



Earth Solutions NW, LLC FAX COVER SHEET

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2007

CITY OF WOODINVILLE
DEVELOPMENT SERVICES

EXHIBIT 52
PAGE 1 OF 7

ESNW Reference No.: ES-0067

Date: 3/6/07

To: Susie - City of Woodinville

FAX No: 425 429-2756

Subject: Hand Auger logs - Woodtrails

No. of Pages: _____

(If you do not receive all of this FAX or have any questions, please call (425) 284-3300.)

From: Earth Solutions NW, LLC FAX (425) 284-2855

Transmitted By: Ray Cofer

Comments:

CC:

- | | |
|----------|-------------|
| 1: _____ | ATTN: _____ |
| 2: _____ | ATTN: _____ |
| 3: _____ | ATTN: _____ |
| 4: _____ | ATTN: _____ |

Original copy to be mailed: Yes No

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2881 - 152nd Ave NE, Redmond, WA 98052
(425) 284-3300 FAX (425) 284-2855 Toll Free (866) 336-8710

JOB NO. <u>ES-067</u>	CLIENT <u>Phoenix Development</u>	TEST PIT NO. <u>HA-7</u>
DATE <u>6-7-06</u>	BY <u>WLR/SSE</u>	ELEVATION
CONTRACTOR		SHEET <u>1</u> of <u>1</u>

sample number	sample depth	moisture	depth in feet	USCS code	SURFACE CONDITIONS <u>Forest Diff</u> NOTE: DEPTH OF TOPSOIL & SOD <u>8.0'</u>
			0	<u>sm</u>	<u>Brown silty sand with trace gravel, loose, wet</u>
			1		
			2		
	<u>2.5</u>		3	<u>sp-sm</u>	<u>Brown poorly graded fine to medium sand, medium loose wet, refusal on gravel</u>
			4		
			5		
			6		
			7		
			8		
			9		
			0		
			1		
			2		
			3		
			4		
			5		
			6		
			7		
			8		
			9		
			0		

Test Pit terminated at 4.0 feet below existing grade. (NO) Groundwater (table / seepage) encountered at feet during excavation.

JOB NO. <u>ES-067</u>	CLIENT <u>Phoenix Development</u>		TEST PIT NO.
DATE <u>6-7-06</u>	BY <u>WLR/SSR</u>	ELEVATION	<u>HA-6</u>
CONTRACTOR			SHEET <u>1</u> of <u>1</u>

sample number	sample depth	moisture	depth in feet	USCS code	SURFACE CONDITIONS <u>Forest Duff</u> NOTE: DEPTH OF TOPSOIL & SOD <u>8.0"</u>
			0	<u>sm</u>	<u>Light brown silty sand, very loose to loose, saturated</u>
			1		
	<u>2.0</u>		2		
			3		<u>due to excessive casing, hole was abandoned</u>
			4		
			5		
			6		
			7		
			8		
			9		
			10		
			11		
			12		
			13		
			14		
			15		
			16		
			17		
			18		
			19		
			20		

Test Pit terminated at 3.0 feet below existing grade. (NO) Groundwater (table / seepage) encountered at _____ feet during excavation.

Earth Solutions NW, LLC

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JOB NO. <u>ES-067</u>	CLIENT <u>Phoenix Development</u>		TEST PIT NO.
DATE <u>6-7-06</u>	BY <u>NLR/SSE</u>	ELEVATION	<u>HA-5</u>
CONTRACTOR			SHEET <u>1</u> of <u>1</u>

With in a draw with slump/scarp features.

sample number	sample depth	moisture	depth in feet	USCS code	SURFACE CONDITIONS <u>Forest Duff</u> NOTE: DEPTH OF TOPSOIL & SOD <u>60"</u>
			0	<u>sm</u>	<u>Light brown silt, fine to medium sand, very loose to loose, wet</u>
			1		
	<u>2.0</u>		2		
			3		<u>- trace roots</u> <u>- oxide staining</u>
			4		
			5		<u>was grayish brown, becomes medium dense</u>
			6		
			7	<u>sp-sm</u>	<u>Gray porous graded sand with silt, medium dense, wet</u>
			8		
			9		
			0		
			1		
			2		
			3		
			4		
			5		
			6		
			7		
			8		
			9		
			0		

Test Pit terminated at 8.0 feet below existing grade. (NO) Groundwater (table / seepage) encountered at feet during excavation.

JOB NO. <u>ES-067</u>	CLIENT <u>Phoenix Development</u>	TEST PIT NO. <u>HA-4A</u>
DATE <u>6-7-06</u>	BY <u>WLR/SSR</u>	ELEVATION
CONTRACTOR	SHEET <u>1</u> of <u>1</u>	

sample number	sample depth	moisture	depth in feet	USCS code	SURFACE CONDITIONS <u>Forest Duff</u> NOTE: DEPTH OF TOPSOIL & SOD <u>6"</u>
			0	sm	light brown silty fine to medium sand, very loose to loose, moist to wet
			1		
			2		
			3	sm	light brown poorly graded fine to medium sand with silt, medium dense moist
			4		bottom of pit
			5		
			6		
			7		
			8		
			9		
			0		
			1		
			2		
			3		
			4		
			5		
			6		
			7		
			8		
			9		
			0		

Test Pit terminated at 4.5 feet below existing grade. (NO) Groundwater (table/seepage) encountered at _____ feet during excavation.

JOB NO. <u>ES-067</u>	CLIENT <u>Phoenix</u>		TEST PIT NO.
DATE <u>6-7-06</u>	BY <u>WLR/SSR</u>	ELEVATION	<u>HA-3</u>
CONTRACTOR			SHEET <u>1</u> of <u>1</u>

sample number	sample depth	moisture	depth in feet	USCS code	SURFACE CONDITIONS <u>Forest Duff</u> NOTE: DEPTH OF TOPSOIL & SOD <u>6"</u>
			0	<u>sm</u>	<u>Brown silty sand - very loose to loose - wet.</u>
			1		
	<u>2.5'</u>		2		
			3		
			4	<u>sp-sm</u>	<u>Light brown poorly graded fine to medium sand with silt, medium dense, moist to wet.</u>
	<u>5.0</u>		5		
			6		
			7		
			8		<u>bottom of pit</u>
			9		
			0		
			1		
			2		
			3		
			4		
			5		
			6		
			7		
			8		
			9		
			0		

Test Pit terminated at 8.0 feet below existing grade. (NO) Groundwater (table / see page) encountered at _____ feet during excavation.

Concerned Neighbors of Wellington
"Dedicated to Preserving the Character of the Wellington Neighborhood"

cc: Kay
Zach
Jennifer
Admin Jill

~~Christy~~

Rich

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MAR 2 2007

City of Woodinville

EXHIBIT 53
PAGE 1 OF 16

March 2, 2007

Cindy Baker, Interim Development Services Director
City of Woodinville
17301 - 133rd Ave NE
Woodinville, WA 98072

RE: Request for Public Records

Ms. Baker,

The Concerned Neighbors of Wellington (CNW) are requesting that a representative of our organization be allowed to attend any meetings between City Staff (yourself) and the applicant (aka Rich Hill and Phoenix). Our involvement would simply be to listen and observe, not to necessarily provide comment.

We are also formally requesting that we receive (via either hard paper copies or forwarded email) any future emails and correspondence between the applicant and City Staff. We are making the request so that we remain in the loop about what issues are being discussed and/or resolved between the City and the applicant prior to the Public Hearings. Please be sure these are forwarded and faxed immediately. In addition to future correspondence, please forward any correspondence that has taken place since the city has issued their staff report on the Wood Trails and Montevello Hearings.

My Contact Information:

Phone: Business Hours: 425-821-1111, Cell: 206-795-0608
Fax: 425-821-3587
Email: Fred@GreenFinancial.com

Sincerely,



Fred A. Green
President, CNW

cc: Richard Leahy, City Manager
Richard Aramburu, Attorney at Law

File Copy

February 21, 2007

J. Richard Aramburu, Attorney At Law
Suite 209, College Club Building
505 Madison Street
Seattle, WA 98104



"Citizens, business and local government;
a community commitment to our future."

Re: Response to Purported "Appeal" Regarding Wood Trails / Montevallo Proposals

Dear Mr. Aramburu:

This letter responds to your February 1, 2007 correspondence regarding the rezone and preliminary plat applications currently pending for the proposed Wood Trails and Montevallo development projects. Your February 1, 2007 letter purports to "appeal" the City Attorney's January 30, 2007 response to your previous request for an administrative interpretation concerning the decisional process that will be utilized for the above-referenced development proposals.

By both its plain terms and the surrounding context, the City Attorney's January 30, 2007 letter was not an appealable determination. Pursuant to WMC 17.07.080 and WMC 21.02.090, the Planning Director — *not* the City Attorney — is vested with the exclusive authority to issue official interpretations of the City's development regulations. As the City Attorney's letter clearly explained, the staff reports created for the Wood Trails/Montevallo proposals will contain the Planning Director's construction of the hearing and decisional procedures applicable to these projects. The City declines to issue a formal interpretation of these procedures separate and independent from the Wood Trails and Montevallo staff reports.

Please find enclosed the appeal fee that was included with your February 1, 2007 letter, which the City is hereby returning to you in full.

This letter is not an appealable decision.

Sincerely,

Susie McCann, Development Services Manager
City of Woodinville

cc: Zach Lell, City Attorney
Rich Hill
Hearing Examiner
Wood Trails Record
Montevallo Record

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FEB 02 2007

City of Woodinville

10:48 a.m.

*Jennifer Hudson***J. RICHARD ARAMBURU
JEFFREY M. EUSTIS****Attorneys at Law**

505 Madison Street, Suite 209

Seattle, Washington 98104

(206) 625-9515 Fax: (206) 682-1376

EXHIBIT 53
PAGE 3 OF 16

February 1, 2007

City of Woodinville Hearing Examiner
Attn: Cindy Baker
17301 - 133rd Avenue NE
Woodinville WA 98072

Re: Appeal of Interpretation dated January 30, 2007 to City of Woodinville.
Hearing Examiner and Request for Expedited Review or Continuation of
Public Hearings.

Dear Hearing Examiner:

This office represents Concerned Neighbors of Wellington (CNW), a Washington non-profit corporation consisting of residents and property owners concerned with the Wood Trails and Montevallo rezone and plat application. On November 28, 2006, CNW filed a request for interpretation (attached hereto as Attachment A) relating to the interpretation of city ordinances regarding the processing of rezone and subdivision applications. On January 30, 2007, the City issued an interpretation concerning the CNW request which generally rejected the position taken by CNW. See Attachment B.

This letter is CNW's appeal to the City Hearing Examiner of the interpretation decision of January 30, 2007. Appeal of interpretation decisions, as Type II decisions, are allowed to the Hearing Examiner by WMC 17.07.030.¹ CNW has standing to appeal the January 30, 2007

¹The City confirmed that administrative interpretations are appealable in its November 1, 2006 interpretation regarding FEIS appeal procedures under "VI. APPEAL:"

This interpretation is issued as a Type II project permit pursuant to WMC 17.07.030, and is subject to appeal before the City of Woodinville Hearing Examiner. Any notice of appeal must be filed within 14 days of November 6, 2006."

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**J. RICHARD ARAMBURU
JEFFREY M. EUSTIS**
Attorneys at Law
Suite 209, College Club Building
505 Madison Street
Seattle Washington 98104
Telephone: (206) 625-9515
Fax: (206) 682-1376

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FEB 14 2007

CITY OF WOODINVILLE
DEVELOPMENT SERVICES

FAX COVER SHEET

To: Cindy Baker
Interim Director, Department of Community Development, City of Woodinville

FAX NO.: 425-489-2756
EMAIL: cindyb@ci.woodinville.wa.us

From: J. Richard Aramburu
Client/Matter: Wood Trails / Montevallo proposals
Date: February 13, 2007

CC: Zach Leil, Ogden Murphy Wallace, City Attorney
FAX 447-0215 / Email zleil@omwlaw.com
Client

DOCUMENTS	NUMBER OF PAGES
Letter	6

COMMENTS:

PLEASE DO NOT REPLY TO THIS FAX/EMAIL ADDRESS!!
If you received this message via email and wish to reply, please reply by fax to (206) 682-1376 or be certain your e-mail response is to:
rick@aramburu-eustis.com

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* NOT COUNTING COVER SHEET: IF YOU DO NOT RECEIVE ALL PAGES, PLEASE TELEPHONE US IMMEDIATELY AT 206-625-9515.

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CITY OF WOODINVILLE
DEVELOPMENT SERVICES

J. RICHARD ARAMBURU
ATTORNEY AT LAW
SUITE 209, COLLEGE CLUB BUILDING
505 MADISON STREET
SEATTLE, WASHINGTON 98104
(206) 625-9515 • FAX (206) 682-1376

J. RICHARD ARAMBURU
JEFFREY M. EUSTIS

February 13, 2007

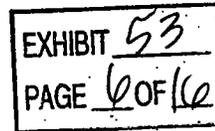
Ms. Cindy Baker
Interim Director
Department of Community Development
City of Woodinville
17301 - 133rd Avenue NE
Woodinville WA 98072

Re: Public Hearings on the Wood Trails and Montevallo
Rezones and Plats

Dear Ms. Baker:

As you know, this office represents Concerned Neighbors of Wellington (CNW), a local neighborhood organization concerned with the Wood Trail and Montevallo rezone and plat proposals (collectively known as "WT/M"). CNW also has pending an appeal of an interpretation made by the City concerning the procedures for the hearing.

Yesterday, this office received two notices of hearing for the WT/M proposals, stating that the public hearings for these proposals would be separated, with the Wood Trails proposal being heard on Wednesday, February 28 and the Montevallo proposal being heard on Thursday, March 1. We strenuously object to bifurcating these proceedings and request that hearings on these two proposals be combined for the reasons set forth below. (Please note this position does not reflect an abandonment of the interpretation appeal we



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DEVELOPMENT SERVICESFebruary 13, 2007
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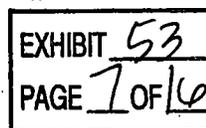
have filed that demonstrates that there can be no consideration of the preliminary plats for either Wood Trails or Montevallo until the rezoning applications to R-4 are approved.)

First, the recent notices are entirely contrary to substantially every communication with the public and the CNW concerning these hearings. The community has been told for a long period of time that the hearings will be consolidated, with the staff and applicant presentations to be heard on Wednesday, February 28 with full opportunity for public presentations on March 1. Steve Munson explained to CNW members as late as last week that this procedure would be followed. In fact, in a conversation in December, you told me the same thing. Indeed, the City has prepared a consolidated draft and final EIS on the two proposals. Specifically, the FEIS stated in the introductory letter signed by you:

The City will forward the applications, the Final EIS, a staff report and applicable codes to the Hearing Examiner. A public hearing will be scheduled before the Hearing Examiner, who will receive public comments, deliberate and make a decision on the preliminary plat applications.

Based on the verbal and written representations, CNW members have been preparing presentations based on a combined hearing on both proposals. This eleventh hour change in procedures is entirely unjustified. CNW demands that you rescind the recent notices and issue notices for a combined hearing as the local citizens have been told for months.

Second, these two proposals are sufficiently interconnected that separate hearings are not legally permissible. As is apparent, the two proposals are owned by the same owners and present a common development scheme. The Wood Trails proposal calls for approval of R-4 zoning on a 38.7 acre parcel. However, the applicant proposes to construct 66 homes on that site, and to



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DEVELOPMENT SERVICES

transfer 19 units to the Montevallo project. On the other hand, the Montevallo project also requires a rezone to R-4. Even if R-4 zoning is achieved, the Montevallo property is only 16.48 acres which would yield only 47 units. The Montevallo plat proposal for 66 units specifically contingent on not only the Wood Trials rezone to R-4, but the approval of the density transfer. In short, the proposals are dependent upon one another and cannot be separated for public hearing or deliberation purposes by either the city staff or the Hearing Examiner. This is made clear by Chapter 21.36 of the City of Woodinville Municipal Code.

The interconnected nature of these two proposals is also evident from the combined EIS that was prepared. Further, separate review in two hearings and two decisions ignores the fact that these are essentially one proposal. Washington law has repeatedly rejected piecemeal decision making in the manner contemplated here. Thus, in *Merkel v. Port of Brownsville*, 8 Wn. App. 844, 851, 509 P.2d 390, 395 (1973) our Court of Appeals noted "the frustrating effect of such piecemeal administrative approvals upon the vitality of law intended for environmental protection."

With two separate hearings, it is clear that there would be insufficient time to allow for public input. By the time staff and the applicant, bearing the burden of proof on both the rezone and plat portions of the hearing, make their presentations (with cross examination by interested parties), it is likely to be late in the evening before the public will have the opportunity to make presentations. There is substantial public interest in this project, indeed there were 900 individual comments on the draft EIS from 116 sources identifying 77 individual issues. If anywhere near this number of persons attend these hearings, the hearing could last virtually all night. This is not only patently unfair, it appears intended to stifle and limit public comment. Of course, with the City's late decision to have separate hearings, members of the public will have to attend two hearings instead of one. There will of course be substantial difficulty in testifying concerning the several

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cumulative impacts of the proposals, including such matters as traffic impacts.

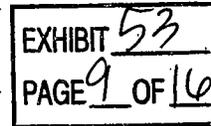
In addition, because the approval of the TDRs from the Wood Trails site is dependent on rezone, preliminary plat and TDR approvals, no hearings on the Montevallo proposal - dependent on the transfer of development rights - can proceed until the Wood Trail proposal is decided by the Hearing Examiner and City Council. Holding hearings on the Montevallo proposal, obviously inconsistent with not only the current R-1 zoning, but even the proposed R-4 zoning if no TDRs are approved, is a ridiculous and illegal proposition. See *Loveless v. Yantis*, 82 Wn. 2d 754, 760-61, 513 P.2d 1023 (1973) (preliminary plat must be rejected if it contains clear zoning violations). See also *Friends of the Law v. King County*, 123 Wn. 2d 518, 528, 869 P.2d 1056 (1994).

In addition, CNW is concerned that the city staff is attempting to make decisions that belong to the Hearing Examiner, as a quasi-judicial official. For example, CNW has filed, and paid the filing fee for, an appeal of an interpretation decision made by the City. However, as far as we know, the City is sitting on this application and it has not been placed in the hands of the Hearing Examiner to begin the appeal process. This has been a pattern of City staff who refused to issue an interpretation on the procedural issues for months.

Further, the notice for the separate public hearings stated that:

The hearing examiner will make a final decision on the preliminary plat, and any approval of the preliminary plat will be expressly conditioned and contingent upon the City Council's approval of the rezone.

The ultimate decision on these legal matters is not up to the City staff, but to the Hearing Examiner, unless there has been some direction given to the Hearing Examiner by the staff which has not



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DEVELOPMENT SERVICES

been made public. Further, you now seem to be directing a result that resolves the issue of our interpretation appeal in the City's and applicant's favor.

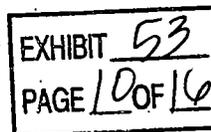
Indeed, in recent messages that you have sent to members of the public concerning these issues, you have stated:

Because the preliminary plats are separate proposals the hearing examiner will make separate decisions. However, he will assess all impacts during his deliberations, including cumulative impacts from both projects. He will not miss items because they are separated. I will talk with the hearing examiner about this issue-- there are a number of ways he can overcome the dilemma.

(Emphasis supplied.) This apparent attitude that the city staff can have ex parte communications with the Hearing Examiner is an obvious violation of the appearance of fairness doctrine and due process requirements.

In summary, the procedures for the hearing as set forth in recent notices and procedures followed by the city staff are contrary to law and to the responsibility owned by the City to provide fair hearings for its citizens. The manner in which these proposals are being handled by the City now appears to violate due process and appearance of fairness standards. Accordingly we demand that city staff take the following actions:

- a) rescind the public notices recently issued and reissue notices that call for consolidated hearings on the WT/M proposals;
- b) provide sufficient hearing time, with sufficient notice to the public, to accommodate staff, applicant and public presentations during reasonable hours (not into the middle of the night);



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DEVELOPMENT SERVICES

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- c) that the city staff cease making decisions on procedure and substance that are properly within the jurisdiction and authority of the Hearing Examiner;
- d) that the city staff immediately engage the Hearing Examiner to address the previously filed interpretation request and other procedural issues concerning the hearing;
- e) that if the staff does not rescind its notices for separate hearing, the hearings now scheduled be continued to a future date allow sufficient time for presentation; and
- f) that if the staff does not rescind its notices for separate hearings, the hearing for the Montevallo proposal be continued to determine if the rezone, plat and TDR proposals for Wood Trails are approved, and if not, to cancel such hearings and plat review.

Thank you in advance for your prompt attention to these important issues.

Sincerely,



J. Richard Aramburu

JRA/py

cc: Zach Lell, City Attorney
Concerned Neighbors of Wellington

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PAGE 1 OF 16

Susie McCann

From: Kerry Kunnanz [kerryk2@verizon.net]
Sent: Sunday, March 11, 2007 9:56 PM
To: Susie McCann
Subject: Proposed development in the Wellington neighborhood

Hello,
I live in the Wellington neighborhood. My address is 24306 80th Ave. SE, Woodinville.
I am concerned about the proposed development in the Wellington neighborhood.
My chief concern is the amount of traffic that will be generated if 100+ homes are allowed to be built in this neighborhood. The streets are 2-lane, and some do not have adequate shoulders. There is inadequate road design to accomodate this amount of additional traffic.
I am also concerned about the loss of wetlands, trees, and wildlife.
Rezoning would be a detriment to our environment.
The city of Woodinville does not need to rezone this area in order to be compliant with the Growth Management Act.

Please consider these factors.

Sincerely,

Kerry Kunnanz

COPY

ORIGINAL
WT/MT FILE
SD FILE
EXHIBIT 53
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To: Council Members; City Planners of the Basin Boundaries: Mick Monken and Cindy Baker
From: Robert A. Harman, resident geologist 14949 N.E. 202nd St.
Topic: Basin Boundaries do not follow drainage divides that would form the basis of engineering, hydrologic & geologic planning concerns

The use of DRAINAGE DIVIDES are important in assessing ditch & street water flow directions, erosion & sedimentation directions, potential gravity sewer flows, and reasons for observed wetlands. Attached are two maps that show your map does not follow the observable & topographic slopes or drainage divide ID's. **The Lake Leota-School Basins have a major errors in the extension into the opposite side of their divide (down 90 feet) and the unjustified large area around Lake Leota that really belongs to the School Basin.** This does not lessen the importance of the Leota Basin since the greater pressure gradients caused by adjacent hills increase the discharge flow rates into Lake Leota compared to the School Basin. If Lake Leota is given consideration for a R-1 density than so should the School Basin and Golf Course Basin.

I'm not sure why you call the basin Golf Course Basin when your map includes only the Wellington Hills area. **You have excluded on your map the smaller area of the Golf Course area that extends into Snohomish County.** The residents of the 202nd Street area dug through their park wetland a drain 32 years ago to help create several homes with adequate septic tank flow. A sediment fill had to be placed on the two of the nearest to the park homes. The city does not know that the **low point is in the back area of our park and your basin divide going through the park center only represents a basin rise.** We were planning to route the pipe to 153rd Ave in order to insure a dry park but log debris discouraged this longer path. I've told residents to observe the ditch flow on 153rd Ave that **goes in the opposite direction that your city map shows.** All you have to do is go to the intersection of 202 & 153 and you will observe the downhill direction. Also, a walk from the western 201 St towards 153 you will notice the elevated homes that slope towards 202 but change when the divide bisects east of the 201-153 intersection (despite ditch flows towards the park where street floods have occurred).

Also enclosed are photos of the **Golf Course Canyon wetland creek that can have the highest discharge rates with cobble beds in the moratorium area.** The consultants who have never made any measurements of Little Bear Creek or the Golf Course Canyon creek exclaimed they could not except the third comparison of its rate for the January 26th flows. The 68 cfs Little Bear Creek compared to the projected maximum of the wetland 20 cfs is 30%. This comparison was made nearly a month after of no rainfall when major stream discharges are low. If measurements are made during the same time that the projected maximum was made the 30 % would probably be reduced to less that 5 percent. **The reason for this comparison was to demonstrate that large discharges can take place in the wetland creek that would then disrupt culverts or introduce excess sediment into the industrial park that then may impact Little Bear Creek, an important fish run stream like Cold Creek.**

The consultant reports or FEIS do not illustrate the Golf Course Wetlands. The wetlands have not been classified by their expert or the D.O.E. wetland experts. This site has a larger area than the Lake Leota lake-fringe area, also impacts salmon, and is critical to the survival of wildlife during the dry summer months for drinking water. This wetland should be classified as a class 1 wetland.

The enclosed map of the wetland should have development setbacks due to the wetland and the adjacent erosion- landslide hazard steep slope areas. The FEIS does not explain why slopes suddenly increase exactly where the dense water loving cedar increase and blue clays appear to be important as earthquake stimulated landslide slip surfaces. A geophysical study should be made on the Hillside Basin areas since such topographic features are present.

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SCHOOL BASIN

MAXIMUM RECORDED cfs / ONE MONTH NO RAIN VA
Mostly maximum November 16 2006 vs one month record on February 1, 2007
MAX / NO RAIN %

LEOTA BASIN

GOLF COURSE BASIN

156TH AVE N.E. TRAFFIC CONCERNS

HILLSIDE BASIN

7.5%
0.56 / 0.042

0.028 / 0.025
4.0%

0.278 / 0.0139
5.0%

6.95 / 0.02
30%

0.115 / 0.00046
40%

3.75 / 0.60
16.0%

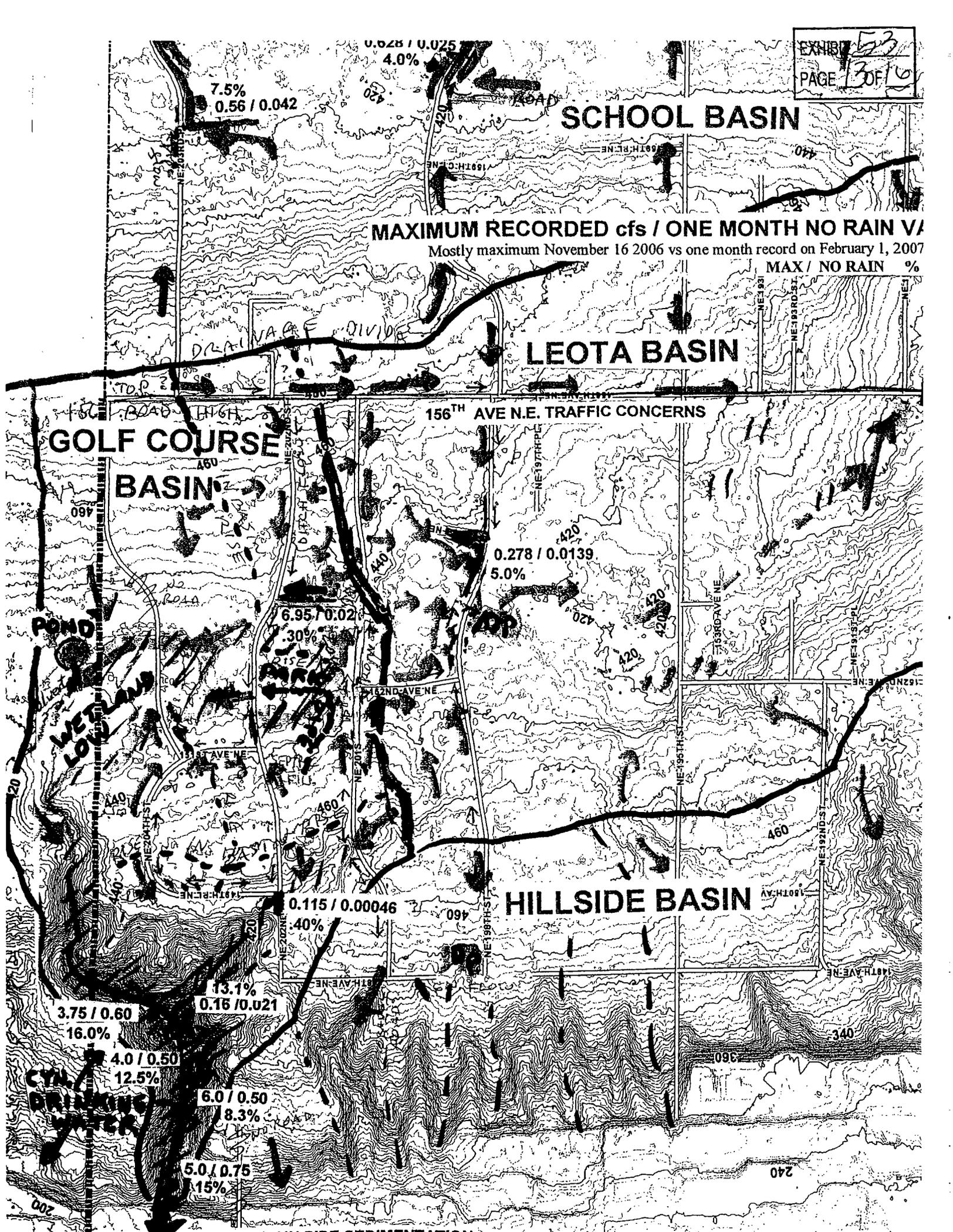
13.1%
0.16 / 0.021

4.0 / 0.50
12.5%

6.0 / 0.50
8.3%

5.0 / 0.75
15%

CYCLING
DRINKING
WATER



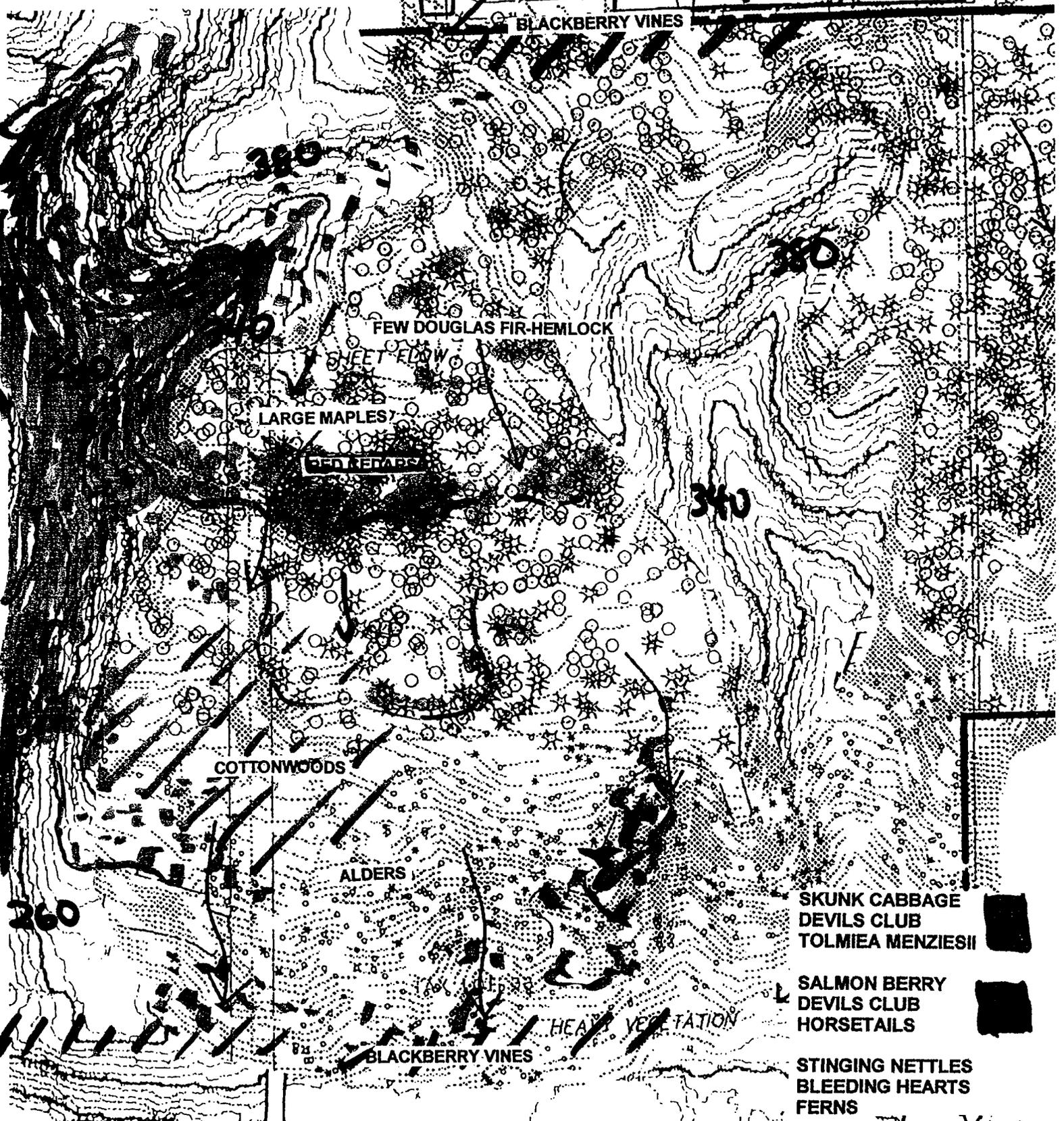
SHOVEL 7 FT WIDE IN A 2 FT HIGH CREEK BED
IF FLOW IS 3 FT/SEC THEN 48 CFS

IN THE WIDER 24 FT COBBLE BED 24 FT BY 1 FT HIGH
IF FLOW IS 2 FT/SEC THEN 48 CFS OR 100% L.B.CK.
COBBLE BAR 8" HIGH ABOVE CREEK SO
AT LEAST 6" HIGH FLOW OR 24 CFT 50% L.B.CK

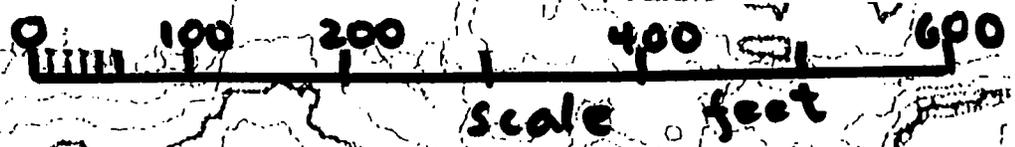
WETLAND BUFFER SETBACK

EXHIBIT 53
PAGE 5 OF 14

12" CA



SHEET FLOW INTO
INDUSTRIAL PARK



- SKUNK CABBAGE
- DEVILS CLUB
- TOLMIEA MENZIESII
- SALMON BERRY
- DEVILS CLUB
- HORSETAILS
- STINGING NETTLES
- BLEEDING HEARTS
- FERNS

EXHIBIT 53
PAGE 10 OF 16

SCHOOL BASIN
GLACIAL TIME ICE SHAPED UPLAND BASIN

GROUND WATER FLOW NO VE

LAKE LEOTA BASIN
GLACIAL TIME ICE SHAPED UPLAND BASIN
GROUND WATER FLOW

GOLF COURSE-WELLINGTON HILLS BASIN
LARGE DRAINAGE AREA EROSION CANYON
YEARLONG STREAM FLOW

DRUMLIN-GLACIAL ADVANCE DIRECTION

HILLSIDE BASIN
POST GLACIAL RAVINE EROSION

ANCIENT



March 13, 2007

COPY

Susie McCann
Development Services Department
City of Woodinville
17301 133rd Ave NE
Woodinville, WA 98072

RE: Comment on FEIS for Wood Trails/Montevallo

Dear Ms. McCann:

The FEIS does not adequately address comments we submitted (2/28/2006) on the DEIS for the proposed Wood Trails project. Also, several items noted within the FEIS are misleading, either by an oversight or inadequate study.

Inadequate road designs and traffic mitigation

Several rural access roads have been proposed for Wood Trails within both the R-1 Zoning alternative and the R-4 Zoning alternative. The proposed R-1 Zoning alternative incorporates 4 local access streets while the R-4 Zoning alternative has only 2 local access streets. By documenting the inadequacies of two access streets (NE 195th and NE 202nd) around which the R-1 Zoning alternative is designed, it would appear that the proposed designs have been written with an extreme bias supporting the R-4 Zoning alternative. If only two access roads provide entry for the R-4 Zoning alternative, then surely a project design with only 2 access roads for the R-1 zoning alternative can and must also be made! It appears to us that the exclusion of the R-1 Zoning alternative with 2 access roads is purposefully done to present an extreme bias for the R-4 Zoning alternative, trying to sway your decision away from the R-1 Zoning alternative.

a. Inadequacies of NE 195th Street and NE 202nd Street:

As stated in the FEIS: "*For the streets of NE 195th and NE 202nd, if access is not restricted from the new development onto these two streets (proposed to use bollards), then an acceptable mitigation measure to address the identified sight distance conditions shall be utilized as approved by the City of Woodinville Public Works Department.*"

We find it interesting that the developer's proposed R-1 plan shows access from both NE 195th and NE 202nd as well as NE 198th and NE 201st, while the proposed R-4 plan only shows access from NE 198th and NE 201st. It doesn't make sense to force more traffic on 50% fewer access roads with R-4 zoning!

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MAR 14 2007

CITY OF WOODINVILLE
DEVELOPMENT SERVICES

b. Removable Bollards

Within the current R-4 design (avoiding NE 195th and NE 202nd), removable bollards are proposed to block off 148th Avenue NE at the intersection of 195th Street. This intersection currently provides the only access to two family properties and one business. Is not this suggested "mitigation" of removable bollards to accommodate R-4 zoning at the expense of restricting emergency vehicles as well as current residents?

c. Sight Distance

It is well documented that all access streets have limited sight distance, especially NE 195th. Current signage on NE 195th reads: *Limited Sight Distance 15mph* and *Road Narrows 15mph*. The FEIS remarks that limited sight distance proposes "**significant adverse impact on all four of the existing local residential roads located between the site and 156th Avenue NE.** Once again, by limiting Wood Trails designs to only R-4 with 2 access roads and R-1 with 4 access roads, the developer has tried to persuade you to conclude that, because of road inadequacies, R-4 is the only viable option. Again, extreme oversight, purposeful or otherwise, on the developers part to not include an R-1 design with two access roads is unacceptable!

Pedestrian/Non-Motorized Facilities

The FEIS goes to great lengths to show that the R-1 Zoning Alternative (4 access roads) presents less desirable pedestrian roadways than the R-4 Zoning Alternative. (see attached). It is faulty, narrow reasoning to think that school children will not walk on 148th Avenue (roadway fronting all of Wood Trails to the east) and then travel on 195th Street to get to school or their bus stop. Under the R-4 Zoning alternative more students will actually be more likely to utilize the less desirable pedestrian roadways (NE 202nd Street and NE 195th Street)

We believe it is imperative that a zoning decision NOT be made solely on this less than adequate FEIS. By purposefully comparing only a Wood Trails R-1 Zoning alternative with 4 access roads, two of which are inadequate in several areas, with a Wood Trails R-4 Zoning alternative with just 2 "desirable" access roads, it appears to us that the developer has tried to "stack the deck" against the R-1 Zoning alternative.

We urge you to consider maintaining the current R-1 Zoning in an effort to lessen the impact to our local rural roadways and to maintain our "rural character" setting.

Thanks you for this opportunity for input on the FEIS for Wood Trails/Montevallo.

Sincerely,

George M. White
Sandra K. White

George and Sandra White
14818 195th Street
Woodinville, WA 98072

cc: Concerned Neighbors of Wellington

Susie McCann

From: Teddy Lopez [seattle_blues@hotmail.com]
Sent: Tuesday, March 13, 2007 12:16 AM
To: Susie McCann
Subject: Comments to the Draft EIS
Importance: High

To Whom It May Concern,

Greetings. I first saw Woodinville 10 years ago. Not so much development. A lot of vacant land full of trees and wild grass and flowers. And that was the image of Woodinville then that I have admired. And when I got the chance to buy a house, I decided to choose Woodinville as my first home in Washington. And so last 2001, I moved to Woodinville and have grown to love it. However, rapid developments in the city have changed my opinion about it. Before, I could see deers grazing the vacant land and one time were roaming the street but NOT anymore. Before, there were heavily forested but NOT so much anymore. Before, I could get out of my driveway so easily without waiting for so much traffic on the street but NOT anymore.

Quality of life is NOT the same anymore today as compared to 5 or 10 years ago. And the proposed rezoning of the area from R1 to R4 is something that I am NOT in proposition. I have not against development as long as it is well thought of and planned. However, basing on the proposed land use, being a resident of Wellington with house along 156th Avenue NE, I have doubts about the rezoning. Unless I see more roads opened from East to West to accommodate the foreseen increase in traffic, I am strongly AGAINST the proposed plan.

I hope that you would reconsider revising your proposed plan to avoid serious negative impact on the quality of life here in Woodinville.

Best Regards,
Teddy Lopez

w/T Exhibit

COPY

EXHIBIT 56
PAGE 1 OF 1**Cindy Baker**

From: Julia Poole [japoole1@earthlink.net]
Sent: Tuesday, March 13, 2007 1:29 PM
To: Susie McCann; Cindy Baker; Fred Green; Barbara Poole
Cc: Council
Subject: Error in City Staff Report to the Hearing Examiner RE the Montevallo Preliminary Plat and Rezone Application
Importance: High

Dear Ms. Baker and Ms. McCann,

In the Staff Report to the Hearing Examiner RE the Montevallo Preliminary Plat & Rezone Application (as posted on the city's web site), the recommendation made by the city on p. 12 to have "development of the same size lots immediately adjacent to the site compatible with existing Wellington neighborhood lots or plant a 50 foot (this is an increased width) Type I Full Screen Buffer per Chapter 21 16.040 (1)" was not included in the final Recommended Conditions of Approval on p. 27-32 of the Montevallo report. Apparently this was just an oversight, as this same recommendation was included in both the body of the report and in the Recommended Conditions of Approval (under Landscape and Tree Retention) of the Staff Report to the Hearing Examiner RE the Wood Trails Preliminary Plat & Rezone Application. Please correct this omission to the Staff Report to the Hearing Examiner RE the Montevallo Preliminary Plat & Rezone Application before the hearings tomorrow and Thursday.

Thank you very much for your assistance.

Sincerely,

Julia Poole
japoole1@earthlink.net
EarthLink Revolves Around You.

c: Concerned Neighbors of Wellington, Woodinville City Council, Barbara Poole

Cindy Baker

From: Leroy Kuebler [kaynleroy1@verizon.net]
Sent: Tuesday, March 13, 2007 9:03 AM
To: Cindy
Subject: REZONING

Ms Cindy Baker
City of Woodinville

Dear Ms Baker,

We live in Wellington Hills Estates, and have since 1969. We are concerned about the proposed rezoning from R1 to R4 in and around our neighborhood. We are not in favor of the rezoning.

In our opinion, before any change of zoning is considered in Woodinville, the major roads in our neighborhood should be updated. To name a few roads would be the Woodinville-Duvall Hwy, Hwy 202, Hwy 9 and 156th Ave NE. It seems the Woodinville-Duvall road is already over capacity. You must also consider that these roads will take years to update particularly if additional right-of-way has to be purchased.

We watched the City of Redmond develop the plateau to the East without updating the roads. If you drive there any workday evening right now you will see the traffic backed up from the plateau West onto Avondale Road. Prior planning would have prevented most of the problem. In other words, lets not get the cart ahead of the horse. Woodinville has an opportunity to avoid the mistakes that Redmond made. It is not necessary to rush into this rezoning. Please take some time and wait until things can be done in an orderly manner.

Woodinville should take a very serious look at the consequences of going ahead with the new zoning to quickly. A well-planned development would be an asset to our community. Traffic gridlock will be a serious detriment, not to mention how the schools and other facilities in the city will be affected. What's the problem with one house per acre? Septic systems properly installed and maintained is a good thing rather than piping our treated sewer and wastewater into Puget Sound.

The Wellington Hills golf course will likely become a high-density housing or commercial development. We can't imagine what the ramification will be if the roads are not updated beforehand. Our hope is the golf course, even though it is not in the City, will stay as a golf course or become a beautiful park or a combination of the both.

You, as elected leaders, in our community should concentrate your maximum effort on making Woodinville a much better place to live. Please do not let developer's rush you into decisions we all may be sorry for later.

Thank you for your consideration of our viewpoint regarding the proposed rezoning.

Kay and LeRoy Kuebler
20255 149th PI NE
Woodinville, WA 98072

Susie McCann

From: Patricia Zulauf [buzzpatricia@yahoo.com]
Sent: Tuesday, March 13, 2007 5:58 PM
To: Susie McCann
Subject: R1 Moratorium

We live near Lake Leota, and would like to follow up on the suggestion that areas with 2 homes per lot be designated R2, and the rest be R1 or R4, depending on the area.

We would like to divide our acre into two lots, if possible, since we have an accessory dwelling approved by the City.

Thank you for the opportunity to share in this very important decision.

Albert (Buzz) and Patricia Zulauf

The fish are biting.

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COPY

Mr. Richard Leahy, City Manager
City of Woodinville
Woodinville, WA 98072

CINDY

RECEIVED
MAR 12 2007
City of Woodinville

LF 4:20p
3/12/07

March 12, 2007

EXHIBIT 60
PAGE 1 OF 10

Dear Mr. Leahy,

It was good to speak with you on the telephone last week regarding the City of Woodinville's ("City") failure to comply with WMC 17.11.030, Notice of public hearing. I have sent you two previous correspondences regarding this subject matter via E-mail which you apparently have not received (Copies of my two previous correspondences including proof of E-mail transmission is attached to the end of this letter, Attachment 1, Attachment 2)

Mr. G. Smith, the contract Hearing Examiner retained by the City to hear the Wood Trails and Montevallo Rezone and Preliminary Plat matters this week on Wednesday March 14th and Thursday March 15th respectively, in his March 8th, 2007 letter to Hill, Aramburu, Lell and Baker, incorrectly states that the matter of proper public notice has been cured, which is not the case.

This letter contains conclusive and incontrovertible evidence that the City has not complied with WMC 17.11.030. Further, when the non-compliance deficiencies were enumerated to the City, the City did not cure the non-compliance. This evidence has been placed into an evidence vault pursuant to the Federal Rules of Evidence, pending any necessary litigation to protect the rights of the Citizens and property owners in the R-1 zone. Thus, in form, matter and substance, the City remains non-compliant with WMC 17.11.030.

Wood Trails Deficiencies:

1. In the Notice of Continuation of Public Hearing, the provided map contains parcels for the development that do not match those of Public Record on the King County Parcel Viewer. This is clearly seen in Attachment 3, which was captured at the King County Parcel Viewer website on March 12, 2007, 1524 hours.
2. The posted signage located on Wood Trails has yet a different map that EXCLUDES a key parcel from the development, which causes the public to believe there will be no development adjacent to their R-1 property.
3. The posted signage located on Wood Trails has conflicting acreages to be developed posted on the same sign.

(See Attachments 4, 5, 6, 7 and 8)

Montevallo Deficiencies:

1. The City has Noticed TWO DIFFERENT STARTING TIMES FOR THE MONTEVALLO PUBLIC HEARING ON MARCH 15th, 2007. One notice, posted on the City's website stated that the Hearing starts at 7 p.m., and another notice states the Hearing starts at 6 p.m. This will cause some members of the public to miss the first hour of the Public Hearing. Copies of the City's website HTML source code have been captured and placed into the evidence vault.

Contrary to the statement of the Hearing Examiner, these matters remain uncured. A cure is required for the City to be in conformance with WMC 17.11.030. The following actions are required before a legal and legitimate Hearing may proceed:

1. The errors on the signs posted on the Applicant's property must be corrected.
2. The errors in identifying the parcels that are part of the Application(s) must be corrected.
3. The acreage of the total development size must be corrected.
4. The errors in the Public Notices that incorrectly state the starting time of the Public Hearing(s) must be corrected.
5. Any other requirements as specified by WMC, WAC or RCW for Public Hearings.

As you are aware, compliance is not optional, it is mandatory. WMC makes provision for bringing charges against City employees who willfully disregard the WMC. A short delay to cure these issues is strongly urged. WMC requires a minimum of 15 day Notice for rescheduling a Public Hearing and this is what is recommended, provided all non-compliance matters are cured.

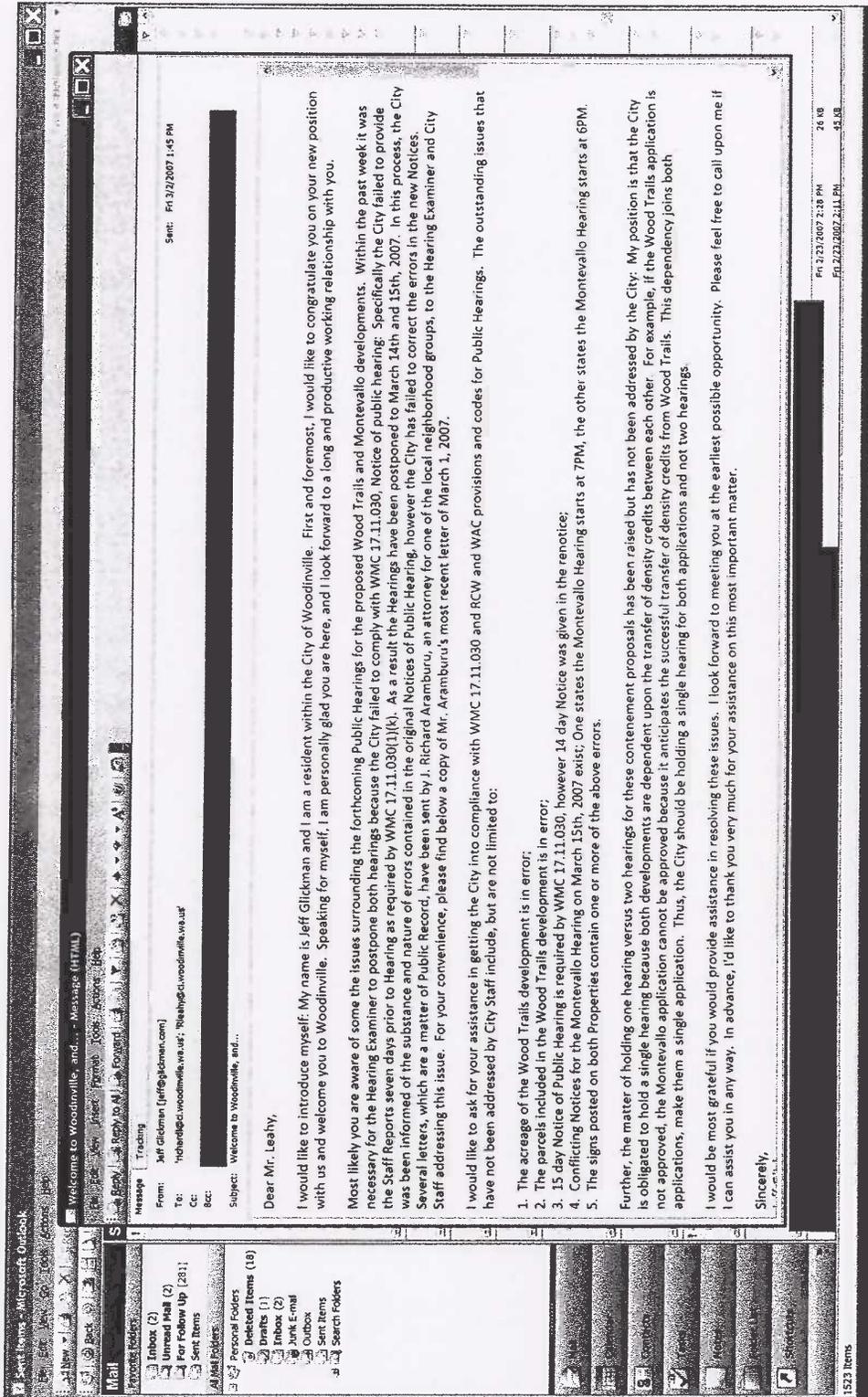
Thank you for your attention to this most important matter.

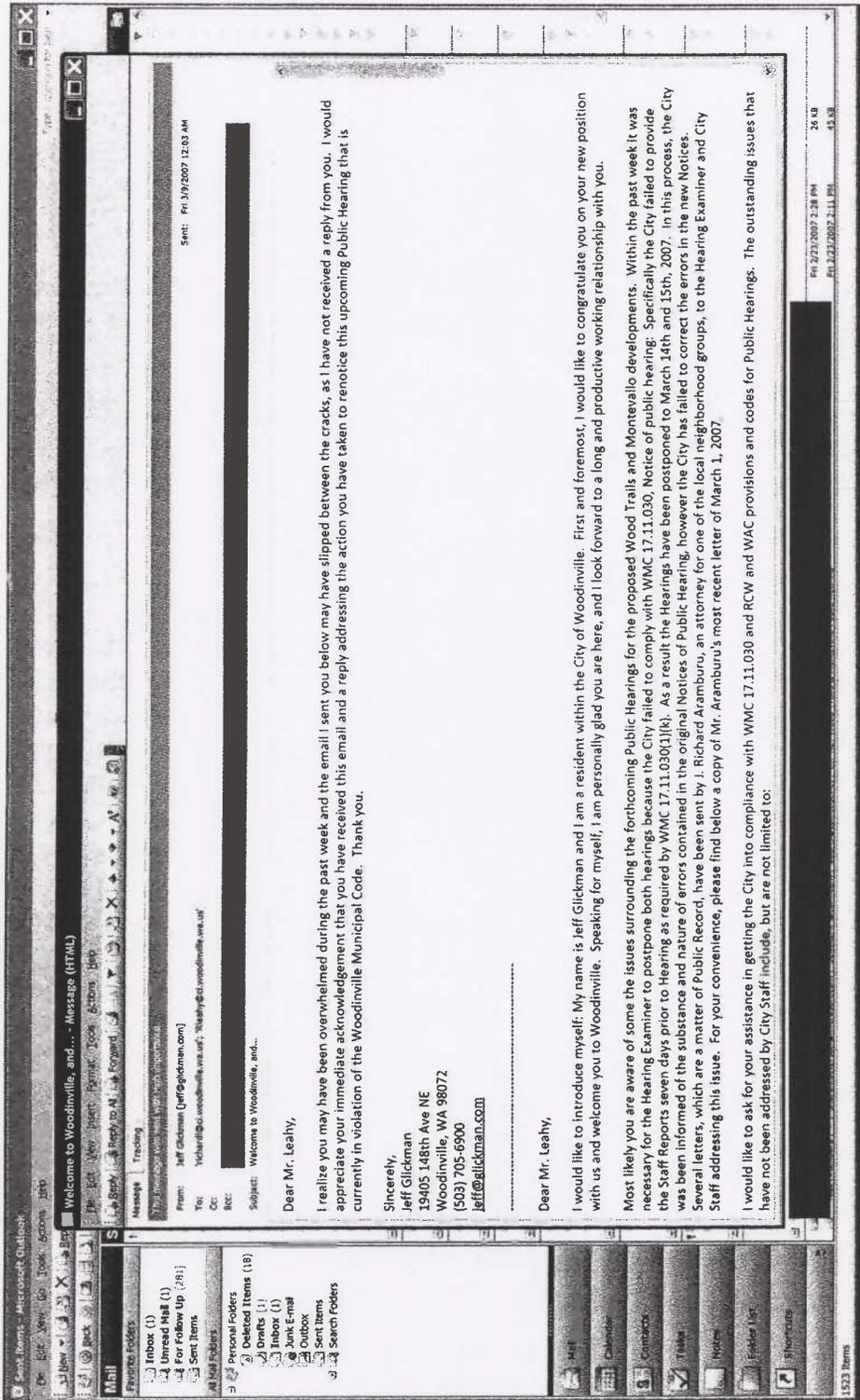
Sincerely,

Jeff Glickman
19405 148th Ave NE
Woodinville, WA 98072
(503) 705-6900
jeff@glickman.com

Attachments follow.

Attachment 1:





Attachment 3:

King County
Home News Services Comments Search

Parcel Viewer

One Parcel Found

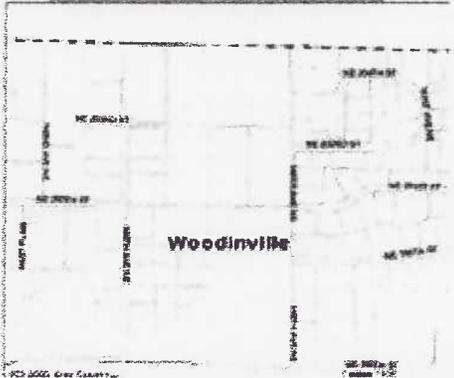
Parcel Number	Address
0526059123	19405 148TH AVE NE

Search Menu

1 Parcels Found:

Record #	
Parcel Number	0526059123
Address	19405 148TH AVE NE
Zip Code	98177
Taxpayer	GI IKIMAA JEFF + LAURA
Property Report	Available
Districts Report	Available
CEE 5 Permits	Available

Info Map Print Standard Mode Enhanced Mode
Content Tool: **Plan**



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Large Map

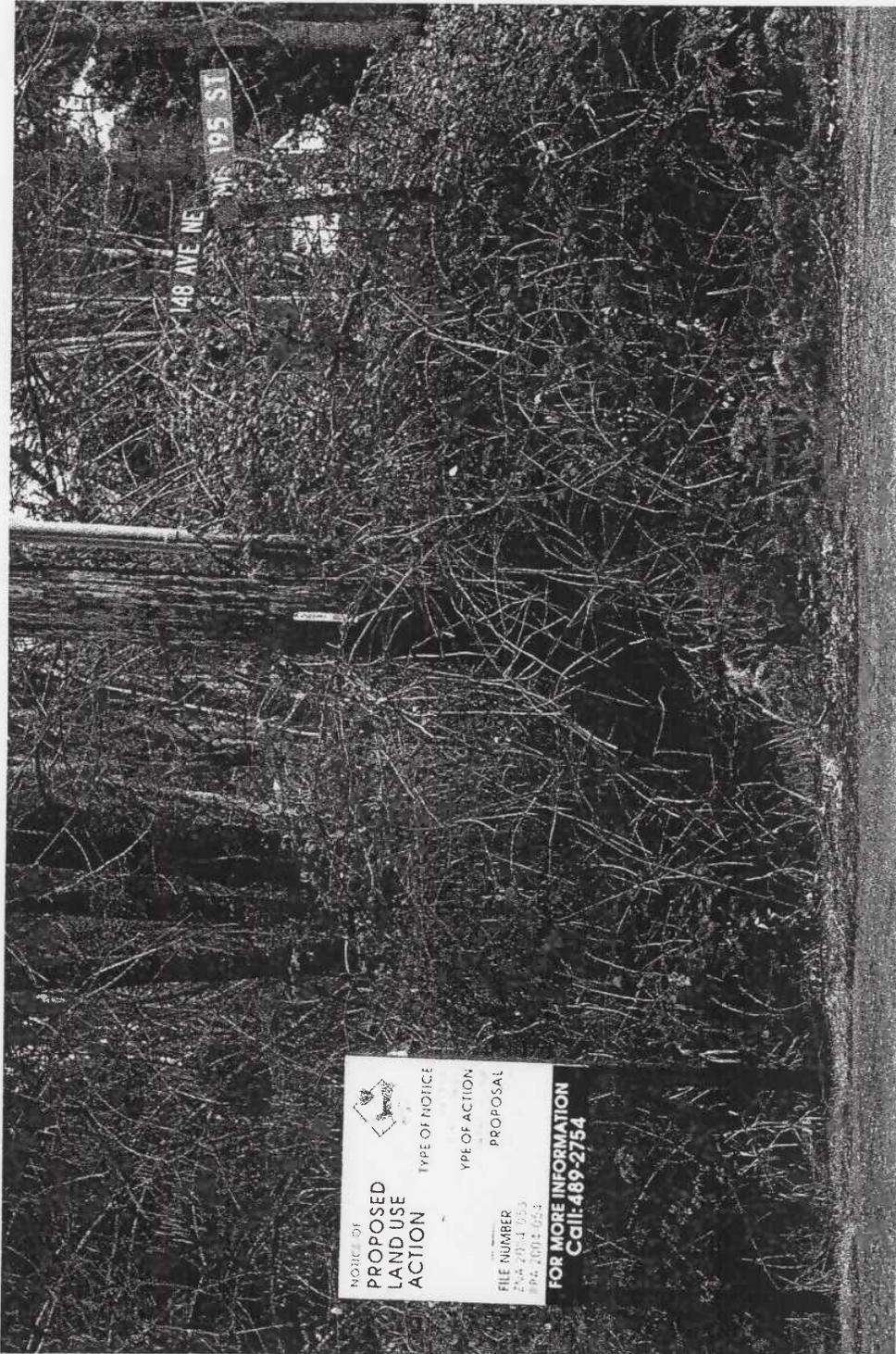
King County | GIS | News | Services | Comments | Search

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Attachment 4:

EXHIBIT 60
PAGE 6 OF 10





**NOTICE OF
PROPOSED
LAND USE
ACTION**



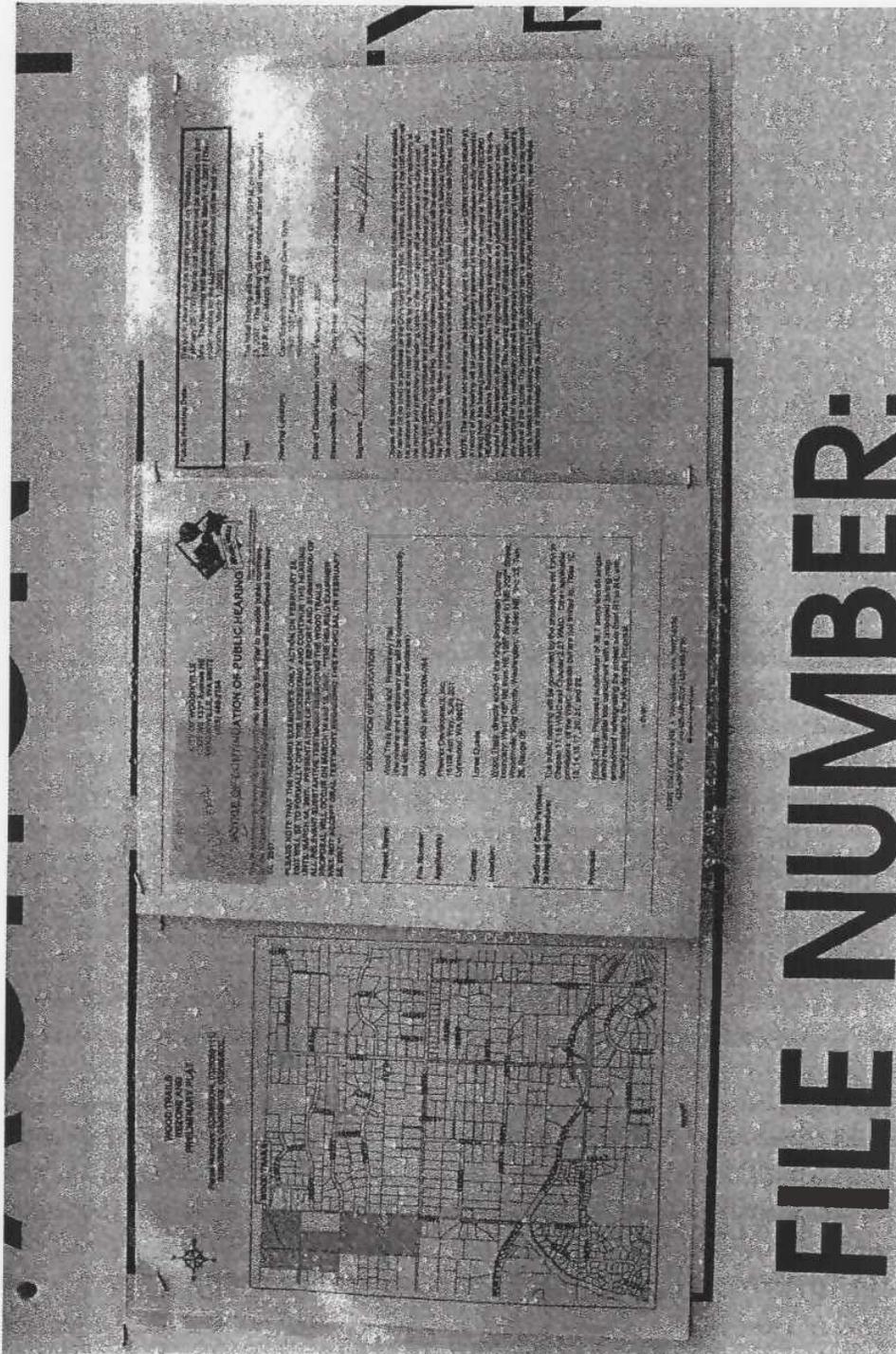
TYPE OF NOTICE:
NOTICE OF
PUBLIC HEARING

TYPE OF ACTION:
Rezoning & Preliminary Plat

PROPOSAL:
Proposed subdivision of 50.5
acres into 66 Single Family lots

FILE NUMBER:
ZNA 2004-053
PPA 2004-054

**FOR MORE INFORMATION
Call: 489-2754**



FILE NUMBER:

Attachments 8:

Wood Trails

CITY OF WOODINVILLE
17301 NE 133rd Avenue NE
WOODINVILLE, WA 98072
(253) 489-2754



NOTICE OF CONTINUATION OF PUBLIC HEARING

The Public Hearing before the Woodinville Hearing Examiner to consider public comment on the Rezoning and Preliminary Plat Application described below will be continued to March 14, 2007.

PLEASE NOTE THAT THE HEARING EXAMINER'S ONLY ACTION ON FEBRUARY 28, 2007 WILL BE TO FORMALLY OPEN THE PROCEEDING AND CONTINUE THE HEARING UNTIL MARCH 14, 2007. PRESENTATION OF THE STAFF REPORT AND SUBMISSION OF ALL RELEVANT SUBSTANTIVE TESTIMONY REGARDING THE WOOD TRAILS PROPOSAL WILL OCCUR ON MARCH 14 and 15, 2007. **THE HEARING EXAMINER WILL NOT ACCEPT ORAL TESTIMONY REGARDING THIS PROPOSAL ON FEBRUARY 28, 2007.**

DESCRIPTION OF APPLICATION	
Project Name:	Wood Trails Rezone and Preliminary Plat (the rezone and preliminary plat will be considered concurrently, but with separate criteria and decisions)
File Number:	ZMA2004-053 and PPA2004-054
Applicant(s):	Phoenix Development, Inc. 16108 Ash Way, Suite 201 Lynnwood, WA 98037
Contact:	Loree Quade
Location:	Wood Trails, directly south of the King-Snohomish County boundary, West 148 th NE from NE 195 th Street to NE 202 nd Street, Woodinville, King County, Washington. ¼ Sec NE, Sec 03, Twn 26, Range 05
Action of Code Pertinent Hearing Procedure:	The public hearing will be governed by the procedures set forth in Chapter 17.15 WMC and Chapter 2.27 WMC. Other applicable provisions of the WMC include but are not limited to, Titles 12, 13, 14, 15, 17, 20, 21, and 22.
Proposal:	Wood Trails: Proposed subdivision of 38.7 acres into 66 single-family residential lots concurrent with a proposed zoning map amendment redesignating the project site from R1 to R4, with density transfer to the Montevallo Proposal.

- OVER -

17301 133rd Avenue NE • Woodinville, WA 98072-8534
425-489-2700 • Fax: 425-489-2705, 425-489-2756
© 2007 Woodinville, WA

March 12, 2007

Mr. Richard Leahy
City Manager - City of Woodinville
17301 - 133rd AVE NE
Woodinville, WA 98072

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MAR 12 2007

EXECUTIVE OFFICE

Dear Mr. Leahy,

We all would like to take the opportunity to thank you for your time Thursday. An inventory of attendees unanimously thought our interchange to be engaging as well as candid. These are qualities we are pleased to have on board.

As each of us shared with you, we are acutely aware of the challenges you are facing. It is our intention to be at your service to support our mutual future successes in this community we call home.

In that regard additional information has come to our attention regarding one of the more immediate issues we shared with you at our meeting on Thursday. We feel it important to bring it to your attention as well as to the council and community.

This concern regards the chronic lack of proper legal notice according to WMC 17.11.030 of the Wood Trails and Montevallo Public Hearings originally scheduled on February 28th and March 1st.

We understand from Ms. Fessler's February 26th explanation at approximately 10:35PM during a specially held Woodinville City Council meeting, that the dates had been changed.

This particular city council meeting was not a regularly scheduled city council meeting but rather an additional scheduled special study group meeting. It was a study group on Sustainable Development.

The notice of this meeting was posted on the city website and not generally known by the community as a whole.

No one, including us, could have guessed that this meeting would include an announcement of the change of dates of the Montevallo and Wood Trails hearings from the subject matter of this meeting. Nor was this announcement included in the meeting agenda.

In addition, this announcement was made in the last 5 minutes of this meeting when approximately 70% of the original audience had already gone home to their families.

The placing of the actual notices on the public handout table was done at about the same time, 10:30PM.

There is some question as to whether Ms. Fessler would have engaged the announcement had it not been for a query by Councilmen Stecker just prior to the adjournment of the meeting at 10:38PM.

During our meeting we learned that the actual premise that precipitated the rescheduling of these hearings was due to defects in the legal public notice requirements on the original dates.

We shared with you a March 6th Email thread between Ms. Cindy Baker and Ms. Huso where Ms. Huso, an adjoining property owner to Montevallo, alerted Ms. Baker that the notices had not been updated with the new hearing dates. Further the noticed posted at the Woodinville Post Office had not been updated either.

As you know this is not within the 15 day notice requirement of WMC 17.11.030. At the end of this communication, the property postings were corrected but the post office postings were not. Although Ms. Baker was alerted March 6th, as of this morning, the notice at the post office still shows the hearing dates as 2/28 and 3/1.

Ms. Huso, who was present at our Thursday meeting, also shared that as a property owner within 500 feet of the property, she had never received any notices by mail as required by WMC 17.11.030 on the original hearing dates either nor these subsequent rescheduled hearing dates.

Where the argument exists that Ms. Huso is in fact in possession of knowledge of the hearings at this point, there is no way of knowing how many other property owners are not because of the failure to meet these gatekeepers.

Some absence of community outcry is quite likely a succinct reflection of lack of knowledge due to a result of this defect. This is the purpose behind legislation to prove transparency as for example in the Appearance of Fairness Doctrine.

During our meeting on Thursday we learned that it was believed a "*continuation*" rather than a "*rescheduling*" of the hearings relieved city staff of meeting public legal notice gatekeepers as required by WMC 17.11.030.

Further we learned the reason the hearing examiner was to be present to open the hearings on February 28 and March 1st was so the hearing could legally be defined as a "*continuance*" rather than a "*rescheduling*" to achieve the relief of these legal notice requirements.

City staff initiated the arrangement that the hearing examiner was to be flown over at city expense so he could officially lower the gavel at the dais although it ended up being facilitated by phone due to a negative response by council to this plan.

As we initially shared with you, we did not agree that this action would relieve city staff of the legally binding notice requirements as stated by WMC 17.11.030 as we feel it clearly states that gatekeepers must be met on a second hearing just as they would on the first.

Since our meeting however, there have been a number of additional and troubling concerns that have come to our attention that we feel you should be made aware of.

In reviewing the videotape of the February 26th meeting (see attached transcript) Ms. Fessler announced that, *"We have meeting notices being passed out to you just very briefly. There was a telephonic discussion this afternoon between the city attorney, the hearings examiner and the attorneys representing both the applicant for Wood Trails and Montevallo and the attorney representing the Wellington neighborhood. They all agreed that the hearings on these projects will be rescheduled. Those two notifications lay that out. The hearings examiner will be here on February 28th. He will open the hearing. He will immediately reschedule it to March 14th."* (See attached transcript)

Ms. Baker immediately jumped in and corrected Ms. Fessler's script.

Baker: "Continue it (emphasis added) - I'm sorry its us..."

Fessler: "Continue it! Thank you (looking at Baker) and uh he will do the same thing on Thursday uh March 1st continuing that hearing until those later dates March 14th and 15th."

You may notice from the transcript it was never shared with Council during this discussion that there was an intention to avoid requirements of legal notice to the public on this second meeting by facilitating a *continuation* rather than a *rescheduling*. Thus neither the Council nor the public were made aware of this fact.

In addition we have been made aware of a note that Ms. Fessler passed to Mayor VonWald during this February 26th meeting regarding this announcement.

Fessler advises Mayor VonWald that "it may be wise to give me (Fessler) the opportunity prior to public comments to explain the resolution the attorneys (all parties) & the Hearing Examiner reached today, plus pass out the revised hearing notice. This may resolve some of the issues & let it be known all parties have agreed prior to the folks making accusations."

Ms. Fessler goes on to inform Mayor VonWald that *"the notices will be available in a few minutes (8:30PM)."*

By 10:34PM none of Fessler's suggestions were acted upon by Mayor VonWald.

Our concerns are multiple.

- 1) If the notice requirements on the original dates were agreed upon as defective how is relieving staff from meeting any gatekeepers by employing a *continuance* going to cure that situation a second time?
- 2) The appearance (again) of misdirection, withholding of information, otherwise a technique known as "*steering*" of the city manager and council at the dais sourced by Ms. Cindy Baker is absolutely unacceptable and completely out of scope with her job description.
- 3) It is very clear Ms. Baker has used her position with the city to fulfill an unknown but separate agenda not commensurate with her charge of responsibility to the community, the council and the City of Woodinville
- 4) In doing so Ms. Baker has actively violated her fiduciary duties to the city and the public.
- 5) Given this lack of credibility on Ms. Baker's part, anything she has touched or been involved with should be immediately investigated, reviewed, overturned (if necessary) and/or redone. She has not only demonstrated a clear lack of competence but worse, a complete lack of loyalty, credibility and ethics.
- 6) Her bond should be activated to pay for employment of labor required to correct her actions.
- 7) Given the enormous importance of this issue to the community, the appearance of some active cooperation by Mayor VonWald is also deeply disturbing.
- 8) It remains obvious that the city still has not met proper legal notice gatekeepers of WMC 17.11.030 neither with the first scheduled hearings nor the second.
- 9) It is our intention to place this letter in the public record tonight, Monday March 12, 2007.
- 10) It is also our intention to place this letter in the public record during the Montevallo and Wood Trails public hearings both March 14th and March 15th.
- 11) Upon a possible failing of the Hearing Examiner to act up this information to commence an immediate cure of this defection, we, as a community, will be forced to file an official complaint as a violation under the Appearance of Fairness Doctrine and these violations of public trust against all parties made aware of this issue who failed to take the appropriate actions to correct it.

Again as you are quickly learning, these are only some of the issues facing your tenure at the City of Woodinville. As leaders of a great many community members, we sincerely apologize that you should be faced with such challenges while still acclimating to your new position. It is our hope you will prevail with strength and heart and we look forward to an easier time working together.

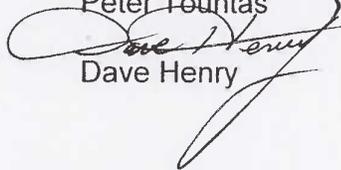
As the City Manager, we believe you may have the authority to either reschedule the hearings or to offer other reasonable solutions to cure this situation. In the absence of those possibilities, we would respectfully request that these hearings are rescheduled again, and ensure that proper notice of the hearings is given as required under WMC 17.11.030.

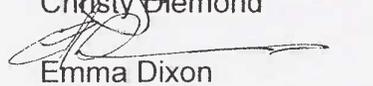
In view of the City's repeated and inexcusable past failures to give proper notice, we also request that you appoint a panel of community member ombudsmen to act as a check and gatekeeper for all future scheduling matters for the Wood Trails and Montevallo projects.

Yours truly,


Richard Block

Susan Huso


Peter Tountas

Dave Henry


Christy Diamond

Emma Dixon

Attachments:

Transcript of February 26th announcement
February note from Fessler to Mayor

Cc: Woodinville City Council
Woodinville Weekly
Mike Daudt

Transcript of Feb. 26, 2007 Announcement of hearing date change

Start - 10:35PM

Stecker: Yeah a report coming from the city manager on a particular issue.

Fessler: Oh yes we have... uh thank you. .. We have meeting notices um being passed out to you just very briefly. Um there was a telephonic uh discussion this afternoon between the city attorney, the hearings examiner and the attorneys representing both the applicant for ah Wood Trails and Montevallo and the attorney representing the Wellington neighborhood. Um they all agreed that the hearings on these projects will be rescheduled. Those two notifications lay that out. Um the hearings examiner will be here on February 28th. He will open the hearing. He will immediately reschedule it to would would March 14th

Baker: "Continue it" - I'm sorry its us...

Fessler: Continue it! Thank you (looking at Baker) and uh he will do the same thing on Thursday uh March 1st continuing that hearing until those later dates March 14th and 15th.

Stecker: Quick question - we're paying to have the hearing examiner fly from Spokane to here on two different occasions to do that?

Fessler: He's only flying once.

Roskind: Wha... Why can't it not be done on the same day?

Fessler: Well uh actually we talked about having it done telephonically. um having him present on the telephone. Ah he needs to do it. Um but our concern was that um it might... be more comfortable for folks to see a - a person rather hearing the voice over a telephone. And that's why. .. he's already has his ticket he was planning to come anyway and that's why he's coming over. Am...if you don't feel that's important. ... we can certainly reconsider it. But we felt it was important that... folks who do show up um... saw a real person rather than the voice...

Roskind: The the....

Stecker: (indiscernible- Roskind talking at the same time) what will the examiner tell them?

Roskind: My question I had was....

VonWald: (Recognizing Roskind) Councilmen Roskind

Roskind: Why can't you have them the same day? One at 7pm one at 9PM kinda thing? What'll stop that? What's the harm in that?

Fessler: If the hearings get over that quickly... but I doubt that that would be the case....that it would a chain (indiscernible) on top of a hearing....

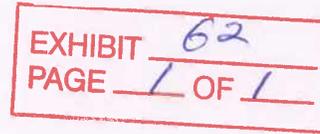
VonWald: K... council? ... thank you Ms. Fessler.. um no other business?... Um I would to before we adjourn the meeting thank Ms. Fessler for her... her months of service with us. And wish you well. We are going to miss you thank you very much uh and there's not other business this meeting is adjourned.
End - 10:38PM

Note from City Manager Fessler to Mayor VonWald:

Cathy -
The desire for public comment may be to allow comments on the Wood Trails - Montevillo Staff Report distribution delay.
It may be wise to give me the opportunity to explain the resolution the attorney's (all parties) & the Hearing Examiner reached today, plus pass out the revised hearing notice.
This may resolve some of the issues & let it be known all parties have agreed prior to folks making accusations.
I'll just want to see how you want to do it.
C
P.S. The notices will be ready in a few minutes (8:30 pm).

Cindy Baker

From: Jennifer Kuhn
Sent: Wednesday, March 14, 2007 2:48 PM
To: Cindy Baker; Sandy Guinn
Cc: Charleine Sell
Subject: FW: Wood Trails and Montevallo developments



From: AdeleTraverso [mailto:traversoalv@msn.com]
Sent: Wednesday, March 14, 2007 2:32 PM
To: Jennifer Kuhn
Subject: Wood Trails and Montevallo developments

Please submit this into the public record for the hearing examiner meetings on March 14 and 15. Thank you.

My name is Adele Traverso and I live just north of the King/Snohomish County line, east of 75th Ave. SE. My 600 foot long driveway intersects 75th Ave. and I am intimately familiar with the traffic patterns on 156th Ave. NE and 75th Ave. SE. I have lived at this address since 1993 with my husband and children, who attend Wellington Elementary and Leota Jr. High. Since 1993, there has been a gradual increase in the amount of traffic on our road, which increased rapidly after Costco opened. I object to the high-density development (greater than R-1) proposed for Wood Trails and Montevallo mainly based on the traffic problems it would cause for our road. I have to cross to the west side of 75th Ave. to retrieve mail from my mailbox. I have always felt like I had to take my life into my hands to do so, and would never let my children get the mail because of the speed of the traffic on that street, but since Costco opened I am unwilling to get my mail at all, except during the less busy traffic times of the day, between 10am and 3pm. I would never walk any distance on our street, ride my bicycle or allow my children to do either, due to the lack of sidewalks or shoulders, and the amount of fast-moving traffic. I think the groups of bicyclists who frequent our street on Sundays in the spring, summer, and fall are foolish to ride there. If there are high-density housing developments put in it at the Wood Trails and Montevallo sites, I expect the traffic to increase even more, and it is already at uncomfortable levels. I am not against development, but we need to be very careful to not overload our non-suburban streets with even more traffic. I consider this a safety issue in addition to the neighborhood character issue which has been addressed by others. Thank you for allowing me to submit these comments.

03/14/2007

Exhibit 63

Board – Compilation of Wetlands, Reconnaissance, and Inventories

(Page 1 of 1)

Available for review at City of Woodinville's Development Services's counter.

*Original
Sandy G 7/21/07*

Exhibit 64

Board – Wood Trails – Data Information

(Page 1 of 1)

Available for review at City of Woodinville's Development Services's counter.

*Original
Sandy G 3/21/07*

Exhibit 65

Board – Conceptual Wood Trails Site Plan

(Page 1 of 1)

Available for review at City of Woodinville's Development
Services's counter.

*Original
3/21/07
Sandy*

Exhibit 66

Board – Wood Trails Preliminary Grading and Utility Plan with easements highlighted in orange

(Page 1 of 1)

Available for review at City of Woodinville's Development Services's counter

*Original
Sandy G 3/21/07*

Exhibit 67

Board – Woodinville Neighborhoods (Wood Trails and
Montevallo land area highlighted)

(Page 1 of 1)

Available for review at City of Woodinville's Development
Services's counter.

*Original
3/21/07 Sandy G*

Exhibit 68

Board – Land Use: Residential Parcel Size (R-1 zoning) with
Montevallo and Wood Trails parcels highlighted

(Page 1 of 1)

Available for review at City of Woodinville's Development
Services's counter.

*Original 3/21/07
Sandy G*

Exhibit 69

Board – 2004 Topography of the City Woodinville, Lidar Source:
King County

(Page 1 of 1)

Available for review at City of Woodinville's Development
Services's counter.

*Original
3/21/07 Sandy*

Exhibit 70

Board – Wood Trails Preliminary Plat submitted 6/19/04 with
approximated steep slopes and wetlands outlined

(Page 1 of 2
And 2 of 2)

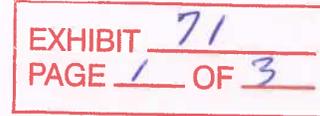
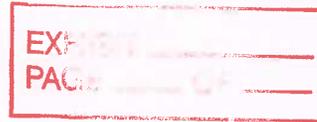
Available for review at City of Woodinville's Development
Services's counter.

*Original
03/21/07
Sandy G*

Cindy Baker

From: Cindi Stinson [crstinson@yahoo.com]
Sent: Wednesday, March 14, 2007 4:11 PM
To: Cindy Baker; Susie McCann
Subject: Wood Trails/Montevallo '07

City of Woodinville
 17301 133rd Ave NE
 Woodinville , WA 98072
 March 14, 2007
 Email: CindyB@ci.woodinville.wa.us
 Email: SusieM@ci.woodinville.wa.us



RE: Comment on FEIS for Wood Trails/Montevallo

Dear Ms. Cindy Baker:

I live at the crest of the hill on NE 195th street, a potential access street to the Wood Trails Development. The FEIS has identified 195th street as being deficient for stopping sight distance. 195th street should not be used as an access street for Wood Trails due to its many deficiencies.

We moved our family to 195th street because of the large private lots, dead-end-streets, quality of life, wildlife, character of the neighborhood and excellent schools. "City living, Country Style" was Woodinville's motto which drew us to Woodinville. These qualities are in jeopardy because of changes in city development. Please keep our city livable at its current state, do not be tempted by quick fixes.

The FEIS is inadequate because it does not fully address the true safety issues of traffic along 195 St. 198 St., 201 St., 202 St., 156th Ave. and Woodinville-Duvall Road; blind spots, dangerous topography, and limited site zones on potential access streets; alternative access from below or to the west from Hwy 9 and NE 200th Street or 144th Ave. NE; and keeping a R-1 rating for the Wellington area.

We live in a limited sight zone which is posted 15 mph which the FEIS does not address fully. As a parent of two active youths, I know the dangers of the limited sight zone in front of our house. I do not allow my children to walk to school because there are no safe pedestrian walk areas, sidewalks or cross walks, four limited site areas on 195th St. between our house and the school, plus no street lights. I drive my children to school to avoid these hazards which adds to the traffic volume.

The speed bump on 195th street, just east of NE 156 Ave. is a hazard for pedestrians. Cars try to drive around the bump by using the shoulder. This may slow down the cars a bit, but has created yet another pedestrian hazard. I would like the city to consider shaving the top of 195th street near 15009 to help with the sight problems. I caution everyone who enters/exits my property to be very careful while on 195th street. I never back-out of my drive way due to poor visibility. We have had countless near misses both trying to enter and exit our property .

03/14/2007

The FEIS does not adequately address left turn lanes. I sit at the 156th Ave NE./Wdvl-Dvl. Road intersection through one or two lights. If there is a bus or large truck in the left turn lane, it may be three lights before I can turn left. The back-up is extremely dangerous when you come up over the hill traveling south on 156 Ave. NE. A similar situation occurs at the left turn lane from Wdvl-Dvl. Road onto 168th Ave NE. The left turn lanes are inadequate to hold the current traffic during school times not to mention peak commuter hours. If an additional 132 houses are added to the area, traffic will increase. Common sense says the intersections I mentioned would continue to fail during peak hours.

The FEIS and the City seem to be using inadequate traffic stats. These stats should be measured again to completely measure the current traffic patterns and adjusted for proposed developments. I personally go South onto 156 Ave. 90% of the time to the grocery stores, sports fields, downtown area, movie theaters and schools. The "assignment" of traffic going North onto 156th Ave and turning onto 240th Street SE is absurd! 240th Street SE is a private road that cuts through a golf course. It is signed: Limited Sight Distance, No Shoulders, Local Access Only and posted 15 mph a majority of its length. 240th Street SE has deteriorated enormously since Costco opened. The city must address this substandard route and the stats surrounding it. The city must take into consideration the proposed housing development on Wellington Golf Course of 350 homes and how that is going to increase traffic loads into Woodinville within 3 years.

The FEIS does not address the substandard shoulders on 195th Street. I do not allow my children to play past our property line due to the lack of shoulders, dangerous topography, and limited sight problems. Many adults walk their dogs twice a day up and down the street. They walk on the road not the 0-4 foot shoulder the FEIS mentioned. The walkers and joggers exercise on the pavement because of the substandard shoulders. I place my trash can near the edge of 195th Street weekly. As indicated by the FEIS, this should be an adequate place for pedestrian traffic, yet my trash can has been hit several times. Once it was drug nearly 50 feet before the truck stopped to untangle it from its bumper. The shoulders are nonexistent, rough and not maintained. 66 new residences at the end of 195th street would represent at least a 600% increase in traffic in front of my house. If 10-12 houses were added that would only be a 100% increase in additional car trips per day. Either way the city must address this issue.

The FEIS is inadequate because it does not sufficiently address the alternative access from the West that Wood Trails could tap into. It does not address access from below Wood Trails at 144th Ave. NE or Hwy 9 and NE 200th Street. This would eliminate the approximately 800 trips up and down the current streets generated by the proposed 132 houses. A west access or access from below would eliminate further congestion at the Woodinville-Duvall/156th Ave NE intersection, plus, it is a quicker route for emergency vehicles.

The FEIS is inadequate because it does not adequately address the R-1 zoning to its fullest potential. January 2006 an R-1 property at 14808 NE 192nd Street sold for \$469,000.00 without improvements and for the full price according to the MLS. Currently, this property is offering a \$1,999,000.00 house, which fits perfectly with the neighborhood. Common sense tells us that R-1 zoning causes 75% less environmental impacts, less traffic on our roadways and less potential for fatalities due to substandard roadways and pedestrians

walkways than R-4 zoning. R-1 zoning can be financially rewarding and must be fully addressed by the city and the planning committee.

The FEIS misrepresents what R-4 is: 4 dwelling units per acre. Wood Trails has a net residential area of 10.4 acres of land suited for building houses. If the other acres are unsuitable then they should not be considered when calculating the number of dwellings that can be built. The city must review this and not allow the density proposal or transfer of 19-lot density credits to other properties such as Montevallo. If Wood Trails has 10.4 acres of suitable land they should not be allowed to build the proposed 66 units (6 units/acre) under a true R-4 zone. In the ten acres adjacent to the Wood Trails potential development, there are approximately ten households, reflecting the current R-1 zoning. The build-out as proposed would completely change the character of the neighborhood, and would lower the value of the surrounding homes. Montevallo should not be allowed to increase density to more than R-2. Montevallo should not be given any density credits from Wood Trails.

The FEIS does not address the impact of school age children to the area. Wellington Elementary, Leota Junior High and Woodinville High School, which would potentially educate these students, are at their student limits. If 132 units with 3 plus bedrooms are added to the area, it would easily add 250 students to an already overcrowded school system. That is a 20-25% overnight increase in population at Wellington and Leota. **There are no bus routes on NE 195th Street as the FEIS indicates.** The city needs to address all the transportation, service, safety and added infrastructure issues to handle that huge change.

I understand that development happens, let's do it right the first time. R-4 would significantly increase traffic volumes and speed through this deficient area of multiply driveways, no shoulders, no lighting and sight problems which would be irresponsible and careless. Please keep our neighborhood character true to itself. Keep our motto: "City Living, Country Style".

Keep R-1 zoning.

Thank-you for your time.

Cindi Stinson
15009 NE 195 Street
Woodinville, WA 98072

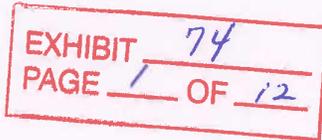
EXHIBIT	71
PAGE	3 OF 3

8:00? 8:25? 8:40? Find a flick in no time
with the Yahoo! Search movie showtime shortcut.

J. RICHARD ARAMBURU
JEFFREY M. EUSTIS

J. RICHARD ARAMBURU
ATTORNEY AT LAW
SUITE 209, COLLEGE CLUB BUILDING
505 MADISON STREET
SEATTLE, WASHINGTON 98104
(206) 625-9515 • FAX (206) 682-1376

Cindy
Conice
Ray
Charlene
Admin File
J. Hahn



February 22, 2007

Mr. Greg Smith
City of Woodinville Hearing Examiner
808 West Spokane Falls Blvd.
Spokane WA 00201

RECEIVED

FEB 26 2007

CITY OF WOODINVILLE
DEVELOPMENT SERVICES

Re: Public Hearing Procedures for Wood Trails and Montevallo

Dear Mr. Smith:

Thank you for your letter of February 20 concerning procedures for the Wood Trails and Montevallo proposals. As you are aware, this office represents the Concerned Neighbors of Wellington (CNW) a local group of citizens concerned with the subject proposals.¹ We have concerns and objections to the hearing procedures you have outlined and accordingly request that you take certain actions regarding this matter. We do believe that it is very late to be setting hearings procedures given the length of time this matter has been pending before the city (2 ½ years).

First, we understand that your responsibility will be to conduct quasi-judicial hearings. In this regard, ex parte communications between the Hearing Examiner and others regarding the hearing are inappropriate. While your letter, and this reply, is shared with interested parties (the CNW, the applicant and staff) your letter seems to indicate that you have received ex parte communications from others. Your letter states "Woodinville staff has informed me . . ." and "I have been told that . . .". CNW believes that such communications are inappropriate and violate the appearance of fairness doctrine.²

¹CNW does have a large membership, but it does not represent each resident or property owner in the affected area.

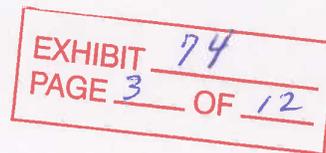
² Indeed, the rules under which your office operates in Spokane include communications between the Hearing Examiner and municipal officials under the definition of ex parte communications. See 96-0294, Spokane County Hearing Examiner Procedures, § 2(D).

This is especially true because the subject matter of these communications, as well as the length of time a person may speak at the hearings, is critically important to these hearings (as will be described below).

We ask that the substance of all communications with City of Woodinville staff be disclosed as soon as possible (before the hearing), that we have the opportunity to rebut such information and to make a request or motion for recusal following receipt of that information.

Second, and related to the foregoing, is the limitation that you intend to place on speakers at the hearing of three minutes for individuals and five minutes for groups. This matter has been pending for more than two years, and included the preparation of an EIS in which comments were provided from 116 sources. FEIS, p. 4-1. Given the importance of this hearing, setting an arbitrary time limit (apparently after ex parte staff communications) is inappropriate. There will be substantially no opportunity to present matters of factual or legal substance within the brief time allotted; such time limits will effectively marginalize testimony from speakers. Your letter also seems to indicate that there is some kind of a time limit imposed by the City for this hearing. If so, we request that the substance of such communication be placed on the record. The limits imposed are especially egregious when the public notice said nothing about time limits and there are apparently no rules adopted by the city concerning this subject matter. (Unlike other jurisdictions, the City apparently does not have Hearing Examiner procedural rules). Accordingly, CNW asks that you eliminate the provision of time limits for testimony and instead allow all testimony that is relevant and probative of the issues to be presented.

Third, as your letter indicates, the apparent purpose of hearings on February 28th and March 1st will be to hear both the rezones and the preliminary plat applications. CNW strongly believes that combining the rezone and plat into a single hearing is contrary to state law and the Woodinville codes. CNW contends that rezone issues should be decided (after public hearings, Hearing Examiner recommendations and Woodinville City Council decision) before any proceedings are held on the plats. Since November 2006 we have requested that the City of Woodinville issue an interpretation of its codes on these issues so that hearing procedures can be resolved before the actual hearing is held.



An interpretation was finally issued on January 30, 2007 and, following city procedures, CNW appealed the determination to the Hearing Examiner on February 2, 2007. A copy of CNW's interpretation appeal is attached hereto in the event that it has not been provided to you by the City. CNW has received no word as to when or who would hear this appeal.

Because you are the Hearing Examiner on Wood Trails and Montevallo, we ask that you now schedule hearings, briefing and quasi-judicial procedures to address and decide CNW's interpretation appeal. Because the outcome of the appeal will determine the scope of the hearings, we ask that you hear and decide this matter before any hearings are held on these applications. Accordingly, we request that the subject hearings be continued for a brief time to allow you to make a decision on the interpretation request. We are now, and have always been, prepared to meet a reasonably expedited time schedule to resolve this issue.

Fourth, your proposal is not only to drastically limit public hearing testimony, but also to allow both staff and the applicant to rebut the public hearing testimony of the citizens and neighbors. As a practical matter, this will allow staff and the applicant to delay their substantive presentations until after the public has testified. We object to this procedure and request that either no rebuttal be allowed or that the public have the opportunity to provide additional comments following the staff and applicant rebuttals.

Fifth, we appreciate your proposal to allow testimony on the two proposals at each night's hearing. CNW understands that such procedure will allow speakers to address both proposals in their testimony, as well as the cumulative impacts created by the two proposals; if this is incorrect let us know. However, none of this was explained in the public hearing notice issued just a few days ago, so that members of the public (who are not parties to this correspondence) will not be aware of the changes in hearing procedures. Accordingly we ask that the hearing be renoticed to give full information to the members of the public of the hearing procedures and that the hearings be continued for a brief time to allow for such amended notice.

