

2503260471

85/03/26

RECD F

43.50

#047

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
LANGTREE ESTATES ASSOCIATION OF LOT OWNERS

THIS DECLARATION, made on the date hereinafter set forth by JOHN F. BUCHAN CONSTRUCTION, INC. and WILLIAM E. BUCHAN, INC., hereinafter referred to as "Declarant", and James J. and Pamela P. Hagerty, Richard W. and Christina L. Harris, James R. and Mickey L. Groves, Eddie C. and Julie E. Bauer, Steven P. and Linda I. McPhee, Robert D. and Janet L. Thomson, Robert L. and Carolyn E. Shultz, Andrew C. and Susan K. Lynch, Steven L. and Barbara S. Dalpez, Dennis S. and Lynne M. Brewer, Herbert T. and Debra A. Addie, Richard P. and Carol J. Shuman, Jeffrey D. and Carolyn D. Hewitt, Harold E. and Terry Ann Townsend, Thomas A. and Karen E. M. Hancock, Richard Q. and Christine L. Ford, James R. and Ann M. Mason, John H. and Diane S. Masenheimer, James L. Motta and Martha L. Motta, and James M. Lee and Vinette Zabriskie, hereinafter referred to as "Owners",

WITNESSETH:

WHEREAS, Declarant and the above persons are the owners of certain properties in the County of King, State of Washington, which together are more particularly described as:

Lots 1 through 39, 41 through 60, 62 through 68, 70, and 72 through 75 and Tracts A, C, E and I of the Plat of Langtree Estates, recorded under King County Recording Number 8303150540 in Volume 126, Book of Plats, pages 92, 93 and 94, Records of King County, Washington.

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

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to the LANGTREE ESTATES ASSOCIATION OF LOT OWNERS, its successors and assigns.

FILED for Record at Request of
"The Exchange Land Development and Management
Address 14280 NE 21st St
Seattle, WA 98133

114000000000
SMITH, J. & S. WOODSON
BY THE DIRECTOR
58, WA 98133 92 MM

RECEIVED THIS DAY

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of the Declarant, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean those portions of all real property (including the improvements thereto) which are held in equal and undivided interest by all the property owners at Langtree Estates for the benefit of the members of the Association. The areas to be held in joint ownership by the property owners of this plat at the time of the conveyance of the first lot are described as follows: Tracts B, C and E.

Section 5. "Common Maintenance Area" shall mean those portions of all real property (including the improvements thereto) maintained by the Association for the benefit of the members of the Association. The area to be maintained by the Association at the time of the recording of this Declaration is described as follows: The entry fence and planting beds along 172nd Ave NE, NE 133rd St. and NE 138th St. entrances and all planters within the road right of way, and Tracts B, C and E..

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, except that lots 40, 61, 69 and 71 shall be exempt from this definition as well as any reference to "lot" included herein, until such time that the owners of said lots, either jointly or individually declare that said lots shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions contained herein, and record such Declaration with King County Department of Records.

Section 7. "Declarant" shall mean and refer to JOHN F. BUCHAN CONSTRUCTION, INC. and WILLIAM E. BUCHAN, INC. their successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 8. "Board" or "Board of Directors" may be used interchangeably and shall mean the duly appointed or elected Board of Directors of the Langtree Estates Association of Lot Owners as provided in the Articles of Incorporation and By-Laws of said Association.

Section 9. "Architectural Control Committee" shall mean the duly appointed or elected committee of the Board of Directors as outlined in Article VI of this declaration, hereinafter referred to as the "Committee".

ARTICLE 11 PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. The ownership of each lot shall include an undivided 1/75th interest in the Common Area. No lot owner shall, by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the undivided interest in the Common Area and no lot owner or other person shall have the right to the Common Area partitioned or divided.

Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

Section 2. Effect on Insurance. Nothing shall be done or kept in any Common Area which will increase the rate of insurance on the Common Area or other lots or improvements without the prior written consent of the Board. Nothing shall be done or kept in any Common Area which will result in the cancellation of insurance on any part of the Common Area, or which would be in violation of any laws.

Section 3. Alteration of Common Areas and Common Maintenance Areas. Nothing shall be altered or constructed in or removed from any Common Area and Common Maintenance Area except upon the prior written consent of the Architectural Control Committee. There shall be no construction of any kind within the Common Areas.

Section 4. Dumping in Common Areas and Common Maintenance Areas. No trash, plant or grass clippings, or other debris of any kind shall be dumped, deposited or placed on any Common Areas and Common Maintenance Area.

Section 5. Construction Activity. No structure shall be erected or

8503260471

placed on any lot or receive exterior alteration until the construction plans and specifications have been approved by the Architectural Control Committee according to the provisions outlined in Article VI. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finished staining, within 3 months after the date of commencement of construction. Variance may be granted by the Architectural Control Committee.

