

Nesse, Katherine

From: pamelajohnston <pamjjo@msn.com>
Sent: Wednesday, April 16, 2025 8:42 PM
To: PlanningCommission; Council; Mandt, Kirsten; Whipple, Nicholas
Subject: Middle Housing and short-term rentals

[EXTERNAL EMAIL Notice!] Outside communication is important to us. Be cautious of phishing attempts. Do not click or open suspicious links or attachments.

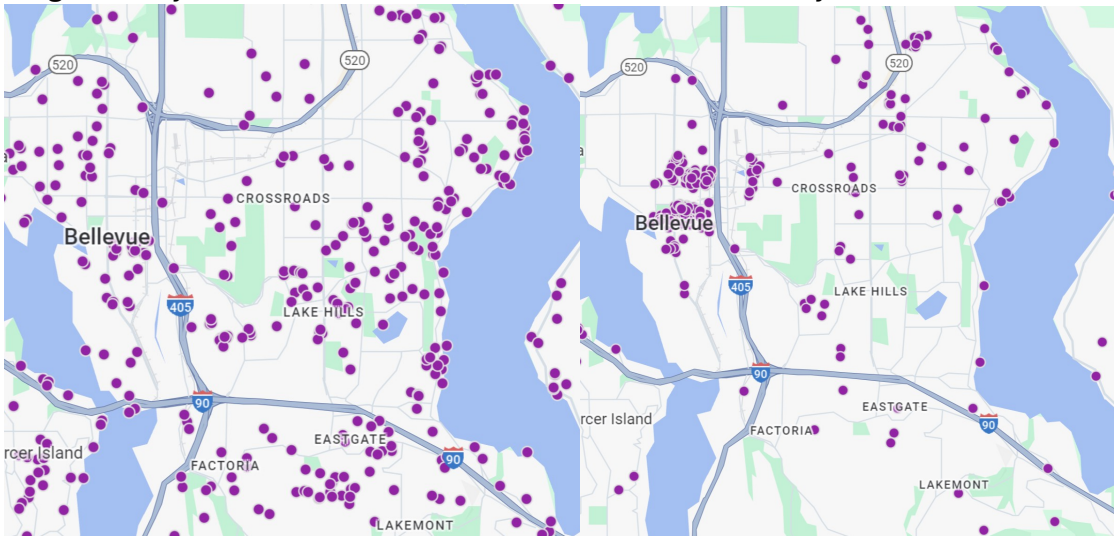
How much housing is planned for short-term rentals? How much middle housing?

If Middle Housing follows the Single Family rules, “an entire single-family home or home with an ADU cannot be used for Transient Lodging, but individual rooms may be rented on a transient basis (less than 30 days”.

Here is an estimate of the Bellevue inventory

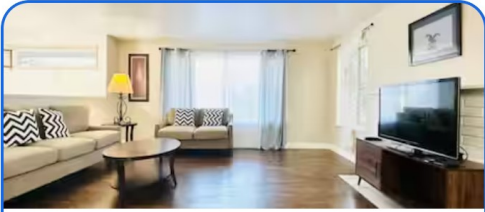
Single Family

Multifamily



Permits were not verified.

Here are SF properties that show the the method of reporting and enforcement of whole house, short term rental is not working?



Cheerful 5B house / large yard / garage

Eastgate

- ✓ Washer
- ✓ Dryer
- ✓ Pet friendly



House with fully fenced yard and garage minute to downtown

Lake Hills

- ✓ Washer
- ✓ Dryer
- ✓ Pet friendly



Cheerful house / garage / d

Cougar Mountain

- ✓ Kitchen
- ✓ Washer
- ✓ Dryer
- ✓ Pet friendly

8.0/10 (2 reviews)



Enjoy Paradise on Lake Sammamish

Northeast Bellevue

Near Lake Sammamish

 Kitchen

 Washer

 Dryer

10.0 31 reviews



Convenient home in Bellevue

Lake Hills

✓ Kitchen

✓ Washer

✓ Dryer

✓ Free WiFi

10.0/10 (2 reviews)



Beautiful Home in Bellevue for family or friends to get together.

Newport

✓ Hot Tub

✓ Kitchen

✓ Washer

✓ Dryer

10.0/10 (25 reviews)



**Cozy 3-bedroom rambler by
Bellevue Downtown. Pet-friendly!**

West Bellevue

- ✓ Kitchen
- ✓ Washer
- ✓ Dryer
- ✓ Pet friendly

10.0/10 (1 review)



**PNW Contemporary Retreat near
Lake Sammamish**

East Lake Hills

- ✓ Kitchen
- ✓ Washer
- ✓ Dryer
- ✓ Pet friendly

Short-term rental code needs to be easier to enforce. The property managers should not be able to just switch the add to more than 30 days and then switch back at their leisure. Enforcement should happen if the property listing does not match the permit. Bellevue could make verification code to verify changes.

best

-p

Nesse, Katherine

From: President - Vuemont Meadows Association <hoapresident.vma@gmail.com>
Sent: Saturday, April 19, 2025 10:10 AM
To: Council; PlanningCommission
Subject: Comments on Middle Housing Land Use Code Amendment (LUCA)
Attachments: Letter to Bellevue from Vuemont HOA.docx; Amended and Restated Declaration of CCRs and Easements (17355-00) (1) (1) (1).pdf; Vuemont Meadows Articles of Incorporation and Bylaws 1988.pdf

You don't often get email from hoapresident.vma@gmail.com. [Learn why this is important](#)

[EXTERNAL EMAIL Notice!] Outside communication is important to us. Be cautious of phishing attempts. Do not click or open suspicious links or attachments.

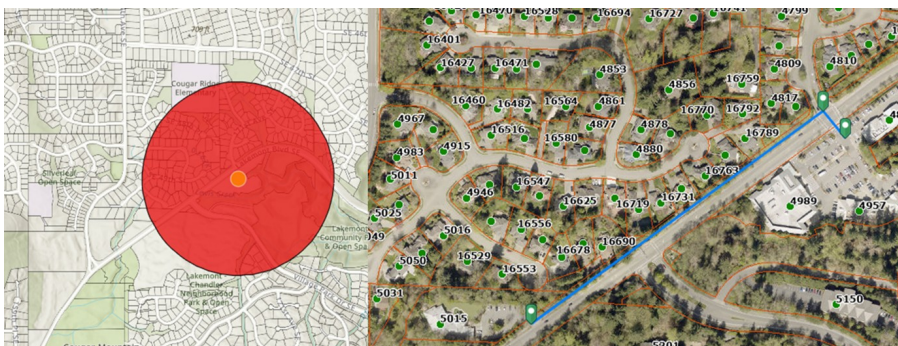
April 19th, 2025

Dear Councilmembers and Commissioners,

Vuemont Meadows Association is a neighborhood homeowner's association with 70 homes, located in the Lakemont area of Bellevue. We write in regard to the February 2025 draft of the above-referenced LUCA, and the information presented at the April 9, 2025 Public Hearing on the topic, making the following requests:

Remove Neighborhood Centers as a justification for additional density. The state legislation does not require the city to provide additional density around neighborhood shopping centers, and in areas without transit, like Lakemont, and there is no justification for doing so.

If Lakemont Shopping Center remains a basis for additional density, limit the area to ¼ mile *walking distance*, not radius. Much of the Vuemont Meadows neighborhood is within a ¼ mile radius of the shopping center, but as shown on the map below, due to the continuous fence along the south side of Lakemont Boulevard, none of our properties are within a ¼ mile walking distance. The blue line below shows a ¼ mile distance from the same point the City measures the ¼ mile radius, and the Lakemont Boulevard fence runs along the entire length.



Study the impacts of the additional density and provide plans for mitigation. The development and population growth caused by the increase in density proposed by the LUCA is likely to have significant, adverse environmental impacts on our neighborhood and the rest of the city by creating additional burdens on the road network, utilities, stormwater system, parks, natural resources, air quality, noise levels and public services. We do not understand why the city has yet to study the likely impacts and propose measures to avoid, minimize or mitigate them. The city recently completed a thorough environmental impact study prior to

implementing density increases in Wilburton, and we see no reason the same level of diligence should not be afforded to the Lakemont area.

Review CC&Rs and create an overlay map indicating the areas where the proposed ADU's, four-plexes and six-plexes are prohibited, and ask city staff to implement a neighborhood assistance program that helps associations like ours with enforcement of the CC&Rs. Enclosed with this letter are the CC&R's for the Vuemont Meadows Association, recorded March 30, 2021. The CC&R's were approved and recorded prior to the effective date of HB 1110. Among many other provisions that would make it difficult, if not impossible, to build anything other than a single-family residence in Vuemont Meadows, Section 5.2.5 states, "Only one Single Family home shall be permitted on each Lot. Two story or split-level homes shall include no less than 2,500 gross square feet of living space. One story homes shall include no less than 2,200 gross square feet of living space." We are concerned that the City's enactment of the Middle Housing LUCA will put our Association in the position of having to defend the CC&Rs against developers who do not understand that the CC&Rs trump the LUCA. Creating a GIS map that shows developers where CC&Rs preclude the types of development enabled by the Middle Housing Ordinance will make it more efficient for housing developers too.

We also suggest the permitting process includes a requirement that if any proposed development is within the boundaries of an HOA, the developer must document written approval from the governing Board of the HOA that the proposed development would be allowed under the governing CCRs.

Thank you for considering our comments and requests. We would appreciate the opportunity to follow up with you and city staff on the issues raised in this letter.

Sincerely yours,

Scott Bowen
Vuemont Meadows Association President
206-390-4688

Enclosure: Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Vuemont Meadows

--

Bellevue Planning Commission
City of Bellevue
council@bellevuewa.gov
planningcommission@bellevuewa.gov

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Sincerely yours,

Scott Bowen
Vuemont Meadors Association President

Enclosure: Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Vuemont Meadows

▪ H I L L I S C L A R K M A R T I N & P E T E R S O N ▪

A Professional Service Corporation
500 Galland Building, 1221 Second Avenue
Seattle, Washington 98101-2925
(206) 623-1745 Facsimile (206) 623-7789

July 22, 1993

Mr. Bob Applebaum
4915 - 165th Place S.E.
Bellevue, Washington 98006

Re: Vuemont Meadows Association

Dear Mr. Applebaum:

Pursuant to your request, we have enclosed the original corporate minute book of Vuemont Meadows Association, including Articles of Incorporation, Declaration of Covenants, Bylaws, Directors Consents for 1988 and 1989, Minutes of 1990 Membership Meeting, and copies of Annual Reports. You have advised us that all future legal work for the Association will be performed by one of the residents of Vuemont Meadows.

We have filed a Resignation as Registered Agent with the Secretary of State, which will become effective as of August 16, 1993. You should be sure to notify the Secretary of State of your new Registered Agent prior to that date. We would appreciate your letting us know the new Registered Agent and Office, so that we will know where to forward any mail or other legal materials which may arrive here for the Association.

If we may be of any future assistance, or should you have any questions regarding this matter, please do not hesitate to contact me.

Very truly yours,



Michael F. Schumacher

MFS/MCC/ma
Enclosure



STATE of WASHINGTON SECRETARY of STATE

I, **Ralph Munro**, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

CERTIFICATE OF INCORPORATION

to

VUEMONT MEADOWS ASSOCIATION

a Washington Non Profit corporation. Articles of Incorporation were
filed for record in this office on the date indicated below.

Corporation Number: 601 077 609

Date: March 29, 1988

Given under my hand and the seal of the State
of Washington, at Olympia, the State Capitol.

Ralph Munro, Secretary of State

601 077 609

FILED

MAR 29 1988

SECRETARY OF STATE
STATE OF WASHINGTON

ARTICLES OF INCORPORATION
OF

VUEMONT MEADOWS ASSOCIATION

I, the undersigned person of the age of eighteen (18) years or more, hereby adopt in duplicate the following Articles of Incorporation, for the purpose of forming a corporation under the Washington Nonprofit Corporation Act, Chapter 24.03 of the Revised Code of Washington.

ARTICLE I. NAME AND DURATION

The name of this corporation shall be "Vueмонт Meadows Association," and its existence shall be perpetual.

ARTICLE II. PURPOSES AND POWER

The purpose for which the corporation is organized is to own and operate the common areas of the community located in King County, Washington known as "Vueмонт Meadows," provide for the recreation, health, safety and welfare of the Vueмонт Meadows community and its residents, provide for the perpetual maintenance of the Vueмонт Meadows common areas, and engage in all such activities as are incidental or conducive to the attainment of the objectives of the corporation and all activities which are permitted to be done by a nonprofit corporation under any laws that may now or hereafter be applicable or available to this corporation. The powers of this corporation shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Covenants, Conditions, Restrictions, and Easements for Vueмонт Meadows filed with the Department of Records and Elections of King County, Washington, as it may from time to time be amended, hereinafter referred to as the "Declaration."

ARTICLE III. REGULATION OF INTERNAL AFFAIRS

Provisions for the regulation of the internal affairs of the corporation shall be set forth in the Bylaws, and in the Declaration.

ARTICLE IV. DISTRIBUTION OF ASSETS ON
DISSOLUTION OR FINAL LIQUIDATION

Upon dissolution or final liquidation of the corporation, the Board of Directors shall, after paying or making provision for the payment of all liabilities of the corporation, distribute any remaining assets of the corporation, to the extent permitted under any applicable law, to such organization or organizations as may be selected by the Board of Directors. Any such assets not so distributed shall be disposed of as determined by the Board of Directors in accordance with any applicable law.

ARTICLE V. MEMBERS

The corporation shall have one class of members, which shall consist of the owners of the lots in the Vuemont Meadows community, as provided for in the Declaration.

ARTICLE VI. INITIAL DIRECTORS

The initial directors of this corporation shall be three (3) in number, and their names and addresses are as follows:

John J. McCarthy
9950 Lake Washington Blvd. N.E.
Bellevue, Washington 98004

Anne C. McCarthy
9950 Lake Washington Blvd. N.E.
Bellevue, Washington 98004

Suzan McCarthy
9950 Lake Washington Blvd. N.E.
Bellevue, Washington 98004

ARTICLE VII. REGISTERED AGENT

The name and address of the registered agent for the corporation is Hillis, Clark, Martin & Peterson, P.S., 500 Galland Building, 1221 Second Avenue, Seattle, Washington 98101-2925.

ARTICLE VIII. LIABILITY OF DIRECTORS

To the full extent that the Revised Code of Washington permits the elimination or limitation of the liability of directors, a director of the corporation shall not be liable to the corporation or its shareholders for monetary damages for conduct as a director, provided that the liability of a director shall not be eliminated or limited for acts or omissions that involve intentional misconduct or a knowing violation of law by the director, for approval of distributions or loans contrary to law, or for any transaction from which the director will personally receive a benefit in money, property, or services to which the director is not legally entitled. The elimination or limitation of the liability of directors permitted by this provision shall not be effective for any acts or omissions occurring prior to the effective date hereof.

ARTICLE IX. INDEMNIFICATION

To the full extent permitted by law, the Association shall indemnify (including advancing of expenses) any person who was or is a party or is threatened to be made a party to any civil, criminal, administrative, or investigative action, suit, or proceeding (whether brought by or in the right of the Association or otherwise) by reason of the fact that he or she is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director or officer of another association, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding; and the Board may, at any time, approve indemnification of any other person which the Association has the power to indemnify under the law. The indemnification provided by this section shall not be deemed exclusive of any other rights to which a person may be entitled as a matter of law or by contract. This indemnification shall continue as to an indemnitee who has ceased to be a director and shall inure to the benefit of the indemnitee's heirs, executors, and administrators.

ARTICLE X. INCORPORATOR

The name and address of the Incorporator is John J. McCarthy, 9950 Lake Washington Blvd. N.E., Bellevue, Washington 98004.

DATED this 16th day of MARCH, 1988.

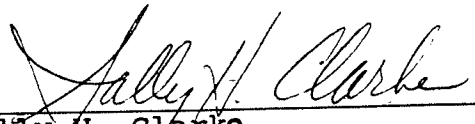

John J. McCarthy

CONSENT TO SERVE AS REGISTERED AGENT

Hillis, Clark, Martin & Peterson, P.S. hereby consents to serve as Registered Agent, in the State of Washington, for Vuemont Meadows Association, with the understanding that as agent for the corporation, it will have the responsibility to receive service of process in the name of the corporation; to forward all mail to the corporation; and to immediately notify the office of the Secretary of State in the event of its resignation, or of any changes in the registered office address of the corporation for which it is agent.

HILLIS, CLARK, MARTIN &
PETERSON, P.S.

March 21, 1988
Date

By 
Sally H. Clarke
Vice President
500 Galland Building
1221 Second Avenue
Seattle, Washington 98101-2925

SHC/MCC/ceq
070263.M109

RECEIVED THIS DAY

MAR 25

Filed for Record at Request of: 1101179 This Space Provided for
After Recording Mail to: Recorder's Use:

Michael F. Schumacher
Hillis Clark Martin & Peterson, P.S.
1221 Second Avenue
500 Galland Building
Seattle, Washington 98104

91/03/25 #1137.1B
RECD F 10.00
REC FEE 2.00
CRSHSL ***12.00
55

**SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS FOR
VUEMONT MEADOWS
(FOX SHORT PLAT LOTS 1, 2, AND 3)**

This Supplementary Declaration is made this 14th day of
MARCH, 1991, by the undersigned, SEATTLE LAND PARTNERS,
LIMITED PARTNERSHIP, a Washington limited partnership
("Declarant"), who is the owner of certain real property
situated in the City of Bellevue, Washington, and more
specifically described in Exhibit A, and by the VUEMONT MEADOWS
ASSOCIATION, a Washington non-profit corporation, to supplement
and subject additional property to the Amended and Re-Recorded
Declaration of Covenants, Conditions, Restrictions, and
Easements for Vuemont Meadows dated March 15, 1988, recorded
under King County Recording No. 8803310336.

Recitals

A. Declarant and its affiliates and assigns are the
developers and owners of certain real property in King County,
Washington, located within the City of Bellevue that is being
developed for single family residential purposes. An affiliate
of Declarant developed 52 residential lots known as "Vuemont
Meadows" (Plat of Vuemont Meadows, recorded under King County
Recording No. 8803020292, Volume 140 of Plats, Pages 74-75).
Declarant has now developed and platted three lots (the "Fox
Lots") immediately adjacent to Vuemont Meadows. The Fox Lots
were created pursuant to City of Bellevue Short Plat No.
PSPS 88-8563, FSP 89-8269 (also known as "Fox Short Plat"),
recorded in Book 76 of Surveys at pages 222-222A under King
County Recording No. 9011019008.

B. Ownership of the lots in Vuemont Meadows is subject to
an Amended and Re-Recorded Declaration of Covenants, Conditions,
Restrictions, and Easements for Vuemont Meadows dated March 15,
1988, recorded under King County Recording No. 8803310336 (the
"Declaration"). Pursuant to the Declaration, Vuemont Meadows
Association, a Washington non-profit corporation (the
"Association"), has been formed and a board of directors and

officers of the Association have been elected from among the Lot Owners.

C. The Declaration provides that from time to time, additional phases of development on adjacent real property owned by Declarant, its successors and assigns, may be subjected to the provisions of the Declaration by recording amendments to the Declaration or Supplementary Declarations. Declarant desires to subject ownership of the Fox Lots to the Vueмонт Meadows Declaration, and to cause the Owners of the Fox Lots to become admitted as members of the Vueмонт Meadows Association. The Association also desires to subject the Fox Lots to the Vueмонт Meadows Declaration and to admit the Owners of the Fox Lots as members in the Association.

Supplementary Declaration for Fox Lots

1. Declarant hereby covenants, agrees, and declares that the Fox Lots, as defined herein and described in Exhibit A hereto, and the buildings, structures, and improvements hereafter constructed thereon are, and will be, held, sold, and conveyed subject to and burdened by all of the covenants, conditions, restrictions, easements, terms and provisions of the Amended and Re-Recorded Declaration of Covenants, Conditions, Restrictions, and Easements for Vueмонт Meadows dated March 15, 1988, recorded under King County Recording No. 8803310336. This Supplementary Declaration for the Fox Lots is made for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Fox Lots and the Vueмонт Meadows community for the benefit of the Owners thereof, their heirs, successors, grantees, and assigns. All provisions of such Declaration shall be binding upon all parties having or acquiring any right, title, or interest in the Fox Lots or any part thereof, and shall inure to the benefit of the Owners thereof and to the benefit of the Association, and are intended to be and shall in all respects be regarded as covenants running with the land. All prospective purchasers of the Fox Lots are directed to obtain a copy of the Declaration and are hereby notified that ownership of the Fox Lots is and shall be subject to the terms and conditions of the Declaration, as supplemented herein.

2. This Supplementary Declaration shall constitute an amendment of and supplement to the Declaration in all respects necessary in order to accomplish the purposes set forth in the Description of Declaration contained in the Declaration. Among other things, the following paragraphs of the Declaration are amended as follows:

a. Article 1. The definition of "Vueмонт Meadows" in Section 1.11 of the Declaration is hereby amended to include the Fox Lots, and the definitions of "Lot," "Owner," "Mortgage," "Participating Builder," "Phase,"

"Tract," and other definitions are similarly amended to include reference to all or a portion of the Fox Lots, as appropriate from the context thereof.

b. Section 2.4. The total number of outstanding votes in the Association is amended to 55, which includes 52 from the Vuemont Meadows plat and 3 from the Fox short plat.

Any other references to Vuemont Meadows in the Declaration, Articles of Incorporation, and By-laws of the Association shall hereafter be deemed to refer to and include the Fox Lots.

3. Upon recording of this Supplementary Declaration, the Owners of the Fox Lots shall immediately and henceforth have all of the rights and privileges afforded to, and shall be subject to all of the obligations of, Lot Owners under the Declaration, as supplemented herein. The Fox Lots and the Owners thereof shall be treated in all respects as if the Fox Lots were included within the Vuemont Meadows plat.

4. Except as modified herein, the terms used in this Supplementary Declaration shall have the same meaning as set forth in the Declaration, unless the context requires otherwise.

SEATTLE LAND PARTNERS,
LIMITED PARTNERSHIP

By: GENERAL WESTERN CORPORATION,
its General Partner

By Scott Buttles
Scott Buttles,
President

By Susan F. McCarthy
Susan F. McCarthy
Secretary

VUEMONT MEADOWS ASSOCIATION

By [Signature]
President

By Brodley D. Henry
Secretary

9/10/25/137

EXHIBIT A

FOX LOTS
LEGAL DESCRIPTION

The North Half of the South Half of the Northeast Quarter of the Northeast Quarter of Section 23, Township 24 North, Range 5 East, Willamette Meridian, in King County, Washington;
EXCEPT that portion thereof lying Westerly of the Easterly line of 164th Way S.E., also known as Newcastle Road, also known as Edward Leifhelm Road;
EXCEPT that portion thereof lying within the South 175 Feet of the Northeast Quarter of the Northeast Quarter of said Section 23;
EXCLUDING coal and mineral rights thereon (Recording No. 1523785).

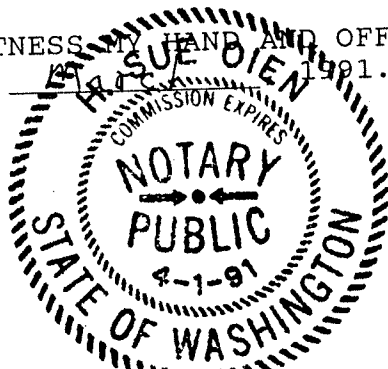
WHICH PROPERTY IS ALSO KNOWN AS:

Lots 1, 2, and 3 of the City of Bellevue Short Plat No. PSPS 88-8563, FSP 89-8269 (also known as "Fox Short Plat"), recorded in Book 76 of Surveys at pages 222-222A under King County Recording No. 9011019008.

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day appeared before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared SCOTT BUTTLES, to me known to be the President of General Western Corporation, the general partner of SEATTLE LAND PARTNERS, LIMITED PARTNERSHIP, a Washington limited partnership, the partnership that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said partnership for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument in such capacity.

5th day of April 1991. WITNESS MY HAND AND OFFICIAL SEAL hereto affixed this

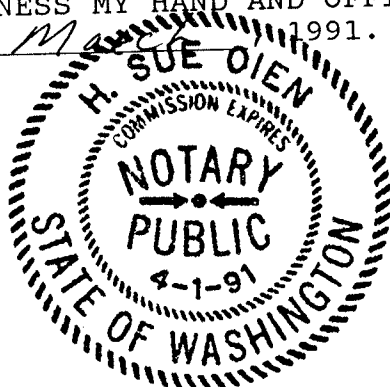


H. Sue Oien
NOTARY PUBLIC in and for the
State of Washington, residing
at Kirkland WA.
My commission expires 4/1/91.

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day appeared before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared SUZAN F. MCCARTHY, to me known to be Secretary of General Western Corporation, the general partner of SEATTLE LAND PARTNERS, LIMITED PARTNERSHIP, a Washington limited partnership, the partnership that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said partnership for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument in such capacity.

5th day of March 1991. WITNESS MY HAND AND OFFICIAL SEAL hereto affixed this



H. Sue Oien
NOTARY PUBLIC in and for the
State of Washington, residing
at Kirkland WA.
My commission expires 4/1/91.

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day appeared before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Ronald Erb, to me known to be the President of VUEMONT MEADOWS ASSOCIATION, a Washington non-profit corporation, 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 said instrument in such capacity.

11th day March, 1991. WITNESS MY HAND AND OFFICIAL SEAL hereto affixed this

[Signature]
NOTARY PUBLIC in and for the
State of Washington, residing
at Seattle
My commission expires June 29, 1991

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day appeared before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Bradley D. Heintz, to me known to be the Secretary of VUEMONT MEADOWS ASSOCIATION, a Washington non-profit corporation, 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 said instrument in such capacity.

14 day March, 1991. WITNESS MY HAND AND OFFICIAL SEAL hereto affixed this

[Signature]
NOTARY PUBLIC in and for the
State of Washington, residing
at Snake River County
My commission expires 10-25-92

REF. # W-8921-6

0000101630

8803310336

MAR 31 9 14 AM '88
BY THE CLERK OF COURT
RECORDS & CLERKS
KING COUNTY

88/03/16 #1256 D
RECD F 34.00
CASHSL ***34.00
11

AMENDED AND RE-RECORDED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
AND EASEMENTS FOR VUEMONT MEADOWS

88/03/31 #0336 A
RECD F 34.00
CASHSL ***34.00
11

MAR 31 3 20 PM '88
KING COUNTY

After Recording Return To:
HILLIS, CLARK, MARTIN
& PETERSON, P.S.
500 Galland Building
1221 Second Avenue
Seattle, WA 98101-2925
Attn: Sally H. Clarke

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AMENDED AND RE-RECORDED

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND
EASEMENTS FOR VUEMONT MEADOWS

THIS AMENDED AND RE-RECORDED DECLARATION is made on this
15th day of March, 1988, by the undersigned ("Declarant")
who is the owner of certain real property situated in the City
of Bellevue, King County, State of Washington, and known as
Vueмонт Meadows, which property is more specifically described
on Exhibit A, which is attached hereto and incorporated herein
by this reference.

DESCRIPTION OF DECLARATION

Declarant previously recorded a Declaration of Covenants,
Conditions, Restrictions and Easements for Vueмонт Meadows under
King County Recording No. 8803020291 ("Original Declaration").
By this recording, and pursuant to Section 9.1 of the Original
Declaration, Declarant desires to release the property which is
described on Exhibit A from the Original Declaration and subject
it to the covenants, conditions, restrictions and easements set
forth herein.

Declarant desires to develop Vueмонт Meadows as a residential
community. Declarant also desires to create common areas and
facilities for the benefit of the Vueмонт Meadows community to
provide for the preservation of the natural values in Vueмонт
Meadows.

This Declaration establishes a plan for the private ownership
of lots and the buildings constructed thereon, for the dedication
of certain areas to the public, and for the beneficial ownership
through a nonprofit corporation of certain other land and related
easements, hereafter defined and referred to as the "Common
Areas." The nonprofit corporation is the Vueмонт Meadows
Association ("Association"), to which shall be delegated and
assigned the duties and powers of maintaining and administering
the Common Areas, administering and enforcing these covenants,
conditions, and restrictions, and collecting and disbursing the
assessments and charges hereinafter created.

This Declaration contemplates a plan for the phased develop-
ment of Vueмонт Meadows, and certain real property adjacent
thereto. Accordingly, the Declarant may, from time to time
during the Development Period without Association action, subject
additional adjacent real property owned by Declarant, its
successors and assigns to this Declaration by an appropriate
recording.

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NOW, THEREFORE, Declarant hereby covenants, agrees, and declares that all of Vuemont Meadows, as defined herein and described in Exhibit A hereto, and the buildings and structures hereafter constructed thereon are, and will be, held, sold, and conveyed subject to and burdened by the following covenants, conditions, restrictions, and easements, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of Vuemont Meadows for the benefit of the Owners thereof, their heirs, successors, grantees, and assigns. All provisions of this Declaration shall be binding upon all parties having or acquiring any right, title, or interest in Vuemont Meadows or any part thereof, and shall inure to the benefit of the Owners thereof and to the benefit of the Association and are intended to be and shall in all respects be regarded as covenants running with the land.

ARTICLE 1

DEFINITIONS

Section 1.1. "Architectural Control Committee" shall mean and refer to the duly appointed Committee of the Association as further described in Section 2.7 and as sometimes referred to herein as the "Committee."

Section 1.2. "Association" shall mean and refer to the Vuemont Meadows Association, a Washington nonprofit corporation, its successors and assigns.

Section 1.3. "Association Action" shall mean and refer to a written corporate action of the Association in the form of either a bylaw or resolution duly passed by either the Board or the Owners.

Section 1.4. "Board" shall mean and refer to the board of directors of the Association.

Section 1.5. "Building Setback Line" shall mean and refer to the various setback requirements designated on the face of the final plat of Vuemont Meadows, beyond which no structures, filling, grading or other obstructions are permitted as set forth in Section 5.2 hereof.

Section 1.6. "Common Areas" shall mean and refer to all easements and Tracts (including, but not limited to Tract G of Vuemont Meadows) and any improvements thereto that are owned by the Association, for the benefit of the Lot Owners, and subjected to this Declaration by an appropriate recording. The Declarant

may add to the Common Areas during the Development Period by recording an amendment to this Declaration.

Section 1.7. "Declarant" shall mean and refer to The Estates Limited Partnership, a Washington limited partnership, its successors and assigns, if such successors or assigns should acquire all or substantially all of the then-undeveloped portions of Vuemont Meadows from Declarant for the purpose of development (excluding Participating Builders).

Section 1.8. "Declaration" shall mean and refer to this instrument, as the same may be supplemented or amended from time to time.

Section 1.9. "Development Period" shall mean and refer to that period of time beginning on the date of this Declaration and ending whenever any of the following first occurs:
(i) 7 years from the date hereof; or (ii) upon receipt of written notice from Declarant to the Association in which Declarant elects to terminate the Development Period.

Section 1.10. "Governing Documents" shall mean and refer to this Declaration and the Articles of Incorporation, Bylaws and rules and regulations of the Association, and the rules and procedures of the Architectural Control Committee as any of the foregoing may be amended from time to time.

Section 1.11. "Vuemont Meadows" shall mean and refer to that certain real property known as "Division 1" which is legally described on Exhibit A attached hereto, and such additions thereto as may hereafter be brought within the terms and conditions hereof by an appropriate recording.

Section 1.12. "Lot" shall mean and refer to any legally segmented and alienable portion of Vuemont Meadows created through subdivision or any other legal process for dividing land and subjected to this Declaration by an appropriate recording, with the exception of dedicated rights of way and Tracts designated as Common Areas.

Section 1.13. "Mortgage" shall mean and refer to any recorded mortgage or deed of trust encumbering one or more of the Lots. "First Mortgage" shall mean and refer to a Mortgage with priority over other Mortgages. "Mortgagee" shall mean and refer to the holder or beneficiary of any Mortgage and shall not be limited to Institutional Mortgagees. As used herein, the term "Institutional Mortgagee" or "Institutional Holder" shall include banks, trust companies, insurance companies, mortgage companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension

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funds, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, all corporations, and any agency or department of the United States Government or of any state or municipal government.

Section 1.14. "Native Growth Protection Easement" shall mean and refer to an area in a Lot or Tract so designated on the final plat of Vuemont Meadows in which the removal of trees and significant natural ground cover, as well as the conduct of other activities, are restricted pursuant to the provisions of Article 5 herein.

Section 1.15. "Owner" shall mean and refer to the record owner (whether one or more persons or entities) of a fee interest in any Lot, including the Declarant and Participating Builders but excluding Mortgagees or other persons or entities having such interest merely as security for the performance of any obligation. Purchasers or assignees under recorded real estate contracts shall be deemed Owners as against their respective sellers or assignors.

Section 1.16. "Participating Builder" shall mean and refer to a person or entity that acquires a portion of Vuemont Meadows for the purpose of improving such portion for resale to individual Owners.

Section 1.17. "Phase" shall mean and refer to any portion of Vuemont Meadows that is subjected to this Declaration from time to time by Declarant by an appropriate recording. The initial Phase shall be known as "Vuemont Meadows Division 1."

Section 1.18. "Single Family" shall mean and refer to a single housekeeping unit that includes not more than 4 adults who are legally unrelated.

Section 1.19. "Supplementary Declaration" shall mean and refer to any recorded declaration of covenants, conditions, restrictions and easements which extends the provisions of this Declaration to a Phase.

Section 1.20. "Tract" shall mean and refer to any legally segmented and alienable portion of Vuemont Meadows created through subdivision or any other legal process for dividing land and subjected to this Declaration by an appropriate recording, with the exception of Lots and dedicated rights of way.

ARTICLE 2

VUEMONT MEADOWS ASSOCIATION

Section 2.1. Description of Association. The Association is a nonprofit corporation organized and existing under the Laws of the State of Washington charged with the duties and vested with the powers prescribed by law and set forth in the Governing Documents, as they may be amended from time to time; provided, however, that no Governing Documents other than this Declaration shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

Section 2.2. Association Board. During the Development Period the Declarant shall manage the Association and shall have all the powers of the Board set forth herein. The Declarant may, from time to time, select a temporary board of not fewer than 3 persons who need not be Owners to manage the Association during the Development Period. The temporary board shall have the full authority to manage the Association under the Governing Documents and shall be subject to all provisions of the Governing Documents; provided that, after selecting a temporary board, Declarant may at any time terminate the temporary board and reassume its management authority under this Section 2.2 or select a new temporary board. Upon termination of the Development Period, the terms of the temporary Board selected by the Declarant, if any, shall terminate and the Board shall manage the Association as provided herein. The Board shall be elected from among the Owners, as provided in the Bylaws of the Association. The Board shall elect officers of the Association from among the Board members, which shall include a president who shall preside over meetings of the Board and meetings of the Association.

Section 2.3. Votes Appurtenant to Lots. Every Owner shall be a member of the Association and shall be entitled to cast one vote in the Association for each Lot owned. A vote shall be appurtenant to and held and owned in the same manner as the beneficial fee interest in the Lot to which it relates. A vote shall not be separated from ownership of the Lot to which it relates; provided, however, that when more than one entity holds the beneficial fee interest in any Lot, the vote therefor shall be cast as the Owners among themselves determine, but in no event shall more than one vote be cast with respect to any Lot; and if the several Owners of a Lot are unable to agree as to the casting of their vote, such vote shall not be counted. If a Lot is further subdivided as provided in Section 5.1 hereof, the Owner of each additional Lot created shall be entitled to one vote in the Association for each Lot owned.

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Section 2.4. Initial Number of Votes. From the commencement of the existence of the Association, there shall be a total of 52 outstanding votes in the Association. During the Development Period, the Declarant shall be entitled to cast 52 votes, less one vote for each Lot then owned by an Owner other than Declarant. Upon the addition of subsequent Phases to Vuemont Meadows during the Development Period as provided in Section 9.1 hereof, the number of votes in the Association shall be adjusted to reflect the increased number of Lots, and Declarant shall be entitled to cast all such votes less one for each such Lot owned by an Owner other than the Declarant.

Section 2.5. Owner's Compliance with Governing Documents. By acceptance of a deed to a Lot, recording of a real estate contract conveying title to a Lot, or any other means of acquisition of an ownership interest, the Owner thereof covenants and agrees, on behalf of himself and his heirs, successors, and assigns, to observe and comply with all terms of the Governing Documents and all rules and regulations duly promulgated pursuant to Association Action.

Section 2.6. Bylaws, Rules and Regulations. The Board on behalf of the Association shall have the power to adopt, modify, and amend rules and regulations governing the use of Vuemont Meadows, provided that such rules and regulations shall not be inconsistent with this Declaration. The rules and regulations shall apply uniformly to all Owners, except as specifically provided herein. The Board shall have the power to enforce the rules and regulations on behalf of the Association and may prescribe penalties for the violation of such rules and regulations, including but not limited to suspension of the right to use the Common Areas or portions thereof. Any such rules and regulations shall become effective 30 days after promulgation and shall be mailed to all Owners prior to their effective date. A copy of the rules and regulations then in force shall be retained by the secretary of the Association. The Declarant on behalf of the Board may adopt the initial Bylaws and rules and regulations.

Section 2.7. Architectural Control Committee. Within thirty (30) days of the recording of this Declaration, Declarant shall appoint an Architectural Control Committee of three (3) or more persons. The members of the Committee need not be members of the Association. One member of the Committee shall be appointed for a term of one (1) year, one member shall be appointed for a term of two (2) years, and the third member shall be appointed for a term of three (3) years. Thereafter, members of the Committee shall be appointed for three-year terms. After termination of the Development Period, the Board shall appoint members to the Committee, who need not be members of the Association, as vacancies occur.

