

BR

DECLARATION OF COVENANTS AND RESTRICTIONS

40469 1A

FOR RECD F 17.00
THE PLAT OF SHADOWBROOK REC FEE 2.00
CASHEL

19.00
55

THIS DECLARATION, made this 15th, day of June, 1989, by BURNSTEAD CONSTRUCTION COMPANY, a Washington Corporation, hereinafter called "Developer",

W I T N E S S E T H:

Q L C F 7648 U-2
9007270469

WHEREAS, Developer is the owner of the real property described in Article II of this declaration and desires to create thereon a residential community with permanent landscape entry areas, cul-de-sac islands, public equestrian trails, open spaces, and other residential amenities for the benefit of the said community; and

WHEREAS, a Declaration of Covenants and Restrictions for the Plat of Shadowbrook dated June 15, 1989, was recorded under King County Department of Records and Elections Filing No. 8906210512, and

WHEREAS, the developer believes it would be beneficial to revise and re-record said Declaration of Covenants and Restrictions in order to more directly call attention to purchasers of lots in the Plat of Shadowbrook certain plat requirements which are contained in the King County ordinance approving the plat dealing with public equestrian trails, and

WHEREAS, those portions of the Declaration which are different than those previously recorded are underlined for purposes of clarity, and

WHEREAS, Developer desires to provide for the preservation of the values and amenities of said community and for the maintenance of said landscape areas, open spaces, and other common facilities; and, to this end, desires to subject the real property described in Article II together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges, and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof, except for the public equestrian trails that are open to and available for public use, and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereafter created; and

WHEREAS, Developer has incorporated under the laws of the State of Washington, as a non-profit corporation, the SHADOWBROOK HOMEOWNERS ASSOCIATION, for the purpose of exercising the functions aforesaid:

WHEREAS, the ordinance approving the Plat of Shadowbrook requires the Developer to install and the homeowners' association to maintain, equestrian trails which are available for the use of the general public and which obligation may not be modified by the homeowners' association, and the Developer decides to advise the lot owners and the Homeowners' association of their duties and responsibilities pursuant to said ordinance, and

FILED FOR RECORD AT REQUEST OF
TICOR TITLE INSURANCE CO.
1008 WESTERN AVE. SUITE 200
SEATTLE, WA 98104
JUN 19 1989

NOW, THEREFORE, the Developer declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I
Definitions

Section 1: The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to SHADOWBROOK HOMEOWNERS ASSOCIATION.

(b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

(c) "Common Maintenance Areas" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties that are maintained by the Association for the common use and enjoyment of the owners of The Properties. "Common Maintenance Areas" shall include Tracts "L & M", entry landscaping, cul-de-sac islands, and other open spaces, and public equestrian trails.

(d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

(e) "Owner" shall mean and refer to the record owners, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(f) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section I, hereof.

ARTICLE II
Property Subject to This Declaration:
Additions Thereto

Section 1: Existing Property. The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in King County, Washington, and is more particularly described as follows:

The plat of SHADOWBROOK, according to the plat recorded in Volume 146, of Plats, pages 29-36, records of King County, Washington, all of which real property shall hereinafter be referred to as "Existing Property."

Section 2: Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

(a) Additions of Other Divisions. Upon the recording of other subdivision plats of SHADOWBROOK, by the Developer, said additional divisions shall upon written election of the Developer become subject to this Declaration at the date of filing with the King County Recorder.

9007270469

(b) Additions upon approval. Upon approval in writing by the Board of Directors of the SHADOWBROOK HOMEOWNERS ASSOCIATION as provided in its Articles of Incorporation, other additions or divisions of property that are deemed to be included in the Shadowbrook Master Plan or adjoining property may be added and be subject to the jurisdiction of the SHADOWBROOK HOMEOWNERS ASSOCIATION.

(c) Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Existing Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Existing Property except as hereinafter provided.

ARTICLE III

Residential Area Covenants

Section 1: Land Use and Building Type. All building sites on The Properties, excluding designated recreational areas, shall be known and described as residential building sites. No structures shall be erected, altered, placed or permitted to remain on any building site other than one detached single family dwelling, a private garage for not more than four (4) cars, guest house, and other outbuildings incidental to residential use of the premises.

Section 2: Building Location. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than 20 feet. No building shall be located nearer than 5 feet to an interior lot line. Structures and obstructions (including but not limited to decks, patios, outbuildings, or overhangs beyond 18 inches) are prohibited beyond the building setback line and within the Native Growth Protection Easements as shown. When regulations of the governing jurisdiction require larger set backs they shall control.