Section 6. Building Setbacks. No structure shall be located on any lot nearer to the front line or nearer to the side street line than the minimum dwelling setback lines required by ordinances. No dwelling shall be located on any lot nearer than ten (10) feet to the rear lot line (without regard to location of screening restriction line). For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of the dwelling; provided, however, that this shall not be construed to permit any portion of a dwelling on a lot to encroach upon another lot, or upon easement areas as delineated on the face of the plat or as otherwise recorded.

Section 7. Building Materials. All homes constructed on each lot shall be built of new materials, with the exception of decor items such as used brick, weathered planking, and similar items. The determination of the Architectural Control Committee is to be rendered as to whether a used material is a decor item or not. All roofs are to be unpainted cedar shingles, shakes, or tile. All siding and trim are to be resawn wood of a color to be approved by the Architectural Control Committee. All visible masonry shall be native stone, brick or stucco.

Section 8. Landscaping and fencing. No permanent structures or landscaping of any kind, including fences, walls or shrubs, may be built or placed within any of the road right-of-ways and easements as delineated on the plat, except as deemed appropriate by the Architectural Control Committee and except as noted below.

Fences, walls or shrubs are permitted to delineate the lot lines of each lot, subject to Architectural Control Committee approval, subject further to said fences, walls or shrubs possible necessity of removal due to use of utility easements as contained on the face of the plat and other easements elsewhere recorded.

No barbed wire, chain link or corrugated fiberglass fences shall be erected on any lot. All fences, open and solid, are to meet the standards set by the Architectural Control Committee and must be approved by the Committee prior to construction.

Section 9. Temporary residence. No structure of a temporary character,

8503269471

to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Maintenance Area or any improvements upon the Common Areas not prohibited within this Declaration, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article V shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of responsibility for the Common Area and Common Maintenance Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect on Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 12 percent

infraction of its published rules and regulations.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Areas and Common Maintenance Areas, as provided in Article III.

Section 3. Maximum Annual Assessment. Until January 1, 1986, the maximum annual assessment shall be One Hundred Eighty and No/100 dollars (\$180.00) per Lot; sixty and No/100 dollars (\$60.00) of which shall be allocated and paid to the Declarant for plat management services provided the Association by the Declarant. Such allocation of funds to the Declarant shall cease when the Association assumes collection, bookkeeping and other management responsibilities from the Declarant as described in the Bylaws of the Association.

- (a) From and after January 1, 1986, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1, 1986, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition

trailer, basement, tent, shack, garage, barn or any other outhouse, shall be used on any lot at any time as a residence, either temporarily or permanently.

Section 10. 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.

Section 11. Wiring. The wiring to accessory buildings of any type shall be underground.

Section 12. Antennae. No radio or television antennae, or transmitters shall exceed twenty (20) feet above the roof ridge line of a dwelling, and no separate towers therefore shall be permitted. Parabolic reflectors (satellite dish antennae) shall not be permitted unless approved by the Architectural Control Committee.

Section 13. Plan Check/Construction Cleanup Fee. Each lot owner not using John F. Buchan Construction, Inc., or William E. Buchan, Inc. as house builder upon closing lot sale is responsible for clean-up of his own house construction debris and will be required to pay a \$500.00 fee to the Architectural Control Committee, to be used as follows: \$250.00 for house plan check, a non-refundable fee, and the other \$250.00 as a damage deposit to be held until house construction is completed. The damage deposit will be used in the event the owner does not fulfill his clean-up responsibility, in which case the Architectural Control Committee will handle the clean-up and deduct the cost of such clean-up from the \$250.00 deposit.

Section 14. Signs. No sign, billboard or other advertising structure or device shall be displayed to the public view on any lot except that one sign not to exceed five (5) square feet in area may be placed on a lot to offer the property for sale or rent, and signs used by a builder to advertise the property during the construction and sales period will be permitted. Political yard signs, not more than five (5) square feet and of a temporary nature, will be allowed during campaign periods. The Committee may cause any sign placed on the Properties in violation of this provision to be removed and destroyed.

Section 15. Animals. No animals, except dogs, cats, caged birds, fish in tanks and other small household pets will be permitted on any lot. Leashed animals or animals trained to respond to voice control are permitted within road right-of-ways. At no time will animals be permitted on road right-of-ways or other parts of the Properties unattended.

8503260471

Efforts should be made by the person accompanying animal to exercise "scooping" of animal waste.

All pens and enclosures must be approved by the Architectural Control Committee prior to construction and shall be kept clean and odor free at all times. Any complaints must be substantiated by the Architectural Control Committee and remedied by the said homeowner within ten (10) days of receipt of written notice. Failure to comply with said notice will result in a fine of \$25.00 per day.

Section 16. Nuisances. No lot shall be used in whole or part for storage of anything which will cause the lot to appear in an unclean, disorderly or untidy condition, including but not limited to, boats, trailers, recreation vehicles, and disabled vehicles of any kind whatsoever. No noxious activity or thing shall be permitted on a lot. Nothing shall be done or permitted on any lot which may be or become a nuisance or unreasonably interfere with the use and enjoyment of any part of the Properties.

