

Lake Washington Ridge Home Owner's Association

February 25, 2013

From: Board of Directors, LWRHOA
To: Owners of Lots 1 – 67, LWR Division 1
Subject: Height Restrictions

This letter raises complex issues that affect your property rights. Please give it your attention.

Recently, the Board has been researching restrictions to the titles of the owners of Lots 1 – 67, LWR Division 1. Our CC&Rs, Article V, Section 7, shown below, mentions a Covenant, Exhibit D, attached to a Settlement Agreement that was recorded in 1987.

Article V Acceptance of Covenants, Section 7, Plantings and Fencing, Paragraph 4 states:

Notwithstanding any provision herein, the restrictions and conditions set forth in recorded covenants between Lake Washington Ridge, Inc., and Brown, Cooper and Lloyd, filed under King County Recording Number 8712150386, specifically including Exhibits "D" and "E" thereto, both of said covenants (relating to height restrictions and a covenant not to object or interfere with subdivision efforts of adjoining Land) subsequently rerecorded immediately preceding this Declaration shall remain in full force and effect and binding upon the Owners of Lots within the Subdivision.

This Covenant, Exhibit D, limits the height of both houses and vegetation, including trees, on Lots 1 – 67 of LWR Division 1. The pertinent parts of Exhibit D are shown below. Exhibit E contains the specific height restrictions for each lot and they are listed on the last pages of our CC&Rs.

The following is an excerpt from Exhibit D:

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 set forth in Exhibit D attached hereto and incorporated herein by this reference.*
- 2. The maximum height of any hedge shall not exceed ten feet in height.*
- 3. Any owner of the Cooper Property (now known as Travore) or the Ridge Property (now known as Lake Washington Ridge), or a portion thereof (the "Benefitted Owner"), may cut or trim any tree, shrubbery or planting 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 of 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 granted and the obligations hereby agreed to shall inure to the benefit of and be binding on the parties' respective successors and assigns.*

The full text of our CC&Rs and Exhibit D can be found at: <http://www.theridgeline.com/docs.htm>

There are two separate issues to consider:

First, the owners of the Travore properties have rights under the Covenant, provided they comply with the specified requirements.

Second, "any owner of...the Ridge Property" has the same rights and requirements, but only on Lots 1 – 67, Division 1. We have questions as to what constitutes the "Ridge Property," whether all 119 lots in the subdivision can enforce the covenant, or just lots 1-67 of Div.1.

The Board was concerned because few people we asked understood the specifics of these restrictions, and the powers granted under the Covenant seemed both ambiguous and extreme. We sought advice from real estate lawyers, and found that the cost was greater than we were willing to pay.

To date, there have been 4 instances where the Covenant was employed by owners of Travore properties. In the earliest instance, the developer had to modify the roof of one of the houses because it exceeded the height restriction. In 2 recent instances vegetation was trimmed. In one instance, the LWR owner objected and refused to allow any trimming.

The Board is seeking your input. We do not have plans to do anything besides providing you with all the information we have gathered. Please consider both the positive and negative implications of this information and tell us your feelings on this issue. We, the owners of lots 1 - 67, need to have a conversation to determine what action, if any, we might want to take regarding this issue.

Please plan to attend our annual meeting on March 26th from 7 - 9 PM at Hazelwood Elementary and share your opinions there.

Board of Directors, LWRHOA