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2.7.1 Jurisdiction and Purpose. The Committee shall review proposed plans and specifications for construction of all residences and other structures within Vuemont Meadows, and including any additions, exterior alterations, landscaping, clearing, painting and excavation. The Owner shall submit architectural and landscaping plans and specifications to the Committee for its review. The Committee shall adopt and publish rules and procedures for the review of such plans and specifications. It shall be the obligation of each Owner to be familiar with the rules and procedures of the Committee.

2.7.2 Approval Procedures. A preliminary application for approval must be submitted in writing by the Owner to the Committee at the registered office of the Association. Within fifteen (15) days following receipt of a preliminary application, the Committee shall notify the Owner in writing as to whether the application is complete and, if not, of any additional information that may be required before the Committee can review the application. The application must, in form and substance, comply with the Committee's rules and procedures including the payment of a nonrefundable fee of \$125.00 for purposes of defraying the costs associated with the Committee's review of the preliminary application. This fee may be adjusted from time to time by the Committee in accordance with its rules and procedures. The Committee shall review the application in accordance with the provisions of this Section 2.7 as soon as possible after a complete application has been filed. The decision of a majority of the members of the Committee shall be the decision of the Committee. One copy of approved plans will remain in the Committee's files. All disapproved plans will be returned to the Owner.

2.7.3 Failure of Committee to Take Action. Except as provided in Section 2.7.5 below, in the event that the Committee fails to respond to an Owner's complete and properly submitted application within twenty (20) days after the Committee has notified the Owner that the application is complete, formal written approval will not be required, and the provisions for approval shall be deemed to have been fully complied with.

2.7.4 Committee's Obligation. The Committee, in its deliberations and in the discharge of its obligations hereunder, shall act objectively and fairly in making decisions concerning various plans, specifications, plot plans and landscape plans submitted to it by various Owners for consideration in accordance with the provisions of this

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Declaration. Further, the determinations of the Committee as to noncompliance shall be in writing, signed by the Committee, and shall set forth in reasonable detail the reason for noncompliance. The Committee may approve, approve with conditions, or disapprove an application or any part thereof. In all cases, the ultimate responsibility for satisfying all local building codes and governmental requirements rests with the Owner. The Committee shall be held harmless from building requirements not complied with.

2.7.5 Exemptions and Variances from Committee Requirements. The Committee may, upon application, grant exemptions and variances from the rules and procedures of the Committee and the requirements of this Declaration when the party requesting such exemption or variance establishes to the satisfaction of the Committee that the improvement or other matters which are desired by the applicant are aesthetically as appealing, suited to climatic conditions, and compatible with the overall character of the development as are similar improvements or matters which conform to the requirements of this Declaration. Requests for an exemption or variance shall be submitted in writing to the Committee and shall contain such information as the Committee shall from time to time require. The Committee shall consider applications for exemption or variance and shall render its decisions within thirty (30) days after notice to the Owner of proper submission. The failure of the Committee to approve an application for an exemption or variance shall constitute disapproval of such application.

2.7.6 Failure of Owner to Comply. Failure of the Owner to comply with the rules and procedures of the Committee or the final application as approved by the Committee shall, at the election of the Association's Board exercised after thirty (30) days' written notice to such Owner, constitute a violation of this Declaration. In that event, the Board shall be empowered to assess a penalty commensurate with the violation which shall constitute a lien against such Lot, enforceable as provided herein and/or pursue any other remedy at law including, but not limited to, an action for specific performance.

ARTICLE 3

ASSOCIATION BUDGET, ASSESSMENTS, AND LIENS

Section 3.1. Owner's Covenants to Pay Assessments. By acquisition of any ownership interest in a Lot, the Owner thereof covenants and agrees thereby, on behalf of himself and his heirs,

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successors, and assigns, to pay the Association, in advance, all general and specific assessments levied as provided herein.

Section 3.2. Association Budget. The Association shall prepare, or cause the preparation of, an operating budget for the Association at least annually, in accordance with generally accepted accounting principles. The operating budget shall set forth all sums required by the Association, as estimated by the Association, to meet its annual costs and expenses, including but not limited to all management and administration costs, operating and maintenance expenses of the Common Areas, and services furnished to or in connection with the Common Areas, including the amount of all taxes and assessments levied against, and the cost of liability and other insurance on, the Common Areas, and including charges for any services furnished by or to the Association; the cost of utilities and other services; and the cost of funding all reserves established by the Association. The funds required to meet the Association's annual expenses shall be raised from a general assessment against each Owner as provided hereafter. The Association may revise the operating budget after its preparation at any time and from time to time, as it deems necessary or advisable in order to take into account and defray additional costs and expenses of the Association.

Section 3.3. Levy of General Assessment. In order to meet the costs and expenses projected in its operating budget, the Association shall by Association Action determine and levy in advance on every Owner a general assessment. The amount of each Owner's general assessment shall be the amount of the Association's operating budget divided by the sum of the number of Lots. The Association shall make reasonable efforts to determine the amount of the general assessment payable by each Owner for an assessment period at least 30 days in advance of the beginning of such period and shall at that time prepare a roster of the Owners and the general assessment allocated to each, which shall be open to inspection by any Owner upon reasonable notice to the Association. Notice of the general assessment shall thereupon be sent to each Owner; provided, however, that notification to an Owner of the amount of an assessment shall not be necessary to the validity thereof. The omission by the Association, before the expiration of any assessment period, to fix the amount of the general assessment hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article or a release by any Owner from the obligation to pay the general assessment, or any installment thereof, for that or any subsequent assessment period, but the general assessment fixed for the preceding period shall continue until a new assessment is fixed. Upon any revision by the Association of the operating budget during the assessment period for which such budget was prepared, the Association shall,

if necessary, revise the general assessment levied against the Owners and give notice to each Owner.

Section 3.4. Payment of General Assessment. Upon Association Action, installments of general assessments may be collected on a monthly, quarterly, semi-annual, or annual basis. Any Owner may prepay one or more installments on any assessment levied by the Association without penalty.

Section 3.5. Nondiscriminatory Assessment. Except as provided Section 5.15 hereof, no assessment shall be made at any time which may unreasonably discriminate against any particular Owner or group of Owners in favor of other Owners. However, a special assessment may be made against a particular Owner by a two-thirds majority vote of the Board if, after notice from the Association of failure to maintain such Lot in a condition comparable to the other Lots has been given, the Association elects to expend funds to bring such Owner's Lot up to such comparable standard.

Section 3.6. Commencement of Assessments. Liability of an Owner for assessments shall commence on the first day of the month following the date upon which any instrument of transfer to such Owner becomes operative (such as the date of a deed or the date of a recorded real estate contract for the sale of any Lot or, if earlier, the first day of the calendar month following Owner's occupancy of such Lot); provided, however, that a Participating Builder shall not be liable for any assessments with respect to a Lot acquired from Declarant for a period of one year from the date of acquisition. The Declarant, its successors and assigns, shall not be liable for any assessments with respect to any Lot unless such Lot is occupied. The Association may in its rules and regulations provide for an administratively convenient date for commencement of assessments that is not more than 90 days after the effective date established above. The due dates of any special assessment payments shall be fixed by the Association Action authorizing such special assessment.

Section 3.7. Certificates of Assessment Payment. Upon request, the Board shall furnish written certificates certifying the extent to which assessment payments on a specified Lot are paid and current to the date stated therein. A reasonable charge may be made by the Association for the issuance of such certificate.

Section 3.8. Special Assessments. In addition to the general assessments authorized by this Article, the Association may, by Association Action, levy a special assessment or assessments at any time, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction

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or reconstruction, inordinate repair, or replacement of a capital improvement located upon or forming a part of the Common Areas, including necessary fixtures and personal property related thereto, or for such other purpose as the Association may consider appropriate; provided, however, that any such special assessment in excess of \$250 per Lot must have the prior favorable vote of two-thirds of the Owners.

Section 3.9. Effect of Nonpayment of Assessment. If any assessment payment is not made in full within 30 days after it was first due and payable, the unpaid amounts shall constitute a lien against the Lot assessed and shall bear interest from such due date at a rate set by the Board in its rules and regulations, which shall not exceed the highest rate then permitted by law. By acceptance of a deed to a Lot, recording of a real estate contract therefor, or any other means of acquisition of an ownership interest, and whether or not it shall be so expressed in any such deed or other instrument, each Owner shall be deemed to grant thereby to the Association, its agents and employees, and to Declarant during the Development Period, the right and power to bring all actions against such Owner personally for the collection of such assessments as a debt, and to enforce the liens created by this Declaration in favor of the Association by foreclosure of the continuing liens in the same form of action as is then provided for the foreclosure of a mortgage on real property. The liens provided for in this Declaration shall be for the benefit of the Association, and the Association shall have the power to bid at any lien foreclosure sale and to acquire, hold, lease, mortgage, and convey the Lot foreclosed against.

Section 3.10. Lien to Secure Payment of Assessments. Declarant hereby creates in the Association perpetually the power to create a lien in favor of the Association against each Lot, to secure to the Association the payment to it of all assessments, interest, costs, and attorneys' fees; and Declarant hereby subjects all Lots perpetually to such power of the Association. Such lien shall arise in accordance with the terms of this Declaration without the necessity of any further action by the Association, and any such lien when created, shall be a security interest in the nature of a mortgage in favor of the Association. Such lien shall become a continuing lien in the amount stated in the assessment from the time of the assessment, but expiring pro rata as the assessment payments are made, and shall also be the personal obligation of the person or entity who is the Owner of the Lot at the time of the assessment. The personal obligation to pay a prior assessment shall not pass to successors in interest unless expressly assumed by them; provided, however, that in the case of a sale or contract for the sale of any Lot which is charged with the payment of an assessment, the person or entity who is the Owner immediately prior to the date of such sale

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shall be personally liable for the amounts of the monthly installments due prior to said date, and the new Owner shall be personally liable for monthly installments becoming due on or after such date. The foregoing limitation on the duration of the personal obligation of an Owner to pay assessments shall not, however, affect the validity or duration of the continuing lien for unpaid assessments against the respective Lot.

Section 3.11. Suspension for Nonpayment of Assessment. If an Owner shall be in arrears in the payment of any assessment due, or shall otherwise be in default of the performance of any terms of the Governing Documents of the Association for a period of 30 days, said Owner's voting rights shall without the necessity of any further action by the Association, be suspended (except as against foreclosing secured parties) and shall remain suspended until all payments, including interest thereon, are brought current and any other default is remedied. No Owner is relieved of liability for assessments by nonuse of the Common Areas or by abandonment of a Lot.

Section 3.12. Reserves for Replacement. As a common expense, the Association shall establish and maintain a reserve fund for replacement of the Common Areas and any improvements thereon. Such fund shall be deposited with a banking institution. The reserve fund shall be expended only for the purpose of effecting the replacement of the Common Areas and any improvements and community facilities thereon, and to any sidewalks, parking areas, or pathways developed as a part of Vuemont Meadows, equipment replacement, and for operating contingencies of a nonrecurring nature. The Association may establish such other reserves for such other purposes as it may from time to time consider to be necessary or appropriate. The proportional interest of any Owner in any such reserves shall be considered an appurtenance of his Lot and shall not be separately withdrawn, assigned, or transferred from the Lot to which it appertains.

Section 3.13. Certain Areas Exempt. The Tracts and all portions of Vuemont Meadows dedicated to and accepted by the City of Bellevue or other public authority shall be exempt from assessments by the Association.

ARTICLE 4

SUBORDINATION OF LIENS

Section 4.1. Intent of Provisions. The provisions of this Article 4 apply for the benefit of each Mortgagee who lends money for purposes of construction or to secure the payment of the purchase price of a Lot.

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Section 4.2. Mortgagee's Nonliability. The holder of a Mortgage shall not, by reason of its security interest only, be liable for the payment of any assessment or charge, nor for the observance or performance of any covenant or restriction, excepting only those enforceable by equitable relief and not requiring the payment of money, and except as hereafter provided.

Section 4.3. Mortgagee's Rights During Foreclosure. During foreclosure of a Mortgage, including any period of redemption, the holder of the Mortgage may exercise any or all of the rights and privileges of the Owner of the encumbered Lot, including but not limited to the right to vote in the Association to the exclusion of the Owner's exercise of such rights and privileges.

Section 4.4. Mortgagee as Owner. At such time as a Mortgagee shall become the record Owner of the Lot previously encumbered by the Mortgage, the Mortgagee shall be subject to all of the terms and conditions of this Declaration, including the obligation to pay for all assessments and charges in the same manner as any Owner.

Section 4.5. Mortgagee's Title Free and Clear of Liens. A Mortgagee or other secured party acquiring title to a Lot through foreclosure, deed in lieu of foreclosure, or equivalent method, shall acquire title to the encumbered Lot free and clear of any lien authorized by or arising out of the provisions of this Declaration, insofar as such lien secures the payment of any assessment due but unpaid before the final conclusion of any such proceeding, including the expiration date of any period of redemption. The Association may treat any unpaid assessments against a Lot foreclosed against as an expense of the Association pursuant to Section 3.2.

Section 4.6. Survival of Assessment Obligation. After the foreclosure of a security interest in a Lot, any unpaid assessments shall continue to exist and remain as a personal obligation of the Owner against whom the same was levied, and the Association shall use reasonable efforts to collect the same from such Owner.

Section 4.7. Subordination of Assessment Liens. The liens for assessments provided for in this Declaration shall be subordinate to the lien of any first Mortgage or other security interest placed upon a Lot as a construction loan security interest or as a purchase price security interest, and the Association will, upon demand, execute a written subordination document to confirm such priority. The sale or transfer of any Lot or of any interest therein shall not affect the liens provided for in this Declaration except as otherwise specifically provided for herein, and in the case of a transfer of a Lot for purposes of realizing

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a security interest, liens shall arise against the Lot for any assessment payments coming due after the date of completion of foreclosure.

ARTICLE 5

USE COVENANTS, CONDITIONS, AND RESTRICTIONS

Section 5.1. Authorized Uses. Lots in Vuemont Meadows shall be used solely for residential purposes and related facilities normally incidental to a residential community. During the Development Period, no Lot shall be further subdivided without Declarant's prior written approval. Thereafter, no Lot shall be further subdivided, except as permitted in this Declaration without prior approval conferred by Association Action.

Section 5.2. Approval of Building or Clearing Plans Required. No building, fence, deck, patio, wall, kennel, or other structure shall be commenced, erected, or maintained upon a Lot or any other portion of Vuemont Meadows, nor shall any exterior addition to or change or alteration therein be made, nor shall a Lot be cleared or excavated for use, nor shall any tree of 12 inches or more in diameter on any Lot, measured one foot above ground level, be cut, until after the details and written plans and specifications showing the nature, kind, shape, height, materials, colors, and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee. Any structure so approved must be completed as to external appearance, including finished staining, within six (6) months after the date construction is commenced unless the Committee elects to grant an extension. Although the Committee shall have full authority to approve or disapprove of any specific proposal, the following restrictions shall apply to Vuemont Meadows in general:

5.2.1 Building Setbacks. No structures, filling, grading or obstruction, including but not limited to decks, patios, outbuildings or overhangs, shall be permitted beyond the Building Setback Lines, or within any drainage easement area as shown on the face of the final plat or within any Native Growth Protection Easement unless otherwise approved by the Committee and by the City of Bellevue. In addition, construction of fencing shall not be permitted within any drainage easement or Native Growth Protection Easement, nor shall clearing or removal of trees or vegetation be permitted therein, unless trees or vegetation represent a threat to life or property due to decay or other natural causes, and unless otherwise approved by the Committee and the City of Bellevue.

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5.2.2 Building Materials. Each home constructed on a Lot shall be built of new materials except, with approval of the Architectural Control Committee, decorative items such as used brick, weathered planking, and similar items. All visible masonry shall be native stone, brick or stucco. Composition roofs, aluminum or "T-111" siding and aluminum window frames are not permitted. Types and colors of exterior paint and stain must be submitted to the Committee for approval.

5.2.3 Landscaping. Front yards shall be fully landscaped within twelve (12) months after the date construction of the home commences unless extended by the Committee. Side yards and rear yards shall also be landscaped. No trees outside the building footprint which are greater than twelve (12) inches in diameter when measured one foot above ground shall be cut without the approval of the Committee.

5.2.4 Fences. No fence erected within Vuemont Meadows shall be over six (6) feet in height. No barbed wire, chain link or corrugated fiberglass fences shall be erected on any Lot. Furthermore, fences in the rear yards (as indicated on the plat of Vuemont Meadows) of Lots 18 through 30 shall not exceed four (4) feet in height and no fences shall be erected on Lots 1 through 6 unless a specific exemption from this restriction is granted by the Architectural Control Committee. The front and side yards of all Lots shall remain unfenced past a point even with the middle of the sides of any home approved for construction upon a Lot. All fences, open and solid, are to meet the standards set by the Committee and must be approved by the Committee prior to construction.

5.2.5. Floor Area. Only one Single Family home shall be permitted on each Lot. Two story or split level homes shall include no less than 2,500 gross square feet of living space. One story homes shall include no less than 2,200 gross square feet of living space.

5.2.6. Contractor. No home may be constructed on any Lot by other than a contractor licensed as a general contractor under the statutes of the State of Washington without the prior approval of the Architectural Control Committee.

5.2.7. Driveways. All driveways and parking areas shall be paved with material approved by the Architectural Control Committee; provided that all driveway entrance culverts shall be made of concrete pipe.

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5.2.8. Yard Lamps. Each Owner shall install and maintain, at the sole expense of such Owner, at least one yard lamp at the driveway entrance to the Lot for the purpose of street and driveway illumination. Said yard lamp shall be between three (3) and five (5) feet in height above the road grade and shall be of a design and installation compatible with the house design. Such lamps shall be kept lighted during all periods of darkness.

Section 5.3 Leasing Restrictions. No Lot may be leased or rented by any party for a period of fewer than 30 days, nor shall less than the whole of any Lot be leased or rented. Each lease or rental agreement shall be in writing and shall by its terms provide that it is subject in all respects to the provisions of the Governing Documents. Any failure by a lessee to comply with the terms of the Governing Documents shall be a default under the lease, whether or not it is so expressed therein. Other than the foregoing, there is no restriction on the right of any Owner to lease his Lot.

Section 5.4. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept; provided, however, that dogs, cats, or other conventional household pets may be kept if they are not kept, bred, or maintained for any commercial purposes. No domestic pet may be kept if it is a source of annoyance or a nuisance. The Association shall have the authority to determine whether a particular pet is a nuisance or a source of annoyance, and such determination shall be final and conclusive. Pets shall be registered, licensed, and inoculated from time to time as required by law.

Section 5.5. Commercial Uses. No commercial enterprise, including itinerant vendors, shall be permitted on any Lot; provided, however, that the Association may, by adopting rules and regulations, permit specified home occupations to be conducted if allowed by law and if such occupation will not, in the reasonable judgment of the Association, cause traffic congestion or other disruption of the Vuemont Meadows community; and provided further that no signs or advertising devices of any character shall be permitted.

Section 5.6. Vehicle Storage. No storage of goods, vehicles, boats, trailers, trucks, campers, recreational vehicles or other equipment or device shall be permitted in open view from any Lot, except this shall not exclude temporary (less than 24 hours) parking of vehicles on the designated driveway areas adjacent to garages on the Lots. Upon 48 hours notice to the owner of an improperly parked or stored vehicle, boat, or other equipment, the Association has authority to have removed at the

Owner's expense any such items visible from the street that are parked on any Lot or within the public right-of-way for more than 24 hours.

Section 5.7. Garbage. No garbage, refuse, or rubbish shall be deposited or left in Vuemont Meadows, unless placed in a suitable covered container. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained, and no burning of any trash, refuse, or scrap of any kind shall be permitted.

Section 5.8. Utilities Underground. Except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, telephone, power, or television cable, or similar transmission line shall be installed or maintained above the surface of the ground.

Section 5.9. Mining Prohibited. No portion of Vuemont Meadows shall be used for the purpose of boring, mining, quarrying, or exploring for or removing oil or other hydrocarbons, minerals, gravel, or earth.

Section 5.10. Signs. Except for entrance, street, directional, traffic control, and safety signs, and such promotional signs as may be maintained by Declarant and Participating Builders, or agents or contractors thereof, or the Association, no signs or advertising devices of any character shall be posted or displayed in Vuemont Meadows; provided, however, that one temporary real estate sign not exceeding 6 square feet in area may be erected upon any Lot or attached to any residence placed upon the market for sale or lease. Any such temporary real estate sign shall be removed promptly following the sale or rental of such Lot or residence.

Section 5.11. No Obstruction of Easements. No structure, planting, or other material shall be placed or permitted to remain upon Vuemont Meadows which may damage or interfere with any easement or the installation or maintenance of utilities, or which may unreasonably change, obstruct, or retard direction or flow of any drainage channels. No decorative planting, structure or fence may be maintained within an easement area unless specifically approved by the Architectural Control Committee.

Section 5.12. Antennae. No external shortwave or citizens' band antennae, free-standing antenna towers, or satellite reception dishes of any kind shall be permitted in Vuemont Meadows. All television and/or FM radio antennae must be physically attached to a structure and must comply with applicable govern-

mental standards and guidelines and any Association rules and regulations.

Section 5.13. Owners' Maintenance Responsibilities. The maintenance, upkeep, and repair of individual Lots and homes shall be the sole responsibility of the individual Owners thereof, and in no way shall it be the responsibility of the Association, its agents, officers or directors. Owners shall maintain their Lots and homes in good repair and in a clean, sightly, and sanitary condition at all times. Without limitation as to the foregoing, each Owner shall be obligated to keep his Lot and home in a clean, sightly and sanitary condition and maintain the landscaping on his Lot in a healthy and attractive state and in a manner comparable to that on the other Lots in Vuemont Meadows. No storage of firewood shall be permitted in front yards. After thirty (30) days' written notice to an Owner from the Association of such Owner's failure to so maintain his home or Lot, and after approval of a two-thirds majority vote by the Board or other Association committee to which such oversight responsibility shall have been delegated, the Association shall have the right, through its agents and employees, to enter upon any Lot which has been found to violate the foregoing standards in order to restore the home or Lot to such standards. The cost of such work shall be a special assessment on such Owner and his Lot only.

Section 5.14. Weapons. No firearms of any kind or nature, including rifles, handguns, bows, slingshots, BB guns, slings, traps, or any other like weapon, shall be used or discharged within Vuemont Meadows except by authorized governmental officials.

Section 5.15. Nuisances Prohibited. No noxious or offensive activity shall be conducted in any portion of Vuemont Meadows, nor shall anything be done or maintained therein in derogation or violation of the laws of the State of Washington, City of Bellevue, or any other applicable governmental entity. Nothing shall be done or maintained on any portion of Vuemont Meadows which may be or become an annoyance or nuisance to the neighborhood or detract from the value of the Vuemont Meadows community. The Association shall determine by Association Action whether any given use of a Lot unreasonably interferes with the rights of the other Owners to the use and enjoyment of their respective Lots or of the Common Areas, and such determination shall be final and conclusive.

Section 5.16. Relief from Certain Provisions. In cases where an Owner has made a factual showing that strict application of the provisions of Sections 5.4, 5.5, 5.6, 5.10, and 5.12 only of this Article (regulating animals, commercial uses, vehicle storage, signs and antennae, respectively) would work a severe

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hardship upon him, the Board by Association Action may grant the Owner relief from any of such provisions; provided, however, that such relief shall be limited by its scope or by conditions to only that necessary to relieve the hardship; and provided further, that no such relief shall be granted if the condition thereby created would in the reasonable judgment of the Board violate the provisions of Section 5.15 of this Article. The decision of the Board in granting or denying such relief shall be final and conclusive.

ARTICLE 6

COMMON AREAS

Section 6.1. Title Common Areas. Declarant shall from time to time during the Development Period convey to the Association by deed or easement the Common Areas designated on a final plat or other recorded map or plan creating Vuemont Meadows. Upon its creation as a Common Area, every Common Area shall be subject to an easement of common use and enjoyment in favor of the Association and every Owner, their heirs, successors, and assigns, in accordance with the terms and conditions of the Governing Documents.

Section 6.2 Owners' Common Rights. Owners in each Phase shall have equal rights with the Owners in all other Phases to use the Common Areas in all Phases, unless certain Common Areas are specifically designated as limited Common Areas for the exclusive use of a particular Lot or Lots on the face of a plat or other recorded instrument creating a Phase or in an amendment to this Declaration or in a Supplementary Declaration. All easements for ingress, egress, utilities, and use of facilities, unless otherwise specifically limited, shall exist in favor of all Owners in each and all Phases.

Section 6.3. Maintenance of Common Areas. The Association shall maintain, repair, replace, improve, and otherwise manage all of the Common Areas so as to keep them in good repair and condition and shall conduct such additional maintenance, repair, replacement, construction, or reconstruction as may be determined pursuant to Association Action. The Association shall take any action necessary or appropriate to the maintenance and up keep of the Common Areas and improvements thereon.

Section 6.4. Description of Native Growth Protection Easements. Native Growth Protection Easements may include, but are not limited to, portions of Lots and certain Common Areas that have as one of their major functions the maintenance of significant vegetation or the natural retention and transmission

of storm water drainage; provided, however, that no area shall be deemed to be a Native Growth Protection Easement unless it is so designated on the face of a plat or other recorded instrument.

Section 6.5. Pruning and Vegetation Removal in Native Growth Protection Easements. Pruning of trees for view maintenance or solar access within Native Growth Protection Easements shall be permitted only upon prior written approval of the Architectural Control Committee. Such approval shall be granted only after the Committee has determined that the proposed pruning will not endanger soil stability, will not defeat the intent or purposes meant to be served by the establishment of Native Growth Protection Easements, will not adversely affect the tree or trees to be pruned, and will not violate any applicable governmental rules and regulations. Trees and significant ground cover within a Native Growth Protection Easement located on a Lot may be removed if such action is necessary to remove a clear and present danger. Dead, dying, or diseased trees and ground cover, or trees and ground cover which present a fire hazard, may also be removed.

ARTICLE 7

INSURANCE; CASUALTY LOSSES; CONDEMNATION

Section 7.1. Insurance Coverage. The Association shall, subject to change by Association Actions, maintain at all times as an Association expense a policy or policies and bonds written by companies licensed to do business in Washington providing:

7.1.1. Insurance against loss or damage by fire and other hazards covered by the standard extended coverage endorsement in an amount as near as practicable to the full insurable replacement value (without deduction for depreciation) of the Common Areas, with the Association named as insured as trustee for the benefit of Owners and Mortgagees as their interests appear.

7.1.2. General comprehensive liability insurance insuring the Association, the Owners, and Declarant against any liability to the public or to the Owners and their guests, invitees, licensees, or tenants, incident to the ownership or use of the Common Areas.

7.1.3. Worker's compensation insurance to the extent required by applicable laws.

7.1.4. Fidelity coverage naming the Association as an obligee to protect against dishonest acts by the Board,

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Association officers, committees, managers, and employees of any of them, and all others who are responsible for handling Association funds, in an amount equal to three months general assessments on all Lots, including reserves.

7.1.5. Such other insurance as the Association deems advisable; provided, that notwithstanding any other provisions herein, the Association shall continuously maintain in effect casualty, flood, and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for similar projects established by Federal National Mortgage Association, Governmental National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Authority, and Veterans Administration, so long as any of them is a Mortgagee or Owner, except to the extent such coverage is not available or has been waived in writing by such agencies.

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Section 7.2. Casualty Losses. In the event of substantial damage to or destruction of any of the Common Areas, the Association shall give prompt written notice of such damage or destruction to the Owners and to the holders of all First Mortgages. Insurance proceeds for damage or destruction to any part of the Common Areas shall be paid to the Association as a trustee for the Owners, or its authorized representative, including an insurance trustee, which shall segregate such proceeds from other funds of the Association.

Section 7.3. Condemnation. In the event any part of the Common Areas is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, the Association shall give prompt notice of any such proceeding or proposed acquisition to the Owners and to the holders of all First Mortgages who have requested from the Association notification of any such proceeding or proposed acquisition. All compensation, damages, or other proceeds therefrom, shall be shall be payable to the Association.

ARTICLE 8

ENFORCEMENT

Section 8.1. Right to Enforce. The Association, Declarant, or any Owner, shall have the right to enforce, by any appropriate proceeding at law or in equity, all covenants, conditions, restrictions, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure or forbearance by any person or entity so entitled to enforce the

provisions of this Declaration to pursue enforcement shall in no event be deemed a waiver of the right to do so thereafter.

Section 8.2. Remedies Cumulative. Remedies provided by this Declaration are in addition to, cumulative with, and are not in lieu of, other remedies provided by law. There shall be, and there is hereby created, a conclusive presumption that any breach or attempted breach of the covenants, conditions, and restrictions herein cannot be adequately remedied by an action at law or exclusively by recovery of damages.

Section 8.3. Covenants Running with the Land. The covenants, conditions, restrictions, liens, easements, enjoyment rights, and other provisions contained herein are intended to and shall run with the land and shall be binding upon all persons purchasing, leasing, subleasing, or otherwise occupying any portion of Vnemont Meadows, their heirs, executors, administrators, successors, grantees, and assigns. All instruments granting or conveying any interest in any Lot shall be subject to this Declaration.

ARTICLE 9

AMENDMENT AND REVOCATION

Section 9.1. Amendment by Declarant or Association. Declarant may, on its sole signature, during the Development Period, amend this Declaration, and record one or more Supplementary Declarations to extend the provisions of this Declaration to additional Phases which consist of adjacent real property owned by Declarant, its successors or assigns. Upon the recording of a Supplementary Declaration, the Governing Documents shall immediately become applicable to the real property described therein. This Declaration may also be amended at any time by an instrument executed by the Association for and on behalf of the Owners, provided, however, that such amendments shall have received the prior approval of a vote of the Owners having 60 percent of the total outstanding votes in the Association; and provided, further, that no such amendment shall be valid during the Development Period without the prior written consent of the Declarant. Notwithstanding any of the foregoing, the prior written approval of 51 percent of all Mortgagees who have requested from the Association notification of amendments shall be required for any material amendment to the Declaration or the Association's Bylaws of any of the following: voting rights; assessments, assessment liens, and subordination of such liens; reserves for maintenance, repair, and replacement of Common Areas; insurance or fidelity bonds; responsibility for maintenance and repair; reallocation of interest in the Common

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Areas; leasing of Lots other than as set forth herein; imposition of any restrictions on the right of an Owner to sell or transfer his Lot; a decision by the Association to establish self-management when professional management had been required previously by an eligible Mortgagee; any action to terminate the legal status of the Vuemont Meadows Association after substantial destruction or condemnation occurs; or any provisions which are for the express benefit of Mortgagees or eligible insurers or guarantors of First Mortgages.

Section 9.2. Effective Date. Amendments shall take effect only upon recording with the King County Department of Records and Elections or any successor recording office.

ARTICLE 10

GENERAL PROVISIONS

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Section 10.1 Taxes. Each Owner shall pay without abatement, deduction, or offset, all real and personal property taxes, general and special assessments, including local improvement assessments, and other charges of every description levied on or assessed against his Lot, or personal property located on or in the Lot. The Association shall likewise pay without abatement, deduction, or offset, all of the foregoing taxes, assessments, and charges levied or assessed against the Common Areas.

Section 10.2. Non-Waiver. No waiver of any breach of this Declaration shall constitute a waiver of any other breach, whether of the same or any other covenant, condition, or restriction.

Section 10.3. Attorneys' Fees. In the event of a suit or action to enforce any provision of this Declaration or to collect any money due hereunder or to foreclose a lien, the unsuccessful party in such suit or action shall pay to the prevailing party all costs and expenses, including title reports, and all attorney's fees that the prevailing party has incurred in connection with the suit or action, in such amounts as the court may deem to be reasonable therein, and also including all costs, expenses, and attorneys' fees incurred in connection with any appeal from the decision of a trial court or any intermediate appellate court.

Section 10.4. No Abandonment of Obligation. No Owner, through his non-use of any Common Area, or by abandonment of his Lot, may avoid or diminish the burdens or obligations imposed by this Declaration.

Section 10.5. Interpretation. The captions of the various articles, sections and paragraphs of this Declaration are for

convenience of use and reference only and do not define, limit, augment, or describe the scope, content or intent of this Declaration or any parts of this Declaration.

Section 10.6. Severability. Invalidation of any one of these covenants, conditions, restrictions, easements, or provisions by judgment or court order shall in no way affect any other of the same, all of which shall remain in full force and effect.

Section 10.7. Notices. All notices, demands, or other communications ("Notices") permitted or required to be given by this Declaration shall be in writing and, if mailed postage prepaid by certified or registered mail, return receipt requested, shall be deemed given three days after the date of mailing thereof, or on the date of actual receipt, if sooner; otherwise, Notices shall be deemed given on the date of actual receipt. Notice to any Owner may be given at any Lot owned by such Owner; provided, however, that an Owner may from time to time by Notice to the Association designate such other place or places or individuals for the receipt of future Notices. If there is more than one Owner of a Lot, Notice to any one such Owner shall be sufficient. The address of Declarant and of the Association shall be given to each Owner at or before the time he becomes an Owner. If the address of Declarant or the Association shall be changed, Notice shall be given to all Owners.

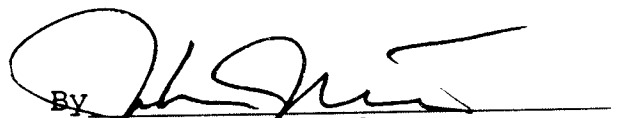
Section 10.8. Applicable Law. This Declaration shall be construed in all respects under the laws of the State of Washington.

In witness whereof, the undersigned declarant has executed this declaration the day and year first above written.

THE ESTATES LIMITED PARTNERSHIP,
a Washington limited partnership

By GENERAL WESTERN I LIMITED PARTNERSHIP,
a Washington limited partnership
Its General Partner

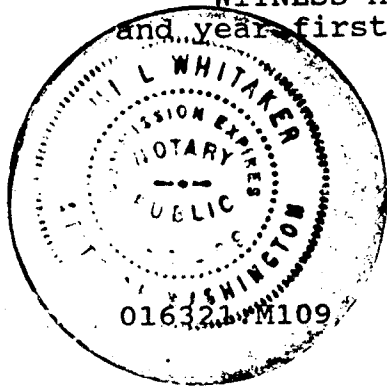
By GENERAL WESTERN CORP.,
a Texas corporation,
Its General Partner

By 
John J. McCarthy
Its President

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 15 day of March, 1988, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared John J. McCarthy, to me known to be President of General Western Corp., the corporation that executed the foregoing instrument as the general partner of General Western I Limited Partnership, the general partner of the Estates Limited Partnership and acknowledged the said instrument to be the free and voluntary act and deed of said limited partnership, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.



Terri L. Whitaker
NOTARY PUBLIC in and for the
State of Washington, residing
at Bellingham, WA
My commission expires 7-8-89.

EXHIBIT "A"

VUEMONT MEADOWS LEGAL DESCRIPTION

Lots 1 through 52 and Tracts A, C, D, E, F and G of that certain City of Bellevue Plat recorded under King County Recording No. 8803020292, Volume 140 of Plats, Pages 74 through 75, being portions of the Northeast Quarter of Section 23, Township 24 North, Range 5 East, W.M. and the Northwest Quarter of Section 24, Township 24 North, Range 5 East, W.M.

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BYLAWS
OF
VUEMONT MEADOWS

ARTICLE I

NAME AND LOCATION

The name of the corporation is Vuemont Meadows Association, hereinafter referred to as the "Association." The principal office of the Association shall be located at General Western Corporation, 9950 Lake Washington Blvd. N.E., Bellevue, Washington 98004, but meetings of the Directors and the members may be held at such places within the State of Washington, County of King, as may be designated by the Board of Directors, as hereafter provided.

ARTICLE II

PURPOSE AND DEFINITIONS

2.1 PURPOSE. The purpose for which the Association is formed is to govern the property known as "Vuemont Meadows" which is described in Exhibit A, attached hereto and by this reference made a part hereof. Vuemont Meadows is subject to the provisions of a Declaration entitled "Declaration of Covenants, Conditions, Restrictions and Easements for Vuemont Meadows" establishing provisions for the ownership and use of property within Vuemont Meadows. Said Declaration of Covenants, Conditions, Restrictions, and Easements for Vuemont Meadows is hereinafter referred to as the "Declaration."

2.2 DEFINITIONS. Unless otherwise specified, all terms shall have the same meaning in these Bylaws as such terms have in the Declaration. The terms "Owners" and "members" as used herein shall be synonymous and shall include Declarant, so long as Declarant is an Owner.

ARTICLE III

MEMBERS AND VOTING RIGHTS

3.1 MEMBERSHIP. Every person or entity who is an Owner shall by reason thereof be a member of the Association. Such membership shall be appurtenant to and held and owned in the same manner as the beneficial fee interest in the Lot to which

it relates. Membership shall not be separated from ownership of the Lot to which it relates; provided, however, that any Owner may delegate his or her rights of membership in the Association and rights of enjoyment in the Common Areas to the members of his or her family.

3.2 VOTING RIGHTS. Every Owner, including Declarant, shall be entitled to cast one vote in the Association for each Lot owned. If a Lot is further subdivided as provided in the Declaration, the Owner of each additional Lot created shall be entitled to one vote in the Association for each Lot owned. A vote shall be appurtenant to and held and owned in the same manner as the beneficial fee interest in the Lot to which it relates. A vote shall not be separated from ownership of the Lot to which it relates. When more than one entity holds the beneficial fee interest in any Lot, the vote therefor shall be cast as the Owners among themselves determine, but in no event shall more than one vote be cast with respect to any Lot; and if the several Owners of a Unit are unable to agree as to the casting of their vote, such vote shall not be counted. When a single entity owns more than one Lot, each vote may be cast separately.