Section 17. Delegation of Use and Responsibilities. Any owner may delegate, in accordance with the By-Laws of the Langtree Estates Association of Lot Owners, his right of enjoyment of the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property. In the event that an owner rents or leases his property, a copy of this Declaration as well as any rules and regulations that may, in time, be adopted by the Association, shall be made available by said owner to the prospective renter at the time of commitment to the rental agreement. Each lot owner shall also be responsible for relaying to any guests and service personnel the contents of this Declaration, as well as any rules and regulations that may be adopted by the Association, as they may relate to appropriate community behavior.

Section 18. Fuel and Mineral Extraction. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot. Oil storage for heating use of the residence is permissible if buried.

Section 19. Individual Sewage Systems. No individual sewage disposal system shall be permitted on any lot unless the system is designed, located and constructed in accordance with requirements, standards and

be responsible for the maintenance of the Common Maintenance Areas.

Section 5. Common Area/Common Maintenance Area Repair. Any damage to the Common Areas or Common Maintenance Areas or the improvements thereon, including landscape plantings, fences, berms, etc., by the property owners or their children shall be repaired by said property owner within one week or the Architectural Control Committee shall execute said repair and Owner will immediately remit funds for billing plus twelve (12) percent per annum.

Section 6. Maintenance of Private Roads. Tract I of Langtree Estates is designated for access of private road and is dedicated to lots 48 and 49 with equal and undivided interest. Maintenance, and the cost thereof, of Tract I is to be shared equally by lots with interest in that tract, namely Lots 48 and 49. An easement is provided over the entire tract for ingress, egress and utility purposes.

Section 7. Maintenance of Landscape Easements. There exist screening easements for landscaped berms that are located on certain private Lots of Langtree Estates, specifically Lots 1, 2, 10, 11, 21, 22, 37, 38, 73, 74 and 75. Maintenance, and the cost thereof, of any improvements located within the screening easement of a specific Lot is the sole responsibility of the Owner of that lot.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. 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 December 31, 1986.

Section 3. The Association shall have the right to suspend the voting rights of an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for any

recommendations of the King County Department of Health or other authority having jurisdiction. Approval of such system as installed shall be obtained from the designated authority.

Section 20. Land Use. No lot shall be used for anything other than residential purposes. No dwelling shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed three stories in height, inclusive of basement, and a private enclosed car shelter for not less than two cars. No single structure shall be altered to provide residence for more than one family.

Section 21. Covenants Running With Land. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then-owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

ARTICLE III
MAINTENANCE OF EXTERIOR AND GROUNDS

Section 1. Exterior Maintenance by Owner. Each lot shall be maintained by the owner thereof in a neat, clean and sanitary condition at all times and shall be kept free of accumulation of litter, junk, containers, equipment, building materials and other debris. All refuse shall be kept in sanitary containers concealed from view of any lot, and the containers shall regularly be emptied with the contents disposed of off the Properties. No grass cuttings, leaves, limbs, branches, and other debris from vegetation shall be dumped or allowed to accumulate on any part of the Properties, except that a regularly tended compost device shall not be prohibited. 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. This paragraph is not meant to disallow permanent (more than 24 hours) parking or storage of vehicles on the lots, but if stored, they shall be adequately screened from view. Screening shall have approval of the Architectural Control Committee. Upon 48 hours notice to the owner of an improperly parked vehicle, the Architectural Control Committee has authority to have towed at owner's expense any vehicles visible from the street that are parked on any lot or within the public right-of-way for more than 24 hours. Situations may arise that could require permanent open storage

5503260471
CC

of vehicles within the driveway of a lot for a short term period. Such special situations shall be reviewed by the Architectural Control Committee and, if approved by the Committee shall be excepted from this covenant for the time period approved.

Section 2. Exterior Maintenance by Association. In the event an owner shall fail to maintain the exterior of the premises and the improvements situated thereon in a manner consistent with established community standards, the Architectural Control Committee shall, upon receipt of written complaint by any Owner, have the right through its agents and employees, to enter upon said parcel and to repair, maintain and restore the lot and the exterior of the buildings or any other improvements theron if the owner thereof shall fail to respond in a manner satisfactory to the Committee within forty-five (45) days after mailing of adequate notice by certified or registered mail, to the last known address of the owner. The cost of such repair, maintenance or restoration shall be assessed against the property, and the Committee shall have the right to cause to be recorded a notice of lien for labor and materials furnished, which lien may be enforced in the manner provided by law. In the event the estimated cost of such repair should exceed one-half of one percent (1/2%) of the assessed value of said property and improvements, the Committee shall be required to have the assent of two-thirds of each class of voting memberships before undertaking such repairs.

