

COPY OF ORIGINAL FILED  
MAY 21 1993  
King County

REGENCY WOODS DIVISION 4  
DECLARATION OF  
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

THIS INDENTURE AND DECLARATION running with the land, made this 6th day of May, 1993, by PARKLANE VENTURES, INC., a Washington corporation ("Declarant"),

WITNESSETH:

WHEREAS, Declarant is the owner in fee of certain real property (the "Real Property") described as Regency Woods Division 4, consisting of Lots 1 through 111 (the "Lots"), under King County Auditor's No. 9105140217.

WHEREAS, Declarant desires to impose certain protective covenants upon the Real Property for the mutual benefit of all owners, present and future;

NOW, THEREFORE, Declarant hereby declares as follows:

ARTICLE I

1.1 Declaration. The Lots shall be held, sold and conveyed subject to the easements, covenants, conditions and restrictions set forth herein, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots. Such easements, covenants, conditions and restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in any Lot and shall inure to the benefit of each owner thereof; and are imposed upon each Lot as a servitude in favor of each and every other Lot as the dominant tenement.

1.2 Term. This Declaration shall be effective for an initial term, expiring December 31, 2010, and thereafter by automatic extension for successive periods of ten (10) years each, unless terminated, at the expiration of the initial term or any succeeding ten-year term by a Termination Agreement executed by the then owners of not less than one hundred percent (100%) of the Lots then subject to this Declaration.

1.3 Architectural Control Committee. The Architectural Control Committee ("ACC") shall consist of not more than three (3) members who shall be appointed initially by Declarant and remain in office until such time as one hundred percent (100%) of the Lots subject to this Declaration and any Supplemental Declarations have been built upon and conveyed from the home builder to a consumer. At any time prior to the resale of one hundred (100%) of the Lots to the consumer, Declarant reserves the right to extend the initial appointment of the ACC for a period of time not to exceed four (4) years from the date of the extension. Declarant further reserves unto itself the right to dissolve the ACC appointed by Declarant, thereby vesting the membership of the Homeowners Association with the authority to meet and appoint a successor ACC. The ACC may designate a single person to act on behalf of the ACC. No member of the ACC shall be entitled to compensation. The initial ACC shall consist of Chris Nieman, or delegates, from Parklane Ventures, Inc., 31620 - 23rd Avenue South, Suite 320, Federal Way, Washington 98003.

1.4 Homeowners Association. A Homeowners Association shall be created to manage, administer and maintain the entire property of Regency Woods Division 4 and shall be responsible for the operation, maintenance and repair of the irrigation and lighting systems for the crossings in the County right-of-way on South 380th Street. The name of the Homeowners Association shall be "Regency Woods Division 4 Homeowners Association."

30511-002-001-0400-01 KING COUNTY RECORDS 005 11

## ARTICLE II

2.1 Easements. On each lot, an easement is reserved under and upon five-foot strips of land parallel and adjacent to front and rear boundary lines and to side-street boundary lines, and under and upon two and one-half (2-1/2) foot strips of land adjacent to the side boundary lines (except any side-street boundary lines) for utility installation and maintenance, including but not limited to power, telephone, water, sewer, drainage and gas, together with the right to enter upon the lot at all times for such purposes. Additional utility easements are reserved as shown on the recorded plat, and others may also be recorded if required by governmental agencies or other bodies. Within such strips no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change, obstruct or retard the flow of water through drainage channels. Such easement areas and all improvements therein shall be maintained by the owner of the lot, except as to utilities services improvements located therein, which are the responsibility of the utility entity owning such improvements. Fencing and landscape plantings are permitted on site and rear property lines as approved by the ACC.

2.2 Services. No building shall be located on any lot nearer to the lot lines than required by the codes and ordinances governed by King County. Builder must have specific written approval from the ACC on the placement of the house prior to commencing construction.

## ARTICLE III

3.1 Site Preparation. Clearing and grading, including, but not limited to the cutting or transplanting of natural vegetation on any lot, shall not be undertaken until plans for the single-family dwelling to be constructed thereon are approved by the ACC as provided for herein.

