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SNOHOMISH COUNTY, WASH
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FIRST AMERICAN 93112-3

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

ONE CLUB HOUSE LANE SOUTH

After Recording Return to:

HILLIS CLARK
MARTIN & PETERSON, P.S.
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1221 Second Avenue
Seattle, WA 98101-2925

Attn: Steven R. Rovig

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
ONE CLUB HOUSE LANE SOUTH

THIS DECLARATION is made on this _____ day of _____, 1993 by LOZIER HOMES CORPORATION, a Washington corporation ("Declarant").

RECITALS

A. Declarant is the owner of that certain real property located in Snohomish County, Washington, and more particularly described in Section 2.1 of this Declaration.

B. Declarant desires to subject the real property described in Section 2.1 hereof to the provisions of this Declaration to create a residential community of single-family housing (as single family is defined below) and to provide for the subjecting of other real property to the provisions of this Declaration in phases.

C. The real property described in Section 2.1 hereof is located within and has been developed in accordance with the Harbour Pointe Master Plan (also known as the Possession Shores Master Plan) as initially approved by Snohomish County on August 14, 1978. The Harbour Pointe Master Plan development includes, without limitation, an eighteen hole golf course adjoining portions of the real property which is subject to this Declaration; provided, however, that neither this Declaration nor any instrument of conveyance of lots which are subject to this Declaration are intended to grant any right, title or interest in such golf course nor membership therein.

NOW, THEREFORE, Declarant hereby declares that the real property described in Section 2.1 of this Declaration, including the improvements constructed or to be constructed thereon, is hereby subjected to the provisions of this Declaration and shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered 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 run with the title to, the real property hereby or hereafter made subject hereto, and shall be binding on all persons having any right, title, or interest in all or any portion of the real property now or hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title, and

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assigns and shall inure to the benefit of each and every owner of all or any portion thereof.

ARTICLE 1

DEFINITIONS

1.1 Words Defined. The following words, when used in this Declaration or in any Supplementary Declaration (unless the context shall prohibit), shall have the following meanings:

1.1.1 "Association" shall mean One Club House Lane South Association, a Washington nonprofit corporation, its successors and assigns.

1.1.2 "Board of Directors" or "Board" of the Association shall be the appointed or elected body, as applicable, having its normal meaning under Washington law.

1.1.3 "Bylaws" shall refer to the Bylaws of One Club House Lane South Association.

1.1.4 "Common Property" shall mean any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners.

1.1.5 "Community" shall mean and refer to that certain real property and interest therein described in Exhibit A, attached hereto, and (i) such additions thereto as may be made by Declarant by Supplementary Declaration of all or any portion of the real property described in Exhibit B attached hereto; and (ii) such additions thereto as may be made by the Association by Supplementary Declaration.

1.1.6 "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board of Directors of the Association. Such determination, however, shall generally be made with reference to the standards originally established by the Declarant.

1.1.7 "Declarant" shall mean and refer to Lozier Homes Corporation, a Washington corporation and its successors-in-title and assigns, provided any such successor-in-title or assign shall acquire for the purpose of development or sale all or any portion of the remaining undeveloped or unsold portions of the real property described in Exhibit A, attached hereto, or

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in Exhibit B, attached hereto, and provided further, in the instrument of conveyance to any such successor-in-title or assign, such successor-in-title or assign is designated as the "Declarant" hereunder by the grantor of such conveyance, which grantor shall be the "Declarant" hereunder at the time of such conveyance; provided, further, upon such designation of such successor Declarant, all rights of the former Declarant in and to such status as "Declarant" hereunder shall cease, it being understood that as to all of the property described in Exhibit A, attached hereto, and in Exhibit B, attached hereto, which is now or hereafter subjected to this Declaration, there shall be only one "Declarant" hereunder at any one point in time.

1.1.8 "Development Period" shall mean that period of time beginning on the date this Declaration is recorded in the records of Snohomish County and ending on the earliest to occur of (i) twenty (20) years from the date of recording of this Declaration; (ii) five (5) years after Declarant's last conveyance of record of a Lot to an Owner; or (iii) the date upon which a Supplementary Declaration is recorded by Declarant terminating the Development Period.

1.1.9 "Lot" shall mean any plot of land within the Community, whether or not improvements are constructed thereon, which constitutes or will constitute, after the construction of improvements, a residential dwelling site as shown on a plat recorded in the records of Snohomish County. The ownership of each Lot shall include, and there shall pass with each Lot as an appurtenance thereto, whether or not separately described, all of the right, title, and interest of an Owner in the Common Property, which shall include, without limitation, membership in the Association.

1.1.10 "Mortgage" means any mortgage, deed of trust, and any and all other similar instruments used for the purpose of encumbering real property in the Community as security for the payment or satisfaction of an obligation.

1.1.11 "Mortgagee" shall mean the holder of a Mortgage.

1.1.12 "Native Growth Protection Area" means any area within a Lot or Common Property so designated in which the removal of trees and significant natural ground cover, as well as the conduct of other activities, are restricted pursuant to the provisions of Section 6.32 below.

1.1.13 "Occupant" shall mean any Person occupying all or any portion of a residence or other property located within the Community for any period of time, regardless of whether such Person is a tenant or the Owner of such property.

1.1.14 "Owner" shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any Lot located within the Community, excluding, however, any Person holding such interest merely as security for the performance or satisfaction of any obligation.

1.1.15 "Person" means any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust, or other legal entity.

1.1.16 "Single Family" shall mean a single housekeeping unit, without regard to the construction type or ownership of such unit, that includes not more than four (4) adults who are legally unrelated.

1.1.17 "Supplementary Declaration" means an amendment or supplement to this Declaration which subjects additional property to this Declaration or imposes, expressly or by reference, additional restrictions and obligations on the land described therein, or both.

1.1.18 "Total Association Vote" means all of the votes attributable to members of the Association (including votes of Declarant), and the consent of Declarant so long as Declarant owns any property for development and/or sale in the Community or has the right to unilaterally annex additional property to the Community.

ARTICLE 2

PROPERTY SUBJECT TO THIS DECLARATION

2.1 Property Hereby Subjected to This Declaration. The real property which is, by the recording of this Declaration, subject to the covenants and restrictions hereafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to this Declaration is the real property described in Exhibit A, attached hereto and by reference made a part hereof.

2.2 Other Property. Only the real property described in Section 2.1 above is hereby made subject to this Declaration; provided, however, by one or more Supplementary Declarations, Declarant and the Association have the right, but not the obligation, to subject other real property to this Declaration, as hereinafter provided.

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ARTICLE 3

ONE CLUB HOUSE LANE SOUTH ASSOCIATION

3.1 Description of Association. The Association shall be charged with the duties and vested with the powers prescribed by law and set forth in this Declaration, any Supplementary Declaration, and the Articles of Incorporation and Bylaws of the Association, all as may be amended from time to time; provided, however, that no such governing doouments shall for any reason be amended or otherwise interpreted so as to be inconsistent with this Declaration.

3.2 Board of Directors. Declarant shall have the right to appoint or remove any member or members of the Board of Directors or any officer or officers of the Association until termination of the Development Period. Each Owner, by acceptance of a deed to or other conveyance of a Lot vests in Declarant the authority to appoint and remove directors and officers of the Association. The directors selected by the Declarant need not be Owners. The number of directors shall be as set forth in the Bylaws. Following termination of the Development Period, the Board of Directors shall be elected by the Owners in accordance with the Bylaws.

3.3 Membership. Every Person who is the record owner of a fee or undivided fee interest in any Lot that is subject to this Declaration shall be deemed to have a membership in the Association. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more Persons, shall have more than one (1) membership per Lot. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided in this Declaration and in the Bylaws. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The rights and privileges of membership, including the right to vote and to hold office, may be exercised by a member or the member's spouse, but in no event shall more than one (1) vote be cast nor office held for each Lot owned. The first annual meeting of the Association shall be held within sixty (60) days after termination of the Development Period on a date set by the Board pursuant to the Bylaws.

3.4 Voting. Members shall be entitled to one (1) vote for each Lot owned. When more than one (1) Person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as those Owners themselves determine and advise the Secretary prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended in the event more than one (1) Person seeks to exercise it.

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3.5 Architectural Review Committee. No construction, alteration, addition, refurbishing, or erection of any nature whatsoever shall be commenced or placed upon any part of the Community, except that which is installed by the Declarant, or as is approved in accordance with this Section, or as is otherwise expressly permitted herein. Any such construction, alteration, addition, refurbishing, or erection shall not be made unless and until plans and specifications showing the nature, kind, shape, size and height, architectural design and detail, materials, workmanship, colors, location on site, improvement and site grade elevations, and site landscaping shall have been submitted in writing to and approved by the Architectural Review Committee established pursuant to this Section 3.5. The Board may employ architects, engineers, or other Persons as it deems necessary to enable the Architectural Review Committee to perform its review. Written design guidelines and procedures ("Design Guidelines") shall be established for the exercise of this review, which Design Guidelines may provide for a review fee. The Design Guidelines may vary for different phases and/or market sectors of the Community as determined by the Architectural Review Committee and may evolve over time with changes in the market place.

3.5.1 So long as the Declarant owns any property for development and/or sale in the Community or has the right to unilaterally annex additional property to the Community, the Declarant shall have the right to appoint or remove any or all members of the Architectural Review Committee. Upon the expiration or earlier surrender in writing of such right, the Board shall appoint the members of the Architectural Review Committee.

3.5.2 If the Architectural Review Committee fails to approve or to disapprove submitted plans and specifications within sixty (60) days after the plans and specifications have been submitted, which submission shall be evidenced by a written receipt for said plans and specifications, approval will not be required, and this Section will be deemed to have been fully complied with. In this event, any such plans and specifications shall nevertheless be in compliance with all the restrictions contained in these Covenants, Conditions and Restrictions and any Design Guidelines established by the Architectural Review Committee which are then in effect.

3.5.3 As a condition of approval under this Section, each Owner, on behalf of such Owner and such Owner's successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement, and insurance to and on any change, modification, addition, or alteration. In the discretion

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of the Architectural Review Committee, an Owner may be made to verify such condition of approval by a recordable written instrument acknowledged by such Owner on behalf of such Owner and such Owner's successors-in-interest.

3.5.4 The Architectural Review Committee shall be the sole arbiter of plans submitted to it and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction in violation of approved plans or this Declaration. Any member of the Architectural Review Committee or the Board or its representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon any property to inspect for the purpose of ascertaining whether or not such plans and this Declaration have been or are being complied with. Such Person or Persons shall not be deemed guilty of trespass by reason of such entry. In addition to any other remedies available to the Association, in the event of noncompliance with this Section, the Board may, as provided in Section 12.1 hereof, record a notice of violation naming the violating Owner.

3.5.5 PLANS AND SPECIFICATIONS ARE NOT APPROVED FOR ENGINEERING OR STRUCTURAL DESIGN OR QUALITY OF MATERIALS, AND BY APPROVING SUCH PLANS AND SPECIFICATIONS NEITHER THE ARCHITECTURAL REVIEW COMMITTEE, THE MEMBERS THEREOF, NOR THE ASSOCIATION ASSUMES LIABILITY OR RESPONSIBILITY THEREFOR, NOR FOR ANY DEFECT IN ANY STRUCTURE CONSTRUCTED FROM SUCH PLANS AND SPECIFICATIONS. NEITHER DECLARANT, THE ASSOCIATION, THE ARCHITECTURAL REVIEW COMMITTEE, THE BOARD, NOR THE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AND AGENTS OF ANY OF THEM SHALL BE LIABLE IN DAMAGES TO ANYONE SUBMITTING PLANS AND SPECIFICATIONS TO ANY OF THEM FOR APPROVAL, OR TO ANY OWNER OF PROPERTY AFFECTED BY THESE RESTRICTIONS BY REASON OF MISTAKE IN JUDGMENT, NEGLIGENCE, OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL OR DISAPPROVAL OR FAILURE TO APPROVE OR DISAPPROVE ANY SUCH PLANS OR SPECIFICATIONS. EVERY PERSON WHO SUBMITS PLANS OR SPECIFICATIONS AND EVERY OWNER AGREES THAT SUCH PERSON OR OWNER WILL NOT BRING ANY ACTION OR SUIT AGAINST DECLARANT, THE ASSOCIATION, THE ARCHITECTURAL REVIEW COMMITTEE, THE BOARD, OR THE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AND AGENTS OF ANY OF THEM TO RECOVER ANY DAMAGES AND HEREBY RELEASES, REMISES, QUITCLAIMS, AND COVENANTS NOT TO SUE FOR ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH ANY JUDGMENT, NEGLIGENCE, OR NONFEASANCE AND HEREBY WAIVES THE PROVISIONS OF ANY LAW WHICH PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND THE CLAIMS, DEMANDS, AND CAUSES OF ACTION NOT KNOWN AT THE TIME THE RELEASE IS GIVEN.

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ARTICLE 4

ASSESSMENTS

4.1 Purpose of Assessment. The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of Lots, including the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

4.2 Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (i) annual assessments or charges; (ii) special assessments, such assessments to be established and collected as hereinafter provided; and (iii) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration, including, but not limited to, reasonable fines as may be imposed in accordance with the terms of this Declaration.

4.2.1 All such assessments, together with (i) late charges, (ii) interest set by the Board, not to exceed the maximum rate permitted by law (but not to exceed eighteen percent (18%) per annum), and (iii) costs, including, without limitation, reasonable attorneys' fees actually incurred, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made.

4.2.2 Each such assessment, together with late charges, interest, costs, including, without limitation, reasonable attorneys' fees actually incurred, shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment fell due. Each Owner shall be personally liable for the portion of each assessment coming due while the Owner of a Lot, and each grantee of an Owner shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any first Mortgagee taking title through foreclosure proceedings or deed in lieu of foreclosure.

4.2.3 The Association shall, within five (5) days after receiving a written request therefor and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot shall be binding upon the Association as of the date of issuance.

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4.2.4 Annual assessments shall be levied equally on all similarly situated Lots (as determined by the Board). However, during the Development Period, the Board may establish greater or lesser assessments for Lots owned by Declarant or builders. Assessments shall be paid in such manner and on such dates as may be fixed by the Board, which may include, without limitation, acceleration, upon ten (10) days' written notice, of the annual assessment for delinquents. Unless otherwise provided by the Board, the assessment shall be paid in annual installments.

4.3 Computation. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year, which shall include a capital reserve in accordance with a capital budget separately prepared. The Board shall cause the budget and the assessments to be levied against each Lot for the following year to be delivered to each member at least thirty (30) days prior to the end of the current fiscal year. The budget and the assessment shall become effective unless disapproved at a meeting by a majority of the Total Association Vote. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year. During the Development Period the Board of Directors shall not be required to submit budgets for approval or disapproval by the Association members.

4.4 Revised Budget. If the financial circumstances of the Association materially change during any year, the Board may prepare a revised budget for the balance of the year. The Board shall cause the revised budget and assessments to be delivered to each member at least thirty (30) days before their effective date. Such revised budget and assessments shall become effective unless disapproved at a meeting by a majority of the Total Association Vote. If the revised budget is disapproved, the budget then in effect shall continue for the remainder of the year. During the Development Period the Board of Directors shall not be required to submit budgets for approval or disapproval by the Association members.

4.5 Special Assessments. In addition to the other assessments authorized herein, the Association may levy special assessments for expenses such as, but not limited to, capital improvements from time to time if approved at a meeting by two-thirds (2/3) of the Total Association Vote. Special assessments shall be paid as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

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4.6 Lien for Assessments. All sums assessed against any Lot pursuant to this Declaration, together with late charges, interest, costs, including, without limitation, reasonable attorneys' fees actually incurred, as provided herein, shall be secured by a lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot, except for (a) liens for ad valorem taxes; or (b) liens for all sums unpaid on a first Mortgage or on any Mortgage to Declarant duly recorded in the records of Snohomish County and all amounts advanced pursuant to such Mortgage and secured thereby in accordance with the terms of such instrument. All other Persons acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded in such records shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

4.7 Effect of Nonpayment of Assessments; Remedies of the Association. Any assessments or installments thereof which are not paid when due shall be delinquent. Any assessment or installment thereof delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may from time to time determine. The Association shall cause a notice of delinquency to be given to any member who has not paid within ten (10) days following the due date. If the assessment is not paid within thirty (30) days, a lien, as herein provided, shall attach and, in addition, the lien shall include an additional lien service fee in an amount as the Board may determine from time to time, interest set by the Board from time to time, not to exceed the maximum rate permitted by law (but not to exceed eighteen percent (18%) per annum) on the principal amount due, all late charges from the date first due and payable, all costs of collection, including, without limitation, reasonable attorneys' fees actually incurred, and any other amounts provided or permitted by law.

4.7.1 In the event that the assessment remains unpaid after sixty (60) days, the Association may, as the Board shall determine, institute suit to collect such amounts and/or to foreclose its lien. Each Owner, by acceptance of a deed or as a party to any other type of conveyance, vests in the Association or its agents the right and power to bring all actions against such Owner personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property.

4.7.2 The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all

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other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage, or convey the same.

4.7.3 No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Lot. No diminution or abatement of any assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each Owner.

4.7.4 All payments shall be applied first to costs, then to late charges, then to interest and then to delinquent assessments.

4.8 Date of Commencement of Assessments. The assessments provided for herein shall commence as to a Lot subject to this Declaration on the first day of the month following the later of the following occurrences:

a. Recording of the Plat in which said Lot is located.

b. Recording of this Declaration.

c. Filing of the Articles of Incorporation for the Association.

d. Substantial completion and initial acceptance of the plat improvements by the applicable jurisdictions. The Board shall determine in its sole discretion when this condition has been met.

Assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year.

4.9 Specific Assessments. The Board shall have the power to levy specific assessments pursuant to this Section 4.9 as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board of Directors

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and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. Fines levied pursuant to Section 12.1 of this Declaration and the costs of maintenance performed by the Association which the Owner is responsible for under Sections 5.3 and 5.4 of this Declaration shall be specific assessments. The Board may also specifically assess Owners for Association expenses (except for expenses incurred for maintenance and repair of items which are the maintenance responsibility of the Association as provided herein) as follows:

4.9.1 Expenses of the Association which benefit less than all of the Lots may, in the Board's discretion, be specifically assessed equitably among all of the Lots which are benefitted according to the benefit received.

4.9.2 Expenses of the Association which benefit all Lots, but which do not provide an equal benefit to all Lots, may be assessed equitably among all Lots according to the benefit received.

4.9.3 Policies adopted by the Board regarding specific assessments pursuant to this Section 4.9 shall be reasonable and applied consistently throughout the Community.

4.10 Budget Deficits During Declarant Control. For so long as the Declarant has the authority to appoint the directors and officers of the Association, Declarant may: (a) advance funds to the Association sufficient to satisfy the deficit, if any, between the actual operating expenses of the Association (but specifically not including an allocation for capital reserves), and the sum of the annual, special and specific assessments collected by the Association in any fiscal year, and such advances shall be evidenced by promissory notes from the Association in favor of the Declarant; or (b) cause the Association to borrow such amount from a commercial lending institution at the then prevailing rates for such a loan in the local area of the Community. The Declarant in its sole discretion may guarantee repayment of such loan, if required by the lending institution, but no Mortgage secured by the Common Property or any of the improvements maintained by the Association shall be given in connection with such loan.

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ARTICLE 5

MAINTENANCE; CONVEYANCE OF COMMON PROPERTY TO ASSOCIATION

5.1 Association's Responsibility. The Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and improvements situated on the Common Property. The Association shall also maintain: (i) all entry features for the Community including the expenses for water and electricity, if any, provided to all such entry features; (ii) landscaping originally installed by the Declarant which is on Common Property owned in fee by the Association or on property where a landscaping easement has been granted to the Association; (iii) all facilities serving the Community not dedicated to or maintained by a public entity; (iv) all property outside of Lots located within the Community which was originally maintained by the Declarant; and (v) landscaping originally installed by the Declarant in public or private roadway islands. The foregoing maintenance shall be performed consistent with the Community-Wide Standard. Nothing in this Section 5.1 shall be construed to obligate the Association to maintain any part of an Owner's Lot unless agreed to in writing by the Association.

5.2 Property Not Owned by Association. The Association shall have the right, but not the obligation, to maintain other property not owned by the Association, whether within or without the Community, where the Board has determined that such maintenance would benefit all Owners. Without limitation of the foregoing, the Association may enter into a joint maintenance agreement with adjoining property owners or associations for the repair, maintenance and replacement of shared entry features and other property.

5.3 Damaged Caused by Owner. In the event that the Association determines that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, or the family, guests, lessees, or invitees of any Owner, and is not covered or paid for by insurance, in whole or in part, then the Association may perform such maintenance, repair or replacement at such Owner's sole cost and expense, and all costs thereof shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot of such Owner.

5.4 Owner's Responsibility. Except as provided in Sections 5.1, 5.2 and 5.3 above, all maintenance of any Lot and all structures, parking areas, landscaping, and other improvements

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thereon shall be the sole responsibility of the Owner thereof, who shall maintain such Lot in a manner consistent with the Community-Wide Standard and this Declaration. In the event that the Board of Directors of the Association determines that any Owner has failed or refused to discharge properly any of such Owner's obligations with regard to the maintenance, repair, or replacement of items for which such Owner is responsible hereunder, the Association shall, except in an emergency situation, give the Owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The Owner shall have ten (10) days after receipt of such notice within which to complete such maintenance, repair, or replacement, or, in the event that such maintenance, repair, or replacement is not capable of completion within a ten (10) day period, to commence such work which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair, or replacement at such Owner's sole cost and expense, and all costs shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot.

5.5 Conveyance of Common Property by Declarant to Association. The Declarant may transfer or convey to the Association any personal property and any improved or unimproved real property, leasehold, easement, or other property interest. Such conveyance shall be accepted by the Association, and the property shall thereafter be Common Property to be maintained by the Association for the benefit of all or any member of the Owners. Declarant shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to this Section.

5.6 Limited Common Property. Common Property benefitting less than all of the Lots, as designated on the recorded plat creating the phase of the Community in which the benefitted Lots exist, shall be designated "Limited Common Property." Limited Common Property shall be subject to such reasonable rules and regulations as may be adopted by the Board and the common expenses for such Limited Common Property may be assessed pursuant to Section 4.9 above.

5.7 Common Property Used as Private Roadways. Private roadway improvements on Common Property serving as access to two or more Lots shall be maintained by the Association. No specific assessment as provided in Section 4.9 shall be made to the Lots benefitting from said private roadway improvements.

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ARTICLE 6

USE RESTRICTIONS AND RULES

6.1 General/Rules and Regulations. This Article, beginning at Section 6.2, sets out certain use restrictions which must be complied with by all Owners and Occupants. These use restrictions may only be amended in the manner provided in Section 12.4 hereof regarding amendment of this Declaration. In addition, the Board may, from time to time, without consent of the Owners, promulgate, modify, or delete other use restrictions and rules and regulations applicable to the Community. Such use restrictions and rules shall be distributed to all Owners and Occupants prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, cancelled, or modified in a regular or special meeting by a majority of the Total Association Vote.

6.2 Residential Use. All Lots shall be used for residential purposes exclusively with the exception that certain home occupations will be permitted, subject to the guidelines and rules established by the Board. Such home occupations may be limited to certain business uses, shall not create any disturbance, noise, or unsightliness, shall not unduly increase traffic flow or parking congestion, and shall not be in violation of any of the provisions of the Declaration or Bylaws. The Board may issue any guidelines or rules it deems advisable to regulate home occupational uses and shall be the sole judge in the interpretation of said guidelines and rules. Such guidelines and rules may change from time to time based on the Board's sole judgment as to the best interests of the Community. Such home occupations shall be allowed only so long as any such operation is in strict conformance with the guidelines and rules established by the Board.

6.3 Building and Landscaping Requirements and Restrictions. All residences constructed within the Community shall be subject to Design Guidelines which may cover the minimum size, architectural style, scope of improvements, quality of design, materials, workmanship, and siting standards. Such Design Guidelines shall be established by the Architectural Review Committee for the purpose of establishing a Community which will accommodate a reasonable diversity of residential needs with a harmonious blend of good design and compatible relationships. Such Design Guidelines may vary for different phases and/or market sectors of the Community as determined by the Architectural Review Committee and may evolve over time with changes in the market place. Without restricting or limiting the authority of the Architectural Review Committee pursuant to Section 3.5 in

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approving or disapproving of any specific proposal, the following restrictions shall apply to the Community in general:

6.3.1 Any residence or other structure erected or placed on any Lot shall be completed as to external appearance, including finished painting, within eight (8) months after the date of commencement of construction. All front, rear and side yards and landscaping must be completed within six (6) months from the date of completion of construction unless an extension is granted by the Architectural Review Committee as a result of adverse weather conditions.

6.3.2 No residence constructed or maintained within the Community shall exceed two and one-half (2 1/2) stories in height plus a fully finished subgrade or partially subgrade basement area and a private garage.

6.3.3 Setback requirements for all Lots shall be: front yard -- twenty (20) feet; side yard -- five (5) feet; rear yard -- twenty (20) feet; and street side yards for corner Lots -- fifteen (15) feet; provided, however, that the Architectural Review Committee may grant variances from these setbacks where the slope of a Lot or other circumstances indicate that such a variance is reasonable and does not materially and adversely impact neighboring Lots.

6.3.4 All homes within the Community shall contain a garage; carports shall not be permitted. Unless otherwise approved by the Architectural Review Committee, all garages must be attached to, or incorporated in and made a part of, the residence constructed upon a Lot. In granting waivers to this requirement, the Architectural Review Committee will consider functional necessity and architectural desirability.

6.3.5 No fence, fencing type barrier, row of trees, or hedge of any kind shall be placed, erected, allowed, or maintained upon any portion of the Community, including any Lot, without the prior written consent of the Architectural Review Committee. Any such fence, barrier, row of trees, or hedge shall be strictly in compliance with Design Guidelines established by the Architectural Review Committee, which standards may provide for limited acceptable styles and/or specifications. In no event shall chain link or barbed wire type fences be approved. Lots bordering the Golf Course fairways are subject to special fence restrictions which are outlined in Section 6.30.

6.3.6 No trees or shrubs, other than those existing at the time this Declaration is filed, shall be allowed to grow to a size that noticeably and unreasonably interferes with a view of significance from another residence. The Architectural

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Review Committee shall be the sole judge in deciding whether the view is of significance and whether there has been unreasonable interference with the view. Should the Architectural Review Committee determine that there is an unreasonable interference, it shall notify the Owner of such tree or shrub in writing, specifying the nature of the interference, what should be done to eliminate the interference, and the time in which such action should be taken.

6.3.7 Any change to the exterior color of any improvement located on a Lot, including, without limitation, the dwelling, must be approved by the Architectural Review Committee.

6.3.8 No electrical, cable television, or telephone lines or wires shall be located on any Lot unless underground or in a conduit attached to a structure.

6.4 Signs. No sign of any kind shall be erected by an Owner or Occupant within the Community without the prior written consent of the Architectural Review Committee. Notwithstanding the foregoing, the Board and the Declarant shall have the right to erect reasonable and appropriate signs including, without limitation, signs related to Declarant's development and marketing of residences within the Community. In addition, "For Sale" and "For Rent" signs and security signs consistent with the Community-Wide Standard and any signs required by legal proceedings may be erected upon any Lot.

6.5 Vehicles. The term "vehicles" as used herein shall include, without limitation, automobiles, vans, campers, trucks, buses, motor homes, mobile homes, boats, trailers, portable aircraft, motorcycles, snowmobiles, minibikes, scooters, go-carts, and any other towed or self propelled transportation type vehicle. The term "passenger vehicles" as used herein shall include passenger automobiles, vans, small trucks, motorcycles, and similar type vehicles used regularly and primarily as transportation for the Occupants of the Lot. Vehicles used for commercial and recreational purposes are not considered passenger vehicles. Where a Lot contains a garage, "parking areas" shall refer to the number of garage parking spaces. Driveway areas in front of garages shall be considered "parking areas" for passenger vehicles only and only to the extent that sufficient parking spaces are not provided in the garage for all the vehicles used by the Occupants of the Lot.

6.5.1 No vehicles other than passenger vehicles in regular use may be parked on any Lot or portion of the community, except in a garage, other Community Property designated by the Board, or in a screened area on a Lot, if such screened area is approved by the Architectural Review Committee. Any vehicle

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regularly parked in an unapproved area or for longer than twelve (12) consecutive hours shall be considered a nuisance and may be removed from the Community.

6.5.2 Occupants' passenger vehicles parked overnight or for more than eight (8) consecutive hours shall be parked in garages to the extent that garage parking areas are provided and not occupied by other vehicles used by the Occupant of the Lot. No passenger vehicles may be parked on any Lot or portion of the Community except in "parking areas" as defined in Section 6.5.

6.5.3 Any passenger vehicle which is inoperable or unlicensed and not capable of use on the public highways and which is parked on any Lot for a period of more than forty-eight (48) hours shall be treated the same as a non-passenger vehicle and shall be considered a nuisance and may be removed from the Community.

6.5.4 The Board shall adopt and maintain current rules and regulations concerning the parking and storage of vehicles on any Lot or any portion of the Community. Said rules are to protect the Community from the potentially adverse impacts of vehicles on the Community environment and to accommodate the evolving nature and use of such vehicles. Such rules and regulations may provide for exceptions and/or modifications to the conditions of this Section as determined in the sole discretion of the Board. The Board shall rule on any dispute as to the interpretation or application of this Section and all rules and regulations established by the Board with respect to vehicles.

6.6 Vehicles on Common Property. No motorized vehicles shall be permitted on pathways or unpaved Common Property except for public safety vehicles and vehicles authorized by the Board.

6.7 Leasing. Lots may be leased for residential purposes. All leases shall have a minimum term of at least six (6) months. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Declaration, Bylaws, use restrictions, and rules and regulations of the Association. The lease shall also obligate the tenant to comply with the foregoing and shall provide that in the event of noncompliance, the Board, in addition to any other remedies available to it, may evict the tenant on behalf of the Owner and specifically assess all costs associated therewith against the Owner and the Owner's property.

6.8 Occupants Bound. All provisions of the Declaration, Bylaws, and of any rules and regulations, use restrictions or design guidelines established pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners

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shall also apply to all Occupants even though Occupants are not specifically mentioned. Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not paid timely, the fine may then be levied against the Owner.

6.9 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept in the Community; provided, however, that up to a total of two conventional household pets may be kept on a Lot subject to the following restrictions: Pets shall not be kept, bred or maintained for any commercial purposes. Owners shall be responsible for the immediate cleanup and removal of all fecal matter deposited by pets on any property other than the Lot of the Owner of the pet. Pets shall be confined in the Owner's Lot, unless on a leash and accompanied by a responsible person. Dog runs are not allowed. In no case are pets allowed on the Golf Course. The Association may prohibit Owners from allowing pets in some or all of the Common Property. No domestic pet may be kept if it is a source of annoyance or a nuisance. The Association shall have the authority to determine whether a particular pet is a nuisance or a source of annoyance, and such determination shall be final and conclusive. Pets shall be attended at all times and shall be registered, licensed and inoculated from time to time as required by law.

6.10 Nuisance. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkept condition on his or her Lot. No Lot shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on within the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property within the Community. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Lot unless required by law or unless specifically approved by the Architectural Review Committee which may, in its discretion, impose certain conditions in writing as part of its approval.

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6.11 Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly of and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkept conditions, shall not be pursued or undertaken in any part of the Community. Garage doors shall be kept closed at all times unless they are in use. In addition, the storage of equipment, machinery, constructions supplies or any similar material on a Lot outside of the home and garage constructed thereon is strictly prohibited except as required during the remodeling or refurbishing of improvements on such Lot and then for not more than thirty (30) days.

6.12 Antennas. No television or radio antenna, tower, satellite dish, or exterior antenna of any kind shall be placed, allowed, or maintained upon any Lot or any portion of the Community without the prior written consent of the Architectural Review Committee. In any event, and at the sole discretion of the Architectural Review Committee, exterior antennas for television may be allowed only if no other means of reception is reasonably available, and then only in accordance with the conditions of approval as set forth in writing by the Architectural Review Committee. However, the Board shall have the right (but shall not be obligated), to erect a master antenna, satellite dish or other similar master system for the benefit of the entire Community. Each Owner and Occupant acknowledges that this provision benefits all Owners and Occupants and each Owner and Occupant agrees to comply with this provision despite the fact that the erection of an outdoor antenna or similar device would be the most cost-effective way to transmit or receive the signals sought to be transmitted or received.

6.13 Tree Removal. No trees that are more than six (6) inches in diameter at a point three (3) feet above the ground shall be removed without the prior written consent of the Architectural Review Committee. Notwithstanding all of the above, no consent or approval is required for the removal of any trees, regardless of their diameter, that are located within ten (10) feet of a residence.

6.14 Drainage. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or Occupant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarant hereby reserves for the benefit of Declarant and the Association and their respective successors and assigns a perpetual easement across all Common Property and Lots for the purpose of maintaining or altering drainage and water flow.

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Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

6.15 Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem as determined by the Architectural Review Committee in its sole discretion.

6.16 Garbage Cans, Woodpiles, Etc. All garbage cans, woodpiles, swimming pool pumps, filters and related equipment, air conditioning compressors, machinery, equipment, and other similar items related to the operation of the residence shall be located or screened so as to be concealed from view of neighboring streets and property. All rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate. Trash, garbage, debris, or other waste matter of any kind may not be burned within the Community. This Section 6.16 is subject to all rights granted and reserved pursuant to Section 11.6 below.

6.17 Subdivision of Lot. No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Architectural Review Committee. Declarant, however, hereby expressly reserves the right to replat any Lot or Lots owned by Declarant. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

6.18 Guns. The use of firearms in the Community is prohibited. The term "firearms" includes without limitation BB guns, pellet guns, and small firearms of all types.

6.19 Utility Lines. Except as may be permitted by the Architectural Review Committee, no overhead utility lines, including lines for cable television, shall be permitted within the Community, except for temporary lines as required during construction and lines installed by or at the request of Declarant.

6.20 Air-Conditioning Units. Except as may be permitted by the Architectural Review Committee, no window air conditioning units may be installed.

6.21 Lighting. Except as may be permitted by the Architectural Review Committee, exterior lighting shall not be permitted except for (i) approved lighting as originally installed

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on a Lot; (ii) two (2) decorative post light, (iii) street lights in conformity with an established street lighting program for the Community; (iv) seasonal decorative lights; or (v) front house illumination of model homes. Any exception granted by the Architectural Review Committee shall not result in an annoyance or detriment to neighboring Lot Owners.

6.22 Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation, exterior sculpture, fountains, flags, and similar items shall be permitted on the exterior of any Lot unless approved by the Architectural Review Committee.

6.23 Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless they are an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Architectural Review Committee.

6.24 Swimming Pools. No swimming pools shall be constructed, erected or maintained upon any Lot without the prior written consent of the Architectural Review Committee and in no event shall any above-ground swimming pool be permitted. The Architectural Review Committee may disallow any or all swimming pools in their sole discretion and shall have the authority to establish rules and regulations governing the use of any such facilities. Considerations shall include, but not be limited to, the visual and audio intrusion such a facility and associated activities would have on surrounding residences. The installation of any such facility shall be in accordance with the plans approved by the Architectural Review Committee and the use of such facility shall be in strict compliance with the conditions of approval set down by the Architectural Review Committee.

6.25 Gardens, Play Equipment and Pools. No vegetable garden, hammock, statuary, play equipment, sports equipment, or pool which has received the approval of the Architectural Review Committee and is to be erected on any Lot may be located other than between the rear residence line and the rear Lot line, without the prior written consent of the Architectural Review Committee. All basketball backboards installed on Lots shall be made of transparent material, unless otherwise approved in writing by the Architectural Review Committee.

6.26 Mailboxes. All mailboxes located on Lots shall be of a similar style approved by the Architectural Review Committee and shall be installed initially by the original home builder. Replacement mailboxes may be installed after the type has been approved in writing by the Architectural Review Committee.

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Mailboxes shall be attached only to stands provided and maintained by the Association in designated locations.

6.27 [Intentionally omitted.]

6.28 Clotheslines. No exterior clotheslines of any type shall be permitted upon any Lot.

6.29 Exterior Security Devices. No exterior security devices, including, without limitation, window bars, shall be permitted on any residence or Lot. Signs placed on the Lot or the exterior of the residence stating that such residence is protected by a security system shall not be deemed to constitute an exterior security device.

6.30 Special Restrictions on Lots Adjacent to Golf Course. The following restrictions specifically encumber Lots within the Community which adjoin the 18-hole golf course ("Golf Course") which is more specifically described in Exhibit "A" of that certain Covenant Agreement recorded under Snohomish County Auditor's File No. 8908230414 ("Covenant Agreement"). Neither this Declaration nor any instrument of conveyance of Lots which are subject to this Declaration grant any right, title or interest in the golf Course nor membership therein.

6.30.1 Under no circumstances shall a building or other structure be located on a Lot nearer to the Golf Course than twenty (20) feet without prior written approval of the Architectural Review Committee and the Owner of the Golf Course.

6.30.2 In the event any Owner is in violation of any of the restrictions set forth in this Article 6, particularly Section 6.5 regarding vehicles, Section 6.11 regarding unsightly or unkempt conditions, or Section 6.16 regarding garbage cans, wood piles and the like, the Owner of the Golf Course shall have the right to cause the Association to enforce any such restrictions by written notice from the Owner of the Golf Course to the Association.

6.30.3 Subject to the restrictions on fences set forth in Paragraph 6.3.5 above, any fence built within twenty (20) feet of the Golf Course by an Owner shall be designed pursuant to Exhibit "F" of the above-referenced Covenant Agreement, unless otherwise approved by the Owner of the Golf Course and the Architectural Review Committee. The Architectural Review Committee may also require the use of the fence design set forth in such Exhibit "F" for portions of yards adjacent to the Golf Course but more than twenty (20) feet in distance from the common boundary with the Golf Course.

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6.30.4 Owners of Lots adjoining the Golf Course shall use their Lots in such a manner as not to unreasonably offend or detract from the enjoyment of golfers utilizing the Golf Course. In no case are pets allowed on the Golf Course.

6.30.5 The Association, its Board and officers, the Architectural Review Committee, the Declarant, and the Owner of the Golf Course and any agents or employees thereof, shall not be liable to any Person for acts or omissions done in good faith, in the interpretation, administration and enforcement of the covenants, conditions and restrictions set forth in this Article 6.

6.31 Covenant and Disclosure Regarding Golf Course. Declarant and the Owner of the Golf Course hereby disclose to Owners, and particularly Owners of Lots adjoining the Golf Course, that the Golf Course is open to the public and is expected to receive heavy play by golfers of a wide range of skill levels. The Declarant and the Owner of the Golf Course hereby place Owners on notice that: (i) golf will be played on the Golf Course regularly and continuously during all daylight hours; (ii) various maintenance activities, including operation of irrigation systems and mowing equipment, will occur on an ongoing basis; (iii) golf balls frequently fly in varying directions and may land within a Lot outside of the boundaries of the Golf Course; (iv) golf balls are hard and can cause damage to property and bodily injury to individuals who may be struck by golf balls. Each Owner is encouraged to take into consideration the existence of the Golf Course, the potential lines of flight of wayward golf shots, and other pertinent factors relating to the Golf Course, in the construction and siting of improvements and landscaping.

6.32 Native Growth Protection Areas. Native Growth Protection Areas ("NGPA") established on the face of the recorded plat for any phase of the Community and which apply to individual lots shall be subject to the restrictions contained on the face of said plat, to any other governmental regulations applicable to such NGPA's, and to any additional restrictions which may be placed on the NGPA's by easement or deed restriction through the Declarant. NGPA's established on the face of the recorded plat for any phase of the Community which are designated as Common Property or become Common Property of the Community shall be subject to the restrictions contained on the face of said plat, to any other governmental regulations applicable to such NGPA's, to any additional restrictions which may be placed on said NGPA's by easement or deed restriction through the Declarant, and to any rules and regulations which the Board may establish governing said Common Property. NGPA's established by easement or deed restriction through the Declarant for any phase of the Community

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and which apply to individual Lots shall be subject to the restrictions contained in said easement or deed restriction. NGPA's established by easement or deed restriction through the Declarant for any phase of the Community which are designated as Common Property or become Common Property of the Community shall be subject to the restrictions contained in said easement or deed restriction and to any rules and regulations which the Board may establish governing said Common Property.

6.32.1 Within the boundaries of NGPA's restrictions may be placed on the cutting, pruning, or removal of trees and significant ground cover; upon improvements which may be made in said areas; and upon the uses which may be made of said areas. Restrictions may require the area to be retained in a natural state or may allow for limited maintenance, improvement, and/or use. Any cutting, pruning, or removal or trees or significant ground cover within said NGPA's, any improvements made in said areas, or any uses made of such areas shall be strictly in compliance with any applicable governmental rules or regulations governing said NGPA's, any rules or regulations laid down in the easements or deed restrictions creating said NGPA's, or rules and regulations established by the Board concerning the NGPA's within the Common Properties.

6.32.2 The Declarant or the Association may make improvements within the Native Growth Protection Areas so long as such improvements are in compliance with any governmental rules and regulations applicable to said NGPA's, including, without limitation:

(a) Recreation areas and facilities, streets, vehicular access ways, pedestrian and bicycle paths, and other walks, driveways and utility service paths;

(b) Utility transmission lines, including sanitary sewer, water, natural gas, telephone, cable television, or other utility lines, together with facilities and appurtenances related thereto; and

(c) Stormwater retention/detention ponds or basins, stormwater drainage lines, and all other elements, appurtenances and facilities of the stormwater drainage system.

6.33 Construction and Sale Period. Until Declarant's right unilaterally to subject property to this Declaration as provided in Article 9 terminates and thereafter so long as Declarant owns any property in the Community for development and/or sale, the restrictions set forth in this Article 6 shall not be applied or interpreted so as to prevent, hinder or

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interfere with development, construction and sales activities of Declarant or any builder or developer approved by Declarant.

ARTICLE 7

INSURANCE AND CASUALTY LOSSES

7.1 Insurance Coverage. The Board of Directors or the duly authorized agent of the Association shall have the authority to and shall obtain or cause to be obtained insurance as follows:

7.1.1 The Board shall obtain insurance on all insurable buildings and, where the Board deems there to be a reasonable risk, other substantial structures whether or not such buildings or structures are located on the Common Property and which the Association is obligated to maintain. Insurance on buildings shall provide, at minimum, fire and extended coverage, including vandalism and malicious mischief, and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Insurance on other substantial structures shall cover those risks deemed advisable by the Board and shall be in such amounts as are deemed advisable by the Board. The Board may insure other types of improvements, including entry monuments, landscaping, and the like, as it deems advisable. With respect to such other improvements, the Board shall determine the risks to be insured and the amounts of insurance to be carried.

7.1.2 The Board shall obtain a public liability policy applicable to the Common Property covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents, and, if reasonably available, directors' and officers' liability insurance. The pubic liability policy shall have a combined single limit of at least One Million Dollars ($1,000,000.00).

7.1.3 The Board is hereby authorized to contract with or otherwise arrange to obtain the insurance coverage required hereunder through the Declarant and to reimburse Declarant for the cost thereof, and Declarant shall be authorized, but not obligated, to purchase such insurance coverage for the benefit of the Association and the Owners upon Declarant and the Association agreeing upon the terms and conditions applicable to reimbursement by the Association for costs incurred by Declarant in obtaining such coverage. Notwithstanding anything contained in this Declaration to the contrary, the Board shall not be required to comply with the provisions of this Article if the

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Board has contracted for or otherwise arranged to obtain the required insurance coverage through the Declarant.

7.1.4 Premiums for all insurance shall be common expenses of the Association. The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

7.1.5 In the event insurance premiums in connection with the insurance required by this Article 7 become prohibitive, in the judgment of the Board, the Board may with approval of seventy-five percent (75%) of the Total Association Vote reduce the amount of the required insurance, self-insure itself, or discontinue the insurance all together.

7.2 Policy Requirements. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association, as trustee for the respective benefitted parties. Such insurance shall be governed by the provisions hereinafter set forth:

7.2.1 All policies shall be written with a company authorized to do business in Washington.

7.2.2 Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

7.2.3 In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees, and the insurance carried by the Association shall be primary.

7.2.4 All casualty insurance policies shall have an inflation guard endorsement and an agreed amount endorsement if these are reasonably available and all insurance policies shall be reviewed annually by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in Snohomish County.

7.3 Other Insurance. In addition to the other insurance required by this Article 7, the Board shall obtain worker's compensation insurance, if and to the extent necessary to satisfy the requirements of applicable laws. The Board may, in its discretion, obtain a fidelity bond or bonds on directors,

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officers, employees, and other persons handling or responsible for the Association's funds, if reasonably available. The Association shall obtain additional insurance coverage, if and to the extent necessary to satisfy the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the U.S. Department of Veterans Affairs, or the U.S. Department of Housing and Urban Development.

7.4 Individual Insurance. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner acknowledges that the Association has no obligation to provide any insurance for any portion of individual Lots, and each Owner covenants and agrees with all other Owners and with the Association that each Owner shall at a minimum, carry fire and extended coverage casualty insurance on the Lot and all structures constructed thereon in an amount sufficient to cover the full replacement costs of any repair or reconstruction in the event of damage or destruction from any such hazard.

7.5 Damage and Destruction -- Insured by Association.

7.5.1 Immediately after damage or destruction by fire or other casualty to all or any portion of any improvement covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. The Board of Directors shall have the enforcement powers specified in Section 7.2 of this Declaration necessary to enforce this provision.

7.5.2 Any damage or destruction to property covered by insurance written in the name of the Association shall be repaired or reconstructed unless, within sixty (60) days after the casualty, at least seventy-five percent (75%) of the Total Association Vote otherwise agree. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. No Mortgagee shall have the right to participate in the determination of whether damage or destruction shall be repaired or reconstructed.

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7.5.3 If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Association's members, levy a special assessment against all Owners in proportion to the number of Lots owned by such Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited to the benefit of the Association.

7.5.4 In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the property shall be restored to its natural state and maintained as an undeveloped portion of the Community by the Association in a neat and attractive condition.

7.6 Damage and Destruction -- Insured by Owners. The damage or destruction by fire or other casualty to all or any portion of any improvement on a Lot shall be repaired by the Owner thereof within seventy-five (75) days after such damage or destruction or, where repairs cannot be completed within seventy-five (75) days, they shall be commenced within such period and shall be completed within a reasonable time thereafter. Alternatively, the Owner may elect to demolish all improvements on the Lot and remove all debris therefrom within seventy-five (75) days after such damage or destruction. In the event of noncompliance with this provision, the Board of Directors shall have all enforcement powers specified herein.

7.7 Insurance Deductible. The deductible for any casualty insurance policy carried by the Association shall, in the event of damage or destruction, be allocated among the Persons who are responsible hereunder, or be a common expense of the Association.

ARTICLE 8

CONDEMNATION

In the event of a taking by eminent domain of any portion of the Common Property on which improvements have been constructed, then, unless within sixty (60) days after such taking, at least seventy-five percent (75%) of the Total Association Vote shall otherwise agree, the Association shall

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restore or replace such improvements so taken on the remaining land included in the Common Property to the extent lands are available therefor. The provisions of Section 7.5, above, applicable to Common Property improvements damage, shall govern replacement or restoration and the actions to be taken in the event that the improvements are not restored or replaced.

ARTICLE 9

ANNEXATION OF ADDITIONAL PROPERTY

9.1 Unilateral Annexation by Declarant.

9.1.1 As the owner thereof or, if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege, and option from time to time at any time until fifteen (15) years after the recording of this Declaration to subject all or any portion of the real property described in Exhibit B, attached hereto and by reference made a part hereof to the provisions of this Declaration and the jurisdiction of the Association by recording a Supplementary Declaration describing the property being subjected. Any such annexation shall be effective upon the filing for record of such Supplementary Declaration unless otherwise provided therein. As long as covenants applicable to the real property previously subjected to this Declaration are not changed, the Declarant may unilaterally amend this Declaration to reflect the different character of any such annexed real property.

9.1.2 The rights reserved unto Declarant to subject additional land to the Declaration shall not impose any obligation upon Declarant to subject any of such additional land to this Declaration or to the jurisdiction of the Association. If such additional land is not subjected to this Declaration, Declarant's reserved rights shall not impose any obligation on Declarant to impose any covenants and restrictions similar to those contained herein upon such additional land nor shall such rights in any manner limit or restrict the use to which such additional land may be put by Declarant or any subsequent owner thereof, whether such uses are consistent with the covenants and restrictions imposed hereby or not.

9.2 Other Annexation. Subject to the consent of the owner(s) thereof and the consent of the Declarant (so long as the Declarant owns any property for development and/or sale in the Community or has the right to unilaterally annex additional property to the Community), upon the affirmative vote or written consent, or any combination thereof, of seventy-five percent (75%) of the Total Association Vote, the Association may annex

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real property to the provisions of this Declaration and the jurisdiction of the Association by filing for record a Supplementary Declaration describing the property being annexed. Any such Supplementary Declaration shall be signed by the President of the Association whose signature shall be attested by the Secretary of the Association, and any such annexation shall be effective only upon the filing for record of such Supplementary Declaration, unless a later effective date is provided therein.

ARTICLE 10

MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders of first Mortgages on Lots in the Community. The provisions of this Article apply to both this Declaration and to the Bylaws, notwithstanding any other provisions contained therein.

10.1 Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage, who provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Lot number, therefore becoming an "eligible holder"), will be entitled to timely written report as to the current status of said Lot with respect to the following:

10.1.1 Any condemnation loss or any casualty loss which affects a material portion of the Community or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;

10.1.2 Any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the Mortgage of such eligible holder.

10.2 No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Property.

10.3 Notice to Association. Upon request, each Lot Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

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10.4 VA/HUD Approval. As long as the Declarant has the right to appoint and remove the directors of the Association and so long as the project is approved by the U.S. Department of Housing and Urban Development ("HUD") for insuring or the U.S. Department of Veterans Affairs ("VA") for guaranteeing any Mortgage in the Community the following actions shall require the prior approval of the VA and/or HUD as applicable: annexation of additional property to the Community, except for annexation by Declarant in accordance with Section 9.1 hereof; dedication of Common Property to any public entity; mergers and consolidations; dissolution of the Association, and material amendment of the Declaration, Bylaws or Articles of Incorporation.

10.5 Applicability of Article 10. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, Bylaws, or Washington law for any of the acts set out in this Article.

10.6 Amendments by Board. Should the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, HUD or VA subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

ARTICLE 11

EASEMENTS

11.1 Easements for Use and Enjoyment.

11.1.1 Every Owner of a Lot shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to each Lot, subject to the following provisions:

11.1.1.1 the right of the Association to charge reasonable fees for the use of any portion of the Common Property, to limit the number of guests of Lot Owners and tenants who may use the Common Property, and to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by an Owner, his family, tenants, guests, and invitees;

11.1.1.2 the right of the Association to suspend the voting rights of an Owner and the right of an Owner to use the recreational facilities available for use by the Community, if any, for any period during which any assessment

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against such Owner's Lot which is hereby provided for remains unpaid; and, for a reasonable period of time for an infraction of the Declaration, Bylaws, or rules and regulations;

11.1.1.3 the right of the Association to borrow money for the purpose of improving the Common Property, or any portion thereof, or for construction, repairing or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a Mortgage conveying all or any portion of the Common Property; provided, however, the lien and encumbrance of any such Mortgage given by the Association shall be subject and subordinate to any rights, interests, options, easements and privileges herein reserved or established for the benefit of Declarant, or any Lot or Lot Owner, or the holder of any Mortgage, irrespective of when executed, given by Declarant or any Lot Owner encumbering any Lot or other property located within the Community; and

11.1.1.4 the right of the Association to dedicate or transfer all or any portion of the Common Property subject to such conditions as may be agreed to by the members of the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been approved by the affirmative vote of at least seventy-five percent (75%) of the Total Association Vote; provided, however, that during the Development Period, Declarant may, on its sole signature, dedicate or transfer portions of the Common Property, including, without limitation, adjustment of the Community boundary with the Golf Course or with adjoining property owned by utilities or governmental agencies, so long as such transfer or dedication does not materially and adversely affect the Association or any Lot Owner. During the Development Period, Declarant may also, on its sole signature, dedicate or transfer Common Property consisting primarily of utility systems to be owned and maintained by said utility jurisdictions.

11.1.2 Any Lot Owner may delegate such Owner's right of use and enjoyment in and to the Common Property and facilities located thereon to the members of such Owner's family and to such Owner's tenants and guests and shall be deemed to have made a delegation of all such rights to the Occupants of such Owner's Lot, if leased.

11.2 Easements for Utilities. There is hereby reserved to the Declarant and the Association blanket easements upon, across, above and under all property within the Community for access,

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ingress, egress, installation, repairing, replacing, and maintaining all utilities serving the Community or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, as well as storm drainage and any other service such as, but not limited to, a master television antenna system, cable television system, or security system which the Declarant or the Association might decide to have installed to serve the Community. It shall be expressly permissible for the Declarant, the Association, or the designee of either, as the case may be, to install, repair, replace, and maintain or to authorize the installation, repairing, replacing, and maintaining of such wires, conduits, cables and other equipment related to the providing of any such utility or service. This easement shall be utilized so as to not unreasonably interfere with improvements constructed upon any Lot and the building envelope for any unimproved Lot. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Board shall have the right to grant such easement.

11.3 Easement for Entry. In addition to the right of the Board to exercise self-help as provided in Section 12.2, hereof, the Board shall have the right, but shall not be obligated, to enter upon any property within the Community for emergency, security, and safety reasons, which right may be exercised by police officers, fire fighters, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner, and the entering party shall be responsible for any damage caused. This right of entry shall include the right of the Board to enter to cure any condition which may increase the possibility of a fire, slope erosion, or other hazard in the event an Owner or Occupant fails or refuses to cure the condition upon request by the Board.

11.4 Easement for Maintenance. Declarant hereby expressly reserves a perpetual easement for the benefit of the Association across such portions of the Community, determined in the sole discretion of the Association, as are necessary to allow for the maintenance required under Article 5. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment of Owner's property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

11.5 Easement for Entry Features. There is hereby reserved to the Declarant and the Association an easement for ingress, egress, installation, construction, landscaping and maintenance of entry features and similar street-scapes for the Community, as more fully described on the recorded subdivision plats for the

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Community or any other recorded instrument, easement or conveyance. The easement and right herein reserved shall include the right to cut, remove and plant trees, shrubbery, flowers and other vegetation around such entry features and the right to grade the land under and around such entry features.

11.6 Construction and Sale Period Easement. Notwithstanding any provisions contained in this Declaration, the Bylaws, Articles of Incorporation, use restrictions, rules and regulations, design guidelines, and any amendments thereto, until Declarant's right unilaterally to subject property to this Declaration as provided in Article 9 terminates and thereafter so long as Declarant owns any property in the Community for development and/or sale, Declarant reserves an easement across all Community property for Declarant and any builder or developer approved by Declarant to maintain and carry on, upon such portion of the Community as Declarant may reasonably deem necessary, such facilities and activities as in the sole opinion of Declarant may be required, convenient, or incidental to Declarant's and such builder's or developer's development, construction, and sales activities related to property described on Exhibit A and Exhibit B to this Declaration, including, but without limitation: the right of access, ingress and egress for vehicular and pedestrian traffic and construction activities over, under, on or in the Community, including, without limitation, any Lot; the right to tie into any portion of the Community with driveways, parking areas and walkways; the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services including, without limitation, electrical, telephone, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Community; the right to carry on sales and promotional activities in the Community; and the right to construct and operate business offices, signs, construction trailers, model residences, and sales offices. Declarant and any such builder or developer may use residences, offices, or other buildings owned or leased by Declarant or such builder or developer as model residences and sales offices and may also use recreational facilities available for use by the Community as a sales office without charge. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense. During the Development Period, this Section shall not be amended without the Declarant's express written consent.

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ARTICLE 12

GENERAL PROVISIONS

12.1 Enforcement. Each Owner and Occupant shall comply strictly with the Association's Bylaws, rules and regulations, the use restrictions, as they may be lawfully amended or modified from time to time, and with the covenants, conditions, and restrictions set forth in this Declaration and in the deed to such Owner's Lot, if any. The Board of Directors may impose fines or other sanctions, which shall be collected as provided herein for the collection of assessments. Failure to comply with this Declaration, the Bylaws or the rules and regulations shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board of Directors, on behalf of the Association, or, in a proper case, by an aggrieved Owner. Failure by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Board shall have the right to record a notice of violation of the Declaration, Bylaws, rules and regulations, or design guidelines and to assess the cost of recording and removing such notice against the Owner who is responsible (or whose Occupants are responsible) for violating the foregoing.

12.2 Self-Help. In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon any Lot or any other portion of the Community to abate or remove, any structure, thing or condition which violates this Declaration, the Bylaws, or the Association's rules and regulations. Unless an emergency situation exists, the Board shall give the violating Owner ten (10) days' written notice of its intent to exercise self-help. Notwithstanding the foregoing, vehicles may be towed after reasonable notice. All costs of self-help, including, without limitation, reasonable attorneys' fees actually incurred, shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of assessments.

12.3 Duration. This Declaration shall run with and bind the Community, and shall inure to the benefit of and shall be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors, and assigns, perpetually to the extent provided by law; provided, however, so long as and to the extent that Washington law limits the period during which covenants restricting land to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land so long as permitted by such law, after which time, any such provision shall be (a) automatically extended (to the extent allowed by applicable law) for successive periods of ten (10)

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years, unless a written instrument reflecting disapproval signed by the then Owners of at least two-thirds (2/3) of the Lots and the Declarant (so long as the Declarant owns any property for development and/or sale in the Community or has the right to unilaterally annex additional property to the Community) has been recorded within the year immediately preceding the beginning of a ten (10) year renewal period agreeing to change such provisions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated to the extent specified therein; or (b) extended as otherwise provided by law. Every purchaser or grantee of any interest (including, without limitation, a security interest) in any real property subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that such provisions of this Declaration may be extended and renewed as provided in this Section.

12.4 Amendments.

12.4.1 This Declaration may be amended unilaterally at any time and from time to time by Declarant (i) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (ii) if such amendment is necessary to enable any title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (iii) if such amendment is required by an institutional or governmental lender or purchaser or mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the Lots subject to this Declaration; or (iv) if such amendment is necessary to enable any governmental agency or private insurance company to insure or guarantee Mortgage loans on the Lots subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's Lot unless any such Lot Owner shall consent thereto in writing. Further, so long as Declarant owns any property for development and/or sale in the Community or has the right unilaterally to subject additional property to this Declaration as provided in Article 9 hereof, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Lot Owners hereunder, nor shall it adversely affect title to any Lot without the consent of the affected Lot Owner.

12.4.2 This Declaration may also be amended upon the affirmative vote or written consent, or any combination thereof, of the Owners of at least seventy-five percent (75%) of the

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Total Association Vote and the consent of Declarant (so long as the Declarant owns any property for development and/or sale in the Community or has the right to unilaterally annex additional property to the Community). Amendments to this Declaration shall become effective upon recordation, unless a later effective date is specified therein.

12.5 Partition. The Common Property shall remain undivided, and no Owner nor any other Person shall bring any action for partition or division of the whole or any part thereof without the written consent of all Owners of all portions of the property located within the Community and without the written consent of all holders of all Mortgages encumbering any portion of the property, including, but not necessarily limited to, the Lots located within the Community.

12.6 Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

12.7 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

12.8 Captions. The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

12.9 Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of the individual signing this Declaration.

12.10 Indemnification. To the fullest extent allowed by applicable Washington law, the Association shall indemnify every officer and director against any and all expenses, including, without limitation, attorneys' fees, imposed upon or reasonably incurred by any officer or director in connection with any

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action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which such officer or director may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association may, at the discretion of the Board, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

12.11 Books and Records.

12.11.1 Inspection by Members and Mortgagees. This Declaration, the Bylaws, copies of rules and use restrictions, membership register, books of account, and minutes of meetings of the members of the Board and of committees shall be made available for inspection and copying by any member of the Association or by the duly appointed representative of any member and by holders, insurers, or guarantors of any first Mortgage at any reasonable time and for a purpose reasonably related to such Person's interest as a member or holder, insurer, or guarantor of a first Mortgage at the office of the Association or at such other reasonable place as the Board shall prescribe.

12.11.2 Rules for Inspection. The Board shall establish reasonable rules with respect to (i) notice to be given to the custodian of the records; (ii) hours and days of the week when such an inspection may be made; and (iii) payment of the cost of reproducing copies of documents.

12.11.3 Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extra copies of documents at the reasonable expense of the Association.

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12.12 Financial Review. A review of the books and records of the Association shall be made annually in the manner as the Board of Directors may decide; provided, however, after having received the Board's financial statements at the annual meeting, by a majority of the Total Association Vote, the Owners may require that the accounts of the Association be audited as a common expense by a certified public accountant. Upon written request of any institutional holder of a first Mortgage and upon payment of all necessary costs, such holder shall be entitled to receive a copy of audited financial statements within ninety (90) days of the date of the request.

12.13 Notice of Sale, Lease or Acquisition. In the event an Owner sells or leases such Owner's Lot, the Owner shall give to the Association, in writing, prior to the effective date of such sale or lease, the name of the purchaser or lessee of the Lot and such other information as the Board may reasonably require. Upon acquisition of a Lot each new Owner shall give the Association, in writing, the name and mailing address of the Owner and such other information as the Board may reasonably require.

12.14 Agreements. Subject to the prior approval of Declarant (so long as Declarant owns any property for development and/or sale in the Community or has the right to unilaterally annex additional property to the Community) all agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board of Directors shall be binding upon all Owners, their heirs, legal representatives, successors, assigns, and others having an interest in the Community or the privilege of possession and enjoyment of any part of the Community.

12.15 Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration, the Bylaws, the Articles of Incorporation, any use restriction or rule, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

12.16 Variances. Notwithstanding anything to the contrary contained herein, the Board of Directors or its designee shall be authorized to grant individual variances from any of the provisions of this Declaration, the Bylaws and any rule, regulation or use restriction established pursuant thereto if it determines that waiver of application or enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the Community.

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12.17 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by at least seventy-five percent (75%) of the Total Association Vote. This Section shall not apply, however, to (i) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (ii) the imposition and collection of assessments as provided in Article 4 hereof, (iii) proceedings involving challenges to ad valorem taxation, or (iv) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant pursuant to Section 12.4, hereof, or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

EXECUTED the day and year first above written.

DECLARANT:

LOZIER HOMES CORPORATION,
a Washington corporation

By _____
Its President

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 25th day of January, 1993, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared David W. Lozier, Jr., to me known to be the President of LOZIER HOMES CORPORATION, a Washington corporation, 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/she] was authorized to execute the said instrument.

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

_____
NOTARY PUBLIC in and for the State of Washington, residing at Issaquah.
My commission expires 7-31-96.

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EXHIBIT A

PROPERTY SUBMITTED TO THIS DECLARATION OF PROTECTIVE COVENANTS UPON RECORDING

THOSE PORTIONS OF SECTIONS 28 AND 29, TOWNSHIP 28 NORTH, RANGE 4 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ONE CLUB HOUSE LANE DIVISION 1, AS RECORDED UNDER RECORDING NO. 9111085004, VOLUME 52 OF PLATS, PAGES 223-226, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

ONE CLUB HOUSE LANE DIVISION 2, AS RECORDED UNDER RECORDING NO. 9201295007, VOLUME 52 OF PLATS, PAGES 287-289, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

ONE CLUB HOUSE LANE DIVISION 3, AS RECORDED UNDER RECORDING NO. 9211045002, VOLUME 54 OF PLATS, PAGES 85-88, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

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EXHIBIT B

ADDITIONAL PROPERTY
WHICH MAY UNILATERALLY BE SUBMITTED TO THIS
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
BY DECLARANT

ANY PORTION OF SECTIONS 28 AND 29, TOWNSHIP 28 NORTH, RANGE 4 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS AND NOT PREVIOUSLY SUBMITTED TO THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, TOGETHER WITH ANY OTHER REAL PROPERTY LYING WITHIN 1,000 FEET OF THE BOUNDARIES OF SUCH PROPERTY:

HARBOUR POINTE SECTOR 12

Preliminary Plat Boundary

Those portions of the South half of the Southeast quarter and of the Southeast quarter of the Southwest quarter of Section 20, the Southwest quarter of the Southwest quarter of Section 21, the West half of the Northwest quarter of Section 28 and the East half of the Northeast quarter of Section 29, Township 28 North, Range 4 East, W.M., in Snohomish County, Washington, described as follows:

BEGINNING at the South quarter corner of said Section 20 on the North boundary of the plat of WindandTide Addition as recorded in Volume 12 of Plats, Page 49, Records of said County; thence N 88°48'08" W along said North boundary 206.27 feet; thence N 4°59'50" E 409.48 feet; thence N 23°44'56" W 110.23 feet; thence N 14°36'21" E 128.64 feet; thence N 4°04'25" W 166.89 feet to the most Southeasterly corner of Lot 4 on the boundary of Harbour Pointe Sector 11 Business Park, as recorded in Volume 47 of Plats, Pages 177 through 179, Records of said County; thence due North along said plat boundary 261.84 feet; thence due East along said plat boundary and the Easterly prolongation thereof, a total distance of 441.82 feet to the most Northwesterly corner of that certain tract of land designated as "Central Ravine" on survey map recorded under Recording No. 7812270293 in Book 8 of Surveys, Pages 296 and 297, Records of said County; thence in a general Easterly direction along the boundary of said ravine by the following courses and distances: S 24°37'17" W 229.66 feet, S 76°31'58" E 276.70 feet, S 66°40'07" E 187.94 feet, N 85°19'08" E 239.50 feet, S 84°47'28" E 209.61 feet, N 75°51'01" E 149.61 feet, S 87°15'34" E 118.10 feet, N 86°40'55" E 111.98 feet, N 73°50'15" E 345.19 feet, S 59°50'01" E 170.13 feet, S 87°42'41" E 227.92 feet, S 68°34'21" E 122.65 feet, N 74°14'02" E 132.82 feet, S 64°30'55" E 151.86 feet, S 74°44'44" E 195.36 feet, N 79°29'38" E 227.51 feet, S 68°54'55" E 221.70 feet and S 54°46'38" E 491.07 feet to intersect the Northwesterly margin of Harbour Pointe Blvd. at a point on a curve from which the center lies S 40°56'16" E 1222.00 feet distant; thence Southwesterly and Southerly along said road margin and along said curve to the left through a central angle of 66°33'50" an arc distance of 1419.67 feet to a point of tangency; thence S 17°30'06" E along said road margin 648.00 feet; thence S 72°29'54" W 58.00 feet to the beginning of a curve to the left with a radius of 300.00 feet; thence Southwesterly along said curve through a central angle of 44°09'54" an arc distance of 231.25 feet to a point of tangency; thence S 28°20'00" W 165.00 feet to the beginning of a curve to the right with a radius of 1000.00 feet; thence Southwesterly along said curve through a

central angle of 11°40'00" an arc distance of 203.62 feet to a point of tangency; thence S 40°00'00" W 125.17 feet; thence N 47°00'00" W 235.28 feet; thence N 42°01'49" W 115.43 feet; thence N 43°00'00" E 90.00 feet; thence N 47°00'00" W 450.00 feet; thence S 43°00'00" W 25.00 feet; thence N 66°00'00" W 120.00 feet; thence N 75°00'00" W 160.00 feet; thence N 48°00'00" W 155.00 feet; thence S 69°00'00" W 110.00 feet; thence S 1°30'00" W 300.00 feet; thence N 41°00'00" W 90.00 feet; thence N 74°00'00" W 40.00 feet; thence N 4°00'00" E 225.00 feet; thence N 53°03'36" W 156.83 feet; thence N 88°56'05" W 320.00 feet to a point on the East boundary of said plat of WindandTide Addition; thence N 1°03'55" E along said plat boundary 203.69 feet to intersect the Southerly margin of Clear View Drive, as conveyed to Snohomish County by deed recorded in Volume 391 of Deeds, Page 499, Records of said County; thence along the Southerly and Easterly margin of said road by the following courses and distances: N 79°01'58" E 175.15 feet to the beginning of a curve to the left with a radius of 195.00 feet, Northeasterly, Northerly and Northwesterly along said curve through a central angle of 133°08'30" an arc distance of 453.13 feet to a point of tangency, N 54°06'32" W 200.80 feet; to the beginning of a curve to the right with a radius of 110.00 feet, Northwesterly and Northerly along said curve through a central angle of 55°10'27" an arc distance of 105.93 feet to a point of tangency, and N 1°03'55" E 486.05 feet to the South line of said Section 20; thence N 88°48'08" W along said South line and the North boundary of said plat of WindandTide a distance of 1351.40 feet to the POINT OF BEGINNING.

