

**Kingsgate Highlands
Division Number Five**

Declaration of Covenants, Conditions, and Restrictions

THIS DECLARATION, made as of October 16, 1968, by MAC LAND, INC., a Washington corporation, and C. LAND, INC., a Washington corporation, hereinafter referred to as "Declarant",

Witnesseth:

WHEREAS, Declarant is the owner of certain property in the County of King, State of Washington:

All property in a plat entitled Kingsgate Highlands, Division Number Five, which is a proposed plat in process of final approval and recording in said King County, Washington, being portion of the southwest quarter of the southeast quarter of Section 16, Township 26 North, Range 5 East, W.M., King County, Washington and portion of the northeast quarter of Section 21, Township 26 North, Range 5 East, W.M., of King County, Washington,

and

WHEREAS, Declarant expects to convey certain of said properties, subject to the protective covenants, conditions, restrictions, reservations, liens and charges as herein set forth;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements, covenants, restrictions, and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

**Article I
Definitions**

Section 1. "Association" shall mean and refer to Kingsgate Highlands, Division Number Five, Homes Association, a Washington corporation in the process of being formed by or at the instance of Declarant, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. The term "Common Area" as used herein shall mean Tract E in said Kingsgate Highlands, Division Number Five.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area. In the event more than one or fractional lots in said addition should be improved with a dwelling, the actual area set aside for such dwelling shall for the purposes hereof be deemed a Lot.

**Article II
Annexation of Additional Properties**

Section 1. Annexation of additional property shall require the assent of two-thirds of the Class A members and two-thirds of the Class B members, if any, at a meeting duly called for this purpose, of which written notice shall be sent to all members not less than thirty days nor more than sixty days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty per cent of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice

requirement set forth above, and the required quorum at such subsequent meeting shall be one half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty days following the preceding meeting. In the event that two-thirds of the Class A membership or two-thirds of the Class B membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

Section 2. If within ten years of the date of incorporation of this Association the Declarant should develop additional lands contiguous to the addition first described herein, such additional lands may be annexed to said Properties without the assent of the Class A members; provided, however, that the development of the additional lands described in this section shall be in accordance with the general plan submitted to the Federal Housing Administration and the Veterans Administration with the processing papers for the first section. Detailed plans for the development of additional lands must be submitted to the Federal Housing Administration and the Veterans Administration prior to such development. If either the Federal Housing Administration or Veterans Administration determines that such detailed plans are not in accordance with the general plan on file and either agency so advises the Association and the Declarant, the development of the additional land must have the assent of two-thirds of the Class A members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty days nor more than sixty days in advance of the meeting setting forth the purpose of the meeting. At this meeting, the presence of members or of proxies entitled to cast sixty per cent of all of the votes of the Class A membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at any such subsequent meeting shall be one half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty days following the preceding meeting.

Article III Membership

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Article IV Voting Rights

The Association shall have two Classes of voting membership:

Class A. Class A members shall be all those Owners as defined in Article III with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article III. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to such Lot.

Class B. The Class B members shall be the Declarant, and three memberships shall exist for each Lot in which Declarant has an interest. The Class B members shall be entitled to three votes for each Lot in which Declarant holds the interest required for membership by Article III, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or

(b) On July 1, 1974.

Article V Property Rights

Section 1. *Members' Easements of Enjoyment.* Every member shall have a right and easement of enjoyment in and to the Common Area as such easement shall be appurtenant to the following provisions:

- (a) the right of the Association to limit the number of guests of members;
- (b) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (c) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgages in said properties shall be subordinate to the rights of the homeowners hereunder;
- (d) the right of the Association to suspend the voting rights and right to use the recreational facilities by a member for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed one hundred eighty days for any and or each infraction of its published rules and regulations;
- (e) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds of the votes of the Class A membership and two-thirds of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty days nor more than sixty days in advance.

