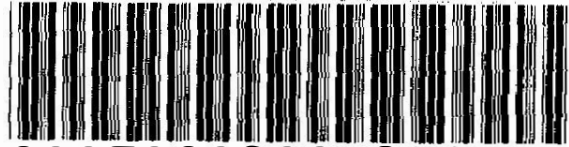


WHEN RECORDED RETURN TO:

NAME: Carol Rozday 40 John F. Buchan Construction  
ADDRESS: 2821 Northrup Way  
CITY, STATE, ZIP: Bellevue, WA 98004



**20050208001386**

CHICAGO TITLE AMND 27.00  
PAGE 001 OF 009  
02/08/2005 13:12  
KING COUNTY, WA

## Chicago Title Insurance Company

701 5th Avenue - Suite 1700 - Seattle, Washington 98104

### DOCUMENT TITLE(s)

1. Amendment to Declaration of Covenants, Conditions & Restrictions for Montaine at Aldarra
- 2.
- 3.
- 4.

### REFERENCE NUMBER(s) OF DOCUMENTS ASSIGNED OR RELEASED:

☐ Additional numbers on page \_\_\_\_\_ of document

### GRANTOR(s):

1. ALDARRA DEVELOPMENT, LLC.
- 2.
- 3.

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

FILED BY CHICAGO TITLE INSURANCE CO. 9


REF. # W0501018-10

### GRANTEE(s):

1. Aldarra Development, LLC.
- 2.
- 3.

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

### LEGAL DESCRIPTION

Lot-Unit: \_\_\_\_\_ Block: \_\_\_\_\_ Volume: \_\_\_\_\_ Page: \_\_\_\_\_  
Section: \_\_\_\_\_ Township: \_\_\_\_\_ Range: \_\_\_\_\_  
Plat Name:  Plat of Aldarra Div. #4 vol. 226 plats pg. 1  
☐ Additional legal description is on page \_\_\_\_\_ of document

### ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(s):

009800-1260-06, 009800-1330-02, and 009801-0010-00

☐ Additional legal description is on page \_\_\_\_\_ of document

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

After Recording, Return to:  
John F. Buchan Construction, Inc.  
2821 Northup Way  
Bellevue, WA 98004  
(425) 827-2266  
Attn: Carol Rozday

**FIRST AMENDMENT  
TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR MONTAINE AT ALDARRA**

**THIS FIRST AMENDMENT** to the Declaration of Covenants, Conditions and Restrictions for MONTAINE AT ALDARRA ("First Amendment"), is made this 4<sup>th</sup> day of February, 2005, by ALDARRA DEVELOPMENT LLC, a Washington limited liability company, ("Declarant").

**RECITALS**

**WHEREAS**, Declarant filed a Declaration of Covenants, Conditions & Restrictions for MONTAINE AT ALDARRA ("Declaration"), on November 25, 2003 under King County Recording No. 20031125000510. The Declaration imposes various conditions and restrictions on property which is known as MONTAINE AT ALDARRA.

**WHEREAS**, Article XIV, Section 2 of the Declaration states the Declaration may be amended during the Development Period by any instrument signed by both the Declarant and the Owners of at least fifty-one percent (51%) of the lots, including those owned by the Declarant.

**WHEREAS**, the Development Period, as referred to in Article II of said Declaration, has not expired.

**WHEREAS**, it is necessary to amend the Declaration relative to specific items.

**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 "Plat of Aldarra Division No. 4." The definition of "Property" contained in Article 1, Section 3 of the Declaration is hereby amended to add the Plat of Aldarra Division No. 4.

2. **Plat.** The definition of "Plat" as set forth in Article 1, Section 10 of the Declaration is hereby amended to add the Plat of Aldarra Division No. 4, as recorded in the records of King County State of Washington, under Recording No. 20050111001069

3. **Private Drainage Restrictions.** The following paragraph is added to Article III, Section 4:

Notwithstanding the above, Lots 7 through 12 of the Plat of Aldarra Division No. 4 are subject to Private Drainage Easements. Said Private Drainage easements are for the purpose of installing and maintaining private drainage facilities within said easements with restrictions as described in this Section. The Association shall be responsible for the maintenance, repairs, or reconstruction of the private storm drainage facilities located within the easements.