Section 3: Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet and the side two and one-half feet of each lot. Within these easements, no structure, planting or other material shall be placed or be permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

Section 4: Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 5: Temporary Structures. 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

9107270469

a residence for a period longer than fourteen (14) days.

Section 6: Construction Period. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finish painting, and complete landscaping within six (6) months from date of start of construction except for reasons beyond control in which case a longer period may be permitted, if authorized by the Architectural Control Committee.

Section 7: Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the initial construction and sales period. Political yard signs of not more than five square feet are allowed during campaign periods which shall not exceed sixty days prior to the election for which the sign is pertinent nor more than five days after said election.

Section 8: Animals and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or other small household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. Dog runs and similar facilities shall be approved by the Architectural Control Committee under the provisions of Article IV.

Section 9: Garbage. No lot shall be used or maintained as a dumping ground for rubbish or trash. Garbage or other waste shall not be kept except in sanitary containers. All equipment and containers for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 10: Fences. No fence, wall, or hedge shall be permitted to extend nearer to any street than the minimum setback line, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two (2) feet above the finished grade at the back of said retaining wall. Exemptions to this paragraph may be granted by the procedure specified in Article IV (Architectural Control Committee). All fence designs are subject to Architectural Control Committee approval as specified in Article IV. No fence, wall, hedge, or other obstruction shall be permitted to intrude into the public equestrian trails.

Section 11: Native Growth Protection Easement. No structures, filling, grading, or obstructions (including but not limited to decks, fences, patios, outbuildings, or overhangs) shall be permitted within the native Growth Protection Easement as shown on the recorded plat.

Dedication of a Native Growth Protection Easement (NGPE) conveys to the public a beneficial interest in the land within the easement. This interest includes the preservation of native vegetation for all purposes that benefit the public health, safety and welfare, including control of surface water and erosion, maintenance of slope stability, visual and aural buffering, and protection of plant and animal habitat. The NGPE imposes upon all present and future owners and occupiers of land subject to the easement the obligation, enforceable on behalf of the public by King County, to leave undisturbed all trees and other vegetation within the easement. The vegetation within the easement may not be cut, pruned, covered by fill, removed or damaged without express permission from King County, which permission must be obtained in writing from the King county Building and Land Development Division or its successor agency.

Before beginning and during the course of any grading, building construction, or other development activity on a lot subject to the NGPE, the common boundary between the easement and the area

9/07270469

of development activity must be fenced or otherwise marked to the satisfaction of King County.

Section 12: Oil and Mining Operation. Oil drilling, oil development operations, refining, mining operations of any kind, or quarrying shall not be permitted upon or in any of the building sites in the tract described herein, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the building sites covered by these covenants.

Section 13: Campers, Trailers & Recreational Vehicles. The keeping of a boat, boat trailer, camper, mobile home, automobile, recreational vehicle or travel trailer, or similar objects, either with or without wheels, on any parcel of property covered by these covenants is prohibited unless written permission is granted by the procedure specified in Article IV (Architectural Control Committee) which shall provide for storage to be no less than 20 feet to the front lot line or to any side street line; and that such personal property or vehicle shall be adequately screened and/or within a structure either of which has been architecturally approved by provisions of Article IV.

Section 14: TV Antennas. No antenna which extends more than five (5) feet above the structure or which is greater than four (4) feet wide or long or in diameter shall be permitted unless approved architecturally by provisions of Article IV.

Section 15: Lighting. To provide for lighting on the street and at the driveway entrance, each home at the time of construction shall install alongside the driveway entrance a light which is controlled to turn it on during the hours of darkness. The light will be maintained in operating condition at all times. The location and design of this light shall be shown on the architectural plans submitted for architectural approval.

Section 16: Landscaping. To provide for a finished and presentable appearance, the front yards of each home will be landscaped at the time of construction. A plan for such landscaping will be submitted to the Architectural Control Committee for their approval as specified in Article IV. All areas of the lot which are not left in native growth and conditions shall be landscaped within six months of the time construction commences.

ARTICLE IV
Architectural Control Committee

No building, fence, wall or other 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 have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board.

The initial Architectural Control Committee shall be composed of the following: STEVE A. BURNSTEAD, 1215 120th Ave. Bellevue, WA 98005; FREDERICK H. BURNSTEAD, 1215 120th Ave. NE. Bellevue, WA 98005; F.H. BURNSTEAD, 1215 120th Ave. NE, Bellevue, WA 98005; and W. CARL BUCHAN, 11555 Northup Way, Bellevue, WA 98004.

