

RETURN ADDRESS:

Lisa Baker
 Pacific Properties, Inc.
 14410 Bel-Red Road, Suite 200
 Bellevue, WA 98007



WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65 04)

DOCUMENT TITLE(S) (or transactions contained therein)	
Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Beaver Lake Estates Division II	
REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:	
n/a	
<input type="checkbox"/> Additional reference #s on page _____ of document(s)	
GRANTOR(S) (Last name first, then first name and initials)	
Pacific Land Investment Corp., a Washington corporation Wilham E Buchan, Inc , a Washington corporation John F. Buchan Construction, Inc., a Washington corporation	CHICAGO TITLE INSURANCE COMPANY has placed the document of record as a customer courtesy and accepts no liability for the accuracy or validity of the document. W03-1092-10
<input type="checkbox"/> Additional names on page _____ of document	
GRANTEE(S) (Last name first, then first name and initials)	
The Beaver Lake Estates II Homeowners Association	
<input type="checkbox"/> Additional names on page _____ of document	
LEGAL DESCRIPTION (abbreviated i.e. lot, block, plat or section, township, range)	
S.W ¼ Sec. 1, S.E. ¼ Sec 2, Twp 24 N, R 6 E., WM	
<input type="checkbox"/> Additional legal is on page _____ of document	
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER	
062940-0950; 062940-0960; 062940-0970	
<input type="checkbox"/> Assessor Tax # not yet assigned	

**DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS,
EASEMENTS AND RESERVATIONS FOR
BEAVER LAKE ESTATES DIVISION II**

THIS DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS FOR BEAVER LAKE ESTATES DIVISION II (the "Declaration") is made by Pacific Land Investment Corporation, a Washington corporation ("PLI"), William E. Buchan, Inc., a Washington corporation ("WEB"), and John F. Buchan Construction, Inc., a Washington corporation ("JFB") (collectively, "Declarant") as of this ____ day of March, 2003

RECITALS

A Declarant is the owner of certain real property (the "Property") in King County, Washington, legally described on Exhibit A hereto

B. The Property consists of Tracts H, J, K, L and M of the Plat of Beaver Lake Estates recorded in volume 169 of Plats, pages 65 through 77, records of King County, Washington (the "Original Plat") Tracts H, L and M of the Original Plat are reserved as Reserve Areas, and Tracts J and K are designed Sensitive Area and Open Space Tracts, under the Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Beaver Lake Estates recorded on December 7, 1994 under King County Auditor's File No. 9412071205, as amended by First Amendment to Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Beaver Lake Estates recorded on April 8, 1997 under King County Auditor's File No. 9704081097 (collectively, the "Original CC&R's").

C The Property was subdivided by the Plat for Beaver Lake Estates Division II, recorded in Volume 211 of Plats, pages 22 through 31, records of King County, Washington (the "Plat")

D. Declarant notes – and cautions those reading this Declaration to note – that the tract designations in the Original Plat differ from the tract designations in the Plat. References hereinafter to a tract refer to such tract under the Plat, unless otherwise specifically set forth

E. Only such portions of the Original Plat and Original CC&R's as apply to Reserve Tracts shall apply to the Plat, provided that Tracts F and L of the Plat shall be Sensitive Areas in accordance with Tracts J and K of the Original Plat

F. Declarant wishes to subject the Property to this Declaration

NOW, THEREFORE, Declarant declares that the Property, subject to all restrictions and easements of the Plat, shall be held, transferred, sold, conveyed, leased, used and occupied subject to the covenants, conditions, restrictions, easements, assessments, and liens hereinafter set forth which are for the purpose of protecting the value and desirability of and which shall touch and concern and run with title to the Property and which shall be binding on all parties having any right, title, or interest in the Property or any portion thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of each owner thereof

ARTICLE 1 DEFINITIONS

Section 1.1 Words Defined In this Declaration and any amendments hereto, the following terms shall have the following meanings and all definitions shall be applicable to the singular and plural forms of such terms:

1.1.1 "Association" shall mean the Beaver Lake Estates II Homeowners Association described in Article 4 of this Declaration, its successor and assigns

1.1.2 "Board" shall mean the Board of Directors of the Association, and "Directors" shall mean members of the Board of Directors

1.1.3 "Common Areas" shall mean the real property (including the improvements and facilities thereon) described as all areas of the Property outside the Lots, including roadways, walkways, parking areas, parks, open space buffer and landscape areas shown on the Plat which will be conveyed by Declarant to the Association and held for the common use and enjoyment of the members of the Association, but shall not include any streets, walkways or other areas now or hereafter dedicated for public use. Common Areas specifically shall include Tracts C, D, E, I, J, M, O, P and R, as shown on the face of the Plat, for purposes of maintenance and operation

1.1.4 "Construction" and "Constructed" shall mean any construction, reconstruction, erection or alteration of an Improvement, except wholly interior alterations to a then existing Structure.

1.1.5 "Declarant" shall mean Pacific Land Investment Corporation, a Washington corporation, William E Buchan, Inc., a Washington corporation, and John F. Buchan Construction, Inc., a Washington corporation, or such successor or assign (including a Participating Builder) as Declarant may designate by a writing recorded in the records of the Auditor of King County

1.1.6 "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions, and Reservations for Beaver Lake Estates Division II, as it may from time to time be amended

1.1.7 "First Mortgage" and "First Mortgagee" shall mean, respectively, (a) a recorded mortgage on a Lot that has legal priority over all other Mortgages thereon, and (b) the holder of a First Mortgage

1.1.8 "Lot" shall mean any legally platted plot of land shown upon any recorded subdivision map of the Property, with the exception of the Common Areas

1.1.9 "Mortgage" shall mean a recorded mortgage or deed of trust that creates a lien against a Lot and shall also mean a real estate contract for the sale of a Lot

1.1.10 "Mortgagee" shall mean the beneficial owner, or the designee of the beneficial owner, of an encumbrance on a Lot created by a mortgage or deed of trust and shall also mean the vendor, or the designee of a vendor, of a real estate contract for the sale of a Lot.

1.1.11 "Owner" shall mean the record owner, whether one or more Persons, of fee simple title to a Lot within the Property, including a contract purchaser entitled to beneficial possession

1.1.12 "Participating Builder" shall mean a Person who acquires from Declarant one or more Lots for the purpose of improving the same for resale to future Owners

1.1.13 "Person" shall mean an individual, corporation, partnership, association, trustee, or other legal entity

1.1.14 "Plat" shall mean the recorded plat of Beaver Lake Estates Division II and any amendments, corrections or addenda thereto subsequently recorded

1.1.15 "Property" shall mean the land described on Exhibit A and such additions thereto as may hereafter be subjected to the terms of the Declaration, and all improvements and structures now or hereafter placed on the land

1.1.16 "Reserve Area" shall mean Tract Y, which is hereby reserved for future development and which shall not be included within the Property or subject to this Declaration, unless annexed into the Property pursuant to Section 15 hereof.

1.1.17 "Structure" shall mean any building, fence, wall, driveway, walkway, patio, garage, storage shed, carport, mailboxes, basketball hoop, play equipment, climbing apparatus, swimming pool, rockery, dog run or the like.

1.1.18 "Transition Date" shall be as defined in Section 4.9

Section 1.2 Form of Words The singular form of words shall include the plural and the plural shall include the singular. Masculine, feminine, and neuter pronouns shall be used interchangeably

Section 1.3 Exhibits The following are exhibits to this Declaration

Exhibit A - Legal Description of the Property
Exhibit B - Fence Detail

ARTICLE 2. COMMON AREAS AND BASEMENTS

Section 2.1 Conveyance to Association. Declarant hereby grants and conveys the Common Areas to the Association

Section 2.2 Use Each Owner shall have the right to use the Common Areas in common with all other Owners. The right to use the Common Areas shall be appurtenant to and pass with the ownership of each Lot and shall extend not only to each Owner, but also to his agents, tenants, members of his household, invitees, and licensees. The right to use the Common Areas shall be governed by the provisions of this Declaration, the bylaws of the Association, and the rules and regulations of the Association.

Section 2.3 Abandonment of Common Areas The Common Areas may not be abandoned, partitioned, subdivided, encumbered, sold, or transferred by the Association, any Owner or any third party, provided that, with the approval of at least 67% of the Owners and compliance with any restrictions on the face of the Plat, the Common Areas may be transferred to or encumbered for the benefit of a public agency, authority, or utility. Notwithstanding the above, the Board by approval of at least 67% of its members may grant easements to public entities for utilities or for other purposes not inconsistent with the intended use of the Common Areas.

Section 2.4 Alteration of Common Areas Nothing shall be altered or constructed in or removed from any Common Areas except upon the prior written consent of the Board.

Section 2.5 Storm Drainage

2.5.1 Public Storm Drainage

(i) Basements All drainage easements on the Plat that are not identified on the Plat or in this Declaration to be private easements are hereby granted and conveyed to the City of Sammamish for the purpose of conveying, storing, managing and facilitating storm and surface water per the engineering plans approved for the Plat by the City of Sammamish, together with the right of reasonable access (ingress and egress) to enter said drainage

easement for the purpose of inspecting, operating, maintaining, repairing and improving the drainage facilities contained therein. Except for the facilities that have been formally accepted for maintenance by the City of Sammamish, maintenance of drainage facilities on private property is the responsibility of the property owner. The owners of said private property are required to obtain prior written approval from the City of Sammamish, and any required permits from the City of Sammamish, such as clearing and grading, prior to filling, piping, cutting or removing vegetation (except for routine landscape maintenance such as lawn mowing) in open vegetated drainage facilities (such as swales, channels, ditches, ponds, etc.), or performing any alterations or modifications to the drainage facilities, contained within said drainage easement. This easement is intended to facilitate reasonable access to the drainage facilities.