HARBOUR POINTE SECTOR 17

Preliminary Boundary Description

Those portions of the Southwest quarter of the Northwest quarter and the West half of the Southwest quarter of Section 28 and of the East half of Section 29, Township 28 North, Range 4 East, W.M., in Snohomish County, Washington, more particularly described as follows:

BEGINNING at the point of intersection of the East and West centerline of said Section 29 with the East boundary of the plat of Windandtide, according to the plat thereof recorded in Volume 32 of Plats, Page 49, Records of said County; thence N 1°03'55" E along said plat boundary 1361.82 feet; thence S 88°56'05" E 320.00 feet; thence S 53°03'36" E 156.83 feet; thence S 4°00'00" W 225.00 feet; thence S 74°00'00" E 40.00 feet; thence S 41°00'00" E 90.00 feet; thence N 1°30'00" E 300.00 feet; thence N 69°00'00" E 110.00 feet; thence S 48°00'00" E 155.00 feet; thence S 75°00'00" E 160.00 feet; thence S 66°00'00" E 120.00 feet; thence N 43°00'00" E 25.00 feet; thence S 47°00'00" E 450.00 feet; thence S 43°00'00" W 90.00 feet; thence S 42°01'49" E 115.43 feet; thence S 47°00'00" E 235.28 feet; thence N 40°00'00" E 125.17 feet to the beginning of a curve to the left with a radius of 1000.00 feet; thence Northeasterly along said curve through a central angle of 11°40'00" an arc distance of 203.62 feet to a point of tangency; thence N 28°20'00" E 165.00 feet to the beginning of a curve to the right with a radius of 300.00 feet; thence Northeasterly along

said curve through a central angle of 44°09'54" an arc distance of 231.25 feet to a point of tangency; thence N 72°29'54" E 58.00 feet to the Westerly margin of Harbour Point Blvd., 80.00 feet in width, as shown on survey recorded in Volume 22 of Surveys, Page 101, Records of said County; thence S 17°30'06" E along said road margin 265.00 feet to the beginning of a curve to the left with a radius of 1367.00 feet; thence Southerly along said road margin and curve through a central angle of 25°54'24" an arc distance of 618.10 feet; thence leaving said road margin, S 22°40'00" W 2239.83 feet to a point on the Northerly boundary of that certain tract of land designated "South Gulch Area", as shown on survey recorded in Book 8 of Surveys, Pages 290 through 295, Records of said County; thence along the boundary of said tract by the following courses and distances: S 88°33'04" W 318.44 feet, S 11°21'24" W 297.03 feet, S 28°54'14" W 153.36 feet, S 75°49'07" W 289.22 feet, N 13°18'29" W 309.93 feet, N 31°21'21" W 204.32 feet, S 81°36'34" W 311.44 feet, N 79°29'17" W 371.38 feet, N 6°39'28" E 292.75 feet, N 49°54'38" E 392.24 feet, N 1°58'41" W 219.16 feet, N 18°17'16" W 157.64 feet, S 32°01'34" W 252.81 feet, and S 56°23'22" W 236.80 feet to a point on the East boundary of said plat of Hindandtide; thence N 0°58'12" E along said plat boundary 1197.18 feet to the POINT OF BEGINNING;

EXCEPT the West 30.00 feet thereof for road, less portions vacated by Ordinance 84-103 and 86-013.

TOGETHER WITH any portion of said vacated road acquired by operation of law.

AFTER RECORDING, PLEASE MAIL TO: LOZIER HOMES CORPORATION
1203 11 H AVENUE SE
BELLEVUE WA 98004

10-

CHICAGO TITLE INSURANCE COMPANY HAS PLACED THIS DOCUMENT OF RECORD AS A CUSTOMER COURTESY AND ACCEPTS NO LIABILITY FOR THE ACCURACY OR VALIDITY OF THE DOCUMENT.

RERECORD TO ADD EXHIBIT A (LEGAL)

CT 27692

'95 AUG -2 P4:06 RECORDED

AMENDATORY DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

ONE CLUB HOUSE LANE SOUTH ASSOCIATION

$$9502020165 Chicago Title Ins. Co. 1140226 9502020165

THIS AMENDATORY DECLARATION is made this 21st day of July, 1995, by LOZIER HOMES CORPORATION, a Washington corporation ("Declarant").

Declarant has determined, pursuant to section 12.4 of that certain Declaration of Covenants, Conditions and Restrictions for the Property known as One Club House Lane South, as recorded under Snohomish County Auditor's No. 9301250639 and as amended under Snohomish County Auditor's No. 9503170235 and 9503170236, (the "Declaration") that amendments to the Declaration are required to bring provisions of the Declaration into compliance with Engrossed Substitute House Bill No. 1471, passed by the 1995 Washington State Legislature.

NOW, THEREFORE, in accordance with the Declaration, Declarant hereby amends the sections of the Declaration set forth below to read follows:

3.2 Board Of Directors. The number of directors shall be as set forth in the Bylaws. The Board of Directors shall be elected by the Owners in accordance with the Bylaws.

3.3 Membership. Every person who is the record owner of a fee or undivided fee interest in any Lot that is subject to this Declaration shall be deemed to have a membership in the Association. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more Persons, shall have more than one (1) membership per Lot. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided in this Declaration and in the Bylaws. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The rights and privileges of membership, including the right to vote and to hold office, may be exercised by a member or the member's spouse, but in no

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event shall more than one (1) vote be cast nor office held for each Lot owned.

4.3 Computation. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year, which shall include a capital reserve in accordance with a capital budget separately prepared. The Board shall cause the budget and the assessments to be levied against each Lot for the following year to be delivered to each member at least thirty (30) days prior to the end of the current fiscal year. The budget and the assessment shall become effective unless disapproved at a meeting by a majority of the Total Association Vote. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

4.4 Revised Budget. If the financial circumstances of the Association materially change during any year, the Board may prepare a revised budget for the balance of the year. The Board shall cause the revised budget and assessments to be delivered to each member at least thirty (30) days before their effective date. Such revised budget and assessments shall become effective unless disapproved at a meeting by a majority of the Total Association Vote. If the revised budget is disapproved, the budget then in effect shall continue for the remainder of the year.

12.1 Enforcement. Each Owner and Occupant shall comply strictly with the Association's Bylaws, rules and regulations, the use restrictions, as they may be lawfully amended or modified from time to time, and with the covenants, conditions and restrictions set forth in this Declaration and in the deed to such Owner's lot, if any. The Board of Directors may impose fines or other sanctions pursuant to procedures established by the Bylaws, which may be collected as provided herein for the collection of assessments. Failure to comply with this Declaration, the Bylaws or the rules and regulations shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board of Directors, on behalf of the Association, or in a proper case, by an aggrieved Owner. Failure by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Board shall have the right to record a notice of violation of the Declaration, Bylaws, rules and regulations, or design guidelines and to

assess the cost of recording and removing such notice against the Owner who is responsible (or whose Occupants are responsible) for violating the foregoing.

By See Exhibit A

DECLARANT:

LOZIER HOMES CORPORATION, a Washington corporation

By _____

Its Michael D. Levy
Vice President

SUBSCRIBED AND SWORN to before me this 21st day of July, 1995

ALAN S. ROSENTHAL
Printed name

NOTARY PUBLIC in and for the State of Washington, residing at MERCER ISLAND
My Commission expires 7-5-97

9508020338

chlhoa.doc

9509220411

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EXHIBIT A

Property affected by Amendatory Declaration of Covenants, Conditions and Restrictions
for
One Club House Lane South Association

Lot 1 - 24, One Club House Lane Division 1, according to the plat thereof, recorded in Volume 52 of Plats, Pages 223 through 226, in Snohomish County, Washington.

Lot 1 - 27, One Club House Lane Division 2, according to the plat thereof, recorded in Volume 52 of Plats, Pages 287 through 289, in Snohomish County, Washington.

Lot 1 - 35, One Club House Lane Division 3, according to the plat thereof, recorded in Volume 54 of Plats, Pages 85 through 88, in Snohomish County, Washington.

Lot 1 - 7, One Club House Lane Division 7, according to the plat thereof, recorded in Volume 58 of Plats, Pages 223 through 225, in Snohomish County, Washington.

Lot 1 - 47, One Club House Lane Division 8, according to the plat thereof, recorded in Volume 58 of Plats, Pages 226 through 229, in Snohomish County, Washington.

BOB TERWILLIGER AUDITOR
SNOHOMISH COUNTY, WASH
'95 SEP 22 P2:03
RECORDED

ONE CLUB HOUSE LANE DIV. 1

(ALSO KNOWN AS HARBOUR POINTE SECTOR 17 DIV. 1)

W1/2 SEC. 28, TWP. 28 N., RGE. 4 E., W.M.

CITY OF MUKILTEO

SNOHOMISH COUNTY, WASHINGTON

COUNTY FILE NO. ZA 8910441

LEGAL DESCRIPTION

This plat of One Club House Lane Div. 1 embraces that portion of the West half of the West half of Section 28, Township 28 North, Range 4 East, W.M., in Snohomish County, Washington, described as follows:

COMMENCING at the Northwest corner of the plat of Waterford Park, recorded in Volume 48 Plats, pages 263 through 268, Records of said county, being a point on the arc of a curve from which the center lies N46°35'30"E 1,367.00 feet distant; thence northwesterly along the southwesterly margin of Harbour Pointe Blvd. and along said curve to the right through a central angle of 21°42'55" an arc length of 518.10 feet to the POINT OF BEGINNING; thence southeasterly along said road margin and curve to the left through a central angle of 10°21'56" an arc length of 247.31 feet to a point of cusp and a point on the arc of a curve from which the center lies S57°56'29"W 25.00 feet distant; thence westerly along said curve to the left through a central angle of 87°56'29" an arc length of 38.37 feet to a point of tangency; thence S60°00'00"W 28.90 feet to the beginning of a curve to the left with a radius of 275.00 feet; thence southwesterly along said curve through a central angle of 35°00'00" an arc length of 167.99 feet to a point of tangency; thence S25°00'00"W 989.00 feet to the beginning of a curve to the left with a radius of 25.00 feet; thence southeasterly along said curve through a central angle of 90°00'00" an arc length of 39.27 feet to a point of tangency; thence S65°00'00"E 113.58 feet; thence S67°20'00"E 245.84 feet to a point on the westerly boundary of said plat of Waterford Park; thence S22°40'00"W along said plat boundary 579.57 feet; thence N67°20'00"W 107.45 feet; thence N14°52'06"W 116.91 feet; thence N21°21'40"E 241.60 feet; thence N0°00'00"E 41.00 feet; thence N31°28'37"W 57.45 feet; thence N51°20'25"W 51.23 feet; thence N66°08'33"W 100.54 feet to intersect the arc of a curve at a point from which the center lies N60°11'57"W 1,525.00 feet distant; thence southwesterly along said curve to the right through a central angle of 1°29'22" an arc length of 39.64 feet; thence N54°20'36"W (N54°20'33"W Record) 168.73 feet; thence N25°00'00"E 655.89 feet; thence N26°04'16"E 605.27 feet; thence N45°22'52"E 87.83 feet; thence N37°05'18"E 187.17 feet to the POINT OF BEGINNING.

EASEMENT PROVISIONS

An easement shall be reserved for and granted to all utilities serving subject plat and their respective successors and assigns, under and upon the exterior 10 feet parallel with and adjoining the street frontage of all lots and tracts in which to install, lay, construct, renew, operate and maintain underground conduits, cables, pipe, and wires with necessary facilities and other equipment for the purpose of serving this subdivision and other property with electric, telephone, and utility service together with the right to enter upon the lots and tracts at all times for the purposes herein stated.

Drainage easements designated on the plat are hereby reserved for and granted to the City of Mukilteo except those designated on the plat as private easements, for the right of ingress and egress and the right to excavate, construct, operate, maintain, repair and/or rebuild an enclosed or open channel storm water conveyance system and/or drainage facilities, under, upon or through the drainage easement.

Private lot drainage easements shown hereon are for the benefit of adjacent lot owners in this plat only.

APPROVALS

Examined and approved this 17TH day of July, 1991

Harold E. Williams, P.E.
Snohomish County Director of Public Works

Examined and approved this 12 day of August, 1991.

Snohomish County Director, Dept. of Planning and Community Development

Examined, found to be in conformity with applicable zoning and other land use controls, and approved this 7 day of October, 1991.

Mayor, City of Mukilteo

TREASURER'S CERTIFICATE

I hereby certify that all state and county taxes heretofore levied against the property described herein, according to the books and records of my office, have been fully paid and discharged, including 1992 taxes. 7-18-91

KIRKE SIEVERS
Treasurer, Snohomish County
By: Nanci Salo
DEPUTY TREASURER

DEDICATION

KNOW ALL MEN BY THESE PRESENTS that Lozier Homes Corporation the undersigned owner, in fee simple of the land hereby platted, hereby declare this plat and dedicate to the use of the public forever all streets, avenues, places and sewer easements or whatever public property there is shown on the plat and the use for any and all public purposes not inconsistent with the use thereof for public highway purposes. Also, the right to make all necessary slopes for cuts and fills upon the lots, blocks, tracts, etc. shown on this plat in the reasonable original grading of all streets, avenues, places, etc. shown hereon. Also, the right to drain all streets over and across any lot or lots where water might take a natural course after the street or streets are graded. Also, all claims for damage against any governmental authority are waived which may be occasioned to the adjacent land by the established construction, drainage, and maintenance of said roads.

Following the original reasonable grading of the roads and ways shown hereon, no drainage water on any lot or lots shall be diverted or blocked from their natural course so as to discharge upon any public rights of way or to hamper proper road drainage. The owner of any lot or lots, prior to making any alteration in the drainage system after the recording of the plat, must make application to and receive approval from the Director of the Department of Public Works for said alteration. Any enclosing of drainage waters in culverts or drains or re-routing thereof across any lots, as may be undertaken by or for the owner of any lot, shall be done by and at the expense of such owner.

That said dedication to the public shall in no way be construed to permit a right of direct access to Harbour Pointe Boulevard from lot 1, nor shall the City of Mukilteo or any other local governmental agency within which the property is or may become located ever be required to grant a permit to build or construct an access of approach to said street from said lots.

The cost of constructing and maintaining all roads not herein dedicated as public roads shall be the obligation of all of the owners and the obligation to maintain shall be concurrently the obligation of any corporation in which title of the roads and streets may be held. In the event that the owners of any lots served by the roads or streets of this plat shall petition the council to include these roads or streets in the public road system, the petitioners shall be obligated to bring the same to City road standards applicable at the time of petition, in all respects, including dedication of right-of-way, prior to acceptance by the City.

Tract 999 is hereby dedicated to the owners of Lots 18, 19, 20, 21, 22, 23 and 24 with an equal and undivided 1/7th (one seventh) interest each for private roadway purposes. Said Lot owners shall be responsible for the perpetual maintenance of Tract 999.

IN WITNESS WHEREOF we have set our hands and seals this 15th day of February, 1991

LOZIER HOMES CORPORATION

BY: _____ TITLE: Vice President & Secretary

ACKNOWLEDGEMENTS

STATE OF WASHINGTON)ss
COUNTY OF King)

This is to certify that on this 15th day of FEBRUARY, 1991 before me, the undersigned, a Notary Public personally appeared MICHAEL D. LEVY of LOZIER HOMES Corporation, a Washington corporation, to me known to be the individual(s) who executed the within dedication, and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned and on oath stated that he is authorized to execute said instrument.

WITNESS my hand and official seal the day and year first above written.

Notary Public in and for the State of Washington,
residing at Kent

RECORDING CERTIFICATE 9111085004

Filed for record at the request of GROUP FOUR, INC. this 8th day of November, 1991, at 25 minutes past 2 PM and recorded in Volume 52 of Plats, pages 223-226 records of Snohomish County, Washington.

DEAN V. Williams
Snohomish County Auditor

By: Jacqueline Norman
Deputy Snohomish County Auditor

LAND SURVEYOR'S CERTIFICATE

I hereby certify that this plat of One Club House Lane Div. 1 is based upon an actual survey and subdivision of Section 28 Township 28 N. Range 4 E. W.M., as required by state statutes; that the angles, courses and distances are shown correctly thereon; that the monuments shall be set and the lot and tract corners shall be staked correctly on the ground and that I have fully complied with the provisions of the state and local statutes and regulations governing platting.

D. K. Roupe, Pro. Land Surveyor Certificate No. 9435

Feb 14 1991
Date

DERWIN K. ROUPE — STATE OF WASHINGTON — REGISTERED — PROFESSIONAL LAND SURVEYOR

INDEXING DATA: W1/2 SEC. 28, TWP. 28 N., RGE. 4 E., W.M.

GROUP FOUR, Inc.
16030 Juanita-Woodinville Way NE
Bothell, Washington 98011
(206)775-4581 * (206)362-4244 * FAX(206)362-3819
SURVEYING ENGINEERING PLANNING MANAGEMENT

JOB NO. 88-8066 DATE 2/1/91 SHEET NO.: 1 OF 4

223

ONE CLUB HOUSE LANE DIV. 1

(ALSO KNOWN AS HARBOUR POINTE SECTOR 17 DIV. 1)

W1/2 SEC. 28, TWP. 28 N., RGE. 4 E., W.M.

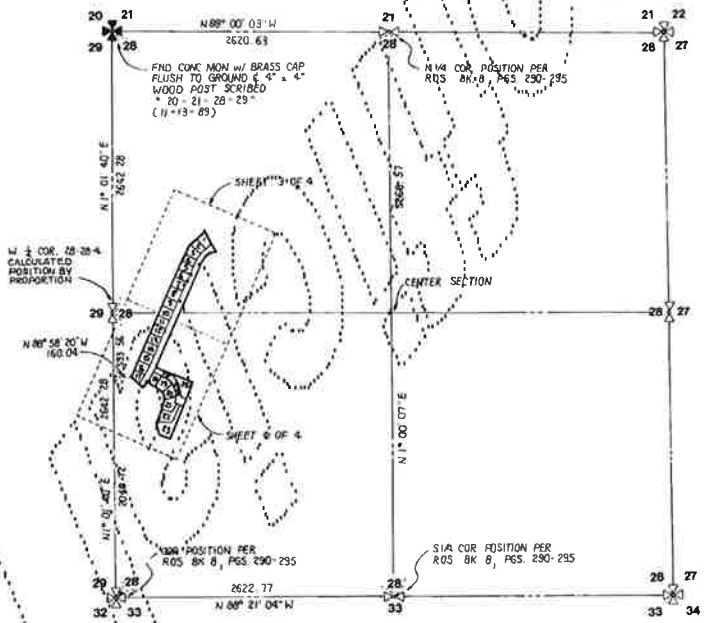
CITY OF MUKILTEO

SNOHOMISH COUNTY, WASHINGTON

COUNTY FILE NO. ZA 8910441

RESTRICTIONS

1. No further subdivision of any lot without resubmitting for formal plat procedure.
2. The sale or lease of less than a whole lot in any subdivision platted and filed under Title 19 of the Snohomish County Code is expressly prohibited except in compliance with Title 19 of the Snohomish County Code.
3. All landscaped areas in public right-of-ways shall be maintained by the developer and his successor(s) and may be reduced or eliminated if deemed necessary for or detrimental to City road purposes.
4. Prior approval must be obtained from the Director of Public Works before any structures, fill or obstructions, including fences are located within any drainage easement containing public utilities or delineated flood plain area.
5. No direct access from any lot in this subdivision shall be permitted to Harbour Pointe Boulevard.
6. Lots abutting golf course lands shall be subject to Covenants recorded under Auditor's File No. 8908230414.
7. Subject to a Road Improvements Agreement for improvements to Harbour Pointe Boulevard and Chennault Beach Road recorded under Auditor's File No. 8809020115.
8. Subject to the terms and provisions of the Sector Agreement recorded under Auditor's File No. 8908230415 relating to proposed easements, utility costs and road costs.
9. Subject to the terms and conditions of the Possession Shores Agreement and Chevron Agreement recorded under Auditor's File Nos. 7808310138 and 7808310140, respectively.
10. A minimum of 25% of all conifers having a trunk diameter of eight inches or greater at a height of three feet above ground shall be retained on each lot. As an alternative, a conifer eight feet or greater in height shall be planted to replace every such tree removed provided that the maximum number of replacement trees per lot shall be four. In no event shall there be less than four conifer trees remaining on any lot. Said replacement trees shall be planted prior to the issuance of an occupancy permit for each individual Lot.



SEC. 28, TWP. 28 N., RGE. 4 E., W.M.

SCALE: 1" = 800'

(SECTION BREAKDOWN FROM RECORD OF SURVEY, BOOK 8, PAGES 290 - 295)

NOTE: FOUND MONUMENTS ARE IN RECORD POSITION PER GROUP FOUR, INC. FIELD TRAVERSE USING 6" DIRECT READING THEODOLITE WITH E.D.M.

TRAVERSE CLOSURE EXCEEDS WAC-332-130-090.

EXCEPTIONS AND RESERVATIONS

Subject to exceptions and reservations contained in deed recorded under Auditor's File No. 7811300199, whereby Chevron U.S.A. Inc. reserved unto itself, its successors and assigns, all oil, gas and other hydrocarbons, geothermal resources as defined in Section 79.76.030, revised code of Washington, and all other minerals, whether similar to those herein specified or not within or that may be produced from said real property; provided, however, that all rights and interest in the surface of said real property are hereby conveyed to grantee. No right or interest of any kind therein, express or implied, being excepted or reserved to grantor except as hereinafter expressly set forth.

Also excepting and reserving to grantor, its successors and assigns, the sole and exclusive right from time to time to drill and maintain wells or other works into or through said real property below a depth of five hundred (500) feet and to produce, inject, store and remove from or through such wells or works, oil, gas and other substances of whatever nature, including the right to perform any and all operations deemed by grantor necessary or convenient for the exercise of such rights.

DISCLOSURE STATEMENT TO ALL PROSPECTIVE PURCHASERS OF PROPERTY IN SECTOR 17 (A PORTION OF COVENANTS RECORDED UNDER AUDITOR'S FILE NUMBER 8908230414.):

Declarant and the Golf Associates hereby disclose to owners and purchasers of lots, and particularly lots adjoining the Golf Course, that an active, eighteen hole golf course will be open to the public and is expected to receive heavy play by golfers of a wide range of skill levels. The Declarant and Golf Associates hereby place on notice the owner and purchaser of each lot situated within the immediate vicinity of the Golf Course that golf will be played on the Golf Course Property regularly and continuously during all daylight hours, that various maintenance activities including operation of irrigation systems and mowing equipment will occur on an ongoing basis, that golf balls frequently fly in varying directions and may land within a lot outside the boundaries of the golf course; that golf balls are hard and can cause damage to property and bodily injury to individuals who may be struck by such golf balls. Each owner is encouraged to take into consideration the existence of the golf course, the potential lines of flight of wayward golf shots, and other pertinent factors relating to the golf course, in the construction and siting of improvements and landscaping on said property.

D. K. ROUPE, PRO. LAND SURVEYOR
CERTIFICATE NO. 9435
GROUP FOUR, INC.
16030 JUANITA-WOODINVILLE WAY N.E.
BOTHELL, WASHINGTON 98011
PHONE: 362-4244 OR 775-4581
88-8066

Feb 14, 1991
DATE

AF # 9111085004

224

ONE CLUB HOUSE LANE DIV. 1

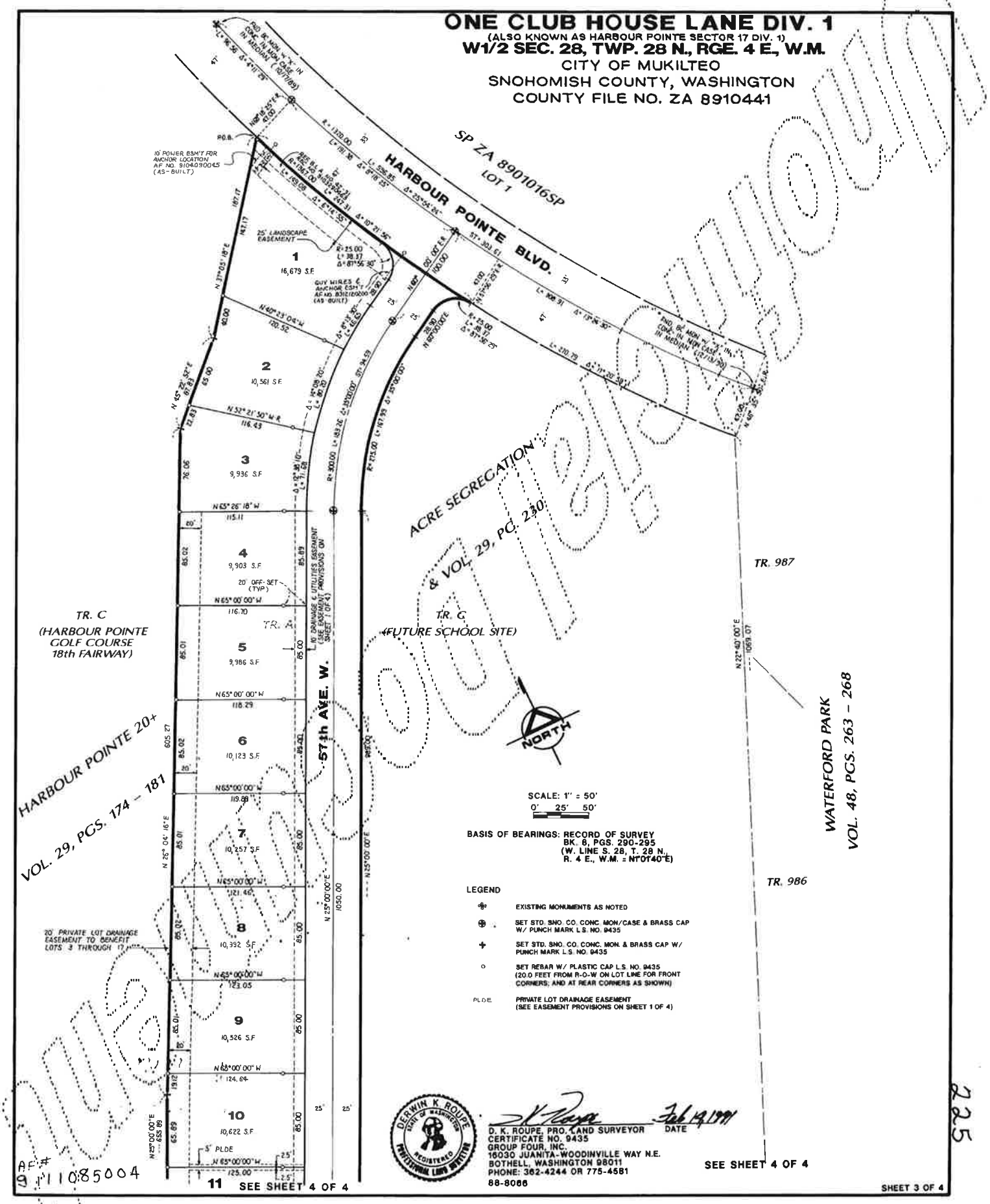
(ALSO KNOWN AS HARBOUR POINTE SECTOR 17 DIV. 1)

W1/2 SEC. 28, TWP. 28 N., RGE. 4 E., W.M.

CITY OF MUKILTEO

SNOHOMISH COUNTY, WASHINGTON

COUNTY FILE NO. ZA 8910441



SCALE: 1" = 50'

0' 25' 50'

BASIS OF BEARINGS: RECORD OF SURVEY
BK. 8, PGS. 290-295
(W. LINE S. 28, T. 28 N., R. 4 E., W.M. = N1°01'40"E)

LEGEND

- EXISTING MONUMENTS AS NOTED
- SET STD. SNO. CO. CONC. MON/CASE & BRASS CAP W/ PUNCH MARK L.S. NO. 9435
- SET STD. SNO. CO. CONC. MON. & BRASS CAP W/ PUNCH MARK L.S. NO. 9435
- SET REBAR W/ PLASTIC CAP L.S. NO. 9435 (20.0 FEET FROM R-O-W ON LOT LINE FOR FRONT CORNERS, AND AT REAR CORNERS AS SHOWN)
- PLDE — PRIVATE LOT DRAINAGE EASEMENT (SEE EASEMENT PROVISIONS ON SHEET 1 OF 4)

D. K. ROUPE, PRO. LAND SURVEYOR — DATE Feb 14, 1991

CERTIFICATE NO. 9435

GROUP FOUR, INC.

18030 JUANITA-WOODINVILLE WAY N.E.

BOTHELL, WASHINGTON 98011

PHONE: 362-4244 OR 775-4581

88-8066

AF# 9111085004

SEE SHEET 4 OF 4

SEE SHEET 4 OF 4

225

ONE CLUB HOUSE LANE DIV. 1

(ALSO KNOWN AS HARBOUR POINTE SECTOR 17 DIV. 1)

W1/2 SEC. 28, TWP. 28 N., RGE. 4 E., W.M.

CITY OF MUKILTEO

SNOHOMISH COUNTY, WASHINGTON

COUNTY FILE NO. ZA 8910441

SEE SHEET 3 OF 4

SEE SHEET 3 OF 4

LEGEND

- EXISTING MONUMENTS AS NOTED
- SET STD. SNO. CO. CONC. MON/CASE & BRASS CAP W/ PUNCH MARK L.S. NO. 9435
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- PLDE — PRIVATE LOT DRAINAGE EASEMENT (SEE EASEMENT PROVISIONS ON SHEET 1 OF 4)
- A.W.D. — ALDERWOOD WATER DISTRICT

TR. C (HARBOUR POINTE GOLF COURSE 18th FAIRWAY)

TR. C (FUTURE SCHOOL SITE)

TR. C (HARBOUR POINTE GOLF COURSE 17th FAIRWAY)

TR. A

TR. 997

TR. 996

57th AVE. W.

125th PL. S.W. TR. 999

HARBOUR POINTE

20+ ACRE SEGREGATION

WATERFORD PARK VOL. 48, PGS. 263 – 268

VOL. 29, PGS. 174 – 181

& VOL. 29 PG. 230

10 PRIVATE DRAINAGE EASEMENT TO BENEFIT LOTS 3 THROUGH 17

10 DRAINAGE & UTILITIES EASEMENT (SEE EASEMENT PROVISIONS ON SHEET 1 OF 4)

TR 999 - PRIVATE ROAD INGRESS, EGRESS, DRAINAGE & UTILITIES ESM'T AND SEWER & WATER ESM'T TO A.W.D.

45 RADIUS TEMPORARY TURNAROUND EASEMENT (THIS EASEMENT SHALL AUTOMATICALLY EXPIRE WHEN RIGHT-OF-WAY IS EXTENDED & MAINTAINED BY A PUBLIC AGENCY)

EX. DRAINAGE EASEMENT A.F.NO. 9105070581

EX. 20 SEWER ESM'T A.F. NO. 8909290531

EX. 15 SEWER ESM'T - A.F. NO. 8909290531

10 PRIVATE DRAIN ESM'T TO BENEFIT LOTS 18 THROUGH 21

10 JOINT SIDE SEWER ESM'T TO BENEFIT LOTS 22 & 23

100' DANGER TREE EASEMENT A.F. NO. 8312120199

27.5' ACCESS & UTILITIES EASEMENT

30' POWER LINE EASEMENT A.F. NO. 8312120194

LOT	AREA
10	10,625 S.F
11	10,625 S.F
12	10,625 S.F
13	10,625 S.F
14	10,625 S.F
15	10,625 S.F
16	10,496 S.F
17	11,147 S.F
18	12,329 S.F
19	12,412 S.F
20	12,245 S.F
21	13,268 S.F
22	21,978 S.F
23	35,672 S.F
24	16,600 S.F WATER ESM'T TO A.W.D.

SCALE: 1" = 50'

0' 25' 50'

NORTH

BASIS OF BEARINGS: RECORD OF SURVEY BK. 8, PGS. 290-295 (W. LINE S. 28, T. 28 N., R. 4 E., W.M. = N1°01'40"E)

DEPRIM K. ROUPE — LAND SURVEYOR — STATE OF WASHINGTON — REGISTERED LAND SURVEYOR

D.K. ROUPE, PRO. LAND SURVEYOR
CERTIFICATE NO. 9435
GROUP FOUR, INC.
16030 JUANITA-WOODINVILLE WAY NE
BOTHELL, WA. 98011
PHONE: 775-4581 OR 382-4244

88-8066

A.F.# 9111065004

ONE CLUB HOUSE LANE DIV. 2

(ALSO KNOWN AS HARBOUR POINTE SECTOR 17 DIV. 2)

NW1/4, SW1/4 SEC. 28, TWP. 28 N., RGE. 4 E., W.M. & NE1/4 , SE1/4 SEC. 29, TWP. 28 N., RGE. 4 E., W.M.

CITY OF MUKILTEO

SNOHOMISH COUNTY, WASHINGTON

COUNTY FILE NO. ZA 8910441

LEGAL DESCRIPTION

This plat of ONE CLUB HOUSE LANE DIV. 2 embraces that portion of the West half of the West half of Section 28, and of the East half of the East half of Section 29, Township 28 North, Range 4 East, W.M. in Snohomish County, Washington, described as follows:

COMMENCING at the Northwest corner of the plat of Waterford Park, recorded in Volume 48 of Plats, pages 263 through 268, records of said county; thence S22°40'00"W along the westerly boundary of said plat 1,669.07 feet to the most easterly corner of the plat of One Club House Lane Div. I recorded in Volume 52 of Plats, pages 223 through 226, records of said county; thence continuing S22°40'00"W along the boundary common to said plats 579.57 feet; thence along the boundary of said plat of One Club House Lane Div. I by the following courses and distances; N67°20'00"W 107.45 feet, N14°52'06"W 116.91 feet, N21°21'40"E 241.60 feet, N0°00'00"E 41.00 feet, N31°26'37"W 57.45 feet, N51°20'25"W 51.23 feet, N66°08'33"W 100.54 feet to intersect the arc of a curve at a point from which the center lies N60°11'57"W 1,526.00 feet distant, and southwesterly along said curve to the right through a central angel of 1°29'22" an arc length of 39.64 feet to the POINT OF BEGINNING; thence continuing southwesterly along said curve through a central angle of 4°42'35" an arc length of 125.36 feet to a point of compound curvature and the beginning of a curve to the right with a radius of 475.00 feet; thence southwesterly along said curve through a central angle of 14°90'39" an arc length of 116.15 feet; thence S54°00'00"E 79.13 feet; thence S14°55'58"W 122.08 feet; thence S34°18'28"W 129.81 feet; thence N61°55'22"W 143.69 feet; thence S85°52'16"W 52.71 feet; thence N80°36'38"W 133.99 feet; thence S4°52'30"W 17.54 feet; thence N86°55'50"W 140.14 feet; thence N62°09'05"W 55.70 feet; thence S89°32'16"W 139.64 feet; thence N2°10'04"W 183.81 feet; thence N8°41'44"E 343.96 feet; thence N5°23'08"E 3.46 feet; thence N88°31'55"E 120.86 feet; thence N79°30'56"E 51.98 feet; thence S85°49'13"E 95.02 feet; thence N89°34'58"E 85.44 feet; thence N87°49'32"E 204.50 feet; thence S9°07'13"W 43.00 feet; thence S54°20'36"E 224.00 feet to intersect the arc of a curve at a point from which the center lies N57°53'04"W 1475.00 feet distant; thence northeasterly along said curve to the left through a central angle of 0°58'24" an arc length of 25.06 feet to the southwesterly terminus of 57th Avenue West, as dedicated in said plat of One Club House Lane Div. I; thence S54°20'36"E along said southwesterly terminus 50.15 feet to the POINT OF BEGINNING.

EASEMENT PROVISIONS

An easement shall be reserved for and granted to all utilities serving subject plat and their respective successors and assigns, under and upon the exterior 10 feet parallel with and adjoining the street frontage of all lots and tracts in which to install, lay, construct, renew, operate and maintain underground conduits, cables, pipe, and wires with necessary facilities and other equipment for the purpose of serving this subdivision and other property with electric, telephone, and utility service together with the right to enter upon the lots and tracts at all times for the purposes herein stated.

Drainage easements designated on the plat are hereby reserved for and granted to the City of Mukilteo except those designated on the plat as private easements, for the right of ingress and egress and the right to excavate, construct, operate, maintain, repair and/or rebuild an enclosed or open channel storm water conveyance system and/or drainage facilities, under, upon or through the drainage easement.

Private lot drainage easements shown hereon are for the benefit of adjacent lot owners in this plat only.

EXCEPTIONS AND RESERVATIONS

Subject to exceptions and reservations contained in deed recorded under Auditor's File No. 7811300199, whereby Chevron U.S.A. Inc. reserved unto itself, its successors and assigns, all oil, gas and other hydrocarbons, geothermal resources as defined in Section 79.76.030, revised code of Washington, and all other minerals, whether similar to those herein specified or not within or that may be produced from said real property; provided, however, that all rights and interest in the surface of said real property are hereby conveyed to grantee, no right or interest of any kind therein, express or implied, being excepted or reserved to grantor except as hereinafter expressly set forth.

Also excepting and reserving to grantor, its successors and assigns, the sole and exclusive right from time to time to drill and maintain wells or other works in or through said real property below a depth of five hundred (500) feet and to produce, inject, store and remove from or through such wells or works, oil, gas and other substances of whatever nature, including the right to perform any and all operations deemed by grantor necessary or convenient for the exercise of such rights.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS that Lozier Homes Corporation, the undersigned owner, in fee simple of the land hereby platted, hereby declare this plat and dedicate to the use of the public forever all streets, avenues, places and sewer easements or whatever public property there is shown on the plat and the use for any and all public purposes not inconsistent with the use thereof for public highway purposes. Also, the right to make all necessary slopes for cuts and fills upon the lots, blocks, tracts, etc. shown on this plat in the reasonable original grading of all streets, avenues, places, etc. shown hereon. Also, the right to drain all streets over and across any lot or lots where water might take a natural course after the street or streets are graded. Also, all claims for damage against any governmental authority are waived which may be occasioned to the adjacent land by the established construction, drainage, and maintenance of said roads.

Following the original reasonable grading of the roads and ways shown hereon, no drainage water on any lot or lots shall be diverted or blocked from their natural course so as to discharge upon any public rights of way or to hamper proper road drainage. The owner of any lot or lots, prior to making any alteration in the drainage system after the recording of the plat, must make application to and receive approval from the Director of the Department of Public Works for said alteration. Any enclosing of drainage waters in culverts or drains or re-routing thereof across any lots, as may be undertaken by or for the owner of any lot, shall be done by and at the expense of such owner.

IN WITNESS WHEREOF we have set our hands and seals this 13th day of June, 1991.

LOZIER HOMES CORPORATION

BY: _____ TITLE: Vice President

APPROVALS

Examined and approved this 12th day of November, 1991.

Donald C. Abell, P.E.
Snohomish County Director of Public Works

Examined and approved this 10th day of December, 1991.

Snohomish County Director, Dept. of Planning and Community Development

Examined, found to be in conformity with applicable zoning and other land use controls, and approved this 21 day of January, 1992.

27/26 SF

Mayor, City of Mukilteo

ACKNOWLEDGEMENTS

STATE OF WASHINGTON)ss
COUNTY OF King)

This is to certify that on this 13th day of June, 1991 before me, the undersigned, a Notary Public personally appeared Michael D. Levy of Lozier Homes Corporation, a Washington corporation, to me known to be the individual(s) who executed the within dedication, and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned and on oath stated that he is authorized to execute said instrument.

WITNESS my hand and official seal the day and year first above written.

Darlene Schumacher
Notary Public in and for the State of Washington, residing at Kent

TREASURER'S CERTIFICATE

I hereby certify that all state and county taxes heretofore levied against the property described herein, according to the books and records of my office, have been fully paid and discharged, including 1992 taxes. 10-9-91 2-29-92

KIRKE SIEVERS
Treasurer, Snohomish County
By Nancy Lado
DEPUTY TREASURER

IN ACCORDANCE WITH RCW 58.08.040, ANY PERSON RECORDING A PLAT AFTER MAY 31st MUST PAY ADVANCE TAXES FOR THE NEXT YEAR.

9201295007

RECORDING CERTIFICATE

Filed for record at the request of GROUP FOUR, INC. this 29th day of Jan, 1992, at 43 minutes past 3 pm and recorded in Volume 52 of Plats, pages 287-289, records of Snohomish County, Washington.

Dean V. Williams
Snohomish County Auditor

By: Georgia A. Miller
Deputy Snohomish County Auditor

LAND SURVEYOR'S CERTIFICATE

I hereby certify that this plat of ONE CLUB HOUSE LANE DIV. 2 is based upon an actual survey and subdivision of Section 28 & 29, Township 28 N., Range 4 E., W.M., as required by state statutes; that the angles, courses and distances are shown correctly thereon; that the monuments shall be set and the lot and tract corners shall be staked correctly on the ground and that I have fully complied with the provisions of the state and local statutes and regulations governing platting.

D. K. Roupe, Pro. Land Surveyor

9435
Certificate No.

March 26, 1991
Date

DERWIN K ROUPE — STATE OF WASHINGTON — REGISTERED PROFESSIONAL LAND SURVEYOR

Indexing Data: NW1/4, SW1/4 SEC. 28 & NE1/4 SE1/4 SEC. 29, TWP. 28 N., RGE. 4 E., W.M.

GROUP FOUR, Inc.
18030 Juanita-Woodinville Way NE
Bothell, Washington 98011
(206)775-2581 • (206)362-4244 • FAX(206)362-3819
SURVEYING ENGINEERING PLANNING MANAGEMENT

Date: 3/1/91 Job No.: 88-8066 Sheet No.: 1 OF 3

ONE CLUB HOUSE LANE DIV. 2

(ALSO KNOWN AS HARBOUR POINTE SECTOR 17 DIV. 2)

NW1/4, SW1/4 SEC. 28, TWP. 28 N., RGE. 4 E., W.M. & NE1/4 , SE1/4 SEC. 29, TWP. 28 N., RGE. 4 E., W.M.

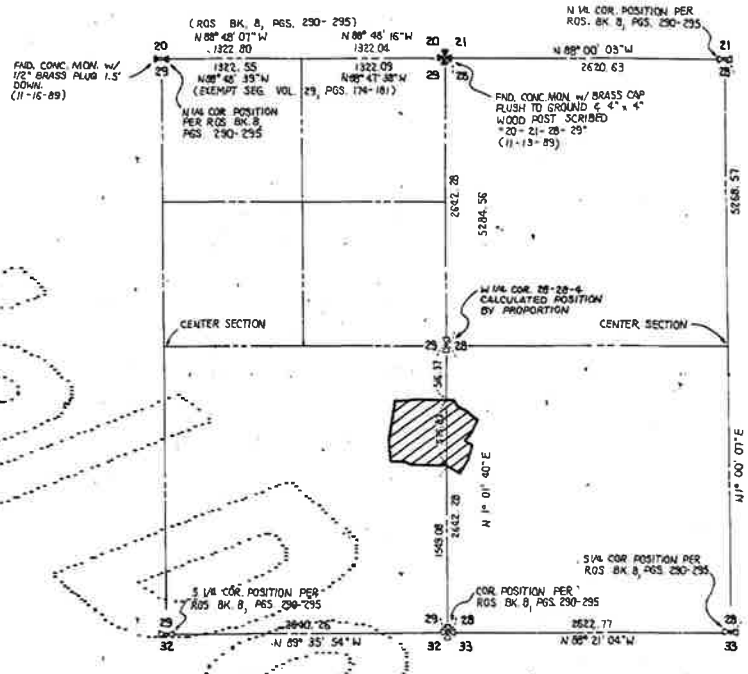
CITY OF MUKILTEO

SNOHOMISH COUNTY, WASHINGTON

COUNTY FILE NO. ZA 8910441

RESTRICTIONS

1. No further subdivision of any lot without resubmitting for formal plat procedure.
2. The sale or lease of less than a whole lot in any subdivision platted and filed under Title 19 of the Snohomish County Code is expressly prohibited except in compliance with Title 19 of the Snohomish County Code.
3. All landscaped areas in public right-of-ways shall be maintained by the developer and his successor(s) and may be reduced or eliminated if deemed necessary for or detrimental to City road purposes.
4. Prior approval must be obtained from the Director of Public Works before any structures, fill or obstructions, including fences are located within any drainage easement containing public utilities or delineated flood plain area.
5. Lots abutting golf course lands shall be subject to Covenants recorded under Auditor's File No. 8908230414. A copy of said document shall be provided to the prospective purchaser of said lots.
6. Subject to a Road Improvements Agreement for improvements to Harbour Pointe Boulevard and Chennault Beach Road recorded under Auditor's File No. 8809020115.
7. Subject to the terms and provisions of the Sector Agreement recorded under Auditor's File No. 8908230415 relating to proposed easements, utility costs and road costs.
8. Subject to the terms and conditions of the Possession Shores Agreement and Chevron Agreement recorded under Auditor's File Nos. 7808310138 and 7808310140, respectively.
9. A minimum of 25% of all conifers having a trunk diameter of eight inches or greater at a height of three feet above ground shall be retained on each lot. As an alternative, a conifer eight feet or greater in height shall be planted to replace every such tree removed provided that the maximum number of replacement trees per lot shall be four. In no event shall there be less than four conifer trees remaining on any lot. Said replacement trees shall be planted prior to the issuance of an occupancy permit for each individual lot.



W1/2 SEC. 28, TWP. 28 N., RGE. 4 E., W.M. &
E1/2 SEC. 29, TWP. 28 N., RGE. 4 E., W.M.

SCALE: 1" = 800'

(SECTION BREAKDOWN FROM RECORD OF SURVEY, BOOK 8, PAGES 290 - 295 & WATERFORD PARK, VOL. 48, PGS. 263 - 268)

NOTE: FOUND MONUMENTS ARE IN RECORD POSITION PER GROUP FOUR, INC. FIELD TRAVERSE USING 6" DIRECT READING THEODOLITE WITH E.D.M.

TRAVERSE CLOSURE EXCEEDS WAC-332-130-090.

DISCLOSURE STATEMENT TO ALL PROSPECTIVE PURCHASERS OF PROPERTY IN SECTOR 17 (A PORTION OF COVENANTS RECORDED UNDER AUDITOR'S FILE NUMBER 8908230414):

Declarant and the Golf Associates hereby disclose to owners and purchasers of lots, and particularly lots adjoining the Golf Course, that an active, eighteen hole golf course will be open to the public and is expected to receive heavy play by golfers of a wide range of skill levels. The Declarant and Golf Associates hereby place on notice the owner and purchaser of each lot situated within the immediate vicinity of the Golf Course that golf will be played on the Golf Course Property regularly and continuously during all daylight hours, that various maintenance activities including operation of irrigation systems and mowing equipment will occur on an ongoing basis; that golf balls frequently fly in varying directions and may land within a lot outside the boundaries of the golf courses; that golf balls are hard and can cause damage to property and bodily injury to individuals who may be struck by such golf balls. Each owner is encouraged to take into consideration the existence of the golf course, the potential lines of flight of wayward golf shots, and other pertinent factors relating to the golf course, in the construction and siting of improvements and landscaping of said property.

DERWIN K ROUPE STATE OF WASHINGTON REGISTERED PROFESSIONAL LAND SURVEYOR

D. K. ROUPE, PRO. LAND SURVEYOR — DATE

CERTIFICATE NO. 9435

88-8068

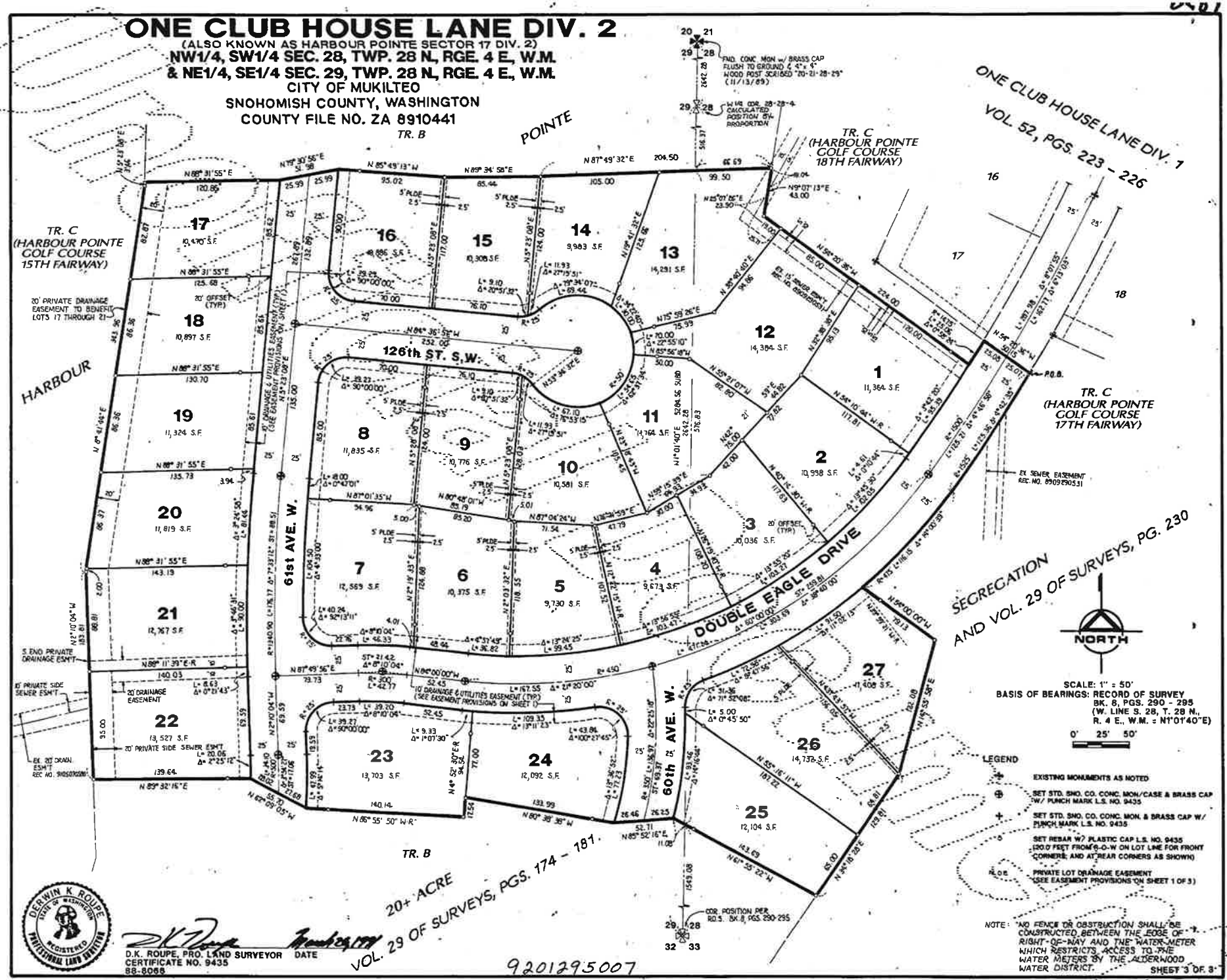
9201295007

ONE CLUB HOUSE LANE DIV. 2

(ALSO KNOWN AS HARBOUR POINTE SECTOR 17 DIV. 2)

NW1/4, SW1/4 SEC. 28, TWP. 28 N., RGE. 4 E., W.M.
& NE1/4, SE1/4 SEC. 29, TWP. 28 N., RGE. 4 E., W.M.

CITY OF MUKILTEO
SNOHOMISH COUNTY, WASHINGTON
COUNTY FILE NO. ZA 8910441



20+ ACRE

VOL. 29 OF SURVEYS, PGS. 174 - 181

DERWIN K. ROUPE STATE OF WASHINGTON REGISTERED PROFESSIONAL LAND SURVEYOR

D.K. ROUPE, PRO. LAND SURVEYOR DATE
CERTIFICATE NO. 9435
88-8068

9201295007

SHEET 3 OF 3

ONE CLUB HOUSE LANE DIV. 3

(ALSO KNOWN AS HARBOUR POINTE SECTOR 17, DIV. 3)

SW1/4 SEC. 28 & SE1/4 SEC. 29, TWP. 28N., RGE. 4E., W.M.

CITY OF MUKILTEO

SNOHOMISH COUNTY, WASHINGTON

COUNTY FILE NO. ZA9910441

DEDICATION

KNOWN ALL MEN BY THESE PRESENTS that Lozier Homes, Inc. the undersigned owner in fee simple of the land hereby platted, hereby declare this plat and dedicate to the use of the public forever all roads, easements and ways shown hereon, except those designated as private, with the right to make all necessary slopes for cuts and fills, and the right to continue to drain said roads and ways over and across any lot or lots where water might take a natural course, and the original reasonable grading of the roads and ways shown hereon.

Following the original reasonable grading of the roads and ways shown hereon, no drainage waters on any lot or lots shall be diverted or blocked from their natural course so as to discharge upon any public rights of way or to hamper proper road drainage. Any enclosing of drainage waters in culverts or drains or re-routing thereof across any lots, as may be undertaken by or for the owner of any lot, shall be done by and at the expense of such owner.

IN WITNESS WHEREOF we have set our hands and seals this _____ day of _____, 19____.

OWNER'S STATEMENT

Know all men by these presents that I, or we, the undersigned owner, or owners, in fee simple and encumbrances of the land hereby platted, declare that the subdivision as described by the following legal description has been made with his free consent and in accordance with the desires of the owner, or owners.

LOZIER HOMES CORPORATION

By: David W. Lozier Title: Pres.

ACKNOWLEDGMENT

STATE OF WASHINGTON }
COUNTY OF King }

This is to certify that on this 24th day of September, 19 92, before me, the undersigned, a Notary Public personally appeared David W. Lozier Jr. of Lozier Homes Corporation a Washington Corporation, to me known to be the individual(s) who executed the within dedication, and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned and on oath stated that he is authorized to execute said instrument.

LEE-ANN SCHERMERHORN NOTARY PUBLIC STATE OF WASHINGTON

Leeann Schermerhorn
Notary Public in and for the State of Washington, residing in Kent

APPROVALS

PUBLIC WORKS DIRECTOR

I, _____, the Public Works Director for the City of Mukilteo, Washington, have reviewed this plat and have found it to comply with the provisions of the approved preliminary plat and the requirements and standards of the City's subdivision code, and therefore recommend approval on this 28th day of Oct, 19 92.

CITY ENGINEER

I, _____, the City Engineer for the City of Mukilteo, Washington, have reviewed the plat, and have found it to comply with the provisions of the approved preliminary plat and the requirements and standards of the City's subdivision code, and therefore recommend approval on this 28th day of Oct, 19 92.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission has reviewed the final plat and certifies that the plat complies with the conditions set forth by the City Council on this 20th day of October, 19 92.

Planning Director

CITY COUNCIL

The City Council has reviewed the final plat for compliance with the approved preliminary plat requirements and standards of the City's subdivision ordinance and required letters of recommendations and approves the subdivision on this 26th day of October, 19 92.

Mayor

Attest: Linda L. Miller
City Clerk

TREASURER'S CERTIFICATE

I hereby certify that all state and county taxes heretofore levied against the property described herein, according to the books and records of my office, have been fully paid and discharged, including 1993 taxes.

Kirke Sievers
Treasurer Snohomish County

J. Bryson 11-4-92
Deputy Treasurer

SNOHOMISH COUNTY TREASURER OFFICIAL SEAL

IN ACCORDANCE WITH RCW 58.08.040, ANY PERSON RECORDING A PLAT AFTER MAY 31st MUST PAY ADVANCE TAXES FOR THE NEXT YEAR.

LEGAL DESCRIPTION

This plat of One Club House Lane Div. 3 embraces that portion of the W1/2 of the SW1/4 of Section 28 and the E1/2 of the SE1/4 of Section 29, Township 28 North, Range 4 East, W.M., Snohomish County, Washington, described as follows:

BEGINNING at the Southwest corner of Lot 22 on the southerly boundary of One Club House Lane Div. 2, according to the plat thereof recorded in Volume 52 of Plats, pages 287 through 289, Records of said County; thence in a general easterly direction along said plat boundary by the following courses and distances:
N89°32'16"E 139.64 feet, S62°09'05"E 55.70 feet, S86°56'50"E 140.14 feet, N4°52'30"E 17.54 feet, S80°38'28"E 133.99 feet, N85°52'16"E 52.71 feet, and S61°55'22"E 143.69 feet to the Southeast corner of Lot 25 in said plat; thence S34°18'28"W 76.00 feet; thence S19°13'15"W 641.44 feet; thence N77°15'44"W 114.06 feet to intersect the arc of a curve of a point from which the center lies S80°23'33"E 475.00 feet distant; thence southerly along said curve to the left through a central angle of 3°37'58" an arc length of 30.12 feet; thence S72°15'44"E 114.05 feet; thence S8°10'19"E 65.14 feet; thence S7°00'00"W 58.00 feet; thence S9°00'52"E 50.00 feet; thence S68°14'08"E 60.00 feet; thence S28°54'14"W 153.36 feet; thence S75°49'07"W 289.22 feet; thence N13°18'29"W 309.93 feet; thence N31°21'21"W 65.34 feet; thence N78°30'04"E 235.89 feet to intersect the arc of a curve at a point from which the center lies S86°43'52"E 525.00 feet distant; thence northerly along said curve through a central angle of 14°15'37" an arc length of 140.57 feet; thence N61°00'00"W 105.00 feet; thence N13°47'22"W 59.81 feet; thence N71°40'00"W 215.00 feet; thence N10°37'22"E 97.70 feet; thence N2°00'00"E 50.00 feet to intersect the arc of a curve at a point from which the center lies N2°00'00"E 175.00 feet distant; thence westerly along said curve to the right through a central angle of 9°42'38" an arc length of 29.65 feet; thence N16°12'12"E 280.03 feet; thence N2°10'04"W 70.00 feet to the POINT OF BEGINNING.

9211045002 27/26SF

EASEMENT PROVISIONS

An easement shall be reserved for and granted to all utilities serving the subject plat and their respective successors and assigns, under and upon the exterior 10 feet parallel with and adjoining the street frontage of all lots and tracts in which to install, lay construct, renew, operate and maintain underground conduits, cables, pipe and wires with necessary facilities and other equipment for the purpose of serving this subdivision and other property with electric, telephone, and utility service together with the right to enter upon the lots and tracts at all times for the purposes herein stated.

Drainage easements designated on the plat are hereby reserved for and granted to the City of Mukilteo except those designated on the plat as private easements, for the right of ingress and egress and the right to excavate, construct, operate, maintain, repair and/or rebuild an enclosed or open channel storm water conveyance system and/or drainage facilities, under, upon or through the drainage easement.

Private lot drainage easements shown hereon are for the benefit of adjacent lot owners in this plat only.

RECORDING CERTIFICATE

Filed for record at the request of Group Four, Inc., this 4th day of November, 19 92, at 13 minutes past 2 PM and recorded in Volume 54 of Plats, pages 85-88, records of Snohomish County, Washington.

Sean J. Williams By Cheryl Hallagley
Snohomish County Auditor Deputy Snohomish County Auditor

DERWIN K. ROUPE STATE OF WASHINGTON 13868 REGISTERED LAND SURVEYOR EXPIRES 8/93

LAND SURVEYOR'S CERTIFICATE

I hereby certify that this plat of One Club House Lane Div. 3 is based upon an actual survey and subdivision of Sec. 29, Twp. 28 N., Rge. 4 E., W.M., as required by state statues; that the angles, courses and distances are shown correctly thereon; that the monuments shall be set and the lot and tract corners shall be staked correctly on the ground and that I have fully complied with the provisions of the state and local statutes and regulations governing platting

D.K. Roupe, Pres. Land Surveyor Sept 29, 1992 Date

INDEXING DATA: SW1/4 SEC. 28 & SE1/4 SEC. 29, TWP. 28N., RGE. 4E., W.M.

GROUP FOUR, Inc.
16030 JUANITA-WOODINVILLE WAY NE
BOTHELL, WASHINGTON 98011
(206)776-4581 • (206)363-4244 • FAX(206)363-3819
SURVEYING ENGINEERING PLANNING MANAGEMENT

JOB NO.:	DATE:	SHEET:
90-8049	7/2/92	1 OF 4

85

ONE CLUB HOUSE LANE DIV. 3

(ALSO KNOWN AS HARBOUR POINTE SECTOR 17, DIV. 3

SW1/4 SEC. 28 & SE1/4 SEC. 29, TWP. 28N., RGE. 4E., W.M.

CITY OF MUKILTEO

SNOHOMISH COUNTY, WASHINGTON

COUNTY FILE NO. ZA8910441

RESTRICTIONS

1. No further subdivisons of any lot without resubmitting for formal plat procedure.
2. The sale or lease of less than a whole lot in any subdivison platted and filed under Title 19 of the Snohomish County Code is expressly prohibited except in compliance with Title 19 of the Snohomish County Code.
3. All landscaped areas in public right-of-ways shall be maintained by the developer and his successor(s) and may be reduced or eliminated if deemed necessary for or detrimental to City road purposes.
4. Prior approval must be obtained from the Director of Public Works before any structures, fill or obstructions, including fences are located within any drainage easement containing public utilities or delineated flood plain area.
5. Lots abutting golf course lands shall be subject to Covenants recorded under Auditor's File No. 8908230414. A copy of said document shall be provided to the prospective purchaser of said lots.
6. Subject to a Road Improvements Agreement for improvements to Harbour Pointe Boulevard and Chennault Beach Road recorded under Auditor's File No. 8809020115.
7. Subject to the terms and conditions of the Sector Agreement recorded under Auditor's File No. 8908230415 relating to proposed easements, utility costs and road costs.
8. Subject to the terms and conditions of the Possession Shores Agreement and Chevron Agreement recorded under Auditor's File Nos. 7808310138 and 7808310140, respectively.
9. A minimum of 25% of all conifers having a trunk diameter of eight inches or greater at a height of three feet above ground shall be retained on each lot. As an alternative, a conifer eight feet or greater in height shall be planted to replace every such tree removed provided that the maximum number of replacement trees per lot shall be four. In no event shall there be less than four conifer trees remaining on any lot. Said replacement trees shall be planted prior to the issuance of any occupancy permit for each individual lot.
10. The Native Growth Protection Areas shall remain in a substantially natural state. With the exception of selective thinning, no clearing, grading, filling, building construction or placement, fence construction, or road construction of any kind shall occur within these areas; provided that underground utility lines and drainage discharge swales may cross such areas utilizing the shortest alignment possible if and only if no feasible alignment is available which would avoid such a crossing. Removal of vegetation by the property owner shall be limited to that which is dead, diseased or hazardous. Plans for selected thinning shall be approved by the City of Mukilteo Planning Department.

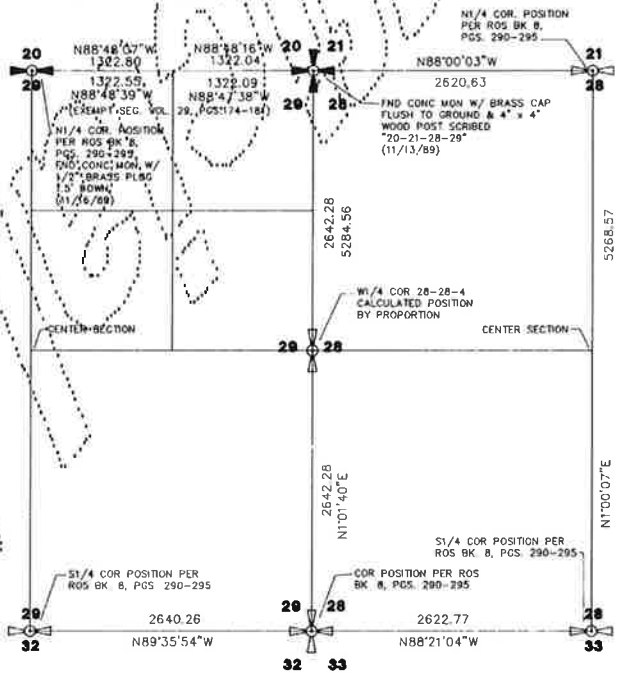
EXCEPTIONS AND RESERVATIONS

Subject to exceptions and reservations contained in deed recorded under Auditor's File No. 7811300199, whereby Chevron U.S.A. Inc. reserved unto itself, its successors and assigns, all oil, gas and other hydrocarbons, geothermal resources as defined in Section 79.76.030, revised code of Washington, and all other minerals, whether similar to those herein specified or not within or that may be produced from said real property; provided, however, that all rights and interest in the surface of said real property are hereby conveyed to grantee, no right or interest of any kind therein, express or implied, being excepted or reserved to grantor except as hereinafter expressly set forth.

Also excepting and reserving to grantor, its successors and assings, the sole and exclusive right from time to time to drill and maintain wells or other works into or through said real property below a depth of five hundred (500) feet and to produce, inject, store and remove from or through such wells or works, oil, gas, and other substances of whatever nature, including the right to perform any and all operations deemed by grantor necessary or convenient for the exercise of such rights.

DISCLOSURE STATEMENT TO ALL PROSPECTIVE PURCHASERS OF PROPERTY IN SECTOR 17 (A PORTION OF COVENANTS RECORDED UNDER AUDITOR'S FILE NUMBER 8908230414)

Declarant and the Golf Associates hereby disclose to owners and purchasers of lots, and particularly lots adjoining the Golf Course, that an active, eighteen hole golf course will be open to the public and is expected to receive heavy play by golfers of a wide range of skill levels. The Declarant and Golf Associates hereby place on notice the owner and purchaser of each lot situated within the immediate vicinity of the Golf Course that golf will be played on the Golf Course Property regularly and continuously during the daylight hours, that various maintenance activities including operation of irrigation systems and mowing equipment will occur on an ongoing basis, that golf balls frequently fly in varying directions and may land within a lot outside the boundaries of the golf course; that golf balls are hard and can cause damage to property and bodily injury to individuals who may be struck by such golf balls. Each owner is encouraged to take into consideration the existence of the golf course, the potential lines of flight of wayward golf shots, and other pertinent factors relating to the golf course, in the construction and siting of improvments and landscaping of said property.



W1/2 SEC. 28, TWP. 28N., RGE. 4E., W.M.
E1/2 SEC. 29, TWP. 28N., RGE. 4E., W.M.

SCALE: 1" = 800'

(SECTION BREAKDOWN FROM RECORD OF SURVEY, BOOK 8, PAGES 290--295 & WATERFORD PARK, VOL. 48, PGS. 263--268)

NOTE: MONUMENTS LOCATED PER GROUP FOUR, INC. FIELD SURVEY USING 6" DIRECT READING THEODOLITE WITH E.D.M. PRECISION OF TRAVERSE CLOSURE IS AT HIGHER LEVEL THAN MINIMUM STANDARDS REQUIRED BY WAC-332-130-090.