Sixth, in our prior correspondence with the City we requested that a consolidated decision be made on the subject proposals because they are interrelated (the density of Montevallo is dependent on the approval of a transfer of development credits from Wood Trails which is in turn dependent upon rezone and plat approval). CNW asks that you make a consolidated decision on the two proposals as stated in my correspondence with the city dated February 13, 2006 which I believe that you have.

Seventh, in addition to deficiencies in the hearing notices already described above, there are two other deficiencies. Both notices state that the staff report for each proposal will be available for public inspection and review seven days before the hearing. However, the Wood Trails staff report was not available on February 21 as required. In addition, the map that accompanied the printed public notice and that found on the website showed the Wood Trails proposal as not including tax lot 42. The legal descriptions on the map similarly do not show the parcel number for that parcel. The map indicates that there will be no development on that lot, which is just across the street from several residences. Prior submissions have shown tax lot 42 as a part of the Wood Trails proposal, but CNW is unaware of whether the proposal has been changed, especially without timely receipt of the staff report. Accordingly, we ask that a new public notice be issued with the correct description of the proposal.

Further, the map shows the Wood Trails proposal extending to the north but, according to the FEIS, that part of the property was excluded from the proposal. Indeed, the legal descriptions on the Wood Trails maps show tax lots 32 and 45 included in the proposal, but they are not according to the FEIS.

Finally, your letter indicates that CNW should contact you if we desire a prehearing conference. Such a hearing would probably be helpful, however, coming so late in the process (a week before the hearing), it is questionable whether it would be helpful unless the Hearing Examiner is prepared to make prehearing decisions of the nature requested herein.

Thank you in advance for your consideration of our requests. I apologize for the numerous issues presented by this letter and the close proximity to the hearing, but your appointment by the City at this late date has created timing issues.

February 22, 2007
Page 5

EXHIBIT 74
PAGE 5 OF 12

Thank you for your consideration of our comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard Aramburu", written in a cursive style.

J. Richard Aramburu

JRA/py

RECEIVED

JAN 31 2007

LAW OFFICES
J. RICHARD ARAMBURU

J. Zachary Lell

January 30, 2007

VIA FACSIMILE AND U.S. MAIL

EXHIBIT 74
PAGE 6 OF 12

J. Richard Aramburu, Attorney at Law
Suite 209, College Club Building
505 Madison Street
Seattle, WA 98104

Re: Wood Trails/Montevallo Rezone and Plat Applications
Request for Administrative Interpretation

Dear Mr. Aramburu:

Please accept the following as the City of Woodinville's response to your letters dated November 28, 2006, December 19, 2006 and January 18, 2007, regarding the plat and rezone applications currently pending for the Wood Trails and Montevallo development projects. Cindy Baker, the City's Development Services Director, has spent much of the past six weeks out of state dealing with the unexpected passing of her father. I would ask that you and your clients remain respectful of Ms. Baker's loss in future communications with her. I would also ask that you consider the practical impact of the recent storms, power outages, holiday season and other circumstances upon the City's priorities and resources.

You have requested an administrative interpretation regarding the procedure the City intends to utilize in processing the above-referenced development applications. The staff report that will be prepared and distributed prior to the February 28 - March 1, 2007 public hearing on this matter will include the Director's analysis of all relevant procedural requirements. Summarized, applicable City regulations designate both preliminary plat applications and site-specific rezone requests as Type III project permits subject to review and a public hearing before the hearing examiner. See WMC 17.07.030. The examiner makes a recommendation to the City Council regarding rezone requests and renders a final decision on preliminary plat applications. See WMC 17.07.030; WMC 21.42.110(2). Where — as in the Wood Trails/Montevallo matter — a project proponent requests consolidation of two or more permit applications for the same development, both City regulations (Chapter 17.07 WMC) and state law (Chapter 36.70B RCW) allow the permits to be processed simultaneously in a single open-record hearing.

Your November 28, 2006 letter correctly notes that both the Wood Trails and Montevallo subdivision proposals contemplate residential densities obtainable only through a rezone. Both plats thus depend upon the applicant's concurrent zone reclassification requests, which if

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J. Richard Arumburu, Attorney at Law
January 30, 2007
Page 2

EXHIBIT 74
PAGE 7 OF 12

approved by the City Council would elevate the subject parcels to an R-4 density level. The crux of your November 28 letter contends that the City must postpone its hearing regarding the Wood Trails/Montevallo subdivision applications unless and until the Woodinville City Council has approved the applicant's requested rezones.

The City respectfully disagrees with your position. Chapter 36.70B RCW provides for optional consolidation of multiple project permits that are related to the same underlying development proposal, and requires a single, consolidated open-record hearing in such circumstances. *See* RCW 36.70B.120. The statute expressly defines "project permit" to include both subdivisions and site-specific rezones that do not require a comprehensive plan amendment. *See* RCW 36.70B.020(4). Under your suggested approach, the plat applications and rezone requests for the Wood Trails/Montevallo developments would be subject to *separate* sequential hearings — a result facially inconsistent with the consolidation mandate of Chapter 36.70B RCW.

With specific respect to the Wood Trails/Montevallo proposals, any hearing examiner approval of the applicant's proposed plats (at the requested R-4 density level) would necessarily remain contingent upon the Woodinville City Council's approval of the developer's rezone requests. As explained above, this approach comports with both state law and local regulations. To the extent that your clients ultimately disagree with the City's procedures, they may note their objection for the public hearing record and file an appeal on this basis. As the City construes its development procedures, the hearing examiner's decision regarding a preliminary plat is subject to a closed-record appeal before the Woodinville City Council, while the Council's decision on the applicant's rezone request is appealable to the King County Superior Court via the Land Use Petition Act.

I hope the above clarifies the City's position regarding the decisional process for the Wood Trails/Montevallo proposals. With respect to a related matter, the Woodinville City Council was listed as a courtesy copy addressee of your January 18, 2006 letter. As you are aware, the Wood Trails/Montevallo rezone requests are currently pending in a quasi-judicial proceeding that will ultimately involve the Council's determination. Please refrain from further contacting the City Council concerning this matter without my express prior authorization. Thank you in advance for your full cooperation in this regard.

Very truly yours,

OGDEN MURPHY WALLACE, P.L.L.C.



J. Zachary Lell

JZL:

cc: Cindy Baker
Rich Hill

17.17.040 Closed record decisions and appeals.

(1) Type II, III, or IV Project Decisions or Recommendations. Appeals of the hearing body's decision or recommendation on a Type II, III or IV project permit application shall be governed by the following:

(a) Standing. Only parties of record have standing to appeal the hearing body's decision.

(b) Time to File. An appeal of the hearing body's decision must be filed within 14 calendar days following issuance of the hearing body's written decision. Appeals and the appeal fee shall be delivered to the Planning Director by mail or personal delivery before 5:00 p.m. on the last business day of the appeal period.

(c) Computation of Time. For the purposes of computing the time for filing an appeal, the day the hearing body's decision is rendered shall not be included. The last day of the appeal period shall be included unless it is a Saturday, Sunday, a day designated by RCW 1.16.050 or by the City's ordinances as a legal holiday, then it also is excluded and the filing must be completed on the next business day.

(d) Content of Appeal. Appeals shall be in writing, be accompanied by an appeal fee, and contain the following information:

(i) Appellant's name, address and phone number;

(ii) Appellant's statement describing his or her standing to appeal;

(iii) Identification of the application which is the subject of the appeal;

(iv) Appellant's statement of grounds for appeal and the facts upon which the appeal is based;

(v) The relief sought, including the specific nature and extent;

(vi) A statement that the appellant has read the appeal and believes the contents to be true, followed by the appellant's signature.

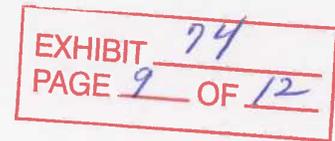
(e) Effect. The timely filing of an appeal shall stay the effective date of the hearing body's decision until such time as the appeal is adjudicated by the Council or withdrawn.

(f) Notice of Appeal. The Director shall provide public notice of the appeal as provided in WMC 17.11.030(2)(b)(i) and 17.11.030(2)(b)(iii).

(g) The Planning Director may, in his or her sole discretion, waive the appeal period for Type II development applications when a request for waiver is made by the applicant and property owner and then only when the applicant and property owner are the only parties of record with standing. Request for waiver must be made in writing and must state the reason for the requested waiver. (Ord. 379 § 5, 2004; Ord. 143 § 1, 1996)

J. RICHARD ARAMBUR
JEFFREY M. EUSTIS

Attorneys at Law
505 Madison Street, Suite 209
Seattle, Washington 98104
(206) 625-9515 Fax: (206) 682-1376



February 1, 2007

City of Woodinville Hearing Examiner
Attn: Cindy Baker
17301 - 133rd Avenue NE
Woodinville WA 98072

Re: Appeal of Interpretation dated January 30, 2007 to City of Woodinville Hearing Examiner and Request for Expedited Review or Continuation of Public Hearings.

Dear Hearing Examiner:

This office represents Concerned Neighbors of Wellington (CNW), a Washington non-profit corporation consisting of residents and property owners concerned with the Wood Trails and Montevallo rezone and plat application. On November 28, 2006, CNW filed a request for interpretation (attached hereto as Attachment A) relating to the interpretation of city ordinances regarding the processing of rezone and subdivision applications. On January 30, 2007, the City issued an interpretation concerning the CNW request which generally rejected the position taken by CNW. See Attachment B.

This letter is CNW's appeal to the City Hearing Examiner of the interpretation decision of January 30, 2007. Appeal of interpretation decisions, as Type II decisions, are allowed to the Hearing Examiner by WMC 17.07.030.¹ CNW has standing to appeal the January 30, 2007

¹The City confirmed that administrative interpretations are appealable in its November 1, 2006 interpretation regarding FEIS appeal procedures under "VI. APPEAL:"

This interpretation is issued as a Type II project permit pursuant to WMC 17.07.030, and is subject to appeal before the City of Woodinville Hearing Examiner. Any notice of appeal must be filed within 14 days of November 6, 2006."

decision because it was the applicant for the interpretation request. In addition, as the interpretation decision concerns the rezone and plat decisions described above, CNW has standing as the representative of its members who are residents near the proposed rezones and plats, who will be adversely impacted by these decisions and who intend to participate in public hearings required by City of Woodinville ordinances.

The grounds for appeal are those found in Attachment A hereto and the legal authorities are cited therein. Generally, the codes of the City and pertinent state laws should be interpreted to require a decision on the rezone applications requested prior to any review of the subject plat proposals. This is critical because if the decision is to deny the rezone, then the plats would be inconsistent on their face with the existing zoning and must be dismissed. The January 30, 2007 decision incorrectly interprets the applicable laws by providing for a hearing on the plat proposals before it is known whether they can even be considered.

In addition, the letter of January 30, 2007 in its penultimate paragraph states that:

As the City construes its development procedures, the hearing examiner's decision regarding a preliminary plat is subject to a closed-record appeal before the Woodinville City Council, while the Council's decision on the on the applicant's rezone request is appealable to the King County Superior Court via the Land Use Petition Act.

It is not clear from this sentence whether the City construes its ordinances to permit only an appeal of the rezone to Superior Court and not the plat decision. Appellant CNW seeks clarification of the meaning of these provisions of the Woodinville Municipal Code regarding these codes and procedures.

**REQUEST FOR EXPEDITED CONSIDERATION OR CONTINUATION
OF THE SCHEDULED PUBLIC HEARINGS.**

As described above, CNW made its request for interpretation more than two months ago. In that letter, CNW requested a "prompt response" because of the City was about to complete its EIS process and issue a final EIS. CNW sent a second letter on December 18, 2006 (Attachment C), after the FEIS was issued, also requesting prompt action so that "if the interpretation is appealed pursuant to City of Woodinville codes, such an appeal should be expedited to assure a decision before the hearing [on the rezone and plat proposals]."

The hearings for the Wood Trails and Montavallo proposals are now set for February 28 and March 1, 2007. Obviously, the nature and scope of these hearings will be determined by the outcome of this appeal. Interested citizens, including CNW and its members, will need to know the subject matter of the hearings, in particular whether they will deal only with the rezone matters as CNW believes the codes should be construed, or whether the hearings must be consolidated.

Based on the foregoing, CNW requests that the Hearing Examiner expedite consideration of this appeal such that a decision will be made before the public hearings scheduled for February 28 and March 1. Expedited treatment is certainly feasible given that the issues are almost entirely legal and that all parties have had more than two months to consider them. If expedited treatment will not allow a decision to be made before the dates currently set for the public hearings, CNW requests that the hearings be postponed for a limited period to allow for the consideration and decision on this appeal sufficiently in advance of the public hearings so that the public may understand the nature and scope of the subject matter.

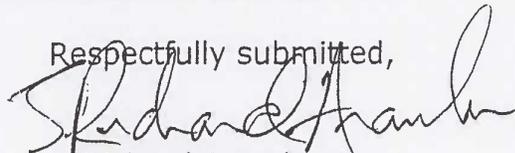
In conclusion, CNW requests that the Hearing Examiner reverse the January 30, 2007 interpretation. The Examiner should order that the public hearings on the rezone request only be held, with a decision on the rezone by the City of Woodinville City Council. If the rezone is granted, then public hearings would be held and a decision made on that proposal. CNW further requests that the Hearing Examiner either expedite the consideration and decision on this appeal or continue the hearings now scheduled to allow for a decision sufficiently in advance of the hearings to allow to public to know the scope of the hearings to be held.

February 1, 2007
Page 4

EXHIBIT 74
PAGE 12 OF 12

I am sending copies of this appeal letter to Mr. Richard Hill the attorney for the applicant so that he will be aware of this appeal.

Respectfully submitted,



J. Richard Aramburu

JRA/py

cc: Concerned Neighbors of Wellington
Zach Lell
Cindy Baker
G. Richard Hill

P.S. We understand the filing fee for this appeal to be \$180 per the City's current fee schedule. This fee will be delivered to the City under separate cover.

The following is a clarification of Table 2 located in Exhibit 1 Staff Report, page 6 of 41:

Table 2. Residential Capacity Analysis

Residential Carrying Capacity*	R-1	R-4	R-6	R-8	Multi-Family (R-12 thru R-48/O)	Commercial Zones	Totals
A. 2001 Dwelling Unit Capacity**	158	497	598	170	524	y***	1,947 + y
B. 2001 – 2006 Permitted Units (capacity consumed)	50	77	191	120	1	99	538
Current Capacity (A minus B)	108	420	407	50	523	y – 99 = z	1,409 + z

*Capacity = land available for development or redevelopment under current zoning

**2001 Carrying Capacity Analysis conducted for the 2002 Comprehensive Plan Update, see Comprehensive Plan, Appendix 3 Land Use, pages 1 through 6

***y = Undetermined residential housing capacity in Commercial Zones (CBD & TB)

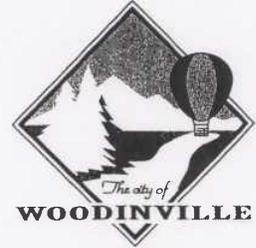
Wood Trails 2004-2007

EXHIBIT 76
PAGE 1 OF 60



Public Notices

CITY OF WOODINVILLE
17301 133rd Avenue NE
WOODINVILLE, WA. 98072
NOTICE OF APPLICATION
PROJECT: Wood Trails



"Citizens, business and local government;
a community commitment to our future."

File Number: PPA2004-054/ZMA2004-053
Applicant / Contact: Phoenix Development, Inc./Loree Quade
Date of Application: June 18, 2004
Date of Completion of Application: July 8, 2004
Proposal Location: Directly south of the King-Snohomish County boundary ; West 148th Avenue NE from NE 195th Street to NE 202nd Street, Woodinville, King County, Washington ✓
Parcel Number(s): 0326059044; 0326059111; 0326059038; ✓
0326059042; 0326059045; 0326059032 ✓
Proposed Project Action: Proposed subdivision of 50.5 acres into 66 Single Family lots (concurrent with a proposed zoning map amendment from R1- to R4).
Project Permits and / or Studies requested under RCW36.70B.070: N/A
Other Permits: SEP2004-055
Threshold Determination: To be determined
(if complete at time of issuance of NOA)
Determination of Consistency: To be determined
Hearing Date & Time (if applicable): N/A
Hearing Location: N/A

Copies of all application documents and/or environmental studies that evaluate the proposed project are available for review at City Hall.

This notice of application is issued under Woodinville Municipal Code Chapter 17.11.010; the City will not act on this proposal for 14 days following the date of notice of application. During this period, any interested party may submit written comments and/or appeal procedures. All interested parties are encouraged to participate in any hearings and may request a copy of the decision.

If you have any questions, please contact Dick Fredlund at (425) 489-2757 ext. 2247 ext. 2247.

Date of the Notice of Application: July 19, 2004
RESPONSIBLE OFFICIAL: Ray Sturtz
POSITION/TITLE: Planning Director
ADDRESS: 17301 133rd Avenue NE
Woodinville, WA 98072

SIGNATURE:

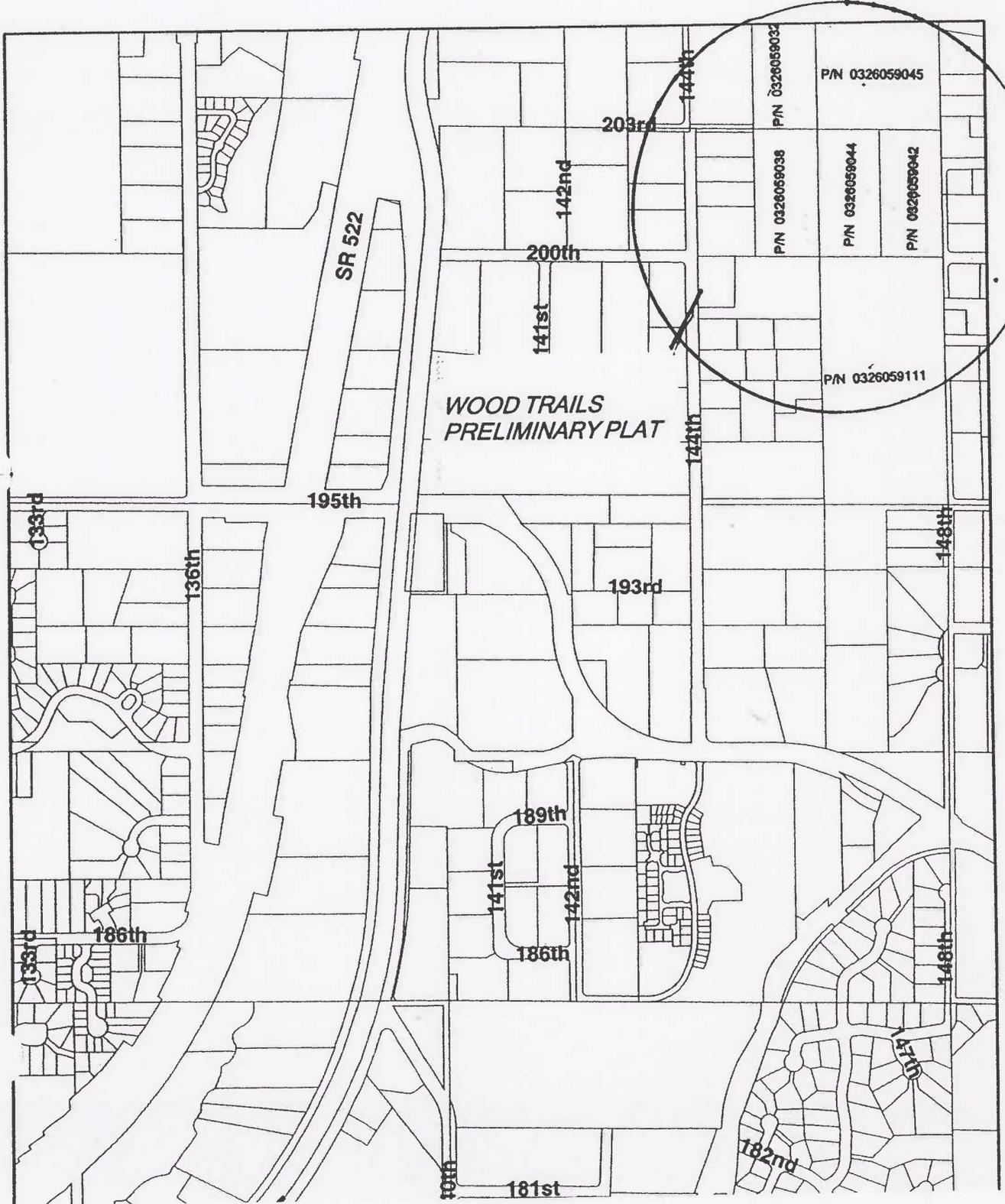
DATE: July 19, 2004



WOOD TRAILS

PPA2004-054

PARCEL NUMBERS 0326059044; 0326059111; 0326059038; 0326059042; 0326059045; 0326059032



THE Woodinville WEEKLY

WWW.NWNEWS.COM

July 19, 2004

U.S. Mail delivered to all Woodinville, Kinggate, Duvelt and Carnation residences. Carrier delivered to English Hill. Combined circulation: 29,765
13342 NE 175th (Woodgate Mall) • P.O. Box 587, Woodinville, WA 98072 • (425)483-0606 • FAX (425)486-7593

p. 28 No. 41

EXHIBIT 76
PAGE 4 OF 96
60

WOODINVILLE
730 133RD AVENUE
WOODINVILLE, WA 98072
(425)483-7151

NOTICE OF APPLICATION FOR PERMITS
The Woodinville Planning and Zoning Commission will hold a public hearing on the application for a Conditional Use Permit for a proposed project at the City Hall, 4832 25th Avenue, Woodinville, WA 98072, on July 19, 2004, at 7:00 p.m. The project is located at the intersection of 175th Avenue and 48th Avenue. The project consists of a proposed project at the intersection of 175th Avenue and 48th Avenue. The project consists of a proposed project at the intersection of 175th Avenue and 48th Avenue.

Permits: SEP2004-055
The date of application shall be determined (if complete at time of notice of application).
The date of application shall be determined (if complete at time of notice of application).
The date of application shall be determined (if complete at time of notice of application).

Meeting Date & Time: (if applicable): To be determined
Meeting Location: City of Woodinville Council Chambers
The date of application shall be determined (if complete at time of notice of application).
The date of application shall be determined (if complete at time of notice of application).

Comments:
All parties interested are encouraged to participate in any hearings and may request a copy of the decision.
If you have any questions, please contact Dick Fredlund at (425) 483-7151.

Director of Planning and Community Development
July 19, 2004



CITY OF WOODINVILLE
AFFIDAVIT OF POSTING
FOR
NOTICE OF APPLICATION

Phoenix Dev. Inc
Applicant Name

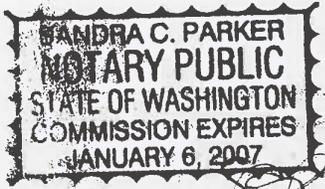
PPA 2004-054/ZMA 2004-53
File Number

I understand that WMC 17.11.030 Application Requirements/Notice Methods of Woodinville Municipal Code of the City of Woodinville requires me to post the property at least fifteen (15) days prior to the Public Hearing.

I certify that on 7/19/04 the **NOTICE OF APPLICATION SIGN(S)** in accordance with applicable requirements and guidelines were posted on the property located at 146th Ave & NE 195th St so as to be clearly seen from each right-of-way providing vehicular access to the property.

[Signature]
Signature

Subscribed and Sworn to me this 19th day of July, 2004



[Signature]
Notary Public for the State of Washington, residing at [Address]

This affidavit must be properly completed upon this posting of the required **Notice of Application** and returned to the Planning Department, not later than the 15th day preceding the Public Hearing date.

Return to:
City of Woodinville
Community Development Department
17301 133rd Avenue NE
Woodinville, WA 98072



CITY OF WOODINVILLE
AFFIDAVIT OF POSTING
FOR
NOTICE OF APPLICATION

EXHIBIT 76
PAGE 6 OF 960

Phoenix Dev. Inc
Applicant Name

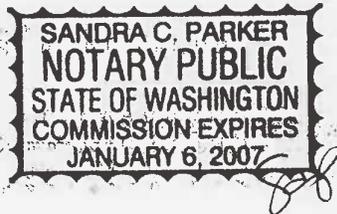
PPA 2004-054/ZMA 2004-53
File Number

I understand that WMC 17.11.030 Application Requirements/Notice Methods of Woodinville Municipal Code of the City of Woodinville requires me to post the property at least fifteen (15) days prior to the Public Hearing.

I certify that on 7/19/09 the **NOTICE OF APPLICATION SIGN(S)** in accordance with applicable requirements and guidelines were posted on the property located at 148th Ave & 198th St so as to be clearly seen from each right-of-way providing vehicular access to the property.

Pat Bylund
Signature

Subscribed and Sworn to me this 19th day of July, 2009



Sandra C. Parker
Notary Public for the State of
Washington, residing at Bothell, WA

This affidavit must be properly completed upon this posting of the required **Notice of Application** and returned to the Planning Department, not later than the 15th day preceding the Public Hearing date.

Return to:

City of Woodinville
Community Development Department
17301 133rd Avenue NE
Woodinville, WA 98072



CITY OF WOODINVILLE
AFFIDAVIT OF POSTING
FOR
NOTICE OF APPLICATION

Phoenix Dev. Inc
Applicant Name

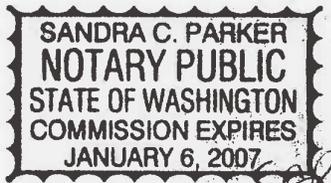
PPA 2004-054 / 2 MA 2004-53
File Number

I understand that WMC 17.11.030 Application Requirements/Notice Methods of Woodinville Municipal Code of the City of Woodinville requires me to post the property at least fifteen (15) days prior to the Public Hearing.

I certify that on 7/19/04 the **NOTICE OF APPLICATION SIGN(S)** in accordance with applicable requirements and guidelines were posted on the property located at 148th Av & 201st St so as to be clearly seen from each right-of-way providing vehicular access to the property.

[Signature]
Signature

Subscribed and Sworn to me this 19th day of July, 2004



[Signature]
Notary Public for the State of
Washington, residing at Bothell, WA

This affidavit must be properly completed upon this posting of the required **Notice of Application** and returned to the Planning Department, not later than the 15th day preceding the Public Hearing date.

Return to:

City of Woodinville
Community Development Department
17301 133rd Avenue NE
Woodinville, WA 98072



CITY OF WOODINVILLE
AFFIDAVIT OF POSTING
FOR
NOTICE OF APPLICATION

EXHIBIT 76
PAGE 8 OF 60

Piperix Dev. Inc.
Applicant Name

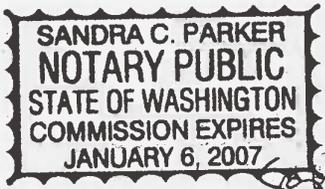
PPA2004-54/EMA2004-53
File Number

I understand that WMC 17.11.030 Application Requirements/Notice Methods of Woodinville Municipal Code of the City of Woodinville requires me to post the property at least fifteen (15) days prior to the Public Hearing.

I certify that on 7/19/04 the **NOTICE OF APPLICATION SIGN(S)** in accordance with applicable requirements and guidelines were posted on the property located at 198th Ave & 202nd St so as to be clearly seen from each right-of-way providing vehicular access to the property.

[Signature]
Signature

Subscribed and Sworn to me this 19th day of July, 2004

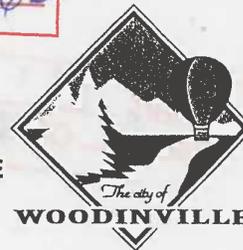


[Signature]
Notary Public for the State of Washington, residing at Bothell, WA

This affidavit must be properly completed upon this posting of the required **Notice of Application** and returned to the Planning Department, not later than the 15th day preceding the Public Hearing date.

Return to:
City of Woodinville
Community Development Department
17301 133rd Avenue NE
Woodinville, WA 98072

DETERMINATION OF SIGNIFICANCE
AND REQUEST FOR COMMENTS ON SCOPE OF EIS
FOR SEP2004-055 AND PPA2004-056 PRELIMINARY PLAT OF [REDACTED]
AN ADJACENT 11.8 ACRE SITE AND AN ASSOCIATED 16.5 ACRE SITE, ALL WITH THE
POTENTIAL FOR SOME 150+/- SINGLE FAMILY BUILDING LOTS



Description of proposal:

The applicant, Phoenix Development, is proposing rezone from R-1 to R-4 and to develop three related sites in the Wellington neighborhood of Woodinville. The three development sites represent a total of 67+/- acres, 30% of the neighborhood, and represent some 150+/- lots, which would more than doubling the number of dwelling units in this neighborhood.

The first site for which a preliminary plat has been filed (PPA2004-056) is a 66 lot plat designated as Wood Trails. The plat has a potential for up to 85 lots under the City's R-4 zoning designation. Phoenix Development intends to transfer the difference between the proposed number of lots and the maximum number of permitted lots, nineteen (19) lots, to an associated site ¼ mile east under the City's density transfer regulations. The Wood Trails site contains some 50.5 acres of which 11.8 acres are designated for future development. Of the remaining 38.7 acres, approximately 21.9 acres includes environmentally sensitive lands, principally steep slopes and is proposed to be placed in a Native Growth Protection Easement (NGPE).

The 11.8 acre future development site is located to the north of Wood Trails, adjacent to the Snohomish County/City of Woodinville City limits. This site contains a deep ravine which traverses the site in a northwesterly to southeasterly direction. Phoenix Development has submitted a Boundary Line Adjustment (BLA) which would provide a panhandle access south to Wood Trails and disburse traffic to that subdivision and thence to 156th Avenue NE through the Wellington neighborhood. It would be necessary to traverse the above noted ravine to accomplish this.

The third site, tentatively named Montevallo, is a 16.5 acre site, which includes some 1.6 acres of wetlands. This site is located adjacent to 156th Avenue NE. All three sites are located within the Wellington neighborhood, an area zoned R-1, (Residential-1 dwelling unit per acre). The three development sites, with the introduction of sanitary sewer, are proposed to be rezoned to R-4, (Residential-4 dwelling units per acre).

Proponent:

The applicant/proponent of the above three development parcels is Phoenix Development, Inc. P.O. Box 3167, 7127 – 196th Street SW, Lynnwood, WA 98046-3167 – Loree Quade, Project Manager, Phone (425)775-8663. The contact company and designer/engineer for two of the parcels, Wood Trails and Montevallo, is Triad Associates, 11814 1155th Avenue NE, Kirkland, WA 98034 – George Newman, Project Manager, (425)821-8448.

Location of proposal:

Wood Trails is located between 148th Avenue NE and a point 659.39 feet west of 148th Avenue NE and between NE 195th Street and the center line of NE 201st Street; and between 148th Avenue NE and a point 997.24 feet west thereof; and between the centerline of NE 201st Street and a point 360 feet north of the center line of NE 202nd Street, containing 38.7 acres.

The 11.8 acre tract is located between 148th Avenue NE (Extended) and a point 997.24 feet west thereof, and between a point 360 feet north of the centerline of NE 202nd Street and the north City limits.

Montevallo is located between 156th Avenue NE and a point 992.57 feet west thereof; and between the north City limits and a point 659.39 feet south thereof, containing 16.5 acres.

Lead Agency:

Department of Community Development, City of Woodinville, Washington, 17301 133rd Avenue NE, Woodinville, WA 98072 (425)489-2757.

EIS Required: The lead agency has determined this proposal is likely to have a significant adverse impact on the environment. An environmental impact statement (EIS) is required under RCW 43.21C.030 (2) (c) and will be

EXHIBIT 14 OF 160
PAGE 9

Scoping meeting -

A scoping meeting will be held at 7:00 p.m. in the City Council Chambers, Woodinville City Hall, on ~~Thursday, October 29, 2004~~. Interested parties may provide comment on the scoping notice at this meeting.

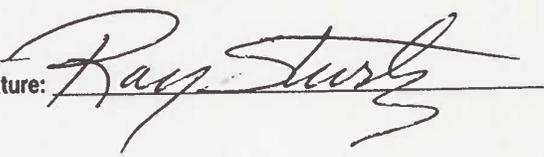
2. **Written Comment -**

Written comment on the scoping notice will be received at the Planning Department, Woodinville City Hall until 5:00 p.m. ~~November 1, 2004~~.

Responsible official: Ray Sturtz, Planning Director
Position/title: SEPA Official
Contact Person: Dick Fredlund
Phone: 425-489-2757 ext. 2247

Address: Community Development Department, City of Woodinville, 17301w - 133rd Avenue NE, Woodinville, WA 98072

Date: October 11, 2004

Signature: 

Appeal:

You may appeal this determination of significance to:

Ray Sturtz, SEPA Official at the City of Woodinville, 17301 - 133rd Avenue NE, Woodinville, WA 98072 by no later than 5:00 p.m., ~~October 20, 2004~~. You should be prepared to make specific factual objections. Contact Dick Fredlund, Planner at the above address about the procedures for SEPA appeals.

There is no agency appeal.

Woodinville WEEKLY

www.nwnews.com

October 11, 2004

U.S. Mail delivered to all Woodinville, Kingsgate, Duvall and Carnation residences. Carrier circulation: 29,765

Vol. 29 No. 1

EXHIBIT 76
PAGE 10 OF 5600

EXHIBIT 29
PAGE 1 OF 2

DETERMINATION OF SIGNIFICANCE AND REQUEST FOR COMMENTS ON SCOPE OF EIS FOR SEP2004-055 AND PPA2004-056 PRELIMINARY PLAT OF WOOD TRAILS, AN ADJACENT 11.8 ACRE SITE AND AN ASSOCIATED 16.5 ACRE SITE, ALL WITH THE POTENTIAL FOR SOME 150+/- SINGLE FAMILY BUILDING LOTS

Description of proposal: The applicant, Phoenix Development, is proposing to rezone from R-1 to R-4 and to develop three related sites in the Wellington neighborhood of Woodinville. The three development sites represent a total of 67+/- acres, 30% of the neighborhood, and represent some 150+/- lots, which would more than doubling the number of dwelling units in this neighborhood.

The first site for which a preliminary plat has been filed (PPA2004-056) is a 66 lot plat designated as Wood Trails. The plat has a potential for up to 85 lots under the City's R-4 zoning designation. Phoenix Development intends to transfer the difference between the proposed number of lots and the maximum number of permitted lots, nineteen (19) lots, to an associated site 1/4 mile east under the City's density transfer regulations. The Wood Trails site contains some 50.5 acres of which 11.8 acres are designated for future development. Of the remaining 38.7 acres, approximately 21.9 acres includes environmentally sensitive lands, principally steep slopes and is proposed to be placed in a Native Growth Protection Easement (NGPE).

The 11.8 acre future development site is located to the north of Wood Trails, adjacent to the Snohomish County/City of Woodinville City limits. This site contains a deep ravine which traverses the site in a northwesterly to southeasterly direction. Phoenix Development has submitted a Boundary Line Adjustment (BLA) which would provide a panhandle access south to Wood Trails and disburse traffic to that subdivision and thence to 156th Avenue NE through the Wellington neighborhood. It would be necessary to traverse the above noted ravine to accomplish this.

The third site, tentatively named Montevillo, is a 16.5 acre site, which includes some 1.6 acres of wetlands. This site is located adjacent to 156th Avenue NE. All three sites are located within the Wellington neighborhood, an area zoned R-1, (Residential-1 dwelling unit per acre). The three development sites, with the introduction of sanitary sewer, are proposed to be rezoned to R-4, (Residential-4 dwelling units per acre).

Proponent:
The applicant/proponent of the above three development parcels is Phoenix Development, Inc. P.O. Box 3167, 7127-196th Street SW, Lynnwood, WA 98046-3167 - Loree Guade, Project Manager, Phone (425) 775-8663.
The contact company and designer/engineer for two of the parcels, Wood Trails and Montevillo, is Triad Associates, 11814 1155th Avenue NE, Kirkland, WA 98034 - George Newman, Project Manager, (425) 821-8448.

Location of proposal: Wood Trails is located between 148th Avenue NE and a point 659.39 feet west of 148th Avenue NE and between NE 195th Street and the center line of NE 201st Street; and between 148th Avenue NE and a point 997.24 feet west thereof; and between the centerline of NE 201st Street and a point 360 feet north of the center line of NE 202nd Street, containing 38.7 acres.

The 11.8 acre tract is located between 148th Avenue NE (Extended) and a point 997.24 feet west thereof, and between a point 360 feet north of the centerline of NE 202nd Street and the north City limits.

Montevillo is located between 156th Avenue NE and a point 992.57 feet west thereof; and between the north City limits and a point 659.39 feet south thereof, containing 16.5 acres.

Lead Agency: Department of Community Development, City of Woodinville, Washington, 17301 133rd Avenue NE, Woodinville, WA 98072 (425) 489-2757.

EIS Required: The lead agency has determined this proposal is likely to have a significant adverse impact on the environment. An environmental impact statement (EIS) is required under RCW 43.21C.030 (2) (c) and will be prepared. An environmental checklist or other materials indicating likely environmental impacts can be reviewed at the offices of the lead agency.

The lead agency has identified the following areas for discussion in the EIS:

1. Impact on Neighborhood

The three sites proposed for development by Phoenix Development Company represents 30% of the area of the Wellington neighborhood and could contain up to 150+/- single family residential lots. There are currently 145 residential lots in that neighborhood, not counting the three Phoenix sites, meaning that there is a potential of more than doubling the number of residential dwelling units of this neighborhood which would substantially change this neighborhood. The proposed developments should be reviewed in terms of the Land use Policies in the Comprehensive Plan. In particular, the developments need to consider Policy LU-1.1, "Preserve the character of existing neighborhoods in Woodinville while accommodating the state's 20-year growth forecasts for Woodinville", and Goal LU-3, "To attain a wide range of residential patterns, densities, and site designs consistent with Woodinville's identified needs and preferences".

2. Traffic

a. The more than doubling of the number of residences means that the traffic generated by the neighborhood will correspondingly double as will the neighborhood traffic impacts on 156th Avenue NE and its intersection with the Woodinville/Duvall Road. It will be necessary to analyze these impacts on neighborhood streets, such as safe walk routes for school children, an issue raised by the Northshore School District.

b. Alternate routes need to be studied to determine if there are other possible routes into and out of the subdivisions. The EIS should review routing traffic from Wood Trails west to 144th Avenue NE in the industrial park by such means as a meandered access road down the slope. Additionally, the EIS should review the routing of traffic south to intersect with the Woodinville/Duvall Road at its intersection with North Woodinville Way North.

c. Regarding traffic from the north 11.8 acre tract, at the north edge of Wood Trails, the EIS should explore the possibility of routing traffic north as opposed to directing traffic south and through the Wellington neighborhood.

3. Storm water drainage

The drainage for the Wood Trails and the 11.8 acre parcel need to be reviewed in greater depth. Current plans examine the areas to be subdivided, but do not sufficiently study the impact of that development on the sensitive areas and NGPE areas that may result from changes in directional flow of storm water. The topography map presented with the application leaves much of the area outside of the proposed housing area unsurveyed. Because there are critical areas in what has been broadly classified as the Native Growth Protection Easement (NGPE) it is necessary to define the topography in these areas. It has also been substantiated that there is seepage between soil horizons in some of these areas as well as slumping. The impacts of 66 lots on these features need to be analyzed as does the possibility of slumping or caving of soils at the edge of the proposed residential lots.

Conflicting information has been presented that indicates there is a substantial sand underburden which has the potential of caving. This could be hazardous particularly if the sand layer became super saturated. Caving could impact the industrial area below the proposed subdivision particularly since a regional detention system is proposed directly above the industrial area in that layer. The City has had previous experience with this sand layer.

Scoping. Agencies, affected tribes, and members of the public are invited to comment on the scope of the EIS. You may comment on alternatives, mitigation measures, probable significant adverse impacts, and licenses or other approvals that may be required. The method and deadline for giving us your comments is:

1. Scoping meeting

A scoping meeting will be held at 7:00 p.m. in the City Council Chambers, Woodinville City Hall, on Thursday, October 28, 2004. Interested parties may provide comment on the scoping notice at this meeting.

2. Written Comment

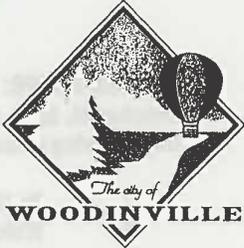
Written comment on the scoping notice will be received at the Planning Department, Woodinville City Hall until 5:00 p.m. November 1, 2004.

Responsible official: Ray Sturtz, Planning Director
Position/Title: SEPA Official
Contact Person: Dick Fredlund
Phone: 425-489-2757 ext. 2247
Address: Community Development Department, City of Woodinville, 17301 - 133rd Avenue NE, Woodinville, WA 98072
Date: October 11, 2004
Signature: _____

Appeal: You may appeal this determination of significance to: Ray Sturtz, SEPA Official at the City of Woodinville, 17301 - 133rd Avenue NE, Woodinville, WA 98072 no later than 5:00 p.m., October 26, 2004. You should be prepared to make specific factual objections. Contact Dick Fredlund, Planner at the above address about the procedures for SEPA appeals.

There is no agency appeal.

**NOTICE OF REVISED EIS SCOPE
PRELIMINARY PLATS OF WOOD TRAILS AND MONTEVALLO
AND ASSOCIATED REZONES**



*"Citizens, business and local government;
a community commitment to our future."*

Note:

This is a Notice of Revised EIS Scope for the proposed Wood Trails and Montevallo subdivisions, and the associated rezone requests. The City of Woodinville issued a Determination of Significance on October 11, 2004, stating that these proposals are likely to have a significant adverse impact on the environment, and that an environmental impact statement (EIS) is required under RCW 43.21C.030 (2) (c). This Notice of Revised EIS Scope does not change that Determination of Significance.

The Determination of Significance included a proposed scope for this EIS, and also included a request for comments on that proposed scope. The City received written comments, and also received comments at a public meeting on October 28, 2004 held specifically to receive comments on the proposed EIS scope. Based on these comments, and on further analysis of the proposal, the City has revised the EIS scope. The purpose of this Notice of Revised EIS Scope is to inform interested parties of the revised EIS Scope. This is an informational notice only; there will be no comment period or public meeting associated with this notice. The revised EIS Scope described in this notice is final, and will form the basis of the EIS to be prepared for these projects.

Description of proposal:

The applicant, Phoenix Development, has submitted preliminary plat applications for two sites in the Wellington neighborhood of Woodinville. The first preliminary plat, Wood Trails (PPA2004-056) is a 66-lot plat on a 38.7 acre site zoned R-1 (Residential - 1 dwelling unit per acre). The second preliminary plat, Montevallo (PPA2004-093), is a 66-lot plat on a 16.5-acre site, also zoned R-1. The applicant has submitted a rezone request to rezone both sites to R-4 (Residential - 4 dwelling units per acre).

(A development proposal for an 11.8-acre site adjacent to the Wood Trails proposal has been withdrawn by the applicant, and therefore will not be considered in the EIS.)

Proponent:

Developer: Phoenix Development, Inc. P.O. Box 3167, 7127 – 196th Street SW, Lynnwood, WA 98046-3167 – Loree Quade, Project Manager, Phone (425)775-8663.
Contact: Triad Associates, 11814 115th Avenue NE, Kirkland, WA 98034 – George Newman, (425) 821-8448.

Location of proposal:

Wood Trails is located between 148th Avenue NE and a point 659.39 feet west of 148th Avenue NE and between NE 195th Street and the center line of NE 201st Street; and between 148th Avenue NE and a point 997.24 feet west thereof; and between the centerline of NE 201st Street and a point 360 feet north of the center line of NE 202nd Street, containing 38.7 acres. Montevallo is located between 156th Avenue NE and a point 992.57 feet west thereof; and between the north City limits and a point 659.39 feet south thereof, containing 16.5 acres.

Lead Agency:

Department of Community Development, City of Woodinville, Washington, 17301 133rd Avenue NE, Woodinville, WA 98072 (425)489-2757.

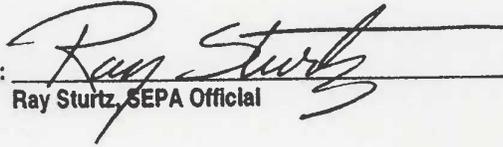
REVISED SCOPE: After considering written comments, verbal comments received at a meeting held on October 28, 2004, and based on further analysis, the lead agency has revised the scope of the EIS, identifying the following areas for discussion in the EIS.

1. Earth (soil stability/sand layer, seismic hazards, erosion potential)
2. Water (surface water, ground water/seepage, water runoff)
3. Plants (threatened or endangered species, habitat)
4. Animals (threatened or endangered species, habitat, migration routes)
5. Land and Shoreline Use (plans and policies, neighborhood character, open space environmentally sensitive areas)
6. Transportation (existing and proposed street system, motorized traffic, non-motorized traffic/pedestrian movement/school safe walk routes, safety hazards)
7. Public Services (parks and recreation)

Responsible official: Ray Sturtz
Position/title: SEPA Official
Contact Person: Dick Fredlund
Phone: 425-489-2757 ext. 2247

Address: Community Development Department, City of Woodinville, 17301 – 133rd Avenue NE, Woodinville, WA 98072

Date: December 20, 2004

Signature: 
Ray Sturtz, SEPA Official

Appeal:

There is no agency appeal.

EXHIBIT 70
PAGE 1a OF ~~50~~

NOTICE OF DRAFT ENVIRONMENTAL STATEMENT (DEIS)
AVAILABILITY FOR WOOD TRAILS AND MONTEVALLO
PRELIMINARY PLATS



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a community commitment to our future."

Threshold Determination: Draft Environmental Impact Statement
Date of Issuance: January 17, 2006
File Number: SEP2004-055, PPA2004-056 and PPA2004-093
Applicant: Phoenix Development, Inc.
Contact Person: Loree Quade

Proposal Location: Wood Trails is located between 148th Avenue NE and a point 659.39 feet west of 148th Avenue NE and between NE 195th Street and the center line of NE 201st Street; and between 148th Avenue NE and a point 997.24 feet west thereof; and between the centerline of NE 201st Street and a point 360 feet north of the center line of NE 202nd Street, containing 38.7 acres; Montevallo is located between 156th Avenue NE and a point 992.57 feet west thereof; and between the north City limits and a point 659.39 feet south thereof, containing 16.5 acres, Woodinville, King County, Washington

S/T/R: NE 03/26/05

Proposal Description: The applicant, Phoenix Development, has submitted preliminary plat applications for two sites in the Wellington neighborhood of Woodinville. The first preliminary plat, Wood Trails (PPA2004-056) is a 66-lot plat on a 38.7 acre site zoned R-1 (Residential - 1 dwelling unit per acre). The second preliminary plat, Montevallo (PPA2004-093), is a 66-lot plat on a 16.5-acre site, also zoned R-1. The applicant has submitted a rezone request to rezone both sites to R-4 (Residential - 4 dwelling units per acre).

Lead Agency: City of Woodinville

In accordance with Chapter 197-11 Washington Administrative Code and rules adopted by the City of Woodinville that implement SEPA, notice is hereby given that the City of Woodinville has completed and issued a Draft Environmental Impact Statement (EIS) concerning the proposed *Wood Trails and Montevallo Subdivisions*. The Draft EIS provides analysis of potential impacts based on the range of environmental parameters identified through the scoping process.

The public comment period associated with this Draft EIS is
January 17, 2006 to 5:00 PM on March 3, 2006.

In order to provide an opportunity to present comments concerning this Draft EIS – in addition to submittal of written comments – a public meeting is scheduled for:

Thursday, February 16, 2006 from 7:00 to 9:00 PM
Woodinville City Hall
17301 133rd Avenue N.E.
Woodinville, Washington

This Draft EIS can be reviewed at the following locations:

- **City of Woodinville Community Development Department**
Woodinville City Hall
17301 133rd Avenue N.E.
Woodinville, Washington

- **King County Library, Woodinville Branch**
17105 Avondale Road, N.E.
Woodinville, WA 98072

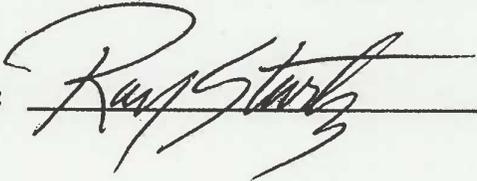
- **King County Library, Kingsgate Branch**
12315 NE 143rd St.
Kirkland, WA 98034

Copies may be printed and purchased at the Kinko's Copies outlet in Woodinville, 13620 N.E. 175th Street, Suite 110, or reproduced on compact disc (CD) for the cost of reproduction.

Any questions regarding the Environmental Impact Statement should be directed to Project Planner, Dick Fredlund, at (425) 489-2757 ext. 2247

SEPA OFFICIAL: Ray Sturtz
POSITION/TITLE: Director of Community Development
ADDRESS: 17301 133rd Avenue NE
Woodinville, WA 98072

SIGNATURE: _____



DATE: January 17, 2006

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EXHIBIT 33
PAGE 1 of 1

Vol. 30 No. 15

WOODINVILLE WEEKLY

U.S. Mail delivered to all Woodinville and Kingsgate residences. Carrier delivered to English Hill. Combined circulation: 30,000

January 16, 2006

**CITY OF WOODINVILLE
NOTICE OF DRAFT ENVIRONMENTAL STATEMENT
(DEIS) AVAILABILITY FOR WOOD TRAILS AND
MONTEVALLO PRELIMINARY PLATS**

PROJECT: Wood Trails/Montevallo
Threshold Determination: Draft Environmental Impact Statement
Date of Issuance: January 17, 2006
File Numbers: SEP2004-055, PPA2004-056 and PPA2004-093
Applicant/Contact: Phoenix Development, Inc./Loree Quade
Proposal Location: Wood Trails is located between 148th Avenue NE and a point 659.39 feet west of 148th Avenue NE and between NE 195th Street and the center line of NE 201st Street; and between 148th Avenue NE and a point 997.24 feet west thereof; and between the centerline of NE 201st Street and a point 360 feet north of the center line of NE 202nd Street, containing 38.7 acres; Montevallo is located between 156th Avenue NE and a point 992.57 feet west thereof; and between the north City limits and a point 659.39 feet south thereof, containing 16.5 acres, Woodinville, King County, Washington, Woodinville, King County, Washington
ATTN: NE 03/26/05
Proposal Description: The applicant, Phoenix Development, has submitted preliminary plat applications for two sites in the Wellington neighborhood of Woodinville. The first preliminary plat, Wood Trails (PPA2004-056) is a 66-lot plat on a 38.7 acre site zoned R-1 (Residential - 1 dwelling unit per acre). The second preliminary plat, Montevallo (PPA2004-093), is a 66-lot plat on a 16.5-acre site, also zoned R-1. The applicant has submitted a rezone request to rezone both sites to R-4 (Residential - 4 dwelling units per acre).
Lead Agency: City of Woodinville
 In accordance with Chapter 197-11 Washington Administrative Code and rules adopted by the City of Woodinville that implement SEPA, notice is hereby given that the City of Woodinville has completed and issued a Draft Environmental Impact Statement (EIS) concerning the proposed Wood Trails and Montevallo Subdivisions. The Draft EIS provides analysis of potential impacts based on the range of environmental parameters identified through the scoping process. The public comment period associated with this Draft EIS is **January 17, 2006 to 5:00 PM on March 3, 2006.**
 In order to provide an opportunity to present comments concerning the Draft EIS - in addition to submittal of written comments - a public meeting is scheduled for:
Thursday, February 16, 2006 from 10:00 to 9:00 PM
Woodinville City Hall
17301 133rd Avenue N.E.
Woodinville, Washington
 This Draft EIS can be reviewed at the following locations:
 City of Woodinville Community Development Department
 Woodinville City Hall
 17301 133rd Avenue N.E.
 Woodinville, Washington
 King County Library, Woodinville Branch
 17105 Avondale Road, N.E.
 Woodinville, WA 98072
 King County Library, Kingsgate Branch
 12315 NE 143rd St.
 Kirkland, WA 98034
 Copies may be printed and purchased at the Kinko's Copies outlet in Woodinville, 13620 N.E. 175th Street, Suite 110, or reproduced on compact disc (CD) for the cost of reproduction.
 Any questions regarding the Environmental Impact Statement should be directed to Project Planner, Dick Fredlund at (425) 489-57 ext. 2247
PPA OFFICIAL: Ray Sturtz, Director of Community Development
ADDRESS: 17301 133rd Avenue NE, Woodinville, WA 98072
NOTE: To view a site map for this project, please visit our web site: www.ci.woodinville.wa.us/events/legal-notices.asp
 Published January 16th, 2006

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PAGE 1 OF 11



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**PLANNING DIRECTOR INTERPRETATION
REGARDING FINAL ENVIRONMENTAL IMPACT STATEMENT
APPEAL PROCEDURES**

AUTHORITY:

Pursuant to WMC 17.07.80, the Planning Director is authorized to issue official interpretations of all development regulations, as well as performing the function of SEPA Official for environmental review, per WMC 14.04.040 (adopted in 1998).

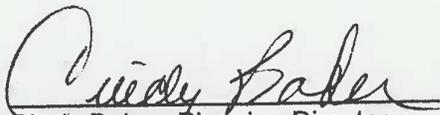
INTERPRETATION:

The Planning Director formally interprets WMC 14.04.260 as currently not allowing an administrative appeal. Administrative appeals for Final Environmental Impact Statements (FEIS) are to follow a formal procedure, which has not been established by the City. Therefore, adequacy of an FEIS is instead subject to judicial appeal in accordance with applicable state and local regulations.

APPEAL:

This interpretation is issued as a Type II decision pursuant to WMC 17.07.030, and is subject to appeal before the City of Woodinville Hearing Examiner. Any notice of appeal must be filed within 14 days of the issuance date of November 6, 2006 to the Planning Director.

Issued this 6th day of November, 2006


Cindy Baker, Planning Director
City of Woodinville

**OFFICIAL PLANNING DIRECTOR INTERPRETATION
REGARDING FEIS APPEAL PROCEDURES**

November 1, 2006

I. ACTION REQUIRING INTERPRETATION

The City received a letter from attorney J. Richard Aramburu dated September 22, 2006 requesting a formal interpretation of Section 14.04.260 of the Woodinville Municipal Code (WMC). Specifically, Mr. Aramburu has inquired as to whether the City's SEPA regulations allow the adequacy of a final environmental impact statement (FEIS) to be appealed administratively. Mr. Aramburu represents the Concerned Neighbors of Wellington, and his September 22, 2006 letter references the proposed Wood Trails/Montevallo development applications currently pending before the City.

II. AUTHORITY

Pursuant to WMC 17.07.080, the Planning Director is authorized to issue official interpretations of all development regulations. The Planning Director also serves as the City's responsible official for purposes of SEPA review. *See* WMC 14.04.040. Procedural SEPA determinations made by the City's responsible official "shall carry substantial weight in any appeal proceeding." WMC 14.04.260(7).

III. DISCUSSION

Local agencies may, but are not required to, provide for administrative appeals of SEPA determinations in their local procedures. *See* WAC 197-11-680(3)(a). Such appeals are allowed only with respect to final threshold determinations and/or final EISs. *See* WAC 197-11-680(3)(a)(iii). Significantly, in order for any administrative appeals of this type to apply, "[t]he agency must specify by rule, ordinance, or resolution that the appeals procedure is available." WAC 197-11-680(3)(a)(i). For purposes of the present inquiry, the critical issue concerns the extent to which the City of Woodinville has in fact specified "by rule, ordinance or resolution" that an FEIS may be appealed administratively.

The City's SEPA regulations are codified at Chapter 14.04 WMC. While additional references to SEPA may be located in other WMC Chapters, none of these code provisions clearly creates an administrative appeals process for FEISs. The City has likewise adopted no uncodified rule or resolution that establishes or otherwise governs SEPA appeals. Thus, to the extent that the City has in fact provided for the adequacy of FEISs to be administratively challenged, this authority must exist — if at all — within Chapter 14.04 WMC.

WMC 14.04.260 governs appeals of SEPA determinations. Summarized, this code provision: (1) requires consolidation of SEPA appeals with appeals concerning the underlying government action, (2) limits the number of appeal proceedings regarding procedural determinations, (3) establishes appeal deadlines and notice procedures, (4) provides for the creation of an

administrative record, and (5) prohibits issuance of development permits for projects under environmental review until expiration of the relevant appeal period. For purposes of this official interpretation, the critical provision of WMC 14.04.260 is subsection (4), under which the City establishes its "administrative appeal procedures" with respect to SEPA:

Any agency or person may appeal the City's procedural compliance with Chapter 197-11 WAC for issuance of the following determinations:

- (a) A Final DNS or Mitigated DNS (MDNS) Made Prior to Project Permit Decision. . . .
-
- (b) A Final DNS or Mitigated DNS (MDNS) Made with Project Permit Decision. . . .
-
- (c) A Final Determination of Significance. . . .
-

Omitted from this enumerated list is any express reference to final environmental impact statements as a separate category of administratively appealable SEPA determination. In contrast to the clearly defined appeal authority, hearing procedures and filing deadlines established for DNSs, MDNSs and DSs, WMC 14.04.260(4) contains no corollary provisions with respect to FEISs. Under the *expressio unius est exclusio alterius* maxim of statutory construction ("the expression of one implies the exclusion of the other")¹, the apparent effect and intent of WMC 14.04.260 is *not* to provide for administrative appeals of this type.

The two generic references to FEISs within WMC 14.04.260 do not alter this conclusion. The first reference, WMC 14.04.260(2), provides that "[t]he City shall not allow more than one City appeal proceeding on a procedural determination (the adequacy of a determination of significance/nonsignificance *or of a final EIS*)." (Emphasis added.) This provision merely parrots the relevant state SEPA statute, and reiterates that the City's local appeal procedures may not provide for multiple opportunities to administratively challenge the same environmental determination. *See* RCW 43.21C.075(3)(a). The second reference, WMC 14.04.260(4)(c), states that after a DS is appealed, "[a] subsequent open record hearing may be held on the underlying action and accompanying SEPA documents (*including an FEIS, if one is prepared*), and SEPA substantive determinations." (Emphasis added.) Neither of the above provisions expressly states that an FEIS may be administratively appealed, or — unlike the code's clear provisions for DNSs, MDNSs and DSs — establishes hearing procedures or appeal deadlines specific to this category of SEPA document.

WMC 14.04.260 was adopted in 1998. Since that time, the City has never processed nor allowed an administrative appeal of an FEIS.

¹ *See, e.g., Landmark Dev., Inc. v. City of Roy*, 138 Wn.2d 561, 571, 980 P.2d 1234 (1999). "Legislative inclusion of certain items in a category implies that other items in that category are intended to be excluded." *Id.* (citing *Bour v. Johnson*, 122 Wn.2d 829, 836, 864 P.2d 380 (1993)).

IV. FINDINGS

Based upon the relevant WMC, RCW and WAC provisions cited above, the Planning Director hereby enters the following findings and conclusions:

1. The City received a letter from J. Richard Aramburu dated September 22, 2006, requesting a formal interpretation regarding the extent to which WMC 14.04.260 allows final environmental impact statements to be appealed administratively.

2. The Planning Director serves as the City's responsible official for purposes of SEPA, and is authorized to issue official interpretations of the City's development regulations. Procedural determinations of the SEPA responsible official are entitled to substantial weight in any appeal proceeding.

3. Pursuant to WAC 197-11-680(3)(a)(i), if a local agency provides for administrative appeals of SEPA determinations, the agency must specify by rule, ordinance or resolution that the appeals procedure is available.

4. The City's SEPA procedures are codified at Chapter 14.04 WMC.

5. WMC 14.04.260, the code provision governing SEPA appeals, specifically lists Determinations of Nonsignificance, Mitigated Determinations of Nonsignificance and Determinations of Significance as administratively appealable determinations, and sets forth hearing procedures and filing deadlines for each of these decision categories.

6. WMC 14.04.260 omits FEISs from the list of administratively appealable SEPA determinations, and does not set forth hearing procedures or filing deadlines for this category of decision. No other provision of the WMC expressly provides that an FEIS may be appealed administratively.

7. Since WMC 14.04.260 was adopted in 1998, the City has never allowed an FEIS to be appealed administratively.

8. The City has not specified by rule, ordinance or resolution that an FEIS may be administratively appealed.

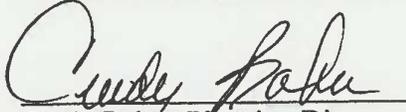
V. INTERPRETATION

Based upon the findings and conclusions set forth above, the Planning Director formally interprets WMC 14.04.260 as not establishing an administrative appeal procedure for final environmental impact statements. The adequacy of an FEIS is instead subject to judicial appeal in accordance with applicable state and local regulations.

VI. APPEAL

This interpretation is issued as a Type II project permit pursuant to WMC 17.07.030, and is subject to appeal before the City of Woodinville Hearing Examiner. Any notice of appeal must be filed within 14 days of November 6, 2006.

Issued this 1 day of November, 2006.


Cindy Baker, Planning Director
City of Woodinville

- Attachments: (1) WMC 14.04.260
(2) WAC 197-11-680
(3) Letter from J. Richard Aramburu (September 22, 2006)

aminer within 14 days of the date the DNS or MDNS becomes final. The appeal period shall be extended an additional seven days if State or local rules adopted pursuant to Chapter 43.21C RCW (SEPA) allow public comment on a DNS issued as part of the appealable decision.

(b) A Final DNS or Mitigated DNS (MDNS) Made with Project Permit Decision. An appeal of the DNS or MDNS must be made to the Hearing Examiner within 14 days of the date the DNS or MDNS becomes final. The appeal period shall be extended an additional seven days if State or local rules adopted pursuant to Chapter 43.21C RCW (SEPA) allow public comment on a DNS issued as part of the appealable decision. The appeal is heard as an open record hearing by the Hearing Examiner, together with an appeal on the underlying governmental action; provided, that if an open record predecision hearing has already been held, the Hearing Examiner shall hear the appeal as a closed record appeal.

(c) A Final Determination of Significance (DS). An appeal of the DS must be made to the Hearing Examiner within 14 days of the date the DS becomes final. The appeal is heard as an open record hearing by the Hearing Examiner. A subsequent open record hearing may be held on the underlying action and accompanying SEPA documents (including an EIS, if one is prepared), and SEPA substantive determinations.

(5) For any appeal under this section, the City shall provide for a record that shall consist of the following:

- (a) Finding and conclusions;
- (b) Testimony under oath; and
- (c) A taped or written transcript.

(6) The City may require the applicant to provide an electronic transcript.

(7) The procedural determination by the City's responsible official shall carry substantial weight in any appeal proceeding.

(8) No permit shall be issued which would allow construction, demolition, grading, or other direct modification of the physical environment until expiration of the period for filing a notice of appeal, and until any appeal shall have been finalized at the Hearing Examiner level.

(9) The City shall give official notice whenever it issues a permit or approval for which a statute or ordinance establishes a time limit for commencing official appeal. The following permits or approvals require official notice: all actions of the City Council, a City official, the Hearing Examiner, or any board or commission for which no further

administrative appeal is provided. (Ord. 204 § 2, 1998)

14.04.270 Notice/statute of limitations.

(1) The City, applicant, or proponent of an action may publish a notice of action pursuant to RCW 43.21C.080 for any action.

(2) The form of the notice shall be substantially in the form provided in WAC 197-11-990. The notice shall be published by the City Clerk, applicant or proponent pursuant to RCW 43.21C.080. (Ord. 204 § 2, 1998)

14.04.280 Definitions – Adoption by reference.

The City adopts the following sections of Chapter 197-11 WAC, as now existing or hereinafter amended, by reference:

WAC	
197-11-700	Definitions.
197-11-702	Act.
197-11-704	Action.
197-11-706	Addendum.
197-11-708	Adoption.
197-11-710	Affected tribe.
197-11-712	Affecting.
197-11-714	Agency.
197-11-716	Applicant.
197-11-718	Built environment.
197-11-720	Categorical exemption.
197-11-721	Closed record appeal.
197-11-722	Consolidated appeal.
197-11-724	Consulted agency.
197-11-726	Cost-benefit analysis.
197-11-728	County/city.
197-11-730	Decisionmaker.
197-11-732	Department.
197-11-734	Determination of nonsignificance (DNS).
197-11-736	Determination of significance (DS).
197-11-738	EIS.
197-11-740	Environment.
197-11-742	Environmental checklist.
197-11-744	Environmental document.
197-11-746	Environmental review.
197-11-750	Expanded scoping.
197-11-752	Impacts.
197-11-754	Incorporation by reference.
197-11-756	Lands covered by water.
197-11-758	Lead agency.
197-11-760	License.
197-11-762	Local agency.
197-11-764	Major action.
197-11-766	Mitigated DNS.
197-11-768	Mitigation.

- (vi) Ord. No. 33 – Official Street Plan;
- (vii) Ord. No. 35 – Hazardous Waste*;
- (viii) Res. No. 93-20 – Surface Water Management;
- (ix) Ord. No. 35 – Washington State Energy Code*;
- (x) Res. No. 93-11 – Solid Waste Management;
- (xi) Ord. No. 40 – Emergency Management;
- (xii) Ord. No. 34 – Capital Improvement Plan;
- (xiii) Ord. No. 37 – Establishing a Permit System for Moving Buildings;
- (xiv) Ord. No. 39 – Establishing Regulations for Sidewalks;
- (xv) Ord. No. 49 – Adopting Street and Construction Standards;
- (xvi) Ord. No. 50 – Designating Street Classifications;
- (xvii) Ord. No. 59 – Establishing Street Vacations, Notice, Fees, and Conditions;
- (xviii) Ord. No. 69 – Adopting State Highway Access Management Class System;
- (xix) Ord. No. 73 – Adopting a Commute Trip Reduction Plan (CTR);
- (xx) Ord. No. 84 – Adopting 1993 Comprehensive Sewer Plan of Woodinville Water District;
- (xxi) Ord. No. 93 – Adopting Washington Model Traffic Ordinance;
- (xxii) Ord. No. 99 – Regulating SOB;
- (xxiii) Ord. No. 101 – Amending Zoning Code SOB Overlay*;
- (xxiv) Ord. No. 103 – Regulations for Planting of Public Trees;
- (xxv) Ord. No. 112 – Adopting Interim Design Principles;
- (xxvi) Ord. No. 121 – Building, Mechanical, Plumbing, Electrical Codes;
- (xxvii) Ord. No. 134 – Fire Code;
- (xxviii) Ord. No. 143 – Regulatory Reform;
- (xxix) Ord. No. 157 – GMA Comprehensive Plan;
- (xxx) Ord. No. 173 – Shoreline Master Program;
- (xxxi) Ord. No. 175 – GMA Development Regulations.

(5) Except for permits and variances issued pursuant to WMC Title 24, Shoreline Management, when any proposal or action not requiring a decision of the City's Hearing Examiner is conditioned or denied on the basis of SEPA by a non-elected official, the decision shall be appealable to

the City's Hearing Examiner. Such appeal may be perfected by the proponent or any aggrieved party by giving notice to the responsible official within 10 days of the decision being appealed. Review by the Hearing Examiner shall be on a de novo basis. (Ord. 204 § 2, 1998)

*Code reviser's note: Ord. 121 repeals Ord. 35. Ord. 175 repeals Ord. 101; refer to the land use map.

14.04.260 Appeals.

(1) Unless otherwise provided by this section:

(a) Appeals under this chapter shall be of the governmental action together with its accompanying environmental determinations and shall be heard by the Hearing Examiner as the decision-maker of the highest level of review;

(b) Appeals of environmental determinations made (or lacking) under this chapter shall be commenced within the time required to appeal the governmental action which is subject to the environmental review.

(2) The City shall not allow more than one City appeal proceeding on a procedural determination (the adequacy of a determination of significance/nonsignificance or of a final EIS).

(3) The City shall consolidate an appeal of procedural issues and of substantive determinations made under this chapter (such as a decision to require particular mitigation measures or to deny a proposal) with a hearing or appeal on the underlying governmental action by providing for a single simultaneous hearing before the Hearing Examiner to consider the City's decision on a proposal and any environmental determinations made under this chapter.

(4) The City establishes the following administrative appeal procedures: Appeals to SEPA decisions are heard by the Hearing Examiner. For SEPA decision appeals made prior to project decision, only one open record public hearing before the Hearing Examiner will be held for both the SEPA appeal and the project permit. The Hearing Examiner shall be the responsible authority for both the SEPA appeal decision and the project permit decision. This includes project permits that would otherwise be heard by another decision-maker, such as the Planning Director or City Council. Any agency or person may appeal the City's procedural compliance with Chapter 197-11 WAC for issuance of the following determinations:

(a) A Final DNS or Mitigated DNS (MDNS) Made Prior to Project Permit Decision. An appeal of the DNS or MDNS made prior to the final permit decision must be made to the Hearing

(3) When a decision maker considers a final decision on a proposal:

(a) The alternatives in the relevant environmental documents shall be considered.

(b) The range of alternative courses of action considered by decision makers shall be within the range of alternatives discussed in the relevant environmental documents. However, mitigation measures adopted need not be identical to those discussed in the environmental document.

(c) If information about alternatives is contained in another decision document which accompanies the relevant environmental documents to the decision maker, agencies are encouraged to make that information available to the public before the decision is made.

[Statutory Authority: RCW 43.21C.110, 84-05-020 (Order DE 83-39), § 197-11-655, filed 2/10/84, effective 4/4/84.]

197-11-660

Substantive authority and mitigation.

(1) Any governmental action on public or private proposals that are not exempt may be conditioned or denied under SEPA to mitigate the environmental impact subject to the following limitations:

(a) Mitigation measures or denials shall be based on policies, plans, rules, or regulations formally designated by the agency (or appropriate legislative body, in the case of local government) as a basis for the exercise of substantive authority and in effect when the DNS or DEIS is issued.

(b) Mitigation measures shall be related to specific, adverse environmental impacts clearly identified in an environmental document on the proposal and shall be stated in writing by the decision maker. The decision maker shall cite the agency SEPA policy that is the basis of any condition or denial under this chapter (for proposals of applicants). After its decision, each agency shall make available to the public a document that states the decision. The document shall state the mitigation measures, if any, that will be implemented as part of the decision, including any monitoring of environmental impacts. Such a document may be the license itself, or may be combined with other agency documents, or may reference relevant portions of environmental documents.

(c) Mitigation measures shall be reasonable and capable of being accomplished.

(d) Responsibility for implementing mitigation measures may be imposed upon an applicant only to the extent attributable to the identified adverse impacts of its proposal. Voluntary additional mitigation may occur.

(e) Before requiring mitigation measures, agencies shall consider whether local, state, or federal requirements and enforcement would mitigate an identified significant impact.

(f) To deny a proposal under SEPA, an agency must find that:

(i) The proposal would be likely to result in significant adverse environmental impacts identified in a final or supplemental environmental impact statement prepared under this chapter; and

(ii) Reasonable mitigation measures are insufficient to mitigate the identified impact.

(g) If, during project review, a GMA county/city determines that the requirements for environmental analysis, protection, and mitigation measures in the GMA county/city's development regulations or comprehensive plan adopted under chapter 36.70A RCW, or in other applicable local, state or federal laws or rules, provide adequate analysis of and mitigation for the specific adverse environmental impacts of the project action under RCW 43.21C.240, the GMA county/city shall not impose additional mitigation under this chapter.

(2) Decision makers should judge whether possible mitigation measures are likely to protect or enhance environmental quality. EISs should briefly indicate the intended environmental benefits of mitigation measures for significant impacts (WAC 197-11-440(6)). EISs are not required to analyze in detail the environmental impacts of mitigation measures, unless the mitigation measures:

(a) Represent substantial changes in the proposal so that the proposal is likely to have significant adverse

environmental impacts, or involve significant new information indicating, or on, a proposal's probable significant adverse environmental impacts; and

(b) Will not be analyzed in a subsequent environmental document prior to their implementation.

(3) Agencies shall prepare a document that contains agency SEPA policies (WAC 197-11-902), so that applicants and members of the public know what these policies are. This document shall include, or reference by citation, the regulations, plans, or codes formally designated under this section and RCW 43.21C.060 as possible bases for conditioning or denying proposals. If only a portion of a regulation, plan, or code is designated, the document shall identify that portion. This document (and any documents referenced in it) shall be readily available to the public and shall be available to applicants prior to preparing a draft EIS.

[Statutory Authority: 1995 c 347 (ESHB 1724) and RCW 43.21C.110. 97-21-030 (Order 95-16), § 197-11-660, filed 10/10/97, effective 11/10/97. Statutory Authority: RCW 43.21C.110. 84-05-020 (Order DE 83-39), § 197-11-660, filed 2/10/84, effective 4/4/84.]

197-11-680 Appeals.

(1) **Introduction.** Appeals provisions in SEPA are found in RCW 43.21C.060, 43.21C.075 and 43.21C.080. These rules attempt to construe and interpret the statutory provisions. In the event a court determines that these rules are inconsistent with statutory provisions, or with the framework and policy of SEPA, the statute will control. Persons considering either administrative or judicial appeal of any decision which involves SEPA at all are advised to read the statutory sections cited above.

(2) **Appeal to local legislative body.** RCW 43.21C.060 allows an appeal to a local legislative body of any decision by a local nonelected official conditioning or denying a proposal under authority of SEPA. Agencies may establish procedures for such an appeal, or may eliminate such appeals altogether, by rule, ordinance or resolution. Such appeals are subject to the restrictions in RCW 36.70B.050 and 36.70B.060 that local governments provide no more than one open record hearing and one closed record appeal for permit decisions.

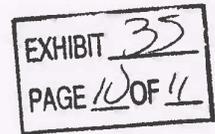
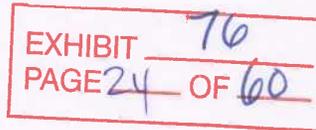
(3) Agency administrative appeal procedures.

(a) Agencies may provide for an administrative appeal of determinations relating to SEPA in their agency SEPA procedures. If so, the procedures must comply with the following:

- (i) The agency must specify by rule, ordinance, or resolution that the appeals procedure is available.
- (ii) Appeal of the intermediate steps under SEPA (e.g., lead agency determination, scoping, draft EIS adequacy) shall not be allowed.
- (iii) Appeals on SEPA procedures shall be limited to review of a final threshold determination and final EIS. These appeals may occur prior to an agency's final decision on a proposed action.
- (iv) An agency shall provide for only one administrative appeal of a threshold determination or of the adequacy of an EIS; successive administrative appeals on these issues within the same agency are not allowed. This limitation does not apply to administrative appeals before another agency.

(v) Except as provided in (a)(vi) of this subsection, the appeal shall consolidate any allowed appeals of procedural and substantive determinations under SEPA with a hearing or appeal on the underlying governmental action in a single simultaneous hearing before one hearing officer or body. The hearing or appeal shall be one at which the hearing officer or body will consider either the agency's decision or a recommendation on the proposed underlying governmental action. For example, an appeal of the adequacy of an EIS must be consolidated with a hearing or appeal on the agency's decision or recommendation on the proposed action, if both proceedings are allowed in agency procedures. If an agency does not provide for a hearing or appeal on the underlying governmental action (either a hearing on the agency's recommendation or an agency appeal hearing after the decision is made), the agency may not hold a SEPA administrative appeal, except as allowed under (a)(vi) of this subsection.

(vi) The following appeals of SEPA procedural or substantive determinations need not be consolidated with a hearing or appeal on the underlying governmental action:



(A) An appeal of a determination of significance;

(B) An appeal of a procedural determination made by an agency when the agency is a project proponent, or is funding a project, and chooses to conduct its review under SEPA, including any appeals of its procedural determinations, prior to submitting an application for a project permit. Subsequent appeals of substantive determinations by an agency with jurisdiction over the proposed project shall be allowed under the SEPA appeal procedures of the agency with jurisdiction;

(C) An appeal of a procedural determination made by an agency on a nonproject action; and

(D) An appeal to the local legislative authority under RCW 43.21C.060 or other applicable state statutes.

(vii) If a county/city to which RCW 36.70B.110 applies provides for an administrative appeal, any such appeal of a procedural or substantive determination under SEPA issued at the same time as the decision on a project action shall be filed within fourteen days after a notice of decision under RCW 36.70B.130 or after other notice that the decision has been made and is appealable. In order to allow public comment on a DNS prior to requiring an administrative appeal to be filed, this appeal period shall be extended for an additional seven days if the appeal is of a DNS for which public comment is required under this chapter or under county/city rules adopted under SEPA. For threshold determinations issued prior to a decision on a project action, any administrative appeal allowed by a county/city shall be filed within fourteen days after notice that the determination has been made and is appealable. Nothing in this subsection alters the requirements of (a)(v) and (vi) of this subsection.

(viii) Agencies shall provide that procedural determinations made by the responsible official shall be entitled to substantial weight.

(b) Agencies providing for administrative appeals shall provide for a record as required by RCW 43.21C.075 (3)(c).

(c) If an agency provides an administrative appeal procedure, that procedure must be used before anyone may initiate judicial review of any SEPA issue that could have been reviewed under the agency procedures.

(4) Judicial appeals.

(a) SEPA authorizes judicial appeals of both procedural and substantive compliance with SEPA.

(b) When SEPA applies to a decision, any judicial appeal of that decision potentially involves both those issues pertaining to SEPA (SEPA issues) and those which do not (non-SEPA issues). RCW 43.21C.075 establishes time limits for raising SEPA issues, but says that existing statutes of limitations control the appeal of non-SEPA issues. The statute contemplates a single lawsuit.

(c) If there is a time limit established by statute or ordinance for appealing the underlying governmental action, then appeals (or portions thereof) raising SEPA issues must be filed within such time period.

(d) The notice of action procedures of RCW 43.21C.080 may still be used. If this procedure is used, then the time limits for judicial appeal specified in RCW 43.21C.080 shall apply, unless there is a time limit established by statute or ordinance for appealing the underlying governmental action. If so, the time limit for appeal of SEPA issues shall be the time limit in the statute or ordinance for the underlying governmental action. If the proposal requires more than one governmental decision that will be supported by the same SEPA documents, then RCW 43.21C.080 still only allows one judicial appeal of procedural compliance with SEPA, which must be commenced within the applicable time to appeal the first governmental decision.

(e) If the time limit established by statute or ordinance for appealing the underlying governmental action is less than fifteen days, then the notice of action in RCW 43.21C.080(1) may be given by publishing once within that shorter time period, in a newspaper of general circulation in the area where the property that is the subject of the action is located, and meeting the other requirements of RCW 43.21C.080.

(f) If there is no time limit established by statute or ordinance for appeal, and the notice of action provisions are not used, then SEPA provides no time limit for judicial appeals. Appeal times may still be limited, however, by general statutes of limitation or the common law.

(g) For the purposes of this subsection, "a time limit established by statute or ordinance" does not include time limits established by the general statutes of limitation in chapter 4.16 RCW.

(5) Official notice of the date and place for commencing a judicial appeal.

(a) Official notice of the date and place for commencing an appeal must be given if there is a time limit established by statute or ordinance for commencing an appeal of the underlying governmental action. The notice shall include:

(i) The time limit for commencing appeal of the underlying governmental action and SEPA issues, and the statute or ordinance establishing the time limit; and

(ii) Where an appeal may be filed.

(b) Notice is given by:

(i) Delivery of written notice to the applicant, all parties to any administrative appeal, and all persons who have requested notice of decisions with respect to the particular proposal in question; and

(ii) Following the agency's normal methods of notice for the type of governmental action taken.

(c) Written notice containing the information required by subsection (5)(a) of this section may be appended to the permit, decision documents, or SEPA compliance documents or may be printed separately.

(d) Official notices required by this subparagraph shall not be given prior to final agency action.

[Statutory Authority: Chapter 43.21C RCW and 1997 c 429, 98-06-092 (Order 97-43), § 197-11-680, filed 3/4/98, effective 3/8/98. Statutory Authority: 1995 c 347 (ESHB 1724) and RCW 43.21C.110, 97-21-030 (Order 95-18), § 197-11-680, filed 10/10/97, effective 11/10/97. Statutory Authority: RCW 43.21C.110, 95-07-023 (Order 94-22), § 197-11-680, filed 3/6/95, effective 4/6/95; 84-05-020 (Order DE 83-39), § 197-11-680, filed 2/10/84, effective 4/4/84.]

197-11-700 Definitions.

(1) The terms used in these rules shall be uniform throughout the state as applied to SEPA (WAC 197-11-040). Agencies may add to certain of these definitions in their procedures, to help explain how they carry out SEPA, but shall not change these definitions (WAC 197-11-906).

(2) Unless the context clearly requires otherwise:

(a) Use of the singular shall include the plural and conversely.

(b) "Preparation" of environmental documents refers to preparing or supervising the preparation of documents, including issuing, filing, printing, circulating, and related requirements.

(c) "Impact" refers to environmental impact.

(d) "Permit" means "license" (WAC 197-11-760).

(e) "Commenting" includes but is not synonymous with "consultation" (Part Five).

(f) "Environmental cost" refers to adverse environmental impact and may or may not be quantified.

(g) "EIS" refers to draft, final, and supplemental EISs (WAC 197-11-405 and 197-11-738).

(h) "Under" includes pursuant to, subject to, required by, established by, in accordance with, and similar expressions of legislative or administrative authorization or direction.

(3) In these rules:

(a) "Shall" is mandatory.

(b) "May" is optional and permissive and does *not* impose a requirement.

(c) "Include" means "include but not limited to."

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Woodinville WEEKLY

U.S. Mail delivered to all Woodinville and Kingsgate residences. Carrier delivered to English Hill. Combined Circulation: 30,000

November 6, 2006

EXHIBIT 76
PAGE 1 of 1

NOTICE OF FINAL ENVIRONMENTAL STATEMENT (EIS)
AVAILABILITY FOR WOOD TRAILS AND MONTEVALLO
PRELIMINARY PLATS



"Citizens, business and local government;
a community commitment to our future."

Threshold Determination: Final Environmental Impact Statement
Date of Issuance: December 13, 2006
File Number: EIS2005-016, PPA2004-056 and PPA2004-093
Applicant/Contact: Phoenix Development, Inc./Loree Quade

Proposal Location: Wood Trails is located between 148th Avenue NE and a point 659.39 feet west of 148th Avenue NE and between NE 195th Street and the center line of NE 201st Street; and between 148th Avenue NE and a point 997.24 feet west thereof; and between the centerline of NE 201st Street and a point 360 feet north of the center line of NE 202nd Street, containing 38.7 acres; Montevallo is located between 156th Avenue NE and a point 992.57 feet west thereof; and between the north City limits and a point 659.39 feet south thereof, containing 16.5 acres, Woodinville, King County, Washington.

S/T/R: NE 03/26/05

Proposal Description: The applicant, Phoenix Development, has submitted preliminary plat applications for two sites in the Wellington neighborhood of Woodinville. The first preliminary plat, Wood Trails (PPA2004-056) is a 66-lot plat on a 38.7 acre site zoned R-1 (Residential - 1 dwelling unit per acre). The second preliminary plat, Montevallo (PPA2004-093), is a 66-lot plat on a 16.5-acre site, also zoned R-1. The applicant has submitted a rezone request to rezone both sites to R-4 (Residential - 4 dwelling units per acre).

Lead Agency: City of Woodinville

In accordance with Chapter 197-11 Washington Administrative Code and rules adopted by the City of Woodinville that implement SEPA, notice is hereby given that the City of Woodinville has completed and is issuing a Final Environmental Impact Statement (FEIS) concerning the proposed *Wood Trails and Montevallo Subdivisions*. The Final EIS provides analysis of potential impacts based on the range of environmental parameters identified through the scoping process.

A public hearing will be held for the preliminary plat and rezone applications and public notice of the hearing will occur at least 15 days prior to the hearing and will be published in the City's official newspaper, the Woodinville Weekly, as well as being posted and mailed to all parties as specified by WWC 17.11.030.

The Final EIS will be available to the general public on Wednesday, December 13, 2006. Please see the News Release in the Woodinville Weekly dated December 11, 2006 for further detail.

Any questions regarding the Environmental Impact Statement should be directed to Susie McCann, Acting Manager Plan Review and Inspections.

SEPA OFFICIAL: Cindy Baker, Director of Development Services.
ADDRESS: 17301 133rd Avenue NE, Woodinville, WA 98072
NOTE: To view a site map for this project, please visit our web site:
www.ci.woodinville.wa.us/events/legal-notices.asp

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17301 133rd Avenue NE • Woodinville, WA 98072-8534
425-489-2700 • Fax: 425-489-2705, 425-489-2756

♻️ printed on recycled paper

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The FEIS will be available for public inspection at Woodinville City Hall, 1730 3rd Avenue NE, and the Woodinville Library, 17105 Avondale Road during regular business hours. A bound copy or CD can be purchased at the Woodinville branch of FedEx-Kinko's, 13620 NE 175th Street. The 3-volume document is also available on the City's website at <http://www.ci.woodinville.wa.us/events/EIS.asp>.

Any questions regarding the Environmental Impact Statement should be directed to Susie McCann, Acting Manager Plan Review and Inspections.

SEPA OFFICIAL:
POSITION/TITLE:
ADDRESS:

Cindy Baker
Director of Development Services
17301 133rd Avenue NE
Woodinville, WA 98072

SIGNATURE:

Cynthia Baker

DATE: December 13, 2006

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PAGE 2 OF 4

December 18, 2006



"Citizens, business and local government:
a community commitment to our future."

To: Interested persons

Re: Wood Trails and Montevallo Subdivisions
Final Environmental Impact Statement

The Public Hearing before the City Hearing Examiner on the Preliminary Plat and Re-zone Applications for the Wood Trails and Montevallo Subdivisions has been rescheduled. The Public Hearing is now scheduled for 2 days, Wednesday, February 28th, 2007, and Thursday, March 1st, 2007, (7 p.m. to 10 p.m.), at Carol Edwards Center, gymnasium, 17401-133rd Avenue NE, Woodinville, WA 98072. Questions regarding the Public Hearing should be directed to Susie McCann, Manager (susiem@ci.woodinville.wa.us), phone #(425) 489-2754.

Since a number of citizens have raised questions regarding the time for filing an appeal of the Wood Trails and Montevallo Subdivisions Final Environmental Impact Statement, the following statement is issued as public information.

The State Environmental Protection Act ("SEPA") allows for administrative appeals at the local agency level and for judicial appeals of a Final Environmental Impact Statement ("FEIS").

The provision for an administrative appeal of a FEIS at the local agency level is not required under SEPA. The Development Services Director has recently issued an Administrative Interpretation of the Woodinville Environmental and Development Regulations and determined that there is no local ordinance providing for an administrative appeal of a FEIS. This means that a judicial appeal of the Wood Trails and Montevallo Subdivisions FEIS is the only available means of appeal.

The rules for judicial appeals of an FEIS can be found in the Washington Administrative Code at WAC 197-11-680 (4). In part, these rules state the following:

"(b) When SEPA applies to a decision, any judicial appeal of that decision potentially involves both those issues pertaining to SEPA (SEPA issues) and those which do not (non-SEPA issues). RCW 43.21C.075 establishes time limits for raising SEPA issues, but says

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that existing statutes of limitations control the appeal of non-SEPA issues. The statute contemplates a single lawsuit."

"(c) If there is a time limit established by statute or ordinance for appealing the underlying governmental action, then appeals (or portions thereof) raising SEPA issues must be filed within such time period."

The decision of the Woodinville City Council to approve or deny a re-zone or subdivision application is a land use decision which may be appealed by following the provisions of the Land Use Petition Act ("LUPA") found in RCW 36. 70C. A LUPA appeal must be served and filed within 21 days of the decision by the City Council. SEPA claims, including any claims that the FEIS is procedurally or substantively flawed, may be included within the LUPA appeal. Any SEPA claims not included within the appeal of the decision to approve or deny the re-zone or to approve or deny the subdivision application will likely be waived. A judicial appeal of only the FEIS without an appeal of the underlying project application is not allowed by statute.

Summary: Any appeal of the Wood Trails and Montevallo Subdivisions Final Environmental Impact Statement is timely made only if included in a timely served and filed LUPA appeal of the underlying decision to either approve or deny the requested rezone or the requested subdivision application. The LUPA appeal must be served within 21 days of the decision by the City Council. The City Council will make its decisions after reviewing the recommendations made by the Hearing Examiner.

The foregoing message is not intended as legal advice and anyone considering an appeal of the Wood Trail and Montevallo Subdivisions Final Environmental Impact Statement should consult their own attorney for legal advice.

Cindy Baker
Cindy Baker *by CLJ*
Interim Development Services Director

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Vol. 31 No. 10

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WOODINVILLE WEEKLY WEBBICLY

December 11, 2006

CITY OF WOODINVILLE
NOTICE OF FINAL ENVIRONMENTAL STATEMENT
(FEIS) AVAILABILITY FOR WOOD TRAILS AND
MONTEVALLO PRELIMINARY PLATS

PROJECT: Wood Trails/Montevallo
Threshold Determination: Final Environmental Impact Statement
Date of Issuance: December 18, 2006
File Numbers: EIS2005-016, RPA2004-056 and RPA2004-093
Applicant/Contact: Phoenix Development, Inc./Loree Glada
Proposed Location: Wood Trails is located between 148th Avenue NE and a point 659.39 feet west of 148th Avenue NE and between 148th Avenue NE and a point 397.24 feet west thereof and between the centerline of NE 201st Street and between the centerline of NE 202nd Street and a point 360 feet north of the centerline of NE 202nd Street, containing 38.7 acres; Montevallo is located between 148th Avenue NE and a point 992.27 feet west thereof and between the north City limits and a point 659.39 feet south thereof, containing 16.5 acres, Woodinville, King County, Washington, WA 98072.

Project Description: The applicant, Phoenix Development, has submitted preliminary plat applications for two sites in the Woodinville neighborhood of Woodinville. The first preliminary plat, Wood Trails (RPA 2004-056) is a 66-acre plat of a 38.7-acre site zoned R21 (Residential - Single-Family, one unit per acre). The second preliminary plat, Montevallo (RPA 2004-093) is a 66-acre plat on a 16.5-acre site also zoned R21. The applicant has submitted a rezoning request to rezone both sites to R4 (Residential - Single-Family, one unit per acre).

Lead Agency: City of Woodinville
in accordance with Chapter 19.01 Washington Administrative Code and policies adopted by the City of Woodinville that implement SEPA. Notice is hereby given that the City of Woodinville has completed and provides analysis of potential impacts based on the range of reasonable alternatives. A public hearing will be held for the preliminary plat and rezoning applications and public notice of the hearing will occur at least 15 days prior to the hearing and will be published in the City's official newspaper, Woodinville Weekly. A public hearing will be held on the preliminary plat and rezoning applications at the City of Woodinville, 17500 NE 175th Avenue, Woodinville, WA 98072, on December 13, 2006. Please see the News Release in this issue of Woodinville Weekly for further details. Any questions regarding the Environmental Impact Statement should be directed to Sustainability and Planning Manager Plan Review Inspections.

FOR OFFICIAL USE: Cindy Baker, Director of Development Services
ADDRESS: 17501 175th Ave

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CITY OF WOODINVILLE
17301 NE 133rd Avenue NE
WOODINVILLE, WA 98072
(425) 489-2754
NOTICE OF PUBLIC HEARING

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The City of Woodinville Hearing Examiner will conduct a Public Hearing to consider public comment on the **Rezone & Preliminary Plat Application** described below.

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a community commitment to our future."

DESCRIPTION OF APPLICATION	
Project Name:	Wood Trails Rezone and Preliminary Plats (the rezone and preliminary plat will be considered concurrently, but with separate criteria and decisions)
File Number:	ZMA2004-053 and PPA2004-054
Applicant(s)	Phoenix Development, Inc. 16108 Ash Way, Suite 201 Lynnwood, WA 98037
Contact:	Loree Quade
Location:	<u>Wood Trails</u> : directly south of the King-Snohomish County boundary; West 148 th NE from NE 195 th Street to NE 202 nd Street, Woodinville, King County, Washington.
Section of Code Pertinent to Hearing Procedure:	The public hearing will be governed by the procedures set forth in Chapter 17.15 WMC. Other applicable provisions of the WMC include but are not limited to, Titles 12, 13, 14, 15, 16, 17, 20, 21, and 22.
Proposal:	<u>Wood Trails</u> : Proposed subdivision of 50.5 acres into 66 Single Family lots concurrent with a proposed zoning map amendment redesignating the project site from R1 to R4, with density transfer to the Montevallo Proposal.

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Public Hearing Date: Wednesday, February 28, 2007. (The public hearing for the Montevallo proposal will be held on Thursday, March 1, 2007)

Time: 7:30 P.M.

Hearing Location: Woodinville Community Center Gym
17401 133rd Avenue NE
Woodinville, WA 98072

Date of Notice: February 12, 2007

Responsible Official: Cindy Baker, Director of Development Services

Signature: Cindy Baker

Date: 2/8/07

Copies of all application documents, code provisions and other relevant materials are available for review or purchase at City Hall. In addition, a copy of the staff report will be available 7 days prior to the rezone and preliminary plat hearing. All interested parties may appear and provide testimony regarding the above proposal at the Public Hearing. Written comments regarding this proposal will be accepted up to and at the Public Hearing. Written comments should be addressed to the Development Services Department at the address shown above. If you have questions, please call Susie McCann at (425)489-2754 ext. 2272.

NOTE: The rezone and preliminary plat hearing, subject to this notice, is an OPEN RECORD HEARING. A record of this hearing will be created. Any party interested in the recommendation and/or decision(s) arising from this hearing must present oral or written testimony for the record at the OPEN RECORD HEARING. **Rezone Recommendation:** The hearing examiner will make a recommendation to the city council for its decision on the rezone. An appeal of the rezone is a judicial appeal to superior court. **Preliminary Plat Decision:** The hearing examiner will make a final decision on the preliminary plat, and any approval of the preliminary plat will be expressly conditioned and contingent upon the city council's approval of the rezone. The preliminary plat decision can be administratively appealed to the city council and is limited to the existing record (a CLOSED RECORD APPEAL PROCEEDING), no new factual evidence or information may be submitted.