(ii) Tracts K and N Tracts K and N are hereby dedicated and conveyed to the City of Sammamish as storm water retention/detention tracts for storm water and drainage facilities purposes. The wood fence located within Tract K serves as a side yard fence for Lot 12. The maintenance and repair of such wood fence shall be the responsibility of the owner of Lot 12. Prior to any repair, removal or replacement of this wood fence, the owner of lot 12 must first obtain approval from the City of Sammamish.

(iii) A drainage easement is hereby granted and reserved across, under and through Tract O and Lots 12 and 22 in favor of the City of Sammamish, which easement is subject to, without limitation, the terms of the preceding Section 2.5 1(i)

2.5.2 Private Storm Drainage.

(i) Private Drainage Easements for All Lots. Private storm drainage easements are hereby granted and reserved across all of the Lots and tracts in the Plat, as follows: all Lots and tracts shall be subject to an easement 10 feet in width along all front property lines, 2.5 feet in width parallel with and adjacent to all interior Lot lines, and 5 feet in width parallel with and adjacent to all rear Lot lines for the purpose of private drainage. In the event the Lot lines are adjusted after the recording of the Plat, the easements shall move with the adjusted Lot lines. Maintenance of all private drainage easements on the face of the Plat shall be the responsibility of the Lots deriving benefit therefrom. No Structures other than fences shall be constructed within these private storm drainage easements. Any dispute between the Lot Owners with respect to the use or allocation of the costs of maintenance, repair and replacement of the storm drainage easements shall be submitted to the Board, whose decision shall be binding upon the Lot Owners. Any Lot Owner may submit any such dispute to the Board if the Lot Owners have unsuccessfully attempted to resolve their differences for a period of at least 20 days.

(ii) Individual Benefited Lots. Private storm drainage easements are hereby granted and reserved across certain Lots, as more particularly identified below and as shown on the Plat, for the benefit of the identified Lots. The Owners of benefited Lots shall be responsible for the operation, maintenance, repair and reconstruction costs for that portion of the storm drainage facilities located within the storm drainage easements which are beneficially used by

them; provided, however, no Owner shall be responsible for the operation, maintenance, repair and reconstruction of that portion of the storm drainage facilities located within the storm drainage easements which do not benefit the Owner and which are located upstream from that Owner. The Owners of the benefited Lots, their agents and employees, shall have the right to enter onto the easement areas to maintain, repair, clean or reconstruct the storm drainage facilities. Any dispute between the Lot Owners with respect to the use or allocation of the costs of maintenance, repair and replacement of the storm drainage easements shall be submitted to the Board, whose decision shall be binding upon the Lot Owners. Any Lot Owner may submit any such dispute to the Board if the Lot Owners have unsuccessfully attempted to resolve their differences for a period of at least 20 days.

Lots 1 and 2. Easements across and within Lots 1 and 2, for the benefit of Lots 1 and 2

Lots 8 through 12. Easements across and within Lots 8 through 12, for the benefit of Lots 3 through 7

Lots 18 and 21. Easements across and within Lots 18 and 21, for the benefit of Lots 18 and 21.

(m) Private Drainage Easement Covenant. The owners of private property within the Plat encumbered with drainage easements shown on the Plat as "private" hereby grant and convey to the City of Sammamish the right, but not the obligation, to convey or store storm and surface water per the engineering plans approved for the Plat by the City of Sammamish, together with the right of reasonable access (ingress and egress) to enter said drainage easement for the purpose of observing that the owners are properly operating and maintaining the drainage facilities contained therein. The owners of said private property are responsible for operating, maintaining and repairing the drainage facilities contained within said drainage easement, and are hereby required to obtain any required permits from the City of Sammamish prior to filling, piping, cutting or removing vegetation (except for routine landscape maintenance such as lawn mowing) in open vegetated drainage facilities (such as swales, channels, ditches, ponds, etc.), or performing any alterations or modifications to the drainage facilities, contained within said drainage easement.

(iv) Except for lots designated for infiltration systems, all building downspouts, footing drains, and drains from all impervious surfaces such as patios and driveways shall be connected to the permanent storm drain outlet as shown on the approved construction drawings on file with the City of Sammamish. This plan shall be submitted with the application of any building permit. All connections of the drains must be constructed and approved prior to the final building inspection approval. For those Lots that are designated for individual lot infiltration systems, the systems shall be constructed at the time of the building permit and shall comply with plans on file. Two drainage variances were approved in connection with this Plat L98V0109 (King County) was approved for Beaver Lakes Estates II, and L99V0008 (King County) was approved for both Beaver Lake Estates II and Trossachs Division 9. All conditions of approval

for these two variances, as they pertain to Beaver Lake Estates II, shall be met and reflected on all engineering plans for the Lots

2.5.3 Drainage Easement Restrictions All drainage easements described in Section 2.5.1 and 2.5.2 above or otherwise depicted on the Plat are subject to the following restrictions. Structures, fill or obstructions (including but not limited to decks, patios, outbuildings, or overhangs) shall not be permitted beyond the building set back line or within drainage easements; additionally, grading and construction of fencing shall not be allowed within the drainage easements shown on the Plat unless otherwise approved by the City of Sammamish.

Section 2.6 Easements for Utilities Declarant hereby creates and reserves an easement under and upon Tracts W, X, the exterior 10 feet parallel with and adjoining Tracts W and X, and the exterior 10 feet parallel with and adjoining the street frontage of all Lots and Tracts, for the benefit of the regional telephone provider, regional cable television provider, Puget Sound Energy, Sammamish Plateau Water and Sewer District and the City of Sammamish, and their respective successors and assigns, and such other similar utility and drainage users as may be authorized by the Board, in which to install, lay, construct, renew, operate and maintain water system facilities, sewer system facilities, road and sidewalk improvements, storm sewer facilities, underground conduits, mains, cables and wires with necessary facilities and other equipment for the purpose of serving the Plat and other property with electric, telephone, TV, gas, water, sewer and other utility service, together with the right to enter upon the Lots at all times for the purposes stated. The Board, with the consent of at least 51% of the voting power of the Association, shall be entitled to designate additional utilities that shall be entitled to utilize the easement area reserved in this Section 2.6. In addition to the beneficiaries stated above, the underlying property owners adjacent to said 10 foot strip shall have the right to enter said strip to perform maintenance, repair or replacement of sanitary sewer lines, water service lines, and roof/yard drain connections from which said property owners directly benefit, in the original "as constructed location." These easements entered upon for these purposes shall be restored as near as possible to their original condition by said entering entity. No lines or wires for the transmission of electric current or for telephone use or cable television shall be placed or permitted to be placed upon any Lot unless the same be underground or in conduit attached to a Building

Section 2.7 Public Water and Sanitary Sewer Easements An easement is hereby reserved and granted to the Sammamish Plateau Water and Sewer District over, under, through and upon Tracts C, N, R, W, X, and Lots 18 and 19, and the easements shown on the Plat described as "Sanitary Sewer Easement" or "Water Easement," as applicable, for access, ingress and egress and to install, lay, construct, maintain, inspect, repair, remove, replace, renew, use and operate sanitary sewer mains and water mains and appurtenances for the Plat and other property, together with the right to enter upon said easements at all times with all necessary maintenance and construction equipment for the purposes stated. No Structure shall be erected over, upon, or within, and no trees, bushes or other shrubbery shall be planted in the area or ground for which the easement in favor of Sammamish Plateau Water and Sewer District has been provided herein. Said easement shall be restored by the utility, as nearly as reasonably possible, to its condition prior to any material

disturbance from construction, operation, maintenance, repair, or replacement of water and sewer facilities. For said easements across the entirety of Tracts W and X (private access and joint use driveway), the Sammamish Plateau Water and Sewer District shall not be responsible for any cost of pavement replacement or repair necessitated by damage incurred through the normal operation or maintenance of the water and/or sewer facilities, except that in the event that the surfacing is removed by the Sammamish Plateau Water and Sewer District for any underground construction, underground repair or replacement of the water and/or sewer lines, the surfacing shall be restored as nearly as reasonably possible to its condition prior to replacement of the water and/or sewer lines

Section 2.8 Landscape Tract I is hereby dedicated and conveyed to the Association as a landscape buffer tract. The Association shall be responsible for the maintenance of Tract I.

Section 2.9 Landscape/Entry Monuments. Tracts C and D are hereby dedicated and conveyed to the Association as landscape/entry monument tracts. The Association shall be responsible for the maintenance of Tracts C and D.

Section 2.10 Access

2.10.1 Site Distance Tract. Tract Q is hereby dedicated and conveyed to the City of Sammamish as a sight distance tract for right-of-way purposes.

2.10.2 Tract X. Lots 13 and 14 are each hereby granted and conveyed an equal and undivided ownership interest in Tract X (subject to, without any limitation, the water, sewer, utility and trail easements set forth in the Plat and this Declaration), for purposes of ingress, egress and utilities, and an equal and undivided responsibility for the maintenance of Tract X. The Owners of Lots 13 and 14 shall share equally in the costs of maintaining and repairing Tract X. However, if damage or destruction to Tract X arises from the actions or negligence of a particular Lot Owner or their guests, agents or invitees, it shall be the sole responsibility and cost of said Lot Owner to repair the damage or destruction, in timely manner, upon written request of the other Lot Owner. Any dispute between the Lot Owners with respect to allocation of the costs of maintenance, repair and replacement work of Tract X or the use thereof shall be submitted to the Board, whose decision shall be binding upon the Lot Owners. Any Lot Owner may submit any such dispute to the Board if the Lot Owners have unsuccessfully attempted to resolve their differences for a period of at least 20 days. No Lot Owner using Tract X shall obstruct or interfere with the use of Tract X by the other Lot Owner, their guests, agents or invitees.