GROUP FOUR, INC.
16030 JUANITA WOODINVILLE WY. N.E.
BOTHELL, WA. 98011
PHONE: 775-4581 OR 382-4244

JOB NO.: 90-8049 SHEET 2 OF 4

AUDITOR'S FILE NO.: 9211045002

98

ONE CLUB HOUSE LANE DIV. 3

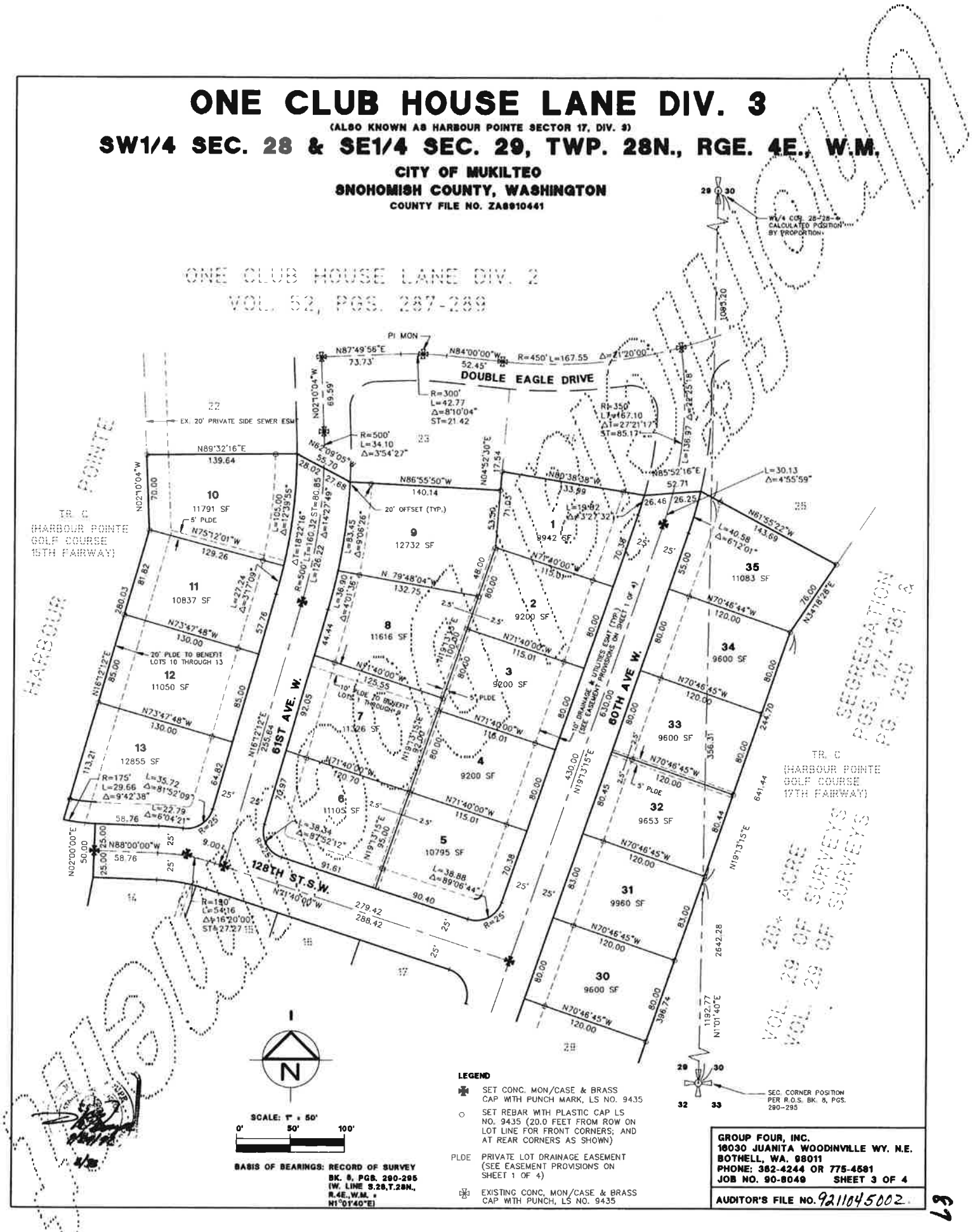
(ALSO KNOWN AS HARBOUR POINTE SECTOR 17, DIV. 3)

SW1/4 SEC. 28 & SE1/4 SEC. 29, TWP. 28N., RGE. 4E., W.M.

CITY OF MUKILTEO

SNOHOMISH COUNTY, WASHINGTON

COUNTY FILE NO. ZA8910441



BASIS OF BEARINGS: RECORD OF SURVEY BK. 8, PGS. 290-295 (W. LINE S.28,T.28N., R.4E.,W.M. = N1°01'40"E)

LEGEND

- ✠ SET CONC. MON/CASE & BRASS CAP WITH PUNCH MARK, LS NO. 9435
- ○ SET REBAR WITH PLASTIC CAP LS NO. 9435 (20.0 FEET FROM ROW ON LOT LINE FOR FRONT CORNERS; AND AT REAR CORNERS AS SHOWN)
- PLDE PRIVATE LOT DRAINAGE EASEMENT (SEE EASEMENT PROVISIONS ON SHEET 1 OF 4)
- ✠ EXISTING CONC. MON/CASE & BRASS CAP WITH PUNCH, LS NO. 9435

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JOB NO. 90-8049 SHEET 3 OF 4

AUDITOR'S FILE NO. 9211045002

ONE CLUB HOUSE LANE DIV. 3

(ALSO KNOWN AS HARBOUR POINTE SECTOR 17, DIV. 3)

SW1/4 SEC. 28 & SE1/4 SEC. 29, TWP. 28N., RGE. 4E., W.M.

CITY OF MUKILTEO

SNOHOMISH COUNTY, WASHINGTON

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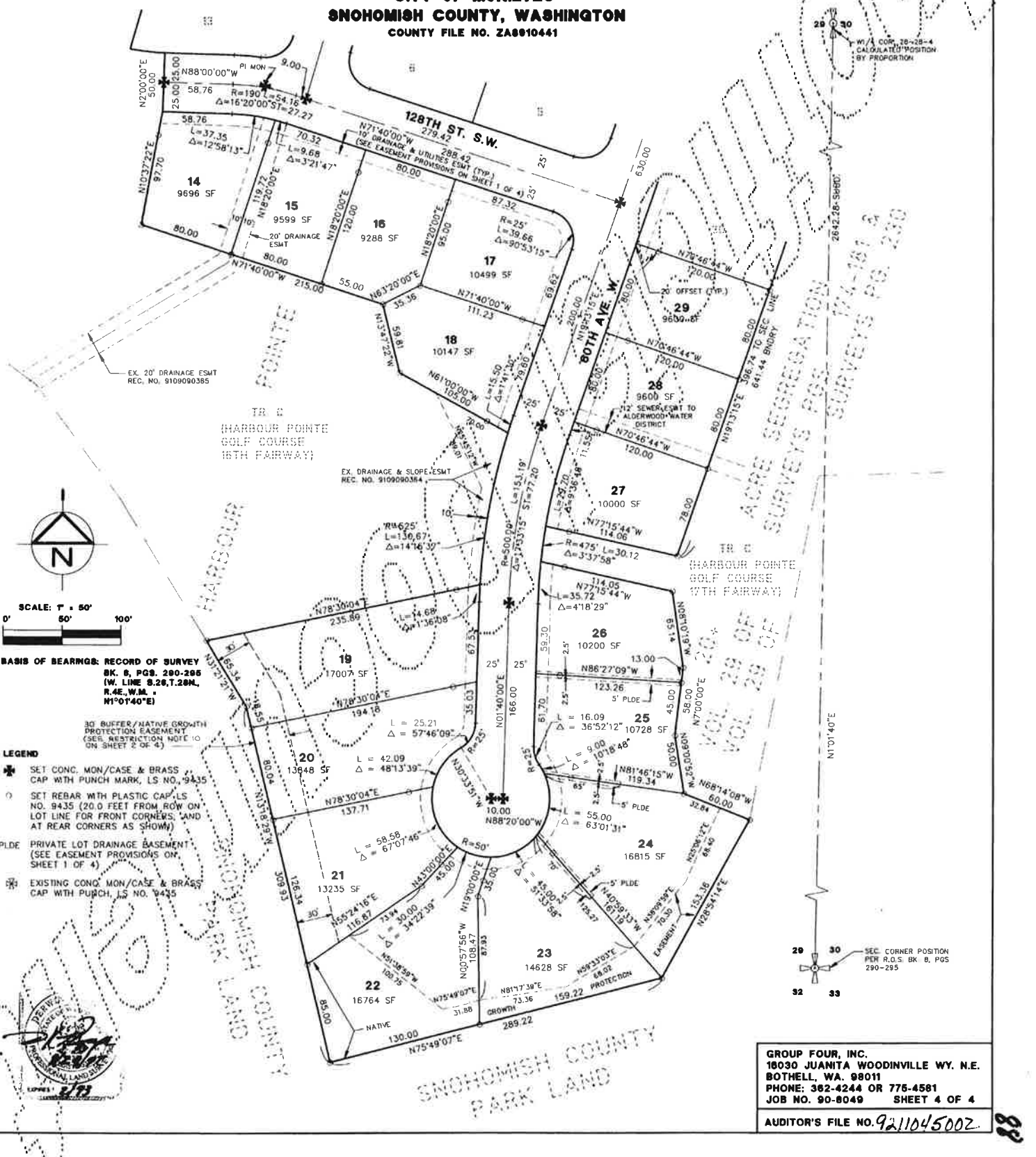

GROUP FOUR, INC.
16030 JUANITA WOODINVILLE WY. N.E.
BOTHELL, WA. 98011
PHONE: 362-4244 OR 775-4581

JOB NO. 90-8049 SHEET 4 OF 4

AUDITOR'S FILE NO. 9211045002

ONE CLUB HOUSE LANE DIV. 7

(ALSO KNOWN AS HARBOUR POINTE SECTOR 17 DIV. 4)

NE1/4 & SE1/4, SE1/4 SEC. 29 TWP. 28N., RGE. 4E., W.M.

CITY OF MUKILTEO

SNOHOMISH COUNTY, WASHINGTON

DEDICATION

KNOWN ALL MEN BY THESE PRESENTS that LOZIER HOMES CORPORATION the undersigned owner in fee simple of the land hereby platted, hereby declare this plat and dedicate to the use of the public forever all roads, easements and ways shown hereon, except those designated as private; with the right to make all necessary slopes for cuts and fills and the right to continue to drain said roads and ways over and across any lot or lots where water might take a natural course, and the original reasonable grading of the roads and ways shown hereon.

Following the original reasonable grading of the roads and ways shown hereon, no drainage waters on any lot or lots shall be diverted or blocked from their natural course so as to discharge upon any public rights of way or to hamper proper road drainage. Any enclosing of drainage waters in culverts or drains or re-routing thereof across any lots, as may be undertaken by or for the owner of any lot, shall be done by and at the expense of such owner.

Tract 998, Common Open Space/Pedestrian Access and Tract 999, Common Open Space/Active Recreation Facilities shall be dedicated to the One Club House Lane South Association upon the recording of this plat. Said Association shall be responsible for the perpetual maintenance of Tracts 998 and 999.

IN WITNESS WHEREOF we have set our hands and seals this 9th day of FEBRUARY, 1995.

OWNER'S STATEMENT

Know all men by these presents that I, or we, the undersigned owner, or owners, in fee simple and encumbrances of the land hereby platted, declare that the subdivision as described by the following legal description has been made with the free consent and in accordance with the desires of the owner, or owners.

LOZIER HOMES CORPORATION

By: David W. Lozier Title: President

ACKNOWLEDGMENT

STATE OF WASHINGTON)
COUNTY OF King) ISS

I certify that I know or have satisfactory evidence that David W. Lozier, Jr. is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of Lozier Homes Corporation, a Washington Corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated 2-9-95
(Signature) Lee Ann Schermerhorn
Title Notary
My appointment expires 3-22-96

NOTARY PUBLIC STATE OF WASHINGTON LEE ANN SCHERMERHORN

27-26 SF

9503175003

LEGAL DESRIPTION

That portion of the Southeast quarter of Section 29, Township 28 North, Range 4 East, W.M., Snohomish County, Washington, described as follows:

BEGINNING at the Northwest corner of Lot 14, One Club House Lane Div 3, according to the plat thereof recorded in Volume 54 of Plats, pages 85 through 88, Records of said county, being a point on the arc of a curve from which the center lies North 2°00'00" East 225.00 feet distant;
thence in a general westerly, southerly and southeasterly direction along the line of Fairway No. 16, Harbour Pointe Golf Course, by the following courses and distances:
Westerly along said curve through a central angle of 16°20'00" an arc length of 64.14 feet to a point of tangency;
North 71°40'00" West 149.77 feet;
South 6°11'32" West 130.11 feet;
South 22°00'00" West 66.00 feet;
South 53°59'22" East 168.50 feet;
South 36°38'02" East 120.92 feet; and
South 34°21'21" East 1.09 feet to a point on the boundary of those certain Snohomish County park lands as shown on Sheet 5 of 6 Sheets of survey titled "South Gulch Area", recorded in Book 8 of Surveys, page 294, Records of said county;
thence in a general westerly and northerly direction along said boundary by the following courses and distances:
South 81°36'36" West 311.44 feet;
North 79°29'17" West 371.38 feet;
North 6°39'28" East 292.75 feet; and
North 49°54'38" East 392.24 feet;
thence North 61°53'40" East 168.85 feet to a point on the Westerly line of Fairway 15;
thence in a general southerly and easterly direction along said fairway by the following courses and distances:
South 2°02'37" East 201.24 feet to intersect the arc of a curve of a point from which the center lies South 14°05'21" West 135.00 feet distant;
Easterly along said curve through a central angle of 4°14'39" an arc length of 10.00 feet to a point of tangency;
South 71°40'00" East 169.77 feet to the beginning of a curve to the left with a radius of 175.00 feet; and
Easterly along said curve through a central angle of 6°37'22" an arc length of 20.23 feet to the Southwest corner of Lot 13 in said plat of One Club House Lane Div. 3;
thence continuing easterly along said curve through a central angle of 9°42'38" an arc length of 29.66 feet to the westerly terminus of 128th Street S.W., as dedicated in said plat;
thence South 2°00'00" West along said westerly terminus 50.00 feet to return to the Northwest corner of said Lot 14 and the POINT OF BEGINNING.

APPROVALS

PUBLIC WORKS DIRECTOR

I, Warren R. Stacy, the Public Works Director for the City of Mukilteo, Washington, have reviewed the plat and have found it to comply with the provisions of the approved preliminary plat and the requirements and standards of the City's subdivision code, and therefore recommend approval on this 6th day of MARCH, 1995.

CITY ENGINEER

I, Warren R. Stacy, the City Engineer for the City of Mukilteo, Washington, have reviewed the plat and have found it to comply with the provisions of the approved preliminary plat and the requirements and standards of the City's subdivision code, and therefore recommend approval on this 6th day of MARCH, 1995.

HEARING EXAMINER

The Hearing Examiner reviewed the final plat on this 14th day of February, 1995 and certified that the plat complies with the conditions set forth by the Office of the Hearing Examiner for the City of Mukilteo when the Preliminary Plat was accepted on March 7, 1994. This determination is contained in the Hearing Examiner's Findings and Recommendation dated February 21, 1995.

Pamela M. Newton
Pamela M. Newton
Planning Director for the
City of Mukilteo

CITY COUNCIL

The City Council has reviewed the final plat for compliance with the approved preliminary plat requirements and standards of the City's subdivision ordinance, and required letters of recommendations and approve the subdivision on this 6th day of March, 1995.

Mayor Attest: City Clerk

TREASURER'S CERTIFICATE

I hereby certify that all state and county taxes heretofore levied against the property described herein, according to the books and records of my office, have been fully paid and discharged, including 1995 taxes. 3-17-95

KIRKE SIEVERS
Treasurer, Snohomish County

Deputy Treasurer

IN ACCORDANCE WITH RCW 58.08.010, THIS PLAT AFFECTS ONLY PROPERTY WHICH HAS BEEN SEGREGATED ON THE RECORDS OF THE TREASURER AS TO TAXES AND ASSESSMENTS.

TREASURER SEAL SNOHOMISH COUNTY

INDEXING DATA: NE1/4 & SE1/4, SE 1/4 SEC. 29, TWP. 28N., RGE. 4E., W.M.

JOB NO. 92-8005 DATE 8/23/93 SHEET: 1 OF 3

RECORDING CERTIFICATE

Filed for record at the request of Group Four Inc. this 17th day of March, 1995, at 32 minutes past 1 p.m. and recorded in Volume 58 of Plats, pages 223-225, records of Snohomish County, Washington.

Bob Terwilliger
Snohomish County Auditor

By Maria Schmidt
Deputy Snohomish County Auditor

DERWIN K. ROUPE STATE OF WASHINGTON PROFESSIONAL LAND SURVEYOR EXPIRES FEBRUARY 1997

LAND SURVEYOR'S CERTIFICATE

I hereby certify that this plat of ONE CLUB HOUSE LANE DIV. 7 is based upon an actual survey and subdivision of Section 29 Township 28 N. Range 4 E., W.M., as required by state statues; that the angles, courses and distances are shown correctly thereon; that the monuments shall be set and the lot and tract corners shall be staked correctly on the ground and that I have fully complied with the provisions of the state and local statutes and regulations governing platting.

D. K. Roupe, Professional Land Surveyor

Feb 9 1995
Date

GROUP FOUR, Inc.
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BOTHELL, WASHINGTON 98011
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SURVEYING ENGINEERING PLANNING MANAGEMENT

AUDITOR'S FILE NO.:

ONE CLUB HOUSE LANE DIV. 7

(ALSO KNOWN AS HARBOUR POINTE SECTOR 17 DIV. 4)

NE1/4 & SE1/4, SE1/4 SEC. 29 TWP. 28N., RGE. 4E., W.M.

CITY OF MUKILTEO

SNOHOMISH COUNTY, WASHINGTON

RESTRICTIONS

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8. Subject to the terms and conditions of the Possession Shores Agreement and Chevron Agreement recorded under Auditor's File Nos. 7808310138 and 7808310140, respectively.
9. A minimum of 25% of the conifer tress, where the trunk is over 8 inches in diameter 3 feet above the ground, shall be retained on each lot in the plat or an 8 foot tall Northwest native conifer shall be planted to replace every such tree where removal cannot be avoided; a maximum of four replacement trees are required to satisfy this requirement. In any event there shall be a minimum of four Northwest native conifer trees remaining on each lot.
10. With the exception of the recreation areas and pedestrian access identified on the plat map, all open space areas (Tracts) shall be Native Growth Protection Areas (ngpa) and shall remain in a substantially natural state. With the exception of selective thinning, no clearing, grading, filling, building construction or placement, fence construction, or road construction of any kind shall occur within these areas; provided that underground utility lines and drainage discharge swales may cross such areas utilizing the shortest alignment possible if and only if no feasible alignment is available which would avoid such a crossing. Removal of vegetation by the property owner shall be limited to that which is dead, diseased or hazardous. Plans for selected thinning shall be approved by the City of Mukilteo Planning Department.
11. All drainage easements shall be denoted as private if the drainage line contained within is smaller than 12" in diameter. All private easements shall be maintained by either the individual homeowners, the Homeowner's Association or a combination thereof. The property owners shall permit the City, in emergency situations, although not required, to enter any of the lots in order to make necessary repairs to the storm drainage system. All easements containing storm drainage lines 12" and larger shall be designated as public drainage easements. All drainage facilities located within public rights-of-way and public drainage easements shall be dedicated to the public and be maintained by the City.
12. Prior to issuance of individual building permits on lots 3, 4 and 5, a drainage plan shall be submitted to and approved by the City of Mukilteo. This plan may take the form of engineered infiltration systems, utilization of the existing or reconstructed private yard drainage system, in an appropriately recorded private drainage easement, and/or connecting lot drainage to the street system.
13. Building setbacks for lots 2 through 6 will be restricted in accordance with the Geotechnical Assessment Soils Reports prepared by Rittenhausen-Zeman and Assoc., Inc., for Harbour Pointe Sectors 12 and 17 dated February 24, 1988 and February 9, 1988.
14. Surface water run-off from streets shall be collected by the storm drainage system and directed to the existing storm water retention/detention facilities located in Sector 17. Surface water run-off from driveways and roofs, where feasible, shall be collected by the storm drainage system and directed to the existing storm water retention/detention facilities located in Sector 17.

DISCLOSURE STATEMENT TO ALL PROSPECTIVE PURCHASERS OF PROPERTY IN SECTOR 12 (A PORTION OF COVENANTS RECORDED UNDER AUDITOR'S FILE NO. 8908230414)

Declarant and the Golf Associates hereby disclose to owners and purchasers of lots, and particularly lots adjoining the Golf Course, that an active, eighteen hole golf course will be open to the public and is expected to receive heavy play by golfers of a wide range of skill levels. The Declarant and Golf Associated hereby place on notice the owner and purchaser of each lot situated within the immediate vicinity of the Golf Course that golf will be played on the Golf Course Property regularly and continuously during the daylight hours, that various maintenance activities including operation of irrigation systems and mowing equipment will occur on an ongoing basis; that golf balls frequently fly in varying directions and may land within a lot outside the boundaries of the golf course; that golf balls are hard and can cause damage to property and bodily injury to individuals who may be struck by such golf balls. Each owner is encouraged to take into consideration the existence of the golf course, the potential lines of flight of wayward golf shots, and other pertinent factors relating to the golf course, in the construction and siting of improvments and landscaping of said property.

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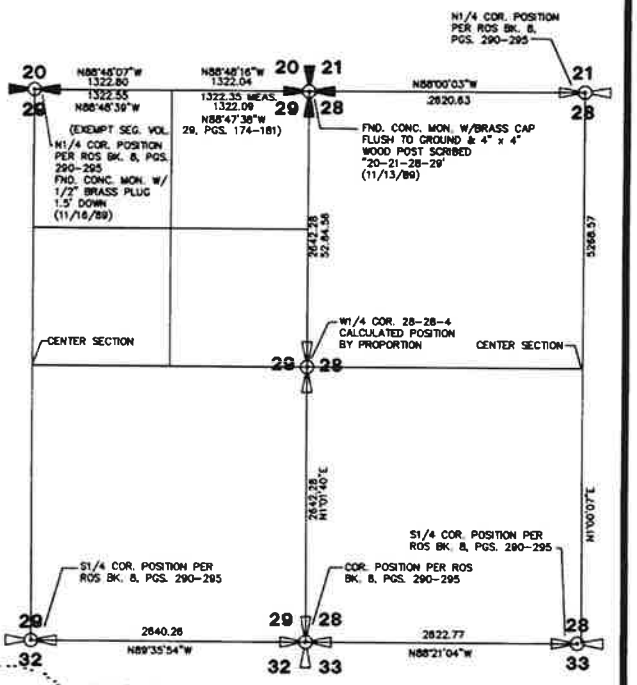
Also excepting and reserving to grantor, its successors and assigns, the sole and exclusive right from time to time to drill and maintain wells or other works into or through said real property below a depth of five hundred (500) feet and to produce, inject, store and remove from or through such wells or works, oil, gas and other substances of whatever nature, including the right to perform any and all operations deemed by grantor necessary or convenient for the exercise of such rights.

EASEMENT PROVISIONS

An easement shall be reserved for and granted to all utilities serving thesubject plat and their respective successors and assigns, under and upon the exterior 10 feet parallel with and adjoining the street frontage of all lots and tracts in which to install, lay construct, renew, operate and maintain underground conduits, cables, pipe and wires with necessary facilities and other equipment for the purpose of serving this subdivision and other property with electric, telephone, and utility service together with the right to enter upon the lots and tracts at all times for the purposes herein stated.

Drainage easements designated on the plat are hereby reserved for and granted to the City of Mukilteo except those designated on the plat as private easements, for the right of ingress and egress and the right to excavate, construct, operate, maintain, repair and/or rebuild an enclosed or open channel storm water conveyance system and/or drainage facilities, under, upon or through the drainage easement.

Private lot drainage easements shown hereon are for the benefit of adjacent lot owners in this plat only.



W1/2 SEC. 28, TWP. 28N., RGE. 4E., W.M.
E1/2 SEC. 29, TWP. 28N., RGE. 4E., W.M.

NOT TO SCALE

(SECTION BREAKDOWN FROM RECORD OF SURVEY, BOOK 8, PAGES 290-295 & WATERFORD PARK, VOL. 48, PGS. 263-268)

NOTE: MONUMENTS LOCATED PER GROUP FOUR, INC. FIELD SURVEY USING 6" DIRECT READING THEODOLITE WITH E.D.M. PRECISION OF TRAVERSE CLOSURE IS AT HIGHER LEVEL THAN MINIMUM STANDARDS REQUIRED BY WAC-332-130-090.

KERWIN K. ROUPE — STATE OF WASHINGTON — PROFESSIONAL LAND SURVEYOR — EXPIRES FEBRUARY 1993

9503175029

JOB NO.: 92-8005 DATE: 8/23/93 SHEET: 2 OF 3

AUDITOR'S FILE NO.:

ONE CLUB HOUSE LANE DIV. 7

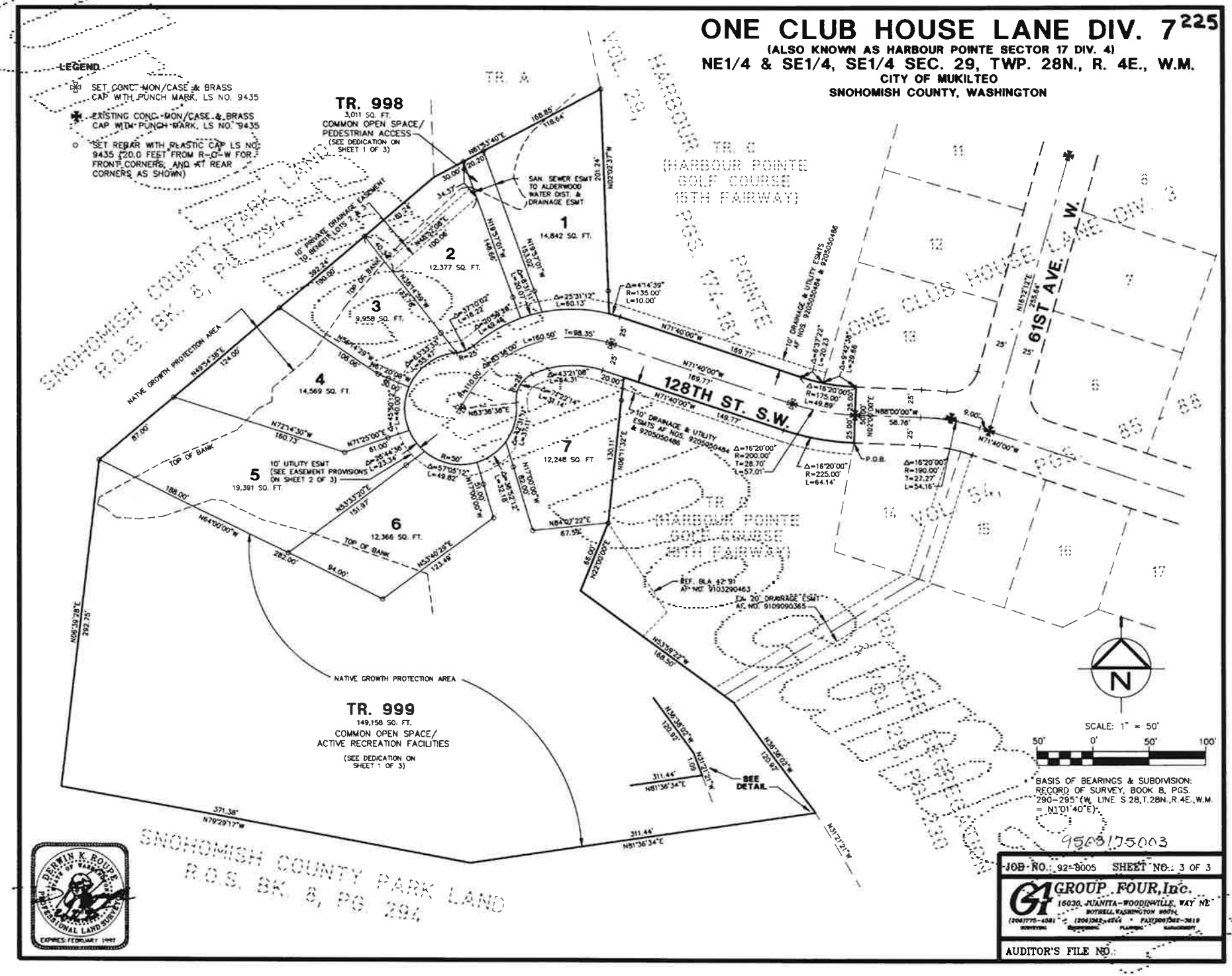
225

(ALSO KNOWN AS HARBOUR POINTE SECTOR 17 DIV. 4)

NE1/4 & SE1/4, SE1/4 SEC. 29, TWP. 28N., R. 4E., W.M.

CITY OF MUKILTEO

SNOHOMISH COUNTY, WASHINGTON



BASIS OF BEARINGS & SUBDIVISION: RECORD OF SURVEY, BOOK 8, PGS. 290-295 (W. LINE S.28,T.28N.,R.4E.,W.M. = N1°01'40"E)

9508175003

DERWIN K. ROUPE
STATE OF WASHINGTON
PROFESSIONAL LAND SURVEYOR
EXPIRES: FEBRUARY 1997

JOB NO.: 92-8005 SHEET NO.: 3 OF 3

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SURVEYING ENGINEERING PLANNING MANAGEMENT

AUDITOR'S FILE NO.:

ONE CLUB HOUSE LANE DIV. 8

E1/2 SEC. 29 & W1/2 SEC. 28, TWP. 28N., R. 4E., W.M.

CITY OF MUKILTEO

SNOHOMISH COUNTY, WASHINGTON

LEGAL DESCRIPTION

This plat of ONE CLUB HOUSE LANE DIV. 8 embraces that portion of the West half of the West half of Section 28, and of the East half of the East half of Section 29, Township 28 North, Range 4 East, W.M., in Snohomish County, Washington, described as follows:

BEGINNING at the Northwest corner of Lot 17 in the Plat of ONE CLUB HOUSE LANE DIV. 2, as recorded in Volume 52 of Plats, Pages 287 through 289, Records of said County; thence North 5°23'09" East 294.86 feet; thence North 1°53'49" West 299.56 feet; thence North 27°26'52" West 60.00 feet to intersect the arc of a curve at a point from which the center lies South 27°26'52" East 287.39 feet distant; thence northeasterly along said curve to the right through a central angle of 10°59'52" an arc length of 55.16 feet to a point of tangency; thence North 73°33'00" East 28.52 feet to the beginning of a curve to the left having a radius of 25.00 feet; thence northeasterly and northerly along said curve through a central angle of 93°13'00" an arc length of 40.67 feet to a point of tangency; thence North 19°40'00" West 53.08 feet to the beginning of a curve to the left having a radius of 150.00 feet; thence northerly along said curve through a central angle of 7°21'00" an arc length of 19.24 feet; thence North 70°20'00" East 327.98 feet; thence North 60°14'42" East 75.45 feet; thence North 53°44'07" East 60.97 feet; thence South 41°55'55" East 109.21 feet to intersect the arc of a curve at a point from which the center lies North 38°09'00" West 670.00 feet distant; thence northeasterly along said curve to the left through a central angle of 6°30'27" an arc length of 76.10 feet to a point of compound curvature and the beginning of a curve to the left having a radius of 25.00 feet; thence northerly and northwesterly along said curve through a central angle of 87°11'01" an arc length of 38.04 feet to a point of tangency; thence North 41°50'28" West 10.69 feet; thence North 48°09'32" East 50.00 feet to intersect the arc of a curve at a point from which the center lies North 48°09'32" East 25.00 feet distant; thence southeasterly, easterly and northeasterly along said curve to the left, through a central angle of 97°09'32" an arc length of 42.39 feet to a point of tangency; thence North 41°00'00" East 83.30 feet; thence South 47°00'00" East 60.04 feet; thence North 41°00'00" East 72.98 feet; thence South 49°00'00" East 86.10 feet; thence South 35°32'14" West 178.00 feet; thence South 28°39'07" West 221.07 feet; thence South 11°42'27" West 423.82 feet; thence South 9°07'13" West 259.83 feet to the northeast corner of Lot 13 in said plat of ONE CLUB HOUSE LANE DIV. 2; thence along the North boundary of said plat by the following courses and distances; South 87°49'32" West 204.50 feet, South 89°34'58" West 85.44 feet, North 85°49'13" West 95.02 feet; South 79°30'56" West 51.98 feet, and South 88°31'55" West 120.86 feet to the POINT OF BEGINNING.

DEDICATION

KNOWN ALL MEN BY THESE PRESENTS that Lozier Homes, Corporation, the undersigned owner in fee simple of the land hereby platted, hereby declare this plat and dedicate to the use of the public forever all roads, easements and ways shown hereon, except those designated as private, with the right to make all necessary slopes for cuts and fills, and the right to continue to drain said roads and ways over and across any lot or lots where water might take a natural course, and the original reasonable grading of the roads and ways shown hereon.

Following the original reasonable grading of the roads and ways shown hereon, no drainage waters on any lot or lots shall be diverted or blocked from their natural course so as to discharge upon any public rights of way or to hamper proper road drainage. Any enclosing of drainage waters in culverts or drains or re-routing thereof across any lots, as may be undertoken by or for the owner of any lot, shall be done by and at the expense of such owner.

IN WITNESS WHEREOF we have set our hands and seals this 9th day of FEBRUARY, 19 95.

OWNER'S STATEMENT

Know all men by these present that I, or we, the undersigned owner, or owners, in fee simple and encumbrances on the land hereby platted, declare that the subdivision as described by the following legal description has been made with the free consent and in accordance with the desires of the owner, or owners.

LOZIER HOMES CORPORATION

By: David W. Lozier Jr. Title: President

APPROVALS

PUBLIC WORKS DIRECTOR

I, Warren A. Stoney, the Public Works Director for the City of Mukilteo, Washington, have reviewed the plat and have found it to comply with the provisions of the approved preliminary plat and the requirements and standards of the City's subdivision code, and therefore recommend approval on this 6th day of MARCH, 19 95.

CITY ENGINEER

I, Warren A. Stoney, the City Engineer for the City of Mukilteo, Washington, have reviewed the plat and have found it to comply with the provisions of the approved preliminary plat and the requirements and standards of the City's subdivision code, and therefore recommend approval on this 6th day of MARCH, 19 95.

HEARING EXAMINER

The Hearing Examiner reviewed the final plat on this 14th day of February, 19 95 and certified that the plat complies with the conditions set forth by the Office of the Hearing Examiner for the City of Mukilteo when the Preliminary Plat was accepted on March 7, 1994. This determination is contained in the Hearing Examiner's Findings and Recommendation dated February 24, 19 95.

Pamela M. Newton
Pamela M. Newton
Planning Director for the
City of Mukilteo

CITY COUNCIL

The City Council has reviewed the Final plat for compliance with the approved preliminary plat requirements and standards of the City's subdivision ordinance, and required letters of recommendations and approve the subdivision on this 6th day of March, 19 95.

Mayor

Attest: City Clerk

ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that David W. Lozier Jr. is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of Lozier Homes Corporation, a Washington Corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

NOTARY PUBLIC STATE OF WASHINGTON LEE-ANN SCHERMERHORN

Dated: 2-9-95
(Signature)
Print Notary Name: Leeann Schermerhorn
Title: Notary
My appointment expires: 8-22-96

-27
26 SF

9503175014

X-Ref #9503170236

INDEXING DATA: E1/2 SEC. 29 & W1/2 SEC. 28, TWP 28N., R. 4E., W.M.

RECORDING CERTIFICATE

Filed for record at the request of Group Four, Inc. this 17th day of March, 1995, at 32 minutes past 1 p.m. and recorded in Volume 58 of Plats, pages 226-229, records of Snohomish County, Washington.

Bob Terwilliger By Maria Schmidt
Snohomish County Auditor Deputy, Snohomish County Auditor

LAND SURVEYOR'S CERTIFICATE

I hereby certify that this plat of ONE CLUB HOUSE LANE DIV. 8 is based upon an actual survey and subdivision of Sec. 28 & 29 Twp. 28 N., Rng. 4 E., W.M., as required by state statues; that the angles, courses and distances are shown correctly thereon; that the monuments shall be set and the lot and tract corners shall be staked correctly on the ground and that I have fully complied with the provisions of the state and local statutes and regulations governing platting.

D. K. Roupe, Professional Land Surveyor — Date: Feb 7, 1995

DERWIN K. ROUPE — STATE OF WASHINGTON — 13487 — REGISTERED PROFESSIONAL LAND SURVEYOR — EXPIRES: FEBRUARY 1995

GROUP FOUR, Inc.
16030 JUANITA-WOODINVILLE WAY NE
BOTHELL, WASHINGTON 98011
(206)775-4581 • (206)362-4244 • FAX(206)362-3619
SURVEYING ENGINEERING PLANNING MANAGEMENT

JOB NO.: 94-8005 DATE: 9/1/94 SHEET: 1 OF 4

AUDITOR'S FILE NO.

226

ONE CLUB HOUSE LANE DIV. 8
E1/2 SEC. 29 & W1/2 SEC. 28, TWP. 28N., R. 4E., W.M.
CITY OF MUKILTEO
SNOHOMISH COUNTY, WASHINGTON

DISCLOSURE STATEMENT TO ALL PROSPECTIVE PURCHASERS OF PROPERTY IN SECTOR 12 (A PORTION OF COVENANTS RECORDED UNDER AUDITOR'S FILE NUMBER 8908230414)

Declarant and the Golf Associates hereby disclose to owners and purchasers of lots, and particularly lots adjoining the Golf Course, that an active, eighteen hole golf course will be open to the public and is expected to receive heavy play by golfers of a wide range of skill levels. The Declarant and Golf Associated hereby place on notice the owner and purchaser of each lot situated within the immediate vicinity of the Golf Course that golf will be played on the Golf Course Property regularly and continuously during the daylight hours, that various maintenance activities including operation of irrigation systems and mowing equipment will occur on an ongoing basis; that golf balls frequently fly in varying directions and may land within a lot outside the boundaries of the golf course; that golf balls are hard and can cause damage to property and bodily injury to individuals who may be struck by such golf balls. Each owner is encouraged to take into consideration the existence of the golf course, the potential lines of flight of wayward golf shots, and other pertinent factors relating to the golf course, in the construction and siting of improvments and landscaping of said property.

EASEMENT PROVISIONS

An easement shall be reserved for and granted to all utilities serving the subject plat and their respective successors and assigns, under and upon the exterior 10 feet parallel with and adjoining the street frontage of all lots and tracts in which to install, lay construct, renew, operate and maintain underground conduits, cables, pipe and wires with necessary facilities and other equipment for the purpose of serving this subdivision and other property with electric, telephone, and utility service together with the right to enter upon the lots and tracts at all times for the purposes herein stated.

Drainage easements designated on the plat are hereby reserved for and granted to the City of Mukilteo except those designated on the plat as private easements, for the right of ingress and egress and the right to excavate, construct, operate, maintain, repair and/or rebuild an enclosed or open channel storm water conveyance systen and/or drainage facilities, under, upon or through the drainage easement. Private lot drainage easements shown hereon are for the benefit of adjacent lot owners in this plat only.

EXCEPTIONS AND RESERVATIONS

Subject to exceptions and reservations contained in deed recorded under Auditor's File No. 7811300199, whereby Chevron, U.S.A. Inc. reserved unto itself, its successors and assigns, all oil, gas And other hydrocarbons, geothermal resources as defined in Section 79.76.030, revised code of Washington, and all other minerals; whether similar to those herein specified or not within or that may be produced from said real property; provided, however, that all rights and interest in the surface of said real property are hereby conveyed to grantee, no right or interest of any kind therein, express or implied, being excepted or reserved to grantor except as hereinafter expressly set forth.

Also excepting and reserving to grantor, its successors and assigns, the sole and exclusive right from time to time to drill and maintain wells or other works into or through said real property below a depth of five hundred (500) feet only to produce, inject, store and remove from or through such wells or works, oil, gas and other substances of whatever nature, including the right to perform any and all operations deemed by grantor necessary or convenient for the exercise of such rights.

RESTRICTIONS

1. No further subdivisions of any lot without resubmitting for a formal plat procedure.
2. The sale or lease of less than a whole lot in any subdivision platted and filed under Title 19 of the Snohomish County Code is expressly prohibited except in compliance with Title 19 of the Snohomish County Code.
3. All landscaped areas in public right-of-ways shall be maintained by the developer and his successor(s) and may be reduced or eliminated if deemed necessary for or detrimental to City road purposes.
4. Prior approval must be obtained from the Director of Public Works before any structures, fill or obstructions, including fences are located within any drainage easement containing public utilities or delineated flood plain area.
5. Lots abutting golf course lands shall be subject to Covenants recorded under Auditor's File No. 8908230414. A copy of said document shall be provided to the prospective purchaser of said lots.
6. Subject to a Road Improvements Agreement for improvements to Harbour Pointe Boulevard and Chennault Beach Road recorded under Auditor's File No. 8809020115.
7. Subject to the terms and conditions of the Sector Agreement recorded under Auditor's File No. 8908230413 relating to proposed easements, utility costs and road costs.
8. Subject to the terms and conditions of the Possession Shores Agreement and Chevron Agreement recorded under Auditor's File Nos. 7808310138 and 7808310140, respectively.
9. A minimum of 25% of the conifer trees, where the trunk is over 8 inches in diameter 3 feet above the ground, shall be retained on each lot, in the plat or an 8 foot tall Northwest native conifer shall be planted to replace every such tree where renoval cannot be avoided; a maximum of four replacement trees are required to satisfy this requirement. In apy event there shall be a minimum of four Northwest native conifer trees remaining on each lot.
10. All drainage easements shall be denoted as private if the drainage line, contained within is smaller than 12" in diameter. All private easements shall be maintained by either the individual homeowners, the Homeowner's Association or a combination thereof. The property owners shall permit the City, in energency situations, although not required, to enter any of the lots in order to make necessary repairs to storm drainage improvements. All easements containing storm drainage lines 12" and larger shall be designated as public drainage epsements. All drainage facilities located within public right-of-way and public drainage easements shall be dedicated to the public and be maintained by the City.
11. Surface water run-off from streets shall be collected by the storm drainage system and directed to the existing storm water retention/detention facilities located in Sectors 12 and 17. Surface water run-off from driveways and roofs, where feasible, shall be collected by the storm drainage system and directed to the existing storm water retention/detention facilites located in Sectors 12 and 17.

TREASURER'S CERTIFICATE

IN ACCORDANCE WITH RCW 58.08.030 ANY PERSON RECORDING A PLAT AFTER MAY 31st MUST PAY ADVANCE TAXES FOR THE NEXT YEAR.

I hereby certify that all state and county taxes heretofore levied against the property described herein, according to the books and records of my office, have been fully paid and discharged, including 1995 taxes 3-17-95

KIRKE SIEVERS
Treasurer, Snohomish County

Deputy Treasurer

OFFICIAL SEAL — THE STATE OF WASHINGTON — SNOHOMISH COUNTY

PERRIN K. ROLLER — PROFESSIONAL LAND SURVEYOR — EXPIRES FEBRUARY 1997

9503175004

GROUP FOUR, Inc.
16030 JUANITA-WOODINVILLE WAY NE
BOTHELL, WASHINGTON 98011
(206)776-6581 • (206)362-4344 • FAX(206)362-3819
SURVEYING ENGINEERING PLANNING MANAGEMENT

JOB NO.: 94-8005 DATE: 9/1/94 SHEET: 2 OF 4

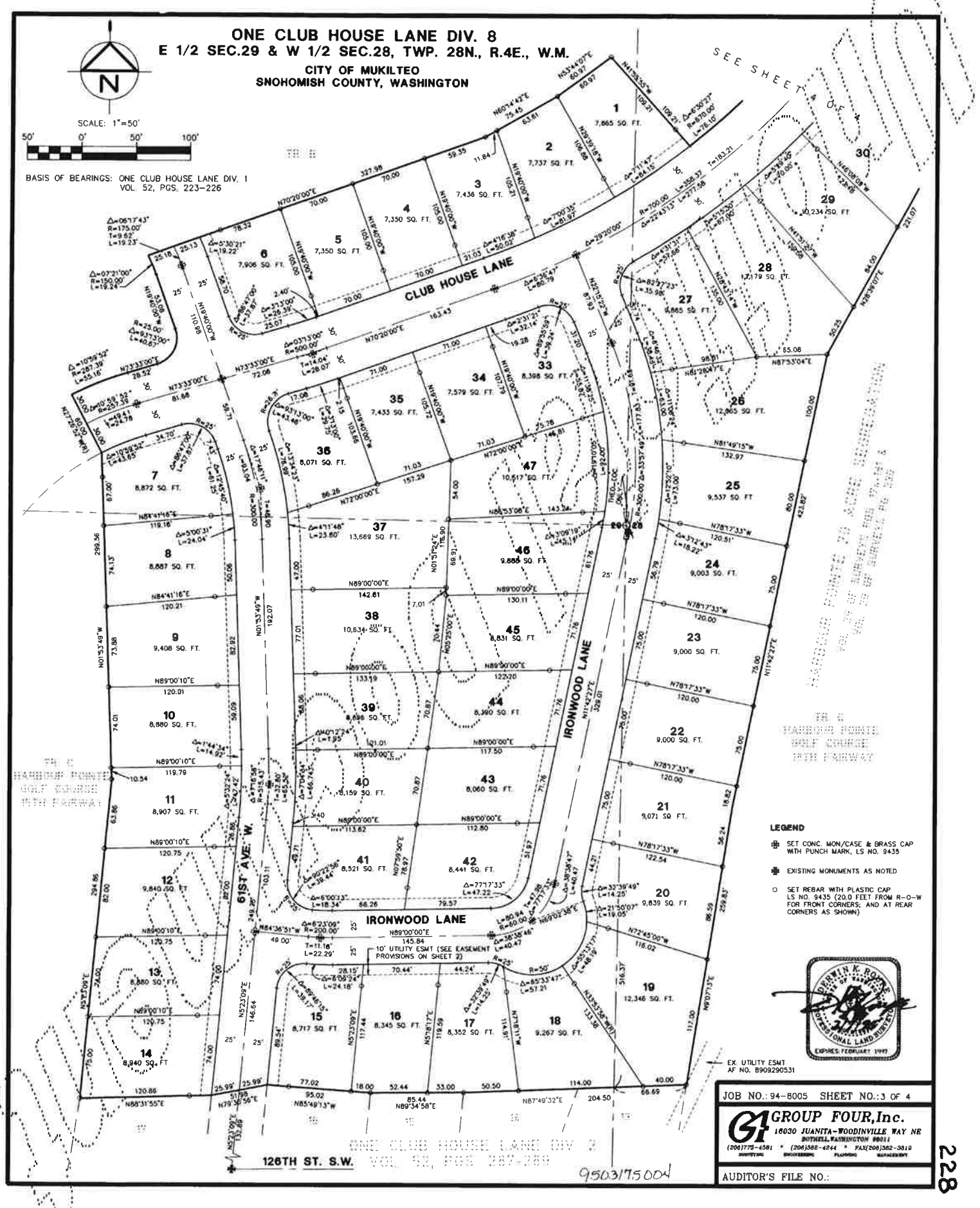
AUDITOR'S FILE NO.:

227

ONE CLUB HOUSE LANE DIV. 8

E 1/2 SEC.29 & W 1/2 SEC.28, TWP. 28N., R.4E., W.M.

CITY OF MUKILTEO
SNOHOMISH COUNTY, WASHINGTON



LEGEND

- ⊕ SET CONC. MON/CASE & BRASS CAP WITH PUNCH MARK, LS NO. 9435
- ✚ EXISTING MONUMENTS AS NOTED
- O SET REBAR WITH PLASTIC CAP LS NO. 9435 (20.0 FEET FROM R-O-W FOR FRONT CORNERS; AND AT REAR CORNERS AS SHOWN)

DARWIN K. ROSE — STATE OF WASHINGTON — PROFESSIONAL LAND SURVEYOR — EXPIRES FEBRUARY 1997

JOB NO.: 94-8005 SHEET NO.: 3 OF 4

GROUP FOUR, Inc.
16030 JUANITA-WOODINVILLE WAY NE
BOTHELL, WASHINGTON 98011
(206)775-4581 * (206)368-4244 * FAX(206)362-3819
SURVEYING ENGINEERING PLANNING MANAGEMENT

AUDITOR'S FILE NO.: 9503175004

228

ONE CLUB HOUSE LANE DIV. 8

E 1/2 SEC.29 & W 1/2 SEC.28, TWP. 28N., R.4E., W.M.

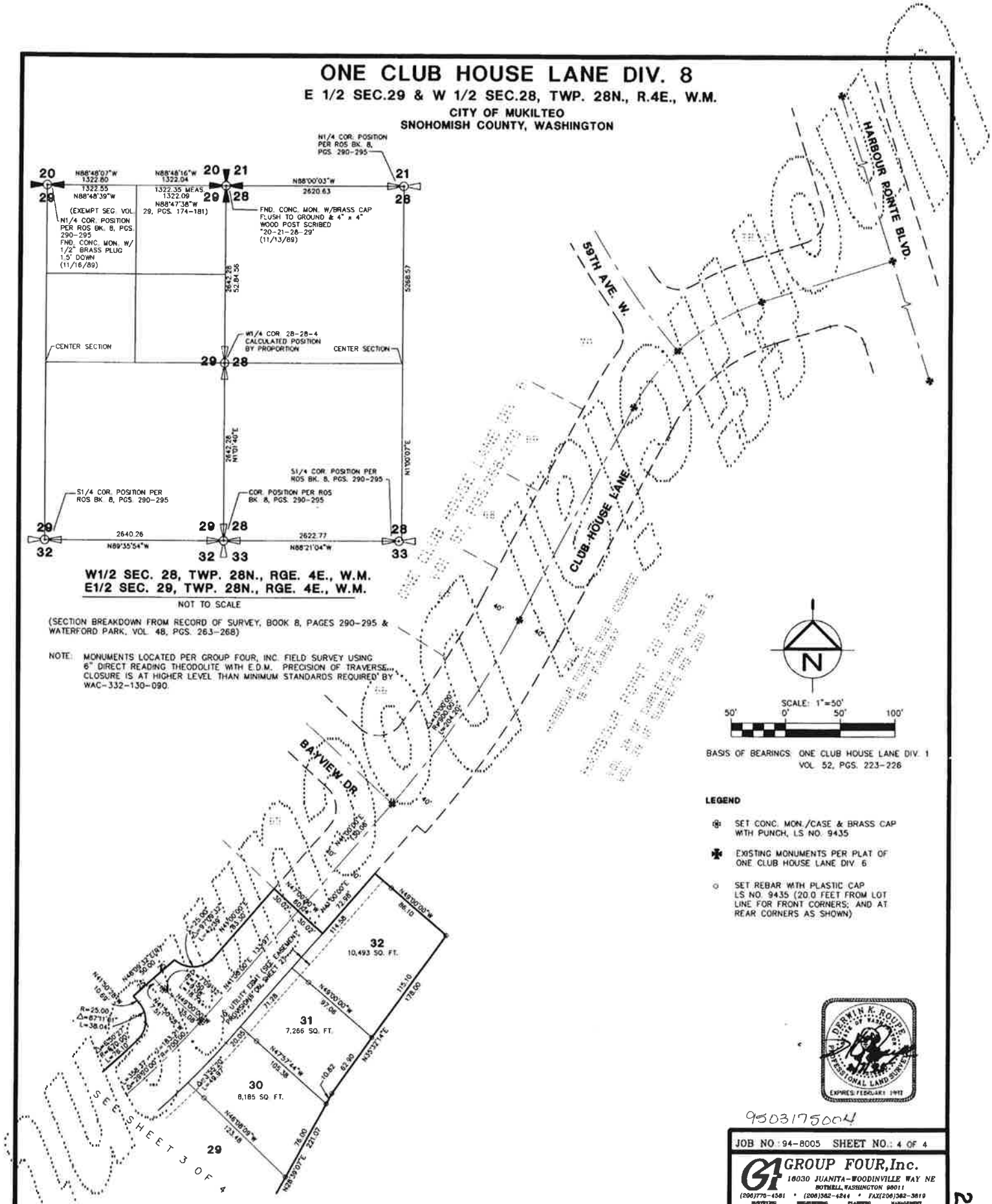
CITY OF MUKILTEO
SNOHOMIS COUNTY, WASHINGTON

W1/2 SEC. 28, TWP. 28N., RGE. 4E., W.M.
E1/2 SEC. 29, TWP. 28N., RGE. 4E., W.M.

NOT TO SCALE

(SECTION BREAKDOWN FROM RECORD OF SURVEY, BOOK 8, PAGES 290-295 & WATERFORD PARK, VOL. 48, PGS. 263-268)

NOTE: MONUMENTS LOCATED PER GROUP FOUR, INC. FIELD SURVEY USING 6" DIRECT READING THEODOLITE WITH E.D.M. PRECISION OF TRAVERSE... CLOSURE IS AT HIGHER LEVEL THAN MINIMUM STANDARDS REQUIRED BY WAC-332-130-090.



BASIS OF BEARINGS: ONE CLUB HOUSE LANE DIV. 1 VOL. 52, PGS. 223-226

LEGEND

- ⊕ SET CONC. MON./CASE & BRASS CAP WITH PUNCH, LS NO. 9435
- ✠ EXISTING MONUMENTS PER PLAT OF ONE CLUB HOUSE LANE DIV. 6
- ○ SET REBAR WITH PLASTIC CAP LS NO. 9435 (20.0 FEET FROM LOT LINE FOR FRONT CORNERS; AND AT REAR CORNERS AS SHOWN)

DERWIN K. ROUPE — REGISTERED PROFESSIONAL LAND SURVEYOR — EXPIRES: FEBRUARY 1991

9503175004

JOB NO.: 94-8005 SHEET NO.: 4 OF 4

GROUP FOUR, Inc.
16030 JUANITA-WOODINVILLE WAY NE
BOTHELL, WASHINGTON 98011
(206)776-4581 • (206)362-4244 • FAX(206)362-3819
SURVEYING ENGINEERING PLANNING MANAGEMENT

AUDITOR'S FILE NO.:

ONE CLUB HOUSE LANE

DIVISION 9

CITY OF MUKILTEO, WASHINGTON

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT LOZIER HOMES CORPORATION THE UNDERSIGNED OWNER IN FEE SIMPLE OF THE LAND HEREBY PLATTED, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL ROADS, EASEMENT AND WAYS SHOWN HEREON, EXCEPT THOSE DESIGNATED AS PRIVATE, WITH THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS, AND THE RIGHT TO CONTINUE TO DRAIN SAID ROADS AND WAYS OVER AND ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE, AND THE ORIGINAL REASONABLE GRADING OF THE ROADS AND WAYS SHOWN HEREON.

FOLLOWING THE ORIGINAL REASONABLE GRADING OF THE ROADS AND WAYS SHOWN HEREON, NO DRAINAGE WATERS ON ANY LOT OR LOTS SHALL BE DIVERTED OR BLOCKED FROM THEIR NATURAL COURSE SO AS TO DISCHARGE UPON ANY PUBLIC RIGHTS OF WAY OR TO HAMPER PROPER ROAD DRAINAGE. ANY ENCLOSING OF DRAINAGE WATERS IN CULVERTS OR DRAINS OR RE-ROUTING THEREOF ACROSS ANY LOTS, AS MAY BE UNDERTAKEN BY OR FOR THE OWNER OF ANY LOT, SHALL BE DONE BY AND AT THE EXPENSE OF SUCH OWNER.

TRACT 999, COMMON OPEN SPACE AND TRACT 997, COMMON GREEN SPACE AND 996 AND CHAMPIONSHIP COURT, PRIVATE ROADWAY TRACTS IS HEREBY DEDICATED TO THE ONE CLUB HOUSE LANE SOUTH ASSOCIATION UPON THE RECORDING OF THIS PLAT. SAID ASSOCIATION SHALL BE RESPONSIBLE FOR THE PERPETUAL MAINTENANCE OF TRACTS 996, 997 AND 999 AND CHAMPIONSHIP COURT.

THE COST OF CONSTRUCTING AND MAINTAINING ALL ROADS NOT HEREIN DEDICATED AS PUBLIC ROADS SHALL BE THE OBLIGATION OF ALL OF THE OWNERS AND THE OBLIGATION TO MAINTAIN SHALL BE CONCURRENTLY THE OBLIGATION OF ANY CORPORATION IN WHICH TITLE OF THE ROADS AND STREETS MAY BE HELD. IN THE EVENT THAT THE OWNERS OF ANY LOTS SERVED BY THE ROADS OR STREETS OF THIS PLAT SHALL PETITION THE COUNCIL TO INCLUDE THESE ROADS OR STREETS IN THE PUBLIC ROAD SYSTEM, THE PETITIONERS SHALL BE OBLIGATED TO BRING THE SAME TO CITY ROAD STANDARDS APPLICABLE AT THE TIME OF PETITION, IN ALL RESPECTS, INCLUDING DEDICATION OF RIGHT-OF-WAY, PRIOR TO ACCEPTANCE BY THE CITY.

IN WITNESS WHEREOF WE HAVE SET OUR HANDS AND SEALS THIS 26th DAY OF August, 19 96.

OWNER'S STATEMENT

KNOW ALL MEN BY THESE PRESENT THAT I, OR WE, THE UNDERSIGNED OWNER, OR OWNERS, IN FEE SIMPLE AND ENCUMBRANCES OF THE LAND HEREBY PLATTED, DECLARE THAT THE SUBDIVISION AS DESCRIBED BY THE FOLLOWING LEGAL DESCRIPTION HAS BEEN MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE OWNER, OR OWNERS:

LOZIER HOMES CORPORATION

BY: _____ TITLE: PRESIDENT

MICHAEL D. LEVY

STATE OF WASHINGTON)
) SS.
COUNTY OF SNOHOMISH)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Michael D. Levy TO ME KNOWN TO BE THE President OF LOZIER HOMES CORPORATION A WASHINGTON CORPORATION, AND SAID PERSON(S) ACKNOWLEDGED THAT THEY SIGNED THIS INSTRUMENT AND ACKNOWLEDGED IT TO BE THEIR FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: 8-26-96

Lee Ann Schermerhorn
NOTARY PUBLIC IN THE STATE OF WASHINGTON
RESIDING AT: Kent
MY APPOINTMENT EXPIRES 5-22-2000

LEE-ANN SCHERMERHORN NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES MAY 22, 2000

LEGAL DESCRIPTION

PARCEL A:

LEGAL DESCRIPTION FOR ONE CLUBHOUSE LANE, DIVISION 9:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 29 AND THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 28 NORTH, RANGE 4 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY OF CLUB HOUSE LANE, SAID POINT BEING THE COMMON CORNER OF THE PLATS OF ONE CLUB HOUSE LANE, DIVISION 6, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 57 OF PLATS, PAGES 258 THROUGH 270, INCLUSIVE, AND ONE CLUB HOUSE LANE, DIVISION 8, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 58 OF PLATS, PAGES 228 THROUGH 229, INCLUSIVE, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE ALONG THE NORTHWESTERLY BOUNDARY OF SAID PLAT OF ONE CLUBHOUSE LANE, DIVISION 8 OVER THE FOLLOWING 15 COURSES;
THENCE SOUTH 41°00'00" WEST FOR 83.30 FEET TO THE BEGINNING OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT;
THENCE WESTERLY, ALONG SAID CURVE, FOR 42.39 FEET WHILE CONSUMING A CENTRAL ANGLE OF 97°09'32";
THENCE SOUTH 48°09'32" WEST FOR 50.0 FEET;
THENCE SOUTH 41°50'28" EAST FOR 10.69 FEET TO THE BEGINNING OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT;
THENCE SOUTHERLY, ALONG SAID CURVE, FOR 38.04 FEET WHILE CONSUMING A CENTRAL ANGLE OF 87°11'01" TO THE BEGINNING OF A 670.00 FOOT RADIUS CURVE TO THE RIGHT;
THENCE SOUTHWESTERLY, ALONG SAID CURVE, FOR 78.10 FEET WHILE CONSUMING A CENTRAL ANGLE OF 6°30'27";
THENCE NORTH 41°55'55" WEST FOR 109.21 FEET;
THENCE SOUTH 53°44'07" WEST FOR 60.97 FEET;
THENCE SOUTH 60°14'42" WEST FOR 75.45 FEET;
THENCE SOUTH 70°20'00" WEST FOR 327.98 FEET TO A POINT ON A 150.00 FOOT RADIUS CURVE TO THE RIGHT HAVING A RADIUS POINT WHICH BEARS SOUTH 82°59'00" WEST FROM SAID POINT;
THENCE SOUTHEASTERLY, ALONG SAID CURVE, FOR 19.24 FEET WHILE CONSUMING A CENTRAL ANGLE OF 7°21'00";
THENCE SOUTH 19°40'00" EAST FOR 53.08 TO THE BEGINNING OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT;
THENCE SOUTHERLY AND SOUTHWESTERLY, ALONG SAID CURVE, FOR 40.67 FEET WHILE CONSUMING A CENTRAL ANGLE OF 93°13'00";
THENCE SOUTH 73°33'00" WEST FOR 28.52 FEET TO THE BEGINNING OF A 287.39 FOOT RADIUS CURVE TO THE LEFT;
THENCE SOUTHWESTERLY, ALONG SAID CURVE, FOR 15.14 FEET WHILE CONSUMING A CENTRAL ANGLE OF 3°01'07";
THENCE NORTH 19°40'00" WEST FOR 100.00 FEET;
THENCE SOUTH 64°30'46" WEST FOR 174.90 FEET;
THENCE NORTH 6°52'46" EAST FOR 804.30 FEET;
THENCE NORTH 4°41'09" WEST FOR 122.41 FEET;
THENCE NORTH 13°50'46" EAST FOR 146.25 FEET;
THENCE SOUTH 69°27'23" EAST FOR 279.51 FEET;
THENCE NORTH 43°00'00" EAST FOR 30.00 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY OF BAYVIEW DRIVE AND THE SOUTHWESTERLY BOUNDARY OF SAID PLAT OF ONE CLUB HOUSE LANE, DIVISION 6;
THENCE ALONG THE SOUTHWESTERLY BOUNDARY OF SAID DIVISION 6 OVER THE FOLLOWING 4 COURSES;
THENCE SOUTH 47°00'00" EAST FOR 450.00 FEET;
THENCE SOUTH 43°00'00" WEST FOR 90.00 FEET;
THENCE SOUTH 42°01'49" EAST FOR 115.43 FEET;
THENCE SOUTH 47°00'00" EAST FOR 206.49 FEET TO THE POINT OF BEGINNING;

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT OF ONE CLUB HOUSE LANE, DIVISION 9 IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTIONS 28 & 29, TOWNSHIP 28 NORTH, RANGE 4 EAST, W.M., AS REQUIRED BY STATE STATUTES; THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY; THAT THE MONUMENTS SHALL BE SET AND LOT AND BLOCK CORNERS SHALL BE STAKED CORRECTLY ON THE GROUND, AND THAT I FULLY COMPLIED WITH THE PROVISIONS OF THE STATE AND LOCAL STATUTES AND REGULATIONS GOVERNING PLATTING.

KENT L. ROBINSON, PLS 19583

KENT L. ROBINSON STATE OF WASHINGTON 19583 REGISTERED PROFESSIONAL LAND SURVEYOR EXPIRES 9/8/98

8/23/96

APPROVALS

PUBLIC WORKS DIRECTOR

I, Warren R. Gray, THE PUBLIC WORKS DIRECTOR FOR THE CITY OF MUKILTEO, WASHINGTON, HAVE REVIEWED THE PLAT AND HAVE FOUND IT TO COMPLY WITH THE PROVISIONS OF THE APPROVED PRELIMINARY PLAT AND THE REQUIREMENTS AND STANDARDS OF THE CITY'S SUBDIVISION CODE, AND THEREFORE RECOMMEND APPROVAL ON THIS 25 DAY OF SEP., 19 96.

CITY ENGINEER

I, Warren R. Gray, THE CITY ENGINEER FOR THE CITY OF MUKILTEO, WASHINGTON, HAVE REVIEWED THE PLAT AND HAVE FOUND IT TO COMPLY WITH THE PROVISIONS OF THE APPROVED PRELIMINARY PLAT AND THE REQUIREMENTS AND STANDARDS OF THE CITY'S SUBDIVISION CODE, AND THEREFORE RECOMMEND APPROVAL ON THIS 25 DAY OF SEP., 19 96.

CITY PLANNING DIRECTOR

I, Richard A. Bailey, THE PLANNING DIRECTOR FOR THE CITY OF MUKILTEO, WASHINGTON, HAVE REVIEWED THE PLAT AND HAVE FOUND IT TO COMPLY WITH THE PROVISIONS OF THE APPROVED PRELIMINARY PLAT AND THE REQUIREMENTS AND STANDARDS OF THE CITY'S SUBDIVISION CODE, AND THEREFORE RECOMMEND APPROVAL ON THIS 25th DAY OF SEPT., 19 96.

CITY COUNCIL

THE CITY COUNCIL HAS REVIEWED THE FINAL PLAT FOR COMPLIANCE WITH THE APPROVED PRELIMINARY PLAT REQUIREMENTS AND STANDARDS OF THE CITY'S SUBDIVISION ORDINANCE, AND REQUIRED LETTERS OF RECOMMENDATIONS AND APPROVE THE SUBDIVISION ON THIS 25th DAY OF Sept., 19 96

Brian J. Sullivan
MAYOR

ATTEST: C Boughman
CITY CLERK

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREIN, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID AND DISCHARGED, INCLUDING 1997 TAXES. 9-27-96

BOB DANTINI
TREASURER, SNOHOMISH COUNTY

Nanci L. Dale
DEPUTY TREASURER, SNOHOMISH COUNTY

AUDITOR'S CERTIFICATE

22.50 SF. 9609275003

FILED FOR RECORD AT THE REQUEST OF OSTERGAARD-ROBINSON & ASSOC., INC. THIS 27th DAY OF Sept. 1996, AT 12 MINUTES PAST 11 A M. AND RECORDED IN VOLUME 62 OF PLATS, PAGES 94-98, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

Bob Terwilliger
AUDITOR, SNOHOMISH COUNTY

Brenda Yecht
DEPUTY COUNTY AUDITOR

X-Ref. A.F. #9609270118

OSTERGAARD-ROBINSON AND ASSOC.
3630 COLBY AVE. EVERETT, WA. 98201
(206) 259-6445 (206) 827-5854

SW 1/4, NW 1/4
SEC 28, TWP 28N., RGE 4E., W.M.
SE 1/4, NE 1/4
SEC 29, TWP 28N., RGE 4E., W.M.

95157FP.DWG VIEW SHEET1 PLOTTED 08-23-96

ONE CLUB HOUSE LANE

DIVISION 9

CITY OF MUKILTEO, WASHINGTON

RESTRICTIONS

1. NO FURTHER SUBDIVISIONS OF ANY LOT WITHOUT RESUBMITTING FOR FORMAL PLAT PROCEDURE.

2. THE SALE OR LEASE OF LESS THAN A WHOLE LOT IN ANY SUBDIVISION PLATTED AND FILED UNDER TITLE 19 OF THE SNOHOMISH COUNTY CODE IS EXPRESSLY PROHIBITED EXCEPT IN COMPLIANCE WITH TITLE 19 OF THE SNOHOMISH COUNTY CODE.

