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Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

**Document Title(s)** (or transactions contained therein): (all areas applicable to your document must be filled in)

1. First Amended Declaration of Covenants, Conditions & Restrictions 2. \_\_\_\_\_  
3. \_\_\_\_\_ 4. \_\_\_\_\_

**Reference Number(s) of Documents assigned or released:** 198503260471

Additional reference #'s on page \_\_\_\_\_ of document

**Grantor(s)** (Last name, first name, initials)

1. Langtree Estates Association of Lot Owners  
2. \_\_\_\_\_

Additional names on page \_\_\_\_\_ of document.

**Grantee(s)** (Last name first, then first name and initials)

1. Langtree Estates Association of Lot Owners  
2. \_\_\_\_\_

Additional names on page \_\_\_\_\_ of document.

**Legal description** (abbreviated: i.e. lot, block, plat or section, township, range)

\_\_\_\_\_

Additional legal is on page \_\_\_\_\_ of document.

**Assessor's Property Tax Parcel/Account Number**

☐ Assessor Tax # not yet assigned

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

\_\_\_\_\_  
Signature of Requesting Party

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

THIS FIRST AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF LANGTREE ESTATES ASSOCIATION OF LOT OWNERS, is made on the date set forth below pursuant to the authority granted by ARTICLE II, Section 21 of the original COVENANTS, CONDITIONS AND RESTRICTIONS OF LANGTREE ESTATES ASSOCIATION OF LOT OWNERS dated March 25, 1985 recorded under King County Recording No. 198503260471 ("Original March 25, 1985 Langtree CC&Rs") by Scott Chen and Qing Chen, Michael deMaar and Natalie deMaar, Barbara McConathy, Tim Duffy and Jackie Duffy, Bill Vandenberg and Mary Kay Vandenberg, Aleks Neubauer and Courtney English-Neubauer, Rick Wagner and Esther Ybarra-Wagner, Ajith Nair and Bindu Nair, Jim Takata and Barb Takata, Kurt Maass and Robin Maass, Dan Ervin and Monika Ervin, Tugdual Delisle and Anne Delisle, Jay Jessen and Jane Jessen, Bob McGrouther and Karen McGrouther, John Anderson and JoAnn Anderson, Don Morgan and Donna Morgan, Gordon Yen and Echo Hsu, David Orbits and Jody Orbits, Sumi Agcaoili and Aggie Agcaoili, Eric Fleuret and Fabienne Fleuret, Bob Hinman and Ann Hinman, David Lomet and Charlotte Jean Lomet, Francis Riedo and Judy Riedo, Jake Zborowski and Beth Zborowski, Al Voels and Cathi Voels, Steve Yamashiro and Eiko Yamashiro, Craig Robinson and Laura Robinson, Paul Moritz and Jayleen Ryberg, Cleaven Wright and Kathy Wright, Chad Roberts and Angela Roberts, Philip Newcomb and Christine Newcomb, Bob Abbott and Helen Sun, Shusuke Uehara and Noriko Uehara, Paul Shanta and Lynn Shanta, Steve Van Til and Karen Van Til, Michael Sommers and Lily Sommers, Michael Kung and Meilin Kung, Andy Kegel and Susan Kegel, Jim Groves and Mickey Groves, Michael French and Ann-Marie French, Trevor Porter and Kathy Perko, James Mastan and Kim Mastan, Dieter Schmidt and Debbie Schmidt, Robert Sowder and Joan Sowder, Michael Magnin and Haishan Magnin, Brent Smith and Jill Smith, Ted Groves and Myra Groves, Karm Ning Tam and Martina Tam, Brandon Au and Maggie Au, Chris Raaum and Joanie Raaum, Ann McCormick, Doug McRobbie and Wendy McRobbie, Craig Companion and Karen Companion, Jim Purkey and Maryann Purkey, Wes Meyers and Renee Meyers, Jim Bridges and Judy Bridges, Sunil Shinde, Joe Schumacher and Tiffany Schumacher, Larry Carter and Aileen Carter, Shiu-Lok Hu, Tim Christian and Deb Christian, Dana Wilson and Jill Herlihy-Wilson, William Derrick and Susan Derrick, Mary Ann Sage, Patrick Hildebrand and Kelli Hildebrand, Mike Dice and Kristi Dice, Sam Leishman and Jerry Leishman, Jim Bordenet and Sue Bordenet, Levi Duclos, Dan Martinsen and Mary Martinsen, Andrew Sinclair and Judith Sinclair, Mike Silverberg and Louise Silverberg, Tom Norris and Kim Norris, Mo Lemieux and Kacey Lemieux, and Philip Worthington and Ruth Worthington hereinafter referred to as "Owners".