Section 3. Maintenance of Common Areas. There exists certain areas of real property within the Plat of Langtree Estates designated on the face of the plat as Tracts B, C and E which are Common Areas designated as open space. The Association shall maintain and regulate the use of said Common Areas for the benefit of each lot within the plat in accordance with the requirements set forth by the plat of Langtree Estates, and shall do all things necessary to preserve and maintain the same for the purpose intended. Tracts B, C, and E are subject in their entirety to a plat restriction prohibiting construction or development of any kind. It is the responsibility of the Association to insure that no structure, fill or obstruction, including but not limited to fences, outbuildings, decks, patios or overhangs shall be permitted within Tracts B, C and E.

Section 4. Responsibility for Common Maintenance Areas. There exist certain landscaped areas within the Plat of Langtree Estates that are herein described as Common Maintenance Areas and are designated for screening and community identification purposes. The Association shall

E503260471

per annum. The Association may bring an action of law against the Owner personally obligated to pay the same, or foreclose the lien against the property. The Owner is responsible for payment of all attorney fees that are incurred with regard to collection of delinquent assessments. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

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

Section 10. Exempt Property. All property dedicated to, and accepted by, local public authority shall be exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 11. Insurance-Lots. The Association shall have no obligation to pay any insurance on the Lots or the structures thereon except as expressly provided herein.

ARTICLE VI ARCHITECTURAL CONTROL

Section 1. There is hereby designated and appointed an Architectural Control Committee consisting of not less than three nor more than five members (hereinafter called the "Committee"). There shall be three initial members of the Committee, namely John F. Buchan, William E. Buchan, and Carl Buchan. A member of the Committee may be removed by the Board upon a vote of 66 2/3% of all members of the Board. The Board may increase the number of members of the Committee up to a maximum of five (5) total members by a vote of 66 2/3% of the entire Board. An election to fill either a newly created position on the Committee or a vacancy on the Committee requires the vote of a majority of the entire Board, however, the Board is not obligated to fill a vacancy on the Committee unless the membership of the Committee numbers less than three (3) persons. The Committee may unanimously designate one or more of its members or a third party to act for and on behalf of the Committee with respect to both ministerial matters and the exercise of judgements

vested in the Committee, subject to review by the Committee at the request of any member thereof. The address of the Committee shall be the registered office of the Association. In the event the Committee does not have more than three (3) members, action by the Committee must be by unanimous approval of all members. In the event the Committee has more than three (3) members, a majority of the entire Committee is required for a decision of the Committee. No member of the Committee shall be entitled to any compensation for services performed on behalf of the Committee except as provided under Section 3, Article V, of this Declaration, and shall have no financial obligation of any kind based upon his/her actions as a member of the Committee.

Prior to the first of January, 1987, the initial Architectural Control Committee shall remain in office until, at the Committee's option, 75% of all lots have been constructed upon and/or John F. Buchan Construction, Inc. and William E. Buchan, Inc. have sold their interest in all lots in the development. On or after the first of January, 1987, the initial Committee may be replaced, at the direction of the Board of Directors, when the Declarants have sold their interest in 95% of the lots in the development. At either such time, the Committee shall notify the various Owners of Lots that it is relinquishing its duties in all respects. The elected Board of Directors shall appoint an Architectural Control Committee that shall assume the responsibilities and duties described herein. In the event that the initial Board of Directors has not been replaced by an elected Board, an election of a new Board of Directors shall be held as provided in the By-Laws of the Association and the newly elected Board shall appoint an Architectural Control Committee. The newly appointed Committee shall not have architectural control of any lots that remain in ownership of the Declarant.

Section 2. All buildings and improvements on a Lot shall be of permanent construction, and no temporary structure, outhouse, tent, garage, outbuilding or other similar device shall be placed on any Lot except with permission of the Committee. No building, fence, wall, or other exterior structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Committee as to harmony of external design and location in relation to surrounding structures and topography.

Section 3. Submission of Plans. All plans and specifications required to be submitted to the Committee shall be submitted by mail to the address of the Committee in duplicate, shall be in writing, shall

8503260471

contain the name and address of the person submitting the same and the lot involved, and shall set forth the following with respect to the proposed structure: The location of the structure upon the lot; the elevation of the structure with reference to the existing and finished lot grade; the general design; the interior layout; the exterior finish materials and color including roof materials; the landscape plan; and such other information as may be required to determine whether such structure conforms with these restrictions and the standards set forth by the Architectural Control Committee.

Section 4. Standards. The Committee shall have the authority to determine and establish standards involving aesthetic considerations of harmony of construction and color which it determines to be in the best interest of providing for attractive development of the Subdivision, which authority shall include but not be limited to the height, configuration, design and appearance of the dwelling and fences, walls, outbuildings, pools, and other structures appurtenant to the use of a dwelling. As to all improvements, construction and alteration, the Committee shall have the right to refuse to approve any design, plan or color. The Committee shall have the right to take into consideration the suitability of the proposed building or structure and the material of which it is to be built and the exterior color scheme, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building or structure or alterations therein as planned on the outlook of the adjacent or neighboring property and any and all other factors which, in the Committee's opinion, shall affect the desirability or suitability of such proposed structure, improvement or alteration. Such determinations may be amended and shall be binding on all persons.