3. ALL LANDSCAPED AREAS IN PUBLIC RIGHT-OF-WAYS SHALL BE MAINTAINED BY THE DEVELOPER AND HIS SUCCESSOR(S) AND MAY BE REDUCED OR ELIMINATED IF DEEMED NECESSARY FOR OR DETRIMENTAL TO CITY ROAD PURPOSES.

4. PRIOR APPROVAL MUST BE OBTAINED FROM THE DIRECTOR OF PUBLIC WORKS BEFORE ANY STRUCTURES, FILL OR OBSTRUCTIONS, INCLUDING FENCES ARE LOCATED WITHIN ANY DRAINAGE EASEMENT CONTAINING PUBLIC UTILITIES OR DELINEATED FLOOD PLAIN AREA.

5. LOTS ABUTTING GOLF COURSE LANDS SHALL BE SUBJECT TO COVENANTS RECORDED UNDER AUDITOR'S FILE NO. 8908230414. A COPY OF SAID DOCUMENT SHALL BE PROVIDED TO THE PROSPECTIVE PURCHASER OF SAID LOTS.

6. SUBJECT TO A ROAD IMPROVEMENTS AGREEMENT FOR IMPROVEMENTS TO HARBOUR POINTE BOULEVARD AND CHENNAULT BEACH ROAD RECORDED UNDER AUDITOR'S FILE NO. 8809020115.

7. SUBJECT TO THE TERMS AND CONDITIONS OF THE SECTOR AGREEMENT RECORDED UNDER AUDITOR'S FILE NO. 8909230415 RELATING TO PROPOSED EASEMENTS, UTILITY COSTS AND ROAD COSTS.

8. SUBJECT TO THE TERMS AND CONDITIONS FOR THE POSSESSION SHORES AGREEMENT AND CHEVRON AGREEMENT RECORDED UNDER AUDITOR'S FILE NOS. 7808310138 AND 7808310140, RESPECTIVELY.

9. A MINIMUM OF 25% OF THE CONIFER TREES, WHERE THE TRUNK IS OVER 8 INCHES IN DIAMETER 3 FEET ABOVE THE GROUND, SHALL BE RETAINED ON EACH LOT IN THE PLAT OR AN 8 FOOT TALL NORTHWEST NATIVE CONIFER SHALL BE PLANTED TO REPLACE EVERY SUCH TREE WHERE REMOVAL CANNOT BE AVOIDED; A MAXIMUM OF FOUR REPLACEMENT TREES ARE REQUIRED TO SATISFY THIS REQUIREMENT. IN ANY EVENT THERE SHALL BE A MINIMUM OF FOUR NORTHWEST NATIVE CONIFER TREES REMAINING ON EACH LOT.

10. WITH THE EXCEPTION OF THE RECREATION AREAS AND PEDESTRIAN ACCESS IDENTIFIED ON THE PLAT MAP, ALL OPEN SPACE AREAS (TRACTS) SHALL BE NATIVE GROWTH PROTECTION AREAS (NGPA) AND SHALL REMAIN IN A SUBSTANTIALLY NATURAL STATE. WITH THE EXCEPTION OF SELECTIVE THINNING, NO CLEARING, GRADING, FILLING, BUILDING CONSTRUCTION OR PLACEMENT, FENCE CONSTRUCTION, OR ROAD CONSTRUCTION OF ANY KIND SHALL OCCUR WITHIN THESE AREAS; PROVIDED THAT UNDERGROUND UTILITY LINES AND DRAINAGE DISCHARGE SWALES MAY CROSS SUCH AREAS UTILIZING THE SHORTEST ALIGNMENT POSSIBLE IF AND ONLY IF NO FEASIBLE ALIGNMENT IS AVAILABLE WHICH WOULD AVOID SUCH A CROSSING. REMOVAL OF VEGETATION BY THE PROPERTY OWNER SHALL BE LIMITED TO THAT WHICH IS DEAD, DISEASED OR HAZARDOUS. PLANS FOR SELECTED THINNING SHALL BE APPROVED BY THE CITY OF MUKILTEO PLANNING DEPARTMENT.

11. ALL DRAINAGE EASEMENTS SHALL BE DENOTED AS PRIVATE IF THE DRAINAGE LINE CONTAINED WITHIN IS SMALLER THAN 12" IN DIAMETER. ALL PRIVATE EASEMENTS SHALL BE MAINTAINED BY EITHER THE INDIVIDUAL HOMEOWNERS, THE HOMEOWNER'S ASSOCIATION OR A COMBINATION THEREOF. THE PROPERTY OWNERS SHALL PERMIT THE CITY, IN EMERGENCY SITUATIONS, ALTHOUGH NOT REQUIRED, TO ENTER ANY OF THE LOTS IN ORDER TO MAKE NECESSARY REPAIRS TO THE STORM DRAINAGE SYSTEM. ALL EASEMENTS CONTAINING STORM DRAINAGE LINES 12" AND LARGER SHALL BE DESIGNATED AS PUBLIC DRAINAGE EASEMENTS. ALL PUBLIC DRAINAGE EASEMENT SHALL BE DEDICATED TO THE PUBLIC AND BE MAINTAINED BY THE CITY.

12. BUILDING SETBACKS FOR LOTS 6 THROUGH 16 WILL BE RESTRICTED IN ACCORDANCE WITH THE GEOTECHNICAL ASSESSMENT SOILS REPORTS PREPARED BY RITTENHAUSEN-ZEMAN AND ASSOC., INC., FOR HARBOUR POINTE SECTORS 12 AND 17 DATED FEBRUARY 24, 1988 AND FEBRUARY 9, 1988.

13. SURFACE WATER RUN-OFF FROM STREETS SHALL BE COLLECTED BY THE STORM DRAINAGE SYSTEM AND DIRECTED TO THE EXISTING STORM WATER RETENTION/DETENTION FACILITIES LOCATED IN SECTOR 12. SURFACE WATER RUN-OFF FROM DRIVEWAYS AND ROOFS, WHERE FEASIBLE, SHALL BE COLLECTED BY THE STORM DRAINAGE SYSTEM AND DIRECTED TO THE EXISTING STORM WATER RETENTION/DETENTION FACILITIES LOCATED IN SECTOR 12.

DISCLOSURE STATEMENT TO ALL PROSPECTIVE PURCHASERS OF PROPERTY IN SECTOR 12 (A PORTION OF COVENANTS RECORDED UNDER AUDITOR'S FILE NO. 8908230414)

DECLARANT AND THE GOLF ASSOCIATES HEREBY DISCLOSE TO OWNERS AND PURCHASERS OF LOTS, AND PARTICULARLY LOTS ADJOINING THE GOLF COURSE, THAT AN ACTIVE, EIGHTEEN HOLE GOLF COURSE WILL BE OPEN TO THE PUBLIC AND IS EXPECTED TO RECEIVE HEAVY PLAY BY GOLFERS OF A WIDE RANGE OF SKILL LEVELS. THE DECLARANT AND GOLF ASSOCIATED HEREBY PLACE ON NOTICE THE OWNER AND PURCHASER OR EACH LOT SITUATED WITHIN THE IMMEDIATE VICINITY OF THE GOLF COURSE THAT GOLF WILL BE PLAYED ON THE GOLF COURSE PROPERTY REGULARLY AND CONTINUOUSLY DURING THE DAYLIGHT HOURS, THAT VARIOUS MAINTENANCE ACTIVITIES INCLUDING OPERATION OF IRRIGATION SYSTEMS AND MOWING EQUIPMENT WILL OCCUR ON AN ONGOING BASIS; THAT GOLF BALLS FREQUENTLY FLY IN VARYING DIRECTIONS AND MAY LAND WITHIN A LOT OUTSIDE THE BOUNDARIES OF THE GOLF COURSE; THAT GOLF BALLS ARE HARD AND CAN CAUSE DAMAGE TO PROPERTY AND BODILY INJURY TO INDIVIDUALS WHO MAY BE STRUCK BY SUCH GOLF BALLS. EACH OWNER IS ENCOURAGED TO TAKE INTO CONSIDERATION THE EXISTENCE OF THE GOLF COURSE, THE POTENTIAL LINES OF FLIGHT OF WAYWARD GOLF SHOTS, AND OTHER PERTINENT FACTORS RELATING TO THE GOLF COURSE, IN THE CONSTRUCTION AND SITING OF IMPROVEMENTS AND LANDSCAPING OF SAID PROPERTY.

EXCEPTIONS AND RESERVATIONS

SUBJECT TO EXCEPTIONS AND RESERVATIONS CONTAINED IN DEED RECORDED UNDER AUDITOR'S FILE NO. 7811300199, WHEREBY CHEVRON U.S.A. INC. RESERVED UNTO ITSELF, ITS SUCCESSORS AND ASSIGNS, ALL OIL, GAS AND OTHER HYDROCARBONS, GEOTHERMAL RESOURCES AS DEFINED IN SECTION 79.76.030, REVISED CODE OF WASHINGTON, AND ALL OTHER MINERALS, WHETHER SIMILAR TO THOSE HEREIN SPECIFIED OR NOT, WITHIN OR THAT MAY BE PRODUCED FROM SAID REAL PROPERTY; PROVIDED, HOWEVER, THAT ALL RIGHTS AND INTEREST IN THE SURFACE OF SAID REAL PROPERTY ARE HEREBY CONVEYED TO GRANTEE, NO RIGHT OR INTEREST OF ANY KIND THEREIN, EXPRESS OR IMPLIED, BEING EXCEPTED OR RESERVED TO GRANTOR EXCEPT AS HEREINAFTER EXPRESSLY SET FORTH:

ALSO EXCEPTING AND RESERVING TO GRANTOR, ITS SUCCESSORS AND ASSIGNS, THE SOLE AND EXCLUSIVE RIGHT FROM TIME TO TIME TO DRILL AND MAINTAIN WELLS OR OTHER WORKS INTO OR THROUGH SAID REAL PROPERTY BELOW A DEPTH OF FIVE HUNDRED (500) FEET AND, TO PRODUCE, INJECT, STORE AND REMOVE FROM OR THROUGH SUCH WELLS OR WORKS, OIL, GAS AND OTHER SUBSTANCES OF WHATEVER NATURE, INCLUDING THE RIGHT TO PREFORM ANY AND ALL OPERATIONS DEEMED BY GRANTOR NECESSARY OR CONVENIENT FOR THE EXERCISE OF SUCH RIGHTS.

EASEMENT PROVISIONS

AN EASEMENT SHALL BE RESERVED FOR AND GRANTED TO ALL UTILITIES, INCLUDING ALDERWOOD WATER DISTRICT, SERVING THE SUBJECT PLAT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR 10 FEET PARALLEL WITH AND ADJOINING THE STREET FRONTAGE OF ALL LOTS AND TRACTS AND UNDER AND UPON ALL OF CHAMPIONSHIP COURT AND TRACT 996 IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND CONDUITS, CABLES, PIPE AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, AND UTILITY SERVICE TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AND TRACTS AT ALL TIMES FOR THE PURPOSES HEREIN STATED.

IN ADDITION TO THOSE EASEMENT RIGHTS SPECIFICALLY GRANTED TO ALDERWOOD WATER DISTRICT ABOVE, A WATER AND SEWER EASEMENT OVER ALL OF CHAMPIONSHIP COURT AND SEWER EASEMENT OVER TRACT 999 AND LOT 29, AS SHOWN ON THE FACE OF THE PLAT ARE ALSO GRANTED TO ALDERWOOD WATER DISTRICT. THE EASEMENTS HEREBY GRANTED TO ALDERWOOD WATER DISTRICT SHALL REMAIN FREE FROM ALL STRUCTURES, SUCH AS COVERED PARKING, DECKS, OVERHANGS, SHEDS, ETC. AND ACCESS SHALL REMAIN UNOBSTRUCTED BY FENCES.

SIDE SEWER EASEMENTS ACROSS LOTS 16, 17 AND TRACT 999 ARE HEREBY RESERVED FOR THE USE AND BENEFIT OF LOTS 15, 16 AND 17 RESPECTIVELY. IT IS AGREED THAT THE COST OF MAINTENANCE, REPAIR OR RECONSTRUCTION OF THE SEWER SHALL BE BORNE BY THE OWNERS OF THE RESPECTIVE BENEFITED LOTS, AND WHEN NECESSARY TO REPAIR, CLEAR OR RECONSTRUCT THE SEWER, THE PARTIES TO THIS AGREEMENT SHALL HAVE A RIGHT OF ENTRY FOR THAT PURPOSE.

SIDE SEWER EASEMENTS ACROSS LOTS 1, 2 AND 3 OF THE PROPOSED PLAT OF ONE CLUB HOUSE LANE DIVISION 10 ARE HEREBY RESERVED FOR THE USE AND BENEFIT OF LOTS 1, 2 AND 3, DIVISION 10, RESPECTIVELY. IT IS AGREED THAT THE COST OF MAINTENANCE, REPAIR OR RECONSTRUCTION OF THE SEWER SHALL BE BORNE BY THE OWNERS OF THE RESPECTIVE BENEFITED LOTS, AND WHEN NECESSARY TO REPAIR, CLEAR OR RECONSTRUCT THE SEWER, THE PARTIES TO THIS AGREEMENT SHALL HAVE A RIGHT OF ENTRY FOR THAT PURPOSE.

DRAINAGE EASEMENTS DESIGNATED ON THE PLAT, INCLUDING THE DRAINAGE EASEMENT OVER THE 30 FOOT UTILITY EASEMENT ACROSS TRACT 999, ARE HEREBY RESERVED FOR AND GRANTED TO THE CITY OF MUKILTEO EXCEPT THOSE DESIGNATED ON THE PLAT AS PRIVATE EASEMENTS, FOR THE RIGHT OF INGRESS AND EGRESS AND THE RIGHT TO EXCAVATE, CONSTRUCT, OPERATE, MAINTAIN, REPAIR AND/OR REBUILD AN ENCLOSED OR OPEN CHANNEL STORM WATER CONVEYANCE SYSTEM AND/OR DRAINAGE FACILITIES, UNDER, UPON OR THROUGH THE DRAINAGE EASEMENT.

PRIVATE LOT DRAINAGE EASEMENTS SHOWN HEREON ARE FOR THE BENEFIT OF ADJACENT LOT OWNERS IN THIS PLAT ONLY.

A PRIVATE SIDE SEWER EASEMENTS OVER TRACT 996 IS FOR THE BENEFIT OF LOTS 40 AND 41.

TRACT 996 IS HEREBY RESERVED FOR THE USE AND BENEFIT OF LOTS 40 AND 41.

CHAMPIONSHIP COURT IS HEREBY RESERVED FOR THE USE AND BENEFIT OF LOTS 13 THRU 17.

KENT L. ROBINSON
STATE OF WASHINGTON
19583
REGISTERED
PROFESSIONAL LAND SURVEYOR
EXPIRES 10/6/96

8/27/96

OSTERGAARD-ROBINSON AND ASSOC.
3630 COLBY AVE. EVERETT, WA. 98201
(206) 259-6445 (206) 827-5854

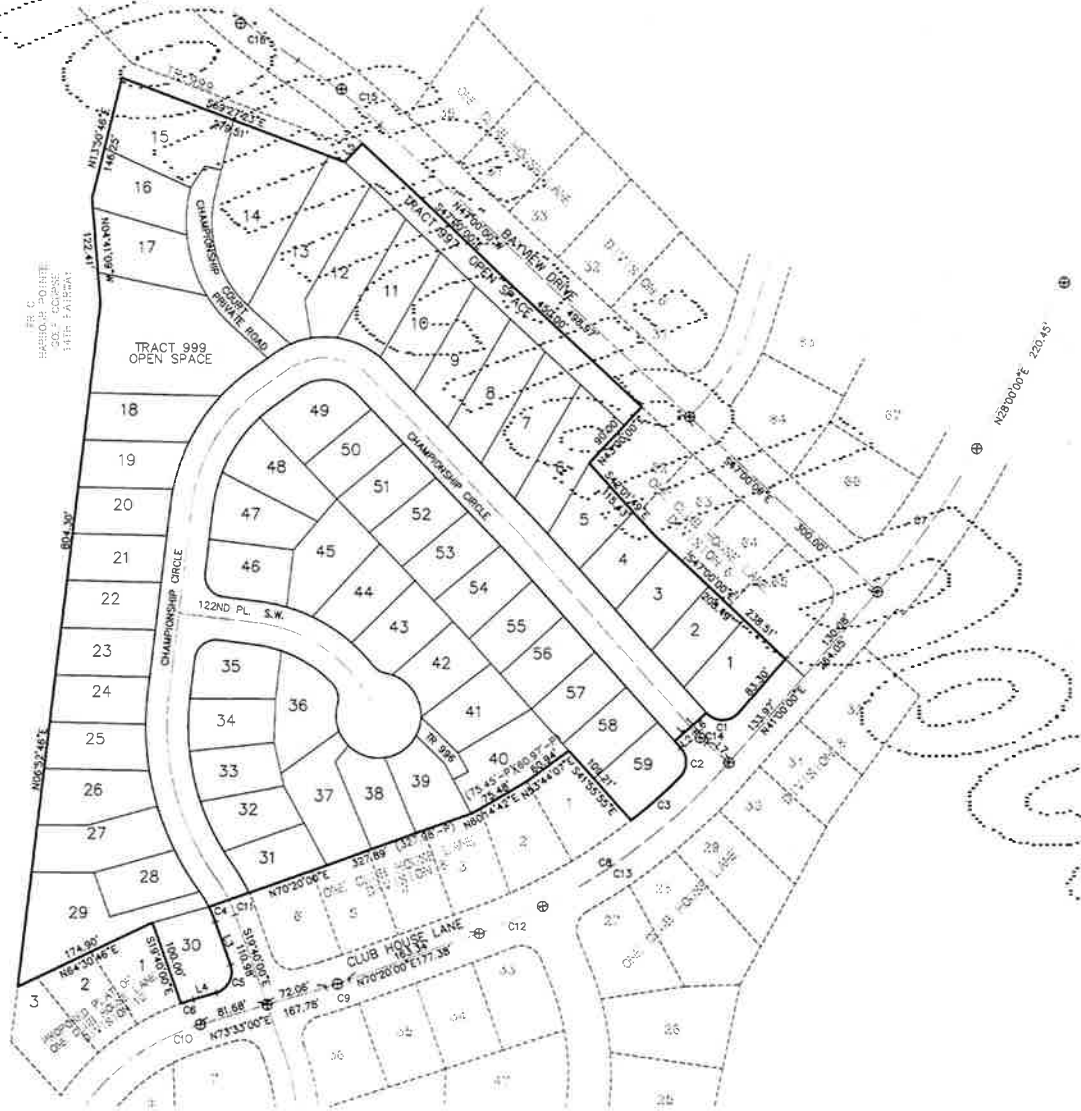
SW 1/4, NW 1/4
SEC 28, TWP 28N, RGE 4E, W.M.
SE 1/4, NE 1/4
SEC 29, TWP 28N, RGE 4E, W.M.
SHEET 2 OF 5 A.F. NO. 9609275003

95157PP.DWG VIEW SHEET2 PLOTTED 08-23-96 WCL

ONE CLUB HOUSE LANE

DIVISION 9

CITY OF MUKILTEO, WASHINGTON


TRACT 999
OPEN SPACE
BAYVIEW DRIVE
CHAMPIONSHIP COURT
PRIVATE ROAD
CHAMPIONSHIP CIRCLE
122ND PL. S.W.
CLUB HOUSE LANE
TRACT 997
OPEN SPACE
N28°00'00"E 220.45'
N23°00'00"E 490.67'
N47°00'00"E 360.00'
N41°00'00"E 133.97'
N70°20'00"E 327.89'
N64°30'46"E 174.90'
N63°32'46"E 604.30'
S19°40'00"E 100.00'
S73°33'00"E 167.75'
N70°20'00"E 177.38'
S41°55'55"E 104.21'
N43°44'01"E 69.94'
N80°44'23"E 75.46'
R=180.97'
(75.45')
(32°48'-9")
N78°39'16"W 278.51'
N13°36'48"E 146.25'
N23°00'00"E 220.45'
N47°00'00"E 115.47'
N47°00'00"E 238.49'
N41°00'00"E 130.05'
N41°00'00"E 84.05'
N41°00'00"E 83.30'
N47°00'00"E 238.51'
N47°00'00"E 360.00'
N23°00'00"E 490.67'
N78°39'16"W 278.51'
N13°36'48"E 146.25'
N63°32'46"E 604.30'
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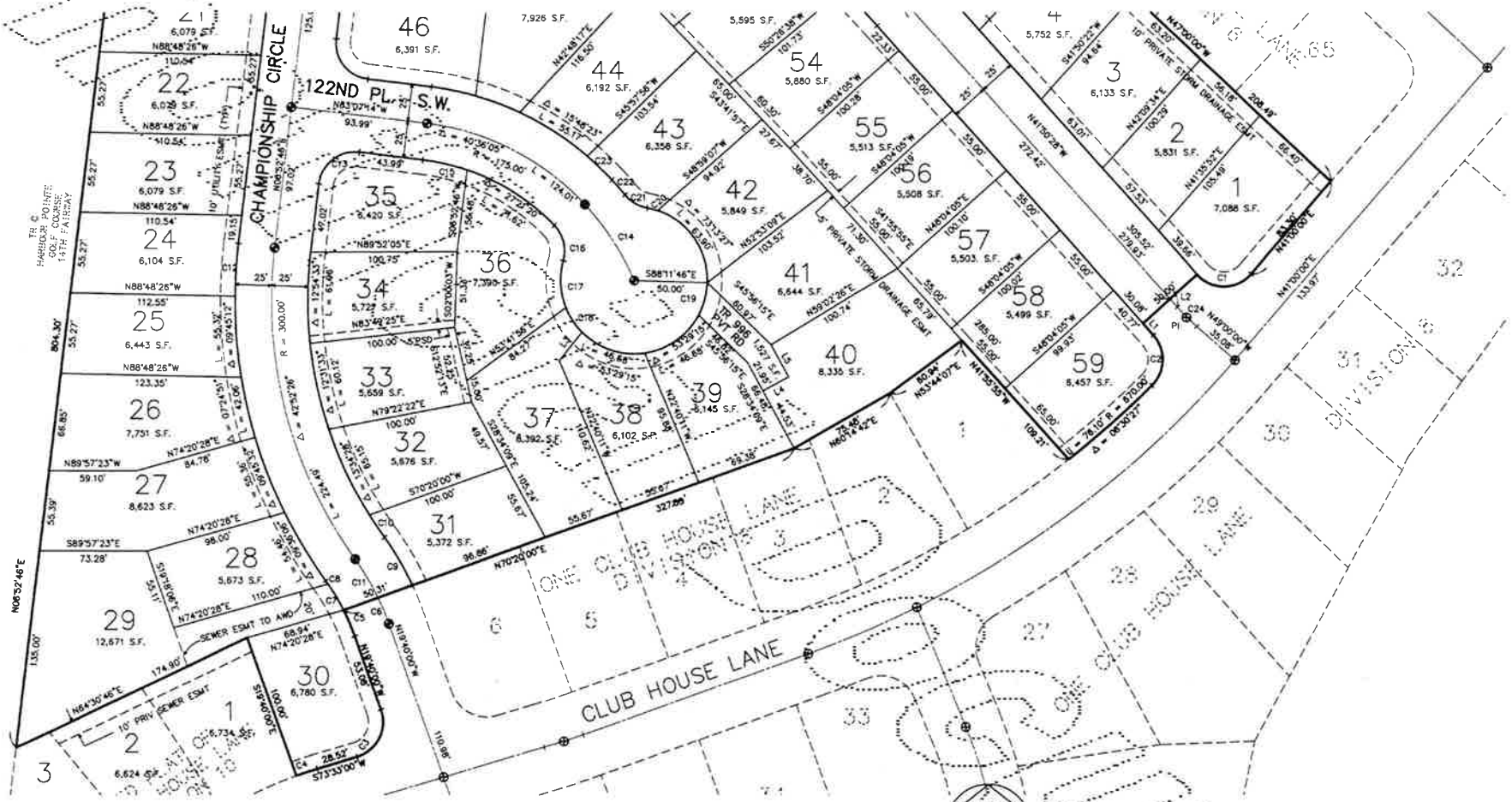
S19°40'00"E 100.00'
S73°33'00"E 167.75'
N70°20'00"E 177.38'
S41°55'55"E 104.21'
N43°44'01"E 69.94'
N80°44'23"E 75.46'
R=180.97'
(75.45')
(32°48'-9")

ONE CLUB HOUSE LANE

DIVISION 9
CITY OF MUKILTEO, WASHINGTON



CURVE	RADIUS	LENGTH	DELTA
C1	25.00'	42.36'	97°06'39"
C2	25.00'	38.04'	87°11'01"
C3	25.00'	40.67'	93°13'00"
C4	267.38'	15.14'	3°01'07"
C5	150.00'	19.24'	7°21'00"
C6	175.00'	19.23'	6°17'43"
C7	150.00'	20.75'	7°55'31"
C8	150.00'	2.75'	1°03'03"
C9	200.00'	37.78'	10°49'20"
C10	275.00'	18.55'	3°51'53"
C11	175.00'	30.64'	10°01'57"
C12	325.00'	36.00'	6°20'45"
C13	25.00'	39.27'	90°00'00"
C14	185.95'	61.80'	19°02'30"
C15	150.00'	31.24'	11°55'58"
C16	25.00'	23.64'	54°12'37"
C17	50.00'	32.36'	37°04'44"
C18	50.00'	20.14'	23°04'28"
C19	50.00'	21.06'	24°07'48"
C20	50.00'	7.31'	8°22'50"
C21	25.00'	17.88'	40°58'41"
C22	210.95'	13.64'	3°42'17"
C23	200.00'	23.31'	6°40'38"
C24	150.00'	18.74'	7°09'29"

LINE	DIRECTION	DISTANCE
L1	N 41°50'28" W	10.89'
L2	N 41°50'28" W	7.51'
L3	N 38°28'38" E	24.79'
L4	N 61°25'51" E	20.00'
L5	N 28°34'09" W	25.00'

SCALE: 1" = 50'

LEGEND:

- ● SET SNOHOMISH COUNTY STANDARD CONC. MON & CASE
- ⊕ FOUND SNOHOMISH COUNTY STANDARD CONC. MON & CASE VISITED 11-21-95

AWD = ALDERWOOD WATER DISTRICT ESMT
PSD = PRIVATE STORM DRAINAGE EASEMENT
PSS = PRIVATE SIDE SEWER EASEMENT
P = PLAT OF ONE CLUB HOUSE LANE DIV 8, V.56, P.226-229

KENT L. ROBINSON
STATE OF WASHINGTON
19583
REGISTERED
PROFESSIONAL LAND SURVEYOR
EXPIRES 9/8/98

OSTERGAARD-ROBINSON AND ASSOC.
3639 COLBY AVE. EVERETT, WA. 98201
(206) 259-6445 (206) 827-3854

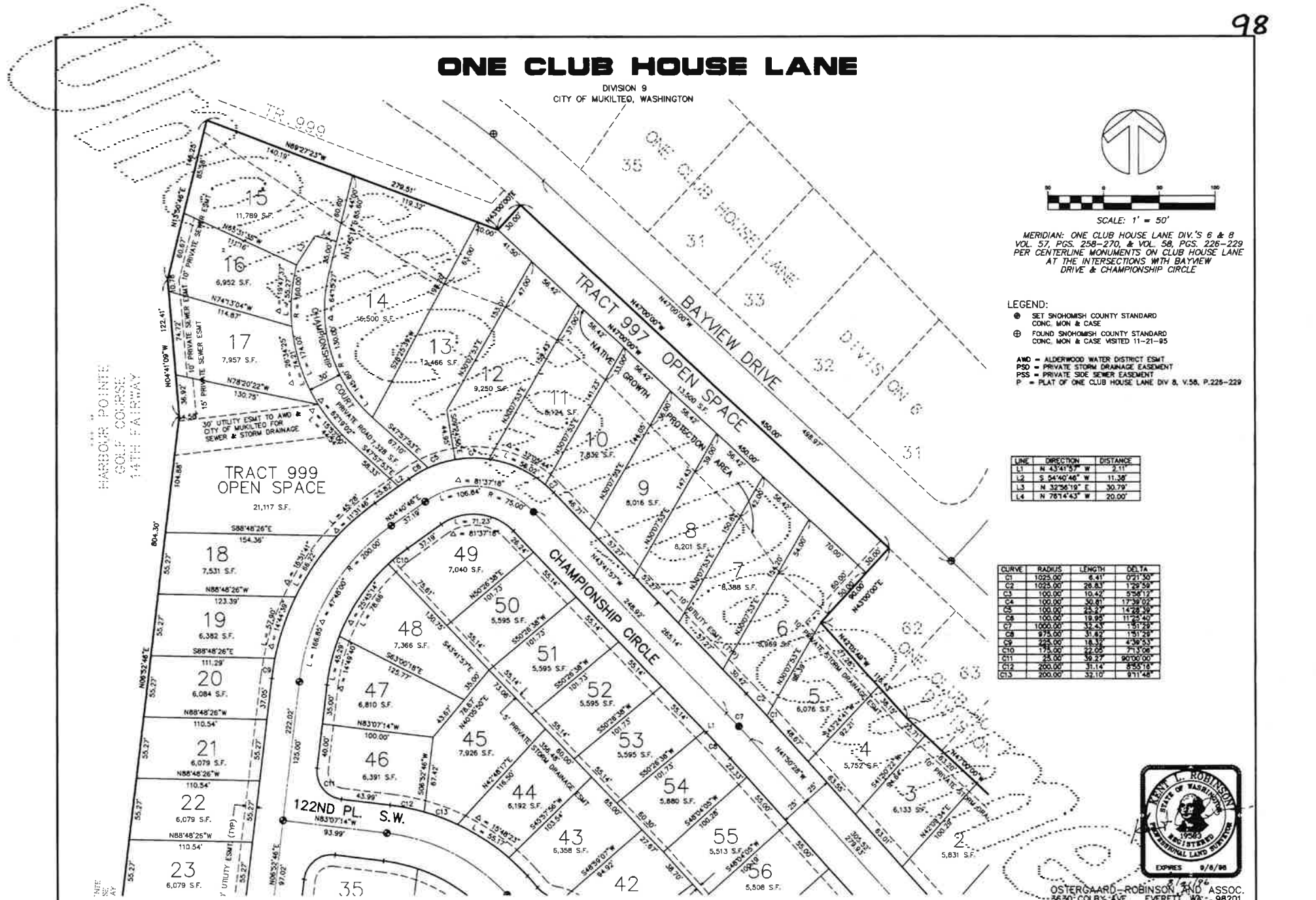
SW 1/4, NW 1/4
OF SEC 28, TWP 28N, RGE 4E, W.M.
SE 1/4, NE 1/4
OF SEC 29, TWP 28N, RGE 4E, W.M.

SHEET 4 OF 5 A.F. NO. 9609275003

9515\PLONG VIEW SHEETS PLOTTED 09-21-96

ONE CLUB HOUSE LANE

DIVISION 9
CITY OF MUKILTEO, WASHINGTON



LINE	DIRECTION	DISTANCE
L1	N 43°41'57" W	2.11'
L2	S 54°40'46" W	11.38'
L3	N 32°36'19" E	30.79'
L4	N 76°14'43" W	20.00'

CURVE	RADIUS	LENGTH	DELTA
C1	1025.00'	6.41'	0°21'30"
C2	1025.00'	28.83'	1°29'59"
C3	100.00'	10.42'	5°58'12"
C4	100.00'	30.81'	17°39'02"
C5	100.00'	25.27'	14°28'39"
C6	100.00'	19.95'	11°25'40"
C7	1000.00'	32.43'	1°51'29"
C8	975.00'	31.63'	1°51'29"
C9	225.00'	18.33'	4°39'53"
C10	175.00'	22.05'	7°13'06"
C11	25.00'	39.27'	90°00'00"
C12	200.00'	31.14'	8°55'18"
C13	200.00'	32.10'	9°11'48"

8/2/96

OSTERGAARD-ROBINSON AND ASSOC.
3630 COLBY AVE. EVERETT, WA. 98201
(206) 259-6445 (206) 827-5854

SW 1/4 NW 1/4
OF SEC 28, TWP 28N, RGE 4E, W.M.
SE 1/4 NE 1/4
OF SEC 29, TWP 28N, RGE 4E, W.M.
SHEET 5 OF 5 A.F. NO. 9608275003

9515MP.DWG VIEW SHEETS PLOTTED 08-21-96

9804160099

WHEN RECORDED RETURN TO:

Michael D. Levy
Lozier Homes Corporation
1203 114th Avenue SE
Bellevue, WA 98033

9804160099
04/16/98 10:40
p.0004 Recorded
Snohomish County

Titles:	Supplementary Declaration of Covenants, Conditions and Restrictions for One Club House Lane Division 10
Grantors:	Lozier Homes Corporation, a Washington Corporation
Grantee:	One Club House Lane Division 10
Legal Description:	One Club House Lane Division 10 as Recorded Under Auditor's File No. 9804165001 Records of Snohomish County, Washington
Tax Parcel ID:	292804-1-010-0007

Unofficial Document

SUPPLEMENTARY DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
ONE CLUB HOUSE LANE
DIVISION 10

THIS SUPPLEMENTARY DECLARATION is made this 15th day of April 1998, by LOZIER HOMES CORPORATION, a Washington corporation ("Declarant").

A. Declarant is the owner and developer of that certain real property situated in the City of Mukilteo, Snohomish County, Washington, commonly known as One Club House Lane, Division 10, which real property is more particularly described on Exhibit A, attached hereto and incorporated herein by this reference. Declarant is also the Declarant in that certain Declaration of Covenants, Conditions and Restrictions for adjacent property known as One Club House Lane South, as recorded under Snohomish County Auditor's No. 9301250639 and as amended under Snohomish County Auditors No. 9509220411 and No. 9609270118 (together the "Declaration").

B. Pursuant to Section 9.1 of the Declaration, Declarant, as the owner of One Club House Lane, Division 10, has the unilateral right to subject such property to the provisions of the Declaration and the jurisdiction of the Association, as defined therein, by recording a Supplementary Declaration describing such property. Pursuant to such Section 9.1, Declarant may unilaterally amend the Declaration as it applies to the property being annexed, in order to reflect the different character of such property.

C. In order to comply with certain provisions of preliminary plat approval of One Club House Lane Divisions A-E (Sector 17, Harbour Pointe) imposed by the City of Mukilteo, as such conditions have been construed by the City, Declarant desires to amend the Declaration, as the Declaration applies to One Club House Lane, Division 10, as requested by the City and as set forth herein.

NOW, THEREFORE, in accordance with the Declaration, Declarant hereby covenants and declares that One Club House Lane, Division 10, as described on Exhibit A, is hereby subjected to all of the covenants, conditions and restrictions of the Declaration and to the jurisdiction of the Association as defined therein; provided, however, that as applied only to One Club House Lane, Division 10, the Declaration is hereby amended as follows:

1. Amendment of Definitions. Article 1, Section 1.1, of the Declaration is hereby amended by the addition of a new subsection 1.1.19, as follows:

1.1.19 "City" means the City of Mukilteo, a municipal corporation organized and existing under the laws of the State of Washington, acting by and through its duly authorized officials, employees, agents, contractors and subcontractors.

2. Amendment of Maintenance Provisions. Article 5 of the Declaration is hereby amended by the addition of a new Section 5.8, as follows:

5.8 Determination of Need for Maintenance or Repair. The City shall have the right, but not the obligation, to inspect, determine the need to maintain or repair, or require the Association to maintain or repair, any of the landscaping, utilities, private roadways, or other facilities that are Common Property within One Club House Lane, Division 10, when the City determines in its reasonable discretion that the same is necessary in the interest of the public health and safety. Declarant, each Owner, and the Association, understand and agree that the City has no obligation to inspect, determine the need to maintain or repair, or require the Association to maintain or repair any such items, and that the City's failure to do so does not create any liability on the City's part or relieve Declarant, any Owner, or the Association, of their respective obligations for maintenance and repair under this Declaration.

Unofficial Document

3. Amendment of Easement of Entry. Article 11, Section 11.3 of the Declaration is hereby amended by the addition of the following at the end of Section 11.3:

> In addition to the Board's right of entry as provided in this Section 11.3, the City shall have the right, but not the obligation, to enter upon any property within One Club House Lane, Division 10, in emergency situations, in order to make necessary repairs to storm drainage improvements.

4. Amendment of Enforcement Provisions. Article 12, Section 12.1, of the Declaration is hereby amended by the addition of the following at the end of Section 12.1

> The City is expressly intended to be a beneficiary of the provisions of Article 5, Section 6.32, and Sections 11.2, 11.3, and 11.4 of this Declaration. The City shall have the right, but not the obligation, to enforce any and all of such provisions as applied to One Club House Lane, Division 10, should the City determine in its reasonable discretion that such enforcement is necessary to protect the public health, safety, or welfare, or to ensure that conditions of plat approval remain in full force and effect in One Club House Lane, Division 10.

5. Amendment of Provision on Amendments. Article 12, Section 12.4 of the Declaration is hereby amended by the addition of the following subsection 12.4.3:

> The provisions of Article 5, Section 6.32, and Sections 11.2, 11.3, and 11.4 of this Declaration are expressly intended to benefit the City. Those provisions are imposed by Declarant in order to comply with conditions imposed by the City on the Plat of One Club House Lane, Division A-E (Section 17, Harbour Pointe), to which this Declaration applies. As applied to One Club House Lane, Division 10, neither this subsection 12.4.3, nor Article 5 or Sections 6.32, 11.2, 11.3 or 11.4, may be amended or revoked without the express written consent of the City.

6. Remainder of Declaration Applies. Except as specifically modified herein, all remaining terms, conditions and provisions of the Declaration shall apply to One Club House Lane, Division 10, as the same are set forth in the Declaration, or as the same may hereafter be amended.

EXECUTED the day and year first above written.

DECLARANT:

LOZIER HOMES CORPORATION, a Washington corporation

By _____
Its PRESIDENT
Michael D. Levy
President

SUBSCRIBED AND SWORN before me this 15th day of APRIL, 1998.

CAROLYN K. CRAWFORD NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 1-24-02

Carolyn K. Crawford
Printed Name CAROLYN K. CRAWFORD
NOTARY PUBLIC in and for the State of Washington, residing at KIRKLAND
My Commission Expires 1-24-02

Unofficial Document

EXHIBIT A

PROPERTY SUBJECTED TO THE DECLARATION
BY
THIS SUPPLEMENTARY DECLARATION

THOSE PORTIONS OF SECTIONS OF SECTIONS 28 AND 29, TOWNSHIP 28 NORTH, RANGE 4 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ONE CLUB HOUSE LANE DIVISION 10, AS RECORDED UNDER AUDITOR'S FILE NO. 9804165001, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

UNOFFICIAL DOCUMENT

ONE CLUB HOUSE LANE

DIVISION 10

CITY OF MUKILTEO, WASHINGTON

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT LOZIER HOMES CORPORATION THE UNDERSIGNED OWNER IN FEE SIMPLE OF THE LAND HEREBY PLATTED, HEREBY DECLARES THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL ROADS, EASEMENTS AND WAYS SHOWN HEREON, EXCEPT THOSE DESIGNATED AS PRIVATE; WITH THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS AND THE RIGHT TO CONTINUE TO DRAIN SAID ROADS AND WAYS OVER AND ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE, AND THE ORIGINAL REASONABLE GRADING OF THE ROADS AND WAYS SHOWN HEREON.

FOLLOWING THE ORIGINAL REASONABLE GRADING OF THE ROADS AND WAYS SHOWN HEREON, NO DRAINAGE WATERS ON ANY LOT OR LOTS SHALL BE DIVERTED OR BLOCKED FROM THEIR NATURAL COURSE SO AS TO DISCHARGE UPON ANY PUBLIC RIGHTS OF WAY OR TO HAMPER PROPER ROAD DRAINAGE. ANY ENCLOSING OF DRAINAGE WATERS IN CULVERTS OR DRAINS OR RE-ROUTING THEREOF ACROSS ANY LOTS, AS MAY BE UNDERTAKEN BY OR FOR THE OWNER OF ANY LOT, SHALL BE DONE BY AND AT THE EXPENSE OF SUCH OWNER.

TRACT 989 AND 999, OPEN SPACE AND TRACT 997, ACTIVE RECREATION AND COMMON OPEN SPACE AND TRACT 998, EMERGENCY ACCESS AND PEDESTRIAN WALKWAY TRACT ARE HEREBY DEDICATED TO THE ONE CLUB HOUSE LANE SOUTH ASSOCIATION UPON RECORDING OF THIS PLAT. SAID ASSOCIATION SHALL BE RESPONSIBLE FOR THE PERPETUAL MAINTENANCE OF SAID TRACTS. TRACTS 991 THROUGH 996, ACCESS AND UTILITY TRACTS, ARE HEREBY DEDICATED TO THE LOTS ADJOINING SAID TRACTS, WITH THE ADJOINING LOTS HAVING AN EQUAL AND UNDIVIDED OWNERSHIP INTEREST IN SAID TRACTS AND EACH ADJOINING LOT HAVING AN EQUAL AND UNDIVIDED RESPONSIBILITY FOR MAINTENANCE OF SAID TRACTS.

THE COST OF CONSTRUCTING AND MAINTAINING ALL ROADS NOT HEREIN DEDICATED AS PUBLIC ROADS SHALL BE THE OBLIGATION OF ALL OF THE OWNERS AND THE OBLIGATION TO MAINTAIN SHALL BE CONCURRENTLY THE OBLIGATION OF ANY CORPORATION IN WHICH TITLE OF THE ROADS AND STREETS MAY BE HELD. IN THE EVENT THAT THE OWNERS OF ANY LOTS SERVED BY THE ROADS OR STREETS OF THIS PLAT SHALL PETITION THE COUNCIL TO INCLUDE THESE ROADS OR STREETS IN THE PUBLIC ROAD SYSTEM, THE PETITIONERS SHALL BE OBLIGATED TO BRING THE SAME TO CITY ROAD STANDARDS APPLICABLE AT THE TIME OF PETITION, IN ALL RESPECTS, INCLUDING DEDICATION OF RIGHT-OF-WAY, PRIOR TO ACCEPTANCE BY THE CITY.

IN WITNESS WHEREOF WE HAVE SET OUR HANDS AND SEALS THIS 13TH DAY OF April, 19 98.

OWNER'S STATEMENT

KNOW ALL MEN BY THESE PRESENT THAT I, OR WE, THE UNDERSIGNED OWNER, OR OWNERS, IN FEE SIMPLE AND ENCUMBRANCES OF THE LAND HEREBY PLATTED, DECLARE THAT THE SUBDIVISION AS DESCRIBED BY THE FOLLOWING LEGAL DESCRIPTION HAS BEEN MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE OWNER, OR OWNERS:

LOZIER HOMES CORPORATION

BY: Michael D Levy TITLE: President

STATE OF WASHINGTON)
)SS
COUNTY OF King)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Michael D Levy IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THIS INSTRUMENT AND ACKNOWLEDGED IT AS THE President OF LOZIER HOMES CORPORATION, A WASHINGTON CORPORATION, TO BE THE FREE AND VOLUNTARY ACT OF SAID PARTY FOR THE USES AND PURPOSES MENTIONED IN THIS INSTRUMENT.

DATED: 4-13-98

LeeAnn Scheermerhorn
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
LeeAnn Scheermerhorn
(NOTARY NAME TO BE PRINTED)
RESIDING AT: Kent
MY APPOINTMENT EXPIRES: 3-22-00

LEGAL DESCRIPTION:

A PORTION OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 28 NORTH, RANGE 4 EAST, W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PORTIONS OF TRACTS A AND B OF THE REVISED EXEMPT SEGREGATION RECORDED IN VOLUME 29 OF SURVEYS, PAGES 174 THROUGH 181, INCLUSIVE, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, AND AS MODIFIED PER SUBSEQUENT SURVEYS RECORDED IN VOLUME 29 OF SURVEYS, PAGES 230 THROUGH 233, INCLUSIVE, AND IN VOLUME 39 OF SURVEYS, PAGE 164, RECORDS OF SAID COUNTY, AND AS PER CITY OF MUKILTEO BOUNDARY LINE ADJUSTMENT NUMBER 93-01 AS RECORDED UNDER AUDITOR'S FILE NUMBER 9301120369; SAID PORTIONS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF SAID TRACT A LYING NORTH OF ONE CLUB HOUSE LANE DIVISION 7, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 58 OF PLATS, PAGES 223 THROUGH 225, INCLUSIVE, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

TOGETHER WITH THAT PORTION OF SAID TRACT B LYING NORTH AND WEST OF THE NORTH AND WEST RIGHT OF WAY CLUBHOUSE LANE AND NORTH OF PARCEL G-1, AS PER SAID BOUNDARY LINE ADJUSTMENT NUMBER 93-01, AND SOUTH OF LOT 29, ONE CLUB HOUSE LANE DIVISION 9, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 62 OF PLATS, PAGES 94 THROUGH 98, INCLUSIVE, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, AND LYING WEST OF LOT 30 OF SAID PLAT OF ONE CLUB HOUSE LANE DIVISION 9;

TOGETHER WITH PARCEL L-2 OF SAID BOUNDARY LINE ADJUSTMENT NUMBER 93-01;

SITUATE IN SNOHOMISH COUNTY, WASHINGTON.

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT OF ONE CLUB HOUSE LANE, DIVISION 10, IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 29, TOWNSHIP 28 NORTH, RANGE 4 EAST, W.M. AS REQUIRED BY STATE STATUTES; THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY; THAT THE MONUMENTS SHALL BE SET AND LOT AND BLOCK CORNERS SHALL BE STAKED CORRECTLY ON THE GROUND, AND THAT I FULLY COMPLIED WITH THE PROVISIONS OF THE STATE AND LOCAL STATUTES AND REGULATIONS GOVERNING PLATTING.

KENT L. ROBINSON, PLS 19583

CROSS REF. # 9804160099

KENT L. ROBINSON STATE OF WASHINGTON 19583 REGISTERED PROFESSIONAL LAND SURVEYOR EXPIRES 9/6/98

4/2/98

APPROVALS

PUBLIC WORKS DIRECTOR

APPROVED JOHN D HOSTICA, THE PUBLIC WORKS DIRECTOR FOR THE CITY OF MUKILTEO, WASHINGTON, HAVE REVIEWED THE PLAT AND HAVE FOUND IT TO COMPLY WITH THE PROVISIONS OF THE APPROVED PRELIMINARY PLAT AND THE REQUIREMENTS AND STANDARDS OF THE CITY'S SUBDIVISION CODE, AND THEREFORE RECOMMEND APPROVAL ON THIS 14TH DAY OF APRIL, 1998.

CITY ENGINEER

APPROVED JOHN D HOSTICA, THE CITY ENGINEER FOR THE CITY OF MUKILTEO, WASHINGTON, HAVE REVIEWED THE PLAT AND HAVE FOUND IT TO COMPLY WITH THE PROVISIONS OF THE APPROVED PRELIMINARY PLAT AND THE REQUIREMENTS AND STANDARDS OF THE CITY'S SUBDIVISION CODE, AND THEREFORE RECOMMEND APPROVAL ON THIS 14TH DAY OF APRIL, 1998.

CITY PLANNING DIRECTOR

APPROVED Heather McCartney, THE PLANNING DIRECTOR FOR THE CITY OF MUKILTEO, WASHINGTON, HAVE REVIEWED THE PLAT AND HAVE FOUND IT TO COMPLY WITH THE PROVISIONS OF THE APPROVED PRELIMINARY PLAT AND THE REQUIREMENTS AND STANDARDS OF THE CITY'S SUBDIVISION CODE, AND THEREFORE RECOMMEND APPROVAL ON THIS 13TH DAY OF April, 1998.

CITY COUNCIL

THE CITY COUNCIL HAS REVIEWED THE FINAL PLAT FOR COMPLIANCE WITH THE APPROVED PRELIMINARY PLAT REQUIREMENTS AND STANDARDS OF THE CITY'S SUBDIVISION ORDINANCE, AND REQUIRED LETTERS OF RECOMMENDATIONS, AND APPROVE THE SUBDIVISION ON THIS 13TH DAY OF APRIL, 1998

Howard Thomas MAYOR ATTEST: CITY CLERK

TREASURER'S CERTIFICATE:

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREIN, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID AND DISCHARGED, INCLUDING 1998 TAXES. April 16, 1998

Bob Dantini TREASURER, SNOHOMISH COUNTY

Valerie A. DEPUTY TREASURER, SNOHOMISH COUNTY

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF OSTERGAARD-ROBINSON & ASSOC. INC. THIS 16TH DAY OF April 1998 AT 40 MINUTES PAST 10:00 A.M. AND RECORDED IN VOLUME ___ OF PLATS, PAGES ___, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

Bob Terwilliger AUDITOR, SNOHOMISH COUNTY

Susan Rotto DEPUTY COUNTY AUDITOR

28/265F

9804165001

OSTERGAARD-ROBINSON AND ASSOC.
3630 COLBY AVE. EVERETT, WA. 98201
(425) 259-6445 (425) 827-5854

NE 1/4 & SE 1/4
SEC 29, TWP 28N, RGE 4E, W.M.

SHEET 1 OF 7

97121N1.DWG SHEET 1 PLOTTED 04-06-98

ONE CLUB HOUSE LANE

DIVISION 10
CITY OF MUKILTEO, WASHINGTON

RESTRICTIONS

1. NO FURTHER SUBDIVISIONS OF ANY LOT WITHOUT RESUBMITTING FOR FORMAL PLAT PROCEDURE.

2. THE SALE OR LEASE OF LESS THAN A WHOLE LOT IN ANY SUBDIVISION PLATTED AND FILED UNDER TITLE 19 OF THE SNOHOMISH COUNTY CODE IS EXPRESSLY PROHIBITED EXCEPT IN COMPLIANCE WITH TITLE 19 OF THE SNOHOMISH COUNTY CODE.

3. ALL LANDSCAPED AREAS IN PUBLIC RIGHT-OF-WAYS SHALL BE MAINTAINED BY THE DEVELOPER AND HIS SUCCESSOR(S) AND MAY BE REDUCED OR ELIMINATED IF DEEMED NECESSARY FOR OR DETRIMENTAL TO CITY ROAD PURPOSES.

4. PRIOR APPROVAL MUST BE OBTAINED FROM THE DIRECTOR OF PUBLIC WORKS BEFORE ANY STRUCTURES, FILL OR OBSTRUCTIONS, INCLUDING FENCES ARE LOCATED WITHIN ANY DRAINAGE EASEMENT CONTAINING PUBLIC UTILITIES OR DELINEATED FLOOD PLAIN AREA.

5. LOTS ABUTTING GOLF COURSE LANDS SHALL BE SUBJECT TO COVENANTS RECORDED UNDER AUDITOR'S FILE NO. 8908230414. A COPY OF SAID DOCUMENT SHALL BE PROVIDED TO THE PROSPECTIVE PURCHASER OF SAID LOTS.

6. SUBJECT TO A ROAD IMPROVEMENTS AGREEMENT FOR IMPROVEMENTS TO HARBOUR POINTE BOULEVARD AND CHENNAULT BEACH ROAD RECORDED UNDER AUDITOR'S FILE NO. 8809020115.

7. SUBJECT TO THE TERMS AND CONDITIONS OF THE SECTOR AGREEMENT RECORDED UNDER AUDITOR'S FILE NO. 8909230415 RELATING TO PROPOSED EASEMENTS, UTILITY COSTS AND ROAD COSTS.

8. SUBJECT TO THE TERMS AND CONDITIONS FOR THE POSSESSION SHORES AGREEMENT AND CHEVRON AGREEMENT RECORDED UNDER AUDITOR'S FILE NOS. 7808310138 AND 7808310140, RESPECTIVELY.

9. SUBJECT TO THE TERMS AND CONDITIONS OF EASEMENT AGREEMENTS RECORDED UNDER AUDITOR'S FILE NUMBER 9212280558 FOR STORM DRAINAGE AND DETENTION FACILITIES.

10. A MINIMUM OF 25% OF THE CONIFER TREES, WHERE THE TRUNK IS OVER 8 INCHES IN DIAMETER 3 FEET ABOVE THE GROUND, SHALL BE RETAINED ON EACH LOT IN THE PLAT OR AN 8 FOOT TALL NORTHWEST NATIVE CONIFER SHALL BE PLANTED TO REPLACE EVERY SUCH TREE WHERE REMOVAL CANNOT BE AVOIDED; A MAXIMUM OF FOUR REPLACEMENT TREES ARE REQUIRED TO SATISFY THIS REQUIREMENT. IN ANY EVENT THERE SHALL BE A MINIMUM OF FOUR NORTHWEST NATIVE CONIFER TREES REMAINING ON EACH LOT.

11. WITH THE EXCEPTION OF THE RECREATION AREAS AND PEDESTRIAN ACCESS IDENTIFIED ON THE PLAT MAP, ALL OPEN SPACE AREAS (TRACTS) SHALL BE NATIVE GROWTH PROTECTION AREAS (NGPA) AND SHALL REMAIN IN A SUBSTANTIALLY NATURAL STATE. WITH THE EXCEPTION OF SELECTIVE THINNING, NO CLEARING, GRADING, FILLING, BUILDING CONSTRUCTION OR PLACEMENT, FENCE CONSTRUCTION, PARK IMPROVEMENT CONSTRUCTION OR ROAD CONSTRUCTION OF ANY KIND SHALL OCCUR WITHIN THESE AREAS; PROVIDED THAT UNDERGROUND UTILITY LINES AND DRAINAGE DISCHARGE SWALES MAY CROSS SUCH AREAS UTILIZING THE SHORTEST ALIGNMENT POSSIBLE IF AND ONLY IF NO FEASIBLE ALIGNMENT IS AVAILABLE WHICH WOULD AVOID SUCH A CROSSING. REMOVAL OF VEGETATION BY THE PROPERTY OWNER SHALL BE LIMITED TO THAT WHICH IS DEAD, DISEASED OR HAZARDOUS. PLANS FOR SELECTED THINNING SHALL BE APPROVED BY THE CITY OF MUKILTEO PLANNING DEPARTMENT.

12. ALL DRAINAGE EASEMENTS SHALL BE DENOTED AS PRIVATE IF THE DRAINAGE LINE CONTAINED WITHIN IS SMALLER THAN 12" IN DIAMETER. ALL PRIVATE EASEMENTS SHALL BE MAINTAINED BY EITHER THE INDIVIDUAL HOMEOWNERS, THE HOMEOWNER'S ASSOCIATION OR A COMBINATION THEREOF. THE PROPERTY OWNERS SHALL PERMIT THE CITY, IN EMERGENCY SITUATIONS, ALTHOUGH NOT REQUIRED, TO ENTER ANY OF THE LOTS IN ORDER TO MAKE NECESSARY REPAIRS TO THE STORM DRAINAGE SYSTEM. ALL EASEMENTS CONTAINING STORM DRAINAGE LINES 12" AND LARGER SHALL BE DESIGNATED AS PUBLIC DRAINAGE EASEMENTS. ALL PUBLIC DRAINAGE EASEMENT SHALL BE DEDICATED TO THE PUBLIC AND BE MAINTAINED BY THE CITY.

13. PPM LOTS 21-27 AND 70-76 SHALL BE DEVELOPED IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE TERRA AND ASSOCIATES SOILS REPORT ON FILE AT THE CITY OF MUKILTEO. DEVIATIONS FROM THE RECOMMENDATIONS OF THE APPROVED SOILS REPORT WILL BE ACCOMPANIED BY NEW SOILS REPORTS AND SITE PLANS PREPARED IN ACCORDANCE WITH THE PPM (PROFESSIONAL PLANNING METHOD) STANDARDS LISTED IN SNOHOMISH COUNTY CODE.

14. SURFACE WATER RUN-OFF FROM STREETS SHALL BE COLLECTED BY THE STORM DRAINAGE SYSTEM AND DIRECTED TO THE EXISTING STORM WATER RETENTION/DETENTION FACILITIES LOCATED IN SECTOR 12 AND IN TRACT 997. SURFACE WATER RUN-OFF FROM DRIVEWAYS AND ROOFS, WHERE FEASIBLE, SHALL BE COLLECTED BY THE STORM DRAINAGE SYSTEM AND DIRECTED TO THE EXISTING STORM WATER RETENTION/DETENTION FACILITIES LOCATED IN SECTOR 12 AND TRACT 997.

15. A MINIMUM FINISHED FLOOR ELEVATION IN ORDER TO OBTAIN GRAVITY SEWER SERVICE AS REQUIRED FOR LOTS 21-23, 26-29, 32, 53, 56-58, 69-73 AND 77. SEE APPROVED ALDERWOOD WATER AND SEWER PLANS AT THE ALDERWOOD WATER DISTRICT.

RESTRICTIONS (CONT.)

16. THE 6 FOOT FENCE CONSTRUCTED ALONG THE WEST BOUNDARIES OF LOTS 28-30, 32-34, 37-39, 42, 43, 46-48, 51-53, 56-58, 64-69, AND ALONG THE WEST BOUNDARY OF TRACT 998, SHALL BE MAINTAINED BY THE ONE CLUBHOUSE LANE SOUTH ASSOCIATION.

17. NO ACCESS FROM ANY LOT IN THIS SUBDIVISION SHALL BE PERMITTED TO 64TH AVENUE WEST. ALL LOTS SHALL TAKE VEHICULAR ACCESS FROM INTERIOR PLAT ROADS.

18. TRACT 990, PRIVATE ROAD TRACT, SHALL REMAIN IN THE OWNERSHIP OF LOZIER HOMES CORP. AFTER RECORDING OF THE PLAT, LOZIER HOMES SHALL DEED SAID TRACT TO THE OWNER OF LOT 41, BLOCK 2, WINDANDTIDE ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 49, RECORDS OF SNOHOMISH COUNTY, WASHINGTON OR TO THE ONE CLUB HOUSE LANE SOUTH ASSOCIATION.

DISCLOSURE STATEMENT TO ALL PROSPECTIVE PURCHASERS OF PROPERTY IN SECTOR 17 (A PORTION OF COVENANTS RECORDED UNDER AUDITOR'S FILE NO. 8908230414)

DECLARANT AND THE GOLF ASSOCIATES HEREBY DISCLOSE TO OWNERS AND PURCHASERS OF LOTS, AND PARTICULARLY LOTS ADJOINING THE GOLF COURSE, THAT AN ACTIVE, EIGHTEEN HOLE GOLF COURSE WILL BE OPEN TO THE PUBLIC AND IS EXPECTED TO RECEIVE HEAVY PLAY BY GOLFERS OF A WIDE RANGE OF SKILL LEVELS. THE DECLARANT AND GOLF ASSOCIATES HEREBY PLACE ON NOTICE THE OWNER AND PURCHASER OF EACH LOT SITUATED WITHIN THE IMMEDIATE VICINITY OF THE GOLF COURSE THAT GOLF WILL BE PLAYED ON THE GOLF COURSE PROPERTY REGULARLY AND CONTINUOUSLY DURING THE DAYLIGHT HOURS, THAT VARIOUS MAINTENANCE ACTIVITIES INCLUDING OPERATION OF IRRIGATION SYSTEMS AND MOWING EQUIPMENT WILL OCCUR ON AN ONGOING BASIS; THAT GOLF BALLS FREQUENTLY FLY IN VARYING DIRECTIONS AND MAY STAND WITHIN A LOT OUTSIDE THE BOUNDARIES OF THE GOLF COURSE; THAT GOLF BALLS ARE HARD AND CAN CAUSE DAMAGE TO PROPERTY AND BODILY INJURY TO INDIVIDUALS WHO MAY BE STRUCK BY SUCH GOLF BALLS. EACH OWNER IS ENCOURAGED TO TAKE INTO CONSIDERATION THE EXISTENCE OF THE GOLF COURSE, THE POTENTIAL LINES OF FLIGHT OF WAYWARD GOLF SHOTS, AND OTHER PERTINENT FACTORS RELATING TO THE GOLF COURSE IN THE CONSTRUCTION AND SITING OF IMPROVEMENTS AND LANDSCAPING OF SAID PROPERTY.

EXCEPTIONS AND RESERVATIONS

SUBJECT TO EXCEPTIONS AND RESERVATIONS CONTAINED IN DEED RECORDED UNDER AUDITOR'S FILE NO. 7811300199, WHEREBY CHEVRON U.S.A. INC. RESERVED UNTO ITSELF, ITS SUCCESSORS AND ASSIGNS, ALL OIL, GAS AND OTHER HYDROCARBONS, GEOTHERMAL RESOURCES AS DEFINED IN SECTION 79.76.030, REVISED CODE OF WASHINGTON, AND ALL OTHER MINERALS, WHETHER SIMILAR TO THOSE HEREIN SPECIFIED OR NOT WITHIN OR THAT MAY BE PRODUCED FROM SAID REAL PROPERTY; PROVIDED, HOWEVER, THAT ALL RIGHTS AND INTEREST IN THE SURFACE OF SAID REAL PROPERTY ARE HEREBY CONVEYED TO GRANTEE, NO RIGHT OR INTEREST OF ANY KIND THEREIN, EXPRESS OR IMPLIED, BEING EXCEPTED OR RESERVED TO GRANTOR EXCEPT AS HEREINAFTER EXPRESSLY SET FORTH.

ALSO EXCEPTING AND RESERVING TO GRANTOR, ITS SUCCESSORS AND ASSIGNS, THE SOLE AND EXCLUSIVE RIGHT FROM TIME TO TIME TO DRILL AND MAINTAIN WELLS OR OTHER WORKS INTO OR THROUGH SAID REAL PROPERTY BELOW A DEPTH OF FIVE HUNDRED (500) FEET AND TO PRODUCE, INJECT, STORE AND REMOVE FROM OR THROUGH SUCH WELLS OR WORKS, OIL, GAS AND OTHER SUBSTANCES OF WHATEVER NATURE, INCLUDING THE RIGHT TO PREFORM ANY AND ALL OPERATIONS DEEMED BY GRANTOR NECESSARY OR CONVENIENT FOR THE EXERCISE OF SUCH RIGHTS.

EASEMENT PROVISIONS

1. AN EASEMENT SHALL BE RESERVED FOR AND GRANTED TO ALL UTILITIES, INCLUDING ALDERWOOD WATER DISTRICT, SERVING THE SUBJECT PLAT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR 10 FEET PARALLEL WITH AND ADJOINING THE STREET FRONTAGE OF ALL LOTS AND TRACTS AND UNDER AND UPON ALL OF PRIVATE ROADWAY TRACTS 991 THROUGH 996, INCLUSIVE, IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND CONDUITS, CABLES, PIPE AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, AND UTILITY SERVICE TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AND TRACTS AT ALL TIMES FOR THE PURPOSES HEREIN STATED.

2. IN ADDITION TO THOSE EASEMENT RIGHTS SPECIFICALLY GRANTED TO ALDERWOOD WATER DISTRICT ABOVE, A WATER EASEMENT OVER LOT 66, AS SHOWN ON THE FACE OF THE PLAT, AND A SEWER EASEMENT OVER LOT 24 AND TRACT 997, AS SHOWN ON THE FACE OF THE PLAT, ARE ALSO GRANTED TO THE ALDERWOOD WATER DISTRICT. THE EASEMENTS HEREBY GRANTED TO ALDERWOOD WATER DISTRICT SHALL REMAIN FREE FROM ALL STRUCTURES, SUCH AS COVERED PARKING, DECKS, OVERHANGS, SHEDS, ETC. AND ACCESS SHALL REMAIN UNOBSTRUCTED BY FENCES.

3. SIDE SEWER EASEMENT ACROSS TRACT 991 IS HEREBY RESERVED FOR THE USE AND BENEFIT OF LOTS 56, 57 AND 58 RESPECTIVELY

SIDE SEWER EASEMENT ACROSS TRACT 992 IS HEREBY RESERVED FOR THE USE AND BENEFIT OF LOTS 51, 52 AND 53 RESPECTIVELY

SIDE SEWER EASEMENT ACROSS TRACT 993 IS HEREBY RESERVED FOR THE USE AND BENEFIT OF LOTS 46, 47 AND 48 RESPECTIVELY

SIDE SEWER EASEMENT ACROSS TRACT 994 IS HEREBY RESERVED FOR THE USE AND BENEFIT OF LOTS 42, 43 AND 44 RESPECTIVELY

SIDE SEWER EASEMENT ACROSS TRACT 995 IS HEREBY RESERVED FOR THE USE AND BENEFIT OF LOTS 37, 38 AND 39 RESPECTIVELY

SIDE SEWER EASEMENT ACROSS TRACT 996 IS HEREBY RESERVED FOR THE USE AND BENEFIT OF LOTS 32, 33 AND 34 RESPECTIVELY

SIDE SEWER EASEMENT ACROSS LOTS, 1 AND 2 IS HEREBY RESERVED FOR THE USE AND BENEFIT OF LOTS 1, 2 AND 3, RESPECTIVELY

IT IS AGREED THAT THE COST OF MAINTENANCE, REPAIR OR RECONSTRUCTION OF THE SIDE SEWER USED IN COMMON SHALL BE BORNE IN EQUAL SHARES BY THE OWNERS OF THE RESPECTIVE BENEFITED LOTS, AND WHEN NECESSARY TO REPAIR, CLEAR OR RECONSTRUCT THE SEWER, THE PARTIES TO THIS AGREEMENT SHALL HAVE A RIGHT OF ENTRY FOR THAT PURPOSE.

4. DRAINAGE EASEMENTS DESIGNATED ON THE PLAT, INCLUDING THE DRAINAGE EASEMENT OVER LOTS 25 AND 26 AND TRACT 997, ARE HEREBY RESERVED FOR AND GRANTED TO THE CITY OF MUKILTEO EXCEPT THOSE DESIGNATED ON THE PLAT AS PRIVATE EASEMENTS, FOR THE RIGHT OF INGRESS AND EGRESS AND THE RIGHT TO EXCAVATE, CONSTRUCT, OPERATE, MAINTAIN, REPAIR AND/OR REBUILD AN ENCLOSED OR OPEN CHANNEL STORM WATER CONVEYANCE SYSTEM AND/OR DRAINAGE FACILITIES, UNDER, UPON OR THROUGH THE DRAINAGE EASEMENT.

PRIVATE LOT DRAINAGE EASEMENTS SHOWN HEREON ARE FOR THE BENEFIT OF ADJACENT LOT OWNERS IN THIS PLAT ONLY.

5. TRACTS 991 THROUGH 996 INCLUSIVE, ARE FOR THE PURPOSES OF ACCESS, DRAINAGE AND UTILITIES. SAID TRACTS ARE OWNED AND MAINTAINED BY THE BENEFITTED ADJOINING LOTS. EASEMENTS RESERVED AND GRANTED IN EASEMENT PARAGRAPH ONE, ABOVE, BENEFIT THE ADJOINING LOTS AS FOLLOWS:

TRACT 991 IS HEREBY GRANTED FOR THE USE AND BENEFIT OF LOTS 55, 56, 57, 58 AND 59.

TRACT 992 IS HEREBY GRANTED FOR THE USE AND BENEFIT OF LOTS 50, 51, 52, 53 AND 54.

TRACT 993 IS HEREBY GRANTED FOR THE USE AND BENEFIT OF LOTS 45, 46, 47, 48 AND 49.

TRACT 994 IS HEREBY GRANTED FOR THE USE AND BENEFIT OF LOTS 41, 42, 43 AND 44.

TRACT 995 IS HEREBY GRANTED FOR THE USE AND BENEFIT OF LOTS 36, 37, 38, 39 AND 40.

TRACT 996 IS HEREBY GRANTED FOR THE USE AND BENEFIT OF LOTS 31, 32, 33, 34 AND 35.