3.2 Construction Approval. No building or other structure shall be commenced, erected or altered upon any lot, nor shall any exterior addition be made until the construction plans and specifications and a plot plan showing the nature, kind, shape, height, materials, colors and location of the same shall have been submitted to and approved in writing by the ACC as to harmony of exterior design and location in relation to, and its effect upon, surrounding structures and topography. If the ACC fails to approve or disapprove such design and location within thirty (30) days after such plans and specifications have been received by it, approval will not be required, and this Article will be deemed to have been fully complied with. All plans, specification and plot plans are to be submitted to the Committee at the following address: Chris Nieman, Parklane Ventures, Inc., 31620 - 23rd Avenue South, Suite 320, Federal Way, Washington 98003, or at such other address as may hereafter be given in writing to the lot owners by the Declarant or the ACC.

3.3 Construction Time. Any dwelling or structure erected or placed on any lot shall be completed as to external appearance, including finish painting, within six (6) months from date framing commences. Landscaping shall be completed within six (6) months from date dwelling is completed, inclusive of the lawn, rockery, shrubbery, etc. for the entire front yard, lot line to lot line, and within twelve (12) months, the entire yard, including front, rear and sides, shall be completed.

3.4 Size of Improvements. Single-family dwelling units, excluding garages, porches, and eaves shall have a living area of not less than 1,400 square feet for multi-level construction.

Single-level dwellings must have a finished living area of not less than 1,200 square feet.

3.5 Roofs. Roofs on all buildings in Regency Woods Division 4 must be finished with 25-year Dimensional Laminated Class A Asphalt Roofing, unless written approval for use of other materials is granted by the ACC prior to construction. The color of all roofing throughout Regency Woods Division 4 shall be slate grey, unless written approval for use of another color is granted by the ACC prior to installation. No flat roofs shall be allowed.

3.6 Driveways. All driveways, exterior walks, and patios shall be concrete unless approval for use of other materials is granted by the ACC.

3.7 Fences. No fence, wall, or hedge shall be erected or placed on any lot nearer to any street than the minimum building setback line, or the actual building setback lines, whichever is further from the street, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two (2) feet above the finished grade at the back of said wall. Fences bordering greenbelt areas shall be erected with the finished side facing the greenbelt areas. No fencing shall be permitted in the front yard. On corner lots, fencing shall only be allowed from the rear corner of the house to the rear lot line along the exterior side lot line. All fencing shall be approved by the ACC prior to installation. Fences shall be no higher than six (6) feet and said fence design shall be as shown on the sketch entitled "Fencing Design," attached hereto as Exhibit A. Exterior color of fences shall be two (2) similar colors throughout Regency Woods Division 4, which colors shall be approved by the ACC.

3.7.1 Perimeter Fence. The care and maintenance will be the responsibility of the adjoining lot owners.

3.8 Garages. Garages are required and shall be incorporated in or made a part of the dwelling house. No detached garages shall be permitted without written approval from the ACC. Single-car garages, carports, and detached garages are specifically prohibited.

3.9 "Stick-Built" Construction. All dwellings shall be of a "stick-built" variety. Mobile homes, manufactured housing, and modular homes are specifically not permitted.

3.10 Antennas/Satellite Dishes. Exterior antennas and satellite dishes are strictly prohibited unless written approval by the ACC is granted.

3.11 Exterior Finishes. The exterior of each home shall be finished with spruce, cedar, brick, authentic stone siding, or OSB LAP siding. The front elevation of each home shall be finished with spruce or cedar siding, brick, authentic stone or LP siding. For the rear and side elevations, T-1-11 is permitted, except on corner lots, where the side elevation facing the street shall be finished with the same finish as the front elevation. Vinyl, aluminum or other wood product or synthetic panels are prohibited. Any deviations must have written consent from the ACC.

3.12 Colors. All colors of all exterior materials and trim features must be approved by the ACC. All vinyl or aluminum painted windows shall be white.