Section 2. *Delegation of Use.* Any member may delegate in accordance with the By-Laws his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. *Title to the Common Area.* The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area to the Association free and clear of all encumbrances and liens, prior to the conveyance of the first Lot, except easements for utilities, including maintenance thereof, and right of public to make necessary slopes for cuts or fills in the reasonable original grading of public ways dedicated in the plat.

Article VI Covenant for Maintenance Assessments

Section 1. *Creation of the Lien and Personal Obligation of Assessment.* Except as provided in Section 10 of this Article, each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. *Purpose of Assessments.* The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties and in particular for the improvement and maintenance of the Properties, services, and facilities devoted to

this purpose and related to the use and enjoyment of the Common Area, and of the homes situated upon the Properties.

Section 3. *Basis and Maximum of Annual Assessments.* Until January 1 of the calendar year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment on all lots conveyed by Declarant to purchasers shall be Eighty Four Dollars (\$84.00) per Lot. The maximum annual assessment on all Lots owned by Declarant shall be Twelve Dollars (\$12.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington D.C.) for the preceding month of July.

(b) From and after January 1 of the year immediately following conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the members for the next succeeding two years and at the end of each such period of two years, for each succeeding period of two years, provided, that, any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty days nor more than sixty days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(c) After consideration of current maintenance costs and future needs of the Association, the Board of Trustees may fix the annual assessment at an amount not in excess of the maximum.

Section 4. *Special Assessments for 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 or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereof, provided that any such assessment shall have the assent of two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all members not less than thirty days nor more than sixty days in advance of the meeting setting forth the purpose of the meeting.

Section 5. *Uniform Rate of Assessment.* Both annual and special assessments must be fixed at a uniform rate for all Lots, as limited by Section 3 above, and may be collected on a monthly basis.

Section 6. *Quorum for any Action Authorized Under Sections 3 and 4.* At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty percent of all votes of both classes of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty days following the preceding meeting.

Section 7. *Date of Commencement of Annual Assessments; Due Dates.* The annual assessments provided herein shall commence as to all Lots subject to assessment on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Trustees shall fix the amount of the annual assessment against each Lot at least thirty days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Trustees. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. *Effect of Non-Payment of Assessments: Remedies of the Association.* Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. *Subordination of the Lien to Mortgages.* The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages or deeds of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. *Exempt Property.* The following property subject to this Declaration shall be exempt from the assessments created therein:

- (a) All properties dedicated to and accepted by a local public authority;
- (b) The Common Area; and
- (c) All properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Washington.

Article VII
(Not Used.)

Article VIII
Architectural Control

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and typography by the Board of Trustees of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Article IX
(Not Used.)

Article X
Restrictions

Section 1. All Lots in the tract shall be known and described as residential lots except said Common Area. No structures or buildings of any kind shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single-family dwelling for single-family occupancy only not to exceed two stories in height and a private garage for not more than three cars.

Section 2. No building shall be located nearer to the front line of the Lot or nearer to the side street line than the building setback lines if shown on the recorded plat. In any event, no building of any kind shall be located on any residential lot nearer than twenty feet to the front lot line, nor nearer than twenty feet to

any side street line, and no building shall be located nearer than twenty-five feet to the rear lot line, except a detached garage. No building shall be located nearer than five feet of the side lot line. A detached garage may be located within five feet of the rear lot line, except where rear lot line abuts a street, in which case the front yard setback of twenty feet or more would prevail unless otherwise approved by said Restrictions Committee.

Section 3. No residential structure shall be erected or placed on any building lot, which lot has an area of less than 7,200 square feet or an average width of less than sixty feet.

Section 4. No trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried on upon any residential lot, or within any building located in this subdivision on a residential lot, nor shall any goods, equipment, vehicles (including buses and trailers of any description) or materials or supplies used in connection with any trade, service, or business, wherever the same may be conducted, be kept, stored, dismantled, or repaired outside of any building on any residential lot, nor shall any goods, equipment or vehicles (including buses and trailers of any description) used for private purposes and not for trade or business be kept, stored, dismantled or repaired outside of any building on any residential lot, nor shall anything be done there on which may be or may become an annoyance or nuisance to the neighborhood.