6. A 5' EASEMENT IS HEREBY GRANTED TO PUGET SOUND ENERGY ACROSS TRACT 998.

KENT L. ROBINSON
STATE OF WASHINGTON
19583
REGISTERED
PROFESSIONAL LAND SURVEYOR
EXPIRES 9/8/98

4/2/98

9804165001

OSTERGAARD-ROBINSON AND ASSOC.
3630 COLBY AVE. EVERETT, WA. 98201
(425) 259-6445 (425) 827-5854

NE 1/4 AND SE 1/4
SEC 29, TWP 28N, RGE 4E, W.M.
SHEET 2 OF 7 A.F. NO. _____

871214p1.DWG SHEET 2 PLOTTED 04-02-98 08:

ONE CLUB HOUSE LANE

DIVISION 10
CITY OF MUKILTEO, WASHINGTON

MERIDIAN: ONE CLUB HOUSE LANE DIV.'S 6 & 8 VOL. 57, PGS. 258-270, & VOL. 58, PGS. 226-229 PER CENTERLINE MONUMENTS ON CLUB HOUSE LANE AT THE INTERSECTIONS WITH BAYVIEW DRIVE & CHAMPIONSHIP CIRCLE

SCALE: 1" = 200'

DETAIL: MON TIES
SCALE: 1"=100'

DETAIL
SCALE: 1"=50'

SEE DETAIL RIGHT

CLUB HOUSE LANE

TR 989
255 sq ft

ONE CLUBHOUSE LANE DIV 8

ONE CLUBHOUSE LANE DIV 9

ONE CLUBHOUSE LANE DIV 2

ONE CLUBHOUSE LANE DIV 7

CHAMPIONSHIP CIRCLE

TRAC 999 OPEN SPACE

TR 998 ACTIVE RECREATIONAL OPEN SPACE

TR 999

TR 990

FAIRWAY NO 14

FAIRWAY NO 15

* PPM LOTS SEE RESTRICTION NOTE 13 ON SHEET 2 OF 7

COUNTY PARK

SCENIC DR

CLEARVIEW DRIVE

WINDANDTIDE ADDITION VOL 12, PG 49-56

NW CORNER NE1/4, NE1/4 S29 T28N R4E
FND 4"X4" CONC MON W/1-1/2" BRASS DISK W/"X" VISITED 07-01-97

FND 1-1/2" IRON PIPE W/COPPER PLUG & PUNCH VISITED 07-01-97

FND 1-1/2" IRON PIPE CONC FILLED W/PUNCH VISITED 07-01-97

SW CORNER SE1/4,NE1/4

1/16TH FND 2" IRON ROD VISITED 07-01-97

LEGEND:
- SET SNOHOMISH COUNTY STANDARD CONC MON & CASE
- FOUND SNOHOMISH COUNTY STANDARD CONC MON & CASE VISITED 11-21-95
- FND IRON PIPE AS NOTED

G-4 = GROUP FOUR
W&T = WINDANDTIDE ADDITION, V.12, P.49
AWD = ALDERWOOD WATER DISTRICT ESMT
PSD = PRIVATE STORM DRAINAGE EASEMENT
PSS = PRIVATE SIDE SEWER EASEMENT

SURVEY PROCEDURES:
LIETZ SET 3 1" TOTAL STATION USED FOR CONTROL, PLAT MONUMENTATION AND LOT STAKING.
LINEAR AND ANGULAR CLOSURE MEETS OR EXCEEDS FIELD TRAVERSE STANDARDS SET IN WAC 332-130-090

NOTE: SET 1/2" x 24" REBAR AND PLASTIC CAP MARKED "19583" AT ALL LOT CORNERS AND ANGLE POINTS

KENT L. ROBINSON
STATE OF WASHINGTON
19583
REGISTERED PROFESSIONAL LAND SURVEYOR
EXPIRES 9/6/98

4/2/98

NE 1/4 AND SE 1/4
SEC 29, TWP 28N, RGE 4E, W M
SHEET 3 OF 7 A.F. NO. 9804165001

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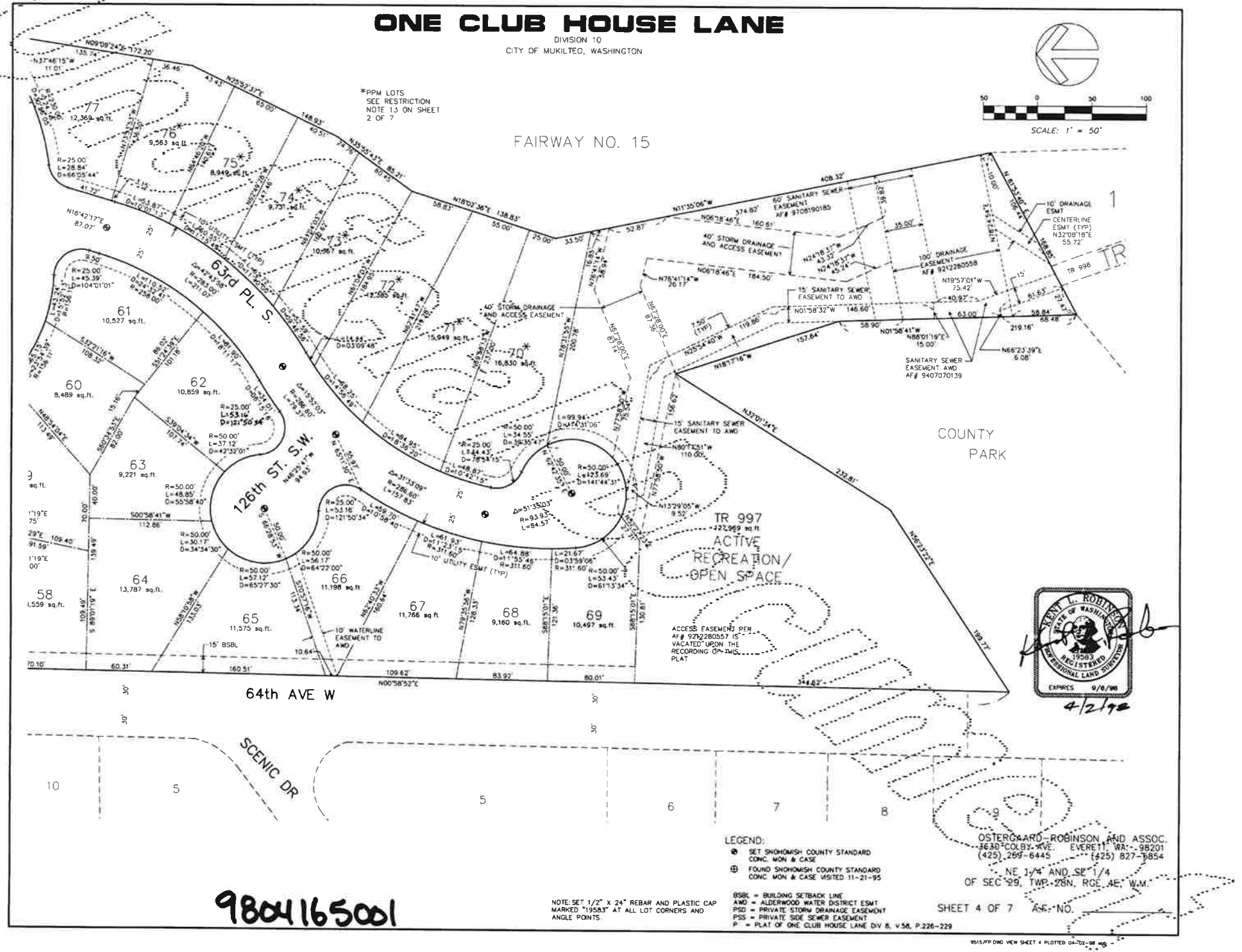
371211p1.DWG SHEET 3 PLOTTED 04-07-98

ONE CLUB HOUSE LANE

DIVISION 10
CITY OF MUKILTEO, WASHINGTON



LEGEND:
- ● SET SNOHOMISH COUNTY STANDARD CONC. MON & CASE
- ⊕ FOUND SNOHOMISH COUNTY STANDARD CONC. MON & CASE VISITED 11-21-95

NOTE: SET 1/2" x 24" REBAR AND PLASTIC CAP MARKED "19583" AT ALL LOT CORNERS AND ANGLE POINTS.

BSBL = BUILDING SETBACK LINE
AWD = ALDERWOOD WATER DISTRICT ESMT
PSD = PRIVATE STORM DRAINAGE EASEMENT
PSS = PRIVATE SIDE SEWER EASEMENT
P = PLAT OF ONE CLUB HOUSE LANE DIV 8, V.58, P.226-229

OSTERGAARD-ROBINSON AND ASSOC.
3630 COLBY AVE. EVERETT, WA. 98201
(425) 259-6445 (425) 827-6854

NE 1/4 AND SE 1/4
OF SEC 29, TWP 28N, RGE 4E, W.M.

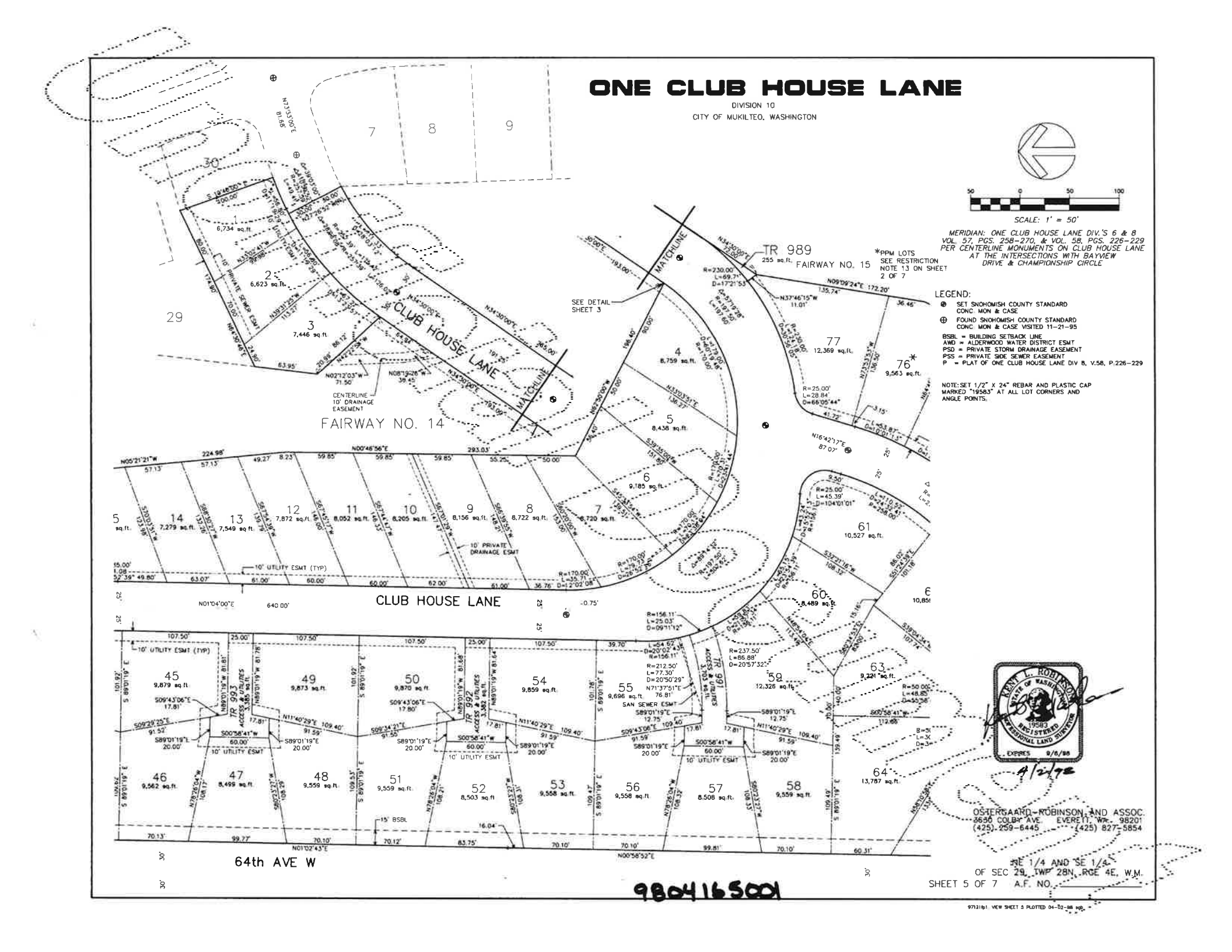
SHEET 4 OF 7 A.F. NO. _____

9804165001

9515/FP.DWG VIEW SHEET 4 PLOTTED 04-02-98 #09

ONE CLUB HOUSE LANE

DIVISION 10
CITY OF MUKILTEO, WASHINGTON



*PPM LOTS SEE RESTRICTION NOTE 13 ON SHEET 2 OF 7

SCALE: 1' = 50'

MERIDIAN: ONE CLUB HOUSE LANE DIV.'S 6 & 8 VOL. 57, PGS. 258-270, & VOL. 58, PGS. 226-229 PER CENTERLINE MONUMENTS ON CLUB HOUSE LANE AT THE INTERSECTIONS WITH BAYVIEW DRIVE & CHAMPIONSHIP CIRCLE

LEGEND:

- ⊕ SET SNOHOMISH COUNTY STANDARD CONC. MON & CASE
- ⊕ FOUND SNOHOMISH COUNTY STANDARD CONC. MON & CASE VISITED 11-21-95

BSBL = BUILDING SETBACK LINE
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NOTE: SET 1/2" X 24" REBAR AND PLASTIC CAP MARKED "19583" AT ALL LOT CORNERS AND ANGLE POINTS.

KENT L. ROBINSON
STATE OF WASHINGTON
19583
REGISTERED PROFESSIONAL LAND SURVEYOR
EXPIRES 9/6/98

4/24/98

OSTERGAARD-ROBINSON AND ASSOC.
3630 COLBY AVE. EVERETT, WA. 98201
(425) 259-6445 (425) 827-5854

NE 1/4 AND SE 1/4
OF SEC 29, TWP 28N, RGE 4E, W.M.

SHEET 5 OF 7 A.F. NO.

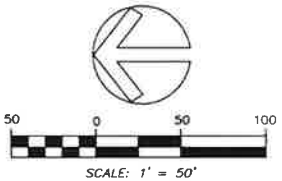
9804165001

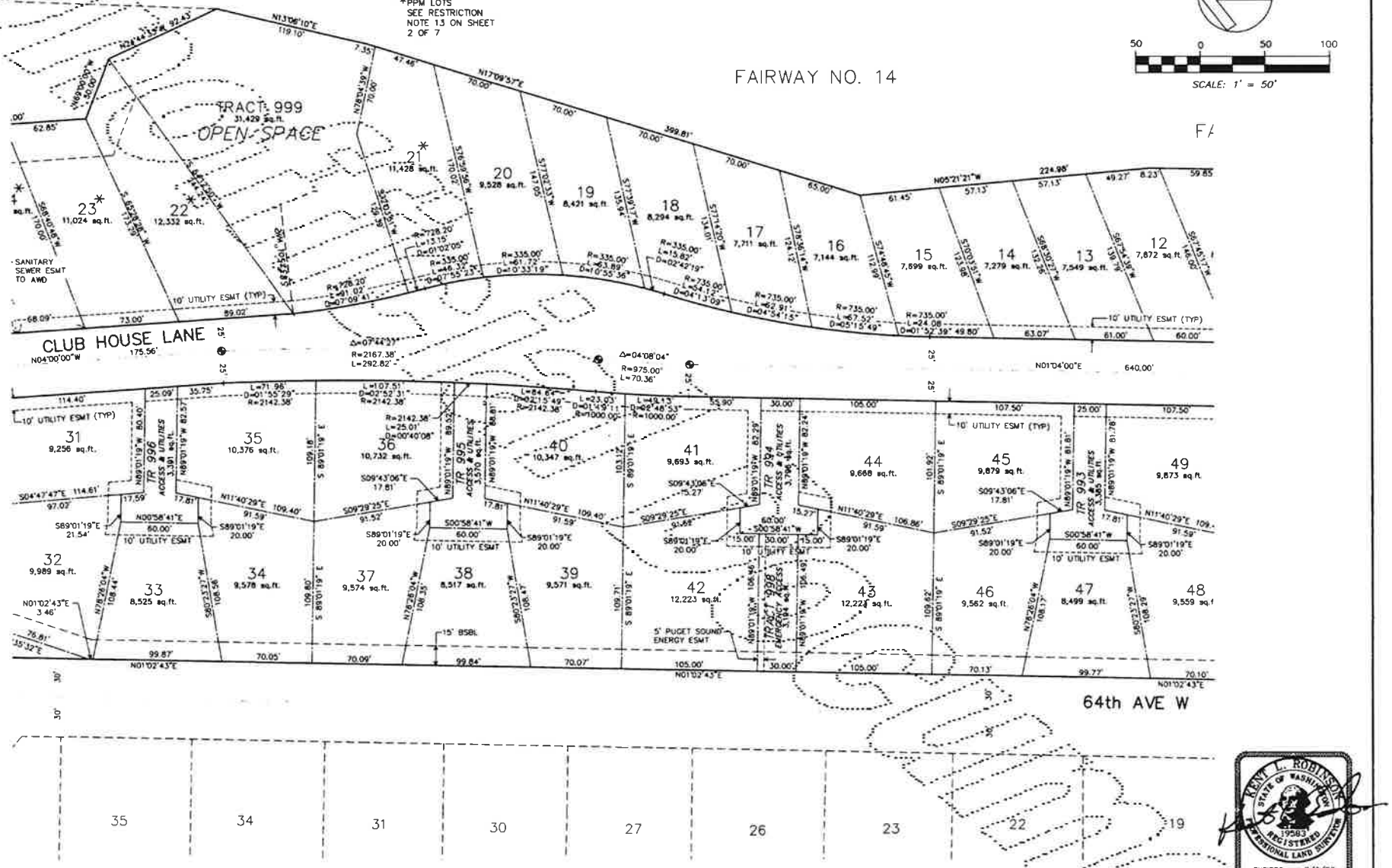
97121b1. VIEW SHEET 5 PLOTTED 04-02-98 8:08

ONE CLUB HOUSE LANE

DIVISION 10
CITY OF MUKILTEO, WASHINGTON

*PPM LOTS
SEE RESTRICTION
NOTE 13 ON SHEET
2 OF 7





KENT L. ROBINSON
STATE OF WASHINGTON
19583
REGISTERED
PROFESSIONAL LAND SURVEYOR
EXPIRES 9/6/98

4/2/98

OSTERGAARD-ROBINSON AND ASSOC.
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NE 1/4 AND SE 1/4
OF SEC 29, TWP 28N, RGE 4E, W.M.

LEGEND:

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P = PLAT OF ONE CLUB HOUSE LANE DIV 8, V.58, P.226-229

NOTE: SET 1/2" X 24" REBAR AND PLASTIC CAP MARKED "19583" AT ALL LOT CORNERS AND ANGLE POINTS.

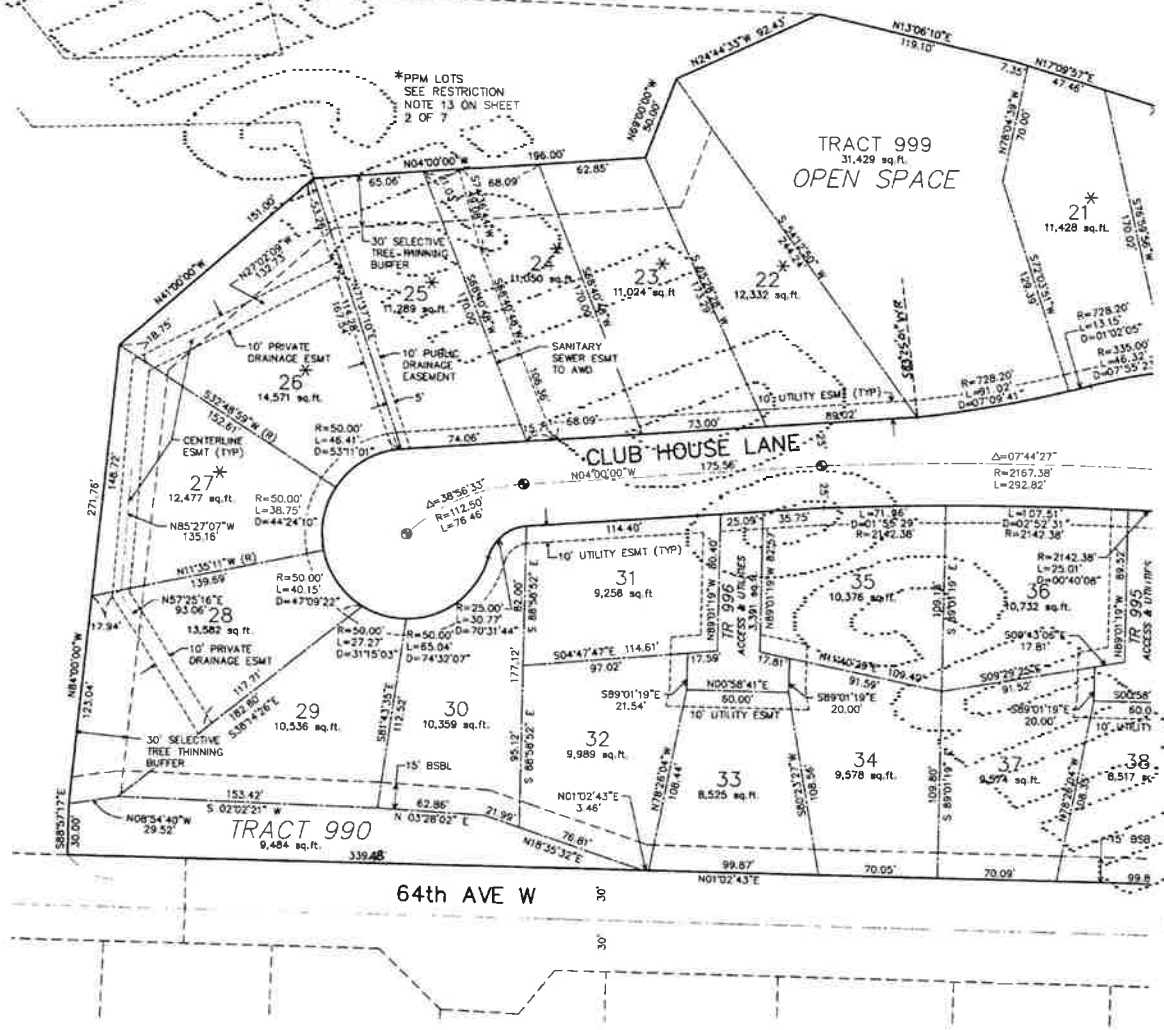
SHEET 6 OF 7 A.F. NO. _____

9804165001

97121b1.DWG SHEET 6 PLOTTED 04-02-98 ajb

ONE CLUB HOUSE LANE

DIVISION 10
CITY OF MUKILTEO, WASHINGTON



SCALE: 1' = 50'

MERIDIAN: ONE CLUB HOUSE LANE DIV.'S 6 & 8 VOL. 57, PGS. 258-270, & VOL. 58, PGS. 226-229 PER CENTERLINE MONUMENTS ON CLUB HOUSE LANE AT THE INTERSECTIONS WITH BAYVIEW DRIVE & CHAMPIONSHIP CIRCLE

LEGEND:

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KENT L. ROBINSON
STATE OF WASHINGTON
19583
REGISTERED PROFESSIONAL LAND SURVEYOR
EXPIRES 9/6/98

4/2/98

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(425) 259-6445 (425) 827-5854

NE 1/4 AND SE 1/4
OF SEC 29, TWP 28N, RGE 4E, W.M.

SHEET 7 OF 7 A.F. NO. _____

9804165001

972126b1.DWG SHEET 7 PLOTTED 04-02-98

AFTER RECORDING, PLEASE MAIL TO: LOZIER HOMES CORPORATION
1203 114TH AVENUE SE
BELLEVUE WA 98004

CHICAGO TITLE INSURANCE COMPANY HAS PLACED THIS DOCUMENT OF RECORD AS A CUSTOMER COURTESY AND ACCEPTS NO LIABILITY FOR THE ACCURACY OR VALIDITY OF THE DOCUMENT.

9-
Ct 21692

RECORDED
'95 AUG -2 P4:16
BOB TERRELL SNOHOMISH

AMENDATORY DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
ONE CLUB HOUSE LANE SOUTH ASSOCIATION

9508020338
Chicago Title Ins. Co.

THIS AMENDATORY DECLARATION is made this 21st day of July, 1995, by LOZIER HOMES CORPORATION, a Washington corporation ("Declarant").

Declarant has determined, pursuant to section 12.4 of that certain Declaration of Covenants, Conditions and Restrictions for the Property known as One Club House Lane South, as recorded under Snohomish County Auditor's No. 9301250639 and as amended under Snohomish County Auditor's No. 9503170235 and 9503170236, (the "Declaration") that amendments to the Declaration are required to bring provisions of the Declaration into compliance with Engrossed Substitute House Bill No. 1471, passed by the 1995 Washington State Legislature.

NOW, THEREFORE, in accordance with the Declaration, Declarant hereby amends the sections of the Declaration set forth below to read follows:

3.2 Board Of Directors. The number of directors shall be as set forth in the Bylaws. The Board of Directors shall be elected by the Owners in accordance with the Bylaws.

3.3 Membership. Every person who is the record owner of a fee or undivided fee interest in any Lot that is subject to this Declaration shall be deemed to have a membership in the Association. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more Persons, shall have more than one (1) membership per Lot. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided in this Declaration and in the Bylaws. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The rights and privileges of membership, including the right to vote and to hold office, may be exercised by a member or the member's spouse, but in no

RECORDED BY SNOHOMISH AUDITOR-BOB TERWILLIGER, COUNTY AUDI

event shall more than one (1) vote be cast nor office held for each Lot owned.

4.3 Computation. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year, which shall include a capital reserve in accordance with a capital budget separately prepared. The Board shall cause the budget and the assessments to be levied against each Lot for the following year to be delivered to each member at least thirty (30) days prior to the end of the current fiscal year. The budget and the assessment shall become effective unless disapproved at a meeting by a majority of the Total Association Vote. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

4.4 Revised Budget. If the financial circumstances of the Association materially change during any year, the Board may prepare a revised budget for the balance of the year. The Board shall cause the revised budget and assessments to be delivered to each member at least thirty (30) days before their effective date. Such revised budget and assessments shall become effective unless disapproved at a meeting by a majority of the Total Association Vote. If the revised budget is disapproved, the budget then in effect shall continue for the remainder of the year.

12.1 Enforcement. Each Owner and Occupant shall comply strictly with the Association's Bylaws, rules and regulations, the use restrictions, as they may be lawfully amended or modified from time to time, and with the covenants, conditions and restrictions set forth in this Declaration and in the deed to such Owner's lot, if any. The Board of Directors may impose fines or other sanctions pursuant to procedures established by the Bylaws, which may be collected as provided herein for the collection of assessments. Failure to comply with this Declaration, the Bylaws or the rules and regulations shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board of Directors, on behalf of the Association, or in a proper case, by an aggrieved Owner. Failure by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Board shall have the right to record a notice of violation of the Declaration, Bylaws, rules and regulations, or design guidelines and to

RECORDED BY SNOHOMISH ABSTRACT-BOB TEMPELLER, COUNTY AUD

assess the cost of recording and removing such notice against the Owner who is responsible (or whose Occupants are responsible) for violating the foregoing.

DECLARANT:

LOZIER HOMES CORPORATION, a Washington corporation

By _____

Its Michael D. Levy
Vice President

SUBSCRIBED AND SWORN to before me this 21st day of July, 1995

Alan S. Rosenthal
Printed name

NOTARY PUBLIC in and for the State of Washington, residing at Mercer Island
My Commission expires 7-5-97

9508020338

VOL. 3056 PAGE 2437

After recording please return to:
CDD Administrator
City of Mukilteo
4480 Chennault Beach Road
Mukilteo, WA 98275

9503170235

95 MAR 17 P1:43

BOB TERMILLINGER AUDITOR
SNOHOMISH COUNTY, WASH.

RECORDED

SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ONE CLUB HOUSE LANE SOUTH DIVISIONS 7 AND 8

THIS SUPPLEMENTARY DECLARATION is made this 6th day of March, 1995, by LOZIER HOMES CORPORATION, a Washington corporation ("Declarant").

A. Declarant is the owner and developer of that certain real property situated in the City of Mukilteo, Snohomish County, Washington, commonly known as One Club House Lane, Divisions 7 and 8, which real property is more particularly described on Exhibit A, attached hereto and incorporated herein by this reference. Declarant is also the Declarant in that certain Declaration of Covenants, Conditions and Restrictions for the adjacent property known as One Club House Lane South, as recorded under Snohomish County Auditor's No. 9301250639 ("Declaration").

B. Pursuant to Section 9.1 of the Declaration, Declarant as the owner of One Club House Lane, Divisions 7 and 8, has the unilateral right to subject such property to the provisions of the Declaration and the jurisdiction of the Association, as defined therein, by recording a Supplementary Declaration describing such property. Pursuant to such Section 9.1, Declarant may unilaterally amend the Declaration as it applies to the property being annexed, in order to reflect the different character of such property.

C. In order to comply with certain provisions of preliminary plat approval of One Club House Lane Divisions A-E (Sector 17, Harbour Pointe) imposed by the City of Mukilteo, as such conditions have been construed by the City, Declarant desires to amend the Declaration, as the Declaration applies to One Club House Lane, Divisions 7 and 8, as requested by the City and as set forth herein.

NOW, THEREFORE, in accordance with the Declaration, Declarant hereby covenants and declares that One Club House Lane, Divisions 7 and 8, as described on Exhibit A, is hereby subjected to all of the covenants, conditions and restrictions of the Declaration and to the jurisdiction of the Association as defined therein; provided, however, that as applied only to One Club House Lane, Divisions 7 and 8, the Declaration is hereby amended as follows:

001

1. Amendment of Definitions. Article 1, Section 1.1, of the Declaration is hereby amended by the addition of a new subsection 1.1.19, as follows:

1.1.19 "City" means the City of Mukilteo, a municipal corporation organized and existing under the laws of the State of Washington, acting by and through its duly authorized officials, employees, agents, contractors, and subcontractors.

2. Amendment of Maintenance Provisions. Article 5 of the Declaration is hereby amended by the addition of a new Section 5.8, as follows:

5.8 Determination of Need for Maintenance or Repair. The City shall have the right, but not the obligation, to inspect, determine the need to maintain or repair, or require the Association to maintain or repair, any of the landscaping, utilities, private roadways, or other facilities that are Common Property within One Club House Lane, Divisions 7 and 8, when the City determines in its reasonable discretion that the same is necessary in the interest of public health and safety. Declarant, each Owner, and the Association, understand and agree that the City has no obligation to inspect, determine the need to maintain or repair, or require the Association to maintain or repair any such items, and that the City's failure to do so does not create any liability on the City's part or relieve Declarant, any Owner, or the Association, of their respective obligations for maintenance and repair under this Declaration.

3. Amendment of Easement for Entry. Article 11, Section 11.3, of the Declaration is hereby amended by the addition of the following at the end of Section 11.3:

In addition to the Board's right of entry as provided in this Section 11.3, the City shall have the right, but not the obligation, to enter upon any property within One Club House Lane, Divisions 7 and 8, in emergency situations, in order to make necessary repairs to storm drainage improvements.

9503170235

002

4. Amendment of Enforcement Provisions. Article 12, Section 12.1, of the Declaration is hereby amended by the addition of the following at the end of Section 12.1:

> The City is expressly intended to be a beneficiary of the provisions of Article 5, Section 6.32, and Sections 11.2, 11.3, and 11.4 of this Declaration. The City shall have the right, but not the obligation, to enforce any and all of such provisions as applied to One Club House Lane, Divisions 7 and 8, should the City determine in its reasonable discretion that such enforcement is necessary to protect the public health, safety, or welfare, or to ensure that conditions of plat approval remain in full force and effect in One Club House Lane, Divisions 7 and 8.

5. Amendment of Provision on Amendments. Article 12, Section 12.4, of the Declaration is hereby amended by the addition of the following subsection 12.4.3:

> The provisions of Article 5, Section 6.32, and Sections 11.2, 11.3, and 11.4 of this Declaration are expressly intended to benefit the City. Those provisions are imposed by Declarant in order to comply with conditions imposed by the City on the Plat of One Club House Lane Divisions A-E (Sector 17, Harbour Pointe), to which this Declaration applies. As applied to One Club House Lane, Divisions 7 and 8, neither this subsection 12.4.3, nor Article 5 or Sections 6.32, 11.2, 11.3 or 11.4, may be amended or revoked without the express written consent of the City.

6. Remainder of Declaration Applies. Except as specifically modified herein, all remaining terms, conditions, and provisions of the Declaration shall apply to One Club House Lane, Divisions 7 and 8, as the same are set forth in the Declaration, or as the same may hereafter be amended.

EXECUTED the day and year first above written.

DECLARANT:

LOZIER HOMES CORPORATION, a Washington corporation

By _____

Its _____
Michael D. Lavy
Vice President

9503170235

003

SUBSCRIBED AND SWORN to before me this 14th day of March, 1995.

Printed Name LeeAnn Schermerhorn
NOTARY PUBLIC in and for the State of
Washington, residing at Kent
My Commission Expires 3-22-96

9503170235

004

EXHIBIT A

PROPERTY SUBJECTED TO THE DECLARATION
BY
THIS SUPPLEMENTARY DECLARATION

THOSE PORTIONS OF SECTIONS 28 AND 29, TOWNSHIP 28 NORTH, RANGE 4 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ONE CLUB HOUSE LANE DIVISION 7, AS RECORDED UNDER RECORDING NO. 9508175003, VOLUME 58 OF PLATS, PAGES 223-225, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

ONE CLUB HOUSE LANE DIVISION 8, AS RECORDED UNDER RECORDING NO. 9508175004, VOLUME 58 OF PLATS, PAGES 226-229, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

COPY
RECEIVED
FEB 22 1995
CITY OF MUKILTEO

FINDINGS AND RECOMMENDATIONS OF THE HEARING EXAMINER OF THE CITY OF MUKILTEO

In the manner of the Final Review of the
Plat of ONE CLUB HOUSE LANE, DIVISION 7
for APPROVAL OF A FINAL PLAT

Recommendation: The final plat of One Club House Lane, Division 7, should be granted.

INTRODUCTION

The preliminary plat of One Club House Lane was approved by the City of Mukilteo City Council in the Spring of 1994. (Approval was made pursuant to the Hearing Examiner's Recommendations of February 11, 1994.) The applicant has proceeded with the development pursuant to the approved preliminary plat and now requests final plat review.

A hearing on the request was held before the Hearing Examiner of the City of Mukilteo on February 14, 1995.

At the hearing, the following presented testimony and evidence:

PAUL SCHAEFER
Planning Department
City of Mukilteo
Mukilteo, WA 98275

JOE ARMOS
14407 NE 12th Place
Bellevue, WA 98007

DON MILLER
888 - 45th Place West
Mukilteo, WA 98275

At the hearing the following Exhibits were submitted and were admitted as part of the official record of this proceeding:

Exhibit 1: Memorandum dated February 2, 1995
2: Reduced copy and full size copy of the final plat map
3: Vicinity map
4: Hearing Examiner's Decision

COPY

5: Letter from Alderwood Water District
6: Memorandum from Engineering
7: City Attorney letter (2/1/95)
8: Letter from Don Miller (1/18/95)
9. Letter from City Attorney re Declaration of Covenants, conditions and restrictions (prepared and delivered subsequent to hearing and at request of city and applicant)

After due consideration of the evidence presented by the Applicant, and evidence elicited during the public hearing, the following Findings of Fact and Conclusions constitute the basis of the decision of the Hearing Examiner.

FINDINGS OF FACT

1. The City of Mukilteo approved the preliminary plat for the One Club House Lane, Division 7, also known as Division "A", a portion of Sector 17, Division A-E (Harbour Pointe), Mukilteo, Washington.

2. The Mukilteo Municipal Code (MMC) 16.12.010 (D) requires final plat review. The Mukilteo Subdivision Code sets forth that the final plat must conform to the terms of the preliminary plat approval, the requirements of the Subdivision Code, and the approval of the City Council.

3. Preliminary and secondary vehicular accesses have been provided pursuant to the plans that have been approved as part of the preliminary plat. The exact detail of the access points that have been developed are set forth in the Staff Report (page 1).

4. Storm drainage improvements, curbing and paving have been installed.

5. All sidewalks are to be developed pursuant to a performance bond with a date certain of June 30, 1995 for completion. The applicant has submitted a performance bond in the amount of $11,421.

6. The applicant has executed a construction contract with the Snohomish PUD for plat utility installation, including electrical power and street lighting.

7. All street lighting plans have been approved by the City and the construction of street lighting improvements is complete. There will be no traffic signals required.

8. A maintenance surety bond for plat improvements of $5,427 has been secured.

COPY

9. The required storm drainage improvements have been installed and adequate provisions have been made for surface water runoff. The subdivision will utilize the Sector 17 detention vault, which was constructed as part of Sector 17, Division 1 plat improvements. The storm drainage facility also provides drainage for the One Club House Lane, Division 1 through 3 as well as One Club House Lane, Division 8 (B). A drainage easement has been recorded for the yard drains for lots #3 and #5 (dependent on the location of building pads).

10. The storm drainage system will accommodate a 100 year storm and release the water at a rate not to exceed the 10 year storm. It is tightlined through the Snohomish County Parkland and into the Picnic Point Creek.

11. Utility easements are reserved for and granted to all utilities serving the plat. The easements are located under and upon the exterior 10-feet parallel with the adjoining street frontage for all lots. Water and sewer systems have been installed and tested. Final approval must be obtained.

12. Adequate vegetation has been retained onsite.

13. The applicant and the City have entered into an agreement with regard to mitigation requirements and mitigation fees relating to schools and parks. The project is exempt from road mitigation.

14. The applicant and the City have entered into an agreement with regard to declaration of covenants, conditions and restrictions. Included in this agreement are obligations of maintenance. The agreement should be part of the final plat.

15. The preliminary plat agreement should be part of the final plat.

16. The preliminary plat conditions of approval have been satisfied with the exceptions of Conditions 28 (a) and (b) and Condition 6. These will be satisfied at time of plat approval or in a timely manner acceptable to the City..

17. None of the lots contained in Division 7 are subject to professional planning methods review.

18. The final plat has been recommended for approval by the City.

CONCLUSIONS

1. The applicant has requested approval of a final plat review of the plat of One Club House Lane, Division 7, also known as Division "A", a portion of Sector 17, Division A-E

RECORDED BY SNOHOMISH COUNTY AUDITOR-RCW 36.18.010 TERMILLICER, COUNTY AUDITOR

COPY

2. The final plat review has been conducted pursuant to the Mukilteo Municipal Code and the appropriate sections of a final plat review process.

3. As part of the final plat review, the drawings of the proposed final plat, the Hearing Examiner's Decision of February 11, 1994, the Mukilteo Municipal and Zoning Codes, the conditions of approval as determined by the City Council, and the building codes and development standards of the City of Mukilteo have been considered. The proposed final plat satisfies these conditions. The City Attorney has reviewed the agreements.

4. The applicant and the City have reached agreement with regard to mitigation requirements and Declaration of Covenants, Conditions and Restrictions (CCR). These should be part of the final plat review.

5. All improvements required by the conditions of the preliminary plat approval have been installed or bonded as provided by MMC 16.12.010 (H) and (I).

6. The final plat of the plat of One Club House Lane, Division 7 subdivision should be approved pursuant to MMC 16.20.010(D). This approval should be subject to the recommended changes submitted by the staff, including suggested language with regard to CCRs and a revision to Plat Restriction #11(S) as required by the City.

RECOMMENDATIONS

Based upon the proceeding Findings of Fact and Conclusions, the testimony and evidence submitted at the public hearing, and upon the impressions of the Hearing Examiner at a site view, it is hereby recommended to the City Council that the final plat review of the plat of One Club House Lane, Division 7, also known as Division "A", a portion of Sector 17, Division A-E (Harbour Pointe), Mukilteo, Washington be approved subject to:

1. The CCRs approved by the City and the applicant's attorney become part of the final plat approval.

2. Plat Restriction #11 to be revised consistent with the City's recommendation, and read as follows;

   The property owners shall permit the City, in emergency situations, although not required, to enter any of the lots in order to make necessary repairs to storm drainage improvements

3. Prior to issuance of individual building permits on lots 3, 4 and 5, a drainage plan shall be submitted to and approved by the City of Mukilteo. This plan may take the form of engineered infiltration systems, utilization of the existing or

COPY

reconstructed private yard drainage system, in an appropriately recorded private drainage easement, and/or connecting lot drainage to the street system.

4. The revised plans as submitted at the public hearing on this review be the controlling plans for the final plat.

Done and dated this 21 day of February, 1995.

James M. Driscoll
Hearing Examiner

ORDER OF THE
HEARING EXAMINER OF THE
CITY OF MUKILTEO

In the matter of the Final Review of the
Plat of ONE CLUB HOUSE LANE, DIVISION 7
for APPROVAL OF A FINAL PLAT

ORDER

Finding of Fact #9 is hereby amended by the deletion of the last sentence of the Finding.

Done and dated this 24th day of February, 1994.

James M. Driscoll
Hearing Examiner

CHICAGO TITLE INSURANCE COMPANY
3030 HOYT AVENUE
EVERETT, WASHINGTON 98201

Order No.: 370579

PLAT CERTIFICATE

Certificate for Filing Proposed Plat:

In the matter of the plat submitted for our approval, this Company has examined the records of the County Auditor and County Clerk of SNOHOMISH County, Washington, and the records of the Clerk of the United States Courts holding terms in said County, and from such examination hereby certifies that the title to the following described land situate in said SNOHOMISH County, to-wit:

SEE SCHEDULE A (NEXT PAGE)

VESTED IN:

LOZIER HOMES CORPORATION, A WASHINGTON CORPORATION

EXCEPTIONS:

SEE SCHEDULE B ATTACHED

CHARGE: $200.00
TAX: $15.80

Records examined to SEPTEMBER 8, 1994 at 8:00 AM

CHICAGO TITLE INSURANCE COMPANY

By Steve Simons

STEVE SIMONS
Title Officer
(206) 258-3683

012

RECEIVED
OCT 06 1994
CITY OF MUKILTEO

PLATCRTA/13549/BK

9503170235

VOL. 3011 PAGE 1096

RECORDED BY SNOHOMISH ABSTRACT & TITLE, COUNTY AUDITOR

PLAT CERTIFICATE

SCHEDULE A

(Continued)

LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 28 NORTH, RANGE 4 EAST, W.M., SNOHOMISH COUNTY WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 14, ONE CLUB HOUSE LANE DIV. 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 54 OF PLATS, PAGES 85 THROUGH 88, RECORDS OF SAID COUNTY, BEING A POINT ON THE ARC OF A CURVE FROM WHICH THE CENTER LIES NORTH 2°00'00" EAST 225.00 FEET DISTANT;
THENCE IN A GENERAL WESTERLY, SOUTHERLY AND SOUTHEASTERLY DIRECTION ALONG THE LINE OF FAIRWAY NO. 16, HARBOUR POINTE GOLF COURSE, BY THE FOLLOWING COURSES AND DISTANCES:
WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°20'00" AN ARC LENGTH OF 64.14 FEET TO A POINT OF TANGENCY;
NORTH 71°40'00" WEST 149.77 FEET;
SOUTH 6°11'32" WEST 130.11 FEET;
SOUTH 22°00'00" WEST 66.00 FEET;
SOUTH 53°59'22" EAST 168.50 FEET;
SOUTH 36°38'02" EAST 120.92 FEET, AND
SOUTH 31°21'21" EAST 1.09 FEET TO A POINT ON THE BOUNDARY OF THOSE CERTAIN SNOHOMISH COUNTY PARK LANDS AS SHOWN ON SHEET 5 OF 6 SHEETS OF SURVEY TITLED "SOUTH GULCH AREA", RECORDED IN BOOK 8 OF SURVEYS, PAGE 294, RECORDS OF SAID COUNTY;
THENCE IN A GENERAL WESTERLY AND NORTHERLY DIRECTION ALONG SAID BOUNDARY BY THE FOLLOWING COURSES AND DISTANCES:
SOUTH 81°36'34" WEST 311.44 FEET;
NORTH 79°29'17" WEST 371.38 FEET;
NORTH 6°39'28" EAST 292.75 FEET, AND
NORTH 49°54'38" EAST 392.24 FEET;
THENCE NORTH 61°53'40" EAST 168.85 FEET TO A POINT ON THE WESTERLY LINE OF FAIRWAY 15;
THENCE IN A GENERAL SOUTHERLY AND EASTERLY DIRECTION ALONG SAID FAIRWAY BY THE FOLLOWING COURSES AND DISTANCES:
SOUTH 2°02'37" EAST 201.24 FEET TO INTERSECT THE ARC OF A CURVE AT A POINT FROM WHICH THE CENTER LIES SOUTH 14°05'21" WEST 135.00 FEET DISTANT;
EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 4°14'39" AN ARC LENGTH OF 10.00 FEET TO A POINT OF TANGENCY;
SOUTH 71°40'00" EAST 169.77 FEET TO THE BEGINNING OF A CURVE TO THE LEFT WITH A RADIUS OF 175.00 FEET, AND
EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 6°37'22" AN ARC LENGTH OF 20.23 FEET TO THE SOUTHWEST CORNER OF LOT 13 IN SAID PLAT OF ONE CLUB HOUSE LANE DIV. 3;
THENCE CONTINUING EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 9°42'38" AN ARC LENGTH OF 29.66 FEET TO THE WESTERLY TERMINUS OF 128TH STREET S.W. AS DEDICATED IN SAID PLAT;
THENCE SOUTH 2°00'00" WEST ALONG SAID WESTERLY TERMINUS 50.00 FEET TO RETURN TO

SEE NEXT PAGE

CHICAGO TITLE INSURANCE COMPANY

Policy No.: 370579

SCHEDULE A
(Continued)

LEGAL DESCRIPTION

THE NORTHWEST CORNER OF SAID LOT 14 AND THE POINT OF BEGINNING;

(ALSO KNOWN AS PROPOSED PLAT OF ONE CLUB HOUSE LANE DIV. A).

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

CHICAGO TITLE INSURANCE COMPANY

Order No.: 370579

PLAT CERTIFICATE
SCHEDULE B

This certificate does not insure against loss or damage by reason of the following exceptions:

GENERAL EXCEPTIONS:

A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

B. Rights or claims of parties in possession not shown by the public records.

C. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.

D. Easements or claims of easements not shown by the public records.

E. Any lien, or right to lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the public records.

F. Liens under the Workmen's Compensation Act not shown by the public records.

G. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity or garbage removal.

H. General taxes not now payable; matters relating to special assessments and special levies, if any, preceding or in the same becoming a lien.

I. Reservations or exceptions in patents or in Acts authorizing the issuance thereof; Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.

J. Water rights, claims, or title to water.

K. THIS REPORT IS ISSUED AND ACCEPTED UPON THE UNDERSTANDING THAT THE LIABILITY OF THE COMPANY SHALL NOT EXCEED ONE THOUSAND DOLLARS($1000.00).

CHICAGO TITLE INSURANCE COMPANY

FLAT CERTIFICATE
SCHEDULE B

Order No.: 370579

(Continued)

EXCEPTIONS

1. GENERAL TAXES: FIRST HALF DELINQUENT MAY 1, SECOND HALF DELINQUENT NOVEMBER 1:

YEAR:	1994
AMOUNT BILLED:	$46,528.57
AMOUNT PAID:	$23,264.29
AMOUNT DUE:	$23,264.28
TAX ACCOUNT NUMBER:	282804-2-004-0004
ASSESSED VALUATION:	$3,764,600.00

(AFFECTS REAL ESTATE UNDER SEARCH AND INCLUDES OTHER PROPERTY)

2. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

BETWEEN:	BCE DEVELOPMENT, INC.
AND:	SNOHOMISH COUNTY, A MUNICIPAL CORPORATION
RECORDED:	SEPTEMBER 2, 1988
RECORDING NUMBER:	8809020115
REGARDING:	ROAD AGREEMENT - COPY ATTACHED

3. PROVISIONS OF "POSSESSION SHORES AGREEMENT" AND "CHEVRON AGREEMENT" RECORDED UNDER AUDITOR'S FILE NUMBERS 7808310138 AND 7808310140 RESPECTIVELY.

4. CONDOMITANT AGREEMENT RECORDED APRIL 16, 1992 UNDER AUDITOR'S FILE NO. 9204160131 AND AMENDED BY DOCUMENT RECORDED UNDER AUDITOR'S FILE NUMBER 9306010018.

5. RESERVATIONS CONTAINED IN DEED:
RECORDING NUMBER: 7811300199
AS FOLLOWS:

EXCEPTING AND RESERVING TO GRANTOR, ITS SUCCESSORS AND ASSIGNS, ALL OIL, GAS AND OTHER HYDROCARBONS, GEOTHERMAL RESOURCES AS DEFINED IN SECTION 79.76.030, REVISED CODE OF WASHINGTON, AND ALL OTHER MINERALS, WHETHER SIMILAR TO THOSE HEREIN SPECIFIED OR NOT WITHIN OR THAT MAY BE PRODUCED FROM SAID REAL PROPERTY; PROVIDED, HOWEVER, THAT ALL RIGHTS AND INTEREST IN THE SURFACE OF SAID REAL PROPERTY ARE HEREBY CONVEYED TO GRANTEE, NO RIGHT OR INTEREST OF ANY KIND THEREIN, EXPRESS OR IMPLIED, BEING EXCEPTED OR RESERVED TO GRANTOR EXCEPT AS HEREINAFTER EXPRESSLY SET FORTH.

ALSO EXCEPTING AND RESERVING TO GRANTOR, ITS SUCCESSORS AND ASSIGNS, THE SOLE AND EXCLUSIVE RIGHT FROM TIME TO TIME TO DRILL AND MAINTAIN WELLS OR OTHER WORKS INTO OR THROUGH SAID REAL PROPERTY BELOW A DEPTY OF FIVE HUNDRED (500) FEET AND TO PRODUCE, INJECT, STORE AND REMOVE FROM OR THROUGH SUCH WELLS OR WORKS, OIL, GAS AND OTHER SUBSTANCES OF WHATEVER NATURE, INCLUDING THE RIGHT TO PERFORM ANY AND ALL OPERATIONS DEEMED BY GRANTOR NECESSARY OR CONVENIENT FOR THE EXERCISE OF SUCH RIGHTS.

6. TERMS AND PROVISIONS OF THE COVENANT AGREEMENT RECORDED AUGUST 23, 1989 UNDER AUDITOR'S FILE NO. 8908230414, A COPY OF WHICH IS HERETO ATTACHED.

7. TERMS AND PROVISIONS OF THE SECTOR AGREEMENT RECORDED AUGUST 23, 1989 UNDER AUDITOR'S FILE NO. 8908230415, A COPY OF WHICH IS HERETO ATTACHED.

8. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE:	CITY OF MUKILTEO
PURPOSE:	DRAINAGE ONLY
AREA AFFECTED:	AS DESCRIBED THEREIN
RECORDED:	SEPTEMBER 9, 1991
RECORDING NUMBER:	9109090365

9. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE:	CITY OF MUKILTEO
PURPOSE:	DRAINAGE ONLY
AREA AFFECTED:	AS DESCRIBED THEREIN
RECORDED:	DECEMBER 28, 1992
RECORDING NUMBER:	9212280558

10. RESERVATIONS CONTAINED IN DEED RECORDED UNDER AUDITOR'S FILE NUMBER 9103290465, A COPY OF WHICH IS HERETO ATTACHED.

11. RESERVATIONS CONTAINED IN DEED RECORDED UNDER AUDITOR'S FILE NUMBER 9301280368, A COPY OF WHICH IS HERETO ATTACHED.

12. DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:

GRANTOR:	HARBOUR POINTE GOLF ASSOCIATES, L.P., A WASHINGTON LIMITED PARTNERSHIP

TRUSTEE:	CHICAGO TITLE INSURANCE COMPANY
BENEFICIARY:	EDWARD D. HANSEN AND ANDREA HANSEN, HUSBAND AND WIFE; ET AL
AMOUNT:	$ ..SECURING PERFORMANCE OF EACH AGREEMENT OF GRANTOR INCORPORATED BY REFERENCE OR CONTAINED HEREIN MADE BY GRANTOR, ALL RENEWALS, MODIFICATIONS OR EXTENSIONS THEREOF
DATED:	JUNE 4, 1992
RECORDED:	JUNE 5, 1992
RECORDING NUMBER:	9206050069

THE AMOUNT NOW SECURED BY SAID DEED OF TRUST AND THE TERMS UPON WHICH THE SAME CAN BE DISCHARGED OR ASSUMED SHOULD BE ASCERTAINED FROM THE HOLDER OF THE INDEBTEDNESS SECURED.

(AFFECTS PORTION OF REAL ESTATE UNDER SEARCH AND INCLUDES OTHER PROPERTY)

13. THE COMPANY'S LIABILITY FOR THIS REPORT IS LIMITED TO $1,000.00. THIS REPORT IS BASED ON THE COMPANY'S PROPERTY RECORDS, AND NO LIABILITY IS ASSUMED FOR ITEMS MISINDEXED OR NOT INDEXED IN THE PUBLIC RECORDS, OR FOR MATTERS WHICH WOULD BE DISCLOSED BY AN INQUIRY OF THE PARTIES IN POSSESSION OR BY AN ACCURATE SURVEY OR INSPECTION OF THE PREMISES. THIS REPORT AND THE LEGAL DESCRIPTION GIVEN HEREIN ARE BASED UPON INFORMATION SUPPLIED BY THE APPLICANT AS TO THE LOCATION AND INDENTIFICATION OF THE PREMISES IN QUESTION, AND NO LIABILITY IS ASSUMED FOR DISCREPANCIES RESULTING THEREFROM. THIS REPORT DOES NOT REPRESENT EITHER A COMMITMENT TO INSURE TITLE, AN EXAMINATION OF, OR OPINION AS TO THE SUFFICIENCY OR EFFECT OF THE MATTERS SHOWN, OR AN OPINION AS TO THE MARKETABILITY OF TITLE TO THE SUBJECT PREMISES.

END OF SCHEDULE B

INFORMATIONAL NOTES:

NOTE A: BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NUMBER 9103290463.

NOTE B: BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NUMBER 9301120369.

NOTE C:
A SURVEY HAS BEEN RECORDED UNDER RECORDING NUMBER 8908235003,
A COPY OF WHICH IS HERETO ATTACHED.

NOTE D:
A SURVEY HAS BEEN RECORDED UNDER RECORDING NUMBER 8908045001,
A COPY OF WHICH IS HERETO ATTACHED.

NOTE B:
A SURVEY HAS BEEN RECORDED UNDER RECORDING NUMBER 9301125011,
A COPY OF WHICH IS HERETO ATTACHED.

RH/KC

THE FOLLOWING PARTIES HAVE BEEN SENT A COPY OF THIS REPORT:

GROUP FOUR, INC.
PATSY

LOZIER HOMES CORP.

COPY

FINDINGS AND RECOMMENDATION OF THE HEARING EXAMINER OF THE CITY OF MUKILTEO

In the Matter of the Application of LOZIER HOMES, For Approval of a Preliminary Plat

NO. HE-PP-94-1

RECOMMENDATION

It is hereby recommended that the preliminary plat of One Club House Lane Division A-E (Sector 17, Harbor Point) for 190 lots to be developed with detached single family residential housing, recreational facilities and open space be approved. The approval should be made subject to the conditions as herein stated.

INTRODUCTION

Lozier Homes, Inc., 1203 - 114th Avenue S.E., Bellevue, Washington 98004 (hereinafter referred to as applicant), requested approval of a preliminary plat to subdivide 58.64 acres of land into 190 lots. The proposed plat is to be developed on Sector 17 of the Harbor Point in the City of Mukilteo. The property is located west of Harbor Point Boulevard and east of the WindandTide subdivision in Snohomish County. The proposed plat is to be constructed in no more than five divisions (A-E). Snohomish approved the preliminary plat in 1990, but the permit lapses on May 1, 1994.

A hearing on the request was held before the Hearing Examiner of the City of Mukilteo on January 27, 1994.

At the hearing the following presented testimony and evidence:

PAUL E. SCHAEFER, Assistant Planner, City of Mukilteo, Mukilteo, WA. Mr. Schaefer gave a background of the preliminary plat; described the land that was involved; described the history of the plat approval in Snohomish County; and gave recommendations on behalf of the City of Mukilteo.

GARY NYBERG, Public Works Department, City of Mukilteo, Mukilteo, Washington - Mr. Nyberg described storm drainage from the site and the development of utilities within the proposed subdivision.

CHARLES LAPPENBUSCH, 1203 - 114th Avenue S.E., Bellevue, Washington 98004. Mr. Lappenbusch testified on the development that has occurred in the area and the designs and awards in customer service that have been garnered by the applicant.

DON MILLER, 8888 - 45th Place West, Mukilteo, Washington. Mr. Miller was the chief spokesperson for the applicant. He provided a background of the creation of Sector 17; a history of the governmental approval of the plat on August 15, 1988 by Snohomish County; a discussion of the master plan; a description of the utilities; and a discussion of conditions as recommended by the Planning Department. Mr. Miller's specific comments on the conditions of approval will be addressed in the Findings of this document.

ERIK SMITH, 12314 Scenic Drive, Edmonds, Washington 98026. Mr. Smith testified in objection to the size of the lots of the proposed development submitting that they are marginal in size;

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about potential sewer problems; that the lots would be too dense; and that the small lots on the subject property are not consistent with other lots that have been developed in the area. Mr. Smith also submitted that landscaping should occur on the rear of the lots that front Scenic Drive. Mr. Smith also objected to the fact that he did not receive a Staff Report prior to the hearing. (Because Mr. Smith did not receive a Staff Report, he was granted an additional seven days in which to submit written testimony.) Mr. Smith also submitted that there will be an aesthetic impact with the cutting down of trees for the development. Further, he claimed that the detention facilities for the plat will be disruptive and could cause erosion. He submitted that there should be road improvements on Scenic Drive with a fence set back off from the street.

STEPHANIE PIRIE, 12610 Maplewood Avenue, Edmonds, Washington 98026. Ms. Pirie submitted that she is the vice-president of the WindandTide Homeowner's Association. She was concerned about the development and the aesthetics. She recommended that there be no access for construction vehicles through WindandTide during construction. She also recommended that a greenbelt be installed along Scenic Drive and that a fence be constructed. She further submitted that the lots of the proposed development are small and argued that it is not good planning to allow high density development to occur next to the larger lots of WindandTide.

DAVID DAILEY, 12224 - 64th Avenue West, Edmonds, Washington

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- Mr. Dailey submitted that the proposed conditions #1 and #2 as set forth in the City Staff Report (Exhibit 1) are in conflict. He submitted that the wording of the conditions is vague and is open to interpretation.

LINDSAY SCHAEFER, 12320 Scenic Drive, Edmonds, Washington. Ms. Schaefer testified opposition to the proposal and the size of the lots in the proposed subdivision.

DIANE DAILEY, 12224 - 64th Avenue West, Edmonds, Washington. Ms. Dailey testified that the aesthetics of the area will be impacted by the proposed development.

THOMAS EHRLICHMAN, 1221 Second Avenue, #500, Seattle, Washington 98101.

At the hearing the following exhibits were submitted and were admitted as part of the official record:

Exhibit
1 - Staff Report
2 - City of Mukilteo Resolution 93-17
3 - City of Mukilteo Resolution 93-19
4 - City of Mukilteo Resolution 89-19
5 - City of Mukilteo Ordinance 752
6 - Application of One Club House Lane
7 - Vicinity Map
8 - Reduced Preliminary Plat Map
9 - SEPA Environmental Checklist
10- Comments from Alderwood Water District
11- Comments from Community Transit
12- Comments from GTE
13- Comments from Snohomish PUD
a) September 21
b) October 26
14- Comments from Army Corps of Engineers
15- Memorandum - Engineering Department (8/27/93)
16- Comments from City Department (no identification of department on exhibit)
17- Comments from Snohomish County Public Works
18- Comments from Washington Department of Transportation

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19- Memorandum - internal planning (8/5/93)
20- Determination of Nonsignificance (DNS)
21- Letter to Mukilteo City Council from Lozier Homes - January 11, 1994
22- Geo-Technical Report - 2/24/88
23- Letter to BCE Development from Geo-Technical Engineers - 2/9/88
24- Letter to Don Miller from Washington Department of Ecology - 3/16/93
25- Downstream Analysis Report (Drainage)
26- Hydraulic Project Approval
27- DNS appeal - 11/12/93
28- City Attorney Memorandum - 1/12/94
29- Staff Report - SEPA Appeal
30- SEPA Appeal Notice
31- Mitigated Determination of Nonsignificance (Sector 12 and 17) (Snohomish County 7/7/88)
32- Mitigated DNS (Sector 17) - 3/17/90
33- Hearing Examiner (Snohomish County) decision - 4/18/90
34- Declaration of Covenants/Conditions/Restrictions (Sector 12 and 17)
35- Series of letter to Lozier Corp. from Terra Associates
36- Affidavit of Mailing
37- Affidavits (two) of Posting
38- Affidavit of Publication
39- Public Notice
40- Memorandum - Planning from Public Works - 1/25/93
41- SEPA Appeal Decision - 1/24/94
42 - Comment letter dated 3/30/90 from David Dailey re: Development of Scenic Drive, 64th Avenue, West, WindandTide
43- Comment letter dated 10/28/91 from David Dailey re: Regatta Estates Degradement on the Picnic Point Road
44- Comment letter dated 5/3/93 from D. Dailey to G. Predohl, Snohomish County Highway Department
45- Comment letter dated 1/27/94 from Lindsay Schaefer
46- Comment letter dated 1/26/94 from Mike & Stephanie Pirie to Mukilteo City Council/Lozier Homes
47- Comment letter (undated) from Erik Smith re: Lozier Homes application for subdivision of Sector 17
48- Letter dated 1/11/94 from Lozier Homes to Mukilteo City Council re: voluntary measures
49- Affidavit of Arden Blackledge, P.E. dated 1/11/94 with attachment of letter dated 6/29/93 from J. Glynn to D. Schutt
50- Comment letter dated 1/27/94 from G.W.C. Land

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Development Consulting re: Harbour Pointe Sector 17 - Comments on 1/21/94 Staff Report and Preliminary Plat Hearing Presentation

51- Map denoting location of existing storm water detention facility

52- Testimony sign in sheet from 1/27/94 public hearing

53- Set of Preliminary Plat Maps (six)

Many of the written exhibits are correspondence of the witnesses. A summary of the correspondence is as follows:

David Daily (3/30/90). The witness' letter was submitted for a hearing held on April 10, 1990. In it, he objected to the yards fronting Scenic Drive not being landscaped. The correspondence also indicates that too much development has occurred in the area and that insufficient infrastructure is available to support it.

David Daily (10/20/91 - Letter submitted to Snohomish County Council). The witness contended the following: that too much development has occurred for the existing infrastructure to support it; that the drainage valley in the area has been developed as a utility area and has caused problems with existing development; a discussion of the witness' impressions of the development.

David Daily to Gary Predohl, Snohomish County Highway Department. The letter submitted questioned Snohomish County on the activities in the witness' neighborhood. The issues raised in the letter are not relevant to the preliminary plat.

Lindsay Schaefer (1/27/94). The witness, a resident of WindandTide, requested compromise from the applicant. She

submitted that WindandTide "is not a homogenous community that has been designed and cloned by and for twentieth century yuppies". She stated that the City Council should consider the quality and financial contribution WindandTide has made by being in the Mukilteo area. She requested that roadways not be ruined and trees be maintained on the subject property

Based upon the above exhibits and the testimony and evidence submitted at the public hearing, the following Findings of Facts and Conclusions constitute the basis of the recommendation of the Hearing Examiner.

FINDINGS OF FACTS

1. Although it was later annexed into the City of Mukilteo, on May 1, 1990, the subject property was under the jurisdiction of Snohomish County. That date was the effective date for a preliminary plat which had been approved by the County. The County approval was for the development of the proposed One Club House Lane Subdivision and the approval of the preliminary plat. The approval will expire on May 1, 1994, and, because the property is now within the City of Mukilteo, it is necessary that the applicant receive approval of the plat from the City of Mukilteo. Pursuant to an intergovernmental agreement of the preliminary plat has been reviewed pursuant to the Snohomish County standards.

2. Sector 17 is an area of land that consists of 135.5 acres. It has varied uses, including family residential (87.9

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acres); public school (9.7 acres); and five fairways of the Harbor Point Golf Course (37.9 acres). The requested preliminary plat is for development on 58.64 of the 87.9 acres that have been designated for single family residential. The new development will result in an additional 190 lots. The remaining 29.26 acres have already been platted for 86 dwelling units.

3. With the development of the subject property, the entire Sector 17 will have 276 detached single family units. The non-residential acreage of Sector 17 includes the golf course, which has been developed, and school district property on which a school is being constructed.

4. Zoned by contract, the undeveloped subject property is zoned R-8,400. The contract also established the planned residential development (PRD) standards for the subject property.

5. The subject property is located in the Comprehensive Plan designated area as Paine Field area. In the Plan, an urban designation has been established which allows four to six dwelling units per acre.

6. The properties to the east and north in the City of Mukilteo are zoned single family residential, R-8,400, with contract. The property to the north is not developed, while the property to the east is developed with One Club House Land Subdivisions 1-3. The property to the south is located in Snohomish County and has a designation of Snohomish County Parkland R-8,400. It is undeveloped and contains the natural

vegetation. The property to the west is located in Snohomish County and is zoned single family residential, R-20,000. It is developed with the WindandTide community.

7. Within Sector 17 the slopes are generally slight to moderate. There are slopes on 9.38 acres (approximately 16% of the site) in the northern and southern portions of the plat that have slopes of 15% or greater. In addition, approximately 13% of the site has slopes that exceed 25% grade on which no development is proposed. The remainder of the site consists of slopes of 0-15% grade that can be developed.

8. The vegetation on the subject property consists of second growth fir trees and some deciduous trees. There are shrubs, grasses, and bushes on the site.

9. The platting consists of paving, development of building lots, and installation of utilities. Approximately 85% of the site will be cleared during the site grading necessary for the platting of the property. Approximately 25% of the site will be covered with impervious surfaces, of which approximately 12% of the site will be roadways, while the remaining impervious surfaces will be structures on site.

10. Most of the site has native vegetation except for the area that has been developed as a golf course. In the SEPA checklist, the applicant indicated that approximately 85% of the site will be cleared and that approximately 75,000 to 100,000 cubic yards of earth material will be moved or removed from the

site. As a result of the clearing, a significant amount of vegetation will be removed. The City has recommended that the applicant be required to retain a minimum of 25% of the conifer trees which have trunks over eight inches in diameter and are three feet above the ground. If 25% of the trees cannot be retained on each lot, the City recommended that eight foot tall native conifers be planted to replace every tree with a maximum of four replacement trees per lot.

11. Throughout the site are areas of open space that have been designated as native growth protection areas. These areas, and the adjoining buffers, will protect the natural vegetation of the general vicinity. Further, the retention of these areas will ensure slope stability during the development of the lots.

12. The principal access to the plat will be via the Harbor Point Boulevard. Additional access to the subdivision will be via Club House Land with a secondary access provided on Double Eagle Drive. In addition to these accesses, the plat may be reached through One Club House Lane of Sector 12, Division 2 and from Andrews Drive via 59th Avenue West and Preswick Lane.