Tract Y of the Plat of Aldarra Division No. 4 is subject to a Private Drainage Easement. The adjacent property owner located immediately to the west of this easement is granted rights to this easement for the purpose of maintaining private drainage facilities located within said easement with restrictions as described in this Section, and is solely responsible for the maintenance, repair, or reconstruction of drainage facilities located within said easement.

4. **Common Areas.** The last sentence of Article IV, Section 1 is hereby amended to read: The Common Areas are identified as Tracts S, V, AC, AE, AR, U, Z, AB, AN, W, and AM, of the Plat of Aldarra Division No. 3; and Tracts AS, AT, Y, O, and Q, of the Plat of Aldarra Division No. 4.

5. **Common Maintenance Areas.** Article IV, Section 2 is hereby replaced with the following paragraph:

Common Maintenance Areas shall include those portions of all real property (including improvements thereon) maintained by the Association for the benefits of the members of the Association. The areas to be maintained by the Association are: Tracts S, V, AC, AE, AR, U, Z, AB, AN, W, and AM in the Plat of Aldarra Division No. 3; Tracts AS, AT, Y, O, and Q of the Plat of Aldarra Division No. 4; all entry signage and landscaping including water and electric; street trees; planter islands in rights-of-way; and the mailbox stands located throughout the Properties. The Association shall also be required to inspect the wildlife network areas on an annual basis for fencing and signs, and to observe removal by hand of invasive species. The Association shall have the right and the obligation to maintain the Common Maintenance Areas and shall pay the actual cost of the same from annual or special assessments as appropriate.

6. **Sensitive Area Tracts & Sensitive Areas and Buffers.** The last paragraph of Article V, Section 1 is hereby replaced with the following:

Tracts S, V, AC, AE, AR, and AM of the Plat of Aldarra Division No. 3; and Tracts AS, AT, and Y of the Plat of Aldarra Division No. 4, are sensitive area tracts and shall be owned and maintained by the Association.

7. **Landscape Tracts.** Article V, Section 3 is amended to read: Tract AN of the Plat of Aldarra Division No. 3, and Tracts O and Q of the Plat of Aldarra Division No. 4, are landscape tracts and shall be owned and maintained by the Association.

8. **Landscape Zone.** The following Section 7 is added to Article V:

**Section 7. Landscape Zone.** Tracts O, Y, Lots 1 through 12, and 20 through 27, inclusive, of the Plat of Aldarra Division No. 4, are subject to a Landscape Zone and associated Limited Building Setback Line as shown on the Plat, per the private agreement between Developer and Plateau Preservationists dated August 28, 1999. This private agreement states that no residential structure foundation or impervious surface is to be located within the Landscape Zone. The Limited BSBL shown over Tracts O, Y, Lots 1 through 12, and 20 through 27, inclusive, limits residential house foundations only and does not preclude other forms of building, grading, or impervious surface, within the east 25 feet of the west 75 feet of the plat.

The Landscape Zone shall remain in its natural state. No trails, pathways or other similar facilities shall be allowed within the Landscape Zone. There shall be no clearing and/or cutting within the Landscape Zone except in the case of trees judged to be diseased and/or dangerous by a professional arborist.

Until September 18, 2005, Plateau Preservationists have the right, but not the obligation, to supplement trees and native bush-type plants within the Landscape Zone on Lots 1 through 12, inclusive, and a portion of Lot 20, provided that two months notice has been given to the lot owner(s) with respect to actual planting time, location and type of plant.

The maintenance of the wood fence located approximately ½ foot east of the west boundary of the Plat shall be the responsibility of the owners of property immediately to the west of the Plat, in accordance with said agreement. Said adjacent property owners shall have the right to enter upon said Landscape Zone only for the purpose of maintaining said fence and shall restore the Landscape Zone to its condition prior to any disturbance from fence maintenance, repair or reconstruction. Maintenance of said fence by said adjacent property owners does not imply nor does it constitute a fee interest in the property lying between the true boundary of the Plat and said fence.

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.

IN WITNESS WHEREOF, the undersigned has affixed its signature.