2.10.3 Tract W. Lots 20, 21 and 22 are each hereby granted and conveyed an equal and undivided ownership interest in Tract W (subject to, without any limitation, the water, sewer, utility and trail easements set forth in the Plat and this Declaration), for purposes of ingress, egress and utilities, and an equal and undivided responsibility for the maintenance of Tract W. The Owners of Lots 20, 21 and 22 shall share equally in the costs of maintaining and repairing Tract W. However, if damage or destruction to Tract W arises from the actions or negligence of a particular Lot Owner or their guests, agents or invitees, it shall be the sole responsibility and cost of said Lot

Owner to repair the damage or destruction, in timely manner, upon written request of the other Lot Owner. Any dispute between the Lot Owners with respect to allocation of the costs of maintenance, repair and replacement work of Tract W or the use thereof shall be submitted to the Board, whose decision shall be binding upon the Lot Owners. Any Lot Owner may submit any such dispute to the Board if the Lot Owners have unsuccessfully attempted to resolve their differences for a period of at least 20 days. No Lot Owner using Tract W shall obstruct or interfere with the use of Tract W by the other Lot Owner, their guests, agents or invitees.

Section 2.11 Conditions for Grant of Easements All easements granted in Sections 2.5 through 2.10 and Section 2.15 are subject to the agreement of grantees to compensate grantor (or grantor's successors and assigns) for any damage to the affected property caused by the exercise of grantee's easement rights, to use reasonable care in carrying out any construction or repair in the easement areas and to restore such areas, to the extent reasonably practicable, to the condition they were immediately prior to such work; and to indemnify and hold harmless grantor (and grantor's successors and assigns) from any and all claims for injuries and/or damages suffered by any person caused by grantee's exercise of the rights therein granted. All work performed within an easement shall be conducted in a workmanlike manner, free and clear of liens.

Section 2.12 Climbing Apparatus or Play Equipment in Common Areas Nothing in this Article II shall be construed to prohibit the installation or construction by Declarant or the Board of climbing apparatus or play equipment within the Common Areas.

Section 2.13 Private Ownership Tracts

2.13.1 Sensitive Area Tracts Tracts F and L are hereby reserved as sensitive area tracts/sensitive areas and buffers ("Sensitive Tracts") and are owned by the Declarant as of the date of this Declaration. The owners of the Sensitive Tracts shall maintain such tracts for the benefit of the public, including the (a) preservation of native vegetation for all purposes that benefit the public health, safety and welfare, (b) control of surface water and erosion; (c) maintenance of slope stability (d) protection of plant and animal habitat, (e) leaving undisturbed all trees and other vegetation within such tracts. The vegetation within the Sensitive Tracts shall not be cut, pruned, covered by fill, removed or damaged without approval in writing from the City of Sammamish or its successor agency, unless otherwise provided by law. The common boundary between the Sensitive Tracts and the area of any development activity shall be marked or otherwise flagged to the satisfaction of the City of Sammamish prior to any clearing, grading, building construction or other development activity on a Lot subject to the requirements of this Section 2.13.2. The required marking or flagging shall remain in place until all development proposal activities in the vicinity of the Sensitive Tract are completed. No building foundations are allowed beyond the required 15-foot building setback line, unless otherwise provided by law.

2.13.2 Reserve Area The Reserve Area has been reserved for future development by Declarant or its successors and assigns. Tract Y is privately owned and may be adjusted upon development of the Reserve Area.

Section 2.14 Street Trees and Planter Islands Street trees within the Plat shall be owned and maintained, by the Association until such time as the City of Sammamish adopts a street tree maintenance program that elects for ownership or maintenance by another party (e.g., the City of Sammamish). Planter islands within road rights of way shall be maintained by the Association.

Section 2.15 Trail Easements A trail easement benefiting the Association over and across said tracts W and X, for access to/from the abutting recreation tracts.

Section 2.16 Encumbrances of Record. Without limiting other encumbrances against the title to the Plat, the Plat is subject to the following (i) an easement within and 10 feet adjacent to street and road right-of-way in favor of Puget Power as set forth in the documents recorded under King County Recording No. 9312142164, (ii) reservation of mineral rights as set forth in the documents recorded under King County Recording No. 3928082, and (iii) terms and conditions and connection charges as set forth in documents recorded under King County Recording Nos 9307301617, 9811051363 and 9901150609.

Section 2.17 Open Space Tract. Tract E is hereby dedicated and conveyed to the Association as an open space tract. The Association shall be responsible for maintaining Tract E as an open space tract for the benefit of the Lots.

Section 2.18 Recreational Tracts. Tracts J, M, O, P and R are hereby dedicated and conveyed to the Association as recreational tracts. The Association shall be responsible for maintaining these tracts as recreational areas for the benefit of the Lots.

Section 2.19 General Terms Regarding Easements and Fee Transfers. Unless otherwise specifically set forth on the face of the Plat or in this Declaration, (a) all easements granted under the Plat or this Declaration are nonexclusive easements and (b) all fee transfers and easements are made without any warranties or representations whatsoever made by grantor to grantee, including without limitation, any warranties or representations regarding encumbrances or liens.

ARTICLE 3. CONSTRUCTION ON LOTS AND USE OF LOTS

Section 3.1 Uniformity of Use and Appearance One of the purposes of this Declaration is to assure within the Property a uniformity of use and quality of workmanship, materials, design, maintenance and location of Structures with respect to topography and finish grade elevation. It is in the best interests of each Owner that such uniformity of use be maintained as hereinafter provided. Notwithstanding anything herein set forth, the Construction of any Structure shall comply with the more restrictive of either (i) the terms and conditions of this Declaration or (ii) the laws, codes, ordinances and regulations of any governmental entity having jurisdiction.

Section 3.2 Submission and Approval of Plans

3 2 1 Construction.

(i) No Structure shall be Constructed or caused to be Constructed on any Lot unless the Plans for the Structure have been approved in writing by the Board in its capacity as the Architectural Control Committee. The Declarant is the only exception to this process for construction and shall not be governed by or held to these terms. The Board's approval of any Plans shall not constitute any warranty or representation whatsoever by the Board or any of its members that such Plans were examined or approved for engineering or structural integrity or sufficiency or compliance with applicable governmental laws, codes, ordinances and regulations, and each Owner hereby releases any and all claims or possible claims against the Board or any of them, and their heirs, successors and assigns, or of any nature whatsoever, based upon engineering or structural integrity or sufficiency or compliance with applicable governmental laws, codes, ordinances and regulations.

3 2 2 Submission At least 45 days before commencing Construction of any Structure on any Lot, the Owner shall submit to the Board two complete sets of detailed building, construction, surface water run-off control and specifications and a site plan showing the location of all proposed Structures (the plans, specifications and site plans are individually and collectively referred to herein as the "Plans")

3 2 3 Approval. The Board may withhold its approval by reason of its reasonable dissatisfaction with the location of the Structure on the Lot, color scheme, finish, architecture, height, impact on view from another Lot or Lots, appropriateness of the proposed Structure or materials used therein. The Board's approval or disapproval of Plans shall be made within 45 days of submission of a complete set of plans, shall be in writing, and approval shall be evidenced by written endorsement on such Plans, one copy of which shall be delivered to the owner of the Lot upon which the Structure is to be Constructed. Except for violation of those restrictions specifically set forth in Sections 3 3 through 3.5, if the Board has not provided a Lot Owner with written notice of objections to any construction within six (6) months after its completion, Board approval shall not be required and the related Covenants shall be deemed to have been fully complied with. After delivering its notice of objections to a Lot Owner, the Board shall be entitled to take whatever action the Board deems reasonably appropriate to enforce the provisions of the Declaration, including, without limitation, commencing an action against the Lot Owner.

Section 3 3 Size and Height

3 3.1 Floor Area The floor area of the main house Structure, exclusive of open porches and garages shall be not less than 2400 square feet for a dwelling containing two levels.

3 3.2 Lot Size 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 of this Plat shall be less than the area required for the use district in which the Lot is located.

3.3.3 Local Codes. All buildings or Structures shall be constructed in accordance with the King County and other applicable Codes. In the event of a conflict between any applicable codes and this Declaration, the codes shall govern.

Section 3.4 Appearance

Unless otherwise approved by the Board, the following design/construction requirements shall apply:

3.4.1 Roofing. The roof shall be either Shake or Architectural Composition with a 30 year life. Color: weathered wood or similar.

3.4.2 Siding. All siding materials shall be of masonry (including stucco, dryvit, cultured stone, brick, stone, or similar material), and/or wood or wood type siding material. All paints or natural finishes shall be those colors commonly known as earth tones.

3.4.3 Entry Walks, Porches and Decks. All front entry walks shall be concrete paving, and all decks and wood porches shall be constructed of cedar or pressure-treated materials.

3.4.4 Driveways. All driveways shall be constructed of concrete paving.

Section 3.5 Use Restrictions

3.5.1 Residential Use. The Lots shall be used only for single family residential purposes, and only one single family residence (and such accessory structures as are approved pursuant to this Article 3) shall be constructed on each Lot. Temporary "model homes" and real estate sales offices established for the purpose of marketing the Plat shall be considered a residential use until houses have been built and sold on all Lots. No Lot or portion of a Lot shall be divided and sold or resold, or ownership changed or transferred whereby the ownership of any portion of this Plat shall be less than the area required for the use district in which it is located.

3.5.2 Maintenance of Buildings and Lots. Each Owner shall, at the Owner's sole expense, keep the interior and exterior of the Structure on the Owner's Lot, as well as the Lot, in a clean and sanitary condition, free of rodents and pests, and in good order, condition and repair and shall do all redecorating, painting, landscaping, and maintenance at any time necessary to maintain the appearance and condition of the Structure and the Lot. Each Owner shall at all times keep the front yard landscaping well maintained, including weed removal, mowing, fertilizing and watering (subject to governmental restrictions on watering.) If an Owner fails to so maintain the front yard, and fails to cure the defect within thirty (30) days after notice from the Board, then the Board may, by resolution adopted by seventy-five percent (75%) of the total Board membership,

engage a commercial landscape company to do necessary maintenance and may separately assess such maintenance as a charge against the Lot

3.5.3 Completion of Construction Any Structure erected or placed on any Lot shall be completed as to external appearance within eight months from the date Construction is started, however, with good cause shown, the Board may extend this term. All front landscaping must be completed within one month from the date of issuance of the certificate of occupancy, all side and rear landscaping must be completed within six (6) months of issuance of certificate of occupancy, however, with good cause shown, the Board may extend this term. All Lots shall be maintained in a neat and orderly condition during Construction

3.5.4 Parking No commercial-type trucks, campers, trailers, motorhomes, boats or motorcycles shall be parked or permitted to remain on any Lot, unless the same is stored or placed in a garage, in a rear yard area screened from adjoining lots, or in a screened carport. No such vehicles shall be parked overnight on any street adjoining any Lot, provided that such vehicles belonging to guests may occasionally be so parked. No motor vehicles, inoperative for reasons of mechanical failure, shall be parked and/or stored on any Lot or in the street right-of-way for more than 72 hours

3.5.5 Signs. No sign of any kind shall be displayed to the public view on or from any Lot without the prior written consent of the Board, except for "For Rent" or "For Sale" signs in a form not prohibited by any rules and regulations of the Board. This Section shall not apply to the Declarant or any Participating Builder.