Section 5. Approval or Disapproval. Within thirty days after the receipt of plans and specifications, the Committee shall approve or disapprove such plans and specifications and may disapprove such plans and specifications which in its opinion do not conform to these restrictions or its aesthetic standards. Approval or disapproval shall be made upon one of the copies thereof and returned to the address shown on the plans and specifications. In the event that no disapproval of such plans and specifications is given within thirty days of submission in compliance herewith, copies of such plans and specifications shall be delivered to the Owner of each adjacent lot within the Properties together with a statement to the effect that 1) the said plans and specifications have been submitted to the Committee, that 2) thirty (30) days have expired since the date of said submission and that no action has been taken thereon by the Committee, and that 3) unless suit to enjoin the construc-

tion pursuant to the submitted plans and specifications is commenced within ten (10) days after receipt of the delivered copies, construction will be commenced pursuant to said plans and specifications. If no suit to enjoin the construction is commenced within ten (10) days of delivery of copies of submitted plans, specifications and statement detailing above described items, said plan and specifications shall be deemed to be approved by the Architectural Control Committee and construction pursuant to said plans may be commenced. No Owner shall be enjoined or subjected to other equitable relief or be required to respond in damages to any other Owner or Owners for any action taken of construction commenced or completed with the approval of the Committee or subsequent to notice as herein provided.

In all cases, the ultimate responsibility for satisfying all local governmental building codes and requirements, etc. rests with the homeowner or builder. The Architectural Control Committee shall be held harmless from building requirements not complied with.

Section 6. Advisors. The Committee may appoint advisors or advisory committees from time to time to advise on matters pertaining to the properties. No person on the Committee or acting for it shall be responsible for any defect in any plan or specification submitted or approved nor for any defect in any work done according to such plans and specifications.

Section 7. Variations. The Committee shall have the authority to approve plans and specifications which do not conform to these restrictions in order to overcome practical difficulties or prevent hardships in the application of these restrictions; provided that such variations so approved shall not be materially injurious to the improvements of other lots and shall not constitute a waiver of the restrictions herein contained but shall be in furtherance of the purposes and intent of these restrictions.

Section 8. Enforcement. In any judicial action to enforce the Committee's decision the losing party shall pay the prevailing party's attorney's and other consultant's fees and costs including those incurred in connection with any appeal. In the event that the Committee is the prevailing party, the losing party shall also pay for time spent by any member of the Architectural Control Committee to enforce the Committee's decision, such time to be assessed at a rate to be determined by the Board of Directors.

ARTICLE VII GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. In any judicial action to enforce the contents of this Declaration, the losing party shall pay the prevailing party's attorney and consultant fees and costs, including those incurred in connection with any appeal. In the event that the Association is the prevailing party, the losing party shall also pay for any time spent by any member of the Association to enforce the contents of this Declaration, such time to be assessed at a rate to be determined by the Board of Directors. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Annexation. Additional residential property and/or Common area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 4. FHA/VA Approval. In the event there is at least one outstanding loan guaranteed by either the Federal Housing Administration or the Veteran's Administration, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 3. Exempt Lots. Lots 40, 61, 69 and 71 are not bound by the language contained in this Declaration, however, said exempt lots shall be subject to the easements, conditions and restrictions delineated on the plat of the Properties recorded in Volume 126, Book of Plats, pages 92, 93 and 94. Owners of said exempt lots shall maintain undivided ownership of the Common Properties and the rights of use and enjoyment thereof, as provided by the recorded plat. The owners of lots 40, 61, 69 and 71 may, at any time, either jointly or individually, declare the exempt lot or lots to be held, sold and conveyed subject to the easements, restrictions, covenants and conditions contained herein and record such Declaration with King County Department of Records. Such recording will remove the exempt status of the lot or lots, and will grant to the owners thereof full membership rights, benefits and responsibilities described in this Declaration, the Articles of Incorporation and the Bylaws of the Langtree Estates Association of Lot Owners.

350360341

Provided courtesy of: Tolby Meier Real Estate Services Inc. 425-466-1000
Information contained within this document is believed to be accurate
and is from reliable sources but is offered without warranty or guarantee.

IN WITNESS WHEREOF, the undersigned, being the Declarant and Owners
herein, have hereunto set their hands and seals this 25th day of
March, 1985.

JOHN F. BUCHAN CONSTRUCTION, INC.

Declarant

BY: John F. Buchan
John F. Buchan, President

WILLIAM E. BUCHAN, INC.