3.3 TRANSFER OF MEMBERSHIP. Except as provided herein, the Association membership of each Owner (including Declarant) shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except upon the transfer of title to the Lot to which it is appurtenant. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

3.4 MORTGAGEE'S RIGHTS DURING FORECLOSURE. During foreclosure of a Mortgage, including any period of redemption, the holder of the Mortgage may exercise any or all of the rights and privileges of the Owner of the encumbered Lot, including but not limited to the right to vote in the Association to the exclusion of the Owner's exercise of such rights and privileges.

3.5 SUSPENSION FOR NONPAYMENT OF ASSESSMENT. If an Owner shall be in arrears in the payment of any assessment due, or shall otherwise be in default of the performance of any terms of the Governing Documents of the Association for a period of thirty (30) days, said Owner's voting rights shall, without the necessity of any further action by the Association, be suspended (except as against foreclosing secured parties) and shall remain suspended until all payments, including interest thereon, are brought current and any other default is remedied. No Owner is relieved of liability for assessments by nonuse of the Common Areas or by abandonment of a Lot.

ARTICLE IV

OWNERSHIP

No member shall have any right, title, or interest in or to the whole or any part of the property or assets of the Association, and no member shall be entitled to either the whole or any part thereof in the event of termination of his or her membership in the Association.

ARTICLE V

MEETINGS OF MEMBERS

5.1 ANNUAL MEETING. An annual meeting of the members shall be held the last ~~Wednesday of March~~ of each year, or upon such other date as the Board of Directors may determine to be advisable, at 7:30 p.m. At the annual meeting, the treasurer of the Association shall present an accounting of the receipts and disbursements of the Association for the preceding fiscal year, including general and special assessments, together with an estimate of assessments for the coming fiscal year. At the first annual meeting held after close of the Development Period, and at each annual meeting thereafter, the members shall also elect the Directors of the Association, as provided in Section 6.3 of these Bylaws. If the election of Directors is not held on the date designated for the annual meeting of the members or any adjournment thereof, the election shall be held at a special meeting of the members as soon thereafter as is practicable.

5.2 SPECIAL MEETINGS. The president or the Board of Directors may call a special meeting of the members for any purpose. A special meeting of the members may also be called by members having at least twenty percent (20%) of the total ownership interest in the Lots, and in the event such is the case, it shall be the duty of the secretary, upon request in writing by such members, to call such a meeting of the membership, to be held at such time and place as the secretary may fix, not less than ten (10) days nor more than fifty (50) days after receipt of such request, and if the secretary shall neglect or refuse to issue such call within five (5) days of such receipt, the members making the request may issue the call, specifying therein the time and place of the meeting.

5.3 PLACE OF MEETINGS. All meetings shall be held at the principal office of the Association or such other place within King County, State of Washington, designated by the Board of

Directors, with first preference given to a convenient place within the Vuemont Meadows community.

5.4 NOTICE OF MEETINGS. Written or printed notice stating the date, place, and hour of the meetings, and in the case of special meetings, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than fifty (50) days before the date of that meeting, either personally or by mail, by or at the direction of the president or secretary or the members calling the meeting, to each member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail addressed to the member at his or her address as it appears in the records of the Association with postage thereon prepaid.

5.5 QUORUM. Members holding fifty (50%) of the votes entitled to be cast at any meeting, represented in person or by proxy, shall constitute a quorum at the members' meeting. The vote of a majority of the votes entitled to be cast by the members present or represented by proxy at a meeting at which a quorum is present shall be necessary for the adoption of any matter voted upon by the members, except as otherwise stated in the Declaration, Articles or these Bylaws. The members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be two-thirds (2/3) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the initial meeting.

5.6 PROXIES. At all members' meetings, a member may vote by proxy, executed in writing by the member or by his or her attorney-in-fact. Such proxies shall be filed with the secretary of the Association before or at the time of the meeting. Unless otherwise provided in the proxy, a proxy shall be invalid after eleven (11) months from the date of its execution.

ARTICLE VI

BOARD OF DIRECTORS

6.1 POWERS. The affairs of the Association shall be managed by a Board of Directors, provided that, during the Development Period, the Declarant shall manage the affairs of the Association on behalf of the Board and shall have all powers of the Board set forth herein or in the Declaration. The Board of Directors shall have all powers and duties necessary for the administration

of the affairs of the Association consistent with the purposes and objects set forth in the Articles of Incorporation, the Declaration and these Bylaws, and pursuant to the laws of the State of Washington.

6.2 NUMBER AND QUALIFICATION. The Board of Directors shall be composed of ~~three~~ ^{five (5)} (3) Directors. During the Development Period Directors need not be members of the Association or residents of the State of Washington, but any Directors elected after termination of the Development Period must be members of the Association. The number of Directors may be increased or decreased to any number not less than three (3), by an amendment to these Bylaws.

6.3 ELECTION AND TERM. During the Development Period, all Directors shall be appointed by Declarant for such term as may be determined by Declarant in its discretion, but not extending beyond the election of the first Board of Directors following termination of the Development Period. At the first annual meeting of members after termination of the Development Period and at each subsequent annual meeting, the members shall elect the full number of Directors, to serve until the next annual meeting of members or until their successors are elected and qualified.

6.4 VACANCY. The Board of Directors shall have the power to fill by appointment any vacancy occurring in the Board and any directorship to be filled by reason of an increase in the number of Directors as a result of amendment of these Bylaws. A Director appointed to fill a vacancy shall be appointed for the unexpired term of his or her predecessor in office.

6.5 REMOVAL. After the Development Period, any Director may be removed from the Board, with or without cause, by the affirmative vote of a majority of the votes entitled to be cast by Owners.

6.6 COMPENSATION. No Director shall receive compensation for any service he or she may render to the Association as Director. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties as Director.

ARTICLE VII

MEETINGS OF BOARD OF DIRECTORS

7.1 ANNUAL MEETINGS. An annual meeting of the Board of Directors shall be held immediately after each annual membership

meeting. Said meeting shall be held at the same place as the membership meeting unless some other place shall be specified by resolution of the membership at such meeting.

7.2 REGULAR MEETINGS. Regular meetings of the Board of Directors may be held at such time and place within King County, State of Washington, as shall be determined from time to time by a majority of the Directors.

7.3 SPECIAL MEETINGS. Special meetings of the Board of Directors may be held at any place, at any time, within King County, State of Washington, whenever called by the president or secretary or any two or more Directors.

7.4 NOTICE OF MEETINGS. No notice of annual meetings of the Board of Directors shall be required. Notice of the time and place of regular meetings and any special meeting shall be given by the secretary or by the persons or persons calling the meeting by mail, telegram, or by personal communication over the telephone or otherwise, at least three (3) days prior to the date on which the meeting is to be held. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except when a Director attends the meeting for the purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted nor the purpose of any meeting of the Board of Directors need be specified in the notice or any waiver of notice of any special meeting.

7.5 QUORUM. A majority of the Board of Directors shall constitute a quorum for the transaction of business. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. At any meeting of the Board of Directors at which a quorum is present, any business may be transacted, and the Board may exercise all of its powers. The Directors present at a duly organized meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough Directors to leave less than a quorum.

ARTICLE VIII

ACTION BY WRITTEN CONSENT

Any action required or permitted by the Articles of Incorporation, the Bylaws, the Declaration, or under the laws of the State of Washington, to be taken at a meeting of the Board of Directors of the Association may be taken without a meeting if a consent in writing, setting forth the action so taken,

shall be signed by all of the Board of Directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote and may be described as such.

ARTICLE IX

WAIVER OF NOTICE

Whenever any notice is required to be given to any Director of the Association by the Articles of Incorporation, Bylaws, or Declaration, or by the laws of the State of Washington, a waiver thereof, in writing signed by the person or persons entitled to such notice, either before or after the time stated therein, shall be equivalent to giving of such notice.

ARTICLE X

OFFICERS AND THEIR DUTIES

10.1 DESIGNATION. The officers of the Association shall consist of a president, one or more vice-presidents, a secretary, a treasurer, and such other officers and assistant officers as may be deemed necessary, each of whom shall be elected annually by the Board of Directors at the annual meeting of Directors immediately following the annual membership meeting. The same person may hold any combination of officer positions except the offices of president and secretary. Any vacancy in an officer position, whether by death, resignation, removal, or otherwise, shall be filled by the Board of Directors for the unexpired portion of the term of his predecessor in office. Any officer may be removed from office by the Board of Directors at any time prior to expiration of his term of office if the Board of Directors determine such removal would be in the best interest of the Association.

10.2 PRESIDENT. The president shall be the principal executive officer of the Association and, subject to the Board's control, shall supervise and control all of the business and affairs of the Association. When present, he shall preside over all members' meetings and over all Board meetings. With the secretary or other officers of the Association authorized by the Board, he may sign deeds, mortgages, bonds, contracts, or other instruments that the Board has authorized to be executed, except when the signing and execution thereof has been expressly delegated by the Board or by these Bylaws to some other officers or in some other manner. In general, he shall perform all duties

incident to the office of president and such other duties as may be prescribed by the Board from time to time.

10.3 VICE PRESIDENT. In the absence of the president or in the event of his death, inability, or refusal to act, the vice president shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. The vice president shall perform such duties as from time to time may be assigned to him by the president or by the Board.

10.4 SECRETARY. The secretary shall: (a) keep the minutes of the members' and Board meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the Association records; (d) keep a register of the post office address of each member as furnished to the secretary by each member; and (e) in general perform all duties incident to the office of the secretary and such other duties as from time to time may be assigned to him by the president or by the Board.

10.5 TREASURER. If required by the Board, the treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board shall determine. The treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies due and payable to the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks trust companies, or other depositories as shall be selected in accordance with the provisions of these Bylaws; prepare an annual budget and statement of income and expenditures to be presented to the members at their regular annual meeting; and in general perform all of the duties incident to the office of treasurer and such other duties as from time to time may be assigned by the president or by the Board.

ARTICLE XI

LOANS PROHIBITED

No loans shall be made by the Association to any officer or Director of the Association.

ARTICLE XII

CONTRACTS, CHECKS, AND DEPOSITS

12.1 CONTRACTS. The Board may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

12.2 CHECKS, DRAFTS, ETC. All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents, of the Association and in such manner as are from time to time determined by the Board.

12.3 DEPOSITS. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board may select.

ARTICLE XIII

FISCAL YEAR

The fiscal year of the Association shall be the twelve (12) month period ending on December 31st.

ARTICLE XIV

NONPROFIT ASSOCIATION

This Association is not organized and incorporated for profit. No member, director, or person from whom the Association may receive any property or funds shall be entitled to receive any pecuniary profit from the operations thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of any director. The foregoing, however, shall neither prevent nor restrict the payment of: (1) reasonable compensation to any member or manager while acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, and (2) reimbursement to any member or director for actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE XV

AMENDMENTS

These Bylaws may be altered, amended, or repealed, and new Bylaws may be adopted by the affirmative vote of the Owners having sixty (60) percent of the total outstanding votes in the Association at any regular or special membership meeting; provided that, during the Development Period Declarant may amend these Bylaws on its sole signature and any amendment of these Bylaws by the membership during the Development Period shall be invalid without the prior written consent of Declarant.

ARTICLE XVI

RULES AND REGULATIONS

16.1 ADOPTION. The Board of Directors may from time to time and subject to the provisions of the Declaration, Articles of Incorporation, and these Bylaws, adopt, amend, and repeal rules and regulations in order to preserve the benefit of Woodland Cove Homeowners Association for all owners, their families, invitees, licensees and lessees, and for guests.

16.2 PROMULGATION. The secretary shall mail a true and correct copy of all rules and regulations or amendments thereto, to each member of the Association as appears on the membership roll of the Association at such member's last known address, and shall enter upon the records of the corporation a certificate of such mailing.

16.3 EFFECTIVE DATE. Any such rule or regulation or amendment thereto adopted by the Board of Directors shall be effective commencing at 12:01 a.m. on the fifth (5th) day following the date of such mailing, unless the Board of Directors in adopting the same shall specify some other effective date.

ARTICLE XVII

RULES OF PROCEDURE

The rules of procedure at the meeting of the Board of Directors of the Association shall be rules contained in the latest revised edition of Roberts' Rules of Order of Parliamentary Procedure, so far as applicable and when not inconsistent with these Bylaws, the Articles of Incorporation, the Declaration, or any resolution of the Board of Directors.

ARTICLE XVIII

CONFLICTS

In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control. In case of any conflict between the Declaration and these Bylaws and the Articles, the Declaration shall control.

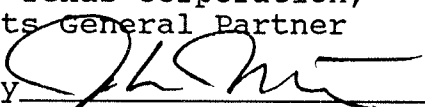
The undersigned, acting on behalf of the Board, as provided in Section 2.6 of the Declaration, hereby adopts the foregoing as the Bylaws of Vuemont Meadows Association this 16th day of MARCH, 1988.

DECLARANT:

THE ESTATES LIMITED PARTNERSHIP,
a Washington limited partnership

By GENERAL WESTERN I LIMITED
PARTNERSHIP, a Washington
limited partnership
Its General Partner.

By GENERAL WESTERN CORP.,
a Texas corporation,
Its General Partner

By 
John J. McCarthy
Its President

SHC/MCC/ceq
070264.M109

EXHIBIT "A"

VUEMONT MEADOWS LEGAL DESCRIPTION

Lots 1 through 52 and Tracts A, C, D, E, F and G of that certain City of Bellevue Plat recorded under King County Recording No. 8803020292, Volume 140 of Plats, Pages 74 through 75, being portions of the Northeast Quarter of Section 23, Township 24 North, Range 5 East, W.M. and the Northwest Quarter of Section 24, Township 24 North, Range 5 East, W.M.

8803161256

8803310336

VUEMONT MEADOWS ASSOCIATION

CONSENT IN LIEU OF ANNUAL MEETING OF DIRECTORS

Pursuant to the Washington Business Corporation Act, the undersigned, being all of the directors of Vuemont Meadows Association, a Washington corporation (the "Company"), by this instrument in lieu of an annual meeting of the Board of Directors of the Company, consent to the adoption of the following resolution:

RESOLVED, that the following officers are elected to serve until the next annual meeting of directors and until their respective successors are elected and qualified or until they resign or are removed:

President John J. McCarthy

Vice President Suzan McCarthy

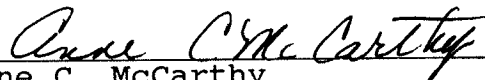
Secretary Anne C. McCarthy

Treasurer Anne C. McCarthy

EXECUTED as of the 29th day of March, 1989.



John J. McCarthy



Anne C. McCarthy



Suzan McCarthy

081951.D407

Board of Directors Consent

VUEMONT MEADOWS ASSOCIATION
CONSENT IN LIEU OF ORGANIZATIONAL MEETING
OF BOARD OF DIRECTORS

Pursuant to the Washington Non-Profit Corporation Act, the undersigned, being all of the directors named in the Articles of Incorporation of Vueмонт Meadows Association, a Washington non-profit corporation (the "Association"), by this instrument in lieu of an organizational meeting of the Board of Directors of the Association, hereby consent to the adoption of the following resolutions:

RESOLVED, that the Bylaws in the form attached to this Consent as Exhibit A, are hereby approved as the Bylaws of the Association, and the Secretary is directed to file such Bylaws in the minute book of the Association; and

RESOLVED FURTHER, that the following officers are hereby elected to serve until the first annual meeting of directors and until their respective successors are elected and qualified or until they resign or are removed:

President. John J. McCarthy

Vice President Suzan McCarthy

Secretary. Anne C. McCarthy

Treasurer. Anne C. McCarthy

and

RESOLVED FURTHER, that the officers of the Association are authorized to establish, close, and re-establish such banking accounts and other banking relationships as they deem advisable, at any time and from time to time, at such institutions as they select, in their sole discretion; and

RESOLVED FURTHER, that the officers of the Association are authorized to execute, in the name of and on behalf of the Association, any form of

authorization of corporate signatures or signature card required by any such institution in order to establish such accounts and any resolutions set forth in any such form, when so executed, shall be deemed to have been adopted by the Board of Directors of the Association; and

RESOLVED FURTHER, that, until further action of the Board of Directors, John J. McCarthy is authorized and directed to enter into, execute, and deliver, in the name of and on behalf of the Association, any contract, agreement, lease, deed, conveyance or other instrument that he may deem necessary or desirable in connection with the business of the Association; and

RESOLVED FURTHER, that the Secretary of the Association is directed to file a copy of each such executed form in the corporate minute book of the Association; and

RESOLVED FURTHER, that the officers of the Association are authorized and directed to make application for and obtain all licenses, permits, and authorizations required under any laws or regulations affecting the operations of the Association, and to take all steps necessary for the Association to comply with municipal, state, and federal tax laws and applicable state and federal workmen's compensation and industrial insurance laws; and

RESOLVED FURTHER, that the officers of the Association are directed to file all reports and returns required by the office of the Secretary of State of the State of Washington.

EXECUTED as of the 30th day of March, 1988.



John J. McCarthy



Suzan McCarthy



Anne C. McCarthy

BYLAWS
OF
VUEMONT MEADOWS

ARTICLE I

NAME AND LOCATION

The name of the corporation is Vuemont Meadows Association, hereinafter referred to as the "Association." The principal office of the Association shall be located at General Western Corporation, 9950 Lake Washington Blvd. N.E., Bellevue, Washington 98004, but meetings of the Directors and the members may be held at such places within the State of Washington, County of King, as may be designated by the Board of Directors, as hereafter provided.

ARTICLE II

PURPOSE AND DEFINITIONS

2.1 PURPOSE. The purpose for which the Association is formed is to govern the property known as "Vuemont Meadows" which is described in Exhibit A, attached hereto and by this reference made a part hereof. Vuemont Meadows is subject to the provisions of a Declaration entitled "Declaration of Covenants, Conditions, Restrictions and Easements for Vuemont Meadows" establishing provisions for the ownership and use of property within Vuemont Meadows. Said Declaration of Covenants, Conditions, Restrictions, and Easements for Vuemont Meadows is hereinafter referred to as the "Declaration."

2.2 DEFINITIONS. Unless otherwise specified, all terms shall have the same meaning in these Bylaws as such terms have in the Declaration. The terms "Owners" and "members" as used herein shall be synonymous and shall include Declarant, so long as Declarant is an Owner.

ARTICLE III

MEMBERS AND VOTING RIGHTS

3.1 MEMBERSHIP. Every person or entity who is an Owner shall by reason thereof be a member of the Association. Such membership shall be appurtenant to and held and owned in the same manner as the beneficial fee interest in the Lot to which

it relates. Membership shall not be separated from ownership of the Lot to which it relates; provided, however, that any Owner may delegate his or her rights of membership in the Association and rights of enjoyment in the Common Areas to the members of his or her family.

3.2 VOTING RIGHTS. Every Owner, including Declarant, shall be entitled to cast one vote in the Association for each Lot owned. If a Lot is further subdivided as provided in the Declaration, the Owner of each additional Lot created shall be entitled to one vote in the Association for each Lot owned. A vote shall be appurtenant to and held and owned in the same manner as the beneficial fee interest in the Lot to which it relates. A vote shall not be separated from ownership of the Lot to which it relates. When more than one entity holds the beneficial fee interest in any Lot, the vote therefor shall be cast as the Owners among themselves determine, but in no event shall more than one vote be cast with respect to any Lot; and if the several Owners of a Unit are unable to agree as to the casting of their vote, such vote shall not be counted. When a single entity owns more than one Lot, each vote may be cast separately.

3.3 TRANSFER OF MEMBERSHIP. Except as provided herein, the Association membership of each Owner (including Declarant) shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except upon the transfer of title to the Lot to which it is appurtenant. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

3.4 MORTGAGEE'S RIGHTS DURING FORECLOSURE. During foreclosure of a Mortgage, including any period of redemption, the holder of the Mortgage may exercise any or all of the rights and privileges of the Owner of the encumbered Lot, including but not limited to the right to vote in the Association to the exclusion of the Owner's exercise of such rights and privileges.

3.5 SUSPENSION FOR NONPAYMENT OF ASSESSMENT. If an Owner shall be in arrears in the payment of any assessment due, or shall otherwise be in default of the performance of any terms of the Governing Documents of the Association for a period of thirty (30) days, said Owner's voting rights shall, without the necessity of any further action by the Association, be suspended (except as against foreclosing secured parties) and shall remain suspended until all payments, including interest thereon, are brought current and any other default is remedied. No Owner is relieved of liability for assessments by nonuse of the Common Areas or by abandonment of a Lot.

ARTICLE IV

OWNERSHIP

No member shall have any right, title, or interest in or to the whole or any part of the property or assets of the Association, and no member shall be entitled to either the whole or any part thereof in the event of termination of his or her membership in the Association.

ARTICLE V

MEETINGS OF MEMBERS

5.1 ANNUAL MEETING. An annual meeting of the members shall be held the last Wednesday of March of each year, or upon such other date as the Board of Directors may determine to be advisable, at 7:30 p.m. At the annual meeting, the treasurer of the Association shall present an accounting of the receipts and disbursements of the Association for the preceding fiscal year, including general and special assessments, together with an estimate of assessments for the coming fiscal year. At the first annual meeting held after close of the Development Period, and at each annual meeting thereafter, the members shall also elect the Directors of the Association, as provided in Section 6.3 of these Bylaws. If the election of Directors is not held on the date designated for the annual meeting of the members or any adjournment thereof, the election shall be held at a special meeting of the members as soon thereafter as is practicable.

5.2 SPECIAL MEETINGS. The president or the Board of Directors may call a special meeting of the members for any purpose. A special meeting of the members may also be called by members having at least twenty percent (20%) of the total ownership interest in the Lots, and in the event such is the case, it shall be the duty of the secretary, upon request in writing by such members, to call such a meeting of the membership, to be held at such time and place as the secretary may fix, not less than ten (10) days nor more than fifty (50) days after receipt of such request, and if the secretary shall neglect or refuse to issue such call within five (5) days of such receipt, the members making the request may issue the call, specifying therein the time and place of the meeting.

5.3 PLACE OF MEETINGS. All meetings shall be held at the principal office of the Association or such other place within King County, State of Washington, designated by the Board of

Directors, with first preference given to a convenient place within the Vuemont Meadows community.

5.4 NOTICE OF MEETINGS. Written or printed notice stating the date, place, and hour of the meetings, and in the case of special meetings, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than fifty (50) days before the date of that meeting, either personally or by mail, by or at the direction of the president or secretary or the members calling the meeting, to each member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail addressed to the member at his or her address as it appears in the records of the Association with postage thereon prepaid.

5.5 QUORUM. Members holding fifty (50%) of the votes entitled to be cast at any meeting, represented in person or by proxy, shall constitute a quorum at the members' meeting. The vote of a majority of the votes entitled to be cast by the members present or represented by proxy at a meeting at which a quorum is present shall be necessary for the adoption of any matter voted upon by the members, except as otherwise stated in the Declaration, Articles or these Bylaws. The members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be two-thirds (2/3) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the initial meeting.

5.6 PROXIES. At all members' meetings, a member may vote by proxy, executed in writing by the member or by his or her attorney-in-fact. Such proxies shall be filed with the secretary of the Association before or at the time of the meeting. Unless otherwise provided in the proxy, a proxy shall be invalid after eleven (11) months from the date of its execution.

ARTICLE VI

BOARD OF DIRECTORS

6.1 POWERS. The affairs of the Association shall be managed by a Board of Directors, provided that, during the Development Period, the Declarant shall manage the affairs of the Association on behalf of the Board and shall have all powers of the Board set forth herein or in the Declaration. The Board of Directors shall have all powers and duties necessary for the administration

of the affairs of the Association consistent with the purposes and objects set forth in the Articles of Incorporation, the Declaration and these Bylaws, and pursuant to the laws of the State of Washington.

6.2 NUMBER AND QUALIFICATION. The Board of Directors shall be composed of ~~three~~ (3) Directors. During the Development Period Directors need not be members of the Association or residents of the State of Washington, but any Directors elected after termination of the Development Period must be members of the Association. The number of Directors may be increased or decreased to any number not less than three (3), by an amendment to these Bylaws.

6.3 ELECTION AND TERM. During the Development Period, all Directors shall be appointed by Declarant for such term as may be determined by Declarant in its discretion, but not extending beyond the election of the first Board of Directors following termination of the Development Period. At the first annual meeting of members after termination of the Development Period and at each subsequent annual meeting, the members shall elect the full number of Directors, to serve until the next annual meeting of members or until their successors are elected and qualified.

6.4 VACANCY. The Board of Directors shall have the power to fill by appointment any vacancy occurring in the Board and any directorship to be filled by reason of an increase in the number of Directors as a result of amendment of these Bylaws. A Director appointed to fill a vacancy shall be appointed for the unexpired term of his or her predecessor in office.

6.5 REMOVAL. After the Development Period, any Director may be removed from the Board, with or without cause, by the affirmative vote of a majority of the votes entitled to be cast by Owners.

6.6 COMPENSATION. No Director shall receive compensation for any service he or she may render to the Association as Director. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties as Director.

ARTICLE VII

MEETINGS OF BOARD OF DIRECTORS

7.1 ANNUAL MEETINGS. An annual meeting of the Board of Directors shall be held immediately after each annual membership

meeting. Said meeting shall be held at the same place as the membership meeting unless some other place shall be specified by resolution of the membership at such meeting.

7.2 REGULAR MEETINGS. Regular meetings of the Board of Directors may be held at such time and place within King County, State of Washington, as shall be determined from time to time by a majority of the Directors.

7.3 SPECIAL MEETINGS. Special meetings of the Board of Directors may be held at any place, at any time, within King County, State of Washington, whenever called by the president or secretary or any two or more Directors.

7.4 NOTICE OF MEETINGS. No notice of annual meetings of the Board of Directors shall be required. Notice of the time and place of regular meetings and any special meeting shall be given by the secretary or by the persons or persons calling the meeting by mail, telegram, or by personal communication over the telephone or otherwise, at least three (3) days prior to the date on which the meeting is to be held. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except when a Director attends the meeting for the purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted nor the purpose of any meeting of the Board of Directors need be specified in the notice or any waiver of notice of any special meeting.

7.5 QUORUM. A majority of the Board of Directors shall constitute a quorum for the transaction of business. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. At any meeting of the Board of Directors at which a quorum is present, any business may be transacted, and the Board may exercise all of its powers. The Directors present at a duly organized meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough Directors to leave less than a quorum.

ARTICLE VIII

ACTION BY WRITTEN CONSENT

Any action required or permitted by the Articles of Incorporation, the Bylaws, the Declaration, or under the laws of the State of Washington, to be taken at a meeting of the Board of Directors of the Association may be taken without a meeting if a consent in writing, setting forth the action so taken,

shall be signed by all of the Board of Directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote and may be described as such.

ARTICLE IX

WAIVER OF NOTICE

Whenever any notice is required to be given to any Director of the Association by the Articles of Incorporation, Bylaws, or Declaration, or by the laws of the State of Washington, a waiver thereof, in writing signed by the person or persons entitled to such notice, either before or after the time stated therein, shall be equivalent to giving of such notice.

ARTICLE X

OFFICERS AND THEIR DUTIES

10.1 DESIGNATION. The officers of the Association shall consist of a president, one or more vice-presidents, a secretary, a treasurer, and such other officers and assistant officers as may be deemed necessary, each of whom shall be elected annually by the Board of Directors at the annual meeting of Directors immediately following the annual membership meeting. The same person may hold any combination of officer positions except the offices of president and secretary. Any vacancy in an officer position, whether by death, resignation, removal, or otherwise, shall be filled by the Board of Directors for the unexpired portion of the term of his predecessor in office. Any officer may be removed from office by the Board of Directors at any time prior to expiration of his term of office if the Board of Directors determine such removal would be in the best interest of the Association.

10.2 PRESIDENT. The president shall be the principal executive officer of the Association and, subject to the Board's control, shall supervise and control all of the business and affairs of the Association. When present, he shall preside over all members' meetings and over all Board meetings. With the secretary or other officers of the Association authorized by the Board, he may sign deeds, mortgages, bonds, contracts, or other instruments that the Board has authorized to be executed, except when the signing and execution thereof has been expressly delegated by the Board or by these Bylaws to some other officers or in some other manner. In general, he shall perform all duties

incident to the office of president and such other duties as may be prescribed by the Board from time to time.

10.3 VICE PRESIDENT. In the absence of the president or in the event of his death, inability, or refusal to act, the vice president shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. The vice president shall perform such duties as from time to time may be assigned to him by the president or by the Board.

10.4 SECRETARY. The secretary shall: (a) keep the minutes of the members' and Board meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the Association records; (d) keep a register of the post office address of each member as furnished to the secretary by each member; and (e) in general perform all duties incident to the office of the secretary and such other duties as from time to time may be assigned to him by the president or by the Board.

10.5 TREASURER. If required by the Board, the treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board shall determine. The treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies due and payable to the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks trust companies, or other depositories as shall be selected in accordance with the provisions of these Bylaws; prepare an annual budget and statement of income and expenditures to be presented to the members at their regular annual meeting; and in general perform all of the duties incident to the office of treasurer and such other duties as from time to time may be assigned by the president or by the Board.

ARTICLE XI

LOANS PROHIBITED

No loans shall be made by the Association to any officer or Director of the Association.

ARTICLE XII

CONTRACTS, CHECKS, AND DEPOSITS

12.1 CONTRACTS. The Board may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

12.2 CHECKS, DRAFTS, ETC. All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents, of the Association and in such manner as are from time to time determined by the Board.

12.3 DEPOSITS. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board may select.

ARTICLE XIII

FISCAL YEAR

The fiscal year of the Association shall be the twelve (12) month period ending on December 31st.

ARTICLE XIV

NONPROFIT ASSOCIATION

This Association is not organized and incorporated for profit. No member, director, or person from whom the Association may receive any property or funds shall be entitled to receive any pecuniary profit from the operations thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of any director. The foregoing, however, shall neither prevent nor restrict the payment of: (1) reasonable compensation to any member or manager while acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, and (2) reimbursement to any member or director for actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE XV

AMENDMENTS

These Bylaws may be altered, amended, or repealed, and new Bylaws may be adopted by the affirmative vote of the Owners having sixty (60) percent of the total outstanding votes in the Association at any regular or special membership meeting; provided that, during the Development Period Declarant may amend these Bylaws on its sole signature and any amendment of these Bylaws by the membership during the Development Period shall be invalid without the prior written consent of Declarant.

ARTICLE XVI

RULES AND REGULATIONS

16.1 ADOPTION. The Board of Directors may from time to time and subject to the provisions of the Declaration, Articles of Incorporation, and these Bylaws, adopt, amend, and repeal rules and regulations in order to preserve the benefit of Woodland Cove Homeowners Association for all owners, their families, invitees, licensees and lessees, and for guests.

16.2 PROMULGATION. The secretary shall mail a true and correct copy of all rules and regulations or amendments thereto, to each member of the Association as appears on the membership roll of the Association at such member's last known address, and shall enter upon the records of the corporation a certificate of such mailing.

16.3 EFFECTIVE DATE. Any such rule or regulation or amendment thereto adopted by the Board of Directors shall be effective commencing at 12:01 a.m. on the fifth (5th) day following the date of such mailing, unless the Board of Directors in adopting the same shall specify some other effective date.

ARTICLE XVII

RULES OF PROCEDURE

The rules of procedure at the meeting of the Board of Directors of the Association shall be rules contained in the latest revised edition of Roberts' Rules of Order of Parliamentary Procedure, so far as applicable and when not inconsistent with these Bylaws, the Articles of Incorporation, the Declaration, or any resolution of the Board of Directors.

ARTICLE XVIII

CONFLICTS

In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control. In case of any conflict between the Declaration and these Bylaws and the Articles, the Declaration shall control.


The undersigned, acting on behalf of the Board, as provided in Section 2.6 of the Declaration, hereby adopts the foregoing as the Bylaws of Vuemont Meadows Association this 16th day of MARCH, 1988.

DECLARANT:

THE ESTATES LIMITED PARTNERSHIP,
a Washington limited partnership

By GENERAL WESTERN I LIMITED
PARTNERSHIP, a Washington
limited partnership
Its General Partner.

By GENERAL WESTERN CORP.,
a Texas corporation,
Its General Partner

By 
John J. McCarthy
Its President

SHC/MCC/ceq
070264.M109

EXHIBIT "A"

VUEMONT MEADOWS LEGAL DESCRIPTION

Lots 1 through 52 and Tracts A, C, D, E, F and G of that certain City of Bellevue Plat recorded under King County Recording No. 8803020292, Volume 140 of Plats, Pages 74 through 75, being portions of the Northeast Quarter of Section 23, Township 24 North, Range 5 East, W.M. and the Northwest Quarter of Section 24, Township 24 North, Range 5 East, W.M.

8803161256

8803310336

MINUTES OF
ANNUAL MEETING OF MEMBERS
OF
VUEMONT MEADOWS ASSOCIATION

An annual meeting of the members of Vuemont Meadows Association, a Washington non-profit corporation (the "Association"), was held at Newport High School on February 22, 1990, at 7:30 p.m., pursuant to notice duly given to each of the members entitled to vote at the meeting. A list of the members present at the meeting is attached. Also present were John J. McCarthy, President of the Association, and Suzan F. McCarthy, Vice President of the Association. John J. McCarthy acted as Chairman of the meeting and Suzan F. McCarthy acted as Secretary for the meeting.

A copy of the Notice of Meeting was presented, and Suzan McCarthy confirmed that the Notice had been mailed in accordance with the By-laws of the Association. Suzan McCarthy was asked to file the Notice of Meeting with the minutes of this meeting.

The Chairman declared that the quorum necessary for the transaction of business was represented at the meeting, either in person or by proxy, and called the meeting to order.

The meeting was then declared open for new business. Discussion ensued about the desire of the developer of Vuemont Meadows to place the Association under the supervision and control of the members. For that purpose, the following persons were

Members Special Meeting

nominated and elected by majority vote of the members to serve as directors of the Association until the next annual meeting of members and until their successors are elected and qualified:

Douglas Gibbons
16625 SE 49th Street
Bellevue, WA 98004

Pete Rosenow
16525 SE 49th Street
Bellevue, WA 98006

Ronald Erb
4880 - 167th Avenue SE
Bellevue, WA 98006

Thomas Trumble
16642 SE 50th Place
Bellevue, WA 98004

Brad Heintz
16678 SE 50th Place
Bellevue, WA 98004

It was then recommended that the By-laws of the Association be amended so that the Board of Directors be composed of five members of the Association. After discussion, upon motion duly made and seconded, the following resolution was adopted by the requisite number of members, and approved by the Declarant:

RESOLVED, that Section 6.2 of Article VI of the By-Laws of the Association is hereby amended to read as follows:

"6.2 NUMBER AND QUALIFICATION.
The Board shall be composed of five (5) directors, each of whom shall be a member of the Association. The number of directors may be changed from time to time by an amendment to these By-Laws, but no decrease shall have the effect of shortening the term of any incumbent director or reducing the

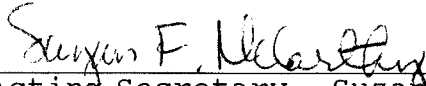
number of Directors to a number less than three (3). Each director shall hold office until the next annual meeting of members and until his or her successor has been elected and qualified, or until he or she resigns or is removed.

It was then recommended that the By-laws of the Association be amended so that the annual meeting of the members be held on the third Thursday of February of each year. After discussion, upon motion duly made and seconded, the following resolution was adopted by the requisite number of members, and approved by the Declarant:


RESOLVED, that Section 5.1 of Article V of the By-laws of the Association is hereby amended to read as follows:

"5.1 ANNUAL MEETING. An annual meeting of the members shall be held on the third Thursday of February of each year, or upon such other date Board of Directors may determine to be advisable, at 7:30 p.m. At the annual meeting, the Treasurer of the Association shall present an accounting of the receipts and disbursements of the Association for the proceeding fiscal year, including general and special assessments, together with an estimate of assessments for the coming fiscal year. At the first annual meeting held after close of the Development Period, and at each annual meeting thereafter, the members shall also elect the Directors of the Association, as provided in Section 6.3 of these By-laws. If the election of Directors is not held on the dated designated for the annual meeting of the members or any adjournment thereof, the election shall be held at a special meeting of the members as soon thereafter as is practicable.

There being no further business to come before the meeting, the meeting was adjourned.


Acting Secretary - Suzan F. McCarthy

Correct:


John J. McCarthy, President

SECRETARY of STATE



ANNUAL REPORT MUST BE RETURNED BY JULY 1, 1992.
FAILURE TO DO SO WILL RESULT IN DISSOLUTION/REVOCAION.
NONPROFIT CORPORATION DELINQUENCY NOTICE

Filing Fee - \$10.00

RETURN TO: CORPORATIONS DIVISION
505 E. UNION, 2ND FLOOR
P.O. BOX 40234
OLYMPIA, WA 98504-0234

TRANS LOF	AMOUNT REC'D	DATE REC'D	BY
--------------	--------------	------------	----

ACCOUNT #: 2-398290-3

UNIFIED BUSINESS IDENTIFIER #: 601 077 609

CORPORATE NAME, REGISTERED AGENT/OFFICE ADDRESS:
YUEMONT MEADOWS ASSOCIATION

STATE OF INCORPORATION: WA

% HILLIS CLARK MARTIN ET AL
500 GALLAND BUILDING
1221 SECOND AVENUE
SEATTLE WA 98101-2925

INC./QUAL. DATE: 03-29-1988

PLEASE COMPLETE ALL SECTIONS. PLEASE TYPE OR PRINT LEGIBLY.

