#### LEA HILL VILLAGE

# THIRD DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS THIRD DECLARATION, made on the date hereinafter set forth by Seaport Choice, Inc., hereinafter referred to as Declarant,

# WITNESSETH:

WHEREAS, on the 20th day of January, 1969, the original Declaration of Covenants, Conditions and Restrictions was filed with the King County Auditor relative to the home owner's association known as Lea Hill Village Home Owner's Association, King County, Washington, and

WHEREAS, on the 25th day of April, 1969, the Second Declaration of Covenants, Conditions and Restrictions was filed with the King County Auditor relative to the home owner's association known as Lea Hill Village Home Owner's Association, King County, Washington, and

WHEREAS, on the 25th day of May, 1972, certain amendments, additions and delineations were filed with the King County Auditor, relative to the home owner's association known as Lea Hill Village Home Owner's Association, King County, Washington,

NOW, THEREFORE, the following Third Amended Declaration of Covenants, Conditions and Restrictions is hereby filed for the purpose only of restating the Declaration of Covenants, Conditions and Restrictions in its entirety as amended.

# DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by Seaport Choice, Inc., hereinafter referred to as "Declarant",

#### WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of King, State of Washington, which is more particularly described in Exhibit A which is attached hereto, incorporated herein and by this reference made a part hereof as if set out in full; and

WHEREAS, Declarant will convey the said properties, subject to certain protective covenants, conditions, restrictions, reservations, easements, rights of access, liens and charges as hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements, covenants, restrictions, and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

### ARTICLE I

# **DEFINITIONS**

Section 1. "Association" shall mean and refer to Lea Hill Village Home Owner's Association, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association, and which is more particularly described in Exhibit B which is attached hereto, incorporated herein and by this reference made a part hereof as if set out in full.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Unit" shall mean and refer to any individual dwelling shown upon any recorded subdivision map of the properties with the exception of the Common Area.

Section 6. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. "Declarant" shall mean and refer to Seaport Choice, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

# ARTICLE II

### ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. Annexation of additional property shall require the assent of two-thirds (2/3) of the members at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that two-thirds (2/3) of the membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

Section 2. If, prior to July I, 1978, the Declarant, its successors or assigns, should develop additional lands within the area described in those certain real estate contracts by and between <a href="Frank J. Levar and Patricia E.">Frank J. Levar and Patricia E.</a>
Levar, his wife, as sellers and <a href="Seaport Choice">Seaport Choice</a>, Inc. as purchasers, <a href="P.D.">P.D.</a>
<a href="Manicke and Rose M. Manicke">Manicke</a>, his wife, as sellers and <a href="Sidney J. Hendricks">Sidney J. Hendricks</a> as purchaser, <a href="Ida G. Garbanat">Ida G. Garbanat</a> as seller and <a href="Seaport Choice">Seaport Choice</a>, inc. as purchasers, and <a href="Robert H. Martin">Robert H. Martin</a>, <a href="Martin">Marcella J. Martin</a>, his wife, as sellers and <a href="Seaport">Seaport</a>
<a href="Choice">Choice</a>, Inc. as purchasers, and recorded under auditor's file numbers <a href="6391625">6391625</a>, <a href="6394420">6394420</a>, and <a href="6401380">6401380</a> respectively, of the records of King County,

such additional lands may be annexed to said Properties without the assent of the members; provided, however, that the development of the additional lands described in this section shall be approved by the Federal Housing Administration. Detailed plans for the development of additional lands must be submitted to the Federal Housing Administration prior to such development. If the Federal Housing Administration does not approve such plans and so advises the Association and the Declarant, its successors or assigns, the development of the additional lands must have the assent of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. At this meeting, the presence of members or of proxies entitled to cast sixty percent (60%) of all of the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

#### ARTICLE III

#### MEMBERSHIP.

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Unit which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entites who

hold an interest merely as security for the performance of an obligation.

Membership shall be appurtenant to and may not be separated from ownership of any Lot or Unit which is subject to assessment by the Association.

Ownership of such Lot or Unit shall be the sole qualification for membership.

#### ARTICLE IV

#### VOTING RIGHTS

Members shall be all of those owners as defined in Article III. Members snall be entitled to one vote for each Lot or Unit in which they hold the interest required for membership by Article III. When more than one person holds such interest in any Lot or Unit, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot or Unit.

#### ARTICLE V

#### PROPERTY 'RIGHTS

Section I. Members' Easements of Enjoyment: Every member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot or Unit subject to the following provisions:

- (a) The right of the Association to limit the number of guests of members:
- (b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area; provided that this provision shall not be in derogation of or contrary to commensurate provisions in the Articles and By-Laws of the Association;

- (c) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgages in said properties shall be subordinate to the rights of the homeowners hereunder;
- (d) The right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his Lot or Unit remains unpaid; and for a period not to exceed ninety (90) days for any infraction of its published rules and regulations;
- (e) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of the membership has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than 30 days nor more than 60 days in advance of the meeting; and
- (f) The right of the individual owners to the exclusive use of parking spaces as provided in this Article.
- <u>Section 2</u>. Delegation of Use: Any member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Title to the Common Area: The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, prior to the conveyance of the first Lot.

