential Declaration.

3.10 Metro Sewer Capacity Charge. All residences that connect to the public sewer system in Metro's service area after February 1, 1990 are subject to a sewer capacity charge that is payable over a 15 year period commencing at the time of connection. The sewer capacity charge for the Detached Units will be billed directly to the owners of those Units. The sewer capacity charge for the Attached Units will be billed to and paid by the Residential Association. The cost of the sewer capacity charge for those Units will be a Neighborhood Expense that will be allocated to the Attached Units.

ARTICLE 4 ADDITIONAL EASEMENT APPLICABLE TO WEST HIGHLANDS PARK NEIGHBORHOOD

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

4.2 Cross-Drainage Easement. Each Unit in the West Highlands Park 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 West Highlands Park 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 Water Feature and Irrigation Equipment. The Residential Association shall have a perpetual, non-exclusive easement over, under and through all exterior portions of the West Highlands Park 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 West Highlands Park

Neighborhood and/or property adjacent to the West Highlands Park Neighborhood for which the Owners of the West Highlands Park 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 for the purpose of 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 Attached 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 Attached Units 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, or 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 West Highlands Park Neighborhood.

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 or 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 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 West Highlands Park 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 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.

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% of the West Highlands Park Neighborhood and, so long as Builder owns any Unit in the West Highlands Park Neighborhood, the consent of Builder. In addition, the consent of the Board of Directors of the Residential Association 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 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.

[Signatures on Following Pages]

Signature Page For Supplemental Declaration for West Highlands Park

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

Judd Kirk
Judd Kirk, President

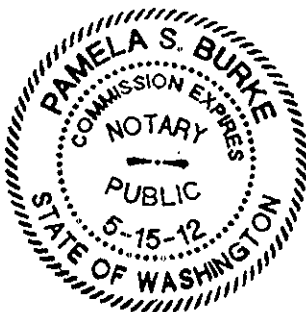
STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

On this day personally appeared before me Judd Kirk, to me known to be the President for Port Blakely Communities, Inc. a Washington corporation, 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 he was duly authorized to execute such instrument.

Dated: 5/10/08



Pamela S. Burke
(Signature of Notary Public)

Pamela S. Burke
(Printed Name of Notary Public)

My Appointment expires 5-15-12

Signature Page For Supplemental Declaration for West Highlands Park

BUILDER:

BENNETT CAMWEST LLC,
a Washington limited liability company

By: CamWest Highlands LLC, Manager

By: CamWest Development, Inc.
a Washington corporation, Manager


By: 
Eric H. Campbell, President

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me Eric Campbell, to me known to be the President for CamWest Development, Inc. a Washington corporation, the Manager of CamWest Highlands LLC, the Manager of BENNETT CAMWEST 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 he was duly authorized to execute such instrument.

Dated: 5/16/08



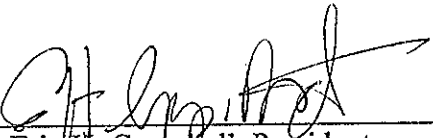

(Signature of Notary Public)
Lisa A. Nilsson
(Printed Name of Notary Public)
My Appointment expires 9/22/10

Signature Page For Supplemental Declaration for West Highlands Park

BUILDER:

CAMWEST HIGHLANDS LLC,
a Washington limited liability company

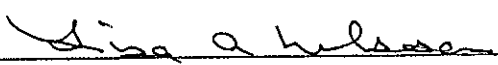
By: CamWest Development, Inc.
a Washington corporation
Its Manager

By: 
Eric H. Campbell, President

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me Eric Campbell, to me known to be the President for CamWest Development,, Inc. a Washington corporation, Manager of CAMWEST HIGHLANDS 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 he was duly authorized to execute such instrument.

Dated: 5/16/08


(Signature of Notary Public)

Lisa A Nilsson
(Printed Name of Notary Public)

My Appointment expires 9/22/10



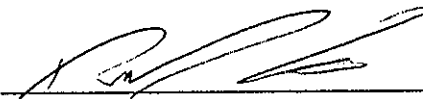
Signature Page For Supplemental Declaration for West Highlands Park

BUILDER:

BENNETT HOMES INC., a Washington
corporation

By: 
Paul Glosniak, President

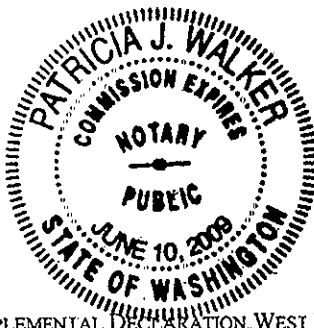
BENNETT-SFS LLC, a Washington
limited liability company


By: 
Paul Glosniak, Manager

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me Paul Glosniak, to me known to be the President of BENNETT HOMES, INC., the Washington corporation that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

Dated: May 16, 2008

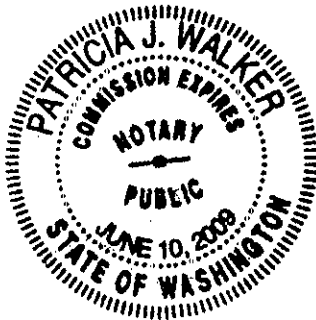



(Signature of Notary Public)
Patricia J. Walker
(Printed Name of Notary Public)
My Appointment expires 6/10/09

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me Paul Glosniak, to me known to be the Manager of BENNETT-SFS, 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 he was duly authorized to execute such instrument.

Dated: May 16, 2008



Patricia J. Walker

(Signature of Notary Public)

Patricia J. Walker

(Printed Name of Notary Public)

My Appointment expires May 16, 2008

EXHIBIT A

WEST HIGHLANDS PARK LEGAL DESCRIPTION

LOT X OF CITY OF ISSAQUAH BOUNDARY LINE ADJUSTMENT NO. LLA-04-005-IH,
ACCORDING TO THE SURVEY RECORDED AUGUST 04, 2004 UNDER RECORDING NO.
20040804900021, AND AMENDED BY AFFIDAVIT OF CORRECTION OF SURVEY
RECORDED UNDER RECORDING NO. 20040930002509, IN KING COUNTY,
WASHINGTON.

EXHIBIT B

**DESIGNATION OF UNIT TYPES WITHIN
WEST HIGHLANDS PARK NEIGHBORHOOD**

UNIT TYPE	LOT NUMBERS
Attached Units	Lot 1-56; Lots 129-164; Lots 178-189
Detached Units	Lot 57-128; Lots 165-177