3.5.6 Animals. No horses, livestock, poultry, reptiles, pigs or other non-domestic animals shall be kept on any lot. All animal enclosures must be kept in a clean, neat and odor-free condition at all times. Notwithstanding anything set forth herein all Owners shall comply with all applicable governmental laws, codes, ordinances, and relations pertaining to animals.

3.5.7 Temporary Structures No Structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be installed, placed or used on any Lot as a residence, either temporarily or permanently.

3.5.8 Clothes Lines No washing, rugs, clothing, apparel or any other article shall be hung from the exterior of any Structure or on a Lot so as to be visible from the streets and roadways adjoining the Lots.

3.5.9 Radio and Television Aerials and Satellite Dishes. No television or radio aerial shall be erected or placed on any Lot. No rotary beams, separate towers or other similar devices shall be constructed on any Lot without the written approval of the Board. All aerial and satellite dish installations must receive prior written approval from the Board

3.5.10 Trash Containers and Debris. All trash shall be placed in sanitary containers either banded or screened so as not to be visible from adjoining Structures or streets or roadways. No Lot or any portion thereof shall be used as a dumping ground for trash or rubbish of any kind. Yard rakings, dirt and debris resulting from landscaping work or Construction shall not be dumped onto adjoining lots or streets or roadways. Compost piles may be kept upon the Lots provided they are kept in a clean, neat, odorless and sanitary condition.

3.5.11 Offensive Activity. Unless otherwise approved by the Board, no trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind, including day schools, nurseries, or church schools (except in-home day care for not more than four children, provided that there shall be no external signage of such activity), shall be conducted or permitted on any Lot, nor shall goods, equipment, vehicles or materials used in connection therewith, be kept, parked, stored, dismantled or repaired outside of any Lot or any street within the Property. No noxious activity, including but not limited to the creation of excess levels of noise, shall be carried on in any Lot, nor shall anything be done therein which may be or become an annoyance or nuisance to other Owners or tenants.

3.5.12 Underground Utilities. No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunications purposes nor any pole, tower or other structure supporting said outdoor overhead wires shall be erected, placed or maintained within the Property. All Owners shall use underground service wires to connect any Structure to electric or telephone utility facilities.

3.5.13 Water Supply/Sewage Disposal. No individual water supply system or individual sewage system shall be permitted on any Lot.

3.5.14 Damage. Any damage to streets, Plat improvements, entry structure, fences, landscaping, mailboxes, lights and lighting standards by Lot Owners, their children, contractors, agents, visitors, friends, relatives or service personnel shall be repaired and restored to like new condition by such Owner within twelve (12) days from the occurrence of such damage.

3.5.15 Window Coverings. Curtains, drapes, blinds or valances shall be installed on all windows within ninety (90) days of occupancy. No newspapers, bed sheets or other makeshift window coverings shall be visible from the exterior of the Structure.

3.5.16 Wood Piles. No wood piles shall be located within the front yard setback or otherwise in a location visible from the street.

3.5.17 Fences. All fences shall conform to the fence detail shown on Exhibit B unless otherwise authorized by the Board. Unless otherwise authorized by the Board, no fence, wall hedge or mass planting over three feet in height, other than foundation planting, shall be permitted to extend nearer to any street than the minimum setback line; however, nothing shall prevent erection of a necessary retaining wall, the top of which does not extend more than two feet

above the finished grade at the back of said retaining wall (Lot 12, see Section 2.5.1 (n) in addition to this paragraph.)

3.5.18 Climbing Apparatus or Play Equipment No climbing apparatus or play equipment shall be constructed or caused to be constructed on any Lot unless the Plans for such Structure have been approved in writing by the Board in its capacity as the Architectural Control Committee in accordance with the provisions of Article III of this Declaration.

Section 3.6 Access Restrictions There shall be no direct vehicular or driveway access to or from E. Beaver Lake Drive S.E., Beaver Lake Way S.E. or S.E. Belvedere Way from those Lots or tracts that abut said roadways unless approved by the City of Sammamish.

ARTICLE 4. HOMEOWNERS ASSOCIATION.

Section 4.1 Form of Association The Owners of Lots within the Property shall constitute the members of The Beaver Lake Estates Division II Homeowners Association, a Washington nonprofit corporation to be formed by Declarant. The rights and duties of the members and of the Association shall continue to be governed by the provisions of this Declaration, and the Association's Articles of Incorporation and Bylaws.

Section 4.2 Board of Directors The affairs of the Association shall be governed by a Board of Directors (the "Board"). The initial Board shall be as described in the Articles of Incorporation of The Beaver Lake Estates Division II Homeowners Association and shall serve until the Transition Date. Except, however, so long as Declarant owns any Lot within the Plat, the initial Board shall continue to function in its capacity as the Architectural Control Committee, as more particularly set forth in Article 3. At such time as the last Lot owned by Declarant is sold to a retail purchaser, the duties of the Board set forth in Article 3, in its capacity as the Architectural Control Committee, shall be assumed by the Board elected to serve after the Transition Date. After the Transition Date, the Board shall consist of such numbers of members as provided for in the Articles of Incorporation and Bylaws of the Association. Subject to any specific requirements hereof, the Board shall have authority to establish operating rules and procedures. In the event of death or resignation of any member or members of the Board, the remaining member or members, if any, shall have full authority to appoint a successor member or members. Members of the Board shall not be entitled to any compensation for services performed as Directors pursuant to this Declaration. Upon the Transition Date and without further action by any person or persons, (i) the term of the initial Directors or their successors shall end, and (ii) the initial Directors and their then successors shall be released from any and all liability whatsoever for claims arising out of or in connection with this Declaration, excepting only claims arising prior to the Transition Date.

Section 4.3 Qualification for Membership Each owner of all or a portion of the fee interest in a Lot (including Declarant) shall be a member of the Association. Ownership of a Lot shall be the sole qualification for membership in the Association. Membership shall be appurtenant to and may not be separate from Ownership of any Lot, and shall not be assigned, transferred,

pledged, hypothecated, conveyed or alienated in any way except upon the transfer of title to the Lot and then only to the transferee of title to the Lot. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association to the persons constituting the new Owners.

Section 4.4 Voting Rights. The Association shall have two (2) 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 (1) vote for each Lot owned; provided, that if a Lot has been sold on contract, the contract purchaser shall exercise the rights of an Owner. Except with respect to contract purchasers, when more than one person holds an interest in any Lot, all such persons shall be members.

Class B Class B members shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership effective on the Transition Date.

Section 4.5 Voting If a Lot is owned by more than one person and only one of them is present or represented at a meeting, the one who is present or represented will represent the Owner. The vote for a Lot must be cast as a single vote, and fractional votes shall not be allowed. If joint owners are unable to agree among themselves how their vote shall be cast, they shall lose their right to vote on the matter in question. An Owner may, by written notice to the Board, designate a voting representative for the Lot. The designated voting representative need not be an Owner. The designation may be revoked at any time by written notice to the Board from a Person having an ownership interest in a Lot, or by actual notice to the Board of the death or judicially declared incompetence of any Person with an ownership interest in the Lot, except in cases in which the Person designated is a Mortgagee of the Lot. This power of designation and revocation may be exercised by the guardian of an Owner, the attorney-in-fact for the Owner under a durable power of attorney, and the administrator or executor of an Owner's estate. If no designation has been made, or if a designation has been revoked and no new designation has been made, the voting representative of each Lot shall be the group composed of all of its Owners. Unless otherwise expressly provided in this Declaration, a quorum is present throughout any meeting of the Association if the Owners to which thirty-four percent (34%) of the votes of the Association are allocated are present in person or by proxy at the beginning of the meeting.

Section 4.6 Pledged Votes An Owner may, but shall not be obligated to, pledge his vote on all issues or on certain specific issues to a Mortgagee, provided, however, that if an Owner is in default under a Mortgage on his Lot for 90 consecutive days or more, the Owner's Mortgagee shall automatically be authorized to declare at any time thereafter that the Owner has pledged his vote to the Mortgagee on all issues arising after such declaration and during the continuance of the default. If the Board has been notified of any such pledge to a Mortgagee, only the vote of the Mortgagee will be recognized on the issues that are subject to the pledge.

Section 4.7 Annual and Special Meetings Within one year following recording of the final plat, on a date selected by the Board, there shall be a meeting of the members of the Association and thereafter there shall be an annual meeting of the members of the Association in the first quarter of each fiscal year at such reasonable place and time as may be designated by written notice from the Board delivered to the Owners no less than 30 days before the meeting. Until the Transition Date, the initial Board appointed by the Declarant shall govern the Board and the Association. At the first meeting after the Transition Date, and at each annual meeting thereafter, the Owners shall elect by majority vote individuals to serve as Directors until a successor is elected at the next annual meeting. Each Lot shall be entitled to one vote for each Director and the voting for Directors shall be non-cumulative. The financial statement for the preceding fiscal year (if any) and the budget the Board has adopted for the pending fiscal year shall be presented at the annual meeting for ratification by the members, as more specifically provided in Section 7.1. Special meetings of the members of the Association may be called at any time upon not less than 14 days prior written notice to all Owners, for the purpose of considering matters which require the approval of all or some of the Owners, or for any other reasonable purpose. Any First Mortgagee of a Lot may attend or designate a representative to attend the meetings of the Association.