WITNESSETH:

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

Lots 1 through 75 and Tracts B, 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.

WHEREAS, a majority of the above Owners of Lots 1 through 75 wish to amend the Original March 25, 1985 Langtree CC&Rs recorded under King County Recording No. 198503260471 pursuant to the authority granted therein by ARTICLE II, Section 21.

NOW THEREFORE, the Owners hereby declare that the Original March 25, 1985 Langtree CC&Rs be and hereby are amended as set forth herein and 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.

Section 2. "Owner" shall mean and refer to the record owner, as shown by the real estate records in the King County Division of Records and Elections, whether one or more persons or entities of a fee simple interest in any lot which is a part of the Properties, including contract sellers, but excluding mortgagees or other persons or entities having such interest merely as security for the performance of an obligation; except a creditor who acquires title to a lot(s) and dwelling thereon or any portion thereof pursuant to foreclosure or any other proceeding or deed in lieu of foreclosure shall be considered an Owner. Purchasers or assignees under recorded real estate contracts shall be considered an Owner against their respective sellers or assignors.

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 legally platted, segmented and alienable portion of the Property.

Section 7. "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 8. "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 II 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; and

(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 the Owners 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 Areas and Common Maintenance Area except upon the prior written consent of the 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 Area and Common Maintenance Area.

Section 5. Construction Activity. No structure shall be erected or placed on any Lot or receive exterior alteration until the construction plans and specifications have been approved by the 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 three (3) months after the date of commencement of construction. Variances may be granted by the 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 Committee is to be rendered as to whether a used material is a decor item or not. All roofs are to be cedar shingles, wood or composition shakes, slate, or tile with a minimum 25 year material manufacturer's warranty and shall be approved by the Committee. All siding and trim are to be approved by the Committee. All visible masonry shall be native stone, brick or stucco and are to be approved by the Committee. All house paint colors shall be approved by the Committee.

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 Committee and except as noted below. Fences, walls or shrubs are permitted to delineate the Lot lines of each Lot, subject to 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 Committee and must be approved by the Committee prior to construction.

Section 9. Temporary Residence. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or any other outbuilding, 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.

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

Section 12. Antennae. No exterior aerials, antennas or microwave receivers (dishes) for television or other purposes shall be permitted on any Lot. No lines or wires for the transmission of electric current or of television, radio, telephone or internet signals shall be constructed, placed or permitted to be laded outside of the building of a Lot unless the lines and wire shall be underground and attached to a building. Satellite reception dishes less than three (3) feet in diameter may be installed on any Lot provided they are screened from view from the yard on any adjacent Lot.

Section 13. 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 14. 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. Owners shall pick up and properly dispose of their animal's waste. At no time will animals be permitted on road right-of-ways or other parts of the Properties unattended. Dogs and other household pets that disturb any Lot Owner with "frequent or prolonged noise" are not permitted. All dog houses and animal pens or similar animal enclosures must be approved by the Committee prior to construction and shall be kept neat and clean and odor free at all times.