**DECLARANT**

**ALDARRA DEVELOPMENT LLC., a Washington Limited Liability Company**

JOHN F. BUCHAN CONSTRUCTION, INC., a Washington corporation ("Member")

By DE Shurt, President

CHAFFEY HOMES, INC., a Washington corporation ("Member")

By [Signature]

BURNSTEAD CONSTRUCTION COMPANY, a Washington corporation ("Member")

By Mary Jane Shy

**OWNER OF 51% OF LOTS**

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

By DE Shurt, President

CHAFFEY HOMES, INC., a Washington corporation

By [Signature]

BURNSTEAD CONSTRUCTION COMPANY, a Washington corporation

By Mary Jane Shy



STATE OF WASHINGTON    )  
  ) ss.  
COUNTY OF KING        )

On this 4th day of February, 2005, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared BRODY HANSEN, CFO, of Chaffey Homes, Inc., a Washington corporation, the corporation that executed the within and foregoing document, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument on behalf of said corporation.

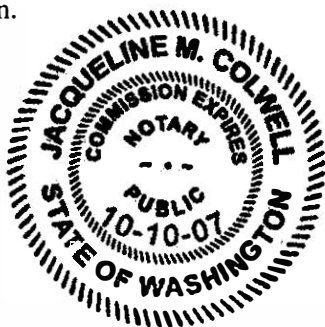
WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.

Jacqueline M. Colwell  
NOTARY PUBLIC in and for the  
State of Washington, residing at Ossaquah  
Jacqueline M. Colwell  
(Print Name)  
My Commission Expires: 10-10-07

STATE OF WASHINGTON    )  
  ) ss.  
COUNTY OF KING        )

On this 4th day of February, 2005, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared MARY JANE GYE, President, of Burnstead Construction Company, a Washington corporation, the corporation that executed the within and foregoing document, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument on behalf of said corporation.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.



Jacqueline M. Colwell  
NOTARY PUBLIC in and for the  
State of Washington, residing at Ossaquah  
Jacqueline M. Colwell  
(Print Name)  
My Commission Expires: 10-10-07

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 4th day of FEBRUARY, 2005, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared MARY JANE SLIC, President, of Burnstead Construction Company, a Washington corporation, Member of Aldarra Development LLC, a Washington limited liability company, that executed the within and foregoing document, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument on behalf of said corporation.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.



Jacqueline M. Colwell  
NOTARY PUBLIC in and for the  
State of Washington, residing at Issaquah  
Jacqueline M. Colwell  
(Print Name)  
My Commission Expires: 10-10-07

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 4th day of FEBRUARY, 2005, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Dennis E. Thornton, President of John F. Buchan Construction, Inc., a Washington corporation, the corporation that executed the within and foregoing document, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument on behalf of said corporation.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.



Jacqueline M. Colwell  
NOTARY PUBLIC in and for the  
State of Washington, residing at Issaquah  
Jacqueline M. Colwell  
(Print Name)  
My Commission Expires: 10-10-07

STATE OF WASHINGTON )  
 )  
COUNTY OF KING )

On this 4th day of FEBRUARY, 2005, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Dennis E. Thornton, President, of John F. Buchan Construction, Inc., a Washington corporation, Member of Aldarra Development LLC, a Washington limited liability company, that executed the within and foregoing document, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument on behalf of said corporation.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.



Jacqueline M. Colwell  
NOTARY PUBLIC in and for the  
State of Washington, residing at Ossaquah  
Jacqueline M. Colwell  
(Print Name)  
My Commission Expires: 10-10-07

STATE OF WASHINGTON )  
COUNTY OF KING )

On this 4th day of February, 2005, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Brady Hanissen, CFO, of Chaffey Homes, Inc., a Washington corporation, Member of Aldarra Development LLC, a Washington limited liability company, that executed the within and foregoing document, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument on behalf of said corporation.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.



Jacqueline M. Caldwell  
NOTARY PUBLIC in and for the  
State of Washington, residing at Issaquah  
Jacqueline M. Caldwell  
(Print Name)  
My Commission Expires: 10-10-07



**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF PROPERTY ADDED**

**Tracts AJ-1, Aldarra Division 2, according to the plat thereof, recorded in Volume 206 of Plats, Pages 8 through 11 inclusive, records of King County, Washington.**

**TOGETHER WITH Lots X and Y of Boundary Line Adjustment No. L02L0057, as recorded in Volume 157 of Surveys, Pages 165 through 165J inclusive, under Recording No. 20030116900009, records of King County, Washington.**

**Being a portion of Tracts C and AH, Aldarra Division 1, according to the Plat thereof, recorded in Volume 199 of Plats, Pages 72 through 88, inclusive, in King County, Washington and of Lot L of King County Boundary Line Adjustment Number L97L0174, recorded under Recording No. 9904229003.**

Unofficial Copy