Section 4.8 Books and Records The Board shall cause to be kept complete, detailed, and accurate books and records of the receipts and expenditures (if any) of the Association, in a form that complies with generally accepted accounting principles. The books and records, authorizations for payment of expenditures, and all contracts, documents, papers, and other records of the Association shall be available for examination by the Lot Owners, Mortgagees, and the agents or attorneys of either of them, during normal business hours and at any other reasonable time or times.

Section 4.9 Transition Date The "Transition Date" shall be the date control of the Board passes from the initial Board to the Association. Prior to the Transition Date, Declarant shall be entitled to exercise all rights and powers of the Board and the Association. At Declarant's option, the Transition Date will be either (i) the date designated by Declarant in a written notice to the Owners, which date may be by Declarant's election any date after this Declaration has been recorded, or (ii) the 120th day after Declarant has transferred to retail purchasers title to all Lots in the Property. For purposes of the foregoing clause (ii) transfer of title to a Lot by Declarant to any Participating Builder shall be disregarded and title to any Lot owned by Participating Builder shall not be deemed transferred for purposes of determining the Transition Date until the Lot is further transferred by Participating Builder to a purchaser who is not either a Participating Builder or Declarant.

ARTICLE 5. NOTICES FOR ALL PURPOSES.

All notices given under the provisions of this Declaration or rules or regulations of the Association shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, the notice shall be deemed to have been delivered on the third day of regular mail.

delivery after a copy has been deposited in the United States mail, first class, postage prepaid, addressed to the Person entitled to such notice at the most recent address known to the Board. Mailing addresses may be changed by notice in writing to the Board. Notices to the Board may be given to any Director or mailed to the following address:

Board of Directors c/o Mike Miller
 Beaver Lake Estates II Homeowners Association
 14410 Bel-Red Road, Suite 200
 Bellevue, WA 98007

The Board's address may be changed from time to time by the execution and recording of an instrument in the real property Records of King County, Washington which (i) refers to this Declaration and this Article V and (ii) sets forth the Board's new address.

ARTICLE 6. AUTHORITY OF THE BOARD

Section 6.1 Adoption of Rules and Regulations. The Board is empowered to adopt, amend, and revoke on behalf of the Association detailed administrative rules and regulations necessary or convenient from time to time to insure compliance with the general guidelines of this Declaration to promote the comfortable use and enjoyment of the Property and to govern the operation and procedures of the Association. The rules and resolutions may, without limitation, authorize voting by proxy or mail, or both, on Association matters. The rules and regulations of the Association shall be binding upon all Owners and occupants and all other Persons claiming any interest in the Property.

Section 6.2 Enforcement of Declaration, Etc. The Board shall have the power to enforce the provisions of this Declaration, and the rules and regulations of the Association for the benefit of the Association. The failure of any Owner to comply with the provisions of this Declaration, or the rules and regulations of the Association will give rise to a cause of action in the Association (acting through the Board) and any aggrieved Lot Owner for recovery of damages, or injunctive relief, or both. If a legal action is brought to interpret or enforce compliance with the provisions of this Declaration, or the rules or regulations of the Association, the prevailing party shall be entitled to judgment against the other party for its reasonable expenses, court costs, and attorneys' fees in the amount awarded by the Court.

Section 6.3 Goods and Services. The Board shall acquire and pay for as common expenses of the Association all goods and services reasonably necessary or convenient for the efficient and orderly functioning of the Association and maintenance of all portions of the Common Areas not maintained by public utility companies or a governmental entity and of any planter islands and other landscaping, including street trees, within the public streets inside the Plat. The goods and services shall include (by way of illustration and not limitation) irrigation systems for landscaping maintenance, utility services for the Common Areas, policies of insurance; and

maintenance, repair, landscaping, gardening and general upkeep of the Common Areas. The Board may hire such employees as it considers necessary.

Section 6.4 Protection of Common Areas The Board may spend such funds and take such action as it may from time to time deem necessary to preserve the Common Areas, settle claims, or otherwise act in what it considers to be the best interests of the Association.

ARTICLE 7 BUDGET AND ASSESSMENT FOR COMMON EXPENSES.

Section 7.1 Fiscal Year; Preparation of Budget The Board may adopt such fiscal year for the Association as it deems to be convenient. Unless another year is adopted, the fiscal year will be the calendar year. As soon as the Board in its discretion deems advisable after formation of the Association, and prior to the expiration of each fiscal year thereafter, the Board shall establish a budget for the Association, which shall include, without limitation, the costs of maintaining the Common Area during the ensuing fiscal year, and shall mail a summary of the budget to all of the Owners. Within thirty days after adoption by the Board, the Board shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen nor more than sixty days after mailing of the summary. Unless at that meeting the Owners of a majority of the votes in the Association are allocated or any larger percentage specified in the Articles or Bylaws reject the budget, in person or by proxy, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board. The Board shall then assess each Lot within the Property with its pro rata share, based upon the number of Lots then within the Property, of such estimated costs. The Board, at its election, may require the Lot Owners to pay the amount assessed in equal monthly or quarterly installments or in a lump sum annual installment. The Board shall notify each Lot Owner in writing at least ten days in advance of each assessment period of the amount of the assessment for said period, which notice shall be accompanied by a copy of the budget upon which the assessment is based. The assessments levied by the Board shall be used exclusively to promote the recreation, health, safety and welfare of the Lot Owners and for the improvement and maintenance of the Common Areas and provision of other goods and services described in Section 6.3, including without limitation the amount of all taxes and assessments levied against, and the cost of liability and other insurance on, the Common Areas; the cost of utilities and other services, and the cost of funding all reserves established by the Board, including, when appropriate, a general operating reserve and a reserve for replacements.

Section 7.2 Certificate of Unpaid Assessments Any failure by the Board or the Association to make the budget and assessments hereunder before the expiration of any fiscal year for the ensuing fiscal year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of the owners from the obligation to pay assessments during that or any subsequent year, and the assessment amount and payment method established for the preceding fiscal year (if any) shall continue until a new assessment is established. Upon the request of any Owner or Mortgagee or prospective Owner or prospective Mortgagee of a Lot, the

Board will furnish a statement of the amount, if any, of unpaid assessments charged to the Lot. The statement shall be conclusive upon the Board and the Association as to the amount of such indebtedness on the date of the statement in favor of all purchasers and Mortgagees of the Lot who rely on the statement in good faith. All assessments and other receipts received by the Association shall belong to the Association.

Section 7.3 Initial Contribution, Annual Assessments. Each Lot Owner, at the time of purchase of his/her lot, shall make a start-up contribution to the Association in the amount of Four Hundred Fifty Dollars (\$450) (which shall supplement annual assessments to reimburse Declarant for construction, landscaping, maintenance and operating expenditures of and for Common Areas during the house sales period). For purposes of this Section 7.3 only, "Lot Owner" shall include Participating Builders. The initial annual assessment (which is in addition to the start-up fee) shall be Four Hundred Dollars (\$400) per year and shall be prorated for any partial year at the time of purchase of the Lot. Notwithstanding the provisions set forth above, the Declarant shall not be liable for any fees or assessments assessed or due so long as Declarant owns any Lot within the Plat.

Section 7.4 Special Assessments, 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 the Improvements upon the Common Area or any other area owned or required to be maintained by the Association, provided that such assessment shall be approved by a majority of the members voting at a meeting duly called for such purpose, provided, however, that where the special assessment is a result of or arises from the imposition of governmental requirements, a court order or any other requirements outside the control of the Association or the Board, then approval of the members shall not be required prior to imposition of the special assessment.

ARTICLE 8. LIEN AND COLLECTION OF ASSESSMENTS.

Section 8.1 Assessments Are a Lien; Priority. All unpaid sums assessed by the Association for the share of the common expenses chargeable to any Lot and any sums specially assessed to any Lot under the authority of this Declaration shall constitute a lien on the Lot and all its appurtenances from the date the assessment becomes due and until fully paid. The lien for such unpaid assessments shall be subordinate to tax liens on the Lot in favor of any assessing unit and/or special district, and to all sums unpaid on all First Mortgages of record, but, to the extent permitted by applicable law, shall have priority over all other liens against the Lot. A First Mortgagee that obtains possession through a Mortgage foreclosure or deed of trust sale, or by taking a deed in lieu of foreclosure or sale, or a purchaser at a foreclosure sale, shall take the Lot free of any claims for the share of common expenses or assessments by the Association chargeable to the Lot which became due before such possession, but will be liable for the common expenses and assessments that accrue after the taking of possession. The Lot's past-due share of common expenses or assessments shall become new common expenses chargeable to all of the Lot owners, including the Mortgagee or foreclosure sale purchaser and their successors and assigns, in proportion to the

number of Lots owned by each of them. Notwithstanding any of the foregoing, however, the Owner and the real estate contract purchaser shall continue to be personally liable for past due assessments as provided in Section 8.3. For purposes of this Section, "Mortgage" does not include a real estate contract and "Mortgagee" does not include the vendor or the assignee or designee of a vendor of a real estate contract.

Section 8.2 Lien May Be Foreclosed The lien for delinquent assessments may be foreclosed by suit by the Board, acting on behalf of the Association, in like manner as the foreclosure of a mortgage of real property. The Board, acting on behalf of the Association, shall have the power to bid in the Lot at the foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same.

Section 8.3 Assessments are Personal Obligations In addition to constituting a lien on the Lot, all sums assessed by Association chargeable to any Lot together with interest, late charges, costs and attorneys' fees in the event of delinquency, shall be the joint and several personal obligations of the Owner and any contract purchaser of the Lot when the assessment is made and their grantees. Suit to recover personal judgment for any delinquent assessments shall be maintainable without foreclosing or waiving the liens securing them.