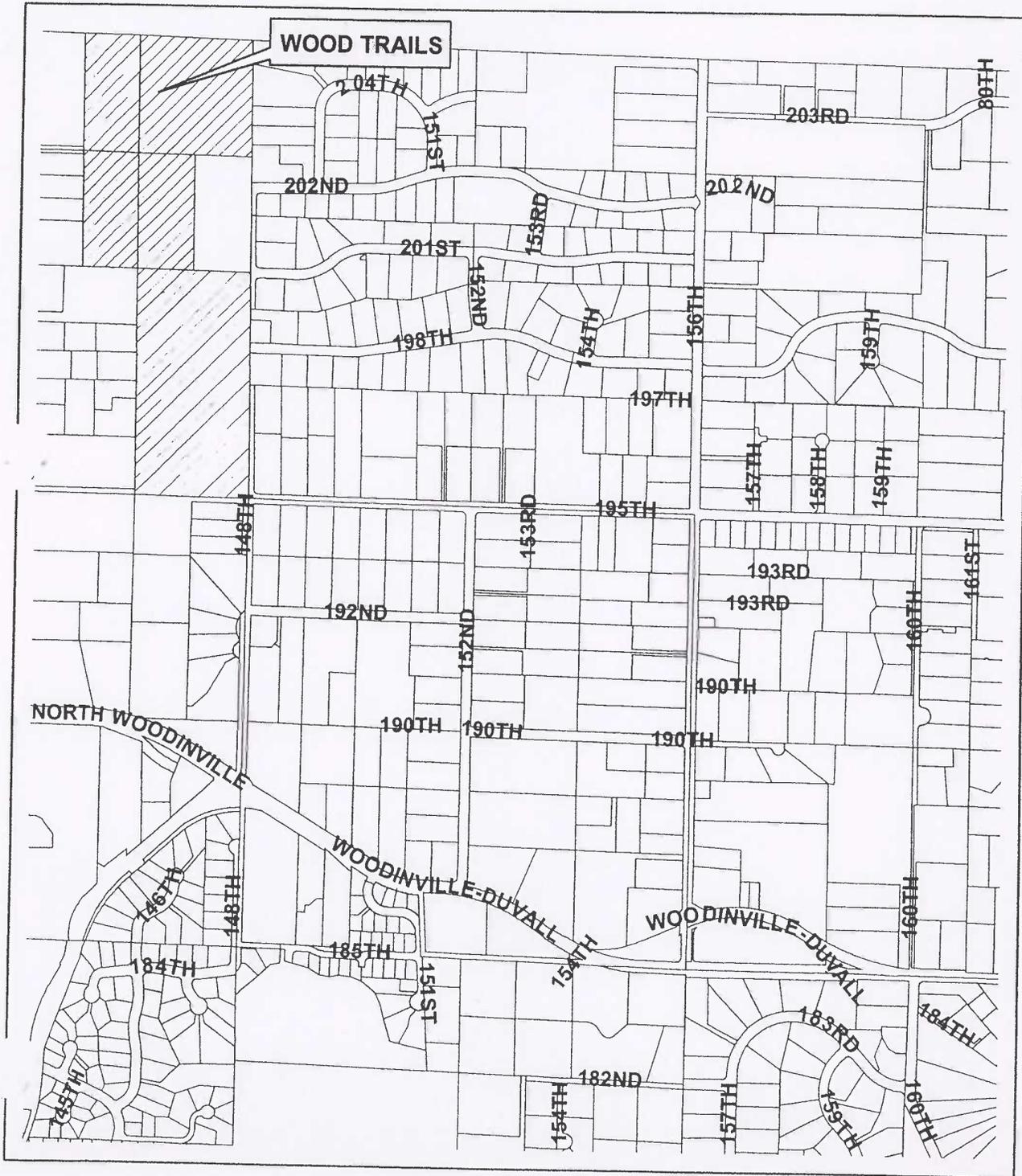


WOOD TRAILS REZONE AND PRELIMINARY PLAT

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Parcel Numbers: 0326059044, 0326059111,
0326059045, 0326059038, 0326059032.

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CITY OF WOODINVILLE
17301 NE 133rd Avenue NE
WOODINVILLE, WA 98072
(425) 489-2754
NOTICE OF PUBLIC HEARING



The City of Woodinville Hearing Examiner will conduct a Public Hearing to consider public comment on the **Rezone & Preliminary Plat Application** described below.

DESCRIPTION OF APPLICATION

Project Name: Wood Trails Rezone and Preliminary Plats (the rezone and preliminary plat will be considered concurrently, but with separate criteria and decisions)

File Number: ZMA2004-053 and PPA2004-054

Applicant(s): Phoenix Development, Inc.
16108 Ash Way, Suite 201
Lynnwood, WA 98037

Contact: Loree Quade

Location: Wood Trails; directly south of the King-Snohomish County boundary; West 148th NE from NE 195th Street to NE 202nd Street, Woodinville, King County, Washington.

Section of Code Pertinent to Hearing Procedure: The public hearing will be governed by the procedures set forth in Chapter 17.15 WMC. Other applicable provisions of the WMC include but are not limited to, Titles 12, 13, 14, 15, 16, 17, 20, 21, and 22.

Proposal: Wood Trails; Proposed subdivision of 50.5 acres into 66 Single Family lots concurrent with a proposed zoning map amendment redesignating the project site from R1 to R4, with density transfer to the Montevallo Proposal.

Public Hearing Date: Wednesday, February 28, 2007. (The public hearing for the Montevallo proposal will be held on Thursday, March 1, 2007)

Time: 7:30 P.M.

Hearing Location: Woodinville Community Center Gym
17401 133rd Avenue NE
Woodinville, WA 98072

Date of Notice: February 12, 2007

Responsible Official: Cindy Baker, Director of Development Services

Signature: _____
Date: _____

Copies of all application documents, code provisions and other relevant materials are available for review or purchase at City Hall. In addition, a copy of the staff report will be available 7 days prior to the rezone and preliminary plat hearing. All interested parties may appear and provide testimony regarding the above proposal at the Public Hearing. Written comments regarding this proposal will be accepted up to and at the Public Hearing. Written comments should be addressed to the Development Services Department at the address shown above. If you have questions, please call Susie McCann at (425)489-2754 ext. 2272.

NOTE: The rezone and preliminary plat hearing, subject to this notice, is an OPEN RECORD HEARING. A record of this hearing will be created. Any party interested in the recommendation and/or decision(s) arising from this hearing must present oral or written testimony for the record at the OPEN RECORD HEARING. **Rezone Recommendation:** The hearing examiner will make a recommendation to the city council for its decision on the rezone. An appeal of the rezone is a judicial appeal to superior court. **Preliminary Plat Decision:** The hearing examiner will make a final decision on the preliminary plat, and any approval of the preliminary plat will be expressly conditioned and contingent upon the city council's approval of the rezone. The preliminary plat decision can be administratively appealed to the city council and is limited to the existing record (a CLOSED RECORD APPEAL PROCEEDING), no new factual evidence or information may be submitted.



City of Woodinville
AFFIDAVIT OF POSTING
FOR
NOTICE OF PUBLIC HEARING

EXHIBIT 76
PAGE 36 OF 60

EXHIBIT 45
PAGE 1 OF 2

Development Services Department
425-489-2754 • 17301 133rd Avenue NE • Woodinville, WA 98072
Permit Desk Hours • Monday – Friday • 8:30am – 4:00pm • Wednesday 11:30am-4:00pm

Phoenix Development Inc
Applicant Name

PPA 2004-054
ZMA 2004-053
File Number
SRG # 1
Wood TRAILS

I understand that WMC 17.11.030 Application Requirements/Notice Methods of Woodinville Municipal Code of the City of Woodinville requires me to post the property at least fifteen (15) days prior to the Public Hearing.

I certify that on 2/12/07 the **NOTICE OF PUBLIC HEARING SIGN(S)** in accordance with applicable requirements and guidelines were posted on the property located at South of 205th / West of 156th so as to be clearly seen from each right-of-way providing vehicular access to the property.

State of Washington
County of King

[Signature]
Signature

Subscribed and Sworn to me this 13th day of February, 2007

Jennifer L Kuhn
Jennifer L Kuhn



Notary Public for the
State of Washington, residing
Woodinville, Washington
My Commission expires May 18, ~~2006~~ 2010

This affidavit must be properly completed upon this posting of the required **Notice of Public Hearing** and returned to the Development Services Department, not later than the 15th day preceding the Public Hearing date.

Return to:
City of Woodinville
Development Services
17301 133rd Avenue NE
Woodinville, WA 98072



City of Woodinville
AFFIDAVIT OF POSTING
FOR
NOTICE OF PUBLIC HEARING

EXHIBIT ~~45~~
PAGE ~~2~~ OF ~~2~~

Development Services Department
425-489-2754 • 17301 133rd Avenue NE • Woodinville, WA 98072
Permit Desk Hours • Monday – Friday • 8:30am – 4:00pm • Wednesday 11:30am-4:00pm

EXHIBIT 76
PAGE 37 OF 60

Phoenix Development Inc
Applicant Name

PPA 2004 - 054
ZMA 2004 - 053
File Number
Sign #2
WOOD TRAILS

I understand that WMC 17.11.030 Application Requirements/Notice Methods of Woodinville Municipal Code of the City of Woodinville requires me to post the property at least fifteen (15) days prior to the Public Hearing.

I certify that on 2/12/07 the **NOTICE OF PUBLIC HEARING SIGN(S)** in accordance with applicable requirements and guidelines were posted on the property located at South of 205th / West of 156th so as to be clearly seen from each right-of-way providing vehicular access to the property.

State of Washington
County of King

[Signature]
Signature

Subscribed and Sworn to me this 13th day of February, 2007

Jennifer L Kuhn
Jennifer L Kuhn



Notary Public for the
State of Washington, residing
Woodinville, Washington
My Commission expires May 18, ~~2006~~ 2010

This affidavit must be properly completed upon this posting of the required **Notice of Public Hearing** and returned to the Development Services Department, not later than the 15th day preceding the Public Hearing date

Return to:
City of Woodinville
Development Services
17301 133rd Avenue NE
Woodinville, WA 98072

Notice ~~mailed~~
Mailed
Posted on site

CITY OF WOODINVILLE
17301 NE 133rd Avenue NE
WOODINVILLE, WA 98072
(425) 489-2754

EXHIBIT 74
PAGE 38 OF 60

NOTICE OF CONTINUATION OF PUBLIC HEARING

The Public Hearing before the City Woodinville Hearing Examiner to consider public comment on the **Rezone & Preliminary Plat Application** described below **will be continued to March 14, 2007.**

PLEASE NOTE THAT THE HEARING EXAMINER'S ONLY ACTION ON FEBRUARY 28, 2007 WILL BE TO FORMALLY OPEN THE PROCEEDING AND CONTINUE THE HEARING UNTIL MARCH 14, 2007. PRESENTATION OF THE STAFF REPORT AND SUBMISSION OF ALL RELEVANT SUBSTANTIVE TESTIMONY REGARDING THE WOOD TRAILS PROPOSAL WILL OCCUR ON MARCH 14 and 15, 2007. **THE HEARING EXAMINER WILL NOT ACCEPT ORAL TESTIMONY REGARDING THIS PROPOSAL ON FEBRUARY 28, 2007.**

	DESCRIPTION OF APPLICATION
Project Name:	Wood Trails Rezone and Preliminary Plat (the rezone and preliminary plat will be considered concurrently, but with separate criteria and decisions)
File Number:	ZMA2004-053 and PPA2004-054
Applicant(s)	Phoenix Development, Inc. 16108 Ash Way, Suite 201 Lynnwood, WA 98037
Contact:	Loree Quade
Location:	<u>Wood Trails</u> : directly south of the King-Snohomish County boundary; West 148 th NE from NE 195 th Street to NE 202 nd Street, Woodinville, King County, Washington. ¼ Sec NE, Sec 03, Twn 26, Range 05
Section of Code Pertinent to Hearing Procedure:	The public hearing will be governed by the procedures set forth in Chapter 17.15 WMC and Chapter 2.27 WMC. Other applicable provisions of the WMC include but are not limited to, Titles 12, 13, 14, 15, 17, 20, 21, and 22.
Proposal:	<u>Wood Trails</u> : Proposed subdivision of 50.5 acres into 66 single-family residential lots concurrent with a proposed zoning map amendment redesignating the project site from R1 to R4, with density transfer to the Montevallo Proposal.

Public Hearing Date:

The public hearing will be initially opened on Wednesday, February 28, 2007, but no oral testimony will be accepted on that date. **The hearing will be continued to March 14, 2007** (The public hearing for the Montevello proposal will be held on Thursday, March 1, 2007)

Time:

The initial hearing will be commence at 7:30 P.M. on February 28, 2007. **The hearing will be continued and will reconvene at 7:00 P.M. on March 14, 2007.**

Hearing Location:

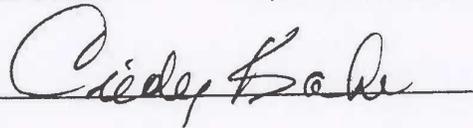
Carol Edwards Community Center Gym
17401 133rd Avenue NE
Woodinville, WA 98072

EXHIBIT 76
PAGE 39 OF 60

Date of Continuation Notice: February 26, 2007

Responsible Official: Cindy Baker, Interim Director of Development Services

Signature:



Date:

2/26/07

Copies of all application documents, code provisions, evidence and other relevant materials are available for review (at no cost) or purchase (at the City's cost) at City Hall. In addition, a copy of the staff report will be available to review at no cost 7 days prior to the Hearing Examiner's acceptance of any testimony at the rezone and preliminary plat hearing; copies of the staff report will be provided at the City's cost. All interested parties may appear and provide testimony regarding the above proposal at the continued March 14, 2007 Public Hearing. Written comments regarding this proposal will be accepted up to and at the Public Hearing. Written comments should be addressed to the Development Services Department at the address shown above. If you have questions, please call Susie McCann at (425)489-2754 ext. 2272.

NOTE: The rezone and preliminary plat hearing, subject to this notice, is an OPEN RECORD HEARING. A record of this hearing will be created. Any party interested in the recommendation and/or decision(s) arising from this hearing must present oral or written testimony for the record at the OPEN RECORD HEARING. **Rezone Recommendation:** The hearing examiner will make a recommendation to the city council for its decision on the rezone. An appeal of the rezone is a judicial appeal to superior court. **Preliminary Plat Decision:** The hearing examiner will make a final decision on the preliminary plat, and any approval of the preliminary plat will be expressly conditioned and contingent upon the city council's approval of the rezone. The preliminary plat decision can be administratively appealed to the city council and is limited to the existing record (a CLOSED RECORD APPEAL PROCEEDING), no new factual evidence or information may be submitted.

Community Calendar

CALENDAR ANNOUNCEMENT
DEADLINE IS 12:00 NOON
THURSDAY
CHILDREN
 atle Children's Theatre, Afternoon of the Elves, opens Friday, Feb 9 thru March 24, Fridays at 7pm, Saturdays & Sundays, 2pm and 5:30pm, 201 Thomas Street, Seattle, 516-532, for info: 206-441-3322 or www.sct.org
 tural Sundays at The Children's Museum, West African Drumming Workshop, March 11, 1-2pm, \$7.50 for children and adults, \$6.50 for 55 and over, \$6.00 for groups of 10 or more, children under one, free. Seattle Center House

CLASSES
 ychic Reading Demonstration, Saturday March 10, 3:00pm, Call 425-258-1449 or cdm.org for more information and directions.

Youth Art Painting Class with Whiting Tennis, Frye Art Studio, Thursdays, March 8-April 5, 3:30-5:30pm. Registration \$100/members. \$120/nonmembers. Registration www.fryemuseum.org/ArtRegistration.htm

Piano Master Class with Bellevue Philharmonic soloist Norman Krieger, Thursday, March 15, 7:00pm at Sherman City Pianos downtown Bellevue. For more information 425-455-4171, or email: info@bellevuepgi.org

CONCERTS
 Eastside Symphony Concert, Sunday, March 11, 3pm, Redmond Performing Arts Center, 17272 NE 104th, Redmond. Rachmaninov Piano Concerto, for information: www.eastidesymphony.org
 An Evening With Peter Cetera and Seattle Symphony, March 9, 8pm, Tickets \$20-\$70, 206-215-4747, toll free 866-8333-4747 or www.seattlesymphony.org

seattlesymphony.org
 Vladimir Feltsman, Tuesday, March 13, 8:00pm, Meany Hall on the UW Campus. Tickets: \$40. Call 206-543-4880 or online at uw-wordsies.org for tickets or more information.

Ancient Sounds, Thursday, March 8, 7pm, Chateau at Bothell Landing. For more information, www.chateauatretirement.com. Admission Free

GARDEN
 8th Annual Garden Expo 2007, Saturday March 10, Sunday March 11, 9am-5:30pm. www.xtagillvalleygardens.com for more information.

Beesto Help Your Garden, 10:30am, March 10, Master Gardener Demonstration Garden, 15500 SE 16th St, Bellevue.

LECTURES
 Drug and Alcohol Addiction Lecture, by Dr. Roger Roffman, Monday, March 12, 7:30pm, Congregation Kol Ami, 16530 Avondale Road NE, one block from the Woodinville Library

Memory and Aging, What's Normal and What's Not?, Monday, March 12, 1:30-3:30pm, Northgate Branch, Seattle Public

Library, 10548 - 5th Avenue, NE, Seattle

International Sanctos - Business Risks and Human Costs, March 7, 6:30pm, Cost \$15 general public, \$10 students, North Creek Events Center Cascadia Community College, 18325 Campus Way NE, Bothell

Our Are Fish In Hot Water?, Tuesday, March 13, 6:30-8pm, The Mountaineers Building, Summit Room, 300 Third Avenue West, Seattle. RSVP Joelle Robinson, joelle@nwfi.org or 206-285-8707 x 105

SPECIAL EVENTS
 Free "CPR SATURDAY" Saturday, March 10, 9am, 9:30am, 11am, 12:30pm and 2pm. Washington State Convention and Trade Center. Pre-registration by visiting www.seattlereadcross.org or by calling 206-726-3534

Wellness Palooza for Matter of Health and Aging, Chateau at Bothell Landing, across from the North Shore Senior Center, Bothell: 425-485-1155 or www.chateauatretirement.com

Indoor All-Church Garage Sale, Saturday and Sunday March 16 and 17 from 10am to 3pm.

Avondale Bible Church, 17010 Avondale Road NE.

Today's Girls, Tomorrow's History, March 8, 7pm, Woodinville Barnes & Noble. www.readergirlz.com or www.myspace.com/readergirlz

NightWaves Teen Night, March 10, 8:30pm-12am, grades 7-12. Admission \$5 with school ID. Lynnwood Recreation Center 18900 44th Ave W, Lynnwood. Call 425-744-6471 or www.citylynnwood.wa.us/teens for more information

Bear Creek Friends of Scouting Breakfast, March 23rd, 7:30-8:45am, Bear Creek Country Club, 13737 202nd Ave. Northeast. RSVP 425-822-3850 or grg@ngaswhealth.com

Spotted Cow Cream and Bean's help support 2007 Seattle Breast Cancer 3-Day, March 9th, 10th, and 11th. 3414 132nd St. SE, Mill Creek or 15118 Main Street, Mill Creek.

East Lake Washington Audubon Society, March 9th, 11a.m. Kenmore P&R Library, Bothell Way and 62nd Ave NE, Hugh Jennings 425-746-6351

SPORTS
 Puget Sound Senior Baseball League will be holding tryouts at Bellevue Community College, March 10th and 24th. 9am-noon ages 21 and Over, noon-3pm ages 38 and over. Location 3000 Landersholm Circle SE, Bellevue.

For more information www.pssbl.com or 425-957-1430.

Northwest Baseball Academy is enrolling students for spring break camps. Ages 9-13, Monday-Friday April 2-6 and April 9-13, 9am-1pm. For more information www.nwbaseballacademy.org or call 425-482-6822

Seattle Bombers summer teams are looking for players for U14 and U15 teams. For more information www.nwbaseballacademy.org or call 425-780-1680

SUPPORT
 Alzheimer's Association Sponsored Support Group, Gardens at Town Square Retirement Community, Bellevue: 206-447-1181

Angel Care-Breast Cancer Foundation, trained survivors offering free emotional support: 425-861-5655

Al-Anon, families & friends of problem drinkers: 206-625-0000

THEATRE
 A Tale of Two Cities, by Charles Dickens, Seattle Center House Theatre, 305 Harrison St., Seattle, Wednesday thru Saturday, 7:30pm, Saturday & Sunday, 2pm (except Feb. 17), \$15-\$32, for info: 206-216-0833 or www.book-it.org
 Once Upon A Time in New Jersey, Village Theatre, March 14 - April 22, Wed thru Sat 8:00pm. Sunday 2:00pm. 303 Front Street North, Issaquah. Tickets \$25-\$49 Box office 425-392-2202 or 866-688-0499

ATTENTION STUDENTS
 From
 Maltby Elementary,
 Hidden River Middle School,
 Leota Jr. High and
 Wellington Elementary
FREE RIDING LESSON
 at
 Woodinview Stables
 Woodinville
Call for more information
 1-800-753-PONY (7669)
 info@ponyparadiserides.com

CITY OF WOODINVILLE
 17301 133rd Avenue NE
 WOODINVILLE, WA 98072
 (425) 489-2754 FAX (425) 489-2705

NOTICE OF DEADLINE TO SUBMIT 2007 ANNUAL COMPREHENSIVE PLAN AND LAND USE REGULATIONS AMENDMENTS PERTAINING TO ALL AREAS OF THE CITY

The Deadline for submitting annual amendments to the Comprehensive Plan and Land Use Regulations is **Friday, March 30, 2007 by 5:00 PM.** (Note: Standard deadline date of March 31st is a Saturday)

Please submit applications to:
 Development Services Department
 City of Woodinville
 17301 133rd Avenue NE
 Woodinville, WA 98072

DATED this 5th day of March, 2007.
 Cindy Baker
 Interim Development Services Director

Published March 5th, 2007

Fundraising Event for Moonray Espresso
 located in Copper Hill Square of Duvall, WA

Saturday, March 10, 2007, 7 AM - 10 PM
Sunday, March 11, 2007, 8 AM - 9 PM

Live Music Event Scheduled for March 17th

For more information/details go to:
<http://www.duvallforums.com/forums/showthread.php?t=23916>

CITY OF WOODINVILLE
 17301 NE 133rd Avenue NE
 WOODINVILLE, WA 98072
 (425) 489-2754

NOTICE OF CONTINUATION OF PUBLIC HEARING

The Public Hearing before the City Woodinville Hearing Examiner to consider public comment on the **Rezoning Preliminary Plat Application** described below will be continued to March 15, 2007.

LEASE NOTE THAT THE HEARING EXAMINER'S ONLY ACTION ON MARCH 1, 2007 WILL BE TO FORMALLY OPEN THE PROCEEDING AND CONTINUE THE HEARING UNTIL MARCH 15, 2007. REPRESENTATION OF THE STAFF REPORT AND SUBMISSION OF ALL RELEVANT SUBSTANTIVE TESTIMONY REGARDING THE MONTEVALLO PROPOSAL WILL OCCUR ON MARCH 14 AND 15, 2007. THE HEARING EXAMINER WILL NOT ACCEPT ORAL TESTIMONY REGARDING THIS PROPOSAL ON MARCH 1, 2007.

DESCRIPTION OF APPLICATION
Project Name: Montevallo Rezoning and Preliminary Plat (the rezoning and preliminary plat will be considered concurrently, but with separate criteria and decisions)
File Number: ZMA2004-094 and PPA2004-093
Applicant(s): Phoenix Development, Inc. 16108 Ash Way, Suite 201 Lynnwood, WA 98037
Contact: Loree Quade
Location: <u>Montevallo:</u> South of NE 205th Street & West of 156th Avenue NE, Woodinville, King County, Washington. <u>LOTS 1, 2, 3, 4, AND 5 SUMMERS ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 100 OF PLATS, PAGES 33 AND 34, IN KING COUNTY, WASHINGTON</u>
Section of Code Pertinent to Hearing Procedure: The public hearing will be governed by the procedures set forth in Chapter 17.15 WMC and Chapter 2.27 WMC. Other applicable provisions of the WMC include but are not limited to, Titles 12, 13, 14, 15, 17, 20, 21, and 22.
Proposal: <u>Montevallo:</u> Proposed subdivision of 16.49 acres into 66 single-family residential lots concurrent with a proposed zoning map amendment redesignating the project site from R1 to R4, with density transfer from the Wood Trails Proposal.
Public Hearing Date: The public hearing will be initially opened on Wednesday, March 1, 2007, but no oral testimony will be accepted on that date. The hearing will be continued to March 15, 2007. (The public hearing for the Wood Trails proposal will be held on Thursday, February 28, 2007)
Time: The initial hearing will be commence at 7:30 P.M. on March 1, 2007. The hearing will be continued and will reconvene at 6:00 P.M. on March 15, 2007.
Hearing Location: Carol Edwards Community Center Gym 17401 133rd Avenue NE Woodinville, WA 98072
Date of Continuation Notice: February 26, 2007
Responsible Official: Cindy Baker, Interim Director of Development Services
Signature: _____ Date: _____

Copies of all application documents, code provisions, evidence and other relevant materials are available for review (at no cost) or purchase (at the City's cost) at City Hall. In addition, a copy of the staff report will be available to review at no cost 7 days prior to the Hearing Examiner's acceptance of any testimony at the rezoning and preliminary plat hearing; copies of the staff report will be provided at the City's cost. All interested parties may appear and provide testimony regarding the above proposal at the continued March 15, 2007 public hearing. Written comments regarding this proposal will be accepted up to and at the Public Hearing. Written comments should be addressed to the Development Services Department at the address shown above. If you have questions, please call Susie McCann at (425) 489-2754 ext. 2272.

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Rezoning Recommendation: The hearing examiner will make a recommendation to the city council for its decision on the rezoning. An appeal of the rezoning is a judicial appeal to superior court. **Preliminary Plat Decision:** The hearing examiner will make a final decision on the preliminary plat, and any approval of the preliminary plat will be expressly conditioned and contingent upon the city council's approval of the rezoning. The preliminary plat decision can be administratively appealed to the city council and is limited to the existing record (a CLOSED RECORD APPEAL PROCEEDING), no new factual evidence or information may be

CITY OF WOODINVILLE
 17301 NE 133rd Avenue NE
 WOODINVILLE, WA 98072
 (425) 489-2754

NOTICE OF CONTINUATION OF PUBLIC HEARING

The Public Hearing before the City Woodinville Hearing Examiner to consider public comment on the **Rezoning & Preliminary Plat Application** described below will be continued to March 14, 2007.

PLEASE NOTE THAT THE HEARING EXAMINER'S ONLY ACTION ON FEBRUARY 28, 2007 WILL BE TO FORMALLY OPEN THE PROCEEDING AND CONTINUE THE HEARING UNTIL MARCH 14, 2007. REPRESENTATION OF THE STAFF REPORT AND SUBMISSION OF ALL RELEVANT SUBSTANTIVE TESTIMONY REGARDING THE WOOD TRAILS PROPOSAL WILL OCCUR ON MARCH 14 AND 15, 2007. THE HEARING EXAMINER WILL NOT ACCEPT ORAL TESTIMONY REGARDING THIS PROPOSAL ON FEBRUARY 28, 2007.

DESCRIPTION OF APPLICATION
Project Name: Wood Trails Rezoning and Preliminary Plat (the rezoning and preliminary plat will be considered concurrently, but with separate criteria and decisions)
File Number: ZMA2004-053 and PPA2004-054
Applicant(s): Phoenix Development, Inc. 16108 Ash Way, Suite 201 Lynnwood, WA 98037
Contact: Loree Quade
Location: <u>Wood Trails:</u> Directly south of the King-Snohomish County boundary; West 148th NE from NE 195th Street to NE 202nd Street, Woodinville, King County, Washington. _Sec NE, Sec 03, Twn 26, Range 05
Section of Code Pertinent to Hearing Procedure: The public hearing will be governed by the procedures set forth in Chapter 17.15 WMC and Chapter 2.27 WMC. Other applicable provisions of the WMC include but are not limited to, Titles 12, 13, 14, 15, 17, 20, 21, and 22.
Proposal: <u>Wood Trails:</u> Proposed subdivision of 38.7 acres into 66 single-family residential lots concurrent with a proposed zoning map amendment redesignating the project site from R1 to R4, with density transfer to the Montevallo Proposal.
Public Hearing Date: The public hearing will be initially opened on Wednesday, February 28, 2007, but no oral testimony will be accepted on that date. The hearing will be continued to March 14, 2007. (The public hearing for the Montevallo proposal will be held on Thursday, March 1, 2007)
Time: The initial hearing will be commence at 7:30 P.M. on February 28, 2007. The hearing will be continued and will reconvene at 7:00 P.M. on March 14, 2007.
Hearing Location: Carol Edwards Community Center Gym 17401 133rd Avenue NE Woodinville, WA 98072
Date of Continuation Notice: February 26, 2007
Responsible Official: Cindy Baker, Interim Director of Development Services
Signature: _____ Date: _____

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WOOD TRAILS REZONE AND PRELIMINARY PLAT

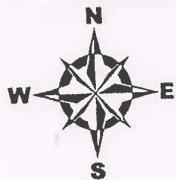
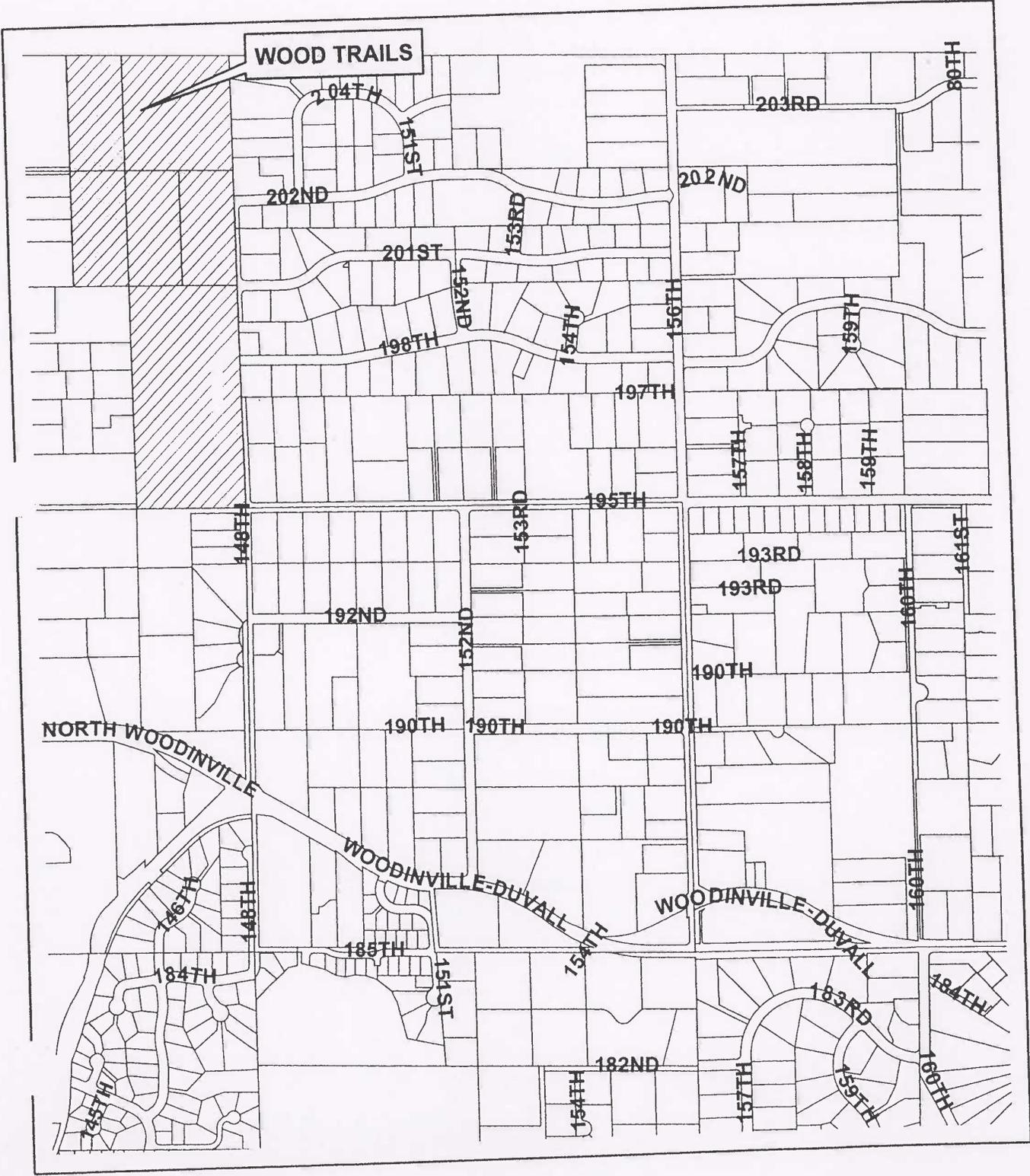


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Home

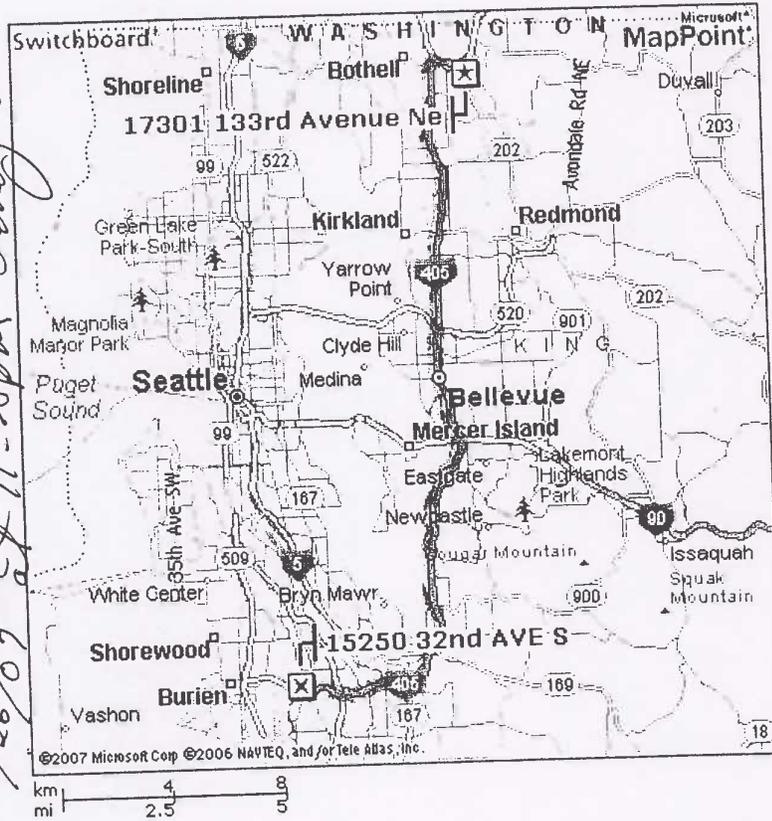
Route Summary

- ★ Start: 17301 133rd Avenue Ne, Woodinville, wa
- ★ End: Post Office - Riverton Heights, 15250 32nd AVE S, Tukwila, WA 98188 (206) 241-7061

Total Time: 30 Minutes
Total Distance: 26.8 Miles

Return to Route

Mailed (2) notice of continuation for public hearing for 6M on 154th St on 2/26/07 at 11:30pm Sandy G.



Turn by Turn Directions

Directions	Miles
Start Depart Start on 133rd Ave NE (North)	0.1
1 Turn LEFT (West) onto NE 175th St	0.2
2 Turn RIGHT (North) onto SR-202 [131st Ave NE]	0.3
3 Take Ramp (LEFT) onto SR-522 towards Wa-522 / I-405 / Bothell	0.5
4 Take Ramp (RIGHT) onto I-405 towards I-405 / Bellevue	24.2
5 Road name changes to SR-518	1.0
6 Turn RIGHT onto Ramp towards Wa-99 / Sea-Tac Airport	0.3
7 Keep RIGHT to stay on Ramp towards Wa-99 / Wa-99 N	0.1
8 Keep LEFT to stay on Ramp towards Wa-99 N	0.1
9 Turn LEFT (West) onto S 154th St, then immediately turn RIGHT (North) onto 32nd Ave S	0.1
End Arrive End	0.0
Total:	26.8

Use this map or these directions at your own risk. No representation or warranty is made as to their accuracy, completeness or drivability. Inspace and Switchboard will not be responsible for any damages, losses or delays which result from using these directions. Obey all traffic regulations.

NORMAN VITUE
14951 NE 204TH ST
WOODINVILLE WA 98072
MT / KC 73-9238500480

UNIVERSITY OF WASHINGTON
1326 5TH AVE STE 418
SEATTLE WA 98101
MT /SNO 1&6
27053500300400 / 27053500301100
Updated 11/06

MT /SNO.2 - 27053500300700

COPY
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BELANGER, MARK D
4218 75TH AVE SE WOODINVILLE, WA
98072-9752
MT /SNO 4 - 27053500300900

RUBEN & DONNA LOPEZ
24310 7 SE AVE
WOODINVILLE WA 98072
MT /SNO 3 -27053500300800

MT /SNO 5 - 2705350030100
UPDATED 11/06

DAVID PLETER
14937 NE 204TH ST
WOODINVILLE WA 98072
MT / KC 72 -9238500470

RICHARD D HANIKA
24320 75TH AVE SE WOODINVILLE, WA
98072-9750
MT /SNO 7 - 27053500301200

THOMAS WALGAMOTT
24302 75TH AVE SE WOODINVILLE, WA
98072-9750
MT /SNO 8 -27053500301500

BOARD OF REGENTS OF
THE UNIVERSITY OF WASH
418 SKINNER BLDG 5TH AVE
SEATTLE, WA 98101
MT /SNO 10 - 027053500302200

MARK J & TAMMY LYNN ROTH
24210 75TH AVE SE WOODINVILLE, WA
98072
MT /SNO 9 - 27053500301800

MT /SNO 13 - 27053500402100

SUSAN RAE HANNI
24223 75TH AVE SE WOODINVILLE, WA
98072-9752
NO 11 - 27053500401900

DAVID VELASQUEZ
24215 75TH AVE SE --- WOODINVILLE,
WA 98072-9752
MT /SNO 12 -27053500402000

PATRICK J & KRISTEN E PERKINS
24209 75TH AVE SE WOODINVILLE, WA
98072-9752
MT /SNO 14 - 27053500403500

RAY BARNES
20210 156TH AVE NE
WOODINVILLE WA 98072
MT / KC 1 -0226059026
UPDATED 11/06

ROGER HAINING
20102 156TH AVE NE
WOODINVILLE WA 98072 7033
MT / KC 2-0226059052
UPDATED 11/06

SHAO LIANG LU
20338 156TH AVE NE
WOODINVILLE WA 98072
MT / KC 3-0226059058

WOODINVILLE WATER DISTRICT
P O BOX 1390
WOODINVILLE WA 98072
MT / KC 4-0226059059

HAROLD KENT
20200 156TH AVE NE
WOODINVILLE WA 98072
MT / KC 5 & 12 - 0226059063 /
0226059127

WM L GUSTAFSON
15376 NE 201ST ST
WOODINVILLE WA 98072
MT / KC 6-0226059077

JARRETT RENSHAW
20230 149TH PL NE
WOODINVILLE WA 98072
MT / KC 69-9238500440

ALAN SRTAND
20102 156TH AVE NE
WOODINVILLE WA 98072
MT / KC 8-0226059080
UPDATED 11/06

PETER ROTHSCHILD
20002 156TH AVE NE
WOODINVILLE WA 98072
MT / KC 9-0226059082

SHARON ERDMAN
15206 NE 202ND ST
WOODINVILLE WA 98072
MT / KC 10-0226059083
UPDATED 11/06

STEWART & CHERYL KIRCHMEIER
15220 NE 202ND ST
WOODINVILLE WA 98072
MT / KC 11-0226059092
MT / KC 38- 9238500112

LUCILLE BAIRD
15638 NE 202ND ST
WOODINVILLE WA 98072
MT / KC 13-0226059128

JANICE CULPEPPER
1564 NE 202ND ST
WOODINVILLE WA 98072
MT / KC 14-0226059129

BRADLEY NIEMEYER
15360 NE 201ST ST
WOODINVILLE WA 98072
MT / KC 15-03276700010

RODNEY WILLIAMS
15344 NE 201ST ST
WOODINVILLE WA 98072
MT / KC 16-3276700020
UPDATED 11/06

EXHIBIT 76
PAGE 44 OF 60

JONATHAN HAUCK
15330 NE 201ST ST
WOODINVILLE WA 98072
MT / KC 17-3276700030

MARY JANE BAILEY
15316 NE 201ST ST
WOODINVILLE WA 98072
MT / KC 18-3276700040

ROBERT TRENNER
15304 NE 201ST ST
WOODINVILLE WA 98072
MT / KC 19- 32767000050

HAROLD LARSEN
20105 153RD ST
WOODINVILLE WA 98072
MT / KC 20-3276700060

ROBERT JACOBS
20220 149TH PL NE
WOODINVILLE WA 98072
WT/MT / KC 68-9238500430

JAMES AVERY
14906 NE 202ND ST
WOODINVILLE WA 98072
WT/MT / KC 67-9238500420

WILKINS LLC
15714 NE 203RD PL
WOODINVILLE WA 98072
MT / KC 23-9238430020

DONALD MARSHALL
15720 NE 203RD PL
WOODINVILLE WA 98072
MT / KC 24-9238430030

KENNETH MORIYAMA
15120 NE 201ST ST
WOODINVILLE WA 98072
MT / KC 25-9238480010

JAMES MORRISSEY
15307 NE 202ND ST
WOODINVILLE WA 98072
MT / KC 26-09238500010

KEVIN SHIMASAKI
15323 NE 202ND ST
WOODINVILLE WA 98072
MT / KC 27- 923850 0020

MARION MAYS
15335 NE 202ND ST
WOODINVILLE WA 98072
MT / KC 28 -0923850003

JAMES POTTEBAUM
15351 NE 202ND ST
WOODINVILLE WA 98072
MT / KC 29-09238500040

MALCOM & LINDA JENKINS
19338 NE 200TH ST
WOODINVILLE WA 98077
MT / KC 30-9238500050

MILTON & FRANCES WARMAN
15374 NE 202ND ST
WOODINVILLE WA 98072
MT / KC 31 -9238500060

MT / KC 32 -9238500070

JOHN WALTNER
15350 NE 202ND ST
WOODINVILLE WA 98072
MT / KC 33-09238500080

G A BALDWIN
15338 NE 202ND ST
WOODINVILLE WA 98072
MT / KC 34-92385000090

JEFFEREY BOSELY
15324 NE 202ND ST
WOODINVILLE WA 98072
MT / KC 35-9238500100

BARBARA POOLE
P O BOX 4237
SOUTH COLBY WA 98384
MT / KC 36 - 9238500110

CRAIG COLLINS
14926 NE 202ND ST
WOODINVILLE WA 98072
MT / KC 66-9238500410

ANTHONY PIERE
14936 NE 202ND ST
WOODINVILLE WA 98072
MT / KC 65-9238500400

LEONARD CLEMESON
15103 NE 202ND ST
WOODINVILLE WA 98072
MT / KC 63-9238500380

TERRI DERR
15122 NE 204TH ST
WOODINVILLE WA 98072
MT / KC 41-9238500160

MATTHEW PHILIP
15110 NE 204TH ST
WOODINVILLE WA 98072
MT / KC 9238500170

DONALD PAHL
14940 NE 204TH ST
WOODINVILLE WA 98072
MT / KC 45-9238500200

ROBERT STEVENSON
14835 NE 202ND ST
WOODINVILLE WA 98072
WT/MT / KC 57-9238500320
UPDATED 11/06

ERIC LIPPKE
14805 NE 202ND ST
WOODINVILLE WA 98072
WT/MT / KC 55-9238500300

SCOTT KOVACEVICH
15100 NE 204TH ST
WOODINVILLE WA 98072
MT / KN 43-9238500180

PAUL DEVER
14930 NE 204TH ST
WOODINVILLE WA 98072
MT / KC 46-9238500210

ALLAN T SWANSON
20227 149TH PL NE
WOODINVILLE WA 98072
WT/MT / KC 52-9238500270

ROBERT ORMISTON
14937 NE 202ND ST
WOODINVILLE WA 98072
MT / KC 60-9238500350

ALEXANDER COYNE
14925 NE 202ND ST
WOODINVILLE WA 98072
MT / KC 59-9238500340
UPDATED 11/06

CW BOWER
20249 149TH PL NE
WOODINVILLE WA 98072
WT/MT / KC 50-9238500250

POR
MARK & ANGELIQUE TATHAM
MT / KC 51-9238500260

POR
MURIEL ORR-RYAN
MT / KC 56-9238500310

POR
LEROY W KUEBLER
MT / KC 49-9238500240

POR
KATE FRALEY, ZOE FRALEY
& MIKE KNAPP
MT / KC 58-9238500330

POR
MICHAEL O'GRADY
MT / KC 48-9238500230

POR
NANCY BACON
MT / KC 47-9238500220

POR
R HARMON
MT / KC 61-9238500360

POR
RONALD OLSEN
MT / KC 62-9238500370

POR
ROBERTO CASTRO
MT / KC 44-9238500190

POR
JACK RIGGS
MT / KC 64-9238500390

POR
BRAD & SHERRY STOLL
MT / KC 40-9238500140

POR
PATRICK MORIARTY
MT / KC 39-9238500130

POR
THE HASSE FAMILY
MT / KC 37-9238500120

POR
DONNA FRISK
MT / KC 22-9238430010

POR
THOMAS MERTZ
MT / KC 21 - 327670007

EXHIBIT 76
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POR
REINY FALKENBERG
MT / KC 70-09238500450

POR
MICHAEL & GAIL ODENIUS
MT / KC 7-0226059079

MT / KC 57-9238500320
JAMES BRESSANI
RETURNED 11/06
NO FORWARDING ADDRESS

MT / SNO 4 -27053500300900
WALLACE HOLSTAD
RETURNED 11/06
NO FORWARDING ADDRESS

MT /SNO 2 - 27053500300700
TODD AND SUSAN HUSO
RETURNED 11/06
NO FORWARDING ADDRESS

MT /SNO 1 & 6
27053500300400 / 27053500301100
KARLA MILLER
Returned 11/06
No forwarding address

WALLACE HOLSTAD
MT /SNO 5 - 2705350030100
Returned 12/06
No Forwarding Address
UPDATED 11/06

DARRAN S LITTLEFIELD
MT /SNO 13 - 27053500402100
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No forwarding Address

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MT /SNO 2 - 27053500300700
Returned 12/06
No Forwarding Address

SEAHORN CONSTRUCTION CO
11320 NE 88TH ST
KIRKLAND WA 98033
WT/MT / KC 53-9238500280
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No Forwarding Address

MICHELLE ROISSIER
14927 NE 24TH ST
WOODINVILLE WA 98072
MT / KC 71 -9238500460
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No forwarding Address

ROBERT & SUSAN SLOCUM
19818 10TH DR SE
BOTHELL WA 98012
MT / KC 32 -9238500070
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No Forwarding Address

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WT / KC 6-0226059152

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16324 NE 203rd Place
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EXHIBIT 76
PAGE 47 OF 60

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23615 - 71st Drive SE
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WT/MT-POR

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WT/MT-POR

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WT/MT-POR

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14824 NE 195th Street
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OR WT/KC81-9238510160

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15218 NE 198th St
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WT/MT-POR

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POR-MT / KC 37-9238500120

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14918 NE 198th St
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Ivan and Helen Fry
15317 NE 201 Street
Woodinville, WA 98072

EXHIBIT 76
PAGE 48 OF 60

WT/MT-POR

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14808 NE 195th Street
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14952 NE 202nd Street
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-POR WT/KC 54-9238480060

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POR WT/KC 52-09238480040

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Phoenix Development, Inc.
Lorree Quade, Project Manager
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WT/MT-POR

Jonathan Yang
15127 NE 198th Street
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WT/MT-POR

Joseph & Linda Petrin
14919 NE 198th Street
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WT/MT-POR

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Woodinville, WA 98072
WT/MT-POR

Kerri & Kirk Scarbrough
15124 NE 198th St
Woodinville, WA 98072
WT/MT-POR

Kristy & Jeff Howell
14817 NE 192nd Street
Woodinville, WA 98072-8447
WT/MT-POR

L. Ann Crandall
15635 NE 195th Street
Woodinville, WA 98072
WT/MT-POR

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Woodinville, WA 98072
WT/MT-POR

LeRoy & Kay Kuebler
20155 149th PL NE
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Linda Larsen-King
17344 167th Avenue NE
Woodinville, WA 98072
WT/MT-POR

Lisa Rhodes
15725 NE 198th St
Woodinville, WA 98072
WT/MT-POR

EXHIBIT 76
PAGE 49 OF 60

Marc Kramer
23514 82nd Ave SE
Woodinville, WA 98072
WT/MT-POR

Mark & Angelique Tatham
20237 149th Place NE
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POR/WT/MT/KC 51-9238500260

Mark & Mary Day
20219 151st Ave NE
Woodinville, WA 98072
WT/MT-POR

Mark and Suzanne Johnston
19131 148th Ave NE
Woodinville, WA 98072
WT/MT-POR

Matt & Lisa Schultz
16206 NE 200th CT
Woodinville, WA 98072-7041
WT/MT-POR

Maxine Pollock
19504 156th Ave. NE
Woodinville, WA 98072
WT/MT-POR

Michael & Charlotte Ochoa
15403 - NE 198th Street
Woodinville, WA 98072-7055
WT/MT-POR

Michael Mays
15335 NE 202nd St
Woodinville, WA 98072
WT/MT-POR

Michael T. Bell
16116 NE 203rd PL
Woodinville, WA 98072
WT/MT-POR

Mike & Gail Odenius
15132 NE 204th
Woodinville, WA 98072
OR - MT / KC 7-0226059079

Mike & Michelle O'Grady
14906 NE 202nd Street
Woodinville, WA 98072
POR MT / KC 48 - 9238500230

Mr. Reiny Falkenberg
20246 149th Place NE
Woodinville, WA 98072
POR-WT/MT/ KC 70-09238500450

Muriel Ryan
14921 NE 202nd Street
Woodinville, WA 98072
POR WT/M / KC 56-9238500310

Nadine Jones
14903 NE 201st
Woodinville, WA 98072
POR WT / KC 58-9238480100

Nancy Bacon
14918 NE 204th Street
Woodinville, WA 98072
POR MT / KC 47-9238500220

Otto Paris
Sue Swan
14906 NE 198th St
Woodinville, WA 98072
POR WT/KC75-9238510100

Patrick M. Moriarty
15104 NE 202nd St
Woodinville, WA 98072
POR MT / KC 39-9238500130

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WT/MT-POR

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WT/MT-POR

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15009 NE 198th St
Woodinville, WA 98072
WT/MT-POR

Pete G. Symington
15410 NE 198th St
Woodinville, WA 98072
WT/MT-POR

Peter G Bova
19832 156th Ave NE
Woodinville, WA 98072
WT/MT-POR

Randall & Patricia Baird
15638 NE 202nd Street
Woodinville, WA 98072
POR-MT / KC 13-0226059128

Robert & Lori Harman
14949 NE 202nd Street
Woodinville, WA 98072
POR MT / KC 61-9238500360

Robert Casto
14950 NE 204th St
Woodinville, WA 98072
MT / KC 44 -9238500190

Roger & Jui Mason
15023 NE 195th St
Woodinville, WA 98072
WT/MT-POR

EXHIBIT 76
PAGE 50 OF 960
Ken & Olga Rhule
18025 163rd Ct NE
Woodinville, WA 98072
WT/MT-POR

Ron & Chris Olsen
14959 NE 202nd St
Woodinville, WA 98072
POR MT / KC 62-9238500370

Roy & Sharon Ghazimorad
15121 NE 201st Street
Woodinville, WA 98072
WT/MT-POR

Kristen A. Howell
Jeffrey E. Howell
14817 NE 192nd Street
Woodinville, WA 98072
WT/MT-POR

Ryan Olson
20121 164th Ave NE
Woodinville, WA 98072
WT/MT-POR

Shani Parrott
16212 NE 200th Court
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WT/MT-POR

Sharon Peterson
15206 NE 202nd Street
Woodinville, WA 98072
WT/MT-POR

Shere and Jeff Hawk
19420 160th Ave NE
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WT/MT-POR

William von Schneidau
15002 NW 201st
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POR WT/KC 51-9238480030

Steve Maloney
PO Box 1602
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PO WT/KC 53-9238480050R

Tony Sexson
14821 NE 201st Street
Woodinville, WA 98072
R WT/KC 57-9238480090

William Barnes
14816 NE 202nd Street
Woodinville, WA 98072
POR/WT/MT/KC 54- 9238500290

Tom Merz & Family
15208 NE 201st ST
WOODINVILLE WA 98072
POR -MT / KC 21 - 3276700070

Michael Banfield
P O Box 13
Woodinville WA 98072
3244500085

Jeff Boselly
15324 NE 202nd St
Woodinville WA 98072

**Do not use after this point
For records management only**

WT/MT-POR
Roger Mason
Duplicate

WT/MT-POR
Sue Swan
Returned 11/06
No Forwarding

WT/MT-POR
Susan and Todd Huso
Returned 11/06
No Forwarding

WT/MT-POR
Jim and Thelma Bressani
No longer at this address

WT/MT-POR
Janet Littlefield
Returned 11/06
No Forwarding

WT/MT-POR
Russell and Deborah King
Returned 11/06
No Forwarding

WT/MT-POR
Steve Gooding
Returned 11/06
No Forwarding

Margo Miltenberger
Returned 12/06
No Forwarding

& S SUNDQUIST THIRD FAMILY LIMITED
3030 NE 181ST ST
SEATTLE WA 98155
WT / KC 33-0326059134

MINCH LAND HOLDINGS LLC
20150 144TH AVE NE
WOODINVILLE WA 98072
WT/KC 31-0326059190

EXHIBIT 76
PAGE 51 OF 60

DAVID & JANIE MUDROVICH
14844 NE 195TH ST
WOODINVILLE WA 98072
WT / KC 3-0226059133

MICHAEL & MARCIA HOLMDAHL
14862 NE 195TH ST
WOODINVILLE WA 98072
WT / KC 4-0226059134

VIEWRIDGE DEVELOPMENT
P O BOX 1650
WOODINVILLE WA 98072
WT / KC 29, 30, 32
0326059128 & 29 & 31

VLS REAL ESTATE
14326 BEAR CREEK RD NE
WOODINVILLE WA 98077
WT/KC 34-0326059138

UNIVERSAL & LAND CONSTRUCTION
P O BOX 329
WOODINVILLE WA 98072
WT / KC 7&12 03260590010326059048

ALFRED PASION
19417 148TH AVE NE
WOODINVILLE WA 98072
WT / KC 8-326059021

HERLIN GREGORY
31414 NE 141ST
DUVALL WA 98019
WT / KC 9-0326059033

CHRISTINA & SANDY ENTERPRISES LL
19600 144TH AVE NE
WOODINVILLE WA 98072
WT / KC 10&16
326059035/0326059091

FRANK & LINDA STULL III
14390 NE 200TH ST
WOODINVILLE WA 98072
WT / KC 11-0326059040

PARK 144 LLC
19400 144TH AVE NE
WOODINVILLE WA 98072
WT / KC 13&14
0326059071/0326059086

HENRY II LLC
CHRIS LANGER
10500 NE 8TH ST #900
BELLEVUE WA 98004
WT KC 15&23
326059087/0326059110

OLD 31 LLC
14914 NE 177TH DR
WOODINVILL WA 98072
WT / KC 17-0326059100

COLLINS INVESTMENTS LLC
19900 144TH AVE NE
WOODINVILLE WA 98072
WT / KC 18-0326059101

WDNVL WAREHOUSE ASSOC. LL ROSEN
PROPERTIES
P O BOX 5003
BELLEVUE WA 98009
WT / KC 19-0326059102

DPGP INVESTMENTS LLC
P O BOX 1845
BOTHELL WA 98041
WT / KC 20-0326059103

CYRUS WAY BUSINESS PARK
321 HIGHLAND DR
SEATTLE WA 98109
WT / KC 21-0326059104

MECHANICAL JOHANSEN
P O BOX 1768
WOODINVILLE WA 98072
WT / KC 22-0326059108

ROME PROPERTIES LLC
19628 144TH AVE NE
WOODINVILLE WA 98072
WT / KC 24-0326059117

STANLEY FAMILY LIMITED PARTNERSHIP
19710 144TH AVE NE
WOODINVILLE WA 98072
WT / KC 25-0326059118

AVALON PARTNERS LLC
P O BOX 1603
WOODINVILLE WA 98072
WT/KC 35-0326059142

COOPERS FOUNDATION LOCATION
1642 NE 122ND CT
REDMOND WA 98052
WT / KC 36-0326059143

RIDGEWOOD LLC
14680 NE WOODINVILLE WAY #120
WOODINVILLE WA 98072
WT / KC 0326059125

EMERALD DEVELOPMENT
P O BOX 1543
WOODINVILLE WA 98072
WT / KC 37-0326059144

S & S PARTNERSHIP
C/O PACIFIC PLUMBING SUPPLY
7115 W MARGINAL WY SW
SEATTLE WA 98106
WT / KC 38-0326059145

19230 BUILDING LLC
P O BOX 1130
WOODINVILLE WA 98072
WT / KC 39-0326059147

STEVE & SUSAN STUSSER
10515 NE 170TH ST
BOTHELL WA 98014
WT/KC83-6190400010

NORTHSHORE SHEET METAL
19612 144TH AVE NE
WOODINVILLE WA 98072
WT/KC84-6190400020

EXHIBIT 76
PAGE 52 OF 40

KING COUNTY
500 4TH AVE
SEATTLE WA 98104
WT/KC82-9238510250

BARKER REAL ESTATE LLC
PO BOX 646
WOODINVILLE, WA 98072
WT/SNO85-27053400401500

MRS RICHARD BLOCK
19199 148TH AVE NE
WOODINVILLE WA 98072
WT/KC 42-2474700020

ARCV WASHINGTON LLC
9375 SW COMMERCE CIR #7
WILSONVILLE OR 97070
WT / KC 43-3244500058

BOUDREAU FAMILY LLC
20485 144TH AVE NE
WOODINVILLE WA 98072
WT / KC 93-0326059149

WT / KC 40-326059154

JONATHAN & MONICA ZIER
19203 148TH AVE NE
WOODINVILLE WA 98072
WT/KC-41-2474700010

DANIEL MCMILLAN
14869 NE 195TH ST
WOODINVILLE WA 98072
WT /KC 45-3244500057

GLEN & MICHELLE HOOGERWERF
14826 NE 192ND ST
WOODINVILLE WA 98072
WT / KC 46-3244500058

PREMIER PACIFIC HOMES
15535 148TH AVE NE
WOODINVILLE WA 98072
WT/ KC-47-3244500060

UNIVERSITY OF WASHINGTON
1326 5TH AVE #418
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WT/SNO 91-270535003005

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6430 240 ST SE
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WT/SNO86-27053400401800

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PALMER & HUNTER SATHER
PO BOX 419
WOODINVILLE, WA 98072
WT/SNO88-27053400402300

ROBERT ORDAL
1000 2ND AVE #1750
SEATTLE WA 98104
WT /KC 92-6641100100

ALLEN HICKS & LW KATHLEEN
14808 NE 201ST ST
WOODINVILLE WA 98072
WT/KC 55-9238480070

MARC & SHIRLEY BLANKENSHIP
14807 NE 201ST ST
WOODINVILLE WA 98072
WT/KC 56-9238480080

KENNETH SMITH
14917 NE 201ST ST
WOODINVILLE WA 98072
WT / KC 59-9238480100

STEVEN & PATRICIA STIVALA
14816 NE 192ND ST
WOODINVILLE WA 98072
WT/KC48-3244500062

JARRETT & ERIN RENSCHAW
20230 149TH PL NE
WOODINVILLE WA 98072
WT/KC73-9238500440

DOUGLAS & SUSAN GIBSON
14830 NE 198TH ST
WOODINVILLE WA 98072
WT/KC76-9238510110

GEOFFREY KNUTZEN
14818 NE 198TH ST
WOODINVILLE WA 98072
WT/KC77-9238510120

WILLIAM BRADFORD
14811 NE 198TH AT
WOODINVILLE WA 98072
WT/KC78-9238510130

RICHARD LYONS
14835 NE 198TH ST
WOODINVILLE WA 98072
WT/KC80-9238510150

Do not use after this point.
Records management only all of
listed on the party of records
Labels or Montevallo labels

MT
JAMES & WENDY AVERY
WT/KC 71-9238500420

MT
CW BOWER
WT / KC 62-9238500250

MT
ROBERT STEVENSON
WT/KC68-9238500310

MT
ALLAN SWANSON
WT/KC64-9238500270

MT
CECIL HORN
SEA HORN CONSTRUCTION
WT/KC65-9238500280

MT
ERIC & MARDY LIPPKE
WT/KC67-9238500300

MT
ROBERT & SARA JACOBS
WT/KC72-9238500430

POR
NADINE JONES
WT /KC 58-9238480100

POR
MICHAEL & MICHELLE OGRADY
WT/KC 60-9238500230

POR
L W KUEBLER
WT/KC61-9238500240

POR
DAVID & NANCY COURTNEY
WT/KC-50-3244500064

POR
WILLIAM VONSCHNEIDAU
WT/KC 51-9238480030

POR
JAMES HARTMAN
WT/KC52-09238480040

POR
STEPHEN MALONEY
WT/KC 53-9238480050

POR
MARTIN & JACLYN SCHWARZ
WT/KC 54-9238480060

POR
VICKY DELOFF & ANTHONY SEXSON
WT/KC57-9238480090

POR
ADAM & ALICIA GOLD
WT /KC 6-0226059152

POR
GREGORY STONEKING & JOAN ATLAS
WT / KC 1-0226059008

POR
BRIAN & JILL ANN WALSH
WT / KN 2-0226059132

POR
GREGORY & SANDRA WHITE
WT / KC 5-0226059149

POR
JEFF AND LAURA GLICKMAN
WT / KC 26-0326059123

POR
JEFF & MARGO MILTENBERGER
WT /KC 44-3244500056

POR
W F BARNES
WT/KC66-9238500290

POR
MARK & ANGELIQUE TATHAM
WT/KC 63-9238500260

POR
MURIEL ORR-RYAN
WT/KC68-9238500310

POR
KATE FRALEY
WT/KC70-9238500330

POR
REINY FALKENBERG
WT/KC74-9238500450

POR
OTTO PARIS & SUSAN SWAN
WT/KC75-9238510100

POR
BRIAN & CHERYL FOUNTAIN
WT/KC79-9238510140

POR
CLIFFORD & SHERI ANN GRIFFIN
WT/KC81-9238510160

US GLOVE CO INC
C/O JSH PROPERTIES INC
555 S RENTON VILLAGE PL #100
12/06 Returned NO forwarding address

EXHIBIT 76
PAGE 54 OF 60

DISTRIBUTION LIST
ORGANIZATIONS
COMMENTS

CITY OF BOTHELL
Wasim Khan, P.E
Transportation Engineer
9654 NE 182ND ST
BOTHELL WA 98011

EXHIBIT 76
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MUCKLESHOOT INDIAN TRIBE
KAREN WALTER
ENVIRONMENTAL DIVISION
FISHERIES DEPARTMENT
39015 172ND SE
AUBURN WA 98002

STATE OF WASHINGTON CAPITOL
PROJECTS
DEPARTMENT OF TRANSPORTATION
ATTEN RAMIN PAZOOKI
P O BOX 330310 / MS 240
SEATTLE WA 98133-9710

CONCERNED NEIGHBORS OF WELLINGTON
FRED GREEN, PRES.
20624 86TH AVE SE
SNOHOMISH WA 98296

UPDATED 01/07

LITTLE BEAR CREEK PROTECTIVE
ASSOCIATION
GREG STEVPHENS, PRES.
21926 SR 9 SE
WOODINVILLE WA 98072

DEPARTMENT OF FISH & WILDLIFE
GINGER HOLSER
16018 MILL CREEK BLVD
MILL CREEK WA 98012

KING CO WATER AND LANDS
RESOURCE DIVISION
STEVE FOLEY, SENIOR ENGINEER
201 S JACKSON ST #600
SEATTLE WA 98104

WSDOT NORTHWEST REGION
KC AREA DEVELOPER SERVICES
P O BOX 330310 / MS 240
SEATTLE WA 98133

WASHINGTON DEPARTMENT OF ECOLOGY
NORTHWEST REGIONAL OFFICE
3190 160TH AVE SE
BELLEVUE WA 98008

KC WATERWASTE TREATMENT
MS SHIRLEY MARROQUIN,
ENV. PLANNING SUPERVISOR
201 S JACKSON ST
MS KSC-0505
SEATTLE WA 98104-3855

WOODINVILLE LIBRARY
17105 AVONDALE ROAD NE
WOODINVILLE WA 98072

PRESTON, GATES AND ELLIS
DENISE STIFFARM
925 4TH AVE #2900
SEATTLE WA 98104

KING COUNTY LIBRARY
KINGSGATE BRANCH
12315 NE 143RD ST
KIRKLAND WA 98034

DEPARTMENT OF CORRECTIONS
REBECCA BARNEY
P O BOX 41112
OLYMPIA WA 98504

NORTHSHORE SCHOOL DISTRICT
CAPITAL PROJECTS
22105 23RD RD SE
BOTHELL WA 98021

DEPARTMENT OF ECOLOGY
SEPA/GMA COORDINATOR
P O BOX 47600
OLYMPIA WA 98504

INTERAGENCY COMMITTEE
ON OUTDOOR RECREATION
LORINDA ANDERSON
P O BOX 40917
OLYMPIA WA 98504

SEATTLE CITY LIGHT
MR. JACK AQUINO
P O BOX 34023
SEATTLE WA 98124

WA DEPARTMENT OF FISH AND WILDLIFE
STEVE PENLAND
P O BOX 43155
OLYMPIA WA 98504

SNOHOMISH COUNTY DEPARTMENT OF
PLANNING AND DEVELOPMENT SERVICES
3000 ROCKEFELLER
EVERETT WA 98201

PARKS AND RECREATION COMMISSION
BILL KOSS
P O BOX 42650
OLYMPIA WA 98504

COMCAST
Diane Albright, Outside Plant Engineer -
Construction Coordinator
1525 - 75th St SW, Suite 200
Everett, WA 98203

DEPARTMERN OF NATURAL RESOURCES
ANNE SHARAR
P O BOX 47001
OLYMPIA WA98504

PSE
JOE JAINGA, MUNICIPALITY LIAISON MGR.
P O BOX 90868
BELLEVUE WA 98009

DEPARTMERT OF SOCIAL & HEALTH
SERVICES
ELIZABETH MCNAGNY
P O BOX 45848
OLYMPIA WA 98504

KING COUNTY - DDES
BARBARA HEAVEY
900 OAKSDALE AVE SW
RENTON WA 98055

PUGET SOUND WATER QUALITY
ARRIET BEALE, ACTION TEAM
P O BOX 40900
OLYMPIA WA 98504

CROSS VALLEY WATER DISTRICT
8802 180TH ST SE
SNOHOMISH WA 98296

DEPARTMENT OF TRANSPORTATION
BILL WIEBE
P O BOX 47300
OLYMPIA WA 98504

EXHIBIT 76
PAGE 56 OF 100

NORTHSHORE UTILITY DISTRICT
6830 NE 185TH ST
BOTHELL WA 98028

GROWTH MANAGEMENT SERVICES
REVIEW TEAM / CTED
P O BOX 42525
OLYMPIA WA 98504

WOODINVILLE WATER DISTRICT
P O BOX 1390
WOODINVILLE WA 98072

DEPARTMENT OF HEALTH DIVISION OF
DRINKING WATER
JOHN ADEN
P O BOX 47822
OLYMPIA WA 98504

PUGET SOUND REGIONAL COUNCIL
1011 WESTERN AVE, 500
SEATTLE WA 98104

THE WATERSHED COMPANY
750 SIXTH STREET SO
KIRKLAND WA 98033
UPDATED 01/07

OGDEN MURPHY WALLACE
ZACHARY LELL
1601 5TH AVE 2100
SEATTLE WA 98101

US EPA, REGION 10
1200 SIXTH AVE
SEATTLE WA 98101

STEVE MALONEY
P O BOX 1602
WOODINVILLE WA 98072

CITY OF BOTHELL
RESPONSIBLE SEPA OFFICIAL
18305 101ST AVE NE
BOTHELL WA98011

DEPARTMENT OF ECOLOGY
SEPA REGISTRAR
ENVIROMENTAL REVIEW SECTION
P O BOX47703
OLYMPIA WA 98504

PSE
MARK OGDEL
P O BOX 97304, OBC11N
BELLEVUE WA 98009-9734

VERIZON NORTHWEST
MR JUSTIN FONTE
2312 WEST CASINO RD
EVERETT WA 98204
12/06 Returned no forwarding address

US FISH AND WILDLIFE SERVICE
911 NE 11TH AVE
PORTLAND, OR 98101

WA STATE OFFICE OF ARCHAEOLOGY &
HISTORIC PRESERVATION
P O BOX 48343
OLYMPIA WA 98504

WASHINGTON STATE PATROL
2803 156TH AVE SE
BELLEVUE WA 98007

MCCULLOUGH HILL, PS
G RICHARD HILL
701 5TH AVE, SUITE 7220
SEATTLE WA 98104

TRAIAD ASSOCIATES
12112 - 115TH AVE NE
KIRKLAND WA 98034

EARTH CONSULTANTS, INC
EARTH SOLUTIONS NW, LLC
2881 152ND AVE NE
REDMOND WA 98052

THE TRANSPO GROUP
11730 188TH AVE NE SUITE 600
KIRKLAND WA 98034
12/06 Returned no forwarding address

B-12 WETLAND CONSULTING
SEWALL WETLAND CONSULTING
1103 WEST MEEKER STREET #C
KENT, WA 98032

WEINMAN CONSULTING, LLC
9350 SE 68TH STREET
MERCER ISLAND WA

TETRA TECH, EC, INC
12100 NE 195TH STREET #200
BOTHELL WA 98011

NELSON GEOTHECHNICAL ASSOCIATES
17311 135TH AVE #300
WOODINVILLE WA 98072

J RICHARD ARAMBURU
COLLEGE BUILDING #209
505 MADISON ST
SEATTLE WA 98104

PERTEET ENGINEERING
2707 COLBY AVE #900
EVERETT WA 98201

CITY OF BOTHELL
WASIM KHAN, PE
TRANSPORTATION ENGINEER
9654 NE 182ND ST
BOTHELL WA 98011

CITY OF SPOKANE
GREG SMITH
HEARING EXAMINER
808 WEST SPOKANE FALLS BLVD
SPOKANE WA 99201

XHIBIT 76
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CITY OF WOODINVILLE
17301 NE 133rd Avenue NE
WOODINVILLE, WA 98072
(425) 489-2754



EXHIBIT 76
PAGE 58 OF 60

NOTICE OF CONTINUATION OF PUBLIC HEARING

The Public Hearing before the City Woodinville Hearing Examiner to consider public comment on the **Rezone & Preliminary Plat Application** described below will be **continued to March 14, 2007**.

PLEASE NOTE THAT THE HEARING EXAMINER'S ONLY ACTION ON FEBRUARY 28, 2007 WILL BE TO FORMALLY OPEN THE PROCEEDING AND CONTINUE THE HEARING UNTIL MARCH 14, 2007. PRESENTATION OF THE STAFF REPORT AND SUBMISSION OF ALL RELEVANT SUBSTANTIVE TESTIMONY REGARDING THE WOOD TRAILS PROPOSAL WILL OCCUR ON MARCH 14 and 15, 2007. **THE HEARING EXAMINER WILL NOT ACCEPT ORAL TESTIMONY REGARDING THIS PROPOSAL ON FEBRUARY 28, 2007.**

DESCRIPTION OF APPLICATION

Project Name: Wood Trails Rezone and Preliminary Plat (the rezone and preliminary plat will be considered concurrently, but with separate criteria and decisions)

File Number: ZMA2004-053 and PPA2004-054

Applicant(s): Phoenix Development, Inc.
16108 Ash Way, Suite 201
Lynnwood, WA 98037

Contact: Loree Quade

Location: **Wood Trails:** Directly south of the King-Snohomish County boundary; West 148th NE from NE 195th Street to NE 202nd Street, Woodinville, King County, Washington. _Sec NE, Sec 03, Twn 26, Range 05

Section of Code Pertinent to Hearing Procedure: The public hearing will be governed by the procedures set forth in Chapter 17.15 WMC and Chapter 2.27 WMC. Other applicable provisions of the WMC include but are not limited to, Titles 12, 13, 14, 15, 17, 20, 21, and 22.

Proposal: **Wood Trails:** Proposed subdivision of 38.7 acres into 66 single-family residential lots concurrent with a proposed zoning map amendment redesignating the project site from R1 to R4, with density transfer to the Montevallo Proposal.

Public Hearing Date: The public hearing will be initially opened on Wednesday, February 28, 2007, but no oral testimony will be accepted on that date. **The hearing will be continued to March 14, 2007.** (The public hearing for the Montevallo proposal will be held on Thursday, March 1, 2007)

Time: The initial hearing will be commence at 7:30 P.M. on February 28, 2007. **The hearing will be continued and will reconvene at 7:00 P.M. on March 14, 2007.**

Hearing Location: Carol Edwards Community Center Gym
17401 133rd Avenue NE
Woodinville, WA 98072

Date of Continuation Notice: February 26, 2007

Responsible Official: Cindy Baker, Interim Director of Development Services

Signature: _____ **Date:** _____

Copies of all application documents, code provisions, evidence and other relevant materials are available for review (at no cost) or purchase (at the City's cost) at City Hall. In addition, a copy of the staff report will be available to review at no cost 7 days prior to the Hearing Examiner's acceptance of any testimony at the rezone and preliminary plat hearing; copies of the staff report will be provided at the City's cost. All interested parties may appear and provide testimony regarding the above proposal at the continued March 14, 2007 Public Hearing. Written comments regarding this proposal will be accepted up to and at the Public Hearing. Written comments should be addressed to the Development Services Department at the address shown above. If you have questions, please call Susie McCann at (425) 489-2754 ext. 2272.

NOTE: The rezone and preliminary plat hearing, subject to this notice, is an **OPEN RECORD HEARING**. A record of this hearing will be created. Any party interested in the recommendation and/or decision(s) arising from this hearing must present oral or written testimony for the record at the **OPEN RECORD HEARING**. **Rezone Recommendation:** The hearing examiner will make a recommendation to the city council for its decision on the rezone. An appeal of the rezone is a judicial appeal to superior court. **Preliminary Plat Decision:** The hearing examiner will make a final decision on the preliminary plat, and any approval of the preliminary plat will be expressly conditioned and contingent upon the city council's approval of the rezone. The preliminary plat decision can be administratively appealed to the city council and is limited to the existing record (a **CLOSED RECORD APPEAL PROCEEDING**), no new factual evidence or information may be submitted.

Published March 5th, 2007



City of Woodinville
AFFIDAVIT OF POSTING
FOR
NOTICE OF PUBLIC HEARING

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Development Services Department

425-489-2754 • 17301 133rd Avenue NE • Woodinville, WA 98072

Permit Desk Hours • Monday – Friday • 8:30am – 4:00pm • Wednesday 11:30am-4:00pm

Phoenix Development Inc
Applicant Name

PPA 2004 - 054
ZMA 2004 - 053
File Number
SIGN #2
WOOD TRAILS

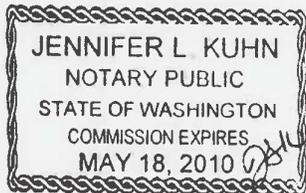
I understand that WMC 17.11.030 Application Requirements/Notice Methods of Woodinville Municipal Code of the City of Woodinville requires me to post the property at least fifteen (15) days prior to the Public Hearing.

I certify that on 2/12/07 the **NOTICE OF PUBLIC HEARING SIGN(S)** in accordance with applicable requirements and guidelines were posted on the property located at SOUTH of 205th / west of 156th so as to be clearly seen from each right-of-way providing vehicular access to the property.

State of Washington
County of King

[Signature]
Signature

Subscribed and Sworn to me this 13th day of February, 2007



Jennifer L Kuhn
Jennifer L Kuhn
Notary Public for the
State of Washington, residing
Woodinville, Washington
My Commission expires May 18, 2006 2010

This affidavit must be properly completed upon this posting of the required **Notice of Public Hearing** and returned to the Development Services Department, not later than the 15th day preceding the Public Hearing date.

Return to:
City of Woodinville
Development Services
17301 133rd Avenue NE
Woodinville, WA 98072



City of Woodinville
AFFIDAVIT OF POSTING
FOR
NOTICE OF PUBLIC HEARING

EXHIBIT 76
PAGE 60 OF 60

Development Services Department

425-489-2754 • 17301 133rd Avenue NE • Woodinville, WA 98072

Permit Desk Hours • Monday – Friday • 8:30am – 4:00pm • Wednesday 11:30am-4:00pm

Phoenix Development Inc
Applicant Name

PPA 2004-054
ZMA 2004-053
File Number
SEG # 1
Wood TRAILS

I understand that WMC 17 11 030 Application Requirements/Notice Methods of Woodinville Municipal Code of the City of Woodinville requires me to post the property at least fifteen (15) days prior to the Public Hearing.

I certify that on 2/12/07 the **NOTICE OF PUBLIC HEARING SIGN(S)** in accordance with applicable requirements and guidelines were posted on the property located at South of 205th / West of 156th so as to be clearly seen from each right-of-way providing vehicular access to the property.

State of Washington
County of King

[Signature]
Signature

Subscribed and Sworn to me this 13th day of February, 2007

Jennifer L Kuhn
Jennifer L Kuhn



Notary Public for the
State of Washington, residing
Woodinville, Washington
My Commission expires May 18, ~~2005~~ 2010

This affidavit must be properly completed upon this posting of the required **Notice of Public Hearing** and returned to the Development Services Department, not later than the 15th day preceding the Public Hearing date.

Return to:
City of Woodinville
Development Services
17301 133rd Avenue NE
Woodinville, WA 98072

Andy
Conrad
Ray
Charlene
Jennifer
Admin

February 23, 2007

VIA E-MAIL AND U.S. MAIL

Greg Smith, Hearing Examiner
808 W. Spokane Falls Blvd.
Spokane, WA 99201

RECEIVED

FEB 26 2007

Re: Wood Trails & Montevallo Public Hearings

CITY OF WOODINVILLE
DEVELOPMENT SERVICES

Dear Mr. Smith:

This is on behalf of Phoenix Development ("Phoenix") and responds to Rick Aramburu's letter of February 22, 2007. He raises nine concerns and objections to the hearing procedures you outlined in your letter of February 20, 2007. I will address each in turn.

Appearance of Fairness

Mr. Aramburu suggests that conversations you have had with City staff on procedural matters violates the appearance of fairness doctrine. He cites no authority for this proposition. His suggestion is ironic, since it is understood he has contacted you himself on an ex parte basis to discuss procedural matters. His suggestion has no merit, for two reasons. One, the appearance of fairness doctrine is applicable only to substantive, not procedural, ex parte contacts. Second, the appearance of fairness doctrine addresses only contacts between project "opponents" and project "proponents." City staff is neither an opponent nor a proponent of this project. City staff is merely processing an application and making a recommendation as to the application's consistency with City regulations.

Mr. Aramburu asks you to disclose your conversations with City staff. That is certainly within your discretion. However, the appearance of fairness doctrine does not require you to do so.

Speaker Time Limits

Mr. Aramburu objects to the proposed time limits to be placed on speaker testimony. He cites no authority in support of his contention that time limits are inappropriate. To the contrary, placing time limits on speakers is traditional in the public hearing context. Not only in the City of Woodinville, but all Washington cities and counties impose time limits when there are numerous parties wishing to testify. It is only courteous and fair to the others in the audience who wish to speak. To the extent it is necessary to convey additional factual information and argument, the parties should be allowed to supplement their oral testimony in written form.

EXHIBIT 77
PAGE 1 OF 3

CNW's "Interpretation Appeal"

Mr. Aramburu asks the Hearing Examiner to postpone the public hearings so that an adjudication may be made of Mr. Aramburu's "interpretation appeal." However, as the February 21, 2007 letter from the City's Development Services Manager indicates, there is no interpretation appeal to be heard. Accordingly, there is no reason to postpone the hearings.

Rebuttals

Mr. Aramburu objects to providing staff and the applicant with the opportunity to respond to public hearing testimony. Again, he cites no authority in support of his objection. There is none. All hearings such as this afford the staff and the applicant with the opportunity to provide a response to public testimony. Indeed, the applicant has the burden to demonstrate the proposal's compliance with City regulations. As such, the applicant clearly is entitled to have the last word. To the extent that Mr. Aramburu is concerned that staff and the applicant "will delay their substantive presentations until after the public has testified," that anxiety is not well-founded. Staff and the applicant have made their substantive presentations already, and the public has had a thorough opportunity to consider them, through the subdivision and rezone applications, expert consultant reports, and environmental review.

If Mr. Aramburu wishes to leave the record open for a reasonable time (say, seven days) to respond to staff and applicant rebuttals, Phoenix would have no objection, so long as Phoenix, as the party with the burden, would have an additional seven days to respond.

Testimony on Two Proposals

Your proposal to allow testimony on the two projects at each night's hearing is appreciated by Mr. Aramburu. However, he then asks you to delay the public hearings to re-notice them. He provides no authority for this request. It would be unjust to Phoenix to delay the hearings on this basis when it was the community itself that made the request that they be allowed to testify on both projects at once.

Consolidated Decision

Mr. Aramburu asks the Hearing Examiner to make a consolidated decision on the two proposals. Phoenix objects to that request, since the two proposals are at a distance from each other, were applied for on different dates, and have been separately reviewed by the City. Phoenix will brief this issue in greater detail in its hearing memoranda.

Staff Report

The public notice states that the staff report will be available seven days prior to the public hearings. The staff report has not yet been made available. Phoenix has no objection to the

Greg Smith
February 23, 2007
Page 3 of 3

EXHIBIT 27
PAGE 3 OF 3

Hearing Examiner keeping the hearing record open for written comment for a period of seven days following public availability of the staff report.

Public Notice Maps

Mr. Aramburu suggests the public notice maps are either under- or over-inclusive. However, he does not suggest that there is any public confusion as to the location of the two proposals. To the contrary, these proposals have likely received more public scrutiny than any other proposals in the history of the City. Mr. Aramburu cites no authority for his request that the public hearings be re-noticed. And there is none.

Pre-Hearing Conference

Phoenix would be happy to participate in a pre-hearing conference.

Conclusion

Mr. Aramburu clearly would like to delay the public hearings on these two proposals. However, he has cited no legal or practical reason to do so. His requests should be denied.

Thank you for your consideration of Phoenix's response.

Sincerely,



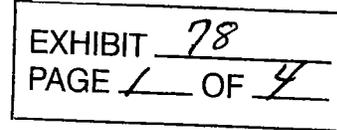
G. Richard Hill

GRH:ldc

cc: Loree Quade
Larry Sundquist
Bob Vick
Zachary Lell
Cindy Baker
Rick Aramburu

March 13, 2007

City of Woodinville
Ms. Susie McCann
Acting Manager of Plan Review and Inspection
Woodinville City Hall
17301 133rd Ave NE
Woodinville, WA 98072



Dear Ms. McCann,

Below, please find my response to the FEIS responses to my DEIS comments regarding the proposed Wood Trails and Montevallo developments:

FEIS PA-3

“Comments 5-35 and 72-2 claim the existence of at least two photographs of owls from which the locations can be identified and in which the birds pictured have been identified as spotted owls by a professional biologist. These assertions cannot be verified by the City’s consultants. The reviewers did not submit the photographs with the comments, did not provide any documentation from the biologist who reportedly examined the photographs, and did not identify the biologist or establish his or her credentials and expertise.” (FEIS)

-The City is already in possession of the noted photographs, the documentation of the photographs from the biologist, and the biologist’s credentials. All of these materials were submitted by the photographer to the City prior to this DEIS submission. These material evidences are being ignored by both the applicant and the City and must be addressed.

“The copy of the photo submitted in conjunction with Comment T12-8 is rather blurry and grainy, and therefore indistinct. It is not possible from this photo to make a conclusive identification of the species of owl shown in the photo. Barred owls and spotted owls are very similar in appearance, which can easily lead to misidentification. It is possible that the owl shown in the subject photo is a spotted owl. As noted above by WDFW staff, there have been occasional sightings of spotted owls far from suitable habitat. If the owl in the photograph is indeed a spotted owl, that would document a single sighting of a spotted owl but would not establish use of the area by spotted owls.” (FEIS)

-In fact, if this photograph is of a spotted owl, it is proof of multiple spotted owl sightings in the area which is highly significant. The photographs cited in my original DEIS comment are separate and further evidence of multiple spotted owl occurrences.

FEIS PA – 4

“...the Washington Department of Fish and Wildlife and the Washington Department of Natural Resources. Neither agency has any record of sensitive species occurring on the sites, and field observations only indicated the presence of pileated woodpeckers. State law requires that an EIS address probable, significant adverse environmental impacts (WAC 197-11-402(1). “Significant” impacts would generally occur to rare or vulnerable habitats and species, and species or habitat with special state or federal status. Alternatively, significant impacts could occur if an action would result in the loss of an obviously large area of quality habitat, or the loss of a large proportion of the available habitat for a species that did not have special state or federal status. The extent and value of expected habitat loss on the Wood Trails site for common species are not significant in this larger sense. While there are environmentally sensitive areas present on the Wood Trails site, those areas relate to geologic and soil conditions present and a small wetland, and not to wildlife use and habitat conditions. For that reason, detailed terrestrial wildlife discussions in this EIS have been limited primarily to the pileated woodpecker.” (FEIS)

-Multiple sensitive species which are recognized by the federal and state governments, as well as by environmental watchdog groups such as the National Audubon Society, live in and around the proposed Wood Trails development. I live within the 500’ boundary of the proposed Wood Trails development, and I have sighted bald eagle crossing from my property to the proposed Wood Trails development. The bald eagle is listed by the US Fish and Wildlife Service’s *USFWS Threatened and Endangered Species System (TESS)* as federally “Threatened” and by the Washington Department of Fish and Wildlife’s *Species of Concern* list as “Threatened.” The northern spotted owl has been photographed near the proposed Wood Trails development, as has been previously detailed. The northern spotted owl is listed by the US Fish and Wildlife Service’s *USFWS Threatened and Endangered Species System (TESS)* as federally “Threatened,” by the Washington Department of Fish and Wildlife’s *Species of Concern* list as “Endangered,” and is on the National Audubon Society’s *2002 Audubon WatchList’s Red List*. It has been noted that the pileated woodpecker, which I see and/or hear on a nearly daily basis (and have photographed extensively) traveling to, from, and within the proposed Wood Trails development, is listed by the Washington Department of Fish and Wildlife’s *Species of Concern* list as a “State Candidate Species.” I have sighted and photographed the great blue heron at a property abutting the proposed Wood Trails development. The great blue heron is listed on the Washington Department of Fish and Wildlife’s *Washington State Monitor List*. I have sighted and photographed both the rufous hummingbird and the band-tailed pigeon on my property extensively. Both of these species are listed on the National Audubon Society’s *2002 Audubon WatchList’s Yellow List*. Clearly, the proposed Wood Trails development contains numerous rare and vulnerable habitats and species, including species and habitat with special state or federal status. The consequences of habitat destruction and displacement of these species must be adequately addressed by the applicant before approval of the application can be considered.

FEIS PA – 4

“The DEIS explained that more mobile species occupying the area proposed for clearing are likely to be displaced into other suitable habitats in the area, such as the retained on-site forested areas to the west or the off-site forested areas to the north. Many of these species will also use landscaping around residences for food, cover and nesting habitat; this was corroborated by one commenter who provided a list of more than 26 species that use area residential properties, and other commenters who provided lengthier lists. Individual animals that are less mobile may be harmed or killed during site development, but these losses would not represent significant impacts.” (FEIS)

-Many species of animal that visit residential properties in R-1 neighborhoods cannot survive *solely* on the habitat of R-1 properties. Many such animals require a larger forested area to reside and reproduce in, and merely leave the more protected area to search for food. Destroying the large forested area by overdeveloping the land which is the proposed Wood Trails site will eliminate many species’ ability to survive in the Wellington area. Because the areas around the proposed Wood Trails development are developed, many animals in the area are dependent on the site of the proposed development for survival. They will not simply move to a neighboring yard. A neighboring yard will not fully meet their needs.

FEIS PA – 4

-As stated in my DEIS comment, “When development diminishes the quality of life for Woodinville residents, there is a conflict with Title 14 WMC 14.04.240.” My concern about the quality of life in my neighborhood changing and diminishing due to the introduction of the proposed Wood Trails development was not addressed in the stated section. Failure to address my concern is a SEPA process violation.

FEIS EIS – 14

-My comment is not listed as an “Applicable Comment” in this section, but the mark-up of my DEIS comment indicates that it should be. After searching the document, I was able to find the City’s response to my comment in section EIS-1. The response was inadequate and did not respond to my concerns that scientific studies of the wildlife present within the proposed Wood Trails development require further study and identification, and that a new DEIS must be written to include the rare, endangered, and threatened species which are present there. The failure of the consultants to identify the presence of multiple rare, threatened, and endangered species which are well known by neighborhood residents to be present in the location of the proposed Wood Trails development invalidates the conclusions drawn in the FEIS regarding rare species. When consultants and agencies survey an area, they may study it for an hour or so once per year. They cannot match the observational power of resident neighbors, such as myself, who are present every single day observing the wildlife in our area. Sightings and photographs from resident neighbors must be taken seriously by the City, State, and Federal Government, as well as by the consultants, and the applicant. Proper protective measures must be addressed and met by the applicant before this project can move forward. The failure of the City to address my comment is a SEPA process violation.

Further Concerns –

-The City of Woodinville’s website states, “Consistent with State Environmental Policy Act (SEPA) rules and the Woodinville Municipal Code, the FEIS will be filed with the State Department of Ecology, and a notice that the FEIS is available will be sent to any person or organization who commented on and/or received a copy of the DEIS.”
(<http://www.ci.woodinville.wa.us/events/pr-dtl.asp?RecordKey=473> Retrieved 3-13-2007).
The City failed to notify me of the FEIS’s availability even though I submitted a comment to the DEIS. This is a process violation and a violation of SEPA and the WMC.

-How could it possibly be, that with the unprecedented number of comments received in criticism of the DEIS for this proposal, that no member of an organization or the community seems to have made a single comment that the City of Woodinville finds to be legitimate, even though our community consists of numerous professionals with credentials that meet or exceed the engineering credentials of City employees and consultants? I am concerned that the intention behind answering the citizens’ comments was to push the document through for approval, not to re-examine the thoroughness of the findings and evidence.

Sincerely,
Laura Glickman
19405 148th Ave NE
Woodinville, WA 98072

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March 14, 2007

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Please make sure all information is readable

		Testify	Notify of Hearing Examiner's Decision
1.	Name: Jennifer Hallman & Derck Luhn Mailing address 19160 160th Ave NE Woodinville, WA 98072 Email address Jen.hallman@hotmail.com	yes	yes
2.	Name: Dee Susan HUSO Mailing address P O Box 1176 Woodinville 98072 Email address	yes	yes
3.	Name: E. Nadine Jones Mailing address 14903 NE 201st - Woodinville 98072 Email address		
4.	Name: Becky N Warden Mailing address 20111 163rd Ave NE Woodinville Email address Becknell@Comcast.net wellington		
5.	Name: MARTIN SCHWARZ Mailing address 20122 148th AVENUE WOODINVILLE Email address martin@atchurch.com		
6.	Name: BARBARA CZUBA Mailing address 15808 NE 203rd PLACE WOODINVILLE, WA 98072 Email address bczuba@aol.com	YES	YES
7.	Name: CHRISTINA McMARTIN Mailing address 19228-168 AVE NE, 98072 Email address cmmartin@verizon.net	yes	yes
8.	Name: Michael Daudt Mailing address 1700 7th Ave., Suite 2200, Seattle, WA 98101 Email address mdaudt@tusley.com	yes	yes
9.	Name: Richard Black Mailing address 19199 148th AVE NE Woodinville WA. 98072 Email address Richard Black @Comcast.net	yes	yes
10.	Name: Dave Henry Mailing address 15019 NE 201st Street Woodinville Email address dhenrykase@msd.com	yes	yes
11.	Name: Teda Laurie Thompson Mailing address PO Box 1561 Woodinville 98072 Email address TLT1988@yahoo.com	yes	yes

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			Testify	Notify of Hearing Examiner's Decision
12.	Name: <u>Michael A. O'Grady & Michelle L. O'Grady</u> Mailing address <u>14906 NE 204th St</u> Email address <u>seamog@verizon.net</u>		<u>Yes</u>	<u>Yes</u>
13.	Name: <u>Marc Blankenburg</u> Mailing address <u>14807 NE 205th Woodinville</u> Email address		<u>no</u>	<u>Yes</u>
14.	Name: <u>Sharon Clemeson</u> Mailing address <u>15103 NE 202nd</u> Email address <u>almetclem@comcast.net</u>			<u>✓</u>
15.	Name: <u>James Snell</u> Mailing address <u>15009 NE 198th St Woodinville WA 98072</u> Email address <u>jes3788@yahoo.com</u>			<u>✓</u>
16.	Name: <u>Sheri Griffin</u> Mailing address <u>14907 NE 198 St Woodinville WA 98072</u> Email address <u>hotterwill@comcast.net</u>			<u>X</u>
17.	Name: <u>Shena Griffin</u> Mailing address Email address			<u>X</u>
18.	Name: <u>Robert A Harman</u> Mailing address <u>14949 NE 202</u> Email address <u>Harman house @verizon.com</u>			
19.	Name: <u>Jonathan Yang</u> Mailing address <u>15127 NE 198th St Woodinville WA 98072</u> Email address <u>JonathanYang @ JonathanYang9999 @Hotmail.</u>			
20.	Name: <u>STEPHEN & SHERRY BROWN</u> Mailing address <u>15218 NE 198th St, Woodinville, WA 98072</u> Email address <u>STEVE and SHERRY BROWN @ COMCAST.NET</u>			
21.	Name: <u>DAVE CANNON</u> Mailing address <u>19410 146th Ave NE Woodinville</u> Email address <u>accan @ comcast.net</u>			

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March 14, 2007**

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Please print your name and give your current mailing address including zip code **AND** email address, and indicate by checking in the appropriate box if you wish to testify, receive notification of Hearing Examiner decision, or both.