SECTION ONE

If registered agent or address printed above has changed, complete this section. These actions must have been authorized by the Board of Directors.

NEW REGISTERED
OFFICE ADDRESS

NEW REGISTERED
AGENT'S NAME

Street address -- a P.O. box alone cannot be accepted as a registered office address

City State Zip

EFFECTIVE DATE NEW AGENT'S SIGNATURE (X)

SECTION TWO

ADDRESS OF PRINCIPAL PLACE
OF BUSINESS IN WASHINGTON 16789 S.E. 49th Street; Bellevue, WA 98006

TELEPHONE NUMBER OF CORPORATION (206) 746-4520

ADDRESS OF FOREIGN CORPORATION'S
PRINCIPAL OFFICE WHEREVER LOCATED N/A

List names and addresses of officers, directors, or equivalent. "Same" "No Change" or "N/A" will not be accepted.

	Name	Address	City	State	Zip
PRESIDENT & Director	Peter DeLuca, Jr.	16789 S.E. 49th St.	Bellevue	WA	98006
V. PRESIDENT & Director	Dave Kerley	16548 S.E. 49th St.	Bellevue	WA	98006
SECRETARY & Director	Dana Booth	16770 S.E. 49th St.	Bellevue	WA	98006
TREASURER	Rita Lin	16763 S.E. 49th St.	Bellevue	WA	98006
Additional	Larry Feinstein	5032 - 156th Place S.E.	Bellevue	WA	98006
DIRECTORS	Dave Townsend	16579 S.E. 49th St.	Bellevue	WA	98006

SECTION THREE

Briefly describe the affairs the corporation is conducting in the state of Washington Homeowners association; ownership and maintenance of common areas

Do the affairs listed above differ from those recorded with the Office of the Secretary of State? YES ☐ NO ☒

If indicated "Yes", what is the nature of and the reason for the change?

(Corporation may be required to file an amendment to its articles of incorporation if changes are extensive)

SECTION FOUR

Is the corporation a non-stock, nonprofit corporation incorporated under Chapter 24.03 RCW? YES ☒ NO ☐ UNKNOWN ☐

SECRETARY of STATE



1991 NONPROFIT CORPORATION ANNUAL REPORT

Filing Fee -- \$5.00

RETURN TO: CORPORATIONS DIVISION
505 E. UNION
PM-21
OLYMPIA, WA 98504-0419

TRANS LOF	AMOUNT REC'D	DATE REC'D	BY

NAME OF REGISTERED AGENT:
HILLIS CLARK MARTIN & PETERSON

CORPORATION ACCOUNT #: 2-398290-3

UNIFIED BUSINESS IDENTIFIER #: 601 077 609

CORPORATION NAME AND REGISTERED OFFICE ADDRESS:

STATE OF INCORPORATION: WA

VUEMONT MEADOWS ASSOCIATION
% HILLIS CLARK MARTIN ET AL
500 GALLAND BUILDING
1221 SECOND AVENUE
SEATTLE WA 98101-2925

ANNUAL REPORT MUST BE COMPLETED AND FILED BY MARCH 1st. FAILURE TO DO SO MAY RESULT IN DISSOLUTION/REVOCATION.
PLEASE COMPLETE ALL SECTIONS. PLEASE TYPE OR PRINT LEGIBLY.

SECTION ONE

If registered agent or address printed above has changed, complete this section. These actions must have been authorized by the Board of Directors.

NEW REGISTERED
OFFICE ADDRESS _____
(A Post Office box alone cannot be accepted as a registered office address)

NEW REGISTERED
AGENT'S NAME _____

EFFECTIVE DATE _____ NEW AGENT'S SIGNATURE (X) _____

SECTION TWO

ADDRESS OF PRINCIPAL PLACE
OF BUSINESS IN WASHINGTON ~~16325 SE 49TH ST~~ 4880 167TH AVE SE
BELLEVUE WA 98006

T PHONE NUMBER OF CORPORATION (206) 746-7513

ADDRESS OF FOREIGN CORPORATION'S
PRINCIPAL OFFICE WHEREVER LOCATED _____

List names and addresses of officers and directors. (If not applicable, write "N/A"). "Same" or "no change" will not be accepted.

	Name	Address	City	State	Zip
PRESIDENT	RON ERB	4880 167TH AVE SE	BELLEVUE	WA	98006
V. PRESIDENT	TOM TRUMBUE	16642 SE 50TH PL	BELLEVUE	WA	98006
SECRETARY	PETE ROSENOW	16525 SE 49TH ST	BELLEVUE	WA	98006
TREASURER					
DIRECTORS	DOUG GIBBONS	16625 SE 49TH ST	BELLEVUE	WA	98006
(Attach list, if needed)	BRAO HEINTZ	16678 SE 50TH PL	BELLEVUE	WA	98006

SECTION THREE

Briefly describe the affairs the corporation is conducting in the state of Washington NEIGHBORHOOD HOMEOWNERS ASSOC.
MAINT OF COMMON GROUNDS ETC.

Do the affairs listed above differ from those recorded with the Office of the Secretary of State? YES ☐ NO ☒

If you indicated "Yes", what is the nature of and the reason for the change? _____

(Corporation may be required to file an amendment to its articles of incorporation if changes are extensive)

SECTION FOUR

Is the corporation a non-stock, nonprofit corporation incorporated under Chapter 24.03 RCW? YES ☐ NO ☐ UNKNOWN ☒

If you indicated "No", you may skip to Section Five

Has the corporation filed an Internal Revenue Service Form 990 with the IRS? YES ☐ NO ☒

NON PROFIT CORPORATION ANNUAL REPORT

MUST BE FILED BETWEEN JAN 1 AND MARCH 1, 1989

COPY

STATE OF WASHINGTON

RALPH MUNRO, SECRETARY OF STATE
505 EAST UNION (PM-21)
OLYMPIA, WA 98504

UBI	TRANS	STATE OF INC.
601 077 609	LOF	WA

FILING FEE \$5.00

AMOUNT REC'D	DATE RECEIVED	BY

CORPORATION NAME

VUEMONT MEADOWS ASSOCIATION

% HILLIS CLARK MARTIN ET AL
500 GALLAND BUILDING
1221 SECOND AVENUE
SEATTLE WA 98101

CORP 2-398290-3

* NAME OF REGISTERED AGENT IN STATE OF WASHINGTON

HILLIS CLARK MARTIN & PETERSON

* REGISTERED OFFICE ADDRESS IN STATE OF WASHINGTON

% HILLIS CLARK MARTIN ET AL
500 GALLAND BUILDING
1221 SECOND AVENUE
SEATTLE WA 98101

THE ANNUAL REPORT MUST BE COMPLETED AND FILED BEFORE MARCH 1ST.
CORPORATIONS FAILING TO FILE THE REPORT WITHIN TIME SPECIFIED SHALL BE DISSOLVED

COMPLETE IF REGISTERED AGENT OR ADDRESS PRINTED ABOVE HAS CHANGED—BELOW ACTIONS AUTHORIZED BY THE BOARD OF DIRECTORS.

NEW REGISTERED OFFICE ADDRESS _____ NEW REGISTERED AGENT'S NAME _____

EFFECTIVE DATE: _____ CONSENT TO APPOINTMENT: ☒ _____

A POST OFFICE BOX ALONE IS NOT ACCEPTABLE UNLESS SHOWN WITH THE PHYSICAL LOCATION IN THE SAME CITY.

ANNUAL REPORT

IMPORTANT — ALL INFORMATION REQUESTED MUST BE ENTERED, INCLUDING FULL ADDRESS AND ZIP CODE. PRINT OR TYPE ALL INFORMATION EXCEPT SIGNATURES.

ADDRESS OF PRINCIPAL PLACE OF BUSINESS IN WASHINGTON 9950 Lake Washington Boulevard
Bellevue, WA 98004

TELEPHONE NUMBER OF CORPORATION (206) 451-2005

BRIEFLY STATE NATURE OF BUSINESS IN WA Own and operate community common areas

LIST NAME AND RESPECTIVE ADDRESS OF CORPORATE OFFICERS AND DIRECTORS—COMPLETE EACH LINE OR WRITE NA IF NONAPPLICABLE

PRESIDENT John J. McCarthy 9950 Lake Washington Blvd. Bellevue, WA 98004

VICE-PRESIDENT Suzan McCarthy 9950 Lake Washington Blvd. Bellevue, WA 98004

SECRETARY Anne C. McCarthy 9950 Lake Washington Blvd. Bellevue, WA 98004

TREASURER Anne C. McCarthy 9950 Lake Washington Blvd. Bellevue, WA 98004

DIRECTORS John J. McCarthy 9950 Lake Washington Blvd. Bellevue, WA 98004

(Attach list of additional directors) Suzan McCarthy 9950 Lake Washington Blvd. Bellevue, WA 98004

Anne C. McCarthy 9950 Lake Washington Blvd. Bellevue, WA 98004

F. SIGN CORPORATIONS ONLY: Enter (a) Address of principal office wherever located and (b) state or country of incorporation:

(a)

(b)

X Suzan McCarthy

VICE PRESIDENT

1/23/89

SIGNATURE OF OFFICER (Pres., V. Pres., Sec. or Treas.)

TITLE

DATE

MAKE CHECKS PAYABLE TO STATE OF WASHINGTON. DO NOT SEND CASH.

Record Date:3/30/2021 4:27 PM

Electronically Recorded King County, WA

When Recorded, Return to:

Attention: Chloe Pietropaolo
Ellis, Li & McKinstry PLLC
1700 Seventh Avenue, Suite 1810
Seattle, WA 98101-1820

Washington State Recorder's Cover Sheet

Document Title: Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for Vuemont Meadows

Grantor: Vuemont Meadows Association, a Washington nonprofit corporation

Grantee: Its Members/The Public

Abbrev. Legal Description: Plat of Vuemont Meadows: Lts 1 - 52 and Tracts A, C, D, E, F and G, City of Bellevue Plat, Rec. No. 8803020292;
Fox Short Plat: Lts 1, 2, and 3, City of Bellevue SP No. PSPS 88-8563, FSP 89-8269, Rec. No. 9011019008; and
Vuemont Meadows North: Lt 5 and Tract A, City of Bellevue BLA-89-4711, Rec. No. 8911279005.

Ref. No. of Related Documents: 8803020291 (Declaration of Covenants);
8803310336 (Amended and Re-Recorded Declaration of Covenants);
9103251137 (Supplementary Declaration of Covenants);
9511140947 (Supplementary Declaration of Covenants); and
20060803001301 (Amendment to the Amended and Re-Recorded Declaration of Covenants).

Assessor's Tax Parcel/Acct Nos.: Plat of Vuemont Meadows: 8965400010, 8965400020, 8965400030, 8965400040, 8965400050, 8965400060, 8965400070, 8965400080, 8965400090, 8965400100, 8965400110, 8965400120, 8965400130, 8965400140, 8965400150,

(Continued on next page)

(Continued from prior page)

8965400170, 8965400180, 8965400190, 8965400200, 8965400210, 8965400220,
8965400230, 8965400240, 8965400250, 8965400260, 8965400270, 8965400280,
8965400290, 8965400300, 8965400310, 8965400320, 8965400330, 8965400340,
8965400350, 8965400360, 8965400370, 8965400380, 8965400390, 8965400400,
8965400410, 2424059139, 8965400430, 8965400440, 8965400450, 8965400460,
8965400470, 8965400480, 8965400490, 8965400500, 8965400510, 8965400520.

Fox Short Plat: 2324059076, 2324059075, 2324059043.

Vuemont Meadows North: 8965410010, 8965410020, 8965410030,
8965410040, 8965410050, 8965410060, 8965410070, 8965410080, 8965410090,
8965410100, 8965410110, 8965410120, 8965410130, 8965410140, 8965410150.

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
AND EASEMENTS FOR VUEMONT MEADOWS

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AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR
VUEMONT MEADOWS

THIS AMENDED AND RESTATED DECLARATION ("Declaration") is made on this 15 day of March 2021, by the undersigned members of the Board of Directors of the Vuemont Meadows Association, on behalf of the owners of certain real property situated in the City of Bellevue, King County, State of Washington, and known as Vuemont Meadows, which property is more specifically described on Exhibit A, which is attached hereto and incorporated herein by this reference.

DESCRIPTION AND PURPOSE OF DECLARATION

- A. This Declaration amends the Amended and Re-Recorded Declaration of Covenants, Conditions, Restrictions, and Easements for Vuemont Meadows dated March 15, 1988 and recorded under King County Recording No. 8803310336 which amended the earlier Declaration of Covenants, Conditions, Restrictions and Easements for Vuemont Meadows recorded under King County Recording No. 8803020291 (Plat of Vuemont Meadows, recorded under King County Recording No. 8803020292, Volume 140 of Plats, Pages 74-75), which was later amended and supplemented by the Supplementary Declaration of Covenants, Conditions, Restrictions, and Easements for Vuemont Meadows recorded under King County Recording No. 9103251137 (Fox Short Plat recorded in Book 76 of Surveys at pages 222-222A under King County Recording No. 9011019008); the Supplementary Declaration of Covenants, Conditions, Restrictions, and Easements for Vuemont Meadows recorded under King County Recording No. 9509190293 (Plat of Vuemont Meadows Div. 2 recorded under King County Recording No. 9411140947, Volume 171 of Plats, Pages 43-46); and the Amendment to the Amended and Re-Recorded Covenants, Conditions and Restrictions of the Plat of Vuemont Meadows dated July 1, 2006 recorded under King County Recording No. 20060803001301.
- B. This Declaration establishes a plan for the private ownership of lots and the buildings constructed thereon, for the dedication of certain areas to the public, and for the beneficial ownership through a nonprofit corporation of certain other land and related easements, hereafter defined and referred to as the "Common Areas". The nonprofit corporation is the Vuemont Meadows Association ("Association"), to which shall be delegated and assigned the duties and powers of maintaining and administering the Common Areas, administering and enforcing these covenants, conditions, and restrictions, and collecting and disbursing the assessments and charges hereinafter created.
- C. Pursuant to the amendment provisions of Section 9.1 of the Declaration, the Association enters into this Declaration for itself and on behalf of the Owners of Vuemont Meadows with prior

approval of the Owners having 60 percent or more of the total outstanding votes in the Association.

NOW, THEREFORE, the Association hereby covenants, agrees, and declares that all of Vuemont Meadows, as defined herein and described in Exhibit A hereto, and the buildings and structures hereafter constructed thereon are, and will be, held, sold, and conveyed subject to and burdened by the following covenants, conditions, restrictions, and easements, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of Vuemont Meadows for the benefit of the Owners thereof, their heirs, successors, grantees, and assigns. All provisions of this Declaration shall be binding upon all parties having or acquiring any right, title, or interest in Vuemont Meadows or any part thereof, and shall inure to the benefit of the Owners thereof and to the benefit of the Association and are intended to be and shall in all respects be regarded as covenants running with the land.

ARTICLE 1 - DEFINITIONS

Section 1.1. "Architectural Control Committee" shall mean and refer to the duly appointed Committee of the Association as further described in Section 2.7 and as sometimes referred to herein as the "Committee."

Section 1.2. "Association" shall mean and refer to the Vuemont Meadows Association, a Washington nonprofit corporation, its successors and assigns.

Section 1.3. "Association Action" shall mean and refer to a written corporate action of the Association in the form either a bylaw or resolution duly passed by either the Board or the Owners.

Section 1.4. "Board" shall mean and refer to the board of directors of the Association.

Section 1.5. "Building Setback Line" shall mean and refer to the various setback requirements designated on the face of the final plat of Vuemont Meadows, beyond which no structures, filling, grading or other obstructions are permitted as set forth in Section 5.2 hereof.

Section 1.6. "Common Areas" shall mean and refer to all easements and Tracts (including, but not limited to Tract G of Vuemont Meadows) and any improvements thereto that are owned by the Association, for the benefit of the Lot Owners, and subjected to this Declaration by an appropriate recording.

Section 1.7. "Declaration" shall mean and refer to this instrument, as the same may be supplemented or amended from time to time.

Section 1.8. "Governing Documents" shall mean and refer to the instruments filed with the secretary of state to create an entity and the instruments governing the internal affairs of the entity, including, but not limited to this Declaration and the Articles of Incorporation, Bylaws, and rules and regulations of the Association, and the rules and procedures of the Architectural Control Committee as any of the foregoing may be amended from time to time.

Section 1.9. "Vuemont Meadows" shall mean and refer to that certain real property known as "Vuemont Meadows Division 1", "Fox Short Plat", and "Plat of Vuemont Meadows North" all of which is legally described on Exhibit A attached hereto.

Section 1.10. "Lot" shall mean and refer to any legally segmented and alienable portion of Vuemont Meadows created through subdivision or any other legal process for dividing land and subjected to this Declaration by an appropriate recording, with the exception of dedicated rights of way and Tracts designated as Common Areas.

Section 1.11. "Mortgage" shall mean and refer to any recorded mortgage or deed of trust encumbering one or more of the Lots. "First Mortgage" shall mean and refer to a Mortgage with priority over other Mortgages. "Mortgagee" shall mean and refer to the holder or beneficiary of any mortgage and shall not be limited to Institutional Mortgagees. As used herein, the term "Institutional Mortgagee" or "Institutional Holder" shall include banks, trust companies, insurance companies, mortgage companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, all corporations, and any agency or department of the United States Government or of any state or municipal government.

Section 1.12. "Native Growth Protection Easement" shall mean and refer to an area in a Lot or Tract so designated on the final plat of Vuemont Meadows in which the removal of trees and significant natural ground cover, as well as the conduct of other activities, are restricted pursuant to the provisions of Article 5 herein.

Section 1.13. "Owners" shall mean and refer to the record owners (whether one or more persons or entities) of a fee interest in any Lot, but excluding Mortgagees or other persons or entities having such interest merely as security for the performance of any obligation. Purchasers or assignees under recorded real estate contracts shall be deemed Owners as against their respective sellers or assignors.

Section 1.14. "Phase" shall mean and refer to any portion of Vuemont Meadows that is subjected to this Declaration from time to time by an appropriate recording, the initial Phase being known as "Vuemont Meadows Division 1", the second Phase being the "Fox Short Plat", and the third Phase being the "Plat of Vuemont Meadows North."

Section 1.15. "Single Family" shall mean and refer to a single housekeeping unit that includes not more than 4 adults who are legally unrelated.

Section 1.16. "Supplementary Declaration" shall mean and refer to any recorded supplement or amendment to this Declaration.

Section 1.17. "Tract" shall mean and refer to any legally segmented and alienable portion of Vuemont Meadows created through subdivision or any other legal process for dividing land and subjected to this Declaration by an appropriate recording, with the exception of Lots and dedicated rights of way.

ARTICLE 2 - VUEMONT MEADOWS ASSOCIATION

Section 2.1. Description of Association. The Association is a nonprofit corporation organized and existing under the Laws of the State of Washington charged with the duties and vested with the powers prescribed by law and set forth in the Governing Documents, as they may be amended from time to time; provided, however, that no Governing Documents other than this Declaration shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

Section 2.2. Association Board. The Board shall manage the Association as provided in this Declaration and the Governing Documents. The Board shall be elected from among the Owners, as provided in the Bylaws of the Association. The Board shall elect officers of the Association from among the Board members, which shall include a president who shall preside over meetings of the Board and meetings of the Association.

Section 2.3. Votes Appurtenant to Lots. Every Owner shall be a member of the Association and shall be entitled to cast one vote in the Association for each Lot owned; excepting the Owner of Lots 15 and 16 that together are entitled to one vote. A vote shall be appurtenant to and held and owned in the same manner as the beneficial fee interest in the Lot to which it relates. A vote shall not be separated from ownership of the Lot to which it relates; provided, however, that when more than one entity holds the beneficial fee interest in any Lot, the vote therefor shall be cast as the Owners among themselves determine, but in no event shall more than one vote be cast with respect to any Lot; and if the several Owners of a Lot are unable to agree as to the casting of their vote, such vote shall not be counted. If a Lot is further subdivided as provided in Section 5.1 hereof, the Owner of each additional Lot created shall be entitled to one vote in the Association for each Lot owned.

Section 2.4. Number of Votes. The total number of outstanding votes in the Association is 69, which includes 51 votes from the Vuemont Meadows Plat, 3 votes from the Fox Short Plat, and 15 votes from the Plat of Vuemont Meadows North.

Section 2.5. Owner's Compliance with Governing Documents. By acceptance of a deed to a Lot, recording of a real estate contract conveying title to a Lot, or any other means of acquisition of an ownership interest, the Owner thereof covenants and agrees, on behalf of himself and his heirs, successors, and assigns, to observe and comply with all terms of the Governing Documents and all rules and regulations duly promulgated pursuant to Association Action.

Section 2.6. Bylaws, Rules and Regulations. The Board on behalf of the Association shall have the power to adopt, modify, and amend rules and regulations governing the use of Vuemont Meadows, provided that such rules and regulations shall not be inconsistent with this Declaration. The rules and regulations shall apply uniformly to all Owners, except as specifically provided herein. The Board shall have the power to enforce the rules and regulations on behalf of the Association and may prescribe penalties for the violation of such rules and regulations, including but not limited to suspension of the right to use the Common Areas or portions thereof. Any such rules and regulations shall become effective 30 days after promulgation and notice shall be provided to all Owners prior to their effective

date. A copy of the rules and regulations then in force shall be retained by the secretary of the Association.

Section 2.7. Architectural Control Committee. The Board shall appoint an Architectural Control Committee of three (3) or more persons. The members of the Committee must be members of the Association. Members of the Committee shall be appointed for three-year terms.

2.7.1. Jurisdiction and Purpose. The Committee shall review proposed plans and specifications for construction of all residences and other structures within Vuemont Meadows, and including any additions, exterior alterations, landscaping, clearing, painting and excavation. The Owner shall submit architectural and landscaping plans and specifications to the Committee for its review. The Committee shall adopt and publish rules and procedures for the review of such plans and specifications. It shall be the obligation of each Owner to be familiar with the rules and procedures of the Committee.

2.7.2. Approval Procedures. A preliminary application for approval must be submitted in writing by the Owner to the Committee at the registered office of the Association. Within fifteen (15) days following receipt of a preliminary application, the Committee shall notify the Owner in writing as to whether the application is complete and, if not, of any additional information that may be required before the Committee can review the application. The application must, in form and substance, comply within the Committee's rules and procedures including the payment of a nonrefundable fee of \$125.00 for purposes of defraying the costs associated with the Committee's review of the preliminary application. This fee may be adjusted from time to time by the Committee in accordance with its rules and procedures. The Committee shall review the application in accordance with the provisions of this Section 2.7 as soon as possible after a complete application has been filed. The decision of a majority of the members of the Committee shall be the decision of the Committee. One copy of approved plans will remain in the Committee's files. All disapproved plans will be returned to the Owner.

2.7.3. Failure of Committee to Take Action. Except as provided in Section 2.7.5 below, in the event that the Committee fails to respond to an Owner's complete and properly submitted application within twenty (20) days after the Committee has notified the Owner that the application is complete, formal written approval will not be required, and the provisions for approval shall be deemed to have been fully complied with.

2.7.4. Committee's Obligation. The Committee, in its deliberations and in the discharge of its obligations hereunder, shall act objectively and fairly in making decisions concerning various plans, specifications, plot plans and landscape plans submitted to it by various Owners for consideration in accordance with the provisions of this Declaration. Further, the determinations of the Committee as to noncompliance shall be in writing, signed by the Committee, and shall set forth in reasonable detail the reason for noncompliance. The Committee may approve, approve with conditions, or disapprove an application or any part thereof. In all cases, the ultimate responsibility for satisfying all local building codes and governmental requirements rests with the Owner. The Committee shall be held harmless from building requirements not complied with.

2.7.5. Exemptions and Variances from Committee Requirements. The Committee may, upon application, grant exemptions and variances from the rules and procedures of the Committee and the requirements of this Declaration when the party requesting such exemption or variance establishes to the satisfaction of the Committee that the improvement or other matters which are desired by the applicant are aesthetically as appealing, suited to climatic conditions, and compatible with the overall character of the development as are similar improvements or matters which conform to the requirements of this Declaration. Requests for an exemption or variance shall be submitted in writing to the Committee and shall contain such information as the Committee shall from time to time require. The Committee shall consider applications for exemption or variance and shall render its decisions within thirty (30) days after notice to the Owner of proper submission. The failure of the Committee to approve an application for an exemption or variance shall constitute disapproval of such application.

2.7.6. Failure of Owner to Comply. Failure of the Owner to comply with the rules and procedures of the Committee or the final application as approved by the Committee shall, at the election of the Association's Board exercised after thirty (30) days' written notice to such owner constitute a violation of this Declaration. In that event, the Board shall be empowered to assess a penalty commensurate with the violation which shall constitute a lien against such Lot, enforceable as provided herein and/or pursue any other remedy at law including, but not limited to, an action for specific performance.

ARTICLE 3 - ASSOCIATION BUDGET, ASSESSMENTS, AND LIENS

Section 3.1. Owner's Covenants to Pay Assessments. By acquisition of any ownership interest in a Lot, the Owner thereof covenants and agrees thereby, on behalf of himself and his heirs, successors, and assigns, to pay the Association, in advance, all general and specific assessments levied as provided herein.

Section 3.2. Association Budget. The Association shall prepare, or cause the preparation of, an operating budget for the Association at least annually, in accordance with generally accepted accounting principles. The operating budget shall set forth all sums required by the Association, as estimated by the Association, to meet its annual costs and expenses, including but not limited to all management and administration costs, operating and maintenance expenses of the Common Areas, and services furnished to or in connection with the Common Areas, including the amount of all taxes and assessments levied against, and the cost of liability and other insurance on, the Common Areas, and including charges for any services furnished by or to the Association; the cost of the Association's responsibility to maintain, repair, and replace the Vuemont Entry Fence as set forth in Section 3.8; the cost of utilities and other services; and the cost of funding all reserves established by the Association. The funds required to meet the Association's annual expenses shall be raised from a general assessment against each Owner as provided hereafter. The Association may revise the operating budget after its preparation at any time and from time to time, as it deems necessary or advisable in order to take into account and defray additional costs and expenses of the Association.

Section 3.3. Levy of General Assessment. In order to meet the costs and expenses projected in its operating budget, the association shall by Association Action determine and levy in advance on every Owner a general assessment. The amount of each Owner's general assessment shall be the amount of the Association's operating budget divided by the sum of the number of Lots. The Association shall make reasonable efforts to determine the amount of the general assessment payable by each Owner for an assessment period of at least 30 days in advance of the beginning of such period and shall at that time prepare a roster of the Owners and the general assessment allocated to each, which shall be open to inspection by any Owner upon reasonable notice to the Association. Notice of the general assessment shall thereupon be sent to each Owner; provided, however, that notification to an Owner of the amount of an assessment shall not be necessary to the validity thereof. The omission by the Association, before the expiration of any assessment period, to fix the amount of the general assessment hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article or a release by any Owner from the obligation to pay the general assessment, or any installment thereof, for that or any subsequent assessment period, but the general assessment fixed for the preceding period shall continue until a new assessment is fixed. Upon any revision by the Association of the operating budget during the assessment period for which such budget was prepared, the Association shall, if necessary, revise the general assessment levied against the Owners and give notice to each Owner.

Section 3.4. Payment of General Assessment. Upon Association Action, installments of general assessments may be collected on a monthly, quarterly, semi-annual, or annual basis. Any Owner may prepay one or more installments on any assessment levied by the Association without penalty.

Section 3.5. Nondiscriminatory assessment. No assessment shall be made at any time which may unreasonably discriminate against any particular Owner or group of Owners in favor of other Owners. However, a special assessment may be made against a particular Owner by a two-thirds majority vote of the Board if, after notice from the Association of failure to maintain such Lot in a condition comparable to the other Lots has been given, the Association elects to expend funds to bring such Owner's Lot up to such comparable standard.

Section 3.6. Commencement of Assessments. Liability of an Owner for assessments shall commence on the first day of the month following the date upon which any instrument of transfer to such Owner becomes operative (such as the date of a deed or the date of a recorded real estate contract for the sale of any Lot or, if earlier, the first day of the calendar month following Owner's occupancy of such Lot). The due dates of any special assessment payments shall be fixed by the Association Action authorizing such special assessment.

Section 3.7. Certificates of Assessment Payment. Upon request, the Board shall furnish written certificates certifying the extent to which assessment payments on a specified Lot are paid and current to the date stated therein. A reasonable charge may be made by the Association for the issuance of such certificate.

Section 3.8. Special Assessments. In addition to the general assessments authorized by this Article, the Association may, by Association Action, levy a special assessment or assessments at any time,

applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, inordinate repair, or replacement of a capital improvement located upon or forming a part of the Common Areas, including necessary fixtures and personal property related thereto, or for such other purpose as the Association may consider appropriate; provided, however, that any such special assessment in excess of \$400 per Lot must have the prior favorable vote of two-thirds of the Owners. The Association is expressly permitted to levy a special assessment or assessments against Lots 1–5, and 7-11 of Vuemont Meadows Division 1, Lot 3 of the Fox Short Plat, and Lots 8 & 9 of the Plat of Vuemont Meadows North as reasonably necessary to maintain, repair, and replace the “Vuemont Entry Fence” located on such lots along 164th Ave SE and SE 49th Street. Provided, however, the special assessment against the applicable Lots improved with the Vuemont Entry Fence is limited to one-half of the total cost of any maintenance, repair, or replacement. The Association, using funds levied through general or special assessments against the remaining Lots, is responsible for the other half of the total cost of any maintenance, repair, or replacement of the Vuemont Entry Fence. Ownership of the Vuemont Entry Fence will remain in the individual Lot Owners, and each Owner will continually insure the segment of the Vuemont Entry Fence located on its Lot, but the necessity of any maintenance, repair, or replacement shall be determined by the Association, in the Association’s reasonable discretion, and the pursuit and supervision of the maintenance, repair, or replacement work shall be the Association’s sole responsibility. Each Owner of the applicable Lots hereby grants the Association and its agents and contractors the right to access each Owner’s Lot for this limited purpose.

Section 3.9. Effect of Nonpayment of Assessment. If any assessment payment is not made in full within 30 days after it was first due and payable, the unpaid amounts shall constitute a lien against the Lot assessed, a late fee shall be assessed in an amount to be determined by the Board, and the total amount due shall bear interest from such due date at a rate set by the Board in its rules and regulations, which shall not exceed the highest rate then permitted by law. By acceptance of a deed to a Lot, recording of a real estate contract therefor, or any other means of acquisition of an ownership interest, and whether or not it shall be so expressed in any such deed or other instrument, each Owner shall be deemed to grant thereby to the Association, its agents and employees the right and power to bring all actions against such Owner personally for the collection of such assessments as a debt, and to enforce the liens created by this Declaration in favor of the Association by foreclosure of the continuing liens in the same form of action as is then provided for the foreclosure of a mortgage on real property. The liens provided for in this Declaration shall be for the benefit of the Association, and the Association shall have the power to bid at any lien foreclosure sale and to acquire, hold, lease, mortgage, and convey the Lot foreclosed against.

Section 3.10. Lien to Secure Payment of Assessments. The Association has the power to create a lien in favor of the Association against each Lot, to secure to the Association the payment to it of all assessments, interest, costs, and attorneys’ fees; and all Lots are perpetually subject to such power of the Association. Such lien shall arise in accordance with the terms of this Declaration without the necessity of any further action by the Association, and any such lien when created, shall be a security interest in the nature of a mortgage in favor of the Association. Such lien shall become a continuing lien in the amount stated in the assessment from the time of the assessment, but expiring pro rata as the assessment payments are made, and shall also be the personal obligation of the person or entity who is

the Owner of the Lot at the time of the assessment. The personal obligation to pay a prior assessment shall not pass to successors in interest unless expressly assumed by them; provided, however, that in the case of a sale or contract for the sale of any Lot which is charged with the payment of an assessment, the person or entity who is the Owner immediately prior to the date of such sale shall be personally liable for the amounts of the monthly installments due prior to said date, and the new Owner shall be personally liable for monthly installments becoming due on or after such date. The foregoing limitation on the duration of the personal obligation of an Owner to pay assessments shall not, however, affect the validity or duration of the continuing lien for unpaid assessments against the respective Lot.

Section 3.11. Suspension for Nonpayment of Assessment. If an Owner shall be in arrears in the payment of any assessment due, or shall otherwise be in default of the performance of any terms of the Governing Documents of the Association for a period of 30 days, said Owner's voting rights shall without the necessity of any further action by the Association, be suspended (except as against foreclosing secured parties) and shall remain suspended until all payments, including interest thereon, are brought current and any other default is remedied. No Owner is relieved of liability for assessments by nonuse of the Common Areas or by abandonment of a Lot.

Section 3.12. Reserves for Replacement. As a common expense, the Association shall establish and maintain a reserve fund for replacement of the Common Areas and any improvements thereon. Such fund shall be deposited with a banking institution. The reserve fund shall be expended only for the purpose of effecting the replacement of the Common Areas and any improvements and community facilities thereon, and to any sidewalks, parking areas, or pathways developed as a part of Vuemont Meadows, equipment replacement, and for operating contingencies of a nonrecurring nature. The Association may establish such other reserves for such other purposes as it may from time to time consider to be necessary or appropriate. The proportional interest of any Owner in any such reserves shall be considered an appurtenance of his Lot and shall not be separately withdrawn, assigned, or transferred from the Lot to which it appertains.

Section 3.13. Certain Areas Exempt. The Tracts and all portions of Vuemont Meadows dedicated to and accepted by the City of Bellevue or other public authority shall be exempt from assessments by the Association.

ARTICLE 4 - SUBORDINATION OF LIENS

Section 4.1. Intent of Provisions. The provisions of this Article 4 apply for the benefit of each Mortgagee who lends money for purposes of construction or to secure the payment of the purchase price of a Lot.

Section 4.2. Mortgagee's Nonliability. The holder of a Mortgage shall not, by reason of its security interest only, be liability for the payment of any assessment or charge, nor for the observance or performance of any covenant or restriction, excepting only those enforceable by equitable relief and not requiring the payment of money, and except as hereafter provided.

Section 4.3. Mortgagee's Rights During Foreclosure. During foreclosure of a Mortgage, including any period of redemption, the holder of the Mortgage may exercise any or all of the rights and privileges of the Owner of the encumbered Lot, including but not limited to the right to vote in the Association to the exclusion of the Owner's exercise of such rights and privileges.

Section 4.4. Mortgagee as Owner. At such time as a Mortgagee shall become the record Owner of the Lot previously encumbered by the Mortgage, the Mortgagee shall be subject to all of the terms and conditions of this Declaration, including the obligation to pay for all assessments and charges in the same manner as any Owner.

Section 4.5. Mortgagee's Title Free and Clear of Liens. A Mortgagee or other secured party acquiring title to a Lot through foreclosure, deed in lieu of foreclosure, or equivalent method, shall acquire title to the encumbered Lot free and clear of any lien authorized by or arising out of the provisions of this Declaration, insofar as such lien secures the payment of any assessment due but unpaid before the final conclusion of any such proceeding, including the expiration date of any period of redemption. The Association may treat any unpaid assessments against a Lot foreclosed against as an expense of the Association pursuant to Section 3.2.

Section 4.6. Survival of Assessment Obligation. After the foreclosure of a security interest in a Lot, any unpaid assessments shall continue to exist and remain as a personal obligation of the Owner against whom the same was levied, and the Association shall use reasonable efforts to collect the same from such Owner.

Section 4.7. Subordination of Assessment Liens. The liens for assessments provided for in this Declaration shall be subordinate to the lien of any first Mortgage or other security interest placed upon a Lot as a construction loan security interest or as a purchase price security interest, and the Association will, upon demand, execute a written subordination document to confirm such priority. The sale or transfer of any Lot or of any interest therein shall not affect the liens provided for in this Declaration except as otherwise specifically provided for herein, and in the case of a transfer of a Lot for purposes of realizing a security interest, liens shall arise against the Lot for any assessment payments coming due after the date of completion of foreclosure.

ARTICLE 5 - USE COVENANTS, CONDITIONS, AND RESTRICTIONS

Section 5.1. Authorized Uses. Lots in Vuemont Meadows shall be used solely for residential purposes and related facilities normally incidental to a residential community. No Lot shall be further subdivided, except as permitted in this Declaration without prior approval conferred by Association Action.

Section 5.2. Approval of Building or Clearing Plans Required. No building, fence, deck, patio, wall, kennel, or other structure shall be commenced, erected, or maintained upon a Lot or any other portion of Vuemont Meadows, nor shall any exterior addition to or change or alteration therein be made, nor shall a Lot be cleared or excavated for use, nor shall any tree of 12 inches or more in diameter on any Lot, measured one foot above ground level, be cut, until after the details and written plans and

specifications showing the nature, kind, shape, height, materials, colors, and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee. Any structure so approved must be completed as to external appearance, including finished staining, within six (6) months after the date construction is commenced unless the Committee elects to grant an extension. Although the Committee shall have full authority to approve or disapprove of any specific proposal, the following restrictions shall apply to Vuemont Meadows in general:

5.2.1 Building Setbacks. No structures, filling, grading or obstruction, including but not limited to decks, patios, outbuildings or overhangs, shall be permitted beyond the Building Setback Lines, or within any drainage easement area as shown on the face of the final plat or within any Native Growth Protection Easement unless otherwise approved by the Committee and by the City of Bellevue. In addition, construction of fencing shall not be permitted within any drainage easement or Native Growth Protection Easement, nor shall clearing or removal of trees or vegetation be permitted therein, unless trees or vegetation represent a threat life or property due to decay or other natural causes, and unless otherwise approved by the Committee and the City of Bellevue.