Section 8.4 Late Charges and Interest on Delinquent Assessments The Board may from time to time establish late charges and a rate of interest to be charged on assessments delinquent for a period of more than 10 days after the date when due. In the absence of another established, nonusurious rate, delinquent assessments shall bear interest at the rate of 12% per annum. If an installment on an assessment against a Lot is not paid when due, the Board may elect to declare the entire assessments against the Lot for the remainder of the fiscal year to be immediately due and payable.

Section 8.5 Remedies Cumulative The remedies provided herein are cumulative and the Board may pursue them, and any other remedies which may be available under law although not expressed herein, either concurrently or in any order.

Section 8.6 No Avoidance of Assessments No Owner may avoid or escape liability for assessments provided for herein by abandoning his or her Lot.

ARTICLE 9 FAILURE OF BOARD TO INSIST ON STRICT PERFORMANCE NO WAIVER

The failure of the Board in any instance to insist upon the strict compliance with this Declaration or rules and regulations of the Association, or to exercise any right contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of any term, covenant, condition, or restriction. The receipt by the Board of payment of any assessment from an Owner, with knowledge of any breach by the Owner, shall not be a waiver of the breach. No waiver by the Board of any requirement shall be effective unless expressed in writing and signed for the Board.

ARTICLE 10. LIMITATION OF LIABILITY

So long as a Director, or Association member, or Declarant, acting on behalf of the Board or the Association, has acted in good faith, without wilful or intentional misconduct, upon the basis of such actual information as is then possessed by such Person, then no such Person shall be personally liable to any Owner, or to any other Person, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of such Person, provided that this Article shall not apply to the extent the liability of such person for such act, omission, error, or negligence is covered by any insurance actually obtained by the Board.

ARTICLE 11 INDEMNIFICATION

Each Director, and Declarant shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which such person may be a party, or in which such person may become involved, by reason of holding or having held such position, or any settlement thereof, whether or not such person holds such position at the time such expenses or liabilities are incurred, except to the extent such expenses and liabilities are covered by insurance actually obtained by the Board and except in such cases wherein such Director or Declarant is adjudged guilty of willful misfeasance in the performance of his or her duties

ARTICLE 12. INSURANCE

At such times as the Board deems appropriate, the Board shall cause the Association to purchase and maintain as a common expense a policy or policies which the Board deems necessary or desirable to provide casualty insurance; comprehensive liability insurance, with such deductible provisions as the Board deems advisable, insurance, if available, for the protection of the Association's Directors, and representatives from personal liability in the management of the Association's affairs, and such other insurance as the Board deems advisable. The Board shall review the adequacy of the Association's insurance coverage at least annually

ARTICLE 13. DAMAGE AND REPAIR OF DAMAGE TO PROPERTY.

In the event of any casualty, loss or other damage to the Common Area for which the then current assessments by the Board are insufficient to repair, or restore or for which there are not insurance proceeds or insufficient insurance proceeds available to the Board for such restoration or repair, the Board may make a special assessment against each Lot within the Property for its pro rata share of the cost and expenses to repair and/or restore the Common Areas. The special assessment shall be payable, at the determination of the Board, in either monthly or quarterly installments or in a single lump sum amount. The Board shall notify each Lot Owner of any such special assessment not less than 20 days prior to the date such special assessment or the first installment thereon is due and payable, which notice shall be accompanied by a reasonably detailed

statement of the Board's estimated costs and expenses of repairing and/or restoring the Common Areas

ARTICLE 14 AMENDMENTS OF DECLARATION.

After the Transition Date, any Lot Owner may propose amendments to this Declaration to the Board. A majority of the members of the Board may cause a proposed amendment to be submitted to the members of the Association for their consideration. If an amendment is proposed by Owners of 20% or more of the Lots, then, irrespective of whether the Board concurs in the proposed amendment, it shall be submitted to the members of the Association for their consideration at their next regular or special meeting for which timely notice may be given. Notice of a meeting at which an amendment is to be considered shall include the text of the proposed amendment. Amendments may be adopted at a meeting of the Association or by written consent of the requisite number of Persons entitled to vote, after notice has been given to all Persons entitled to receive notice of a meeting of the Association. The unanimous consent of all Owners shall be required for adoption of an amendment changing the voting power or portion of assessments appurtenant to each Lot. All other amendments shall be adopted if approved by at least 67% of all Lot Owners. Once an amendment has been adopted by the Association, the amendment will become effective when a certificate of the amendment, executed by a member of the Board, has been recorded in the real property Records of King County, Washington.

ARTICLE 15 ANNEXATION AND SUBDIVISION

Residential property, including Common Areas, may be annexed or added to the Property by Declarant at any time prior to the Transition Date. Thereafter, residential property other than Common Areas may be annexed or added to the Property only with the consent of 67% of the Lot Owners. No Lot shall be subdivided or combined without the approval of all Lot Owners.

ARTICLE 16 DURATION.

The covenants, conditions, and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Owners, their respective legal representatives, heirs, successors, and assigns, for a period of 15 years from the date this Declaration is recorded, after which time the covenants, conditions and restrictions shall be automatically extended for successive periods of 10 years each unless an instrument signed by a majority of the then Owners has been recorded agreeing to terminate the covenants, conditions and restrictions.

ARTICLE 17. RESERVATION OF DECLARANT'S RIGHT TO AMEND.

Section 17.1 Amendment by Declarant. Declarant reserves the right to amend the Declaration as may be necessary to comply with Federal Home Loan Mortgage Corporation ("FHC") or Federal National Mortgage Association ("FNMA") or Federal Housing Administration

("FHA") regulations or requirements as necessary to enable the holders of first mortgages or deeds of trust to sell first mortgages or deeds of trust to FHLMC or FNMA or if such amendment is necessary to secure funds or financing provided by, through or in conjunction with FHLMC or FNMA or FHA or, if such amendment is necessary, in Declarant's sole opinion, for the efficient functioning of the Association, the Property, or the Plat

Section 17.2 Authorization to Amend If Declarant, at its option, determines that it is necessary so to amend the Declaration, then Declarant, on behalf of all Lot Owners in the Association, is hereby authorized to execute and to have recorded (or filed, in the case of the Articles) said required amendment or amendments. All Lot Owners hereby grant to Declarant a full and complete power of attorney to take any and all actions necessary to effectuate and record said amendment or amendments and agree that said amendment or amendments shall be binding upon their respective Lots and upon them and their heirs, personal representatives, successors and assigns to the same extent as if they had personally executed said amendment or amendments. All Lot Owners hereby acknowledge and agree that the power of attorney granted herein shall be deemed coupled with an interest and shall be irrevocable

Section 17.3 Duration Declarant's rights under this Article 17 shall exist until the last Lot owned by Declarant is sold to a retail purchaser

ARTICLE 18 SEVERABILITY

The provisions of this Declaration shall be independent and severable, and the unenforceability of any one provision shall not affect the enforceability of any other provision, if the remainder affects the common plan

ARTICLE 19 EFFECTIVE DATE


This Declaration shall be effective upon recording

ARTICLE 20 ASSIGNMENT BY DECLARANT

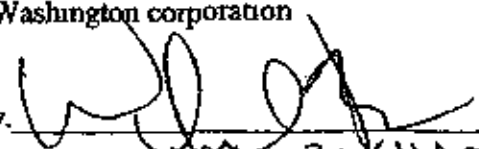
Declarant reserves the right to assign, transfer, sell, lease, or rent all or any portion of the Property and reserves the right to assign or delegate all or any of its rights, duties, and obligations created under this Declaration. Notwithstanding the foregoing, any successor to Declarant shall not, by virtue of such assignment, assume any liability for any physical improvements or work constructed or performed by the original or any intervening Declarant or for any improvements or work for which the original or intervening Declarant is obligated to construct or perform

DECLARANT.


Pacific Land Investment Corporation,
a Washington corporation

By: 
Michael Miller
(Printed Name)
Its. Authorized Agent

William E Buchan, Inc.,
a Washington corporation

By: 
W. E. BUCHAN
(Printed Name)
Its. PRESIDENT

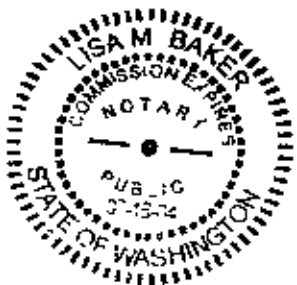
John F. Buchan Construction, Inc.,
a Washington corporation

By: 
D. E. THORNTON
(Printed Name)
Its. President

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this day personally appeared before me Michael Miller, to me known to be the ~~Authorized Agent~~ ~~President of Pacific Land Trust, Inc.~~, the corporation who executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument

GIVEN under my hand and official seal this 1st day of April, 2003.