Please make sure all information is readable

		Testify	Notify of Hearing Examiner's Decision
22.	Name: Jane Winant Mailing address 15908 NE 198 th St. Email address jwinant@comcast.net		✓
23.	Name: Austin Winant Mailing address Austin Same as Above Email address		
24.	Name: Kay Kuobler Mailing address 20255 149 th Pl. NE Email address Woodinville, WA 98072		✓
25.	Name: L Roy Kuobler Mailing address as above Email address		✓
26.	Name: Evelyn Champagne Moriarty Mailing address 15104 NE 202 nd St WRI 98072-6451 Email address champagne@nordicvins.com		✓
27.	Name: Ann + Mike Taylor Mailing address 20024 164 Ave NE Email address annstaylor@comcast.net		✓
28.	Name: Frederick C. Motteler Mailing address 19616 156 th Ave NE Woodinville, WA 98072-7001 Email address fmotteler@uascwa.com	yes ✓	✓
29.	Name: Mike and Marion Mays Mailing address 15335 NE 202 nd St Woodinville WA 98072 Email address		X
30.	Name: Christy Diamond Mailing address 4136 NE WD RD 144 Email address QCT@OZ.NET	X	X
31.	Name: Cliff Griffitt Mailing address 14907 NE 198 th St Email address hotterwill@comcast.net		

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		<i>Testify</i>	<i>Notify of Hearing Examiner's Decision</i>
42.	Name: Mailing address Email address		
43.	Name: Mailing address Email address		
44.	Name: Mailing address Email address		
45.	Name: Mailing address Email address		
46.	Name: Mailing address Email address		
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		<i>Testify</i>	<i>Notify of Hearing Examiner's Decision</i>
52.	Name: Mailing address Email address		
53.	Name: Mailing address Email address		
54.	Name: Mailing address Email address		
55.	Name: Mailing address Email address		
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		<i>Testify</i>	<i>Notify of Hearing Examiner's Decision</i>
62.	Name: Mailing address Email address		
63.	Name: Mailing address Email address		
64.	Name: Mailing address Email address		
65.	Name: Mailing address Email address		
66.	Name: Mailing address Email address		
67.	Name: Mailing address Email address		
68.	Name: Mailing address Email address		
69.	Name: Mailing address Email address		
70.	Name: Mailing address Email address		
71.	Name: Mailing address Email address		

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		<i>Testify</i>	<i>Notify of Hearing Examiner's Decision</i>
72.	Name:		
	Mailing address		
	Email address		
73.	Name:		
	Mailing address		
	Email address		
74.	Name:		
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75.	Name:		
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81.	Name:		
	Mailing address		
	Email address		

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			Testify	Notify of Hearing Examiner's Decision
82.	Name: <u>Nancy Bacon</u> Mailing address <u>14918 NE 204th St. Woodinville, WA. 98072</u> Email address <u>tuckerandfun @ comcast. net</u>			
83.	Name: <u>Brad & Sherry Stoll</u> Mailing address <u>20222 157th Ave NE, Woodinville, WA 98072</u> Email address <u>bradstoll @ comcast. net</u>			
84.	Name: <u>MICHAEL & CHARLOTTE OCHOA</u> Mailing address <u>15403 - NE 198th St Woodinville, WA 98072</u> Email address <u>michael(ochoa) msn. com</u>			
85.	Name: <u>Steve Buer</u> Mailing address <u>20049 149th Pl NE Woodinville, WA 98072</u> Email address <u>Steve-buer @ ndzco. net</u>			
86.	Name: <u>Buzz & Patricia Zulauf</u> Mailing address <u>17545-16th Ave NE</u> Email address <u>buzzpatricia @ yahoo. com</u>			
87.	Name: <u>Marikaye Paulson</u> Mailing address <u>15005 191st Ave NE Woodinville, WA 98072</u> Email address <u>marikay</u>			
88.	Name: <u>CRYSTAL BROWN</u> Mailing address <u>26057 170th Ave NE Woodinville WA 98072</u> Email address			
89.	Name: Mailing address Email address			
90.	Name: Mailing address Email address			
91.	Name: Mailing address Email address			

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		Testify	Notify of Hearing Examiner's Decision
92.	Name: <u>Lynn R. Krugge</u> Mailing address <u>15843 NE 175th ST</u> <u>Woodinville, WA 98072</u> Email address <u>NBKrugge@hotmail.com</u>		X
93.	Name: <u>Susan & Scott Lind</u> Mailing address <u>15339 182nd PL NE</u> <u>Woodinville WA 98072</u> Email address <u>Susan-lind@earthlink.net</u>		X
94.	Name: <u>CHARLIE & MARY COX</u> Mailing address <u>15454 NE 182nd Ave NE</u> <u>WOODINVILLE, WA, 98072</u> Email address		
95.	Name: <u>JARRETT RENSBAW</u> Mailing address <u>20230 149th PL NE</u> Email address <u>JARRETT.ERINE@COMCAST-NET</u>		
96.	Name: <u>ERIN RENSBAW</u> Mailing address <u>20230 149th PL NE</u> Email address <u>JARRETT.ERIN@COMCAST-NET</u>		
97.	Name: <u>TERESA FAY</u> Mailing address <u>15027 NE 190th ST</u> Email address <u>TFAY98@yahoo.com</u>		
98.	Name: <u>Rick and Linda Hanika</u> Mailing address <u>24320 75th Ave SE</u> <u>Woodinville WA 98072</u> Email address <u>RandLH@AOL.COM</u>		
99.	Name: <u>Paul and Kathie Forman</u> Mailing address <u>19831 156th Ave NE</u> <u>Woodinville WA 98072</u> Email address <u>pkforman@juno.com</u>		
100.	Name: <u>AVI & Sara Shahar</u> Mailing address <u>15363 NE 201st Woodinville</u> <u>WA 9807</u> Email address <u>Sarashahar@aol.com</u>		

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<u>Please make sure all information is readable</u>			
		Testify	Notify of Hearing Examiner's Decision
32.	Name: <i>Jim Cluden</i> Mailing address: <i>15725 NE 198th St</i> Email address: <i>Woodinville WA 98072</i>		
33.	Name: <i>Matthew Jensen</i> Mailing address: <i>19122 148th AVENUE</i> Email address: <i>lola-granola@comcast.net</i>		
34.	Name: <i>TIM Gifford</i> Mailing address: <i>19537 170th ave NE</i> Email address: <i>woodville wa 98072</i>		
35.	Name: <i>Nancy Bacon</i> (3/14 test list) Mailing address: <i>14918 NE 204th St.</i> Email address: <i>Tuckerandfun@comcast.net</i>		
36.	Name: <i>EUGENE L. LAMB</i> Mailing address: <i>PO Box 292</i> <i>19424 153rd Ave NE</i> Email address: <i>eugenelamb@msm.com</i>		
37.	Name: <i>Janet Patrick</i> Mailing address: <i>15252 NE 195th St Woodinville</i> Email address: <i>patrickji@aol.com</i>		
38.	Name: <i>Joyce Hyder</i> Mailing address: <i>15226 NE 195th St. Wdmv</i> Email address: <i>djhyder@comcast.net.</i>		
39.	Name: <i>Ron Olsen</i> Mailing address: <i>14555 NE 202nd St</i> Email address: <i>olsencr3@comcast.net</i>		
40.	Name: <i>Frank Coppa</i> Mailing address: <i>19423 153rd AVE NE</i> <i>WOODV</i> Email address: <i>frankjudye@comcast.net</i>		
41.	Name: <i>Judy Coppa</i> Mailing address: <i>"</i> Email address: <i>"</i>		

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March 14, 2007

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Please make sure all information is readable

		Testify	Notify of Hearing Examiner's Decision
101.	Name: <u>Gill Mason</u> Mailing address: <u>15023 N.E. 195th St. Woodinville, WA 98072</u> Email address: <u>Rmason.home@aol.com</u>		
102.	Name: <u>KERRI W. SCARBROUGH</u> Mailing address: Email address: <u>KScarbrough@verizon.net</u>		
103.	Name: <u>Craig & Marsha Tupper</u> Mailing address: <u>15419 NE 198th St</u> Email address: <u>MarshaTupper@verizon.net</u>		
104.	Name: <u>Peter Rothschild</u> Mailing address: <u>20002 156th Ave NE 98072</u> Email address: <u>P97@xsandm.com</u>		
105.	Name: <u>JAMES W. HARTMAN</u> Mailing address: <u>14908 N.E. 201 ST. WOODINVILLE, WA 98072</u> Email address:		
106.	Name: <u>PAUL A SHARP</u> Mailing address: <u>15008 NE 198 St Woodinville 98072</u> Email address: <u>PAUL.SHARP@VERIZON.NET</u>		
107.	Name: <u>Kathleen Kemis</u> Mailing address: <u>15008 NE 198 St. WAINV 98072</u> Email address:		
108.	Name: <u>Mark Keller</u> Mailing address: <u>12112 NE 115th Kittland 98034</u> Email address: <u>mkeller@triadassoc.com</u>		
109.	Name: <u>Vicky DeLoeff-Sexson</u> Mailing address: <u>14821 NE 201st Street</u> Email address: <u>tonysexson@earthlink.net</u>		
110.	Name: <u>Matthew L. Perran</u> Mailing address: <u>15204 NE 198th St. Woodinville, WA 98072</u> Email address:		
111.	Name: <u>Rylee Fee</u> Mailing address: <u>15333 ne 201st St. Woodinville 98072</u> Email address: <u>Rylee@gmail.com</u>		

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<p>IF YOU WISH TO TESTIFY OR RECEIVE NOTICE OF THE DECISION REGARDING THE WOOD TRAILS PRELIMINARY PLAT AND REZONE</p> <p>Please print your name and give your current mailing address including zip code AND email address, and indicate by checking in the appropriate box if you wish to testify, receive notification of Hearing Examiner decision, or both.</p> <p><u>Please make sure all information is readable</u></p>			
		Testify	Notify of Hearing Examiner's Decision
112.	Name: <u>FRANK COPPA</u> Mailing address <u>19423 153RD AVE NE</u> Email address <u>frankjudya@comcast.net</u>		
113.	Name: <u>JUDITH COPPA</u> Mailing address <u>JUDITH COPPA 19423 153RD AVE NE</u> Email address <u>frankjudya@comcast.net</u>		
114.	Name: <u>PETER TOUNTAS</u> Mailing address <u>12505 NE 164TH ST WOOD</u> Email address <u>pete.tountas@comcast.net</u>	X	
115.	Name: <u>TIM BIFFORD</u> Mailing address <u>19539 170TH AVE NE</u> <u>WOODVILLE WA 98072</u> Email address <u>Tim@AbsoluteMobilityCenter.com</u>		
116.	Name: <u>Monika Zier</u> Mailing address <u>19203 148TH AVE NW Woodinville</u> Email address <u>MPZConsulting@msu.com</u>		
117.	Name: <u>JEFF TOMLINSON</u> Mailing address <u>15002 NE 20TH ST Woodinville</u> Email address <u>jeff.tomlinson@holmes.com</u>		
118.	Name: <u></u> Mailing address <u>15523 N.E. 19TH ST</u> Email address <u>D.A. Fountain@msu.com</u>		
119.	Name: <u>Fountain Brian</u> Mailing address <u>14823 NE 19TH ST</u> Email address <u>BR.Fountain@Comcast.net</u>		
120.	Name: <u>GARETH GRUBE</u> Mailing address <u>15802 NE 203 PLACE</u> Email address <u>gogrube@comcast.net</u>		
121.	Name: <u>Pete Eubanks</u> Mailing address <u>15116 NE 195TH ST.</u> Email address <u>pj_eubanks@hotmail.com</u>		

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			Testify	Notify of Hearing Examiner's Decision
122.	Name: <u>LARRY HUSEBY & LINDA</u> Mailing address <u>15207 NE 198TH STREET</u> <u>WOODINVILLE WA 98072</u> Email address <u>LHUSEBY@COMCAST.NET</u>		NO	YES
123.	Name: <u>Kristen Anderson</u> Mailing address <u>12112 115TH AVE NE KIRKLAND, WA 98034</u> Email address <u>KAnderson@triadassoc.com</u>			
124.	Name: <u>Helen Gottschalk</u> Mailing address <u>14918 NE 198 St Woodinville WA 98072</u> Email address <u>hgotts@hotmail.com</u>			
125.	Name: <u>DOUG GIBSON</u> Mailing address <u>14830 NE 198TH ST, WOODINVILLE, WA. 98072</u> Email address <u>dgibson@WISLLC.COM</u>			
126.	Name: <u>Steve Paulson</u> Mailing address <u>15641 NE 202nd St Woodinville 98072</u> Email address			
127.	Name: <u>JAN Culpepper</u> Mailing address <u>15641 NE 202nd St Woodinville 98072</u> Email address <u>janca1@msn.com</u>			
128.	Name: <u>Guy A. MAHAN</u> Mailing address <u>19909-163 Ave NE</u> Email address <u>GAMAHAN@COMCAST.NET</u>			
129.	Name: <u>Jaclyn Schwarz</u> Mailing address <u>20122 198 Ave. NE Woodinville, WA 98072</u> Email address <u>jackie@catchurch.com</u>		NO	YES
130.	Name: <u>Paul Flyer</u> Mailing address <u>18133 154th Ave NE Woodinville, WA 98072</u> Email address <u>FischerFlyer@earthlink.net</u>			
131.	Name: <u>Julia Poole</u> Mailing address <u>15306 NE 202nd St Woodinville, WA 98072</u> Email address <u>ja.poole1@earthlink.net</u>			

SIGN UP SHEET March 14, 2007			
<p>IF YOU WISH TO TESTIFY OR RECEIVE NOTICE OF THE DECISION REGARDING THE WOOD TRAILS PRELIMINARY PLAT AND REZONE</p> <p>Please print your name and give your current mailing address including zip code AND email address, and indicate by checking in the appropriate box if you wish to testify, receive notification of Hearing Examiner decision, or both.</p> <p><u>Please make sure all information is readable</u></p>			
		Testify	Notify of Hearing Examiner's Decision
132.	Name: <u>PHYLIS KELLER</u> Mailing address <u>19005 152 AVE NE Wood.</u> Email address <u>Kellerpy@earthlink.net</u>	NO	
133.	Name: <u>Sam Saunders</u> Mailing address <u>19126 152nd Ave NE Woodinville</u> Email address <u>Sam.Saunders@Verizon.net</u>	NO	
134.	Name: <u>GARY & JO ANN HASSC</u> Mailing address <u>15116 NE 202nd St. Woodinville, WA 98072-6451</u> Email address <u>ghassc2@comcast.net</u>	NO	YES
135.	Name: <u>James & Wendy Avery</u> Mailing address <u>14906 NE 202nd St Woodinville, WA 98072</u> Email address <u>averyhome@comcast.net</u>	NO	YES
136.	Name: <u>Jeanette Knutson (Woodinville WA)</u> Mailing address <u>22531 NE 191st Court Woodinville, WA 98077</u> Email address <u>jgk@seanet.com</u>	NO	YES
137.	Name: <u>Charles & Mary D'Ambrosia</u> Mailing address <u>15406 NE 182nd Pl Woodinville, WA. 98072</u> Email address <u>cdambrosia@aol.com</u>	NO	YES
138.	Name: <u>Nathan Rich</u> Mailing address <u>18046 160th Pl NE Woodinville 98072</u> Email address <u>nathan_rich00@yahoo.com</u>	YES	YES
139.	Name: <u>Kathleen Rich</u> Mailing address <u>18046 160th Ave NE Woodinville, WA 98072</u> Email address <u>Krich@lwsd.org</u>	NO	YES
140.	Name: <u>Brad Rich</u> Mailing address <u>18046 160th Ave NE, Woodinville 98072</u> Email address <u>brich@reneware.com</u>	YES	YES
141.	Name: <u>Olga Bonilla</u> Mailing address <u>14027 NE 181st St. B202 Woodinville 98072</u> Email address <u>obonilla@reneware.com</u>	NO	YES

SIGN UP SHEET March 14, 2007			
IF YOU WISH TO TESTIFY OR RECEIVE NOTICE OF THE DECISION REGARDING THE WOOD TRAILS PRELIMINARY PLAT AND REZONE Please print your name and give your current mailing address including zip code AND email address, and indicate by checking in the appropriate box if you wish to testify, receive notification of Hearing Examiner decision, or both. <u>Please make sure all information is readable</u>			
		Testify	Notify of Hearing Examiner's Decision
142.	Name: HAL LARSEN Mailing address 20105-153RD NE Email address		yes
143.	Name: MATT SCHULTZ Mailing address 16706 NE 205TH CT. Email address		
144.	Name: SHARON R PETERSON Mailing address 15206 NE 202ND ST, 98072 Email address serberman@microsoft.com	yes	yes
145.	Name: JIM GOTTSCHALK Mailing address 14918 NE 195th St 98072 Email address TANGOTTSCHALKS@COMCAST-NE1		✓
146.	Name: Fred Green Mailing address 20624 86th Ave. SE, Snohomish, WA 98096 Email address Fred@GreenFinancial.com		✓
147.	Name: KAREN JOHNSON Mailing address 15305 NE 198TH ST WOODINVILLE WA 98072 Email address br.darrett@179@hotmail.com		
148.	Name: PAUL CLINE / KIM CLINE Mailing address 18533 156TH AVE NE WOODINVILLE, WA 98072 Email address paul.cline@comcast.net		
149.	Name: Steve Munson Mailing address 1555 Union Ave NE, #35 Renton, WA 98059 Email address munsl@msn.com		
150.	Name: Kenneth Scarborough Mailing address Email address		
151.	Name: Mailing address Email address		

SIGN UP SHEET March 14, 2007			
<p>IF YOU WISH TO TESTIFY OR RECEIVE NOTICE OF THE DECISION REGARDING THE WOOD TRAILS PRELIMINARY PLAT AND REZONE</p> <p><i>Please print</i> your name and give your current mailing address including zip code AND email address, and indicate by checking in the appropriate box if you wish to testify, receive notification of Hearing Examiner decision, or both.</p> <p><u>Please make sure all information is readable</u></p>			
		<i>Testify</i>	<i>Notify of Hearing Examiner's Decision</i>
152.	Name: <i>WILLIAM HOBSTAD</i>		
	Mailing address		
	Email address		
153.	Name:		
	Mailing address		
	Email address		
154.	Name:		
	Mailing address		
	Email address		
155.	Name:		
	Mailing address		
	Email address		
156.	Name:		
	Mailing address		
	Email address		
157.	Name:		
	Mailing address		
	Email address		
158.	Name:		
	Mailing address		
	Email address		
159.	Name:		
	Mailing address		
	Email address		
160.	Name:		
	Mailing address		
	Email address		
161.	Name:		
	Mailing address		
	Email address		

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		<i>Testify</i>	<i>Notify of Hearing Examiner's Decision</i>
162.	Name:		
	Mailing address		
	Email address		
163.	Name:		
	Mailing address		
	Email address		
164.	Name:		
	Mailing address		
	Email address		
165.	Name:		
	Mailing address		
	Email address		
166.	Name:		
	Mailing address		
	Email address		
167.	Name:		
	Mailing address		
	Email address		
168.	Name:		
	Mailing address		
	Email address		
169.	Name:		
	Mailing address		
	Email address		
170.	Name:		
	Mailing address		
	Email address		
171.	Name:		
	Mailing address		
	Email address		

SIGN UP SHEET March 14, 2007			
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		Testify	Notify of Hearing Examiner's Decision
172.	Name:		
	Mailing address		
	Email address		
173.	Name:		
	Mailing address		
	Email address		
174.	Name:		
	Mailing address		
	Email address		
175.	Name:		
	Mailing address		
	Email address		
176.	Name:		
	Mailing address		
	Email address		
177.	Name:		
	Mailing address		
	Email address		
178.	Name:		
	Mailing address		
	Email address		
179.	Name:		
	Mailing address		
	Email address		
180.	Name:		
	Mailing address		
	Email address		
181.	Name:		
	Mailing address		
	Email address		

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		<i>Testify</i>	<i>Notify of Hearing Examiner's Decision</i>
182.	Name: Mailing address Email address		
183.	Name: Mailing address Email address		
184.	Name: Mailing address Email address		
185.	Name: Mailing address Email address		
186.	Name: Mailing address Email address		
187.	Name: Mailing address Email address		
188.	Name: Mailing address Email address		
189.	Name: Mailing address Email address		
190.	Name: Mailing address Email address		
191.	Name: Mailing address Email address		

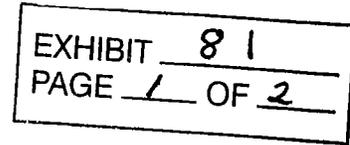
SIGN UP SHEET March 14, 2007 IF YOU WISH TO TESTIFY OR RECEIVE NOTICE OF THE DECISION REGARDING THE WOOD TRAILS PRELIMINARY PLAT AND REZONE <i>Please print</i> your name and give your current mailing address including zip code AND email address, and indicate by checking in the appropriate box if you wish to testify, receive notification of Hearing Examiner decision, or both. <u>Please make sure all information is readable</u>			
		<i>Testify</i>	<i>Notify of Hearing Examiner's Decision</i>
192.	Name: Mailing address Email address		
193.	Name: Mailing address Email address		
194.	Name: Mailing address Email address		
195.	Name: Mailing address Email address		
196.	Name: Mailing address Email address		
197.	Name: Mailing address Email address		
198.	Name: Mailing address Email address		
199.	Name: Mailing address Email address		
200.	Name: Mailing address Email address		

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Received 03/14/2007
Jennifer Kuen

Monday, March 12, 2007

Cindy Baker, Interim Director
Development Services Department
City of Woodinville
17301 133rd Ave NE
Woodinville, WA 98072
Email: CindyB@ci.woodinville.wa.us



RE: Comments regarding FEIS for Wood Trails/Montevallo

Dear Ms. Baker and City Council Members:

I want to thank the members of the Citizens' Advisory Panel for their efforts reviewing the Sustainable Growth Study. I agree with their recommendation stated in the February 19th, 2007 edition of the Woodinville weekly, that the R1 zoned areas within Woodinville City Limits stay R1. However, I am concerned that every 6 months the residents in the R1 areas will need to defend the natural environment currently under assault by dense development. Scott Hageman was quoted in the March 5th Woodinville weekly as saying that the City of Woodinville is currently far exceeding its GMA growth goals. He said that the city can support that statement with the data it is developing. I am very encouraged to hear this admission.

'Sustainable' does not describe the dense development occurring in Woodinville and southern Snohomish county. Every tree is removed from the acreage, the watershed replaced by house roofs, concrete driveways and sidewalks, and asphalt streets. The argument that this wholesale devastation within the Urban Growth Boundary is necessary in order to protect the environment outside the Urban Growth Boundary is ludicrous. The boundary will just be extended. For each tree cut, for each acre paved, for each bird species eliminated, I would like to specifically know where the "protected" environment is being saved outside of the Urban Growth Boundary.

Sensible planning would concentrate dense developments in the City Center near services and on bus routes. It is not possible to engineer enough roadways to sustain dense development everywhere within Woodinville's boundaries. It is possible to exercise common sense and environmental stewardship. I understand that property owners have the right to develop their property. But the right of developers must be balanced with the right of existing properties within a rural neighborhood to protect the natural property characteristics that they value. R1 is balanced and sustainable development.

In reaction to the dense and unsustainable development in southern Snohomish county and the overcrowding of the schools in that area, the Northshore school district is spending money to bus overload students to Woodinville schools next year. Washington state is ranked very near the bottom in the nation with regard to overcrowded classrooms. It is unconscionable for dense development to be allowed where it cannot be sustained, and disingenuous to force existing property owners to pay for the schools and services when they are overburdened.

I need to express how weary I am of battling county and city government in an effort to protect the natural environment. First it was Brightwater. Now I see zoning changes as an insidious way to promote the agenda of dense development. In an effort to protect the natural environment, every few months are residents are

Other Information/Errata – Wood Trails

Hearing Examiner Staff Report Dated 2/23/2007

The following changes are to be submitted to the Hearing Examiner as an exhibit:

1. **Page 1 of 41 “Subject: Staff Report”** – Change to Wood Trails
2. **Page 2 of 41, 2nd Paragraph from the top, last sentence** change to “proposed Wood Trails Development”
3. **Page 5 of 41, Figure 1- R-1 Area Map** – Change to include area of parcels included in the proposed action.
4. **Page 8 of 41, Figure 2 – Vicinity Map** – Change to include area of parcels included in the proposed action.
5. **Page 12 of 41, Applicant – Phoenix Development address and phone number change** to 6108 Ash Way, Suite 201, Lynnwood, WA 98087, phone number (425) 275-5306
6. **Page 17 of 41, C. Community Design Policies CD-1.2 and CE-2.5, first paragraph comments from developer** – “the wetland will be filled not preserved.” City comment ‘wetland will be filled and mitigation at a ratio of 2:1”.
7. **Page 25 of 41, H. Subdivision Code Features, Items 4** – Change King County Surface Water Manual to the “1998 Edition”
8. **Page 28 of 41, Utilities & Stormwater, Item 3 Drainage** – Change to “1998 King County Surface Water Design Manual”
9. **Page 28 of 41, I. Findings, Item 1** – Change date preliminary plat was submitted and date of completeness to 6/18/04 and 7/6/04, respectively
10. **Page 28 of 41, 1. Findings, Item 2** – Change location of Wood Trails Development to “located at present terminus of NE 202nd Street, NE 201st Street, NE 198th Street and NE 195th Street, west of 148th Avenue NE”
11. **Page 30 of 41, Subdivision, Item 2. b.** – Change date application was submitted to the City to June 18, 2004 and date notice of complete application mailed on July 8, 2004
12. **Page 33 of 41, Recommended Conditions of Approval, General, Item 6** – Change maximum of nine (9) dwelling units eligible to be transferred to Montevallo.

Additional corrections:

13. **Page 4 of 41, 1st paragraph, second to the last sentence** – Change Exhibit number to “46”
14. **Page 13 of 41, D. SEPA Determination of Environmental Significance, first paragraph** – Change Exhibit for Draft EIS was issued on January 17, 2006 to “(Exhibit 34)”

15. **Page 13 of 41, D. SEPA Determination of Environmental Significance, second paragraph** – Change Exhibit number for “Agencies, affected Native American tribes, jurisdictions and the public were provided a 45-day comment period” to “(Exhibit 41)”
16. **Page 13 of 41, D. SEPA Determination of Environmental Significance, second paragraph** – Change Exhibit number for “Final EIS was issued on December 12, 2006” to “(Exhibit 39)”
17. **Page 38 of 41, Last paragraph, under reference** – Change to reference: Cindy Baker, Interim Director of Development Services Director's Interpretation Dated November 6, 2006 (Exhibit 36) and “(Exhibit 35)”

forced to find the time to read DEIS and FEIS documents, give substantive feedback on such documents, and attend meetings and hearings.

Sincerely

Becky N. Warden
20111 163rd Avenue NE
Woodinville, WA 98072

EXHIBIT 81
PAGE 2 OF 2

Exhibit 82

DVD of the Wood Trails Video taped at March 14, 2007 public hearing

One DVD

Available for review at City of Woodinville's Development Services's counter

*Original
Sandy G 3/21/07*

Exhibit 83

Sustainable Development Study – R-1 Zone
Final ■ City of Woodinville ■ February 20, 2007

524 pages

Available for review at City of Woodinville's Development Services's counter

Original
Sandy G
3/21/07

86

EXHIBIT 86
PAGE 1 OF 7

MEMORANDUM

Date: March 6, 2007 **TG:** 04007.00

To: Mick Monken - City of Woodinville
Cindy Baker - City of Woodinville

From: Mike Swenson, P.E., P.T.O.E.

cc: Loree Quade - Phoenix Development, Inc.
Rich Hill - McCullough Hill, PS

Subject: Wood Trails/Montevallo Final Environmental Impact Statement Addendum

This memorandum provides a summary of additional analyses prepared as an addendum to the FEIS recently published by the City with respect to the proposed Wood Trails and Montevallo residential projects.

The additional analysis has been prepared to address the change in intersection operations that would result from City staff's desire to not install the bollards at either the NE 202 Street access or the NE 195th Street access. While both the R-1 housing alternative and the attached housing alternative assumed that access to all four city roadways would be permitted, the proposed action included the bollards at NE 202nd Street and NE 195th Street in response to neighborhood concerns. Since the proposed action did not assume access to either NE 202nd Street or NE 195th Street the intersection operations at all four connection points would change slightly from that reported in the FEIS.

Intersections levels of service were recalculated with the revised trip assignment as described above. The updated assignment of traffic and with-project traffic forecasts are summarized in Attachment A. For comparison purposes the previous traffic volumes utilized in the FEIS are included in this attachment. The results of the updated LOS analyses are summarized in Table 1 and Table 2 for the weekday AM and PM peak hours, respectively. For comparison purposes, the results previously shown in the FEIS are included for comparison purposes.

As shown in Table 1, all four intersections evaluated for this updated analysis are forecast to operate at LOS B or better during the weekday AM peak hour and better than LOS C during the weekday PM peak hour. The results of the updated analysis, when compared to the previous results shown in the FEIS show minor increases in delay at the NE 202nd Street and NE 195th Street intersections due to the increased traffic assigned to those streets. The intersections of NE 201st Street and NE 198th Street show minor improvements.

EXHIBIT 86
 PAGE 2 OF 7

Table 1. 2008 LOS Summary (Weekday AM and PM Peak Hours) - Proposed Action

Intersection	With-Project Conditions FEIS Results			With-Project Conditions Updated Analysis		
	LOS ¹	Delay ²	WM ³	LOS	Delay	V/C or WM
Weekday AM Peak Hour						
1 156 th Ave NE / NE 202 nd St	B	10.4	EB	B	10.6	EB
2 156 th Ave NE / NE 201 st St	B	11.2	EB	B	11.0	EB
3 156 th Ave NE / NE 198 th St	B	12.8	WB	B	12.6	WB
4 156 th Ave NE / NE 195 th St	B	13.3	WB	B	13.4	WB
Weekday PM Peak Hour						
1 156 th Ave NE / NE 202 nd St	B	11.7	EB	B	12.1	EB
2 156 th Ave NE / NE 201 st St	B	12.5	EB	B	12.2	EB
3 156 th Ave NE / NE 198 th St	C	18.6	WB	C	18.0	WB
4 156 th Ave NE / NE 195 th St	C	17.8	WB	C	18.1	WB

1. Level of Service
2. Average delay in seconds per vehicle
3. Worst movement reported for unsignalized intersections

In addition to the LOS impacts of the revised trip assignment, consideration is given to the suitability of the access roads connecting to the site. Based on direction from the City, and the removal of the bollards, traffic volumes will increase on both NE 202nd Street and NE 195th Street as a result of the proposed action.

As noted in the FEIS, along NE 195th Street, there is a vertical curve east of the entrance to the proposed neighborhood that has sight distance limitations. Based on previous discussions with City staff we understand that City staff will be requesting that this road be widened to provide two 10 foot travel lanes. A center lane strip will then be added to guide vehicles over the crest of the curve.

Conditions along NE 202nd Street are described in the FEIS and indicate that the roadway varies in width between 20 and 22 feet and includes 2 to 4 foot shoulders. Two sections of NE 202nd Street are estimated to exceed the sight distance standards developed by the City of Woodinville for a 25 mph posted speed. Due to the limited increase in vehicles per hour generated by the project, no significant impacts to traffic safety or operations are anticipated. In acknowledgement of the existing deficiencies, it is recommended that the City consider the placement of traffic calming measures and or warning signs near the deficient points.

We trust this memorandum provides the additional information requested. Please do not hesitate to call if you have any questions.

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Wood Trails-Montevallo EIS
2. NE 202nd St & 156th St NE

2008 With Proposed Action- AM Peak Hour
3/2/2007

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	W			4	4	4
Sign Control	Stop			Free	Free	Free
Grade	0%			0%	0%	0%
Volume (veh/h)	11	25	9	131	272	7
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94
Hourly flow rate (vph)	12	27	10	139	289	7
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type						
Median storage (veh)						
Upstream signal (ft)						
pX, platoon unblocked						
VC, conflicting volume	452	293	297			
vC1, stage 1 cont vol						
vC2, stage 2 cont vol	452	293	297			
vCu, unblocked vol	6.4	6.2	4.1			
IC, single (s)						
IC, 2 stage (s)						
IF (s)	3.5	3.3	2.2			
p0 queue free %	98	96	99			
cM capacity (veh/h)	565	751	1259			
Direction, Lane #	EB 1	NB 1	SB 1	EB 1	NB 1	SB 1
Volume Total	38	149	297			
Volume Left	12	10	0			
Volume Right	27	0	7			
cSH	682	1259	1700			
Volume to Capacity	0.06	0.01	0.17			
Queue Length 95th (ft)	4	0	0			
Control Delay (s)	10.6	0.6	0.0			
Lane LOS	B	A	A			
Approach Delay (s)	10.6	0.6	0.0			
Approach LOS	B	B	B			
Intersection Summary						
Average Delay				1.0		
Intersection Capacity Utilization				24.7%		
Analysis Period (min)				15		
				ICU Level of Service		
				A		

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The Transpo Group

EXHIBIT 86
PAGE 4 OF 7

Wood Trails-Montevallo EIS
3. NE 201st St & 156th St NE

2008 With Proposed Action- AM Peak Hour
3/2/2007

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	W			4	4	4
Sign Control	Stop			Free	Free	Free
Grade	0%			0%	0%	0%
Volume (veh/h)	6	19	11	139	291	6
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	7	21	12	151	316	7
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type						
Median storage (veh)						
Upstream signal (ft)						
pX, platoon unblocked						
VC, conflicting volume	495	320	323			
vC1, stage 1 cont vol						
vC2, stage 2 cont vol	495	320	323			
vCu, unblocked vol	6.6	6.4	4.1			
IC, single (s)						
IC, 2 stage (s)						
IF (s)	3.7	3.5	2.2			
p0 queue free %	99	97	99			
cM capacity (veh/h)	495	677	1226			
Direction, Lane #	EB 1	NB 1	SB 1	EB 1	NB 1	SB 1
Volume Total	27	163	323			
Volume Left	7	12	0			
Volume Right	21	0	7			
cSH	622	1226	1700			
Volume to Capacity	0.04	0.01	0.19			
Queue Length 95th (ft)	3	1	0			
Control Delay (s)	11.0	0.7	0.0			
Lane LOS	B	A	A			
Approach Delay (s)	11.0	0.7	0.0			
Approach LOS	B	B	B			
Intersection Summary						
Average Delay				0.8		
Intersection Capacity Utilization				26.4%		
Analysis Period (min)				15		
				ICU Level of Service		
				A		

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The Transpo Group

Wood Trails-Montevallo EIS
4: NE 198th St & 156th St NE

2008 With Proposed Action- AM Peak Hour
3/2/2007

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBR	
Lane Configurations	↔			↔			↔			↔		
Sign Control	Stop			Stop			Free			Free		
Grade	0%			0%			0%			0%		
Volume (veh/h)	7	5	28	30	5	15	7	128	10	15	299	
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	
Hourly flow rate (vph)	7	5	27	31	5	16	7	133	10	16	311	
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type	None											
Median storage (veh)												
Upstream signal (ft)												
pX, platoon unblocked	515	502	312	526	497	139	312				144	
vC, conflicting volume												
vC1, stage 1 cont vol	515	502	312	526	497	139	312				144	
vC2, stage 2 cont vol	7.2	6.6	6.2	7.1	6.5	6.2	4.1				4.1	
vCu, unblocked vol												
IC, single (s)												
IC, 2 stage (s)												
IF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2				2.2	
p0 queue free %	98	99	96	93	99	98	99				99	
cM capacity (veh/h)	448	460	721	439	470	915	1231				1433	
Direction, Lane #	EB 1	WB 1	NB 1	SB 1	EB 1	WB 1	NB 1	SB 1	EB 1	WB 1	NB 1	SB 1
Volume Total	40	52	151	328	7	31	7	16				
Volume Left	27	16	10	1								
Volume Right	608	524	1231	1433								
cSH	0.07	0.10	0.01	0.01								
Volume to Capacity	4	7	0	1								
Queue Length 95th (ft)	11.3	12.6	0.4	0.5								
Control Delay (s)	B	B	A	A								
Lane LOS	B	B	A	A								
Approach Delay (s)	11.3	12.6	0.4	0.5								
Approach LOS	B	B	A	A								
Intersection Summary												
Average Delay	2.3											
Intersection Capacity Utilization	35.0%											
Analysis Period (min)	15											
ICU Level of Service	A											

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Wood Trails-Montevallo EIS
5: NE 195th St & 156th St NE

2008 With Proposed Action- AM Peak Hour
3/2/2007

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBR	
Lane Configurations	↔			↔			↔			↔		
Sign Control	Stop			Stop			Free			Free		
Grade	0%			0%			0%			0%		
Volume (veh/h)	7	0	16	30	0	9	7	134	20	9	345	
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	
Hourly flow rate (vph)	7	0	17	31	0	9	7	140	21	9	359	
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type	None											
Median storage (veh)												
Upstream signal (ft)												
pX, platoon unblocked	553	554	360	560	544	150	360				160	
vC, conflicting volume												
vC1, stage 1 cont vol	553	554	360	560	544	150	360				160	
vC2, stage 2 cont vol	7.1	6.5	6.2	7.2	6.6	6.3	4.2				4.1	
vCu, unblocked vol												
IC, single (s)												
IC, 2 stage (s)												
IF (s)	3.5	4.0	3.3	3.6	4.1	3.4	2.3				2.2	
p0 queue free %	98	100	98	92	100	99	99				99	
cM capacity (veh/h)	438	438	689	410	427	871	1176				1413	
Direction, Lane #	EB 1	WB 1	NB 1	SB 1	EB 1	WB 1	NB 1	SB 1	EB 1	WB 1	NB 1	SB 1
Volume Total	24	41	168	370	7	31	7	9				
Volume Left	17	9	21	1								
Volume Right	587	467	1176	1413								
cSH	0.04	0.09	0.01	0.01								
Volume to Capacity	3	6	0	0								
Queue Length 95th (ft)	11.4	13.4	0.4	0.3								
Control Delay (s)	B	B	A	A								
Lane LOS	B	B	A	A								
Approach Delay (s)	11.4	13.4	0.4	0.3								
Approach LOS	B	B	A	A								
Intersection Summary												
Average Delay	1.6											
Intersection Capacity Utilization	33.0%											
Analysis Period (min)	15											
ICU Level of Service	A											

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EXHIBIT 86
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Wood Trails-Montevallo EIS
2: NE 202nd St & 156th St NE
2008 With Proposed Action- PM Peak Hour
3/2/2007

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	W			4		1
Sign Control	Stop			Free	Free	
Grade	0%			0%	0%	
Volume (veh/h)	10	18	26	382	276	16
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	11	20	28	415	300	17
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type						
Median storage (veh)						
Upstream signal (ft)						
pX: platoon unblocked						
VC: conflicting volume	780	309	317			
VC1: stage 1 cont vol						
VC2: stage 2 cont vol	780	309	317			
VCu: unblocked vol	6.4	6.2	4.1			
IC: single (s)						
IC: 2 stage (s)						
IF (s)	3.5	3.3	2.2			
p0 queue free %	97	97	98			
pM capacity (veh/h)	358	736	1248			
Direction, Lane #	EB 1	NB 1	SB 1			
Volume Total	30	443	317			
Volume Left	11	28	0			
Volume Right	20	0	17			
cSH	535	1248	1700			
Volume to Capacity	0.06	0.02	0.19			
Queue Length 95th (ft)	4	1	0			
Control Delay (s)	12.1	0.7	0.0			
Lane LOS	B	A	A			
Approach Delay (s)	12.1	0.7	0.0			
Approach LOS	B	B	B			
Intersection Summary						
Average Delay				0.9		
Intersection Capacity Utilization				50.4%	ICU Level of Service A	
Analysis Period (min)				15		

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Wood Trails-Montevallo EIS
3: NE 201st St & 156th St NE
2008 With Proposed Action- PM Peak Hour
3/2/2007

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	W			4		1
Sign Control	Stop			Free	Free	
Grade	0%			0%	0%	
Volume (veh/h)	6	12	19	407	287	7
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89
Hourly flow rate (vph)	7	13	21	457	322	8
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type						
Median storage (veh)						
Upstream signal (ft)						
pX: platoon unblocked						
VC: conflicting volume	826	326	330			
VC1: stage 1 cont vol						
VC2: stage 2 cont vol	826	326	330			
VCu: unblocked vol	6.4	6.2	4.1			
IC: single (s)						
IC: 2 stage (s)						
IF (s)	3.5	3.3	2.2			
p0 queue free %	98	98	98			
pM capacity (veh/h)	338	719	1235			
Direction, Lane #	EB 1	NB 1	SB 1			
Volume Total	20	479	330			
Volume Left	7	21	0			
Volume Right	13	0	8			
cSH	523	1235	1700			
Volume to Capacity	0.04	0.02	0.19			
Queue Length 95th (ft)	2	1	0			
Control Delay (s)	12.2	0.5	0.0			
Lane LOS	B	A	A			
Approach Delay (s)	12.2	0.5	0.0			
Approach LOS	B	B	B			
Intersection Summary						
Average Delay				0.6		
Intersection Capacity Utilization				46.9%	ICU Level of Service A	
Analysis Period (min)				15		

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The Transpo Group

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Wood Trails-Montevallo EIS
4: NE 198th St & 156th St NE

Wood Trails-Montevallo EIS
5: NE 195th St & 156th St NE

2008 With Proposed Action- PM Peak Hour
3/2/2007

2008 With Proposed Action- PM Peak Hour
3/2/2007

Movement	EBL	EBT	EBR	WBL	WBR	NBL	NBT	NBR	SBL	SBR		
Lane Configurations	⇄			⇄			⇄			⇄		
Sign Control	Stop			Stop			Free			Free		
Grade	0%			0%			0%			0%		
Volume (veh/h)	7	5	8	15	0	5	22	414	20	5		
Peak Hour Factor	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88		
Hourly flow rate (vph)	8	6	9	17	0	6	25	470	23	6		
Pedestrians										9		
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type	None			None			None					
Median storage (veh)												
Upstream signal (ft)												
px, platoon unblocked	873	878	324	879	872	482	328			493		
vc, conflicting volume												
vc1, stage 1 conf vol												
vc2, stage 2 conf vol	873	878	324	879	872	482	328			493		
vCu, unblocked vol	7.1	6.5	6.2	7.1	6.5	6.2	4.1			4.1		
IC, 2 stage (s)												
IF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2			2.2		
p0 queue free %	97	98	99	93	100	99	98			99		
cM capacity (veh/h)	265	281	722	258	284	589	1237			1076		
Direction, Lane #	EB 1	WB 1	NB 1	SB 1	EB 1	WB 1	NB 1	SB 1	EB 1	WB 1	NB 1	SB 1
Volume Total	23	23	518	334								
Volume Left	8	17	25	6								
Volume Right	9	6	23	9								
cSH	362	300	1237	1076								
Volume to Capacity	0.06	0.08	0.02	0.01								
Queue Length 95th (ft)	4	5	1	0								
Control Delay (s)	15.6	18.0	0.6	0.2								
Lane LOS	C	C	A	A								
Approach Delay (s)	15.6	18.0	0.6	0.2								
Approach LOS	C	C	A	A								
Intersection Summary												
Average Delay										1.3		
Intersection Capacity Utilization										45.1%		
Analysis Period (min)										15		
										ICU Level of Service		
										A		

Movement	EBL	EBT	EBR	WBL	WBR	NBL	NBT	NBR	SBL	SBR		
Lane Configurations	⇄			⇄			⇄			⇄		
Sign Control	Stop			Stop			Free			Free		
Grade	0%			0%			0%			0%		
Volume (veh/h)	7	0	9	15	0	5	17	444	25	5		
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92		
Hourly flow rate (vph)	8	0	10	16	0	5	18	483	27	5		
Pedestrians										8		
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type	None			None			None					
Median storage (veh)												
Upstream signal (ft)												
px, platoon unblocked	871	879	321	875	869	496	325			510		
vc, conflicting volume												
vc1, stage 1 conf vol												
vc2, stage 2 conf vol	871	879	321	875	869	496	325			510		
vCu, unblocked vol	7.1	6.5	6.2	7.2	6.6	6.3	4.1			4.1		
IC, 2 stage (s)												
IF (s)	3.5	4.0	3.3	3.6	4.1	3.4	2.2			2.2		
p0 queue free %	97	100	99	94	100	99	98			99		
cM capacity (veh/h)	267	283	724	256	278	562	1229			1050		
Direction, Lane #	EB 1	WB 1	NB 1	SB 1	EB 1	WB 1	NB 1	SB 1	EB 1	WB 1	NB 1	SB 1
Volume Total	17	22	528	330								
Volume Left	8	16	18	5								
Volume Right	10	5	27	8								
cSH	414	296	1229	1050								
Volume to Capacity	0.04	0.07	0.02	0.01								
Queue Length 95th (ft)	3	5	1	0								
Control Delay (s)	14.1	18.1	0.4	0.2								
Lane LOS	B	C	A	A								
Approach Delay (s)	14.1	18.1	0.4	0.2								
Approach LOS	B	C	A	A								
Intersection Summary												
Average Delay										1.0		
Intersection Capacity Utilization										44.3%		
Analysis Period (min)										15		
										ICU Level of Service		
										A		

EXHIBIT 86
PAGE 7 OF 7

EXHIBIT 87
PAGE 1 OF 5

WHEN RECORDED RETURN TO:

PHOENIX DEVELOPMENT, INC.
P.O. BOX 958
LYNNWOOD, WA 98046-0958



DOCUMENT TITLE(S):

1. RELINQUISHMENT OF EASEMENT
- 2.

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTOR(S):

1. PHOENIX DEVELOPMENT, INC.
- 2.

GRANTEE(S):

1. PHOENIX DEVELOPMENT, INC.
- 2.

ABBREVIATED LEGAL DESCRIPTION

CHICAGO TITLE INS. CO ^(S)
REF# 1118057-10

PTN E1/2 NE1/4, 3-26-5

Complete legal description on page _____ of document

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

032605-9045, -9042, -9032, -9038, -9044, -9111

(Check if applicable and sign below) I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature

This cover sheet is for the County Recorder's indexing purposes only. The Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

EXHIBIT <u>87</u>
PAGE <u>2</u> OF <u>5</u>

RELINQUISHMENT OF EASEMENT

WHEREAS, Phoenix Development, Inc. ("PDI") is the owner of certain real property located in King County, Washington, legally described in exhibit A, attached hereto and incorporated thereby:

WHEREAS, when PDI acquired the servient estate and dominant estates of all the below referenced easements the easements merged and thereby terminated; and

WHEREAS, PDI desires to give notice of said termination and to give an express relinquishment of said easements;

NOW THEREFORE THE UNDERSIGNED AGREES AS FOLLOWS:

The undersigned acknowledges that when it took ownership of the servient and all the dominant estates that the easements created under King County recording numbers 1179371, 1204907, 1385249, 1419281, 1435302, and 1507559 merged and thereby terminated.

If any easement rights continue to exist, the undersigned agrees to abandon, vacate and forever relinquish all interest it may have in those certain easements created under King County recordings numbers 1179371, 1204907, 1385249, 1419281, 1435302, and 1507559.

By: _____

Robert P. Vick, Senior Vice-President
Phoenix Development, Inc.

Date: _____

7-12-07

EXHIBIT 87
PAGE 3 OF 5

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On this 12th day of March, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Robert P. Vick to me known to be the Senior Vice-President of Phoenix Development, Inc. described herein and who executed the foregoing instrument, and acknowledged to me that he/she is authorized to sign on behalf of the Corporation and that he/she signed and sealed the said instrument as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

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



Robin Lottua
NOTARY PUBLIC in and for the
State of Washington, residing at
Bothell, Washington

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL A:

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND MONUMENT AT THE NORTHEAST CORNER OF SAID SECTION 3;
THENCE SOUTH 00°24'18" EAST, ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 659.80 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 3;
THENCE ALONG SAID SOUTH LINE NORTH 88°39'33" WEST A DISTANCE OF 60.03 FEET TO A LINE THAT IS PARALLEL WITH AND 60.00 FEET TO THE WEST OF SAID EAST LINE;
THENCE NORTH 00°24'18" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 178.84 FEET;
THENCE NORTH 90°00'00" WEST A DISTANCE OF 933.47 FEET TO THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 3;
THENCE NORTH 00°17'19" WEST, ALONG SAID EAST LINE, A DISTANCE OF 486.02 FEET TO A LINE PARALLEL WITH AND 30.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3;
THENCE SOUTH 88°28'19" EAST, ALONG LAST SAID PARALLEL LINE, A DISTANCE OF 331.01 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 3;
THENCE NORTH 00°19'38" WEST, ALONG SAID WEST LINE, A DISTANCE OF 30.02 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3;
THENCE ALONG SAID NORTH LINE SOUTH 88°28'19" EAST A DISTANCE OF 661.97 FEET TO THE POINT OF BEGINNING.

(ALSO KNOWN AS PARCEL "A", WOODINVILLE BOUNDARY LINE ADJUSTMENT NUMBER 2004-063, RECORDED UNDER RECORDING NUMBER 20060512900011.)

PARCEL B:

THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON.

PARCEL C:

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND MONUMENT AT THE NORTHEAST CORNER OF SAID SECTION 3;
THENCE SOUTH 00°24'18" EAST, ALONG THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 669.80 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 3;

THENCE ALONG SAID SOUTH LINE NORTH 88°39'33" WEST A DISTANCE OF 60.03 FEET TO A LINE PARALLEL WITH AND 60.00 FEET TO THE WEST OF SAID EAST LINE AND THE POINT OF BEGINNING;
THENCE NORTH 00°24'18" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 178.84 FEET;
THENCE NORTH 90°00'00" WEST A DISTANCE OF 933.47 FEET TO THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 3;
THENCE ALONG SAID EAST LINE SOUTH 00°17'19" EAST A DISTANCE OF 156.98 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 3;
THENCE SOUTH 88°39'33" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 934.20 FEET TO THE POINT OF BEGINNING.

(ALSO KNOWN AS PARCEL "C", WOODINVILLE BOUNDARY LINE ADJUSTMENT NUMBER 2004-063, RECORDED UNDER RECORDING NUMBER 20060512900011.)

PARCEL D:

THE EAST HALF OF THE SOUTHWEST QUARTER OF GOVERNMENT LOT 1, SECTION 3, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER THE NORTH 20 FEET OF THE WEST HALF OF THE SOUTHWEST QUARTER OF GOVERNMENT LOT 1 IN SAID SECTION 3, EXCEPT THE WEST 30 FEET OF SAID EASEMENT AREA CONVEYED TO KING COUNTY UNDER RECORDING NUMBER 7707250767; AND OVER THE NORTH 4 FEET OF LOT 1, KING COUNTY SHORT PLAT NUMBER 281084, RECORDED UNDER RECORDING NUMBER 8107230645; AS SAID EASEMENT WAS ESTABLISHED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20000215000110.

PARCEL E:

INTENTIONALLY OMITTED.

PARCEL F:

THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON.

1 In most urban jurisdictions in Washington State governed by the Growth Management Act,
2 approval of the Proposal would be straightforward. It should be so in this case, as well.

3 While the environmental impacts of the Proposal are insignificant, there is no question the
4 Proposal will bring a modicum of change to the immediately surrounding community, which has
5 been zoned R-1 since the incorporation of the City in 1993. Some members of the community wish
6 to maintain the existing pattern of sprawling, inefficient, non-urban, unsustainable lot sizes in the
7 City, even on those parcels, such as the Wood Trails parcel, that are undeveloped.

8 Their response to those families who desire a detached single family home at a density of
9 four dwelling units per acre is essentially an elitist one: If you can not afford an entire acre, you do
10 not belong in our neighborhood. The existing fifty percent of the City's residential land that is
11 zoned R-1 should stay that way, these neighbors contend, and the many that can not finance
12 purchase of an estate-sized one-acre lot should move elsewhere, preferably in the multi-family areas
13 on the valley floor, well away from the Wellington neighborhood in the hills.

14 While these neighbors are certainly entitled to their opinions, the Growth Management Act,
15 as explained below, does not permit a "neighborhood veto," nor does the GMA requirement to
16 "ensure neighborhood vitality and character" provide a mandate, or an excuse, to freeze
17 neighborhood densities at their pre-GMA levels. To the contrary, the GMA requires that all lands
18 within urban areas be zoned for urban densities unless they contain exceptional environmental
19 resources, which is not the case here.

20 The Staff Report fully describes the Proposal, its impacts, proposed conditions to mitigate
21 those impacts, and how the Proposal complies with applicable City regulations. As the Staff Report
22 finds, the Wood Trails Proposal complies with all applicable City regulations relating to approval of
23 subdivisions and zoning map amendments. The Staff Report enumerates the Proposal's compliance

1 with subdivision regulations at pp. 29-31. The Staff Report sets forth the Proposal's compliance
2 with requirements for zoning map amendments at p. 24. The Staff Report does invite the applicant
3 to explain further to the Hearing Examiner how the applicant has established that "there is a
4 demonstrated need for additional zoning as the type proposed." WMC 21.44.070(1).

5 This memorandum will address the factual and legal issues associated with that question. It
6 will demonstrate first, that there is a market need for additional R-4 zoning; second, that sound
7 planning principles demonstrate the need for additional R-4 zoning; and third, that R-4 zoning is
8 legally mandated.

9 **2. TO SHOW A "DEMONSTRATED NEED," AN APPLICANT MUST SHOW**
10 **THAT R-4 LAND USES ARE REQUIRED, WANTED OR THAT THERE IS**
11 **MARKET DEMAND FOR THE PROPOSED LAND USE**

12 WMC 21.44.070 requires that the applicant demonstrate that "[t]here is a demonstrated
13 need for additional zoning of the type proposed." This requirement is satisfied in this case.

14 The WMC does not define "demonstrated need." Accordingly, well-established
15 principles of statutory construction guide the interpretation of ordinance terms, such as these,
16 that are not defined. Two key principles are applicable here. First, resort may be had to the
17 dictionary. And second, resort may be had to judicial constructions of the phrase as a term of art.
18 Application of those principles here leads to the conclusion that an applicant will demonstrate
19 need when it is shown that the proposed land use is "required or wanted," or that there is market
20 demand for the proposed land use.

21 **a. Dictionary definition.**

22 In the absence of a definition in a statute, a term may be given its common meaning,
23 which may be determined by referring to a dictionary. *Quadrant Corporation v. Central Puget*
Sound Growth Management Hearings Board, 154 Wn.2d 224, 239, 110 P.3d 1132 (2005).

1 Courts interpret local ordinances and codes in the same manner as statutes. *Washington Shell*
2 *Fish v. Pierce County*, 132 Wn. App. 239, 253, 131 P.3d 326 (2006). The term “demonstrate” is
3 defined as “to show clearly and deliberately; manifest”; “to show to be true by reasoning or
4 adducing evidence; prove”; and “to present by experiments, examples, or practical application;
5 explain and illustrate.” American Heritage College Dictionary (4th ed.). “Need” is defined as “a
6 condition or situation in which something is required or wanted.” *Id.* Here, the evidence
7 Phoenix will present at the hearing will demonstrate that the rezoning to R-4 is both required and
8 wanted because there is a market demand for housing in this area that is not met by the existing
9 housing inventory, and because smart growth, sustainable development, and growth management
10 principles require that urban development be at urban densities, greater than one dwelling unit
11 per acre, and generally at least four dwelling units per acre. In addition, R-4 zoning is “required”
12 because it is legally mandated.

13 **b. Term of Art**

14 A “term of art includes its legal tradition and meanings.” *State v. Bradshaw*, 152 Wn.2d
15 528, 537, 98 P.3d 1190 (2004), citing *Morissette v. United States*, 342 U.S. 246, 263, 72 S. Ct.
16 240 (1952). In *Morissette*, the United States Supreme Court stated:

17 where Congress borrows terms of art in which are accumulated the legal tradition and
18 meaning of centuries of practice, it presumably knows and adopts the cluster of ideas that
19 were attached to each borrowed word in the body of learning from which it was taken and
20 the meaning its use will convey to the judicial mind unless otherwise instructed. In such
21 case, absence of contrary direction may be taken as satisfaction with widely accepted
22 definitions, not as a departure from them.

23 *Morissette, supra*, 342 U.S. at 263.

The term “demonstrated need” is a term of art in the area of zoning. While no published
Washington cases address this term, cases from other jurisdictions uniformly equate

1 “demonstrated need” with market or business demand. In *Trisko v. City of Waite Park*, 566
2 N.W.2d 349 (Minn. Ct App. 1997), the Court reversed the city’s denial of a conditional use
3 permit for a rock quarry. The city’s decision was based in part on a finding that there was no
4 “demonstrated need” for the use because the quarry operator already operated one quarry in the
5 city and had not exhausted the granite supply at that quarry. The Court overturned this finding,
6 determining that there was substantial evidence in the record of the quarry operator’s need for
7 the quarry. The Court stated “[w]hen the record adequately supplies the reasons underlying a
8 business decision, neither a municipal body nor a court should override that business judgment.”
9 *Id.* at 355.

10 In addition, in *1000 Friends of Oregon v. Marion County*, 116 Ore. App. 584, 842 P.2d
11 441 (Ore. Ct. App. 1992), the Court held that the Land Use Board of Appeals erred in
12 overturning the county’s determination that there was a demonstrated need for a rezone to permit
13 the expansion of an RV park. The rezone applicant submitted evidence that the existing RV park
14 turned away customers and two other nearby RV parks were operating at capacity. In this case,
15 the parties, Land Use Board of Appeals and Court all clearly interpreted the term “demonstrated
16 need” to mean “market demand.”

17 Indeed, Courts around the country have utilized this definition of “demonstrated need.”
18 *See e.g., Blaker v. Planning and Zoning Commission*, 212 Conn. 471, 484, 562 A.2d 1093
19 (Conn. 1989) (testimony that area had a limited market of relatively affordable housing for
20 young married couples and “empty nesters,” and that proposed condominium development
21 would provide more affordable means of housing than single family development, “supports a
22 finding by the commission of a ‘fully demonstrated need for such type of land use.’”); *Eveline*
23 *Township v. H & D Trucking Company*, 181 Mich. App. 25, 32-33, 448 N.W.2d 727 (Mich. Ct.

1 App. 1989) (demonstrated need for port facility to provide construction materials based in part
2 on “continuing and substantial need for these materials for road building and other
3 construction”).

4 **3. THERE IS A MARKET DEMAND FOR ADDITIONAL R-4 ZONING**

5 In this case, the evidence submitted by Phoenix at the hearing in this matter will show
6 that there is a market demand for the housing type and density proposed. This market demand is
7 not met by the existing housing stock. Accordingly, there is a “demonstrated need” for the
8 rezone.

9 Bob Vick, Senior Vice President of Phoenix, will observe that the business of Phoenix is to
10 develop residential lots, and that over the last ten years, Phoenix has developed 34 residential
11 subdivisions, including 1500 lots, all within the Urban Growth Areas of Snohomish and King
12 Counties. Phoenix has been a strong supporter of the GMA, including its policies to require urban
13 densities in UGAs, to reduce sprawl, to promote efficient use of infrastructure, and to protect critical
14 areas. All of Phoenix’s projects have been consistent with those goals. Mr. Vick will testify that
15 Phoenix would not be proceeding with the costs and risks of pursuing the Wood Trails development
16 without a strong sense of the need for R-4 zoned land at these locations in Woodinville. That need
17 has been strong over the last ten years, and remains strong, throughout the UGAs of southern
18 Snohomish and northern King Counties, as indicated by the rapid absorption of all of Phoenix’s
19 recent R-4 and denser residential projects.

20 Matthew Gardner, a land economist with years of experience and knowledge of the real
21 estate markets in this area, will testify on March 15. His report will be submitted on March 14, and
22 is attached to this memorandum. Mr. Gardner will make the following observations: (1) The Staff
23 Report’s conclusion that the City currently has sufficient zoned land to accommodate its demand for

1 housing units is flawed and incorrect; (2) Because of ever-escalating housing prices, the market
2 demand for R-1 zoned estate lots is decreasing as such estate lots become increasingly unaffordable,
3 whereas the market demand for R-4 zoned lots remains vigorous and relatively more affordable; (3)
4 Because of ever-increasing commute times, there is a substantial need for R-4 zoned land in areas
5 such as Woodinville, close to the employment centers of Bellevue, Redmond, and Kirkland; (4)
6 Actual growth demand in Woodinville is likely to substantially exceed its growth allocation of
7 1869; and (5) It is inappropriate to conclude that the provision of multi-family zoned housing will
8 satisfy the demand for detached R-4 zoned lots, as there are so many families who desire a detached
9 single family home, yet can not afford to purchase a one-acre estate lot. Mr. Gardner concludes that
10 market forces will dictate that demand for market rate housing will exceed its supply and that the
11 specific need for R-4 housing will far outpace that of R-1 zoned housing.

12 Because there is a market demand for R-4 zoned housing, there is a demonstrated need for
13 that land use, as contemplated by WMC 21.44.070(1).

14 **4. SOUND PLANNING PRINCIPLES MANDATE ADDITIONAL R-4 ZONED**
15 **LAND IN WOODINVILLE**

16 Michael McCormick, FAICP, a planner with over thirty-five years of experience in
17 community development and growth management, and former Assistant Director for Growth
18 Management for the Washington State Department of Community Development, will submit a
19 report to the Hearing Examiner on the evening of March 14. A copy of the report is attached. Mr.
20 McCormick makes the following observations: (1) The Puget Sound Regional Council's current
21 updating of its VISION 2020 plan, extending it to the year 2040, envisions a significant increase in
22 population allocation to Woodinville, underscoring the importance of increasing density from one to
23 four dwelling units per acre, as proposed by Phoenix; (2) Increasing density from one to four

1 dwelling units per acre is consistent with Growth Management Board decisions, accommodates
2 urban density, supports transit and schools, and allows for more efficient use of existing capital
3 facilities; (3) Increasing density from one to four dwelling units per acre is necessary to assure
4 sustainable development, which requires the efficient use of land, and is consistent with the Smart
5 Growth project of the United States Environmental Protection Agency. Mr. McCormick concludes
6 that approving the proposed rezone will be consistent with sound urban planning principles, and
7 denying it will be inconsistent with those principles. Sound planning principles, then, also
8 demonstrate the need for R-4 zoning in Woodinville.

9 **5. THE LAW REQUIRES THAT THE REZONE BE APPROVED**

10 In addition to market demand and sound planning principles, the need for approval of this
11 rezone is demonstrated because the rezone is legally mandated. First, the rezone is legally
12 mandated because the City's zoning code requires that developments be approved at densities of
13 no less than 4 dwelling units per acre when urban services are provided. Second, the rezone is
14 legally required under the doctrine of collateral estoppel. Third, the rezone is legally required to
15 be consistent with holdings of the Growth Management Hearings Board that construe the Growth
16 Management Act.

17 **a. The City's Zoning Code Requires Approval of the Rezone.**

18 This matter involves two applicable WMC sections. One requires a showing of
19 "demonstrated need" for a rezone (WMC 21.44.070); the other provides that "developments with
20 densities less than R-4 are allowed only if adequate services cannot be provided" (WMC
21 21.04.080(1)(a). In interpreting these sections, the City must ensure that no provision is rendered
22 superfluous, void or insignificant. *Snow's Mobile Homes v. Morgan*, 80 Wn.2d 283, 288, 494
23 P.2d 216 (1972) ("Courts are obliged to interpret a statute, if possible, so that no portion of it is

1 superfluous, void, or insignificant.”) Thus, the City may not interpret the “demonstrated need”
2 requirement to eliminate the requirement for R-4 densities. If the Council interprets the term
3 “demonstrated need” to mean market or business demand, as Courts around the country have
4 done, then there is no conflict between these WMC sections and the City may easily give effect
5 to both by granting the requested rezone. This interpretation is the only one that meets the
6 statutory construction requirement that no provision be rendered void or superfluous.

7 In addition, the City must follow the rule of statutory construction that “a specific
8 provision controls over one that is general in nature.” *Miller v. Sybouts*, 97 Wn.2d 445, 448, 645
9 P.2d 1082 (1982). Here, WMC 21.04.080(1)(a) addresses the specific issue before the Council:
10 whether R-4 zoning must be permitted on this site. WMC 21.44.070, on the other hand, provides
11 only general standards applicable to any rezone. To the extent the Council finds a conflict
12 between the provisions, WMC 21.04.080(1)(a), requiring R-4 densities, controls. Accordingly,
13 the rezone in this case is “needed” because it is legally required under established principles of
14 statutory interpretation.

15 **b. The City is Collaterally Estopped from Denying the Proposed Rezone.**

16 The Central Puget Sound Growth Management Hearings Board has directly addressed the
17 densities required in the area in which the Wood Trails property is located. In *Hensley v.*
18 *Woodinville*, Central Puget Sound Growth Management Hearings Board No. 96-3-0031, Final
19 Decision and Order (February 25, 1997), the Board held unequivocally that the City could not
20 perpetuate low-density one-acre zoning. Instead, GMA requires urban densities in this area.

21 In *Hensley*, the petitioner Corrine Hensley challenged the City’s initial GMA
22 comprehensive plan, adopted in 1996. Among other things, the petitioner challenged Policy LU-
23 3.6, which provided: “Allow densities higher than one dwelling unit per acre only when

1 adequate services and facilities are available to serve the proposed development.” She focused
2 the Board’s scrutiny on the Plan’s use of 1 du/acre densities in the Leota neighborhood, which
3 includes the Wood Trails and Montevallo properties. The Board stated:

4 No evidence or argument was presented by Woodinville that there was an environmental
5 justification for such a widespread pattern of one-acre lots. Instead, the City points to
6 Policy LU-3.6 to argue that, in effect, lack of service capacity serves as justification for a
7 FLUM with densities significantly below 4 du/acre. The Board disagrees with the City...

8 Because the Act requires that cities make available and provide urban services throughout
9 their UGAs, the Board cannot construe Goal U-3 to perpetuate an inefficient pattern of
10 one-acre lots. For the Board to conclude otherwise would sanction the inappropriate
11 conversion of undeveloped land into sprawling low-density development, which would
12 effectively thwart long-term urban development within the City’s boundaries...

13 Policy LU-3.6 allows densities greater than 1 du/acre only where adequate services and
14 facilities are available. This policy reads as though new development cannot exceed 1
15 du/acre unless sewer service is available – this is inconsistent with Goal U-3 and the
16 intent of the Act...

17 Policy LU-3.6 is inconsistent with Goal U-3, therefore, the Plan is internally inconsistent
18 in violation of RCW 36.70A.070(1). Policy LU-3.6 will be remanded with instructions
19 for the City to bring the Plan into compliance.

20 *Hensley, supra*, at 9-10.

21 The City did not appeal this decision. Instead, the City amended its comprehensive plan
22 to comply with the Board’s directive. *Hensley v. Woodinville*, Central Puget Sound Growth
23 Management Hearings Board No. 96-3-0031, Finding of Compliance (October 10, 1997).

WMC 21.04.080 is directly responsive to the Board’s order. In order to avoid “the
inappropriate conversion of undeveloped land into sprawling low-density development, which
would effectively thwart long-term urban development within the City’s boundaries,” WMC
21.04.080(1)(a) states clearly that “[d]evelopments with densities less than R-4 are allowed only
if adequate services cannot be provided” (emphasis added). In other words, throughout the City,
R-1 development is prohibited unless adequate services cannot be provided. An application for

1 R-1 development in an area where adequate services can be provided – such as the project site –
2 would not comply with the City’s zoning regulations.

3 The City is bound by the Board’s decision that densities of at least four units an acre are
4 required within the City under the doctrine of collateral estoppel. The elements of collateral
5 estoppel are: “(1) the issue decided in the earlier proceeding was identical to the issue presented
6 in the later proceeding; (2) the earlier proceeding ended in a judgment on the merits; (3) the party
7 against whom collateral estoppel is asserted was a party to, or in privity with a party to, the
8 earlier proceeding; and (4) application of collateral estoppel does not work an injustice on the
9 party against whom it is applied. [Citations omitted.]” *Christensen v. Grant County Hosp.*, 152
10 Wn.2d 299, 307, 96 P.3d 957 (2004). Collateral estoppel applies “where an issue was
11 adjudicated by an administrative agency in the earlier proceeding.” *Id.*

12 In this case, the issue decided by the Board is identical to the issue presented in this
13 proceeding. The Board examined whether the City could maintain the existing pattern of one-
14 acre lots within the neighborhood in which the project site is located. The Board determined that
15 the City’s land use regulations could not legally perpetuate these historic low densities.
16 Similarly in this case, the issue is whether the City may maintain the existing large-lot zoning on
17 the project site. In addition, the earlier proceeding ended in a judgment on the merits, a final
18 decision and order by the Board. Also, the party against whom collateral estoppel is asserted, the
19 City, was a party in the prior action. Finally, the application of collateral estoppel will not work
20 an injustice against the City. Quite the contrary, the applicant in this case simply seeks to have
21 the City implement its zoning code according to its plain language and consistent with GMA.

22
23

1 c. The Growth Management Act Requires Approval of the Proposed Rezone.

2 Even if the City were not collaterally estopped under *Hensley, supra*, the Growth
3 Management Act clearly mandates urban densities for the Wood Trails property. There is little
4 question that four dwelling units per acre is, absent environmental constraints, a minimum urban
5 density. And in this case, as the EIS affirms, there are no pertinent environmental constraints.

6 The State Constitution "Article XI, section 11 requires a local law to yield to a state
7 statute on the same subject matter . . . 'if a conflict exists such that the two cannot be
8 harmonized.'" *Weden v. San Juan County*, 135 Wn.2d 678, 693, 958 P.2d 273 (1998), citing
9 *Brown v. City of Yakima*, 116 Wn.2d 556, 559, 561, 807 P.2d 353 (1991). "Two statutes must be
10 read together "to give each effect and to harmonize each with the other.'" *Bour v. Johnson*, 122
11 Wn.2d 829, 835, 864 P.2d 380 (1993). "Inconsistency between statutes upon a given subject is
12 never presumed, but such interpretation or construction should be adopted as will harmonize all
13 acts upon the subject, if reasonably possible." *Ropo, Inc. v. Seattle*, 67 Wn.2d 574, 578, 409
14 P.2d 148 (1965). In addition, "we presume the Legislature is familiar with past judicial
15 interpretations of its enactments." *State v. Brown*, 140 Wn.2d 456, 474, 998 P.2d 321 (2000).

16 Here, the City Council must interpret the zoning code provisions at issue to be consistent
17 with the Growth Management Act ("GMA"), as interpreted by the Central Puget Sound Growth
18 Management Hearings Board ("Board"). The Board has directly addressed the densities required
19 in the area in which the Wood Trails and Montevallo properties are located. In *Hensley v.*
20 *Woodinville*, Central Puget Sound Growth Management Hearings Board No. 96-3-0031, Final
21 Decision and Order (February 25, 1997), as stated above, the Board held unequivocally that the
22 City could not perpetuate low-density one-acre zoning. Instead, GMA requires urban densities
23 in this area.

1 Subsequent to the decision in *Hensley*, the Washington Supreme Court considered a
2 challenge to a private restrictive covenant requiring lot sizes of at least one-half acre. *Viking*
3 *Properties v. Holm*, 155 Wn.2d 112, 118 P.2d 322 (2005). The Court upheld the covenant,
4 rejecting a claim that it violated public policy because it was inconsistent with GMA's density
5 requirements. In a footnote, the Court called into question the Board's authority to issue a
6 "bright line" four-units-per-acre rule on density. *Id.* at 129-130. This decision does not,
7 however, as stated above, eliminate the City's obligation to comply with the decision in *Hensley*.
8 The City is bound by the judgment in that action, to which it was a party, and which it did not
9 appeal. In addition, the decision in *Viking* did not affect the City's statutory obligation to permit
10 urban densities in urban areas. After *Viking*, the Board has continued to scrutinize permitted
11 densities in urban areas to ensure that they comply with GMA. See e.g., *Abby Road Group v.*
12 *Bonney Lake*, CPSGMHB No. 06-3-0048, Final Decision and Order (May 15, 2006), pp. 23-25
13 (finding densities supported by environmental conditions). Moreover, the City of Woodinville
14 has itself acknowledged in its Comprehensive Plan that four units to the acre and greater are
15 minimum urban densities ("Are urban densities (four units to the acre and greater) being
16 achieved in the Urban Growth Area?" City of Woodinville Comprehensive Plan, Chapter 2,
17 page 7). See also WMC 21.04.080(1)(a), which states that "Developments with densities less
18 than R-4 are allowed only if adequate services can not be provided."

19 The City must also take action consistent with other Board decisions. The Board has held
20 that the requirement for urban densities is separate and independent from the requirement to
21 accommodate the allocated population projection. *Benaroya v. City of Redmond* ("*Benaroya*
22 *II*"), CPSGMHB No. 95-3-0072c (Finding of Compliance, March 13, 1997), p. 6. All residential
23 parcels within UGAs must be designated for appropriate urban densities regardless of whether

1 the population projection is accommodated. *Id.* Accord, Woodinville Comprehensive Plan
2 Policy H-1.4 (“Requiring minimum densities for subdivisions to ensure full land use where
3 urban services are provided.”); WMC 21.04.080 (“Developments with densities less than R-4 are
4 allowed only if adequate services cannot be provided.”)

5 In addition, the Board has explicitly stated that the desire to preserve neighborhood
6 character does not justify densities lower than four units per acre. *Benaroya v. City of Redmond*
7 (*“Benaroya I”*), CPSGMHB Case No. 95-3-0072 (Final Decision and Order, March 25, 1996), p.
8 16, *reversed on other grounds, City of Redmond v. Central Puget Sound Growth Management*
9 *Hearings Board*, 136 Wn.2d 38, 959 P.2d 1091 (1998).¹ In *Benaroya II*, the petitioners argued,
10 among other things, that the city’s comprehensive plan failed to meet the GMA’s urban density
11 mandate because it contained policies requiring that all land use designations be “consistent with
12 the neighborhood’s built densities and development pattern.” *Id.* at pp. 14, 25. The Board
13 agreed with petitioner’s claim, stating:

14 The Board agrees that ensuring the vitality and character of neighborhoods is a
15 legitimate city objective – indeed, it is directed by RCW 36.70A.070(2).
16 However, the requirement to “ensure neighborhood vitality and character” is
neither a mandate, nor an excuse, to freeze neighborhood densities at their pre-
GMA levels.

17 *Id.* at p. 16. The Board concluded that “the Act does not permit a ‘neighborhood veto’, whether
18 *de jure* or *de facto*, and the policies challenged here cannot achieve such an outcome.” *Id.*

19 In sum, the City is bound to interpret its zoning code in a manner consistent with GMA.
20 GMA prohibits the perpetuation of elitist low-density, sprawling, one-acre, estate zoning in the

21 _____
22 ^{1/} This rule is analogous to the rule that community opposition alone cannot justify the denial of, or
23 imposition of unreasonable conditions on, a rezone. See *Sunderland Family Treatment Services v. City of Pasco*,
127 Wn.2d 782, 788, 903 P.2d 986 (1995); *Maranatha Mining, Inc. v. Pierce County*, 59 Wn. App. 795, 804-805,
801 P.2d 985 (1990); *Parkridge v. City of Seattle*, 89 Wn.2d 454, 462, 573 P.2d 359 (1978).

1 area in which the Wood Trails property is located. Instead, GMA requires sustainable, smart
2 growth, efficient, urban densities on the property, regardless of whether these densities are
3 required to meet the City’s population allocation. In addition, GMA does not permit zoning
4 decisions to be made based on the desire to preserve neighborhood character or due to
5 community opposition. Consistent with the mandate of the City’s own zoning code as expressed
6 in WMC 21.04.080(1)(a), there is thus a “demonstrated need” to provide R-4 zoning on the
7 Wood Trails property also in order for the City to meet its legal obligations under the Growth
8 Management Act.

9 **6. CONCLUSION**

10 It would violate the rules of statutory construction to erase the mandate of WMC
11 21.04.080(1)(a), which requires that “Developments with densities less than R-4 are allowed
12 only if adequate services cannot be provided.”

13 Rather, the rules of statutory construction require that this mandate be harmonized with
14 the provision of WMC 21.44.070, which states that rezones should be approved if there is a
15 “demonstrated need for the zoning proposed.”

16 This memorandum amply demonstrates that need. Accordingly, these two zoning code
17 provisions are fully harmonious in this case.

18 R-4 density land use development is in market demand. R-4 density (at a minimum) is
19 necessary in urban areas to accomplish an efficient use of land, to be sustainable, to engage in
20 smart growth, and to comply with the policy dictates of the Growth Management Act. And
21 finally, R-4 density land use is dictated by law – by the City’s own zoning code and
22 comprehensive plan provisions, by the doctrine of collateral estoppel, and by the provisions of
23 the GMA as construed by the Growth Management Hearings Board.

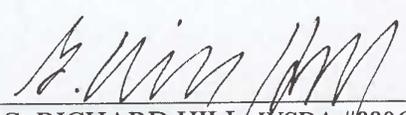
1 Indeed, the facts show that while there is a demonstrated need for R-4 zoning, there is no
2 need for R-1 zoning on these properties. A full 50% of the City's residential land is currently
3 zoned R-1. New construction on R-1 zoned, one-acre estate lots, can cost as much as \$2 million
4 per home, placing it well out of reach of the vast majority of home buyers. Perpetuation of this
5 zoning on undeveloped land entrenches an elitist, two-tier vision of the City, where the wealthy
6 live on large lots in the hills, and those who cannot afford those estate-sized lots are relegated to
7 multi-family structures in the valley. Moreover, perpetuation of this one-acre sprawl violates
8 every key tenet of the GMA and of sound planning generally. It is an inefficient use of land,
9 results in inevitable sprawl, and is hugely unaffordable.

10 Accordingly, the Hearing Examiner is respectfully requested to conclude that the Wood
11 Trails application has demonstrated need for the proposed R-4 zoning, and that the zoning map
12 amendment as well as the proposed subdivision should be approved.

13 DATED: March 14, 2007.

14 Respectfully submitted,

15
16 McCULLOUGH HILL, PS

17 

18 G. RICHARD HILL, WSBA #8806
19 Attorneys for Applicant
20 Phoenix Development

EXHIBIT A



GARDNER
JOHNSON

DATE: Wednesday, March 07, 2007

TO: G. Richard Hill
Attorney at Law
McCullough Hill, PS
701 Fifth Avenue, Suite 7220
Seattle, Washington 98104

FROM: GARDNER JOHNSON LLC

SUBJECT: WOOD TRAILS / MONTEVALLO PRELIMINARY PLAT & REZONE.

GARDNER JOHNSON has been retained by MCCULLOUGH HILL, PS to consider economic and market factors that could influence development patterns within the City of Woodinville, Washington State. The request for such an analysis arises in connection with the proposal of their clients, PHOENIX DEVELOPMENT to develop the Wood Trails¹ and Montevallo² plats. Both projects are considered vested to the codes and regulations in effect on July 8, 2004 and November 23 2004 respectively. In both circumstances, the developer has requested a zoning map amendment to re-designate the properties from an R-1 to R-4 density level. The City has asked Phoenix Development to provide information relevant to the question as to whether there is a “demonstrated need” for R-4 zoned land in the City of Woodinville. As the following discussion discloses, there certainly is, from the economic and market factor perspectives, a “demonstrated need” for such land.

One of the keys to the City’s decision making is the discussion of growth within the City and the City’s “carrying capacity,” i.e. its ability to meet its mandated goals under the auspices of the Comprehensive Plan.

We have reviewed the City’s “carrying capacity” discussion in the Wood Trails and Montevallo Staff Reports (pp. 5-7 and pp. 3-5, respectively). Our observation is that because the City’s methodology is flawed it is incorrect to conclude, as staff does, that the City has sufficient zoning capacity to meet its demand for housing units.

In fact, the analysis conducted by the City in the Staff Report is simply a quick calculation subtracting units constructed between 2001 and 2006 from the 2001 capacity, for example:

¹ Wood Trails Rezone ZMA2004-053 / Preliminary Plat Application PPA2004-054

² Montevallo Rezone ZMA2004-094 / Preliminary Plat Application PPA2004-093



2001 R1 Capacity	158 dwelling units minus
2001-'06 additional R1 units	50 dwelling units
<hr/>	
= Remaining capacity	108 dwelling units remaining capacity

However, the proper methodology for calculating buildable lands must be based on *available* land. The method of calculating based just on the number of units fails to account for the amount of land that was used to get the 50 dwelling units. It is likely, based on the experience of most Washington jurisdictions, that more land was used to develop those fifty units than anticipated in the Buildable Lands Report - this often happens, for example, when critical areas are found to be more extensive than anticipated.

This is particularly important because the City, in its Buildable Lands Report, has two different calculations for each zone- one assuming the minimum density required under code, and one assuming densities based on past development. In the R-4 zone the minimum density is 3 DU per acre and the assumed density is 5.4 DU per acre. The actual capacity in the 2001 Buildable Lands Report³ is a range from 1,417 (minimum density) - 1,947 (assumed density). The City Staff Report portrays only the highest end of the capacity range. If the City instead were to take the low end of the capacity range, based on minimum density, then there will be a perceived shortfall of 452 housing units.

The staff report calculations are incorrect because they are not based on gross and net acreages and land removed from the inventory but rather on assumed capacity. To explain this, they state that 50 units were provided within the past 5-years and arbitrarily suggested that 50 units equals 50 acres on R-1 zoned land. This is not the case. In calculating existing buildable land, one needs to recalculate how much land was actually used to accommodate the additional dwelling units and then recalculate. This is not apparent in the City's analysis.

Thus, even from the perspective of carrying capacity to accommodate the City's Housing Allocation, it is far from clear that the City's current capacity is sufficient. Indeed, it is our view, as discussed more fully below, that there will be considerably greater demand for R4 density single family housing than the City can provide under current zoning.

From an economic perspective, there are also a number of issues that need to be considered when discussions over density changes take place.

1. Pricing Environment

The Woodinville market has seen substantial price escalation over the last several years. Our most recent data suggests that median pricing for single family houses has increased by 46% between 2003 and the end of 2006. The current median list price for single family houses for sale in the area⁴ is \$659,950.

³ http://www.metrokc.gov/budget/buildland/Woodinville_final.pdf
⁴ Zip Code 98072



We are all aware of the affordability issue in the Puget Sound region and, while we do not suggest that this development will provide “affordable” housing options, we believe that housing values associated with R-4 density development on a per unit basis will be meaningfully more affordable than housing that would be developed on 1-unit per acre lots. Examples are developments such as The Hedges and Nolan Woods⁵ where units are selling for well over \$2M on lots close to 1-acre in size, and others such as Norman Court⁶ and Georgian Estates⁷ where prices range from \$500,000 to \$700,000 on lots at approximately 6 units per acre.

It is clear that demand for more “affordable” units is greater than the demand for estate (one lot per acre) housing. In fact, there is a very limited demographic that can afford homes valued at \$2M – the demand for such homes is small, and as a result there is relatively little need for new homes to be developed on such large lots. On the other hand, the demographic that can afford homes in the \$500,000 to \$700,000 range is much greater. The need for such homes is clearly demonstrable – witness that homes in this price range are the *median* valued homes in the Woodinville zip code, and that homes in this price range are rapidly being purchased

2. Development Environment

With the increasing aging of our population, we note that demand for housing on large, one acre lots has been in decline over recent years. According to our demand models, 31% of city residents will be over 55 years of age by 2011. Similarly, younger families with children, who would certainly enjoy one acre lots, simply cannot afford them.

Additionally, we continue to see growth in the Eastside commercial markets that is being driven by companies’ increasing acknowledgement of the fact that commute times are getting worse and it is important to consider employees home locations when considering their most efficient location. As this is the case, adding residential units in Woodinville, closer to the business centers of Bellevue, Redmond and Kirkland is clearly needed. Moreover, denser product (R-4 and greater) will appeal to, and be more likely to be affordable to, families who are still in the workforce. Approximations are that families with gross incomes of \$125,000 per annum could afford a median priced house in the area. To afford a \$2M estate house, their annual income would have to be between \$400,000 and \$500,000⁸

Considering the area on a transactional basis, we note that the Woodinville market has seen an average of just shy of 500 transactions annually amounting to almost 1/7th of its total housing inventory turning over annually. This rapid turnover is indicative of the high demand for single family housing in Woodinville. Whilst we understand that the City believes that it is meeting its allocation of population as cited in the King County Comp

⁵ Both 35,000 square foot lots located on NE 163rd Court and NE 126th Way

⁶ 6,100 Square foot lots – NE 155th Place

⁷ 6,600 square foot lots – NE 135th Court

⁸ Assuming a 20% down payment at a 30 year fixed rate of 6.04%



Plan⁹, economic indicators strongly suggests that regional, and therefore local, growth will exceed this target and that the City will see demand exceeding its supply under current zoning. This is a function of the affordability of estate housing vis-à-vis median priced housing and that the local economy appears to be growing at a rate that exceeds the nation as a whole. The City saw considerable growth in the 1990's with City population increasing by 29.2% in terms of households and 21.7% in terms of absolute population¹⁰.

As is attested to in the staff report¹¹, the City has already issued permits amounting to almost 30% of its quota in the five year period from 2001 to 2006. In addition, to assume that ancillary demand will be more than covered by potential development in the more urbanized areas of the city, i.e. the C.B.D, assumes that there will be a propensity toward multifamily dwelling units. While it is certainly reasonable to expect that there is some demand for multi-family housing in the downtown and tourist sections of the City, the availability of this multi-family housing will not meaningfully reduce the need for more affordable single family housing at R4 densities. Many families, especially those with children, aspire to a single family home but will never be able to afford such a home on an estate-sized lot. Homes on denser lots (R4 and greater) is the market's response to this demonstrated need.

It is our conclusion, then, that market forces will dictate that demand for market rate housing will exceed its supply and that the specific need for R-4 housing in Woodinville will far outpace that of R-1 zoned housing.

⁹ 1,869 new households between 2001 and 2022 Per Comp Plan Technical Appendix D – Growth Targets and the Urban Growth Area

¹⁰ Source: DemographicsNow

¹¹ PPA-2004-054 Table 1 Pp 6



About Gardner Johnson LLC

GARDNER JOHNSON, LLC offers a full range of real estate and economic advisory services, and has extensive experience in a wide range of land uses and development forms. The firm offers a highly qualified staff of professionals, with over fifty years of combined industry experience. The Firm's experience includes land use and regional economics, residential market analysis, commercial and industrial market analysis, periodic economic and market forecasting and financial analysis. Experience includes the following types of projects:

Land Use and Regional Economics

- *Economic Development Plans;*
- *Economic Impact Analysis;*
- *Fiscal Impact Analysis;*
- *Housing Need Assessment;*
- *Public Need Analysis;*
- *Development Fee Incidence Analysis;*
- *Litigation Support/Expert Witness Testimony;*
- *Target Industry Analysis*

Residential Market Analysis

- *Rental Apartments;*
- *Urban mid-rise and high-rise;*
- *Redevelopment;*
- *Mixed-use development programs;*
- *Public policy advisory;*
- *Detached Single Family;*
- *Condominiums/Townhomes;*

- *Retirement Communities;*
- *Master Planned Communities; and*
- *Public-private partnerships;*

Periodic Economic and Market Forecasting

Commercial/Industrial Market Analysis

- *Speculative Office Space;*
- *Retail Shopping Centers;*
- *Business Parks, Including Flex Space;*
- *Hotel/Motel & Conference Center*

Financial Analysis

- *Financial Feasibility Analysis;*
- *Tax Credit Underwriting;*
- *Residual Land Value Analysis;*
- *Highest and Best Use Analysis; and*
- *Least Cost Location Analysis.*

Strategic Planning

Fiscal & Economic Impact Analysis

The Firm has been actively involved in the development of many of the largest and most complex developments in the Pacific Northwest, and is regularly retained by the region's most prominent developers to complete market and financial feasibility studies in the Northwest. In addition, we work for many of the region's lenders on a retainer basis to monitor local real estate markets.

GARDNER JOHNSON has extensive experience forecasting land needs for jurisdictions as well as private-sector clients. The Firm has developed a series of proprietary models that allow for land demand forecasts to reflect market realities. These are used for land use forecasting, as well as for short-term forecasting by our institutional and banking clients. Our models are dynamic, and allow for variation in the profile of growth and development activity as a result of policy inputs and inter-regional shifts.



The Firm serves a diverse mix of clients, including government and public agencies, corporations, developers, institutional investors, financial institutions and non-profit organizations. The diversity of our client base has allowed us to approach the development process from a wide range of perspectives. As a result, we have developed a comprehensive understanding of the factors necessary to encourage, facilitate, and direct the development process in support of public policy objectives. We have been among the leading consultants to private sector developers in the region, are viewed as the primary source of real estate market evaluation by the area's largest commercial lenders. GARDNER JOHNSON regularly melds public policy with market and financial realities, producing accurate, reliable and realistic advice.

Our hallmark as action-oriented professionals is to provide our clients with clear and definitive recommendations that can be readily implemented. Our recommendations are driven by, and based upon, grounded creativity regarding market, economic, physical, and political realities that influence a given real estate asset, portfolio, or geographic sphere.

About Matthew Gardner

Mr. Gardner's career started as a Land Agent for Cluttons, an international firm of Chartered Surveyors where he advised clients such as the British Royal family and the Church of England in their real estate matters. As a Principal of GARDNER JOHNSON, Mr. Gardner specializes in residential and commercial analysis, and is particularly passionate about urban housing needs. Mr. Gardner is a regular speaker on the regional economy as it pertains to real estate and economic matters.

PROFESSIONAL AFFILIATIONS

Washington State University Center for Real Estate Research – Trustee
Building Industry Association of Washington – Director
Urban Land Institute – Technical Assistance Panel Member
Pacific Real Estate Institute – Member
National Association of Business Economists - Member



LIST OF SELECTED CLIENTS

Private Sector

Albertsons, Inc.
Amstar Properties, Ltd.
Archstone Smith Trust
Associated General Contractors
Associated Grocers
Avalon Bay Real Estate Investment Trust
B.C.R.A.
Bank of America
Bank of the West
Bank of Tennessee
Bank United
Beacon Capital Partners
BRE Properties
Camwest Development
Capital Realty
Capstone Homes
Carmel Partners
Cascadia Development Corporation
Catapult Community Developers
Centex Homes
Chaffey Corporation, The
Citation Inc.
Coldwell Banker Bain
Collins Woerman
CBB - Builder Resource Group
Concord Group, The
Cressey Development Corporation
D.A.S.H.
Del Webb Corporation
DUC Housing Partnership
Equity Residential
Essex Property Trust
Fairfield Residential
Fortune Group, The
First Horizon Construction Lending
GE Capital Corp.
General Motors
Glacier Fish Company
Harbor Properties
Hudson Advisors
ING Clarion
Insite Group, The
Integral Northwest
Intracorp
Intrawest Corporation
Jenamar Communities
John F. Buchan Homes

Jones Lang LaSalle
J.P.I
J P Morgan
Justen Company, The
Keller CMS
Key Bank of Washington
Kimco Realty Corporation
LaSalle Investments
Legacy Partners
Lorig Development
Lowe Enterprises Northwest
Madison Homes
Marcus & Millichap
Master Builders Association
Meridian Group of Companies
M.J.R. Development
Milliken Development
Multi-Capital
Nike, Inc.
Nitze Stagen & Co. Inc.
Opus Northwest
Pacific Real Estate Institute
Pacland
Paul G Allen Charitable Foundation
Polygon Northwest
Portland Development Commission
Quadrant
R.C. Hedreen Co.
Ryness Company
Samis Land Co.
Schnitzer Northwest
Seattle Mariners, The
Seattle Seahawks, The
Seattle Art Museum
Security Properties
Segale Business Parks
Shea Homes
Simpson Housing Partnership
S.R.M. Development
Stafford Homes
Tarragon Development
Trammell Crow
Trammell Crow Residential
Trendwest Resorts
Triad Development
Triad Engineers
TriMet Development

The Trust for Public Lands (TPL)
United Properties, Vancouver B.C.
US Bancorp
Unico
United Dominion Realty Trust
Urban Visions
Vulcan Real Estate Inc.
Wal-Mart
Wasatch Property Management
Washington Mutual Bank
Wells Fargo Bank
Weyerhaeuser Real Estate Company
Windermere Real Estate
Windermere Builder Services
WRECO Land Management
Yarrow Bay Development

Public Sector

Bellevue Community College
City of Auburn, WA
City of Bellevue, WA
City of Bremerton, WA
City of Hillsboro, OR
City of LaGrande, OR
City of Marysville, WA
City of North Plains, OR
City of Portland, OR
City of Redmond, WA
City of Seattle, WA
City of Tukwila, WA
City of Vancouver, WA
Clackamas County, OR
Clark County Housing Department
Downtown Seattle Association (DSA)
Housing Authority of Portland
HUD
King County (D.D.E.S)
King County Housing Authority
Metropolitan Service District
Multnomah County, OR
Oregon Department of Transportation
Port of Hood River
Port of Portland
Port of Seattle
Port of Tillamook Bay
Portland Development Commission
United States Federal Government

EXHIBIT B

Michael J. McCormick FAICP

Planning Consulting Services • Growth Management • Intergovernmental Relations

March 12, 2007

To: G. Richard Hill
Attorney at Law
McCullough Hill, PS
701 Fifth Avenue, Suite 7220
Seattle, Washington 98104

From: Michael J. McCormick

Subject: Woodinville Residential Density Considerations

You have asked me to examine the planning considerations supporting higher residential densities requested by your clients in their applications to the City of Woodinville for the Wood Trails and Montevallo plats. The Woodinville Comprehensive Plan designates the area containing both proposals at Low Density Residential and provides for a density up to 4 dwelling units per acre.¹ The City staff have recommended approval of the requests to rezone these two areas from R-1 to R-4.² This memorandum will identify and summarize some reasons why approval of these requests supports good public policy and planning principles for the City of Woodinville.

Planning Context

The Washington State Growth Management Act (GMA) was originally enacted in 1990 and 1991. The GMA required certain counties, and the cities within them, to undertake a new comprehensive planning program. King County and all the cities within are required to plan under the GMA. Some of the key planning elements under the GMA are the establishment of 13 (now 14) goals to be achieved through a set of requirements which called for, among other things, counties, and their cities, to plan to accommodate future growth; counties to designate Urban Growth Areas (UGA's) where future urban growth was to be concentrated; the development of Countywide Planning Policies (and Multiple Countywide Planning Policies within the four-county central Puget Sound

¹ City of Woodinville Comprehensive Plan (December 2002), Chapter 3, Page 7.

² City of Woodinville Staff Report To The Hearing Examiner For Wood Trails Rezone ZMA2004-053 And Preliminary Plat Application PPA2004-054 (February 23, 2007) and City of Woodinville Staff Report To The Hearing Examiner For Montevallo Rezone ZMA2004-094 And Preliminary Plat Application PPA2004-093.

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mike.mccormick@comcast.net

area) to guide local planning; and, requirements for local comprehensive plans and their implementing development regulations to be consistent.³

The GMA originally included 13 goals to guide the development of local comprehensive plans and implementing development regulations. The 13 goals discourage sprawling development, encourage development in urban areas with adequate public facilities, encourage economic development throughout the state consistent with comprehensive plans, encourage efficient multimodal transportation systems, provide for the protection of property rights, and require that adequate public facilities and services necessary to support development be available when new development occurs. Many of these planning goals directly relate to specific planning requirements in the act.⁴ The City of Woodinville's Comprehensive Plan, Zoning Designations and Development Regulations were developed within this framework.

Accommodating Future Growth

The Washington State Office of Financial Management periodically issues a range of future population growth that each county and its cities must plan to accommodate in the next 20 years. Within the central Puget Sound region⁵, this allocation is made by the individual counties, in consultation with their cities, but under the umbrella of a set of multicounty planning policies which were developed and adopted by the Puget Sound Regional Council (PSRC) as VISION 2020.

PSRC is currently updating VISION 2020, extending it to the year 2040. As part of this process, the multicounty planning policies are being updated, and a preferred growth alternative created.⁶ Both of these items are to be acted on by PSRC's Executive Board this month.

The preferred growth alternative is best compared to current population targets extended to the year 2040. This adds the 18 year period between 2022 (which is the current target horizon) and 2040. The preferred growth alternative diverges from current plans in the following ways: it assigns more growth to the most urbanized areas (Seattle, Tacoma, Everett, Bellevue, Bremerton), then to the other 14 cities with regional growth centers, and then to the 13 largest suburban cities in the region that do not currently have regional growth centers. Woodinville is identified as one of these

³ See RCW 36.70A. An excellent overview can be found on the Washington State Department of Community Development's Growth Management Services web site at <http://www.cted.wa.gov/site/375/default.aspx>.

⁴ In 1995, a 14th goal on shoreline management was added to the GMA.