5.2.2 Building Materials. Each home constructed on a Lot shall be built of new materials except, with approval of the Architectural Control Committee, decorative items such as used brick, weathered planking, and similar items. All visible masonry shall be native stone, brick or stucco. Composition roofs are not permitted, provided, however, the Architectural Control Committee will consider and may allow use of a high dimensional fiberglass composition roof product which meets all of the following criteria: (i) is brown or gray tone colors only. Colors that are specifically prohibited include, but are not limited to white, red, green, blue, purple, orange, and yellow, (ii) has a minimum weight of 480 lbs. per square foot, (iii) has minimum wind UL rating of 110 miles per hour, (iv) has a class A fire rating, (v) is dragon tooth or pumpkin cut, as commonly known in the trade, (vi) has a high definition ridge cap, (vii) is algae resistant, and (viii) has three piece laminated fiberglass construction ("TL"), and meets ASTM D3462, ASTM D3018 type. Aluminum or "T-111" siding and aluminum window frames are not permitted. Types and colors of exterior paint and stain must be submitted to the Committee for approval. The Architectural Control Committee will review each request for approval pursuant to this section on a case-by-case basis. Committee approval of one request will not control the Committee's decision to approve or deny subsequent requests; each decision being independent from all others.

5.2.3 Landscaping. Front yards shall be fully landscaped within twelve (12) months after the date construction of the home commences unless extended by the Committee. Side yards and rear yards shall also be landscaped. No trees outside the building footprint which are greater than twelve (12) inches in diameter when measured one foot above ground shall be cut without the approval of the Committee.

5.2.4 Fences. No fence erected within Vuemont Meadows shall be over six (6) feet in height. No barbed wire, chain link or corrugated fiberglass fences shall be erected on any Lot. Furthermore, fences in the rear yards (as indicated on the plat of Vuemont Meadows) of Lots 18

through 30 shall not exceed four (4) feet in height and no new fences shall be erected in Lots 1 through 6 unless a specific exemption from this restriction is granted by the Architectural Control Committee. The front and side yards of all Lots shall remain unfenced past a point even with the middle of the sides of any home approved for construction upon a Lot. All fences, open and solid, are to meet the standards set by the Committee and must be approved by the Committee prior to construction.

5.2.5. Floor Area. Only one Single Family home shall be permitted on each Lot. Two story or split-level homes shall include no less than 2,500 gross square feet of living space. One story homes shall include no less than 2,200 gross square feet of living space.

5.2.6. Contractor. No home may be constructed on any Lot by other than a contractor licensed as a general contractor under the statutes of the State of Washington without the prior approval of the Architectural Control Committee.

5.2.7. Driveways. All driveways and parking areas shall be paved with material approved by the Architectural Control Committee; provided that all driveway entrance culverts shall be made of concrete pipe.

5.2.8. Yard Lamps. Each Owner shall install and maintain, at the sole expense of such Owner, at least one yard lamp at the driveway entrance to the Lot for the purpose of street and driveway illumination. Said yard lamp shall be between three (3) and five (5) feet in height above the road grade and shall be of a design and installation compatible with the house design. Such lamps shall be kept lighted during all periods of darkness.

Section 5.3. Leasing Restrictions. No Lot may be leased or rented by any party for a period fewer than 30 days, nor shall less than the whole of any Lot be leased or rented. Each lease or rental agreement shall be in writing and shall by its terms provide that it is subject in all respects to the provisions of the Governing Documents. Any failure by a lessee to comply with the terms of the Governing Documents shall be a default under the lease, whether or not it is so expressed therein. Other than the foregoing, there is no restriction on the right of any Owner to lease his Lot.

Section 5.4. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept; provided, however, that dogs, cats, or other conventional household pets may be kept if they are not kept, bred, or maintained for any commercial purposes. No domestic pet may be kept if it is a source of annoyance or a nuisance. The Association shall have the authority to determine whether a particular pet is a nuisance or a source of annoyance, and such determination shall be final and conclusive. Pets shall be registered, licensed, and inoculated from time to time as required by law.

Section 5.5. Commercial Uses. No commercial enterprise, including itinerant vendors, shall be permitted on any Lot; provided, however, that the Association may, by adopting rules and regulations, permit specified home occupations to be conducted if allowed by law and if such occupation will not, in the reasonable judgement of the Association, cause traffic congestion or other disruption of the Vuemont Meadows community; and provided further that no signs or advertising devices of any character shall be permitted.

Section 5.6. Vehicle Storage. No storage of goods, vehicles, boats, trailers, trucks, campers, recreational vehicles or other equipment or device shall be permitted in open view from any Lot, except this shall not exclude temporary (less than 24 hours) parking of vehicles on the designated driveway areas adjacent to garages on the Lots. Upon 48 hours' notice to the owner of an improperly parked or stored vehicle, boat, or other equipment, the Association has authority to have removed at the Owner's expense any such items visible from the street that are parked on any Lot or within the public right-of-way for more than 24 hours.

Section 5.7. Garbage. No garbage, refuse, or rubbish shall be deposited or left in Vuemont Meadows, unless placed in a suitable covered container. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained, and no burning of any trash, refuse, or scrap of any kind shall be permitted.

Section 5.8. Utilities Underground. Except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, telephone, power, or television cable, or similar transmission line shall be installed or maintained above the surface of the ground.

Section 5.9. Mining Prohibited. No portion of Vuemont Meadows shall be used for the purpose of boring, mining, quarrying, or exploring for or removing oil or other hydrocarbons, minerals, gravel, or earth.

Section 5.10. Signs. Except for entrance, street, directional, traffic control, and safety signs, and such promotional signs as may be maintained by the Association, no signs or advertising devices of any character shall be posted or displayed in Vuemont Meadows; provided, however, that one temporary real estate sign not exceeding 6 square feet in area may be erected upon any Lot or attached to any residence placed upon the market for sale or lease. Any such temporary real estate sign shall be removed promptly following the sale or rental of such Lot or residence.

Section 5.11. No Obstruction of Easements. No structure, planting, or other material shall be placed or permitted to remain upon Vuemont Meadows which may damage or interfere with any easement or the installation or maintenance of utilities, or which may unreasonably change, obstruct, or retard direction or flow of any drainage channels. No decorative planting, structure or fence may be maintained within an easement area unless specifically approved by the Architectural Control Committee.

Section 5.12. Antennae. No external shortwave or citizens' band antennae, free standing antenna towers, or satellite reception dishes of any kind shall be permitted Vuemont Meadows. All television and/or FM radio antennae must be physically attached to a structure and must comply with applicable governmental standards and guidelines and any Association rules and regulations.

Section 5.13. Owners' Maintenance Responsibilities. The maintenance, upkeep, and repair of individual Lots and homes shall be the sole responsibility of the individual Owners thereof, and in no way shall it be the responsibility of the Association, its agents, officers or directors. Owners shall maintain their Lots and homes in good repair and in a clean, sightly, and sanitary condition at all times.

Without limitation as to the foregoing, each Owner shall be obligated to keep his Lot and home in a clean, sightly and sanitary condition and maintain the landscaping on his Lot in a healthy and attractive state and in a manner comparable to that on the other Lots in Vuemont Meadows. No storage of firewood shall be permitted in front yards. After thirty (30) days' written notice to an Owner from the Association of such Owner's failure to so maintain his home or Lot, and after approval of a two-thirds majority vote by the Board or other Association committee to which such oversight responsibility shall have been delegated, the Association shall have the right, through its agents and employees, to enter upon any Lot which has been found to violate the foregoing standards in order to restore the home or Lot to such standards. The cost of such work shall be a special assessment on such Owner and his Lot only.

Section 5.14. Weapons. No firearm of any kind or nature, including rifles, handguns, bows, slingshots, BB guns, slings, traps, or any other like weapon, shall be used or discharged within Vuemont Meadows except by authorized governmental officials.

Section 5.15. Nuisances Prohibited. No noxious or offensive activity shall be conducted in any portion of Vuemont Meadows, nor shall anything be done or maintained therein in derogation or violation of the laws of the State of Washington, City of Bellevue, or any other applicable governmental entity. Nothing shall be done or maintained on any portion of Vuemont Meadows which may be or become an annoyance or nuisance to the neighborhood or detract from the value of the Vuemont Meadows community. The Association shall determine by Association Action whether any given use of a Lot unreasonably interferes with the rights of the other Owners to the use and enjoyment of their respective Lots or of the Common Areas, and such determination shall be final and conclusive.

Section 5.16. Relief from Certain Provisions. In cases where an Owner has made a factual showing that strict application of the provisions of Sections 5.4, 5.5, 5.6, 5.10, and 5.12 only of this Article (regulating animals, commercial uses, vehicle storage, sign and antennae, respectively) would work a severe hardship upon him, the Board by Association Action may grant the Owner relief from any of such provisions; provided, however, that such relief shall be limited by its scope or by conditions to only that necessary to relieve the hardship; and provided further, that no such relief shall be granted if the condition thereby created would in the reasonable judgement of the Board violate the provisions of Section 5.15 of this Article. The decision of the Board in granting or denying such relief shall be final and conclusive.

ARTICLE 6 - COMMON AREAS

Section 6.1. Title Common Areas. The Association shall hold title to the Common Areas and every Common Area shall be subject to an easement of common use and enjoyment in favor of the Association and every Owner, their heirs, successors, and assigns, in accordance with the terms and conditions of the Governing Documents.

Section 6.2. Owners' Common Rights. Notwithstanding the development of Vuemont Meadows in Phases, the Owners in each Phase shall have equal rights with the Owners in all other Phases to use the Common Areas in all Phases, unless certain Common Areas are specifically designated as limited

Common Areas for the exclusive use of a particular Lot or Lots on the face of a plat or other recorded instrument creating a Phase or in an amendment to this Declaration or in a Supplementary Declaration. All easements for ingress, egress, utilities, and use of facilities, unless other specifically limited, shall exist in favor of all Owners in each and all Phases.

Section 6.3. Maintenance of Common Areas. The Association shall maintain, repair, replace, improve, and otherwise manage all of the Common Areas so as to keep them in good repair and condition and shall conduct such additional maintenance, repair, replacement, construction, or reconstruction as may be determined pursuant to Association Action. The Association shall take any action necessary or appropriate to the maintenance and upkeep of the Common Areas and improvements thereon.

Section 6.4. Description of Native Growth Protection Easements. Native Growth Protection Easements may include, but are not limited to, portions of Lots and certain Common Areas that have as one of their major functions the maintenance of significant vegetation or the natural retention and transmission of storm water drainage; provided, however, that no area shall be deemed to be a Native Growth Protection Easement unless it is so designated on the face of a plat or other recorded instrument.

Section 6.5. Pruning and Vegetation Removal in Native Growth Protection Easements. Pruning and removal of trees for view maintenance or solar access within Native Growth Protection Easements shall be permitted only upon prior written approval of the Architectural Control Committee. Such approval shall be granted only after the Committee has determined that the proposed pruning will not endanger soil stability, will not defeat the intent or purposes meant to be served by the establishment of Native Growth Protection Easements, will not adversely affect the tree or trees to be pruned, and will not violate any applicable governmental rules and regulations. Subject to compliance with all governmental rules and regulations and Committee approval, which will not be unreasonably withheld, trees and significant ground cover within a Native Growth Protection Easement located on a Lot may be removed if such action is necessary to remove a clear and present danger. Dead, dying, or diseased trees and ground cover, or trees and ground cover which present a fire hazard, may also be removed.

ARTICLE 7 - INSURANCE; CASUALTY LOSSES; CONDEMNATION

Section 7.1. Insurance Coverage. The association shall, subject to change by Association Actions, maintain at all times as an Association expense a policy or policies and bonds written by companies licensed to do business in Washington providing:

7.1.1. Insurance against loss of damage by fire and other hazards covered by the standard extended coverage endorsement in an amount as near as practicable to the full insurable replacement value (without deduction for depreciation) of the Common Areas, with the Association named as insured as trustee for the benefit of Owners and Mortgagees as their interests appear.

7.1.2. General comprehensive liability insurance insuring the Association and the Owners against any liability to the public or to the Owners and their guests, invitees, licensees, or tenants, incident to the ownership or use of the Common Areas.

7.1.3. Worker's compensation insurance to the extent required by applicable laws.

7.1.4. Fidelity coverage naming the Association as an obligee to protect against dishonest acts by the Board, Association officers, committees, managers, and employees of any of them, and all other who are responsible for handling Association funds, in an amount equal to three months general assessments on all Lots, including reserves.

7.1.5. Such other insurance as the Association deems advisable; provided, that notwithstanding any other provisions herein, the Association shall continuously maintain in effect casualty, flood, and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for similar projects established by Federal Housing Authority, and Veterans Administration, so long as any of them is a Mortgagee or Owners, except to the extent such coverage is not available or has been waived in writing by such agencies.

Section 7.2. Casualty Losses. In the event of substantial damage to or destruction of any of the Common Areas, the Association shall give prompt written notice of such damage or destruction to the Owners and to the holders of all First Mortgages. Insurance proceeds for damage or destruction to any part of the Common Areas shall be paid to the Association as a trustee for the Owners, or its authorized representative, including an insurance trustee, which shall segregate such proceeds from other funds of the Association.

Section 7.3. Condemnation. In the event any part of the Common Areas is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, the Association shall give prompt notice of any such proceeding or proposed acquisition to the Owners and to the holders of all First Mortgages who have requested from the Association notification of any such proceeding or proposed acquisition. All compensation, damages, or other proceeds therefrom, shall be payable to the Association.

ARTICLE 8 - ENFORCEMENT

Section 8.1. Right to Enforce. The Association or any Owner, shall have the right to enforce, by any appropriate proceeding at law or in equity, all covenants, conditions, restrictions, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure or forbearance by any person or entity so entitled to enforce the provisions of this Declaration to pursue enforcement shall in no event be deemed a waiver of the right to do so thereafter.

Section 8.2. Remedies Cumulative. Remedies provided by this Declaration are in addition to, cumulative with, and are not in lieu of, other remedies provided by law. There shall be, and there is hereby created, a conclusive presumption that any breach or attempted breach of the covenants, conditions, and restrictions herein cannot be adequately remedied by an action at law or exclusively by recovery of damages.

Section 8.3. Covenants Running with the Land. The covenants, conditions, restrictions, liens, easements, enjoyment rights, and other provisions contained herein are intended to and shall run with the land and shall be binding upon all persons purchasing, leasing, subleasing, or otherwise occupying any portion of Vuemont Meadows, their heirs, executors, administrators, successors, grantees, and assigns. All instruments granting or conveying any interest in any Lot shall be subject to this Declaration.

ARTICLE 9 - ADMENDMENT AND REVOCATION

Section 9.1. Amendment. This Declaration may be amended at any time by an instrument executed by the Association for and on behalf of the Owners, provided, however, that such amendments shall have received the prior approval of a vote of the Owners having at least 60 percent of the total outstanding votes in the Association. Notwithstanding any of the foregoing, the prior written approval of 51 percent of all Mortgagees who have requested from the Association notification of amendments shall be required for any material amendment to the Declaration or the Association's Bylaws of any of the following: voting rights; assessments, assessment liens, and subordination of such liens; reserves or maintenance, repair, and replacement of Common Areas; insurance or fidelity bonds; responsibility for maintenance and repairs; reallocation of interests in the Common Areas; leasing of Lots other than as set forth herein; imposition of any restrictions on the right of an Owner to sell or transfer his Lot; a decision by the Association to establish self-management when professional management had been required previously by an eligible Mortgagee; any action to terminate the legal status of the Vuemont Meadows Association after substantial destruction of condemnation occurs; or any provisions which are for the express benefit of Mortgagees or eligible insurers or guarantors of First Mortgages.

Section 9.2. Effective Date. Amendments shall take effect only upon recording with the King County Department of Records and Elections or any successor recording office.

ARTICLE 10 - GENERAL PROVISIONS

Section 10.1. Taxes. Each Owner shall pay without abatement, deduction, or offset, all real and personal property taxes, general and special assessments, including local improvement assessments, and other charges of every description levied on or assessed against his Lot, or personal property located on or in the Lot. The Association shall likewise pay without abatement, deduction, or offset, all of the foregoing taxes, assessments, and charges levied or assessed against the Common Areas.

Section 10.2. Non-Waiver. No waiver or any breach of this Declaration shall constitute a waiver of any other breach, whether of the same or any other covenant, condition, or restriction.

Section 10.3. Attorneys' Fees. In the event of a suit or action to enforce any provision of this Declaration or to collect any money due hereunder or to foreclose a lien, the unsuccessful party in such suit or action shall pay to the prevailing party all costs and expenses, including title reports, and all attorney's fees that the prevailing party has incurred in connection with the suit or action, in such amounts as the court may deem to be reasonable therein, and also including all costs, expenses, and attorneys' fees incurred in connection with any appeal from the decision of a trial court or any intermediate appellate court.

Section 10.4. No Abandonment of Obligation. No Owner, through his non-use of any Common Area, or by abandonment of his Lot may avoid or diminish the burdens or obligations imposed by this Declaration.

Section 10.5. Interpretation. The captions of the various articles, section and paragraphs of this Declaration are for convenience of use and referenced only and do not define, limit, augment, or describe the scope, content or intent of this Declaration or any parts of this Declaration.

Section 10.6. Severability. Invalidation of any one of these covenants, conditions, restrictions, easements, or provisions by judgement or court order shall in no way affect any other of the same, all of which shall remain in full force and effect.


Section 10.7. Notices. All notices, demands, or other communications ("Notices") permitted or required to be given by this Declaration shall be in writing and, if mailed postage prepaid, shall be deemed given three days after the date of mailing thereof; otherwise, Notices shall be deemed given on the date of actual receipt. Notice to an Owner may be given at any Lot owned by such Owner; provided, however, that an Owner may from time to time by Notice to the Association designate such other place or places or individuals for the receipt of future Notices. If there is more than one owner of a Lot, Notice to any one such Owner shall be sufficient. Notwithstanding the foregoing, if an Owner provides an email address for notice purposes, then notices may be sent to such Owner by email and notice will be deemed given when the recipient receives and opens the email. The sender of any notice by email bears the burden of establishing the recipient has received and opened the email. Proof of receipt and opening of an email may be established by any email reply to the email (other than a bounce-back notification that the email did not go through). The address of the Association shall be given to each Owner at or before the time he becomes an owner. If the address of the Association shall be changed, Notice shall be given to all Owners.

Section 10.8. Applicable Law. This Declaration shall be construed in all respects under the laws of the State of Washington.

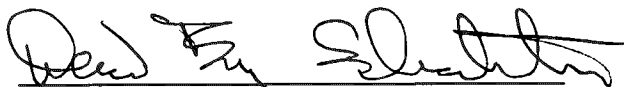
(Signature Page Follows)

This Declaration is signed by the Association as of the date set forth above and the signors below certify that this Declaration was approved pursuant to an affirmative vote of the Owners having at least 60 percent of the total outstanding votes in the Association.

Vuemont Meadows Association, a Washington
Nonprofit corporation



By: Scott Bowen
Its: President

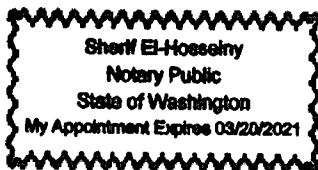


By: David Schaechter
Its: Secretary

STATE OF WASHINGTON)
)
COUNTY OF KING)

On this day personally appeared before me Scott Bowen and David Schaechter, to me known to be the President and Secretary of Vuemont Meadows Association, the Washington nonprofit corporation that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such company for the uses and purposes therein mentioned, and on oath stated that they were duly authorized to execute such instrument.

Dated this 15 day of March, 2021.



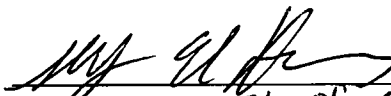

Printed Name: Sherif El-Hosseini
Notary Public in and for the State of Washington,
Residing at: Bellevue
My Commission Expires: 3-20-21

EXHIBIT A

Vuemont Meadows Legal Description

Plat of Vuemont Meadows (52 lots)

Lots 1 through 52 and Tracts A, C, D, E, F and G of that certain City of Bellevue Plat recorded under King County Recording No. 8803020292, Volume 140 of Plats, Pages 74 through 75, being portions of the Northeast Quarter of Section 23, Township 24 North, Range 5 East W.M., and the Northwest Quarter of Section 24, Township 24 North, Range 5 East, W.M.

Fox Short Plat (3 lots)

The North Half of the South Half of the Northeast Quarter of the Northeast Quarter of Section 23, Township 24 North, Range 5 East, Willamette Meridian, in King County, Washington;
EXCEPT that portion thereof lying Westerly of the Easterly line of 164th Way S.E., also known as Newcastle Road, also known as Edward Leifhelm Road;
EXCEPT that portion thereof lying within the South 175 feet of the Northeast Quarter of the Northeast Quarter of said Section 23;
EXCLUDING coal and mineral rights thereon (Recording No. 1523785).

Also known as Lots 1, 2, and 3 of the City of Bellevue Short Plat No. PSPS 88-8563, FSP 89-8269 (also known as "Fox Short Plat"), recorded in Book 76 of Surveys at pages 222-222A under King County Recording No. 9011019008.

Vuemont Meadows North (15 lots)

Lot 5 and Tract A, City of Bellevue Boundary Line Adjustment Number BLA-89-4711 recorded under Recording Number 8911279005, being a portion of the Northwest Quarter of the Northwest Quarter of Section 24, Township 24 North, Range 5 East, Willamette Meridian, in King County, Washington.

Nesse, Katherine

From: President - Vuemont Meadows Association <hoapresident.vma@gmail.com>
Sent: Saturday, April 19, 2025 7:50 PM
To: PlanningCommission
Subject: Agenda Item 8. Middle Housing Land Use Code Amendment to Implement House Bills 1110 and 1337
Attachments: Letter to Bellevue from Vuemont HOA v2.pdf
Follow Up Flag: Follow up
Flag Status: Flagged

You don't often get email from hoapresident.vma@gmail.com. [Learn why this is important](#)

[EXTERNAL EMAIL Notice!] Outside communication is important to us. Be cautious of phishing attempts. Do not click or open suspicious links or attachments.

Dear Sirs:

Since my recent email was sent this morning with a letter and copy of the same in the body of the email, we have reviewed the minutes from your last public meeting and wish to substitute the attached updated response letter for the previous communication. Please delete the previous letter and forward this for the planning commission's consideration. The other two informational attachments to the previous email are unchanged.

Thank you for allowing us to respond. We appreciate your efforts and work for the city.

--

Scott Bowen
President, Vuemont Meadows Association
206 390 4688

April 21, 2025

Bellevue Planning Commission
City of Bellevue

council@bellevuewa.gov

planningcommission@bellevuewa.gov

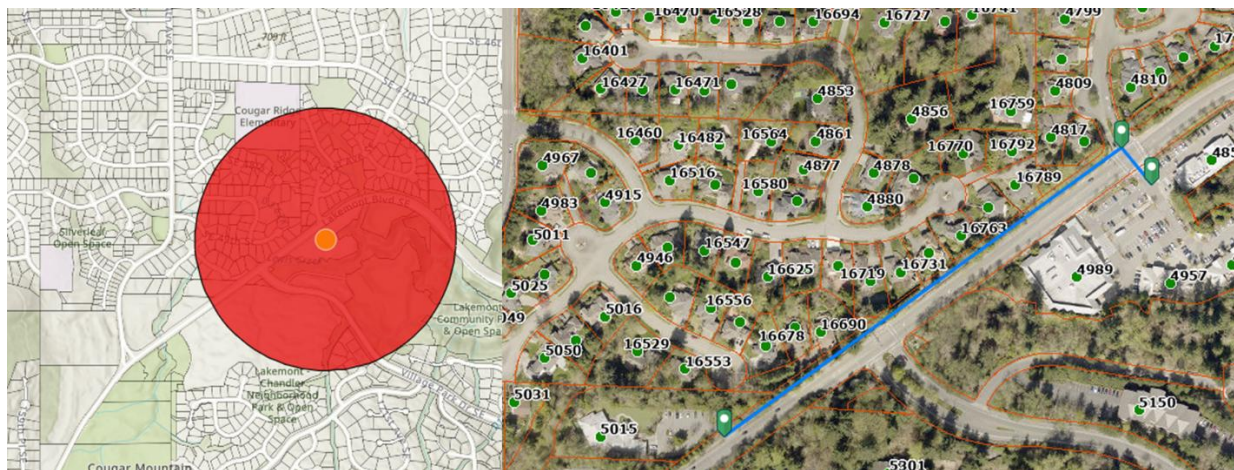
Re: Agenda Item 8. Middle Housing Land Use Code Amendment to Implement House Bills 1110 and 1337

Dear Councilmembers and Commissioners,

Vuemont Meadows Association is a neighborhood homeowner's association with 69 homes, located in the Cougar Mountain/Lakemont Subarea in the southeast corner of Bellevue. We write in regard to the April 23, 2025 draft of the above-referenced land use code amendment (LUCA), and the information presented in the April 23, 2025 Agenda packet on the topic, making the following requests:

Remove Neighborhood Centers as a justification for additional density. The state legislation does not require the city to provide additional density around neighborhood shopping centers, and in areas without transit, like Cougar Mountain/Lakemont, and there is no justification for doing so.

Clearly define "Walking Distance". If Neighborhood Centers remain as a justification for additional density, the term "walking distance" is not defined in the existing land use code or the LUCA, and it has a number of variables that are subject to differing interpretations. Starting point, ending point and barriers could all be interpreted in different ways. As shown on the map below, we believe that due to the continuous fence along the south side of Lakemont Boulevard, none of the Vuemont Meadows properties are within a $\frac{1}{4}$ mile walking distance of the Lakemont Shopping Center, but we used the city's measurement point and assume the fence creates a barrier. Using a different measurement point and ignoring the fence would produce a much different outcome. While we do not believe there is any justification for additional density in our subarea, at the very least the city should provide clarity as to how it is determined.



Perform and environmental impact study, update the Cougar Mountain/Lakemont Subarea plan and impose a moratorium at 14,150 housing units. The development and population growth caused by the increase in density proposed by the LUCA is likely to have significant, adverse environmental impacts in the Cougar Mountain/Lakemont Subarea, creating additional burdens on the road network, utilities, stormwater system, parks, natural resources, air quality, noise levels and public services. The agenda memo indicates the city's intent is to have each developer provide an individual study of the impacts. That piecemeal approach will not lead to the region-wide answers that are needed to appropriately plan for the increases in density proposed by the ordinance. This is particularly true for the Cougar Mountain/Lakemont Subarea, where the city has never updated the original subarea plan from the 1980's. That original plan calls for a maximum buildout of 14,150 units. The city recently completed a thorough environmental impact study prior to implementing density increases in Wilburton, and we see no reason the same level of diligence should not be afforded to the Cougar Mountain/Lakemont Subarea. Please determine the number of housing units in the Subarea and implement a moratorium at 14,150 housing units until such time as a new environmental impact study and subarea plan update can be completed.

Private Covenants and Plat Restrictions. We appreciate the City's recognition that "covenants recorded before [HB 1110's] effective date remain valid and enforceable..." HB 1110 was effective July 23, 2023. Enclosed with this letter are the CC&R's for the Vuemont Meadows Association, recorded March 30, 2021. Section 5.2.5 states, "Only one Single Family home shall be permitted on each Lot. Two story or split-level homes shall include no less than 2,500 gross square feet of living space. One story homes shall include no less than 2,200 gross square feet of living space." We are grateful that "the City is exploring ways to provide clearer information to property owners early in the permitting phase to ensure they are aware of any potentially applicable private covenants." At this point we remain concerned that the City's enactment of the Middle Housing LUCA will put our Association in the position of having to defend the CC&Rs against developers who do not understand that the CC&Rs trump the LUCA. We would like to be involved in the city's effort to provide clearer information to property owners *and developers*. Please make it a priority to complete this effort as soon as possible, and keep us apprised of future developments.

Sincerely yours,

/s/

Scott Bowen

Vuemont Meadors Association President

Enclosure: Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Vuemont Meadows

Nesse, Katherine

From: John Spence <johnspence@comcast.net>
Sent: Sunday, April 20, 2025 4:57 PM
To: PlanningCommission; Council
Cc: Menard, Mathieu
Subject: Request for Extra Assessment Prior to Zoning Plan Adoption – Newport Hills

Follow Up Flag: Follow up
Flag Status: Flagged

You don't often get email from johnspence@comcast.net. [Learn why this is important](#)

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Hello Planning Commission and City Council,

Last month I had the opportunity to attend a presentation by Mathieu Ménard with a big crowd in the Newport Hills neighborhood, where he shared updates on the citywide plans to revise zoning in mixed-use areas. I appreciate the city's vision and am excited about the potential these changes hold for Bellevue and for the future of our Newport Hills community.

However, our conversation highlighted a significant concern: the current plan appears to move forward without a comprehensive evaluation of potential impacts related to traffic volume, parking availability, transit infrastructure, and overall safety (e.g. limited sidewalks with more cars and higher traffic density force walkers and children into the street). These are critical issues that directly affect the livability, accessibility, and long-term sustainability of our amazing community.

Given the scale and significance of the proposed changes, I urge the city delay finalizing this proposal—at least for the Newport Hills neighborhood—until a more detailed assessment of transportation, parking, transit connectivity, and safety implications can be conducted. A deliberate pause will allow us to better align the zoning plans with the infrastructure realities and needs of the residents who live here every day.

With additional research and dialogue, we can come up with and implement a plan that not only supports growth but also safeguards the quality of life in our neighborhoods.

Thank you for your time and continued commitment to our wonderful Newport Hills neighborhood.

Sincerely,

John Spence

(moved to Newport Hills in 2010)

--

John Spence

Bellevue WA

425-260-0112 (cell)

Nesse, Katherine

From: Nicole Price <nicoleprice123@yahoo.com>
Sent: Sunday, April 20, 2025 5:45 PM
To: PlanningCommission
Subject: Newport Hills NAP and Shopping Area Redevelopment

Follow Up Flag: Follow up
Flag Status: Flagged

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Dear Members of the Planning Commission,

I'm writing in regards to the Newport Hills NAP and the redevelopment at the shopping center at the heart of the neighborhood. In recent weeks there have been three community meetings regarding future changes to the neighborhood. I was able to attend two of the three events and spoke at a city council meeting.

It is clear that change will come to the neighborhood. At the recent meetings I've heard many neighbors express concerns over losing what makes the neighborhood great or not being able to age in place.

Many have spoken fondly of their single family homes and yards. However, it is the walk ability of the neighborhood, the ability of our children to walk to elementary and middle school, bike to the neighborhood park, pool, and shopping center. They talk about the proximity to nature with neighborhood access to the coal creek trail system and nearby access to Lake Washington. They even speak fondly of the deer and rabbits that can be seen in the neighborhood or excitedly about the coyote, bobcat and bear.

Some of the challenges our neighborhood faces are linked to the undulating slopes of Newport Hills, limited ingress and egress points, a lack of access to frequent transit, and the hodge podge nature of development that has occurred over the decades as family farmsteads turned to neighborhoods.

You can see the imprint of independent development in the ages and styles of the homes like the most recent cluster of homes on Lake Washington Blvd, that my family calls the Llama Farm. It can be seen in the way that some neighborhoods have sidewalks and others don't or in the case of my neighborhood, where only half of the neighborhood has sidewalks.

The coming increase in density makes residents nervous because it is the low density that allows the neighborhood to continue to be walkable. With all the missing link sidewalks increasing density threatens one of the great things about the neighborhood.

Increased traffic in the neighborhood became noticeable with the invention of way finding apps. Our neighborhood has seen increased vehicular traffic during peak rush hour. When Coal Creek Parkway

backs up SE 60th and Newcastle Way back up with drivers taking short cuts to the freeway. This makes leaving the neighborhood difficult and puts large amounts of traffic on routes that children walk to school.

The state law driving the LUCA sidesteps existing local regulations that provide direction and protection related to master use permits, lot splitting and multi family development. The kind of protections that allow for ada access, sidewalks, design guidelines and adequate parking are a benefit to the public by creating aesthetically pleasing and safer built environments.

The LUCA has the potential for driving more of the kind of development that could threaten the parts of the neighborhood that people love. Since single family zoning has the least regulations of all the zoning types the LUCA has the potential for development that presents challenges to accessibility, tree protection, and pedestrian safety. However, increased density could bring benefits if done in the right way.

For example. A mixed use development at the existing shopping center with a plaza or park as a gathering space could allow the neighborhood to keep it's heart. Increasing the height limit in the mixed use development could help the city meet it's housing goals. (Maybe the shopping development owner has these things are in development. However, I haven't seen what the current plans are and haven't been invited to learn more about it.)

Creating a multi family zone in a ring around the shopping center could add to density in a way that improves walk ability to the neighborhood core. It could step housing heights down as you move out to single family housing. It would create opportunities for local pocket parks. Plus, make it possible to fill in missing link sidewalks in a way that links existing neighborhoods to the new core.

Parking must be addressed. An increase of traffic and on street parking without added sidewalks would create less safe walking routes though and between neighborhoods.

Through up zoning the city could create design guidelines that give Newport Hills an identifiable character, allow for street tree lined boulevard, or on street parking to implement traffic calming elements.

Sincerely,

Nicole Price

Nesse, Katherine

From: pamela johnston <pamjjo@msn.com>
Sent: Monday, April 21, 2025 6:04 AM
To: PlanningCommission; Council
Subject: The cost of units will be greater than the cost of one single-family home

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The cost of middle housing units will always be greater than the cost of a single-family house of the same size and quality.

Is important to consider, assuming 4 units

- External doors
- garage doors
- number of windows, including one for each bedroom of egress size
- Number of closets
- Internal doors:: number of bedrooms + bathrooms + closets + ?
- Hardware for above
- 4 kitchens + 4 x appliances vs 1 kitchen + appliances
- number of bathrooms
- 4 vs 1 hvac
- 4 vs 1 waterheater in
- 4 vs 1 washer/ dryer
- number of light fixtures
- number of outlets
- number of breaker boxes
- Driveways
- Sidewalks and door pad
- Soundproofing
- Fireproofing between unit
- Possible outdoor Staircase versus inside staircase
- Number of EV chargers
- Extras such as fireplaces
- More things to Cut around on the outside walls
- Number of outside faucets

Sincerely,
Pamela Johnston

Nesse, Katherine

From: Nicole Myers <nicolemikomyers@gmail.com>
Sent: Monday, April 21, 2025 4:09 PM
To: Whipple, Nicholas; Mandt, Kirsten; PlanningCommission
Subject: Walking Distance followup item

[EXTERNAL EMAIL Notice!] Outside communication is important to us. Be cautious of phishing attempts. Do not click or open suspicious links or attachments.

Hello,

In reference to the April 23rd draft, there are two places where the radius measurement is still in place instead of walking distance, and I was hoping to find out if this was intentional:

Page 12: No off-street parking is required for accessory dwelling units located within one-half mile of a major transit stop as defined in this section.

Page 16: Affordable Housing Suffix:

Located on an arterial street or located at one of the following locations: i. Within one-half mile of a transit stop that receives service at least four times per hour for 12 or more hours per day; or ii. Within one-half mile of a future light rail or bus rapid transit station or a future light rail or bus rapid transit station scheduled to begin service within two years; or iii. Within one-quarter mile of a transit stop that receives service at least two times per hour for 12 or more hours per day.

Given the specifics in the legislation, I understand that it would be hard to make our maps for ADU parking exemption and 6 units by right overlap. The ADU distance is longer (half mile), even if that one is changed to a walking half mile. It will be based on different bus lines (including the future 111), for instance, and does not include areas that are proximate to downtown and growth centers, though this may also be an oversight.

From page 6 of HB 1337,

(2)(a) A city or county subject to the requirements of this section may not:

(i) Require off-street parking as a condition of permitting development of accessory dwelling units within one-half mile **walking** distance of a major transit stop;

Nesse, Katherine

From: Liz B <lizxboggs@gmail.com>
Sent: Monday, April 21, 2025 4:19 PM
To: PlanningCommission
Subject: Bellevue Middle Housing LUCA support

You don't often get email from lizxboggs@gmail.com. [Learn why this is important](#)

[EXTERNAL EMAIL Notice!] Outside communication is important to us. Be cautious of phishing attempts. Do not click or open suspicious links or attachments.

Dear Planning Commissioners,
Thank you for the opportunity to give feedback on the draft LUCA!

I am writing to you today to voice my strong support for the proposed Middle Housing Land Use Code Amendment (LUCA) and going above and beyond the bare minimum state mandate to incentivize the development of as much middle housing as possible.

My husband and I love living in Bellevue, but we are quickly realizing that we may not be able to live here long-term due to the lack of affordable housing - we are renters as of now. My husband is a tech worker and I am a geneticist, and yet Bellevue housing prices are still out of reach - if they're out of reach for us, they are absolutely out of the realm for those making much less than us. If we want Bellevue to thrive as a city, we need to be prioritizing making housing affordable.

Housing affordability is a crisis in Bellevue. The median sale price of a single-family home in Bellevue is \$1.7 million. Meanwhile, the median household income is only \$161,000. The vast majority of Bellevue residents would not be able to afford a home in Bellevue today.

Housing costs are rapidly destroying our city. Neighborhoods are gentrifying from middle-class to ultra-wealthy. Children and families, which breathe life into our neighborhoods and parks, are leaving the city en masse in search of cheaper housing. Schools are closing due to declining enrollment. With the middle class moving out, businesses are struggling to find workers for all but the highest paying jobs.

My husband and I also want to have kids in the near future and would love to have a strong network of parents and other kids to enjoy our community alongside, but as those numbers dwindle, the future looks much less promising. Bellevue could quickly become nothing more than an ultra-rich retirement community with struggling businesses, few schools, and a distinct lack of culture and vibrance.