Lisa M. Baker
(Signature)

Lisa M Baker
(Print Name)
Notary Public in and for the State of
Washington, residing at Issaquah
My commission expires 7-15-04

STATE OF WASHINGTON)
) ss
COUNTY OF King)

On this day personally appeared before me William C. Buchan, to me known to be the President of William E. Buchan, Inc., the corporation who executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument

GIVEN under my hand and official seal this 28th day of March, 2003



Gail Johnson
(Signature)

Gail Johnson
(Print Name)
Notary Public in and for the State of
Washington, residing at Medina
My commission expires 1-1-04

STATE OF WASHINGTON)
COUNTY OF King) ss

On this day personally appeared before me Dennis P. Therkenton known to be the President of Paul F. Buchan Corp Inc, the corporation who executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument

GIVEN under my hand and official seal this 4th day of April, 2003

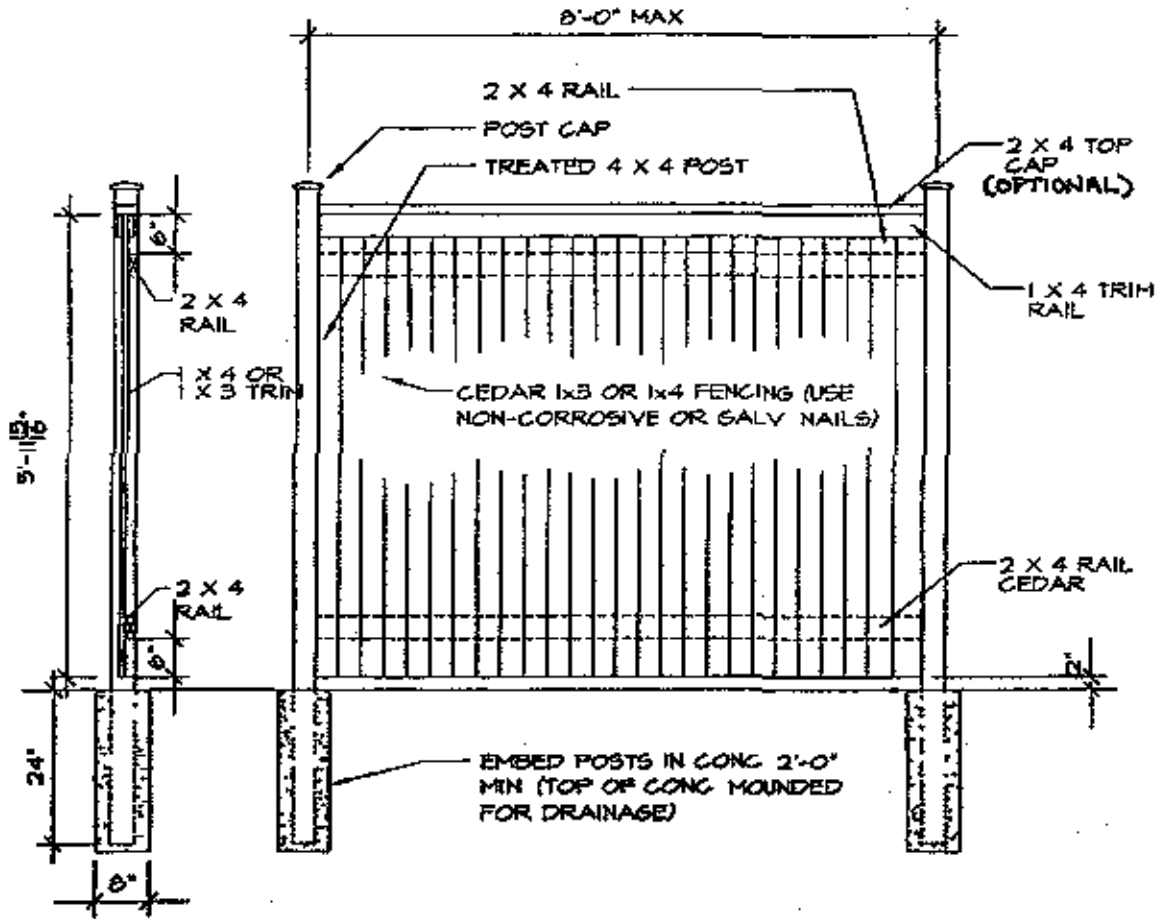


Heidi M. Meinert
(Signature)
Heidi M. Meinert
(Print Name)
Notary Public in and for the State of
Washington, residing at BelleVue
My commission expires 8/26/03

EXHIBIT "A"
LEGAL DESCRIPTION

Tracts H, J, K, L and M Beaver Lake Estates, according to the plat thereof, recorded in Volume 169 of Plats, pages 65 through 77, Records of King County, Washington

Exhibit B
(Fence Detail)



Fences shall not exceed six (6) feet in height and shall be unstained

Recorded at Request of and
After Recording Return to

Lisa Baker
Pacific Properties, Inc.
14410 Bel-Red Road
Bellevue, WA 98007



**FIRST AMENDMENT TO DECLARATION AND COVENANTS, CONDITIONS,
RESTRICTIONS, EASEMENTS AND RESERVATIONS FOR BEAVER LAKE ESTATES
DIVISION II**

Grantor: Pacific Land Investment Corp., William E. Buchan, Inc., John F. Buchan Construction, Inc.
Grantee: Beaver Lake Estates II Homeowners Association
Legal Description: Ptn of SW 1/4 of Section 1, T 24 N, R 6 E, W.M.
Tax Parcel Nos.: 062941-0360, 8691131-1220, 869134-0220
Related Instruments: 20030416000807

THIS FIRST AMENDMENT TO DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS FOR BEAVER LAKE ESTATES DIVISION II (the "First Amendment") is made by Pacific Land Investment Corp, a Washington corporation ("PLI"), William E. Buchan, Inc., a Washington corporation ("WEB") and John F. Buchan Construction, Inc., a Washington corporation ("JFB") (collectively, "Declarant") as of this 12th day of December, 2003.

RECITALS

CHICAGO TITLE INS CO
REF# W0301253-10

A. Declarant previously subjected certain property located in King County, Washington (the "Property") to the Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for the Beaver Lake Estates Division II (the "Original Declaration")

B The Original Declaration was recorded on April 16, 2003 under King County Recording No. 20030416000807.

C. The Declaration provides authority to the Declarant to amend the Declaration, which Declarant wishes to do.

NOW, THEREFORE, Declarant hereby amends the Declaration as provided in this First Amendment, as follows

1. Addition of Property Declarant hereby adds property to the Property, as authorized by the Declaration. The added property is legally described in Exhibit A and shall hereinafter be referred to as "The Beaver Lake Estates Division No III" or "Division No 3". The definition of "Property" contained in Section 1.1.15 of the Declaration is hereby amended to include The Beaver Lake Estates Division No 3

2. Plat The definition of "Plat" set forth in Section 1.1.14 of the Declaration is hereby amended to add The Beaver Lake Estates Division No 3. The Plat of Beaver Lake Estates Division No 3, is a replat of Tract Y of Beaver Lake Estates Division No. 2 and Tract JJ of the Plat of Trossachs Division II, according to the Plat thereof, recorded in Volume 182 of Plats, pages 27 through 35, inclusive, records of King County, Washington and Tract T of the Plat of Trossachs Division V, according to the Plat thereof, recorded in Volume 182 of Plats, pages 36 through 41, inclusive, records of King County, Washington. All references to "Tracts" in this First Amendment (except those references included in any legal description) shall mean the Tracts shown on the Plat of Beaver Lake Estates Division No. 3.

3. Common Areas; Conveyance to Association The definition of "Common Areas" set forth in Section 1.1.3 of the Original Declaration is hereby amended to add the following Tracts in Division No 3: Tracts H, T, S and Z. Tracts H and T are recreational tracts. Tract H is subject to a drainage easement as shown on the Plat of Division No. 3 in favor of the City of Sammamish with provisions and restrictions set forth in this First Amendment and/or on the face of the Plat of Division No 3. Tract S is hereby designated and restricted as a Sensitive Area Tract, subject to the restrictions more particularly described in Section 2.13.1 of the Original Declaration. Tract Z is a landscape tract. Declarant hereby grants and conveys the Common Areas to the Association, subject to the easements as are more particularly described above and subject to the provisions and restrictions set forth in this First Amendment and/or on the Plat of Division No 3. The Association shall be responsible for the maintenance of the Common Areas.

4. Conveyances to the City

4.1 Site Distance Tracts Declarant hereby grants and conveys Tracts A and B to the City of Sammamish as sight distance tracts for right of way purposes. Tract A is subject to a fifteen (15) foot sanitary sewer easement in favor of the Sammamish Plateau Water and Sewer District subject to the provisions and restrictions set forth in this First Amendment and/or on the face of the Plat of Division No 3. Tract B is subject to a water easement in favor of the Sammamish Plateau Water and Sewer District subject to provisions and restrictions set forth in this First Amendment and/or on the face of the Plat of Division No.3.

4.2 Storm Water Retention/Detention Tract Declarant hereby grants and conveys Tract G to the City of Sammamish as a Storm Water Retention/Detention Tract for storm water/drainage facilities purposes. Tract G is subject to a landscape easement in favor of the Association for the purpose of maintaining certain landscaping installed in Tract G. The landscape easement will be recorded on or about the date this First Amendment is recorded. Pursuant to the terms of the landscape easement, the owner of Tract G may require the Association to remove all or a portion the landscaping situated within such easement area at the sole cost of the Association.

5 Utility and Drainage Easements

5.1 General Declarant hereby reserves and creates other private storm drainage easements and utility easements more particularly identified below and/or as shown on the face of the Plat of Division No. 3, for the benefit of the identified Lots and Lot Owners. The Owners of benefited Lots (which, for purposes of this Declaration, shall include the benefited Lot Owners identified in Section 5.2.2 below and shall specifically include the Owners of the Lots burdened by the easements who also use the easement facilities for the benefit of their burdened Lots) shall share equally in the operation, maintenance, repair and replacement costs for the storm drainage facilities and other utilities located within the easements that are used in common. The Board may specially assess the benefited Lots for such purposes. Any disputes between Lot Owners benefited and burdened by a particular private drainage easement may be submitted to the Board by any affected Lot Owner, and the decision of the Board shall be binding upon all of the Lot Owners involved in the dispute. The Board shall provide reasonable advance notice to all affected Lot Owners of any hearings and shall provide each affected Lot Owner with an opportunity to present evidence at the hearing. The Board may adopt such specific procedures with respect to any such hearings and disputes as it deems reasonably necessary and appropriate to provide the affected Lot Owners with notice and the opportunity to be heard.

5.2 Drainage Easements

5.2.1 General Private Drainage Easement Provisions Declarant hereby reserves, creates and declares that all Lots and Tracts shall be subject to an easement 10 feet in width along all front property lines, 2.5 feet in width, parallel with and adjacent to all interior lot lines and 5 feet in width and adjacent to all rear lot lines for the purpose of private drainage. In the event the Lot lines are adjusted after the recording of the Plat, the easements shall move with the adjusted lot lines. Maintenance of all private drainage and utility easements within the Plat of Division No. 3 shall be the responsibility of the owners of all lots deriving benefit from said easement including the owner of the lot on which said easement(s) are located. No structures other than fences shall be constructed within these easements.