#### ARTICLE IV

4.1 Business and Commercial Use. Except for model homes or builders' temporary sales offices and "job shacks" (construction

trailers), no lot shall be used for other than one detached single-family dwelling with the parking for not more than three (3) cars, and no trade, craft, business, or commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried on upon any lot, or within any building located on a lot, unless permitted by King County; nor shall any goods, materials, or supplies used in connection with any trade, service or business, wherever the same may be conducted, be kept or stored, outside any building on any lot; nor shall any goods, used for private purposes and not for trade or business, be kept or stored outside any building on any lot.

4.2 Maintenance of Structures and Landscaping. All structures upon a lot shall at all times be maintained in good condition and repair and be properly painted, stained, or otherwise finished. All trees, hedges, shrubs, flowers, and lawns shall be maintained and cultivated so that the lot is not detrimental to the neighborhood as a whole. Slope banks upon any lot shall be properly watered and maintained by the owner thereof. Lot owners shall be responsible for maintaining "landscaping theme" set forth by the Declarant or Builder with respect to individual cul-de-sacs and/or streets.

Until accepted by King County and during the one-year maintenance period, the owner of each lot must inspect the curb, gutter, sidewalk and driveway in front of their lot and if damaged prior to purchase, the Declarant or previous owner is responsible for any damage. After purchase, the owner is responsible for any damage to the curb, gutter, sidewalk and driveway in front of that lot and shall be held responsible for the repair of that damage to the satisfaction of the County. If the damage is done by a third party, the owner must notify the Homeowners Association of any such damage and furnish the name and address of the party responsible for that damage within thirty (30) days after the damage occurs.

4.3 Prohibited Activities. Firearms and related activities, such as bows and arrows, BB or pellet gun target practice, are strictly prohibited.

4.4 Laundry/Clothes Drying. Clotheslines and outdoor laundry drying are strictly prohibited.

4.5 Vehicles. No recreation vehicle and/or commercial vehicle, including but not limited to boats, campers, motor homes, trucks in excess of three-quarter (3/4) ton, and trailers, whether operable or not, of any kind shall be parked, stored, maintained, or constructed on any lot or street in such a manner as to be visible from the street or neighboring lots.

4.6 Pets. No animals or fowls shall be raised, kept, or permitted on any lot except domestic dogs, cats, and caged birds kept within the dwelling unit; provided such dogs, cats, and pet birds are not permitted to run at large and are not permitted to be kept, bred, or raised for commercial purposes or in unreasonable numbers. No such household pet which is or becomes an annoyance or nuisance to the neighborhood shall thereafter be kept on any lot.

4.7 Garbage and Trash. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept only in sanitary containers properly screened and shielded from adjacent properties. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No trash, refuse pile, vehicles, underbrush, compost pile or other unsightly growth or objects shall be allowed to group, accumulate or remain on any lots so as to be a detriment to the neighborhood or become a fire hazard.

4.8 Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood or detract from its value.

4.9 Water and Sewage Systems. Private wells and water supply systems and private sewerage (septic) systems are prohibited.

4.10 Temporary Residence. No outbuilding, basement, tent, shack, garage, trailer or shed or temporary building of any kind shall be used as a residence either temporarily or permanently, except for a construction shack used by an owner's construction contractor during the construction period.

4.11 Drilling, Mining, Etc. Exploration for any recovery of minerals, oil and gas, sand and gravel or other materials, by any means or method, is prohibited.

4.12 Signs. No signs shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the Declarant, or agents thereof, to advertise the property during the construction and sales period. The ACC shall have the sole jurisdiction on all signs within the boundaries of Regency Woods Division 4, including any and all common areas.

4.13 Homeowners Association. Every lot owner, by acceptance of a deed or contract for such lot, is hereby deemed to covenant and agree to membership in the Regency Woods Division 4 Homeowners Association, for the purpose of owning property and property right as common area for the benefit of homeowners, and for the purposes of maintaining, repairing, replacing, or improving any such property or any improvements placed thereon. Such membership shall be appurtenant to the lot owned by such lot owner and may not be transferred except by sale or transfer of the lot itself. Every lot owner is further deemed to covenant and agree to pay when due any and all dues, assessments, or other charges that may be levied from time to time by the Regency Woods Division 4 Homeowners Association, in accordance with these articles and/or the Articles of Incorporation of such Association, and any sums not paid within thirty (30) days of the date due shall become a continuing lien on the lot owned, which lien may be foreclosed by the Association. Any lien created hereby shall be subordinate only to any duly recorded purchase money mortgage, deed of trust or real estate contract which appears as a "first lien" against the lot.