Section 4. Parking Rights: Ownership of each Lot or Unit shall entitle the owner or owners thereof to the use of not more than two automobile parking spaces, which shall be as near and convenient to said Lot or Unit as reasonably possible, together with the right of ingress and egress in and upon said parking areas. The Association shall permanently assign two vehicular parking spaces for each dwelling.

#### ARTICLE VI

# COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments:

Except as provided in Sections 10 and 11 of this Article, each owner of any

Lot or Unit by acceptance of a deed thereof, whether or not it shall be so

expressed in any such deed or other conveyance, is deemed to covenant and agree

'to pay to the Association:

- (1) Annual assessments or charges, and
- (2) Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees shall also be the personal

obligation of the person who was the Owner of the property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them. This obligation to pay assessments shall be a convenant running with the land on all parcels of property deeded to owners.

Section 2. Purpose of Assessments: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the Properties.

- Section 3. Basis and Maximum of Annual Assessments: Until January I of the year immediately following the conveyance of the Common Area in each individual Division, the maximum monthly assessment shall be: (I) Seven and 50/100 (\$7.50) Dollars per Lot or Unit having been recorded to the Declarant. All Lots or Units sold after the conveyance of the Common Area will be prorated to Owner and Declarant based on close of escrow date.
- (a) From and after January I of the year immediately following the conveyance of the first Lot or Unit to an Owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the members for the next succeeding one year and at the end of each such period of one year, for each succeeding period of one year, provided that any such change shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not

apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(b) After consideration of current maintenance costs and future needs of the Association, the Board of Trustees may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements: In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the costs of any construction or re-construction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment: Both annual and special assessments must be fixed at a uniform rate for all Lots or Units, depending upon the type or nature of the particular Lot or Unit so as to insure uniformity within types or classes and may be collected on a monthly basis.

Section 6. Quorum for Any Action Authorized Under Sections 3 and 4:

At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast, sixty percent (60%) of all the votes of the membership shall constitute a quorum.

If the required quorum is not forthcoming at any meeting, another meeting

may be called, subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments -- Due Dates:

The annual assessments provided for herein shall commence as to all Lots or

Units on the first day of the month following the conveyance of the Common

Area. The first annual assessment shall be adjusted according to the number

of months remaining in the calendar year. The Board of Trustees shall fix

the amount of the annual assessment against each Lot at least thirty (30) days

in advance of each annual assessment period. Written notice of the annual

assessment shall be sent to every Owner subject thereto. The due dates shall

be established by the Board of Trustees. The Association shall upon demand

at any time furnish a certificate in writing signed by an officer of the

Association setting forth whether the assessments on a specified Lot have been

paid. A reasonable charge may be made by the Board for the issuance of

these certificates. Such certificate shall be conclusive evidence of payment

of any assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessments--Remedies of the Association:

Any assessment which is not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the then current FHA interest rate, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and

interest, costs and reasonable attorney's fees of any such action shall be added to the amount of the said assessment. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot or Unit.

Section 9. Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot or Unit shall not affect the assessment lien. However, the sale or transfer of any Lot or Unit which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or Unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property: The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) All properties dedicated to and accepted by a local public authority;
- (b) The Common Area;
- (c) Prior to the initial conveyance to a purchaser, a mortgagee who acquires by foreclosure or procedure in lieu thereof any of the following lots:

DIVISION 2 -- 2, 3, 5, 11, 12, 13, 15, 22, 24, 25, 26, 27, 29, 31, 32 35, 36, 38, 39, 41, 42, 43, 44, 49, 50, 51, 53, 54, 55, 60, 61, 62, 63, 64, 66, 67;

DIVISION 3a -- 71, 72, 79, 80 and 81;

or a mortgagee who acquires by foreclosure or procedure in lieu thereof, any

of the following dwelling units:

DIVISION 1 -- 17, 31, 33, 35, 43, 47, 51, 52, 63, 64, 80, 86, 93, 104, 115, 120;

DIVISION 3a -- 73, 74, 75, 76, 77 and 78;

the mortgagec shall not be obligated to pay assessments on such Lots or dwelling units so long as such Lots or Units remain unoccupied.

Section II. Partial Exemption: The Declarant, its successors or assigns, except a mortgagee as provided in Section 10(c) above, shall pay assessments for each Lot or unoccupied Unit which is equal to 25 percent (25%) of the assessments provided for in this Article.

# ARTICLE VII

# PARTY WALLS

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

Section 2. Sharing of Repair and Maintenance: The costs of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty: If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the

wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing: Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Easement for Maintenance: The right of any Owner to an easement over another Owner's property for purposes of maintenance of one's own property shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 7. Arbitration: In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

#### ARTICLE VIII

#### ARCHITECTURAL CONTROL

No building, fence, television antenna, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and

specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Trustees of the Association, by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

# ARTICLE IX

#### EXTERIOR MAINTENANCE

In the event an owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Trustees, the Association, after approval of two-thirds (2/3) vote by the Board of Trustees, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

# ARTICLE X

# USE RESTRICTIONS

<u>Section I.</u> Enjoyment of Property: The Owners shall use their respective properties to their enjoyment in such a manner so as not to offend or detract from other owner's enjoyment of their own respective properties.

