

W.3676

EXHIBIT D

After recording, return to:

Kelly BOWENxxxx	Lloyd A. Cooper	89/11/01	#1547 R
Rockledgexxxx	7634 116th Ave. S.E.	RECD F	18.00
1900 Washington Building	Renton, Wa. 98056	REC FEE	2.00
Seattle Washington 98101x		CASHSL	***20.00
			55

COVENANT

THIS COVENANT is entered into by and between Lake Washington Ridge, Inc. ("LWRI") and George H. Brown, Jr. ("Brown") and Lloyd A. Cooper ("Cooper"), Geraldine C. Lloyd and William Lloyd (collectively "Lloyd") with reference to the following facts:

Recitals

- A. Cooper and Lloyd are the owners of certain real property described on EXHIBIT A, attached hereto and incorporated herein by this reference (the "Cooper Property").
- B. LWRI is the owner of certain real property described on EXHIBIT B, attached hereto and incorporated herein by this reference (the "Ridge Property").
- C. The Ridge Property shall be platted as substantially shown as EXHIBIT C attached hereto and incorporated herein by this reference.
- D. Cooper, Lloyd and LWRI have entered into a Settlement Agreement pursuant to which LWRI is to grant Cooper and Lloyd a covenant restricting the height of improvements and vegetation on the Ridge Property.

NOW, THEREFORE, in accordance with the above recitals and pursuant to the above-described Settlement Agreement, the parties hereby agree as follows:

- 1. The maximum ridge height of any structure on the Ridge Property shall be as set forth in EXHIBIT D attached hereto and incorporated herein by this reference.

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FOR ACCOMMODATION ONLY

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2. The maximum height of any hedge shall not exceed ten feet in height.

3. Any owner of the Cooper Property or the Ridge Property, or a portion thereof (the "Benefitted Owner"), may cut or trim any tree, shrubbery or plantings on any portion of the Ridge Property (the "Burdened Owner") to a height not lower than the height stated in EXHIBIT D, attached hereto, provided:

a. The Benefitted Owner shall give the Burdened Owner two weeks' written notice of the Benefitted Owner's decision to cut or trim the Burdened Owner's tree, shrubbery or planting;

b. The Benefitted Owner shall trim or cut the Burdened Owner's tree, shrubbery or planting in a reasonable manner and at a reasonable time; and

c. The Benefitted Owner shall indemnify the Burdened Owner against all damages relating to the Benefitted Owner's trimming or cutting of any tree, shrubbery or planting on the Burdened Owner's property; provided, however, the Benefitted Owner shall not be required to indemnify the Burdened Owner for any loss to the tree, shrubbery or planting trimmed or cut by the Benefitted Owner in conformance herewith.

4. The height restrictions contained herein apply to the Ridge Property currently shown as the numbered lots on EXHIBIT C. Such restrictions shall continue to apply to the Ridge Property in the event that the lots are renumbered, to have the same effect as though the lots had not been renumbered.

5. This Covenant is subject to the terms of the Settlement Agreement. This Covenant shall run with the land and the rights herein granted and the obligations hereby agreed to shall inure to the benefit of and be binding on the parties' respective successors and assigns.

DATED this 24th day of October, ¹⁹⁸⁸ ~~1997~~.

LAKE WASHINGTON RIDGE, INC.

By [Signature]
Its President

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STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On this 21st day of December, 1988, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Lloyd A. Cooper, to me known to be the individual who executed the within and foregoing instrument, and acknowledged the said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal the day and year in this certificate above written.

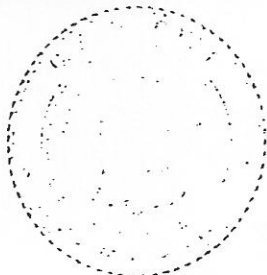
Camelomb
NOTARY PUBLIC in and for the State of Washington, residing at Bainbridge Island
My Appointment Expires: 01-18-90

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On this 21st day of December, 1988, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Averaldine C. Lloyd; William Lloyd to me known to be the individuals who executed the within and foregoing instrument, and acknowledged the said instrument to be their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal the day and year in this certificate above written.

Camelomb
NOTARY PUBLIC in and for the State of Washington, residing at Bainbridge Island
My Appointment Expires: 01-18-90



STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this _____ day of _____ 1987, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the individual who executed the within and foregoing instrument, and acknowledged the said instrument to be _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal the day and year in this certificate above written.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My Appointment Expires: _____

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