5.2.2 Specific Private Drainage Easements for Division No. 3 Lots and Tracts Declarant hereby reserves and creates, subject to the provisions and restrictions set forth in this First Amendment and/or on the face of the Plat of Division No. 3, specific other private drainage easements, as shown on the face of the Plat of Division No. 3, for the purpose of installing and maintaining private storm drainage facilities for the benefit of the identified lots, as more particularly described as follows:

Lot 25 is subject to a five (5) foot wide private drainage easement, as depicted on the face of the Plat, for the benefit of Lots 21 through 25, inclusive; and

Lots 32 through 41, inclusive, and Tracts T and Z are subject to a ten (10) foot wide private drainage easement, as depicted on the face of the Plat, for the benefit of Lots 32 through 41, inclusive, and Tracts T and Z.

5.2.3 Specific Private Drainage Easement That Benefits Lots Located Outside of Division No. 3. Declarant hereby grants and conveys a ten (10) foot wide private drainage easement adjacent to the rear lot or tract lines of Lots 32 through 41, inclusive, and Tracts T and Z (as such easement is depicted on the face of the Plat of Division No. 3), to benefit Lots 3 through 5, inclusive, of the Plat of Trossachs Division 5, Volume 182, Pages 36 through 41, and Lots 43 through 51, inclusive of the Plat of Trossachs Division 2, Volume 182, pages 27 through 35 (collectively, the "Trossachs Border Lots") The private drainage easement granted in this Section is for the operation, maintenance and repair of the drainage facilities located in such easement which serve the Trossachs Border Lots. Maintenance of the drainage facilities located in such easement that serve the Trossachs Border Lots is the responsibility of the Trossachs Homeowners Association, which is hereby granted an easement over the lots and tracts encumbered by such easement for such purposes.

5.2.4 Specific Public Drainage Easements. Lots 18 and 31 are subject to a public drainage easement in favor of the City of Sammamish subject to the provisions and restrictions set forth in this First Amendment and/or on the face of the Plat of Division No. 3. Lot 31 is also subject to a five (5) foot building setback restriction from such easement area.

5.2.5 Storm Drainage. Without limiting the applicability of other provisions of the Original Declaration and this First Amendment to the Plat of The Beaver Lake Division No. 3, Section 2.5.1 of the Declaration shall also apply to the public drainage easements set forth on the face of the Plat of The Beaver Lake Division No. 3 and Section 2.5.2 of the Declaration shall apply to the private drainage easements set forth on the face of the Plat of The Beaver Lake Division No. 3.

5.3 Easement for Utilities. Without limiting the applicability of other provisions of the Original Declaration and this First Amendment to the Plat of The Beaver Lake Division No. 3, Section 2.6 (Easements for Utilities) of the Declaration shall also apply to the easements set forth on the face of the Plat of The Beaver Lake Division No. 3 provided the easements granted for the Division No. 3 Plat shall be under and upon the exterior 10 feet of that portion of the Lots and Tracts that abut Tracts U and V together with the entire Tract U and Tract V, the exterior 10 feet of all Lots and Tracts (except Tract Z) parallel with and adjoining the frontage of East Beaver Lake Drive SE and all streets dedicated as part of the Plat of Division No. 3 and that portion of Lots 49 and 50 located within ten (10) feet of S.E. Belvedere Way.

5.4 Public Water and Sanitary Sewer Easements. Without limiting the applicability of other provisions of the Original Declaration and this First Amendment to the Plat of The Beaver Lake Division No. 3, Section 2.7 (Public Water and Sanitary Sewer Easements) of the Declaration shall also apply to the easements set forth on the face of the Plat of The Beaver Lake Division No. 3 provided the easements granted for the Division No. 3 Plat shall include the easements over, under, through and upon Tracts U and V. The following lots and tracts are also subject to public water and sanitary sewer easements, all of which easements are subject to the provisions and restrictions set forth in this First Amendment and/or on the Plat of Division No. 3: Lot 49 is subject to a water easement in favor of the Sammamish Plateau Water and Sewer District, Tract B is subject to a water easement in favor of the Sammamish Plateau Water and Sewer District, Lot 18 is subject to a sanitary sewer easement in favor of the Sammamish Plateau Water and Sewer

District, Tract A is subject to a sanitary sewer easement in favor of the Sammamish Plateau Water and Sewer District

7 Access Tracts

7.1 Tract U. Tract U is a Private Access Tract that provides ingress, egress and utilities to Lots 46 through 51, inclusive. Lots 46 through 51, inclusive, are hereby granted and conveyed an equal and undivided ownership interest in Tract U (subject to, without any limitation, the water, sewer and utility easements set forth in the Plat of Division No. 3 and this First Amendment), for purposes of ingress, egress and utilities, and an equal and undivided responsibility for the maintenance of Tract U. The Owners of Lots 46 through 51, inclusive, shall share equally in the costs of maintaining and repairing Tract U. However, if damage or destruction to Tract U arises from the actions or negligence of a particular Lot Owner or their guests, agents or invitees, it shall be the sole responsibility and cost of said Lot Owner to repair the damage or destruction, in timely manner, upon written request of the other Lot Owner. Any dispute between the Lot Owners with respect to allocation of the costs of maintenance, repair and replacement work of Tract U or the use thereof shall be submitted to the Board, whose decision shall be binding upon the Lot Owners. Any Lot Owner may submit any such dispute to the Board if the Lot Owners have unsuccessfully attempted to resolve their differences for a period of at least 20 days. No Lot Owner using Tract U shall obstruct or interfere with the use of Tract U by the other Lot Owner, their guests, agents or invitees.

7.2 Tract V. Tract V is a Private Access Tract that provides ingress, egress and utilities to Lots 14 through 17, inclusive. Lots 14 through 17, inclusive, are hereby granted and conveyed an equal and undivided ownership interest in Tract V (subject to, without any limitation, the water, sewer and utility easements set forth in the Plat of Division No. 3 and this First Amendment), for purposes of ingress, egress and utilities, and an equal and undivided responsibility for the maintenance of Tract V. The Owners of Lots 14 through 17, inclusive, shall share equally in the costs of maintaining and repairing Tract V. However, if damage or destruction to Tract V arises from the actions or negligence of a particular Lot Owner or their guests, agents or invitees, it shall be the sole responsibility and cost of said Lot Owner to repair the damage or destruction, in timely manner, upon written request of the other Lot Owner. Any dispute between the Lot Owners with respect to allocation of the costs of maintenance, repair and replacement work of Tract V or the use thereof shall be submitted to the Board, whose decision shall be binding upon the Lot Owners. Any Lot Owner may submit any such dispute to the Board if the Lot Owners have unsuccessfully attempted to resolve their differences for a period of at least 20 days. No Lot Owner using Tract V shall obstruct or interfere with the use of Tract V by the other Lot Owner, their guests, agents or invitees.

8 Building Setback Area. All Lots in Division No. 3 that abut a sensitive area tract are subject to a fifteen (15) foot building setback including, without limitation, Lots 19 through 26, inclusive, and Lots 47 and 48. No building foundations are allowed beyond the required fifteen (15) foot building setback line for sensitive area tracts unless otherwise provided by law.

9. Street Trees and Planter Islands. Section 2.14 of the Original Declaration is hereby amended to provide that street trees within the Division No. 3 shall be owned and maintained by the

Association, until such time as the City of Sammamish has adopted a Street Tree Maintenance Program. All planter islands within road rights of way within the Division No. 3 shall be maintained by the Association.

10. No Cut Buffer Easement Lots 43, 44 and 45 are subject to a no cut buffer easement.

11. No Direct Access There shall be no direct vehicular access to or from E Beaver Lake Drive S E or SE Belvedere Way from those Lots or Tracts which abut said roadways, unless approved by the City of Sammamish.

12. Residential Lot Restrictions Residential Lots within the Division No. 2 or Division No. 3, are subject to the following restriction: Porous pavement or other permeable surface materials shall be used for all patios, walkways and paved surfaces outside of the road right of way and not intended for vehicular traffic within the Patterson Creek Basin.

13. Ratification Except as expressly amended herein, all of the terms and conditions of the Declaration shall continue in full force and effect and are hereby ratified by Declarant.

End of text, signatures follow on next page

DECLARANT.

PACIFIC LAND INVESTMENT CORP.,
a Washington corporation

By: Donald M. Jasper
Donald M. Jasper
Its. President

WILLIAM E BUCHAN, INC., a
Washington corporation

By: William E. Buchan
William E. Buchan
Its' chairman/CEO

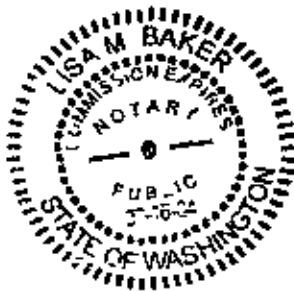
JOHN F. BUCHAN CONSTRUCTION, INC.,
a Washington corporation

By: DE Thornton
DE Thornton
President

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that ^{Donald M. Jasper} ~~JOHN F. BUCHAN~~ signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it in his capacity as the President of ~~John F. Buchan Construction, Inc~~ ^{PACIFIC LAND INVESTMENT CORP} to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument

Dated this 12th day of December, 2003.



Lisa M. Baker
(Signature)
Lisa M Baker
(Printed Name)
Notary Public in and for the State
of Washington, residing at Issaquah
My commission expires 7-16-04

EXHIBIT A**Legal Description for Beaver Lake Estates Division 3**

Tract Y, Beaver Lake Estates Division II, according to the Plat thereof, recorded in Volume 211 of Plats, pages 22 through 31, inclusive, Records of King County, Washington

Tract JJ, Trossachs Division II, according to the Plat thereof, recorded in Volume 182 of Plats, pages 27 through 35, inclusive, records of King County, Washington

Tract T, Trossachs Division V, according to the Plat thereof, recorded in Volume 182 of Plats, pages 36 through 41, inclusive, records of King County, Washington