Declarant

BY: William E. Buchan
William E. Buchan, President

James J. Hagerty
James J. Hagerty

Richard W. Harris
Richard W. Harris

James R. Groves
James R. Groves

Pamela P. Hegerty
Pamela P. Hegerty

Christina L. Harris
Christina L. Harris

Mickey L. Groves
Mickey L. Groves

Charles P. Jones
Charles P. Jones

Eddie C. Bauer
Eddie C. Bauer

Julie E. Bauer
Julie E. Bauer

Steven P. McPhee
Steven P. McPhee

Linda L. McPhee
Linda L. McPhee

Robert D. Thomson
Robert D. Thomson

Janet L. Thomson
Janet L. Thomson

Robert L. Sheltz
Robert L. Sheltz

Carolyn L. Sheltz
Carolyn L. Sheltz

Andrew C. Lynch
Andrew C. Lynch

Susan K. Lynch
Susan K. Lynch

Steven L. Dalpez
Steven L. Dalpez

Barbara S. Dalpez
Barbara S. Dalpez

3503260471

<u>Dennis S. Brewer</u> Dennis S. Brewer	<u>Lynne M. Brewer</u> Lynne M. Brewer
<u>Debra A. Addie</u> Debra A. Addie	<u>Carol J. Shuman</u> Carol J. Shuman
<u>Richard P. Shuman</u> Richard P. Shuman	<u>Carolyn D. Hewitt</u> Carolyn D. Hewitt
<u>Jeffrey D. Hewitt</u> Jeffrey D. Hewitt	<u>Terry Ann Townsend</u> Terry Ann Townsend
<u>Matthew B. McNamee</u> Matthew B. McNamee	<u>Terry Ann Townsend</u> Terry Ann Townsend
<u>Carol E. Townsend</u> Carol E. Townsend	<u>Terry Ann Townsend</u> Terry Ann Townsend
<u>Thomas A. Hancock</u> Thomas A. Hancock	<u>Karen E.M. Hancock</u> Karen E.M. Hancock
<u>Richard Q. Ford</u> Richard Q. Ford	<u>Christine L. Ford</u> Christine L. Ford
<u>James B. Mason</u> James B. Mason	<u>Ann M. Mason</u> Ann M. Mason
<u>William H. Stevens</u> William H. Stevens	<u>Diane S. Masenheimer</u> Diane S. Masenheimer
<u>John H. Masenheimer</u> John H. Masenheimer	<u>James L. Motta</u> James L. Motta
<u>James L. Motta</u> James L. Motta	<u>Martha L. Motta</u> Martha L. Motta
<u>James M. Lee</u> James M. Lee	<u>Vinette Zahrickie</u> Vinette Zahrickie

STATE OF WASHINGTON)

)

COUNTY OF)

On this 14 day of July, 1985, before me, the undersigned,
a Notary Public, personally appeared John F. Buchan, President, of John
F. Buchan Construction, Inc., the corporation that executed the within
instrument, and acknowledged the said instrument to be the free and
voluntary act and deed of said corporation, for the uses and purposes
therin mentioned, and on oath stated that he was authorized to
execute the said instrument and that the seal affixed is the corporate
seal of said corporation.

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

John F. Buchan

Notary Public in and for the State of Washington,
residing at 1011 1/2 11th

STATE OF WASHINGTON)

)

COUNTY OF)

On this 14 day of July, 1985, before me, the undersigned,
a Notary Public, personally appeared William Buchan, President of
William E. Buchan Construction, Inc., a Washington corporation, the
corporation that executed the within instrument, and acknowledged the
said instrument to be the free and voluntary act and deed of said corporation,
for the uses and purposes therein mentioned, and on oath stated that
he was authorized to execute the said instrument and that the seal
affixed is the corporate seal of said corporation.

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

John F. Buchan

Notary Public in and for the State of Washington,
residing at 1011 1/2 11th

STATE OF WASHINGTON)) SS
COUNTY OF King)

On this 25th day of July, 1985, before me, the undersigned, a Notary Public, personally appeared James J. Hagerty & Pamela P. Hagerty, to me known to be the individuals who executed the within instrument, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

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

Notary Public in and for the State of Washington,
residing at [redacted]

STATE OF WASHINGTON))
COUNTY OF King) SS

On this 11 day of July, 1983, before me, the undersigned, a Notary Public, personally appeared Richard W. Harris and Christina L. Harris, to me known to be the individuals who executed the within instrument, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

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

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

F WASHINGTON) } SS
D 11-14-1942 }
RE (ARMED)

34th day of July, 1932, before me, the undersigned,
Public, personally appeared James R. Groves and Mickey L.
to me known to be the individuals who executed the within
ent, and acknowledged to me that they signed and sealed the
free and voluntary act and deed for the uses and
s therein mentioned.

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

Notary Public in and for the State of Washington,
residing at Judson, Wash.

F WASHINGTON))
OF)
ISS)

John A. P. my hand and official seal hereto affixed the day and year first
written above.

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

STATE OF WASHINGTON)
COUNTY OF) SS

On this 24th day of July, 1985, before me, the undersigned,
a Notary Public, personally appeared Eddie C. Bauer and Julie E. Bauer,
to me known to be the individuals who executed the within instrument,
and acknowledged to me that they signed and sealed the same as their
free and voluntary act and deed for the uses and purposes therein
mentioned.