Middle housing is the way forward for young couples and families looking to put down roots in Bellevue. But the code must properly incentivize middle housing to ensure the units are actually built. Sixplexes must be allowed in as many areas as possible. Floor Area Ratio (FAR) limits must allow fourplex and sixplex units reasonably sized for a family. ADUs must be incentivized as proposed. Please ensure these features of the proposed middle housing LUCA are not weakened.

Thank you for your time and attention.

Sincerely,
Liz

Nesse, Katherine

From: Valentina Vaneeva <eittaf@outlook.com>
Sent: Monday, April 21, 2025 10:06 PM
To: PlanningCommission
Cc: Council
Subject: HB1110 and HB1337

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Hello Commission members,

As a resident of Bellevue, I am writing to express my strong support for the staff's proposal to amend Bellevue's land use code in compliance with HB1110 and HB1337. When we moved to Bellevue more than 7 years ago we bought our condo for less than \$800k. Recently I was astonished to learn that it can be sold for roughly \$1.2 million. That's a 50% increase in price for a property that is no longer new. We live next to another condo that was built in 1979 and recently a 2-bedroom unit there was sold for \$500k. It is no wonder that I've started seeing quite expensive cars parked in the lots of such rather old condos and apartments on our block because it is now tech companies' employees who move in there, not families with average income.

And while Bellevue is a nice city to live in it's not *this* nice to be *this* expensive. The reason it is so expensive is because as of now almost 76% of it allows only single-family houses. If you add to that all non-residential land and parks and wide roads, there isn't really many places where housing can be added. So please, I urge you to not only support staff's recommendation but to also direct the staff to go back to 9 units withing ½ mile of frequent transit service and neighborhood and growth centers.

Opponents of the staff's proposal will tell you that these changes will make Bellevue unrecognizable or something like that. But it is already unrecognizable. Crossroads where I live has never been a place for restaurants with price per person of more than \$50 (just food, no drinks) but now it is.

Nesse, Katherine

From: Leha Kon <lehakon@gmail.com>
Sent: Monday, April 21, 2025 10:16 PM
To: PlanningCommission; Council
Subject: Middle housing LUCA

You don't often get email from lehakon@gmail.com. [Learn why this is important](#)

[EXTERNAL EMAIL Notice!] Outside communication is important to us. Be cautious of phishing attempts. Do not click or open suspicious links or attachments.

Dear Planning Commission Members,

I was disappointed to hear opposition to measures that could address Bellevue's housing crisis—mostly from people who already own expensive property and wish to preserve the elusive "neighborhood character" along with exorbitant home values. The irony is twofold as these same individuals would also vehemently oppose any property tax increases necessary to fund the rising costs of maintaining city infrastructure and supporting our most vulnerable community members in today's challenging economic climate.

I want to voice my strong support for the measures proposed by the city's staff, who have conducted extensive research and deeply understand the urgent need for more affordable and dense housing in Bellevue. If we want even a chance to resolve the numerous problems caused by the city's outdated zoning—which was based on now widely criticized suburban planning models from the 1940s-60s—these changes are necessary.

I have no doubt that city staff are well aware of these issues, but I want to ensure they remain at the forefront of the commission members' minds:

- Only a small fraction of extremely wealthy individuals can afford to buy a single-family home in Bellevue. Even many Microsoft and Amazon employees are being priced out!
- The vast majority of people who work in Bellevue face long commutes from outside the city, contributing to traffic congestion, noise pollution, environmental degradation, and an increase in car accidents.
- These commuters include essential workers—doctors, nurses, firefighters, police officers, engineers, and construction workers—who sustain our city's infrastructure. Our lives literally depend on them. We want them to be our neighbors, so they feel truly connected to the city they serve.
- Excessive commute costs—whether in time, money, resources, or even lives—affect us all, driving up the cost of living. Small businesses are closing because they can't find employees, schools are shutting down as families move away, and young people are leaving Bellevue—taking their energy, ideas, and innovation to cities that make an effort to support everyone, not just the ultra-wealthy.
- Low housing density makes it impossible to sustain frequent and reliable public transit services or justify investments in alternative mobility options. As a result, cars remain the only viable way to get around the city, exacerbating traffic congestion and all its associated problems.

Increasing density along transit corridors, as proposed by city staff, is essential. It would allow middle-to-high-income families to find housing in Bellevue while creating opportunities for affordable housing programs to operate. These programs simply cannot function within multi-million-dollar single-family mansion developments.

And replacing a single large mansion with 6 to 12 units would provide significantly more property tax revenue without any unpopular tax hikes. Ditching parking requirements would help to make those projects way more appealing as they can be replaced with greenery/common space. Check out Culdesac project in Tempe, AZ as an example of a commercially successful project of dense carless/transit oriented development. There is no reason why it wouldn't work in Bellevue!

Mixed-use development, increased density, and improved public transit would give Bellevue the opportunity to cultivate industries beyond soulless car dealerships and vast, empty parking lots. With more people, we could have more restaurants, more bars and music venues, more community spaces, more families with children—in short, more life in the city. Residents would have the option to walk or use transit after a night out with friends. Parents could take their children to a playground without needing a second car. Teens could meet their friends without relying on their parents for a ride.

The current state law sets a bare minimum—a threshold far lower than what Bellevue truly needs. I urge you to take more ambitious action. Allow at least six units within a few miles of transit corridors, and more if possible. Increasing density in exchange for affordable units and public amenities—such as small parks, playgrounds, and bicycle infrastructure—will foster a vibrant, thriving city where people walk, talk, interact, shop, and dine locally.

Thank you.

Best regards,
Alex

Nesse, Katherine

From: Nicole Myers <nicolemikomyers@gmail.com>
Sent: Tuesday, April 22, 2025 9:34 AM
To: PlanningCommission; Whipple, Nicholas; Mandt, Kirsten; Council
Subject: Three requests for Middle Housing

Follow Up Flag: Follow up
Flag Status: Flagged

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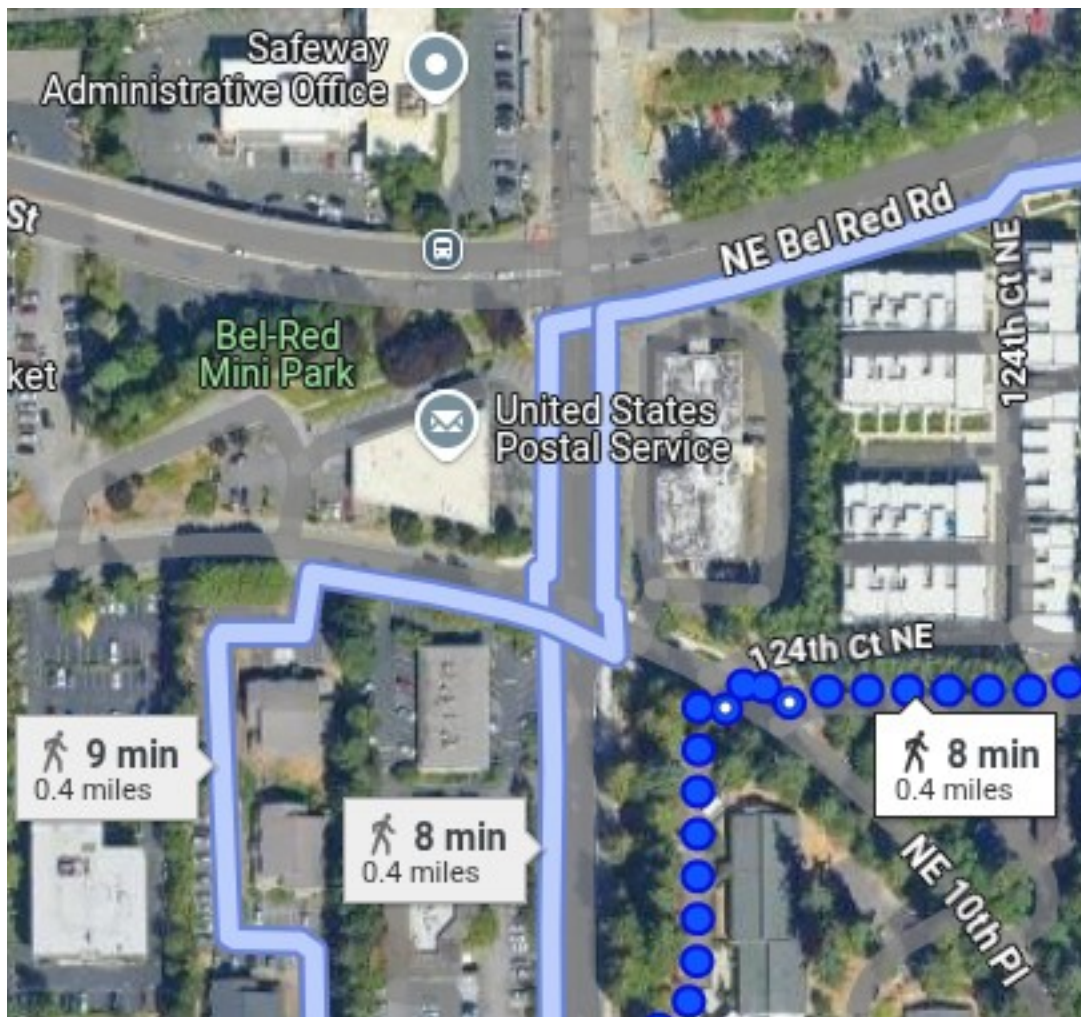
1) **Walking distance:** When using Google Maps, the default is to include routes with stairs, but there is also a "Wheelchair accessible" toggle option (in the same menu as "avoid ferries") that chooses routes without stairs. In line with Bob Steed's recommendation, let's use routes that provide accessibility. We should also require the mapped route to have an endpoint at a pedestrian entrance (that is on level with or has ramps to walkways serving at least 25% of the units). I would also recommend use of a distance in meters, which has more precision in the Google Maps interface, as shown below (pictures 1 and 2), and disqualify routes that go through parking lots (picture 3).

2) **Fee-in-lieu for density expansion areas:** Where Bellevue proposes to allow six middle housing units beyond the areas mandated by HB 1110 (areas close to frequent bus transit and neighborhood and regional centers, as well as parcels that are more than 1/4 mile walking distance but less than 1/2 mile walking distance from major transit), let's have a fee of \$10,000 per unit for fifth and sixth units which will not satisfy the performance option for affordable housing. This will allow us to side-step the question of co-housing in additional areas until we've gone through the process of defining our co-housing rules and know what the implications are.

3) **Cottages:** Let's use elements of the state's model code for an increased cottage landscaping requirement and better porch definition, and to the extent meeting community expectations matters to us, we should consider limiting their height to 22'. Cottage housing was the most popular middle housing type in Bellevue's 2022 survey because, "Many commenters... would prefer to see small-scale, low-density options like duplexes or cottage homes built instead of these much larger scale single-family homes." I also think we should strongly consider sprinkler requirements when there are more than 6 cottage homes on a lot and the cottage is within 8 feet of an adjacent cottage, because it would be more physically strenuous for the fire department to respond to a situation where there are tons of stairs in separate towers than in a stacked flat with centralized stairwells. More cottage comments here: <https://newbellevue.com/?p=187>

Thanks,
Nicole





Nesse, Katherine

From: phyllisjwhite@comcast.net
Sent: Tuesday, April 22, 2025 11:17 AM
To: PlanningCommission; Goeppeler, Craighton; Ferris, Carolyn; Khanloo, Negin; Malakoutian, Mo; Bhargava, Vishal; Lu, Jonny
Cc: Steiner, Josh; Mandt, Kirsten; Whipple, Nicholas; Council
Subject: Critical Area Ordinance Update
Attachments: 4-23-25 Public Comment for CAO.docx; WDFW Bellevue Wilburton Plan Comments.pdf; Changes in canopy cover and impervious surfaces.docx

Follow Up Flag: Follow up
Flag Status: Flagged

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Dear Planning Commissioners and Councilmembers,

Please see my attached public comments for tomorrow's Planning Commission meeting, 4/23/25.

Thank you for your consideration,

Phyllis White

Dear Planning Commissioners, Bellevue Council, and Planning Staff,

I am writing to provide input on the proposed Critical Areas Ordinance (CAO) Land Use Code Amendments (LUCA) presented in the April 23, 2025 staff report and to support the city's efforts to incorporate the Best Available Science (BAS) and align its code with Growth Management Act (GMA) requirement. Several key components remain under-addressed or entirely omitted, particularly regarding riparian habitat, migratory birds, wildlife corridors, and mature tree retention. These gaps must be corrected in order to remain consistent with the Bellevue Comprehensive Plan and the Final Environmental Impact Statement (FEIS).

1. Pacific Flyway and Migratory Bird Protections Are Absent

The staff proposal does not acknowledge Bellevue's location within the Pacific Flyway, despite this being a globally significant migratory route for birds. Areas like Kelsey Creek and Goff Creek host large populations of birds and serve as seasonal stopover habitats. Protections should include light pollution controls, preservation of native vegetation, height limits near riparian zones, and implementation of buffer zones consistent with WDFW and federal guidance. This omission is not consistent with **Policy CL-88** of the Comprehensive Plan, which calls for the preservation and enhancement of native vegetation in critical area buffers.

2. Wildlife Corridors Not Addressed or Mapped

While the LUCA proposal references improving mapping for critical areas, it does not explicitly incorporate or protect wildlife corridors. These connected corridors are essential for ecological habitat, especially in areas like Wilburton and BelRed. The FEIS identifies these areas as important habitat zones and acknowledges their role in mitigating displacement of species. The LUCA should map and protect corridors, and also make use of the WDFW Priority Habitat and Species (PHS) data.

3. Riparian Buffers Inadequate by Best Available Science (BAS) Standards

The proposal references refining buffers but fails to commit to specific, BAS standards. WDFW recommends a **196-foot Riparian Management Zone (RMZ)** based on the SPTH200 method to maintain stream health, especially in Kelsey Creek Basin. The staff proposal's reference to evaluating current buffer widths is insufficient. **Comprehensive Plan Policy S-WI-9** calls for protection and enhancement of streams in the Kelsey Creek Basin. The LUCA must incorporate this standard into LUC 20.25H to align with BAS and regional environmental goals.

4. Elimination of FAR Limits Threatens Habitat

The staff proposal explores changes to density and intensity calculations but does not confront the risks of eliminating FAR limits in sensitive ecological areas. Without FAR, building footprints can expand into riparian corridors, steep slopes, and tree canopy zones, undermining the goals of the CAO. The FEIS identifies increased impervious surface and vegetation loss as key environmental risks. **FAR caps should be reinstated or maintained in all areas adjacent to critical habitat, steep slopes, and wetlands.**

5. Lack of Heritage Tree Program






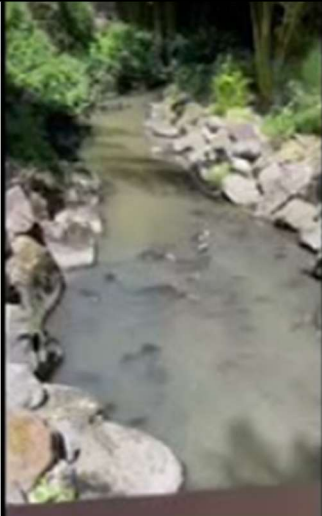
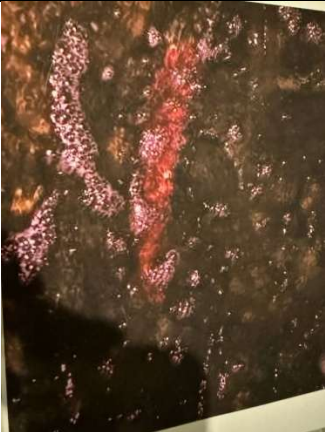

While tree retention is mentioned, there is no provision for a formal **Heritage Tree Program** to protect large, ecologically and culturally significant mature trees. WDFW and the FEIS both emphasize the unique role mature trees play in biodiversity and climate resilience. The LUCA should create a registry of heritage trees and establish protections for them, particularly along wildlife corridors, stream buffers, and critical slopes. This would directly implement **Policy CL-100**, which allows for site-specific strategies to achieve better outcomes for critical area functions.

6. Tree Replacement Ratios Must Reflect Ecological Value

Bellevue's proposed Middle Housing LUCA includes a **canopy coverage replacement requirement** based on **total canopy area lost**, particularly for **short plats and subdivisions**. However, the code allows developments of **6 or more units per lot with up to 0.9 FAR and minimal setback requirements**, which makes meaningful tree preservation nearly impossible on small lots. In ecologically sensitive areas like Wilburton—with active wildlife corridors and critical streams—this is not sufficient. In R-1 zones like Bridle Trails, a 3:1 ratio is already in use. A similar **minimum 3:1 ratio** should apply to

landmark or heritage trees removed in critical areas. . This aligns with the “no net loss of ecological function” principle in the Growth Management Act (RCW 36.70A.172) and is consistent with Bellevue’s stated LUCA priorities.

Additionally, allowing **zero side setbacks** and only **10% open space** under the LUCA does not provide enough room to retain or replant large, mature trees, effectively undermining long-term urban canopy and habitat connectivity.

 <p>Red-tailed Hawk on neighbor's roof in Wilburton</p>	 <p>Another Hawk on neighbor's Tree.</p>	 <p>Great Blue Heron, a Priority Species in our neighborhood.</p>	 <p>Bobcat on Neighbor's Fence</p>
 <p>A Bald Eagle flying over neighbor's roof.</p>	 <p>My neighbor's stream. Kelsey Creek's polluted waters with "poor" oxygen scores in recent years.</p>	 <p>Salmon in neighbor's Kelsey Creek substream in past recent years, and now with increasing polluted waters.</p>	

King County’s DRNP Water Quality Index rated Kelsey Creek at NE 8th with a “Moderate” score and its Oxygen levels, a “Poor” rating score due to development..

7. Recommendations for Policy Alignment

To ensure consistency with Bellevue’s Comprehensive Plan and the findings of the FEIS, I recommend the following amendments to the LUCA:

- Recognize Bellevue’s location in the **Pacific Flyway** and adopt protections accordingly.
- Map and protect **wildlife corridors** using WDFW PHS data.
- Adopt the **SPTH200 standard** and a 196-foot RMZ for riparian areas.
- Reinstate **FAR limits, especially** in environmentally sensitive areas.

- Establish a **Heritage Tree Program** with incentives and protections.
- Require a **minimum 3:1 tree replacement ratio** in critical habitat areas.

The Wilburton subarea between Bel-Red and NE 8th Street has streams with fish, beavers, and wildlife in the foliage and trees. The wildlife includes beavers, blue herons, hawks, bald eagles, deer, opossums, coyotes, owls, bats, many different species of birds, and other types of animals. The trees provide shade, cooling, and fresh air that our neighborhood and animals enjoy. Many trees are mature heritage trees not recognized in Bellevue's tree code. These are irreplaceable for the next hundreds of years or so.

By 2030, the 900-acre Bel-Red corridor development is expected to generate 10,000 new jobs and 5,000 housing units. The Spring District is next to the Bel-Red corridor and would include another 800 multifamily housing units. To the south is another development, the Wilburton Vision Implementation with over 14,800 expected housing units.

Thank you for your commitment to Bellevue's environmental and planning goals. I hope you will consider these revisions included before you move forward with the Middle Housing LUCA process as development will continue to replace our critical habitat areas.

Sincerely,

Phyllis White

Wilburton Resident



State of Washington

Department of Fish and Wildlife, Region 4

Region 4 information: 16018 Mill Creek Blvd, Mill Creek, WA 98012 | phone: (425)-775-1311

October 31, 2024

City of Bellevue
Josh Steiner
450 110th Ave NE
Bellevue, WA 98004

WDFW Comments Regarding the Wilburton Vision Implementation Land Use Code Amendments

Dear Mr. Steiner,

On behalf of the Washington Department of Fish and Wildlife (WDFW), thank you for the opportunity to comment on the city of Bellevue's Wilburton Vision Implementation Land Use Code Amendment. Within the State of Washington's land use decision-making framework, WDFW is considered a technical advisor for the habitat needs of fish and wildlife and routinely provides input into the implications of land use decisions. We provide these comments and recommendations in keeping with our legislative mandate to preserve, protect, and perpetuate fish and wildlife and their habitats for the benefit of future generations – a mission we can only accomplish in partnership with local jurisdictions.

Fish and Wildlife Resources and Recommendations:

Congratulations on the recent land use code updates proposed to successfully implement the Wilburton Subarea Plan. Integrating green building incentives, open space provisions, and other sustainable development measures reflects Bellevue's commitment to fostering a vibrant and environmentally conscious community.

To further strengthen these efforts, we recommend incorporating WDFW's [Best Available Science \(BAS\) for riparian management zones](#) (RMZs), including the Site Potential Tree Height at 200 years (SPTH₂₀₀) standard. Think of SPTH₂₀₀ like a measuring cup for riparian ecosystems— it provides the exact "recipe" for buffer width determination, ensuring adequate filtration, erosion control, and shade requirements are met to protect water quality and aquatic habitats, especially for sensitive species like Chinook salmon in Kelsey Creek.

[Our data](#) shows that a 196 ft RMZ (or ‘buffer’ width) is needed in the Kelsey Creek area to protect all critical ecosystem functions and values. According to our BAS [management recommendations](#), a minimum of 100 feet is required to filter most pollutants, whereas buffers under 100 feet, such as the current 50-foot width, are insufficient for safeguarding water quality and ecosystem integrity. Utilizing WDFW’s BAS can help Bellevue align with its [interlocal agreement](#) commitments and provide lasting environmental benefits.

WDFW’s BAS also underscores the importance of protecting all streams, not just those with fish presence, and prioritizing the retention of mature vegetation over compensatory mitigation planting. In addition to supporting fish life, healthy riparian vegetation stabilizes stream banks, prevents erosion, and provides the necessary shade to maintain cool water temperatures. These ecosystem functions are challenging to replace, particularly those provided by mature plants. With climate change increasing the likelihood of severe heat and storm events, protecting vegetated buffers will help absorb floodwaters, mitigate future high-flow conditions, and maintain cooler water temperatures, ultimately contributing to community resilience.

While a broader code update is anticipated in 2025, establishing protections now ahead of increased development activity will help ensure that the Wilburton area’s streams continue to provide essential ecosystem services while allowing development in suitable areas. Riparian areas can also serve as open spaces that enhance community character, offering recreational areas and natural spaces for residents to enjoy. By preserving adequate RMZs delineated using the SPTH₂₀₀ standard, Bellevue can foster a more resilient, livable, and ecologically connected Wilburton area.

Incorporating our recommendations helps align this plan with BAS standards (WAC 365-195-900) and further demonstrates Bellevue’s leadership in sustainable urban development. Our recommendations further align with the policies within the Wilburton/N.E. 8th Street Plan, such as “S-WI-9. Protect and enhance streams, drainage ways, and wetlands in the Kelsey Creek Basin,” and “S-WI-10. Prevent development from intruding into the floodplain of Kelsey Creek.”

We would be happy to assist in providing additional information on WDFW’s recommendations or explore opportunities to integrate these environmental and community benefits into future planning. Please also see the WA Department of Ecology’s funding opportunity, the [Climate Resilient Riparian Systems Grant](#). See also NOAA’s grant opportunity, [Restoring Fish Passage through Barrier Removal Grants](#).

Thank you once again for your dedication to enriching Bellevue’s natural and built environments. Please feel free to reach out to our Regional Land Use Lead for further collaboration (Morgan Krueger, Morgan.Krueger@dfw.wa.gov).

Sincerely,



Timothy Stapleton

Washington Department of Fish and Wildlife
Region 4, Habitat Program Manager

CC:

Morgan Krueger, Regional Land Use Lead (Morgan.Krueger@dfw.wa.gov)

Kara Whittaker, Land Use Conservation and Policy Section Manager
(Kara.Whittaker@dfw.wa.gov)

Marian Berejikian, Land Use Conservation and Policy Planner (Marian.Berejikian@dfw.wa.gov)

Stewart Reinbold, Assistant Regional Habitat Program Manager
(Stewart.Reinbold@dfw.wa.gov)

Bethany Scoggins, Habitat Biologist (Bethany.Scoggins@dfw.wa.gov)





















Jesse Dykstra, Habitat Biologist (Jesse.Dykstra@dfw.wa.gov)

Changes in canopy cover and impervious surfaces due to development:

Subbasin	Commercial/ Office (%)	Highway (%)	Industrial (%)	Mixed- use (%)	Multi- Family (%)	Park (%)	Single- family (%)	Total (a)
Richards Creek	13.3%	1.9%	8.1%	4.8%	17.0%	10.2%	44.8%	1380
Sunset Creek	5.6%	6.3%	1.0%	2.4%	1.6%	4.0%	79.2%	854
West Tributary	8.4%	2.4%	0.0%	26.2%	4.4%	9.2%	44.2%	958
Goff Creek	8.4%	0.8%	0.0%	10.3%	0.0%	4.4%	76.2%	529
Valley Creek	7.2%	2.0%	0.0%	5.0%	15.0%	10.0%	60.8%	1300
Sears Creek	32.7%	3.0%	0.0%	21.8%	9.8%	0.0%	32.8%	355
Greater Kelsey Creek Watershed	11.8%	2.9%	1.7%	8.4%	11.0%	11.3%	51.8%	10376

Table 7 compares the change in canopy cover and impervious surfaces between 2006 and 2017 for the nine subbasins and the Greater Kelsey Creek Watershed (HRCd 2021). The Sears Creek Subbasin and the Sturtevant Creek Subbasin experienced the largest tree canopy loss and impervious surface increase of all the subbasins in the Greater Kelsey Creek Watershed.

Table 7. Change in Tree Canopy and Impervious Surfaces from 2006 to 2017 in the Greater Kelsey Creek Watershed

Subbasins	Tree Canopy Loss (2006 – 2017)		Impervious Surfaces Increase (2006 – 2017)		Primary Agent of Change
	Change	Trend	Change	Trend	
Goff Creek	0.4 %		0.5 %		Development
Kelsey Creek	1.0 %		1.0 %		Development
Mercer Slough	1.5 %		1.1 %		Development
Richards Creek	1.5 %		1.1 %		Development
Sears Creek	3.9 %		3.4 %		Development
Sturtevant Creek	2.2 %		3.8 %		Development
Sunset Creek	0.5 %		0.7 %		Development
Valley Creek	0.5 %		0.2 %		Tree removal
West Tributary	1.2 %		0.7 %		Development
Total Greater Kelsey Watershed	1.2 % (133 acres)		1.2 % (125 acres)		Development

data source: <https://hrcd-wdfw.hub.arcgis.com/>

Based on changes in tree canopy and impervious area data, since 2006 there has been a large amount of development in the majority of the Watershed's subbasins. Table 7 shows the decrease in tree canopy and increase in impervious surfaces associated with rapid development and urbanization—where development indicates the conversion of a vegetated lot or parcel into a built lot or parcel, and redevelopment indicates building on a previously developed lot. With development across so much of the Greater Kelsey Creek

Nesse, Katherine

From: Cameron Kast <cameronkast456@gmail.com>
Sent: Tuesday, April 22, 2025 9:35 PM
To: Council; PlanningCommission
Subject: I support the Middle Housing LUCA

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City Council Members and Planning Commissioners,

I am writing to you today to voice my strong support for the proposed Middle Housing Land Use Code Amendment (LUCA) and going above and beyond the bare minimum state mandate to incentivize the development of as much middle housing as possible.

Housing affordability is a crisis in Bellevue. The median sale price of a single-family home in Bellevue is \$1.7 million. Meanwhile, the median household income is only \$161,000. The vast majority of Bellevue residents would not be able to afford a home in Bellevue today.

Housing costs are rapidly destroying our city. Neighborhoods are gentrifying from middle-class to ultra-wealthy. Children and families, which breathe life into our neighborhoods and parks, are leaving the city en masse in search of cheaper housing. Schools are closing due to declining enrollment. With the middle class moving out, businesses are struggling to find workers for all but the highest paying jobs.

Middle housing is the way forwards for young couples and families looking to put down roots in Bellevue. But the code must properly incentivize middle housing to ensure the units are actually built. Sixplexes must be allowed in as many areas as possible. Floor Area Ratio (FAR) limits must allow fourplex and sixplex units reasonably sized for a family. ADUs must be incentivized as proposed. Please ensure these features of the proposed middle housing LUCA are not weakened.

Thank you,
Cameron

Nesse, Katherine

From: Guilherme Souza <guirns@gmail.com>
Sent: Wednesday, April 23, 2025 12:12 AM
To: PlanningCommission; Council
Subject: Bellevue Middle Housing LUCA

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Dear City Council Members and Planning Commissioners,

Thank you for the opportunity to give feedback on the draft LUCA. I am writing to you today to voice my strong support for the proposed Middle Housing Land Use Code Amendment (LUCA) and going above and beyond the bare minimum state mandate to incentivize the development of as much middle housing as possible.

Without affordable housing, the city can't grow and will be only for high tech paying jobs. We need an inclusive city that is available for all, not for only those who have a high income. It's a much better environment for everyone to have a city where all kinds of jobs can build a life there.

More housing also brings more opportunity for small businesses and for people to have a connection with their neighborhoods, increasing usage of parks and schools. It also incentivizes the usage of alternate transportation, improving usage to the light rail, buses and bicycle lanes. As someone who likes to be in a accessible city that doesn't rely on cars, this is of very high importance to me.

Middle housing is the way forwards for young couples and families looking to put down roots in Bellevue. But the code must properly incentivize middle housing to ensure the units are actually built. Sixplexes must be allowed in as many areas as possible. Floor Area Ratio (FAR) limits must allow fourplex and sixplex units reasonably sized for a family. ADUs must be incentivized as proposed. Please ensure these features of the proposed middle housing LUCA are not weakened.

Thank you for your time and attention.

Sincerely,

Guilherme Souza

Nesse, Katherine

From: Suresh Velagapudi <sureshv@outlook.com>
Sent: Wednesday, April 23, 2025 9:07 AM
To: PlanningCommission; Council; Goeppele, Craighton; Ferris, Carolynn; Khanloo, Negin; Malakoutian, Mo; Bhargava, Vishal; Lu, Jonny; Mandt, Kirsten; Steiner, Josh; Whipple, Nicholas
Subject: Input for planning commission meeting today
Attachments: WDFW Bellevue Wilburton Plan Comments.pdf; Changes in canopy cover and impervious surfaces.docx

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Dear Planning Commission Members and Council Members,

As a resident and a business owner in Bellevue, I have strong affinity to our city and I love the *city in the park* environment created over the decades with careful density management. While I support increasing density for the evolving needs (and demands on) the city, I hope we respect the critical area infrastructure to retain our goal of being a nature friendly city. In that regard, I request that the planning process consider the following while marrying LUCA and CAO.

I recommend the following amendments to the LUCA:

- Recognize Bellevue's location in the Pacific Flyway and adopt protections accordingly.
- Map and protect wildlife corridors using WDFW PHS data.
- Adopt the SPTH200 standard and a 196-foot RMZ for riparian areas.
- Reinstate FAR limits, especially in environmentally sensitive areas.
- Establish a Heritage Tree Program with incentives and protections.
- Require a minimum 3:1 tree replacement ratio in critical habitat areas.

The Wilburton subarea between Bel-Red and NE 8th Street has streams with fish, beavers, and wildlife in the foliage and trees. The wildlife many different species of birds and animals. The trees provide shade, cooling, and fresh air that our neighborhood and animals enjoy. Many trees are mature heritage trees not recognized in Bellevue's tree code. These are irreplaceable for the next hundreds of years or so.

Thank you for your commitment to Bellevue's environmental and planning goals. I hope you will consider these revisions included before you move forward with the Middle Housing LUCA process as development will continue to replace our critical habitat areas.

Suresh Velagapudi
A resident and a business owner in Bellevue



State of Washington

Department of Fish and Wildlife, Region 4

Region 4 information: 16018 Mill Creek Blvd, Mill Creek, WA 98012 | phone: (425)-775-1311

October 31, 2024

City of Bellevue
Josh Steiner
450 110th Ave NE
Bellevue, WA 98004

WDFW Comments Regarding the Wilburton Vision Implementation Land Use Code Amendments

Dear Mr. Steiner,

On behalf of the Washington Department of Fish and Wildlife (WDFW), thank you for the opportunity to comment on the city of Bellevue's Wilburton Vision Implementation Land Use Code Amendment. Within the State of Washington's land use decision-making framework, WDFW is considered a technical advisor for the habitat needs of fish and wildlife and routinely provides input into the implications of land use decisions. We provide these comments and recommendations in keeping with our legislative mandate to preserve, protect, and perpetuate fish and wildlife and their habitats for the benefit of future generations – a mission we can only accomplish in partnership with local jurisdictions.

Fish and Wildlife Resources and Recommendations:

Congratulations on the recent land use code updates proposed to successfully implement the Wilburton Subarea Plan. Integrating green building incentives, open space provisions, and other sustainable development measures reflects Bellevue's commitment to fostering a vibrant and environmentally conscious community.

To further strengthen these efforts, we recommend incorporating WDFW's [Best Available Science \(BAS\) for riparian management zones](#) (RMZs), including the Site Potential Tree Height at 200 years (SPTH₂₀₀) standard. Think of SPTH₂₀₀ like a measuring cup for riparian ecosystems— it provides the exact "recipe" for buffer width determination, ensuring adequate filtration, erosion control, and shade requirements are met to protect water quality and aquatic habitats, especially for sensitive species like Chinook salmon in Kelsey Creek.

[Our data](#) shows that a 196 ft RMZ (or ‘buffer’ width) is needed in the Kelsey Creek area to protect all critical ecosystem functions and values. According to our BAS [management recommendations](#), a minimum of 100 feet is required to filter most pollutants, whereas buffers under 100 feet, such as the current 50-foot width, are insufficient for safeguarding water quality and ecosystem integrity. Utilizing WDFW’s BAS can help Bellevue align with its [interlocal agreement](#) commitments and provide lasting environmental benefits.

WDFW’s BAS also underscores the importance of protecting all streams, not just those with fish presence, and prioritizing the retention of mature vegetation over compensatory mitigation planting. In addition to supporting fish life, healthy riparian vegetation stabilizes stream banks, prevents erosion, and provides the necessary shade to maintain cool water temperatures. These ecosystem functions are challenging to replace, particularly those provided by mature plants. With climate change increasing the likelihood of severe heat and storm events, protecting vegetated buffers will help absorb floodwaters, mitigate future high-flow conditions, and maintain cooler water temperatures, ultimately contributing to community resilience.

While a broader code update is anticipated in 2025, establishing protections now ahead of increased development activity will help ensure that the Wilburton area’s streams continue to provide essential ecosystem services while allowing development in suitable areas. Riparian areas can also serve as open spaces that enhance community character, offering recreational areas and natural spaces for residents to enjoy. By preserving adequate RMZs delineated using the SPTH₂₀₀ standard, Bellevue can foster a more resilient, livable, and ecologically connected Wilburton area.

Incorporating our recommendations helps align this plan with BAS standards (WAC 365-195-900) and further demonstrates Bellevue’s leadership in sustainable urban development. Our recommendations further align with the policies within the Wilburton/N.E. 8th Street Plan, such as “S-WI-9. Protect and enhance streams, drainage ways, and wetlands in the Kelsey Creek Basin,” and “S-WI-10. Prevent development from intruding into the floodplain of Kelsey Creek.”

We would be happy to assist in providing additional information on WDFW’s recommendations or explore opportunities to integrate these environmental and community benefits into future planning. Please also see the WA Department of Ecology’s funding opportunity, the [Climate Resilient Riparian Systems Grant](#). See also NOAA’s grant opportunity, [Restoring Fish Passage through Barrier Removal Grants](#).

Thank you once again for your dedication to enriching Bellevue’s natural and built environments. Please feel free to reach out to our Reginal Land Use Lead for further collaboration (Morgan Krueger, Morgan.Krueger@dfw.wa.gov).

Sincerely,



Timothy Stapleton

Washington Department of Fish and Wildlife
Region 4, Habitat Program Manager

CC:

Morgan Krueger, Regional Land Use Lead (Morgan.Krueger@dfw.wa.gov)

Kara Whittaker, Land Use Conservation and Policy Section Manager
(Kara.Whittaker@dfw.wa.gov)

Marian Berejikian, Land Use Conservation and Policy Planner (Marian.Berejikian@dfw.wa.gov)

Stewart Reinbold, Assistant Regional Habitat Program Manager
(Stewart.Reinbold@dfw.wa.gov)

Bethany Scoggins, Habitat Biologist (Bethany.Scoggins@dfw.wa.gov)

Jesse Dykstra, Habitat Biologist (Jesse.Dykstra@dfw.wa.gov)

Changes in canopy cover and impervious surfaces due to development:

Subbasin	Commercial/ Office (%)	Highway (%)	Industrial (%)	Mixed- use (%)	Multi- Family (%)	Park (%)	Single- family (%)	Total (a)
Richards Creek	13.3%	1.9%	8.1%	4.8%	17.0%	10.2%	44.8%	1380
Sunset Creek	5.6%	6.3%	1.0%	2.4%	1.6%	4.0%	79.2%	854
West Tributary	8.4%	2.4%	0.0%	26.2%	4.4%	9.2%	44.2%	958
Goff Creek	8.4%	0.8%	0.0%	10.3%	0.0%	4.4%	76.2%	529
Valley Creek	7.2%	2.0%	0.0%	5.0%	15.0%	10.0%	60.8%	1300
Sears Creek	32.7%	3.0%	0.0%	21.8%	9.8%	0.0%	32.8%	355
Greater Kelsey Creek Watershed	11.8%	2.9%	1.7%	8.4%	11.0%	11.3%	51.8%	10376

Table 7 compares the change in canopy cover and impervious surfaces between 2006 and 2017 for the nine subbasins and the Greater Kelsey Creek Watershed (HRCDC 2021). The Sears Creek Subbasin and the Sturtevant Creek Subbasin experienced the largest tree canopy loss and impervious surface increase of all the subbasins in the Greater Kelsey Creek Watershed.