Section 2. In Derogation of Law: No owner shall carry on any activity of any nature whatsoever on his property that is in derogation or in violation of the laws and statutes of the state of Washington.

Section 3. Pets: No owner of a Lot or Unit shall keep, maintain, breed for commercial purposes, groom, or train animals, poultry or birds, except that the owner of each dwelling may own and maintain dogs and cats, not exceeding a total of two. Dogs shall not be permitted to roam free, but shall be enclosed in a fenced area to the rear of the house in a pen, run, enclosure, or kennel approved by the Architectural Control Committee. In the event that such animals are the subject of complaints by neighbors, the Board of Trustees may require the owner to cause the annoyance to be avoided or dispose of the animals.

Section 4. Commercial Activity: There shall be no commercial activity of any kind in any house or on any Lot except that an unoccupied house may be used as a sales and/or counseling office.

Section 5. Temporary Structures: No structure of a temporary character, such as a trailer or a shack or other outbuildings shall be used on any Lot at any time as a residence.

Section 6. Nuisances: No noxious or offensive activity shall be carried on upon any properties, nor shall anything be done thereon which may become a nuisance as such is defined in the laws of the State of Washington.

Section 7. Livestock and Poultry: No animals or livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept according to the provisions of Section 3 hereof.

Section 8. Garbage and Refuse Disposal: No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in a sanitary container.

Section 9. Sewage Disposal: No individual sewage disposal system shall be permitted on any Lot, unless prior approval is obtained from the Board of Trustees and the local health authority.

Section 10. Oil and Mining Operations: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot.

Section II. Water Supply: No individual water supply system shall be permitted on any Lot, unless prior approval for such system is obtained from the Board of Trustees, and all such construction must be in accordance with the rules and regulations of the King County Department of Health.

Section 12. Windows and Openings: No windows or openings, to include vents, shall open unto the property of another where a zero lot line wall exists, excepting where building is facing any "Common Area" ten (10) feet or more in width.

Section 13. Distance Between Buildings: In all cases there shall be a distance of ten (10) feet between buildings, and a given distance of ten (10) feet from all existing public roads occupied by vehicular traffic. In all cases, the setback requirements for front yard, rear yard and side yard shall not be in derogation of County standards and practices for developments of this type.

Section 14. Automobile Repair and Maintenance: There shall be no major overhaul or repair work performed on automobiles unless done so in specifically alloted areas such as the community work shop. Any automobile deemed to be in inoperative condition in excess of three (3) days and which causes an undesirable effect on the area may be removed by action of the Association.

Section 15. Parking Restrictions: Parking areas specifically assigned to any given Lot or Unit shall be restricted to the use of passenger vehicles only, and shall expressly prohibit storage of all boats, trailers, and/or other large vehicles except in those storage areas specifically provided by the Association.

(<u>Section 16</u>. Signs: There shall be no sign placed upon any property except a sign advertising a house or Lot for sale, and any such sign shall not exceed two (2) square feet.)

# ARTICLE XI

#### **EASEMENTS**

Section I. Common Area: The entire common area shall be subject to an easement of access and enjoyment for all member Owners of the Association.

Section 2. Utilities: All property, both private and the Common Area, shall be subject to an easement for public utilities of all types.

Section 3. Roof Overhang: There will be a maximum roof overhang easement of two (2) feet on the adjacent Lot where a zero Lot line exists.

Section 4. Maintenance: Each wall which is built as a part of the original construction of the homes or Units upon the properties and placed

on the dividing lines between the Lots shall constitute a party wall and each owner therein shall have an easement over the adjacent property for maintenance of exterior walls, roofs and sidings and this easement for maintenance shall run with the land.

Section 5. Turn-Around Area: An easement is hereby reserved at the interior of each 20 foot Association-owned road, which has a dead end, sufficient to construct a turn-around area for use by vehicular traffic.

# ARTICLE XII

# GENERAL PROVISIONS

, <u>Section I.</u> Enforcement: The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens and charges now or hereafter imposed by the provisions of this Declaration and shall be entitled, if successful, to legal costs and reasonable attorney fees.

Section 2. Severability: Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment: The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot or Unit subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions on this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Cwners, and

thereafter by an instrument signed by not less than seventh-five percent (75%) of the Lot or Unit owners. Any amendment must be properly recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has set its hand and seal this 26 day of June, 1972.

Seaport Choice, Inc. DECLARANT

STATE OF WASHINGTON )

COUNTY OF KING )

On this \_\_\_\_\_\_ day of June, 1972, before me, the undersigned, a Notary

Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_\_\_ JIMMY J. HARKEY, \_\_\_\_\_\_\_ to me known to be the Secretary of Seaport Choice, Inc. the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington residing at Seattle

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