⁵ This includes King, Kitsap, Pierce and Snohomish Counties.

⁶ See, respectively, VISION Update; Draft Revised Multicounty Planning Policies (Growth Management Policy Board, February 1, 2007); and, VISION 2020 Update; Recommended Preferred Alternative for a Regional Growth Strategy (Adopted by the Growth Management Policy Board on February 8, 2007).

C. Richard Hill
March 12, 2007
Page 3

new "Larger Suburban Cities." The preferred growth alternative assigns 30,000 more population⁷ than what is shown in current plans extended to 2040 to this class of cities, but does not distribute specific amounts to any individual city. This will be done subsequently and ultimately incorporated into the King County Countywide Planning Policies.⁸

It is reasonable to assume that Woodinville, as one of the 13 new Larger Suburban Cities will be required to take some share of the 30,000 additional population above what might be expected by just extending the current growth trends. This will place additional pressure on Woodinville to accommodate additional growth. While the current plan, and recent land capacity analysis, suggest the City can meet its current responsibilities, a new significant addition will be problematic.⁹ In this light, it would be smart, and from a planning perspective desirable, for the City to conserve what existing residential lands are available to help meet this anticipated future need. One way to do this is to increase existing density as with the approval of these two proposed plats.

Urban Density Issues

Encouraging increased urban densities is a key element of the GMA and for all sound planning efforts to reduce sprawl, preserve rural and resource lands and protect water and air quality. The GMA requires "urban densities" to be located inside the UGA and prohibits them outside. But the GMA does not establish a specific numerical limit to what is urban and what isn't.¹⁰ The State has provided some helpful guidance. The Washington State Department of Community, Trade, and Economic Development published a series of technical assistance documents during the initial years of the GMA. One of these documents covered urban growth area designation and densities. THE ART AND SCIENCE OF DESIGNATING URBAN GOWTH AREAS, PART II contains a thorough discussion of the implications of setting densities and presents a number of examples and arguments which argue for urban densities being set based on a number of factors.¹¹ This document contains an abundance of examples from within Washington state and outside on the need for and benefit of setting higher residential densities. Typical single family detached housing developments are found at a much higher density than we are discussing here. Absent some

⁷ Within the PSRC region, target allocations are made for both population and employment. The discussion here is limited to the population component only. While important, the employment allocation does not directly translate to housing.

⁸ See King County Countywide Planning Policies (Updated July 2006)

⁹ King County (and its cities) are one of six counties required to periodically review their available land supply. This Buildable Lands Requirement (RCW 36.70A.215) led to the issuance of the King County Buildable Lands Evaluation Report 2002 (September 2002) in which Woodinville's current supply of available land was reported to meet the current requirements with a surplus capacity for 798 additional people.

¹⁰ See RCW 36.70A.030(18). For a more detailed discussion of UGA designation criteria and density see the publication in Note 10, below.

¹¹ THE ART AND SCIENCE OF DESIGNATING URBAN GROWTH AREAS, PART II, Some Suggestions for Criteria and Densities, (March 1992), Washington State Department of Community Development Growth Management Division.

recognized environmental constraint, appropriate new planned urban densities are more in the range of five to eight units per acre. It is not uncommon to find popular, well designed new single family development at densities up to 12 units per acre.¹² There continues to be a generally feeling within the planning community that, while not officially established, four units per acre continues to be a “safe” place to start for acceptable urban densities under the GMA. A recent analysis looked at of the central Puget Sound area cities (King, Kitsap, Pierce and Snohomish Counties) compared the percent of single family land area designated above and below four units per acre. More than half of all cities have more than 90% of their single family zoning above four units per acre. In fact only seven of the 47 cities examined had a lower percentage of density above four units per acre lower than Woodinville (Normandy Park, Woodway, Brier, Bainbridge Island, Clyde Hill, Hunts Point and Medina).¹³

The absence of a numerical urban density definition created considerable uncertainty, angst and proved problematic for a number of local jurisdictions. The first attempt at clear guidance came from a decision of the Central Puget Sound Washington Growth Management Hearings Board¹⁴ which established 4 dwelling units per acre as the minimum density for “urban development” under the GMA.¹⁵ This became an evolving and generally accepted standard until a 2005 decision of the Washington State Supreme Court that the hearings boards did not have the authority to set a “bright line” minimum urban density.¹⁶

However, the issue remains and it is clear that areas designated with relatively less dense designations within UGA’s will continue to generate pressure both political and economic. Woodinville has had its own experience where the Central Puget Sound Growth Management Hearings Board sent a clear warning. Specifically the hearings board said:

Simply stated, Woodinville may not engender or perpetuate a near-term land use pattern (one-acre lots) that will effectively thwart long-term (beyond the twenty-year planning horizon) urban development within its boundaries. *See Robison v. Bainbridge Island*, CPSGMHB Case No. 94-3-0025, Final Decision and Order (May 3, 1995), at 30. Also, encouraging a pattern of new one-acre lots constitutes sprawl. *See Bremerton v. Kitsap County*, CPSGMHB Case No. 95-3-0039, Final Decision and Order (Oct. 6, 1995), at 49.¹⁷

¹² See *The Right Size Home: Housing Innovation in Washington*, (undated), The Housing Partnership.

¹³ Joseph W. Tovar, FAICP, *Appropriate Urban Densities in the Central Puget Sound Region: Local Plans, Regional Visions, and the Growth Management Act*, (November 4, 2005).

¹⁴ The GMA established three Growth Management Hearings Boards to hear appeals of local comprehensive plans and development regulations. Generally see RCW 36.70A.250 through .290.

¹⁵ *Bremerton v. Kitsap County*, Cent. Puget Sound Growth Mgmt. Hearings Bd., No. 95-3-0039.

¹⁶ *Viking Properties v. Holm*, 155 Wn.2d 112 (2005).

¹⁷ *Hensley v. City of Woodinville*, Cent. Puget Sound Growth Mgmt. Hearings Bd., No. 96-3-0031.

Lower densities (such as R-1) inside UGAs work against progress in meeting the goals of the GMA and remain vulnerable to challenges brought outside the scope of "Viking". Increasing densities can help support the development and continuation of transit service. A locally developed threshold for transit supporting densities has been articulated at 7 to 8 dwelling units per acre.¹⁸ Similarly, increased densities are more likely to attract families with children which would be attractive to the Northshore School District in the face of decreasing enrollments.¹⁹ Efficient use of existing capital facilities is another important principle helped by increasing density without straining capacity, as is the case here.

Other Important Considerations

Beyond the specific goals and requirements of the GMA lie additional principles worthy of consideration.

The Washington Association of Realtors (WAR) has undertaken an ambitious program to increase housing opportunities in this state. To support this effort, WAR is tracking, among others, the performance of all cities within the central Puget Sound region. A portion of their work is seeking to find out the degree to which individual jurisdictions are, first, planning for sufficient acreages of appropriately planned residential densities and, second and perhaps more important, the degree to which these same jurisdictions are meeting their housing numbers targets.²⁰

The first of these is the concept of "sustainability". The City is currently undertaking the development of such a policy. A well established definition of sustainable development is: "development which meets the needs of the present without compromising the ability of future generations to meet their own needs."²¹ The idea that we must decrease our consumption, including our consumption of land, is a strong element championed around the globe. Decreasing the size of residential development lots is a relatively painless way to contribute to sustainable efforts.

Within the U.S. the idea of a "New Urbanism" has emerged to promote walkable, neighborhood-based development as an alternative to sprawl. The principles of New Urbanism include higher densities "for ease of walking, to enable a more efficient use of services and resources, and to create a more convenient, enjoyable place to live."²²

¹⁸ THE ART AND SCIENCE OF DESIGNATING URBAN GROWTH AREAS, PART II, Some Suggestions for Criteria and Densities, (March 1992), Washington State Department of Community Development Growth Management Division; p. 16.

¹⁹ City of Woodinville Staff Report To The Hearing Examiner For Montevallo Rezone ZMA2004-094 And Preliminary Plat Application PPA2004-093, p. 22.

²⁰ See <http://www.warealtor.com/firstpage2.asp> and follow the link to Washington Realtors Make Homes a Priority.

²¹ UK Govt Sustainable Development found at <http://www.sustainabledevelopment.gov.uk/what/index.htm>

²² Found at <http://www.newurbanism.org/newurbanism/principles.html>

Smart Growth is another contemporary term which we hear often in the discussion about growth, density and housing. The U.S. Environmental Protection Agency has established a significant program around the "Smart Growth" term to support "communities grow in ways that expand economic opportunity, protect public health and the environment, and create and enhance the places that people love."²³ The Growth Management Program has issued a series of discussion papers to "start discussions for possible solutions for some key growth and quality of life issues." Discussion Paper No. 1 (of 12) is on Housing. A specific land use strategy included in the paper is to use smaller residential lots for detached housing.²⁴

Within the planning community starting at the individual community level in Washington state, across the country and, indeed, throughout the world, planners find a number of compelling reasons to promote and encourage increased residential densities. I have highlighted a number here which I feel are particularly applicable to the current requests being made by your clients to the City of Woodinville. This presents a great opportunity for the City to approve the two projects and make a small step toward achieving the goals of the Growth Management Act and support the other positive outcomes we all want.

In conclusion, from my perspective as a planner with over thirty-five years experience in Washington State dealing with local planning and growth management related issues, approving the proposed rezones from R-1 to R-4 will result in a desirable planning outcome and is consistent with sound planning principles. Retaining the R-1 designation on these properties, in the absence of significant environmental constraints, is inconsistent with sound planning principles, and with the policies of the Growth Management Act to encourage urban densities within urban growth areas and to reduce sprawl.

²³ See <http://www.epa.gov/smartgrowth/index.htm>.

²⁴ Smart Growth Discussion Paper No. 1 of 12: Housing, Washington State Community, Trade and Economic Development, (undated).



Bio for Michael J. McCormick, FAICP

Mike McCormick is currently a planning consultant located in Olympia, Washington specializing in growth management, planning and intergovernmental relations.

Prior to establishing his consulting firm in 1994, Mike culminated a 25-year career with the Washington State Department of Community Development as Assistant Director for Growth Management. He was actively involved in the creation of the Washington State Growth Management Act in 1990 and, subsequent to the enactment, directed the state's role in implementing the act for three years. In 1991, he received the Governor's Distinguished Management Leadership Award.

Mike has practiced planning in Washington state for more than 35 years, many of those years working at the state level to assist local governments meet a variety of unique planning and financial challenges. He remains active with the Washington Chapter of the American Planning Association's legislative efforts to build and support good planning in Washington State.

In 1999, he was elected to the first class of Fellows of the American Institute of Certified Planners for his contribution to the planning profession. He has been the recipient of the Washington Chapter of APA's Myer Wolfe Award for Professional Achievement and the President's Award for Distinguished Service.

Mike has a Bachelors of Arts in Geography from Fresno State College and a Masters of City Planning from the University of California, Berkeley.

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Olympia, WA 98501
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mike.mccormick@comcast.net

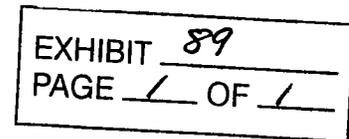
Jeffrey L. Cox, ASLA

Vice President

Director, Landscape Architecture & Site Planning

Professional Specialties

Residential Community Design
Landscape Architecture
Land Planning & Site Development Design
Project Management
Recreation/Park Design



Project Experience

Talus, Master Planned Residential Community, Issaquah, WA
Campus Park Residential Master Plan, Snohomish County
Center Point Corporate Park, Kent, WA
Harbour Pointe Section 20 Recreation Community, Mukilteo, WA
Kirkland Bungalows, Kirkland, WA
Shamrock Heights LID Demonstration Residential Community, Renton, WA
Danielson Grove, Cottage Community, Kirkland, WA
Conover Commons, Cottage Community, Redmond, WA
Highlands at Newcastle Neighborhood Parks, Newcastle, WA
Pinnacle @ Sonata Townhomes, Bothell, WA
Beaver Crest Park Planning, King County, WA
Woods Creek Boulevard Landscape Design, Monroe, WA
Skagit Highlands Planned Residential Community, Mt. Vernon, WA
Woodbridge at Evans Creek, Redmond, WA

Education

Bachelor of Science in Landscape Architecture, University of Oregon
Techniques in Traditional Neighborhood, Urban Land Institute
Wetland Restoration and Creation, University of Washington

Employment History

Triad Associates - 15 years
Industry Experience - 23 years

Professional Registration and Affiliations

American Society of Landscape Architects
Registered Landscape Architect, WA and CA
Planning Association of Washington

TRIAD

Raymond A. Coglas, M.S., P.E.

Principal



Background:

Mr. Coglas has 14 years of experience in the geotechnical engineering field. His project experience includes: deep foundation designs, shored excavations, and site seismic response analyses. Prior to joining Earth Solutions NW, Mr. Coglas was acting manager of Earth Consultants Inc.'s geotechnical services division. His responsibilities included oversight of the geotechnical division, project coordination, design review, and management of soils laboratory analysis and QA/QC.

Education:

M.S., Geotechnical Engineering, Oregon State University - 1998
B.S., Building Construction, University of Washington - 1991

Registration:

Professional Engineer, State of Washington

Professional Affiliations:

Member - American Society of Civil Engineers
Member - American Council of Engineering Companies

Employment History:

2005 - Present	Earth Solutions NW, LLC - Principal
2003 - 2004	Earth Consultants, Inc. - Manager of Geotechnical Services
2001 - 2002	Earth Consultants, Inc. - Project Manager
1999 - 2001	Earth Consultants, Inc. - Project Engineer
1995 - 1999	Earth Consultants, Inc. - Staff Engineer
1994 - 1995	Foundation Engineering, Inc., Corvallis, Oregon - Lab and Field Technician
1991 - 1994	Earth Consultants, Inc. - Field Technician

Related Project Experience:

INS, Dept. of Homeland Security

Tukwila, Washington

Four-story Office Building with three levels of underground parking. Geotechnical services included subsurface exploration, pile foundation design, retaining wall designs, and slope stability analyses. Construction monitoring services provided during the pile installation and retaining wall construction.

1540 Eastlake - Mixed Use

Seattle, Washington

Multi-story mixed use development with underground parking and shored excavations. Provided geotechnical consulting and construction monitoring services.

Zymogenetics Expansion

Seattle, Washington

Four-story Office and Laboratory Facility. Primary geotechnical challenges included a temporary shoring design for a 30-foot excavation below the Interstate 5 viaduct. Slope stability analyses and field monitoring of slope movements were provided.

Villagio, 85th and Greenwood

Seattle, Washington

Multi-story mixed use development with underground parking and shored excavations. Provided geotechnical consulting and construction monitoring services. Monitored adjacent buildings.

ORIGINAL

RESOLUTION NO. 93

A RESOLUTION OF THE CITY OF WOODINVILLE, WASHINGTON, RECOGNIZING THE NATURAL SLOPE BARRIER BETWEEN THE NORTH INDUSTRIAL NEIGHBORHOOD AND THE ADJOINING RESIDENTIAL DESIGNATED AREA TO THE EAST.

WHEREAS, the City encourages maintaining the integrity of residential neighborhoods; and

WHEREAS, residential areas should be buffered from industrial areas; and

WHEREAS, steep slopes provide a natural boundary and buffer between adjoining land uses; now, therefore,

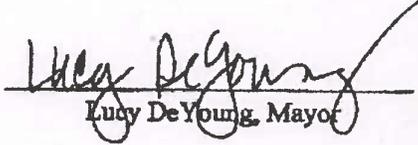
**THE CITY COUNCIL OF THE CITY OF WOODINVILLE, WASHINGTON
RESOLVES AS FOLLOWS:**

Section 1. The boundary between the north Woodinville industrial area and the adjoining residential zoning to the east shall be bounded by the 300 foot contour line, except that it shall be the eastern boundary of the Huse property (tax parcel #032605-9038-09) extending from the southern boundary of the Huse property north to the county line.

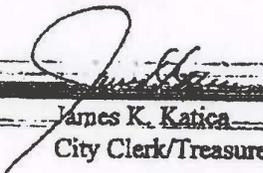
Section 2. No new industrial designation shall be allowed east of the boundary described in Section 1, above, and a low density residential designation shall be retained between said boundary and 148th Avenue NE, extended, due to the steep slope sensitive area located adjacent to and west of said street.

Section 3. This policy is to be followed in the implementation of the Interim Comprehensive Plan and the Comprehensive Plan currently being developed to comply with the Washington State Growth Management Act.

ADOPTED BY THE CITY COUNCIL AND SIGNED IN AUTHENTICATION OF ITS
PASSAGE THIS 13th DAY OF MARCH, 1995.


Lucy DeYoung, Mayor

ATTEST:


James K. Katica
City Clerk/Treasurer

Mr. Meneghini advised the Hearing Examiner could work from the record or reopen the public hearing and take new information. Mayor DeYoung said the Council wanted to reopen the public hearing and take new information.

Vote: All voted in favor of the amendment and the amendment passed (5-0).

Vote: All voted in favor of the motion as amended, and the motion passed (5-0).

(b) Resolution establishing steep slopes as natural boundaries

Councilmember Brocha moved to adopt Resolution 93, a resolution of the City of Woodinville, Washington, recognizing the natural slope barrier between the North Industrial Neighborhood and the adjoining residential designated area to the east. Deputy Mayor Miller seconded the motion.

To a request for additional comments from Councilmember Jessup who was not at the last Study Session, Deputy Mayor Miller, Mayor DeYoung, and Councilmember Brocha commented on the natural boundary provided by the steep slope.

Mr. Sturtz commented the Resolution assisted the staff in interpreting the policies referenced in the staff report.

Vote: All voted in favor of the motion except Councilmember Engel, and the motion passed (4-1).

(c) Approve City Council Regular Meeting Minutes of February 27, 1995

Councilmember Jessup asked for a correction on page 862 of the minutes, third paragraph, which showed him making and seconding the motion.

A review of the meeting tape determined Councilmember Brocha moved to amend the motion and Councilmember Jessup seconded the amendment.

10. CITY MANAGER'S REPORT - None

11. PUBLIC COMMENTS - None

12. REPORTS OF COUNCILMEMBERS

Deputy Mayor Miller commented the adoption of the Interim Design Principles set the tone for Woodinville and made the area more aesthetically pleasing.

Councilmember Engel announced the Kiwanis were having a Slough Cleanup on Saturday and help was needed.

I move to adopt Resolution 93 a resolution of the city of Woodinville, Washington recognizing the natural growth area between North industrial neighborhood and the adjoining residential designated area ___.

It has been moved ___ adopt Resolution 93.

Mr. ___?

As you recall from the last study session I proposed this resolution be applied to satisfy some concerns about I guess for lack of a better term '**creeping industrialization**' from the North Woodinville industrial area to the residential areas to the East ___ **very steep slope that provides a natural barrier** for uh, for the zoning and I wanted to codify that or **put it in strong language in this resolution**. We heard from several of the residents of that area that they were concerned with what would happen on the steep slope itself whether it was not necessarily industrial but could go to multifamily. Looking at our zoning code we have several policies and comprehensive plans that Gregg has pulled out and is in this memorandum here that describes, uh **recognizes that those are steep slopes and that the, uh the zoning would not be appropriate for the types of uses that residents are concerned with** so the modified language ___ see in the resolution here. Once again ___ **try to uh put in as strong language as possible our intention as far as steep slopes and the boundary between the industrial and and the residential area.**

Do you have any questions or comments Mr. Jessup?

I actually would like to ask other council members if they have any other further comments on this as I was not in attendance at the last study session and relied upon my study ___ and minutes of the last meeting if there are any other comments that the other council members would like to ___.

Mr. Miller?

I think this puts in one of the main things ___ review commission reviewing several of the cases and I don't think I have ever seen them reviewed and left out which is putting in natural boundaries and significant natural boundaries like this do lend themselves well to the separation of uses, the steep slope um is just a good boundary, it's natural and it makes common sense.

? My comment would be I agree very much, if you look up there at the map what you really see is, you see roads and development and then you see this yellow space with nothing in it, and that really is the steep slope boundary and as we know from our discussions that the lower part of some that property is not as steep and I think that it makes a lot more sense to set the demarcation between the industrial and the residential at a steep slope rather than by property lines which I think is a more artificial means of doing it, and I think, so I think that what that does is it provides a natural barrier since our roads, we can't go more than a 15%, that the likelihood of roads going through a steep slope are minimal and costly, so what it does is that that provides a natural breakline

between the industrial and the residential. Not to say that those people can't develop that property R1 which is what it's zoned if they so choose and make it residential but what it does is it creates, it sets us on record as saying where we see the natural barrier being.

If I may?

Mr. ___?

If I may respond to Mr. Jessup's question and also to speak somewhat for Mr. ___ as he is not here tonight, he expressed some concern about setting, uh um setting specific zoning say in a residential designation in this language and once again Mr. ___? has done a very good job of providing language that talks about low density residential designations and recognizing that because of the steep slope that is the appropriate designation for this, and so while it doesn't set any specific zoning it does address the concerns that were raised and does tie that very much to our comprehensive plan and I don't know Gregg if you have any additional comments to make on that or not.

No, other than to add that this helps the staff ___ interpret ___ policies and procedures ___ memo ___ and again working to maximize ___ clearly defines ___ and I think back that during incorporation ___ understood there would be moments like this in our near history ___ council specific direction and help define specific terms.

Mr. Jessup?

Anybody else?

All in favor of the Resolution signify by saying 'Aye'

'Aye'.

Opposed?

No.

Resolution 93 is ___ 5 to 1 with ___ single ___ voting against it.

dhenrynase Henry

From: "dhenrynase Henry" <dhenrynase@msn.com>
To: <steve.bottheim@metrokc.gov>
Cc: "Fred Green" <Fred@GreenFinancial.com>
Sent: Friday, March 03, 2006 3:25 PM
Subject: matters regarding the CAO

Steve:

I am one of the Board/Committee members of the CNW (Concerned Neighbors of Wellington) in Woodinville. In 1995 the City of Woodinville adopted Resolution 93, approved by city council, and signed by the mayor at that time, Lucy De Young. The purpose was to recognize a critical or environmentally sensitive area. It was called the Huse property, (tax parcel #032605-9038-09). Resolution 93 describes in great detail, describing steep slopes, the sensitive area regarding Erosion Hazards. The audio tapes of that council meeting, in 1995 have been professionally transcribed into text. The audio version, again goes into great detail, offering much conversation on the environmentally sensitive nature of the property. It also address the need to preserve the existing integrity of the R-1 and serve as a buffer between a light industrial complex and the rural neighborhood. The buffer encompasses approximately 90 acres.

ISSUES AT HAND;

The City of Woodinville is currently guiding a developer through the DEIS process

The citizens believe they don't have the authority to even accept a request for permit to develop the property that is addressed in Resolution 93

It has also been discovered that the City of Woodinville did not report the (CLOUD) that exists with the land title, as a result of Resolution 93, and was not reported to the King County Assessors Office.

It has also been discovered the King County Parcel Report (0326059038) shows
EROSION HAZARDS
 in the Environmental area section

Does Resolution and have legal standing?

Can the Woodinville citizens file and injunction against the City of Woodinville to stop this project?

The current DEIS up for review is blatantly deficient, lacks attention to address Environmental Issues, and omits addressing the rules and regulations of Department of Development and environmental services

Topics of; Steep Slope Hazard Areas---Vegetation Removal---Trimming--Trimming

3/3/2006

Restrictions---

Presumption of Salmonids---Sensitive Area and Buffer Modifications---have all been diminished in this DEIS and have been labeled (insignificant or not addressed)

Other areas of concern in the DEIS are, no specifics on the following King County Critical Areas Code;

Specific Codes that renders this DEIS non compliant are;;;

21A.24.100 Critical area review----21A.24.110 Critical rear report----21A.24.125

Avoiding impacts to

critical areas----21A.24.170 Notice of critical areas----Critical area tracts and designations on site plans----

21A.24.220 Erosion hazard areas-development standards and alterations----21A.24.230

Flood hazard areas

21A.24.280 Landslide hazard areas----21A.24.290 Seismic hazard areas----21A.24.310

Steep slope hazard

areas----21A.24.318 through 21a.24.342 Wetlands----21A.24.382 through 21A.24.388

Wildlife habitat----

21A.24.520 Buffer modifications

Please advise as to our position;

Dave Henry,
CNW Board Member
425-483-1712
Cell phone 206-940-1203
Fax425-398-9004

3/3/2006

EXHIBIT 93
PAGE 1 OF 1



Exhibit 94

Documents Submitted by Robert Harmon

291 pages

Available for review at City of Woodinville's Development Services's counter

*Original
Sandy G 3/21/07*

Public hearing 3/14/2007 7PM

EXHIBIT 95
PAGE 1 OF 1

Good evening! City councils,
Good evening! Dear neighbors.

My name is Jonathan Yang, I am a homeowner at Wellington Hills.
15127 NE 198TH ST
Woodinville, WA 98072

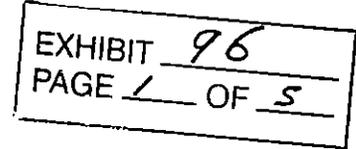
1. R-1 on the slope (Wood trail) is justified, because it is a natural buffer between residential zone and industrial zone. The abuse of this natural buffer will negatively impact the character, the life quality, the value a large area of existing R-1 residences in Woodinville.
2. R-1 on the slope (Wood trail) is justified, because it is a steep slope which should not be allowed to build high density houses.
3. Wellington hills are not the right place to build high density houses. It is relatively far from major freeways such as I-5 and I-405, far from any business parks which are big job providers. From aerial map, it is easy to find more reasonable places in Sammamish Valley, Avandale Road, etc, for high density building. To allow high density houses in Wellington hills is a bad planning, if any careful planning is ever done.
4. There is a mathematical model call queue theory. It tells a fact which applies to almost everywhere in engineering: when usage rate is close to 100%, the waiting time will be close to infinity. The waiting time means delay, means unpredictability. The queue theory applies to the traffic jam on Woodinville-Duvall road. The capacity upgrade of Woodinville-Duvall road is a much higher priority in city planning than the rezoning of any existing R-1 zone.
5. The houses with septic tank are self-sufficient units. If homeowners are forced to hook to public sewage which is not needed at all, it is a waste of investment, it is a wasted of money on service charge. It is a waste of resource.
6. We want to continue with current life quality. We do not want our home area to be squeezed with a bedroom houses. We want to see Woodinville continue to be a unique, an attractive, a proud place in many many years to come.
7. Like an architect professional (from Kenmore) mentioned a few days ago in city hall, Woodinville people and city council need to think about this issue at first: what kind of city will Woodinville become, what is the future plan? The whole point is, plan first, action the second. Rather than, action first, plan the second.
8. The City of Woodinville, its economy is good, and average household income is pretty high. However, the downtown area does not look as appealing as it could be. If R-1 zone is turned into bed-room residences, I can not imagine how Woodinville can be an attractive place to stay. I believe your time, our time can be spent more wise more efficiently on more critical issues of the City of Woodinville. R-1 to R-4 is not the solution, definitely not the solution.

Thank you.

By Jonathan Yang
Home owner at
15127 NE 198TH ST
Woodinville, WA 98072

Frederick C. Motteler
19616 156th Ave NE
Woodinville, WA 98072
March 14, 2007

Hearing Examiner
City of Woodinville
17301 133rd Ave NE
Woodinville, WA 98072



RE: WoodTrails Rezone and Preliminary Plat
ZMA2004-053 and PPA2004-054

Montevallo Rezone & Preliminary Plat
ZMA2004-094 and PPA2004-093

Dear Sir:

The final EIS for the WoodTrails and Montevallo projects does not adequately address the long term and cumulative traffic impacts of these projects on the surrounding neighborhood. This is by far the most significant omission from the final EIS.

Incorrect and out of date traffic studies

For example, the traffic counts for the intersection of Woodinville-Duvall Road and 156th Ave NE were not done correctly. Eastbound traffic on Woodinville-Duvall Road that turns right to go northbound on 156th Ave NE does not typically turn at that intersection. Rather, most vehicles turn right on to Woodinville-Duvall Place, and then right again on to 156th Ave NE.

This is based on my own afternoon peak hour traffic study done March 8, 2007 at these intersections. While most of my numbers are similar to the published numbers, the measured number (EIS Appendix O, Exhibit T-1A) for eastbound traffic turning right (23) is way too low. 150 is more reasonable. The results of my traffic study are attached to this letter. An MP4 video on which the traffic counts are based is also included on CDROM.

This error is propagated throughout the traffic analysis. It results projected northbound traffic volumes on 156th Ave NE that are 26% too low (334 measured 5/20/03 vs 452 measured 3/8/07).

As stated by others and from personal experience, rush hour delays in excess of 80 seconds (level F) are frequently encountered at this intersection. The current level of service is already frequently worse than the 2008 estimate and will only get worse with the WoodTrails, Montevallo, and subsequent projects.

At a minimum, the traffic study for the intersection of the Woodinville-Duvall Road and 156th Ave NE needs to be redone.

Are there other omissions? What about Costco related traffic? A study was done shortly after it opened. How about re-doing this study now that there is an established customer base?

Insufficient planned capacity for anticipated growth

Prior to any rezone consideration, the City of Woodinville needs to review and update the City's 20 year transportation improvement plan. The current 20 year transportation improvement plan includes only minor improvements to the Woodinville-Duvall Road and 156th Ave NE. These planned improvements will not come close to handling the traffic generated by future R-4 infill.

Consider what will happen when the Wellington/Leota neighborhood infills with R-4 development:

1. From Figures 3.4-2b and 3.4-3 in the Final EIS, there are approximately 400 developed lots in the Wellington/Leota neighborhood that are within the City of Woodinville and that are accessed only through 156th Ave NE.
2. The WoodTrails and Montevallo subdivisions will collectively add 126 new developed lots to this region. This is 32% of the existing development. According to the Final EIS (Figure 3.5-6(A), box 6), this will add 66 northbound peak hour vehicle trips on 156th Ave NE.
3. Based on this peak hour vehicle trip number presented in the Final EIS the current base line development results in about 210 peak hour vehicle trips on 156th Ave NE. This is about half (210 / 452 or 46%) of the the total peak hour vehicle trips that I observed on 156th Ave NE.
4. What happens when future R-4 infill is included? Instead of 400 R-1 developed lots, there will be 1600 R-4 developed lots. This will result in over 800 peak hour vehicle trips on 156th Ave NE.
5. Adding another factor of two due to development outside of the City of Woodinville raises this number to over 1600 peak hour vehicle trips on 156th Ave NE.

Where are all of these additional vehicles going to go? Woodinville-Duvall Road will not handle a corresponding increase in traffic. Even if widened to four lanes (which is not planned), it will not handle all of this traffic.

Based on development in the last 20 years, it is very possible for this scenario to occur in the next 20 years. All this requires is a 6% growth rate in the neighborhood instead of 2.5%. Given the next economic boom, this not a question of if, but rather when in the next 20 years that this will occur.

Is the City of Woodinville ready for this?

According to the GMA (RCW 36.70A.070 (6) (b):

"After adoption of the comprehensive plan by jurisdictions required to plan or who choose to plan under RCW 36.70A.040, local jurisdictions must adopt and enforce ordinances which prohibit development approval if the development causes the level of service on a locally owned transportation facility to decline below the standards adopted in the transportation element of the comprehensive plan, unless transportation improvements or strategies to accommodate the impacts of development are made concurrent with the development."

Due to insufficient levels of service on the existing infrastructure, and lack of significant improvements in the current 20 year plan, I strongly urge that the rezone request be denied. The preliminary plat for the

WoodTrails should be consistent with current R-1 zoning.

As usual, the developers of individual subdivisions each claim to have insignificant impact. However, the cumulative impact of future R-4 infill will result in an intolerable degradation of service on Woodinville Duvall Road and 156th Ave NE.

Inadequate mitigation

As a typical property owner in the Wellington/Leota neighborhood, the R-4 rezone and proposed plat layout does not really help the neighborhood. The only ones helped are the property owners that want to subdivide and cash out. For the rest of us, the R-4 rezone and proposed plat will result in significantly more traffic and congestion.

At one point in time, there were a couple of Woodtrails plat layout plans that included an access road down the hill to 144th Ave NE. Why were these dropped? While these plans have increased impact on the hillside vegetation and habitat, they would result in significantly less traffic impact on the rest of the neighborhood. An additional alternate route would probably be beneficial to the rest of the neighborhood.

Too many new developments end up on dead end roads. Vehicle and pedestrian access between adjacent developments requires going the long way around. This typically requires going out to a busy arterial.

At a minimum, a pedestrian access path should be provided. A path similar to the one that connects 152nd Ave NE with NE 195 St should connect Woodstrails down the hill to 144th Ave NE.

Sincerely,

Frederick C. Motteler

Attached: Two traffic study result summaries for March 8, 2007.

EXHIBIT <u>96</u>
PAGE <u>3</u> OF <u>5</u>

sum0004
 Traffic Study
 of the Intersection
 of Woodinville-Duval Road and 156th Ave. NE

Summary of MPEG0004 file

 Start Time 3:58PM March 8, 2007
 End Time 4:38PM March 8, 2007

Total Time: 39.33 minutes
 Count Totals and (Hourly Rates):

Entering Eastbound:	802	(1223)	100.0%
Eastbound Thru:	632	(964)	78.8%
Eastbound Turning North:	170	(259)	21.2%
Leaving Eastbound:	739	(1127)	100.0%
Eastbound Thru:	632	(964)	85.5%
Southbound Turning East:	107	(163)	14.5%
Entering Westbound:	625	(953)	100.0%
Westbound Thru:	539	(822)	86.2%
Westbound Turning North:	86	(131)	13.8%
Leaving Westbound:	654	(998)	100.0%
Westbound Thru:	539	(822)	82.4%
Southbound Turning West:	115	(175)	17.6%
Entering Southbound:	222	(339)	100.0%
Southbound Turning East:	107	(163)	48.2%
Southbound Turning West:	115	(175)	51.8%
Leaving Northbound:	256	(391)	100.0%
Eastbound Turning North:	170	(259)	66.4%
Westbound Turning North:	86	(131)	33.6%

sum0007
 Traffic Study
 of the Intersection
 of Woodinville-Duvall Road and 156th Ave. NE

EXHIBIT <u>96</u>
PAGE <u>5</u> OF <u>5</u>

Summary of MPEG0007 file

 Start Time 4:43PM March 8, 2007
 End Time 5:33PM March 8, 2007

Total Time: 49.70 minutes
 Count Totals and (Hourly Rates):

Entering Eastbound:	1029	(1242)	100.0%
Eastbound Thru:	778	(939)	75.6%
Eastbound Turning North:	251	(303)	24.4%
Leaving Eastbound:	925	(1117)	100.0%
Eastbound Thru:	778	(939)	84.1%
Southbound Turning East:	147	(177)	15.9%
Entering Westbound:	714	(862)	100.0%
Westbound Thru:	591	(713)	82.8%
Westbound Turning North:	123	(148)	17.2%
Leaving Westbound:	708	(855)	100.0%
Westbound Thru:	591	(713)	83.5%
Southbound Turning West:	117	(141)	16.5%
Entering Southbound:	264	(319)	100.0%
Southbound Turning East:	147	(177)	55.7%
Southbound Turning West:	117	(141)	44.3%
Leaving Northbound:	374	(452)	100.0%
Eastbound Turning North:	251	(303)	67.1%
Westbound Turning North:	123	(148)	32.9%

Exhibit 97

Submitted by the Public

DVD One: Traffic 4 PM_March-08-2007
Woodinville - Dvull Rd 156th Avenue NE

DVD Two: Traffic 5 PM_MAR_08_07
Woodinville – Duvall Road

2 DVDs

Available for review at City of Woodinville's Development Services's counter

*Original Sandy G
3/21/07*

9102190295

9102110316

~~36~~
37

AFTER RECORDING, RETURN TO:

Ralph Gregory
Northstream Development Company
Suite 210
5540 Lake Washington Blvd. N. E.
Kirkland, Washington 98033

REC-111

'91 FEB 19 P3:20

RECORDED

'91 FEB 11 P1:51

DEAN J. T. ...
SNOHOMISH COUNTY

DEPUTY *Jerrell Gorman*

Jerrell Gorman

COPY

DECLARATION

AND

COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS
AND RESERVATIONS

FOR

MORRIS PLACE

(a/k/a 75 SUTTON PLACE)

9102190295

~~9102110316~~

VOL. 2414 PAGE 1813

25x10

EXHIBIT "A"
PAGE 2 OF 2

RESTRICTIONS CONTAINED IN SAID PLAT AS FOLLOWS:

NO LOT OR PORTION OF A LOT IN THIS PLAT SHALL BE DIVIDED AND SOLD OR RESOLD OR OWNERSHIP CHANGED OR TRANSFERRED WHEREBY THE OWNERSHIP OF ANY PORTION OF THIS PLAT SHALL BE LESS THAN THE AREA REQUIRED FOR THE USE DISTRICT IN WHICH LOCATED. ALSO INDIVIDUAL PROPERTY OWNERS ARE RESPONSIBLE FOR THE MAINTENANCE AND UPKEEP OF EXISTING DRAINAGE DITCHES.

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS CONTAINED IN INSTRUMENT:

RECORDED: AUGUST 24, 1976
RECORDING NUMBER: 7608240113

AMENDMENT AND/OR MODIFICATION OF SAID RESTRICTIONS:

RECORDED: MARCH 13, 1978
RECORDING NUMBER: 7803130260

COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND LIABILITY TO ASSESSMENTS CONTAINED IN INSTRUMENT:

RECORDED: AUGUST 24, 1976
RECORDING NUMBER: 7608240112

AMENDMENT AND/OR MODIFICATION OF SAID RESTRICTIONS:

RECORDED: MARCH 13, 1978
RECORDING NUMBER: 7803130262

EASEMENT AS DELINEATED AND/OR DEDICATED ON THE FACE OF THE PLAT.

PURPOSE: DRAINAGE AND TRAIL
AREA AFFECTED: WEST 20 FEET

9803260260

PROTECTIVE COVENANTS RUNNING WITH LAND

THIS INDENTURE and declaration of covenants running with the land, made this

day of _____ 19____, by _____

WITNESSETH:

WHEREAS, said parties are the owners in fee of WOOD TRAILS an addition to Snohomish County, Washington, as recorded in Volume 36 of plats, Page 12, records of Snohomish County which property is located in Snohomish County, Washington, and

WHEREAS, it is the desire of said parties that said covenants be recorded and that said protective covenants be thereby impressed upon said land, now therefore

IT IS HEREBY MADE KNOWN THAT said parties do by these presents make, establish, confirm and hereby impress upon WOOD TRAILS an addition to Snohomish County, Washington, according to plat thereof recorded in volume 36 of Plats, Page 12 records of Snohomish County, Washington, the following protective covenants to run with said land, and do hereby bind said parties and all of their future grantees, assignees and successors to said covenants for the term hereinafter stated and as follows:

1. The area covered by these covenants is the entire area described above.
2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height, a private garage for not more than three cars.
3. No dwelling shall be permitted on any lot at a cost of less than \$50,000.00 (exclusive of land), based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1800 square feet for a one story dwelling, nor less than 1400 square feet for a dwelling of more than one story of finished floor area.
4. No building shall be located on any lot nearer to the front line or nearer to the side street than the minimum building setback line shown on the recorded plat. In any event no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 30 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. In any case, County regulations shall prevail where more restrictive.

7608240113

OFFICIAL RECORDS
23001 4/27/76 2:10 PM

RECORDED
1976 MAR 24 AM 9 10
1976 MAR 24 AM 9 10

HENRY B. WHEELER AND TOR
SNOHOMISH COUNTY, WASH.
DEPUTY CLERK
Bobby B. Dunbar

Page 1 of 4

7608240113

OFFICIAL RECORDS
1013 141

5. No dwelling shall be erected or placed on any lot having a width of less than 90 feet at a minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 17,500 square feet.
6. Easements for installation and maintenance of utilities, drainage facilities, and bridle and pedestrian trails are reserved as shown on the recorded plat and over the rear five feet and the side two and one-half feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through drainage channels in the easements. Twelve (12) inch concrete culverts must be used on all driveway crossings. There may be no obstructions or retarded passages of pedestrians or horses along said easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or any other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
9. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finish painting, within nine (9) months from date of start of construction except for reasons beyond control in which case a longer period may be permitted.
10. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.
12. No lot shall be used or maintained as a dumping ground for rubbish; trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
13. No individual water supply system shall be permitted on any lot unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of County Public Health authorities. Approval of such system as installed shall be obtained from such authority.
14. No slope area (greater than 25% slope) shall be used for the stabling, grazing, or housing of horses, or otherwise removed of its natural vegetation. The purpose of this covenant is to prevent erosion of the slope area.
15. No lot shall be subdivided whereby the resulting lot is smaller than the original lot. (Lots may be divided and grouped together to form larger tracts.)
16. No vegetation of any kind shall be removed from those areas designated on the face of the final plat as "native growth protection assessment".

7608240113

OFFICIAL RECORDS
 1013 142

17. No motorized vehicles of any kind will be allowed on any of the various trails or walkways within the plat of Wood Trails.
18. All horses will be kept on common areas provided by plat for such purposes.
19. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
20. No individual sewage disposal system shall be permitted on any lot unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of County Public Health authorities. Approval of such system as installed shall be obtained from such authority.
21. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot unless similarly approved. Approval shall be as provided in Paragraphs 18 and 19.
22. The Architectural Control Committee is composed of:

<u>NAME</u>	<u>ADDRESS</u>
ARMANDO C. D. PANCRAZIO	23601 Highway 99 N, Edmonds
ANNE G. GREGORY	23601 Highway 99 N, Edmonds
ROBERT POTENZA	23601 Highway 99 N, Edmonds

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. After the sale of all lots shown on the proposed plat of WOOD TRAILS, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee.

23. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
24. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then-owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

7803130260

FILED

MAR 13 1978

AMENDMENT TO
PROTECTIVE COVENANTS RUNNING WITH LAND

HENRY F. BRALLEN, AUDITOR
SNOHOMISH COUNTY, WASH

Henry F. Brallen

WHEREAS, protective covenants running with the land (the "Protective Covenants") for Wood Trails #2, recorded in Volume 36 of Plats, pages 12-13, records of Snohomish County, Washington ("Division 2"), were filed under Snohomish County Auditor's Number 7602240113; and

WHEREAS, the Protective Covenants provide for amendment by more than a majority of lot owners in paragraph 24 hereof; and

WHEREAS, the Wood Trails Homeowners Association (the "Association"), a Washington nonprofit corporation, has been formed, and all lot owners in Division 2 are members of the Association; and

WHEREAS, at a meeting of the members of the Association, duly called and noted, more than a majority of the lot owners voted to amend the Protective Covenants,

NOW, THEREFORE, the following Protective Covenants are hereby amended to read in full as follows:

"3. No dwelling shall be permitted on any lot at a cost of less than \$60,000.00 (exclusive of land), based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and of materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1800 square feet for a one-story dwelling, nor less than 1400 square feet for a dwelling of more than one story of finished floor area."

"6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat

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and over the rear five feet and the side two and one-half feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. Twelve (12) inch concrete culverts must be used on all driveway crossings. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those which a public authority or utility company is responsible."

"9. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finish painting, within nine (9) months from date of start of construction except for reasons beyond control in which case a longer period may be permitted. Each lot shall be fully landscaped to avoid an unsightly appearance and erosion within twelve (12) months from the date any dwelling on said lot is first lived in, and each lot owner shall thereafter be responsible for maintaining said landscaping to avoid an unsightly appearance and erosion."

"24. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. These covenants may be amended by a vote of majority of the then-owners of the lots, agreeing to change said covenants in whole or in part. Any amendment must be recorded.

The undersigned do hereby certify that they are the duly elected, qualified and acting President and Secretary of WOOD TRAILS HOMEOWNERS ASSOCIATION; and that the foregoing Amendments

were duly and validly adopted at a Special Meeting of the members on January 11, 1978.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Corporation, this 28th day of February, 1978.

Alck Nelson President
Joan Owen Secretary

STATE OF WASHINGTON)
COUNTY OF KING) 98.

On this 28th day of February, 1978, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Alck Nelson President and Joan Owen Secretary, respectively of WOOD TRAILS HOMEOWNERS ASSOCIATION the corporation that executed the foregoing instrument, and acknowledged that 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 they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

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



Cathy U. Johnson
NOTARY PUBLIC in and for the State of Washington, residing at Leavenworth

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DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

WENTY SEVEN SECTIONS
SNOHOMISH COUNTY WASH
Betty Danchev

THIS DECLARATION, Made on the date hereinafter set forth by WOOD

TRAILS, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Section 12

Township 27 N, Range 4 E.W.M., County of Snohomish

State of Washington, which is more particularly described as:

Division 2
Plat of Wood Trails # 1/ Recorded in
Volume 36, of Plats, Page 12
Records of Snohomish County, Washington

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

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to WOOD TRAILS

Homeowners Assoc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

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Section 3. "Properties" shall mean and refer to that certain real property heretofore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association

Section 4. "Common Area" shall mean all real property (including the improvement thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Tract 999 Plat of Wood Trails Div. #1
Recorded in Volume 36 of Plats,
Page 12 Records of Snohomish County,
Washington.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area

Section 6. "Declarant" shall mean and refer to WOOD TRAILS, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

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No such dedication or transfer shall be effective unless an instrument dedication or transfer signed by 2/3rds of each class of members has been recorded.

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

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member (s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 31, 1976.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments

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for capital improvements, such assessments to be established and collected as hereinafter provided

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvements and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Two dollars (\$2.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

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Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The

annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessment on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

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

ARTICLE V

ARCHITECTURAL CONTROL

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

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or an Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

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Section 3. Amendment The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy five (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B Membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 15 day of July, 1976.

WOGG TRAILS
Declarant

[Handwritten Signature]
Wogg Trails

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JOHN F. BULLMAN CONST.
11555 NORTH 4th WAY
BELLEVUE, WASH. 98004

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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
WINDSOR PARK HOMEOWNERS' ASSOCIATION

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DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
WINDSOR PARK HOMEOWNERS' ASSOCIATION

THIS DECLARATION is made on the date hereinafter set forth by JOHN F. BUCHAN CONSTRUCTION, INC., and BANK OF CALIFORNIA, N. A. ("Declarant"), who are the owners of certain land situated in the State of Washington, County of Snohomish, known as Windsor Park, which is more particularly described in Exhibit A. In order to ensure preservation of the gracious residential environment at Windsor Park, Declarant agrees and covenants that all land and improvements now existing or hereafter constructed thereon will be held, sold, conveyed subject to, and burdened by the following covenants, conditions, restrictions, reservations, limitations, liens and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of such lands for the benefit of all of such lands and the owners thereof and their heirs, successors, grantees and assigns. All provisions of this Declaration shall be binding upon all parties having or acquiring any right, title or interest in such lands or any portion thereof and shall inure to the benefit of each owner thereof and to the benefit of Windsor Park Homeowners' Association and shall otherwise in all respects be regarded as covenants running with the land.

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ARTICLE I
DEFINITIONS

For purposes of the Declaration and the Articles of Incorporation and the Bylaws of the Windsor Park Homeowners' Association, certain words and phrases shall have particular meanings as follows:

Section 1. "Association" shall mean and refer to the WINDSOR PARK HOMEOWNERS' ASSOCIATION, its successors and assigns.

Section 2. "Board" shall mean and refer to the Board of Directors of the Association, as provided for in Article X. For purposes of exercising the powers and duties assigned in this Declaration to the Board, this term shall also mean the "Temporary Board" or "Declarant" as provided in Article IV unless the language or context clearly indicates otherwise.

Section 3. "Properties" shall mean and refer to the real property described with particularity in Exhibit A and such additions to that property which may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Maintenance Areas" shall mean those portions of all real property (including the improvements thereto) maintained by the Association for the benefit of the members of the Association. The areas to be maintained by the Association at the time of recording this Declaration are described as follows:

1. Common maintenance areas include landscaped islands with community identification signage located in the rights-of-way on 227th St. SE and on 77th Ave. SE; and native growth protection easements designated on the face of the Plat.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

Section 6. "Declarant" shall mean and refer to John F. Buchan Construction, Inc., and The Bank of California, N. A., their successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 7. "Architectural Control Committee" shall mean and refer to the duly appointed or elected committee of the Board of Directors as outlined in Article XIV of this Declaration, hereinafter referred to as the "Committee."

Section 8. "Development Period" shall mean and refer to that period of time defined in Article IV of this Declaration.

Section 9. "Other Parcels" shall mean those parcels of land selected by the Declarant which may be added to the Properties by Declarant in accordance with Article III.

Section 10. "Plat" shall mean and refer to the Plat of Windsor Park as recorded in Volume 48 of Plats, Pages 294 through 299, Records of Snohomish County, State of Washington, under Recording No. 8812215002.

Section 11. "Residence" shall mean and refer to buildings

occupying any Lot.

Section 12. "Native Growth Protection Easement" shall mean and refer to those areas on the Plat which are designated as Native Growth Protection Easements. These easements have been set aside, in the areas indicated on the Plat, for Snohomish County for the protection and preservation of native growth located on the Properties. These easements are subject to the control of the Snohomish County Department of Public Works and the Snohomish County Department of Building and Land Development.

ARTICLE II

PRE-EXISTING RESTRICTIONS

The Properties covered by this Declaration, to the extent that the Properties may be already affected by previous covenants, conditions, encumbrances and restrictions, to the extent that such restrictions are valid, the Properties continue to be subject to such restrictions.

ARTICLE III

OTHER PARCELS

Section 1. Declarant reserves the right, but is not obliged, to add Other Parcels to the Properties. Declarant reserves the right to determine the number and location of any Lots within the Other Parcels.

If any Other Parcels are added to the Properties, all of the

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Other Parcels shall be governed by this Declaration if Declarant so elects. The character of the improvements which may be later added to the Properties on Other Parcels shall be compatible with improvements already existing on the Properties; provided, however, that Declarant may develop the Other Parcels for any lawful purpose that is allowed by applicable land use laws and regulations. All easements for ingress, egress, utilities and use of facilities, unless otherwise specifically limited, shall exist in favor of all Lot Owners in the Other Parcels.

Section 2. The addition of any Other Parcels to the Properties shall occur when the Declarant files for record an amendment to this Declaration legally describing the Other Parcels and stating that the Other Parcels are added to the Properties and subject to the provisions of this Declaration. The provisions governing amendment of this Declaration set forth in Article XV, Section 2 shall not govern in this situation. After the expiration of the Development Period, Other Parcels may be added to the Properties with the consent of 51 percent of the members of the Association. If Other Parcels are added to the Properties, the Association shall file for record an amendment to this Declaration legally describing the Other Parcels and stating that the Other Parcels are added to the Properties and subject to the provisions of this Declaration.

Section 3. The voting rights of the existing Lot Owners

shall be adjusted at the time Other Parcels are added to the Properties only to the extent that the total number of votes is increased by the number of Lots added, and the percentage which one vote bears to the total is thus diminished. If Other Parcels are added prior to the expiration of the Development Period, such Other Parcels shall initially be managed by the Declarant subject to the provisions of Article IV.

ARTICLE IV

DEVELOPMENT PERIOD; MANAGEMENT RIGHTS OF DECLARANT DURING DEVELOPMENT

Section 1. Management by Declarant. Development Period shall mean that period of time from the date of recording the Declaration until (1) a date five years from the date of recording this Declaration or (2) the thirtieth day after Declarant has transferred title to the purchasers of Lots representing 99 percent of the total voting power of all Lot Owners as then constituted or (3) the date on which Declarant elects to permanently relinquish all of Declarant's authority under this Article IV by written notice to all Owners, whichever date first occurs. Until termination of the Development Period, either upon the sale of the required number of Lots, the expiration of five years, or at the election of the Declarant, the Property shall be managed and the Association organized at the sole discretion of the Declarant. If the Development Period

has terminated under the foregoing provision (2), the addition of Other Parcels to the Properties already subject to this Declaration shall not change the fact that the Development Period has terminated as to the Properties. If the Development Period has not terminated pursuant to provision (2) herein before the addition of Other Parcels to the Properties, 51 percent of the total voting power shall be determined on the basis of the voting power in all the Lots then in the Property after the addition of the Other Parcels.

Section 2. Notices to Owners. Not less than 10 nor more than 30 days prior to the termination of the Development Period, the Declarant shall give written notice of the termination of the Development Period to the Owner of each Lot. Said notice shall specify the date when the Development Period will terminate and shall further notify the Owners of the date, place and time when a meeting of the Association will be held. The notice shall specify that the purpose of the Association meeting is to elect new Officers and Directors of the Association. Notwithstanding any provision of the Articles or Bylaws of the Association to the contrary, for the purpose of this meeting, the presence, either in person or by proxy, of the Owners of five Lots shall constitute a quorum. The Board of Directors and Officers of the Association may be elected by a majority vote of said quorum. If a quorum shall not be present, the Development

Period shall nevertheless terminate on that date specified in said notice and it shall thereafter be the responsibility of the Lot Owners to provide for the operation of the Association.

Section 3. Temporary Board. Declarant may in his sole discretion, and at such times as the Declarant deems appropriate, appoint three persons who may be Lot Owners, or are representatives of corporate entities or other entities which are Lot Owners, as a Temporary Board. This Temporary Board shall have full authority and all rights, responsibilities, privileges and duties to manage the Properties under this Declaration and shall be subject to all provisions of this Declaration, the Articles and the Bylaws, provided that after selecting a Temporary Board, the Declarant, in the exercise of his sole discretion, may at any time terminate the Temporary Board and resume his management authority under Article IV or select a new Temporary Board under this section of Article IV. During the Development Period, it will not be necessary to conduct the affairs of the Association in accord with the provisions of the Bylaws. It shall only be necessary to adhere to the Bylaws if a Temporary Board is appointed during this period.

Section 4. Absence of Temporary Board. So long as no Temporary Board is managing the Properties or until such time as the first permanent Board is elected, should Declarant choose

not to appoint a Temporary Board, Declarant or a managing agent selected by the Declarant shall have the power and authority to exercise all the rights, duties and functions of the Board and generally exercise all powers necessary to carry out the provisions of this Declaration, including but not limited to enacting reasonable administrative rules, contracting for required services, obtaining property and liability insurance, and collecting and expending all assessments and Association funds. Any such managing agent or the Declarant shall have the exclusive right to contract for all goods and services, payment for which is to be made from any monies collected from assessments.

ARTICLE V

EASEMENTS, OPEN SPACE AND BUILDING SETBACK AREAS

Section 1. Native Growth Protection Easement. No clearing, grading or filling of any kind, building construction or placement, or road construction shall occur within any "Native Growth Protection Easement" except for necessary utility installations. Removal of trees by the property owner shall be limited to those which are dead, diseased or hazardous. No adjustment to the boundary of such easements shall occur unless first approved through the formal plat process.

Section 2. Drainage Easements, Flood Plain Areas. Prior approval must be obtained from the Director of Public Works of

Snohomish County before any structures, fill, or obstructions including fences, are located within any drainage easement or delineated flood plain area.

Section 3. Utility Easements. Utility easements have been granted to Public Utility District No. 1 of Snohomish County, Cross Valley Water Association, Inc., General Telephone Company of the Northwest, Inc., Washington Natural Gas Company, Viacom Cablevision, and any other utilities serving the subject plat, their successors and assigns. The above described easements are located under and upon the exterior seven (7) feet parallel with and adjoining the public street frontage of all lots. The easements granted allow the above described entities to install, operate and maintain underground cables, wires, pipes and any other equipment necessary to provide the Plat with utility service. No structure, planting, fill or other material shall be placed or permitted to remain on the above described utility easements.

ARTICLE VI

MAINTENANCE OF THE COMMON AREAS AND SITES

DELEGATION OF MANAGEMENT

Section 1. Cleaning Rights-of-Way Within the Plat.
Snohomish County shall be responsible for cleaning and maintaining all rights-of-way within the Plat.

Section 2. Responsibility for Maintaining Common Maintenance Areas. The Association is responsible for maintaining and preserving the character of areas designated in these covenants as Common Maintenance Areas. Common Maintenance Areas have been set aside for landscaping and community identification purposes.

Section 3. Repair of Common Maintenance Areas. Any damage to Common Maintenance Areas or Common Areas or improvements thereon, including landscape plantings, sprinkler systems, fences, berms, etc., by the Owners or their children shall be repaired within one week by the Owner who caused the area to be damaged. If such repairs are not made timely, the Association shall execute the repair and the Owner will be obliged to immediately remit funds for the repair. If the Owner fails to promptly make payment for such repairs, the Owner will be charged interest at the rate of 12 percent per annum.

Section 4. Maintenance of Landscaping. It shall be the responsibility of the Association to maintain the landscaping in Common Maintenance areas. The Association shall maintain landscaping, community identification signage and any sprinkler or irrigation systems (if such system should be installed), located on islands in the right-of-way on 227th St. SE and 77th Ave. SE and any landscaping installed in native growth protection easements.

Section 5. Dumping in Common Maintenance Areas Prohibited.

No trash, plant, or grass clippings or other debris of any kind shall be dumped or deposited on common maintenance areas within the Plat.

Section 6. Structures Prohibited in Right-of-Way.

No structures or landscaping of any kind, including fences, walls or shrubs may be build within any rights-of-way or easement designated on the face of the Plat. This prohibition shall not apply to the landscaped islands located within the right-of-way at the two entrances to the Plat.

Section 7. Other Parcels.

If Other Parcels are added to the Property, the Owners of Other Parcels shall share in the expense of maintaining common maintenance areas.

Section 8. Management.

Each Owner expressly covenants that the Board and the Declarant, during the Development Period, may delegate all or any portion of their management authority to a managing agent, manager or officer of the Association and may enter into such management contracts or other service contracts to provide for maintenance and the operation of Common Areas and any portion thereof. Any management agreement or employment agreement for the maintenance or management of the Common Areas or any portion thereof shall be terminable by the Association without cause upon 90 days' written notice thereof; the term of any such agreement shall not exceed three years, renewable by

agreement of the parties for successive three-year periods. Each Owner is bound to observe the terms and conditions of any such management agreement or employment contract, all of which shall be made available for inspection by any Owner on request. Any fees or salaries applicable to any such management, employment or service agreement shall be assessed to each Owner.

ARTICLE VII

ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation. Each owner of any Lot by acceptance of a deed therefor, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges and (2) special assessments. Annual and special assessments shall be established and collected in accord with the following provisions. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each assessment, together with the interest, costs and reasonable attorneys' fees incurred to collect such assessments, shall be the personal obligation of the individual who is the Owner of the Property at the time that the assessment fell due.

Section 2. Purpose of Assessments. The assessments imposed by the Association shall be used (1) to promote the recreation,

health, safety and welfare of the residents of the Properties, (2) for the improvement, maintenance and repair of Common Areas and Common Maintenance Areas, (3) for legal fees or damages incurred in any action in which the Association or a member of the Board or Architectural Control Committee, acting in behalf of the Homeowners Association is named as a party, (4) for any other reasonable expenses incurred by the Homeowners Association.

Section 3. Annual Assessment. Until January 1990, the annual assessment shall be \$325 per Lot; six percent of which shall be allocated and paid to the Declarant for Plat management services provided by the Declarant to the Association or by a professional management firm. Such allocation of funds to the Declarant shall cease when the Development Period expires and the Association assumes collection costs, bookkeeping, and other management responsibilities which are described with particularity in the Bylaws of the Association.

The annual assessment may be increased during the Development Period to reflect increased (1) maintenance costs, (2) repair costs, or (3) plat management costs. All increases in the annual assessment during the Development Period must directly reflect increases in the above recited costs. During the Development Period, it shall not be necessary to amend this Declaration to raise assessments. During that period, the

Declarant shall give members of the Association notice of any increase in the annual assessment thirty days before the date that the increase becomes effective.

(a) After the Development Period expires, the maximum annual assessment may be increased each year not more than 10 percent above the maximum annual assessment for the previous year without a vote of the membership.

(b) After the Development Period expires, the maximum annual assessment may be increased by more than 10 percent only if 51 percent of the members of the Association, who are voting in person or by proxy at a meeting duly called for this purpose, consent to such an increase.

(c) After the Development Period expires, the Board of Directors shall fix the annual assessment in accord with the above-recited standards.

Section 4. Special Assessments for Capital Improvement. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a common assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Maintenance Areas or any improvements upon the Common Areas not prohibited by this Declaration, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of 51 percent of the

members of the Association who are voting in person or by proxy at a meeting duly called for this purpose. Any capital improvements which exceed \$15,000. must be approved by 51 percent of the Owners.

Section 5. Special Assessments for Legal Fees and Damages.

In addition to the annual and special assessments authorized in Section 4, the Declarant or the Association may levy in any assessment year a special assessment for the purpose of defraying, in whole or in part, (1) the cost of legal fees and costs incurred in legal actions in which the Association is a party, (2) the cost of legal fees and costs incurred in any action in which a member of either the Board or Architectural Control Committee is named as a party as a result of a decision made or action performed while acting in behalf of the Homeowners Association, or (3) any other reasonable expenses incurred by the Homeowners Association. This assessment shall require the consent of 51 percent of the members of the Association.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 of this Article shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first meeting called, the presence of 51 percent of the members

of the Association or of proxies entitled to cast 51 percent of the votes of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement; the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and must be collected on an annual basis.

Section 8. Date of Commencement of Annual Assessment; Due Dates. The annual assessments described in this Article shall commence in January, 1989. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. After the Development Period expires, the Board of Directors shall fix the annual assessment. Written notice of the annual assessment shall be sent to every Owner subject to such assessments. The due date shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 9. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within 30 days after the due date shall bear interest at the rate of 12 percent per annum. Each Owner hereby expressly vests in the Association or its agents the right and power to bring all actions against such Owner personally for the collection of such assessments as debts and to enforce lien rights of the Association by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in like manner as a mortgage of real property. Such Owner hereby expressly grants to the Association the power of sale in connection with such liens. The liens provided for in this section shall be in favor of the Association and shall be for the benefit of the Association. The Association shall have the power to bid in an interest at foreclosure sale and to acquire, hold, lease, mortgage and convey the same. The Owner is responsible for payment of all attorneys' fees incurred in collecting past due assessments or enforcing the terms of assessment liens (see Article XV, Section 4). No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Areas or abandonment of his Lot.

The Association shall have the right to suspend the voting rights of an Owner for any period during which any assessment against the Lot remains unpaid and for a period not to exceed

60 days for any infraction of the terms of either this Declaration, the Articles or the Bylaws of the Association.

Section 10. Subordination of the Lien to Mortgage. The lien for assessments, provided for in this Article, shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien created pursuant to this Article as to payments which become due prior to such sale or transfer. No sale or transfer, however, shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Exempt Property. All property dedicated to and accepted by local public authority shall be exempt from the assessments provided for in this Article.

Section 12. Management by Declarant During the Development Period. Declarant, at its option, shall have and may exercise all of the rights and powers herein given to the Board. Such rights and powers are reserved by the Declarant, its successors and assigns as provided in Article IV. Declarant shall have the right and option to assess owners for actual costs of maintaining Common Areas, Common Maintenance Areas and rights-of-way and a Plat management fee during the Development Period. The Declarant shall also have the authority to assess

members of the Association for monies to fund any enforcement action during the Development Period.

ARTICLE VIII

MAINTENANCE OF LOTS

Section 1. Exterior Maintenance by Owner. Each Lot and Residence shall be maintained by the Owner in a neat, clean and sightly condition at all times.

(a) Refuse. All lots shall be kept free of debris. All refuse shall be kept in sanitary containers sealed from the view of any Lot in the Plat; the containers shall be regularly emptied and the contents disposed of off the Properties. No grass cuttings, leaves, limbs, branches, and other debris from vegetation shall be dumped or allowed to accumulate on any part of the Properties, except that a regularly tended compost heap shall be permitted if the compost heap is concealed from the view of any of the properties.

(b) Storage of Vehicles. Owners may not store goods or equipment or permanently park vehicles (e.g. boats, cars, trucks, trailers, campers, recreational vehicles) in open view on any lot. When vehicles or goods are permanently parked or stored on lots for a period over 24 hours, other than in the circumstances described below in subsections (d) and (e) of this section, vehicles and goods shall be adequately screened from the view of adjacent rights of ways and lots. The screening of

such vehicles or goods must have the approval of the Architectural Control Committee.

(c) Improperly Parked Vehicles. Upon 48 hours notice to the Owner of an improperly parked vehicle, the Board has the authority to have towed, at the owner's expense, any vehicles which are parked in violation of this section.

(d) Temporary Parking by Owners. This section does not prevent Owners from parking automobiles and trucks on driveways when the Owners are out of town.

(e) Temporary Parking by Guests. This section does not prevent guests from parking automobiles, trucks or recreational vehicles in driveways for a period of four days. However, if the guests either (1) plan to park their vehicles in driveways or (2) stay in their recreational vehicles for a period in excess of four days, the Owners must obtain written permission from the Board.

(f) Dilapidated, Unsightly Vehicles. Neither owners nor their guests are allowed to park dilapidated, dysfunctional or unsightly vehicles in driveways.

Section 2. Easement for Enforcement Purposes. Owners hereby grant to the Association an express easement for purposes of going upon the Lots of Owners for the purpose of removing Vehicles or other similar objects which are parked or stored in violation of the terms of this Declaration.

Section 3. Lot Maintenance by the Association. In the event that an Owner shall fail to maintain the exterior of his premises and the improvements situated thereon in a manner consistent with maintenance standards of the Windsor Park community, the Board shall, upon receipt of written complaint of any Owner, and subsequent investigation which verifies that complaint, have the right through its agents and employees to enter upon the offending Owner's Lot and repair, maintain and restore the Lot and exterior of the improvements on that Lot if the Owner shall fail to respond in a manner satisfactory to the Board within 45 days after mailing of adequate notice by certified mail to the last known address of the Owner. The cost of such repair, maintenance or restoration shall be assessed against the Lot, and the Board shall have the right to cause to be recorded a notice of lien for labor and materials furnished, which lien may be enforced in the manner provided by law. In the event that the estimated cost of such repair should exceed one-half of one percent of the assessed value of the Lot and improvements on that Lot, the Board shall be required to have the assent of 51 percent of the Members before undertaking such repairs.

Section 4. Enforcement During the Development Period. During the Development Period, the Declarant may elect to exercise and perform the functions of the Board. If the

Declarant elects not to perform this function or at any time elects to no longer perform this function, the Declarant shall appoint the Temporary Board to function as provided herein.

ARTICLE IX

HOMEOWNERS' ASSOCIATION

Section 1. Non-Profit Corporation. The Association shall be a non-profit corporation under the laws of the State of Washington. The Association shall be incorporated at least thirty days prior to the termination of the Development Period or upon appointment of a Temporary Board of Directors. Until the time that the Association is incorporated, it shall function as an unincorporated association consisting of owners of properties in the Plat.

Section 2. Membership. Every person or entity which is an Owner of any Lot shall become a member of the Association. Membership shall be appurtenant to the Lot and may not be separated from ownership of any Lot and shall not be assigned or conveyed in any way except upon the transfer of title to said Lot and then only to the transferee of title to the Lot. All Owners shall have the rights and duties specified in this Declaration, the Articles and the Bylaws of the Association.

Section 3. Voting Rights. Owners, including the Declarant, shall be entitled to one vote for each Lot owned. When more than one person or entity owns an interest in any Lot, the vote

for that Lot shall be exercised as the Owners decide to exercise that vote but, in no event, shall more than one vote be cast with respect to any Lot nor shall any vote be divided. The voting rights of any Owner may be suspended as provided for in this Declaration, the Articles and the Bylaws of the Association.

Section 4. Meetings. Meetings after the termination of the Development Period, or upon appointment of a Temporary Board, shall be conducted in accord with the specifications set forth in the Bylaws of the Windsor Park Homeowners' Association.

ARTICLE X

MANAGEMENT BY BOARD

Section 1. Expiration of the Development Period. Upon expiration of the Declarant's management authority under Article IV, all administrative power and authority shall vest in a Board of three directors who need not be members of the Association. The Association, by amendment of the Bylaws, may increase the number of directors. All Board positions shall be open for election at the first annual meeting after termination of the Development Period under Article IV. At the first meeting of either the temporary or permanent Board of Directors, the new Board shall adopt Bylaws. The Declarant shall make copies of the proposed bylaws available to Lot owners upon request.

Section 2. Terms. The terms of the Board are defined in the Bylaws.

Section 3. Powers of the Board. All powers of the Board must be exercised in accord with the specifications which are set forth in the Bylaws. The Board, for the benefit of all the Properties and the Lot Owners, shall enforce the provisions of this Declaration and the Bylaws. In addition to the duties and powers imposed by the Bylaws and any resolution of the Association that may be hereafter adopted, the Board shall have the power and be responsible for the following, in way of explanation but not limitation:

(a) Insurance. Obtain policies of general liability insurance.

(b) Legal and Accounting Services. Obtain legal and accounting services if necessary to the administration of Association affairs, administration of the Common Areas, or the enforcement of this Declaration.

(c) Maintenance. Pay all costs of maintaining the Common Areas and Common Maintenance Areas.

(d) Maintenance of Lots. If necessary, maintain any Lot if such maintenance is reasonably necessary in the judgment of the Board to (1) protect Common Areas and Common Maintenance Areas or (2) to preserve the appearance and value of the Properties or Lot. The Board may authorize such maintenance

activities if the Owner or Owners of the Lot have failed or refused to perform maintenance within a reasonable time after written notice of the necessity of such maintenance has been delivered by the Board to the Owner or Owners of such Lot, provided that the Board shall levy a special assessment against the Owner or Owners of such Lot for the cost of such maintenance.

(e) Discharge of Liens. The Board may also pay any amount necessary to discharge any lien or encumbrance levied against the entire Properties or any part thereof which is claimed or may, in the opinion of the Board, constitute a lien against the Properties or against the Common Areas rather than merely against the interest therein of particular Owners. Where one or more Owners are responsible for the existence of such liens, they shall be jointly and severally liable for the cost of discharging it and any costs or expenses, including reasonable attorneys' fees and costs of title search incurred by the Board by reason of such lien or liens. Such fees and costs shall be assessed against the Owner or Owners of the Lot responsible to the extent of their responsibility.

(f) Utilities. Pay all utility charges attributable to Common Areas and Common Maintenance Areas. Authorize the installation of utility or service lines which the Board deems to be in the best interest of the Association.

(g) Security. Pay all costs deemed appropriate by the Board to ensure adequate security for the Lots and Common Areas constituting the residential community created on the Properties.

(h) Right to Contract. Have the exclusive right to contract for all goods, services, maintenance, and capital improvements provided, however, that such right of contract shall be subject to Association approval.

(i) Improvement of Common Areas. Improve the Common Areas with capital improvements to such Common Areas; provided that for those capital improvements exceeding \$15,000, 51 percent of the Owners must approve the addition of such capital improvements.

(j) Right of Entry. Enter any Lot or Residence, when reasonably necessary, in the event of emergencies or in connection with any maintenance, landscaping or construction for which the Board is responsible. Except in cases of emergencies, the Board, its agents or employees shall attempt to give notice to the Owner or occupant of any Lot or Residence 24 hours prior to such entry. Such entry must be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board if the entry was due to an emergency (unless the emergency was caused by the Owner of the Lot entered, in which case the cost shall be

specially assessed to the Lot). If the repairs or maintenance activities were necessitated by the Owner's neglect of the Lot, the cost of such repair or maintenance activity shall be specially assessed to that Lot. If the emergency or the need for maintenance or repair was caused by another Owner of another Lot, the cost thereof shall be specially assessed against the Owner of the other Lot.

(k) Promulgation of Rules. Adopt and publish rules and regulations governing the members and their guests and establish penalties for any infraction thereof.

(l) Declaration of Vacancies. Declare the office of a member of the Board to be vacant in the event that a member of the Board is absent from three consecutive regular meetings of the Board.

(m) Employment of Manager. Employ a manager, an independent contractor, or such other employees as the Board deems necessary and describe the duties of such employees.

(n) Payment for Goods and Services. Pay for all goods and services required for the proper functioning of the Common Areas and Common Maintenance Areas.

(o) Impose Assessments. Impose annual and special assessments.

(p) Bank Account. Open a bank account on behalf of the Association and designate the signatories required.

(q) Legal Actions. Commence legal actions for the enforcement of these covenants or any other legal action which the Board of Directors deems necessary for the protection of the Plac. The Board also has the authority to defend against legal actions initiated against the Association.

(r) Exercise of Powers, Duties and Authority. Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of the Bylaws, Articles of Incorporation, or this Declaration. The Board shall have all powers and authority permitted to it under this Declaration and the Bylaws. However, nothing herein contained shall be construed to give the Board authority to conduct a business for profit on behalf of all the Owners or any of them.

ARTICLE XI

LAND USE RESTRICTIONS

Section 1. Residential Restrictions. All Lots within the Properties shall be used solely for private single-family residential purposes. Private single-family residences shall consist of no less than one Lot. No residence shall be constructed which exceeds three stories in height, inclusive of basement. Each residence must have a private enclosed car shelter for not less than two cars. No single structure shall be altered to provide residence for more than one family.

Rambler-type residences (residences consisting of a basement and one story or residences consisting of a single story) shall contain at least 2,000 square feet. Multi-story residences (residences consisting of a basement and two stories or residences consisting of two stories) shall contain at least 2,300 square feet. In computing the total square footage of a residence, the basement shall not be included.

Section 2. Property Use Restrictions. No Lot shall be used in a fashion which unreasonably interferes with the other Owners' right to use and enjoy their respective Lots or Common Areas. The Board, the Committee designated by it, or the Declarant during the Development Period, shall determine whether any given use of a Site unreasonably intereferes with those rights; such determinations shall be conclusive.

Section 3. Prohibition of Nuisances and Untidy Conditions. No noxious or offensive activity shall be conducted on any Lot or Common Area nor shall anything be done or maintained on the Properties which may be or become an activity or condition which unreasonably interferes with the right of other Owners to use and enjoy any part of the Properties. No activity or condition shall be conducted or maintained on any part of the Properties which detracts from the value of the Properties as a residential community. No untidy or unsightly condition shall be maintained on any property. Untidy conditions shall include, but are not

limited to, publically visible storage of wood, boats, trailers, recreational vehicles and disabled vehicles of any kind whatsoever.

Section 4. Fences, Walls & Shrubs. Fences, walls or shrubs are permitted to delineate the Lot lines of each Lot, subject to (1) the approval of the Committee and (2) determination whether such fences, walls or shrubs would interfere with utility easements reflected on the face of the Plat and other easements elsewhere recorded. No barbed wire or corrugated fiberglass fences shall be erected on any Lot. All fences, including chain link fences, open and solid, are to meet the standards set by the Committee and must be approved by the Committee prior to construction or installation.

Section 5. Temporary Structures. No structure of a temporary character or trailer, recreational vehicle, basement, tent, shack, garage, barn, or other out buildings shall be used on any Lot at any time as a residence, either temporarily or permanently. No vehicles parked in public rights-of-way may be used temporarily or permanently for residential purposes except as provided in Article VIII.

Section 6. Mining. No oil drilling, oil development operations, oil refining, quarrying, or mining operation of any kind shall be permitted on or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted on or

in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. Oil storage for residential heating purposes is permissible if the storage tank is buried.

Section 7. Building Setbacks. The minimum front setback requirement for all residences and sideyard setback requirements shall be established in accord with relevant public zoning ordinances. No dwelling shall be located on any Lot nearer than 10 feet to the rear Lot line. For the purpose of this Covenant, eaves, steps, chimneys and open porches shall not be considered as part of the dwelling; provided, however, that this shall not be construed to permit any portion of a dwelling on a Lot to encroach upon another Lot or upon any easement indicated on the face of the Plat or as otherwise recorded or upon Common Areas.

Section 8. Signs. No signs, billboards, or other advertising structure or device shall be displayed to the public view on any Lot except one sign not to exceed five square feet in area may be placed on a Lot to offer the property for sale or rent. Signs also may be used by a builder to advertise the property during the construction and sale period. Political yard signs, not more than five square feet, of a temporary nature will be allowed during campaign periods on Lots. Within five days of the occurrence of the election, such signs must be

removed from Lots. The Board may cause any sign placed on Properties in violation of this provision to be removed and destroyed.

Section 9. Animals. No animals other than dogs, cats, caged birds, tanked fish, and other conventional small household pets may be kept on Lots. Dogs shall not be allowed to run at large. Leashed animals are permitted within rights-of-way. Efforts should be made by the person accompanying the animal to remove animal waste deposited on lawns and rights-of-way. All pens and enclosures must be approved by the Committee prior to construction and shall be kept clean and odor free at all times. If the investigation of the Board indicates that animals are kept in violation of this section, the Board will give the Owner 10 days' written notice of the violation. Such violations must be remedied by the Owner within 10 days. Failure to comply with the written notice will result in a fine of \$25 per day. The Association shall be entitled to attorneys' fees for any action taken to collect such fines in accord with the provisions of Article XV, Section 4.

Section 10. Delegation of Use and Responsibilities. Any Owner may delegate, in accord with the Bylaws of the Windsor Park Homeowners' Association, his right of enjoyment of Common Areas to members of his family, his tenants, or contract purchasers who reside on the property. In the event an owner

rents or leases his property, a copy of this Declaration as well as any rules and regulations that may be adopted by the Association shall be made available by the Owner to the prospective renter at the time of commitment to the rental agreement. Each Owner shall also be responsible for informing guests and service personnel of the contents of this Declaration, as well as any rules and regulations that may be adopted by the Association as they may relate to appropriate community behavior.

ARTICLE XII

BUILDING RESTRICTIONS

Section 1. Building Materials. All homes constructed on each Lot shall be built of new materials, with the exception of decor items such as used brick, weathered planking, and similar items. The Committee will determine whether a used material is a decor item. In making this determination, the Committee will consider whether the material harmonizes with the aesthetic character of the Windsor Park development and whether the material would add to the attractive development of the subdivision. All roofs are to be unpainted cedar shingles, shakes or tile. All siding and trim are to be resawn wood of a color approved by the Committee. All visible masonry shall be native stone, brick or stucco.

Homeowners who do not have John F. Buchan Construction,

Inc., construct their homes shall be obliged to use materials of a quality equivalent to those materials which John F. Buchan Construction, Inc., has utilized for the construction of homes in the Plat. If inferior materials are utilized, the Committee will require that such materials be replaced. The (1) grade of materials and (2) price of materials shall be relevant considerations in determining whether the materials are of equivalent quality.

Section 2. Plan Checks/Construction Cleanup Fee. Each Lot Owner not using John F. Buchan Construction, Inc., as house builder shall be required to cleanup the Lot within 10 days of completing construction. Such Lot Owners shall be required to pay a \$350 fee to the Committee to be used as follows:

(a) \$100 for house plan check; and

(b) \$250 as a damage deposit to be held until house construction is complete. The damage deposit will be used in the event the Owner does not fulfill his cleanup responsibility, in which case the Committee will handle the cleanup and deduct the cost of such cleanup from the \$250 deposit.

Section 3. Permits. No construction or exterior addition or change or alteration of any structure may be started on any portion of the Properties without the Owner first obtaining a building permit and other necessary permits from the proper local governmental authority and written approval of such

permits from the Board, Committee or the Declarant. The Committee must approve the plans for all construction or alteration proposals (see Article XIV).

Section 4. Codes. All construction shall conform to the requirements of the State of Washington's Rules and Regulations for Installing Electric Wires and Equipment, and Uniform Codes (building, mechanical, plumbing), in force at the commencement of the construction, including the latest revisions thereof.

Section 5. Time of Completion. The exterior of any structure, including painting or other suitable finish and initial landscaping, shall be completed within six months of the beginning of construction so as to present a finished appearance when viewed from any angle. The construction area shall be kept reasonably clean during the construction period.

Section 6. Entry for Inspection. Any agent, officer or member of the Board, Committee, or the Declarant may, at any reasonable predetermined hour upon 24 hours' notice during construction or exterior remodeling, enter and inspect the structure to determine if there has been compliance with the provisions of this Declaration. The above recited individuals shall not be deemed guilty of trespass for such entry or inspection. There is created an easement over, upon and across the residential Lots for the purpose of making and carrying out such inspections.

Section 7. Contractor. No home may be constructed on any Lot other than by a contractor licensed as general contractor under the statutes of the State of Washington without the prior approval of the Committee.

ARTICLE XIII

UTILITIES

Section 1. Wiring. The wiring of accessory buildings of any kind shall be underground.

Section 2. Antennae. No radio or television antennae, transmitters or parabolic reflectors (satellite dish antennae) shall be permitted unless approved by the Committee.

Section 3. Septic Systems. All septic systems serving Lots within the Plat must be professionally designed and meet all requirements of the Snohomish County Health Department and any requirements of the Architectural Control Committee. No Lot clearing shall be commenced until the Architectural Control Committee (or the Developer during the Development Period) has approved the septic system serving the Lot. No structures or materials shall be placed in areas of septic drainfields. No activity shall be conducted on any lot which shall impair the character of septic drainfields.

Section 4. Easements for Utilities. Easements for the installation and maintenance of utilities and drainage facilities are shown on the face of the Plat. Any utilities or

service lines which the Board deems necessary shall be installed within such areas or under right-of-way areas located within the Plat.

ARTICLE XIV

ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee ("Committee").

Upon termination of the Development Period, the Board shall appoint a Committee. The Committee shall consist of not less than three and not more than five members. It is not a requirement that members of the Committee be (1) Owners or (2) members of the Association.

During the Development Period, the Declarant may elect to exercise and perform the functions of the Committee. If the Declarant elects not to perform this function, or at any time elects to no longer perform this function, the Declarant or the Board shall appoint the Committee to function as herein provided. After termination of the Development Period, the functions of the Committee shall be performed by the Board until such time as the Board shall appoint and designate the Committee. The Committee shall be appointed within one month of the election of the Board following the termination of the Development Period.

Section 2. Jurisdiction and Purpose. The Committee or the Declarant shall review proposed plans and specifications for

Residences, accessory structures (e.g., garden sheds, tool sheds, doll houses, playground equipment, treehouses and gazebos), fences, walls, appurtenant recreational facilities (e.g., hot tubs, spas, basketball courts, basketball hoops, tennis courts, swimming pools, bath houses, stables and barns), or other exterior structures to be placed upon the Properties. No exterior addition or structural alteration may be made until plans and specifications showing the nature, kind, shape, height, materials and location of the proposed structure or alteration have been submitted to and approved, in writing, by the Committee. The Committee shall also review proposals to change the exterior color of homes in the Plat. The Committee shall determine whether the exterior design and location of the proposed structure, alteration, or color change harmonizes with the (1) surrounding structures, (2) surrounding natural and built environment, and (3) aesthetic character of other homes in the Plat.

Section 3. Membership. The Committee shall be designated by the Board. An election to fill either a newly created position on the Committee or a vacancy on the Committee requires the vote of the majority of the entire Board. However, the Board is not obliged to fill a vacancy on the Committee unless the membership of the Committee numbers less than three persons.

Section 4. Designation of a Representative. The Committee

may unanimously designate one or more of its members or a third party to act on behalf of the Committee with respect to both ministerial matters and discretionary judgments. The decisions of such individuals are subject to review by the entire Committee at the request of any member of the Committee.

Section 5. Donation of Time. No member of the Committee shall be entitled to any compensation for services performed on behalf of the Committee. Committee members shall have no financial liability resulting from Committee actions.

Section 6. Address of the Committee. The address of the Committee shall be at the registered office address of the Association.

Section 7. Voting. Committee decisions shall be determined by a majority vote by the members of the Committee.

Section 8. Submission of Plans. All plans and specifications required to be submitted to the Committee shall be submitted by mail to the address of the Committee in duplicate. The written submission shall contain the name and address of the Owner submitting the plans and specifications, identify the Lot involved, and the following information about the proposed structure:

- (a) The location of the structure upon the Lot;
- (b) The elevation of the structure with reference to the existing and finished Lot grade;

- (c) The general design;
- (d) The interior layout;
- (e) The exterior finish materials and color, including roof materials;
- (f) The landscape plan; and
- (g) Other information which may be required in order to determine whether the structure conforms to the standards articulated in this Declaration and the standards employed by the Committee in evaluating development proposals.

Section 9. Plan Check Fee. All individuals submitting plans to the Committee shall be obliged to pay a reasonable plan check fee to cover the administrative costs of reviewing such development proposals. It will be necessary to pay the plan check fee upon submitting plans and specifications to the Committee. A plan check fee of \$100 will be charged to review plans and specifications for Residences. A fee of \$25 will be charged for the review of other structures.

Section 10. Evaluating Development Proposals. The Committee shall have the authority to establish aesthetic standards for evaluating development proposals. In addition to such standards, in evaluating development proposals, the Committee shall determine whether the external design, color, building materials, appearance, height, configuration, and landscaping of the proposed structure harmonize with (1) the

various features of the natural and built environment, (2) the aesthetic character of the other homes in Windsor Park, and (3) any other factors which affect the desirability or suitability of a proposed structure or alteration. The Committee shall decline to approve any design which (1) fails to meet the above recited standards and any other aesthetic standards promulgated by the Committee, (2) impacts adversely on nearby Properties and Common Areas, (3) impairs the view of nearby Properties, or (4) is of a temporary or non-permanent nature. Committee determinations may be amended by a majority vote of Committee members.

Section 11. Exclusions. Plans and specifications for homes constructed by John F. Buchan Construction, Inc., need not be reviewed by the Committee.

Section 12. Approval Procedures. Within 14 days after the receipt of plans and specifications, the Committee shall approve or disapprove the proposed structure. The Committee may decline to approve plans and specifications which, in its opinion, do not conform to restrictions articulated in this Declaration or to its aesthetic standards. The Committee shall indicate its approval or disapproval on one of the copies of the plans and specifications provided by the applicant and shall return the plans and specifications to the address shown on the plans and specifications. In the event that no disapproval of such plans

and specifications is given within 14 days of submission, copies of plans and specifications shall be delivered to the Owners of adjacent Lots within the Properties together with a statement to the effect that (1) the plans and specifications have been submitted to the Committee, (2) 14 days have passed since the date of the submission and no action has been taken on the plans and specifications by the Committee, and (3) unless a legal action by the Owners to enjoin the construction pursuant to the submitted plans and specifications is filed with 10 days after receipt of the delivered copies, construction will be commenced pursuant to the plans and specifications. If no legal action to enjoin the construction is commenced within 10 days of delivery of the copies of the submitted plans and specifications to adjacent property Owners, the plans and specifications shall be deemed to be approved by the Committee and construction pursuant to the plans and specifications may be commenced.

Section 13. Compliance with Codes. In all cases, ultimate responsibility for satisfying all local building codes and requirements rests with the Owner and contractor employed by the Owner. The Committee has no responsibility for ensuring that plans and specifications which it reviews comply with local building codes and requirements. The Committee shall be held harmless in the event that a structure which it authorizes fails to comply with relevant building and zoning requirements. No

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person on the Committee or acting on behalf of the Committee shall be held responsible for any defect in any plans or specifications which are approved by the Committee nor shall any member of the Committee or any person acting on behalf of the Committee be held responsible for any defect in a structure which was built pursuant to plans and specifications approved by the Committee.

Section 14. Variation. The Committee shall have the authority to approve plans and specifications which do not conform to these restrictions in order to (1) overcome practical difficulties or (2) prevent undue hardship from being imposed on an Owner as a result of applying these restrictions. However, such variations may only be approved in the event that the variation will not (1) detrimentally impact on the overall appearance of the development, (2) impair the attractive development of the subdivision or (3) adversely affect the character of nearby Lots or Common Areas. Granting such a variation shall not constitute a waiver of the restrictions articulated in this Declaration. Variations shall only be granted if the Committee determines that the variation would further the purposes and intent of these restrictions. Variations shall only be granted in extraordinary circumstances.

Section 15. Enforcement. In any judicial action to enforce a determination of the Committee, the losing party shall pay the

prevailing party's attorneys' fees, expert witness fees, and other costs incurred in connection with such a legal action or appeal (see Article XV, Section 4).

ARTICLE XV

GENERAL PROVISIONS

Section 1. Covenants Running with the Land. These covenants are to run with the land and be binding on all parties and persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time the covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the individuals then owning Lots has been recorded which reflects their intent to amend the covenants in whole or in part.

Section 2. Amendment. The covenants and restrictions articulated in this Declaration shall run with the land and bind the land for a term of 30 years from the date that this Declaration is recorded. After 30 years have expired, the covenants shall be automatically extended in accordance with the provisions set forth in Section 1 of this Article. This Declaration and the Bylaws may be amended during the initial 30 year period if 51 percent of the members vote to amend particular provisions of either instrument. This Declaration may be amended during the Development Period by any instrument signed by both the Declarant and the Owners of at least 51

percent of the Lots, including those owned by the Declarant. The provisions expressly referring to the Declarant may not be amended without the Declarant's approval. All amendments must be filed with the office of the Snohomish County Auditor.

Section 3. Enforcement. The Association, the Board, or any Owner shall have the right to enforce, by any legal proceeding, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration.

Section 4. Attorneys' Fees. In the event that it is necessary to seek the services of an attorney in order to enforce any (1) provision of this Declaration or (2) lien created pursuant to the authority of this Declaration, the individual against whom enforcement is sought shall be obliged to pay any attorneys' fees incurred. If the Owner fails to pay such fees within 60 days, such fees shall become a lien against the Owner's Lot.

In any legal action commenced in order to enforce the provisions of this Declaration, the prevailing party shall be entitled to recover all reasonable attorneys' fees and expert witness fees incurred in order to enforce the provisions of this Declaration. The prevailing party shall also be entitled to recover all costs.

Section 5. Compensation for Witnesses. In any action to enforce the terms of this Declaration, or any action in which

the Association is a party, members of the Board, the Committee or the Declarant who testify in behalf of the Association, shall be compensated for time spent at depositions and at trial at the rate of \$25.00 per hour by the Association.

Section 6. Successors and Assigns. The covenants, restrictions and conditions articulated in this Declaration shall run with the land and shall accordingly be binding on all successors and assigns.

Section 7. Severability. The invalidity of any one or more phrases, clauses, sentences, paragraphs or sections hereof shall not affect the remaining portions of this Declaration or any part thereof. In the event that one or more of the phrases, clauses, sentences, paragraphs or sections contained herein should be invalid, this Declaration shall be construed as if the invalid phrase, clause, sentence, paragraph or section had not been inserted.

Section 8. Rule Against Perpetuities. In the event that any provision or provisions of this Declaration violate the rule against perpetuities, such provision or provisions shall be construed as being void and of no effect as of 21 years after the death of the last surviving incorporator of the Association or 21 years after the death of the last survivor of all of the incorporators' children and grandchildren who shall be living at the time this instrument is executed, whichever is later.

EXHIBIT A

LEGAL DESCRIPTION

PARCEL A:

The southwest quarter of the southeast quarter of Section 26, Township 27 North, Range 5 East, W.M. in said county;

Except the west 20 feet thereof; and,

Except the north 20 feet thereof as conveyed to Snohomish County by Deed recorded under Auditor's File No. 200619; and,

Except any portion lying within 224th Street SE (Bostian Road) as actually located.

PARCEL B

That portion, if any, of the northwest quarter of the southeast quarter of Section 26, Township 27 North, Range 5 East, W.M., lying south of the existing Bostonian Road.

Except the south 20 feet conveyed to Snohomish County for road purposes by Deed recorded under Auditor's File No. 201949, records of Snohomish County, Washington.

EXHIBIT "A"

EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED
THEREIN:

RECORDED: JANUARY 28, 1981

RECORDING NO.: 8101280631

IN FAVOR OF: PUGET SOUND POWER AND LIGHT COMPANY
FOR: AN UNDERGROUND ELECTRIC TRANSMISSION
AND/OR DISTRIBUTION SYSTEM

AFFECTS: THE EXTERIOR 7 FEET, PARALLEL WITH AND
ADJOINING THE STREET FRONTAGE OF ALL
LOTS AND A 2.5 FOOT STRIP OF LAND,
PARALLEL WITH AND ADJACENT TO ALL
INTERIOR LOT LINES

COVENANTS, CONDITIONS, RESTRICTIONS AND/OR EASEMENTS;
BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION
INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION
BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILY
STATUS, OR NATIONAL ORIGIN TO THE EXTENT SUCH
COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE 42 USC
3604(C):

RECORDED: JUNE 17, 1981

RECORDING NO.: 8106170126

REFERENCE TO WHICH SHOULD BE MADE FOR FURTHER
PARTICULARS.

RESTRICTIONS, CONDITIONS, DEDICATIONS, NOTES, EASEMENTS
AND PROVISIONS CONTAINED AND/OR DELINEATED ON THE FACE
OF THE PLAT RECORDED IN VOLUME 118 OF PLATS AT PAGE(S)
75-79 IN KING COUNTY, WASHINGTON

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DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
PLAT OF WELLINGTON

This Declaration of Covenants, Conditions and Restrictions (hereinafter called the "Declaration") is made this 15th day of June, 1981, by CORLEY MORTGAGE COMPANY, INC., a Washington corporation (hereinafter called "Corley"),

W I T N E S S E T H:

WHEREAS, Corley is the owner in fee of the following described real property (hereinafter called the "Property"):

Lots 1 through 70, inclusive, WELLINGTON, according to the plat thereof recorded in Volume 118 of Plats, pages 75 through 79, inclusive, records of King County, Washington.

WHEREAS, Corley desires that the covenants, conditions and restrictions set forth herein be recorded with the King County Department of Records and Elections and be impressed upon said Property and run with said Property.

NOW, THEREFORE, Corley hereby declares that the Property is held and shall be held, conveyed, hypothecated,

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encumbered, leased, rented, occupied and improved subject to the covenants, conditions and restrictions contained herein, all of which are declared and agreed to be in furtherance of a plan for the development, improvement and sale of the Property and of enhancing the value, desirability and attractiveness of the Property and every part thereof. All of the covenants, conditions and restrictions set forth herein shall run with the Property and each and every part thereof, and shall be binding on all persons having or acquiring any rights, title or interest in the Property, or any part thereof, and shall be for the benefit of each owner of the Property, or any interest therein, and shall inure to the benefit of and be binding upon each and every successor-in-interest to the Property, or any part thereof.

1. The area covered by these covenants is the entire area described above.

2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single-family dwelling not to exceed two stories in height (excluding basements) and a private garage for not more than three cars. This restriction shall not be construed as a protection against view impairment, but is strictly intended to insure architectural harmony in the neighborhood.

3. No residential dwelling shall be permitted on any lot with an appraised value less than Eighty-Five Thousand Dollars (\$85,000), including the value of the lot, based upon cost levels prevailing on the date this Declaration is recorded. The ground floor of the main structure, exclusive of open porches and garage, shall be not less than twelve

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hundred (1,200) square feet for a one-story dwelling nor less than nine hundred (900) square feet for a two-story dwelling.

4. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the front seven (7) feet, the rear five (5) feet and the side two and one-half (2-1/2) feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

5. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. No structure of a temporary character, mobile home of any kind, trailer, basement, tent, shack, garage, barn or any other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, nor shall trailers, mobile homes of any kind, recreational vehicles, or boats be parked so that they may be seen from the street.

7. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finish painting, within nine (9) months

from date of start of construction except for reasons beyond control in which case a longer period may be permitted.

8. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period.

9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that horses, dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No horses shall be allowed on Tracts A, C or D of the Property.

10. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Rubbish, trash, garbage or other waste shall not be kept on any lot except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

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

12. No fence, wall, hedge or mass planting, other than foundation planting, shall be permitted to extend nearer to any street than the minimum setback line, except that nothing shall prevent the erection of a necessary retaining

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wall, the top of which does not extend more than two feet above the finished grade at the back of said retaining wall, provided, however, that no fence, wall, hedge, or mass planting shall at any time where permitted, extend higher than five feet above the ground.

13. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum setback line unless similarly approved. Approval shall be as provided in Paragraphs 17 and 18.

14. The maintenance of the planter islands (if any) shall be the sole responsibility of those lots directly abutting said islands.

15. Building plans for all lots which require cuts or fills in excess of three feet in height shall be accompanied by certification from a qualified soils engineer stating that the development plan has been reviewed and incorporates the best known professional practices for erosion control on the site.

16. No construction improvements or stabling or pasturing of horses shall be allowed in the wetland or the retention ponds drainage easements located on Tracts A, C and D of the Property.

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17. The Architectural Control Committee is composed

of:

Beverly Weidenheimer
Frederick S. Barkman
Audrey Getty

A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have the full and sole authority to designate a successor. Neither the members of the committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or to restore to it any of its powers and duties. In any event, the term of office of the above designated Architectural Control Committee shall terminate automatically upon the sale or conveyance by the Declarant herein of the last lot owned by it in this subdivision.

18. Removal of trees eight inches or more in diameter is prohibited unless specifically approved by the Architectural Control Committee.

19. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in the event, if

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no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

20. These covenants, conditions and restrictions shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date this Declaration is recorded after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

21. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain the violation or to recover damages.

22. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Corley has executed this Declaration the day and year first above written.

CORLEY MORTGAGE COMPANY, INC., a Washington corporation

By: *Vincent P. Romano*
Its: Sr. Vice President

By: *Cubrey Getty*
Its: Assistant Secretary

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

On this 15th day of June, 1981,
before me, the undersigned, a Notary Public in and for the
State of Washington, duly commissioned and sworn, personally
appeared Viacent P. DeDonato and Audrey Getty, to
me known to be the Sr. Vice President and Assistant Secretary respec-
tively, of CORLEY MORTGAGE COMPANY, INC., 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
they were authorized to execute the said instrument and that
the seal affixed is the corporate seal of said corporation.

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

Paulson D. Long
NOTARY PUBLIC in and for the
State of Washington, residing
at Kirkland.

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EXHIBIT "A"

SPECIAL EXCEPTIONS (continued)

1 RESTRICTIONS CONTAINED ON THE FACE OF THE PLAT AS FOLLOWS

No lot or portion of a lot in this plat shall be divided and sold or resold, or ownership changed or transferred whereby the ownership of any portion of this plat shall be less than the area required for the use district in which it is located

2 RESTRICTIONS AND EASEMENTS CONTAINED IN DECLARATION OF PROTECTIVE RESTRICTIONS AND EASEMENTS, AS HERETO ATTACHED

DECLARATION DATED March 10, 1966
RECORDED May 10, 1966
RECORDING NUMBER 6026287

CHANGE IN ARCHITECTURAL COMMITTEE

RECORDED September 2, 1971
RECORDING NUMBER 7109020406

3 Right of the public to make necessary slopes for cuts or fills upon said premises in the reasonable original grading of streets, avenues, alleys and roads, as dedicated in the plat

4 DEDICATION CONTAINED ON THE FACE OF THE PLAT, AS FOLLOWS

The owners of Lots 1 through 49, inclusive, shall have an equal and undivided interest in Tract "A" for community park purposes

5 NOTICE OF ON SITE SEWAGE SYSTEM AND THE TERMS AND CONDITIONS THEREOF

RECORDED October 1, 2002
RECORDING NUMBER 20021001001693

2002 102 1001027

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CHANGE IN COVENANTS FOR
WELLINGTON HILLS ESTATES

As the undersigned owners of a majority of the lots in Wellington
Hills Estates (as defined in the County of King, State of
Washington, Section 2, Township 26N, Range 5E, W.M.) through
this duly recorded written instrument hereby change the recorded
Covenants, Auditors file No. 602287, covering Wellington Hills
Estates. The membership of the Architectural Control Committee
as defined in paragraph 2 shall be changed from

"The Architectural Control Committee is Neil Esleman,
U. E. Esleman and "Maynard Hansen."

to

"The Architectural Control Committee is the current duly
elected board of Trustees of Wellington Hills Estates
Community Club."

Lot No.

Owner(s)

7

Eckman Construction Co.

O. E. Eckman Pres.
Marion H. Eckman Sec.

Thomas D. Jeffrey
Notary Public

17

Eckman Construction Co.

O. E. Eckman Pres.
Marion H. Eckman Sec.

Thomas D. Jeffrey
Notary Public

44

Eckman Construction Co.

O. E. Eckman Pres.
Marion H. Eckman Sec.

Thomas D. Jeffrey
Notary Public

17

Husband
wife

Thomas D. Jeffrey
Marion H. Eckman

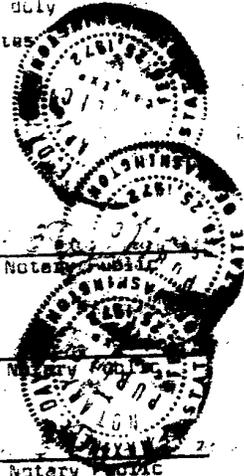
Thomas D. Jeffrey
Notary Public

48

Husband
wife

John J. Schickman
Jane S. Schickman

John J. Schickman
Notary Public



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Lot No.

<u>14</u>	Husband	<u>John E. De Bray</u>	Notary Public
	wife	<u>Marilyn De Bray</u>	
<u>20</u>	Husband	<u>Donald A. Pahl</u>	Notary Public
	wife	<u>Linda M. Pahl</u>	
<u>23</u>	Husband	<u>Ray J. Kappel</u>	Notary Public
	wife	<u>Shirley Kappel</u>	
<u>24</u>	Husband	<u>Lesley M. Kuyper</u>	Notary Public
	wife	<u>Marian Kay Kuyper</u>	
<u>25</u>	Husband	<u>Chas. W. Bowen</u>	Notary Public
	wife	<u>Marilyn K. Bowen</u>	
<u>26</u>	Husband	<u>Wallace C. Busch</u>	Notary Public
	wife	<u>Judith L. Busch</u>	
<u>39</u>	Husband	<u>Harold L. Tache</u>	Notary Public
	wife	<u>Carol J. Tache</u>	
<u>37</u>	Husband	<u>Monte M. Mervel</u>	Notary Public
	wife	<u>Virginia Mervel</u>	
<u>38</u>	Husband	<u>William W. Mervel</u>	Notary Public
	wife	<u>Corneal J. Mervel</u>	
<u>2</u>	Husband	<u>William E. White</u>	Notary Public
	wife	<u>Margaret E. White</u>	
<u>3</u>	Husband	<u>Ray H. M. Daniel</u>	Notary Public
	wife	<u>Shirley M. Daniel</u>	
<u>11</u>	Husband	<u>Russell R. Peck</u>	Notary Public
	wife	<u>Janet H. Peck</u>	

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16

Husband Yeh Jeng Ting
wife Lingling Ting

18

Husband AK Ragan
wife Lela M. Ragan

19

Husband AK Ragan
wife Lela M. Ragan

46

Husband Lesley T. Hewitt
wife Elaine S. Hewitt

45

Husband Leing Falkenberg
wife Louise Falkenberg

30

Husband Richard G. Nelson
wife Beth Ann G. Nelson

32

Husband Charles M. Duggan
wife Carol M. Duggan

53

Husband Richard G. Duggan
wife Joyce L. Duggan

35

Husband Armand W. Peep
wife Hayden B. Peep

40

Husband John W. Hoff
wife Janet Hoff

41

Husband Warren M. Ferguson
wife Shirley J. Ferguson

28

Husband John C. Dill
wife Beverly H. Dill

Lot No.

27 Husband Allen J. Swanson
Wife Thelma Swanson

31 Husband Donald W. Joke
Wife Elizabeth Joke

34 Husband Robert W. Harmon
Wife Frances Ruth Harmon

1 Husband John Morrison
Wife Jane Morrison

10 Husband Henry J. Piment
Wife Edith J. Piment

12 Husband Thomas A. Brandle
Wife Helen Brandle

22 Husband Robert K. Brandle
Wife Edwina Brandle

_____ Husband _____
Wife _____

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STATE OF Washington

County of King

On this 31 day of August A. D. 1971, before me, the undersigned, a Notary Public in and for the State of Washington duly commissioned and sworn personally appeared Robt. H. Grubbs, Edna V. Grubbs

to me known to be the individual s. described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act for the uses and purposes therein mentioned.

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

Can
Notary Public in and for the State of Washington
residing at Washinton



STATE OF Washington

County of King

On this 16 day of August A. D. 1971, before me, the undersigned, a Notary Public in and for the State of Washington duly commissioned and sworn personally appeared Donald R. Poole, Barbara A. Poole

to me known to be the individual s. described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act for the uses and purposes therein mentioned.

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

Can
Notary Public in and for the State of Washington
residing at Washinton



STATE OF Washington

County of King

On this 16 day of August A. D. 1971, before me, the undersigned, a Notary Public in and for the State of Washington duly commissioned and sworn personally appeared Monte Manserv, Virginia Manserv

to me known to be the individual s. described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act for the uses and purposes therein mentioned.

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

Can
Notary Public in and for the State of Washington
residing at Washinton



(Acknowledgment by Individual. Washington Title Insurance Company. Form L 28)

7109020406

STATE OF Washington

County of King

On this 31 day of August, A. D. 19 71, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared

Allan J. Swanson, Florica M. Swanson

to me known to be the individual^s described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act for the uses and purposes therein mentioned.

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

[Signature]
Notary Public in and for the State of Washington
residing at [Address]



STATE OF Washington

County of King

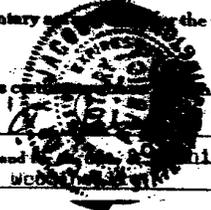
On this 16 day of August, A. D. 19 71, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared

Roy H. McDaniel, Sheila M. McDaniel

to me known to be the individual^s described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act for the uses and purposes therein mentioned.

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

[Signature]
Notary Public in and for the State of Washington
residing at [Address]



STATE OF Washington

County of King

On this 15 day of August, A. D. 19 71, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared

William E. Chiles, Marjorie J. Chiles

to me known to be the individual^s described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act for the uses and purposes therein mentioned.

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

[Signature]
Notary Public in and for the State of Washington
residing at [Address]



(Acknowledgment by Individual. Washington Title Insurance Company - Form L 28)

7109020406

STATE OF Washington
County of King } ss.

On this 16 day of August A. D. 19 71, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared William N. Jung, Corra E. Jung

to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

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



Notary Public in and for the State of Washington
residing at _____

STATE OF Washington
County of King } ss.

On this 16 day of August A. D. 19 71, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Henneth L. Tacke, Daral J. Tacke

to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

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



Notary Public in and for the State of Washington
residing at _____

STATE OF Washington
County of King } ss.

On this 11 day of August A. D. 19 71, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Donald W. John, D. Elizabeth John

to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that he, v signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

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



Notary Public in and for the State of Washington
residing at _____

(Acknowledgment by Individual Washington Title Insurance Company Form L 28)

7109020406

STATE OF Washington
County of King } ss.

On this 31 day of AUGUST A. D. 1971, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Robert A. Harmon, Susan Maria Harmon to me known to be the individuals described in said who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as theirs free and voluntary act and deed for the uses and purposes therein mentioned.

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

Notary Public in and for the State of Washington
residing at _____

STATE OF Washington
County of King } ss.

On this 31 day of August A. D. 1971, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared John Harmon, Jane Harmon to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

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

Notary Public in and for the State of Washington
residing at _____

STATE OF Washington
County of King } ss.

On this 31 day of AUGUST A. D. 1971, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Larry F. Pirtle, Susan J. Pirtle to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

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

Notary Public in and for the State of Washington
residing at _____

(Acknowledgment by Individual: Washington Title Insurance Commission (Title L 28))

7109020406

STATE OF Washington
County of King

On this 31 day of August A. D. 1971, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Thomas A. Scudella, Jr. Jean Scudella to me known to be the individual s. described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

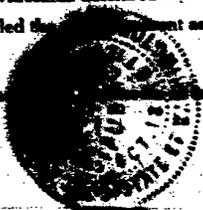
WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Car
Notary Public in and for the State of Washington
residing at _____

STATE OF Washington
County of King

On this 6 day of July A. D. 1971, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared John C. Slick, Patricia Slick to me known to be the individual s. described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

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



Car A Jacob
Notary Public in and for the State of Washington
residing at Woodinville

STATE OF Washington
County of King

On this 5 day of July A. D. 1971, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Warren H. Ferguson, Janet H. Ferguson to me known to be the individual s. described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

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



Car A Jacob
Notary Public in and for the State of Washington
residing at Woodinville

(Acknowledgment by Individual. Washington Title Insurance Company. Form I. 28)

7109020406

STATE OF Washington

County of King

On this 6 day of July A. D. 1971, before me, the undersigned, a Notary Public in and for the State of Washington duly commissioned and sworn personally appeared John W. Coff, Joan S. Coff

to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and seal this 6 day and year in this certificate above written.



Alan A. Jacobs

Notary Public in and for the State of Washington
residing at Woodinville

STATE OF Washington

County of King

On this 6 day of July A. D. 1971, before me, the undersigned, a Notary Public in and for the State of Washington duly commissioned and sworn personally appeared Frank W. Paen, Marjorie B. Paen

to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and seal this 6 day and year in this certificate above written.



Alan A. Jacobs

Notary Public in and for the State of Washington
residing at Woodinville

STATE OF Washington

County of King

On this 6 day of July A. D. 1971, before me, the undersigned, a Notary Public in and for the State of Washington duly commissioned and sworn personally appeared Richard J. Sarason, Joyce L. Sarason

to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as THEIR free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and seal this 6 day and year in this certificate above written.



Alan A. Jacobs

Notary Public in and for the State of Washington
residing at Woodinville

(Acknowledged before me by the undersigned, Washington Title Insurance Company, Form L 28)

7105020406

STATE OF Washington

County of King

On this 6 day of July A. D. 1971, before me, the undersigned, a Notary Public in and for the State of Washington duly commissioned and sworn personally appeared Don E. Hoggarth, Carl M. Hoggarth

to me known to be the individual s. described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as THEIR free and voluntary act and deed for the uses and purposes therein mentioned.

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

Can A Jacob
Notary Public in and for the State of Washington
residing at Woodinville

STATE OF Washington

County of King

On this 6 day of July A. D. 1971, before me, the undersigned, a Notary Public in and for the State of Washington duly commissioned and sworn personally appeared Herbert G. Nelson, Kathleen E. Nelson

to me known to be the individual s. described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as THEIR free and voluntary act and deed for the uses and purposes therein mentioned.

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

Can A Jacob
Notary Public in and for the State of Washington
residing at Woodinville

STATE OF Washington

County of King

On this 6 day of July A. D. 1971, before me, the undersigned, a Notary Public in and for the State of Washington duly commissioned and sworn personally appeared Randy J. Falkenberg, Barrie Falkenberg

to me known to be the individual s. described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as THEIR free and voluntary act and deed for the uses and purposes therein mentioned.

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

Can A Jacob
Notary Public in and for the State of Washington
residing at Woodinville

(Acknowledgment by Individual. Washington Title Insurance Company. Form L 28)

7109020406

STATE OF washington

County of King

On this 6 day of July, A. D. 1971, before me, the undersigned, a Notary Public in and for the State of washington, duly commissioned and sworn personally appeared LeRoy T. Ossilet, Elaine I. Ossilet

to me known to be the individual s. described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and seal this 6 day of July, 1971, at Woodinville, Washington.



Car A. Jacob
Notary Public in and for the State of washington
residing at Woodinville

STATE OF washington

County of King

On this 6 day of July, A. D. 1971, before me, the undersigned, a Notary Public in and for the State of washington, duly commissioned and sworn personally appeared A. H. Rieger, Lila Rieger

to me known to be the individual s. described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and seal this 6 day of July, 1971, at Woodinville, Washington.



Car A. Jacob
Notary Public in and for the State of washington
residing at Woodinville

STATE OF washington

County of King

On this 6 day of July, A. D. 1971, before me, the undersigned, a Notary Public in and for the State of washington, duly commissioned and sworn personally appeared A. H. Rieger, Lila Rieger

to me known to be the individual s. described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and seal this 6 day of July, 1971, at Woodinville, Washington.



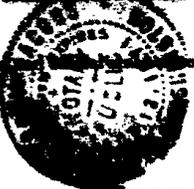
Car A. Jacob
Notary Public in and for the State of washington
residing at Woodinville

(Acknowledgment by Individual. Washington Title Insurance Company. Form L 28)

7109020406

STATE OF Washington
County of King ss.

On this 6 day of July A. D. 1971, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Yin-Long Ting, JERRIA TING to me known to be the individual s described in and who executed the foregoing instrument, and acknowledged to me that she signed and sealed the said instrument as theirs free and voluntary act and deed for the uses and purposes therein mentioned.



WITNESS my hand and seal this 6 day of July A. D. 1971 at Woodinville, Washington.

Cam A. Jacobs
Notary Public in and for the State of Washington
residing at Woodinville

STATE OF Washington
County of King ss.

On this 6 day of July A. D. 1971, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Wallace C. Busch, Judith I. Busch to me known to be the individual s described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as theirs free and voluntary act and deed for the uses and purposes therein mentioned.

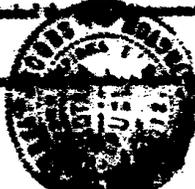


WITNESS my hand and seal this 6 day of July A. D. 1971 at Woodinville, Washington.

Cam A. Jacobs
Notary Public in and for the State of Washington
residing at Woodinville

STATE OF Washington
County of King ss.

On this 21 day of June A. D. 1971, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Charles H. Bauer, Marilyn H. Bauer to me known to be the individual s described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as theirs free and voluntary act and deed for the uses and purposes therein mentioned.



WITNESS my hand and seal this 21 day of June A. D. 1971 at Woodinville, Washington.

Cam A. Jacobs
Notary Public in and for the State of Washington
residing at Woodinville

(Acknowledgment by Individual, Washington Title Insurance Company, Form L 28)

7109020406

STATE OF washington
County of King ss.

On this 21 day of June A. D. 19 71, before me, the undersigned, a Notary Public in and for the State of washington duly commissioned and sworn personally appeared LeRoy W. Nuebler, Ray Nuebler

to me known to be the individual s described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and seal this 21 day of June 1971 and hereto affixed the day and year in this certificate above written.



Can A Jacobs
Notary Public in and for the State of washington
residing at Woodinville

STATE OF washington
County of King ss.

On this 24 day of JUNE A. D. 1971, before me, the undersigned, a Notary Public in and for the State of washington duly commissioned and sworn personally appeared Gary J. Kapphann, Jane A. Kapphann

to me known to be the individual s described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and seal this 24 day of JUNE 1971 and hereto affixed the day and year in this certificate above written.



Can A Jacobs
Notary Public in and for the State of washington
residing at Woodinville

STATE OF washington
County of King ss.

On this 21 day of June A. D. 19 71, before me, the undersigned, a Notary Public in and for the State of washington duly commissioned and sworn personally appeared Donald A. Pahl, Linda M. Pahl

to me known to be the individual s described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and seal this 21 day of June 1971 and hereto affixed the day and year in this certificate above written.



Can A Jacobs
Notary Public in and for the State of washington
residing at Woodinville

(Acknowledgment by Individual. Washington Title Insurance Company. Form L 28)

7109020406

STATE OF Washington

County of King

On this 21 day of June A. D. 1971, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared John E. DuGay, Marlene W. DuGay

to me known to be the individual A. described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal this 21 day of June A. D. 1971.



Car A. Jacobs
Notary Public in and for the State of Washington
residing at Woodinville

STATE OF Washington

County of King

On this 21 day of June A. D. 1971, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Herbert J. Schlichtmann, Jeanine S. Schlichtmann

to me known to be the individual B. described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal this 21 day of June A. D. 1971.



Car A. Jacobs
Notary Public in and for the State of Washington
residing at Woodinville

STATE OF Washington

County of King

On this 21 day of June A. D. 1971, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Thomas G. Gaffney, Jenise Gaffney

to me known to be the individual C. described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal this 21 day of June A. D. 1971.



Car A. Jacobs
Notary Public in and for the State of Washington
residing at Woodinville

(Authorized by Individual, Washington Title Insurance Company, Form T. 28)

PROTECTIVE COVENANTS

THIS INSTRUMENT AND DECLARATION OF COVENANTS RUNNING WITH THE LAND, MADE THIS
10th DAY OF March 19 66 BY

WITNESSETH:

WHEREAS, SAID PARTIES ARE THE OWNERS IN FEE OF WELLINGTON HILLS ESTATES
AN ADDITION TO KING COUNTY, WASHINGTON, AS RECORDED IN VOLUME 79 OF PLATS,
PAGE 77 & 78, RECORDS OF KING COUNTY, WHICH PROPERTY IS LOCATED IN KING COUNTY,
WASHINGTON, AND

WHEREAS, IT IS THE DESIRE OF SAID PARTIES THAT SAID COVENANTS BE RECORDED
AND THAT SAID PROTECTIVE COVENANTS BE THEREBY IMPRESSED UPON SAID LAND, NOW, THERE-
FORE,

IT IS HEREBY MADE KNOWN THAT SAID PARTIES DO BY THESE PRESENTS MAKE, ESTABLISH
CONFIRM AND HEREBY IMPRESS UPON WELLINGTON HILLS ESTATES, AN ADDITION TO KING COUNTY,
WASHINGTON, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 79 OF PLATS, PAGE 77 & 78,
RECORDS OF KING COUNTY, WASHINGTON, WHICH PROPERTY IS ALL LOCATED IN KING COUNTY,
WASHINGTON, THE FOLLOWING PROTECTIVE COVENANTS TO RUN WITH SAID LAND, AND TO BIND
SAID PARTIES AND ALL OF THEIR FUTURE GRANTEEES, ASSIGNEES AND SUCCESSORS TO SAID
COVENANTS FOR THE TERM HEREINAFTER STATED AND AS FOLLOWS:

1. THE AREA COVERED BY THESE COVENANTS IS THE ENTIRE AREA DESCRIBED ABOVE.

2. NO LOT SHALL BE USED EXCEPT FOR RESIDENTIAL PURPOSES. NO BUILDING SHALL
BE ERRECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON ANY LOT OTHER THAN ONE DETACH-
ED SINGLE-FAMILY DWELLING NOT TO EXCEED 35.00 FEET IN HEIGHT AND A PRIVATE
GARAGE FOR NOT MORE THAN THREE CARS.

3. NO BUILDING SHALL BE ERRECTED, PLACED OR ALTERED ON ANY LOT UNTIL THE
CONSTRUCTION PLANS AND SPECIFICATIONS AND A PLAN SHOWING THE LOCATION OF THE STRUCTURE
HAVE BEEN APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AS TO QUALITY OF WORKMAN-
SHIP AND MATERIALS, HARMONY OF EXTERNAL DESIGN WITH EXISTING STRUCTURES, AND AS TO
LOCATION WITH RESPECT TO TOPOGRAPHY AND FINISH GRADE ELEVATION. THE ARCHITECTURAL
CONTROL COMMITTEE IS NEIL ESHLEMAN, O. E. ESHLEMAN AND MAYNARD HANSON.

A MAJORITY OF THE COMMITTEE MAY DESIGNATE A REPRESENTATIVE TO ACT FOR IT.
IN THE EVENT OF DEATH OR RESIGNATION OF ANY MEMBER OF THE COMMITTEE, THE REMAINING
MEMBERS SHALL HAVE FULL AUTHORITY TO DESIGNATE A SUCCESSOR. AT ANY TIME, THE TITLE
REGARD OWNERS OF A MAJORITY OF THE LOTS SHALL HAVE THE POWER THROUGH A DULY REVOCABLE
WRITTEN INSTRUMENT TO CHANGE THE MEMBERSHIP OF THE COMMITTEE OR TO WITHDRAW FROM
THE COMMITTEE OR RESTORE TO IT ANY OF ITS POWERS AND DUTIES.

THE COMMITTEE'S APPROVAL OR DISAPPROVAL AS REQUIRED IN THESE COVENANTS SHALL
BE IN WRITING. IN THE EVENT THE COMMITTEE, OR ITS DESIGNATED REPRESENTATIVE, FAILS
TO APPROVE OR DISAPPROVE WITHIN 30 DAYS AFTER PLANS AND SPECIFICATIONS HAVE BEEN
SUBMITTED TO IT, OR IN ANY EVENT, IF NO SUIT TO ENJOIN THE CONSTRUCTION HAS BEEN
COMMENCED PRIOR TO THE COMPLETION THEREOF, APPROVAL WILL NOT BE REQUIRED AND THE IM-
POSED COVENANTS SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.

4. NO DWELLING SHALL BE PERMITTED ON ANY LOT AT A COST OF LESS THAN \$10,000
(EXCLUSIVE OF LAND), BASED UPON COST LEVELS PREVAILING ON THE DATE THESE COVENANTS
WERE RECORDED, IT BEING THE INTENTION AND PURPOSE OF THE COVENANT TO ASSURE THAT ALL
DWELLINGS SHALL BE OF A QUALITY OF WORKMANSHIP AND MATERIALS SUBSTANTIALLY THE SAME
OR BETTER THAN THAT WHICH CAN BE PRODUCED ON THE DATE THESE COVENANTS ARE RECORDED
AT THE MINIMUM COST STATED HEREBY FOR THE MINIMUM PERMITTED DWELLING SITE. THE
GROUND FLOOR AREA OF THE MAIN STRUCTURE, EXCLUSIVE OF ONE STORY OPEN PORCHES
OR GARAGES, SHALL BE NOT LESS THAN 1,000 SQUARE FEET FOR A ONE-STORY DWELLING WITH
BASEMENT, OR LESS THAN 1,000 SQUARE FEET FOR A DWELLING OF MORE THAN ONE STORY, OR
LESS THAN 1350 SQUARE FEET FOR A ONE-STORY HAMBLER.

5. NO BUILDING SHALL BE LOCATED ON ANY LOT NEARER TO THE FRONT LOT LINE OR
NEARER TO THE SIDE STREET THAN THE MINIMUM BUILDING SETBACK LINES SHOWN ON THE PLAT

THIS INSTRUMENT AND DECLARATION OF COVENANTS RUNNING WITH THE LAND, MADE THIS
10th DAY OF ~~APRIL~~ 19 ~~68~~ BY

WITNESSETH:

WHEREAS, SAID PARTIES ARE THE OWNERS IN FEE OF WELLINGTON HILLS ESTATES AN ADDITION TO KING COUNTY, WASHINGTON, AS RECORDED IN VOLUME 79 OF PLATS, PAGE 77 & 78 RECORDS OF KING COUNTY, WHICH PROPERTY IS LOCATED IN KING COUNTY, WASHINGTON; AND

WHEREAS, IT IS THE DESIRE OF SAID PARTIES THAT SAID COVENANTS BE RECORDED AND THAT SAID PROTECTIVE COVENANTS BE THEREBY IMPRESSED UPON SAID LAND, NOW, THEREFORE,

IT IS HEREBY MADE KNOWN THAT SAID PARTIES DO BY THESE PRESENTS MAKE, ESTABLISH CONFIRM AND HEREBY IMPRESS UPON WELLINGTON HILLS ESTATES, AN ADDITION TO KING COUNTY, WASHINGTON, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 79 OF PLATS, PAGE 77 & 78 RECORDS OF KING COUNTY, WASHINGTON, WHICH PROPERTY IS ALL LOCATED IN KING COUNTY, WASHINGTON, THE FOLLOWING PROTECTIVE COVENANTS TO RUN WITH SAID LAND, AND DO HEREBY BIND SAID PARTIES AND ALL OF THEIR FUTURE GRANTEEES, ASSIGNEES AND SUCCESSORS TO SAID COVENANTS FOR THE TERM HEREINAFTER STATED AND AS FOLLOWS:

1. THE AREA COVERED BY THESE COVENANTS IS THE ENTIRE AREA DESCRIBED ABOVE.
2. NO LOT SHALL BE USED EXCEPT FOR RESIDENTIAL PURPOSES. NO BUILDING SHALL BE ERRECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON ANY LOT OTHER THAN ONE DETACHED SINGLE-FAMILY DWELLING NOT TO EXCEED 35.00 FEET IN HEIGHT AND A PRIVATE GARAGE FOR NOT MORE THAN THREE CARS.
3. NO BUILDING SHALL BE ERRECTED, PLACED OR ALTERED ON ANY LOT UNTIL THE CONSTRUCTION PLANS AND SPECIFICATIONS AND A PLAN SHOWING THE LOCATION OF THE STRUCTURE HAVE BEEN APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AS TO QUALITY OF WORKMANSHIP AND MATERIALS, HARMONY OF EXTERNAL DESIGN WITH EXISTING STRUCTURES AND AS TO LOCATION WITH RESPECT TO TOPOGRAPHY AND FINISH GRADE ELEVATION. THE ARCHITECTURAL CONTROL COMMITTEE IS NEIL ESHLEMAN, O. E. ESHLEMAN AND MAYNARD HANSON.

A MAJORITY OF THE COMMITTEE MAY DESIGNATE A REPRESENTATIVE TO ACT FOR IT. IN THE EVENT OF DEATH OR RESIGNATION OF ANY MEMBER OF THE COMMITTEE, THE REMAINING MEMBERS SHALL HAVE FULL AUTHORITY TO DESIGNATE A SUCCESSOR. AT ANY TIME, THE THEN RECORD OWNERS OF A MAJORITY OF THE LOTS SHALL HAVE THE POWER THROUGH A DULY RECORDED WRITTEN INSTRUMENT TO CHANGE THE MEMBERSHIP OF THE COMMITTEE OR TO WITHDRAW FROM THE COMMITTEE OR RESTORE TO IT ANY OF ITS POWERS AND DUTIES.

THE COMMITTEE'S APPROVAL OR DISAPPROVAL AS REQUIRED IN THESE COVENANTS SHALL BE IN WRITING. IN THE EVENT THE COMMITTEE, OR ITS DESIGNATED REPRESENTATIVE, FAILS TO APPROVE OR DISAPPROVE WITHIN 30 DAYS AFTER PLANS AND SPECIFICATIONS HAVE BEEN SUBMITTED TO IT, OR IN ANY EVENT, IF NO SUIT TO ENJOIN THE CONSTRUCTION HAS BEEN COMMENCED PRIOR TO THE COMPLETION THEREOF, APPROVAL WILL NOT BE REQUIRED AND THE RELATED COVENANTS SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.

4. NO DWELLING SHALL BE PERMITTED ON ANY LOT AT A COST OF LESS THAN \$15,000 (EXCLUSIVE OF LAND), BASED UPON COST LEVELS PREVAILING ON THE DATE THESE COVENANTS ARE RECORDED, IT BEING THE INTENTION AND PURPOSE OF THE COVENANT TO ASSURE THAT ALL DWELLINGS SHALL BE OF A QUALITY OF WORKMANSHIP AND MATERIALS SUBSTANTIALLY THE SAME OR BETTER THAN THAT WHICH CAN BE PRODUCED ON THE DATE THESE COVENANTS ARE RECORDED AT THE MINIMUM COST STATED HEREIN FOR THE MINIMUM PERMITTED DWELLING SITE. THE GROUND FLOOR AREA OF THE MAIN STRUCTURE, EXCLUSIVE OF ONE STORY OPEN PORCHES AND GARAGES, SHALL BE NOT LESS THAN 1,000 SQUARE FEET FOR A ONE-STORY DWELLING, WITH BASEMENT, NOR LESS THAN 1,000 SQUARE FEET FOR A DWELLING OF MORE THAN ONE STORY, NOR LESS THAN 1350 SQUARE FEET FOR A ONE-STORY RAMBLER.

5. NO BUILDING SHALL BE LOCATED ON ANY LOT NEARER TO THE FRONT LOT LINE OR NEARER TO THE SIDE STREET THAN THE MINIMUM BUILDING SETBACK LINES SHOWN ON THE RECORDED

11-28-57

5. NO DWELLING SHALL BE ERRECTED OR PLACED ON ANY LOT NEARER THAN 25.00 FEET TO THE FRONT LOT LINE, ANY SIDE STREET LINE, OR ANY SIDE STREET LINE. NO BUILDING SHALL BE LOCATED NEARER THAN 10.00 FEET TO THE REAR LOT LINE, FOR THE PURPOSES OF THIS ORDINANCE, EASEMENTS SHALL NOT BE CONSIDERED AS A PART OF A BUILDING SETBACK LINE. THIS SHALL NOT BE CONSTRUED TO PERMIT ANY PORTION OF A BUILDING ON A LOT TO ENCRMBACH UPON ANOTHER LOT.

6. NO DWELLING SHALL BE ERRECTED OR PLACED ON ANY LOT HAVING A WIDTH OF LESS THAN 75.00 FEET AT THE MINIMUM BUILDING SETBACK LINE, NOR SHALL ANY DWELLING BE ERRECTED OR PLACED ON ANY LOT HAVING AN AREA OF LESS THAN 15,000 SQUARE FEET. NO LOT SHALL BE SUBDIVIDED UNTIL SUCH TIME AS PUBLIC SEWER FACILITIES ARE PROVIDED.

7. EASEMENTS FOR DRAINAGE FACILITIES ARE RESERVED OVER A 2 $\frac{1}{2}$ -FOOT WIDE STRIP ALONG EACH SIDE OF INTERIOR LOT LINES AND OVER THE REAR FIVE FEET OF EACH LOT. EASEMENTS FOR INSTALLATION AND MAINTENANCE OF OTHER UTILITIES ARE RESERVED AS SHOWN ON THE RECORDED PLAT OR OTHER INSTRUMENT OF PUBLIC RECORD. WITHIN THESE EASEMENTS, NO STRUCTURE, PLANTING OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY DAMAGE OR INTERFERE WITH THE INSTALLATION AND MAINTENANCE OF UTILITIES, OR WHICH MAY CHANGE THE DIRECTION OF FLOW OF DRAINAGE CHANNELS IN THE EASEMENTS, OR WHICH MAY OBSTRUCT OR RETARD THE FLOW OF WATER THROUGH DRAINAGE CHANNELS IN THE EASEMENTS. THE EASEMENT AREA OF EACH LOT AND ALL IMPROVEMENTS IN IT SHALL BE MAINTAINED CONTINUOUSLY BY THE OWNER OF THE LOT, EXCEPT FOR THOSE IMPROVEMENTS FOR WHICH A PUBLIC AUTHORITY OR UTILITY COMPANY IS RESPONSIBLE.

8. NO FENCE, WALL OR HEDGE SHALL BE ERRECTED, PLACED OR ALTERED ON ANY LOT NEARER TO ANY STREET THAN THE BUILDING SETBACK LINE, EXCEPT THAT NOTHING SHALL PREVENT THE ERRECTION OF A NECESSARY RETAINING WALL, THE TOP OF WHICH DOES NOT EXTEND MORE THAN TWO FEET ABOVE THE FINISHED GRADE AT THE BACK OF SAID WALL, EXCEPT FOR DECORATIVE OPEN TYPE FENCES NOT TO EXCEED THREE FEET IN HEIGHT.

9. NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR MAY BECOME ANNUYANCE OR NUISANCE TO THE NEIGHBORHOOD.

10. NO STRUCTURE OF A TEMPORARY CHARACTER, TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN OR ANY OTHER OUTBUILDING SHALL BE USED ON ANY LOT AT ANY TIME AS A RESIDENCE, EITHER TEMPORARILY OR PERMANENTLY.

11. ANY DWELLING OR STRUCTURE ERRECTED OR PLACED ON ANY LOT IN THIS SUBDIVISION SHALL BE COMPLETED AS TO EXTERNAL APPEARANCE, INCLUDING FINISH PAINTING, WITHIN SIX MONTHS FROM DATE OF START OF CONSTRUCTION EXCEPT FOR REASONS BEYOND CONTROL IN WHICH CASE A LONGER PERIOD MAY BE PERMITTED.

12. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE PROFESSIONAL SIGN OF NOT MORE THAN ONE SQUARE FOOT, ONE SIGN OF NOT MORE THAN FIVE SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT, OR SIGNS USED BY A BUILDER OR REALTOR TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD.

13. NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE RAISED, BREED OR KEPT ON ANY LOT EXCEPT THAT DOGS, CATS OR OTHER HOUSEHOLD PETS MAY BE KEPT, PROVIDED THAT THEY ARE NOT KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSE.

14. NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR TRASH, RUBBISH, TRASH, GARBAGE OR OTHER WASTE SHALL NOT BE KEPT EXCEPT IN SANITARY CONTAINERS. ALL GENERATORS OR OTHER EQUIPMENT FOR THE STORAGE OR DISPOSAL OF SUCH MATERIAL SHALL BE KEPT IN A CLEAN AND SANITARY CONDITION.

15. NO OIL DRILLING, OIL DEVELOPMENT OPERATIONS, OIL REFINING, QUARRIES OR MINING OPERATIONS OF ANY KIND SHALL BE PERMITTED UPON OR IN ANY LOT, NOR SHALL OIL WELLS, TANKS, TUNNELS, MINERAL EXCAVATIONS OR SHAFTS BE PERMITTED UPON OR IN ANY LOT. NO DERRICK OR OTHER STRUCTURE DESIGNED FOR USE IN DRILLING FOR OIL OR NATURAL GAS SHALL BE ERRECTED, MAINTAINED OR PERMITTED UPON ANY LOT.

16. NO INDIVIDUAL WATER SUPPLY SYSTEM SHALL BE PERMITTED ON ANY LOT UNLESS THE SYSTEM IS DESIGNED, LOCATED AND CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS,

NO DWELLING SHALL BE ERRECTED OR PLACED ON ANY LOT HAVING A WIDTH OF LESS THAN 75 FEET AT THE REAR BUILDING SETBACK LINE, NOR SHALL ANY DWELLING BE ERRECTED OR PLACED ON ANY LOT HAVING AN AREA OF LESS THAN 15,000 SQUARE FEET. NO LOT SHALL BE SUBDIVIDED UNTIL SUCH TIME AS PUBLIC SEWER FACILITIES ARE PROVIDED.

NO DWELLING SHALL BE ERRECTED OR PLACED ON ANY LOT HAVING A WIDTH OF LESS THAN 75 FEET AT THE REAR BUILDING SETBACK LINE, NOR SHALL ANY DWELLING BE ERRECTED OR PLACED ON ANY LOT HAVING AN AREA OF LESS THAN 15,000 SQUARE FEET. NO LOT SHALL BE SUBDIVIDED UNTIL SUCH TIME AS PUBLIC SEWER FACILITIES ARE PROVIDED.

EASEMENTS ARE RESERVED OVER A 2¹-FOOT WIDE STRIP ALONG EACH SIDE OF INTERIOR LOT LINES AND OVER THE REAR FIVE FEET OF EACH LOT. EASEMENTS FOR INSTALLATION AND MAINTENANCE OF OTHER UTILITIES ARE RESERVED AS SHOWN ON THE RECORDED PLAN OR OTHER INSTRUMENT OF PUBLIC RECORD. WITHIN THESE EASEMENTS, NO STRUCTURE, PLANTING OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY DAMAGE OR INTERFERE WITH THE INSTALLATION AND MAINTENANCE OF UTILITIES, OR WHICH MAY CHANGE THE DIRECTION OF FLOW OF DRAINAGE CHANNELS IN THE EASEMENTS, OR WHICH MAY OBSTRUCT OR RETARD THE FLOW OF WATER THROUGH DRAINAGE CHANNELS IN THE EASEMENTS. THE EASEMENT AREA OF EACH LOT AND ALL IMPROVEMENTS IN IT SHALL BE MAINTAINED CONTINUOUSLY BY THE OWNER OF THE LOT, EXCEPT FOR THOSE IMPROVEMENTS FOR WHICH A PUBLIC AUTHORITY OR UTILITY COMPANY IS RESPONSIBLE.

8. NO FENCE, WALL OR HEDGE SHALL BE ERRECTED, PLACED OR ALTERED ON ANY LOT NEARER TO ANY STREET THAN THE BUILDING SETBACK LINE, EXCEPT THAT NOTHING SHALL PREVENT THE ERRECTION OF A NECESSARY RETAINING WALL, THE TOP OF WHICH DOES NOT EXTEND MORE THAN TWO FEET ABOVE THE FINISHED GRADE AT THE BACK OF SAID WALL, EXCEPT FOR DECORATIVE OPEN TYPE FENCES NOT TO EXCEED THREE FEET IN HEIGHT.

9. NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR MAY BECOME ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

10. NO STRUCTURE OF A TEMPORARY CHARACTER, TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN OR ANY OTHER OUTBUILDING SHALL BE USED ON ANY LOT AT ANY TIME AS A RESIDENCE, EITHER TEMPORARILY OR PERMANENTLY.

11. ANY DWELLING OR STRUCTURE ERRECTED OR PLACED ON ANY LOT IN THIS SUBDIVISION SHALL BE COMPLETED AS TO EXTERNAL APPEARANCE, INCLUDING FINISH PAINTING, WITHIN 9 MONTHS FROM DATE OF START OF CONSTRUCTION EXCEPT FOR REASONS BEYOND CONTROL IN WHICH CASE A LONGER PERIOD MAY BE PERMITTED.

12. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE PROFESSIONAL SIGN OF NOT MORE THAN ONE SQUARE FOOT, ONE SIGN OF NOT MORE THAN FIVE SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT, OR SIGNS USED BY A BUILDER OR REALTOR TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD.

13. NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE RAISED, BRED OR KEPT ON ANY LOT EXCEPT THAT DOGS, CATS OR OTHER HOUSEHOLD PETS MAY BE KEPT, PROVIDED THAT THEY ARE NOT KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSE.

14. NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH; TRASH, GARBAGE OR OTHER WASTE SHALL NOT BE KEPT EXCEPT IN SANITARY CONTAINERS. ALL INCINERATORS OR OTHER EQUIPMENT FOR THE STORAGE OR DISPOSAL OF SUCH MATERIAL SHALL BE KEPT IN A CLEAN AND SANITARY CONDITION.

15. NO OIL DRILLING, OIL DEVELOPMENT OPERATIONS, OIL REFINING, QUARRYING OR MINING OPERATIONS OF ANY KIND SHALL BE PERMITTED UPON OR IN ANY LOT, NOR SHALL OIL WELLS, TANKS, TUNNELS, MINERAL EXCAVATIONS OR SHAFTS BE PERMITTED UPON OR IN ANY LOT. NO DERRICK OR OTHER STRUCTURE DESIGNED FOR USE IN BORING FOR OIL OR NATURAL GAS SHALL BE ERRECTED, MAINTAINED OR PERMITTED UPON ANY LOT.

16. NO INDIVIDUAL WATER SUPPLY SYSTEM SHALL BE PERMITTED ON ANY LOT UNLESS THE SYSTEM IS DESIGNED, LOCATED AND CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS,

PLAT. IN ANY EVENT NO BUILDING SHALL BE ERRECTED ON ANY LOT NEARER THAN 25.00 FEET TO THE FRONT LOT LINE, OR NEARER THAN 20 FEET TO ANY SIDE STREET LINE. NO BUILDING SHALL BE LOCATED NEARER THAN 5 FEET TO AN INTERIOR LOT LINE. NO DWELLING SHALL BE LOCATED ON ANY INTERIOR LOT NEARER THAN 25 FEET TO THE REAR LOT LINE. FOR THE PURPOSES OF THIS COVENANT, EAVES, STEPS AND OPEN PORCHES SHALL NOT BE CONSIDERED AS A PART OF A BUILDING, PROVIDED, HOWEVER, THAT THIS SHALL NOT BE CONSTRUED TO PERMIT ANY PORTION OF A BUILDING ON A LOT TO ENCRDACH UPON ANOTHER LOT.

6. NO DWELLING SHALL BE ERRECTED OR PLACED ON ANY LOT HAVING A WIDTH OF LESS THAN 75.00 FEET AT THE MINIMUM BUILDING SETBACK LINE, NOR SHALL ANY DWELLING BE ERRECTED OR PLACED ON ANY LOT HAVING AN AREA OF LESS THAN 15,000 SQUARE FEET. NO LOT SHALL BE SUBDIVIDED UNTIL SUCH TIME AS PUBLIC SEWER FACILITIES ARE PROVIDED.

7. EASEMENTS FOR DRAINAGE FACILITIES ARE RESERVED OVER A 12-FOOT WIDE STRIP ALONG EACH SIDE OF INTERIOR LOT LINES AND OVER THE REAR FIVE FEET OF EACH LOT. EASEMENTS FOR INSTALLATION AND MAINTENANCE OF OTHER UTILITIES ARE RESERVED AS SHOWN ON THE RECORDED PLAT OR OTHER INSTRUMENT OF PUBLIC RECORD. WITHIN THESE EASEMENTS NO STRUCTURE, PLANTING OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY DAMAGE OR INTERFERE WITH THE INSTALLATION AND MAINTENANCE OF UTILITIES OR WHICH MAY CHANGE THE DIRECTION OF FLOW OF DRAINAGE CHANNELS IN THE EASEMENTS, OR WHICH MAY OBSTRUCT OR RETARD THE FLOW OF WATER THROUGH DRAINAGE CHANNELS IN THE EASEMENT AREA OF EACH LOT AND ALL IMPROVEMENTS IN IT SHALL BE MAINTAINED AND REPAIRED EXCEPT BY THE OWNER OF THE LOT, EXCEPT FOR THOSE IMPROVEMENTS FOR WHICH THE AUTHORITY OR UTILITY COMPANY IS RESPONSIBLE.

8. NO FENCE, WALL OR HEDGE SHALL BE ERRECTED, PLACED OR ALTERED ON ANY LOT NEARER TO ANY STREET THAN THE BUILDING SETBACK LINE, EXCEPT THAT NOTHING SHALL PREVENT THE ERRECTION OF A NECESSARY RETAINING WALL, THE TOP OF WHICH LOGS TO BE NOT MORE THAN TWO FEET ABOVE THE FINISHED GRADE AT THE BACK OF SAID WALL, EXCEPT FOR ORNATIVE OPEN TYPE FENCES NOT TO EXCEED THREE FEET IN HEIGHT.

9. NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR MAY BECOME ANNOYANCE OR INCONVENIENCE TO THE NEIGHBORHOOD.

10. NO STRUCTURE OF A TEMPORARY CHARACTER, TRAILER, BASEMENT, TENT, SHED, GARAGE, BARN OR ANY OTHER OUTBUILDING SHALL BE USED ON ANY LOT AT ANY TIME AS A RESIDENCE, EITHER TEMPORARILY OR PERMANENTLY.

11. ANY DWELLING OR STRUCTURE ERRECTED OR PLACED ON ANY LOT IN THE COURSE OF CONSTRUCTION SHALL BE COMPLETED AS TO EXTERIAL APPEARANCE, INCLUDING FINISH PAINTING, WITHIN SIX MONTHS FROM DATE OF START OF CONSTRUCTION EXCEPT FOR REASONS BEYOND THE CONTROL OF THE OWNER IN WHICH CASE A LONGER PERIOD MAY BE PERMITTED.

12. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE PROFESSIONAL SIGN OF NOT MORE THAN ONE SQUARE FOOT, ONE SIGN OF NOT MORE THAN FIVE SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT, OR SIGN USED BY THE BUILDER OR REALTOR TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALE OF THE LOT.

13. NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE KEPT, REARED OR KEPT ON ANY LOT EXCEPT THAT DOGS, CATS OR OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSE.

14. NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING PLACE FOR WASTE MATERIALS. TRASH, WASTE OR OTHER WASTE SHALL NOT BE KEPT EXCEPT IN SANITARY CONTAINERS OR REFRIGERATORS OR OTHER EQUIPMENT FOR THE STORAGE OR DISPOSAL OF SUCH WASTE MATERIALS IN A CLEAN AND SANITARY CONDITION.

15. NO OIL DRILLING, OIL DEVELOPMENT OPERATIONS, OIL REFINING, OIL PROCESSING OR OTHER OPERATIONS OF ANY KIND SHALL BE PERMITTED UPON OR IN ANY LOT, AND NO OIL WELLS, TANKS, TUNNELS, MINERAL EXCAVATIONS OR SHAFTS BE PERMITTED UPON ANY LOT. NO DERRICK OR OTHER STRUCTURE DESIGNED FOR OIL DRILLING OR OIL PROCESSING SHALL BE ERRECTED, MAINTAINED OR PERMITTED UPON ANY LOT.

16. NO INDIVIDUAL WATER SUPPLY SYSTEM SHALL BE PERMITTED OR ERRECTED UNLESS THE SYSTEM IS DESIGNED, LOCATED AND CONSTRUCTED IN ACCORDANCE WITH THE REGULATIONS

STANDARDS AND RECOMMENDATIONS OF KING COUNTY HEALTH DEPARTMENT. APPROVAL OF SUCH SYSTEM AS INSTALLED SHALL BE OBTAINED FROM SUCH AUTHORITY.

17. NO INDIVIDUAL SEWAGE DISPOSAL SYSTEM SHALL BE PERMITTED ON ANY LOT UNLESS THE SYSTEM IS DESIGNED, LOCATED AND CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS, STANDARDS AND RECOMMENDATIONS OF KING COUNTY HEALTH DEPARTMENT. APPROVAL OF SUCH SYSTEM AS INSTALLED SHALL BE OBTAINED FROM SUCH AUTHORITY.

18. THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM FOR A PERIOD OF THIRTY YEARS FROM THE DATE THESE COVENANTS ARE RECORDED, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIOD OF 10 YEARS UNLESS AN INSTRUMENT SIGNED BY A MAJORITY OF THE THEN-OWNERS OF THE LOTS HAS BEEN RECORDED, AGREEING TO CHANGE SAID COVENANTS IN WHOLE OR IN PART.

19. ENFORCEMENT SHALL BE BY PROCEEDINGS AT LAW OR IN EQUITY AGAINST ANY PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY COVENANT EITHER TO RESTRAIN VIOLATION OR TO RECOVER DAMAGES.

20. INVALIDATION OF ANY ONE OF THESE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WISE AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF THE UNDERSIGNED HAVE AFFIXED THEIR SIGNATURES.

[Handwritten signatures]

ESHEMAN CONSTRUCTION COMPANY

BY:

SECURITIES MORTGAGE COMPANY

BY:

[Handwritten signature]

Vice President

STANDARDS AND RECOMMENDATIONS OF _____ APPROVAL OF SUCH SYSTEM AS INSTALLED SHALL BE OBTAINED FROM SUCH AUTHORITY.

17. NO INDIVIDUAL SEWAGE DISPOSAL SYSTEM SHALL BE PERMITTED ON ANY LOT UNLESS THE SYSTEM IS DESIGNED, LOCATED AND CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS, STANDARDS AND RECOMMENDATIONS OF _____ HEALTH DEPARTMENT. APPROVAL OF SUCH SYSTEM AS INSTALLED SHALL BE OBTAINED FROM SUCH AUTHORITY.

18. THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM FOR A PERIOD OF THIRTY YEARS FROM THE DATE THESE COVENANTS ARE RECORDED, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF 10 YEARS UNLESS AN INSTRUMENT SIGNED BY A MAJORITY OF THE THEN-OWNERS OF THE LOTS HAS BEEN RECORDED, AGREEING TO CHANGE SAID COVENANTS IN WHOLE OR IN PART.

19. ENFORCEMENT SHALL BE BY PROCEEDINGS AT LAW OR IN EQUITY AGAINST ANY PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY COVENANT EITHER TO RESTRAIN VIOLATION OR TO RECOVER DAMAGES.

20. INVALIDATION OF ANY ONE OF THESE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WISE AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF THE UNDERSIGNED HAVE AFFIXED THEIR SIGNATURES.

Handwritten signatures and names, including "Eshleman Construction Company" and "Securities Mortgage Company".

ESHLEMAN CONSTRUCTION COMPANY

BY:

Handwritten signature of Eshleman Construction Company representative.

SECURITIES MORTGAGE COMPANY

BY:

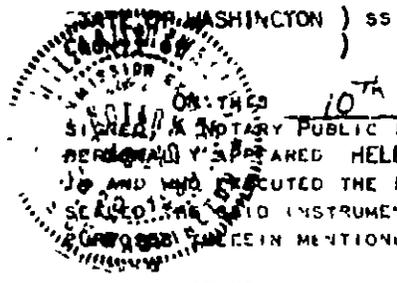
Handwritten signature of Securities Mortgage Company representative.
Vice President

... 1966, BEFORE ME, THE UNDER-
SIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COM-
MISSIONED AND PERSONALLY APPEARED WILLIAM G. ... AND JUNE G. CHLEMAN, HIS
WIFE, TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING
AND SEALED THE SAID INSTRUMENT AS
AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.



WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR FIRST
... TEN.

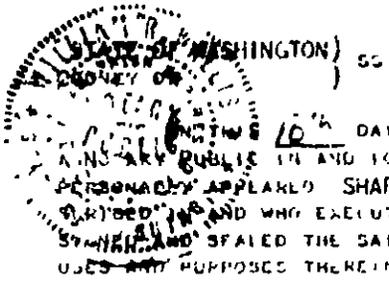
William G. ...
NOTARY PUBLIC IN AND FOR THE STATE OF
WASHINGTON, RESIDING AT Seattle



ON THE 10th DAY OF March A. D. 1966, BEFORE ME, THE UNDER-
SIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON DULY COMMISSIONED AND PERSON-
ALLY APPEARED HELEN WIDDOP, A WIDOW, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN
AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT SHE SIGNED SAID
INSTRUMENT AS HER FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND
PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR FIRST
ABOVE WRITTEN.

Helen Widdop
NOTARY PUBLIC IN AND FOR THE STATE OF
WASHINGTON, RESIDING AT Seattle



ON THE 10th DAY OF March A. D. 1966, BEFORE ME, THE UNDER-
SIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON DULY COMMISSIONED AND PERSON-
ALLY APPEARED SHARON WIDDOP, A MINOR, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN
AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT SHE SIGNED SAID
INSTRUMENT AS HER FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND
PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR FIRST
ABOVE WRITTEN.

Sharon Widdop
NOTARY PUBLIC IN AND FOR THE STATE OF
WASHINGTON, RESIDING AT Seattle

[REDACTED]
[REDACTED]
[REDACTED] DAY AND YEAR FIRST
[REDACTED] FOR THE STATE OF
[REDACTED] AT [REDACTED]



DAY OF _____ A. D., 1966, BEFORE ME, THE UNDER-
BY WASHINGTON DULY COMMISSIONED AND SWORN
TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED
IN THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT SHE SIGNED A ID
INSTRUMENT AS HER FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND
PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR FIRST
ABOVE WRITTEN.

William R. Waller
NOTARY PUBLIC IN AND FOR THE STATE OF
WASHINGTON, RESIDING AT *Bellevue*



(WASHINGTON), ss
____th DAY OF *March* A.D. 1966, BEFORE ME, THE UNDER-
IN AND FOR THE STATE OF *Washington* DULY COMMISSIONED AND SWORN
TO ME KNOWN TO BE THE INDIVIDUAL DE-
SCRIBED IN THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SHE
SIGNED AND EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SHE
SIGNED AND EXECUTED THE SAID INSTRUMENT AS HER FREE AND VOLUNTARY ACT AND DEED FOR THE
USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR FIRST A D
WRITTEN.

William R. Waller
NOTARY PUBLIC IN AND FOR THE STATE OF
WASHINGTON, RESIDING AT *Bellevue*

STATE OF WASHINGTON } ss
COUNTY OF

ON THIS 10th DAY OF March A.D., 1966, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF Washington, personally appeared NEIL O. FOLEMAN and JUNE S. FOLEMAN, WIFE, to me known to be the individuals described in and who executed the said instrument and acknowledged to me that they signed and caused the said instrument to be signed and voluntary act and deed for the uses and purposes therein expressed.



WITNESSED BY MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND DATE FIRST WRITTEN.

[Signature]
NOTARY PUBLIC
WASHINGTON, WASHINGTON

STATE OF WASHINGTON) ss
COUNTY OF)
ON THIS 10th DAY OF March A.D., 1966, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF Washington, personally appeared NEIL O. FOLEMAN and JUNE S. FOLEMAN, WIFE, to me known to be the individuals described in and who executed the said instrument and acknowledged to me that they signed and caused the said instrument to be signed and voluntary act and deed for the uses and purposes therein expressed.

WITNESSED BY MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND DATE FIRST WRITTEN.

[Signature]
NOTARY PUBLIC
WASHINGTON, WASHINGTON

STATE OF WASHINGTON) ss
COUNTY OF)

ON THIS 10th DAY OF March A.D., 1966, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF Washington, personally appeared NEIL O. FOLEMAN and JUNE S. FOLEMAN, WIFE, to me known to be the individuals described in and who executed the said instrument and acknowledged to me that they signed and caused the said instrument to be signed and voluntary act and deed for the uses and purposes therein expressed.

WITNESSED BY MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND DATE FIRST WRITTEN.

[Signature]
NOTARY PUBLIC
WASHINGTON, WASHINGTON

STATE OF WASHINGTON } ss
COUNTY OF _____

ON THIS 10th DAY OF March 1966, A.D. BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND KNOWN PERSONALLY APPEARED O. E. Eshleman AND Margaret G. Federer TO ME KNOWN TO BE THE PRESIDENT AND SECRETARY RESPECTIVELY OF ESHLEMAN CONSTRUCTION COMPANY, THE CORPORATION THAT EXECUTED THE SAID 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 SWORE UNDER OATH THAT THEY ARE AUTHORIZED TO EXECUTE THE SAID INSTRUMENT AND THAT THE SEAL AFFIXED IS THE CORPORATE SEAL OF SAID CORPORATION.



[Signature]
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT _____

STATE OF WASHINGTON }
COUNTY OF _____

ON THIS 1st DAY OF May 1966, A.D. BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND KNOWN PERSONALLY APPEARED W. R. Jennings AND G. Peterson TO ME KNOWN TO BE THE VICE PRESIDENT AND ASST. SECRETARY RESPECTIVELY OF SECURITIES MORTGAGE COMPANY, THE CORPORATION THAT EXECUTED THE SAID 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 SWORE UNDER OATH THAT THEY ARE AUTHORIZED TO EXECUTE THE SAID INSTRUMENT AND THAT THE SEAL AFFIXED IS THE CORPORATE SEAL OF SAID CORPORATION.



[Signature]
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT _____

STATE OF WASHINGTON }
County of _____

On this day personally appeared before me _____
to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that _____ signed the same as _____ free and voluntary act and deed for the uses and purposes therein mentioned

GIVEN under my hand and official seal this _____ day of _____ 1966

Notary Public in and for the State of Washington
residing at _____

Filed for _____
Request of _____
ROBERT A MORRIS County Auditor

CHANGE IN COVENANTS FOR
WELLINGTON HILLS ESTATES

As the undersigned owners of a majority of the lots in Wellington Hills Estates (as defined in the County of King, State of Washington, Section 2, Township 26N, Range 2E, W.M.) through this duly recorded written instrument hereby change the recorded Covenants, Auditors File No. 6026287, covering Wellington Hills Estates. The membership of the Architectural Control Committee as defined in paragraph 3 shall be changed from

"The Architectural Control Committee is Neil Ashman,
G. E. Eslieman and Maynard Hansen."

to

"The Architectural Control Committee is the current duly
elected Board of Trustees of Wellington Hills Estates
Community Club."

Lot No.

Owner(s)

2

17

44

47

Husband
wife

48

Husband
wife

[REDACTED SIGNATURES]



[Signature]
Notary Public

ALBUQUERQUE

Lot No.

<u>14</u>	Husband John G. De Haas wife Marlene Alice Berg	Notary Public
<u>20</u>	Husband Donald A. Pahl wife Linda M. Pahl	Notary Public
<u>23</u>	Husband R. I. Kell wife Janet A. Kell	Notary Public
<u>24</u>	Husband Lester W. Kuebler wife Mae L. Kuebler	Notary Public
<u>25</u>	Husband Chas. W. Bowen wife Marlene K. Bowen	Notary Public
<u>26</u>	Husband Wallace C. Ruesch wife Dorothy S. Ruesch	Notary Public
<u>39</u>	Husband Th. L. Tache wife Christ J. Tache	Notary Public
<u>37</u>	Husband George J. [unclear] wife [unclear]	Notary Public
<u>38</u>	Husband [unclear] wife [unclear]	Notary Public
<u>2</u>	Husband William J. White wife [unclear]	Notary Public
<u>3</u>	Husband [unclear] wife [unclear]	Notary Public
<u>11</u>	Husband [unclear] wife [unclear]	Notary Public

COL. 24:

7109830406

<u>16</u>	husband wife	Yeh Sang Tung Liang I Tang
<u>18</u>	husband wife	AKKHEM Mrs M. I. Rieger
<u>19</u>	husband wife	AKKHEM S. I. M. I. Rieger
<u>46</u>	husband wife	Lester T. Hielet Eloise S. I. Hielet
<u>45</u>	husband wife	Perns Falkenberg Connie Falkenberg
<u>30</u>	husband wife	Frederick Nelson Kathleen S. Nelson
<u>32</u>	husband wife	Arvid Jonsson Paula M. Jonsson
<u>23</u>	husband wife	Rudolf W. Johnson Margaret Johnson
<u>35</u>	husband wife	Charles W. Reed Mary E. Reed
<u>40</u>	husband wife	John W. Smith Pearl M. Smith
<u>41</u>	husband wife	Harold M. Turner Elizabeth Turner
<u>28</u>	husband wife	John P. [unclear] [unclear]

710902040x

STATE OF Washington

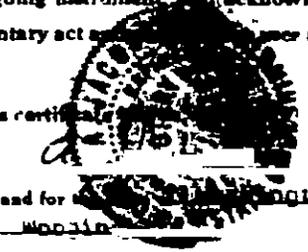
County of King

On this 31 day of August A D 1971 before me, the undersigned a Notary Public in and for the State of Washington duly commissioned and sworn personally appeared Ruth K. Grubbs, Edna V. Grubbs

to me known to be the individual described in and who executed the foregoing instrument and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act for the use and purposes therein mentioned

WITNESS my hand and official seal hereto affixed the day and year in this certificate
Can

Notary Public in and for the State of Washington
residing at Woodin



STATE OF Washington

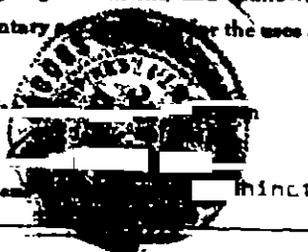
County of King

On this 16 day of August A D 1971 before me, the undersigned, a Notary Public in and for the State of Washington duly commissioned and sworn personally appeared Donald N. Poole, Barbara A. Poole

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act for the use and purposes therein mentioned

WITNESS my hand and official seal hereto affixed the day and year in this certificate
Can

Notary Public in and for the State of Washington
residing at Woodin



STATE OF Washington

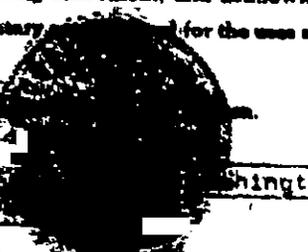
County of King

On this 16 day of August A D 1971 before me, the undersigned, a Notary Public in and for the State of Washington duly commissioned and sworn personally appeared Ruth K. Grubbs, Edna V. Grubbs

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act for the use and purposes therein mentioned

WITNESS my hand and official seal hereto affixed the day and year in this certificate
Can

Notary Public in and for the State of Washington
residing at Woodin



7109020406

STATE OF washington
County of King }

On the 16 day of August
Public in and for the State of washington
William N. Jung, Corra E. Jung

A. D. 19 71, before me, the undersigned, a Notary
duly commissioned and sworn personally appeared

to me known to be the individual E. described in and who executed the foregoing instrument, and acknowledged to me
that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes
therein mentioned.

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



STATE OF washington
County of King }

On the 16 day of August
Public in and for the State of washington
Kerhath L. Tecke, Gary J. Tecke

A. D. 19 71, before me, the undersigned, a Notary
duly commissioned and sworn personally appeared

to me known to be the individual L. described in and who executed the
that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes
therein mentioned.

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



STATE OF washington
County of King }

On the 16 day of August
Public in and for the State of washington
[Redacted]

A. D. 19 71, before me, the undersigned, a Notary
duly commissioned and sworn personally appeared

to me known to be the individual [Redacted] and who executed the
that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes
therein mentioned.

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



7109020406

STATE OF Washington }
County of King }

On this 31 day of August
Public in and for the State of Washington

Robert A. Hanson, Susan-Made Hanson

A. D. 1971, before me, the undersigned a Notary
duly commissioned and sworn personally appeared

to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me
that they signed and sealed this said instrument as their free and voluntary act for the uses and purposes
therein mentioned.

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

Notary Public in and for the State of Washington

STATE OF Washington }
County of King }

On this 31 day of August
Public in and for the State of Washington

John Hanson

A. D. 1971, before me, the undersigned, a Notary
duly commissioned and sworn personally appeared

to me known to be the individual who executed the foregoing instrument, and acknowledged to me
that they signed and sealed this said instrument as their free and voluntary act for the uses and purposes
therein mentioned.

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

Notary Public in and for the State of Washington

STATE OF Washington }
County of King }

On this 31 day of August
Public in and for the State of Washington

A. D. 1971, before me, the undersigned, a Notary
duly commissioned and sworn personally appeared

to me known to be the individual who executed the foregoing instrument, and acknowledged to me
that they signed and sealed this said instrument as their free and voluntary act for the uses and purposes
therein mentioned.

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

Notary Public in and for the State of Washington

7109020406

STATE OF Washington

County of King

On this 31 day of August

Public in and for the State of Washington

Thomas A. Grandia, M. Jean Grandia

A. D. 1971, before me, the undersigned, a Notary
duly commissioned and sworn personally appeared

to me known to be the individual(s) described in and who executed the foregoing instrument and acknowledged to me
that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes
therein mentioned.

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

Notary Public in and for the State of Washington
Grandia

STATE OF Washington

County of King

On this 6 day of July

Public in and for the State of Washington

John C. Slick, Patricia H. Slick

A. D. 1971, before me, the undersigned, a Notary
duly commissioned and sworn personally appeared

to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me
that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes
therein mentioned.

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

Notary Public in and for the State of Washington
Grandia

STATE OF Washington

County of King

A. D. 1971, before me, the undersigned, a Notary
duly commissioned and sworn personally appeared

to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me
that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes
therein mentioned.

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

Notary Public in and for the State of Washington
Grandia

7105020436

STATE OF _____

County of _____

On this _____ day of _____ A D 19____ Before me the undersigned a Notary Public in and for the State of _____ duly commissioned and sworn personally appeared _____

to me known to be the individual S described in and who executed the foregoing instrument and acknowledged to me that they signed and sealed the said instrument as one free and voluntary act and deed for the uses and purposes therein mentioned

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



Van A Jacobs
Notary Public in and for the State of Washington
reading at _____

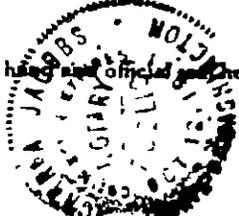
STATE OF _____

County of _____

On this 21 day of June _____ A D 1971 before me the undersigned a Notary Public in and for the State of Washington duly commissioned and sworn personally appeared Bernard J. Berlinmann, Bernine B. Berlinmann

to me known to be the individual S described in and who executed the foregoing instrument and acknowledged to me that they signed and sealed the said instrument as one free and voluntary act and deed for the uses and purposes therein mentioned

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



Van A Jacobs
Notary Public in and for the State of Washington
reading at _____

STATE OF _____

County of _____

On this 21 day of _____ A D 1971 before me the undersigned, a Notary Public in and for the State of _____ duly commissioned and sworn personally appeared James W. Gaffney, Denise Gaffney

to me known to be the individual S described in and who executed the foregoing instrument and acknowledged to me that they signed and sealed the said instrument as one free and voluntary act and deed for the uses and purposes therein mentioned

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



Van A Jacobs
Notary Public in and for the State of Washington
reading at _____

Return to Community Development

DECLARATION OF SHORT SUBDIVISION AND OF COVENANTS

Know all men by these presents:

That we, the undersigned, having a real interest in the tract of land described by this declaration; and do hereby declare the herein described division of land approved as short plat number 252 (B-81) on the 19th day of April, 1981, by the Planning Department of Snohomish County, subject to the following covenants and conditions:

- 1) That the land described by this declaration may not be further subdivided in any manner exceeding a total of four (4) parcels by anyone within five (5) years of the above date of approval without a final plat, having been filed for record with the Auditor of Snohomish County, pursuant to the provisions of Ch. 38.17 RCW, and the resolutions of Snohomish County, and subject to the penalties attendant thereto.
- 2) That all subsequent deeds will contain provisions for private roads in the manner described herein.
- 3) That all maintenance of any private road described by this declaration shall be by the owners of the parcels having legal access therefrom or their heirs, assigns, or successors, unless and until such roads are improved to Snohomish County standards, and dedicated to and accepted by Snohomish County.
- 4) That any private road will be subject to a utilities easement in favor of the grantor or his successor and of any electric, telephone, television cable, gas, water, or sewer company, public or private, or their permittees or assigns to install, construct, operate, maintain, alter, and repair their respective utilities, together with the right of ingress and egress for said purposes.
- 5) That with respect to any private road described by this declaration whether it remains private or becomes a dedicated county road, there is the additional 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 the water might take a natural course upon reasonable grading pursuant to improvement for dedication of the roads and ways shown herein. Following reasonable grading pursuant to improvement for dedication of the roads and ways shown herein, no drainage waters on any lot or lots shall be diverted or blocked from their natural course so as to discharge upon any public road rights-of-way or to hamper proper road drainage.
- 6) That the legal description and the illustrative map attached hereto of this short subdivision (are) ~~(is)~~ based upon accurate surveys.
- 7) That the legal description of the land herein subdivided into not more than four (4) parcels is attached hereto and incorporated by reference as though fully set out herein.
- 8) That additional covenants, easements, and restrictions, if any, solely for the benefit of the grantor, and his heirs, successors and assigns enforceable only by such persons, are attached hereto as exhibits "A" and "B" and incorporated by reference as though fully set out herein.

9) YOU ARE HEREBY NOTIFIED, as purchaser of a vacant lot within the subject subdivision, that fees in lieu of dedication for parks and playgrounds (Snohomish County Code, Title 26A) are due Snohomish County at the time of issuance of a building permit. THESE FEES CONSTITUTE A LIEN AGAINST THE PROPERTY. The amount of fees due Snohomish County is \$250.00 per lot. A building permit will not be issued until the fee is paid.

RECORDED

APR 21 1981
SNOHOMISH COUNTY
CLERK

0201190167

VOL 1741 PAGE 491

CNP 4-81/21

That, but for the exception contained in paragraph (8) above, these covenants are for the mutual benefit of the grantor and his heirs, successors and assigns and are for the further purpose of compliance with the resolutions and regulations of Snohomish County and the county and such persons are specifically given the right to enforce these restrictions and reservations by injunction or other lawful procedure and to recover any damages resulting from such violation.

Wased this _____ day of _____, 19____.

(Grantor) X MA (Grantor)

(Grantor) X V L Bronson (Grantor)

State of Washington)
County of Snohomish) ss.

On this day personally appeared before me P M Aronson and
[Name] to me know to be the individual described
in and who executed the within and foregoing instrument and
acknowledged to me that they signed the same as
their free and voluntary act and deed for the purposes
 therein mentioned.

Given under my hand and official seal this 17th day of
SEPTEMBER, 1982.

Holl A. Aronson
NOTARY PUBLIC in and for the
of Washington, residing in _____


State of Washington)
County of Snohomish) ss.

On this day personally appeared before me _____
to me know to be the individual described
in and who executed the within and foregoing instrument and
acknowledged to me that _____ signed the same as
_____ free and voluntary act and deed for the purposes
 therein mentioned.

Given under my hand and official seal this _____ day of
_____, 19____.

NOTARY PUBLIC in and for the state
of Washington, residing in _____

174100 472

DECLARATION OF SHORT SUBDIVISION AND OF COVENANTS

That all men-by these presents:

That we, the undersigned, having a real interest in the tract of land described by this declaration; and do hereby declare the herein described division of land approved as short plat number _____ of _____, 19____, by the Office of _____ Development of Snohomish County, subject to the following and conditions:

1) The land described by this declaration may not be further divided in any manner exceeding a total of four (4) parcels by _____ within five (5) years of the above date of approval without _____, having been filed for record with the Auditor of Snohomish County, pursuant to the provisions of Ch. 58.17 RCW, and the regulations of Snohomish County, and subject to the penalties _____.

2) That all subsequent deeds will contain provisions for private roads in the manner described herein.

3) That all maintenance of any private road described by this declaration shall be by the owners of the parcels having legal access thereon or their heirs, assigns, or successors, unless and until such roads are improved to Snohomish County standards, and dedicated to and controlled by Snohomish County.

4) That any private road will be subject to a utilities easement in favor of the grantor or his successor and of any electric, gas, water, or sewer company, public or private, or their permittees or assigns to install, construct, maintain, alter, and repair their respective utilities, together with the right of ingress and egress for said purposes.

5) That with respect to any private road described by this declaration if remains private or becomes a dedicated county road, the grantor reserves additional right to make all necessary slope, for drainage and the right to continue to drain the roads and ways and across any lot or lots where the water might take a natural or artificial course, and to make all necessary grading pursuant to improvement for dedication of the roads and ways shown. Following reasonable grading, all surface waters on any lot or lots shall be directed or discharged in their natural course so as to discharge upon any public road or way or hamper proper road drainage.

6) That the legal description and the illustrative map attached hereto of this short subdivision (are) (are not) based upon accurate _____.

7) That the legal description of the land herein subdivided into four (4) parcels is attached hereto and incorporated by reference as though fully set out herein.

8) That the additional covenants, easements, and restrictions, in _____ of the benefit of the grantor, and his heirs, successors and assigns, are attached hereto and incorporated by reference as though _____.

9) That as purchaser of a vacant lot within _____ that fees in lieu of dedication for parks and _____, Title 35A are due _____ of a building permit. THESE FEES _____ The amount of fees due _____ A building permit will not be _____.

WA 1741 493

CDP 4-81/21

that, but for the exception contained in paragraph (8) above, these covenants are for the mutual benefit of the grantor and his heirs, successors and assigns and are for the further purpose of compliance with the resolutions and regulations of Snohomish County and the laws and such persons are specifically given the right to enforce these covenants and reservations by injunction or other lawful process and to recover any damages resulting from such violation.

Said date 27th day of January, 1982.

[Signature]
(Grantor)

Alan M. Pearce
(Grantor)

(Grantor)

(Grantor)

State of Washington)

ss.

County of Snohomish)

On this day personally appeared before me Alan M. Pearce a Notary Public in and for the State of Washington, to me known to be the individual described in the within and foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the purposes therein mentioned.

Witness my hand and official seal this 27th day of January, 1982.

Michael Grant
NOTARY PUBLIC in and for the state
of Washington, residing in Stanwood

State of Washington)

ss.

County of Snohomish)

On this day personally appeared before me [Signature] to me known to be the individual described in the within and foregoing instrument and acknowledged to me that [Signature] signed the same as their free and voluntary act and deed for the purposes therein mentioned.

Witness my hand and official seal this day of , 19 .

NOTARY PUBLIC in and for the state
of Washington, residing in

1741 ME 494

That, but for the exception contained in paragraph (8) above, these covenants are for the mutual benefit of the grantor and his heirs, successors and assigns and are for the further purpose of compliance with the resolutions and regulations of Snohomish County and the grantor and such persons are specifically given the right to enforce these restrictions and reservations by injunction or other lawful procedure and to recover any damages resulting from such violation.

dated this 25th day of January, 1982.

[Signature]
(Grantor)

(Grantor)

[Signature] President
(Grantor)

(Grantor)

State of Washington)
County of Snohomish ss.

On this day personally appeared before me Bruce - Bruce R. Hoff to me know to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the purposes herein mentioned.



Gives under my hand and official seal this 25 day of Jan, 1982.

[Signature]
NOTARY PUBLIC in and for the state of Washington, residing in Woodville WA

State of Washington)
County of Snohomish ss.

On this day personally appeared before me _____ to me know to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that _____ signed the same as _____ free and voluntary act and deed for the purposes herein mentioned.

Gives under my hand and official seal this _____ day of _____, 19____.

NOTARY PUBLIC in and for the state of Washington, residing in _____

RECEIVED
- 1982
OFFICE OF
COMMUNITY DEVELOPMENT

EXHIBIT "A"

AGREEMENT FOR PRIVATE ROADS LOCATED WITHIN
SP 252 (8-81)

This "AGREEMENT" shall be notice that:

1) All lots located within SP 252 (8-81), Snohomish County, Washington, shall share equally in cost of all repairs and maintenance needed to keep the private roads located within the Street Plat in clear, passable, and original condition.

2) All purchasers, original or future, of property located within SP 252 (8-81) shall be bound by this agreement to maintain roads forever. Owners of property are required to inform any prospective buyers, in advance of sale, of their responsibility for maintenance included in this agreement.

3) In the event that some or all of the lots located within the Street Plat remain unsold, the portion that is unsold shall be considered to be owned by Alpha Development, Inc. and they alone shall be responsible for that portion of the maintenance.

RECORDED
BY THE CLERK OF
SUPERIOR COURT
NOV 11 1982

EXHIBIT "B"

**AGREEMENT FOR THE COMMUNITY WELL LOCATED
WITHIN SHORT PLAT 252 (S-81)**

It is hereby agreed that:

1) All lots located within Short Plat 252 (S-81), Snohomish County, Washington, will share equally in the cost of all responsibility, repairs, and maintenance needed to operate the community well located within the Short Plat.

2) All purchasers, original or future, of property located within the Short Plat shall be bound by this agreement to maintain the community well forever, or until paid water becomes available and all lots decide together to abandon the community well. However, at no time shall the owners of "LOT 2" or "LOT 3", whose property the community well is located between and on, deny access to the well site or equipment for any reason. Access must always be available on or across some portion of "LOT 2" AND "LOT 3" for inspection, maintenance, and repairs of the well and equipment.

3) In the event that some or all of the lots located within the Short Plat remain un-sold, the portion that is un-sold shall be considered to be owned by Alpha Group Development, Inc. and they alone shall be responsible for that portion of the maintenance.

WL 1741 PSE 437

SNYDER DIVISION APPLICATION
Snohomish County Planning Department
Snohomish County Administration Building
Everett, Washington 98201
Phone: 239-9311

RECEIVED
AUG 10 1981
OFFICE OF
COMMUNITY DEVELOPMENT

Page 1
FILE NUMBER 69,252 (2-91)

Name: Paul M. Gausland
(person, firm or corporation owning the property)

PH: _____ (Home)
_____ (Bus.)

PROPERTY PERSON OR AGENT REPRESENTING Alpha/Omega Development,
PH: 798-2621

ADDRESS: 1915 E. Hill, Abingville, WA, 98072

LOT: 15 TRP: 27 BNG: 5 ZONING OF PROPERTY R/R 20,000

SOURCE OF WATER SUPPLY Community Well

NAME OF WATER DISTRICT, IF ANY NONE

NAME OF SEWER DISTRICT, IF ANY NONE

METHOD OF SEWAGE DISPOSAL Septic

NOTE: This review applies only to the short plat as a whole. Snohomish Health District signature does not indicate suitability of these lots for on-site sewage disposal systems. The on-site sewage disposal requirements for each lot shall be subject to soil analysis as determined by tests performed on individual lots.

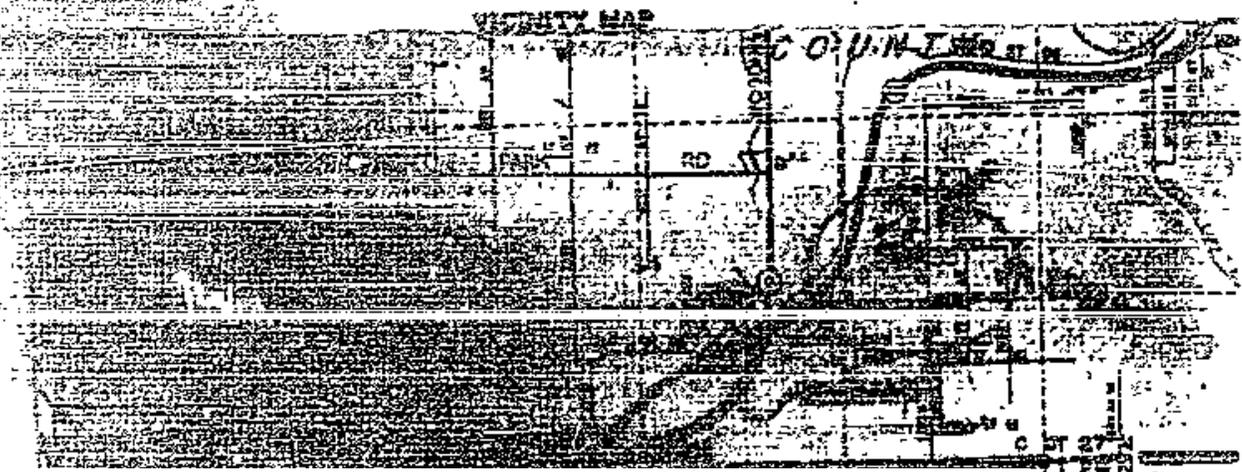
PROPERTY ACQUIRED: 10/10/72 - Contract

PERSONS SIGNIFIED BY THE APPLICANT:

State the names and addresses of all persons, firms or corporations who have an interest in the legal description of the land being divided and accompanying the plat, showing the entire contiguous land in which there is an interest by reason of contract for purchase, earnest money agreement, or option by any person, firm, or corporation in any manner connected with the development, and listed below are the names and telephone numbers of all such persons, firms or corporations. (If none, or applicant named above, leave blank.)

Phone: _____

Phone: _____
P. M. Gausland
(Signature of Applicant)



REGISTRATION OF EASET-OF-WAY APPROVED IN REGULAR SESSION BY THE COUNTY COUNCIL ON:

MAR 10 1982

MAR 10 1982

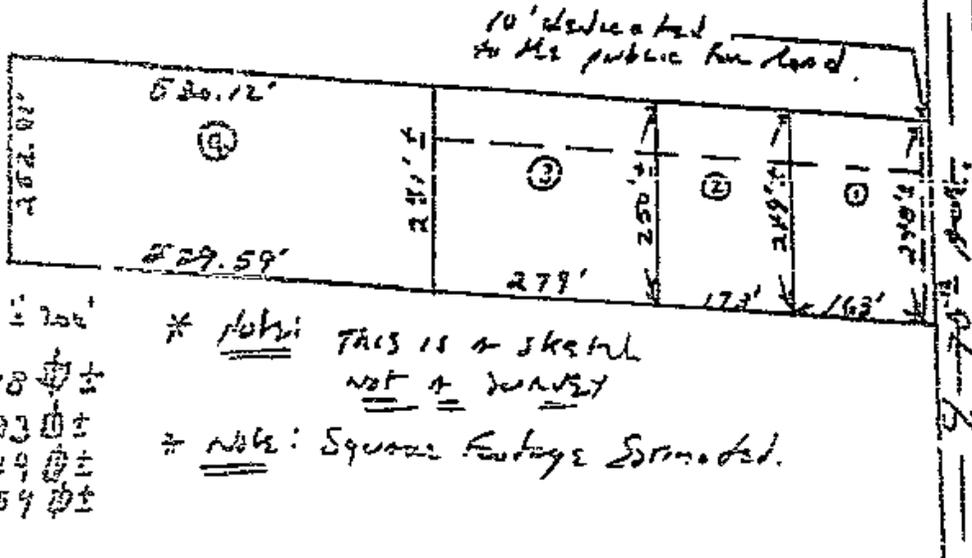
APPROVED SNOHOMISH COUNTY EXECUTIVE

Willie D. Tucker
Willie D. Tucker

VOL 1741 P. 488

03190167

SHORT PLAT MAP



- 1 12' 10"
- 2 30,888 ±
- 3 32,783 ±
- 4 53,144 ±
- 5 136,159 ±

* Note: This is a sketch
 not a survey

* Note: Square footage estimated.

C.M. Pearce and Helen M. Pearce,
 his wife; Phil M. Aronson and
 Vickie L. Aronson, his wife and
 Alpha Omega Development Inc.,

know all men by these presents that Washington Corporation
 hereby dedicate to the public forever ten (10)
 feet of right-of-way parallel with and contiguous to
 Fifth Avenue (Boston Road) (Road, Street) as shown hereon with
 the right to make all necessary slopes for cuts and fills, and the
 right to continue to drain said road(s) over and across any lot
 or lots, where water might take a natural course.

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

This short subdivision complies with the conditions as set forth
 in the Short Subdivision Code, Title 20, and is approved this
 19____, subject to recording with the Auditor of
 the conditions set forth in the attached Declaration of Short

[Signature]

 Auditor of Planning

Vol. 1741 Mar 88

LAND TITLE CO OF SNOHOMISH COUNTY, INC.
EVERETT, WA.
743-3611 -- 259-9101

RECEIVED
OFFICE OF
COMMUNITY DEVELOPMENT

THIRD
SHORT PLAT CERTIFICATE

Alpha/Oragn Development Inc,
10775 101st Place N.E.,
Everett, WA, 98072
(700-3521) (City)

Order No.: B-99757-3

Gentlemen:

This is a certificate as of January 19, 1982 at 8:00 A.M. for filing the proposed Short Plat, described as follows:

Box 1, Wellington Heights, according to the plat thereof recorded in Volume 12 of Plats, page 103, records of the Auditor of the County of Snohomish, State of Washington.

This Company certifies that record title is vested in C.M. Pearce and Helen H. Pearce, husband and wife

The following are considered additional parties necessary to execute the proposed Plat:

Phil M. Aronson and Vickie L. Aronson, husband and wife - Contract Purchaser.

Alpha Oragn Development Inc., a Washington Corporation - Contract Purchaser.

NO SEARCH MADE AS TO TAXES AND ASSESSMENTS.

This certificate does not purport to reflect a full report on condition of title and shall have no force or effect except as a basis for the certificate applied for.

LAND TITLE CO. OF SNOHOMISH COUNTY, INC.

BY John J. Hildreth
Authorized Signature

8203190167

WA 1741 REC 502

LAND TITLE CO OF SNOHOMISH COUNTY, INC.
EVERETT, WA,
743-3511 -- 252-9101

THIRD
SHORT PLAT CERTIFICATE

Alpha Omega Development Inc.
10200 191st Place N.E.
Everett, WA. 98072
(782-2321)

Order No.: B-90767-3

Recitals:

This is a certificate as of January 19, 1982 at 8:00 A.M. for filing the proposed Short Plat, described as follows:

Lot 1, Hollington Heights, according to the plat thereof recorded in Volume 12 of Plats, page 103, records of the Auditor of the County of Snohomish, State of Washington.

This Company certifies that record title is vested in C.M. Pearce and Helen M. Pearce, husband and wife

The following are considered additional parties necessary to execute the proposed Plat:

Phil H. Aronson and Vickie L. Aronson, husband and wife - Contract Purchaser.

Alpha Omega Development Inc., a Washington Corporation - Contract Purchaser.

NO SEARCH MADE AS TO TAXES AND ASSESSMENTS.

This certificate does not purport to reflect a full report on condition of title and shall have no force or effect except as a basis for the certificate applied for.

LAND TITLE CO. OF SNOHOMISH COUNTY, INC.

By John J. Hildreth
Authorized Signature

3/17/81

1982.319.167

VOL 1741 PAGE 503

LAND TITLE CO OF SNOHOMISH COUNTY, INC.
EVERETT, WA.
743-3411 — 259-9101

THIRD
SHORT PLAT CERTIFICATE

OFFICE OF
COUNTY CLERK
SNOHOMISH COUNTY, WA

Alpha Omega Development Inc.
11000 1st Ave. S.E.
Renton, WA. 98072
(703-3411)

Order No.: B-90767-3

Continued:

This is a certificate as of January 19, 1982 at 8:00 A.M. for filing the proposed Short Plat, described as follows:

Lot 1, Wellington Heights, according to the plat thereof recorded in Volume 12 of Plats, page 103, records of the Auditor of the County of Snohomish, State of Washington.

This Company certifies that record title is vested in C.M. Pearce and Helen M. Pearce, husband and wife

The following are considered additional parties necessary to execute the proposed Plat:

Phil H. Aronson and Vickie L. Aronson, husband and wife - Contract Purchaser.

Alpha Omega Development Inc., a Washington Corporation - Contract Purchaser;

NO SEARCH MADE AS TO TAXES AND ASSESSMENTS.

This certificate does not purport to reflect a full report on condition of title and shall have no force or effect except as a basis for the certificate applied for.

LAND TITLE CO. OF SNOHOMISH COUNTY, INC.

By John J. Hinkley
Authorized Signature

VOL 1741 PAGE 504

203190167

NOLAN WOODS

POR. OF NE1/4, SE1/4, SEC. 2, T. 26 N., R. 5 E., W.M.
CITY OF WOODINVILLE, KING COUNTY, WASHINGTON

DEDICATION

KNOW ALL PEOPLE BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF INTEREST IN THE LAND HEREBY SUBDIVIDED, HEREBY DECLARE THIS PLAT TO BE THE GRAPHIC REPRESENTATION OF THE SUBDIVISION MADE HEREBY, AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND AVENUES NOT SHOWN AS PRIVATE HEREON AND DEDICATE, THE USE THEREOF FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES AND ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS SHOWN THEREON IN THE ORIGINAL REASONABLE GRADING OF SAID STREETS AND AVENUES, AND FURTHER DEDICATE TO THE USE OF THE PUBLIC ALL THE EASEMENTS AND TRACTS SHOWN ON THIS PLAT FOR ALL PUBLIC PURPOSES AS INDICATED THEREON, INCLUDING BUT NOT LIMITED TO PARKS, OPEN SPACE, UTILITIES, AND DRAINAGE UNLESS SUCH EASEMENTS OR TRACTS ARE SPECIFICALLY IDENTIFIED ON THIS PLAT AS BEING DEDICATED OR CONVEYED TO A PERSON OR ENTITY OTHER THAN THE PUBLIC, IN WHICH CASE WE DO HEREBY DEDICATE SUCH STREETS, EASEMENTS, OR TRACTS TO THE PERSON OR ENTITY IDENTIFIED AND FOR THE PURPOSE STATED.

FURTHER THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED, WAIVE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS AND ANY PERSON OR ENTITY DERIVING TITLE FROM THE UNDERSIGNED, ANY AND ALL CLAIMS FOR DAMAGES AGAINST THE CITY OF WOODINVILLE, ITS SUCCESSORS AND ASSIGNS WHICH MAY BE OCCASIONED BY THE ESTABLISHMENT, CONSTRUCTION, OR MAINTENANCE OF ROADS AND/OR DRAINAGE SYSTEMS WITHIN THIS SUBDIVISION OTHER THAN CLAIMS RESULTING FROM INADEQUATE MAINTENANCE BY THE CITY OF WOODINVILLE.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED, AGREE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS TO INDEMNIFY AND HOLD THE CITY OF WOODINVILLE, ITS SUCCESSORS, AND ASSIGNS HARMLESS FROM ANY DAMAGE, INCLUDING ANY COSTS OF DEFENSE, CLAIMED BY PERSONS WITHIN OR WITHOUT THIS SUBDIVISION TO HAVE BEEN CAUSED BY ALTERATIONS OF THE GROUND SURFACE, VEGETATION, DRAINAGE, OR SURFACE OR SUB-SURFACE WATER FLOWS WITHIN THIS SUBDIVISION OR BY ESTABLISHMENT, CONSTRUCTION OR MAINTENANCE OF THE ROADS WITHIN THIS SUBDIVISION. PROVIDED, THIS WAIVER AND INDEMNIFICATION SHALL NOT BE CONSTRUED AS RELEASING THE CITY OF WOODINVILLE, ITS SUCCESSORS OR ASSIGNS FROM LIABILITY FOR DAMAGES, INCLUDING THE COST OF DEFENSE, RESULTING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY OF WOODINVILLE, ITS SUCCESSORS, OR ASSIGNS.

THIS SUBDIVISION, DEDICATION, WAIVER OF CLAIMS AND AGREEMENT TO HOLD HARMLESS IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNERS.

IN WITNESS WHEREOF WE SET OUR HANDS AND SEALS.

Joell Parmenter THE President
OF PARMENTER HOMES, INC.
A WASHINGTON CORPORATION

Julia THE Senior Vice President
OF FIRST INDEPENDENT BANK

ACKNOWLEDGMENTS

STATE OF WASHINGTON }
COUNTY OF King } SS
I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Joell Parmenter
SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE (SHE) WAS AUTHORIZED TO EXECUTE THE
INSTRUMENT AND ACKNOWLEDGED IT AS THE President
OF PARMENTER HOMES, INC. TO BE THE FREE AND VOLUNTARY ACT OF SUCH
PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED September 30, 2004
SIGNATURE OF Sheri Ann Parmino-Corley
NOTARY PUBLIC
PRINTED NAME OF Sheri Ann Parmino-Corley
NOTARY PUBLIC
TITLE: Notary
RESIDING AT: Bothell Washington
MY APPOINTMENT EXPIRES: 7-16-07



STATE OF WASHINGTON }
COUNTY OF King } SS
I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Richard Perkins
SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE (SHE) WAS AUTHORIZED TO EXECUTE THE
INSTRUMENT AND ACKNOWLEDGED IT AS THE Senior Vice President
OF FIRST INDEPENDENT BANK TO BE THE FREE AND VOLUNTARY ACT OF SUCH
PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED September 30, 2004
SIGNATURE OF Sheri Ann Parmino-Corley
NOTARY PUBLIC
PRINTED NAME OF Sheri Ann Parmino-Corley
NOTARY PUBLIC
TITLE: Notary
RESIDING AT: Bothell Washington
MY APPOINTMENT EXPIRES: 7-16-07



CITY OF WOODINVILLE CITY CLERK/TREASURER

I HEREBY CERTIFY THAT ALL ASSESSMENTS AND DELINQUENT ASSESSMENTS FOR WHICH THE PROPERTY HEREIN DEDICATED FOR PUBLIC USE MAY BE LIABLE AS OF THE DATE OF CERTIFICATION HAVE BEEN DULY PAID, SATISFIED OR DISCHARGED.