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

John J. Kelly
Notary Public in and for the State of Washington,
residing at Seattle.

STATE OF WASHINGTON)
COUNTY OF) SS

On this 24th day of July, 1985, before me, the undersigned,
a Notary Public, personally appeared Steven P. McPhee and Linda I.
McPhee, to me known to be the individuals who executed the within
instrument, and acknowledged to me that they signed and sealed the
same as their free and voluntary act and deed for the uses and
purposes therein mentioned.

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

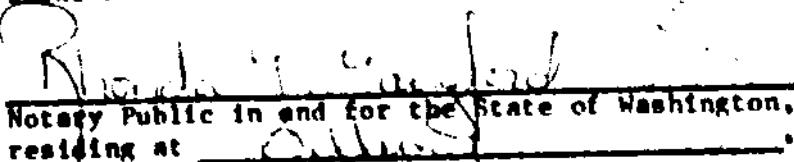
John J. Kelly
Notary Public in and for the State of Washington,
residing at Seattle.

STATE OF WASHINGTON)

COUNTY OF King) SS

On this 13 day of January, 1985, before me, the undersigned,
a Notary Public, personally appeared Robert D. Thomson and Janet L.
Thomson, to me known to be the individuals who executed the within
instrument, and acknowledged to me that they signed and sealed the
same as their free and voluntary act and deed for the uses and
purposes therein mentioned.

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

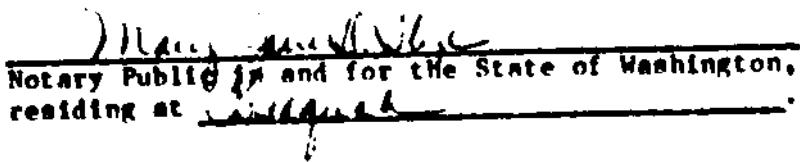

Notary Public in and for the State of Washington,
residing at Seattle.

STATE OF WASHINGTON)

COUNTY OF King) SS

On this 24 day of January, 1985, before me, the undersigned,
a Notary Public, personally appeared Robert L. Shultz and Carolyn E.
Shultz, to me known to be the individuals who executed the within
instrument, and acknowledged to me that they signed and sealed the
same as their free and voluntary act and deed for the uses and
purposes therein mentioned.

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


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

8503260471

STATE OF WASHINGTON)) ss

COUNTY OF King)

On this 21 day of March, 1987, before me, the undersigned,
a Notary Public, personally appeared Andrew C. Lynch and Susan K. Lynch,
to me known to be the individuals who executed the within instrument,
and acknowledged to me that they signed and sealed the same as their
free and voluntary act and deed for the uses and purposes therein
mentioned.

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

John J. Schiavo
Notary Public in and for the State of Washington,
residing at Seattle.

STATE OF WASHINGTON)) ss

COUNTY OF King)

On this 21 day of March, 1987, before me, the undersigned,
a Notary Public, personally appeared Steven L. Dalpez and Barbara S.
Dalpez, to me known to be the individuals who executed the within
instrument, and acknowledged to me that they signed and sealed the
same as their free and voluntary act and deed for the uses and
purposes therein mentioned.

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

John J. Schiavo
Notary Public in and for the State of Washington,
residing at Seattle.

STATE OF WASHINGTON)) ss

COUNTY OF King)

On this 24 day of July, 1987, before me, the undersigned,
a Notary Public, personally appeared Dennis S. Brewer and Lynne M.
Brewer, to me known to be the individuals who executed the within
instrument, and acknowledged to me that they signed and sealed the
same as their free and voluntary act and deed for the uses and
purposes therein mentioned.

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

John M. Walker
Notary Public in and for the State of Washington,
residing at Edmonds.

STATE OF WASHINGTON)) ss

COUNTY OF King)

On this 25 day of July, 1987, before me, the undersigned,
a Notary Public, personally appeared Herbert T. Addie and Debra A.
Addie, to me known to be the individuals who executed the within instrument,
and acknowledged to me that they signed and sealed the name as their
free and voluntary act and deed for the uses and purposes therein
mentioned.

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

Herb T. Addie
Notary Public in and for the State of Washington,
residing at Edmonds.

8503260471

STATE OF WASHINGTON)
COUNTY OF) SS

On this 17 day of July, 1985, before me, the undersigned,
a Notary Public, personally appeared Richard P. Shuman and Carol J.
Shuman to me known to be the individuals who executed the within instrument,
and acknowledged to me that they signed and sealed the same as a
free and voluntary act and deed for the uses and purposes therein
mentioned.

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

Richard P. Shuman
Notary Public in and for the State of Washington,
residing at Seattle.

STATE OF WASHINGTON)
COUNTY OF) SS

On this 27th day of July, 1985, before me, the undersigned,
a Notary Public, personally appeared Jeffrey D. Hewitt and Carolyn D.
Hewitt, to me known to be the individuals who executed the within
instrument, and acknowledged to me that they signed and sealed the
same as free and voluntary act and deed for the uses and
purposes therein mentioned.