Section 15. 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 or 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 16. Delegation of Use and Responsibilities. Any Owner may delegate, in accordance with the By-Laws of the Langtree Estates Association of 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 17. 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 18. 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 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 19. 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 20. 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 five (5) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of five (5) 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 sightly 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. Garbage and recycled refuse containers shall not be left out for pick up or in view of any Lot for more than three (3) consecutive days. 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. Trees and shrubs that overhang above or overgrow onto adjoining properties, streets or block street lights shall be kept trimmed. Holiday colored lights and icicle lights on roofs, eaves, trees, bushes, etc. and holiday decorations shall be put up no earlier than one (1) week prior to Thanksgiving, and shall be turned off and removed by January 15<sup>th</sup> each year. 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 Committee. Upon 48 hours' notice to the Owner of an improperly parked vehicle, the 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 of vehicles within the driveway of a Lot for a short term period. Such special situations shall be reviewed by the Committee and, if approved by the Committee, shall be exempted from this covenant for the time period approved. Owners who rent their homes are responsible for ensuring strict compliance with this Exterior Maintenance by Owner provision.



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 the established community standards, the 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 thereof 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 costs 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 (2/3) of the Owners before undertaking such repairs.

Section 3. Maintenance of Common Areas. There exist 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 be responsible for the maintenance of the Common Maintenance Areas.

Section 5. Common Area/Common Maintenance Area Repair. Owners whose Lots abut Common Areas must ensure that the Owner's trees, shrubs, foliage, and vegetation are trimmed and do not encroach onto such Common Area. 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 (1) week or the Committee shall execute said repair and Owner will immediately remit funds for billing plus twelve percent (12%) 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 purpose.

Section 7. Maintenance of Landscape Easements. There exist screening easements for landscaped berms that are located on certain private Lots of Langtree Estates, including 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. Owners whose Lots are adjacent to easements must ensure that the Owner's trees, shrubs, foliage, and vegetation are trimmed and do not encroach onto such easements.

#### ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to an 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. All Owners 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 executed as they determine, but in no event shall more than one vote be cast with respect to any Lot.

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 sixty (60) days for any 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 therefore, 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 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 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, 2016, the maximum annual assessment shall be \$525.00. The maximum annual assessment may be increased by the Board of Directors each year in an amount which is not more than 5% above the maximum annual assessment for the previous year. The maximum annual assessment may be increased by an amount which is more than 5% above the maximum annual assessment for the previous year by a vote of two-thirds (2/3) of the Owners.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the 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-third (2/3) of the votes of the 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 by electronic transmission (email, IM or online) or US Mail 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 the 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 Assessment; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month of January each year and shall extend for a period of one year. Written notice of the annual assessment shall be sent to each Owner by electronic transmission (email, IM or online) or US Mail. 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 (12%) per annum. The Association may bring 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/her 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. The elected Board of Directors shall appoint an Architectural Control Committee which shall consist of not less than three nor more than five members (hereinafter called the "Committee"). A member of the Committee may be removed by the Board upon 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 to act for and on behalf of the Committee with respect to both ministerial matters and the exercise of judgments 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 address 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 of this Declaration, and shall have no financial obligation of any kind based upon his/her actions as a member of the Committee.

Section 2. All buildings and improvements on a Lot shall be of permanent construction, and no temporary structure, trailer, 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 electronic transmission (email, IM or online) or by US Mail to the address of the Committee in duplicate, shall be in writing, shall 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 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 (30) 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 to 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 or by email to the sender. In the event that no disapproval of such plans and specifications is given within thirty (30) 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 construction 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 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 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 and other consultant 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 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 members.

**Section 4. Lots 40, 61, 69 and 71 No Longer Exempt.** The Owners of Lots 40, 61, 69 and 71 hereby declare that they are no longer exempt from the original Covenants, Conditions and Restrictions of Langtree Estates Association of Lot Owners dated March 25, 1985 recorded under King County Recording No. 198503260471 subject to the easements, restrictions, covenants and conditions contained therein and as amended by this First Amended Declaration of Covenants, Conditions and Restrictions of Langtree Estates Association of Lot Owners. The Owners of Lots 40, 61, 69 and 71 are hereby entitled to the 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.

IN WITNESS WHEREOF, the undersigned, being the Owners herein, have hereunto set their hands and seals effective this \_\_\_\_ day of March, 2015.