Jean Yi, for J.K.
CITY OF WOODINVILLE FINANCE DIRECTOR

CITY ENGINEER

EXAMINED AND APPROVED THIS 6 DAY OF October 2004
Joseph
CITY ENGINEER

DIRECTOR OF PLANNING AND COMMUNITY DEVELOPMENT

EXAMINED AND APPROVED THIS 6 DAY OF October 2004
Carl, for P.S.
DIRECTOR OF PLANNING AND COMMUNITY DEVELOPMENT

CITY COUNCIL

EXAMINED AND APPROVED THIS 4th DAY OF October 2004
WPK ATTEST *Sandra Parker/cmc*
MAYOR CLERK OF THE CITY OF WOODINVILLE

KING COUNTY DEPARTMENT OF ASSESSMENTS

EXAMINED AND APPROVED THIS 6th DAY OF October 2004
Scott Noble *David Kissinger*
KING COUNTY ASSESSOR DEPUTY KING COUNTY ASSESSOR
Pcl. #022605-9038

KING COUNTY OFFICE OF FINANCE

I HEREBY CERTIFY THAT ALL PROPERTY TAXES ARE PAID, THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION AND THAT ALL SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION ON ANY OF THE PROPERTY HEREIN CONTAINED, DEDICATED AS STREETS, ALLEYS OR FOR OTHER PUBLIC USE, ARE PAID IN FULL THIS 4th DAY OF October 2004
Ken Guy *Carol Huddell*
MANAGER, KING COUNTY FINANCE DIVISION DEPUTY



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT OF NOLAN WOODS IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 2, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M.; THAT THE COURSES AND DISTANCES ARE SHOWN CORRECTLY THEREON; THAT THE MONUMENTS WILL BE SET AND THE LOT AND BLOCK BARNERS STAKED CORRECTLY ON THE GROUND; AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF THE STATUTES AND PLATTING REGULATIONS.

Richard E. Slater Jr. 9-30-04
RICHARD E. SLATER JR. DATE
PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 36811

RECORDERS CERTIFICATE

RECORDING NO. 20041007000461
FILED FOR RECORD THIS 21st DAY OF Oct, 2004 AT 10:45 AM
IN VOLUME 224 OF PLATS, PAGES 8 THRU 11, RECORDS OF KING COUNTY,
WASHINGTON AT THE REQUEST OF Parmenter Homes, Inc.

DIVISION OF RECORDS AND ELECTIONS
Dawn M. Wickman/Kee
MANAGER SUPERINTENDENT OF RECORDS



9-30-04

Mead Gilman & Assoc.
PROFESSIONAL LAND SURVEYORS
17625 130TH AVE. N.E. WOODINVILLE, WA
P.O. BOX 289, WOODINVILLE, WASHINGTON 98072
PHONE: (425) 486-1252 FAX: (425) 486-6108

20041007000461

NOLAN WOODS

POR. OF NE1/4, SE1/4, SEC. 2, T. 26 N., R. 5 E., W.M.
CITY OF WOODINVILLE, KING COUNTY, WASHINGTON

LEGAL DESCRIPTION

THE WEST 300 FEET OF THE EAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION THEREOF CONVEYED TO KING COUNTY FOR ROAD PURPOSES BY DEED RECORDED UNDER RECORDING NUMBER 2719535.

CONDITIONS, COVENANTS & RESTRICTIONS

1. STORM RUNOFF FROM ROOFTOPS SHALL BE DISPERSED OR TIGHTLINED DIRECTLY INTO THE STORMWATER COLLECTION SYSTEM.
2. PARK MITIGATION IN THE PREDETERMINED AMOUNT OF \$1,796.00 PER RESIDENTIAL UNIT, AS ESTABLISHED BY THE PARK DEPARTMENT SHALL BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE.
3. INDIVIDUAL LOT OWNERS ARE REQUIRED TO MAINTAIN, IN A UNIFORM MANNER, CITY RIGHTS-OF-WAY LOCATED BETWEEN THEIR PROPERTY LINES AND THE BACK OF ADJACENT STREET LINES. THE CITY SHALL HAVE THE AUTHORITY TO ENFORCE SUCH MAINTENANCE, AND AS AN ALTERNATIVE PERFORM THE MAINTENANCE IF COOPERATION IS NOT RECEIVED FROM THE PROPERTY OWNER. IN SUCH CASE, THE CITY SHALL BILL THE PROPERTY OWNER FOR THE COST OF THE MAINTENANCE, INCLUDING ADMINISTRATIVE COSTS. IF CITY INVOICES ARE NOT PAID WITHIN NINETY (90) DAYS, THE CITY SHALL HAVE THE OPTION OF ATTACHING A LIEN AGAINST THE PROPERTY.

~~* 1999 THE NE 1/4 PUBLIC ACCESS TRACT AND WILL REVERT TO A PUBLIC RIGHT OF WAY IF NO LEGISLATIVE ACTION TAKES PLACE PRIOR TO DECEMBER 31, 2006.~~

CSB. 4. 163 RD AVE NE IS HEREBY DEDICATED TO THE CITY OF WOODINVILLE FOR ROAD PURPOSES UPON THE RECORDING OF THIS PLAT.

EASEMENT PROVISIONS

1. AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO VERIZON, COMCAST CABLE T.V., PUGET SOUND ENERGY, AND FOR WOODINVILLE WATER DISTRICT, 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, MAINS, CABLES AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, TV, WATER, AND GAS SERVICE, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSE HEREIN STATED. THESE EASEMENTS ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION BY THE UTILITY. NO LINES OR WIRES FOR THE TRANSMISSION OF ELECTRIC CURRENT, TELEPHONE OR CABLE TV SHALL BE PLACED OR BE PERMITTED TO BE PLACED UPON ANY LOT UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT ATTACHED TO A BUILDING.
2. AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF WOODINVILLE OVER, UNDER, ACROSS AND UPON THAT PORTION OF LOT 8 AS SHOWN ON THE FACE OF THE PLAT FOR STORM WATER DRAINAGE PURPOSES.
3. AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE NOLAN WOODS HOMEOWNERS ASSOCIATION UPON THAT PORTION OF LOT 1 AS SHOWN ON THE FACE OF THE PLAT FOR LANDSCAPING AND ENTRY MONUMENT PURPOSES.
4. AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF WOODINVILLE OVER, UNDER, ACROSS AND UPON THAT PORTION OF LOT 7 AS SHOWN ON THE FACE OF THE PLAT FOR STORM WATER DETENTION SYSTEM, TOGETHER WITH ALL MAINTENANCE RESPONSIBILITIES.

MATTERS OF RECORD

(THE FOLLOWING ITEMS CORRESPOND TO SCHEDULE B OF CHICAGO TITLE INSURANCE CO. SHORT PLAT CERTIFICATE, ORDER NO. 1138495, DATED JUNE 21, 2004 AT 8:00 A.M.)

1. SUBJECT TO OUTSTANDING TITLE TO ALL OIL AND MINERAL RIGHTS, CONVEYED TO THEODORE AND BELLE SMIDAL BY DEED RECORDED FEBRUARY 7, 1949 UNDER RECORDING NO. 3876548.
2. SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN INSTRUMENT RECORDED MAY 5, 1978 UNDER RECORDING NO. 7805081011, REGARDING APPLICATION FOR PERMISSION TO CONSTRUCT EXTENSION TO WATER DISTRIBUTION SYSTEM.
3. SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN INSTRUMENT RECORDED JUNE 12, 1961 UNDER RECORDING NO. 9108121335, REGARDING DRAINAGE RELEASE COVENANT.

NATIVE GROWTH PROTECTION EASEMENT (N.G.P.E.)

A NATIVE GROWTH PROTECTION EASEMENT (N.G.P.E.) IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF WOODINVILLE. THE N.G.P.E. SHALL IMPOSE UPON ALL PRESENT AND FUTURE OWNERS AND OCCUPIERS OF LAND SUBJECT TO THE EASEMENT THE OBLIGATION, ENFORCEABLE ON BEHALF OF THE PUBLIC BY THE CITY OF WOODINVILLE, TO LEAVE UNDISTURBED ALL TREES AND OTHER VEGETATION WITHIN THE EASEMENT, EXCEPT THAT ARE REQUIRED FOR FUTURE CONSTRUCTION OF MULTI-PURPOSE TRAILS AND DIRECTOR-APPROVED UTILITIES. THE VEGETATION WITHIN THE EASEMENT MAY NOT BE CUT, PRUNED, COVERED BY FILL, REMOVED, DAMAGED OR ENHANCED WITHOUT EXPRESS WRITTEN PERMISSION FROM THE CITY OF WOODINVILLE.



10/6/04

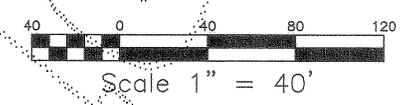
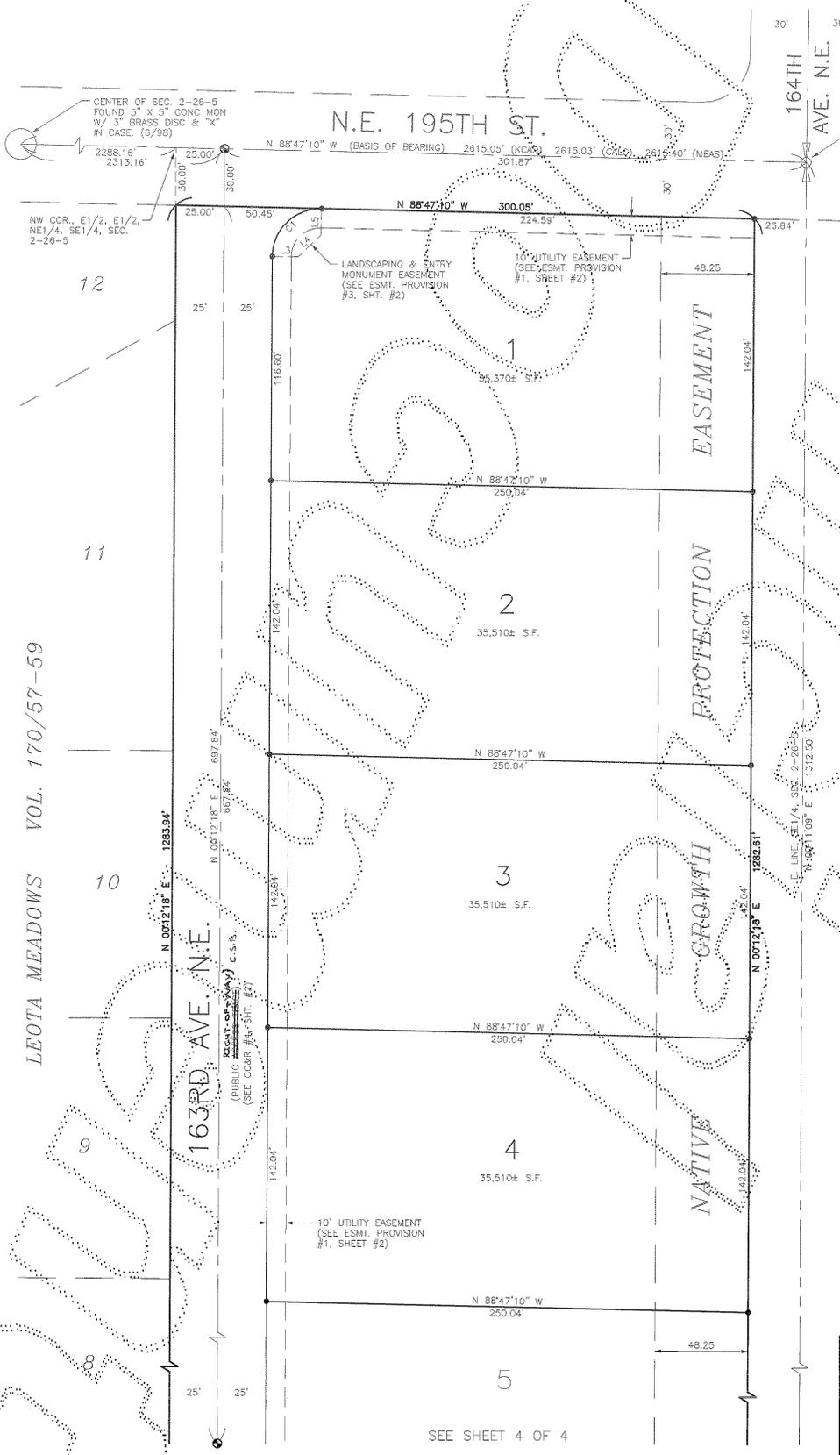
9-30-04

CHANGES INITIALED BY C.S.B.

Mead Gilman & Assoc.
PROFESSIONAL LAND SURVEYORS
17625 130TH AVE. N.E. WOODINVILLE, WA
P.O. BOX 289, WOODINVILLE, WASHINGTON 98072
PHONE: (425) 486-1252 FAX: (425) 486-6108

NOLAN WOODS

POR. OF NE1/4, SE1/4, SEC. 2, T. 26 N., R. 5 E., W.M.
CITY OF WOODINVILLE, KING COUNTY, WASHINGTON



MERIDIAN
K&AS PER PLAT OF BEVERLY HILLS ESTATES, RECORDED UNDER
REC. NO. 19990817000554, RECORDS OF KING COUNTY, WA.

- LEGEND**
- SET 1/2" x 24" REBAR WITH 1-3/4" PLASTIC CAP STAMPED "MEAD GILMAN & ASSOCIATES 29276/32434/35145/36811" (EXCEPT AS OTHERWISE NOTED).
 - SET 4" x 4" CONCR. MON WITH 1-5/8" BRASS DISC & "X" STAMPED "36811", IN CASE.

EQUIPMENT & PROCEDURES
A TOPCON 5" ELECTRONIC TOTAL STATION WAS USED FOR THIS FIELD TRAVERSE SURVEY. ACCURACY MEETS OR EXCEEDS W.A.C. 332-130-09D.

CURVE TABLE

NUMBER	BETA	RADIUS	LENGTH
C1	91°00'32"	25.00	39.71

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L3	N 89°47'42" W	13.61'
L4	N 48°08'52" E	16.14'
L5	N 01°12'50" E	13.77'

- GENERAL NOTES**
1. THIS PLAT WAS PREPARED UTILIZING CHICAGO TITLE INSURANCE CO. SHORT PLAT CERTIFICATE, ORDER NO. 1138495, DATED JUNE 21, 2004 AT 8:00 A.M., TOGETHER WITH SUBSEQUENT UPDATES.
 2. SEE HEREIN REFERENCED PLAT OF BEVERLY HILLS ESTATES FOR SECTION SUBDIVISION.



9-30-04



10/6/04 (CHANGES MADE INITIALED BY C.S.B.)

CITY OF WOODINVILLE FILE NO. FPA2004-071
MGA JOB NO. 04018 DWN. BY JR SHEET 3 OF 4

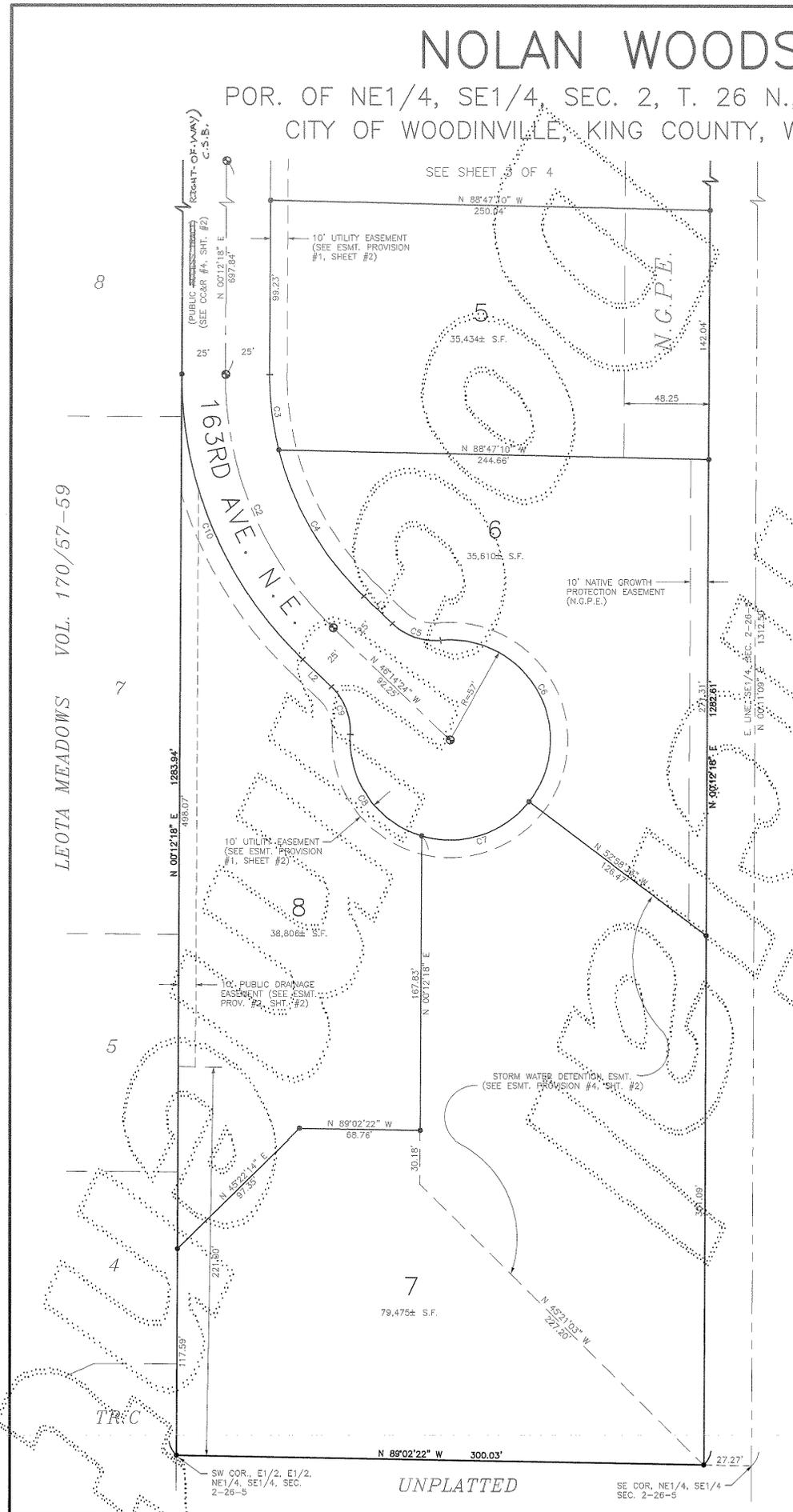
Mead Gilman & Assoc.
PROFESSIONAL LAND SURVEYORS
17625 130TH AVE. N.E. WOODINVILLE, WA
P.O. BOX 289, WOODINVILLE, WASHINGTON 98072
PHONE: (425) 486-1252 FAX: (425) 486-6108

LEOTA MEADOWS VOL. 170/57-59

LEOTA JR. HIGH SCHOOL

NOLAN WOODS

POR. OF NE1/4, SE1/4, SEC. 2, T. 26 N., R. 5 E., W.M.
CITY OF WOODINVILLE, KING COUNTY, WASHINGTON



MERIDIAN
KCAS PER PLAT OF BEVERLY HILLS ESTATES, RECORDED UNDER REC. NO: 19990873000654, RECORDS OF KING COUNTY, WA.

LEGEND

- SET 1/2" X 3/4" P/B BAR WITH 3/4" PLASTIC CAP STAMPED "MEAD GILMAN & ASSOCIATES" 29278/32434/55145/36811" (EXCEPT AS OTHERWISE NOTED).
- ⊙ SET 3/4" X 4" CONC MON WITH 1-5/8" BRASS DISC & "X" STAMPED "36811", IN CASE.

EQUIPMENT & PROCEDURES
A HOCON 5" ELECTRONIC TOTAL STATION WAS USED FOR THIS FIELD TRAVERSE SURVEY. ACCURACY MEETS OR EXCEEDS W.A.C. 332-130-090.

CURVE TABLE

NUMBER	DELTA	RADIUS	LENGTH
C2	48°26'42"	198.00	161.31
C3	34°18'22"	174.00	43.36
C4	32°10'09"	174.00	97.59
C5	49°17'39"	35.00	30.11
C6	133°33'42"	57.00	64.32.87
C7	68°23'05"	57.00	68.07
C8	76°30'33"	67.00	76.21
C9	49°17'39"	35.00	30.11
C10	48°26'42"	224.00	181.58

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	N 86°14'24" W	22.51'
L2	N 46°14'24" W	22.51'

GENERAL NOTES

- THIS PLAT WAS PREPARED UTILIZING CHICAGO TITLE INSURANCE CO. SHORT PLAT CERTIFICATE, ORDER NO. 1138495, DATED JUNE 21, 2004 AT 8:00 A.M., TOGETHER WITH SUBSEQUENT UPDATES.
- SEE HEREIN REFERENCED PLAT OF BEVERLY HILLS ESTATES FOR SECTION SUBDIVISION.

LEOTA MEADOWS VOL. 170/57-59

LEOTA JR. HIGH SCHOOL



9-30-04



10/6/04 CHANGES INITIALED BY C.S.B.

CITY OF WOODINVILLE FILE NO. FPA2004-071
MGA JOB NO. 04018 DWN. BY JR SHEET 4 OF 4

Mead Gilman & Assoc.
PROFESSIONAL LAND SURVEYORS

17625 130TH AVE. N.E. WOODINVILLE, WA
P.O. BOX 289, WOODINVILLE, WASHINGTON 98072
PHONE: (425) 486-1252 FAX: (425) 486-6108

EXHIBIT "A"

AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

RECORDED: October 1, 1987
RECORDING NO.: 8710010982
REGARDING: Developer's Bond

The above Developer's Bond is a re-record of Developer's Bond.
Recorded: September 18, 1987
Recording No.: 8709180287

EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: Puget Sound Power & Light Company
PURPOSE: Underground electric transmission
and/or distribution system
AREA AFFECTED: A strip of land 10 feet in width
located within said property lying
parallel with and adjoining all
public and private street and road
rights-of-way
RECORDED: February 17, 1993
RECORDING NO.: 902170256

ALL COVENANTS, CONDITIONS OR RESTRICTIONS, ALL EASEMENTS OR OTHER
SERVITUDES, AND ALL RESERVATIONS, if any, disclosed by the
recorded documents of Short Plat No. 383086 as recorded under
King County Recording No. 8709151669.

EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: Woodinville Water District
PURPOSE: Constructing, operating,
maintaining, inspecting, repairing,
or replacing water lines and all
necessary facilities and equipment
AREA AFFECTED: North 5 feet
RECORDED: February 27, 1989
RECORDING NO.: 8902270240

ALL COVENANTS, CONDITIONS OR RESTRICTIONS, ALL EASEMENTS OR OTHER
SERVITUDES, AND ALL RESERVATIONS, if any, disclosed by the
recorded documents of plat of Leota Meadows as recorded under
King County Recording No. 9409301575.

COVENANTS, CONDITIONS AND RESTRICTIONS imposed by instrument
recorded on February 7, 1995, under Recording No. 9502070794,
including, but not limited to, liability for assessments levied
by the community association.

ANY UNPAID ASSESSMENTS OR CHARGES, AND LIABILITY FOR FURTHER
ASSESSMENTS OR CHARGES BY LEOTA MEADOWS HOME OWNERS ASSOCIATION.

Right of the public to make necessary slopes for cuts or fills
upon the land herein described in the reasonable original grading
of streets, avenues, alleys and roads, as dedicated in the plat.

Covenant to bear equal share in the cost of construction or
repair of driveway, easement for which was granted over adjacent
property by instrument recorded under Recording No. 9408230990.

9508020702



SHORT PLAT NO. 383076
 KING COUNTY, WASHINGTON

RECEIVED THIS DAY

SEP 15 4 20 11 1987
 BY THE DIVISION OF
 RECORDS & COLLECTIONS
 KING COUNTY

8709151669
 Recording Number

APPROVALS:

**PARKS, PLANNING & RESOURCES
 DEPARTMENT**

Examined and approved this 14th day of
September, 1987

[Signature]
 Manager, Building & Land Development Division

Examined and approved this 15 day of
July, 1987

[Signature]
 Development Engineer W.E.O.

DEPARTMENT OF ASSESSMENTS

Examined and approved this 22 day of
July, 1987

[Signature]
 Assessor

[Signature]
 Deputy Assessor

Account Number 022605-904

SE 1/4 of SE 1/4, S. 2 T. 26 R. 5

LEGAL DESCRIPTION

The West half of the East half of the Southeast quarter of the Southeast quarter of Section 2, Township 26 North, Range 5 East, W.M., in King County, Washington; EXCEPT the South 30 feet; AND EXCEPT that portion thereof described as follows:

Beginning 330 feet West and 30 feet North of the Southeast corner of said Section 2; thence North 152 feet; thence West 66 feet; thence South 152 feet; thence East 66 feet to the point of beginning.

RECEIVED THIS DAY

SEP 15 4 13 11 1987
 BY THE DIVISION OF
 RECORDS & COLLECTIONS
 KING COUNTY

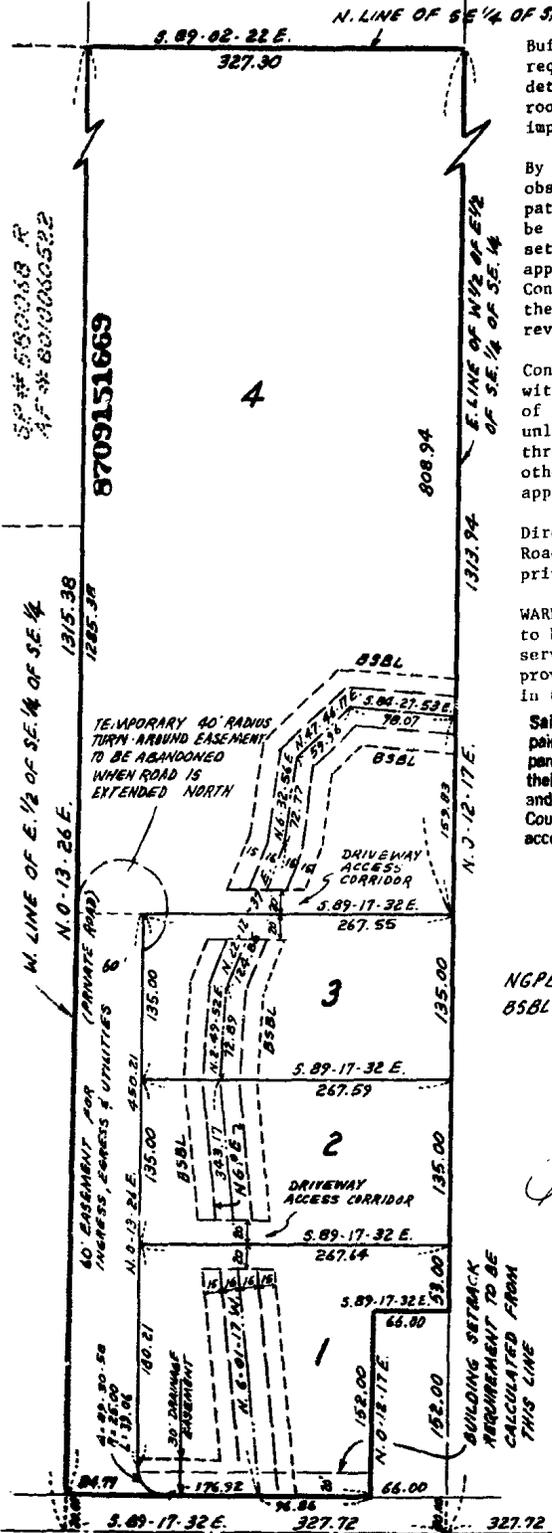
87/09/15 #1669 8
 RECD F .00
 CASHSL *****.00
 11

RECORD FEE 33.00
 #383076
 TTL 33.00
 CHT TEND 33.00
 CCNG .00

13:56 #0035A001
 09/15/87

Page 1 of 3

THIS SPACE RESERVED FOR RECORDER'S USE ONLY



Building permit applications for all lots require King County approved stormwater detention/retention systems to serve all roof downspouts, driveways, and other impervious surfaces.

By restriction no structure, fill or obstruction, including but not limited to patios, out-buildings, or overhangs shall be permitted beyond the NGPE and building setback lines as shown unless otherwise approved by King County SWM and BALD. Construction of roads and culverts within the NGPE for lot access requires King County review and approval.

Construction of fencing shall not be permitted within the NGPE, nor shall clearing or removals of trees or vegetation be permitted therein, unless trees or vegetation represent(s) a threat to life or property due to decay or other natural causes, or unless otherwise approved by King County SWM and BALD.

Direct vehicular access to Woodinville-Duvall Road from Lot 1 is prohibited (access via private road).

WARNING: King County has no responsibility to build, improve, maintain or otherwise serve the private roads contained within or providing service to the property described in this short plat.

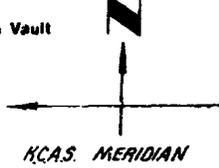
Said easements to be maintained, repaired, and/or rebuilt by the owners of the parcels having legal ac. as therefrom and their heirs, assigns or successors, unless and until such roads are improved to King County standards and are dedicated and accepted by King County for maintenance.

NGPE - NATIVE GROWTH PROTECTION EASEMENT
BSBL - BUILDING SETBACK LINE



Map on File in Vault

Direction:



Scale: 1"=100'



N.E. 185th St. (N.E. WOODINVILLE-DUVAL RD.)

Short Plat No: 383076

SE CORNER
SEC. 2-28-5

Page 2 of 3

F-209-4

JAG P 83060

DEDICATION

KNOW ALL PEOPLE BY THESE PRESENTS that we, the undersigned owners of interest in the land hereby short subdivided, hereby declare this short plat to be the graphic representation of the short subdivision made hereby, and do hereby dedicate to the use of the public forever all streets and avenues not shown as private hereon and dedicate the use thereof for all public purposes not inconsistent with the use thereof for public highway purposes, and so the right to make all necessary slopes for cuts and fills upon the lots shown thereon in the original reasonable grading of said streets and avenues, and further dedicate to the use of the public all the easements and tracts shown on this short plat for all public purposes as indicated thereon, including but not limited to parks, open space, utilities and drainage unless such easements or tracts are specifically identified on this short plat as being dedicated or conveyed to a person or entity other than the public.

Further, the undersigned owners of the land hereby short subdivided waive for themselves, their heirs and assigns and any person or entity deriving title from the undersigned, any and all claims for damages against King County, its successors and assigns which may be occasioned by the establishment, construction, or maintenance of roads and/or drainage systems within this short subdivision other than claims resulting from inadequate maintenance by King County.

Further, the undersigned owners of the land hereby short subdivided agree for themselves, their heirs and assigns to indemnify and hold King County, its successors and assigns, harmless from any damage, including any costs of defense, claimed by persons within or without this short subdivision to have been caused by alterations of the ground surface, vegetation, drainage, or surface or sub-surface water flows within this short subdivision or by establishment, construction or maintenance of the roads within this short subdivision. Provided, this waiver and indemnification shall not be construed as releasing King County, its successors or assigns, from liability for damages, including the cost of defense, resulting in whole or in part from the negligence of King County, its successors, or assigns.

This subdivision, dedication, waiver of claims and agreement to hold harmless is made with the free consent and in accordance with the desires of said owners.

IN WITNESS WHEREOF we set our hands and seals.

[Signature] Name _____
[Signature] Name _____
Name _____ Name _____

STATE OF WASHINGTON)
County of King) ss.

On this day personally appeared before me [Signature]
[Signature]
to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 24 day of April, 1987.

[Signature]
Notary Public in (and for the State of Washington, residing at _____

[Signature]
April 6 October 1987



SHORT PLAT NO. 383076
 KING COUNTY, WASHINGTON

RECEIVED THIS DAY

SEP 15 4 20 11 1987

BY THE DIVISION OF
 RECORDS & COLLECTIONS
 KING COUNTY

8709151669
 Recording Number

APPROVALS:

**PARKS, PLANNING & RESOURCES
 DEPARTMENT**

Examined and approved this 14th day of
September, 1987

[Signature]
 Manager, Building & Land Development Division

Examined and approved this 15 day of
July, 1987

[Signature]
 Development Engineer W.E.O.

DEPARTMENT OF ASSESSMENTS

Examined and approved this 22 day of
July, 1987

[Signature]
 Assessor

[Signature]
 Deputy Assessor

Account Number 022605-904

SE 1/4 of SE 1/4, S. 2 T. 26 R. 5

LEGAL DESCRIPTION

The West half of the East half of the Southeast quarter of the Southeast quarter of Section 2, Township 26 North, Range 5 East, W.M., in King County, Washington; EXCEPT the South 30 feet; AND EXCEPT that portion thereof described as follows:

Beginning 330 feet West and 30 feet North of the Southeast corner of said Section 2; thence North 152 feet; thence West 66 feet; thence South 152 feet; thence East 66 feet to the point of beginning.

RECEIVED THIS DAY

SEP 15 4 13 11 1987
 BY THE DIVISION OF
 RECORDS & COLLECTIONS
 KING COUNTY

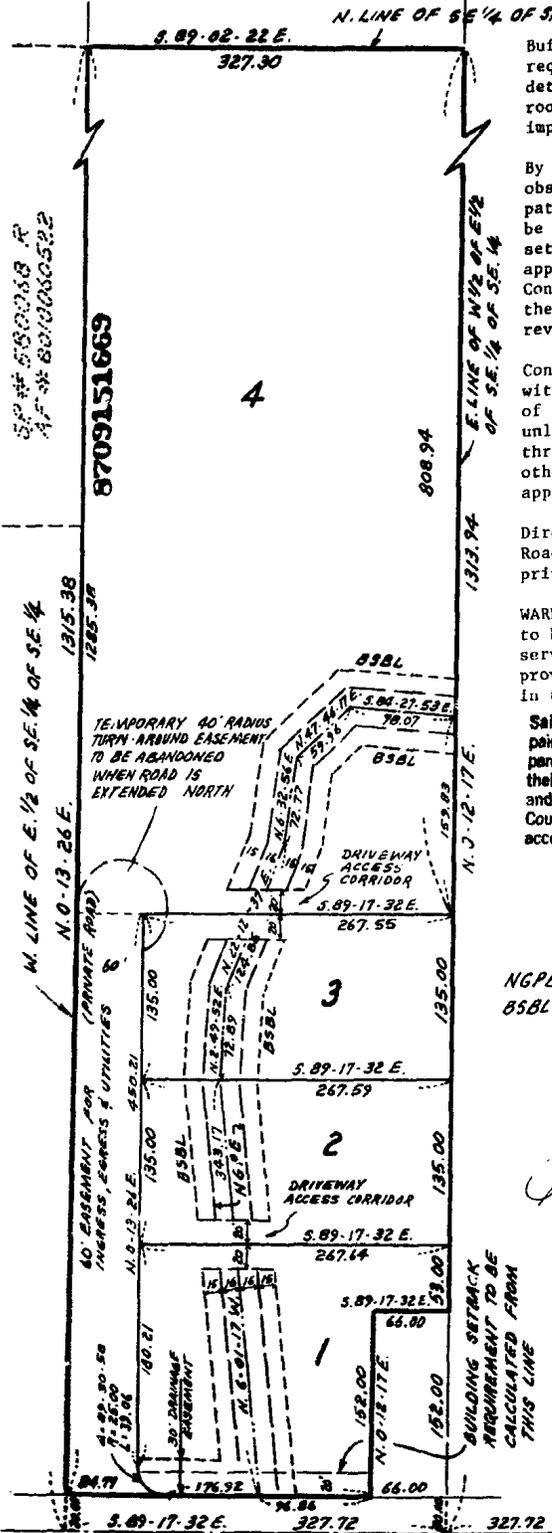
87/09/15 #1669 8
 RECD F .00
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 11

RECORD FEE 33.00
 #383076
 TTL 33.00
 CHT TEND 33.00
 CCNG .00

13:56 #0035A001
 09/15/87

Page 1 of 3

THIS SPACE RESERVED FOR RECORDER'S USE ONLY



Building permit applications for all lots require King County approved stormwater detention/retention systems to serve all roof downspouts, driveways, and other impervious surfaces.

By restriction no structure, fill or obstruction, including but not limited to patios, out-buildings, or overhangs shall be permitted beyond the NGPE and building setback lines as shown unless otherwise approved by King County SWM and BALD. Construction of roads and culverts within the NGPE for lot access requires King County review and approval.

Construction of fencing shall not be permitted within the NGPE, nor shall clearing or removals of trees or vegetation be permitted therein, unless trees or vegetation represent(s) a threat to life or property due to decay or other natural causes, or unless otherwise approved by King County SWM and BALD.

Direct vehicular access to Woodville-Duvall Road from Lot 1 is prohibited (access via private road).

WARNING: King County has no responsibility to build, improve, maintain or otherwise serve the private roads contained within or providing service to the property described in this short plat.

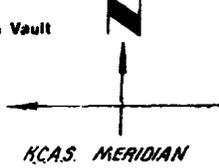
Said easements to be maintained, repaired, and/or rebuilt by the owners of the parcels having legal ac. as therefrom and their heirs, assigns or successors, unless and until such roads are improved to King County standards and are dedicated and accepted by King County for maintenance.

NGPE - NATIVE GROWTH PROTECTION EASEMENT
BSBL - BUILDING SETBACK LINE



Map on File in Vault

Direction:



Scale: 1"=100'



N.E. 185TH ST. (N.E. WOODVILLE-DUVAL RD.)

Short Plat No: 383076

SE CORNER
SEC. 2-28-5

Page 2 of 3

F-209-4

JAG P 83060

DEDICATION

KNOW ALL PEOPLE BY THESE PRESENTS that we, the undersigned owners of interest in the land hereby short subdivided, hereby declare this short plat to be the graphic representation of the short subdivision made hereby, and do hereby dedicate to the use of the public forever all streets and avenues not shown as private hereon and dedicate the use thereof for all public purposes not inconsistent with the use thereof for public highway purposes, and so the right to make all necessary slopes for cuts and fills upon the lots shown thereon in the original reasonable grading of said streets and avenues, and further dedicate to the use of the public all the easements and tracts shown on this short plat for all public purposes as indicated thereon, including but not limited to parks, open space, utilities and drainage unless such easements or tracts are specifically identified on this short plat as being dedicated or conveyed to a person or entity other than the public.

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This subdivision, dedication, waiver of claims and agreement to hold harmless is made with the free consent and in accordance with the desires of said owners.

IN WITNESS WHEREOF we set our hands and seals.

[Signature] Name _____
[Signature] Name _____
Name _____ Name _____

STATE OF WASHINGTON)
County of King) ss.

On this day personally appeared before me [Signature]
[Signature]
to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 24 day of April, 1987.

[Signature]
Notary Public in (and for the State of Washington, residing at Penton
April 6 October 1987

3475

752480-5

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS & RESERVATIONS
FOR LEOTA MEADOWS**

COMMERCIAL REAL ESTATE TITLE
425 PIKE STREET
SUITE 600
SEATTLE, WA 98101

A PLAT RECORDED IN VOLUME 170 OF PLATS,
PAGE 57, IN KING COUNTY, WASHINGTON

9502070794

34.00

950207-0794 01:56:00 PM KING COUNTY RECORDS 028 PM

After Recording Return To:

JAMES S. FITZGERALD
LIVENGOOD, CARTER, TJOSSER,
FITZGERALD & ALSKOG
P. O. Box 908
Kirkland, WA 98083-0908

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS & RESERVATIONS
FOR LEOTA MEADOWS

THIS DECLARATION is made on the 23rd of January, 1995, by Theodore N. Thayer and Lorraine A. Thayer, husband and wife, ("Declarant") as the owners of certain real property situated in King County, State of Washington, and known as Leota Meadows, which property is more specifically described on Exhibit "A", which is attached hereto and incorporated herein by this reference. This Declaration amends, replaces and supersedes any prior Declarations of Covenants, Conditions, Restrictions, and Reservations for Leota Meadows, whether or not recorded.

NOW, THEREFORE, Declarant hereby covenants, agrees, and declares that all of Leota Meadows, as defined herein and described in Exhibit A hereto, and the buildings and structures hereafter constructed thereon are, and will be, held, used, transferred, sold and conveyed subject to and burdened by the following covenants, conditions, restrictions, reservations, easements and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of Leota Meadows for the benefit of the Owners thereof, their heirs, successors, grantees, and assigns. All provisions of this Declaration shall be binding upon all parties having or acquiring any right, title, or interest in Leota Meadows or any part thereof, and shall inure to the benefit of the Owners thereof and to the benefit of the Association and are intended to be and shall in all respects be regarded as covenants running with the land.

ARTICLES

DEFINITIONS

Section 1.1 "Architectural Control Committee" shall mean and refer to the duly appointed Committee of the Association as further described in Section 2.5 and as sometimes referred to herein as the "Committee".

Section 1.2 "Association" shall mean and refer to the Leota Meadows Homeowners' Association, an incorporated association of the Owners in and of Leota Meadows, its and their successors and assigns.

Section 1.3 "Building Setback Line" shall mean and refer to the various setback requirements designated on the face of the final plat of Leota Meadows, beyond which no structures, filing,

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grading or other obstructions are permitted as set forth in Section 3.2 hereof.

Section 1.4 "Declaration" shall mean and refer to this instrument, as the same may be supplemented or amended from time to time.

Section 1.5 "Governing Documents" shall mean and refer to this Declaration of Covenants, Conditions, Restrictions and Reservations and the Articles of Incorporation Bylaws of the Leota Meadows Homeowners' Association, rules and regulations of the Association, and rules and procedures of the Architectural Control Committee as any of the foregoing may be amended from time to time.

Section 1.6 "Lot" shall mean and refer to any legally segmented and alienable portion of Leota Meadows created through subdivision or any other legal process for dividing land and subjected to this Declaration by an appropriate recording, with the exception of dedicated rights of way and Tracts designated as Common Areas.

Section 1.7 "Owner" shall mean and refer to the record Owner (whether one or more persons or entities) of a fee interest in any Lot, including the Declarant but excluding Mortgagees or other persons or entities having such interest merely as security for the performance notes or real estate contracts. The vendees in real estate contracts shall be deemed Owners as against their respective sellers and assignors for the purpose of this Declaration.

Section 1.8 "Single Family" shall mean and refer to a single housekeeping unit that includes not more than 4 adults who are legally unrelated.

Section 1.9 "Leota Meadows" shall mean and refer to that certain real property which is legally described on Exhibit A attached hereto, and such additions thereto as may hereafter be brought within the terms and conditions hereof by an appropriate recording.

ARTICLE 2

LEOTA MEADOWS ASSOCIATION

Section 2.1 Description of Association. The Association is an incorporated non-profit association organized and existing under the Laws of the State of Washington, charged with the duties and vested with the powers prescribed by law and set forth in the Governing Documents, as they may be amended from time to time;

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provided, however, that no Governing Documents other than this Declaration shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

Section 2.2 Votes Appurtenant to Lots and Board of Directors. Every Owner shall be a member of the Association and shall be entitled to cast one vote in the Association for each Lot owned. A vote shall be appurtenant to and held and owned in the same manner as the beneficial fee interest in the Lot to which it relates. A vote shall not be separated from ownership of the Lot to which it relates; provided, however, that when more than one entity holds beneficial fee interest in any Lot, the vote therefore shall be cast as the Owners among themselves determine, but in no event shall more than one vote be cast with respect to any Lot; and if the several Owners of a Lot are unable to agree as to the casting of their vote, such vote shall not be counted. These covenants shall be enforced by the Board of Directors of the Association (the "Board"). The Board is elected as provided in the Articles of Incorporation and Bylaws of the Association. The Board shall elect officers of the Association from among the Board members, which shall include a president who shall preside over meetings of the Board and meetings of the Association.

Section 2.3 Owner's Compliance with Governing Documents. By acceptance of a deed to a Lot, recording of a real estate contract conveying title to a Lot, or any other means of acquisition of an ownership interest, the Owner thereof covenants and agrees, on behalf of himself and his heirs, successors, and assigns, to observe and comply with all terms of the Governing Documents and all rules and regulations duly promulgated pursuant to Association Action.

Section 2.4 Bylaws, Rules and Regulations. The Board on behalf of the Association shall have the power to adopt, modify, and amend rules and regulations governing the use of Leota Meadows, provided that such rules and regulations shall not be inconsistent with this Declaration. The rules and regulations shall apply uniformly to all Owners, except as specifically provided herein. The Board shall have the power to enforce the rules and regulations on behalf of the Association and may prescribe penalties for the violation of such rules and regulations, including but not limited to suspension of the right to use the Common Areas or portions thereof. Any such rules and regulations shall be effective thirty (30) days after promulgation and shall be mailed to all Owners prior to their effective date. A copy of the rules and regulations then in force shall be retained by the secretary of the Association.

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Section 2.5 Architectural Control Committee. The Board shall appoint three (3) members of the Committee, who need not be members of the Association. The Board shall appoint one member of the Committee for a term of one (1) year, one member for a term of two (2) years, and one member for a term of three (3) years. Notwithstanding the foregoing, the initial members of the Committee shall be Theodore N. Thayer, Gregory J. Wilson of Wilmoor Development Corporation, and Roger Oppen of Twentieth Century Homes, Inc. (or their successors as appointed by the Declarant in his discretion), who may serve until the first anniversary of the recording of the plat subject to this declaration. Following that first anniversary, Declarant shall have the power to appoint two (2) of the three (3) members of the Committee until the earliest of: (i) the fifth anniversary of this declaration, or (ii) the date when ninety per cent (90%) of the LOTS in Leota Meadows Property have been sold by Declarant. Thereafter, committee members shall be appointed by the Board as provided for above.

2.5.1 Jurisdiction and Purpose. The Committee shall review proposed plans and specifications for construction of all residences and other structures within Leota Meadows, and including (but not by way of limitation) any additions, exterior alterations, landscaping, clearing, rockeries, fences, walls, pools, hot tubs, sport courts, painting and excavation. An Owner or prospective Owner shall submit architectural and landscaping plans and specifications to the Committee for its review prior to closing the purchase of a Lot if possible, but not later than 30 days before applying for a building permit. The Committee may adopt and publish rules and procedures for the review of such plans and specifications but absence of such shall not affect the Committee's authority hereunder. It shall be the obligation of each Owner or prospective Owner to be familiar with the rules and procedures of the Committee. As conditions precedent to approval of any matter submitted to it, the Committee shall find:

(i) The approval of the plan is in the best interest of the Owners.

(ii) General architectural considerations including layout, relationship of structures to natural features and adjacent homes, orientation and location of buildings, vehicular access, circulation and parking, setbacks, height, walls, fences, and similar elements have been designed to be compatible with the overall design of Leota Meadows.

(iii) General site considerations including site layout, relationship of site to vegetation, natural features, open space and topography, orientation and locations of buildings, vehicular access and driveway lighting, circulation and parking, setbacks, height, walls, fences and similar elements have been designed to be compatible with the overall design of Leota Meadows.

(iv) General landscape considerations, including the location, type, size, color, texture and coverage of plant materials, provisions for irrigation, maintenance and protection of existing landscaped areas and similar elements have been considered to ensure visual relief, to complement buildings and structures, and to provide an attractive environment for the enjoyment of the Owners in general and enhancement of the property values in Leota Meadows.

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2.5.2 Approval Procedures. A preliminary application for approval must be submitted in writing to the Committee at the designated address, or in the absence of a designated address, at the address of the Chair of the Committee, or in the absence of a Chair, at the residence of the President of the Association. Within fifteen (15) days following receipt of a preliminary application, the Committee shall notify the applicant in writing as to whether the application is complete and, if not, of any additional information that may be required before the Committee can review the application. The application must, in form and substance, comply with the Committee's rules and procedures including the payment of a reasonable nonrefundable fee set forth in the Committee rules for purpose of defraying the costs associated with the Committee's review of the preliminary application. This fee may be adjusted from time to time by the Committee in accordance with its rules and procedures. The Committee shall review the application in accordance with the provisions of this Section 2.5 as soon as possible after a complete application has been filed. The decision of a majority of the members of the Committee shall be the decision of the Committee. One copy of approved plans will remain in the Committee's files. All disapproved plans will be returned to the applicant.

2.5.3 Failure of Committee to Take Action. The Committee's approval or disapproval as required herein shall be in writing. Except as provided in Section 2.5.5 below, in the event that the Committee fails to respond to an applicant's complete and properly submitted application within

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thirty (30) days after the Committee has notified the applicant that the application is complete, formal written approval will not be required, and the applicant shall be deemed to have fully complied with the provisions for approval.

2.5.4 Committee's Obligation. The Committee, in its deliberations and in the discharge of its obligations hereunder, shall act objectively and fairly in making decisions concerning various plans, specifications, plot plans and landscape plans submitted to it by various applicants for consideration in accordance with the provisions of this Declaration. Further, the determinations of the Committee as to noncompliance shall be in writing, signed by the Committee, and shall set forth in reasonable detail the reason for noncompliance. The Committee may approve, approve with conditions, or disapprove an application or any part thereof. In all cases, the ultimate responsibility for satisfying all local building codes and governmental requirements rests with the applicant. In consideration of the Committee's review of an applicant's application, the applicant shall be deemed to and shall indemnify and hold the Committee harmless from any claim or damages resulting from applicant's failure to comply with applicable building codes or other governmental requirements. The members of the Committee shall have no personal liability for any action by or decision of the Committee. By acceptance of a deed to a property within the plat, the owner of that property agrees and covenants not to maintain any action against any member of the Committee which seeks to hold that member personally or individually liable for damages relating to or caused by any action of or decision by the Committee.

2.5.5 Exemptions and Variances from Committee Requirements. The Committee may, upon request, grant exemptions and variances from the rules and procedures of the Committee and the requirements of this Declaration when the party requesting such exemption or variance establishes to the satisfaction of the Committee that the improvement or other matters which are desired by the applicant are aesthetically as appealing, suited to climatic conditions, and compatible with the overall character of the development as are similar improvements or matters which conform to the requirements of this Declaration. Requests for an exemption or variance shall be submitted in writing to the Committee and shall contain such information as the Committee shall from time to time require. The Committee shall consider applications for exemption or variance and shall render its decisions within thirty (30) days after notice to the applicant of proper

submissions. The failure of the Committee to approve an application for an exemption or variance shall constitute disapproval of such application.

2.5.6 Failure of Applicant to Comply. Failure of the applicant to comply with the rules and procedures of the Committee or the final application as approved by the Committee shall, at the election of the Association's Board exercised after thirty (30) days' written notice to such applicant, constitute a violation of this Declaration. In that event, the Board shall be empowered to pursue any appropriate remedy including, but not limited to, an action for injunctive relief or specific performance.

ARTICLE 3

USE COVENANTS, CONDITIONS, AND RESTRICTIONS

Section 3.1 Authorized Uses. Lots in Leota Meadows shall be used solely for residential purposes and related facilities normally incidental to a residential community. No Lot shall be further subdivided without unanimous prior written consent and approval of the Board. No structures or buildings of any kind shall be erected, altered, placed or permitted to remain on any Lot other than one single family dwelling for single family occupancy only, not to exceed the height limitations as allowed by the City of Woodinville, with a private enclosed garage for not more than three (3) standard size automobiles. No Lot or portion of a Lot in the Plat shall be divided and sold or resold or ownership changed or transferred whereby the ownership of any portion of this plat shall be less than the area required by the applicable zoning of the City of Woodinville.

Section 3.2 Approval of Building or Clearing Plans Required. No building, fence, deck, patio, wall, kennel, or other structure shall be commenced, erected, or maintained upon a Lot or any other portion of Leota Meadows nor shall any exterior addition to or change or alteration therein be made, nor shall a Lot be cleared or excavated for use, until the same shall have been submitted to and approved in writing by the Architectural Control Committee. All structures shall conform to the Uniform Building Code in effect at the time of construction. Although the Committee shall have full authority to approve or disapprove of any specific proposal, the following restrictions shall apply to Leota Meadows in general:

3.2.1 Building Setbacks. No structures, filling, grading or obstruction, including but not limited to decks, patios, outbuildings or overhangs, shall be permitted beyond

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the Building Setback Lines as shown on the recorded plat or as required by any ordinance of the City of Woodinville, or within any Common Area or drainage easement or area as shown on the face of the final plat. In any event, no building, exclusive of porches, roofs, overhangs and steps, shall be located on any Lot nearer than twenty (20) feet to the front property line, nearer than fifteen (15) feet to any side street line, or nearer than five (5) feet to any interior Lot line. No dwelling shall be located on any Lot nearer than ten (10) feet to the rear Lot line. No portion of a building on a Lot shall be permitted to encroach upon another Lot. In addition, construction of fencing shall not be permitted within any Common Area or drainage easement.

3.2.2 Building Materials. Each home constructed on a Lot shall be built of new materials except, with approval of the Architectural Control Committee, decorative items such as used brick, weathered planking, and similar items. All visible masonry shall be native stone or brick. Cedar shake, cedar shingles, or textured composition roofs are the preferred roofing material for Leota Meadows. Any other roofing or masonry materials as well as the types and colors of exterior paint and stain must be submitted to the Committee for approval. No Owner shall at any time erect, make, keep, establish, or maintain on any Lot a mobile home, trailer home, or other movable structure used, or designed for use, even though not in actual use, as a residence, sleeping quarters, or as an out building.

3.2.3 Landscaping. Yards shall be fully landscaped within eight (8) months after the date construction of the home is completed unless extended by the Committee.

3.2.4 Fencing, Walls and Hedges. No fence erected within Leota Meadows shall be over six (6) feet in height. In general, fences will not be allowed except to enclose backyard areas for pools, pets, children and the like. Under no circumstances shall any fence, wall or hedge be erected, placed or altered on any Lot nearer to any street than the building setback line, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two (2) feet above the finished grade at the back of said wall. Fence materials for all lots shall be cedar or masonry with a design approved by the Committee to preserve views. No barbed wire, chain link or corrugated fiberglass fences shall be erected on any Lot, except on lot lines or the Plat abutting or along N.E. 195th. All fences are to meet the standards set by the Committee and must be approved by the Committee prior to construction.

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3.2.5 Contractor. No home may be constructed on any Lot other than a contractor licensed as a general contractor under the statutes of the State of Washington without the prior approval of the Architectural Control Committee.

3.2.6 Driveways. All driveways and parking areas shall be paved with material approved by the Architectural Control Committee; provided that all driveways shall be asphalt blacktop or exposed aggregate with a minimum of 2 lbs. per yard of lamp brick or be brick paver or other material approved by the Architectural Control Committee. Wherever possible, driveways shall not exceed twelve (12) feet in width where they intersect any roadway.

3.2.7 Yard Lamps. Each Owner shall install and maintain, at the sole expense of such Owner, at least one yard lamp at the driveway entrance to the Lot for the purpose of street and driveway illumination.

3.2.8 Dwelling Size. The Square Footage of the main structure, exclusive of one-story open porches and garages, shall be not less than Two Thousand (2,000) square feet for a one-story dwelling, nor less than Two Thousand Three Hundred (2,300) square feet for a dwelling of more than one-story.

3.2.9 Date for Completion of Construction. Any dwelling or structure erected or placed on any residential Lot shall be completed as to external appearance, including finished painting, within eight (8) months from date of commencement of construction unless the Architectural Control Committee elects to grant an extension which it may do in its sole discretion. Any dwelling shall be connected to the public sewer system and/or any other public systems which are required under the building or development permit.

3.2.10 Disturbed Earth. Removal and disruption of vegetative covering shall be minimized to protect existing vegetation to the fullest extent possible. Disturbed areas shall be reseeded and landscaped.

Section 3.3 Leasing Restrictions. No Lot may be leased or rented by any party for a period of fewer than thirty (30) days, nor shall less than the whole of any Lot be leased or rented. Each lease or rental agreement shall be in writing and shall by its terms provide that it is subject in all respects to the provisions of the Governing Documents. Any failure by a lessee to comply with the terms of the Governing Documents shall be a default under the lease, whether or not it is so expressed therein. Other than the

foregoing, there is no restriction on the right of any Owner to lease his Lot.

Section 3.4 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept; provided, however, that dogs, cats, or other conventional household pets may be kept if they are not kept, bred, or maintained for any commercial purposes or in numbers or under conditions reasonably objectionable in a residential community. 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 registered, licensed, and inoculated from time to time as required by law. When not confined to the Owner's Lot, pets within Leota Meadows shall be leashed and accompanied by a person responsible for cleaning up any animal waste.

Section 3.5 Commercial Uses. No commercial enterprise, including itinerant vendors, shall be permitted on any Lot; provided, however, that the Association may, by adopting rules and regulations, permit specified home occupations to be conducted if allowed by law and if such occupation will not, in the reasonable judgment of the Association, cause traffic congestion or other disruption of Leota Meadows community; and provided further that no signs or advertising devices of any character shall be permitted.

Section 3.6 Vehicle Storage. No storage of goods, vehicles, boats, trailers, trucks, campers, recreational vehicles or other equipment or device shall be permitted in open view from any Lot or street except this shall not exclude temporary (less than seventy two (72) hours) parking of vehicles on the designated driveway areas adjacent to garages on the Lots. All such items must be enclosed or screened and parked alongside or behind the dwelling. Upon forty-eight (48) hours notice to the Owner of any improperly parked or stored vehicle, boat, or other equipment, the Association has authority to have removed at the Owner's expense any such vehicle visible from the street or any Lot that is parked on any Lot, street or within a Common Area for more than seventy two (72) hours. No Owner shall permit any vehicle which is in an extreme state of disrepair, to be abandoned or to remain parked upon any street or Lot within the existing property for a period in excess of forty-eight (48) hours.

Section 3.7 Garbage Composting and Refuse Disposal. No Lot or tract shall be used as a dump for trash, garbage, ashes, refuse, junk, vehicles or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal and shall be kept in a clean and sanitary condition. Yard

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rakings, such as rocks, lawn and shrubbery clippings, and dirt and other material resulting from landscaping work shall not be dumped onto any other property, public or private streets or ditches. The removal and disposal of all such materials shall be the sole responsibility of the individual Lot owner. No incinerators shall be kept or maintained, and no burning of any trash, refuse or scrap of any kind shall be permitted. Storage containers for the disposal of trash, garbage or other waste shall be those permitted by the waste disposal company for the City of Woodinville. Composting may be permitted provided it is wholly contained in an appropriate compost bin and is kept out of sight from adjoining Lots. Such bin or container shall be subject to the approval of the Architectural Control Committee.

Section 3.8 Utilities Underground. Except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, telephone, power, or television cable, or similar transmission line shall be installed or maintained above the surface of the ground.

Section 3.9 Mailboxes. Mailboxes, mailbox shelters and address standards shall be constructed according to plans approved by the Architectural Control Committee. Whenever mailbox shelters have been constructed within two hundred (200) feet of any Lot line, no separate mailbox will be permitted for an Owner. Maintenance of any such mailbox shelter shall be the responsibility of the Association.

Section 3.10 Signs. Except for entrance, street, directional, traffic control, and safety signs, no promotional signs, billboards or advertising devices of any character shall be erected, placed, posted, displayed or maintained in Leota Meadows without prior approval of the Architectural Control Committee; provided, however, that one temporary real estate "for sale" sign not exceeding six (6) square feet in area (not exceeding 24" high or 36" wide) may be erected or displayed upon any Lot or attached to any residence placed upon the market for sale or lease. Any such temporary real estate sign shall be removed promptly following the sale or rental of such Lot or residence. In addition to allowable real estate signs a builder shall be allowed to place a temporary builder identification sign of not more than six (6) square feet. As long as houses in the development are being sold for the first time the Declarants and/or their agents may erect signs throughout the development directing prospective purchasers to "new homes for sale". Nothing in this section shall prevent the installation and continued maintenance of permanent identification signs and/or planters relating to the plat development. Nothing in this Section shall prevent the installation and continued

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maintenance of "interpretive" or other signs placed or to be placed at locations in accordance with the requirements of the City of Woodinville or other public agency so involved.

Section 3.11 Easements. In addition to easements shown on the recorded plat map, there are hereby specifically reserved for the benefit of the Lots in the development, any applicable utility company, the Owner in common, and each Lot owner severally, as their respective interest shall obtain, the easements, reciprocal negative easements, secondary easements, and right of way, as are specifically identified hereinafter.

Section 3.12 No Obstruction of Easements. Easements for utilities are reserved as delineated on the Plat and along the borders of each Lot. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area on each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements in it for which a public authority, public utility, or the Homeowners' Association is responsible. No decorative planting, structure or fence may be maintained within an easement area unless specifically approved by the Architectural Control Committee.

Section 3.13 Antennas and Clotheslines. No external aerial antenna, free-standing antenna towers, television or radio antenna of any kind, satellite reception dishes of any kind or clotheslines shall be permitted in Leota Meadows without the express written consent of the Architectural Control Committee, which may be granted in its sole discretion.

Section 3.14 Owners' Maintenance Responsibilities. The maintenance, upkeep, and repair of individual Lots and homes shall be the sole responsibility of the individual Owners thereof, and in no way shall it be the responsibility of the Association, its agents, officers or directors. Owners shall maintain their Lots and homes in good repair and in a clean, sightly, and sanitary condition at all times. Without limitation as to the foregoing, each Owner shall be obligated to keep his Lot and home in a clean, sightly and sanitary condition and maintain the landscaping on his Lot in a healthy and attractive state and in a manner comparable to that on the other Lots in Leota Meadows. No storage of firewood shall be permitted in front yards. After thirty (30) days' written notice to an Owner from the Association of such Owner's failure to so maintain his home or Lot, and after approval by a two-thirds (2/3) majority vote by the Board, the Association shall have the right, through its agents and employees, to enter upon any Lot

which has been found to violate the foregoing standards in order to repair, maintain and/or restore the home or Lot to such standards (including, but not limited to, the cutting of grass, weeding of beds, and pruning of shrubs and trees). The cost of such work shall be a special assessment on such Owner and his/her Lot only.

Section 3.15 View Preservation. No shrubs, trees or bushes shall be planted and allowed to grow to a height which unduly restricts the view from adjoining properties. The Architectural Control Committee, at its discretion, after an investigation, may require any such offending shrub, tree or bush to be pruned, trimmed or removed.

Section 3.16 Weapons. No firearms of any kind or nature, including rifles, handguns, bows, slingshots, BB guns, slings, traps, or any other like weapon, shall be used or discharged within Leota Meadows except by authorized governmental officials.

Section 3.17 Nuisances Prohibited. No noxious or offensive activity shall be conducted in any portion of Leota Meadows, nor shall anything be done or maintained therein in derogation or violation of the laws of the State of Washington or any other applicable governmental entity. Nothing shall be done or maintained on any portion of Leota Meadows which may be or become an annoyance or nuisance to the neighborhood or detract from the value of Leota Meadows community. The Association shall determine by Association Action whether an given use of a Lot unreasonably interferes with the rights of the other Owners to the use and enjoyment of their respective Lots or of the Common Areas, and such determination shall be final and conclusive.

Section 3.18 Residential Use of Temporary Structures Prohibited. No boat, trailer, camper, motorhome, basement, tent, shack, garage, barn or other outbuildings or any structure of a temporary character placed on the property shall at any time be used as a residence temporarily or permanently.

Section 3.19 Relief From Certain Provisions. In cases where an Owner has made a factual showing that strict application of the provisions of Sections 3.4, 3.5, 3.6, 3.10, and 3.13 only of this Article (regulating animals, commercial uses, vehicle storage, signs, and antennas, respectively) would work a severe hardship, the Board may grant the Owner relief from any of such provisions; provided, however, that such relief shall be limited by its scope or by conditions to only that necessary to relieve the hardship; and provided further, that no such relief shall be granted if the condition thereby created would in the reasonable judgment of the Board violate the provisions of Section 3.17 of this Article. The

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decision of the Board in granting or denying such relief shall be in its sole discretion and shall be final and conclusive.

Section 3.20 Wetland Tract and Native Growth Protection Easement Area. On the face of the Plat there is delineated a Wetland Tract and Native Growth Protection Easement Area. The Association shall have the responsibility, along with the Lot Owners, to preserve and maintain such areas in the Plat.

3.20.1 Majority Vote Controls. The decision of the Board shall be final and conclusive as to what maintenance is necessary. Notwithstanding the foregoing, each Owner shall be consulted as reasonably practical prior to expending any funds for maintenance or improvements, or incurring any indebtedness for maintenance or improvement.

3.20.2 Deadlock. In the event of a voting deadlock on any decision relating to maintenance of the wetland tract or Native growth protection easement area, the Owners agree to submit the matter to binding arbitration held according to the rules of the American Arbitration Association.

3.20.3 Assessments. The amount of maintenance or improvement expense incurred under this section 3.20 shall be assessed against each Owner's Lot on a prorata basis. Such assessment shall be paid within thirty (30) days after it is levied. Any assessment unpaid when due shall be delinquent and bear interest at the highest rate then permissible for non-usurious consumer transactions in the State of Washington.

3.20.4 Lien for Unpaid Assessments. The amount of any assessments plus interest due on any unpaid assessment pursuant to this Section 3.20, and any collection costs including reasonable attorney fees, whether or not suit is actually commenced, shall be a lien upon the Lot against which the assessment is levied and such lien shall commence as of the date the assessment is levied. The Board may record a notice of lien levied, pursuant to this Paragraph, provided, however, that until all lots of the Plat are sold by Declarant the Declarer herein shall have a right to record a lien notice.

ARTICLE 4

ASSOCIATION BUDGET, ASSESSMENTS, AND LIENS

Section 4.1 Owner's Covenants to Pay Assessments. By acquisition of any ownership interest in a Lot, the Owner thereof covenants and agrees thereby, on behalf of himself and his heirs, successors, and assigns, to pay the Association, in advance, all general and specific assessments levied as provided herein.

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Section 4.2 Association Budget. The Association shall prepare, or cause the preparation of, an operating budget for the Association at least annually, in accordance with generally accepted accounting principles. The operating budget shall set forth all sums required by the Association, as estimated by the Association, to meet its annual costs and expenses, including but not limited to all management and administration costs, operating and maintenance expenses of the Common Areas, and services furnished to or in connection with the Common Areas, including the amount of all taxes and assessments levied against, and the cost of liability and other insurance on, the Common Areas, and including charges for any services furnished by or to the Association; the cost of utilities and other services; and the cost of funding all reserves established by the Association. The funds required to meet the Association's annual expenses shall be raised from a general assessment against each Owner as provided hereafter. The Association may revise the operating budget after its preparation at any time and from time to time, as it deems necessary or advisable in order to take into account and defray additional costs and expenses of the Association.

Section 4.3 Levy of General Assessment. In order to meet the costs and expenses projected in its operating budget, the Association shall by Association Action determine and levy in advance on every Owner a general assessment. The amount of each Owner's general assessment shall be the amount of the Association's operating budget divided by the sum of the number of Lots. The Association shall make reasonable efforts to determine the amount of the general assessment payable by each Owner for an assessment period at least thirty (30) days in advance of the beginning of such period and shall at that time prepare a roster of the Owners and the general assessment allocated to each, which shall be open to inspection by any Owner upon reasonable notice to the Association. Notice of the general assessment shall thereupon be sent to each Owner; provided, however, that notification to an Owner of the amount of an assessment shall not be necessary to the validity thereof. The omission by the Association, before the expiration of any assessment period, to fix the amount of the general assessment hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article or a release by any Owner from the obligation to pay the general assessment, or any installment thereof, for that or any subsequent assessment period, but the general assessment fixed for the preceding period shall continue until a new assessment is fixed. Upon any revision by the Association of the operating budget during the assessment period for which such budget was prepared, the Association shall, if necessary, revise the general assessment levied against the Owners and give notice to each Owner.

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Section 4.4 Payment of General Assessment. Upon Association Action, installments of general assessments may be collected on a monthly, quarterly, semi-annual, or annual basis. Any Owner may prepay one or more installments on any assessment levied by the Association without penalty.

Section 4.5 Nondiscriminatory Assessment. Except as provided in Section 3.14 hereof, no assessment shall be made at any time which may unreasonably discriminate against any particular Owner or group of Owners in favor of other Owners. However, a special assessment may be made against a particular Owner by a two-thirds majority vote of the Board if, after notice from the Association of failure to maintain such Lot in a condition comparable to the other Lots has been given, the Association elects to expend funds to bring such Owner's Lot up to such comparable standard.

Section 4.6 Commencement of Assessments. Liability of an Owner for assessments shall commence on the first day of the month following the date upon which any instrument of transfer to such Owner becomes operative (such as the date of a deed or the date of a recorded real estate contract for the sale of any Lot or, if earlier, the first day of the calendar month following Owner's occupancy of such Lot). The Declarant, its successors and assigns, shall not be liable for any assessments with respect to any Lot unless such Lot is occupied.

4.6.1 Until January 1 of the year following the first conveyance of a Lot to an Owner, the maximum quarterly assessment (excluding Special Assessments) shall be \$25.00 per Lot.

4.6.2 In each calendar year after the year in which the first conveyance of a Lot to an Owner occurs, the maximum assessment may be increased by a vote of the Board, not more than twenty percent (20%) over the previous year's maximum assessment.

4.6.3 An increase in assessments may only exceed the limit set forth in Section 4.6.2 by a vote of two-thirds (2/3) of the Members of the Association voting at a meeting duly called for such purpose.

Section 4.7 Certificates of Assessment Payment. Upon request, the Board shall furnish written certificates certifying the extent to which assessment payments on a specified Lot are paid and current to the date stated therein. A reasonable charge may be made by the Association for the issuance of such certificate.

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Section 4.8 Special Assessments. In addition to the general assessments authorized by this Article, the Association may, by Association Action, levy a special assessment or assessment at any time, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, inordinate repair, or replacement of a capital improvement located upon or forming a part of the Common Areas, including necessary fixtures and personal property related thereto, or for such other purpose as the Association may consider appropriate; provided, however, that any such special assessment in excess of \$250 per Lot must have the prior favorable vote of two-thirds of the Owners. The due dates of any special assessment payments shall be fixed by the Association Action authorizing such special assessment.

Section 4.9 Effect of Nonpayment of Assessment. If any assessment payment is not made in full within thirty (30) days after it was first due and payable, the unpaid amounts shall constitute a lien against the Lot assessed and shall bear interest from such due date at a rate set by the Board in its rules and regulations which shall not exceed the highest rate then permitted by law. By acceptance of a deed to a Lot, recording of a real estate contract therefore, or any other means of acquisition of an ownership interest, and whether or not it shall be so expressed in any such deed or other instrument, each Owner shall be deemed to grant thereby to the Association, its agents and employees, or to Declarant as may be applicable, the right and power to bring all actions against such Owner personally for the collection of such assessments as a debt, and to enforce the liens created by this Declaration in favor of the Association by foreclosure of the continuing liens in the same form of action as it then provided for the foreclosure of a mortgage on real property. The liens provided for in this Declaration shall be for the benefit of the Association, and shall arise in accordance with the terms of this Declaration without the necessity of any further action by the Association. The Association shall have the power to bid at any lien foreclosure sale and to acquire, hold, lease, mortgage, and convey the Lot foreclosed against.

Section 4.10 Duration of Lien. Any lien arising pursuant to Section 4.9 shall be a continuing lien in the amount stated in the assessment from the time of the assessment, but expiring pro rata as the assessment payments are made, and shall also be the personal obligation of the person or entity who is the Owner of the Lot at the time of the assessment. The personal obligation to pay a prior assessment shall not pass to successors in interest unless expressly assumed by them; provided, however, that in the case of a sale or contract for the sale of any Lot which is charged with the payment of any assessment, the person or entity who is the

Owner immediately prior to the date of such shall be personally liable for the amounts of the monthly installments due prior to said date, and the new Owner shall be personally liable for monthly installments becoming due on or after such date. The foregoing limitation on the duration of the personal obligation of an Owner to pay assessments shall not, however, affect the validity of duration of the continuing lien for unpaid assessments against the respective Lot.

Section 4.11 Suspension for Nonpayment of Assessment. If an Owner shall be in arrears in the payment of any assessment due, or shall otherwise be in default of the performance of any terms of the Governing Documents of the Association for a period of 30 days, said Owner's voting rights shall without the necessity of any further action by the Association, be suspended (except as against foreclosing secured parties) and shall remain suspended until all payments, including interest thereon, are brought current and any other default is remedied. No Owner, is relieved of liability for assessments by nonuse of the Common Areas or by abandonment of a Lot.

Section 4.12 Reserves for Replacement. As a common expense, the Association shall establish and maintain a reserve fund for replacement of the Common Areas and any improvements thereon. Such fund shall be deposited with a banking institution. The reserve fund shall be expended only for the purpose of effecting the replacement of the Common Areas and any improvements and community facilities thereon, and to any docks, sidewalks, roads, walls or pathways developed as a part of Leota Meadows, equipment replacement, and for operating contingencies of a nonrecurring nature. The Association may establish such other reserves for such other purposes as it may from time to time consider to be necessary or appropriate. The proportional interest of any Owner in any such reserves shall be considered an appurtenance of his Lot and shall not be separately withdrawn, assigned, or transferred from the Lot to which it appertains.

Section 4.13 Certain Areas Exempt. The Tracts and all portions of Leota Meadows dedicated to and accepted by King County or other public authority shall be exempt from assessments by the Association.

ARTICLE 5

MORTGAGEES

Section 5.1 Intent of Provisions. The provisions of this Article 5 apply for the benefit of each Mortgagee who lends money

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for purposes of construction or to secure the payment of the purchase price of a Lot.

Section 5.2 Mortgagee's Personal Nonliability. The holder of a Mortgage shall not, by reason of its security interest only, be personally liable for the payment of any assessment or charge.

Section 5.3 Mortgagee's Rights During Foreclosure. During foreclosure of a Mortgage, including any period of redemption, the holder of the Mortgage may exercise any or all of the rights and privileges of the Owner of the encumbered Lot, including but not limited to the right to vote in the Association to the exclusion of the Owner's exercise of such rights and privileges.

Section 5.4 Mortgagee as Owner. At such time as a Mortgagee shall become the record Owner of the Lot previously encumbered by the Mortgage, the Mortgagee shall be subject to all of the terms and conditions of this Declaration, including the obligation to pay for all assessments and charges in the same manner as any Owner, including any unpaid assessments or charges.

Section 5.5 Mortgagee's Title Subject to Liens. A Mortgagee or other secured party acquiring title to a Lot through foreclosure, deed in lieu of foreclosure, or equivalent method, shall acquire title to the encumbered Lot subject to any lien authorized by or arising out of the provisions of this Declaration, insofar as such lien secures the payment of any assessment due but unpaid before the final conclusion of any such proceeding, including the expiration date of any period of redemption.

Section 5.6 Survival of Assessment Obligation. After the foreclosure of a security interest in a Lot, any unpaid assessments shall continue to exist and remain as personal obligation of the Owner against whom the same was levied, and the Association may, but is not obligated to, use reasonable efforts to collect the same from such Owner.

Section 5.7 Subordination of Assessment Liens. The liens for assessments provided for in this Declaration shall not be subordinate to the lien of any first Mortgage or other security interest placed upon a Lot as a construction loan security interest or as a purchase price security interest. The sale or transfer of any Lot or of any interest therein shall not affect the liens provided for in this Declaration except as otherwise specifically provided for herein, and in the case of a transfer of a Lot for purposes of realizing a security interest, liens shall arise against the Lot for any assessment payments coming due after the date of completion of foreclosure.

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ARTICLE 6

COMMON AREAS

Section 6.1 Title to Common Areas. Common Areas may be designated on a final plat or other recorded map or plan creating Leota Meadows. Every Common Area shall be subject to an easement of common use and enjoyment in favor of the Association and every Owner, their heirs, successors, and assigns, in accordance with the terms and conditions of the Governing Documents.

Section 6.2 Maintenance of Common Areas. The Association shall maintain, repair, replace, improve, and otherwise manage all of the Common Areas so as to keep them in good repair and condition and shall conduct such additional maintenance, repair, replacement, construction, or reconstruction as may be determined pursuant to Association Action. The Association shall take any action necessary or appropriate to the maintenance and up keep of the Common Areas and improvements thereon.

ARTICLE 7

INSURANCE; CASUALTY LOSSES; CONDEMNATION

Section 7.1 Insurance Coverage. The Association shall, subject to change by Association Actions, maintain at all times as an Association expense a policy or policies and bonds written by companies licensed to do business in Washington providing:

7.1.1 Insurance against loss or damage by fire and other hazards covered by the standard extended coverage endorsement in an amount as near as practicable to the full insurable replacement value (without deduction for depreciation) of the Common Areas, with the Association named as insured as trustee for the benefit of Owners and Mortgagees as their interests appear.

7.1.2 General comprehensive liability insurance with a combined single limit of \$1,000,000 insuring the Association, the Owners, and Declarant against any liability to the public or to the Owners and their guests, invitees, licensees, or tenants, incident to the ownership or use of the Common Areas.

7.1.3 Worker's compensation insurance to the extent required by applicable laws.

7.1.4 Such other insurance as the Association deems advisable; provided, that notwithstanding any other provisions

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herein, the Association shall continuously maintain in effect casualty, flood, and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for similar projects established by Federal National Mortgage Association, Governmental National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Authority, and Veterans Administration, so long as any of them is a Mortgagee or Owner, except to the extent such coverage is not available or has been waived in writing by such agencies.

Section 7.2 Casualty Losses. In the event of substantial damage to or destruction of any of the Common Areas, the Association shall give prompt written notice of such damage or destruction to the Owners and to the holders of all First Mortgages. Insurance proceeds for damage or destruction to any part of the Common Areas shall be paid to the Association as a trustee for the Owners, or its authorized representative, including an insurance trustee, which shall segregate such proceeds from other funds of the Association.

Section 7.3 Condemnation. In the event any part of the Common Areas is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, the Association shall give prompt notice to any such proceeding or proposed acquisition to the Owners and to the holders of all First Mortgages who have requested from the Association notification of any such proceeding or proposed acquisition. All compensation, damages, or other proceeds therefrom, shall be payable to the Association.

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ARTICLE 8

ENFORCEMENT

Section 8.1 Right to Enforce. The Association, Declarant, or any Owner, shall have the right to enforce, by any appropriate proceeding at law or in equity, all covenants, conditions, restrictions, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure or forbearance by any person or entity so entitled to enforce the provisions of this Declaration to pursue enforcement shall in no event be deemed a waiver of the right to do so thereafter. Any lien mentioned herein may be enforced in the same manner as is provided in Chapter 60.04 of the Revised Code of Washington.

Section 8.2 Remedies Cumulative. Remedies provided by this Declaration are in addition to, cumulative with, and are not in lieu of, other remedies provided by law. There shall be, and there is hereby created, a conclusive presumption that any breach or

attempted breach of the covenants, conditions, and restrictions herein cannot be adequately remedied by an action of law or exclusively by recovery of damages.

Section 8.3 Covenants Running With the Land. The covenants, conditions, restrictions, liens, easements, enjoyment rights, and other provisions contained herein are intended to and shall run with the land and shall be binding upon all persons purchasing, leasing, subleasing, or otherwise occupying any portion of Leota Meadows, their heirs, executors, administrators, successors, grantees, and assigns. All instruments granting or conveying any interest in any Lot shall be subject to this Declaration.

Section 8.4 Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any provision shall not effect any other provision hereof.

ARTICLE 9

AMENDMENT AND REVOCATION

Section 9.1 Amendment by Declarant. Declarant reserves the right to and may, on its sole signature, change, cancel or amend any or all of the covenants, conditions and restrictions set forth in this Declaration.

Section 9.2 Amendment By Association. This Declaration may also be amended at any time by an instrument executed by the Association for and on behalf of the Owners, provided, however, that such amendments during the first twenty (20) years from date of this Declaration shall have received the prior approval of an affirmative vote of the Owners having ninety percent (90%) of the total outstanding votes in the Association and thereafter by affirmative vote of the Owners having seventy-five percent (75%) of the total outstanding votes in the Association; and provided, further, that no such amendment shall be valid without the prior written consent of the Declarant so long as Declarant retains an ownership interest in any Lot.

Section 9.3 Effective Date. Amendments shall take effect only upon recording with the King County Department of Records and Elections.

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ARTICLE 10

GENERAL PROVISIONS

Section 10.1 Taxes. Each Owner shall pay without abatement, deduction, or offset, all real and personal property taxes, general and special assessments, including local improvement assessments, and other charges of every description levied on or assessed against his Lot, or personal property located on or in the Lot.

Section 10.2 Non-Waiver. No waiver of any breach of this Declaration shall constitute a waiver of any other breach, whether of the same or any other covenant, condition, or restriction.

Section 10.3 Enforcement and Attorneys' Fees. Enforcement of this Declaration may be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant herein or to restrain such violation or to recover damages. In the event of a suit or action to enforce any provision of this Declaration or to collect any money due hereunder or to foreclose a lien, the unsuccessful party in such suit or action shall pay to the prevailing party all costs and expenses, including title reports, and all attorney's fees that the prevailing party has incurred in connection with the suit or action, in such amounts as the court may deem to be reasonable therein, and also including all costs, expenses, and attorneys' fees incurred in connection with any appeal from the decision of a trial court or any intermediate appellate court.

Section 10.4 No Abandonment of Obligation. No Owner, through his non-use of any Common Area, or by abandonment of his Lot, may avoid or diminish the burdens or obligations imposed by this Declaration.

Section 10.5 Interpretation. The captions of the various articles, sections and paragraphs of this Declaration are for convenience of use and reference only and do not define, limit, augment, or describe the scope, content or intent of this Declaration or any parts of this Declaration.

Section 10.6 Severability. Invalidation of any one of these covenants, conditions and restrictions or provisions by judgment or court order shall in no way affect any other of the same, all of which shall remain in full force and effect.

Section 10.7 Notices. All notices, demands, and other communications ("Notices") permitted or required to be given by this Declaration shall be in writing and, if mailed postage prepaid by certified or registered mail, return receipt requested, shall be

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deemed given three days after the date of mailing thereof, or on the date of actual receipt, if sooner; otherwise, Notices shall be deemed given on the date of actual receipt. Notice to any Owner may be given at any Lot owned by such Owner; provided, however, that an Owner may from time to time by Notice to the Association designate such other place or places or individuals for the receipt of further Notices. If there is more than one Owner of a Lot, Notice to any one such Owner shall be sufficient. The address of Declarant and of the Association shall be given to each Owner. If the address of Declarant or the Association shall be changed, Notice shall be given to all Owners.

Section 10.8 Indemnification. The Association shall indemnify every officer, director and any member of any committee authorized to act on behalf of the Association by the Board or by this Declaration against any and all expenses, including counsel fees, reasonably incurred by, or imposed upon, any officer, director or committee member in connection with any action, suit or proceeding if approved by the then Board to which he or she may be a party by reason of being or having been an officer, director or committee member. The officers, directors and committee members shall not be liable for any mistakes of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers, directors and committee members 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, directors and committee members may also be members of the Association), and the Association shall indemnify and forever hold each officer, director and committee member free and harmless against any and all liability to others on account of any such contract or commitment. The Association may, as a common expense, maintain adequate general liability and officers', directors' and committee members liability insurance to fund this obligation.

Section 10.9 Applicable Law. This Declaration shall be construed in all respects under the laws of the State of Washington.

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EXHIBIT A

Legal Description for Leota Meadows

Reference is made to the Legal Description contained on the Face of the Plat of Leota Meadows, recorded in Volume 170 of Plats, Page 57, in King County, Washington, which Legal Description is incorporated herein as though fully set forth.

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Recorded by Evergreen Title Co.

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340323-1642 03:17:00 PM KING COUNTY RECORDS 004 SM 10.00

1040

W-181

PARTICIPATION AGREEMENT

I/we are property owners fronting on N.E. 192nd Street, Woodinville, Washington, legally described as: see attached

I/we own a total front footage of 468 feet along N.E. 192nd Street. I/we are aware that developers, Bold E Rizzuto, intend to improve N.E. 192nd Street from 152nd Ave. N.E. to 148th Ave. N.E. Said improvements are to include:

1. Street improvements with 22' of asphalt pavement, with related storm sewer and storm sewer retention system. All in accordance with King County standards.
2. Complete 8" domestic water mains and related fire hydrants. All in accordance with Woodinville Water District and King County standards.
3. Natural Gas Mains per Washington Natural Gas standards.
4. Underground telephone, television and power per the respective utility purveyors standards.

I/we understand that I/we may participate in the cost of these improvements and as a participant we would have all of the above utilities stubbed to our property line and we would not be assessed or charged any latecomer charge for these initial improvements in the future.

I/we also understand that the developers estimate the cost of these improvements to be \$120.00 per linear foot of roadway and that the developers will allow us to participate for 25% of the estimated

Participation Agreement
Page Two

cost and that our contribution will not exceed \$30.00 per linear foot of frontage owned by us along N.E. 192nd.

I/we further understand that upon completion and acceptance by the necessary governing authorities of these improvements, that the amount of \$ 14,040⁰⁰ ~~24~~ will be due and payable to the developers.

I/we agree that in the event that this agreement is entered into and the work has been completed that if payment is not made, developers may record this agreement and said payment will become a lien on said property.

Agreed to on the 19 day of OCTOBER, 1993.

Developers

Owners

Jerry Bold
Jerry Bold

David K. Prich

Michael Mizutani
Michael Mizutani

Louise A. Prich

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Legal Description
Attachment to Participation Agreement.

1. Lot 3, Block 2, of Hendrickson's replat of McCloy's Garden Tracts as recorded in Volume 22 of plats, Page 29, records of King County, Washington.
2. The ^{5/2nd} East 1/2 of lot 2, Block 2 of Hendrickson's replat of McCloy's Garden Tracts as recorded in Volume 22 of plats, Page 29, records of King County, Washington.

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STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Arvid K. Pride is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated Oct 19, 1993

Arvid K. Pride

Notary Public in and for the State
of Washington, residing at KING COUNTY
My Appointment Expires 7-7-95

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that LOUISE A. Pride is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated Oct 19, 1993

Arvid K. Pride

Notary Public in and for the State
of Washington, residing at KING COUNTY
My Appointment Expires 7-7-95

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AFTER RECORDING RETURN TO:



20th Century Homes
19175 - 162nd Avenue NE
Woodinville, WA 98072

Document type: CCR's

Reference numbers of related documents: _____ FILED BY PNWT

Additional reference numbers on page _____ of document 382958-2

- Grantor(s):
- 1. Roger P. Oppen
 - 2. Sheryl A. Oppen
 - 3. _____
 - 4. _____

etc. additional names on page _____ of document

- Grantee(s):
- 1. Owners of Beverly Hills Estates
 - 2. _____
 - 3. _____
 - 4. _____

etc. additional names on page _____ of document

Legal description: Abbreviated form: Beverly Hills Estates 190/90

Full legal description on page _____ of document; Property tax account number(s):

022505-9039-09 Entire Plat

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
RESERVATIONS FOR BEVERLY HILLS ESTATES

190/90

This Declaration is made on the 28th day of June, 1999, by Roger P. Oppen and Sheryl A. Oppen, husband and wife, ("Declarant") as the owners of certain real property situated in the City of Woodinville, King County, State of Washington, known as Beverly Hills Estates, which property is more specifically described on Exhibit "A", which is attached hereto and incorporated herein by this reference. This Declaration amends, replaces and supersedes any prior Declarations of covenants, conditions, restrictions and reservations for Beverly Hills Estates, whether or not recorded.

Now, therefore, Declarant hereby covenants, agrees and declares that all of Beverly Hills Estates, as defined herein and described in Exhibit A hereto, and the buildings and structures hereafter constructed thereon are, and will be held, used, transferred, sold and conveyed subject to and burdened by the following covenants, conditions, restrictions, reservations, easements and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of Beverly Hills Estates, for the benefit of the Owners thereof, their heirs, successors, grantees, and assigns. All provisions of this Declaration shall be binding upon all parties having or acquiring any right, title, or interest in Beverly Hills Estates or any part thereof, and shall inure to the benefit of the Owners thereof and to the benefit of the Association and are intended to be and shall in all respects be regarded as covenants running with the land

ARTICLES

DEFINITIONS

Section 1.1 "Architectural Control Committee" shall mean and refer to the duly appointed Committee of the Association as further described in Section 2.5 and as sometimes referred to herein as the "Committee".

Section 1.2 "Association" shall mean and refer to the Beverly Hills Estates Homeowners' Association, an association of the homeowners in Beverly Hills Estates, its and their successors and assigns

Section 1.3 "Building Setback Line" shall mean and refer to the various setback requirements designated on the face of the final plat of Beverly Hills Estates, beyond which no structures, filing, grading or other obstructions are permitted as set forth in Section 3.2 hereof.

Section 1.4 "Declaration" shall mean and refer to this instrument, as the same may be supplemented or amended from time to time.



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Section 1.5 "Governing Documents" shall mean and refer to this Declaration of Covenants, Conditions, Restrictions and Reservations and the Bylaws of the Beverly Hills Estates Homeowners' Association, rules and regulations of the Association, and rules and procedures of the Architectural Control Committee as any of the foregoing may be amended from time to time.

Section 1.6 "Lot" shall mean and refer to any legally segmented and alienable portion of Beverly Hills Estates created through subdivision or any other legal process for dividing land and subjected to this Declaration by appropriate recording, with the exception of dedicated rights of way and Tracts designated as Common Areas

Section 1.7 "Owner" shall mean and refer to the record Owner (whether one or more persons or entities) of a fee interest in any Lot, including the Declarant but excluding Mortgagees or other persons or entities having such interest merely a security for the performance notes or real estate contracts. The vendees in real estate contracts shall be deemed Owners as against their respective sellers and assignors for the purpose of this Declaration.

Section 1.8 "Single Family" shall mean and refer to a single housekeeping unit that includes not more than 4 adults who are legally unrelated.

Section 1.9 "Beverly Hills Estates" shall mean and refer to that certain real property which is legally described on Exhibit A attached hereto, and such additions thereto as may hereafter be brought within the terms and conditions hereof by an appropriate recording

ARTICLE 2

BEVERLY HILLS ESTATES ASSOCIATION

Section 2.1 Description of Association The Association is a non-profit association organized and existing under the laws of the State of Washington, charged with the duties and vested with the powers prescribed by law and set forth in the Governing Documents, as they may be amended from time to time provided, however, that no Governing Documents other than this Declaration shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this declaration.

Section 2.2 Votes Appurtenant to Lots and Board of Directors. Every Owner shall be a member of the Association and shall be entitled to cast 1 vote in the Association for each Lot owned. A vote shall be appurtenant to and held and owned in the same manner as the beneficial fee interest in the Lot to which it relates. A vote shall not be separated from ownership of the Lot to which it relates; provided however, that when more than 1 entity holds beneficial fee interest in any Lot, the vote therefore shall be cast as the Owners among themselves determine, but in no event shall more than 1 vote be cast with respect to any Lot, and in the event the Owners of the Lot are unable to agree as to the



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casting of their vote, such vote shall not be counted. These Covenants shall be enforced by the Board of Directors of the Association (the "Board"). The Board shall elect officers of the Association from among the Board members, which shall include a president who shall preside over the meetings of the Board and meetings of the Association.

Section 2.3 Owner's Compliance with Governing Documents. By acceptance of a deed to a Lot, recording of a real estate contract conveying title to a Lot, or any other means of acquisition of an ownership interest, the Owner thereof covenants and agrees, on behalf of himself and his heirs, successors and assigns, to observe and comply with all terms of the Governing Documents and all rules and regulations duly promulgated pursuant to Association Action.

Section 2.4 Bylaws, Rules and Regulations. The Board on behalf of the Association shall have the power to adopt, modify, and amend rules and regulations governing the use of Beverly Hills Estates, provided that such rules and regulations shall not be inconsistent with this Declaration. The rules and regulations shall apply uniformly to all Owners, except as specifically provided herein. The Board shall have the power to enforce the rules and regulations on behalf of the Association and may prescribe penalties for the violation of such rules and regulations. Any such rules and regulations shall be effective thirty (30) days after declaration and shall be mailed to all Owners prior to their effective date. A copy of the rules and regulations then in force shall be retained by the secretary of the Association.

Section 2.5 Architectural Control Committee. The Architectural Control Committee shall consist of Roger P. Oppen and Sheryl A. Oppen, owners of Twentieth Century Homes, Inc. (or their successors as appointed by them with their discretion) After all of the Lots in Beverly Hills Estates have been sold and built by Declarants, the duties of Architectural Control Committee shall become the responsibility of the Beverly Hills Estates Homeowners Association.

2.5.1 Jurisdiction and Purpose. The Committee shall review proposed plans and specifications for construction of all residences and other structures within Beverly Hills Estates, and including (but not limited to) any additions, exterior alterations, landscaping, clearing, rockeries, fences, walls, pools, hot tubs, sport courts, painting and excavation. An Owner or prospective Owner shall submit architectural and landscaping plans to the Committee for its review prior to closing the purchase of a Lot if possible, but not later than 30 days before applying for a building permit. The Committee may adopt and publish rules and procedures for the review of such plans and specifications but absence of such shall not affect the Committee's authority hereunder. It shall be the obligation of each Owner or prospective Owner to be familiar with the rules and procedures of the Committee. As conditions precedent to approval of any matter submitted to it, the Committee shall find:

1. The approval of the plan is in the best interest of the Owners.



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2. General architectural considerations including layout, relationship of structures to natural features and adjacent homes, orientation and location of buildings, vehicular access, circulation and parking, setbacks, height, walls, fences and similar elements have been designed to be compatible with the overall design of Beverly Hills Estates.

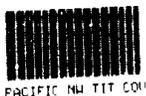
3. General site considerations including site layout, relationship of site to vegetation, natural features, open space and topography, orientation and locations of buildings, vehicular access and driveway lighting, circulation and parking, setbacks, height, walls, fences and similar elements have been designed to be compatible with the overall design of Beverly Hills Estates.

4. General landscape considerations, including the location, type, size, color, texture and coverage of plant materials, provisions for irrigation, maintenance and protection of existing landscaped areas and similar elements have been considered to ensure visual relief, to complement buildings and structures, and to provide an attractive environment for the enjoyment of the Owners in general and enhancement of the property values in Beverly Hills Estates

2.5.2 Approval Procedures. A preliminary application for approval must be submitted in writing to the Committee at the designated address, or in the absence of a designated address, at the address of the Chair of the Committee, or in absence of the Chair of the Committee, at the residence of the President of the Association. Within fifteen (15) days following receipt of a preliminary application, the Committee shall notify the applicant in writing as to whether the application is complete and, if not, of any additional information that may be required before the Committee can review the application. The application must, in form and substance, comply with the Committee's rules and procedures. The Committee shall review the application in accordance with the provisions of this Section 2.5 as soon as possible after the complete application has been filed. The decision of a majority of the members of the Committee shall be the decision of the Committee. One copy of approved plans will remain in the Committee's files. All disapproved plans will be returned to the applicant.

2.5.3 Failure of the Committee to Take Action. The Committee's approval or disapproval as required herein shall be in writing. Except as provided in Section 2.5.5 below, in the event the Committee fails to respond to an applicant's complete and properly submitted application within thirty (30) days after the Committee has notified the applicant that the application is complete, formal written approval will not be required, and the applicant shall be deemed to have fully complied with the provisions for approval.

2.5.4 Committee's Obligation. The Committee, in its deliberations and in the discharge of its obligations hereunder, shall act objectively and fairly in making decisions concerning various plans, specifications, plot plans and landscape plans submitted to it by various applicants for consideration in accordance with the provisions of this Declaration. The determinations of the Committee as to noncompliance shall be in writing, signed by the Committee, and shall explain in reasonable detail the reason for the noncompliance. The Committee may approve, approve with conditions, or disapprove an application or any part thereof. In all cases, the ultimate responsibility for satisfying all local building codes and governmental requirements rests with the applicant. In consideration of the Committee's review of the applicant's application, the



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applicant shall be deemed to and shall indemnify and hold the Committee harmless from any claim or damages resulting from applicant's failure to comply with applicable building codes or other governmental requirements. The members of the Committee shall have no personal liability for any action by or decision of the Committee. By acceptance of a deed to a property within the plat, the owner of that property agrees and covenants not to maintain any action against any member of the Committee which seeks to hold that member personally or individually liable for damages relating to or caused by any action of or decision by the Committee.