The Architectural Control Committee shall have the primary responsibility of interpreting and enforcing the rules and regulation of building and improvements subject to the procedures hereinafter set forth. The Architectural Control Committee shall adopt such reasonable and uniform rules of

9007270469

— A.C.C. Modified
by board.
• 3 or more people.

architectural control as the Board of Directors may prescribe, including, but not necessarily limited to the following:

1. No outbuilding or structure of any kind may be built on a platted residential lot before construction of a permanent residence.

2. No construction of a dwelling may be started on a platted residential lot without first obtaining:

- (a) Written approval from the Board Directors of the Association or the Architectural Control Committee designated by it pursuant to Article IV of these covenants.
- (b) Each single family residence on a platted residential lot shall contain a minimum floor area of 2200 square feet if a one story residence, and 2500 square feet if more than a one story residence, exclusive of open decks (covered or uncovered) garages, covered carports, sheds or outbuildings.
- (c) Garages on platted residential lots may be detached from the main dwelling structure. The design and roof materials of garages shall be compatible with those of the main dwelling.

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee.

The committee's approval or disapproval as required in these covenants shall be in writing. The Board of Directors of the Association or the Architectural Control Committee designated by it shall determine whether any given use of a platted residential lot unreasonably interferes with an abutting owners use of his property, and such determination shall be conclusive. In the event the committee, or its designated representative, fails to approve within forty-five (45) days after plans and specifications have been submitted, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. Approval by the Architectural Control Committee does not constitute authorization to proceed with any activities that may require conformance with King county procedures and regulations or other Governmental laws or regulations.

Notwithstanding any of the above provisions to the contrary, it is intended that the initial Architectural Control Committee shall remain in office until the happening of the earlier of the following events:

(a) When the Developer, BURNSTEAD CONSTRUCTION COMPANY, has completed all phases of construction and development of the plat of SHADOWBROOK, and all initial home construction has been completed.

(b) on the 1st day of January, 1991.

Upon the happening of either of the above referenced events, the authority of the Architectural Control Committee shall automatically transfer to the SHADOWBROOK HOMEOWNERS ASSOCIATION, a non-profit corporation, for the designation of such new committee members as provided hereinabove by the Board of Directors of said corporation.

9007270469

ACC members can be changed by homeowners.

ARTICLE V

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 executed 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 four (4) 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, 1995.

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 infraction of its published rules and regulations.

Suspend voting until paid assessments.

ARTICLE VI

Use and Maintenance of Landscaped Easements

Section 1: Responsibility for Common Maintenance Areas. There exist certain landscaped areas within the plat of Shadowbrook that are herein described as Common Maintenance Areas and are designated for landscaping and community identification purposes. The Association shall be responsible for the maintenance of the Common Maintenance Areas, including the public equestrian trails.

Section 2: Members' Easements of Enjoyment. Subject to the provisions of Section 3 below, every member shall have a right and easement of enjoyment in and to the Common Maintenance Areas and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 3: Extent of Members' Easement on Common Maintenance Areas. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Developer and of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Areas.

(b) The right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed sixty (60) days for any infraction of its published rules and regulations:

(c) The right of the Association to donate all operating

90072270469

and capital surpluses in excess of anticipated maintenance, replacement and capital improvement requirements to qualified public and private charitable uses.

(d) The right of the public to utilize the public equestrian trails pursuant to King County ordinance approving the Plat of Shadowbrook.

Section 4. NATIVE GROWTH PROTECTION EASEMENT. A Native Growth Protection Easement is delineated on lot #77 and lot #63 through lot #67. No structures, filling, grading or obstructions (including but not limited to decks, fences, patios, outbuildings or overhangs) shall be permitted within the Native Growth Protection Easement. The vegetation within this easement may not be cut, pruned, covered by fill, removed or damaged without express permission from King county Building and Land Development Division or its successor agency.

ARTICLE VII

Covenant for Maintenance Assessment

9007270469
Section 1: Creation of the Lien and Personal Obligation of Assessments. The Developer for each Lot owned by it within The Properties hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, 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 such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2: Purpose of Assessments. With the exception of that portion of assessments levied to maintain public equestrian trails, the assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties and in particular for the improvement and the maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Maintenance Areas and of the homes situated upon The Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.

Section 3: Basis and Maximum of Annual Assessments. The initial annual assessment shall be \$140.00 per year per Lot. From and after January 1, 1990, the annual assessment may be increased by vote of the Members, as hereinafter provided, for the next succeeding three (3) years and at the end of each such period of three (3) years for each succeeding period of three (3) years.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount. Irrespective of the foregoing provisions of this section, amount of the annual assessment shall be sufficient to adequately maintain the public equestrian trails.