No lot or tract shall be used as a dump for trash or rubbish of any kind. All garbage and other waste shall be kept in approved sanitary containers for proper disposal. Yard rakings such as rocks, dirt and other materials as a result of landscaping shall not be dumped into public streets or ditches. The removal and disposal of all such materials shall be the sole responsibility of the individual lot owner.

Section 5. No trailer, basement, tent, shack, garage, barn or other outbuildings erected or placed in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

Section 6. No dwelling shall be permitted on any Lot at a cost of less than \$14,000.00 exclusive of land, based upon cost levels prevailing on the date these restrictions are recorded, it being the intention and purpose of these restrictions to assure that all dwellings shall be of quality of workmanship and materials substantially the same or better than that which can be produced on the date these restrictions are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches, carports and garages, shall be not less than nine hundred fifty square feet for a one-story dwelling, not less than nine hundred square feet for the ground floor area of a dwelling of more than one story.

Section 7. Any dwelling or structure erected or placed on any Lot shall be completed as to external appearance, including finishing painting, within nine months from the date of commencement of construction and shall be connected to public sewer.

Section 8. Where public sewers are not available, all sewage disposal shall be by means of septic tanks and tile disposal fields in accordance with the regulations of the Seattle-King County, Washington, Department of Public Health.

Section 9. No fence, wall, hedge, or mass planting other than foundation planting shall be permitted to extend nearer to any street than the minimum setback line of the residence, except that nothing shall prevent the 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, provided, however, that no fence, wall, hedge, or mass planting shall at any time, where permitted, extend higher than six feet above ground. Fences in side yards that abut a side street are permitted from the front yard setback to the rear of the Lot not to exceed forty-two inches in height. This height must be maintained in the front yard setback of the Lot in the rear. (Written exceptions as to fence location in this section may be made by the Restrictions Committee where the minimum setback line of the residence is greater than twenty feet and the proposed fence has a setback of twenty feet or more from the front property line). Fences shall be well constructed of suitable fencing materials and shall be artistic in design and shall not detract from the appearance of the dwelling house located upon the Lot or building site or be offensive to the owners or occupants thereof, or detract from the appearance of the dwelling houses located on the adjacent lots or

building sites. No radio or television antennae shall be permitted to extend more than ten feet above the roof line of any residence without the written approval of the Restrictions Committee.

Section 10. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats or other household pets may be kept in compliance with existing laws and regulations and provided that they are not kept, bred, or maintained for any commercial purpose. The foregoing is intended also to exclude the keeping of any pets such as cats, dogs, or birds in numbers or under conditions reasonably objectionable in the closely built-up residential community.

Section 11. No signs shall be erected or maintained on any Lot except that not more than one bona fide FOR SALE or FOR RENT sign, not exceeding eighteen inches in width and twenty-four inches in length, may be displayed on any Lot.

Section 12. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Article XI Easements and Restrictions

Section 1. An easement is reserved over the rear five feet of each Lot and over a two and one-half foot wide strip along each side of interior lot lines for utility installation and maintenance, power, telephone, water, sewer, drainage, gas, etc. Additional necessary public utilities and utility easements are reserved as shown on the recorded plat and others as required will also be recorded as will necessary easements required by governmental subdivisions. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. All protective screening areas established will be shown on the recorded plat, as a ten foot strip of land along the rear of specific lots. No planting shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet from the intersection of the street lines. Within the ten foot strip of land as shown on the recorded plat the planting shall be maintained throughout the entire length of such areas by the Owner or Owners of the Lots at their own expense to form an effective screen for the protection of the residential area. No building or structure, except a planting screen or screen fence or utilities or drainage facilities, shall be placed or permitted to remain in such areas. No vehicular access over the area shall be permitted except for the purpose of installation and maintenance of screening, utilities and drainage.