13. An emergency access road is provided and depicted on tract 996 on the southern portion of the plat. Although this emergency access road will allow for emergency vehicles to enter and leave the subdivision from 64th Avenue West, it will not provide access for any vehicles. Neighbors of the adjoining properties indicated that some type of barrier or bullards should

RECORDED BY SNOHOMISH ABSTRACT-BOB TERRELL/KEN, COUNTY AUDITOR

be installed to ensure that the access is limited to emergency vehicles.

14. Upon its review, the Planning Department determined that the proposed subdivision of 190 lots has only a few minor deviations from the original preliminary plat, approved by Snohomish County in 1990. The deviations, according to the City, are items that are considered "minor modifications and not require a plat amendment." The only reason, according to the City, that the plat is being reviewed is that its permit will lapse and the applicant must secure an additional three year approval period.

The City submitted that the modifications of the original approved plat satisfy all applicable Snohomish County Engineering Design and Development standards. Further, they are consistent with the Comprehensive Plan designation and the Snohomish Zoning Code development standards on which the review is made.

15. The plat will be developed in divisions A-E. The area that is designated as division C and E is in the northern half of the plat and is separated by a ridge from divisions A, B, and D. As a result of the ridge, there are two natural storm drainage basins within the plat. One of the drainage basins flows to the north and is designated as the Hulk Creek Basin, while the drainage flow to the south is to the Picnic Point Basin. Both of these basins will collect storm drainage from the site, including the tight-lined drainage off each of the residences. The storm

drainage will then flow into existing and developed detention facilities that have been designed to collect runoff. The runoff to be collected in these facilities can accommodate storm water from a 100 year design storm. The detention facilities will have regulators that will control the release rate so that no storm drainage emanating from the site will exceed a ten year design storm for undeveloped conditions standard. This detention facility is consistent with County standards. All drainage facilities and storm drainage systems must satisfy NPDES storm water permit requirements which are coordinated through the Washington Department of Ecology.

16. The internal roads of the proposed subdivision will have right of way widths of fifty feet for local streets and sixty feet for collectors. The private access easements and some of the interior lots will be thirty feet. The plans for the roadways of the proposed subdivision have not been submitted but the roads will satisfy the width, grade and other required road standards.

Tract 996, which is for emergency access only, has been designated by the school district as a potential pedestrian access for children using schools in the area. The City indicated that this pedestrian walkway will create no safety or security problems within the site. The WindandTide streets immediately west of the subject property have no pedestrian accessways or sidewalks.

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17. A complete build-out of 190 lots will cause an additional 1,900 vehicular trips per day to be generated to and from the site. The existing roadway system and the proposed roadways satisfy County engineering standards and are able to carry the additional traffic. The City has indicated that no additional transportation mitigation measures are required.

18. The lots within the proposed subdivision will have water and sewer provided by the Alderwood Water District. In addition, other utility systems including electricity and cable service will be available. Utility lines are located in adjacent streets of Harbor Point Boulevard and 161st Avenue West. The sewer and water will be extended to the site with the completion of the Harbor Point Sector 12, division 2. The Alderwood Water District must approve all construction requests for sewer and water.

19. Divisions A and D will require new gravity flow sanitary sewer mains to be constructed. This main will run through the Snohomish County Parklands between Sector 17 storm water detention vault and an existing sewer pump station near the intersection of Picnic Road. Although the easement for the main has been approved, the County and the City have not agreed on the maintenance responsibility of the drainage system and the pipeline. The City has testified that resolution of this issue is mandatory before Divisions A and D can be developed. The other divisions of the proposed plat are not impacted by this

controversy.

20. Water will be available through a loop system through the divisions. End of line supply lines will occur in the lower portions of Divisions A, D, and E. Because these points are at the City boundary, the sewer main lines for Divisions C and E will connect to existing sewer mains installed as part of Sector 17, Division 2. Division B sewer lines will tie directly into existing One Club Lane division 1 and 3 sewer main.

21. With the replat, minor modifications have been made which result in a revised grading and drainage plan. The revised grading plan was necessary in part because of the increase in the number of lots of division D and E to 77 lots instead of the originally approved 74 lots. With the increase in division D and E, the number of lots in divisions B and E will be decreased by three. The number of lots in division A remains unchanged. The necessary grading and drainage from these revisions have been reviewed by a geotechnical firm. Based on the geotechnical report it appears that the proposed lots within all of the divisions are developable with conditions as imposed either through the SEPA review or as part of this permit.

22. The average size of the lots within the subdivision will be approximately 9,880 square feet. The smallest average lot size will be 7,746 square feet. According to Snohomish County PRD standards, the minimum size required for this PRD district is 5,000 square feet. The smallest lot of the

subdivision is in division C and is 6,026 square feet. The application for all of the lots within the subdivision satisfies the PRD requirements and standards.

23. The applicant has proposed a solid screen wood fence six feet in height along the western boundary line that fronts the WindandTide Subdivision. The applicant has not proposed and the City did not recommend a setback fence. The applicant's representative testified at the hearing that no compromise is acceptable for this fence.

24. Pursuant to the Snohomish County Zoning Code (SCC) 18.46.030(3)(b) the applicant opted to utilize the "professional planning method" for the development of lots 1-6 and 10-17 of Division C, lots 40-45 of Division D, and lots 8-13 of Division E. These lots are proposed to be developed with an allowed deviation of lot size from the required minimum lot size tables of the County Zoning Code. The applicant's information for these lots has been preliminary and the City Planning Department still must review the technical material submitted to support the reduced lots. The process for reviewing this "professional planning method" is set forth in the Snohomish County ordinance cited above. The City submitted that lots 9-13 of Division E should have minimum 30 foot buffers where no site disturbance is allowed. This information should be set forth on the final plat.

25. Lots within Division C (6-16) and lots in Division A (2-6) are located on land that has banks and steep slopes on

portions of it. The applicant will designate the top of the banks and the undevelopable slopes and these areas will be protected as native growth protection areas. These areas must be marked with surveyors tapes and signs and posted with warnings that no clearing or grading will be allowed beyond these points. The signs, according to the City, should be installed at 100 foot intervals with clear boundaries being consistent with the clearing plan.

26. The proposed development will impact the Mukilteo School District. The impacts will include the need for increased and improved facilities within the school district to accommodate the children who will live within the proposed subdivision. The applicant and the Mukilteo School District have agreed that the applicant will contribute $437,991.80 to the school district to mitigate the impacts.

27. The applicant's development will have impacts upon the City of Mukilteo Parks and Recreation facilities. The impacts will include the need for more intense recreational facilities and parks. To offset this impact and to mitigate it, the applicant and the City have agreed that a contribution of $187.530 will be contributed to the Mukilteo Parks and Recreation Department. In addition, the applicant will develop two park areas within the plat.

28. The applicant entered into agreements with Snohomish County for traffic impact mitigations and the City of Mukilteo

has assumed the position of Snohomish County. The agreements include a unilateral road agreement and a Washington State Department of Transportation agreement. The City has reviewed these agreements and the requirements therein and has determined that no additional traffic mitigation measures are required for development of this plat.

29. The Paine Field Area Comprehensive Plan was established on August 14, 1983. This Plan allows for an urban designation of the subject property with four to six dwelling units per acre permitted. The overlay to this Plan, which includes the subject property, identifies the 16% of the site that has slopes that exceed 15%. There are no wetlands identified on the site.

30. The proposed development will be consistent with the goals and policies of the residential land use section of the Snohomish Code, County Zoning Code, Paine Field Area Comprehensive Plan, and the City of Mukilteo Zoning Code. It will result in a high density residential development in this area that will reduce development costs and the cost of new housing. The proposal will also be consistent with the recent policies as adopted by the Washington State Legislature in the Growth Management Act.

31. As part of the 1978 rezone contract of the subject property, a PRD overlay was applied to the site. As a result of the PRD, the zoning development standards as set forth in SCC 18.51.050 apply. These bulk regulations, including minimum lot

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area (5,000 square feet), maximum lot coverage (35% or 2,526 square feet, whichever is greater), and minimum lot width (60 feet for interior lots and 65 feet for corner lots) are satisfied. In addition, the maximum building height of twenty-five feet and the minimum setback dimensions of front (fifteen feet), rear (five feet), and sides (five feet) can be satisfied.

32. Some of the lots within Sector 17 adjoin a Snohomish County park. These lots are within the guidelines of the Snohomish County Master Plan, which require 10% of open space when sectors adjoin Snohomish County parklands. The City has indicated that this open space requirement is satisfied by the availability of recreational school property at elementary school #11.

33. The gross area of the subject property is 58.64 acres. Of this acreage, approximately 10.07 acres will be used for development of roads. The net developable area is 48.57 acres. The total number of units that could be built on the net developable area is 302 units. The applicant's proposal for development of this property and others is 285 dwelling units. The proposal is consistent with the development density standards.

34. Within the proposed subdivision, 7.66 acres have been calculated to be needed for open space. The minimum lot size of the lots will be lot #35 of Division C, which will be 6,026 square feet. The average lot size will be 9,884 square feet.

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35. In addition to the Snohomish County Zoning Code, the application is being reviewed pursuant to the Subdivision Code of the City of Mukilteo. The Mukilteo Municipal Code (MMC) 16.12 sets forth the requirements of approval. Ordinance 736 of the City of Mukilteo establishes dual review process.

36. The City determined that there are appropriate provisions of the proposed subdivision for the public health, safety, and general welfare and for open spaces. The City determined that the proposed drainageways, streets, alleys, waste facilities, water supplies, sanitary wastes, parks, playgrounds, sites for schools and playgrounds satisfy City standards.

37. As part of the proposed development, the applicant provided an open space and recreational facility plan for the 190 lot subdivisions. (This submittal was proposed along with a submittal for the Club House Lane Division 1-3 Sector 17 subdivision.) The plan identifies 6.47 acres of contiguous open space with active recreational facilities for adults and children. The parks are proposed to be located in the southwest portion of the plat and they will include playgrounds, two tot lots, swings, picnic sites, a trail system, and a sports court. In addition, there will be 1.9 acres of open space.

The Mukilteo Park Board has reviewed the plans and endorsed the concept of open space tracts with active and passive play areas. The Board, however, requested that more landscaping be provided behind the sports court in order to provide visual and

noise barriers. Further, other recommendations were submitted by the Park Board and the applicant has agreed to these recommendations.

38. In addition to the parks, the site adjoins the Harbour Pointe Golf Course, which provides public recreational amenities to the site and to the general area. Also, recreational facilities at elementary school #11 will be provided.

39. Pursuant to the State Environmental Policy Act (SEPA) the City of Mukilteo was designated as the lead agency for the environmental review of this project. On October 13, 1993, the City issued a Mitigated Determination of Nonsignficance (MDNS). An appeal of the MDNS was filed and the City Council heard the appeal. The City Council denied the appeal. The specific issues of appeal that were decided by the City Council included environmental impacts on the sewage treatment plant; on county roads; impacts emanating from construction noise; impacts relating to aesthetics; and impacts on storm drainage.

40. In 1978 the Snohomish County Council approved the master plan for the development of the Harbour Pointe area. For the development of this area, the applicant was required to submit development stage approvals followed by sector approvals. On August 15, 1988 the sector plan for this subdivision was approved with conditions. Although the plat was approved by the Snohomish County Council, it has never been fully developed. The County's approval has lapsed and the applicant now seeks approval

of the replat.

41. Public testimony was submitted. Among the issues raised by the various witnesses was the development of the property on the western edge of the proposed plat. This property has rear yards on lots that front Scenic Drive. West of Scenic Drive is an old subdivision known as WindandTide. According to the witnesses, the lots in the older subdivision are significantly larger than the proposed lots on the western boundary of the subject property and will result in a lack of transition from the densely developed property of the subdivision to the semi-rural nature of WindandTide properties.

According to the witnesses, approval should be contingent upon conditions including requirements of landscaping on the rear western lots of the proposed subdivision. The landscaping, according to the witnesses, should be set back at least fifteen feet. In addition, cedar fences should be established behind the landscaping. This, according to the witnesses, would create a buffer and a more reasonable transition from the higher density of the subject property to the less dense development of WindandTide. The applicant, however, indicated that there is no requirement for such landscaping and the setback of the fence would result in the loss of a few lots. The applicant's representative indicated no intention of agreeing to such a condition.

Testimony was also submitted that detention facilities that

are to be used for the subject property have proven to be deficient in supplying storm drainage protection from the developed plats in the area. The City responded that prior to any plat development a storm drainage plan must be submitted, and, it must be shown that the detention facilities are effective.

Testimony was also submitted that the applicant should be required to make improvements on 64th Avenue West and Scenic Drive. The applicant responded that no access will be derived from 64th Avenue West and Scenic Drive and the use of that street will not be impacted by the proposed development.

42. Subsequent to the hearing, and, pursuant to a Hearing Examiner Order, written testimony was submitted by witnesses commenting on the Staff Report which was presented at the hearing. The comments included references to conditions and activities in the development of a plat in Sector 12; a request for a thirty foot greenbelt along Scenic Drive; aesthetic issues involving the houses within the subdivision; setbacks; visual impacts; and storm drainageways. These items are related to the SEPA appeal that was filed. The hearing on the SEPA appeal was held before the City Council on January 18, 1994 and the appeal was denied.

CONCLUSIONS OF LAW

1. The application is a resubmittal of a preliminary plat which was originally approved by Snohomish County on May 1, 1990.

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The plat approval was extended for one year and pursuant to SCC 19.20.010(1) the extension will expire on May 1, 1994. The applicant must seek another plat approval to continue the effectiveness of the plat.

2. The proposed plat is a 190 single family lot subdivision proposed to be developed in Divisions A-E on property located on the southwestern boundary of the City of Mukilteo, west of Harbour Pointe Boulevard and east of 64th Avenue West and the adjacent WindandTide subdivision, in Mukilteo, Washington.

3. Pursuant to MMC Chapter 17.84 an appeal was held of the City of Mukilteo's Mitigated Determination of Nonsignificance for the proposed project. The City Council held a hearing and on January 24, 1994 adopted Findings of Facts and Conclusions to support a decision of denial of the appeal. The issues of appeal as raised in the SEPA appeal adequately addressed the environmental impacts of the proposal.

4. Adequate legal notice of the public hearing was given as recorded by the Snohomish County Code.

5. The proposed plat has been reviewed pursuant to the provisions of RCW Title 58 Chapter 17. The proposal has been reviewed pursuant to the requirements as set forth in RCW 58.17.110. Appropriate provisions have been made for the public health, safety, and general welfare; for open spaces; drainageways; roads and streets; water supplies; sanitary waste systems; parks and recreational areas; and playgrounds, school

and schoolgrounds. In addition, the proposal has considered safety provisions, including pedestrian walkways for children that ensure safe walking conditions for students to and from school.

6. The public interest will be best served by the approval of the subdivision.

7. The development within the Harbour Pointe area is governed by the Harbour Pointe Master Plan and the rezone contract approved by the Board of Snohomish County Commissioners in August 1978. Although the subject property was annexed into the City of Mukilteo, it was originally approved as a preliminary plat while still in the County. The County's approval was transferred to the City at the time of annexation.

8. Pursuant to an interlocal agreement the developmental standards of Snohomish County, the Harbour Pointe Master Plan, and the rezone contract approved by the Board of Snohomish County Commissioners are applicable for the review by the City of Mukilteo of this proposal.

9. The bulk regulations for preliminary plats as set forth in SCC 18.42.020 are satisfied by the proposed development. The manner in which they have been satisfied have been addressed in the Findings of this document.

10. The development of lots that have steep slopes has been done pursuant to the procedure as set forth in SCC 18.46.030(3)(b). Although the applicant has reduced the size of

these lots, the Planning Director was justified in allowing for the smaller lots because the public health and safety can be maintained while preserving the integrity of the site and eliminating any environmental damages. The requirements of this ordinance must be satisfied prior to any construction of the subdivision.

11. The Hearing Examiner of the City of Mukilteo has no jurisdictional authority to determine the rights of the parties to easement and maintenance agreement for a storm drainage pipeline to be installed on County Parklands (Chaussee v. Snohomish County, 38 Wn.App. 630). Resolution of this issue is mandatory before Divisions A and D of the proposed subdivision can be developed.

12. The PRD standards for development as set forth in the SCC 18.51.050 have been reviewed. The proposal is consistent with these standards and the property can be developed to ensure a large scale development with a variety of housing types and related uses that accommodate the diversity of the growing community.

13. Adequate provisions have been for the mitigation of any impacts to schools, parks and recreation facilities, and roads.

14. The proposal is consistent with the provisions of the Paine Field Comprehensive Plan area. It creates high quality urban residential communities which will be sensitive and compatible with surrounding physical environments.

15. Pursuant to Ordinance No. 736 the application was also reviewed under the MMC Title 16 Chapter 12. The proposal satisfies the procedures and processes for preliminary plats as set forth in MMC 16.12.010(11).

16. Adequate open space will be available within the site. With the open space and native growth protection areas and the parks that will be developed on site, the community will have additional usable recreational areas.

17. Conditions as imposed are reasonable and will allow the property to be developed in a manner that will be consistent with other properties in the area and the zoning and Comprehensive Plan designations of the subject property.

18. The environmental review of the subject property has been done pursuant to the SEPA and MMC 17.84.170. Issues raised by the parties at the public hearing, including those issues relating to storm drainage, aesthetics, construction noise, road impacts, and sewage treatment impacts, have been reviewed by the City and decided by the City Council.

19. The applicant is under no responsibility to make improvements to Scenic Drive or 64th Avenue West. The development of the site will not impact these streets and no impact is directly related to the applicant (Hillis Homes v. Snohomish County, 97 Wn.2d 804).

20. The setbacks along Scenic Drive shall be as agreed to by the applicant and the City. The applicant is under no

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responsibility to setback the landscaping. This is an issue of aesthetics which the City Council has adequately addressed in the SEPA appeal.

RECOMMENDATION

Based upon the requirements and authority as set forth in MMC 16.12.010D(3) it is hereby recommended by the Hearing Examiner of the City of Mukilteo to the City Council of the City of Mukilteo that the preliminary plat of One Club House Lane Division A-E (Sector 17, Harbour Pointe) for 190 lots to be developed with detached single family residences located west of Harbour Pointe Boulevard and east of the WindandTide subdivision in Snohomish County be approved subject to the conditions listed below. The basis of this approval is set forth in the Findings of Facts and Conclusions of Law.

CONDITIONS

1. The preliminary plat map received June 30, 1993, shall be the approved plat configuration; changes to the approved plat are restricted by SCC 19.20.020(1).

2. The developer shall fully comply with the procedural and approval process found in MMC 16.12, as in accordance with Mukilteo Ordinance No. 736 and the substantive requirements of Snohomish County Code as adopted by the City of Mukilteo in Ordinance No. 690, 691 and 697.

3. The developer shall fully comply with all applicable requirements of the Harbour Pointe Master Plan contract, Sector

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17 approval and division of development approval.

4. Pursuant to the Paine Field Area Comprehensive Plan, no single family residences shall be located within an area that has an airport noise level exceeding 65 Ldn.

5. Preliminary plat approval shall be effective for a maximum time period of three (3) years upon which time a final plat which meets all conditions of the preliminary plat approval must be submitted, in accordance with MMC 16.12.010.C(16).

6. Recreational facilities for the project shall be established in accordance with the Open Space and Recreation Facilities Plan and the preliminary plat map and division of development application submittal information. The proponent shall develop and complete the recreation facilities prior to occupancy of the last 100 housing units in the proposed plat. In any event, the Open Space and Recreation Facilities Plan shall retain at least 4 acres of open space.

7. A minimum of 25% of the conifer trees, where the trunk is over 8 inches in diameter 3 feet above the ground, shall be retained on each lot in the plat or an 8 foot tall Northwest native conifer shall be planted to replace every such tree where removal cannot be avoided; a maximum of four replacement trees are required to satisfy this requirement. In any event there shall be a minimum of four Northwest native conifer trees remaining on each lot. A note to this effect shall be placed

upon the final plat map. The applicant is encouraged to complete landscaping, but in order to protect it during construction, this condition must be accomplished with final plat approval.

8. With the exception of the recreation areas and private roads identified on the plat map, all open space areas (tracts) shall remain as Native Growth Protection Areas (NGPAs) and shall remain in a substantially natural state. With the exception of selective thinning, clearing and grading, as shown on Sheet No. 4 of 6, no clearing, grading, filling, building construction or placement, fence construction, or road construction of any kind shall occur within these areas; provided that underground utility lines and drainage discharge swales may cross such areas utilizing the shortest alignment possible, if and only if, no feasible alignment is available which would avoid such a crossing. Removal of vegetation by the property owner shall be limited to that which is diseased or hazardous. Plans for selected thinning shall be approved by the Planning Department. A note to this effect shall be placed upon the final plat map.

9. The applicant shall submit detailed clearing and grading and drainage plans, in accordance with SCC Title 25, Grading and Drainage to the Community Development Department for review and approval prior to any construction activities.

10. Prior to any site disturbance or the issuance of any development permits for the project, a clearing plan for the recreational facilities identified on the Open Space and

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Recreation Facilities Plan and the preliminary plat map shall be submitted to the Planning Department for approval.

11. Prior to the start of any construction activities and until such a time as the required drainage improvements are fully operational, siltation and other erosion control measures shall be employed as necessary to reduce and/or control erosion or other adverse impacts to the property as well as to ensure appropriate on-site and off-site water quality control. Typical control measures include but are not limited to the following: filter fabric fencing; placement of slope protection materials such as straw mulch other matting; seasonal constraints on construction activities; and/or temporary storm drainage systems.

12. All grading in the critical areas near steep slopes shall be monitored by a qualified engineer to ensure proper implementation of the erosion/siltation control devices, and the recommendations of applicable geotechnical reports.

13. All required water service improvements shall be installed prior to final plat approval for each division and required easements shall be provided in accordance with Alderwood Water District standards. All easements shall be shown on the face of the final plat.

14. The applicant shall install fire hydrants as required by Alderwood Water District. One (1) blue, square (Type II) raised grade marker shall be installed in the roadway to indicate any fire hydrant location. It should be placed directly across

from the hydrant location off-set one (1) foot from the roadway center to the side of the hydrant.

15. All required sewer improvements shall be designed to Alderwood Water District standards and installed prior to final plat approval for each division.

16. All required storm drainage improvements shall be installed prior to final plat approval for each of the divisions. All erosion control facilities as deemed necessary shall be in place as directed by the City Engineer or Building Official. A Homeowners Association or covenant/maintenance agreement subject to approval by the City Engineer shall be created to maintain all private drainage facilities in the subdivision that are not within the public right-of-way or public drainage easement and the property owners shall permit the City, in emergency situations, to enter any of the lots in order to make necessary repairs to storm drainage improvements.

A note shall be placed on the final plat as follows: "All drainage easements shall be denoted as private if the drainage line contained within is smaller than 12" in diameter. All private easements shall be maintained by either the individual homeowners, the Homeowner's Association or a combination thereof. All easements containing storm drainage lines 12" and larger shall be designated as public drainage easements. All drainage facilities located within public rights-of-way and public drainage easements shall be dedicated to the public and

maintained by the City.

17. The development shall comply with all applicable drainage fee ordinances of the City of Mukilteo.

18. All storm drainage easements for installation and maintenance of drainage improvements shall be shown on the face of the final plat and a note shall be affixed to the plat describing the easement and its purpose.

19. All utilities shall be installed underground unless otherwise approved by the City Engineering Department.

20. The applicant shall relocate any utilities affected by the construction of the subdivision improvements at no cost to the City of Mukilteo.

21. All public right-of-way shall be dedicated and street improvements constructed to Snohomish County standards in effect on the date of preliminary plat application (July 23, 1993).

22. Private street maintenance agreements shall be recorded prior to final plat approval of Divisions C, D, and E in order to insure that the private streets are adequately maintained.

23. The applicant shall conceptually indicate all street light locations on the roadway construction plans for review and approval. Prior to placement of curbs or paving, whichever occurs first, the applicant shall obtain PUD final drawings which indicate all street light locations and submit them to the City for review and approval. Prior to final plat recording, the applicant shall furnish the City acceptable PUD documentation

that the street light installation has been contracted for and all fees required for fully installing the power distribution and lighting systems have been paid.

24. All landscaped areas in the public right-of-way shall be maintained by the developer and/or successor(s) and may be reduced or eliminated if deemed necessary for or detrimental to City road purposes. A note to this effect shall be placed on the face of the final plat.

25. Prior to plan review and inspection by the City Engineering staff, the applicant shall be required to provide a deposit to the City Clerk for the amount of the estimated plan review and inspection costs. The City Engineer shall provide the applicant with a written estimate of those costs. The applicant shall provide an additional deposit to the City Clerk as determined by the City Engineer if actual costs of plan review exceed the initial deposit. A deposit for estimated attorney's fees shall also be provided. The City shall refund any unused monies.

26. Prior to final plat approval for each division, the applicant shall submit a warranty surety to warrant all required improvements, installed, against defects in labor and material for a period of 24 months after acceptance of those improvements by the City. The warranty amount shall be equal to fifteen (15) percent of the costs of the improvements, as determined by the Public Works Director. The surety shall be submitted to and

approved by the City of Mukilteo prior to final plat approval of each division.

27. Prior to final plat approval for each division, the applicant shall pay for and install all required street signs. The exact location and type of all street and other signs related to the subdivision development shall be prepared by the applicant's engineer, on a drawing in triplicate. The ordering, costs and installation of all signs associated with the development shall be the responsibility of the applicant. All sign proposals shall be subject to review and approval by the City Engineer. All approved street signs shall be installed prior to the final construction inspection of each division by the City of Mukilteo.

28. All conditions imposed as part of the MDNS issued for this project on October 13, 1993. The conditions are as follows:

a. Mukilteo School District No. 6 has identified an impact on school resources as a direct effect of new residential development within the District's boundaries. As a result, the applicant shall adhere to the provisions of Snohomish County Title 26C. Since the application became vested on July 23, 1993, the applicant shall pay $2,305.22 per each new lot created to Mukilteo School District No. 6 for a total of $437,991.80. The applicant shall pay the required mitigation fee to the School District prior to final plat approval of each division, and a copy of the School

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District's receipt of funds shall be provided to the City of Mukilteo.

b. According to Ordinance 717 of the Mukilteo Municipal Code (Chapter 17.85), the impacts to park and recreation within the City shall be mitigated by the developer imposing these impacts. Therefore, the developer shall pay $987.00 for each new lot created, or a total of $187,530.00, to the City of Mukilteo as direct mitigation for the impact of 190 new single family residences that will be using the Mukilteo Park system. The developer shall sign a Voluntary Park Agreement on forms provided by the City and pay the mitigation fee prior to final plat approval of each division. As provided by Mukilteo Municipal Code Title 17, Subsection 17.85.080, the Planning Director may consider a request by the applicant for credit against the mitigation obligation. If the applicant opts to negotiate fees, a request for consideration of credit with supporting documents shall be submitted to the City in accordance with MMC Subsection 17.85.080.

c. Open Space Tract 999 of Division C and Open Space Tract 999 of Division E shall be set aside as Native Growth Protection Areas (NGPA) and shall be restricted as follows:

There shall be no clearing, excavation, fences or fill within a Native Growth Protection Area shown on the face of

the plat with the exception of required utility installation, road improvements, removal of dangerous trees, topping of trees, thinning of woodlands for the benefit of the woodlands as determined by a certified landscape architect or arborist and removal of obstructions on drainage courses.

d. Prior to commencement of any clearing or grading activities, the boundaries of all areas to be cleared shall be marked in the field with surveyor's tape and signs stating "no clearing or grading beyond this point without permission from the City of Mukilteo" shall be installed at 100 foot intervals. Field marked boundaries shall be consistent with the proposed clearing plan.

e. Prior to commencement of any clearing or grading activities, City Planning Department staff shall verify that proper on-site flagging and posting of signs has been completed in areas to be cleared.

f. All equipment to be used in clearing and grading operations shall be confined to those areas identified to be cleared.

g. The temporary storage of timber and clearing debris (stumps, branches, etc.) shall be confined to those areas identified to be cleared.

h. The top of bank and down slope areas as shown on the approved final grading plan for Lots 6-16 of Division C and

Lots 2-6 of Division A shall be delineated as Native Growth Protection Areas and shall have the same clearing restrictions as shown on Condition #d. In addition, building setbacks for these lots will be restricted in accordance with the Geotechnical Assessment Soils Reports prepared by Rittenhausen-Zeman and Associates, Inc., for Harbour Pointe Sectors 12 and 17 dated February 24, 1988, and February 9, 1988. A note to this effect shall be placed on the face of the final plat.

i. Minimum 30 foot deep buffers on the rear of Lots 9-13 of Division E shall be depicted on the face of the final plat map along with restrictive language prohibiting site disturbance other than minimal selective tree thinning.

j. The applicant shall comply with all NPDES (National Pollutant Discharge Elimination System) permit requirements as regulated through the Washington State Department of Ecology.

k. The geotechnical report for the lots to be developed under the PPM indicate the lots to be developable sites for single family residences, provided the precautions listed are implemented. All lots developed under the Professional Planning Method shall follow the recommendations of the soils reports prepared by Terra and Associates, Inc. Deviations from the approved soils reports shall be accompanied by new soils reports and site plans prepared in

accordance with the PPM standards listed in Snohomish County Code. The following lots shall be required to use the PPM: Lots 8-13, Division E; Lots 1-6, 10, and 17, Division C; Lots 40-45, Division D.

29. No burning shall be permitted. Effective September 1, 1992, residential yard waste fires and land clearing fires are banned within the City of Mukilteo.

30. A deposit shall be required for the final plat processing per Resolution 89-19 for legal/consultant fees incurred by the City in processing applications. Direct costs for larger projects vary, therefore the City Attorney shall provide an estimate for the review of the project. The applicant shall provide a deposit to the Community Development Department and as provided in Resolution 89-19 (See Attached Copy). The City shall refund any unused monies at the time of recording.

31. A deposit shall be required for the final plat processing in accordance with the current fee resolution for the Hearing Examiner's review of the final plat (See deposit schedule attachment as part of City's most current fee resolution). In cases where the specific application fee does not recover all outside costs attributable to the Hearing Examiner's services, the difference shall be identified by City staff and paid by the applicant to the Community Development Department. The City shall refund any unused monies at the time of recording.

32. The applicant shall have a licensed Civil Engineer

prepare and/or supervise the preparation of as-built civil drawing to be reviewed, approved and signed by the City Engineer upon satisfactory installation of the required public street and utility improvements. One reproducible and 3 signed blueline drawings shall be submitted prior to final approval of the proposed project.

33. The applicant shall apply to the Snohomish County Auditor at 3000 Rockefeller Avenue, Everett, WA 98201-4060 for a plat name Reservation Certificate and furnish the City with a copy of the approved Reservation Certificate at the time of final plat submittal.

34. An underground tunnel or bridge shall be constructed (as an at-grade crossing shall not be permitted) to accommodate golfers and their carts crossing Club House Lane between the 14th and 15th fairways, unless the developer can demonstrate to the Planning Department and the Public Works Director that adequate site distance can be obtained in the plat design for an at-grade crossing at that location.

35. At-grade crossing shall be permitted on 128th Street SW (between Fairways No. 15 and 16).

36. Plans for construction of all golf course crossings shall be subject to submittal to and approval by the Public Works Director during construction plan approval and prior to the initiation of road construction.

37. Tract 996, in Division E, as depicted on the

preliminary plat map, shall be designated as only for emergency vehicle access and pedestrian traffic. Ownership and maintenance of this tract shall be by the Sector 17 Homeowner's Association. The tract shall contain, at the western end, a normally locked vehicle gate to be opened only by emergency or emergency training crews. The Mukilteo Fire Department may advise the Mukilteo Department of Public Works as to any design requirements they may feel appropriate for the driving surface and locked vehicle gate. Also to be located at the western end of the tract, is to be an open pedestrian gate primarily intended for the potential passage of school children. Mukilteo School District No. 6 may advise the Mukilteo Department of Public Works as to any special design requirements they may feel appropriate for the permanently open pedestrian gate. Sole approval authority for these gates shall reside with the Mukilteo Department of Public Works. A note shall be placed on the final plat containing this tract designating it as "Tract 996, subject to a non-exclusive easement for emergency vehicle access and pedestrian access, in Division E."

38. No permitted access from any lot in this subdivision shall be permitted to 64th Avenue West. All lots shall take vehicular access from interior plat roads. A note to this effect shall be placed on the final plat.

39. Surface water run-off from streets shall be collected by the storm drainage system and directed to the existing storm

water retention/detention facilities located in Sectors 12 and 17. Surface water run-off from driveways and roofs, where feasible, shall be collected by the storm drainage system and directed to the existing storm water retention/detention facilities located in Sectors 12 and 17. A note to this effect shall be placed on the final plat.

40. All construction activity shall be limited to those working hours per the City of Mukilteo Codes (7:00 a.m. - 10 p.m., weekdays and 8:00 a.m. - 10:00 p.m., weekends).

41. In accordance with SCC Title 13, Roads and Bridges, the Director of Public Works shall reserve the right to require the applicant to provide a maintenance bond, if he concludes that there may be damage done to the right-of-way, in this case, 64th Avenue West (Snohomish County). Said deposit shall represent an amount determined to be necessary to adequately protect such right-of-way, to cover the costs of restoration and repair of such anticipated damages and also approved by the Director of Snohomish County Public Works Department. In doing so, the Public Works Director or his designee shall, prior to the commencement of any construction activities, photograph the roadway conditions in order to establish a photographic catalogue of the pre-existing conditions.

42. Access to Divisions A, B, C, D and E in Sector 17 from 64th Avenue West is not anticipated for purposes of plat and home

construction, but will be permitted for the limited purposes of hauling of equipment and materials, if no other reasonable access is available. Upon completion of plat and home construction, there shall be no vehicular access to any divisions of the plat from 64th Avenue West, except for the following limited purposes:

a. Emergency access as provided in Condition 37, above; and

b. Temporary access for purposes of maintaining a storm water detention vault, which temporary access shall terminate upon approval and recording of the final plat for Division D, Sector 17.

43. Temporary access from 64th Avenue West will be permitted for purposes of construction of sanitary sewer and storm water sewer systems that serve the plat and that are located near or on proposed Tract 997 in Division D, County or City park land or Sector 21. To the maximum extent feasible, this construction access shall be utilized only during the major construction period, consisting of a continuous 60 to 90 day period occurring between April 1 and November 1 of the year in which the construction occurs. Access will be permitted at other times, before and after the major construction period, to the extent reasonably necessary to prepare, maintain, inspect or repair the installations.

44. Lozier Homes Corporation shall institute a series of measures designed to minimize aesthetic impacts between the

WindandTide and One Club House Lane subdivisions, as described in the following three sub-conditions.

a. Lozier Homes Corporation shall construct a wooden fence, 6 feet in height, along those rear lot lines of One Club House Lane bordering 64th Avenue West, including those lots (15-19, Division E) abutting Tract 998, to be completed no later than the date of construction for all homes in Division D and E, Sector 17, is completed. The fence shall be maintained by individual lot owners pursuant to standards established by the homeowners' association and the applicable Covenants, Conditions and Restrictions of One Club House Lane.

b. Lozier Homes Corporation, as the Declarant, shall amend the Architectural Guidelines of the One Club House Lane Covenants, Conditions and Restrictions, to require a rear yard setback for home construction unless an exception is granted by the Architectural Control Committee due to lot configuration making the setback impracticable or unless prohibited by code. The setback shall measure an average of 15 feet from the Easterly right-of-way of 64th Avenue West. The setback requirement shall apply to all lots immediately adjacent to and bordering 64th Avenue West, but shall not apply to Lots 15, 16, 17, and 19 of Division E.

c. Lozier Homes Corporation shall make reasonable efforts to preserve existing healthy conifer trees of at least 3 inches

in diameter at breast height that are located within 10 feet of the Easterly right-of-way line of 64th Avenue West ("ten foot tree buffer"). In doing so, Lozier Homes Corporation is not required to exceed the "four tree per lot" standard described below. The ten foot tree buffer shall not apply to lots that are not directly adjacent to the Easterly right-of-way of 64th Avenue West. This condition shall not prevent the removal of shrubs and vegetation or deciduous trees. This condition shall not prevent the removal of any trees reasonably necessary for clearing or grading associated with fence construction, surface runoff control, lot contouring or utility construction. In any event, Lozier Homes Corporation will ensure that, upon completion of construction, each lot shall contain four conifer trees, either through preservation of existing trees, planting of new trees or a combination of both preservation and planting. Lozier Homes Corporation shall make reasonable efforts to locate these four trees within the ten foot buffer area described above.

45. Tract 998 (Within Division E), as depicted on the preliminary plat map, shall be designated as a private road for use by Lots 40 and 41 of WindandTide. There shall be no access, vehicular or otherwise, from Lots 15-19, Division E, of the proposed plat. The following note shall be placed on teh final plat: "Tract 998, Division E, Private Ownership, shall be

conveyed by quit claim deed to the owners of lots 40 and 41 of WindandTide after teh recording of Division E. This tract shall be for the exclusive use of ingress, egress and utilities serving said lots 40 and 41. No access from any Division E lots shall be allowed. If the quit claim deed is not accepted by the owners of lots 40 and 41, the tract shall remain in the ownership of other Sector 17 Homeowner's Association, who may convey ownership to the abutting Sector 17 lots.

DATED this 11 day of February, 1994.

James M. Driscoll

JAMES M. DRISCOLL
Hearing Examiner

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VOL. 3011 PAGE 1148

After recording please return to:
CDD Administrator
City of Mukilteo
4480 Chennault Beach Road
Mukilteo, WA 98275

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COPY

9503170236

RECORDED
'95 MAR 17 P1:44
SNOHOMISH COUNTY AUDITOR

SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ONE CLUB HOUSE LANE SOUTH DIVISIONS 7 AND 8

THIS SUPPLEMENTARY DECLARATION is made this 6th day of March, 1995, by LOZIER HOMES CORPORATION, a Washington corporation ("Declarant").

A. Declarant is the owner and developer of that certain real property situated in the City of Mukilteo, Snohomish County, Washington, commonly known as One Club House Lane, Divisions 7 and 8, which real property is more particularly described on Exhibit A, attached hereto and incorporated herein by this reference. Declarant is also the Declarant in that certain Declaration of Covenants, Conditions and Restrictions for the adjacent property known as One Club House Lane South, as recorded under Snohomish County Auditor's No. 9301250639 ("Declaration").

B. Pursuant to Section 9.1 of the Declaration, Declarant as the owner of One Club House Lane, Divisions 7 and 8, has the unilateral right to subject such property to the provisions of the Declaration and the jurisdiction of the Association, as defined therein, by recording a Supplementary Declaration describing such property. Pursuant to such Section 9.1, Declarant may unilaterally amend the Declaration as it applies to the property being annexed, in order to reflect the different character of such property.

C. In order to comply with certain provisions of preliminary plat approval of One Club House Lane Divisions A-E (Sector 17, Harbour Pointe) imposed by the City of Mukilteo, as such conditions have been construed by the City, Declarant desires to amend the Declaration, as the Declaration applies to One Club House Lane, Divisions 7 and 8, as requested by the City and as set forth herein.

NOW, THEREFORE, in accordance with the Declaration, Declarant hereby covenants and declares that One Club House Lane, Divisions 7 and 8, as described on Exhibit A, is hereby subjected to all of the covenants, conditions and restrictions of the Declaration and to the jurisdiction of the Association as defined therein; provided, however, that as applied only to One Club House Lane, Divisions 7 and 8, the Declaration is hereby amended as follows:

1. Amendment of Definitions. Article 1, Section 1.1, of the Declaration is hereby amended by the addition of a new subsection 1.1.19, as follows:

1.1.19 "City" means the City of Mukilteo, a municipal corporation organized and existing under the laws of the State of Washington, acting by and through its duly authorized officials, employees, agents, contractors, and subcontractors.

2. Amendment of Maintenance Provisions. Article 5 of the Declaration is hereby amended by the addition of a new Section 5.8, as follows:

5.8 Determination of Need for Maintenance or Repair. The City shall have the right, but not the obligation, to inspect, determine the need to maintain or repair, or require the Association to maintain or repair, any of the landscaping, utilities, private roadways, or other facilities that are Common Property within One Club House Lane, Divisions 7 and 8, when the City determines in its reasonable discretion that the same is necessary in the interest of public health and safety. Declarant, each Owner, and the Association, understand and agree that the City has no obligation to inspect, determine the need to maintain or repair, or require the Association to maintain or repair any such items, and that the City's failure to do so does not create any liability on the City's part or relieve Declarant, any Owner, or the Association, of their respective obligations for maintenance and repair under this Declaration.

3. Amendment of Easement for Entry. Article 11, Section 11.3, of the Declaration is hereby amended by the addition of the following at the end of Section 11.3:

In addition to the Board's right of entry as provided in this Section 11.3, the City shall have the right, but not the obligation, to enter upon any property within One Club House Lane, Divisions 7 and 8, in emergency situations, in order to make necessary repairs to storm drainage improvements.

4. Amendment of Enforcement Provisions. Article 12, Section 12.1, of the Declaration is hereby amended by the addition of the following at the end of Section 12.1:

> The City is expressly intended to be a beneficiary of the provisions of Article 5, Section 6.32, and Sections 11.2, 11.3, and 11.4 of this Declaration. The City shall have the right, but not the obligation, to enforce any and all of such provisions as applied to One Club House Lane, Divisions 7 and 8, should the City determine in its reasonable discretion that such enforcement is necessary to protect the public health, safety, or welfare, or to ensure that conditions of plat approval remain in full force and effect in One Club House Lane, Divisions 7 and 8.

5. Amendment of Provision on Amendments. Article 12, Section 12.4, of the Declaration is hereby amended by the addition of the following subsection 12.4.3:

> The provisions of Article 5, Section 6.32, and Sections 11.2, 11.3, and 11.4 of this Declaration are expressly intended to benefit the City. Those provisions are imposed by Declarant in order to comply with conditions imposed by the City on the Plat of One Club House Lane Divisions A-E (Sector 17, Harbour Pointe), to which this Declaration applies. As applied to One Club House Lane, Divisions 7 and 8, neither this subsection 12.4.3, nor Article 5 or Sections 6.32, 11.2, 11.3 or 11.4, may be amended or revoked without the express written consent of the City.

6. Remainder of Declaration Applies. Except as specifically modified herein, all remaining terms, conditions, and provisions of the Declaration shall apply to One Club House Lane, Divisions 7 and 8, as the same are set forth in the Declaration, or as the same may hereafter be amended.

EXECUTED the day and year first above written.

DECLARANT:

LOZIER HOMES CORPORATION, a Washington corporation

By _____

Its _____

Michael D. Levy
Vice President

SUBSCRIBED AND SWORN to before me this 6th day of March, 1995.

Printed Name Leeann Schermerhorn
NOTARY PUBLIC in and for the State of
Washington, residing at Kent
My Commission Expires 3-22-96

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EXHIBIT A

PROPERTY SUBJECTED TO THE DECLARATION BY THIS SUPPLEMENTARY DECLARATION

THOSE PORTIONS OF SECTIONS 28 AND 29, TOWNSHIP 28 NORTH, RANGE 4 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ONE CLUB HOUSE LANE DIVISION 7, AS RECORDED UNDER RECORDING NO. 9503175003, VOLUME 58 OF PLATS, PAGES 223-225, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

ONE CLUB HOUSE LANE DIVISION 8, AS RECORDED UNDER RECORDING NO. 9503175004, VOLUME 58 OF PLATS, PAGES 226-229, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

FINDINGS AND RECOMMENDATIONS OF THE HEARING EXAMINER OF THE CITY OF MUKILTEO

In the matter of the Final Review of the Plat of ONE CLUB HOUSE LANE, DIVISION 8 for APPROVAL OF A FINAL PLAT

Recommendation: **The final plat of One Club House Lane, Division 8, should be granted.**

INTRODUCTION

The preliminary plat of One Club House Lane was approved by the City of Mukilteo City Council in the Spring of 1994. (Approval was made pursuant to the Hearing Examiner's Recommendations of February 11, 1994.) The applicant has proceeded with the development pursuant to the approved preliminary plat and now requests final plat review.

A hearing on the request was held before the Hearing Examiner of the City of Mukilteo on February 14, 1995.

At the hearing, the following presented testimony and evidence:

PAUL SCHAEFER
Planning Department
City of Mukilteo
Mukilteo, WA 98275

JOE ARMOS
14407 NE 12th Place
Bellevue, WA 98007

DON MILLER
8888 - 45th Place West
Mukilteo, WA 98275

At the hearing the following Exhibits were submitted and were admitted as part of the official record of this proceeding:

Exhibit 1: Memorandum dated February 2, 1995
2: Reduced copy and full size copy of the final plat map
3: Vicinity map
4: Hearing Examiner's Decision

5: Letter from Alderwood Water District
6: Memorandum from Engineering
7: City Attorney letter (2/1/95)
8. Letter from City Attorney re Declaration of Covenants, conditions and restrictions (prepared and delivered subsequent to hearing and at request of city and applicant)

After due consideration of the evidence presented by the Applicant, and evidence elicited during the public hearing, the following Findings of Fact and Conclusions constitute the basis of the decision of the Hearing Examiner.

FINDINGS OF FACT

1. The City of Mukilteo approved the preliminary plat for the One Club House Lane, Division 8, also known as Division "B", a portion of Sector 17, Division A-E (Harbour Pointe), Mukilteo, Washington.

2. The Mukilteo Municipal Code (MMC) 16.12.010 (D) requires final plat review. The Mukilteo Subdivision Code sets forth that the final plat must conform to the terms of the preliminary plat approval, the requirements of the Subdivision Code, and the approval of the City Council.

3. Preliminary and secondary vehicular accesses have been provided pursuant to the plans that have been approved as part of the preliminary plat. The exact detail of the access points that have been developed are set forth in the Staff Report (page 1).

4. Storm drainage improvements, curbing and paving have been installed.

5. All sidewalks are to be developed pursuant to a performance bond with a date certain of June 30, 1995 for completion. The applicant has submitted a performance bond in the amount of $60,932.

6. The applicant has executed a construction contract with the Snohomish PUD for plat utility installation, including electrical power and street lighting.

7. All street lighting plans have been approved by the City and the construction of street lighting improvements is complete. There will be no traffic signals required.

8. A maintenance surety bond for plat improvements of $26,187.00 has been secured.

9. The required storm drainage improvements have been partially installed and adequate provisions have been made for surface water runoff. The remainder of Division 8 will utilize the Sector 12 detention pond. The subdivision will utilize the Sector 17 detention vault, which was constructed as part of Sector 17, Division 1 plat improvements.

10. The storm drainage system will accommodate a 100 year storm and release the water at a rate not to exceed the 10 year storm. It is tightlined through the Snohomish County Parkland and into the Picnic Point Creek and Hulk Creek.

11. Utility easements are reserved for and granted to all utilities serving the plat. The easements are located under and upon the exterior 10-feet parallel with the adjoining street frontage for all lots. Water and sewer systems have been installed and tested. Final approval must be obtained.

12. Adequate vegetation has been retained onsite.

13. The applicant and the City have entered into an agreement with regard to mitigation requirements and mitigation fees relating to schools and for parks ($46,389.00 to go toward parks mitigation). In addition, the applicant has prepared an Open Space and Recreation Plan consisting of two Open Space and Recreation Tracts that service the entire Sector 17 development. The Open Space and Recreation Tracts are located in Divisions 7 "A" and 7 "D". The project is exempt from road mitigation.

14. The applicant and the City have entered into an agreement with regard to declaration of covenants, conditions and restrictions. Included in this agreement are obligations of maintenance. The agreement should be part of the final plat.

15. The preliminary plat agreement should be part of the final plat.

16. The preliminary plat conditions of approval have been satisfied with the exceptions of Conditions 28 (a) and (b) and Condition 6. These will be satisfied at time of plat approval or in a timely manner acceptable to the City.

17. None of the lots contained in Division 8 is subject to professional planning methods review.

18. The final plat has been recommended for approval by the City.

CONCLUSIONS

1. The applicant has requested approval of a final plat review of the plat of One Club

House Lane, Division 8, also known as Division "B", a portion of Sector 17, Division A-E (Harbour Pointe), Mukilteo, Washington.

2. The final plat review has been conducted pursuant to the Mukilteo Municipal Code and the appropriate sections of a final plat review process.

3. As part of the final plat review, the drawings of the proposed final plat, the Hearing Examiner's Decision of February 11, 1994, the Mukilteo Municipal and Zoning Codes, the conditions of approval as determined by the City Council, and the building codes and development standards of the City of Mukilteo have been considered. The proposed final plat satisfies these conditions. The City Attorney has reviewed the agreements.

4. The applicant and the City have reached agreement with regard to mitigation requirements and Declaration of Covenants, Conditions and Restrictions (CCR). These should be part of the final plat review.

5. All improvements required by the conditions of the preliminary plat approval have been installed or bonded as provided by MMC 16.12.010 (H) and (I).

6. The final plat of the plat of One Club House Lane, Division 8 subdivision should be approved pursuant to MMC 16.20.010(D). This approval should be subject to the recommended changes submitted by the staff, including suggested language with regard to CCRs and a revision to Plat Restriction #11(S) as required by the City.

RECOMMENDATIONS

Based upon the proceeding Findings of Fact and Conclusions, the testimony and evidence submitted at the public hearing, and upon the impressions of the Hearing Examiner at a site view, it is hereby recommended to the City Council that the final plat review of the plat of One Club House Lane, Division 8, also known as Division "B", a portion of Sector 17, Division A-E (Harbour Pointe), Mukilteo, Washington be approved subject to:

1. The CCRs approved by the City and the applicant's attorney become part of the final plat approval.

2. Plat Restriction #11 to be revised consistent with the City's recommendation, and read as follows:

The property owners shall permit the City, in emergency situations, although not required, to enter any of the lots in order to make necessary repairs to storm drainage improvements

3. The revised plans as submitted at the public hearing on this review be the controlling plans for the final plat.

Done and dated this 24 day of February, 1995.

James M. Driscoll
Hearing Examiner

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CHICAGO TITLE INSURANCE COMPANY
3030 HOYT AVENUE
EVERETT, WASHINGTON 98201

Order No.: 370584

PLAT CERTIFICATE

RECEIVED
OCT 05 1994
CITY OF MUKILTEO

Certificate for Filing Proposed Plat:

In the matter of the plat submitted for our approval, this Company has examined the records of the County Auditor and County Clerk of SNOHOMISH County, Washington, and the records of the Clerk of the United States Courts holding terms in said County, and from such examination hereby certifies that the title to the following described land situate in said SNOHOMISH County, to-wit:

SEE SCHEDULE A (NEXT PAGE)

VESTED IN:

LOZIER HOMES CORPORATION, A WASHINGTON CORPORATION

EXCEPTIONS:

SEE SCHEDULE B ATTACHED

CHARGE: $150.00
TAX: $11.85

Records examined to SEPTEMBER 9, 1994 at 8:00 AM

CHICAGO TITLE INSURANCE COMPANY

By Doris D Elwood

DORIS ELWOOD
Title Officer
(206) 258-3683

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VOL. 3011 PAGE 1159

CHICAGO TITLE INSURANCE COMPANY

Order No.: 370584

PLAT CERTIFICATE

SCHEDULE A

(Continued)

LEGAL DESCRIPTION

PROPOSED PLAT OF ONE CLUB HOUSE LANE DIV. B:

THIS PLAT OF ONE CLUB HOUSE LANE DIV. B EMBRACES THAT PORTION OF THE WEST HALF OF THE WEST HALF OF SECTION 28, AND OF THE EAST HALF OF THE EAST HALF OF SECTION 29, TOWNSHIP 28 NORTH, RANGE 4 EAST, W.M., IN SNOHOMISH COUNTY WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 17 IN THE PLAT OF ONE CLUB HOUSE LANE DIV. 2, AS RECORDED IN VOLUME 52 OF PLATS, PAGES 287 THROUGH 289, RECORDS OF SAID COUNTY;
THENCE NORTH 5°23'09" EAST 294.86 FEET;
THENCE NORTH 1°53'49" WEST 299.56 FEET;
THENCE NORTH 27°26'52" WEST 60.00 FEET TO INTERSECT THE ARC OF A CURVE AT A POINT FROM WHICH THE CENTER LIES SOUTH 27°26'52" EAST 287.39 FEET DISTANT;
THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 10°59'52" AN ARC LENGTH OF 55.16 FEET TO A POINT OF TANGENCY;
THENCE NORTH 73°33'00" EAST 28.52 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET;
THENCE NORTHEASTERLY AND NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 93°13'00" AN ARC LENGTH OF 40.67 FEET TO A POINT OF TANGENCY;
THENCE NORTH 19°40'00" WEST 53.08 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET;
THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 7°21'00" AN ARC LENGTH OF 19.24 FEET;
THENCE NORTH 70°20'00" EAST 327.98 FEET;
THENCE NORTH 60°14'42" EAST 75.45 FEET;
THENCE NORTH 53°44'07" EAST 60.97 FEET;
THENCE SOUTH 41°55'55" EAST 109.21 FEET TO INTERSECT THE ARC OF A CURVE AT A POINT FROM WHICH THE CENTER LIES NORTH 38°09'00" WEST 670.00 FEET DISTANT;
THENCE NORTHEASTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 6°30'27" AN ARC LENGTH OF 76.10 FEET TO A POINT OF COMPOUND CURVATURE AND THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET;
THENCE NORTHERLY AND NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 87°11'01" AN ARC LENGTH OF 38.04 FEET TO A POINT OF TANGENCY;
THENCE NORTH 41°50'28" WEST 10.69 FEET;
THENCE NORTH 48°09'32" EAST 50.00 FEET TO INTERSECT THE ARC OF A CURVE AT A POINT FROM WHICH THE CENTER LIES NORTH 48°09'32" EAST 25.00 FEET DISTANT;
THENCE SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 97°09'32" AN ARC LENGTH OF 42.39 FEET TO A POINT OF TANGENCY;
THENCE NORTH 41°00'00" EAST 83.30 FEET;
THENCE SOUTH 47°00'00" EAST 60.04 FEET;
THENCE NORTH 41°00'00" EAST 72.98 FEET;
THENCE SOUTH 49°00'00" EAST 86.10 FEET;

SEE NEXT PAGE

SCHEDULE A
(Continued)

LEGAL DESCRIPTION

THENCE SOUTH 35°32'14" WEST 178.00 FEET;
THENCE SOUTH 28°39'07" WEST 221.07 FEET;
THENCE SOUTH 11°42'27" WEST 423.82 FEET;
THENCE SOUTH 9°07'13" WEST 259.83 FEET TO THE NORTHEAST CORNER OF LOT 13 IN SAID PLAT OF ONE CLUB HOUSE LANE DIV. 2;
THENCE ALONG THE NORTH BOUNDARY OF SAID PLAT BY THE FOLLOWING COURSES AND DISTANCES;
SOUTH 87°49'32" WEST 204.50 FEET,
SOUTH 89°34'58" WEST 85.44 FEET,
NORTH 85°49'13" WEST 95.02 FEET;
SOUTH 79°30'56" WEST 51.98 FEET, AND
SOUTH 88°31'55" WEST 120.86 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

CHICAGO TITLE INSURANCE COMPANY

Order No.: 370584

PLAT CERTIFICATE
SCHEDULE B

This certificate does not insure against loss or damage by reason of the following exceptions:

GENERAL EXCEPTIONS:

A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

B. Rights or claims of parties in possession not shown by the public records.

C. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.

D. Easements or claims of easements not shown by the public records.

E. Any lien, or right to lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the public records.

F. Liens under the Workmen's Compensation Act not shown by the public records.

G. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity or garbage removal.

H. General taxes not now payable; matters relating to special assessments and special levies, if any, preceding or in the same becoming a lien.

I. Reservations or exceptions in patents or in Acts authorizing the issuance thereof; Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.

J. Water rights, claims, or title to water.

K. THIS REPORT IS ISSUED AND ACCEPTED UPON THE UNDERSTANDING THAT THE LIABILITY OF THE COMPANY SHALL NOT EXCEED ONE THOUSAND DOLLARS($1000.00).

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CHICAGO TITLE INSURANCE COMPANY

PLAT CERTIFICATE
SCHEDULE B

Order No.: 370584

(Continued)

EXCEPTIONS

1. NO SEARCH HAS BEEN MADE AS TO GENERAL TAXES AND ASSESSMENTS. TAXES AND ASSESSMENTS WILL BE SEARCHED UPON REQUEST.

2. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

BETWEEN:	BCE DEVELOPMENT, INC.
AND:	SNOHOMISH COUNTY, A MUNICIPAL CORPORATION
RECORDED:	SEPTEMBER 2, 1988
RECORDING NUMBER:	8809020115
REGARDING:	ROAD AGREEMENT - COPY ATTACHED

3. PROVISIONS OF "POSSESSION SHORES AGREEMENT" AND "CHEVRON AGREEMENT" RECORDED UNDER AUDITOR'S FILE NUMBERS 7808310138 AND 7808310140 RESPECTIVELY.

4. CONCOMITANT AGREEMENT RECORDED UNDER AUDITOR'S FILE NUMBER 9204160131 AND AMENDED BY DOCUMENT RECORDED UNDER AUDITOR'S FILE NUMBER 9306010018.

5. RESERVATIONS CONTAINED IN DEED:
RECORDING NUMBER: 7811300199
AS FOLLOWS:

EXCEPTING AND RESERVING TO GRANTOR, ITS SUCCESSORS AND ASSIGNS, ALL OIL, GAS AND OTHER HYDROCARBONS, GEOTHERMAL RESOURCES AS DEFINED IN SECTION 79.76.030, REVISED CODE OF WASHINGTON, AND ALL OTHER MINERALS, WHETHER SIMILAR TO THOSE HEREIN SPECIFIED OR NOT WITHIN OR THAT MAY BE PRODUCED FROM SAID REAL PROPERTY; PROVIDED, HOWEVER, THAT ALL RIGHTS AND INTEREST IN THE SURFACE OF SAID REAL PROPERTY ARE HEREBY CONVEYED TO GRANTEE, NO RIGHT OR INTEREST OF ANY KIND THEREIN, EXPRESS OR IMPLIED, BEING EXCEPTED OR RESERVED TO GRANTOR EXCEPT AS HEREINAFTER EXPRESSLY SET FORTH. ALSO EXCEPTING AND RESERVING TO GRANTOR, ITS SUCCESSORS AND ASSIGNS, THE SOLE AND EXCLUSIVE RIGHT FROM TIME TO TIME TO DRILL AND MAINTAIN WELLS OR OTHER WORKS INTO OR THROUGH SAID REAL PROPERTY BELOW A DEPTH OF FIVE HUNDRED (500) FEET AND TO PRODUCE, INJECT, STORE AND REMOVE FROM OR THROUGH SUCH WELLS OR WORKS, OIL, GAS AND OTHER SUBSTANCES OF WHATEVER NATURE, INCLUDING THE RIGHT TO PERFORM ANY AND

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ALL OPERATIONS DEEMED BY GRANTOR NECESSARY OR CONVENIENT FOR THE EXERCISE OF SUCH RIGHTS.

6. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE:	ALDERWOOD WATER DISTRICT
PURPOSE:	SANITARY SEWER, TOGETHER WITH ALL CONNECTIONS AND APPURTENANCES THERETO
AREA AFFECTED:	AS DESCRIBED THEREIN
RECORDED:	SEPTEMBER 29, 1989
RECORDING NUMBER:	8909290531

7. TERMS AND PROVISIONS OF THE COVENANT AGREEMENT RECORDED AUGUST 23, 1989 UNDER AUDITOR'S FILE NO. 8908230414, A COPY OF WHICH IS HERETO ATTACHED.

8. TERMS AND PROVISIONS OF THE SECTOR AGREEMENT RECORDED AUGUST 23, 1989 UNDER AUDITOR'S FILE NO. 8908230415, A COPY OF WHICH IS HERETO ATTACHED.

9. RESERVATIONS CONTAINED IN DEED RECORDED UNDER AUDITOR'S FILE NUMBER 9103290465, A COPY OF WHICH IS HERETO ATTACHED.

10. RESERVATIONS CONTAINED IN DEED RECORDED UNDER AUDITOR'S FILE NUMBER 9301280368, A COPY OF WHICH IS HERETO ATTACHED.

11. THE COMPANY'S LIABILITY FOR THIS REPORT IS LIMITED TO $1,000.00. THIS REPORT IS BASED ON THE COMPANY'S PROPERTY RECORDS, AND NO LIABILITY IS ASSUMED FOR ITEMS MISINDEXED OR NOT INDEXED IN THE PUBLIC RECORDS, OR FOR MATTERS WHICH WOULD BE DISCLOSED BY AN INQUIRY OF THE PARTIES IN POSSESSION OR BY AN ACCURATE SURVEY OR INSPECTION OF THE PREMISES. THIS REPORT AND THE LEGAL DESCRIPTION GIVEN HEREIN ARE BASED UPON INFORMATION SUPPLIED BY THE APPLICANT AS TO THE LOCATION AND IDENTIFICATION OF THE PREMISES IN QUESTION, AND NO LIABILITY IS ASSUMED FOR DISCREPANCIES RESULTING THEREFROM. THIS REPORT DOES NOT REPRESENT EITHER A COMMITMENT TO INSURE TITLE, AN EXAMINATION OF, OR OPINION AS TO THE SUFFICIENCY OR EFFECT OF THE MATTERS SHOWN, OR AN OPINION AS TO THE MARKETABILITY OF TITLE TO THE SUBJECT PREMISES.

END OF SCHEDULE B

NOTE A: BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NUMBER 9103290463.

NOTE B: BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NUMBER 9301120369.

NOTE C:
A SURVEY HAS BEEN RECORDED UNDER RECORDING NUMBER 8908235003,

CHICAGO TITLE INSURANCE COMPANY

PLAT CERTIFICATE Order No.: 370584

SCHEDULE B

(Continued)

A COPY OF WHICH IS HERETO ATTACHED.

NOTE D:
A SURVEY HAS BEEN RECORDED UNDER RECORDING NUMBER 8908045001,
A COPY OF WHICH IS HERETO ATTACHED.

RM/KC

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RECORDED BY SNOHOMISH COUNTY-FOR TERRITORIAL, COUNTY AUDITOR

COPY

FINDINGS AND RECOMMENDATION
OF THE HEARING EXAMINER OF THE CITY OF MUKILTEO

In the Matter of the Application of LOZIER HOMES, For Approval of a Preliminary Plat

NO. HE-PP-94-1

RECOMMENDATION

It is hereby recommended that the preliminary plat of One Club House Lane Division A-E (Sector 17, Harbor Point) for 190 lots to be developed with detached single family residential housing, recreational facilities and open space be approved. The approval should be made subject to the conditions as herein stated.

INTRODUCTION

Lozier Homes, Inc., 1203 - 114th Avenue S.E., Bellevue, Washington 98004 (hereinafter referred to as applicant), requested approval of a preliminary plat to subdivide 58.64 acres of land into 190 lots. The proposed plat is to be developed on Sector 17 of the Harbor Point in the City of Mukilteo. The property is located west of Harbor Point Boulevard and east of the WindandTide subdivision in Snohomish County. The proposed plat is to be constructed in no more than five divisions (A-E). Snohomish approved the preliminary plat in 1990, but the permit lapses on May 1, 1994.

A hearing on the request was held before the Hearing Examiner of the City of Mukilteo on January 27, 1994.

At the hearing the following presented testimony and evidence:

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PAUL E. SCHAEFER, Assistant Planner, City of Mukilteo, Mukilteo, WA. Mr. Schaefer gave a background of the preliminary plat; described the land that was involved; described the history of the plat approval in Snohomish County; and gave recommendations on behalf of the City of Mukilteo.

GARY NYBERG, Public Works Department, City of Mukilteo, Mukilteo, Washington - Mr. Nyberg described storm drainage from the site and the development of utilities within the proposed subdivision.

CHARLES LAPPENBUSCH, 1203 - 114th Avenue S.E., Bellevue, Washington 98004. Mr. Lappenbusch testified on the development that has occurred in the area and the designs and awards in customer service that have been garnered by the applicant.

DON MILLER, 8888 - 45th Place West, Mukilteo, Washington. Mr. Miller was the chief spokesperson for the applicant. He provided a background of the creation of Sector 17; a history of the governmental approval of the plat on August 15, 1988 by Snohomish County; a discussion of the master plan; a description of the utilities; and a discussion of conditions as recommended by the Planning Department. Mr. Miller's specific comments on the conditions of approval will be addressed in the Findings of this document.

ERIK SMITH, 12314 Scenic Drive, Edmonds, Washington 98026. Mr. Smith testified in objection to the size of the lots of the proposed development submitting that they are marginal in size;

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about potential sewer problems; that the lots would be too dense; and that the small lots on the subject property are not consistent with other lots that have been developed in the area. Mr. Smith also submitted that landscaping should occur on the rear of the lots that front Scenic Drive. Mr. Smith also objected to the fact that he did not receive a Staff Report prior to the hearing. (Because Mr. Smith did not receive a Staff Report, he was granted an additional seven days in which to submit written testimony.) Mr. Smith also submitted that there will be an aesthetic impact with the cutting down of trees for the development. Further, he claimed that the detention facilities for the plat will be disruptive and could cause erosion. He submitted that there should be road improvements on Scenic Drive with a fence set back off from the street.

STEPHANIE PIRIE, 12610 Maplewood Avenue, Edmonds, Washington 98026. Ms. Pirie submitted that she is the vice-president of the WindandTide Homeowner's Association. She was concerned about the development and the aesthetics. She recommended that there be no access for construction vehicles through WindandTide during construction. She also recommended that a greenbelt be installed along Scenic Drive and that a fence be constructed. She further submitted that the lots of the proposed development are small and argued that it is not good planning to allow high density development to occur next to the larger lots of WindandTide.

DAVID DAILEY, 12224 - 64th Avenue West, Edmonds, Washington

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- Mr. Dailey submitted that the proposed conditions #1 and #2 as set forth in the City Staff Report (Exhibit 1) are in conflict. He submitted that the wording of the conditions is vague and is open to interpretation.

LINDSAY SCHAEFER, 12320 Scenic Drive, Edmonds, Washington. Ms. Schaefer testified opposition to the proposal and the size of the lots in the proposed subdivision.

DIANE DAILEY, 12224 - 64th Avenue West, Edmonds, Washington. Ms. Dailey testified that the aesthetics of the area will be impacted by the proposed development.

THOMAS EHRLICHMAN, 1221 Second Avenue, #500, Seattle, Washington 98101.