9007270469

Section 4: Special Assessments for Capital Improvements or Unanticipated Expenses. In addition to the annual assessments authorized by Section 3 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 or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, or unanticipated expense of the association, including the necessary 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, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting. Provided, however, that any special assessment for the purpose of repairing and/or maintaining the public equestrian trails may be levied by majority vote of the Board of Directors and shall not require the assent of the members or any class thereof.

Section 5: Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the ~~maximum and basis~~ of the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change 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, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Articles of Incorporation and under Article II, Section 2 (a) hereof.

Section 6: Quorum For Any Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Section 4 and Section 5 hereof, the presence at the meeting of Members or of proxies entitled to cast fifty (50) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forth coming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the proceeding meeting.

Section 7: Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence on January 1, 1990 and shall be for the specified annual fee.

The assessments for any year, after the first year, shall become due and payable on the first day of January of said year.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8: Duties of the Board of Director. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to

inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing assigned by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. The cost of preparing such a statement may be charged to the Owner requesting it.

Section 9: Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representative and assigns. The personal obligation of the then Owner to pay such assessment; however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten (10) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclosure the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgement shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

Section 10: Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceedings in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 11: Exempt Property. The following property subject to this Declaration shall be exempted from the assessment charge and lien created herein:

(a) all properties to the extent of any easement or other interest therein dedicated and accepted by a local public authority and devoted to public use;

(b) all properties exempted from taxation by the laws of the State of Washington, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges.

9007270469

ARTICLE VIII

General Provisions

Section 1: Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by The Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, unless an instrument signed by the then Owners of two-third (2/3) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement to change shall be effective unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken. Provided, however, that the provisions of this Declaration relating to the establishment, maintenance and repair of the public equestrian trails are based on plat conditions adopted by ordinance by the King County Council and may not be changed in whole or in part without the approval of ordinance by the King County Council.

Section 2: Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3: Enforcement. Enforcement of these covenants and restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damage, and against the land to enforce any lien created by these covenants; and failure by the Association or 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 4: 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 5: 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 Veteran's Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions, and Restrictions.

ARTICLE IX

Transportation Management Plan

This transportation Management Plan (the "Plan") is designed by Burnstead Construction Co. ("Burnstead") to serve the transportation needs of the Shadowbrook residential development (the "Project") and to mitigate adverse transportation impacts of the Project. The intent of this Plan is to inform residents of the transportation options offered by Metro which could serve the Project, thereby minimizing traffic on and enhancing the safety of the arterial street systems in the vicinity of the Project.

The following elements shall be implemented to achieve the intent of this Plan. Burnstead shall coordinate with and utilize the services and assistance of Metro staff in implementing these measures.

9007270469

9007270469

1. At the time of each closing of a single family house sale within the plat of Shadowbrook, the buyer shall be given, as part of the closing documents, a copy of the Plan and current, available transit and ridesharing information provided by Metro to Burnstead.
2. Upon recording of the final plat of Shadowbrook, and the establishment of the Shadowbrook Homeowners Association, the Homeowners Association Secretary who shall be designated the Transportation Coordinator (TC) shall coordinate the following activities with Metro:
 - a. Distribution of the transportation plan and current available transit and ridesharing information provided by Metro to all new residents of the Project. This shall be coordinated with the information Distribution Coordinator in the Sales and Customer Service Division of Metro.
 - b. Work with Metro regarding any changes of Metro service and/or planned service. This information is to be distributed with the Shadowbrook Homeowners Association annual report, or whenever deemed appropriate. This shall be coordinated with the Market Development Planner assigned to the area.
 - c. Receive transportation concerns from the residents of the Project, and coordinate with Metro. This shall be coordinated with the Market Development Planner assigned to the area.
 - d. If requested by Metro or King County, the TC shall cooperate in surveying the residents of Shadowbrook. The questionnaire should include, but not be limited to, the following: Who in family utilized Metro; what kind of service; how often is metro utilized by family; and suggestions. Metro will participate in the development of the questionnaire. The Market Development Planner assigned to the area shall be contacted if a survey is to be conducted.
3. Five years after recording of the final plat of Shadowbrook, the plan and all of its elements will be reviewed by Metro and King County Building and Land Development Divisions. Continuation of the Plan will be determined at that time.