Table 7. Change in Tree Canopy and Impervious Surfaces from 2006 to 2017 in the Greater Kelsey Creek Watershed

Subbasins	Tree Canopy Loss (2006 – 2017)		Impervious Surfaces Increase (2006 – 2017)		Primary Agent of Change
	Change	Trend	Change	Trend	
Goff Creek	0.4 %		0.5 %		Development
Kelsey Creek	1.0 %		1.0 %		Development
Mercer Slough	1.5 %		1.1 %		Development
Richards Creek	1.5 %		1.1 %		Development
Sears Creek	3.9 %		3.4 %		Development
Sturtevant Creek	2.2 %		3.8 %		Development
Sunset Creek	0.5 %		0.7 %		Development
Valley Creek	0.5 %		0.2 %		Tree removal
West Tributary	1.2 %		0.7 %		Development
Total Greater Kelsey Watershed	1.2 % (133 acres)		1.2 % (125 acres)		Development

data source: <https://hrcd-wdfw.hub.arcgis.com/>

Based on changes in tree canopy and impervious area data, since 2006 there has been a large amount of development in the majority of the Watershed's subbasins. Table 7 shows the decrease in tree canopy and increase in impervious surfaces associated with rapid development and urbanization—where development indicates the conversion of a vegetated lot or parcel into a built lot or parcel, and redevelopment indicates building on a previously developed lot. With development across so much of the Greater Kelsey Creek

Nesse, Katherine

From: Julia Hodges <juliamhodes@gmail.com>
Sent: Tuesday, April 22, 2025 2:04 PM
To: PlanningCommission; Council
Subject: Regarding Bellevue's Middle Housing LUCA

Follow Up Flag: Follow up
Flag Status: Flagged

You don't often get email from juliamhodes@gmail.com. [Learn why this is important](#)

[EXTERNAL EMAIL Notice!] Outside communication is important to us. Be cautious of phishing attempts. Do not click or open suspicious links or attachments.

Dear City Council Members and Planning Commissioners,

Thank you for everything you do for the City of Bellevue, and for providing the community with the opportunity to give feedback on the draft middle-housing LUCA. I want to express my strong support for your intention to go above and beyond the state mandate in promoting middle housing. I believe this proactive approach will significantly increase the development and availability of middle housing, making Bellevue more accessible for both current and future residents.

As we all know, housing in Bellevue is prohibitively expensive. It's clear that many residents — including current homeowners and those hoping to buy — are priced out of the market.

Bellevue no longer has neighborhoods that are accessible to the middle class. It is increasingly becoming a city only for the wealthy. I moved here a few years after college, drawn in by the parks, excellent schools, and the vision of raising a family in a welcoming community. Unfortunately, that vision faded quickly.

My husband and I spent nearly all of 2024 trying to buy our first home. We searched across Bellevue — from Factoria to Ardmore, Lake Hills to Bridle Trails — adjusting our expectations over time. Eventually, our only requirements were modest: three bedrooms, and a one-car garage. Even then, we couldn't find a single affordable option. We submitted multiple offers, including on homes that needed significant renovations, only to lose out to bids far above asking. Many of those properties are now being turned into oversized luxury homes. We finally did find our home, unfortunately, outside of Bellevue, in a city that already incentivizes middle-housing projects.

Bellevue doesn't need more mansions — we need homes that families of four can afford. The proposed LUCA would encourage developers and homeowners alike to build ADUs, DADUs, and small multi-family housing on lots that would otherwise host another oversized home. Increasing housing supply in this way could make homeownership more attainable and help stabilize prices.

I fully support the draft LUCA as written, and I commend Bellevue for going above and beyond by enabling more 6-plexes, ADUs, DADUs, and other housing options. This initiative supports long-term residents, creates space for new families, and promotes a vibrant, diverse, and inclusive city.

Thank you for your leadership and for helping turn the vision of middle housing into a reality.

Sincerely,
Julia Hodges

Nesse, Katherine

From: Sonja OClaire <oclaire.sonja@gmail.com>
Sent: Wednesday, April 23, 2025 10:34 AM
To: PlanningCommission
Subject: Public comment: Middle Housing LUCA

You don't often get email from oclaire.sonja@gmail.com. [Learn why this is important](#)

[EXTERNAL EMAIL Notice!] Outside communication is important to us. Be cautious of phishing attempts. Do not click or open suspicious links or attachments.

Dear Bellevue City Council and Planning Commission members,

I am writing to urge you to support advancing the Middle Housing Land Use Code Amendment (LUCA) to allow for additional middle housing density, and the widest middle housing types, beyond what is required by HB 1110 AND 1337.

I have dedicated my career to increasing the sustainability of our built environment, in service to addressing our climate change crisis for future generations. Sprawl and low density are the antithesis of sustainable development. It only leads to higher rates of pollution, emissions, resource extraction, traffic congestion, inequality, and poorer health outcomes. All of these are in opposition to the Sustainable Bellevue Environmental Stewardship Plan. I have heard City Council members present Bellevue as a leader in sustainability, while watching as it hides behind land use code that was created to be exclusionary and resource intensive in the name of maintaining "neighborhood character".

I have been a resident of Bellevue's Surrey Downs neighborhood since 2018. I have watched as older, modest sized homes (1,800-2,600SF) have been demolished, thrown in the landfill, and replaced with McMansions (4,500-5,500SF) that are built lot-line to lot-line by less than a handful of developers. These houses are not built to serve Bellevue's housing needs, its sustainability goals, or its future. They are built because the current land use code only allows this form of housing to pencil out on a developer's bottom line. How is this type of land and resource intensive, residential development maintaining neighborhood character or being a leader in sustainability?

I grew up in north Seattle in a blue-collar, middle-class family, and never thought I would be among those in a financial position to be able to afford to live in Bellevue. Truthfully, without my spouse's income from the tech industry, I would still not be able to afford the house I now live in. That income exclusivity is not something that I want the city I live in to maintain.

If Bellevue wants to demonstrate leadership, it must strive to offer more capacity for a variety of housing types than it's mandated. It must amend its land use code to allow for more and smaller housing types in its residential neighborhoods. It must plan for a

Bellevue that is inclusive to a wider portion of the population and nurture the character, change, and community that diverse populations bring to a city.

I ask not on behalf of myself, but on behalf of those who want to be residents of Bellevue to support middle housing density capacity beyond what is required by HB 1110 AND 1337. I would welcome them as my neighbors.

Sincerely,
Sonja O'Claire
Sustainability Consultant, Planner and Designer
Bellevue Resident
206-552-9594

Nesse, Katherine

From: whalvrsn1@frontier.com
Sent: Wednesday, April 23, 2025 11:06 AM
To: PlanningCommission
Cc: bcouncil@bellevuewa.gov
Subject: Middle Housing
Attachments: Bellevue city countil testimony - LUC.docx

You don't often get email from whalvrsn1@frontier.com. [Learn why this is important](#)

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Attached is the Testimony to the Bellevue Planning Commission concerning "Middle Housing" LUC. There were nearly 60 attendees. I appreciate the opportunity to input citizen and neighborhood concerns into this significant change.

I would appreciate the Staff's summary analysis of the testimony from this Public Hearing.

AND, Thank you to members of the staff; Commissioners and Council members for all you are doing

.

Warren and Maryanne Halverson

Bellevue Planning Commission – “Middle Housing Land Use Code Amendment (LUCA)”; Item 25-304; Testimony by Warren Halverson; April 9, 2025

My name is Warren Halverson. My wife and I have lived; worked and been active volunteers in Bridle Trails and Bellevue for nearly 50 years. We are parents and grandparents. Our daughters live in Bridle Trails, in the Cherry Crest and Trails End neighborhoods; and, our grand children attend the local schools.

Having served on the Human Services Commission years ago, I fully appreciate your responsibility to represent the citizens of Bellevue today and into the future.....Represent the citizens to the city and the city to the Citizens.

My purpose tonight is twofold: 1) to ask you to pause, review and assess the impact the proposed land use actions would have upon current homes and neighborhood character.

I attended one of the city’s staff presentations concerning the Comprehensive Plan. Although there was a fairly large turnout, I was surprised by the lack of actual citizen’s of Bellevue in attendance. Today I am even more surprised with the current voracious actions to add adu’s, dadu’s, duplexes, and more options in our neighborhoods -- all done on paper without consideration of multiple impacts or citizen involvement.

We believe that it is timely to pause; to provide further transparency and to analyze citizen feedback before implementing these changes. It is well worth your time and effort.

Bellevue Planning Commission – “Middle Housing Land Use Code Amendment (LUCA); Item 25-304; Testimony by Warren Halverson; April 9, 2025 (Page 2)

The second ask is: 2) to ask the staff to identify where you have decided to increase density over and above the legislature’s requirements in HB1110 and HB1337. The current LUCA proposals should then be modified or eliminated and an addendum provided for future consideration.

This is important because this will provide the planning organization an opportunity to determine what measures are effective; their impacts and then provide proper adjustments. It is important, too, to remember that a typical forecast is only reliable for a few years, if that. Yet, Bellevue LUC proposals are based upon a forecast of 35,000 jobs way out over 35 years (emphasis added). So you have a “probable” forecast but even if this is a goal the planners should worry about and verify assumptions, for example, Sound Transit and Metro ridership levels to move people; Commercial building vacancy rates; Work-at-home And even predicting the huge impact AI will have upon density/affordable housing.

In conclusion, you are approving permanent Land Use Code changes which will go into effect immediately and remain in effect for years to come. These changes will have a permanent – and potentially negative impact upon current households, neighborhoods, schools and city infrastructure. After hearing from nearly 60 individuals at this meeting – like most speakers -- I doubt the wisdom and necessity of approving the staffs approach and dramatic changes at this time.

Thank you!

Nesse, Katherine

From: pamela johnston <pamjjo@msn.com>
Sent: Wednesday, April 23, 2025 3:03 PM
To: PlanningCommission
Cc: Council; Horner, Rebecca D; Whipple, Nicholas; Mandt, Kirsten
Subject: How does middle housing prevent becoming an investment vs, a place to live

[EXTERNAL EMAIL Notice!] Outside communication is important to us. Be cautious of phishing attempts. Do not click or open suspicious links or attachments.

With new companies such as “Arrived” entering the housing market, what is in place to make a path for ownership for individual families over investors?

Jeff Bezos-Backed Arrived Homes Hits Another Big Sale On Charlotte Property – Investors Earning A 34.7% Return

<https://finance.yahoo.com/news/jeff-bezos-backed-arrived-homes-130019377.html>

thanks

-pamela johnston

Nesse, Katherine

From: pamela johnston <pamjjo@msn.com>
Sent: Wednesday, April 23, 2025 3:03 PM
To: PlanningCommission
Cc: Council; Horner, Rebecca D; Whipple, Nicholas; Mandt, Kirsten
Subject: How does middle housing prevent becoming an investment vs, a place to live

Follow Up Flag: Follow up
Flag Status: Flagged

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<https://finance.yahoo.com/news/jeff-bezos-backed-arrived-homes-130019377.html>

thanks

-pamela johnston

Nesse, Katherine

From: Charlie Bauman <charlie@gtcptl.com>
Sent: Wednesday, April 23, 2025 3:48 PM
To: PlanningCommission
Subject: Critical Area Ordinance

Follow Up Flag: Follow up
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Dear Planning Commissioners,

I'm sorry I can't attend tonight's meeting, but I wanted to share a few quick thoughts as you begin the update to the Critical Areas Ordinance (CAO).

As we've discussed over the past few years, the current CAO simply doesn't work for many urban sites. In Bel-Red especially, the stream buffer requirements are one of the biggest obstacles. They often block redevelopment—even when the streams are highly degraded, offer poor habitat, or are fully piped, providing little ecological value in their current condition. The result? No housing, no investment, and no stream restoration—just lost opportunities.

To help address this, we're using our property—the Evergreen Center site (6 acres next to the 130th Station)—as a case study for a more flexible, **performance-based** approach. This means studying the existing conditions and designing a restoration plan that targets real ecological outcomes: cleaner water, better habitat, and meaningful stream improvement. Instead of relying only on static buffers, this model opens the door for active solutions like advanced stormwater systems and adaptive restoration strategies.

A performance-based framework would not only improve ecological function but also create the flexibility needed to unlock development on constrained urban sites—especially near transit, where Bellevue needs housing the most.

This approach is practical, achievable, and would position Bellevue as a regional leader in smart, balanced environmental policy. I appreciate the Commission's time and thoughtful engagement, and I look forward to staying involved as the process continues.

Best regards,

Charlie Bauman
425-802-3352

From: Charlie Bauman
Sent: Wednesday, May 22, 2024 4:00 PM
To: planningcommission@bellevuewa.gov
Cc: Rousseau, Gwen <GRousseau@bellevuewa.gov>; King, Emil A. <EAKing@bellevuewa.gov>; Johnson, Thara

<TMJohnson@bellevuewa.gov>

Subject: Bel-Red Look Forward comments for May 22nd meeting

Dear Planning Commissioners,

I shared similar comments prior to the May 8th meeting, but am sharing these several comments again on the Bel-Red Policies which will be discussed tonight.

These comments are in context of our 6-acre property just north of the 130th station and are also on behalf of the Bel-Red Property Group, which is a collection of stakeholders who own 85 properties throughout Bel-Red, totaling more than 135 acres, including nearly 70% of the land within ¼ mile of the 130th light rail station.

Overall, I'd encourage the Planning Commission to support the Bel-Red Subarea Policy Amendments as drafted. Specifically:

1. STREET GRID: Strong support for policies S-BR-80 and S-BR-81 and the recognition that flexibility in the street grid is needed
 - The street grid as currently contemplated will prevent many sites from redeveloping. Flexibility on a site-by-site basis is essential.
 - Prioritize road connections that are most feasible – e.g. roads along shared property lines so one property isn't building the entire road, roads that don't cannibalize entire properties, emphasize new east-west arterial to take pressure off Northup and Bel-Red road, etc.
 - Have fewer vehicular arterials but add lots of additional circulation on-properties via bike/pedestrian paths, local access driveways, woonerfs, etc.
2. STREAMS CRITICAL AREAS: Strong support for S-BR-26, S-BR-98, CL-96.
 - Partnership with developers and reliance on "best available science" is essential to ensure that urban streams, like Goff Creek, have any chance of receiving habitat restoration.
 - If strict critical area buffer requirements are left in place, then development will never occur. This will severely limit housing production in Bel-Red while also guaranteeing that habitat restoration does not occur.
 - Policies should focus on practical ways to BOTH improve habitat AND to maximize housing production.

I support the current policies and request that the Planning Commission support these as well to continue advancing the process.

Thank you all for your time.

Charlie Bauman

GT Capital

(425) 802-3352

charlie@gtcptl.com

Nesse, Katherine

From: Todd Woosley <todd@woosleyproperties.com>
Sent: Wednesday, April 23, 2025 5:23 PM
To: PlanningCommission
Subject: Middle Housing LUCA: Retain FAR Exemption

Follow Up Flag: Follow up
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You don't often get email from todd@woosleyproperties.com. [Learn why this is important](#)

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Planning Commission Middle Housing LUCA

City of Bellevue Planning Commission
450 110th Avenue NE
Bellevue, WA. 98004

VIA EMAIL TO: PlanningCommission@bellevuewa.gov

April 23 2025

Re: Public Hearing Middle Housing LUCA - Retain FAR Exemptions (LUC 20.29.390)

Dear Chair Goeppele, Vice Chair Cuellar-Calad and Commissioners,

I'm writing to ask for your help to preserve the opportunity for me to build my family's "forever" house by **retaining the provision in Bellevue's Land Use Code that allows a FAR Exemption for new single family houses** IF THE HOUSE IS CENTERED BETWEEN ITS SIDE YARD SETBACKS, AND THE SECOND FLOOR IS FURTHER DISTANCED FROM THE SIDE PROPERTY LINES BY FIVE FEET PER WALL.

SPECIFICALLY, retain the provisions in footnote (43) as written in the current Land Use Code for lots under 10,000 square feet (please see below).

Bellevue Land Use Code

CURRENT LUC FOOTNOTE (43) p 8

1. *LUC 20.20.900.E.*

(43) See LUC 20.20.390 for FAR requirements for single-family and middle housing developments. Floor Area Ratio (FAR) Threshold. Development which exceeds a gross Floor Area Ratio (FAR) threshold of 0.5 shall comply with the following requirements:

- Applicability: FAR threshold requirements are applicable to new single family homes and additions to existing homes that result in a 20 percent or greater increase in gross square feet.*

- Maintain a minimum structure setback of 7.5 feet for each side yard; and incorporate either daylight plane standards or a second story stepback of not less than five feet on each side of the building facing a side yard property line.

Retaining the current FAR exemption, which effectively allows using what would otherwise be wasted attic space as conditioned/habitable space, would allow new single family construction that provide the following benefits:

1. **Homes more likely to provide additional housing capacity within their design.** Specifically, a “Generation Suite” is more likely to be included in a home design IF the home’s third floor could provide space for activities that would otherwise take up space on either of the first two floors.
2. **Homes that are less imposing.** With the FAR exemption, second and third floor walls are moved in an additional five feet per side from the property lines. This results in homes using the current FAR exemption with overall exteriors that are smaller than those that don’t.
3. **Homes that fit best on a lot.** With the larger minimum side yard setbacks (7.5 feet, rather than 5.0 feet), the FAR exemption’s requirement that a house be centered on the lot increases the minimum distance it would otherwise be from neighboring homes.
4. **Homes that provide a better natural environment.** With the required wedding cake design, a smaller overall footprint, and lot centering, growing conditions are improved for the natural landscape surrounding the home.
5. **Homes that are less expensive to build.** By allowing more habitable space in a more compact structure, the size of a home’s foundation and roof could be reduced, resulting in lower construction costs.

Overall, I believe retaining the FAR provisions currently allowed, and listed above, would be in the best interest of the City of Bellevue, the neighbors adjacent to new construction, and the homeowners using these reasonable FAR exemption requirements.

Therefore, please continue to allow the FAR exemptions that would allow a new home that would provide our community the multiple benefits listed above. I hope you agree with me these FAR exemption requirements make for a better home, neighborhood and City.

Sincerely,

Todd
Todd R. Woosley
10633 SE 20th Street
Bellevue, WA. 98004
(425) 454-7150

Nesse, Katherine

From: pamela johnston <pamjjo@msn.com>
Sent: Wednesday, April 23, 2025 7:59 PM
To: PlanningCommission
Subject: engagement failure :middle housing

Follow Up Flag: Follow up
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The following statement came from a public records request for Missing Middle titles Missing_Middle_Olympia.DOCX (or pdf)

Lesson #4: Sharing public policy issues in bite-sized pieces may help improve public discussion¶

In Olympia's process, the recommendations reviewed by the work group were unveiled to Olympia citizens all at once in a draft summary document. To try to help people understand design and development standards currently in place versus the new proposed standards, staff developed a simple comparison chart. Graphics and illustrations explained how the proposed changes would apply to duplexes, triplexes, fourplexes, courtyard apartments, cottage developments, and other housing types on lots of various sizes.¶

However, citizens not familiar with zoning regulations found the complex set of recommendations difficult to comprehend. As a result, the proposal was quickly sloganized by opposing citizen groups both for and against the overall idea of adding housing units in existing neighborhoods. Once public discussion was effectively reduced to an 'all-or-nothing' debate, it became nearly impossible to regain focus on key public policy details. Detailed points of discussion by the knowledgeable work group early in the process never really entered the-

The document was from 2019.

This statement covers many of the Issues seen in the comp plan.
Residents requested a chart with the differences between new and existing
Staff never provided this as agreed.

-pamela johnston
425-200-2224

Nesse, Katherine

From: pamela johnston <pamjjo@msn.com>
Sent: Wednesday, April 23, 2025 8:20 PM
To: PlanningCommission
Subject: Utility rates and areas

Follow Up Flag: Follow up
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we have not received forecast on utility prices.

Mixed use areas and centers have been up zoned. Middle Housing is a further up zone.

— *pamela johnston.*

425-200-2224

Nesse, Katherine

From: pamela johnston <pamjjo@msn.com>
Sent: Wednesday, April 23, 2025 9:20 PM
To: Council; PlanningCommission
Subject: WAC 51-51-0302: multiple unit fire codes

Follow Up Flag: Follow up
Flag Status: Flagged

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ADU use are special types of housing that have requirements beyond just an addition to the house. See below Furthermore and setting up the regulations for ADU square footage with allowed beyond the square footage of the house. It is not clear how the footprint is being counted. Insurance and financing may have issues here changing things at the last minute like this should call for a chance for public feedback.

<https://app.leg.wa.gov/WAC/default.aspx?cite=51-51-0302>

Section R302—Fire-resistant construction.

R302.2.2 Common walls. Common walls separating *townhouse units* shall be assigned a fire resistance rating in accordance with Item 1 or 2 and shall be rated for fire exposure from both sides. Common walls shall extend to and be tight against the exterior sheathing of the exterior walls, or the inside face of exterior walls without stud cavities, and the underside of the roof sheathing. The common wall shared by two *townhouse units* shall be constructed without plumbing or mechanical equipment, ducts or vents, other than water-filled fire sprinkler piping in the cavity of the common wall. Electrical installations shall be in accordance with chapter **296-46B** WAC, Electrical safety standards, administration, and installation. Penetrations of the membrane of common walls for electrical outlet boxes shall be in accordance with Section R302.4.

—pamela. johnston

Nesse, Katherine

From: Nesse, Katherine
Sent: Wednesday, April 23, 2025 10:25 PM
To: PlanningCommission
Subject: FW: middle housing drawings for 04/23/2025
Attachments: 25-0423 A150.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Katherine (Kate) Nesse, PhD

Planning Manager & Planning Commission Liaison, Community Development Department

City of Bellevue

Phone: 425-452-2042

450 I 10th Avenue NE, Bellevue, WA 98004

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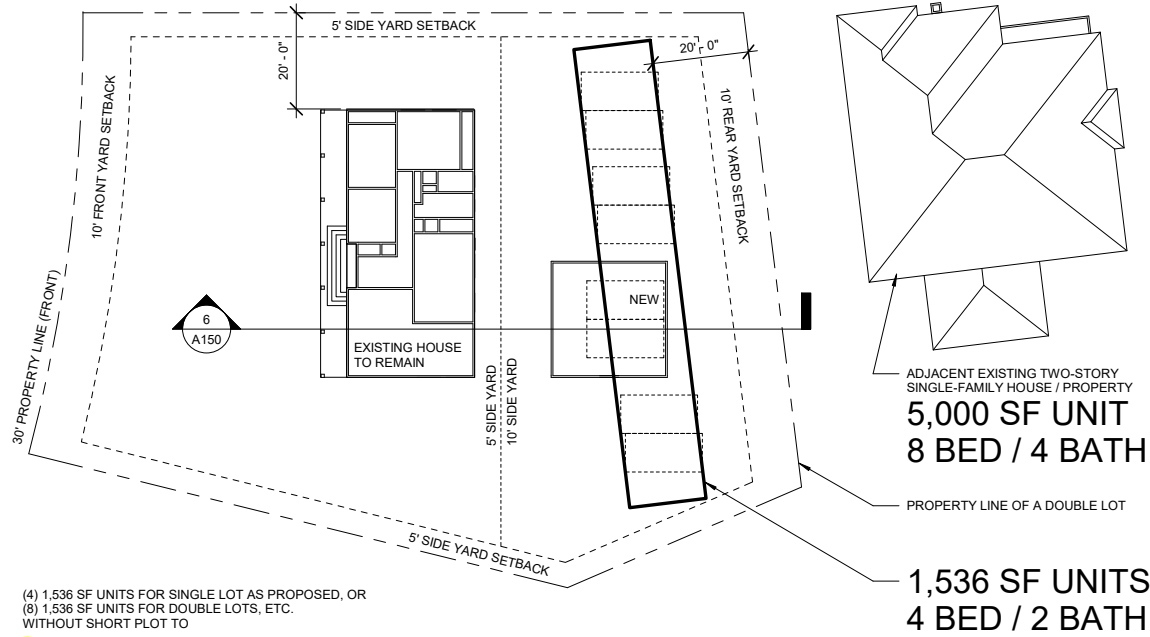
From: Howard Liu <howardjliu@hotmail.com>
Sent: Wednesday, April 23, 2025 6:26 PM
To: Nesse, Katherine <KNesse@bellevuewa.gov>
Subject: middle housing drawings for 04/23/2025

You don't often get email from howardjliu@hotmail.com. [Learn why this is important](#)

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for the meeting (attached PDF). thanks!

howard

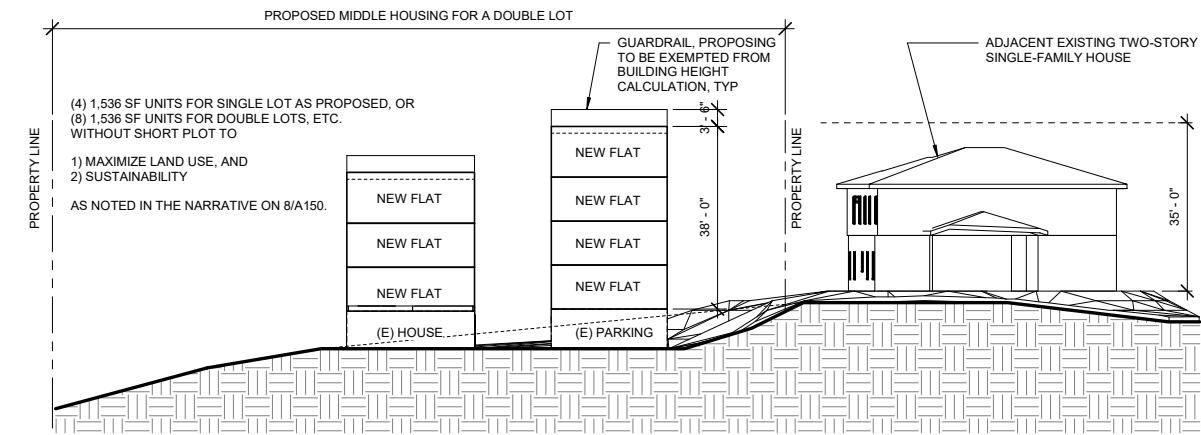


(4) 1,536 SF UNITS FOR SINGLE LOT AS PROPOSED, OR
(8) 1,536 SF UNITS FOR DOUBLE LOTS, ETC.
WITHOUT SHORT PLOT TO

- 1) MAXIMIZE LAND USE, AND
- 2) SUSTAINABILITY

AS NOTED IN THE NARRATIVE ON 8/A150.

5 SITE PLAN - PROPOSED
1" = 20'-0"



6 BUILDING SECTION - PROPOSED
1" = 20'-0"

FOR FLEXIBILITY AND NOT CHANGE THE CURRENT LAND USE CODE'S INTENDED LOOK AND FEEL:

- PLEASE REVISE TABLE 20.20.538.C.1 DEVELOPMENT REQUIREMENTS FOR MIDDLE HOUSING FROM DWELLING UNITS "PER LOT" REQUIREMENT TO "PER ACRE" TEXTS, MATCHING CHART 20.20.010 RESIDENTIAL DIMENSIONAL REQUIREMENTS (DWELLING UNITS "PER ACRE"), AND CHART 20.20.128.F.1 MIXED-INCOME MULTIFAMILY DEVELOPMENT (DWELLING UNITS "PER ACRE")

FOR SUSTAINABILITY AND MAXIMIZE LAND RESOURCES IN THE LAND USE CODE – NO SHORT PLOT TO FORCE THE DEMOLITION OF GOOD EXISTING BUILDINGS PLEASE (THAT'S A LOT OF WASTING EMBODIED ENERGY AND RESOURCES ON DEMOLITION AND NEW BUILDING CONSTRUCTION).

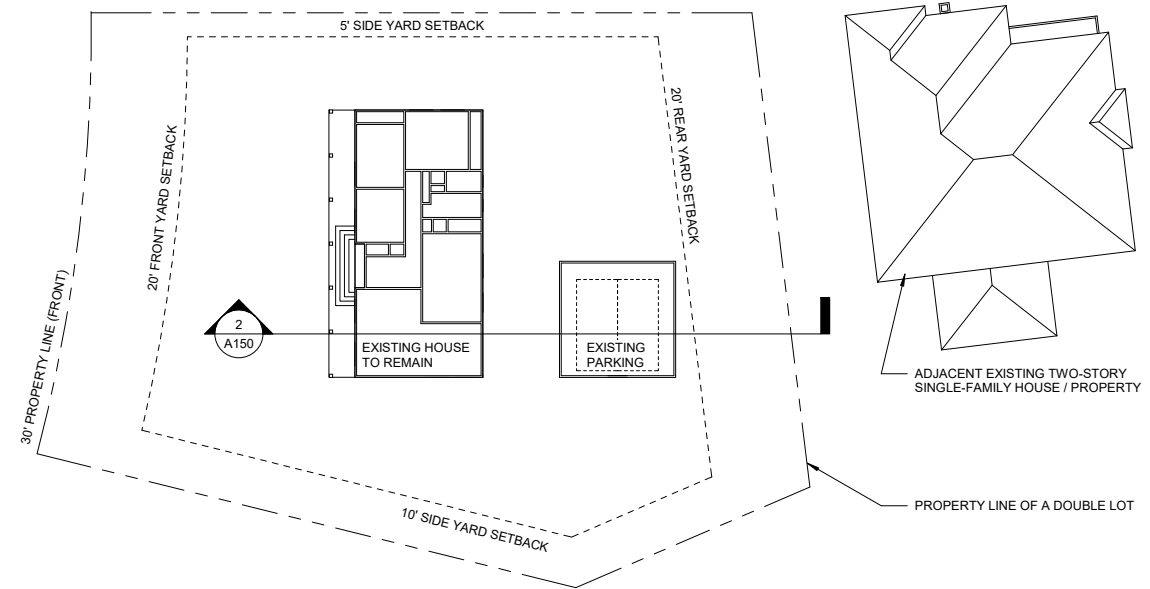
- PLEASE INCLUDE 4-STORIES STACK FLAT HORIZONTAL UNITS (NOT 3-STORIES VERTICAL UNITS ONLY, TO FORCE PEOPLE TO LIVE VERTICALLY), AS RESIDENTS WITH ACCESSIBILITY ISSUES NEED TO ACCESS THEIR LIVING SPACES FREELY HORIZONTALLY WITHOUT VERTICAL STAIRS OBSTRUCTIONS.

- PLEASE UPDATE THE FAR TO 0.85 (NOT 0.3) MINIMUM TO ALLOW FOR (4) BEDROOMS AND (2) BATHS UNITS (ABOUT 1,536 SF PER UNIT) TO MEET THE NEEDS OF MANY FAMILIES THAT WE HAVE SEEN IN RECENT YEARS.

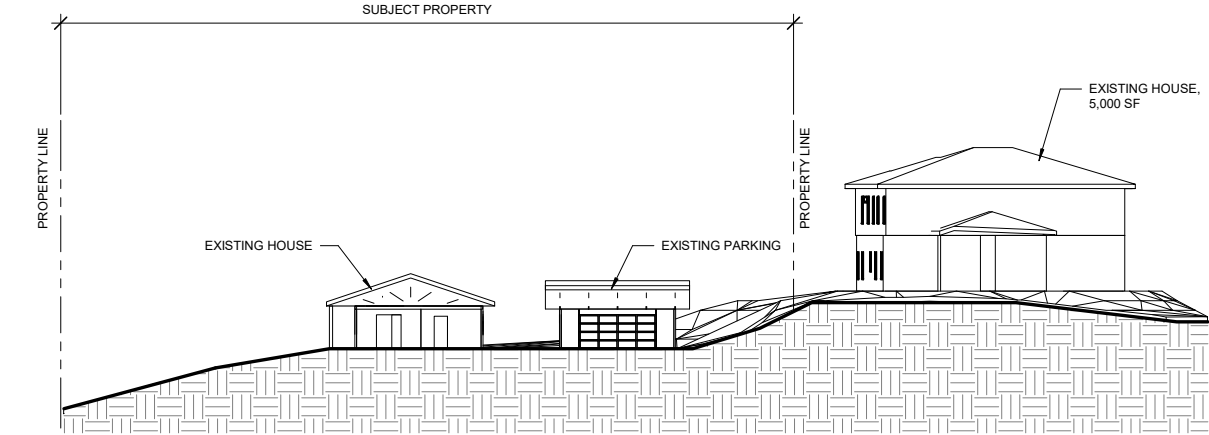
- FOR THE 38'-0" BUILDING HEIGHT, PLEASE EXCLUDE THE ROOFTOP GUARDRAILS SIMILAR TO OTHER MISCELLANEOUS ROOFTOP ELEMENTS FOR BUILDING MAINTENANCE OR OUTDOOR ACTIVITIES.

- PLEASE INCLUDE THIS INTENT: "DESIGNERS AND OFFICIALS ARE EXPECTED TO MEET OR EXCEED THESE REQUIREMENTS (THE LAND USE CODE) TO ENSURE PUBLIC HEALTH, SAFETY, AND WELFARE" IN THE LAND USE CODE, SIMILAR TO WHAT'S IN THE 2021 BELLEVUE BUILDING CODE (IBC) 101.2, 104.11, AND COMMON PROFESSIONAL PRACTICE AND EXPECTATION.

8 PROPOSAL NARRATIVE
1" = 1'-0"



1 SITE PLAN - EXISTING
1" = 20'-0"



2 BUILDING SECTION - EXISTING
1" = 20'-0"

ORED

Engineer Stamp

Revision

MIDDLE HOUSING PROPOSAL

BELLEVUE, WASHINGTON
Sheet Title

SITE PLAN & BUILDING SECTION

Jurisdiction Approval Stamp

Current Issue Date: 23 APR 2025

ORED Job Number: 07-0809-LKJX

Drawing Number

A150

PRE-DESIGN

Nesse, Katherine

From: Frank Klein <waterdog_fk@outlook.com>
Sent: Friday, April 25, 2025 1:55 PM
To: Council; Council Office; PlanningCommission
Cc: Newport Hills Community Club
Subject: Protest of recent city actions

Follow Up Flag: Follow up
Flag Status: Flagged

You don't often get email from waterdog_fk@outlook.com. [Learn why this is important](#)

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Dear Planning Commision and City Council members,

I write to you to share some concerns about recent decisions made through the planning commission process and recent actions taken by the City Council.

My name is Frank Klein and I live in the Newport Hills Community. My spouse and I are both retired Realtors. I sold real estate for 43 years and my spouse 17 years after working for the Bellevue school district for many years. We know the land, the buyer's desires, the seller's anxiety, the financials, the homes, family budget and the bundle of rights that go with owning a home.

Thoughtful consideration for the people living here now as well as the future is lacking with the approval of the Wu short plat of Newport Hills. This is going to change the character, look and livability of the neighborhood. Allowing properties in the classic community to be divided into additional housing has not been given the consideration deserving for the people living here or the people who will live here in the future.

Let me share livability issues as seen from the eyes of the people living here and people to live here in the future.

The land is an elevated flat plateau with limited access points from I-405 and Coal Creek Parkway which are located surrounding the plateau at lower elevations. If you drove around the area and did not know Newport Hills was here, you would never be aware of the Newport Hills area. The privacy and isolation due to topography is huge with buyers. It feels safe and it has been safe.

The ground itself is generally glacial till. The till contains various levels of clay keeping the ground from absorbing all the runoff produced by the rainfall. Thus, it is challenging to discharge roof water into each individual building site. Recently some homes have been torn down and replaced by much larger homes with impermeable surfaces as much 100% more than the original home torn down. It has been reported to me this has raised the water table at the new larger home and caused water issues with the neighboring homes.

The median income of households in the area is around \$120,000 per year. The new homes in the area are not being built to an affordable price target that matches the income of buyers. The homes being built to replace the original homes are also not being built to the desire of most buyers. It is well known the market for a home diminishes fast when the square footage of heated living space surpasses 3000 Square feet. The area as it was built has a mix of various sizing in homes. This is not happening in the new replacement construction. Most consumers of these large homes did not really set out to buy them. They buy them because of where they are and they can afford them, not because they wanted them. They also tend to not stay in them very long.

Take a closer look into the future with these large homes being built. We have been fortunate to not have had a wildfire in the area. We do have all the elements however and climate changes would indicate we will eventually have them. These large homes create wind tunnels that fan the flames of wildfires. We are all facing a period of lowering snow fall also and being asked to conserve water. I do not see water conservation being built into the new housing or the landscaping. We are all being asked to reduce our carbon footprint. Yet, we allow a home to be torn down that has carbon contained and replace it with another larger home that consumes more trees. Puget Sound Energy is constantly encouraging us to use less electricity and to move away from the use of natural gas.

How is building a home larger than needed or wanted going to accomplish or encourage conservation?

Why does the builder/developer build such large homes?

There is a market for large housing. The market is not really large, and it is not very constant. For the builder/developer it represents more profit per home built, but only if the market is willing, it gets built on time, the marketing costs do not get elongated, and the holding charges do not go on for months and sometimes more than a year. It is risky and motivated by the chance of more profit.

There is a formula for compromise that does allow more flexibility for replacing the original home on a single residential lot. Take the heated square footage of the homes on either side of the home to be replaced or remodeled. Add the square footages together, divide by two, and mutiple by 1.2%. You get a bigger home that still has a size relative to the original community and infrastructures. The formula restricts the profit that can be made, but is respectable income for the builder, developer or owner. With the formula, the incentive of profit is diminished, and high risk is not taken. There will always be the individual that will still want to go huge with no care to cost, but it is the exception instead of the standard.