4.14 Common Expenses. The following expenses shall be considered expenses in common with all the lot owners: purchase, operation and maintenance of street lighting; operation and maintenance of common-area sprinkler systems; maintenance of common-area landscaping; and operation and maintenance of the common areas, including designated common areas (tracts). Common expenses shall be inclusive of the cost of liability and casualty insurance in whatever amount is reasonable and deemed appropriate. The responsibility for the common expenses herein shall be administered by said Association. Homeowner dues shall be initially fixed at \$175 per year, prorated at closing of home and further payable every July 1, in advance for the forthcoming year.

4.15 Non-liability of ACC and Homeowners Association Members. Neither the ACC or the Homeowners Association, nor any member thereof, shall be liable to any owner, occupant, builder, or developer for any damages, loss or prejudice suffered or claimed on account of any action or failure to act of the Committee or member thereof, provided that the member has acted in good faith and on the basis of the facts as known to him.

ARTICLE V

5.1 Amendment. This Declaration can be amended at any time by Declarant prior to the sale of all Lots by the Declarant. Thereafter, this Declaration can be amended by an affirmative majority vote of the lot owners.

5.2 Enforcement. The Declarant or the ACC shall have the right to enforce any provision of this Declaration or to recover damages resulting from any violation thereof any proceeding at law or in equity. Thirty (30) days after written notice to the owner of any lot setting forth a violation, Declarant, the ACC or the agent of either may enter upon such lot, which entry shall not be deemed a trespass, and take whatever steps are necessary to correct the violation. The expenses thereof, if not paid by such owner within thirty (30) days after written notice and billing, may be filed as a lien upon such lot. Failure of the Declarant or the ACC to enforce any provisions herein shall in no event be deemed a waiver of the right to do so. In the event of legal action, the prevailing party shall be entitled to recover actual costs and reasonable attorney fees.

5.3 Severability. Invalidation of any provisions hereof shall not affect the other provisions, which shall remain in full force and effect.

5.4 Notice. Any notice required hereunder shall be deemed effective when personally delivered or when mailed by certified mail to the owner of public record at the time of such mailing to such owner's address as appears on the King County tax records.

IN WITNESS WHEREOF, the Declarant has hereunto set its hand and corporate seal this 10<sup>th</sup> day of May, 1993.

PARKLANE VENTURES, INC. a  
Washington Corporation

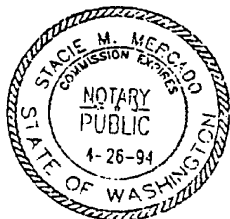
By *[Signature]*  
Chris Nieman

Acknowledgment

STATE OF WASHINGTON )  
 )  
COUNTY OF KING )

On this 10<sup>th</sup> day of May, 1993, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Chris Nieman, to me known to be the person who signed as Vice President of Parklane Ventures, Inc., the corporation that executed the within and foregoing instrument, and acknowledged 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 duly elected, qualified and acting as said agent of the corporation, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



*Stacie M. Mercado*  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at Tacoma  
My commission expires 4/26/94

When recorded please return to: Parklane Ventures, Inc., 31620 23rd Ave S, Federal Way WA 98003

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NOV 12 1993

Stewart Title Guaranty has placed this document of record in a customer's County and subject to liability for the accuracy or validity of the document.

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1.  
AMENDMENT TO DECLARATION OF  
PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
REGENCY WOODS DIVISION 4

The Declaration of Protective Covenants, Conditions, and Restrictions for Regency Woods Division 4 recorded under Auditor's number 9305210824 are amended as follows:

4.2 Maintenance of Structures and Landscaping.  
The "DECLARANT" will pay all costs of normal maintenance of all common areas within the project until 70% of the lots are sold or one year from the date of recording of this Declaration, whichever date is sooner. Lot owners will pay homeowner dues during this period pursuant to section 4.13.