Article XII General Provisions

Section 1. *Mutuality.* These restrictions, easements and agreements are imposed pursuant to a general plan with reference to the Properties and shall constitute mutual and reciprocal equitable servitudes on each of the Lots and a privity of contract between the various Owners thereof, their respective heirs and assigns, and are for the benefit of the Properties and each Lot or building plot or site thereof and of the present and future Owners thereof.

Section 2. *Duration and Amendment.* The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten years. The covenants and restrictions of this Declaration may be amended during the first twenty year period by an instrument signed by not less

than ninety percent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent of the Lot Owners. Any amendment must be properly recorded.

Section 3. *Churches.* These restrictions may be amended at any time by a majority vote of the then Owners of Lots to permit the construction of a church on Lots herein designated as residential, said church structure to meet all legal requirements and conditions as herein specified. Said amendment to be in the form of a statement properly executed and acknowledged by each of them and recorded in the office of the County Auditor of King County, Washington.

Section 4. *Enforcement.* If the parties hereto or any of them or their heirs, successors or assigns, shall violate or attempt to violate any of the restrictions herein, it shall be lawful for any person or persons owning any Lot to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restriction and either to prevent him or them from so doing or to recover damages or other dues for such violation. Invalidation of any one of these restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect. The Association, or any Owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5. *Notices.* Any demand to be made upon, or any notice to be given to, the Owner or Owners of any Lot or Lots in the tract to which these restrictions relate shall be in writing. Said demand or notice may be given to such Owner or Owners either by personal delivery of such demand or notice, or by sending the same by prepaid United States registered mail addressed to the record Owner or Owners of the Lot or Lots with respect to which the demand or notice relates, the same to be addressed to such Owner or Owners at the street address of the dwelling house or other structure situated upon the relevant Lot or Lots. Notice by certified or registered mail, addressed as aforesaid, shall be deemed to have been fully communicated upon the expiration of forty-eight hours after the time of mailing, and the name and address of the person or persons to whom such demand or notice was mailed shall be conclusive, but not the exclusive means, of proof of such fact.

Section 6. *Severability.* Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 7. *FHA/VA Approval.* As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendments of this Declaration of Covenants, Conditions and Restrictions.

Nothing herein contained shall impair or defect the lien of any mortgage or deed of trust now or hereafter recorded covering any Lot or Lots in the subdivision, but title to any property in this subdivision obtained through a sale and satisfaction of any mortgage or deed of trust shall be held subject to all of the provisions herein.

IN WITNESS THEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 16th day of October, 1968.

MAC LAND, INC., a Washington corporation
By Murdock MacPherson (signed)
Its Vice President

C. LAND, INC., a Washington corporation
By Carl A. Sandquist (signed)
Its President

APPROVED:
METROPOLITAN LIFE INSURANCE COMPANY
By F .B. Harney (signed)
Its Assistant General Counsel (stamped)

STATE OF WASHINGTON, County of King

On this 16th day of October, 1968, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Murdock D. MacPherson to me known to be the Vice President of MAC LAND, INC., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Elsie S. Sybert (signed)
Notary Public in and for the State of Washington, residing at Kirkland.

STATE OF WASHINGTON, County of King

On this 16th day of October, 1968, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Carl A. Sandquist to me known to be the President of C. LAND, INC., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Elsie S. Sybert (signed)
Notary Public in and for the State of Washington, residing at Kirkland.

STATE OF NEW YORK, County of New York

On this 21st day of October, 1968, before me, the undersigned, a Notary Public in and for the State of New York, duly commissioned and sworn, personally appeared F.B. Harney, to me known to be the Assistant General Counsel of METROPOLITAN LIFE INSURANCE COMPANY, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Daniel J. Lane (signed)
Notary Public in and for the State of New York
Qualified in Putnam County
Certificate filed in New York County
Commission Expires March 30, 1970

Retyped by Richard Malsch,
President