There is also the issue of the protective covenants recorded on the title of most all homes in the Newport Hills area. The typical homeowner does not understand the implications of the covenants. I know governmental bodies as well as builder/Developers leverage the lack of knowledge the homeowner has relative to the homeowner's rights and what those rights can mean to the homeowner. It is only fair to allow more response time from the community to put together a unified reaction to the governmental takings you are taking. I use these strong words because it is exactly what you did, and the optics are not good for the position of the City going into a holiday weekend and a short response time for any opposition on an issue the community is largely not aware of. Some early polling of people around the property early on indicated very strong opposition. This was shared with and the City went forward anyway. You are aware strong opposition exists and you tried to catch the community off guard.

You need not fear doing better,

Frank Klein

Retired Realtor
Newport Hills Resident

Frank Klein

Nesse, Katherine

From: Heidi Dean <technogeekswife@yahoo.com>
Sent: Saturday, April 26, 2025 12:44 PM
To: Goeppeler, Craighton; Khanloo, Negin; Ferris, Carolyn; Bhargava, Vishal; Lu, Jonny; Villaveces, Andres
Cc: PlanningCommission; Malakoutian, Mo; NewportHillsCommunityClub Info; somerset98006@gmail.com; Bridle Trails Community Club; Ashley Kaiser
Subject: Fw: Wu Residence short plat decision: File # 22-103202 LN

Follow Up Flag: Follow up
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Dear Planning Commissioners:

FYI- within 3 days of HB 1096 (lot splitting bill) passing both chambers of the legislature the below referenced short plat application was noticed as "approved" in the 4/17/2025 Weekly Permit Bulletin. This application had languished in the Development Services files since 2022 following opposition from the Newport Hills neighborhood.

I'd like to thank Commissioner Lu for his suggestion that CoB identify neighborhoods with protective covenants and have the covenants readily available to provide to applicants wanting to make changes to their property. That's not enforcement, it's notification, and it could potentially save property owners, neighbors, and the CoB a lot of headaches if applicants were fully informed of potential issues prior to submitting an application.

The final decision for the Wu short plat states that no comments were received, which is untrue. The ability to appeal is predicated upon having provided comment prior to the final decision. As noted below, many people commented as individuals, as well as in petition form and via a letter from the NHCC board of directors on behalf of the club's membership.

While I understand this is a Process II decision and Planning Commission has nothing to do with it, I still wanted you to be aware. This kind of interesting "omission" happens more often than you realize, hence the reason you hear from so many of the neighborhood leaders with concerns/complaints about outreach and process. Also, neighborhood covenants were part of your discussion on the Middle Housing LUCA. As you can see, staff didn't even wait to see if HB 1096 would receive the governor's signature before deciding to approve an application that violates protective covenants. I predict a lot of legal action against the City of Bellevue in the near future as I'm aware of several neighborhoods with covenants that prohibit lot splits.

Take care,

Heidi Dean
Newport Hills

Copy sent to Save Bellevue Neighborhoods and One Bellevue resident groups

----- Forwarded Message -----

From: Heidi Dean <technogeekswife@yahoo.com>

To: rhansen@bellevuewa.gov <rhansen@bellevuewa.gov>

Cc: rhorner@bellevuewa.gov <rhorner@bellevuewa.gov>; Trisna Tanus <ttanus@bellevuewa.gov>; Carlson Diane (she/her) <dcarlson@bellevuewa.gov>; council@bellevuewa.gov <council@bellevuewa.gov>; Frank Klein <waterdog_fk@outlook.com>; Wayne Bressler <w-rbressler@msn.com>; NewportHillsCommunityClub Info <info@newporthillscommunityclub.org>; dduitch@comcast.net <dduitch@comcast.net>; lwallgren@bellevuewa.gov <lwallgren@bellevuewa.gov>

Sent: Saturday, April 26, 2025 at 11:22:20 AM PDT

Subject: Wu Residence short plat decision: File # 22-103202 LN

Hello Mr. Hansen:

I'm aware that you have taken over this file from original planner Christopher "Kimo" Burden. I assume the file is mostly electronic in nature, and therefore any emails submitted in relation to the short plat application would be contained within the electronic file the city has in its possession regardless of which staff member is assigned to it.

In [section IV. Public Notice and Comment \(pg 7\)](#) of the decision staff report published on April 17, 2025, it says this: "No comments have been received from the public as of the writing of this staff report." **This is untrue.** In the city's file should be the following letters of opposition that were submitted via email in 2022:

1. May 30, 2022: email from Deborah Dutch re: work illegally done prior to permit application, as well as issues with the notice of application and public comment period given the high # of non-English speaking neighbors surrounding the Wu property

2. June 2, 2022: separate emails from Frank Klein containing

- letter from Frank & Cathleen Klein outlining opposition to the short plat application
- a petition from Newport Hills residents within and adjacent to Plat #4 containing signatures of those who oppose the application

3. June 2, 2022: email from Heidi Dean (me) opposing the short plat application

4. July 8, 2022: email from Newport Hills Community Club board of directors (on behalf of the membership) opposing the short plat application on the basis of violation of covenants, precedent, city tree code, preservation of neighborhood character (as mentioned in the Neighborhoods element of the Comprehensive Plan)

5. (Date to be verified by Mr. Bressler): email from Wayne Bressler opposing the short plat application

These are the emails of opposition we know for sure were sent in 2022. We're verifying with neighbors in Plat 4 whether any of them sent emails independent of the signatures attached to the opposition petition.

It's concerning that such an important and precedent-setting decision could be made citing false information. Please help us understand why our emails of opposition were not noted in the final decision. They were all sent to Mr. Burden's email address with others copied in, including city council, former Land Use Director Elizabeth Stead and former city attorney Kathy Gerla, among others. As you know, the ability to appeal is based upon having submitted written comment prior to the final decision. If the CoB inaccurately portrayed that no comments were received that prevents residents from acting upon their legal right to appeal the decision. That in itself opens the CoB to legal action by its residents.

I appreciate your attention to this matter and look forward to your response.

Heidi Dean
Newport Hills resident since December 2000

Nesse, Katherine

From: Priscila Freitas <prisfreitas@hotmail.com>
Sent: Wednesday, April 30, 2025 10:21 AM
To: PlanningCommission
Subject: [Comment] Housing Opportunities in Mixed-Use Areas

Follow Up Flag: Follow up
Flag Status: Flagged

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To the attention of the Planning Commission

I agree Bellevue needs are changing and we have to adapt. I have concerns however to allow tall skyscrapers in areas such as Factoria, or anywhere outside downtown. Bellevue is surrounded by greenbelts, Mercer Slough and so much natural beauty that makes our city special. Tall skyscrapers will significantly change the skyline of our city to feel too crowded and too urbanized.

My recommendation is to follow the building code already in use of other nearby cities such as Redmond, which limits mixed-used areas to buildings 7 floors high. With all the development in Downtown and Overlake areas in Redmond, including offices, mixed-use and the light rail stations, you still see a skyline that is green and welcoming even when you drive in 520 Eastbound. As I drive around I-90 and 405 in Bellevue, I still want to see similar appeal, with tall skyscrapers staying limited to Downtown Bellevue, not elsewhere.

Thanks for your time to listen to community input.

Priscila Freitas
Bellevue Resident since 2006
Registered Voter

Nesse, Katherine

From: Evan Lee <evnl.business@gmail.com>
Sent: Wednesday, April 30, 2025 6:13 PM
To: Council; PlanningCommission
Subject: Clearer signage for parking walkoffs

Follow Up Flag: Follow up
Flag Status: Flagged

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I want Bellevue to adopt a policy ensuring clear, fair terms for parking on privately owned, publicly accessible lots. Currently, many lots display vague, perhaps nebulous, “no walk-off, violators will be towed at their expense” signage without specifying parking duration, conditions for use, or ways to extend time.

These ambiguous rules are harming surrounding businesses by discouraging customers from shopping at multiple stores. When shoppers are penalized for walking between businesses, it creates unnecessary barriers to commerce and limits the flow of potential customers between nearby retailers. This directly impacts tax revenue and the vitality of local businesses.

The City should require:

- Clearly posted terms of permitted parking duration,
- Disclosure of penalties (e.g., towing or fines),
- Options for time extension (e.g., app, validation, or purchase), and
- Clear differentiation between customer and general-use areas, if relevant.

This would reduce unfair enforcement, promote walkable commerce, and support consumer trust.

Nesse, Katherine

From: Barbara Hughes <barbara_hughes@hotmail.com>
Sent: Friday, May 2, 2025 12:50 PM
To: PlanningCommission
Cc: Bridle Trails Community Club
Subject: BTCC meeting 5/5

[EXTERNAL EMAIL Notice!] Outside communication is important to us. Be cautious of phishing attempts. Do not click or open suspicious links or attachments.

With apologies for the short notice. Bridle Trails Community Club would like to invite you to observe our upcoming meeting at Cherry Crest Elementary School on Monday May 5th.

We hope to see you there,

Barbara Hughes
BTCC - Board President
425-443 9257

Bridle Trails Community Club meeting Monday May 5th 7-8.15pm, Cherry Crest Elementary School cafeteria.

Informal social time from 6.45pm. Meeting starts at 7pm.

1. **Bellevue's new City Manager Diane Carlson** will talk and take questions
2. **Paul Thomsen, Bellevue C.E.R.T (Community Emergency Response Team)** course will talk and take questions. This is a free course for Bellevue residents
3. **Development Services Director Rebecca Horner, Planning Manager Kristina Gallant and Senior Planner, Code and Policy, Kirsten Mandt** will hold a Question and Answer session on Middle Housing

From: [Newport Hills Community Club](#)
To: [Goeppele, Craighton](#); [Khanloo, Negin](#); [Ferris, Carolyn](#); [Lu, Jonny](#); [Villaveces, Andres](#)
Cc: [PlanningCommission](#); [Council](#)
Subject: HOMA LUCA
Date: Tuesday, May 6, 2025 11:58:27 AM
Attachments: [NHCC Board Letter re HOMA.docx](#)

Some people who received this message don't often get email from info@newporthillscommunityclub.org. [Learn why this is important](#)

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Dear Planning Commission:

Please see the attached letter from the Newport Hills Community Club board re: the HOMA LUCA, which will be discussed at your 5/14/2025 meeting.

Members of the NHCC's Advocacy Committee have been following the HOMA LUCA since January (we missed the initial rollout in December due to the holidays, school commitments, etc.). We will continue to stay engaged and will be working with our Newport Hills neighbors to provide additional comment. As the strike drafts are prepared in legalese and "planner speak", it takes time to adequately translate for the general public what it all means: what's proposed, how it will impact them, and what they can do about it.

It appears we will also be taking on the role of engagement/outreach with other affected neighborhoods around the Northtowne and BelEast shopping centers, as conversations with residents and businesses in those areas indicate they've received zero notification of what's coming their way with the HOMA LUCA.

Thank you for your consideration of our letter.

Newport Hills Community Club Board (17 members)

Dear Planning Commissioners and Councilmembers:

The board of the Newport Hills Community Club wishes to acknowledge the March 25th letter submitted to the Planning Commission by Jodie Alberts on behalf of the Bellevue Chamber of Commerce's PLUSH Committee. We would like to express our agreement with PLUSH Committee's assessment that the HOMA LUCA

- Is not ready for a public hearing and requires more work
- Is not subject to a hard deadline; it can be easily paused for proper analysis and application
- Applied a broad brushstroke approach to analyzing the various mixed use areas and crafting code

Good planning relies on good data

Further, we'd like to point out that until the Middle Housing LUCA is completed and its success determined, with the unintended consequences assessed, then moving forward with the HOMA LUCA is unnecessary and, in fact, irresponsible. Commissioners and residents have both asked the planners for affordable housing projection information and mitigation strategies but those have not been received. It's unnecessary to move forward with HOMA, utilizing the broad brushstroke approach, when in fact the Neighborhood Centers could better serve Bellevue residents by remaining focused on commercial uses as the residential areas around them are densified under the Middle Housing LUCA.

Neighborhood Centers

During the 2044 Comprehensive Plan update the catch-all term "Neighborhood Centers" was introduced, encompassing a hodge podge of unrelated commercial property types ranging from individual properties at an intersection (NE 8th St./148th Ave NE), to small neighborhood shopping centers, to mid-size shopping centers on major arterials. The Planning Commission proposed, and the city council adopted into the final 2044 Comprehensive Plan update, the following:

- Mixed Use-Lowrise would encompass all Neighborhood Business (NB) and Community Business (CB) zoned properties → this was adopted as MU-Lowrise 1
- Lake Hills Village, Lakemont Village, and Kelsey Creek Shopping Center, which were studied at a higher level during the FEIS, would be designated as Mixed Use-Low/Midrise → this was adopted as MU-Lowrise 2
- MU-L 1 was to remain 2-4 stories while MU-L 2 would allow 4-6 stories

Density to "thrive"

Within months of the Comprehensive Plan's adoption the HOMA LUCA would wipe out the MU-L 1 designation under the guise of "needing density to support the businesses". However, none of the MU-L 1 Neighborhood Centers need help to thrive other than Newport Hills, which needs an ownership group that will commit to taking care of the property.

- **Northtowne Shopping Center (built 1957):** 100% occupancy for 8+ years prior to its sale in August 2023; it currently has one (possibly two) vacant spaces after rents were raised post-sale; mix of grocery, gas/service station, restaurants, service businesses
- **BelEast Shopping Center (built 1956):** 100% occupancy; 1 brief vacancy in 2023; long-time ownership has no interest in selling; mix of grocery, restaurants, service businesses
- **Newport Hills Shopping Center (built 1961-63):** out of 18 spaces 4 have been left vacant long-term despite inquiries directed to ownership group re: all of them; 1 space rented out for two years as an incoming “restaurant”- it was actually a storage unit (not an allowed use in NB) and the lessees recently vacated the space; buildings not maintained; landscaping not maintained for almost two years until late March (north part of property remains unmaintained); mix of restaurants, service businesses, and fitness & recreation

The “help” that Newport Hills Shopping Center could use would be updating and expanding the type of commercial uses allowed under NB zoning, or perhaps special allowances for this particular center, as was discussed with city council and staff years ago. Allowed commercial uses has been a limiting factor for Newport Hills since 2010 and several great businesses were unable to locate here because of it. In 2010/11 NHCC leadership including Michelle Hilhorst attempted to work with the city to update allowed uses for the shopping center. Councilmembers expressed support during council meetings but city staff did not follow through. Later, Heidi Dean attempted to secure the help of multiple Economic Development Directors including Tom Boydell, James Henderson, and Jesse Canedo, with only Tom Boydell being willing to meet for a discussion (2013).

Why are the upzones really necessary?

The “necessity” of upzoning the three aforementioned Neighborhood Centers and the commercial properties around them can be found in the comments received in response to the Draft EIS ([DEIS Comments - Text and Pdfs 6.30.23.pdf](#)):

- **Northtowne (pg 309-310, submitted June 12, 2023):** the real estate advisors for the pending buyers asked for a change of zoning designation to MU-Midrise (7-10 stories) in response to the DEIS
- **BelEast (pg 355-356, submitted June 12, 2023):** Aegis Living owns a parcel across the street from the BelEast Shopping Center. They scrapped their plans to build a memory care community and want to sell to a multi-family housing developer, so they asked for height and density increases under NB zoning. In response, staff changed the zoning designation for **all** nearby commercial properties to MU-Midrise instead of having Aegis apply for an annual Comprehensive Plan Amendment & rezone for their property.
- **Newport Hills (pg 365-369, submitted June 12, 2023):** Heartland LLC, representing Rainier Northwest Group, requested a change of zoning designation to MU-Midrise. Heartland and Rainier Northwest continued to ask for a spot rezone throughout the Comprehensive Plan update, including the “zoning designation” debate during Spring 2024. Rainier Northwest’s ownership

continues to submit letters asking for upzones and to be included in writing the code that will dramatically alter the Newport Hills neighborhood. During the NHCC's March 23rd Spring General Membership Meeting HOMA planner Mathieu Menard let slip that there is already a developer with plans waiting in the shadows. It seems that Rainier Northwest is waiting for the CoB to "lift the lid" on NB zoning so they can move forward with the sale to what is presumed to be yet another housing developer.

At least in the case of the NB zoned Neighborhood Centers, HOMA appears to be a last-ditch effort at giving the property owners an upzone that they cannot otherwise receive through the Annual Comprehensive Plan Amendment process because they fail to meet the "significantly changed conditions" requirement.

Does upzoning Neighborhood Centers really work?

City of Seattle has also concentrated on upzoning existing Neighborhood Centers or creating new ones. Has that worked to create more affordable housing in Seattle as the residential areas around them were upzoned as well? Or were small businesses unnecessarily forced out of neighborhoods and the residents forced to go further to seek goods and services once available to them within their neighborhoods? Bellevue's planners have been clear that existing Neighborhood Centers would become focused on the residential portion during rezoning and redevelopment. Also, with fee-in-lieu option available inclusion of affordable housing is not a guarantee of the new development; in fact, it's highly unlikely.

The proposed HOMA LUCA would do nothing to support the small businesses in the Neighborhood Centers. What it **would** do is

- It would violate multiple elements of the newly-adopted Comprehensive Plan including Transportation, Neighborhoods, Economic Development, Environment, Land Use.
- It would violate the concurrency requirement for infrastructure in the Growth Management Act, particularly transportation/traffic congestion, though utilities is certainly a concern with the city's aging network of water pipes and mains
- It would violate the city council's vision for "high performance government" that works with its residents and the neighborhoods they represent, as HOMA was crafted by staff with input from the Bellevue Development Committee and commercial property owners prior to being presented to the public for comment. The businesses at Northtowne Shopping Center and BelEast Shopping Center, as well as the residents living around those centers, are completely unaware of HOMA; no attempts were made to engage with them despite being prime targets of this LUCA.

We ask you to recommend putting the HOMA LUCA on hold for more in-depth analysis after the Middle Housing LUCA has been implemented. We also ask that residents be included early on and treated as stakeholders on par with those in the development community when it comes to helping to craft any code changes that impact the neighborhoods in which we live.

With thanks,

Newport Hills Community Club Board

From: [Lake Heights](#)
To: [Council](#)
Cc: [PlanningCommission](#)
Subject: Middle Housing input
Date: Tuesday, May 6, 2025 1:06:15 PM
Attachments: [25-0506 A150.pdf](#)

You don't often get email from lakeheights4101@gmail.com. [Learn why this is important](#)

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Dear Councilmembers,

Sorry that we ran out of time to resolve this code conflict between HB 1110 and Bellevue Land Use Code with Development Services and Planning Commission. Therefore, below is the input / issue that we hope to see resolution to meet both HB 1110 and Bellevue Land Use Code intent:

Can we please revise the proposed "per Lot" requirement in the upcoming Land Use Code Amendment (LUCA) to "per Acre" (current code, not more restrictive for density)?

Our understanding of HB 1110 is to create more homes to meet growing needs by increasing middle housing in single-family zones, while

1) to meet the affordability goals, and
2) enhanced quality of life and environmental protection
per HB 1110 Sec. 1,

compatible in scale, form, and character with single-family houses
per HB 1110 Sec. 2, and

to not require more restrictive requirements than single-family residences
per HB 1010 Sec. 3.

In the current proposed LUCA, Table 20.20.538.C.1 (development requirements for middle housing) calls for Dwelling Units "per Lot" following HB 1100 texts.

However, the current Bellevue Land Use Code, Chart 20.20.010 (dimensional requirements - residential) calls for Dwelling Units "per Acre" in the past and current for decades.

This new "per Lot" proposed requirement is more restrictive than the "per Acre" requirement in the current Land Use Code, not following HB 1110 Sec. 3.

Moreover, the "per Lot" requirement can force a double lot to short plat. Consequently, forcing fine existing building(s) to be demolished (wasting embodied energy and building materials in demolition and building new, and not affordable), not following HB 1110 Sec. 1 (item 1 and 2 noted above).

Attached PDF shows how we can double unit counts on a 14,400 SF double lot and preserve a

fine existing home (meeting HB 1110 Sec. 1) (4 units on a lot, 8 units on a double lot, etc.).

Without keeping the current “per Acre” intent in the Bellevue Land Use Code, we are cutting back the living opportunity by 50% when a 14,400 SF double lot can provide 8 units (not just 4).

Thank you for your time and consideration. Please let me know if there are any questions so that we can be as helpful as possible to provide the best for Bellevue.

Kind regards,

Howard Liu, Principal
Office for Real Estate Development (ORED)
<https://www.linkedin.com/in/howard-liu-66171828>
05/06/2025

From: [Lake Heights](#)
To: [Council](#)
Cc: [PlanningCommission](#)
Subject: Re: Middle Housing input
Date: Wednesday, May 7, 2025 12:50:55 PM
Attachments: [25-0507 A150.pdf](#)

You don't often get email from lakeheights4101@gmail.com. [Learn why this is important](#)

[EXTERNAL EMAIL Notice!] Outside communication is important to us. Be cautious of phishing attempts. Do not click or open suspicious links or attachments.

Thanks!

Please replace the last PDF with this updated PDF (25-0507 A150.PDF) in the attachment, as it includes an illustration on the negative impact in a short plat situation.

Thank you so much for your time and consideration again.

Howard Liu, Principal
Office for Real Estate Development (ORED)
<https://www.linkedin.com/in/howard-liu-66171828>
05/07/2025

On Tue, May 6, 2025 at 1:06 PM Council Emails <Council@bellevuewa.gov> wrote:

Dear Lake Heights,

Thank you for contacting the Bellevue City Council. This email is to confirm the Council has received your email and appreciates your engagement with leadership. Your email will be shared with key staff in the city working on this issue.

Regards,



Michelle Luce (She/Her) | **Jacques Imperial** (She/Her)

Executive Assistants to City Council

425-452-7810 | CouncilOffice@bellevuewa.gov | BellevueWA.Gov

On Tue, May 6, 2025 at 1:05 PM Lake Heights <lakeheights4101@gmail.com> wrote:

Dear Councilmembers,

Sorry that we ran out of time to resolve this code conflict between HB 1110 and Bellevue Land Use Code with Development Services and Planning Commission. Therefore, below is the input / issue that we hope to see resolution to meet both HB 1110 and Bellevue Land Use Code intent:

Can we please revise the proposed "per Lot" requirement in the upcoming Land Use Code Amendment (LUCA) to "per Acre" (current code, not more restrictive for density)?

Our understanding of HB 1110 is to create more homes to meet growing needs by increasing middle housing in single-family zones, while

- 1) to meet the affordability goals, and
 - 2) enhanced quality of life and environmental protection
- per HB 1110 Sec. 1,

compatible in scale, form, and character with single-family houses
per HB 1110 Sec. 2, and

to not require more restrictive requirements than single-family residences
per HB 1010 Sec. 3.

In the current proposed LUCA, Table 20.20.538.C.1 (development requirements for middle housing) calls for Dwelling Units "per Lot" following HB 1100 texts.

However, the current Bellevue Land Use Code, Chart 20.20.010 (dimensional requirements - residential) calls for Dwelling Units "per Acre" in the past and current for decades.

This new "per Lot" proposed requirement is more restrictive than the "per Acre" requirement in the current Land Use Code, not following HB 1110 Sec. 3.

Moreover, the "per Lot" requirement can force a double lot to short plat. Consequently, forcing fine existing building(s) to be demolished (wasting embodied energy and building materials in demolition and building new, and not affordable), not following HB 1110 Sec. 1 (item 1 and 2 noted above).

Attached PDF shows how we can double unit counts on a 14,400 SF double lot and preserve a fine existing home (meeting HB 1110 Sec. 1) (4 units on a lot, 8 units on a double lot, etc.).

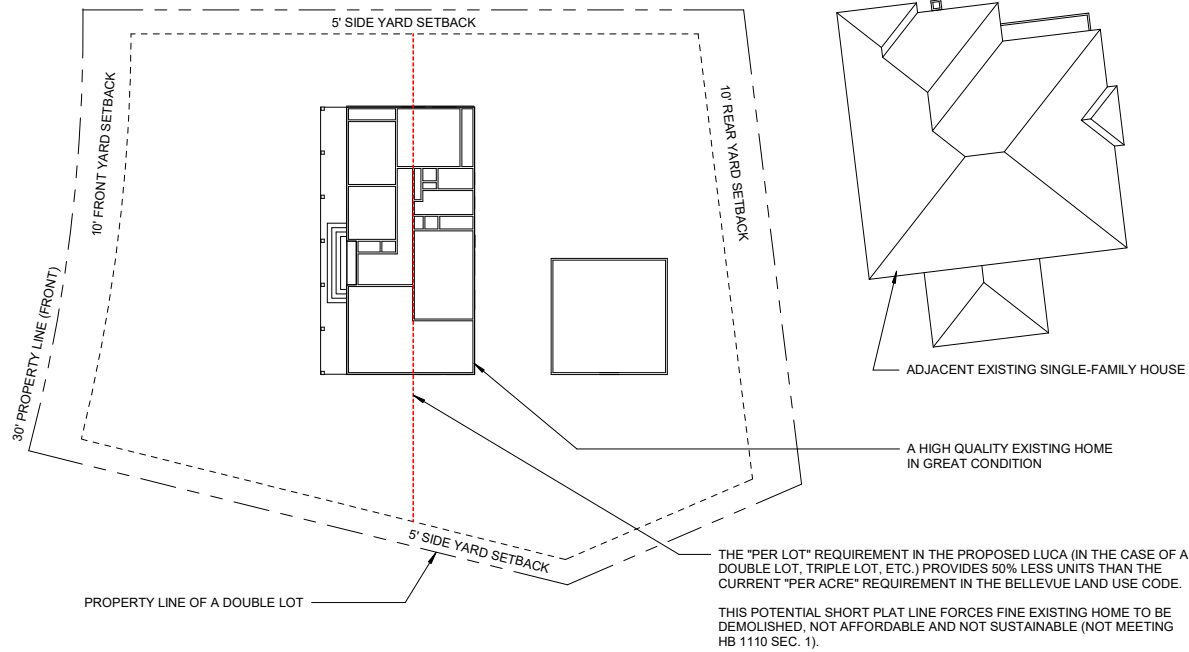
Without keeping the current "per Acre" intent in the Bellevue Land Use Code, we are cutting back the living opportunity by 50% when a 14,400 SF double lot can provide 8 units (not just 4).

Thank you for your time and consideration. Please let me know if there are any questions so that we can be as helpful as possible to provide the best for Bellevue.

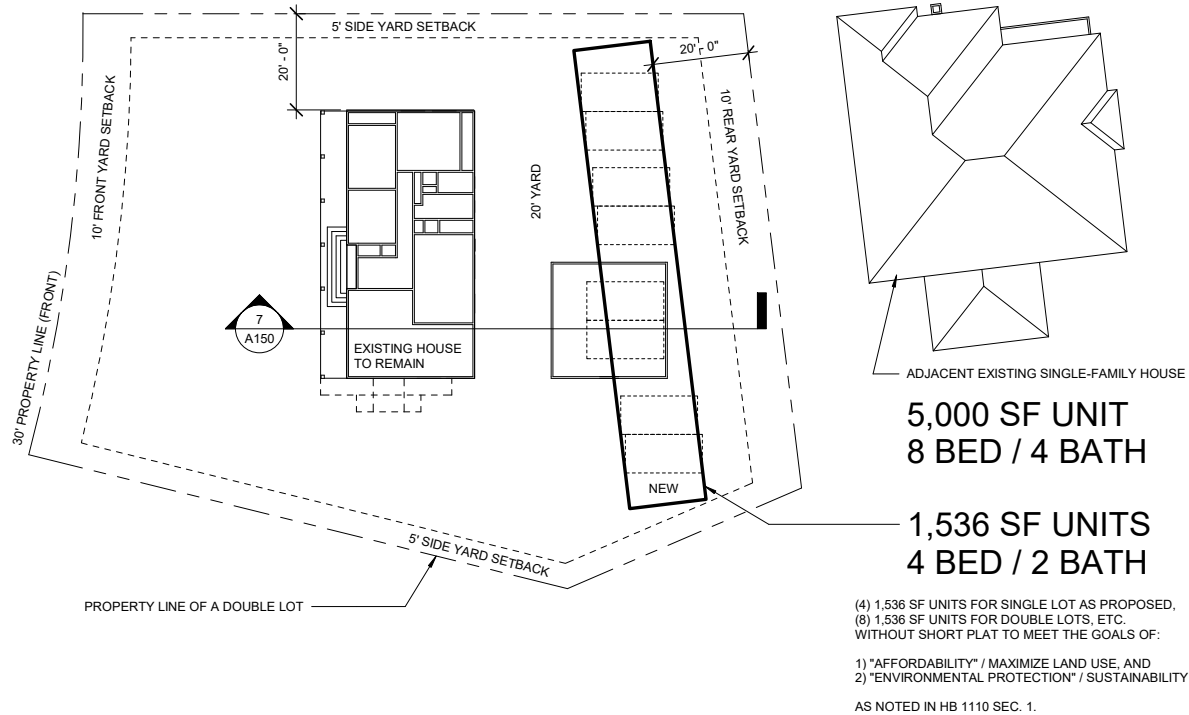
Kind regards,

Howard Liu, Principal
Office for Real Estate Development (ORED)
<https://www.linkedin.com/in/howard-liu-66171828>

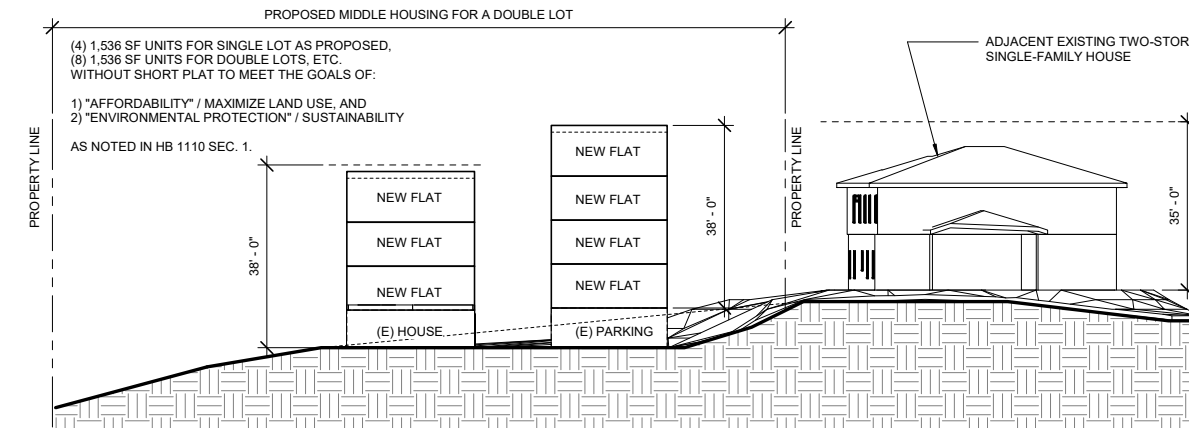
05/06/2025



5 SITE PLAN - SHORT PLAT IMPACT
1" = 20'-0"



6 SITE PLAN - PROPOSED
1" = 20'-0"



7 BUILDING SECTION - PROPOSED
1" = 20'-0"

TO MEET HOUSE BILL 1110 (HB 1110) AND THE CURRENT BELLEVUE LAND USE CODE INTENT:

PLEASE REVISE THE PROPOSED LAND USE CODE AMENDMENT (LUCA)
TABLE 20.20.538.C.1 (DEVELOPMENT REQUIREMENTS FOR MIDDLE HOUSING)

FROM DWELLING UNITS "PER LOT" REQUIREMENT TO "PER ACRE" REQUIREMENT, MATCHING

CHART 20.20.010 RESIDENTIAL DIMENSIONAL REQUIREMENTS (DWELLING UNITS "PER ACRE"), AND

CHART 20.20.128.F.1 MIXED-INCOME MULTIFAMILY DEVELOPMENT (DWELLING UNITS "PER ACRE")

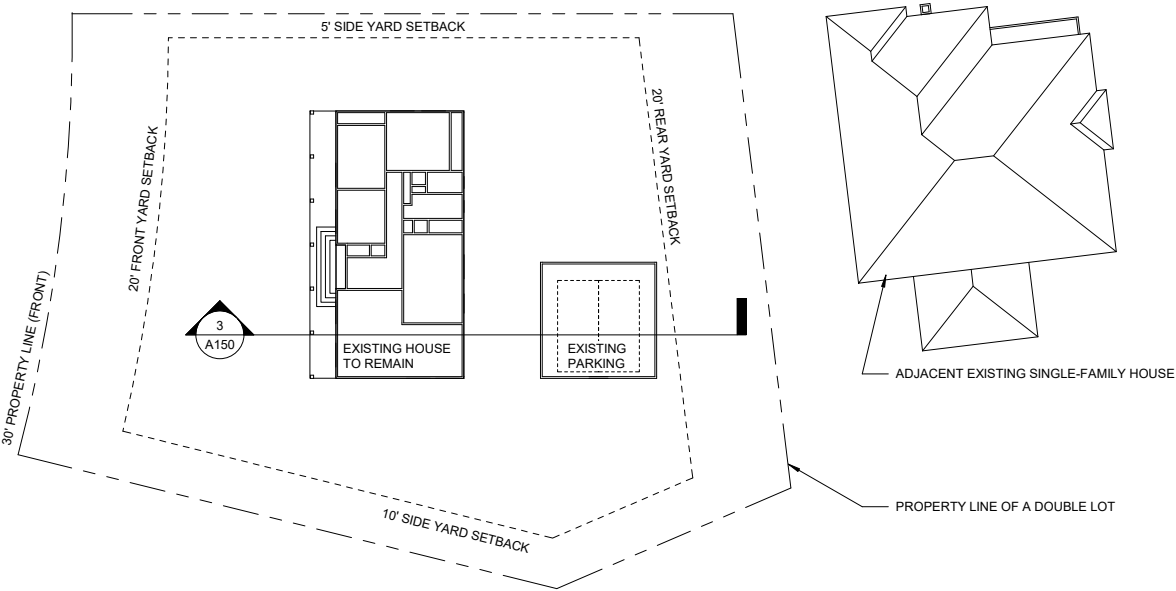
THAT ARE CURRENTLY IN THE BELLEVUE LAND USE CODE, FOR AFFORDABILITY AND SUSTAINABILITY PER HB 1110 SEC. 1.

PLEASE, NO SHORT PLAT WHEN NOT NEEDED TO FORCE THE DEMOLITION OF GOOD EXISTING BUILDINGS, AS DEMOLISH FINE EXISTING BUILDINGS AND BUILD NEW IS WASTING A LOT OF EMBODIED ENERGY AND RESOURCES: NOT AFFORDABLE, NOT SUSTAINABLE, AND NOT MEETING WHAT'S NOTED IN HB 1110 SEC. 1.

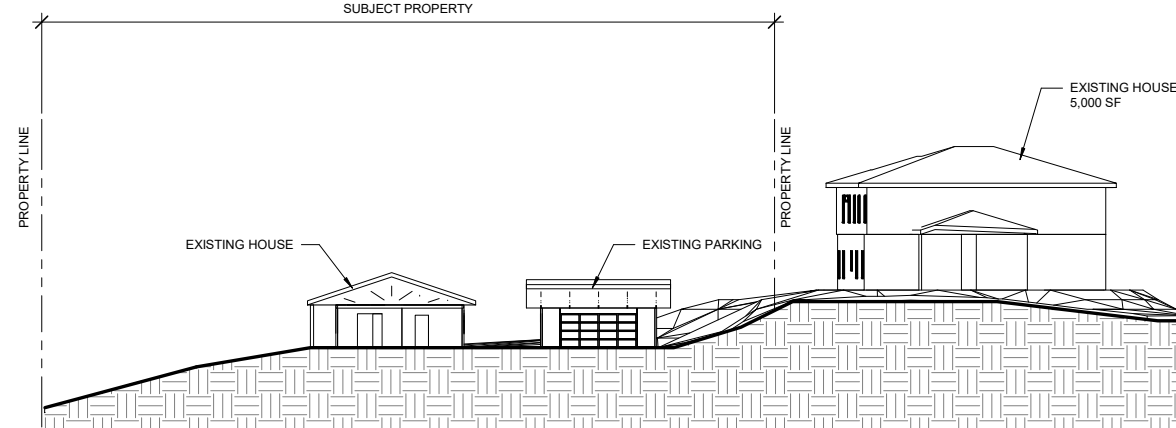
FORCING PEOPLE TO SHORT PLAT WITH THE PROPOSED NEW "PER LOT" REQUIREMENT IS MORE RESTRICTIVE THAN THE CURRENT "PER ACRE" REQUIREMENT IN THE BELLEVUE LAND USE CODE, NOT FOLLOWING HB 1110 SEC. 3.

THE PROPOSAL NOTED ABOVE WILL PROVIDE MORE OPPORTUNITIES FOR PEOPLE TO LIVE, MEETING THE NEEDS NOTED IN HB 1110, WHILE NOT CHANGING THE INTENDED LOOK AND FEEL OF THE CURRENT BELLEVUE LAND USE CODE.

1 PROPOSAL NARRATIVE
1" = 1'-0"



2 SITE PLAN - EXISTING
1" = 20'-0"



3 BUILDING SECTION - EXISTING
1" = 20'-0"

ORED

Engineer Stamp

Revision

MIDDLE
HOUSING
PROPOSAL

BELLEVUE, WASHINGTON
Sheet Title

SITE PLAN &
BUILDING
SECTION

Jurisdiction Approval Stamp

Current Issue Date: 07 MAY 2025

ORED Job Number: 07-0809-LKJX

Drawing Number

A150
PRE-DESIGN