4.16 Homeowners Association Management.  
The "DECLARANT" reserves the right to retain the services of an independent management firm to be responsible for the administration and accounting of the Homeowners Association, and the cost of this administration and accounting would be paid from the homeowners dues collected from all lot and home purchases.

This amendment is being executed pursuant to Article V, paragraph 5.1, titled "Amendment".

Dated NOV. 8, 1993.

PARKLANE VENTURES, INC.  
a Washington Corporation

By   
Chris Nieman, Secretary

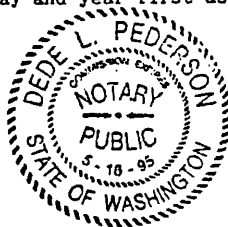
STATE OF WASHINGTON

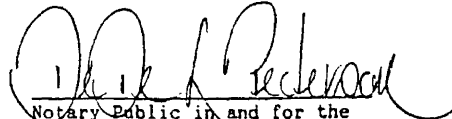
ss.

County of King

On this 8<sup>th</sup> day of Nov., 1993,  
personally appeared before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn.

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



  
Notary Public in and for the  
State of Washington

9311100801

Filed by Stewart Title  
W-18788-SG

FILED BY:  
STEWART TITLE

After Recd. Please return to:  
Parklane  
31020 23rd  
Federal Way, WA 98003

2.

AMENDMENT TO DECLARATION OF  
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR REGENCY WOODS DIVISION 4

The Declaration of Protective Covenants, Conditions,  
and Restrictions for Regency Woods Division 4 recorded under  
Auditor's number 9305210824 are amended as follows:

3.4 Size of Improvements  
For lots 32-50, single family  
dwelling units, excluding garages,  
porches and eaves, shall have a living  
area of not less than 1750 sq. ft., and  
on lots 80-91, of not less than 1550 sq.  
ft., for multi-level construction.

3.5 Roofs  
Cedar Shake or Concrete Tile  
roofing is required on lots 32-50, and  
lots 80-91.

3.11 Exterior Finishes  
Cedar or L-P siding is required on  
all sides of houses on lots 32-50 and  
lots 80-91.

This amendment is being executed pursuant to Article V,  
paragraph 5.1, titled "Amendment".

Dated March 31, 1994

PARKLANE VENTURES, INC., a  
Washington corporation  
By [Signature]  
Chris Nieman

PROVINCE OF BRITISH COLUMBIA Acknowledgment  
~~STATE OF WASHINGTON~~ )  
CITY of BURNABY )  
Country of )

Shwert Tde Company has  
placed this document of  
record as a customer  
conveyance and accepts no  
liability for the accuracy or  
validity of the document.

On this 31 day of MARCH, 1994,  
personally appeared before me, the undersigned, a Notary Public  
in and for the State of Washington, duly commissioned and sworn.

IN WITNESS WHEREOF, I have hereunto set my hand and  
official seal the day and year first above written.

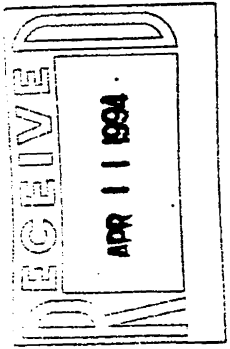


[Signature]  
NOTARY PUBLIC in and for the Province of  
State of Washington, residing  
at \_\_\_\_\_  
My commission expires PERMANENT  
COMMISSION

MALCOLM JOHN WENAUS  
3995 East Hastings St.  
Burnaby, B.C. V5C 2H8  
NOTARY PUBLIC

9404061864

STW W18443-12



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APR 06 '94



When recorded please return to: Parklane Ventures, Inc., 31420 23rd Ave S., Federal Way, WA 98003

3.  
AMENDMENT TO DECLARATION OF  
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR REGENCY WOODS DIVISION 4 SUBDIVISION

The Declaration of Protective Covenants, Conditions, and Restrictions for Regency Woods recorded under Auditor's number 9305210824 are amended as follows:

Article 4.2 is herewith amended to read:

All structures upon a lot shall at all times be maintained in good condition and repair and be properly painted, stained, or otherwise finished. All trees, hedges, shrubs, flowers, and lawns shall be maintained and cultivated so that the lot is not detrimental to the neighborhood as a whole. Slope banks upon any lot shall be properly watered and maintained by the owner thereof. Lot owners shall be responsible for maintaining "landscaping theme" set forth by the Declarant or Builder with respect to individual cul-de-sacs and/or streets.