BURNSTEAD CONSTRUCTION COMPANY

BY Fred H. Burnstead
Fred H. Burnstead, President

EASEMENT PROVISIONS

An easement is hereby reserved for and granted to General Telephone Company of the Northwest, Inc., Puget sound Power and Light Company, and Woodinville Water District, and their respective successors and assigns, under and upon the exterior seven (7) feet parallel with and adjoining the street frontage of all lots and tracts in which to install, lay, construct, renew, operate and maintain underground conduits, cable, pipeline, and wires with the necessary facilities and other equipment for the purpose of service to this subdivision and other property with electric, telephone, and water, together with the right to enter upon the lots at all time for purposes stated.

COVENANTS

All lots within this plat are subject to the covenants recorded the 15th day of June 1989, under Recording No. 8906210512 records of King County, Washington.

RESTRICTIONS

No lot or portion of a lot in this plat shall be divided and sold or resold or ownership changed or transferred whereby the ownership of any portion or this plat shall be less than the area required for the use district in which located.

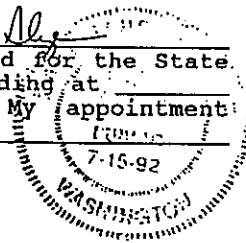
STATE OF Washington)
County of King) ss

9007270469

On this 25th day of July, A.D. 1990, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Fred H. Burnstead and to me known to be the President Secretary, respectively, of Burnstead Construction Co. the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he he is 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 in this certificate above written.

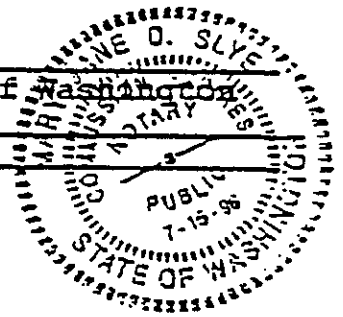
Mary Jane O'Neil
Notary Public in and for the State of Washington, residing at Issaquah
My appointment expires on 7/15/92



mentioned.

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

Wm. C. ...
Notary Public in and for the State of Washington
Residing at Issaquah
My commission expires 7/15/96



93031607

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SHADOWBROOK #3

THE DECLARATION, made this 25th day May 1993, by Frederick H. Burnstead and Janet R. Burnstead hereinafter referred to as "owner".

WITNESSETH

Whereas, owner's predecessor has previously executed and filed a certain Declaration of Covenants and Restrictions which is recorded under Auditor's File Numbers 8906210512, and as revised by 9007270469, 910131090, 9111180235, and 9303161915 records of King County, Washington, with respect to certain real property described therein; and

Whereas, Article II., Section 2a, thereof permits annexation of contiguous division plats to the Declaration of Covenants and Restrictions previously recorded,

Now, therefore, owner hereby adds Lot 8 Shadowbrook #3 recorded in Volume 155 of Plats, Pages 49-51, records of King county, Washington, lots 2,4,6,7, and Tract B shall be held, sold and conveyed subject to the covenants and restricts and the addition thereto recorded under King County Auditor's File Number 8906210512, 9007270469, 9101310907, 9111180235, and 9303161915. Except Article VI Section 7 shall be modified as follows. The annual assessments provided for herein shall commence on January 1, 1993, and shall be for the specified annual fee.

IN WITNESS WHEREOF, the Developer has executed this instrument this 25th day of May, 1993.

Frederick H. Burnstead

Janet R. Burnstead

Frederick H. Burnstead

Janet R. Burnstead

STATE OF WASHINGTON)

COUNTY OF KING)

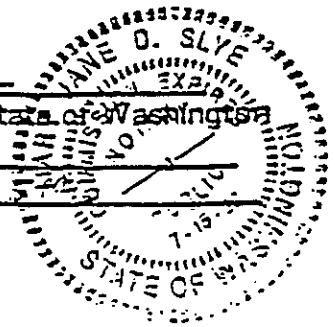
On this ^{June 1993} 15th day of ~~May~~, 1992, before me, the undersigned, a Notary Public, personally appeared *Frederick H. and Janet R. Burnstead* to me known to be the individuals who executed the within instrument, and acknowledged to me that he signed and sealed the same as his free and voluntary 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.

AFTER Recording, RETURN TO:

BURNSTEAD CONSTRUCTION
1215 120 AVE NE #201
BELLEVUE, WA 98005

Yvonne O. SLYE
Notary Public in and for the State of Washington
Residing at *San Juan*
My commission expires 71



CHICAGO TITLE INSURANCE COMPANY
has placed the document of
record in a customer's custody
and accepts no liability for
the accuracy or validity of
the document.

Filed by Chicago Title Insurance Co.
Ref. # W6090-6

9307021356

930702-1356 01:32:00 PM KING COUNTY RECORDS 001 R19 7.00