Lot #

OWNER(S)

1

Scott Chen

17112 NE 133rd St

\_\_\_\_\_  
Qing Chen

2

Michael deMaar  
13316 - 171st Ave NE


Natalie deMaar

3

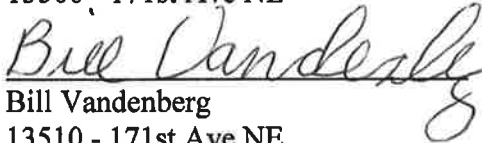
Barbara McConathy  
13326 - 171st Ave NE

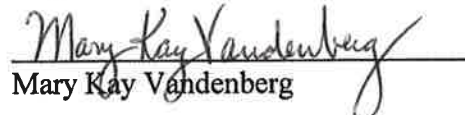
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Tim Duffy  
13500 - 171st Ave NE


  
Jackie Duffy

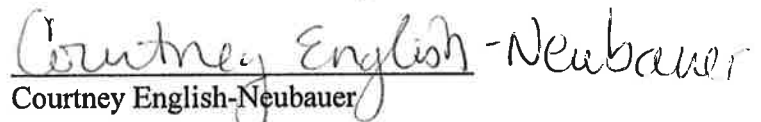
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Bill Vandenberg  
13510 - 171st Ave NE

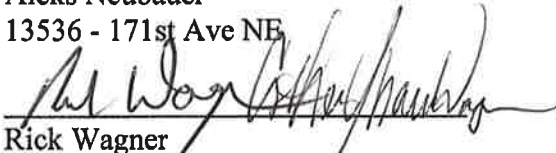
  
Mary Kay Vandenberg

6

  
Aleks Neubauer  
13536 - 171st Ave NE

  
Courtney English-Neubauer

7

  
Rick Wagner  
13602 - 171st Ave NE


Esther Ybarra-Wagner

8

  
Ajith Nair  
13614 - 171st Ave NE

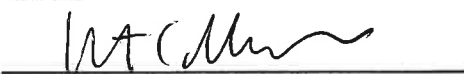
Bindu Nair

9

  
Jim Takata  
13624 - 171st Ave NE


  
Barb Takata

10

  
Kurt Maass  
17107 NE 138th St



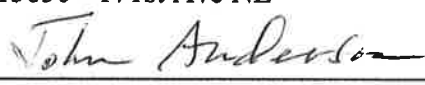


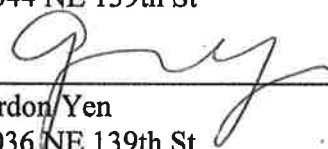



Robin Maass


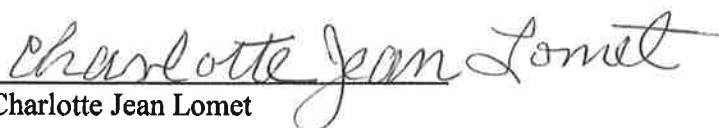
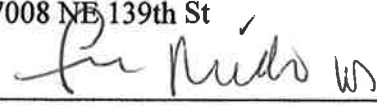



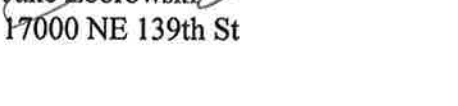
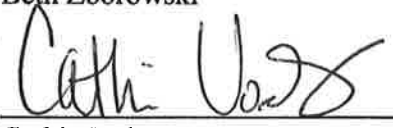
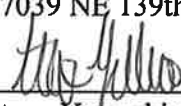

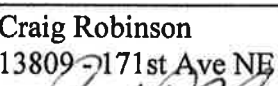
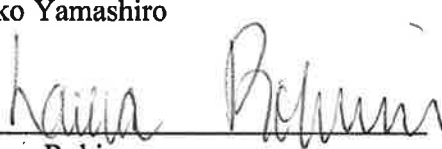
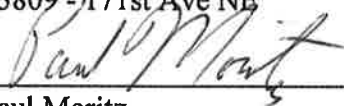

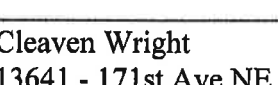

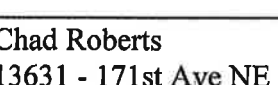
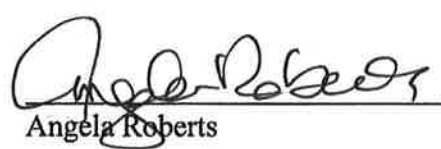
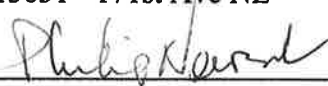