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

Jeffrey D. Hewitt
Notary Public in and for the State of Washington,
residing at Seattle.

STATE OF WASHINGTON)) SS
COUNTY OF)

On this day of , 19 , before me, the undersigned,
a Notary Public, personally appeared William E. McNutt and Gay D.
McNutt, to me known to be the individuals who executed the within
instrument, and acknowledged to me that signed and sealed the
same an free and voluntary act and deed for the uses and
purposes therein mentioned.

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

Notary Public in and for the State of Washington,
residing at _____

STATE OF WASHINGTON)

STATE OF KANSAS } 33
COUNTRY OF KANSAS }

On this 25 day of February, 1985, before me, the undersigned, a Notary Public, personally appeared Garold E. Townsend and Terry Ann Townsend, to me known to be the individuals who executed the within instrument, and acknowledged to me that they signed and sealed the same as a free and voluntary act and deed for the uses and purposes therein mentioned.

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

Notary Public in and for the State of Washington,
residing at [redacted]

All information contained within this document is believed to be accurate
and is from reliable sources but is offered without warranty or guarantee.

8503200471

STATE OF WASHINGTON)
COUNTY OF King) SS

On this 14th day of July, 1985, before me, the undersigned,
a Notary Public, personally appeared Thomas A. Hanenck and Karen E.M.
Hancock, to me known to be the individuals who executed the within
instrument, and acknowledged to me that they signed and sealed the
same as their free and voluntary act and deed for the uses and
purposes therein mentioned.

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

Tom J. Walker
Notary Public in and for the State of Washington,
residing at Seattle.

STATE OF WASHINGTON)
COUNTY OF King) SS

On this 24th day of July, 1985, before me, the undersigned,
a Notary Public, personally appeared Richard O. Ford and Christine L.
Ford, to me known to be the individuals who executed the within instrument,
and acknowledged to me that they signed and sealed the same as their
free and voluntary act and deed for the uses and purposes therein
mentioned.

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

Tom J. Walker
Notary Public in and for the State of Washington,
residing at Seattle.

3503260471

STATE OF WASHINGTON)
COUNTY OF *King*) SS

On this 24 day of July, 1985, before me, the undersigned, a Notary Public, personally appeared James B. Mason and Ann M. Mason, to me known to be the individuals who executed the within instrument, and acknowledged to me that he, signed and sealed the name as hus free and voluntary act and deed for the uses and purposes therein mentioned.

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

John Doe Notary
Notary Public in and for the State of Washington,
residing at 123456789.

STATE OF WASHINGTON)
COUNTY OF *King*) SS

~~On this _____ day of _____, 198____, before me, the undersigned, a Notary Public, personally appeared William H. Stevens and Carolyn S. Stevens, to me known to be the individuals who executed the within instrument, and acknowledged to me that _____ signed and sealed the name as _____ free and voluntary act and deed for the uses and purposes therein mentioned.~~

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

~~Notary Public in and for the State of Washington,
residing at _____.~~

STATE OF WASHINGTON)) ss
COUNTY OF)

On this 31st day of September, 1985, before me, the undersigned,
a Notary Public, personally appeared John H. Hasenheimer and Diane S.
Hasenheimer, to me known to be the individuals who executed the within
instrument, and acknowledged to me that they signed and sealed the
same as they free and voluntary act and deed for the uses and
purposes therein mentioned.

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

John H. Eileier
Notary Public in and for the State of Washington,
residing at Seattle.

STATE OF WASHINGTON)) ss
COUNTY OF)

~~On this day of~~ 10th ~~1985~~, before me, the undersigned,
~~a Notary Public, personally appeared Elton L. Eileier and Johnette M.~~
~~Eileier, to me known to be the individuals who executed the within~~
~~instrument, and acknowledged to me that~~ they ~~signed and sealed the~~
~~same as~~ they ~~free and voluntary act and deed for the uses and~~
~~purposes therein mentioned.~~

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

~~Notary Public in and for the State of Washington,~~
~~residing at~~

STATE OF WASHINGTON) } ss
COUNTY OF King)

On this 24 day of March, 1985, before me, the undersigned,
a Notary Public, personally appeared James L. Motta and Martha L. Motta,
to me known to be the individuals who executed the within instrument,
and acknowledged to me that they signed and sealed the same on 16,
free and voluntary act and deed for the uses and purposes therein
mentioned.

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

Randy Lee Miller
Notary Public to and for the State of Washington,
residing at Bethelwood.

STATE OF WASHINGTON) } ss
COUNTY OF King)

On this 4 day of March, 1985, before me, the undersigned,
a Notary Public, personally appeared James M. Lee and Vinette Zabriskie,
to me known to be the individuals who executed the within instrument,
and acknowledged to me that they signed and sealed the same on 16,
free and voluntary act and deed for the uses and purposes therein
mentioned.

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

Rhonda G. Crawford
Notary Public to and for the State of Washington,
residing at Bethelwood.