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Stafford Construction, Inc.  
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Attention: Mr. Darrell Erwin

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AMENDMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS  
FOR  
DORCHESTER RIDGE

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**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS, EASEMENTS AND RESERVATIONS  
FOR  
DORCHESTER RIDGE**

THIS AMENDMENT to the Declaration of Covenants, Conditions, Restrictions, Easements and Reservations for Dorchester Ridge (Declaration) is made this 1st day of May, 1996, by Stafford Construction, Inc., a Washington corporation ("Developer").

Article 9 (Common Expenses and Assessments) is hereby amended in the following respects:

1. Article 9.10 is amended to read as follows:

9.10 Effect of Non-Payment of Assessments; Remedies of the Association:  
Any assessment not paid within 30 days after the due date shall bear interest at the rate of 12 percent per annum. Each owner hereby expressly vests in the Association or its agents the right and power to bring all actions against such Owner personally for the collection of such assessments as debts and to enforce lien rights of the Association by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in like manner as a mortgage of real property. Such Owner hereby expressly grants to the Association the power of sale in connection with such liens. The liens provided for in this section shall be in favor of the Association and shall be for the benefit of the Association. The Association shall have the power to bid in an interest at foreclosure sale and to acquire, hold, lease, mortgage and convey the same. The Owner is responsible for payment of all attorneys' fees incurred in collecting past due assessments or enforcing the terms of assessment liens. No Owner may waiver of or otherwise escape the liability for the assessments provided herein by non-use of the Common Areas or abandonment of his Lot.

The Association shall have the right to suspend the voting rights of an Owner for any period during which any assessment against the Lot remains unpaid and for a period not to exceed 60 days for any infraction of the terms of either this Declaration, the Articles or the Bylaws of the Association.

2. Article 9.11 is amended to read as follows:

9.11 Subordination of the Lien to Mortgage. The lien for assessments, provided for in this Article, shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien created pursuant to this Article as to payments which become due prior to such sale or transfer. No sale or transfer, however, shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

3. Article 9.12 is amended to read as follows:

9.12 Notice of Creation of Assessment Lien: The Notice of Assessment shall not be filed of record unless and until the Board or a person designated by it, shall have delivered to the defaulting Owner, not less than fifteen (15) days prior

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to the recitation of such Notice of Assessment, a written Notice of Default and a demand to cure same within said fifteen (15) day period.

4. Article 9.13 is amended to read as follows:

9.13 Foreclosure of Assessment Lien; Attorney's Fees and Costs: The Declarant, Manager, or Board may initiate action to foreclose the lien of any assessment on behalf of the Association. In any action or foreclose a lien against any Lot for nonpayment of delinquent assessments or charges, any judgment rendered against the Owners of such Lot in favor of the Association shall include a reasonable sum for attorneys' fees and all costs and expenses reasonably incurred in preparation for or in the prosecution of said action, in addition to taxable costs permitted by law.

5. Article 9.14 is amended to read as follows:

9.14 Homestead Waiver: Each Owner hereby waives, to the extent of any liens created pursuant to this Article, the benefit of any homestead or exemption law in effect at the time any installment of maintenance charges becomes delinquent or any lien is imposed pursuant to the terms hereof.

6. Article 9.15 is amended to read as follows:

9.15 Curing of Default: The Board shall file and record a satisfaction and release of the lien created by a Notice of Assessment filed and recorded in accordance with this Article upon timely payment or other satisfaction of all delinquent assessments set forth in the Notice, and all other assessments which have become due and payable following the date of such recitation with respect to the Lot as to which such Notice of Assessment was filed and recorded, together with all costs, late charges and interest which have accrued thereon. A fee of Fifteen Dollars (\$15.00) covering the cost of preparation and recitation shall be paid to the Association prior to such action. The satisfaction of the lien created by the Notice of Assessment shall be executed by any Director of the Association or by any authorized representative of the Board. "Costs" shall include costs and expenses actually incurred or expended by the Association in connection with the cost of preparation and recitation of the Notice of Assessment and in efforts to collect the delinquent assessments secured by the lien and a reasonable sum for attorney fees.

7. Article 9.16 is amended to read as follows:

9.16 Rights of Board - Waiver of Owners: Each Owner hereby vests in and delegates to the Board or its duly authorized representatives, the right and power to bring all actions at law, including lien foreclosures whether judicially or by power of sale or otherwise, against any Owner(s) for the collection of delinquent assessments in accordance herewith. Each Owner hereby expressly waives any objection to the enforcement, in accordance with this Declaration, of the obligation to pay assessments as set forth herein.

8. Article 9.17 is amended to read as follows:

9.17 Continuing Liability for Assessments: No Owner may exempt himself from liability for his Annual or Special Assessments by abandonment of his Lot or the use of any of the Common Area.

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