At the hearing the following exhibits were submitted and were admitted as part of the official record:

Exhibit
1 - Staff Report
2 - City of Mukilteo Resolution 93-17
3 - City of Mukilteo Resolution 93-19
4 - City of Mukilteo Resolution 89-19
5 - City of Mukilteo Ordinance 752
6 - Application of One Club House Lane
7 - Vicinity Map
8 - Reduced Preliminary Plat Map
9 - SEPA Environmental Checklist
10- Comments from Alderwood Water District
11- Comments from Community Transit
12- Comments from GTE
13- Comments from Snohomish PUD
a) September 21
b) October 26
14- Comments from Army Corps of Engineers
15- Memorandum - Engineering Department (8/27/93)
16- Comments from City Department (no identification of department on exhibit)
17- Comments from Snohomish County Public Works
18- Comments from Washington Department of Transportation

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19- Memorandum - internal planning (8/5/93)
20- Determination of Nonsignificance (DNS)
21- Letter to Mukilteo City Council from Lozier Homes - January 11, 1994
22- Geo-Technical Report - 2/24/88
23- Letter to BCE Development from Geo-Technical Engineers - 2/9/88
24- Letter to Don Miller from Washington Department of Ecology - 3/16/93
25- Downstream Analysis Report (Drainage)
26- Hydraulic Project Approval
27- DNS appeal - 11/12/93
28- City Attorney Memorandum - 1/12/94
29- Staff Report - SEPA Appeal
30- SEPA Appeal Notice
31- Mitigated Determination of Nonsignificance (Sector 12 and 17) (Snohomish County 7/7/88)
32- Mitigated DNS (Sector 17) - 3/17/90
33- Hearing Examiner (Snohomish County) decision - 4/18/90
34- Declaration of Covenants/Conditions/Restrictions (Sector 12 and 17)
35- Series of letter to Lozier Corp. from Terra Associates
36- Affidavit of Mailing
37- Affidavits (two) of Posting
38- Affidavit of Publication
39- Public Notice
40- Memorandum - Planning from Public Works - 1/25/93
41- SEPA Appeal Decision - 1/24/94
42 - Comment letter dated 3/30/90 from David Dailey re: Development of Scenic Drive, 64th Avenue, West, WindandTide
43- Comment letter dated 10/28/91 from David Dailey re: Regatta Estates Degradement on the Picnic Point Road
44- Comment letter dated 5/3/93 from D. Dailey to G. Predohl, Snohomish County Highway Department
45- Comment letter dated 1/27/94 from Lindsay Schaefer
46- Comment letter dated 1/26/94 from Mike & Stephanie Pirie to Mukilteo City Council/Lozier Homes
47- Comment letter (undated) from Erik Smith re: Lozier Homes application for subdivision of Sector 17
48- Letter dated 1/11/94 from Lozier Homes to Mukilteo City Council re: voluntary measures
49- Affidavit of Arden Blackledge, P.E. dated 1/11/94 with attachment of letter dated 6/29/93 from J. Glynn to D. Schutt
50- Comment letter dated 1/27/94 from G.W.C. Land

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Development Consulting re: Harbour Pointe Sector 17 - Comments on 1/21/94 Staff Report and Preliminary Plat Hearing Presentation

51- Map denoting location of existing storm water detention facility

52- Testimony sign in sheet from 1/27/94 public hearing

53- Set of Preliminary Plat Maps (six)

Many of the written exhibits are correspondence of the witnesses. A summary of the correspondence is as follows:

David Daily (3/30/90). The witness' letter was submitted for a hearing held on April 10, 1990. In it, he objected to the yards fronting Scenic Drive not being landscaped. The correspondence also indicates that too much development has occurred in the area and that insufficient infrastructure is available to support it.

David Daily (10/20/91 - Letter submitted to Snohomish County Council). The witness contended the following: that too much development has occurred for the existing infrastructure to support it; that the drainage valley in the area has been developed as a utility area and has caused problems with existing development; a discussion of the witness' impressions of the development.

David Daily to Gary Predohl, Snohomish County Highway Department. The letter submitted questioned Snohomish County on the activities in the witness' neighborhood. The issues raised in the letter are not relevant to the preliminary plat.

Lindsay Schaefer (1/27/94). The witness, a resident of WindandTide, requested compromise from the applicant. She

submitted that WindandTide "is not a homogenous community that has been designed and cloned by and for twentieth century yuppies". She stated that the City Council should consider the quality and financial contribution WindandTide has made by being in the Mukilteo area. She requested that roadways not be ruined and trees be maintained on the subject property

Based upon the above exhibits and the testimony and evidence submitted at the public hearing, the following Findings of Facts and Conclusions constitute the basis of the recommendation of the Hearing Examiner.

FINDINGS OF FACTS

1. Although it was later annexed into the City of Mukilteo, on May 1, 1990, the subject property was under the jurisdiction of Snohomish County. That date was the effective date for a preliminary plat which had been approved by the County. The County approval was for the development of the proposed One Club House Lane Subdivision and the approval of the preliminary plat. The approval will expire on May 1, 1994, and, because the property is now within the City of Mukilteo, it is necessary that the applicant receive approval of the plat from the City of Mukilteo. Pursuant to an intergovernmental agreement of the preliminary plat has been reviewed pursuant to the Snohomish County standards.

2. Sector 17 is an area of land that consists of 135.5 acres. It has varied uses, including family residential (87.9

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acres); public school (9.7 acres); and five fairways of the Harbor Point Golf Course (37.9 acres). The requested preliminary plat is for development on 58.64 of the 87.9 acres that have been designated for single family residential. The new development will result in an additional 190 lots. The remaining 29.26 acres have already been platted for 86 dwelling units.

3. With the development of the subject property, the entire Sector 17 will have 276 detached single family units. The non-residential acreage of Sector 17 includes the golf course, which has been developed, and school district property on which a school is being constructed.

4. Zoned by contract, the undeveloped subject property is zoned R-8,400. The contract also established the planned residential development (PRD) standards for the subject property.

5. The subject property is located in the Comprehensive Plan designated area as Paine Field area. In the Plan, an urban designation has been established which allows four to six dwelling units per acre.

6. The properties to the east and north in the City of Mukilteo are zoned single family residential, R-8,400, with contract. The property to the north is not developed, while the property to the east is developed with One Club House Land Subdivisions 1-3. The property to the south is located in Snohomish County and has a designation of Snohomish County Parkland R-8,400. It is undeveloped and contains the natural

vegetation. The property to the west is located in Snohomish County and is zoned single family residential, R-20,000. It is developed with the WindandTide community.

7. Within Sector 17 the slopes are generally slight to moderate. There are slopes on 9.38 acres (approximately 16% of the site) in the northern and southern portions of the plat that have slopes of 15% or greater. In addition, approximately 13% of the site has slopes that exceed 25% grade on which no development is proposed. The remainder of the site consists of slopes of 0-15% grade that can be developed.

8. The vegetation on the subject property consists of second growth fir trees and some deciduous trees. There are shrubs, grasses, and bushes on the site.

9. The platting consists of paving, development of building lots, and installation of utilities. Approximately 85% of the site will be cleared during the site grading necessary for the platting of the property. Approximately 25% of the site will be covered with impervious surfaces, of which approximately 12% of the site will be roadways, while the remaining impervious surfaces will be structures on site.

10. Most of the site has native vegetation except for the area that has been developed as a golf course. In the SEPA checklist, the applicant indicated that approximately 85% of the site will be cleared and that approximately 75,000 to 100,000 cubic yards of earth material will be moved or removed from the

site. As a result of the clearing, a significant amount of vegetation will be removed. The City has recommended that the applicant be required to retain a minimum of 25% of the conifer trees which have trunks over eight inches in diameter and are three feet above the ground. If 25% of the trees cannot be retained on each lot, the City recommended that eight foot tall native conifers be planted to replace every tree with a maximum of four replacement trees per lot.

11. Throughout the site are areas of open space that have been designated as native growth protection areas. These areas, and the adjoining buffers, will protect the natural vegetation of the general vicinity. Further, the retention of these areas will ensure slope stability during the development of the lots.

12. The principal access to the plat will be via the Harbor Point Boulevard. Additional access to the subdivision will be via Club House Land with a secondary access provided on Double Eagle Drive. In addition to these accesses, the plat may be reached through One Club House Lane of Sector 12, Division 2 and from Andrews Drive via 59th Avenue West and Preswick Lane.

13. An emergency access road is provided and depicted on tract 996 on the southern portion of the plat. Although this emergency access road will allow for emergency vehicles to enter and leave the subdivision from 64th Avenue West, it will not provide access for any vehicles. Neighbors of the adjoining properties indicated that some type of barrier or bullards should

be installed to ensure that the access is limited to emergency vehicles.

14. Upon its review, the Planning Department determined that the proposed subdivision of 190 lots has only a few minor deviations from the original preliminary plat, approved by Snohomish County in 1990. The deviations, according to the City, are items that are considered "minor modifications and not require a plat amendment." The only reason, according to the City, that the plat is being reviewed is that its permit will lapse and the applicant must secure an additional three year approval period.

The City submitted that the modifications of the original approved plat satisfy all applicable Snohomish County Engineering Design and Development standards. Further, they are consistent with the Comprehensive Plan designation and the Snohomish Zoning Code development standards on which the review is made.

15. The plat will be developed in divisions A-E. The area that is designated as division C and E is in the northern half of the plat and is separated by a ridge from divisions A, B, and D. As a result of the ridge, there are two natural storm drainage basins within the plat. One of the drainage basins flows to the north and is designated as the Hulk Creek Basin, while the drainage flow to the south is to the Picnic Point Basin. Both of these basins will collect storm drainage from the site, including the tight-lined drainage off each of the residences. The storm

drainage will then flow into existing and developed detention facilities that have been designed to collect runoff. The runoff to be collected in these facilities can accommodate storm water from a 100 year design storm. The detention facilities will have regulators that will control the release rate so that no storm drainage emanating from the site will exceed a ten year design storm for undeveloped conditions standard. This detention facility is consistent with County standards. All drainage facilities and storm drainage systems must satisfy NPDES storm water permit requirements which are coordinated through the Washington Department of Ecology.

16. The internal roads of the proposed subdivision will have right of way widths of fifty feet for local streets and sixty feet for collectors. The private access easements and some of the interior lots will be thirty feet. The plans for the roadways of the proposed subdivision have not been submitted but the roads will satisfy the width, grade and other required road standards.

Tract 996, which is for emergency access only, has been designated by the school district as a potential pedestrian access for children using schools in the area. The City indicated that this pedestrian walkway will create no safety or security problems within the site. The WindandTide streets immediately west of the subject property have no pedestrian accessways or sidewalks.

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17. A complete build-out of 190 lots will cause an additional 1,900 vehicular trips per day to be generated to and from the site. The existing roadway system and the proposed roadways satisfy County engineering standards and are able to carry the additional traffic. The City has indicated that no additional transportation mitigation measures are required.

18. The lots within the proposed subdivision will have water and sewer provided by the Alderwood Water District. In addition, other utility systems including electricity and cable service will be available. Utility lines are located in adjacent streets of Harbor Point Boulevard and 161st Avenue West. The sewer and water will be extended to the site with the completion of the Harbor Point Sector 12, division 2. The Alderwood Water District must approve all construction requests for sewer and water.

19. Divisions A and D will require new gravity flow sanitary sewer mains to be constructed. This main will run through the Snohomish County Parklands between Sector 17 storm water detention vault and an existing sewer pump station near the intersection of Picnic Road. Although the easement for the main has been approved, the County and the City have not agreed on the maintenance responsibility of the drainage system and the pipeline. The City has testified that resolution of this issue is mandatory before Divisions A and D can be developed. The other divisions of the proposed plat are not impacted by this

controversy.

20. Water will be available through a loop system through the divisions. End of line supply lines will occur in the lower portions of Divisions A, D, and E. Because these points are at the City boundary, the sewer main lines for Divisions C and E will connect to existing sewer mains installed as part of Sector 17, Division 2. Division B sewer lines will tie directly into existing One Club Lane division 1 and 3 sewer main.

21. With the replat, minor modifications have been made which result in a revised grading and drainage plan. The revised grading plan was necessary in part because of the increase in the number of lots of division D and E to 77 lots instead of the originally approved 74 lots. With the increase in division D and E, the number of lots in divisions B and E will be decreased by three. The number of lots in division A remains unchanged. The necessary grading and drainage from these revisions have been reviewed by a geotechnical firm. Based on the geotechnical report it appears that the proposed lots within all of the divisions are developable with conditions as imposed either through the SEPA review or as part of this permit.

22. The average size of the lots within the subdivision will be approximately 9,880 square feet. The smallest average lot size will be 7,746 square feet. According to Snohomish County PRD standards, the minimum size required for this PRD district is 5,000 square feet. The smallest lot of the

subdivision is in division C and is 6,026 square feet. The application for all of the lots within the subdivision satisfies the PRD requirements and standards.

23. The applicant has proposed a solid screen wood fence six feet in height along the western boundary line that fronts the WindandTide Subdivision. The applicant has not proposed and the City did not recommend a setback fence. The applicant's representative testified at the hearing that no compromise is acceptable for this fence.

24. Pursuant to the Snohomish County Zoning Code (SCC) 18.46.030(3)(b) the applicant opted to utilize the "professional planning method" for the development of lots 1-6 and 10-17 of Division C, lots 40-45 of Division D, and lots 8-13 of Division E. These lots are proposed to be developed with an allowed deviation of lot size from the required minimum lot size tables of the County Zoning Code. The applicant's information for these lots has been preliminary and the City Planning Department still must review the technical material submitted to support the reduced lots. The process for reviewing this "professional planning method" is set forth in the Snohomish County ordinance cited above. The City submitted that lots 9-13 of Division E should have minimum 30 foot buffers where no site disturbance is allowed. This information should be set forth on the final plat.

25. Lots within Division C (6-16) and lots in Division A (2-6) are located on land that has banks and steep slopes on

portions of it. The applicant will designate the top of the banks and the undevelopable slopes and these areas will be protected as native growth protection areas. These areas must be marked with surveyors tapes and signs and posted with warnings that no clearing or grading will be allowed beyond these points. The signs, according to the City, should be installed at 100 foot intervals with clear boundaries being consistent with the clearing plan.

26. The proposed development will impact the Mukilteo School District. The impacts will include the need for increased and improved facilities within the school district to accommodate the children who will live within the proposed subdivision. The applicant and the Mukilteo School District have agreed that the applicant will contribute $437,991.80 to the school district to mitigate the impacts.

27. The applicant's development will have impacts upon the City of Mukilteo Parks and Recreation facilities. The impacts will include the need for more intense recreational facilities and parks. To offset this impact and to mitigate it, the applicant and the City have agreed that a contribution of $187.530 will be contributed to the Mukilteo Parks and Recreation Department. In addition, the applicant will develop two park areas within the plat.

28. The applicant entered into agreements with Snohomish County for traffic impact mitigations and the City of Mukilteo

has assumed the position of Snohomish County. The agreements include a unilateral road agreement and a Washington State Department of Transportation agreement. The City has reviewed these agreements and the requirements therein and has determined that no additional traffic mitigation measures are required for development of this plat.

29. The Paine Field Area Comprehensive Plan was established on August 14, 1983. This Plan allows for an urban designation of the subject property with four to six dwelling units per acre permitted. The overlay to this Plan, which includes the subject property, identifies the 16% of the site that has slopes that exceed 15%. There are no wetlands identified on the site.

30. The proposed development will be consistent with the goals and policies of the residential land use section of the Snohomish Code, County Zoning Code, Paine Field Area Comprehensive Plan, and the City of Mukilteo Zoning Code. It will result in a high density residential development in this area that will reduce development costs and the cost of new housing. The proposal will also be consistent with the recent policies as adopted by the Washington State Legislature in the Growth Management Act.

31. As part of the 1978 rezone contract of the subject property, a PRD overlay was applied to the site. As a result of the PRD, the zoning development standards as set forth in SCC 18.51.050 apply. These bulk regulations, including minimum lot

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area (5,000 square feet), maximum lot coverage (35% or 2,526 square feet, whichever is greater), and minimum lot width (60 feet for interior lots and 65 feet for corner lots) are satisfied. In addition, the maximum building height of twenty-five feet and the minimum setback dimensions of front (fifteen feet), rear (five feet), and sides (five feet) can be satisfied.

32. Some of the lots within Sector 17 adjoin a Snohomish County park. These lots are within the guidelines of the Snohomish County Master Plan, which require 10% of open space when sectors adjoin Snohomish County parklands. The City has indicated that this open space requirement is satisfied by the availability of recreational school property at elementary school #11.

33. The gross area of the subject property is 58.64 acres. Of this acreage, approximately 10.07 acres will be used for development of roads. The net developable area is 48.57 acres. The total number of units that could be built on the net developable area is 302 units. The applicant's proposal for development of this property and others is 285 dwelling units. The proposal is consistent with the development density standards.

34. Within the proposed subdivision, 7.66 acres have been calculated to be needed for open space. The minimum lot size of the lots will be lot #35 of Division C, which will be 6,026 square feet. The average lot size will be 9.884 square feet.

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35. In addition to the Snohomish County Zoning Code, the application is being reviewed pursuant to the Subdivision Code of the City of Mukilteo. The Mukilteo Municipal Code (MMC) 16.12 sets forth the requirements of approval. Ordinance 736 of the City of Mukilteo establishes dual review process.

36. The City determined that there are appropriate provisions of the proposed subdivision for the public health, safety, and general welfare and for open spaces. The City determined that the proposed drainageways, streets, alleys, waste facilities, water supplies, sanitary wastes, parks, playgrounds, sites for schools and playgrounds satisfy City standards.

37. As part of the proposed development, the applicant provided an open space and recreational facility plan for the 190 lot subdivisions. (This submittal was proposed along with a submittal for the Club House Lane Division 1-3 Sector 17 subdivision.) The plan identifies 6.47 acres of contiguous open space with active recreational facilities for adults and children. The parks are proposed to be located in the southwest portion of the plat and they will include playgrounds, two tot lots, swings, picnic sites, a trail system, and a sports court. In addition, there will be 1.9 acres of open space.

The Mukilteo Park Board has reviewed the plans and endorsed the concept of open space tracts with active and passive play areas. The Board, however, requested that more landscaping be provided behind the sports court in order to provide visual and

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noise barriers. Further, other recommendations were submitted by the Park Board and the applicant has agreed to these recommendations.

38. In addition to the parks, the site adjoins the Harbour Pointe Golf Course, which provides public recreational amenities to the site and to the general area. Also, recreational facilities at elementary school #11 will be provided.

39. Pursuant to the State Environmental Policy Act (SEPA) the City of Mukilteo was designated as the lead agency for the environmental review of this project. On October 13, 1993, the City issued a Mitigated Determination of Nonsignficance (MDNS). An appeal of the MDNS was filed and the City Council heard the appeal. The City Council denied the appeal. The specific issues of appeal that were decided by the City Council included environmental impacts on the sewage treatment plant; on county roads; impacts emanating from construction noise; impacts relating to aesthetics; and impacts on storm drainage.

40. In 1978 the Snohomish County Council approved the master plan for the development of the Harbour Pointe area. For the development of this area, the applicant was required to submit development stage approvals followed by sector approvals. On August 15, 1988 the sector plan for this subdivision was approved with conditions. Although the plat was approved by the Snohomish County Council, it has never been fully developed. The County's approval has lapsed and the applicant now seeks approval

of the replat.

41. Public testimony was submitted. Among the issues raised by the various witnesses was the development of the property on the western edge of the proposed plat. This property has rear yards on lots that front Scenic Drive. West of Scenic Drive is an old subdivision known as WindandTide. According to the witnesses, the lots in the older subdivision are significantly larger than the proposed lots on the western boundary of the subject property and will result in a lack of transition from the densely developed property of the subdivision to the semi-rural nature of WindandTide properties.

According to the witnesses, approval should be contingent upon conditions including requirements of landscaping on the rear western lots of the proposed subdivision. The landscaping, according to the witnesses, should be set back at least fifteen feet. In addition, cedar fences should be established behind the landscaping. This, according to the witnesses, would create a buffer and a more reasonable transition from the higher density of the subject property to the less dense development of WindandTide. The applicant, however, indicated that there is no requirement for such landscaping and the setback of the fence would result in the loss of a few lots. The applicant's representative indicated no intention of agreeing to such a condition.

Testimony was also submitted that detention facilities that

are to be used for the subject property have proven to be deficient in supplying storm drainage protection from the developed plats in the area. The City responded that prior to any plat development a storm drainage plan must be submitted, and, it must be shown that the detention facilities are effective.

Testimony was also submitted that the applicant should be required to make improvements on 64th Avenue West and Scenic Drive. The applicant responded that no access will be derived from 64th Avenue West and Scenic Drive and the use of that street will not be impacted by the proposed development.

42. Subsequent to the hearing, and, pursuant to a Hearing Examiner Order, written testimony was submitted by witnesses commenting on the Staff Report which was presented at the hearing. The comments included references to conditions and activities in the development of a plat in Sector 12; a request for a thirty foot greenbelt along Scenic Drive; aesthetic issues involving the houses within the subdivision; setbacks; visual impacts; and storm drainageways. These items are related to the SEPA appeal that was filed. The hearing on the SEPA appeal was held before the City Council on January 18, 1994 and the appeal was denied.

CONCLUSIONS OF LAW

1. The application is a resubmittal of a preliminary plat which was originally approved by Snohomish County on May 1, 1990.

The plat approval was extended for one year and pursuant to SCC 19.20.010(1) the extension will expire on May 1, 1994. The applicant must seek another plat approval to continue the effectiveness of the plat.

2. The proposed plat is a 190 single family lot subdivision proposed to be developed in Divisions A-E on property located on the southwestern boundary of the City of Mukilteo, west of Harbour Pointe Boulevard and east of 64th Avenue West and the adjacent WindandTide subdivision, in Mukilteo, Washington.

3. Pursuant to MMC Chapter 17.84 an appeal was held of the City of Mukilteo's Mitigated Determination of Nonsignificance for the proposed project. The City Council held a hearing and on January 24, 1994 adopted Findings of Facts and Conclusions to support a decision of denial of the appeal. The issues of appeal as raised in the SEPA appeal adequately addressed the environmental impacts of the proposal.

4. Adequate legal notice of the public hearing was given as recorded by the Snohomish County Code.

5. The proposed plat has been reviewed pursuant to the provisions of RCW Title 58 Chapter 17. The proposal has been reviewed pursuant to the requirements as set forth in RCW 58.17.110. Appropriate provisions have been made for the public health, safety, and general welfare; for open spaces; drainageways; roads and streets; water supplies; sanitary waste systems; parks and recreational areas; and playgrounds, school

and schoolgrounds. In addition, the proposal has considered safety provisions, including pedestrian walkways for children that ensure safe walking conditions for students to and from school.

6. The public interest will be best served by the approval of the subdivision.

7. The development within the Harbour Pointe area is governed by the Harbour Pointe Master Plan and the rezone contract approved by the Board of Snohomish County Commissioners in August 1978. Although the subject property was annexed into the City of Mukilteo, it was originally approved as a preliminary plat while still in the County. The County's approval was transferred to the City at the time of annexation.

8. Pursuant to an interlocal agreement the developmental standards of Snohomish County, the Harbour Pointe Master Plan, and the rezone contract approved by the Board of Snohomish County Commissioners are applicable for the review by the City of Mukilteo of this proposal.

9. The bulk regulations for preliminary plats as set forth in SCC 18.42.020 are satisfied by the proposed development. The manner in which they have been satisfied have been addressed in the Findings of this document.

10. The development of lots that have steep slopes has been done pursuant to the procedure as set forth in SCC 18.46.030(3)(b). Although the applicant has reduced the size of

these lots, the Planning Director was justified in allowing for the smaller lots because the public health and safety can be maintained while preserving the integrity of the site and eliminating any environmental damages. The requirements of this ordinance must be satisfied prior to any construction of the subdivision.

11. The Hearing Examiner of the City of Mukilteo has no jurisdictional authority to determine the rights of the parties to easement and maintenance agreement for a storm drainage pipeline to be installed on County Parklands (Chaussee v. Snohomish County, 38 Wn.App. 630). Resolution of this issue is mandatory before Divisions A and D of the proposed subdivision can be developed.

12. The PRD standards for development as set forth in the SCC 18.51.050 have been reviewed. The proposal is consistent with these standards and the property can be developed to ensure a large scale development with a variety of housing types and related uses that accommodate the diversity of the growing community.

13. Adequate provisions have been for the mitigation of any impacts to schools, parks and recreation facilities, and roads.

14. The proposal is consistent with the provisions of the Paine Field Comprehensive Plan area. It creates high quality urban residential communities which will be sensitive and compatible with surrounding physical environments.

15. Pursuant to Ordinance No. 736 the application was also reviewed under the MMC Title 16 Chapter 12. The proposal satisfies the procedures and processes for preliminary plats as set forth in MMC 16.12.010(11).

16. Adequate open space will be available within the site. With the open space and native growth protection areas and the parks that will be developed on site, the community will have additional usable recreational areas.

17. Conditions as imposed are reasonable and will allow the property to be developed in a manner that will be consistent with other properties in the area and the zoning and Comprehensive Plan designations of the subject property.

18. The environmental review of the subject property has been done pursuant to the SEPA and MMC 17.84.170. Issues raised by the parties at the public hearing, including those issues relating to storm drainage, aesthetics, construction noise, road impacts, and sewage treatment impacts, have been reviewed by the City and decided by the City Council.

19. The applicant is under no responsibility to make improvements to Scenic Drive or 64th Avenue West. The development of the site will not impact these streets and no impact is directly related to the applicant (Hillis Homes v. Snohomish County, 97 Wn.2d 804).

20. The setbacks along Scenic Drive shall be as agreed to by the applicant and the City. The applicant is under no

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responsibility to setback the landscaping. This is an issue of aesthetics which the City Council has adequately addressed in the SEPA appeal.

RECOMMENDATION

Based upon the requirements and authority as set forth in MMC 16.12.010D(3) it is hereby recommended by the Hearing Examiner of the City of Mukilteo to the City Council of the City of Mukilteo that the preliminary plat of One Club House Lane Division A-E (Sector 17, Harbour Pointe) for 190 lots to be developed with detached single family residences located west of Harbour Pointe Boulevard and east of the WindandTide subdivision in Snohomish County be approved subject to the conditions listed below. The basis of this approval is set forth in the Findings of Facts and Conclusions of Law.

CONDITIONS

1. The preliminary plat map received June 30, 1993, shall be the approved plat configuration; changes to the approved plat are restricted by SCC 19.20.020(1).

2. The developer shall fully comply with the procedural and approval process found in MMC 16.12, as in accordance with Mukilteo Ordinance No. 736 and the substantive requirements of Snohomish County Code as adopted by the City of Mukilteo in Ordinance No. 690, 691 and 697.

3. The developer shall fully comply with all applicable requirements of the Harbour Pointe Master Plan contract, Sector

17 approval and division of development approval.

4. Pursuant to the Paine Field Area Comprehensive Plan, no single family residences shall be located within an area that has an airport noise level exceeding 65 Ldn.

5. Preliminary plat approval shall be effective for a maximum time period of three (3) years upon which time a final plat which meets all conditions of the preliminary plat approval must be submitted, in accordance with MMC 16.12.010.C(16).

6. Recreational facilities for the project shall be established in accordance with the Open Space and Recreation Facilities Plan and the preliminary plat map and division of development application submittal information. The proponent shall develop and complete the recreation facilities prior to occupancy of the last 100 housing units in the proposed plat. In any event, the Open Space and Recreation Facilities Plan shall retain at least 4 acres of open space.

7. A minimum of 25% of the conifer trees, where the trunk is over 8 inches in diameter 3 feet above the ground, shall be retained on each lot in the plat or an 8 foot tall Northwest native conifer shall be planted to replace every such tree where removal cannot be avoided; a maximum of four replacement trees are required to satisfy this requirement. In any event there shall be a minimum of four Northwest native conifer trees remaining on each lot. A note to this effect shall be placed

upon the final plat map. The applicant is encouraged to complete landscaping, but in order to protect it during construction, this condition must be accomplished with final plat approval.

8. With the exception of the recreation areas and private roads identified on the plat map, all open space areas (tracts) shall remain as Native Growth Protection Areas (NGPAs) and shall remain in a substantially natural state. With the exception of selective thinning, clearing and grading, as shown on Sheet No. 4 of 6, no clearing, grading, filling, building construction or placement, fence construction, or road construction of any kind shall occur within these areas; provided that underground utility lines and drainage discharge swales may cross such areas utilizing the shortest alignment possible, if and only if, no feasible alignment is available which would avoid such a crossing. Removal of vegetation by the property owner shall be limited to that which is diseased or hazardous. Plans for selected thinning shall be approved by the Planning Department. A note to this effect shall be placed upon the final plat map.

9. The applicant shall submit detailed clearing and grading and drainage plans, in accordance with SCC Title 25, Grading and Drainage to the Community Development Department for review and approval prior to any construction activities.

10. Prior to any site disturbance or the issuance of any development permits for the project, a clearing plan for the recreational facilities identified on the Open Space and

Recreation Facilities Plan and the preliminary plat map shall be submitted to the Planning Department for approval.

11. Prior to the start of any construction activities and until such a time as the required drainage improvements are fully operational, siltation and other erosion control measures shall be employed as necessary to reduce and/or control erosion or other adverse impacts to the property as well as to ensure appropriate on-site and off-site water quality control. Typical control measures include but are not limited to the following: filter fabric fencing; placement of slope protection materials such as straw mulch other matting; seasonal constraints on construction activities; and/or temporary storm drainage systems.

12. All grading in the critical areas near steep slopes shall be monitored by a qualified engineer to ensure proper implementation of the erosion/siltation control devices, and the recommendations of applicable geotechnical reports.

13. All required water service improvements shall be installed prior to final plat approval for each division and required easements shall be provided in accordance with Alderwood Water District standards. All easements shall be shown on the face of the final plat.

14. The applicant shall install fire hydrants as required by Alderwood Water District. One (1) blue, square (Type II) raised grade marker shall be installed in the roadway to indicate any fire hydrant location. It should be placed directly across

from the hydrant location off-set one (1) foot from the roadway center to the side of the hydrant.

15. All required sewer improvements shall be designed to Alderwood Water District standards and installed prior to final plat approval for each division.

16. All required storm drainage improvements shall be installed prior to final plat approval for each of the divisions. All erosion control facilities as deemed necessary shall be in place as directed by the City Engineer or Building Official. A Homeowners Association or covenant/maintenance agreement subject to approval by the City Engineer shall be created to maintain all private drainage facilities in the subdivision that are not within the public right-of-way or public drainage easement and the property owners shall permit the City, in emergency situations, to enter any of the lots in order to make necessary repairs to storm drainage improvements.

A note shall be placed on the final plat as follows: "All drainage easements shall be denoted as private if the drainage line contained within is smaller than 12" in diameter. All private easements shall be maintained by either the individual homeowners, the Homeowner's Association or a combination thereof. All easements containing storm drainage lines 12" and larger shall be designated as public drainage easements. All drainage facilities located within public rights-of-way and public drainage easements shall be dedicated to the public and

maintained by the City.

17. The development shall comply with all applicable drainage fee ordinances of the City of Mukilteo.

18. All storm drainage easements for installation and maintenance of drainage improvements shall be shown on the face of the final plat and a note shall be affixed to the plat describing the easement and its purpose.

19. All utilities shall be installed underground unless otherwise approved by the City Engineering Department.

20. The applicant shall relocate any utilities affected by the construction of the subdivision improvements at no cost to the City of Mukilteo.

21. All public right-of-way shall be dedicated and street improvements constructed to Snohomish County standards in effect on the date of preliminary plat application (July 23, 1993).

22. Private street maintenance agreements shall be recorded prior to final plat approval of Divisions C, D, and E in order to insure that the private streets are adequately maintained.

23. The applicant shall conceptually indicate all street light locations on the roadway construction plans for review and approval. Prior to placement of curbs or paving, whichever occurs first, the applicant shall obtain PUD final drawings which indicate all street light locations and submit them to the City for review and approval. Prior to final plat recording, the applicant shall furnish the City acceptable PUD documentation

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that the street light installation has been contracted for and all fees required for fully installing the power distribution and lighting systems have been paid.

24. All landscaped areas in the public right-of-way shall be maintained by the developer and/or successor(s) and may be reduced or eliminated if deemed necessary for or detrimental to City road purposes. A note to this effect shall be placed on the face of the final plat.

25. Prior to plan review and inspection by the City Engineering staff, the applicant shall be required to provide a deposit to the City Clerk for the amount of the estimated plan review and inspection costs. The City Engineer shall provide the applicant with a written estimate of those costs. The applicant shall provide an additional deposit to the City Clerk as determined by the City Engineer if actual costs of plan review exceed the initial deposit. A deposit for estimated attorney's fees shall also be provided. The City shall refund any unused monies.

26. Prior to final plat approval for each division, the applicant shall submit a warranty surety to warrant all required improvements, installed, against defects in labor and material for a period of 24 months after acceptance of those improvements by the City. The warranty amount shall be equal to fifteen (15) percent of the costs of the improvements, as determined by the Public Works Director. The surety shall be submitted to and

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approved by the City of Mukilteo prior to final plat approval of each division.

27. Prior to final plat approval for each division, the applicant shall pay for and install all required street signs. The exact location and type of all street and other signs related to the subdivision development shall be prepared by the applicant's engineer, on a drawing in triplicate. The ordering, costs and installation of all signs associated with the development shall be the responsibility of the applicant. All sign proposals shall be subject to review and approval by the City Engineer. All approved street signs shall be installed prior to the final construction inspection of each division by the City of Mukilteo.

28. All conditions imposed as part of the MDNS issued for this project on October 13, 1993. The conditions are as follows:

a. Mukilteo School District No. 6 has identified an impact on school resources as a direct effect of new residential development within the District's boundaries. As a result, the applicant shall adhere to the provisions of Snohomish County Title 26C. Since the application became vested on July 23, 1993, the applicant shall pay $2,305.22 per each new lot created to Mukilteo School District No. 6 for a total of $437,991.80. The applicant shall pay the required mitigation fee to the School District prior to final plat approval of each division, and a copy of the School

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District's receipt of funds shall be provided to the City of Mukilteo.

b. According to Ordinance 717 of the Mukilteo Municipal Code (Chapter 17.85), the impacts to park and recreation within the City shall be mitigated by the developer imposing these impacts. Therefore, the developer shall pay $987.00 for each new lot created, or a total of $187,530.00, to the City of Mukilteo as direct mitigation for the impact of 190 new single family residences that will be using the Mukilteo Park system. The developer shall sign a Voluntary Park Agreement on forms provided by the City and pay the mitigation fee prior to final plat approval of each division. As provided by Mukilteo Municipal Code Title 17, Subsection 17.85.080, the Planning Director may consider a request by the applicant for credit against the mitigation obligation. If the applicant opts to negotiate fees, a request for consideration of credit with supporting documents shall be submitted to the City in accordance with MMC Subsection 17.85.080.

c. Open Space Tract 999 of Division C and Open Space Tract 999 of Division E shall be set aside as Native Growth Protection Areas (NGPA) and shall be restricted as follows:

There shall be no clearing, excavation, fences or fill within a Native Growth Protection Area shown on the face of

the plat with the exception of required utility installation, road improvements, removal of dangerous trees, topping of trees, thinning of woodlands for the benefit of the woodlands as determined by a certified landscape architect or arborist and removal of obstructions on drainage courses.

d. Prior to commencement of any clearing or grading activities, the boundaries of all areas to be cleared shall be marked in the field with surveyor's tape and signs stating "no clearing or grading beyond this point without permission from the City of Mukilteo" shall be installed at 100 foot intervals. Field marked boundaries shall be consistent with the proposed clearing plan.

e. Prior to commencement of any clearing or grading activities, City Planning Department staff shall verify that proper on-site flagging and posting of signs has been completed in areas to be cleared.

f. All equipment to be used in clearing and grading operations shall be confined to those areas identified to be cleared.

g. The temporary storage of timber and clearing debris (stumps, branches, etc.) shall be confined to those areas identified to be cleared.

h. The top of bank and down slope areas as shown on the approved final grading plan for Lots 6-16 of Division C and

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Lots 2-6 of Division A shall be delineated as Native Growth Protection Areas and shall have the same clearing restrictions as shown on Condition #d. In addition, building setbacks for these lots will be restricted in accordance with the Geotechnical Assessment Soils Reports prepared by Rittenhausen-Zeman and Associates, Inc., for Harbour Pointe Sectors 12 and 17 dated February 24, 1988, and February 9, 1988. A note to this effect shall be placed on the face of the final plat.

i. Minimum 30 foot deep buffers on the rear of Lots 9-13 of Division E shall be depicted on the face of the final plat map along with restrictive language prohibiting site disturbance other than minimal selective tree thinning.

j. The applicant shall comply with all NPDES (National Pollutant Discharge Elimination System) permit requirements as regulated through the Washington State Department of Ecology.

k. The geotechnical report for the lots to be developed under the PPM indicate the lots to be developable sites for single family residences, provided the precautions listed are implemented. All lots developed under the Professional Planning Method shall follow the recommendations of the soils reports prepared by Terra and Associates, Inc. Deviations from the approved soils reports shall be accompanied by new soils reports and site plans prepared in

accordance with the PPM standards listed in Snohomish County Code. The following lots shall be required to use the PPM: Lots 8-13, Division E; Lots 1-6, 10, and 17, Division C; Lots 40-45, Division D.

29. No burning shall be permitted. Effective September 1, 1992, residential yard waste fires and land clearing fires are banned within the City of Mukilteo.

30. A deposit shall be required for the final plat processing per Resolution 89-19 for legal/consultant fees incurred by the City in processing applications. Direct costs for larger projects vary, therefore the City Attorney shall provide an estimate for the review of the project. The applicant shall provide a deposit to the Community Development Department and as provided in Resolution 89-19 (See Attached Copy). The City shall refund any unused monies at the time of recording.

31. A deposit shall be required for the final plat processing in accordance with the current fee resolution for the Hearing Examiner's review of the final plat (See deposit schedule attachment as part of City's most current fee resolution). In cases where the specific application fee does not recover all outside costs attributable to the Hearing Examiner's services, the difference shall be identified by City staff and paid by the applicant to the Community Development Department. The City shall refund any unused monies at the time of recording.

32. The applicant shall have a licensed Civil Engineer

prepare and/or supervise the preparation of as-built civil drawing to be reviewed, approved and signed by the City Engineer upon satisfactory installation of the required public street and utility improvements. One reproducible and 3 signed blueline drawings shall be submitted prior to final approval of the proposed project.

33. The applicant shall apply to the Snohomish County Auditor at 3000 Rockefeller Avenue, Everett, WA 98201-4060 for a plat name Reservation Certificate and furnish the City with a copy of the approved Reservation Certificate at the time of final plat submittal.

34. An underground tunnel or bridge shall be constructed (as an at-grade crossing shall not be permitted) to accommodate golfers and their carts crossing Club House Lane between the 14th and 15th fairways, unless the developer can demonstrate to the Planning Department and the Public Works Director that adequate site distance can be obtained in the plat design for an at-grade crossing at that location.

35. At-grade crossing shall be permitted on 128th Street SW (between Fairways No. 15 and 16).

36. Plans for construction of all golf course crossings shall be subject to submittal to and approval by the Public Works Director during construction plan approval and prior to the initiation of road construction.

37. Tract 996, in Division E, as depicted on the

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preliminary plat map, shall be designated as only for emergency vehicle access and pedestrian traffic. Ownership and maintenance of this tract shall be by the Sector 17 Homeowner's Association. The tract shall contain, at the western end, a normally locked vehicle gate to be opened only by emergency or emergency training crews. The Mukilteo Fire Department may advise the Mukilteo Department of Public Works as to any design requirements they may feel appropriate for the driving surface and locked vehicle gate. Also to be located at the western end of the tract, is to be an open pedestrian gate primarily intended for the potential passage of school children. Mukilteo School District No. 6 may advise the Mukilteo Department of Public Works as to any special design requirements they may feel appropriate for the permanently open pedestrian gate. Sole approval authority for these gates shall reside with the Mukilteo Department of Public Works. A note shall be placed on the final plat containing this tract designating it as "Tract 996, subject to a non-exclusive easement for emergency vehicle access and pedestrian access, in Division E."

38. No permitted access from any lot in this subdivision shall be permitted to 64th Avenue West. All lots shall take vehicular access from interior plat roads. A note to this effect shall be placed on the final plat.

39. Surface water run-off from streets shall be collected by the storm drainage system and directed to the existing storm

water retention/detention facilities located in Sectors 12 and 17. Surface water run-off from driveways and roofs, where feasible, shall be collected by the storm drainage system and directed to the existing storm water retention/detention facilities located in Sectors 12 and 17. A note to this effect shall be placed on the final plat.

40. All construction activity shall be limited to those working hours per the City of Mukilteo Codes (7:00 a.m. - 10 p.m., weekdays and 8:00 a.m. - 10:00 p.m., weekends).

41. In accordance with SCC Title 13, Roads and Bridges, the Director of Public Works shall reserve the right to require the applicant to provide a maintenance bond, if he concludes that there may be damage done to the right-of-way, in this case, 64th Avenue West (Snohomish County). Said deposit shall represent an amount determined to be necessary to adequately protect such right-of-way, to cover the costs of restoration and repair of such anticipated damages and also approved by the Director of Snohomish County Public Works Department. In doing so, the Public Works Director or his designee shall, prior to the commencement of any construction activities, photograph the roadway conditions in order to establish a photographic catalogue of the pre-existing conditions.

42. Access to Divisions A, B, C, D and E in Sector 17 from 64th Avenue West is not anticipated for purposes of plat and home

construction, but will be permitted for the limited purposes of hauling of equipment and materials, if no other reasonable access is available. Upon completion of plat and home construction, there shall be no vehicular access to any divisions of the plat from 64th Avenue West, except for the following limited purposes:

a. Emergency access as provided in Condition 37, above; and

b. Temporary access for purposes of maintaining a storm water detention vault, which temporary access shall terminate upon approval and recording of the final plat for Division D, Sector 17.

43. Temporary access from 64th Avenue West will be permitted for purposes of construction of sanitary sewer and storm water sewer systems that serve the plat and that are located near or on proposed Tract 997 in Division D, County or City park land or Sector 21. To the maximum extent feasible, this construction access shall be utilized only during the major construction period, consisting of a continuous 60 to 90 day period occurring between April 1 and November 1 of the year in which the construction occurs. Access will be permitted at other times, before and after the major construction period, to the extent reasonably necessary to prepare, maintain, inspect or repair the installations.

44. Lozier Homes Corporation shall institute a series of measures designed to minimize aesthetic impacts between the

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WindandTide and One Club House Lane subdivisions, as described in the following three sub-conditions.

a. Lozier Homes Corporation shall construct a wooden fence, 6 feet in height, along those rear lot lines of One Club House Lane bordering 64th Avenue West, including those lots (15-19, Division E) abutting Tract 998, to be completed no later than the date of construction for all homes in Division D and E, Sector 17, is completed. The fence shall be maintained by individual lot owners pursuant to standards established by the homeowners' association and the applicable Covenants, Conditions and Restrictions of One Club House Lane.

b. Lozier Homes Corporation, as the Declarant, shall amend the Architectural Guidelines of the One Club House Lane Covenants, Conditions and Restrictions, to require a rear yard setback for home construction unless an exception is granted by the Architectural Control Committee due to lot configuration making the setback impracticable or unless prohibited by code. The setback shall measure an average of 15 feet from the Easterly right-of-way of 64th Avenue West. The setback requirement shall apply to all lots immediately adjacent to and bordering 64th Avenue West, but shall not apply to Lots 15, 16, 17, and 19 of Division E.

c. Lozier Homes Corporation shall make reasonable efforts to preserve existing healthy conifer trees of at least 3 inches

in diameter at breast height that are located within 10 feet of the Easterly right-of-way line of 64th Avenue West ("ten foot tree buffer"). In doing so, Lozier Homes Corporation is not required to exceed the "four tree per lot" standard described below. The ten foot tree buffer shall not apply to lots that are not directly adjacent to the Easterly right-of-way of 64th Avenue West. This condition shall not prevent the removal of shrubs and vegetation or deciduous trees. This condition shall not prevent the removal of any trees reasonably necessary for clearing or grading associated with fence construction, surface runoff control, lot contouring or utility construction. In any event, Lozier Homes Corporation will ensure that, upon completion of construction, each lot shall contain four conifer trees, either through preservation of existing trees, planting of new trees or a combination of both preservation and planting. Lozier Homes Corporation shall make reasonable efforts to locate these four trees within the ten foot buffer area described above.

45. Tract 998 (Within Division E), as depicted on the preliminary plat map, shall be designated as a private road for use by Lots 40 and 41 of WindandTide. There shall be no access, vehicular or otherwise, from Lots 15-19, Division E, of the proposed plat. The following note shall be placed on teh final plat: "Tract 998, Division E, Private Ownership, shall be

conveyed by quit claim deed to the owners of lots 40 and 41 of WindandTide after teh recording of Division E. This tract shall be for the exclusive use of ingress, egress and utilities serving said lots 40 and 41. No access from any Division E lots shall be allowed. If the quit claim deed is not accepted by the owners of lots 40 and 41, the tract shall remain in the ownership of other Sector 17 Homeowner's Association, who may convey ownership to the abutting Sector 17 lots.

DATED this 11 day of February, 1994.

James M. Driscoll

JAMES M. DRISCOLL
Hearing Examiner

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WASHINGTON STATE COUNTY AUDITOR/RECORDER'S
INDEXING FORM (Cover Sheet)

RECORDED

96 SEP 27 AM 11:20

AUDITOR
SNOHOMISH COUNTY, WASH.
DEPUTY

9609270118

Return Address
CDD Administrator City of Mukilteo 4480 Chennault Beach Road Mukilteo, WA 98275

Please print or type information

X-Ref A.F.# 9609275003

Document Title(s) (or transactions contained therein): Subdivision – One Club House Lane Division 9 – 59 lots *

1. Preliminary Plat Approval – Findings & Recommendation of the Hearing Examiner
2. Addendum for MDNS for Preliminary Plat issued October 11, 1993
3. Covenants, Conditions & Restrictions for One Club House Lane, Div. 9
4. Plat Certificate – Schedules A and B

* Formerly Div. C + ptn Div. D of Prelim. Plat One Club House Lane, Div. A-E

Reference Number(s) of Documents assigned or released:
(on page___of document(s))

Grantor(s) (Last name first, then first name and initials)

1. City of Mukilteo
2.
3.
4.
5. ☐ Additional names on page _____ of document.

Grantee(s) (Last name first, then first name and initials)

1. Lozier Homes
2.
3.
4.
5. ☐ Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

Portion of NE 1/4 of Section 29 and the NW 1/4 of Section 28, Township 28 North, Range 4 East, W.M., in Snohomish County, Washington

☒ Additional legal is on page 55-56 of document.

Assessor's Property Tax Parcel/Account Number

☐ Additional legal is on page _____ of document.

The Auditor/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.

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FINDINGS AND RECOMMENDATION
OF THE HEARING EXAMINER OF THE CITY OF MUKILTEO

In the Matter of the Application of LOZIER HOMES, For Approval of a Preliminary Plat	))))	NO. HE-PP-94-1

RECOMMENDATION

It is hereby recommended that the preliminary plat of One Club House Lane Division A-E (Sector 17, Harbor Point) for 190 lots to be developed with detached single family residential housing, recreational facilities and open space be approved. The approval should be made subject to the conditions as herein stated.

INTRODUCTION

Lozier Homes, Inc., 1203 - 114th Avenue S.E., Bellevue, Washington 98004 (hereinafter referred to as applicant), requested approval of a preliminary plat to subdivide 58.64 acres of land into 190 lots. The proposed plat is to be developed on Sector 17 of the Harbor Point in the City of Mukilteo. The property is located west of Harbor Point Boulevard and east of the WindandTide subdivision in Snohomish County. The proposed plat is to be constructed in no more than five divisions (A-E). Snohomish approved the preliminary plat in 1990, but the permit lapses on May 1, 1994.

A hearing on the request was held before the Hearing Examiner of the City of Mukilteo on January 27, 1994.

At the hearing the following presented testimony and evidence:

PAUL E. SCHAEFER, Assistant Planner, City of Mukilteo, Mukilteo, WA. Mr. Schaefer gave a background of the preliminary plat; described the land that was involved; described the history of the plat approval in Snohomish County; and gave recommendations on behalf of the City of Mukilteo.

GARY NYBERG, Public Works Department, City of Mukilteo, Mukilteo, Washington - Mr. Nyberg described storm drainage from the site and the development of utilities within the proposed subdivision.

CHARLES LAPPENBUSCH, 1203 - 114th Avenue S.E., Bellevue, Washington 98004. Mr. Lappenbusch testified on the development that has occurred in the area and the designs and awards in customer service that have been garnered by the applicant.

DON MILLER, 8888 - 45th Place West, Mukilteo, Washington. Mr. Miller was the chief spokesperson for the applicant. He provided a background of the creation of Sector 17; a history of the governmental approval of the plat on August 15, 1988 by Snohomish County; a discussion of the master plan; a description of the utilities; and a discussion of conditions as recommended by the Planning Department. Mr. Miller's specific comments on the conditions of approval will be addressed in the Findings of this document.

ERIK SMITH, 12314 Scenic Drive, Edmonds, Washington 98026. Mr. Smith testified in objection to the size of the lots of the proposed development submitting that they are marginal in size;

about potential sewer problems; that the lots would be too dense; and that the small lots on the subject property are not consistent with other lots that have been developed in the area. Mr. Smith also submitted that landscaping should occur on the rear of the lots that front Scenic Drive. Mr. Smith also objected to the fact that he did not receive a Staff Report prior to the hearing. (Because Mr. Smith did not receive a Staff Report, he was granted an additional seven days in which to submit written testimony.) Mr. Smith also submitted that there will be an aesthetic impact with the cutting down of trees for the development. Further, he claimed that the detention facilities for the plat will be disruptive and could cause erosion. He submitted that there should be road improvements on Scenic Drive with a fence set back off from the street.

STEPHANIE PIRIE, 12610 Maplewood Avenue, Edmonds, Washington 98026. Ms. Pirie submitted that she is the vice-president of the WindandTide Homeowner's Association. She was concerned about the development and the aesthetics. She recommended that there be no access for construction vehicles through WindandTide during construction. She also recommended that a greenbelt be installed along Scenic Drive and that a fence be constructed. She further submitted that the lots of the proposed development are small and argued that it is not good planning to allow high density development to occur next to the larger lots of WindandTide.

DAVID DAILEY, 12224 - 64th Avenue West, Edmonds, Washington

Mr. Dailey submitted that the proposed conditions #1 and #2 as set forth in the City Staff Report (Exhibit 1) are in conflict. He submitted that the wording of the conditions is vague and is open to interpretation.

LINDSAY SCHAEFER, 12320 Scenic Drive, Edmonds, Washington. Ms. Schaefer testified opposition to the proposal and the size of the lots in the proposed subdivision.

DIANE DAILEY, 12224 - 64th Avenue West, Edmonds, Washington. Ms. Dailey testified that the aesthetics of the area will be impacted by the proposed development.

THOMAS EHRLICHMAN, 1221 Second Avenue, #500, Seattle, Washington 98101.

At the hearing the following exhibits were submitted and were admitted as part of the official record:

Exhibit
1 - Staff Report
2 - City of Mukilteo Resolution 93-17
3 - City of Mukilteo Resolution 93-19
4 - City of Mukilteo Resolution 89-19
5 - City of Mukilteo Ordinance 752
6 - Application of One Club House Lane
7 - Vicinity Map
8 - Reduced Preliminary Plat Map
9 - SEPA Environmental Checklist
10- Comments from Alderwood Water District
11- Comments from Community Transit
12- Comments from GTE
13- Comments from Snohomish PUD
a) September 21
b) October 26
14- Comments from Army Corps of Engineers
15- Memorandum - Engineering Department (8/27/93)
16- Comments from City Department (no identification of department on exhibit)
17- Comments from Snohomish County Public Works
18- Comments from Washington Department of Transportation

19- Memorandum - internal planning (8/5/93)
20- Determination of Nonsignificance (DNS)
21- Letter to Mukilteo City Council from Lozier Homes - January 11, 1994
22- Geo-Technical Report - 2/24/88
23- Letter to BCE Development from Geo-Technical Engineers - 2/9/88
24- Letter to Don Miller from Washington Department of Ecology - 3/16/93
25- Downstream Analysis Report (Drainage)
26- Hydraulic Project Approval
27- DNS appeal - 11/12/93
28- City Attorney Memorandum - 1/12/94
29- Staff Report - SEPA Appeal
30- SEPA Appeal Notice
31- Mitigated Determination of Nonsignificance (Sector 12 and 17) (Snohomish County 7/7/88)
32- Mitigated DNS (Sector 17) - 3/17/90
33- Hearing Examiner (Snohomish County) decision - 4/18/90
34- Declaration of Covenants/Conditions/Restrictions (Sector 12 and 17)
35- Series of letter to Lozier Corp. from Terra Associates
36- Affidavit of Mailing
37- Affidavits (two) of Posting
38- Affidavit of Publication
39- Public Notice
40- Memorandum - Planning from Public Works - 1/25/93
41- SEPA Appeal Decision - 1/24/94
42 - Comment letter dated 3/30/90 from David Dailey re: Development of Scenic Drive, 64th Avenue, West, WindandTide
43- Comment letter dated 10/28/91 from David Dailey re: Regatta Estates Degradement on the Picnic Point Road
44- Comment letter dated 5/3/93 from D. Dailey to G. Predohl, Snohomish County Highway Department
45- Comment letter dated 1/27/94 from Lindsay Schaefer
46- Comment letter dated 1/26/94 from Mike & Stephanie Pirie to Mukilteo City Council/Lozier Homes
47- Comment letter (undated) from Erik Smith re: Lozier Homes application for subdivision of Sector 17
48- Letter dated 1/11/94 from Lozier Homes to Mukilteo City Council re: voluntary measures
49- Affidavit of Arden Blackledge, P.E. dated 1/11/94 with attachment of letter dated 6/29/93 from J. Glynn to D. Schutt
50- Comment letter datad 1/27/94 from G.W.C. Land

Development Consulting re: Harbour Pointe Sector 17 - Comments on 1/21/94 Staff Report and Preliminary Plat Hearing Presentation

51- Map denoting location of existing storm water detention facility

52- Testimony sign in sheet from 1/27/94 public hearing

53- Set of Preliminary Plat Maps (six)

Many of the written exhibits are correspondence of the witnesses. A summary of the correspondence is as follows:

David Daily (3/30/90). The witness' letter was submitted for a hearing held on April 10, 1990. In it, he objected to the yards fronting Scenic Drive not being landscaped. The correspondence also indicates that too much development has occurred in the area and that insufficient infrastructure is available to support it.

David Daily (10/20/91 - Letter submitted to Snohomish County Council). The witness contended the following: that too much development has occurred for the existing infrastructure to support it; that the drainage valley in the area has been developed as a utility area and has caused problems with existing development; a discussion of the witness' impressions of the development.

David Daily to Gary Predohl, Snohomish County Highway Department. The letter submitted questioned Snohomish County on the activities in the witness' neighborhood. The issues raised in the letter are not relevant to the preliminary plat.

Lindsay Schaefer (1/27/94). The witness, a resident of WindandTide, requested compromise from the applicant. She

submitted that WindandTide "is not a homogenous community that has been designed and cloned by and for twentieth century yuppies". She stated that the City Council should consider the quality and financial contribution WindandTide has made by being in the Mukilteo area. She requested that roadways not be ruined and trees be maintained on the subject property

Based upon the above exhibits and the testimony and evidence submitted at the public hearing, the following Findings of Facts and Conclusions constitute the basis of the recommendation of the Hearing Examiner.

FINDINGS OF FACTS

1. Although it was later annexed into the City of Mukilteo, on May 1, 1990, the subject property was under the jurisdiction of Snohomish County. That date was the effective date for a preliminary plat which had been approved by the County. The County approval was for the development of the proposed One Club House Lane Subdivision and the approval of the preliminary plat. The approval will expire on May 1, 1994, and, because the property is now within the City of Mukilteo, it is necessary that the applicant receive approval of the plat from the City of Mukilteo. Pursuant to an intergovernmental agreement of the preliminary plat has been reviewed pursuant to the Snohomish County standards.

2. Sector 17 is an area of land that consists of 135.5 acres. It has varied uses, including family residential (87.9

acres); public school (9.7 acres); and five fairways of the Harbor Point Golf Course (37.9 acres). The requested preliminary plat is for development on 58.64 of the 87.9 acres that have been designated for single family residential. The new development will result in an additional 190 lots. The remaining 29.26 acres have already been platted for 86 dwelling units.

3. With the development of the subject property, the entire Sector 17 will have 276 detached single family units. The non-residential acreage of Sector 17 includes the golf course, which has been developed, and school district property on which a school is being constructed.

4. Zoned by contract, the undeveloped subject property is zoned R-8,400. The contract also established the planned residential development (PRD) standards for the subject property.

5. The subject property is located in the Comprehensive Plan designated area as Paine Field area. In the Plan, an urban designation has been established which allows four to six dwelling units per acre.

6. The properties to the east and north in the City of Mukilteo are zoned single family residential, R-8,400, with contract. The property to the north is not developed, while the property to the east is developed with One Club House Land Subdivisions 1-3. The property to the south is located in Snohomish County and has a designation of Snohomish County Parkland R-8,400. It is undeveloped and contains the natural

vegetation. The property to the west is located in Snohomish County and is zoned single family residential, R-20,000. It is developed with the Windandtide community.

7. Within Sector 17 the slopes are generally slight to moderate. There are slopes on 9.38 acres (approximately 16% of the site) in the northern and southern portions of the plat that have slopes of 15% or greater. In addition, approximately 13% of the site has slopes that exceed 25% grade on which no development is proposed. The remainder of the site consists of slopes of 0-15% grade that can be developed.

8. The vegetation on the subject property consists of second growth fir trees and some deciduous trees. There are shrubs, grasses, and bushes on the site.

9. The platting consists of paving, development of building lots, and installation of utilities. Approximately 85% of the site will be cleared during the site grading necessary for the platting of the property. Approximately 25% of the site will be covered with impervious surfaces, of which approximately 12% of the site will be roadways, while the remaining impervious surfaces will be structures on site.

10. Most of the site has native vegetation except for the area that has been developed as a golf course. In the SEPA checklist, the applicant indicated that approximately 85% of the site will be cleared and that approximately 75,000 to 100,000 cubic yards of earth material will be moved or removed from the

site. As a result of the clearing, a significant amount of vegetation will be removed. The City has recommended that the applicant be required to retain a minimum of 25% of the conifer trees which have trunks over eight inches in diameter and are three feet above the ground. If 25% of the trees cannot be retained on each lot, the City recommended that eight foot tall native conifers be planted to replace every tree with a maximum of four replacement trees per lot.

11. Throughout the site are areas of open space that have been designated as native growth protection areas. These areas, and the adjoining buffers, will protect the natural vegetation of the general vicinity. Further, the retention of these areas will ensure slope stability during the development of the lots.

12. The principal access to the plat will be via the Harbor Point Boulevard. Additional access to the subdivision will be via Club House Land with a secondary access provided on Double Eagle Drive. In addition to these accesses, the plat may be reached through One Club House Lane of Sector 12, Division 2 and from Andrews Drive via 59th Avenue West and Preswick Lane.

13. An emergency access road is provided and depicted on tract 996 on the southern portion of the plat. Although this emergency access road will allow for emergency vehicles to enter and leave the subdivision from 64th Avenue West, it will not provide access for any vehicles. Neighbors of the adjoining properties indicated that some type of barrier or bullards should

be installed to ensure that the access is limited to emergency vehicles.

14. Upon its review, the Planning Department determined that the proposed subdivision of 190 lots has only a few minor deviations from the original preliminary plat, approved by Snohomish County in 1990. The deviations, according to the City, are items that are considered "minor modifications and not require a plat amendment." The only reason, according to the City, that the plat is being reviewed is that its permit will lapse and the applicant must secure an additional three year approval period.

The City submitted that the modifications of the original approved plat satisfy all applicable Snohomish County Engineering Design and Development standards. Further, they are consistent with the Comprehensive Plan designation and the Snohomish Zoning Code development standards on which the review is made.

15. The plat will be developed in divisions A-E. The area that is designated as division C and E is in the northern half of the plat and is separated by a ridge from divisions A, B, and D. As a result of the ridge, there are two natural storm drainage basins within the plat. One of the drainage basins flows to the north and is designated as the Hulk Creek Basin, while the drainage flow to the south is to the Picnic Point Basin. Both of these basins will collect storm drainage from the site, including the tight-lined drainage off each of the residences. The storm

drainage will then flow into existing and developed detention facilities that have been designed to collect runoff. The runoff to be collected in these facilities can accommodate storm water from a 100 year design storm. The detention facilities will have regulators that will control the release rate so that no storm drainage emanating from the site will exceed a ten year design storm for undeveloped conditions standard. This detention facility is consistent with County standards. All drainage facilities and storm drainage systems must satisfy MPDES storm water permit requirements which are coordinated through the Washington Department of Ecology.

16. The internal roads of the proposed subdivision will have right of way widths of fifty feet for local streets and sixty feet for collectors. The private access easements and some of the interior lots will be thirty feet. The plans for the roadways of the proposed subdivision have not been submitted but the roads will satisfy the width, grade and other required road standards.

Tract 996, which is for emergency access only, has been designated by the school district as a potential pedestrian access for children using schools in the area. The City indicated that this pedestrian walkway will create no safety or security problems within the site. The WindandTide streets immediately west of the subject property have no pedestrian accessways or sidewalks.

17. A complete build-out of 190 lots will cause an additional 1,900 vehicular trips per day to be generated to and from the site. The existing roadway system and the proposed roadways satisfy County engineering standards and are able to carry the additional traffic. The City has indicated that no additional transportation mitigation measures are required.

18. The lots within the proposed subdivision will have water and sewer provided by the Alderwood Water District. In addition, other utility systems including electricity and cable service will be available. Utility lines are located in adjacent streets of Harbor Point Boulevard and 161st Avenue West. The sewer and water will be extended to the site with the completion of the Harbor Point Sector 12, division 2. The Alderwood Water District must approve all construction requests for sewer and water.

19. Divisions A and D will require new gravity flow sanitary sewer mains to be constructed. This main will run through the Snohomish County Parklands between Sector 17 storm water detention vault and an existing sewer pump station near the intersection of Picnic Road. Although the easement for the main has been approved, the County and the City have not agreed on the maintenance responsibility of the drainage system and the pipeline. The City has testified that resolution of this issue is mandatory before Divisions A and D can be developed. The other divisions of the proposed plat are not impacted by this

controversy.

20. Water will be available through a loop system through the divisions. End of line supply lines will occur in the lower portions of Divisions A, D, and E. Because these points are at the City boundary, the sewer main lines for Divisions C and E will connect to existing sewer mains installed as part of Sector 17, Division 2. Division B sewer lines will tie directly into existing One Club Lane division 1 and 3 sewer main.

21. With the replat, minor modifications have been made which result in a revised grading and drainage plan. The revised grading plan was necessary in part because of the increase in the number of lots of division D and E to 77 lots instead of the originally approved 74 lots. With the increase in division D and E, the number of lots in divisions B and E will be decreased by three. The number of lots in division A remains unchanged. The necessary grading and drainage from these revisions have been reviewed by a geotechnical firm. Based on the geotechnical report it appears that the proposed lots within all of the divisions are developable with conditions as imposed either through the SEPA review or as part of this permit.

22. The average size of the lots within the subdivision will be approximately 9,880 square feet. The smallest average lot size will be 7,746 square feet. According to Snohomish County PRD standards, the minimum size required for this PRD district is 5,000 square feet. The smallest lot of the

subdivision is in division C and is 6,026 square feet. The application for all of the lots within the subdivision satisfies the PRD requirements and standards.

23. The applicant has proposed a solid screen wood fence six feet in height along the western boundary line that fronts the WindandTide Subdivision. The applicant has not proposed and the City did not recommend a setback fence. The applicant's representative testified at the hearing that no compromise is acceptable for this fence.

24. Pursuant to the Snohomish County Zoning Code (SCC) 18.46.030(3)(b) the applicant opted to utilize the "professional planning method" for the development of lots 1-6 and 10-17 of Division C, lots 40-45 of Division D, and lots 8-13 of Division E. These lots are proposed to be developed with an allowed deviation of lot size from the required minimum lot size tables of the County Zoning Code. The applicant's information for these lots has been preliminary and the City Planning Department still must review the technical material submitted to support the reduced lots. The process for reviewing this "professional planning method" is set forth in the Snohomish County ordinance cited above. The City submitted that lots 9-13 of Division E should have minimum 30 foot buffers where no site disturbance is allowed. This information should be set forth on the final plat.

25. Lots within Division C (6-16) and lots in Division A (2-6) are located on land that has banks and steep slopes on

portions of it. The applicant will designate the top of the banks and the undevelopable slopes and these areas will be protected as native growth protection areas. These areas must be marked with surveyors tapes and signs and posted with warnings that no clearing or grading will be allowed beyond these points. The signs, according to the City, should be installed at 100 foot intervals with clear boundaries being consistent with the clearing plan.

26. The proposed development will impact the Mukilteo School District. The impacts will include the need for increased and improved facilities within the school district to accommodate the children who will live within the proposed subdivision. The applicant and the Mukilteo School District have agreed that the applicant will contribute $437,991.80 to the school district to mitigate the impacts.

27. The applicant's development will have impacts upon the City of Mukilteo Parks and Recreation facilities. The impacts will include the need for more intense recreational facilities and parks. To offset this impact and to mitigate it, the applicant and the City have agreed that a contribution of $187.530 will be contributed to the Mukilteo Parks and Recreation Department. In addition, the applicant will develop two park areas within the plat.

28. The applicant entered into agreements with Snohomish County for traffic impact mitigations and the City of Mukilteo

has assumed the position of Snohomish County. The agreements include a unilateral road agreement and a Washington State Department of Transportation agreement. The City has reviewed these agreements and the requirements therein and has determined that no additional traffic mitigation measures are required for development of this plat.

29. The Paine Field Area Comprehensive Plan was established on August 14, 1983. This Plan allows for an urban designation of the subject property with four to six dwelling units per acre permitted. The overlay to this Plan, which includes the subject property, identifies the 16% of the site that has slopes that exceed 15%. There are no wetlands identified on the site.

30. The proposed development will be consistent with the goals and policies of the residential land use section of the Snohomish Code, County Zoning Code, Paine Field Area Comprehensive Plan, and the City of Mukilteo Zoning Code. It will result in a high density residential development in this area that will reduce development costs and the cost of new housing. The proposal will also be consistent with the recent policies as adopted by the Washington State Legislature in the Growth Management Act.

31. As part of the 1978 rezone contract of the subject property, a PRD overlay was applied to the site. As a result of the PRD, the zoning development standards as set forth in SCC 18.51.050 apply. These bulk regulations, including minimum lot

area (5,000 square feet), maximum lot coverage (35% or 2,526 square feet, whichever is greater), and minimum lot width (60 feet for interior lots and 65 feet for corner lots) are satisfied. In addition, the maximum building height of twenty-five feet and the minimum setback dimensions of front (fifteen feet), rear (five feet), and sides (five feet) can be satisfied.

32. Some of the lots within Sector 17 adjoin a Snohomish County park. These lots are within the guidelines of the Snohomish County Master Plan, which require 10% of open space when sectors adjoin Snohomish County parklands. The City has indicated that this open space requirement is satisfied by the availability of recreational school property at elementary school #11.

33. The gross area of the subject property is 58.64 acres. Of this acreage, approximately 10.07 acres will be used for development of roads. The net developable area is 48.57 acres. The total number of units that could be built on the net developable area is 302 units. The applicant's proposal for development of this property and others is 285 dwelling units. The proposal is consistent with the development density standards.

34. Within the proposed subdivision, 7.66 acres have been calculated to be needed for open space. The minimum lot size of the lots will be lot #35 of Division C, which will be 6,026 square feet. The average lot size will be 9,884 square feet.

35. In addition to the Snohomish County Zoning Code, the application is being reviewed pursuant to the Subdivision Code of the City of Mukilteo. The Mukilteo Municipal Code (MMC) 16.12 sets forth the requirements of approval. Ordinance 736 of the City of Mukilteo establishes dual review process.

36. The City determined that there are appropriate provisions of the proposed subdivision for the public health, safety, and general welfare and for open spaces. The City determined that the proposed drainageways, streets, alleys, waste facilities, water supplies, sanitary wastes, parks, playgrounds, sites for schools and playgrounds satisfy City standards.

37. As part of the proposed development, the applicant provided an open space and recreational facility plan for the 190 lot subdivisions. (This submittal was proposed along with a submittal for the Club House Lane Division 1-3 Sector 17 subdivision.) The plan identifies 6.47 acres of contiguous open space with active recreational facilities for adults and children. The parks are proposed to be located in the southwest portion of the plat and they will include playgrounds, two tot lots, swings, picnic sites, a trail system, and a sports court. In addition, there will be 1.9 acres of open space.