Until accepted by King County and during the one-year maintenance period, the owner of each lot must inspect the curb, gutter, sidewalk and driveway in front of their lot and if damaged prior to purchase, the Declarant or previous owner is responsible for any damage. After purchase, the owner is responsible for any damage to the curb, gutter, sidewalk and driveway in front of that lot and shall be held responsible for the repair of that damage to the satisfaction of the County. If the damage is done by a third party, the owner must notify the Homeowners Association of any such damage and furnish the name and address of the party responsible for that damage within thirty (30) days after the damage occurs.

Article 4.13 is herewith amended to include:

The Association shall have two classes of voting membership:

**Class A.** Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

**Class B.** The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on July 4, 2004.

Article 4.14 is herewith amended to read:

The following expenses shall be considered expenses in common with all the lot owners: purchase, operation and maintenance of street lighting; operation and maintenance of common-area sprinkler systems; maintenance of common-area landscaping; and operation and maintenance of the common-areas, including designated common-areas (tracts). Common expenses shall be inclusive of the cost of liability and casualty insurance in whatever amount is reasonable and deemed appropriate. The responsibility for the common expenses herein shall be administered by said Association. Homeowner dues shall be initially fixed at \$175 per year, prorated at closing of lot and further payable every July 1, in advance for the forthcoming year.

The Declarant of Protective Covenants, Conditions, and Restrictions was recorded on May 21, 1993, and amended under Auditor's No. 9311100801. The Declarant agreed to pay all common-area costs directly until one year from the date of the recording of the Declaration. Therefore, from May 22, 1994 hereinafter all common-area expenses will be paid by the Homeowners Association.

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Article V is herewith amended to read:

This Declaration can be amended at anytime by Declarant as long as there is Class B membership and thereafter by a 2/3 majority of all Lot Owners, provided that no amendments are allowed to the size and quality of housing construction, as set forth in Articles 3.4, 3.9, 3.11 and 3.12. Also, so long as the Declarant controls the Association, the Federal Housing Administration, or the Department of Veterans Affairs prior approval is required of any of the following actions: annexation of additional properties, dedication of Common Area, and amendment of the Declaration of Covenants, Conditions and Restrictions.

After conveyance of 75% of the Lots, the Declaration may be amended with consent of 2/3 majority of the Lot Owners.

For the purpose of determining when 75% of the Lots have been transferred, transfer of title to a Lot by the Declarant to any Participating Builder shall be disregarded, until that title is further transferred to a purchase who is not a Participating Builder of Declarant.

Article 5.2 is herewith amended to include the right of the Homeowners Association and individual homeowners (members), to have the same power of enforcement as provided for the Declarant and the A.C.C.

Article 5.2 shall be amended to add: Common areas cannot be mortgaged or conveyed without the consent of at least 2/3 of the Lot Owners (excluding the Declarant).

This amendment is being executed pursuant to Article V, Paragraph 5.1, titled "Amendment".

Dated this Sept 21 day of 1994.

PARKLANE VENTURES, INC.,  
a Washington Corporation

By: *Peter Wesik*  
Peter Wesik, President

Province of British Columbia  
STATE OF WASHINGTON )

COUNTY OF KING ~~WASHINGTON~~ )

I certify that I know or have satisfactory evidence that Peter Wesik signed this instrument and acknowledged it to be his/her free and voluntary act, for the uses and purposes mentions in this instrument.

Dated this 21st <sup>September</sup> day of 1994.



NOTARY PUBLIC is and for the State of Washington, residing at Vancouver, B.C.  
My appointment expires is a  
continuing appointment

Province of British Columbia

PETER H. FINLEY  
Barister & Solicitor  
1500-1075 West Georgia Street  
Vancouver, B.C. V6E 3G2  
Ph. (604) 631-4926

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