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Dan Ervin  
17110 NE 138th St

  
Monika Ervin



12	<hr/> Tugdual Delisle 13818 - 171st Ave NE	<hr/>  Anne Delisle
13	<hr/> Jay Jessen 13826 - 171st Ave NE	<hr/>  Jane Jessen
14	<hr/> Bob McGrouther 13830 - 171st Ave NE	<hr/> Karen McGrouther
15	<hr/>  John Anderson 17052 NE 139th St	<hr/>  JoAnn Anderson
16	<hr/> Don Morgan 17044 NE 139th St	<hr/>  Donna Morgan
17	<hr/>  Gordon Yen 17036 NE 139th St	<hr/> Echo Hsu
18	<hr/> David Orbits 17028 NE 139 <sup>th</sup> St	<hr/> Jody Orbits
19	<hr/> Sumi Agcaoili 17020 NE 139th St	<hr/> Aggie Agcaoili
20	<hr/> Eric Fleuret 17016 NE 139th St	<hr/>  Fabienne Fleuret
21	<hr/>  Bob Hinman 17012 NE 139th St	<hr/>  Ann Hinman


22	 David Lomet 17008 NE 139th St	 Charlotte Jean Lomet Charlotte Jean Lomet
23	 Francis Riedo 17004 NE 139th St	 Judy Riedo
24	 Jake Zborowski 17000 NE 139th St	 Beth Zborowski
25	 Al Voels 17039 NE 139th St	 Cathi Voels
26	 Steve Yamashiro 13817 - 171st Ave NE	 Eiko Yamashiro
27	 Craig Robinson 13809 - 171st Ave NE	 Laura Robinson
28	 Paul Moritz 13801 - 171st Ave NE	 Jayleen Ryberg
29	 Cleaven Wright 13641 - 171st Ave NE	 Kathy Wright
30	 Chad Roberts 13631 - 171st Ave NE	 Angela Roberts
31	 Philip Newcomb 13621 - 171st Ave NE	 Christine Newcomb

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Bob Abbott  
13611 - 171st Ave NE

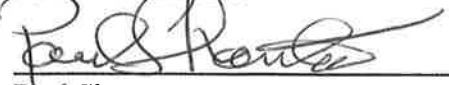
Helen Sun

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13603 - 171st Ave NE

Noriko Uehara

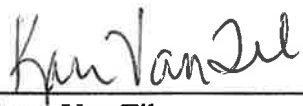
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Paul Shanta  
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Lynn Shanta

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Steve Van Til  
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Karen Van Til

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Michael Sommers  
17003 NE 136th Pl

Lily Sommers

37

Michael Kung  
17007 NE 136th Pl

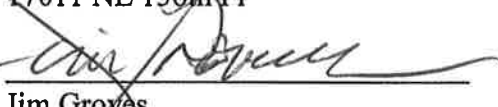
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Andy Kegel  
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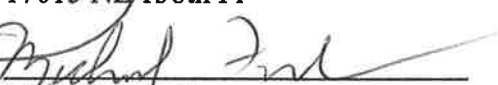
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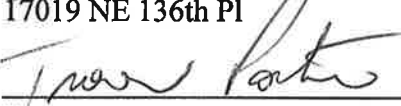
  
Mickey Groves


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Michael French  
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Ann-Marie French

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Trevor Porter  
17031 NE 136th Pl

  
Kathy Perko

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James Mastan  
17041 NE 136th Pl

Kim Mastan

43

Dieter Schmidt  
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Debbie Schmidt


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Robert Sowder  
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Joan Sowder

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Michael Magnin  
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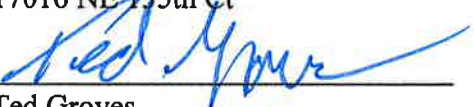
  
Haishan Magnin

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Brent Smith  
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Jill Smith