The Mukilteo Park Board has reviewed the plans and endorsed the concept of open space tracts with active and passive play areas. The Board, however, requested that more landscaping be provided behind the sports court in order to provide visual and

noise barriers. Further, other recommendations were submitted by the Park Board and the applicant has agreed to these recommendations.

38. In addition to the parks, the site adjoins the Harbour Pointe Golf Course, which provides public recreational amenities to the site and to the general area. Also, recreational facilities at elementary school #11 will be provided.

39. Pursuant to the State Environmental Policy Act (SEPA) the City of Mukilteo was designated as the lead agency for the environmental review of this project. On October 13, 1993, the City issued a Mitigated Determination of Nonsignficance (MDNS). An appeal of the MDNS was filed and the City Council heard the appeal. The City Council denied the appeal. The specific issues of appeal that were decided by the City Council included environmental impacts on the sewage treatment plant; on county roads; impacts emanating from construction noise; impacts relating to aesthetics; and impacts on storm drainage.

40. In 1978 the Snohomish County Council approved the master plan for the development of the Harbour Pointe area. For the development of this area, the applicant was required to submit development stage approvals followed by sector approvals. On August 15, 1988 the sector plan for this subdivision was approved with conditions. Although the plat was approved by the Snohomish County Council, it has never been fully developed. The County's approval has lapsed and the applicant now seeks approval

of the replat.

41. Public testimony was submitted. Among the issues raised by the various witnesses was the development of the property on the western edge of the proposed plat. This property has rear yards on lots that front Scenic Drive. West of Scenic Drive is an old subdivision known as WindandTide. According to the witnesses, the lots in the older subdivision are significantly larger than the proposed lots on the western boundary of the subject property and will result in a lack of transition from the densely developed property of the subdivision to the semi-rural nature of WindandTide properties.

According to the witnesses, approval should be contingent upon conditions including requirements of landscaping on the rear western lots of the proposed subdivision. The landscaping, according to the witnesses, should be set back at least fifteen feet. In addition, cedar fences should be established behind the landscaping. This, according to the witnesses, would create a buffer and a more reasonable transition from the higher density of the subject property to the less dense development of WindandTide. The applicant, however, indicated that there is no requirement for such landscaping and the setback of the fence would result in the loss of a few lots. The applicant's representative indicated no intention of agreeing to such a condition.

Testimony was also submitted that detention facilities that

are to be used for the subject property have proven to be deficient in supplying storm drainage protection from the developed plats in the area. The City responded that prior to any plat development a storm drainage plan must be submitted, and, it must be shown that the detention facilities are effective.

Testimony was also submitted that the applicant should be required to make improvements on 64th Avenue West and Scenic Drive. The applicant responded that no access will be derived from 64th Avenue West and Scenic Drive and the use of that street will not be impacted by the proposed development.

42. Subsequent to the hearing, and, pursuant to a Hearing Examiner Order, written testimony was submitted by witnesses commenting on the Staff Report which was presented at the hearing. The comments included references to conditions and activities in the development of a plat in Sector 12; a request for a thirty foot greenbelt along Scenic Drive; aesthetic issues involving the houses within the subdivision; setbacks; visual impacts; and storm drainageways. These items are related to the SEPA appeal that was filed. The hearing on the SEPA appeal was held before the City Council on January 18, 1994 and the appeal was denied.

CONCLUSIONS OF LAW

1. The application is a resubmittal of a preliminary plat which was originally approved by Snohomish County on May 1, 1990.

The plat approval was extended for one year and pursuant to SCC 19.20.010(1) the extension will expire on May 1, 1994. The applicant must seek another plat approval to continue the effectiveness of the plat.

2. The proposed plat is a 190 single family lot subdivision proposed to be developed in Divisions A-E on property located on the southwestern boundary of the City of Mukilteo, west of Harbour Pointe Boulevard and east of 64th Avenue West and the adjacent WindandTide subdivision, in Mukilteo, Washington.

3. Pursuant to MMC Chapter 17.84 an appeal was held of the City of Mukilteo's Mitigated Determination of Nonsignificance for the proposed project. The City Council held a hearing and on January 24, 1994 adopted Findings of Facts and Conclusions to support a decision of denial of the appeal. The issues of appeal as raised in the SEPA appeal adequately addressed the environmental impacts of the proposal.

4. Adequate legal notice of the public hearing was given as recorded by the Snohomish County Code.

5. The proposed plat has been reviewed pursuant to the provisions of RCW Title 58 Chapter 17. The proposal has been reviewed pursuant to the requirements as set forth in RCW 58.17.110. Appropriate provisions have been made for the public health, safety, and general welfare; for open spaces; drainageways; roads and streets; water supplies; sanitary waste systems; parks and recreational areas; and playgrounds, school

and schoolgrounds. In addition, the proposal has considered safety provisions, including pedestrian walkways for children that ensure safe walking conditions for students to and from school.

6. The public interest will be best served by the approval of the subdivision.

7. The development within the Harbour Pointe area is governed by the Harbour Pointe Master Plan and the rezone contract approved by the Board of Snohomish County Commissioners in August 1978. Although the subject property was annexed into the City of Mukilteo, it was originally approved as a preliminary plat while still in the County. The County's approval was transferred to the City at the time of annexation.

8. Pursuant to an interlocal agreement the developmental standards of Snohomish County, the Harbour Pointe Master Plan, and the rezone contract approved by the Board of Snohomish County Commissioners are applicable for the review by the City of Mukilteo of this proposal.

9. The bulk regulations for preliminary plats as set forth in SCC 18.42.020 are satisfied by the proposed development. The manner in which they have been satisfied have been addressed in the Findings of this document.

10. The development of lots that have steep slopes has been done pursuant to the procedure as set forth in SCC 18.46.030(3)(b). Although the applicant has reduced the size of

these lots, the Planning Director was justified in allowing for the smaller lots because the public health and safety can be maintained while preserving the integrity of the site and eliminating any environmental damages. The requirements of this ordinance must be satisfied prior to any construction of the subdivision.

11. The Hearing Examiner of the City of Mukilteo has no jurisdictional authority to determine the rights of the parties to easement and maintenance agreement for a storm drainage pipeline to be installed on County Parklands (Chaussee v. Snohomish County, 38 Wn.App. 630). Resolution of this issue is mandatory before Divisions A and D of the proposed subdivision can be developed.

12. The PRD standards for development as set forth in the SCC 18.51.050 have been reviewed. The proposal is consistent with these standards and the property can be developed to ensure a large scale development with a variety of housing types and related uses that accommodate the diversity of the growing community.

13. Adequate provisions have been for the mitigation of any impacts to schools, parks and recreation facilities, and roads.

14. The proposal is consistent with the provisions of the Paine Field Comprehensive Plan area. It creates high quality urban residential communities which will be sensitive and compatible with surrounding physical environments.

15. Pursuant to Ordinance No. 736 the application was also reviewed under the MMC Title 16 Chapter 12. The proposal satisfies the procedures and processes for preliminary plats as set forth in MMC 16.12.010(11).

16. Adequate open space will be available within the site. With the open space and native growth protection areas and the parks that will be developed on site, the community will have additional usable recreational areas.

17. Conditions as imposed are reasonable and will allow the property to be developed in a manner that will be consistent with other properties in the area and the zoning and Comprehensive Plan designations of the subject property.

18. The environmental review of the subject property has been done pursuant to the SEPA and MMC 17.84.170. Issues raised by the parties at the public hearing, including those issues relating to storm drainage, aesthetics, construction noise, road impacts, and sewage treatment impacts, have been reviewed by the City and decided by the City Council.

19. The applicant is under no responsibility to make improvements to Scenic Drive or 64th Avenue West. The development of the site will not impact these streets and no impact is directly related to the applicant (Hillis Homes v. Snohomish County, 97 Wn.2d 804).

20. The setbacks along Scenic Drive shall be as agreed to by the applicant and the City. The applicant is under no

responsibility to setback the landscaping. This is an issue of aesthetics which the City Council has adequately addressed in the SEPA appeal.

RECOMMENDATION

Based upon the requirements and authority as set forth in MMC 16.12.010D(3) it is hereby recommended by the Hearing Examiner of the City of Mukilteo to the City Council of the City of Mukilteo that the preliminary plat of One Club House Lane Division A-E (Sector 17, Harbour Pointe) for 190 lots to be developed with detached single family residences located west of Harbour Pointe Boulevard and east of the WindandTide subdivision in Snohomish County be approved subject to the conditions listed below. The basis of this approval is set forth in the Findings of Facts and Conclusions of Law.

CONDITIONS

1. The preliminary plat map received June 30, 1993, shall be the approved plat configuration; changes to the approved plat are restricted by SCC 19.20.020(1).

2. The developer shall fully comply with the procedural and approval process found in MMC 16.12, as in accordance with Mukilteo Ordinance No. 736 and the substantive requirements of Snohomish County Code as adopted by the City of Mukilteo in Ordinance No. 690, 691 and 697.

3. The developer shall fully comply with all applicable requirements of the Harbour Pointe Master Plan contract, Sector

17 approval and division of development approval.

4. Pursuant to the Paine Field Area Comprehensive Plan, no single family residences shall be located within an area that has an airport noise level exceeding 65 Ldn.

5. Preliminary plat approval shall be effective for a maximum time period of three (3) years upon which time a final plat which meets all conditions of the preliminary plat approval must be submitted, in accordance with MMC 16.12.010.C(16).

6. Recreational facilities for the project shall be established in accordance with the Open Space and Recreation Facilities Plan and the preliminary plat map and division of development application submittal information. The proponent shall develop and complete the recreation facilities prior to occupancy of the last 100 housing units in the proposed plat. In any event, the Open Space and Recreation Facilities Plan shall retain at least 4 acres of open space.

7. A minimum of 25% of the conifer trees, where the trunk is over 8 inches in diameter 3 feet above the ground, shall be retained on each lot in the plat or an 8 foot tall Northwest native conifer shall be planted to replace every such tree where removal cannot be avoided; a maximum of four replacement trees are required to satisfy this requirement. In any event there shall be a minimum of four Northwest native conifer trees remaining on each lot. A note to this effect shall be placed

upon the final plat map. The applicant is encouraged to complete landscaping, but in order to protect it during construction, this condition must be accomplished with final plat approval.

8. With the exception of the recreation areas and private roads identified on the plat map, all open space areas (tracts) shall remain as Native Growth Protection Areas (NGPAs) and shall remain in a substantially natural state. With the exception of selective thinning, clearing and grading, as shown on Sheet No. 4 of 6, no clearing, grading, filling, building construction or placement, fence construction, or road construction of any kind shall occur within these areas; provided that underground utility lines and drainage discharge swales may cross such areas utilizing the shortest alignment possible, if and only if, no feasible alignment is available which would avoid such a crossing. Removal of vegetation by the property owner shall be limited to that which is diseased or hazardous. Plans for selected thinning shall be approved by the Planning Department. A note to this effect shall be placed upon the final plat map.

9. The applicant shall submit detailed clearing and grading and drainage plans, in accordance with SCC Title 25, Grading and Drainage to the Community Development Department for review and approval prior to any construction activities.

10. Prior to any site disturbance or the issuance of any development permits for the project, a clearing plan for the recreational facilities identified on the Open Space and

Recreation Facilities Plan and the preliminary plat map shall be submitted to the Planning Department for approval.

11. Prior to the start of any construction activities and until such a time as the required drainage improvements are fully operational, siltation and other erosion control measures shall be employed as necessary to reduce and/or control erosion or other adverse impacts to the property as well as to ensure appropriate on-site and off-site water quality control. Typical control measures include but are not limited to the following: filter fabric fencing; placement of slope protection materials such as straw mulch other matting; seasonal constraints on construction activities; and/or temporary storm drainage systems.

12. All grading in the critical areas near steep slopes shall be monitored by a qualified engineer to ensure proper implementation of the erosion/siltation control devices, and the recommendations of applicable geotechnical reports.

13. All required water service improvements shall be installed prior to final plat approval for each division and required easements shall be provided in accordance with Alderwood Water District standards. All easements shall be shown on the face of the final plat.

14. The applicant shall install fire hydrants as required by Alderwood Water District. One (1) blue, square (Type II) raised grade marker shall be installed in the roadway to indicate any fire hydrant location. It should be placed directly across

from the hydrant location off-set one (1) foot from the roadway center to the side of the hydrant.

15. All required sewer improvements shall be designed to Alderwood Water District standards and installed prior to final plat approval for each division.

16. All required storm drainage improvements shall be installed prior to final plat approval for each of the divisions. All erosion control facilities as deemed necessary shall be in place as directed by the City Engineer or Building Official. A Homeowners Association or covenant/maintenance agreement subject to approval by the City Engineer shall be created to maintain all private drainage facilities in the subdivision that are not within the public right-of-way or public drainage easement and the property owners shall permit the City, in emergency situations, to enter any of the lots in order to make necessary repairs to storm drainage improvements.

A note shall be placed on the final plat as follows: "All drainage easements shall be denoted as private if the drainage line contained within is smaller than 12" in diameter. All private easements shall be maintained by either the individual homeowners, the Homeowner's Association or a combination thereof. All easements containing storm drainage lines 12" and larger shall be designated as public drainage easements. All drainage facilities located within public rights-of-way and public drainage easements shall be dedicated to the public and

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maintained by the City.

17. The development shall comply with all applicable drainage fee ordinances of the City of Mukilteo.

18. All storm drainage easements for installation and maintenance of drainage improvements shall be shown on the face of the final plat and a note shall be affixed to the plat describing the easement and its purpose.

19. All utilities shall be installed underground unless otherwise approved by the City Engineering Department.

20. The applicant shall relocate any utilities affected by the construction of the subdivision improvements at no cost to the City of Mukilteo.

21. All public right-of-way shall be dedicated and street improvements constructed to Snohomish County standards in effect on the date of preliminary plat application (July 23, 1993).

22. Private street maintenance agreements shall be recorded prior tc final plat approval of Divisions C, D, and E in order to insure that the private streets are adequately maintained.

23. The applicant shall conceptually indicate all street light locations on the roadway construction plans for review and approval. Prior to placement of curbs or paving, whichever occurs first, the applicant shall obtain PUD final drawings which indicate all street light locations and submit them to the City for review and approval. Prior to final plat recording, the applicant shall furnish the City acceptable PUD documentation

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that the street light installation has been contracted for and all fees required for fully installing the power distribution and lighting systems have been paid.

24. All landscaped areas in the public right-of-way shall be maintained by the developer and/or successor(s) and may be reduced or eliminated if deemed necessary for or detrimental to City road purposes. A note to this effect shall be placed on the face of the final plat.

25. Prior to plan review and inspection by the City Engineering staff, the applicant shall be required to provide a deposit to the City Clerk for the amount of the estimated plan review and inspection costs. The City Engineer shall provide the applicant with a written estimate of those costs. The applicant shall provide an additional deposit to the City Clerk as determined by the City Engineer if actual costs of plan review exceed the initial deposit. A deposit for estimated attorney's fees shall also be provided. The City shall refund any unused monies.

26. Prior to final plat approval for each division, the applicant shall submit a warranty surety to warrant all required improvements, installed, against defects in labor and material for a period of 24 months after acceptance of those improvements by the City. The warranty amount shall be equal to fifteen (15) percent of the costs of the improvements, as determined by the Public Works Director. The surety shall be submitted to and

approved by the City of Mukilteo prior to final plat approval of each division.

27. Prior to final plat approval for each division, the applicant shall pay for and install all required street signs. The exact location and type of all street and other signs related to the subdivision development shall be prepared by the applicant's engineer, on a drawing in triplicate. The ordering, costs and installation of all signs associated with the development shall be the responsibility of the applicant. All sign proposals shall be subject to review and approval by the City Engineer. All approved street signs shall be installed prior to the final construction inspection of each division by the City of Mukilteo.

28. All conditions imposed as part of the MDNS issued for this project on October 13, 1993. The conditions are as follows:

a. Mukilteo School District No. 6 has identified an impact on school resources as a direct effect of new residential development within the District's boundaries. As a result, the applicant shall adhere to the provisions of Snohomish County Title 26C. Since the application became vested on July 23, 1993, the applicant shall pay $2,305.22 per each new lot created to Mukilteo School District No. 6 for a total of $437,991.80. The applicant shall pay the required mitigation fee to the School District prior to final plat approval of each division, and a copy of the School

District's receipt of funds shall be provided to the City of Mukilteo.

b. According to Ordinance 717 of the Mukilteo Municipal Code (Chapter 17.85), the impacts to park and recreation within the City shall be mitigated by the developer imposing these impacts. Therefore, the developer shall pay $987.00 for each new lot created, or a total of $187,530.00, to the City of Mukilteo as direct mitigation for the impact of 190 new single family residences that will be using the Mukilteo Park system. The developer shall sign a Voluntary Park Agreement on forms provided by the City and pay the mitigation fee prior to final plat approval of each division. As provided by Mukilteo Municipal Code Title 17, Subsection 17.85.080, the Planning Director may consider a request by the applicant for credit against the mitigation obligation. If the applicant opts to negotiate fees, a request for consideration of credit with supporting documents shall be submitted to the City in accordance with MMC Subsection 17.85.080.

c. Open Space Tract 999 of Division C and Open Space Tract 999 of Division E shall be set aside as Native Growth Protection Areas (NGPA) and shall be restricted as follows:

There shall be no clearing, excavation, fences or fill within a Native Growth Protection Area shown on the face of

the plat with the exception of required utility installation, road improvements, removal of dangerous trees, topping of trees, thinning of woodlands for the benefit of the woodlands as determined by a certified landscape architect or arborist and removal of obstructions on drainage courses.

d. Prior to commencement of any clearing or grading activities, the boundaries of all areas to be cleared shall be marked in the field with surveyor's tape and signs stating "no clearing or grading beyond this point without permission from the City of Mukilteo" shall be installed at 100 foot intervals. Field marked boundaries shall be consistent with the proposed clearing plan.

e. Prior to commencement of any clearing or grading activities, City Planning Department staff shall verify that proper on-site flagging and posting of signs has been completed in areas to be cleared.

f. All equipment to be used in clearing and grading operations shall be confined to those areas identified to be cleared.

g. The temporary storage of timber and clearing debris (stumps, branches, etc.) shall be confined to those areas identified to be cleared.

h. The top of bank and down slope areas as shown on the approved final grading plan for Lots 6-16 of Division C and

Lots 2-6 of Division A shall be delineated as Native Growth Protection Areas and shall have the same clearing restrictions as shown on Condition #d. In addition, building setbacks for these lots will be restricted in accordance with the Geotechnical Assessment Soils Reports prepared by Rittenhausen-Zeman and Associates, Inc., for Harbour Pointe Sectors 12 and 17 dated February 24, 1988, and February 9, 1988. A note to this effect shall be placed on the face of the final plat.

i. Minimum 30 foot deep buffers on the rear of Lots 9-13 of Division E shall be depicted on the face of the final plat map along with restrictive language prohibiting site disturbance other than minimal selective tree thinning.

j. The applicant shall comply with all NPDES (National Pollutant Discharge Elimination System) permit requirements as regulated through the Washington State Department of Ecology.

k. The geotechnical report for the lots to be developed under the PPM indicate the lots to be developable sites for single family residences, provided the precautions listed are implemented. All lots developed under the Professional Planning Method shall follow the recommendations of the soils reports prepared by Terra and Associates, Inc. Deviations from the approved soils reports shall be accompanied by new soils reports and site plans prepared in

accordance with the PPM standards listed in Snohomish County Code. The following lots shall be required to use the PPM: Lots 8-13, Division E; Lots 1-6, 10, and 17, Division C; Lots 40-45, Division D.

29. No burning shall be permitted. Effective September 1, 1992, residential yard waste fires and land clearing fires are banned within the City of Mukilteo.

30. A deposit shall be required for the final plat processing per Resolution 89-19 for legal/consultant fees incurred by the City in processing applications. Direct costs for larger projects vary, therefore the City Attorney shall provide an estimate for the review of the project. The applicant shall provide a deposit to the Community Development Department and as provided in Resolution 89-19 (See Attached Copy). The City shall refund any unused monies at the time of recording.

31. A deposit shall be required for the final plat processing in accordance with the current fee resolution for the Hearing Examiner's review of the final plat (See deposit schedule attachment as part of City's most current fee resolution). In cases where the specific application fee does not recover all outside costs attributable to the Hearing Examiner's services, the difference shall be identified by City staff and paid by the applicant to the Community Development Department. The City shall refund any unused monies at the time of recording.

32. The applicant shall have a licensed Civil Engineer

prepare and/or supervise the preparation of as-built civil drawing to be reviewed, approved and signed by the City Engineer upon satisfactory installation of the required public street and utility improvements. One reproducible and 3 signed blueline drawings shall be submitted prior to final approval of the proposed project.

33. The applicant shall apply to the Snohomish County Auditor at 3000 Rockefeller Avenue, Everett, WA 98201-4060 for a plat name Reservation Certificate and furnish the City with a copy of the approved Reservation Certificate at the time of final plat submittal.

34. An underground tunnel or bridge shall be constructed (as an at-grade crossing shall not be permitted) to accommodate golfers and their carts crossing Club House Lane between the 14th and 15th fairways, unless the developer can demonstrate to the Planning Department and the Public Works Director that adequate site distance can be obtained in the plat design for an at-grade crossing at that location.

35. At-grade crossing shall be permitted on 128th Street SW (between Fairways No. 15 and 16).

36. Plans for construction of all golf course crossings shall be subject to submittal to and approval by the Public Works Director during construction plan approval and prior to the initiation of road construction.

37. Tract 996, in Division E, as depicted on the

preliminary plat map, shall be designated as only for emergency vehicle access and pedestrian traffic. Ownership and maintenance of this tract shall be by the Sector 17 Homeowner's Association. The tract shall contain, at the western end, a normally locked vehicle gate to be opened only by emergency or emergency training crews. The Mukilteo Fire Department may advise the Mukilteo Department of Public Works as to any design requirements they may feel appropriate for the driving surface and locked vehicle gate. Also to be located at the western end of the tract, is to be an open pedestrian gate primarily intended for the potential passage of school children. Mukilteo School District No. 6 may advise the Mukilteo Department of Public Works as to any special design requirements they may feel appropriate for the permanently open pedestrian gate. Sole approval authority for these gates shall reside with the Mukilteo Department of Public Works. A note shall be placed on the final plat containing this tract designating it as "Tract 996, subject to a non-exclusive easement for emergency vehicle access and pedestrian access, in Division E."

38. No permitted access from any lot in this subdivision shall be permitted to 64th Avenue West. All lots shall take vehicular access from interior plat roads. A note to this effect shall be placed on the final plat.

39. Surface water run-off from streets shall be collected by the storm drainage system and directed to the existing storm

water retention/detention facilities located in Sectors 12 and 17. Surface water run-off from driveways and roofs, where feasible, shall be collected by the storm drainage system and directed to the existing storm water retention/detention facilities located in Sectors 12 and 17. A note to this effect shall be placed on the final plat.

40. All construction activity shall be limited to those working hours per the City of Mukilteo Codes (7:00 a.m. - 10 p.m., weekdays and 8:00 a.m. - 10:00 p.m., weekends).

41. In accordance with SCC Title 13, Roads and Bridges, the Director of Public Works shall reserve the right to require the applicant to provide a maintenance bond, if he concludes that there may be damage done to the right-of-way, in this case, 64th Avenue West (Snohomish County). Said deposit shall represent an amount determined to be necessary to adequately protect such right-of-way, to cover the costs of restoration and repair of such anticipated damages and also approved by the Director of Snohomish County Public Works Department. In doing so, the Public Works Director or his designee shall, prior to the commencement of any construction activities, photograph the roadway conditions in order to establish a photographic catalogue of the pre-existing conditions.

42. Access to Divisions A, B, C, D and E in Sector 17 from 64th Avenue West is not anticipated for purposes of plat and home

construction, but will be permitted for the limited purposes of hauling of equipment and materials, if no other reasonable access is available. Upon completion of plat and home construction, there shall be no vehicular access to any divisions of the plat from 64th Avenue West, except for the following limited purposes:

a. Emergency access as provided in Condition 37, above; and

b. Temporary access for purposes of maintaining a storm water detention vault, which temporary access shall terminate upon approval and recording of the final plat for Division D, Sector 17.

43. Temporary access from 64th Avenue West will be permitted for purposes of construction of sanitary sewer and storm water sewer systems that serve the plat and that are located near or on proposed Tract 997 in Division D, County or City park land or Sector 21. To the maximum extent feasible, this construction access shall be utilized only during the major construction period, consisting of a continuous 60 to 90 day period occurring between April 1 and November 1 of the year in which the construction occurs. Access will be permitted at other times, before and after the major construction period, to the extent reasonably necessary to prepare, maintain, inspect or repair the installations.

44. Lozier Homes Corporation shall institute a series of measures designed to minimize aesthetic impacts between the

WindandTide and One Club House Lane subdivisions, as described in the following three sub-conditions.

a. Lozier Homes Corporation shall construct a wooden fence, 6 feet in height, along those rear lot lines of One Club House Lane bordering 64th Avenue West, including those lots (15-19, Division E) abutting Tract 998, to be completed no later than the date of construction for all homes in Division D and E, Sector 17, is completed. The fence shall be maintained by individual lot owners pursuant to standards established by the homeowners' association and the applicable Covenants, Conditions and Restrictions of One Club House Lane.

b. Lozier Homes Corporation, as the Declarant, shall amend the Architectural Guidelines of the One Club House Lane Covenants, Conditions and Restrictions, to require a rear yard setback for home construction unless an exception is granted by the Architectural Control Committee due to lot configuration making the setback impracticable or unless prohibited by code. The setback shall measure an average of 15 feet from the Easterly right-of-way of 64th Avenue West. The setback requirement shall apply to all lots immediately adjacent to and bordering 64th Avenue West, but shall not apply to Lots 15, 16, 17, and 19 of Division E.

c. Lozier Homes Corporation shall make reasonable efforts to preserve existing healthy conifer trees of at least 3 inches

in diameter at breast height that are located within 10 feet of the Easterly right-of-way line of 64th Avenue West ("ten foot tree buffer"). In doing so, Lozier Homes Corporation is not required to exceed the "four tree per lot" standard described below. The ten foot tree buffer shall not apply to lots that are not directly adjacent to the Easterly right-of-way of 64th Avenue West. This condition shall not prevent the removal of shrubs and vegetation or deciduous trees. This condition shall not prevent the removal of any trees reasonably necessary for clearing or grading associated with fence construction, surface runoff control, lot contouring or utility construction. In any event, Lozier Homes Corporation will ensure that, upon completion of construction, each lot shall contain four conifer trees, either through preservation of existing trees, planting of new trees or a combination of both preservation and planting. Lozier Homes Corporation shall make reasonable efforts to locate these four trees within the ten foot buffer area described above.

45. Tract 998 (Within Division E), as depicted on the preliminary plat map, shall be designated as a private road for use by Lots 40 and 41 of WindandTide. There shall be no access, vehicular or otherwise, from Lots 15-19, Division E, of the proposed plat. The following note shall be placed on teh final plat: "Tract 998, Division E, Private Ownership, shall be

conveyed by quit claim deed to the owners of lots 40 and 41 of WindandTide after teh recording of Division E. This tract shall be for the exclusive use of ingress, egress and utilities serving said lots 40 and 41. No access from any Division E lots shall be allowed. If the quit claim deed is not accepted by the owners of lots 40 and 41, the tract shall remain in the ownership of other Sector 17 Homeowner's Association, who may convey ownership to the abutting Sector 17 lots.

DATED this 11 day of February, 1994.

James M. Driscoll

JAMES M. DRISCOLL
Hearing Examiner

ADDENDUM FOR THE MITIGATED
DETERMINATION OF NON-SIGNIFICANCE
ONE CLUB HOUSE LAND/DIVISIONS A-E

As Issued October 11, 1993

Addendum to be issued by the City of Mukilteo. An addendum may be used to add analyses or information about a proposal but does not substantially change the analysis of significant impacts and alternative in the existing environmental document.

Proposed Action: A revision to the plat of One Club House Lane, Division C and D in order to use the optional standards for Planned Residential Developments (PRD's). Under the optional PRD standards, the plat would be revised to allow 55-foot front lot widths within Division C instead of the 60-foot minimum front lot width approved for all divisions of the plat. In addition, the revision would shift the location of four lots from the west side of the 14th fairway to the east side in Divisions C and D.

Location: The site is located westerly of Harbour Pointe Boulevard and also westerly of the previously recorded Sector 17 divisions of One Club House Land 1, 2 and 3, and easterly of the Snohomish County development of WindandTide. The proposal comprises a portion of the West half of Section 28 and the East half of Section 29, all located in Township 28 North, Range 4 East W.M., Snohomish County, Washington.

Zoning: The site is zoned Residential 8,400, a County designation which the City of Mukilteo adopted as part of the annexation of the Harbour Pointe area, as a component of the Possession Shores contract rezone and concomitant agreement.

Size: The site (Division C and the first three (3) lots of Division D) is approximately 13.09 acres.

Proponent: Lozier Homes Corporation
1203-114th Avenue SE
Bellevue, WA 98004

Contact: Don Miller
G.W.C. Land Development Consulting
8888-45th Place West
Mukilteo, WA 98275

Lead Agency: City of Mukilteo
Planning Department
4480 Chennault Beach Road
Mukilteo, WA 98275

Project Known As: One Club House Lane Divisions C and a portion of Division D

The project as proposed includes the reduction in the width of the front lot lines of the Plat of One Club House Lane Division C and portion of Division D, from 60 feet to 55 feet as allowed by Snohomish County Code Section 18.51.055, Optional PRD Standards. The amendment does not substantially affect the conditions of approval or the conditions listed in the environmental determination.

All Native Growth Protection Areas, Open Spaces and all areas requiring lot development according to the Professional Planning Method according to the previously approved preliminary plat will be unaffected by the proposed plat amendment. However, due to the lot configuration, the lot sequencing next to those protected areas will be slightly different.

Therefore:

1. The top of bank and downslope areas (condition number 8 of the MDNS) shall affect lots 6-15 of Division C, as shown on the revised plat maps dated October 23, 1995.

2. Lots 1-6, 10, 15 and 17 of Division C (plat map dated October 23, 1995) shall be designed and built according to the professionally planned method.

3. Open space tracts 997 and 999 shall be retained as shown on the face of the revised plat map dated October 23, 1995.

All conditions of the preliminary plat approval issued on March 7, 1994 shall be conditions of the plat amendment. The addendum has been provided to avoid uncertainty as to which lots are affected by the Native Growth Protection Area, Top of Bank grading limitations, Open Space Tracts and PPM's.

DETERMINATION: THE CLARIFIED PROPOSAL IS SUFFICIENTLY SIMILAR TO THE ORIGINAL PROJECT TO RELY ON THE MDNS ISSUED BY THE CITY OF MUKILTEO ON OCTOBER 11, 1993. THE ENVIRONMENTAL IMPACTS OF PLAT CONFIGURATION DUE TO THE REVISED FRONT LOT LINES HAVE BEEN ADEQUATELY ADDRESSED. THIS DETERMINATION RELIES ON PERFORMANCE OF THE CONDITIONS IN THE ORIGINAL MDNS.

This October 27, 1995 addendum does not substantially change the analysis of the significant impacts if the conditions of the prior MDNS issued by the City of Mukilteo are met.

PLEASE NOTE:
This addendum is issued under WAC 197-11-600 (4)(c) and WAC 197-11-625. This decision was made after review by the City of Mukilteo of an existing environmental document, on site inspection, and other information on file with this agency. This information is available for public review upon request. An addendum does not require circulation or a comment period.

Responsible Official: Patricia Love
Associate Planner

Date: 11/1/95 **Signature:** P. Love
Richard A. Bailey

PL:pgi/plng/forms:ochl1026
(formatted 11/1/95)

SUPPLEMENTARY DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
ONE CLUB HOUSE LANE SOUTH
DIVISION 9

THIS SUPPLEMENTARY DECLARATION is made this 24th day of SEPT. 1996, by LOZIER HOMES CORPORATION, a Washington corporation ("Declarant").

A. Declarant is the owner and developer of that certain real property situated in the City of Mukilteo, Snohomish County, Washington, commonly known as One Club House Lane, Division 9, which real property is more particularly described on Exhibit A, attached hereto and incorporated herein by this reference. Declarant is also the Declarant in that certain Declaration of Covenants, Conditions and Restrictions for adjacent property known as One Club House Lane South, as recorded under Snohomish County Auditor's No. 9301250639 and as amended under Snohomish County auditors No. 9509220411 (together the "Declaration").

B. Pursuant to Section 9.1 of the Declaration, Declarant as the owner of One Club House Lane, Division 9, has the unilateral right to subject such property to the provisions of the Declaration and the jurisdiction of the Association, as defined therein, by recording a Supplementary Declaration describing such property. Pursuant to such Section 9.1, Declarant may unilaterally amend the Declaration as it applies to the property being annexed, in order to reflect the different character of such property.

C. In order to comply with certain provisions of preliminary plat approval of One Club House Lane Divisions A-E (Sector 17, Harbour Pointe) imposed by the City of Mukilteo, as such conditions have been construed by the City, Declarant desires to amend the Declaration, as the Declaration applies to One Club House Lane, Division 9, as requested by the City and as set forth herein.

NOW, THEREFORE, in accordance with the Declaration, Declarant hereby covenants and declares that One Club House Lane, Division 9, as described on Exhibit A, is hereby subjected to all of the covenants, conditions and restrictions of the Declaration and to the jurisdiction of the Association as defined therein; provided, however, that as applied only to One Club Lane, Division 9, the Declaration is hereby amended as follows:

1. Amendment of Definitions: Article 1, Section 1.1, of the Declaration is hereby amended by the addition of a new subsection 1.1.19, as follows:

1.1.19 "City" means the City of Mukilteo, a municipal corporation organized and existing under the laws of the State of Washington, acting by and through its duly authorized officials, employees, agents, contractors, and subcontractors.

2. Amendment of Maintenance Provisions. Article 5 of the Declaration is hereby amended by the addition of a new Section 5.8, as follows:

5.8 Determination of Need for Maintenance or Repair. The City shall have the right, but not the obligation, to inspect, determine the need to maintain or repair, or require the Association to maintain or repair, any of the landscaping, utilities, private roadways, or other facilities that are Common Property within One Club House Lane, Division 9, when the City determines in its reasonable discretion that the same is necessary in the interest of public health and safety. Declarant, each Owner, and the Association, understand and agree that the City has no obligation to inspect, determine the need to maintain or repair, or require the Association to maintain or repair any such items, and that the City's failure to do so does not create any liability on the City's part or relieve Declarant, any Owner, or the Association, of their respective obligations for maintenance and repair under this Declaration.

3. Amendment of Easement of Entry. Article 11, Section 11.3 of the Declaration is hereby amended by the addition of the following at the end of Section 11.3:

In addition to the Board's right of entry as provided in this Section 11.3, the City shall have the right, but not the obligation, to enter upon any property within One Club House Lane, Division 9, in emergency situations, in order to make necessary repairs to storm drainage improvements.

4. Amendment of Enforcement Provisions. Article 12, Section 12.1, of the Declaration is hereby amended by the addition of the following at the end of Section 12.1

> The City is expressly intended to be a beneficiary of the provisions of Article 5, Section 6.32, and Sections 11.2, 11.3, and 11.4 of this Declaration. The City shall have the right, but not the obligation to enforce any and all of such provisions as applied to One Club House Lane, Division 9, should the City determine in its reasonable discretion that such enforcement is necessary to protect the public health, safety, or welfare, or to ensure that conditions of plat approval remain in full force and effect in One Club House Lane, Division 9.

5. Amendment of Provision on Amendments. Article 12, Section 12.4 of the Declaration is hereby amended by the addition of the following subsection 12.4.3:

> The provisions of Article 5, Section 6.32, and Sections 11.2, 11.3, and 11.4 of this Declaration are expressly intended to benefit the City. Those provisions are imposed by Declarant in order to comply with conditions imposed by the City on the Plat of One Club House Lane Division A-E (Section 17, Harbour Pointe), to which this Declaration applies. As applied to One Club House Lane, Division 9, neither this subsection 12.4.3, nor Article 5 or Sections 6.32, 11.2, 11.3 or 11.4, may be amended or revoked without the express written consent of the City.

6. Remainder of Declaration Applies. Except as specifically modified herein, all remaining terms, conditions, and provisions of the Declaration shall apply to One Club House Lane, Division 9, as the same are set forth in the Declaration, or as the same may hereafter be amended.

EXECUTED the day and year first above written.

DECLARANT:

LOZIER HOMES CORPORATION, a Washington corporation

By _____
Its PRESIDENT
Michael D. Levy
President

SUBSCRIBED AND SWORN

PROPERTY SUBJECTED TO

BY

THIS SUPPLEMENT

PORTIONS OF SECTIONS 28 AND 29, TOWNSHIP 28 NORTH,
RANGE 4 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, BEING
PARTICULARLY DESCRIBED AS FOLLOWS:

9609270268

ONE CLUBHOUSE LANE DIVISION 2, AS

RECORDING NO. _____ VOLUME

PAGES , RECORDS OF SNOHOMISH

WASHINGTON.

EXHIBIT A

PROPERTY SUBJECTED TO THE DECLARATION BY THIS SUPPLEMENTARY DECLARATION

THOSE PORTIONS OF SECTIONS 28 AND 29, TOWNSHIP 28 NORTH, RANGE 4 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

9609275003

ONE CLUB HOUSE LANE DIVISION 9, AS RECORDED UNDER RECORDING NO._____, VOLUME___ OF PLATS, PAGES , RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

CHICAGO TITLE INSURANCE COMPANY
3030 HOYT AVENUE
EVERETT, WASHINGTON 98201

AMENDED REPORT NO. 1

Order No.: 370766

PLAT CERTIFICATE

Certificate for Filing Proposed Plat:

In the matter of the plat submitted for our approval, this Company has examined the records of the County Auditor and County Clerk of SNOHOMISH County, Washington, and the records of the Clerk of the United States Courts holding terms in said County, and from such examination hereby certifies that the title to the following described land situate in said SNOHOMISH County, to-wit:

SEE SCHEDULE A (NEXT PAGE)

VESTED IN:

[redacted]

RECEIVED
AUG 01 1996
CITY OF MUKILTEO

EXCEPTIONS:

SEE SCHEDULE B ATTACHED

CHARGE: $200.00
TAX: $15.80

Records examined to JULY 29, 1996 at 8:00 AM

CHICAGO TITLE INSURANCE COMPANY

By _____

CHARLEY MARSHALL
Title Officer
(206) 259-8941

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CHICAGO TITLE INSURANCE COMPANY

Order No.: 370766

PLAT CERTIFICATE

SCHEDULE A

(Continued)

LEGAL DESCRIPTION

PARCEL A:

LEGAL DESCRIPTION FOR ONE CLUBHOUSE LANE, DIVISION C:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 29 AND THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 28 NORTH, RANGE 4 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY OF CLUB HOUSE LANE, SAID POINT BEING THE COMMON CORNER OF THE PLATS OF ONE CLUB HOUSE LANE, DIVISION 6, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 57 OF PLATS, PAGES 258 THROUGH 270, INCLUSIVE, AND ONE CLUB HOUSE LANE, DIVISION 8, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 58 OF PLATS, PAGES 228 THROUGH 229, INCLUSIVE, RECORDS OF SNOHOMISH COUNTY, WASHINGTON,
THENCE ALONG THE NORTHWESTERLY BOUNDARY OF SAID PLAT OF ONE CLUB HOUSE LANE, DIVISION 8 OVER THE FOLLOWING 15 COURSES;
THENCE SOUTH 41°00'00" WEST FOR 83.30 FEET TO THE BEGINNING OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT;
THENCE WESTERLY, ALONG SAID CURVE, FOR 42.39 FEET WHILE CONSUMING A CENTRAL ANGLE OF 97°09'32";
THENCE SOUTH 48°09'32" WEST FOR 50.00 FEET;
THENCE SOUTH 41°50'28" EAST FOR 10.69 FEET TO THE BEGINNING OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT;
THENCE SOUTHERLY, ALONG SAID CURVE, FOR 38.04 FEET WHILE CONSUMING A CENTRAL ANGLE OF 87°11'01" TO THE BEGINNING OF A 670.00 FOOT RADIUS CURVE TO THE RIGHT;
THENCE SOUTHWESTERLY, ALONG SAID CURVE, FOR 76.10 FEET WHILE CONSUMING A CENTRAL ANGLE OF 6°30'27"
THENCE NORTH 41°55'55' WEST FOR 109.21 FEET;
THENCE SOUTH 53°44'07" WEST FOR 60.97 FEET;
THENCE SOUTH 60°14'42" WEST FOR 75.45 FEET;
THENCE SOUTH 70°20'00' WEST FOR 327.98 FEET TO A POINT ON A 150.00 FOOT RADIUS CURVE TO THE RIGHT HAVING A RADIUS POINT WHICH BEARS SOUTH 62°59'00" WEST FROM SAID POINT;
THENCE SOUTHEASTERLY, ALONG SAID CURVE, FOR 19.24 FEET WHILE CONSUMING A CENTRAL ANGLE OF 7°21'00";
THENCE SOUTH 19°40'00" EAST FOR 53.08 TO THE BEGINNING OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT;
THENCE SOUTHERLY AND SOUTHWESTERLY, ALONG SAID CURVE, FOR 40.67 FEET WHILE CONSUMING A CENTRAL ANGLE OF 93°13'00";
THENCE SOUTH 73°33'00" WEST FOR 28.52 FEET TO THE BEGINNING OF A 287.39 FOOT RADIUS CURVE TO THE LEFT;
THENCE SOUTHWESTERLY, ALONG SAID CURVE, FOR 15.14 FEET WHILE CONSUMING A CENTRAL ANGLE OF 3°01'07";
THENCE NORTH 19°40'00" WEST FOR 100.00 FEET;

SEE NEXT PAGE

CHICAGO TITLE INSURANCE COMPANY

Policy No.: 370766

SCHEDULE A
(Continued)

LEGAL DESCRIPTION

THENCE SOUTH 64°30'46" WEST FOR 174.90 FEET;
THENCE NORTH 6°52'46" EAST FOR 804.30 FEET;
THENCE NORTH 4°41'09" WEST FOR 122.41 FEET;
THENCE NORTH 13°50'46" EAST FOR 146.25 FEET;
THENCE SOUTH 69°27'23" EAST FOR 279.51 FEET;
THENCE NORTH 43°00'00" EAST FOR 30.00 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY OF BAYVIEW DRIVE AND THE SOUTHWESTERLY BOUNDARY OF SAID PLAT OF ONE CLUB HOUSE LANE, DIVISION 6;
THENCE ALONG THE SOUTHWESTERLY BOUNDARY OF SAID DIVISION 6 OVER THE FOLLOWING 4 COURSES;
THENCE SOUTH 47°00'00" EAST FOR 450.00 FEET;
THENCE SOUTH 43°00'00" WEST FOR 90.00 FEET;
THENCE SOUTH 42°01'49" EAST FOR 115.43 FEET;
THENCE SOUTH 47°00'00" EAST FOR 208.49 FEET TO THE POINT OF BEGINNING;

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

CHICAGO TITLE INSURANCE COMPANY

Order No.: 370766

PLAT CERTIFICATE
SCHEDULE B

This certificate does not insure against loss or damage by reason of the following exceptions:

GENERAL EXCEPTIONS:

A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

B. Rights or claims of parties in possession not shown by the public records.

C. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.

D. Easements or claims of easements not shown by the public records.

E. Any lien, or right to lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the public records.

F. Liens under the Workmen's Compensation Act not shown by the public records.

G. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity or garbage removal.

H. General taxes not now payable; matters relating to special assessments and special levies, if any, preceding or in the same becoming a lien.

I. Reservations or exceptions in patents or in Acts authorizing the issuance thereof; Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.

J. Water rights, claims, or title to water.

K. THIS REPORT IS ISSUED AND ACCEPTED UPON THE UNDERSTANDING THAT THE LIABILITY OF THE COMPANY SHALL NOT EXCEED ONE THOUSAND DOLLARS($1000.00).

CHICAGO TITLE INSURANCE COMPANY

PLAT CERTIFICATE Order No.: 370766

SCHEDULE B

(Continued)

EXCEPTIONS

1. NO SEARCH HAS BEEN MADE AS TO PROPERTY TAXES AND ASSESSMENTS. PROPERTY TAXES AND ASSESSMENTS WILL BE SEARCHED UPON REQUEST.

2. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

BETWEEN:	BCE DEVELOPMENT, INC.
AND:	SNOHOMISH COUNTY, A MUNICIPAL CORPORATION
RECORDED:	SEPTEMBER 2, 1988
RECORDING NUMBER:	8809020115
REGARDING:	ROAD AGREEMENT

3. PROVISIONS OF "POSSESSION SHORES AGREEMENT" AND "CHEVRON AGREEMENT" RECORDED UNDER AUDITOR'S FILE NUMBERS 7808310138 AND 7808310140 RESPECTIVELY.

4. EXCEPTIONS AND RESERVATIONS CONTAINED IN DEED:

GRANTOR:	CHEVRON U.S.A. INC., A CALIFORNIA CORPORATION
RECORDING NUMBER:	7811300199
AS FOLLOWS:	

EXCEPTING AND RESERVING TO GRANTOR, ITS SUCCESSORS AND ASSIGNS, ALL OIL, GAS & HYDROCARBONS, GEOTHERMAL RESOURCES AS DEFINED IN SECTION 79.76.030, REVISED CODE OF WASHINGTON, AND ALL OTHER MINERALS, WHETHER SIMILAR TO THOSE HEREIN SPECIFIED OR NOT WITHIN OR THAT MAY BE PRODUCED FROM SAID REAL PROPERTY; PROVIDED, HOWEVER, THAT ALL RIGHTS AND INTEREST IN THE SURFACE OF SAID REAL PROPERTY ARE HEREBY CONVEYED TO GRANTEE, NO RIGHT OR INTEREST OF ANY KIND THEREIN, EXPRESS OR IMPLIED, BEING EXCEPTED OR RESERVED TO GRANTOR EXCEPT AS HEREINAFTER EXPRESSLY SET FORTH. ALSO EXCEPTING AND RESERVING TO GRANTOR, ITS SUCCESSORS AND ASSIGNS, THE SOLE AND EXCLUSIVE RIGHT FROM TIME TO TIME TO DRILL AND MAINTAIN WELLS OR OTHER WORKS INTO OR THROUGH SAID REAL PROPERTY BELOW A DEPTH OF FIVE HUNDRED (500) FEET AND TO PRODUCE, INJECT, STORE AND REMOVE FROM OR THROUGH SUCH WELLS OR WORKS, OIL, GAS AND OTHER SUBSTANCES OF WHATEVER NATURE, INCLUDING THE RIGHT TO PERFORM ANY AND

CHICAGO TITLE INSURANCE COMPANY

PLAT CERTIFICATE
SCHEDULE B
(Continued)

Order No.: 370766

ALL OPERATIONS DEEMED BY GRANTOR NECESSARY OR CONVENIENT FOR THE EXERCISE OF SUCH RIGHTS.

5. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

BETWEEN:	BCE DEVELOPMENT INC., A DELAWARE CORPORATION, GOLF NORTHWEST, INC., A WASHINGTON CORPORATION, HARBOUR POINTE GOLF ASSOCIATES, LP, A WASHINGTON LIMITED PARTNERSHIP
AND:	HARBOUR POINTE LIMITED PARTNERSHIP, A WASHINGTON LIMITED PARTNERSHIP
RECORDED:	AUGUST 23, 1989
RECORDING NUMBER:	8908230414
REGARDING:	COVENANTS, EASEMENTS AND OBLIGATIONS

6. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

BETWEEN:	BCE DEVELOPMENT INC., A DELAWARE CORPORATION, HARBOUR POINTE LIMITED PARTNERSHIP, A WASHINGTON LIMITED PARTNERSHIP
AND:	LOSIER HOMES CORPORATION, A WASHINGTON CORPORATION
RECORDED:	AUGUST 23, 1989
RECORDING NUMBER:	8908230415
REGARDING:	SECTOR AGREEMENT

SAID AGREEMENT WAS AMENDED UNDER AUDITOR'S FILE NO. 9410240322.

7. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE:	ALDERWOOD WATER DISTRICT
PURPOSE:	WATER SYSTEM
AREA AFFECTED:	PORTION AS DESCRIBED AND DELINEATED
RECORDED:	JULY 10, 1995
RECORDING NUMBER:	9507100056

8. THE COMPANY'S LIABILITY FOR THIS REPORT IS LIMITED TO $1,000.00. THIS REPORT IS BASED ON THE COMPANY'S PROPERTY RECORDS, AND NO LIABILITY IS ASSUMED FOR ITEMS MISINDEXED OR NOT INDEXED IN THE PUBLIC RECORDS, OR FOR MATTERS WHICH WOULD BE DISCLOSED BY AN INQUIRY OF THE PARTIES IN

CHICAGO TITLE INSURANCE COMPANY

PLAT CERTIFICATE
SCHEDULE B
(Continued)

Order No.: 370766

POSSESSION OR BY AN ACCURATE SURVEY OR INSPECTION OF THE PREMISES. THIS REPORT AND THE LEGAL DESCRIPTION GIVEN HEREIN ARE BASED UPON INFORMATION SUPPLIED BY THE APPLICANT AS TO THE LOCATION AND INDENTIFICATION OF THE PREMISES IN QUESTION, AND NO LIABILITY IS ASSUMED FOR DISCREPANCIES RESULTING THEREFROM. THIS REPORT DOES NOT REPRESENT EITHER A COMMITMENT TO INSURE TITLE, AN EXAMINATION OF, OR OPINION AS TO THE SUFFICIENCY OR EFFECT OF THE MATTERS SHOWN, OR AN OPINION AS TO THE MARKETABILITY OF TITLE TO THE SUBJECT PREMISES.

END OF SCHEDULE B

BRS/MM

9609270118 060

After recording mail to:
Lozier Homes Corporation
1203 - 114th Avenue S.E.
Bellevue, WA. 98004

9301291149

'93 JAN 29 P4:50

SNOHOMISH COUNTY WASH

DECLARATION OF EASEMENT

Lozier Homes Corporation, a Washington Corporation, as current owner of the real property described below, hereby creates and grants to the One Club House Lane South Association, its successors and assigns, a 10 foot wide easement for the installation and maintenance of entry sign, monument, landscaping, ingress and egress, over, under, and across the following described property:

That portion of Lot 1, One Club House Lane, Division 1, according to the plat thereof recorded in Volume 52 of Plats, pages 223 through 226, Records of Snohomish County Washington, lying five feet on both sides of the following described center line:

Commencing at the front lot corner common to Lot 1 and Lot 2; thence northeasterly along the property line of Lot 1 which curves to the right having a radius of 325.00 feet thru a central angle of 8°13'30" an arc distance of 46.65 feet to a point of tangency; thence continuing along the property line of Lot 1 N.60°00'00"E. 3.90 feet; thence N.30°00'00"W. 5.00 feet to the true point of beginning; thence N.60°00'00"E. 25.00 feet to a point of curve; thence along said curve to the left, having a radius of 20 feet, thru a central angle of 87°56'30" an arc distance of 30.70 feet to a point of reverse curve; thence along said reverse curve to the right having a radius of 1372 feet thru a central angle of 1°02'38" an arc distance of 25.00 feet to the end of said center line which lies 5.00 feet southwesterly from the Harbour Pointe Boulevard R.O.W. line.

The cost of maintenance, repair, or reconstruction of improvements within the easement area necessitated by ordinary use and/or damage not the fault of the owners of Lot 1 shall be the responsibility of the One Club House Lane South Association. The cost of any repair and/or reconstruction of improvements necessitated by any damage to said improvements which is the fault of the owner of Lot 1 and which was not caused by ordinary use of said improvements shall be the sole responsibility of the owners of Lot 1.

The above described easement shall benefit and burden all the future owners, their heirs, successors, and assigns of said Lot 1, One Club House Lane, Division 1 as recorded in Volume 52 of Plats, pages 223 through 226, records of Snohomish County.

Granted this 27th day of January, 1993.

LOZIER HOMES CORPORATION

BY: _____

TITLE: Michael D. Levy
Vice President

This document is filed for record by FIRST AMERICAN TITLE INSURANCE CO. as an accommodation only. It has not been examined as to its execution or as to its effect upon the title.

FIRST AMERICAN #151453

STATE OF WASHINGTON)
) ss
COUNTY OF King)

On this 27th day of January, A.D. 1993, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn personally appeared Michael D. Levy to be known to be the Vice President of Lozier Homes Corporation, a Washington corporation, 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.

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

Lee-Ann Schermerhorn

Notary Public in and for the State of Washington, residing at Kent

My commission expires: 3-22-96

NO EXCISE TAX REQUIRED

FEB 01 1993

KIRKE SIEVERS, Snohomish County Treasurer
By KIRKE SIEVERS

LEE-ANN SCHERMERHORN NOTARY PUBLIC 3-22-96 STATE OF WASHINGTON

LEE-ANN SCHERMERHORN NOTARY PUBLIC 3-22-96 STATE OF WASHINGTON

VOL. 2681 PAGE 2359

7-

AFTER RECORDING, PLEASE MAIL TO:
LOZIER HOMES CORPORATION
1203 114TH AVENUE SE
BELLEVUE, WA 98004

'95 MAY 18 P2:20

SUB TERWILLIGER AUDITOR
SNOHOMISH COUNTY WASH

CHICAGO TITLE INSURANCE COMPANY HAS PLACED THIS DOCUMENT OF RECORD AS A CUSTOMER COURTESY AND ACCEPTS NO LIABILITY FOR THE ACCURACY OR VALIDITY OF THE DOCUMENT.

9505180276

RECORDED BY SNOHOMISH AUDITOR-BOB TERWILLIGER, COUNTY AUDITOR

Chicago Title Ins. Co.

CH 27193

DECLARATION OF TRAIL EASEMENT AND RESTRICTION

Lozier Homes Corporation, a Washington corporation, as current owner of the real property described below, hereby creates and grants unto the One Club House Lane South Association, its successors and assigns, an easement and restriction for ingress, egress, installation and maintenance of a pedestrian trail over and across the following described property:

That portion of Lot 1, One Club House Lane, Div. 7, according to the plat thereof recorded in volume 58 of plats, pages 223-225, records of Snohomish County, Washington, more particularly described as follows:

Beginning at the rear lot corner, common to said Lot 1 and Tract 998, thence N.61° 53'40"E. along the rear lot line of said Lot 1 a distance of 40.00 feet; thence S.28°06'20"E. a distance of 10.00 feet; thence S.28°57'08"W. a distance of 54.43 feet to a point on the westerly lot line of said Lot 1; thence along the westerly lot line of said Lot 1, N.19°57'01"W. a distance of 40.00 feet to the point of beginning.

The One Club House Lane South Association is hereby granted the right to install and maintain a pedestrian trail in the easement area. The owner of said Lot 1 shall not build any structures upon the easement or alter the pedestrian trail without the written consent of the said Association. In the event the maintenance of the pedestrian trail requires disturbance of the easement area by the said Association, then it shall immediately restore the disturbed area to the condition it was immediately prior to disturbance.

The above described easement and restriction shall benefit and burden all future owners, their heirs, successors and assigns of said Lot 1 and the One Club House Lane South Association.

Granted this 17th day of May, 1995.

LOZIER HOMES CORPORATION

By: _____
Michael D. Levy, Vice President

NO EXCISE TAX REQUIRED

MAY 18 1995

KIRKE SIEVERS, Snohomish County Treasurer
By KIRKE SIEVERS

STATE OF WASHINGTON, COUNTY OF SNOHOMISH

On this 17th day of May, A.D. 1995, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Michael D. Levy to me known to be the Vice President of LOZIER HOMES CORPORATION, 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.

_____
Notary Public in and for the State of Washington, residing at Kent

My commission expires 3-22-96

LEE-ANN SCHERMERHORN NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 3-22-96

ESMTRAIL.doc - clu

BK3030PG1755

After Recording Mail to:
Lozier Homes Corporation
1203 114th Avenue S.E.
Bellevue, WA. 98004

12

9301291150

ASSIGNMENT OF LANDSCAPING EASEMENT

Lozier Homes Corporation, the Grantee of a Landscaping Easement recorded under auditor's file number 9102260219, Volume 2416, pages 0912 through 0915, and amended under auditor's file number 9205140194, Volume 2572, page 1674 as attached hereto, hereby assigns its rights and obligations under said easements to One Club House Lane South Association.

This assignment is dated January 27, 1993.

RECORDED
'93 JAN 29 P4:50
DEAN V. [illegible]
SNOHOMISH COUNTY
Cheryl Gallagher

LOZIER HOMES CORPORATION

BY: _____
David W. Lozier, Jr., President

Accepted:
ONE CLUB HOUSE LANE SOUTH ASSOCIATION

BY: _____
Michael D. Levy, President

NO EXCISE TAX REQUIRED

FEB 01 1993

KIRKE SIEVERS, Snohomish County Treasurer
By KIRKE SIEVERS

Granted this 27th day of January, 1993.

LOZIER HOMES CORPORATION

BY: _____

TITLE: President

This document is filed for record by FIRST AMERICAN TITLE INSURANCE CO. as an accommodation only. it has not been examined as to its execution or as to its effect upon the title.

FIRST AMERICAN #15862-3

STATE OF WASHINGTON)
) ss
COUNTY OF King)

On this 27th day of January, A.D. 1993, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn personally appeared David W. Lozier JR to be known to be the President of Lozier Homes Corporation, a Washington corporation, 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.

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

LEE-ANN SCHERMERHORN NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 3-22-96

Notary Public in and for the State of Washington, residing at Kent

My commission expires: 3-22-96

MAR 2 91

AFTER RECORDING PLEASE RETURN TO: LOZIER HOMES CORPORATION
1203 114TH AVENUE SE
BELLEVUE, WA 98004

No EXCISE TAX REQUIRED

FEB 26 1991

KIRKE SIEVERS, Snohomish County Treasurer
By _____ Deputy

F-227555

LANDSCAPE EASEMENT

9102260219

The Grantor(s) Harbour Pointe Limited Partnership, a Washington limited partnership, its heirs, successors and assigns, owners of the real property known as the "School Site" legally described on Exhibit A hereto, for and in consideration of benefits to be mutually received, grant and warrant to Lozier Homes Corporation, a Washington corporation, its heirs successors and assigns, the Grantee, an easement for ingress and egress for the installation maintenance of entry signs, fencing, landscaping, grading, rockeries, in accordance with the landscaping plan for 58th Avenue West dated March 14, 1990, over, across, in and upon the following described property:

The westerly and southerly 15 feet of the "School Site" property; Together with that portion lying northwesterly of the following described line; beginning at a point which lies 35 feet southerly of the south R.O.W. line of Harbour Pointe Blvd., and 15 feet easterly of the westerly property line of said "School Site; thence northeasterly a distance of approximately 29 feet to a point which lies 15 feet southerly of the south R.O.W. line of Harbour Pointe Blvd., and 35 feet easterly of the westerly property line of said "School Site"; thence northeasterly a distance of 15 feet to the ending point of said described line. Said ending point being a point lying on the south R.O.W. line of Harbour Pointe Blvd. and lying 35 feet easterly of said westerly property line of the "School Site".

W-089005 4-2

Notwithstanding the foregoing, the Owner of the "School Site" reserves the right to terminate any and all easement rights over the following described portion of the easement as they deem necessary to facilitate construction of school facilities. Provided that the buffer, fence, landscaping, and entry monument serve as a desirable buffer between the two land uses and would only be terminated if absolutely necessary at Owner's sole discretion.

That portion lying northwesterly of the following described line: beginning at a point which lies 35 feet southerly of the south R.O.W. line of Harbour Pointe Blvd., and 15 feet easterly of the westerly property line of said "School Site"; thence northeasterly a distance of approximately 29 feet to a point which lies 15 feet southerly of the south R.O.W. line of Harbour Pointe Blvd., and 35 feet easterly of the westerly property line of said "School Site"; thence northeasterly a distance of 15 feet to the ending point of said described line. Said ending point being a point lying on the south R.O.W. line of Harbour Pointe Blvd. and lying 35 feet easterly of said westerly property line of the"School Site".

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The Grantor does hereby and the Grantee, by accepting and recording this Easement, mutually covenant and agree as follows:

~~9102260219~~
9301291150

VOL. ~~2416~~ PAGE 0912

1. The cost of installation of the improvements will be the sole responsibility of Grantee, and the cost of maintenance, repair, or reconstruction of improvements including ordinary wear and tear and damage by third parties, within the easement area shall be the responsibility of Grantee, its successors, and assigns, namely the future Homeowner's Association for Sector 17. Maintenance of the improvements shall commence immediately upon completion and be ongoing and shall be accomplished in a manner acceptable to the Owner of the School Site.

2. In the event of damage to landscape due to the direct action or negligence of Owner the cost of any repair and/or reconstruction of improvements necessitated by any damage (excluding ordinary wear and tear) to said improvements shall be the sole responsibility of the Owners of the "School Site".

3. In the event the Mukilteo School District #6 terminates it rights to purchase the "School Site", or if after Mukilteo School District #6 purchases the "School Site" it re-sells the "School Site" back to the Grantor then this easement shall automatically terminate and extinguish without further action by any of the parties to this easement.

4. Grantee shall not permit the creation of any lien in favor of any contractor, subcontractor, materialman, mechanic, surveyor, architect or laborer, and Grantee hereby expressly agrees to indemnify and hold Grantor harmless against any damage or injury to either persons or property arising out of Grantee or Grantees agents', employees', or representatives' actions on the Property. Grantee agrees to repair any streets, utilities, other similar improvements and correct any disruption to adjacent Property which results from the action of Grantee or Grantees' agents. Notwithstanding the foregoing, in no event shall the indemnification set forth above apply to any damage or injury caused as a result of Grantor's sole or concurrent negligence.

5. This easement is subject to the right of the Grantor to the use and possession of the real property over which the above mentioned easement is granted, unto themselves, their heirs, successors, and/or assigns of the above-described real property, in any manner, PROVIDED that said use of the Grantor shall in no way interfere with the rights granted to said Grantee.

GRANTED this 13th day of February, 1991.

Harbour Pointe Limited Partnership

VOL. 2681 PAGE 2362

Signature of Grantor(s)/Property Owner(s)

Printed Name DENNIS VRABEK, PRESIDENT Bellbek Corporation General Partner

Title of Authorized Representative (If signing in a representative capacity on behalf of corporation).

9301291150

~~91022602~~

~~VOL. 2416 PAGE 0913~~

ACKNOWLEDGMENT FOR REPRESENTATIVE OF CORPORATION, PARTNERSHIP, ETC.:

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Dennis Vrabek is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the President of Seibert Corporation to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: February 13, 1991

JEANNE L. SMITH NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES JUNE 16, 1993

Jeanne L. Smith
Signature of Notary

Secretary
Title

My Appointment expires: 6/16/93

Said document(s) were filed for record by Ticor Title as accommodation only. It has not been examined as to proper execution or as to its effect upon title.

WED/js/#47/HP-19

VOL. 2681 PAGE 2363

~~9102260219~~
9301291150

~~VOL. 2416 PAGE 0914~~

EXHIBIT A

Said document(s) were filed for record by Ticor Title as accommodation only. It has not been examined as to proper execution or as to its effect upon title.

88-8060
10/8/90

HARBOUR POINTE SECTOR 17
PROPOSED ELEMENTARY SCHOOL SITE

That portion of Tract "C" exempt segregation for BCE Development Inc. recorded in Volume 29, of Surveys page 230 records of Snohomish County Washington and under Auditors File No. 8908235003 records of said County described as follows:
COMMENCING at point "K" as shown on said survey; said point being on the southwesterly margin of Harbour Pointe Blvd. and on the arc of a curve at a point from which the center lies N68°18'25"E 1367.00 feet distant; thence southeasterly along said margin and curve to the left through a central angle of 10°21'56" an arc length of 247.31 feet to the POINT OF BEGINNING; thence continuing along said margin and curve to the left through a central angle of 11°20'59" an arc length of 270.79 feet to the northwest corner of the plat of Waterford Park as recorded in Volume 48 of Plats, pages 263 through 268, Records of said county; thence S22°40'00"W along the west boundary of said plat 1,069.07 feet; thence N67°20'00"W 245.84 feet; thence N65°00'00"W 113.58 feet to the beginning of a curve to the right having a radius of 25.00 feet; thence northwesterly along said curve through a central angle of 90°00'00" an arc length of 39.27 feet to a point of tangency; thence N25°00'00"E 989.00 feet to the beginning of a curve to the right having a radius of 275.00 feet; thence northeasterly along said curve through a central angle of 35°00'00" an arc length of 167.99 feet to a point of tangency; thence N60°00'00"E 28.90 feet to the beginning of a curve to the right having a radius of 25.00 feet; thence northeasterly along said curve through a central angle of 87°56'29" an arc length of 38.37 feet to the POINT OF BEGINNING.

Containing 9.446 acres more or less.

WRITTEN BY CM 10-5-90 TICOR TITLE INSURANCE CO.
CHECKED BY JG 10-5-90
PROOFED BY JG CM

RECORDED
'91 FEB 26 P1:20
JEAN V. WILLIAMS, AUDITOR
SNOHOMISH COUNTY, WASH.
DEPUTY

JOSEPH ZUCCHERO
STATE OF WASHINGTON
17692
Registered
PROFESSIONAL LAND SURVEYOR
10-9-90

GROUP FOUR, INC.
16030 Juanita-Woodinville Way N.E.
Bothell, Wa 98011

9301291150
~~9102260210~~

Linda Russell

VOL. 2681 PAGE 2364
~~VOL. 2416 PAGE 0915~~

Mail Recording Info To: Lorraine Koepke
1203 114th Avenue SE
Bellevue, WA 98004

MAY 15 1992

ADDITION TO LANDSCAPE EASEMENT

9205140194

In addition to the property included in the landscape easement recorded under auditor's file number 9102260219, Volume 2416, pages 0912 through 0915, Records of Snohomish County, the following described property is added to the second paragraph of the first page:

Together with the following described property in the southwest corner of said school site: Beginning at a point which lies 15 feet northerly of the said school site south property line and 35 feet easterly of the easterly R.O.W. line of 57th Avenue West; thence N.65°00'00"W. 10.00 feet to the beginning of a curve to right having a radius of 10 feet; thence northwesterly along said curve through a central angle of 90°00'00" an arc length of 15.71 feet to a point of tangency; thence N. 25°00'00"E. 10.00 feet; thence S.20°00'00"E. 28.28 to the point of beginning.

Granted this 1st day of May, 1992.

Mukilteo School District #6

Norman L. Felix
Signature of Grantor/Property Owner

Norman R. Felix
Printed Name
Director of Facilities Planning and Development
FOR: MUKILTEO SCHOOL DISTRICT NO. 6
Title of Authorized Representative
(If signing in a representative capacity on behalf of corporation)

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Norman R. Felix is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the authorized represen. of Mukilteo School District to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: May 1, 1992

Signature of Notary
Notary
Title
My Appointment expires March 1, 1995

NOTARY PUBLIC STATE OF WASHINGTON

NO EXCISE TAX REQUIRED
MAY 14 1992
KIRKE SIEVERS, Snohomish County Treasurer
By KIRKE SIEVERS

DEAN V. WILLIAMS, AUDITOR
SNOHOMISH COUNTY, WASH
DEPUTY

'92 MAY 14 A10:00
FIRST AMERICAN TITLE CO.
RECORDED

This document is filed for record by FIRST AMERICAN TITLE INSURANCE CO. as an accomodation only. It has not been examine as to its execution or as to its effect upon the title.

FIRST AMERICAN #153062-3

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~~9205140194~~

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