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Ted Groves  
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Myra Groves


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Karm Ning Tam  
17005 NE 135th Ct

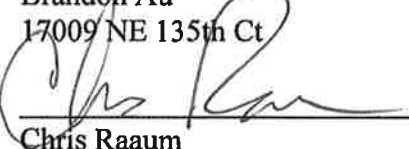
Martina Tam

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Brandon Au  
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Maggie Au

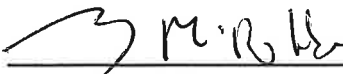
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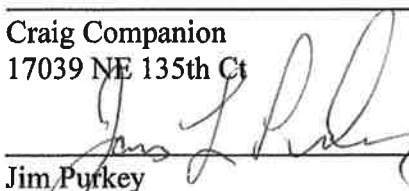
  
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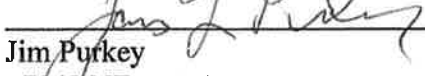
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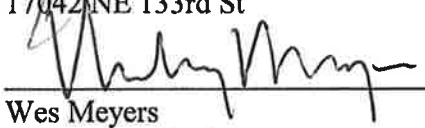
  
Wendy McRobbie

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Craig Companion  
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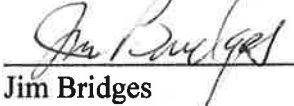
  
Karen Companion


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Jim Purkey  
17042 NE 133rd St


  
Maryann Purkey


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Wes Meyers  
17038 NE 133rd St


  
Renee Meyers

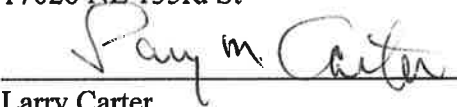
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Judy Bridges


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Sunil Shinde  
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Joe Schumacher  
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Tiffany Schumacher

59   
Larry Carter  
17022 NE 133rd St

  
Aileen Carter

60   
Shiu-Lok Hu  
17018 NE 133rd St

61   
Tim Christian  
17014 NE 133rd St

  
Deb Christian

62

Dana Wilson  
17010 NE 133rd St


  
Jill Herlihy-Wilson


63

William Derrick  
17006 NE 133rd St

  
Susan Derrick


64

  
Mary Ann Sage  
17002 NE 133rd St

  
Kelli Hildebrand


65

Patrick Hildebrand  
17005 NE 133rd St


  
Kristi Dice

66

Mike Dice  
17009 NE 133rd St


  
Jerry Leishman

67

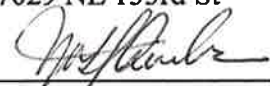
  
Sam Leishman  
17013 NE 133rd St

  
Sue Bordenet

68

  
Jim Bordenet  
17029 NE 133rd St

69

  
Levi Duclos  
13237 - 171st Ave NE

70

Dan Martinsen  
13229 - 171st Ave NE

Mary Martinsen

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Andrew Sinclair  
13225 - 171st Ave NE

  
Judith Sinclair


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Mike Silverberg  
13222 - 171st Ave NE

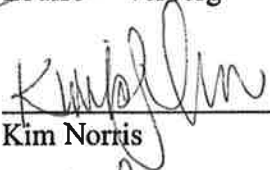


Louise Silverberg

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Tom Norris  
13226 - 171st Ave NE

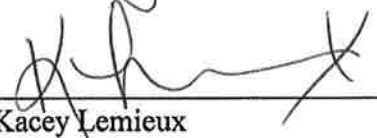


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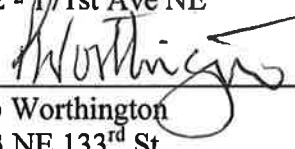


Mo Lemieux  
13232 - 171st Ave NE

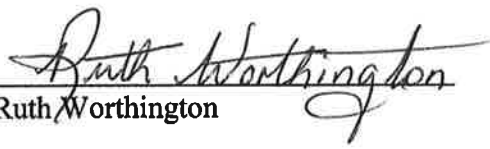


Kacey Lemieux

75



Philip Worthington  
17113 NE 133<sup>rd</sup> St



Ruth Worthington