2.5.5 Exemptions and Variances from Committee Requirements. The Committee may, upon request, grant exemptions and variances from the rules and procedures of the Committee and the requirements of this Declaration when the party requesting such exemption or variance establishes to the satisfaction of the Committee that the improvement or other matters which are desired by the applicant are aesthetically as appealing, suited to the climatic conditions, and compatible with the overall character of the development as are similar improvements or matters which conform to the requirements of this Declaration. Requests for an exemption or variance shall be submitted in writing to the Committee and shall contain such information as the Committee shall from time to time require. The Committee shall consider applications for exemption or variance and shall render its decisions within thirty (30) days after notice to the applicant of proper submissions. The failure of the Committee to approve an application for an exemption or variance shall constitute disapproval of such application.

2.5.6 Failure of Applicant to Comply. Failure of an applicant to comply with the rules and procedures of the Committee or the final application as approved by the Committee shall, at the election of the Association's Board exercised after thirty (30) days' written notice to such applicant, constitute a violation of this declaration. In that event, the Board shall be empowered to pursue any appropriate remedy including, but not limited to, an action for injunctive or specific performance.

ARTICLE 3

USE COVENANTS, CONDITIONS AND RESTRICTIONS

Section 3.1 Authorized Uses. Lots in Beverly Hills Estates shall be used solely for residential purposes and related facilities normally incidental to a residential community. No Lot shall be further subdivided without unanimous prior written consent and approval by the Board. No structures or buildings of any kind shall be erected, altered, placed or permitted to remain on any Lot other than one single family dwelling for single family occupancy only, not to exceed the height limitations as allowed by the City of Woodinville, with a private enclosed garage for not more than four (4) standard sized automobiles. No Lot or portion of a Lot in the Plat shall be divided and sold or resold or ownership changed or transferred whereby the ownership of any portion of this Plat shall be less than the area required by the applicable zoning of the City of Woodinville.



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Section 3.2 Approval of Building or Clearing Plans Required. No building, fence, deck, patio, wall, kennel, or other structure shall be commenced, erected, or maintained upon a Lot or any other portion of Beverly Hills Estates nor shall any exterior addition to or change or alteration therein be made, nor shall a Lot be cleared or excavated for use, until the written plans and specifications showing the nature, kind, shape, height, materials, colors, and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee. All structures shall conform to the Uniform Building Code in effect at the time of construction. Any significant tree removal must have the written approval of the Committee and must comply with the City of Woodinville's plan. Although the Committee shall have full authority to approve or disapprove of any specific proposal, the following restrictions shall apply to Beverly Hills Estates in general:

3.2.2 Building Materials. Each home constructed on each Lot shall be built of new materials except, with the approval of the Architectural Control Committee, decorative items such as used brick, weathered planking and similar items. All visible masonry shall be approved by the Architectural Control Committee. Cedar shake or cedar shingles are the preferred roofing materials for Beverly Hills Estates. Any other roofing materials as well as the types and colors of exterior paint and stain must be submitted to the Architectural Control Committee for approval. No owner shall at any time erect, make, keep, establish, or maintain on any Lot a mobil home, trailer home, or other movable structure used, or designed for use, even though not in actual use, as a residence, sleeping quarters, or as an out building.

3.2.3 Landscaping. Yards shall be fully landscaped within eight (8) months after the closing of the real estate transaction. Extensions or changes to this schedule will need approval by the Architectural Committee.

3.2.4 Fencing, Walls and Hedges. No fence erected within Beverly Hills Estates shall be over six (6) feet in height. In general, fences will not be allowed except to enclose backyard areas for pools, pets, children and the like. Under no circumstances shall any fence, wall or hedge be erected, placed or altered on any Lot nearer to any street than the building setback line, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two (2) feet above the finished grade at the back of said wall. Fence materials for all Lots shall be cedar masonry with a design approved by the Committee to preserve views. No barbed wire, chain link or corrugated fiberglass fences shall be erected on any Lot. All fences are to meet the standards set by the Committee and must be approved by the Committee prior to construction.

3.2.5 Contractor. No home may be constructed on any Lot other than by a contractor licensed as a general contractor under the statutes of the state of Washington without the prior approval by the Architectural Control Committee.

3.2.6 Driveways. All driveways and parking areas shall be paved with materials approved by the Architectural Control Committee; provided that all driveways shall be



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asphalt blacktop or exposed aggregate with a minimum of 2 lbs. per yard of lamp brick or be brick paver or other material approved by the Architectural Control Committee. Wherever possible, driveways shall not exceed twelve (12) feet in width where they intersect any roadway.

3.2.7 Yard Lamps. Each Owner shall install and maintain, at the sole expense of such Owner, at least one yard lamp at the driveway entrance to the Lot for the purpose of street and driveway illumination. Said yard lamp shall be of a type, design and installation specified by the Architectural Control Committee.

3.2.8 Dwelling Size. The square footage of the main structure, exclusive of one-story open porches and garages, shall not be less than Two Thousand Eight Hundred (2,800) square feet for a one-story dwelling, nor less than Two Thousand Eight Hundred (2,800) square feet for a dwelling of more than one-story.

3.2.9 Date for Completion of Construction. Any dwelling or structure erected or placed on any residential Lot shall be completed as to external appearance, including finished painting, within eight (8) months from the date of commencement of construction unless the Architectural Control Committee elects to grant an extension which it may do in its sole discretion. Any dwelling shall be connected to any public systems which are required under the building or development permit.

3.2.10 Disturbed Earth. Removal and disruption of vegetative covering shall be minimized to protect existing vegetation as much as possible. Disturbed areas shall be reseeded and landscaped.

Section 3.3 Leasing Restrictions. No Lot may be leased or rented by any party for a period of less than thirty (30) days, nor shall any part of any Lot be rented or leased. Each lease or rental agreement shall be in writing and shall by its terms provide that it is subject in all respects to the provisions of the Governing Documents. Any failure by a lessee to comply with the terms of the Governing Documents shall be a default under the lease, whether or not it is so expressed therein. Other than the foregoing, there is no restriction on the right of any Owner to lease his Lot.

Section 3.4 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept, provided however, that dogs, cats, or other conventional household pets may be kept if they are not kept, bred, or maintained for any commercial purposes or in numbers or under conditions reasonably objectionable in a residential community. 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, such determination shall be final and conclusive. Pets shall be registered, licensed and inoculated from time to time as required by law. When not confined to the Owner's Lot, pets within Beverly Hills Estates shall be leashed and accompanied by a person responsible for cleaning up any animal waste.



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Section 3.5 Commercial Uses. No commercial enterprise, including itinerant vendors, shall be permitted on any Lot; provided, however, that the Association may, by adopting rules and regulations, permit specified home occupations to be conducted if allowed by law and if such occupation will not, in the reasonable judgment of the Association, cause traffic congestion or other disruption of the Beverly Hills Estates community; and provided further that no signs or advertising devices of any character shall be permitted.

Section 3.6 Vehicle Storage. No storage of goods, vehicles, boats, trailers, trucks, campers, recreational vehicles or other equipment or device shall be permitted in open view from any Lot or street except this shall not exclude temporary (less than seventy-two (72) hours) parking of vehicles on the designated driveway areas adjacent to garages on the Lots. All such items must be screened or enclosed and parked alongside or behind the dwelling. Upon forty-eight (48) hours notice to the Owner of any improperly parked or stored vehicle, boat, or other equipment, the Association has the authority to have removed at the Owner's expense any such vehicle visible from the street or any Lot, or any vehicle that is parked on any Lot, street or within a Common Area for more than seventy-two (72) hours. No Owner shall permit any vehicle which is in an extreme state of disrepair, to be abandoned or to remain parked upon any street or Lot within the existing property for a period in excess of forty-eight (48) hours.

Section 3.7 Garbage Composting and Refuse Disposal. No Lot or tract shall be used as a dump for trash, garbage, ashes, refuse, junk, vehicles or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal and shall be kept in a clean and sanitary condition. Yard rakings, such as rocks, lawn and shrubbery clippings, and dirt and other material resulting from landscaping work shall not be dumped onto any other property, public or private streets or ditches, and must be kept out of sight from adjoining Lots. The removal and disposal of all such materials shall be the sole responsibility of the individual Lot Owner. No incinerators shall be kept or maintained, and no burning of any trash, refuse or scrap of any kind shall be permitted, as per the City of Woodinville. Storage containers for the disposal of trash, garbage or other waste shall be those permitted by the waste disposal company for the City of Woodinville. Composting may be permitted provided it is wholly contained in an appropriate compost bin and is kept out of sight from adjoining Lots. Such bin or container shall be subject to the approval of the Architectural Control Committee.

Section 3.8 Utilities Underground. Except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, telephone, power, or television cable or similar transmission line shall be installed or maintained above the surface of the ground.

Section 3.9 Mailboxes. Mailboxes, mailbox shelters and address standards shall be constructed according to plans approved by the Architectural Control Committee. Whenever mailbox shelters have been constructed within two hundred (200) feet of any



Lot line, no separate mailbox will be permitted for an Owner. Maintenance of any such mailbox shelter shall be the responsibility of the Association.

Section 3.10 Signs. Except for entrance, street, directional, traffic control, and safety signs, no promotional signs, billboards or advertising devices of any character shall be erected, placed, posted, displayed or maintained in Beverly Hills Estates without prior approval of the Architectural Control Committee; provided, however, that one temporarily real estate "for sale" sign not exceeding four (4) square feet in area (not exceeding 18" high or 24" wide) may be erected or displayed upon any Lot or attached to any residence placed upon the market for sale or lease. Any such temporary real estate sign shall be removed promptly following the sale or rental of such Lot or residence. In addition to allowable real estate signs, a builder has rights to install signs as need while construction is under way in the development directing prospective purchasers to the new homes for sale. Nothing in this section shall prevent the installation and continued maintenance of permanent identification signs and/or planters relating to plat development. Nothing in this section shall prevent the installation and continued maintenance of "interpretive" or other signs placed at locations in accordance with the requirements of the City of Woodinville or any other public agency so involved.

Section 3.11 Easements. In addition to easements shown on the recorded plat map, there are hereby specifically reserved for the benefit of the Lots in the development, any applicable utility company, the Owner in common, and each Lot Owner severally, as their respective interest shall obtain, the easements, reciprocal negative easements, secondary easements, and right of way, as are specifically identified hereinafter.

Section 3.12 No Obstruction of Easements. Easements for the utilities are reserved as delineated on the Plat and along the borders of each Lot. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with installation or maintenance of utilities, or which may change the flow of drainage channels in the easements, or which may obstruct or retard the flow of water through the drainage channels in the easements. The easement area on each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements in it for which public authority, public utility, or the Homeowner's Association is responsible. No decorative planting, structure or fence may be maintained within an easement area unless specifically approved by the Architectural Control Committee.

Section 3.13 Antennas and Clotheslines. No external aerial antenna, free-standing antenna towers, television or radio antenna of any kind, satellite reception dishes of any kind or clotheslines shall be permitted in Beverly Hills Estates without the express written consent of the Architectural Control Committee, which may be granted in its sole discretion.

Section 3.14 Owner's Maintenance Responsibilities. The maintenance, upkeep and repair of individual Lots and homes shall be the sole responsibility of the individual



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Owners thereof, and in no way shall it be the responsibility of the Association, its agents, officers or directors. Owners shall maintain their Lots and homes in good repair in clean, sightly and sanitary condition at all times. Without limitation as to the foregoing, each Owner shall be obligated to keep his Lot and home in a clean, sightly and sanitary condition and maintain the landscaping on his Lot in a healthy and attractive state and in a manner comparable to that on the other Lots in Beverly Hills Estates. No storage of firewood shall be permitted in the front yards. After thirty (30) days written notice to an Owner from the Association of such Owner's failure to so maintain his home or Lot, and after approval by a two-thirds (2/3) majority vote by the Board, the Association shall have the right, through its agents and employees, to enter upon any Lot which has been found to violate the foregoing standards in order to repair, maintain and /or restore the home or Lot to such standards (including, but not limited to, the cutting of grass, weeding of beds, and pruning of trees and shrubs). The cost of such work shall be a special assessment on such Owner and his/her Lot only.

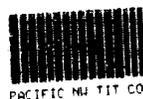
Section 3.15 View Preservation. No shrubs, trees or bushes shall be planted and allowed to grow to a height which unduly restricts the view from adjoining properties. The Architectural Control Committee, at its discretion, after an investigation, may require any such offending shrub, tree or bush to be pruned, trimmed or removed.

Section 3.16 Weapons. No firearms of any kind or nature, including rifles, handguns, bows, slingshots, BB guns, slings, traps, or any other like weapon, shall be used or discharged within Beverly Hills Estates except by authorized governmental officials.

Section 3.17 Nuisances Prohibited. No noxious or offensive activity shall be conducted in any portion of Beverly Hills Estates, nor shall anything be done or maintained therein in derogation or violation of the laws of the state of Washington or any other applicable governmental entity. Nothing shall be done or maintained on any portion of Beverly Hills Estates which may be or become an annoyance or nuisance to the neighborhood or detract from the value of the Beverly Hills Estates neighborhood. The Association shall determine by Association Action whether a given use of a Lot unreasonably interferes with the rights of the other Owners to the use and enjoyment of their respective Lots or of the Common Areas, and such determination shall be final and conclusive.

Section 3.18 Residential Use of Temporary Structures Prohibited. No boat, trailer, camper, motorhome, basement, tent, shack, garage, barn or other outbuildings or any other structure of a temporary character placed on the property shall at any time be used as a residence temporarily or permanently.

Section 3.19 Relief From Certain Provisions. In cases where an Owner has made a factual showing that strict application of the provisions of Sections 3.4, 3.5, 3.6, 3.10, and 3.13 only of this Article (regulating animals, commercial uses, vehicle storage, signs, and antennas, respectively) would work a severe hardship, the Board may grant the



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Owner relief from any such provisions; provided, however, that such relief shall be limited by its scope or by conditions to only that necessary to relieve the hardship; and provided further, that no such relief shall be granted if the condition thereby created would in the reasonable judgment of the Board violate the provisions of Section 3.17 of this Article. The decision of the Board in granting or denying such relief shall be in its sole discretion and shall be final and conclusive.

Section 3.20 Majority Vote Controls. The decision of the Board shall be final and conclusive as to what maintenance is necessary. Notwithstanding the foregoing, each Owner shall be consulted as reasonably practical prior to expending any funds for maintenance or improvements, or incurring any indebtedness for maintenance or improvement.

3.20.1 Assessments. The amount of maintenance or improvement expense incurred under this section 3.20 shall be assessed against each Owner's Lot on a prorata basis. Such assessment shall be paid within thirty (30) days after it is levied. Any assessment unpaid when due shall be delinquent and bear interest at the highest rate then permissible for non-usurious consumer transactions in the State of Washington.

3.20.2 Lien For Unpaid Assessments. The amount of any assessments plus interest due on any unpaid assessment pursuant to this Section 3.20, and any collection costs including reasonable attorney fees, whether or not suit is actually commenced, shall be a lien upon the Lot against which the assessment is levied and such lien shall commence as of the date the assessment is levied. The Board may record a notice of a lien levied, pursuant to this Paragraph, provided, however, that until all Lots in the Plat are sold by Declarant the Declarant herein shall have the right to record a lien notice

ARTICLE 4

ASSOCIATION BUDGET, ASSESSMENTS, AND LIENS

Section 4.1 Owner's Covenants to Pay Assessments. By acquisition of any ownership interest in a Lot, the Owner thereof covenants and agrees thereby on behalf of himself and his heirs, successors and assigns, to pay the Association, in advance, all general and specific assessments levied as provided herein.

Section 4.2 Association Budget. The Association shall prepare, or cause the preparation of, an operating budget for the Association at least annually, in accordance with the generally accepted accounting principles. The operating budget shall set forth all sums required by the Association, as estimated by the Association, to meet its annual costs and expenses, including but not limited to all management and administration costs, operating and maintenance expenses, and services furnished to or in connection with the Association or Beverly Hills Estates, including the amount of all taxes and assessments levied against, and the cost of liability and other insurance, and including charges for any services furnished by or to the Association; the cost of utilities and other services,



and the cost of funding all reserves established by the Association. The funds required to meet the Association's annual expenses shall be raised from a general assessment against each Owner as provided hereafter. The Association may revise the operating budget after its preparation at any time and from time to time, as it deems necessary or advisable in order to take into account and defray additional costs and expenses of the Association.

Section 4.3 Levy of General Assessment. In order to meet the costs and expenses projected in its operating budget, the Association shall by Association Action determine and levy in advance every Owner a general assessment. The amount of each Owner's general assessment shall be the amount of the Association's operating budget divided by the sum of the number of the Lots. The Association shall make reasonable efforts to determine the amount of the general assessment payable by each Owner for an assessment period at least thirty (30) days in advance of the beginning of such period and shall at that time prepare a roster of the Owners and the general assessment allocated to each, which shall be open to inspection by any Owner upon reasonable notice to the Association. Notice of the general assessment shall thereupon be sent to each Owner, provided, however, that notification to an Owner of the amount of an assessment shall not be necessary to the validity thereof. The omission by the Association, before the expiration of any assessment period, to fix the amount of the general assessment hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article or a release by an Owner from the obligation to pay the general assessment, or any installment thereof, for that or any subsequent assessment period, but the general assessment fixed for the preceding period shall continue until a new assessment is fixed. Upon any revision by the Association of the operating budget during the assessment period for which such budget was prepared, the Association shall, if necessary, revise the general assessment levied against the Owners and give notice to each Owner.

Section 4.4 Payment of General Assessment. Upon Association Action, installments of general assessments may be collected on a monthly, quarterly, semi-annual, or annual basis. Any Owner may pre-pay one or more installments on any assessment levied by the Association without penalty.

Section 4.5 Nondiscriminatory Assessment. Except as provided in Section 3.14 hereof, no assessment shall be made at any time which may unreasonably discriminate against any particular Owner or group of Owners in favor of other Owners. However, a special assessment may be made against a particular Owner by a two-thirds majority vote of the Board if, after notice from the Association of failure to maintain such Lot in a condition comparable to the other Lots has been given, the Association elects to expend funds to bring such Owner's Lot up to such comparable standard.

Section 4.6 Commencement of Assessments. Liability of an Owner for assessments shall commence on the first day of the month following the date upon which any instrument of transfer to such Owner becomes operative (such as the date of a deed or the date of a recorded real estate contract for the sale of any Lot or, if earlier, the first day of



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the calendar month following Owner's occupancy of such Lot). The Declarant, its successors and assigns, shall not be liable for any assessments with respect to any Lot unless such Lot is occupied.

4.6.1 Until January 1 of the year following the first conveyance of a Lot to an Owner, the maximum monthly assessment (excluding Special Assessments) shall be \$25.00 per Lot.

4.6.2 In each calendar year after the year in which the first conveyance of a Lot to an Owner occurs, the maximum assessment may be increased by a vote of the Board, not more than twenty percent (20%) over the previous year's maximum assessment.

4.6.3 An increase in assessments may only exceed the limit set forth in Section 4.6.2 by a vote of two-thirds (2/3) of the members of the Association voting at a meeting duly called for such purpose.

Section 4.7 Certificates of Assessment Payment. Upon request, the Board shall furnish written certificates certifying the extent to which assessment payments on a specified Lot are paid and current to the date stated therein. A reasonable charge may be made by the Association for the issuance of such certificate.

Section 4.8 Special Assessments. In addition to the general assessments authorized by this Article, the Association may, by Association Action, levy a special assessment or assess at any time, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, inordinate repair, or replacement of a capital improvement located upon or forming a part of the Common Areas, including necessary fixtures and personal property related thereto, or for such other purpose as the Association may consider appropriate; provided, however, that any such special assessment in excess of \$250. per Lot must have the prior favorable vote of two-thirds (2/3) of the Owners. The due dates of any special assessment payments shall be fixed by the Association Action authorizing such special assessment

Section 4.9 Effect of Nonpayment of Assessment. If any assessment payment is not made in full within thirty (30) days after it was first due and payable, the unpaid amounts shall constitute a lien against the Lot assessed and shall bear interest from such due date at a rate set by the Board in its rules and regulations which shall not exceed the highest rate then permitted by law. By acceptance of a deed to a Lot, recording of a real estate contract therefor, or any other means of acquisition of an ownership interest, and whether or not it shall be so expressed in any such deed or other instrument, each Owner shall be deemed to grant thereby to the Association, its agents and employees, or to Declarant as may be applicable, the right and power to bring all actions against such Owner personally for the collection of such assessments as a debt, and to enforce the liens created by this Declaration in favor of the Association by foreclosure of the continuing liens in the same form of action as it then provided for the foreclosure of a mortgage on real property. The liens provided for in this Declaration shall be for the



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benefit of the Association, and shall arise in accordance with the terms of this Declaration without the necessity of any further action by the Association. The Association shall have the power to bid at any lien foreclosure sale and to acquire, hold, lease mortgage and convey the Lot foreclosed against.

Section 4.10 Duration of Lien. Any lien arising pursuant to Section 4.9 shall be a continuing lien in the amount stated in the assessment from the time of the assessment, but expiring pro rata as the assessment payments are made, and shall also be the personal obligation of the person or entity who is the Owner of the Lot at the time of the of the assessment. The personal obligation to pay prior assessment shall not pass to successors in interest unless expressly assumed by them; provided, however, that in the case of a sale or contract for the sale of any Lot which is charged with the payment of any assessment, the person or entity who is the Owner immediately prior to the date of such shall be personally liable for the amounts of the monthly installments due prior to said date, and the new Owner shall be personally liable for monthly installments becoming due on or after such date. The foregoing limitation on the duration of the personal obligation of an Owner to pay assessments shall not, however, affect the validity of duration of the continuing lien for unpaid assessments against the respective Lot.

Section 4.11 Suspension for Nonpayment of Assessment. If an Owner shall be in arrears in the payment of any assessment due, or shall otherwise be in default of the performance of any terms of the Governing Documents of the Association for a period of 30 days, said Owner's voting rights shall without the necessity of any further action by the Association, shall remain suspended (except as against foreclosing secured parties) and shall remain suspended until all payments, including interest thereon, are brought current and any other default is remedied. No Owner, is relieved of liability for assessments by nonuse of the Common Areas or by abandonment of a Lot.

Section 4.12 Reserves for Replacement. As a common expense, the Association shall establish and maintain a reserve fund for replacement of the Common Areas and any improvements thereon. Such fund shall be deposited with a banking institution. The reserve fund shall be expended only for the purpose of effecting the replacement of the Common Areas and any improvements and community facilities thereon, and to any sidewalks, roads, entry, walls or pathways developed as a part of Beverly Hills Estates, equipment replacement, and for operating contingencies of a nonrecurring nature. The Association may establish other reserves for other purposes as it may from time to time consider to be necessary or appropriate. The proportional interest of any Owner in any such reserves shall be considered an appurtenance of his Lot and shall not be separately withdrawn, assigned or transferred from the Lot to which it appertains.

Section 4.13 Certain Areas Exempt. The Tracts and all portions of Beverly Hills Estates dedicated to and accepted by the City of Woodinville or other public authority shall be exempt from assessments by the Association.



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ARTICLE 5

MORTGAGEES

Section 5.1 Intent of Provisions. The provisions of this Article 5 apply for the benefit of each Mortgagee who lends money for the purposes of construction or to secure the payment of the purchase price of a Lot.

Section 5.3 Mortgagee's Personal Nonliability. The holder of a Mortgage shall not, by reason of its security interests only, be personally liable for the payment of any assessments or charge.

Section 5.3 Mortgagee's Rights During Foreclosure. During foreclosure of a Mortgage, including any period of redemption, the holder of the Mortgage may exercise any or all of the rights and privileges of the Owner of the encumbered Lot, including but not limited to the right to vote in the Association to the exclusion of the Owner's exercise of such rights and privileges.

Section 5.4 Mortgagee as Owner. At such time as a Mortgagee shall become the record Owner of the Lot previously encumbered by the Mortgage, the Mortgagee shall be subject to all of the terms and conditions of this Declaration, including the obligation to pay for all assessments and charges in the same manner as any Owner, including any unpaid assessments or charges.

Section 5.5 Mortgagee's Title Subject to Liens. A Mortgagee or other secured party acquiring title to a Lot through foreclosure, deed in lieu of foreclosure, or equivalent method, shall acquire title to the encumbered Lot subject to any lien authorized by or arising out of the provisions of this Declaration, insofar as such lien secures the payment of any assessment due but unpaid before the final conclusion of any such proceeding, including the expiration date of any period of redemption.

Section 5.6 Survival of Assessment Obligation. After the foreclosure of a security interest in a Lot, any unpaid assessments shall continue to exist and remain as personal obligation of the Owner against whom the same was levied, and the Association may, but is not obligated to, use reasonable efforts to collect the same from such Owner.

Section 5.7 Subordination of Assessment Liens. The liens for assessments provided for in this Declaration shall not be subordinate to the lien of any first Mortgage or any other security interest placed upon a Lot as a construction loan security interest or as a purchase price security interest. The sale or transfer of any Lot or of any interest therein shall not affect the liens provided for in this Declaration except as otherwise specifically provided herein, and in the case of a transfer of a Lot for purposes of realizing a security interest, liens shall arise against the Lot for any assessment payments coming due after the date of completion of foreclosure.



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ARTICLE 6

COMMON AREAS

Section 6.1 Title to Common Areas. Common Areas may be designated on a final plat or other recorded map or plan creating Beverly Hills Estates. Every Common Area shall be subject to an easement of Common use and enjoyment in favor of the Association and every Owner, their heirs, successors, and assigns, in accordance with the terms and conditions of the Governing Documents.

Section 6.2 Maintenance of Common Areas. The Association shall repair, maintain, replace, improve, and otherwise manage all of the Common Areas so as to keep them in good repair and condition and shall conduct such additional maintenance, repair, replacement, construction, or reconstruction as may be determined pursuant to Association Action. The Association shall take any action necessary or appropriate to the maintenance and upkeep of the Common Areas and improvements thereon.

ARTICLE 7

INSURANCE, CASUALTY LOSSES, CONDEMNATION

Section 7.1 Insurance Coverage. The Association shall, subject to change by Association Actions, maintain at all times as an Association expense a policy or policies and bonds written by companies licensed to do business in Washington providing:

7.1.1 Insurance against loss or damage by fire and other hazards covered by the standard extended coverage endorsement in an amount as near as practicable to the full insurable replacement value (without deduction for depreciation) of the Common Areas, with the Association named as insured as trustee for the benefit of Owners and Mortgagees as their interests appear

7.1.2 General comprehensive liability insurance with a combined single limit of \$1,000,000, insuring the Association, the Owners, and Declarant against any liability to the public or to the Owners and their guests, invitees, licensees, or tenants, incident to the ownership or use of the Common Areas.

7.1.3 Worker's compensation insurance to the extent required by applicable laws.

7.1.4 Such other insurance the Association deems advisable; provided not withstanding any other provisions herein, the Association shall continuously maintain in effect casualty, flood, and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for similar projects established by Federal National Mortgage Association, Governmental National Mortgage Association, Federal Home Loan Mortgage corporation, Federal Housing Authority, and Veterans Administration, so long as any of them is a Mortgagee or Owner, except to the extent such coverage is not available or has been waived in writing by such agencies.



Section 7.2 Casualty Losses. In the event of substantial damage to or destruction of any of the common Areas, the Association shall give prompt written notice of such damage or destruction to the Owners and to the holders of all First Mortgages. Insurance proceeds for damage or destruction to any part of the Common Areas shall be paid to the Association as a trustee for the Owners, or its authorized representative, including an insurance trustee, which shall segregate such proceeds from other funds of the Association.

Section 7.3 Condemnation. In event any part of the Common Areas is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, the Association shall give prompt notice to any such proceeding or proposed acquisition to the Owners and to the holders of all First Mortgages who have requested from the Association notification of any such proceeding or proposed acquisition. All compensation, damages or other proceeds therefrom, shall be payable to the Association

ARTICLE 8

ENFORCEMENT

Section 8.1 Right to Enforce. The Association, Declarant, or any Owner, shall have the right to enforce, by any appropriate proceeding at law or in equity, all covenants, conditions, restrictions, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure or forbearance by any person or entity so entitled to enforce the provisions of this Declaration to pursue enforcement shall in no event be deemed a waiver of the right to do so thereafter. Any lien mentioned herein may be enforced in the same manner as is provided in Chapter 60.04 of the Revised Code of Washington

Section 8.2 Remedies Cumulative. Remedies provided by this Declaration are in addition to, cumulative with, and are not in lieu of, other remedies provided by law. There shall be, and there is hereby created, a conclusive presumption that any breach or attempted breach of the covenants, conditions and restrictions herein cannot be adequately remedied by an action of law or exclusively by recovery of damages.

Section 8.3 Covenants Running With the Land. The covenants, conditions, restrictions, liens, easements, enjoyment rights and other provisions contained herein are intended to and shall run with the land and shall be binding upon all persons purchasing, leasing, subleasing or otherwise occupying any portion of Beverly Hills Estates, their heirs, executors, administrators, successors, grantees, and assigns. All instruments granting or conveying any interest in any Lot shall be subject to this Declaration.



Section 8.4 Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any provision shall not effect any other provision hereof.

ARTICLE 9

AMENDMENT AND REVOCATION

Section 9.1 Amendment by Declarant. Declarant reserves the right to and may, on its sole signature, change, cancel or amend any or all of the covenants, conditions and restrictions set forth in this declaration.

Section 9.2 Amendment By Association. This Declaration may also be amended at any time by an instrument executed by the Association for and on behalf of the Owners, provided, however, that such amendments during the first twenty (20) years from date of this Declaration shall have received the prior approval of an affirmative vote of the Owners having ninety (90%) of the total outstanding votes in the Association and thereafter by affirmative vote of the Owners having seventy-five (75%) of the total outstanding votes in the Association, and provided, further, that no such amendment shall be valid without the prior written consent of the Declarant so long as Declarant retains an ownership interest in any Lot

Section 9.3 Effective Date. Amendments shall take effect only upon recording with the King County Department of Records and Elections

ARTICLE 10

GENERAL PROVISIONS

Section 10.1 Taxes. Each Owner shall pay without abatement, deduction, or offset, all real and personal property taxes, general and special assessments, including local improvement assessments, and other charges of every description levied on or assessed against his Lot, or personal property located on or in the Lot.

Section 10.2 Non-Waiver. No waiver or any breach of this Declaration shall constitute a waiver of any other breach, whether of the same or any other covenant, condition or restriction.

Section 10.3 Enforcement and Attorney's Fees. Enforcement of this Declaration may be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant herein or to restrain such violation or to recover damages. In the event of a suit or action to enforce any provision of this Declaration or to collect any money due hereunder or to foreclose a lien, the unsuccessful party in such suit or action shall pay to the prevailing party all costs and expenses, including title reports, and all attorney's fees that the prevailing party has incurred in connection with



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the suit or action, in such amounts as the court may deem reasonable therein, and also including all costs, expenses and attorney's fees incurred in connection with any appeal from the decision of a trial court or any intermediate appellate court.

Section 10.4 No Abandonment of Obligation No Owner, through his non-use of any Common Area, or by abandonment of his Lot, may avoid or diminish the burdens or obligations imposed by this Declaration.

Section 10.5 Interpretation. The captions of the various articles, sections and paragraphs of this Declaration are for convenience of use and reference only and do not define, limit, augment, or describe the scope, content or intent of this Declaration or any parts of this Declaration.

Section 10.6 Severability. Invalidation of any one of these covenants, conditions and restrictions or provisions by judgment or court order shall in no way affect any other of the same, all of which shall remain in full force and effect.

Section 10.7 Notices. All notices, demands and other communications ("Notices") permitted or required to be given by this Declaration shall be in writing and, if mailed postage prepaid by certified or registered mail, return receipt requested, shall be deemed given three days after the date of the mailing thereof, or on the date of actual receipt, if sooner; otherwise, Notices shall be deemed given on the date of actual receipt. Notice to any Owner may be given at any Lot owned by such Owner, provided, however, that Owner may from time to time by Notice to the Association designate such other place or places or individuals for the receipt of further Notices. If there is more than one Owner of a Lot, Notice to any one such Owner shall be sufficient. The address of Declarant and of Association shall be given to each Owner. If the address of Declarant or the Association shall be changed, Notice shall be given to all Owners.

Section 10.8 Indemnification. The Association shall indemnify every officer, director and any member of any committee authorized to act on behalf of the Association by the Board or by this Declaration against any and all expenses, including counsel fees, reasonably incurred by, or imposed upon, any officer, director or committee member in connection with any action, suit or proceeding if approved by the then Board to which he or she may be a party by reason of being or having been an officer, director or committee member. The officers, directors and committee members shall not be liable for any mistakes of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers, directors and committee members 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, directors and committee members may also be members of the Association), and the Association shall indemnify and forever hold each officer, director and committee member free and harmless against any and all liability to others on account of any such contract or commitment. The Association may, as a common





expense, maintain adequate general liability and officers', directors' and committee members liability insurance to fund this obligation.

Section 10.9 Applicable Law. This Declaration shall be construed in all respects under the laws of the State of Washington.



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IN WITNESS WHEREOF, the undersigned declarant has executed this declaration the day and year first above written.

DECLARANT

[Signature]

ROGER P. OPPEN

[Signature]

SHERYL A. OPPEN

STATE OF WASHINGTON

COUNTY OF KING

On this day before me personally appeared ROGER P. OPPEN, known to me to be the individual described in and who executed the within and foregoing document, and he acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein mentioned

WITNESS my hand and official seal this 20th day of August, 1999



[Signature]

printed name Tara Alexander
Notary Public in and for the State
of Washington residing at Acacia
My commission expires 11-18-2001



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STATE OF WASHINGTON

COUNTY OF KING

On this day before me personally appeared SHERYL A. OPPEN, known to me to be the individual described in who executed the within and foregoing document, and she acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal this 20th day of August 1999.



Tara E. Alexander
Printed Name: Tara Alexander
Notary Public in and for the State
of Washington residing at Kenbu
My commission expires 11-18-2001



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Order No K93415

SCHEDULE A

The West quarter of the Northeast quarter of the Southeast quarter of Section 2,
Township 26 North, Range 5 East, W.M., in King County, Washington;
EXCEPT the North 30 feet thereof conveyed to King County, for road purposes by
deed recorded under King County Recording Number 2719535

END OF SCHEDULE A



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THIS DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS (this "Declaration") is made by Northstream Development Company, Inc., a Washington corporation ("Declarant") as of this ___ day of February, 1991.

RECITALS

Declarant is the owner of certain real property (the "Property") in Snohomish County, Washington, legally described on Exhibit 1 hereto.

The Property is subdivided as shown in the Plat for Morris Place recorded in volume 51 of Plats, pages 214-217, under Recording No. 9101305003 records of Snohomish County, Washington.

Declarant wishes to subject the Property to this Declaration.

NOW, THEREFORE, Declarant declares that the Property subject to all restrictions and easements of said plat, shall be held, transferred, sold, conveyed, leased, used and occupied 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 touch and concern and run with title to the Property and which shall be binding on all parties having any right, title, or interest in the Property or any portion thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1. DEFINITIONS

Section 1.1 Words Defined. For the purposes of this Declaration and any amendments hereto, the following terms shall have the following meanings and all definitions shall be applicable to the singular and plural forms of such terms:

1.1.1 "Association" shall mean Morris Place Homeowners' Association described in Article 4 of this Declaration, its successor and assigns.

1.1.2 "Board" shall mean the board of directors of the Association.

1.1.3 "Common Area" and "Common Area Improvements" shall each have the meaning set forth in Section 2.1.

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1.1.4 "Construction" and "Constructed" shall mean any construction, reconstruction, erection or alteration of any Structure or improvement on any Lot, except wholly interior alterations to a then-existing Structure or Accessory Structure.

1.1.5 "Declarant" shall mean Northstream Development Company, Inc., a Washington corporation.

1.1.6 "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions, and Reservations for Morris Place, as it may from time to time be amended.

1.1.7 "First Mortgage" and "First Mortgagee" shall mean, respectively, (a) a recorded Mortgage on a Lot that has legal priority over all other Mortgages thereon, and (b) the holder of a first mortgage. For purposes of determining the percentage of First Mortgagees approving a proposed decision or course of action in cases where a Mortgagee holds First Mortgages on more than one Lot, such Mortgagee shall be deemed a separate Mortgagee for each such First Mortgage so held.

1.1.8 "Lot" shall mean any one of the 41 lots numbered lots 1 through 41, together with the Structures and improvements thereon.

1.1.9 "Mortgage" shall mean a recorded mortgage or deed of trust that creates a lien against a Lot and shall also mean a real estate contract for the sale of a Lot.

1.1.10 "Mortgagee" shall mean the beneficial owner, or the designee of the beneficial owner, of an encumbrance on a Lot created by a mortgage or deed of trust and shall also mean the vendor, or the designee of a vendor, of a real estate contract for the sale of a Lot.

1.1.11 "Owner" shall mean the record owner, whether one or more Persons, of fee simple title to a Lot within the Property, including a contract seller except those having such interest merely for the performance of an obligation.

1.1.12 "Participating Builder" shall mean a person who acquires from Declarant two or more Lots for the purpose of improving the same for resale to future Owners.

1.1.13 "Person" shall mean an individual, corporation, partnership, association, trustee, or other legal entity.

1.1.14 "Plat" shall mean the recorded plat of Morris Place and any amendments, corrections or addenda thereto subsequently recorded.

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1.1.15 "Property" shall mean the land described on Exhibit 1 and such additions thereto as may hereafter be subjected to the terms of the Declaration, and all improvements and structures now or hereafter placed on the land.

1.1.16 "Structure" shall mean any building, fence, wall, driveway, walkway, patio, swimming pool, or the like.

1.1.17 "Transition Date" is defined in Section 4.10.

Section 1.2 Form of Words. The singular form of words shall include the plural and the plural shall include the singular. Masculine, feminine, and neuter pronouns shall be used interchangeably.

ARTICLE 2. COMMON AREAS AND EASEMENTS

Section 2.1 Common Areas. "Common Areas" and "Common Area Improvements" shall include any easements, improvements, tracts, and facilities reserved, set forth, described, or depicted in the recorded Plat of Morris Place, including without limitation, access easements, storm water retention and detention systems and easements, drainage channels and easements, sanitary sewer easements, and landscape easements. In addition, "Common Areas" and "Common Area Improvements" shall include certain easements and improvements located outside of the Property, including without limitation, a landscape and sign easement located on the southeast corner of the intersection of 75th Avenue S.E. and 232nd Street S.E. (a copy of which is attached hereto as Exhibit 2), and fencing and landscaping located along the south side of 232nd Street S.E. from the intersection of 75th Avenue S.E. to a point approximately 600 feet to the east.

Section 2.2 Association to Maintain Common Areas. The Association shall have the right and the obligation to maintain the Common Areas.

Section 2.3 Alteration of Common Area. Nothing shall be altered or constructed upon or removed from the Common Areas except upon the prior written consent of the Board.

Section 2.4 Easement for Utilities. Declarant does hereby establish, create and reserve for the benefit of itself, the Association and all Owners, and their respective heirs and assigns, an easement (the "Utilities Easement") granted to all utilities serving the Plat of Morris Place, under and upon the exterior 10.00 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.

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cables, pipe, and wires with necessary facilities and other equipment for the purpose of serving this subdivision and other property with electricity, gas, water, telephone, master television antenna and/or cable systems, security and similar systems, and other similar utility service, together with the right to enter upon the lots and tracts at all times for the purposes herein stated. No Lot Owner shall allow or permit any structure or landscaping to be located, installed or grow upon the area subject to the Utilities Easement which might in any way damage or interfere with the installation and operation of such utilities and systems. Each person utilizing the Utilities Easement area located on another's Lot shall promptly restore such area to a condition as close to its original condition as reasonably practical after making such use. Each Lot Owner shall maintain the area of its Lot subject to the Utilities Easement in a condition which will not interfere with the operation and maintenance of said utilities and systems.

Section 2.5 Easement for Drainage. Declarant does hereby establish, create and reserve for the benefit of itself, the Association and all Owners, and their respective heirs and assigns, an easement (the "Drainage Easement") for storm water drainage in the location depicted on the recorded Plat of Morris Place. No Lot Owner shall allow or permit any Structure or landscaping to be located, installed or grow upon the area subject to the Drainage Easement which might in any way damage or interfere with the installation and operation of any drainage system. Each person utilizing the Drainage Easement area located on another's Lot shall promptly restore such area to a condition as close to its original condition as reasonably practical after making such use. Each Lot Owner shall maintain the area of its Lot subject to the Drainage Easement in a condition which will not interfere with the operation and maintenance of any drainage system.

Section 2.6 Easement for County Access/Maintenance. Declarant does hereby establish, create, reserve for and grant to Snohomish County an easement, covering all of Tracts 998 and 997 (as depicted on the recorded Plat of Morris Place), for the purposes of ingress, egress, and operating, modifying and maintaining storm water drainage facilities.

ARTICLE 3. CONSTRUCTION ON LOTS AND USE OF LOTS

Section 3.1 Uniformity of Use and Appearance. One of the purposes of this Declaration is to assure within the Property: (i) a uniformity of use and quality of workmanship, materials, design, maintenance and location of Structures with respect to topography and finish grade elevation and (ii) that there will

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be no undue repetition of external designs. It is in the best interests of each Owner that such uniformity of use be maintained as hereinafter provided. The architecture of all Structures shall be limited to traditional architectural styles. Flat roofs shall not be permitted under this Section or under Sections 3.2 and 3.3. No building (except for Accessory Structures) shall be erected, altered, placed or permitted to remain on any Lot other than one single family dwelling. Accessory Structures including carports and storage buildings are permitted as allowed by the requirements of this Article 3. Notwithstanding anything herein set forth, the Construction of any Structure shall comply with the more restrictive of either: (i) the terms and conditions of this Declaration or (ii) the laws, codes, ordinances and regulations of any governmental entity having jurisdiction.

Section 3.2 Submission of Plans. At least ten (10) days before commencing Construction of any Structure on any Lot, the Owner shall submit to the Board two (2) complete sets of detailed building, Construction, surface water run-off control and landscaping plans and specifications, a tree survey pursuant to Section 3.6.16, and a site plan drawn to a 1" = 30' scale showing the location of all proposed Structures (the plans, specifications and site plans are individually and collectively referred to herein as the "Plans"). The Plans shall be submitted in a form satisfactory to the Board, which may withhold its approval by reason of its reasonable dissatisfaction with the location of the Structure on the Lot, color scheme, finish, architecture, height, impact on view from another Lot or Lots, appropriateness of the proposed Structure, materials used therein, or because of its reasonable dissatisfaction with any other matter which, in the reasonable judgment of the Board, would render the proposed Structure inharmonious with the general plan of development of the Property or other Structures nearby. The Board's approval or disapproval of Plans shall be in writing and approval shall be evidenced by written endorsement on such Plans, one copy of which shall be delivered to the Owner of the Lot upon which the Structure is to be Constructed. In any judicial action to enforce the Board's decision the losing party shall pay the prevailing party's attorney's fees and costs including those incurred in connection with any appeal.

Section 3.3 Construction. No Structure shall be Constructed or caused to be Constructed on any Lot unless the Plans for the Structure, including landscaping, have been approved in writing by the Board. The Board's review and approval or disapproval of Plans on the basis of cost, aesthetic design, harmony with previously approved Structures on or about other Lots in the Property, and location, shall be absolute and enforceable in any court of competent jurisdiction. The Board's approval of any Plans, however, shall not constitute any warranty

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or representation whatsoever by the Board or any of its members that such Plans were examined or approved for engineering or structural integrity or sufficiency or compliance with applicable governmental laws, codes, ordinances and regulations, and each Owner hereby releases any and all claims or possible claims against the Board or any of them, and their heirs, successors and assigns, or of any nature whatsoever, based upon engineering or structural integrity or sufficiency or compliance with applicable governmental laws, codes, ordinances and regulations.

If, after the expiration of three (3) years from the closing of any sale or other conveyance of a Lot to Owner, Owner shall not have in good faith commenced the construction of an acceptable Structure thereon, Declarant may, at its option, rescind such sale or conveyance, refund all or such portion of the purchase price as has been paid, if any, without interest thereon, and enter into possession of such Lot.

Section 3.4 Minimum Size. The floor area of the main house Structure, exclusive of open porches and garages shall be not less than: (i) 2,800 square feet for a dwelling containing a single level and (ii) 3,000 square feet for a dwelling containing two levels.

Section 3.5 Maximum Height. All buildings or Structures shall be constructed in accordance with the Snohomish County and other applicable Codes.

Section 3.6 Use Restrictions.

3.6.1 Residential Use. The dwellings within the Structures are intended for and restricted to use as single family residences only, on an ownership, rental, or lease basis, and for social, recreational, or other reasonable activities normally incident to such use. In addition to the foregoing, Declarant and any Participating Builder may use dwellings it owns as sales offices and models for sales of other Lots.

3.6.2 Maintenance of Buildings and Lots. Each Owner shall, at the Owner's sole expense, keep the interior and exterior of the Structure on the Owner's Lot, as well as the Lot, in a clean and sanitary condition, free of rodents and pests, and in good order, condition and repair and shall do all redecorating, painting, landscaping, and maintenance at any time necessary to maintain the appearance and condition of the Structure and the Lot.

3.6.3 Completion of Construction; Street Ditches. Any Structure erected or placed on any Lot shall be completed as to external appearance within eight (8) months from the date

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Construction is started, however, with good cause shown, the Board may extend this term. All yards and landscaping must be completed within three (3) months from the date of completion of the external Structure, however, with good cause shown, the Board may extend this term. All street ditches bordering each Lot shall be adequately sodded and integrated with the landscaping plan of each Lot by the Owner of said Lot at the time the Lot's yard landscaping is completed. All Lots shall be maintained in a neat and orderly condition during Construction.

3.6.4 Parking. No trucks, campers, trailers, boats, motorcycles or other vehicle or any part thereof shall be parked or permitted to remain on any Lot, unless the same is stored or placed in a garage or in the rear yard area. No such vehicles shall be parked overnight on any street adjoining any Lot; provided that such vehicles belonging to guests may occasionally be so parked.

3.6.5 Signs. No sign of any kind shall be displayed to the public view on or from any Lot without the prior written consent of the Board, except for "For Rent" or "For Sale" signs in a form not prohibited by any rules and regulations of the Board. This Section shall not apply to the Declarant or any Participating Builder.

3.6.6 Animals. Animals (other than household pets), including horses, livestock, poultry, reptiles or pigs, shall not be kept on any lot. Household pets shall not exceed three in number; provided that unweaned puppies or kittens may be kept. All animal enclosures must be kept in a clean, neat and odor-free condition at all times. All animals must be kept at a distance of not less than 70 feet from abutting Structures and erosion control Structures if directed by the Board. The Board may at any time require the removal of any pet which it finds is disturbing other Owners or tenants unreasonably, in the Board's determination, and may exercise this authority for specific pets even though other pets are permitted to remain. Notwithstanding anything set forth herein all Owners shall comply with all applicable governmental laws, codes, ordinances, and regulations pertaining to animals.

3.6.7 Temporary Structures. No Structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be installed, placed or used on any Lot as a residence, either temporarily or permanently.

3.6.8 Clothes Lines. No washing, rugs, clothing, apparel or any other article shall be hung from the exterior of any Structure or on a Lot so as to be visible from the streets and roadways adjoining the Lots.

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3.6.9 Radio and Television Aerials. No television or radio aerial shall be erected or placed on any Lot which is more than six (6) feet in height above the highest point (exclusive of chimneys) on the Structure upon which it is erected. No rotary beams, separate towers or other similar devices shall be constructed on any Lot without the written approval of the Board. No satellite receiving dishes or other such electronic receiving devices shall be located on any Lot in a location that is visible from the adjoining homes, streets, and roadways. All aerial installations must receive prior written approval from the Board.

3.6.10 Trash Containers and Debris. All trash shall be placed in sanitary containers either buried or screened so as not to be visible from adjoining Structures or streets or roadways. No Lot or any portion thereof shall be used as a dumping ground for trash or rubbish of any kind. Yard rakings, dirt and debris resulting from landscaping work or Construction shall not be dumped onto adjoining lots or streets or roadways. Compost piles may be kept upon the Lots provided they are kept in a clean, neat and sanitary condition.

3.6.11 Offensive Activity. No trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind, including day schools, nurseries, or church schools, shall be conducted or permitted on any Lot, nor shall goods, equipment, vehicles or materials used in connection therewith, be kept, parked, stored, dismantled or repaired outside of any Lot or any street within the Property. No noxious or offensive activity, including but not limited to the creation of excess levels of noise, shall be carried on in any Lot, nor shall anything be done therein which may be or become an annoyance or nuisance to other Owners or tenants.

3.6.12 Setbacks. No Structure shall be located closer than: (i) thirty (30) feet from the front line of any Lot, (ii) ten (10) feet from the side lines of any Lot, and (iii) twenty-five (25) feet from the rear line of any Lot; provided that accessory buildings and, in the Board's reasonable discretion, other Structures may be located closer to the various Lot lines if approved by the Board in writing in advance. For purposes of this Section, eaves, steps and open porches shall not be considered as part of the Structure; provided that this Section shall not be construed to permit any portion of a Structure on any Lot to encroach upon any other Lot. All Structures shall also comply with all applicable governmental laws, codes, ordinances and regulations pertaining to setbacks.

3.6.13 Fences. No fence shall be constructed on any Lot without the prior written approval of the Board, which approval may be granted or denied in the Board's sole

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discretion. All fences shall be constructed in a good and workman-like manner of suitable fencing materials and shall be artistic in design and shall not detract from the appearance of any adjacent Structures. No fence higher than four feet shall be constructed in open areas.

3.6.14 Underground Utilities. All utility lines located outside a dwelling unit shall be in conduits attached to such units or underground.

3.6.15 Drainage. Any and all drainage from a Lot, which in the reasonable opinion of the Board causes erosion problems, shall be piped at the Lot Owner's expense to the nearest public storm sewer line, street ditch or drywell. All roof drains shall be connected to public storm sewer system. Absolutely no dumping of any pollutants into the storm sewer systems or street ditches shall be permitted.

3.6.16 Tree Cutting. No trees shall be cut or removed on any Lot unless approved in advance by the Board. Prior to any tree removal, a tree survey with all designated trees to be removed on an individual Lot must be submitted to the Board for its approval. If the Owner wishes to remove any tree(s) outside the building site on any Lot, those specific trees must be flagged and written permission to remove them must be obtained from the Board prior to removal. In the event trees outside of the building site area are removed without prior written permission from the Board, a fine of \$500 per tree will be assessed against the Owner, which fine if unpaid may be foreclosed pursuant to Article 8 herein.

3.6.17 Damage. Any damage to streets, plat improvements, entry structure, fences, landscaping, mailboxes, lights and lighting standards by Lot Owners, their children, contractors, agents, visitors, friends, relatives or service personnel shall be repaired by such Owner within twelve (12) days from the occurrence of such damage.

3.6.18 Yard Lamps. Each Lot shall have at least one (1) yard lamp in the front ten (10) feet thereof. Such lamps shall be attractive in appearance and at least three (3) but not more than eight (8) feet in height. Such lamps shall be approved by the Board before installation.

3.6.19 Sewage Disposal. No individual sewage disposal system shall be permitted on any Lot unless such system shall be designed, located, constructed and maintained in accordance with all applicable governmental laws, ordinances and regulations. All related drain field areas shall not be disturbed in any way except during installation and maintenance activities.

3.6.20 Driveways. All driveways shall be paved with Portland cement concrete from the edge of the paved street to connect with the paved surface of the floor of the carport or the garage. Each Lot Owner shall be responsible for installing an adequate drainage pipe or culvert underneath the Lot's driveway in the location of the street ditch. Asphalt driveways shall not be permitted.

3.6.21 Street Island Maintenance. The street islands shall be maintained by the owners of abutting Lots, as follows:

234th St. S.E.	Lots 2, 3, 4, 5
82nd Ave. S.E.	Lots 9, 10, 11, 12
232nd St. S.E.	Lots 21, 22, 23, 24
232nd St. S.E. (Plat entry)	Association (as Common Area)
230th St. S.E.	Lots 36, 37, 38, 39
230th St. S.E.	Lots 28, 29 (obligation terminates when 230th St. S.E. is extended east)

3.6.22 Tract Use/Maintenance. Tracts 995, 996, 997, and 998 (as depicted on the recorded Plat of Morris Place) shall be owned by the Association as part of the Common Area. Tracts 995 and 996 shall be reserved for landscaping and signage. Tracts 997 and 998 shall be reserved for stormwater drainage (and access over the 10' wide stem between Lots 11 and 12). The tracts shall be improved and maintained as follows:

Tracts 995 and 996	Association
Tract 997	Snohomish County
(except 10' stem between Lots 11 and 12)	
Tract 997	Lot 11 and 12 Owners
(10' stem between Lots 11 and 12 only*)	
Tract 998	Snohomish County

*NOTE: Lot 11 and 12 Owners' improvement obligation includes the obligation to asphalt the 10' stem at their own cost.

3.6.23 View Control Plan. The Board shall have the authority to promulgate, alter, amend and enforce a view control plan for the purpose of providing a uniform and equitable system for the maintenance of views from Lots within the Property. Such plan may obligate Owners to prune, trim or remove trees, shrubs or other vegetation as necessary to protect and maximize views. The expense of any such required pruning, trimming or removal shall be borne as agreed between affected parties or as determined by the Board.

3.6.24 Mailboxes. All mailboxes must be of a standard accepted by the U.S. Postal Authorities and must be located in those areas so designed by the U.S. Postal Department. Structures containing mailboxes must be approved by the Board.

3.6.25 Compliance with Laws. Notwithstanding anything to the contrary set forth herein, each Owner and the Association shall comply with the more restrictive of either: (i) the terms and conditions of this Declaration, or (ii) the laws, codes, ordinances, and regulations of any governmental entity having jurisdiction.

Section 3.7 Damage Deposit. Each Owner shall deposit with Declarant at closing, a damage deposit of \$500 for each Lot that is the subject of said closing. The Damage Deposit is security to Declarant that Owner will comply with Owner's obligations and undertakings as set forth herein. As such time as Owner has completed a dwelling on said Lot, together with all appurtenances, and said dwelling is landscaped, as required herein, and upon written request by Owner for inspection, Declarant and Owner shall jointly inspect said plat improvements in the immediate area of the specific Lot for which the written inspection was requested. The purpose of the inspection will be to ascertain if there has been damage occasioned to the plat improvement by acts of Owner or those for whom Owner is responsible, and final compliance with landscape and design plans and specifications as provided previously by Declarant.

If there has been no damage to plat improvements occasioned by Owner or those for whom Owner is responsible, and there has been full compliance with the undertakings of Owner as set forth herein, and in accordance with prior approval as given by the Board and/or Declarant, the Damage Deposit shall be returned to Owner, without interest, as applicable to said respective Lot.

If there has been damage to plat improvements, or other violations of Owner's undertakings as set forth herein, the parties will endeavor to list the same and will attempt to attach a monetary cost thereto, and will attempt to resolve responsibility therefor and the date by which the same will be repaired. At such time as the damages or violations have been fully repaired, restored or replaced, then the Damage Deposit applicable to said Lot will be refunded without interest.

If there has been damage to plat improvements or violations of undertakings assumed by Owner herein, and the matter is not otherwise resolved to the satisfaction of Owner and Declarant, then in said event and after expiration of thirty (30) calendar days from said joint inspection, Declarant may, but shall not be obligated to, repair, replace or correct the same and deduct the cost from the Damage Deposit and remit any balance to Owner.

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If the cost of repair, restoration, replacement or correction, or cost of complying with any undertaking assumed by Owner as provided herein, is in excess of \$500, and irrespective of whether Declarant elects to effectuate said repair, restoration, replacement or correction, Owner shall remain liable for the full cost of any repair, restoration, replacement or correction.

ARTICLE 4 MORRIS PLACE HOMEOWNERS' ASSOCIATION.

Section 4.1 Form of Association. The Owners of Lots within the Property shall constitute the members of the Morris Place Homeowners' Association, a Washington nonprofit corporation, duly formed on August 2, 1990. The rights and duties of the members and of the Association shall continue to be governed by the provisions of this Declaration.

Section 4.2 Board of Directors. The affairs of the Association shall be governed by a Board of Directors (the "Board") which shall be composed of one or more members, to be determined in the reasonable discretion of the Board. The initial Board shall be as described in the Articles of Incorporation of Morris Place Homeowners' Association. Subject to any specific requirements hereof, the Board shall have authority to establish operating rules and procedures. In the event of death or resignation of any member or members of the Board, the remaining member or members, if any, shall have full authority to appoint a successor member or members. Members of the Board shall not be entitled to any compensation for services performed pursuant to this Declaration. Upon the Transition Date and without further action by any person or persons: (i) the term of the initial Board members or their successors shall end, and (ii) the initial Board members and their then successors shall be released from any and all liability whatsoever for claims arising out of or in connection with this Declaration, exempting only claims arising prior to the Transition Date.

Section 4.3 Qualification for Membership. Each fee owner of a Lot (including Declarant) on the Property shall be a member of the Association and shall be entitled to one membership and one vote for each Lot owned; provided, that if a Lot has been sold on contract, the contract purchaser shall exercise the rights of an Owner for purposes of the Association, and this Declaration except as hereinafter limited, and shall be the voting representative unless otherwise specified. Ownership of a Lot shall be the sole qualification for membership in the Association.

Section 4.4 Transfer of Membership. The Association membership of each Owner (including Declarant) shall be appurtenant to the Lot giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed, or alienated in any way except upon the transfer of title to the Lot and then only to the transferee of title to the Lot. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association to the new Owner.

Section 4.5 Number of Votes. The total voting power of the Association at any given time shall equal the number of Lots included within the Property at that time. The Owner or Owners of each Lot within the Property shall be entitled to one vote. If a Person (including Declarant) owns more than one Lot, he or she shall have the votes appertaining to each Lot owned.

Section 4.6 Voting. If a Lot is owned by husband and wife and only one of them is at a meeting, the one who is present will represent the marital community. The vote for a Lot must be cast as a single vote, and fractional votes shall not be allowed. If joint Owners are unable to agree among themselves how their vote shall be cast, they shall lose their right to vote on the matter in question.

Section 4.7 Pledged Votes. An Owner may, but shall not be obligated to, pledge his vote on all issues or on certain specific issues to a Mortgagee; provided, however, that if an Owner is in default under a Mortgage on his Lot for ninety (90) consecutive days or more, the Owner's Mortgagee shall automatically be authorized to declare at any time thereafter that the Lot Owner has pledged his vote to the Mortgagee on all issues arising after such declaration and during the continuance of the default. If the Board has been notified of any such pledge to a Mortgagee, only the vote of the Mortgagee will be recognized on the issues that are subject to the pledge.

Section 4.8 Annual and Special Meetings. Within the period commencing thirty (30) days before the Transition Date and ending thirty (30) days after the Transition Date, there shall be a meeting of the members of the Association and thereafter there shall be an annual meeting of the members of the Association in the first quarter of each fiscal year at such reasonable place and time as may be designated by written notice from the Board delivered to the Owners no less than thirty (30) days before the meeting. At the first such meeting, and at each annual meeting thereafter, the Owners shall elect by majority vote individuals to serve as Board members until a successor is elected at the next annual meeting. Each Lot shall be entitled to one vote for each director and the voting for directors shall be

non-cumulative. The financial statement for the preceding fiscal year (if any) and the budget the Board has adopted for the pending fiscal year shall be presented at the annual meeting for the information of the members. Special meetings of the members of the Association may be called at any time upon not less than fourteen (14) days prior written notice to all Owners, for the purpose of considering matters which require the approval of all or some of the Owners, or for any other reasonable purpose. Any First Mortgagee of a Lot may attend or designate a representative to attend the meetings of the Association.

Section 4.9 Books and Records. The Board shall cause to be kept complete, detailed, and accurate books and records of the receipts and expenditures (if any) of the Association, in a form that complies with generally accepted accounting principles. The books and records, authorizations for payment of expenditures, and all contracts, documents, papers, and other records of the Association shall be available for examination by the Lot Owners, Mortgagees, and the agents or attorneys of either of them, during normal business hours and at any other reasonable time or times.

Section 4.10 Transition Date. The "Transition Date" shall be the date control of the Board passes from the initial Board to the Association. The Transition Date will be either: (i) the date designated by Declarant in a written notice to the Owners, which date may be by Declarant's election any date after this Declaration has been recorded or (ii) the later of: (a) three years after the recording of this Declaration or (b) the 120th day after Declarant has transferred title to the purchasers of Lots representing 70% of the total voting power of all Lot Owners in the Association. For purposes of the foregoing clause (ii), however, transfer of title to a Lot by Declarant to any Participating Builder shall be disregarded and title to any Lot owned by Participating Builder shall not be deemed transferred for purposes of determining the Transition Date until the Lot is further transferred by Participating Builder to a purchaser who is not either a Participating Builder or Declarant. From and after the Transition Date, the then Owners of sixty percent (60%) of the Lots in the Property shall have the power through a written instrument recorded in the real property Records of Snohomish County, Washington to restrict or eliminate all or any of the approval powers and duties of the Board set forth in this Declaration, excluding the duty to maintain the Common Areas.

ARTICLE 5. NOTICES FOR ALL PURPOSES.

All notices given under the provisions of this Declaration or rules or regulations of the Association shall be in writing and may be delivered either personally or by mail. If delivery is

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made by mail, the notice shall be deemed to have been delivered on the third day of regular mail delivery after a copy has been deposited in the United States mail, first class, postage prepaid, addressed to the Person entitled to such notice at the most recent address known to the Board. Mailing addresses may be changed by notice in writing to the Board. Notices to the Board may be given to any Board member or mailed to the following address:

Board of Directors
c/o Ralph Gregory
Morris Place Homeowners' Association
5540 Lake Washington Blvd. N.E., Suite 210
Kirkland, Washington 98033

The Board's address may be changed from time to time by the execution and recording of an instrument in the real property Records of Snohomish County, Washington which: (i) refers to this Declaration and this Article V and (ii) sets forth the Board's new address.

ARTICLE 6. AUTHORITY OF THE BOARD.

Section 6.1 Adoption of Rules and Regulations. The Board is empowered to adopt, amend, and revoke on behalf of the Association detailed administrative rules and regulations necessary or convenient from time to time to insure compliance with the general guidelines of this Declaration to promote the comfortable use and enjoyment of the Property and to govern the operation and procedures of the Association. The rules and resolutions may, without limitation, authorize voting by proxy or mail, or both, on Association matters. The rules and regulations of the Association shall be binding upon all Owners and occupants and all other Persons claiming any interest in the Property.

Section 6.2 Enforcement of Declaration, Etc. The Board shall have the power to enforce the provisions of this Declaration, and the rules and regulations of the Association for the benefit of the Association. The failure of any Owner to comply with the provisions of this Declaration, or the rules and regulations of the Association will give rise to a cause of action in the Association (acting through the Board) and any aggrieved Lot Owner for recovery of damages, or injunctive relief, or both. If such failure continues for 30 days following written notice to the noncomplying Owner, the Board shall, in addition to any other remedies, have the right (but not the obligation) to perform the Owner's obligations hereunder itself and to set off the cost of such performance against the Damage Deposit as provided in Section 3.7. To the extent the Board's cost of performance is not covered by the Damage Deposit, the Board may specially assess

such cost against the Owner's Lot to secure repayment by the noncomplying Owner. Such special assessment shall constitute a lien against the Lot and may be enforced as provided in Article 8. If a legal action is brought to interpret or enforce compliance with the provisions of this Declaration, or the rules or regulations of the Association, the prevailing party shall be entitled to judgment against the other party for its reasonable expenses, court costs, and attorneys' fees in the amount awarded by the Court.

Section 6.3 Goods and Services. The Board shall acquire and pay for as common expenses of the Association all goods and services reasonably necessary or convenient for the efficient and orderly maintenance of all portions of the Common Areas not maintained by public utility companies or a governmental entity. The goods and services shall include (by way of illustration and not limitation) utility services for the Common Areas; policies of insurance; and maintenance, repair, landscaping, gardening, and general upkeep of the Common Areas. The Board may hire such employees as it considers necessary.

Section 6.4 Protection of Common Area. The Board may spend such funds and take such action as it may from time to time deem necessary to preserve the Common Areas, settle claims, or otherwise act in what it considers to be the best interests of the Association.

ARTICLE 7. BUDGET AND ASSESSMENT FOR COMMON EXPENSES.

Section 7.1 Fiscal Year; Preparation of Budget. The Board may adopt such fiscal year for the Association as it deems to be convenient. Unless another year is adopted, the fiscal year will be the calendar year. As soon as the Board in its discretion deems advisable and prior to the expiration of each fiscal year thereafter, the Board shall establish a budget for the costs of maintaining the Common Area during the ensuing fiscal year. The Board shall then assess each Lot within the Property with its pro rata share, based upon the number of Lots then within the Property, of such estimated costs. The Board, at its election, may require the Lot Owners to pay the amount assessed in equal monthly or quarterly installments or in a lump sum annual installment. The Board shall notify each Lot Owner in writing at least ten days in advance of each assessment period of the amount of the assessment for said period, which notice shall be accompanied by a copy of the budget upon which the assessment is based. The assessments levied by the Board shall be used exclusively to promote the recreation, health, safety and welfare of the Lot Owners and for the improvement and maintenance of the Common Areas.

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Section 7.2 Certificate of Unpaid Assessments. Any failure by the Board or the Association to make the budget and assessments hereunder before the expiration of any fiscal year for the ensuing fiscal year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of the Owners from the obligation to pay assessments during that or any subsequent year, and the assessment amount and payment method established for the preceding fiscal year (if any) shall continue until a new assessment is established. Upon the request of any Owner or Mortgagee or prospective Owner or prospective Mortgagee of a Lot, the Board will furnish a statement of the amount, if any, of unpaid assessments charged to the Lot. The statement shall be conclusive upon the Board and the Association as to the amount of such indebtedness on the date of the statement in favor of all purchasers and Mortgagees of the Lot who rely on the statement in good faith. All assessments and other receipts received by the Association shall belong to the Association.

Section 7.3 Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Lots at such time as the Board in its absolute discretion deems advisable. The first annual assessment shall be adjusted according to the number of months remaining in the fiscal year.

ARTICLE 8. LIEN AND COLLECTION OF ASSESSMENTS.

Section 8.1 Assessments Are a Lien; Priority. All unpaid sums assessed by the Association for the share of the common expenses chargeable to any Lot and any sums specially assessed to any Lot under the authority of this Declaration shall constitute a lien on the Lot and all its appurtenances from the date the assessment becomes due and until fully paid. The lien for such unpaid assessments shall be subordinate to tax liens on the Lot in favor of any assessing unit and/or special district, and to all sums unpaid on all First Mortgages of record, but, to the extent permitted by applicable law, shall have priority over all other liens against the Lot. A First Mortgagee that obtains possession through a Mortgage foreclosure or deed of trust sale, or by taking a deed in lieu of foreclosure or sale, or a purchaser at a foreclosure sale, shall take the Lot free of any claims for the share of common expenses or assessments by the Association chargeable to the Lot which became due before such possession, but will be liable for the common expenses and assessments that accrue after the taking of possession. The Lot's past-due share of common expenses or assessments shall become new common expenses chargeable to all of the Lot Owners, including the Mortgagee or foreclosure sale purchaser and their successors and assigns, in proportion to the number of Lots owned

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by each of them. Notwithstanding any of the foregoing, however, the Owner and the real estate contract purchaser shall continue to be personally liable for past due assessments as provided in Section 8.3. For purposes of this Section, "Mortgage" does not include a real estate contract and "Mortgagee" does not include the vendor or the assignee or designee of a vendor of a real estate contract.

Section 8.2 Lien May Be Foreclosed. The lien for delinquent assessments may be foreclosed by suit by the Board, acting on behalf of the Association, in like manner as the foreclosure of a mortgage of real property. The Board, acting on behalf of the Association, shall have the power to bid in the Lot at the foreclosure sale, and to acquire and hold, lease, Mortgage, and convey the same.

Section 8.3 Assessments Are Personal Obligations. In addition to constituting a lien on the Lot, all sums assessed by the Association chargeable to any Lot, together with interest, late charges, costs and attorneys' fees in the event of delinquency, shall be the joint and several personal obligations of the Owner and any contract purchaser of the Lot when the assessment is made and their grantees. Suit to recover personal judgment for any delinquent assessments shall be maintainable without foreclosing or waiving the liens securing them.

Section 8.4 Late Charges and Interest on Delinquent Assessments. The Board may from time to time establish late charges and a rate of interest to be charged on assessments delinquent for a period of more than ten (10) days after the date when due. In the absence of another established, nonusurious rate, delinquent assessments shall bear interest at the rate of twelve percent (12%) per annum. If an installment on an assessment against a Lot is not paid when due, the Board may elect to declare the entire assessments against the Lot for the remainder of the fiscal year to be immediately due and payable.

Section 8.5 Recovery of Attorneys' Fees and Costs. In any action to collect delinquent assessments, the prevailing party shall be entitled to recover as a part of its judgment a reasonable sum for attorneys' fees and all costs and expenses reasonably incurred in connection with the action, in addition to taxable costs permitted by law.

Section 8.6 Remedies Cumulative. The remedies provided herein are cumulative and the Board may pursue them, and any other remedies which may be available under law although not expressed herein, either concurrently or in any order.

Section 8.7 No Avoidance of Assessments. No Owner may avoid or escape liability for assessments provided for herein by abandoning his or her Lot.

ARTICLE 9. FAILURE OF BOARD TO INSIST ON STRICT PERFORMANCE NO WAIVER.

The failure of the Board in any instance to insist upon the strict compliance with this Declaration or rules and regulations of the Association, or to exercise any right contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of any term, covenant, condition, or restriction. The receipt by the Board of payment of any assessment from an Owner, with knowledge of any breach by the Owner, shall not be a waiver of the breach. No waiver by the Board of any requirement shall be effective unless expressed in writing and signed for the Board.

ARTICLE 10. LIMITATION OF LIABILITY.

So long as a Board member, or Association member, or Declarant, acting on behalf of the Board or the Association, has acted in good faith, without willful or intentional misconduct, upon the basis of such information as is then possessed by such Person, then no such Person shall be personally liable to any Owner, or to any other Person, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of such Person; provided, that this Article shall not apply where the consequences of such act, omission, error, or negligence are covered by any insurance actually obtained by the Board.

ARTICLE 11. INDEMNIFICATION.

Each Board member, and Declarant shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of holding or having held such position, or any settlement thereof, whether or not he holds such position at the time such expenses or liabilities are incurred, except to the extent such expenses and liabilities are covered by insurance and except in such cases wherein such Board member or Declarant is adjudged guilty of willful misfeasance in the performance of his or her duties; provided, that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being for the best interests of the Association.

ARTICLE 12. INSURANCE.

At such times as the Board deems appropriate, the Board shall cause the Association to purchase and maintain as a common expense a policy or policies which the Board deems necessary or desirable to provide casualty insurance; comprehensive liability insurance; with such deductible provisions as the Board deems advisable; insurance, if available, for the protection of the Association's directors, and representatives from personal liability in the management of the Association's affairs; and such other insurance as the Board deems advisable. The Board shall review the adequacy of the Association's insurance coverage at least annually.

ARTICLE 13. DAMAGE AND REPAIR OF DAMAGE TO PROPERTY.

In the event of any casualty, loss or other damage to the Common Area for which the then current assessments by the Board are insufficient to repair, or restore or for which there are not insurance proceeds or insufficient insurance proceeds available to the Board for such restoration or repair, the Board may make a special assessment against each Lot within the Property for its pro rata share of the cost and expenses to repair and/or restore the Common Areas. The special assessment shall be payable, at the determination of the Board, in either monthly or quarterly installments or in a single lump sum amount. The Board shall notify each Lot Owner of any such special assessment not less than twenty (20) days prior to the date such special assessment or the first installment thereon is due and payable, which notice shall be accompanied by a reasonably detailed statement of the Board's estimated costs and expenses of repairing and/or restoring the Common Areas.

ARTICLE 14. AMENDMENTS OF DECLARATION.

Any Lot Owner may propose amendments to this Declaration to the Board. A majority of the members of the Board may cause a proposed amendment to be submitted to the members of the Association for their consideration. If an amendment is proposed by Owners of twenty percent (20%) or more of the Lots, then, irrespective of whether the Board concurs in the proposed amendment, it shall be submitted to the members of the Association for their consideration at their next regular or special meeting for which timely notice may be given. Notice of a meeting at which an amendment is to be considered shall include the text of the proposed amendment. Amendments may be adopted at a meeting of the Association or by written consent of the requisite number of

Persons entitled to vote, after notice has been given to all Persons entitled to receive notice of a meeting of the Association. The unanimous consent of all Owners shall be required for adoption of either: (1) an amendment changing the voting power or portion of assessments appurtenant to each Lot, or (2) an amendment of Section 3.7 or of this Article 14. All other amendments shall be adopted if approved by sixty percent (60%) of the Lot Owners. Once an amendment has been adopted by the Association, the amendment will become effective when a certificate of the amendment, executed by a member of the Board, has been recorded in the real property Records of Snohomish County, Washington.

ARTICLE 15. ANNEXATION AND SUBDIVISION.

Residential property other than Common Areas may be annexed or added to the Property only with the consent of two-thirds of the Association. No Lot shall be subdivided or combined without the approval of all Lot Owners.

ARTICLE 16. DURATION.

The covenants, conditions, and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Owners, their respective legal representatives, heirs, successors, and assigns, for a period of thirty (30) years from the date this Declaration is recorded, after which time the covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by a majority of the then Owners has been recorded agreeing to terminate the covenants, conditions and restrictions.

ARTICLE 17. RESERVATION OF DECLARANT'S RIGHT TO AMEND TO COMPLY WITH FNMA, FHLMC OR FHA REQUIREMENTS.

Section 17.1 Amendment by Declarant. Declarant reserves the right to amend the Declaration as may be necessary to comply with Federal Home Loan Mortgage Corporation ("FHLMC") or Federal National Mortgage Association ("FNMA") or Federal Housing Administration ("FHA") regulations or requirements as necessary to enable the holders of first mortgages or deeds of trust to sell first mortgages or deeds of trust to FHLMC or FNMA or if such amendment is necessary to secure funds or financing provided by, through or in conjunction with FHLMC or FNMA or FHA.

Section 17.2 Authorization to Amend. If Declarant, at its option, determines that it is necessary so to amend the Declaration, then Declarant, on behalf of all Lot Owners in the Association, is hereby authorized to execute and to have recorded (or filed, in the case of the Articles) said required amendment or amendments. All Lot Owners hereby grant to Declarant a full and complete power of attorney to take any and all actions necessary to effectuate and record said amendment or amendments and agree that said amendment or amendments shall be binding upon their respective Lots and upon them and their heirs, personal representatives, successors and assigns to the same extent as if they had personally executed said amendment or amendments. All Lot Owners hereby acknowledge and agree that the power of attorney granted herein shall be deemed coupled with an interest and shall be irrevocable.

Section 17.3 Duration. Declarant's rights under this Article shall exist only until the Transition Date.

ARTICLE 18. SEVERABILITY.

The provisions of this Declaration shall be independent and severable, and the unenforceability of any one provision shall not affect the enforceability of any other provision, if the remainder affects the common plan.

ARTICLE 19. EFFECTIVE DATE.

This Declaration shall be effective upon recording.

ARTICLE 20. ASSIGNMENT BY DECLARANT.

Declarant reserves the right to assign, transfer, sell, lease, or rent all or any portion of the Property and reserves the right to assign all or any of its rights, duties, and obligations created under this Declaration.

DATED as of the date first written above.

DECLARANT:

NORTHSTREAM DEVELOPMENT COMPANY, INC.,
a Washington corporation

By

Its


SENIOR VICE PRESIDENT

02/06/91

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25X10

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

February, 1991

THIS IS TO CERTIFY that on this 18th day of ~~JULY~~ ~~1990~~, before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn, personally appeared Ralph Gregory, to me known to be the SA. VICE PRESIDENT of Northstream Development Company, Inc., the corporation that executed the within and 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 said individual was authorized to execute said instrument.

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



Valerie Duff
Notary public in and for the state of
Washington, residing at KIRKLAND
My appointment expires 11/18/92

CONSENT OF MORTGAGEE

The undersigned Mortgagee hereby consents to this Declaration and joins in it solely for the purpose of subjecting and subordinating its security interest in the Property or any portion thereof and its appurtenances to this Declaration as if the Declaration had been recorded earlier in time to Mortgagee's interest.

MORTGAGEE:

Seattle-First National Bank
Patrick Wilson, A.K.P.

BAAC-5684

02/06/91

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STATE OF WASHINGTON }
COUNTY OF KING } §

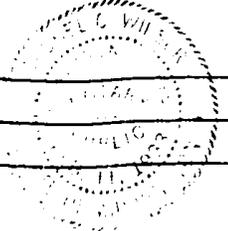
On this 19th day of February, 1991, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared PATRICK K. WILSON, to me personally known (or proven on the basis of satisfactory evidence) to be the Assistant Vice President of SEATTLE-FIRST NATIONAL BANK, a national banking association, the corporation that executed the within and foregoing instrument, and acknowledged 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 was dully elected, qualified and acting as said officer, of the corporation, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

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

Rachel C. Wise

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

My appointment expires 2-11-93



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25 X 10

EXHIBIT 1

(Description of the Property)

The Property is located in Snohomish County, Washington, and is described as follows:

LEGAL DESCRIPTION:

THAT PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER, AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 27 NORTH, RANGE 5 EAST, W.M. MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 35, THENCE S 3°32'25" E, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35, FOR 2541.93 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE S 3°35'46" E, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION, FOR 215.04 FEET; THENCE N 88°22'18" W, PAHALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35, FOR 662.05 FEET; THENCE N 3°33'20" W FOR 689.25 FEET; THENCE N 88°22'18" W FOR 662.10 FEET; THENCE N 3°34'46" W FOR 789.41 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35 AS MONUMENTED BY THE PLAT OF WOODLANE, AS PER PLAT RECORDED IN VOLUME 41 OF PLATS, PAGES 296 AND 297, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; THENCE N 3°32'42" W, ALONG THE EAST LINE OF SAID PLAT OF WOODLANE, FOR 1278.36 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35; THENCE S 88°22'18" E, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, FOR 1324.77 FEET TO THE POINT OF BEGINNING.

(BEING KNOWN AS LOTS 1 TO 5, INCLUSIVE AND LOTS 11 TO 18, INCLUSIVE OF THE UNRECORDED PLAT OF MORRIS SUBDIVISION).

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25X10

EXHIBIT 1

(Description of the Property)

The Property is located in Snohomish County, Washington, and is described as follows:

LEGAL DESCRIPTION:

THAT PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER, AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 27 NORTH, RANGE 5 EAST, W.M. MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 35, THENCE S 3°32'25" E, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35, FOR 2541.93 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE S 3°35'46" E, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION, FOR 215.04 FEET; THENCE N 88°22'18" W, PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35, FOR 662.05 FEET; THENCE N 3°33'20" W FOR 689.25 FEET; THENCE N 63°22'18" W FOR 662.10 FEET; THENCE N 3°34'46" W FOR 789.41 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35 AS MONUMENTED BY THE PLAT OF WOODLANE, AS PER PLAT RECORDED IN VOLUME 41 OF PLATS, PAGES 296 AND 297, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; THENCE N 3°32'42" W, ALONG THE EAST LINE OF SAID PLAT OF WOODLANE, FOR 1278.36 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35; THENCE S 88°22'18" E, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, FOR 1324.77 FEET TO THE POINT OF BEGINNING.

(BEING KNOWN AS LOTS 1 TO 6, INCLUSIVE AND LOTS 11 TO 18, INCLUSIVE OF THE UNRECORDED PLAT OF MORRIS SUBDIVISION).

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COPY
ORIGINAL ON FILE IN THE
COUNTY AUDITORS OFFICE

SIGN
EASEMENT

DEAN W. WILLIAMS, JR.
SNOHOMISH COUNTY
CLERK
DEPUTY

RECORDED
91 JAN 31 P 2209

Patty Donaldson

For a valuable consideration, receipt of which is hereby acknowledged, Donald A. Egbert and Delphine E. Egbert, husband and wife Grantor(s),

hereby grant and convey to the Grantee(s), Northstream Development, Inc.

their successors and assigns, the right, privilege and authority to construct, improve, repair and maintain signs

across, over and upon the W 25 feet of the N. 25 feet of the following land, located in Snohomish County, State of Washington, to-wit:

Parcel A:

The West 395 feet of the North half of the Northwest quarter of the Southwest quarter of the Northeast quarter of Section 35 Township 27 North, Range 5 East, W.M.;

REAL ESTATE EXCISE TAX
SALE PRICE \$ 3,000
RECEIPT NO. 1238

EXCEPT the West 30 feet for County Road;

JAN 31 1991

AND EXCEPT the North 30 feet County Road;

Situate in the County of Snohomish, State of Washington. MARK SICKERS, Snohomish County Treasurer
By [Signature] Deputy

The Grantor(s) shall make no use of the land occupied by said sign easement

except for those uses which do not interfere with the easement rights of the grantees as described herein

In exercising the rights herein granted, the Grantee(s), their successors and assigns, may pass and re-pass over said sign easement and

may cut and remove brush, trees and other obstructions which in the opinion of the Grantee(s) interfere(s) with their easement rights as granted herein

The covenants herein contained shall run with the land and are binding upon all subsequent owners thereof.

In Witness Whereof, the said Grantor(s) have executed this instrument this 24th day of August, 1990.

Donald A. Egbert
Delphine E. Egbert

see paper acct. due herein.

STATE OF WASHINGTON,
County of KING ss. (Individual Acknowledgment)

I, GREG R. KOHLVES, Notary Public in and for the State of Washington, residing at BOTHELL, do hereby certify that on this 24th day of AUGUST, 1990, personally appeared before me DONALD A. EGBERT AND DELPHINE E. EGBERT

to me known to be the individual(s) described in and who executed the within instrument and acknowledged that THEY signed the same as THEIR free and voluntary act and deed for the uses and purposes herein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 24th day of AUGUST, 1990



Greg R. Kohlves
Notary Public in and for the State of Washington, residing at BOTHELL in said County.
Commission Expires 12-31-90

910R EASEMENT - - - page 2 - - - Continued from page 1. Page 2

The height of the monument to be no higher than 7 ft. tall, and as pictured in the blue print submitted to grantor for approval on the date of 8-20-90. The gravel bed for entry to said property at gate entry to the north on 75th S.E. of Parcel A Property be re-installed (which was destroyed in the dozing across the front of our property). Also a drain be reinstalled (where it was destroyed in the dozing of the bank along 232nd.) The chain-link fencing removed from said corner of easement be re-installed to the rear of said easement. That any and all chain-link fencing removed along 232nd side of property be rolled and left in possession of Parcel A property owner and also the cedar fence posts along the fence re-placement area off of 232nd. That the metal posts of new fence be imbedded in concrete for stability. That we be provided a walk-through gate in the new fencing along 232nd, that will be approximately same location as present gate. That a boundary Marking be made at the N.E. property corner of property Parcel A. at the time fence change takes place. That the wood thereof of trees to be downed in easement area are the property of Parcel A. No damage to be sustained to fence, trees or shrubs during transition of work on the easement area, to Parcel A except for easement area.

At end of needed period for monument, that it be removed at grantees expense and fencing along 75th S.E. be restored as was before and fencing on 232nd side where easement area was to be finished with fencing to match newer fencing on the 232nd side of Parcel A. That the fencing installed by grantee remain at discretion of grantor. This expense for entire project be born by grantee. Northstream Development Inc. to pay Donald A. & Delphine E. Egbert a fee of \$3000.00 (Three Thousand Dollars) which is to cover a period of 5 (five) years beginning the date of SECT. 25, 1990. This easement can be reinstated for a longer period at end of that time, for a further consideration, should grantee feel it be needed.

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Submitted 03/14/2007

By Mike O'Grady

3/14/2007

Public Hearing Comments

My name is Mike O'Grady and I live with my wife Michelle and our 2 sons at 14906 NE 204th St. in the Wellington Hills neighborhood. I have been to these meetings on a fairly regular basis over the last 3 years. Like everyone else who is not getting paid to attend these meetings I have a number of other things I would rather be doing tonight. Years ago when there were multiple concerted efforts to incorporate the City of Woodinville, in addition to keeping tax dollars in the city, one of the major reasons for incorporation was so that uninvolved, uninterested and uninformed King County government officials (our present King County Executive comes to mind as a current example) couldn't run roughshod over Woodinville plowing down every tree and developing every square-inch of the city. Our goal was to protect our way of life and the character of our neighborhoods. Now here we are years later coming to meetings on a regular basis trying to protect those neighborhoods from the very City Council we have elected to represent us. How crazy is that??? We show up at these meetings in mass, time and time again, usually to standing room only crowds, to let OUR, that's spelled O-U-R, representatives know that we want to preserve our way of life and the character of our neighborhoods. What appear to be opposite sides of this debate sit face to face in these meetings, when "once upon an incorporation" it was agreed that our representatives would do what was in the best interests of the citizens of Woodinville, not developers. If we look at the Comprehensive Plan, which by the way is over 700 pages you'll find on the first page of Chapter 3, a scant 35 pages into the document, under Section 3.2 Goals and Practices, GOAL LU-1 which states, and I quote, "To guide the City's population growth in a manner that maintains or improves Woodinville's quality of life, environmental attributes, and Northwest woodland character." This project in and of itself will render that goal meaningless for the Wellington Neighborhood. Below that on the same page are "Policies." The very first, repeat the very first policy, under the Goal, which I just stated is, "Preserve the character of existing neighborhoods in Woodinville while accommodating the state's 20-year growth forecasts for Woodinville." If these statements don't set the tone for this decision then the whole document is a pile of nonsense to be interpreted as developers see fit for their goals. According to the FEIS, Section 2.2.2, Canopy Cover, "the presence of tall native conifers provides shade and shadows; add timeless beauty to the place and maintains "Woodland Character." " In the case of both the Northwest and Southwest Wellington neighborhoods, 75% of the parcels have 50% or greater vegetative cover. If this plan goes through, the Wellington area, as we know it, will no longer have this "Woodland Character." Many of those attributes such as "Cohesive Block Configuration," "Areas of Common Parcel Size," and "Sense of Scale and Fabric" will be rendered meaningless. Not only will the forested hillside to the west no longer be a buffer to the noise in the industrial area down the hill and to the traffic noise on Route 9 and Highway 522 but it will be a source of endless traffic through our neighborhoods. Montevallo will wreak the same havoc. The mental picture alone sends the term "neighborhood character" down the tubes. On the 12 attributes identified under neighborhood character in the FEIS both the Northwest and Southwest Wellington neighborhoods score very well according to Fig. 10. An asterisk notation by both of these neighborhoods indicates that they are, "Recommended for Neighborhood Character Protection." Approval of this re-zoning proposal will forever change our neighborhood character which is intended to be protected according to the Comprehensive Plan as stated above. Gone will be the wildlife we often see throughout the neighborhood. The FEIS indicates that pileated woodpeckers are a rare sight in these

EXHIBIT 99
PAGE 1 OF 2

3/14/2007

woods. The green belt behind our residence (between our house and the golf course) connects these two proposed development sites. We've seen as many as 3 pileated woodpeckers around our house at the same time. I would hardly call the sightings rare. Additionally, over the past 2 years we have had nesting owls around our residence. No positive identification was made for all of the owls that were seen but between the Woodland Park Zoo and the Audubon Society it was decided that at least one pair were Barred Owls.

Those of you tonight who may be here from other neighborhoods in Woodinville, be forewarned if this project goes through. There will be a domino effect to create R-4 or worse through areas of the entire city that are now zoned as R-1. This town will be sliced and diced like an onion as have so many local towns before it. Many friends and relatives of ours who come from out of town and out of state, upon seeing the town and the local neighborhoods and before thinking of the spelling, think of Woodinville as spelled with "...d-e-n..." in the middle. Following the unleashing of this plan that confusion will never occur again. Our esteemed City Council has an opportunity to say, "Enough." As citizens of the City of Woodinville let's show our support to the City Council to make a decision in the best interests of the city and its citizens, not developers from the outside.

Thank you,
Mike and Michelle O'Grady
14906 NE 204th St.
Woodinville

EXHIBIT 99
PAGE 2 OF 2

Yard list from 15124 NE 198th St
(Species Occurrence by Month 2000-2006)

EXHIBIT 100
 PAGE 1 OF 2

<i>Bird</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>
Bushtit	0	1	3	0	0	1	0	0	0	2	0	0
Chickadee, Black-Capped	7	7	7	7	7	7	5	7	6	7	7	7
Chickadee, Chestnut-backed	5	6	6	6	7	6	6	5	5	6	5	6
Creepers, Brown	2	3	3	1	0	0	1	3	2	2	1	3
Crossbill, Red	0	0	0	0	0	1	1	1	0	0	0	0
Crow, American	2	6	2	6	7	6	5	3	2	1	4	2
Eagle, Bald	0	0	1	0	0	0	0	0	0	0	0	0
Falcon, Peregrine	0	0	0	0	0	0	0	0	0	0	1	0
Finch, House	0	4	3	4	6	5	7	4	3	2	2	3
Finch, Purple	0	0	0	3	0	0	1	0	0	0	0	0
Flicker, Northern	3	5	2	4	2	4	6	5	4	7	5	5
Flycatcher, Pacific-slope	0	0	0	0	1	4	3	0	0	0	0	0
Goldfinch, American	0	0	0	0	4	2	1	1	0	0	0	0
Goose, Canada	1	2	0	1	0	1	0	0	0	0	0	0
Grosbeak, Black-headed	0	0	0	0	5	7	7	1	1	0	0	0
Grosbeak, Evening	0	0	1	1	0	0	2	0	0	0	0	0
Hawk, Coopers	0	2	2	1	1	4	3	3	0	2	0	0
Hawk, Red-tailed	0	0	0	0	0	0	0	1	0	0	0	0
Hawk, Sharp-shinned	1	3	1	2	0	0	0	0	0	0	1	1
Heron, Great Blue	0	0	1	5	1	0	2	0	0	1	1	1
Hummingbird, Rufous	0	0	0	2	5	6	4	2	1	0	0	0
Jay, Stellar's	1	6	3	3	6	4	6	6	6	6	6	5
Junco, Dark-eyed	4	7	4	6	6	7	7	6	5	7	7	4
Kinglet, Golden-crowned	1	1	3	2	0	0	0	0	1	4	4	3
Kinglet, Ruby-crowned	0	4	5	4	1	0	0	0	1	3	4	3
Mallard	0	1	2	3	1	0	0	0	0	0	1	0
Nuthatch, Red-breasted	3	4	5	6	4	6	7	6	6	5	7	4
Osprey	0	0	0	0	0	0	0	1	0	0	0	0
Owl, Barred	1	3	2	0	0	0	2	0	1	2	2	1
Owl, Western Screech-	1	0	0	0	0	0	0	0	0	0	0	1
Pigeon, Band-tailed	1	5	4	7	6	7	6	6	6	1	1	0

<i>Bird</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>
Quail, California	0	0	0	1	0	0	0	0	0	0	0	0
Robin	2	6	6	7	6	7	7	3	4	1	1	3
Sapsucker, Red-breasted	1	1	0	1	1	3	1	0	2	1	0	0
Siskin, Pine	3	4	6	7	3	4	2	2	0	2	2	4
Sparrow, Song	5	7	7	7	7	7	6	4	6	5	6	7
Sparrow, Vesper	0	0	0	0	0	0	1	0	0	0	0	0
Sparrow, White-Crowned	0	0	0	1	0	0	0	1	0	0	0	0
Starling, European	0	0	1	1	0	0	1	0	0	0	0	0
Swallow, Barn	0	0	0	0	0	0	1	1	0	0	0	0
Swallow, Violet-green	0	0	2	7	6	6	7	1	0	0	0	0
Swift, Vaux's	0	0	0	0	0	0	0	0	1	0	0	0
Tanager, Western	0	0	0	0	4	3	2	3	0	0	0	0
Thrush, Hermit	0	0	0	0	0	0	0	1	0	0	0	0
Thrush, Swaison's	0	0	0	0	6	7	5	1	1	0	0	0
Thrush, Varied	1	7	3	2	1	0	0	0	1	1	4	3
Towhee, Spotted	4	7	7	7	7	7	7	6	6	4	7	7
Vireo, Huttons	0	2	3	1	1	1	1	0	0	0	0	0
Vireo, Warbling	0	0	0	0	2	0	0	0	0	0	0	0
Warbler, Black-throated Gray	0	0	0	0	3	3	1	0	0	0	0	0
Warbler, Townsend's	3	5	3	3	0	0	0	0	2	1	3	1
Warbler, Wilson's	0	0	0	0	5	1	2	1	1	0	0	0
Warbler, Yellow-rumped	0	0	0	1	0	0	0	0	0	0	0	0
Waxwing, Cedar	0	0	0	0	0	0	0	2	2	1	0	0
Woodpecker, Downy	0	3	1	1	0	0	0	0	2	2	1	1
Woodpecker, Hairy	0	0	1	0	0	1	3	2	1	0	1	1
Woodpecker, Pileated	2	5	4	2	4	2	6	6	4	4	2	3
Wood-pewee, Western	0	0	0	0	0	0	0	1	1	0	0	0
Wren, Bewick's	1	2	3	3	5	3	1	3	2	2	1	2
Wren, Winter	0	4	2	4	3	2	2	0	1	3	1	1

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March 15, 2007

WT

Attention: Woodinville City Council, Ms. Cindy Baker & City Attorney:

First, my dictionary definition of the word "need," the PRIMARY definition, is "necessity or obligation created by some situation." The word "need" comes from the Old English "neu" to collapse with weariness, and the Welsh word "newyn" starvation. You cannot possibly tell me that these housing developments meet that PRIMARY definition of need. Furthermore, while you are perusing the dictionary, you might want to look up the definitions of "growth" "development" and "maturity" while you're there.

Second, the Phoenix developer says that there is a "need" for housing in this area. If you get on the internet for 2 minutes you will find 70 single-family houses for sale just in the local Woodinville area that are from the \$600,000 down to \$400,000 range.

If there is such a need, why are there those houses sitting on the market?

Third, a typically priced home in King County in 2005 cost \$332,000, meaning wage earners had to make \$88,400. If you were truly building "affordable housing" then I might concede that you are meeting a need, but the houses you are planning are not affordable.

I recently read an article that describes the network of people in our country which profits from residential development. Their mantra is that our towns and cities must grow to thrive. However, this is propaganda spread by the industry which needs to justify itself to continue reaping the enormous profits generated by subdivision construction and suburban sprawl, regardless of what happens to the cities and towns as a result.

A City of Woodinville staff report states that an R-4 rezone would have a negative effect on the City's resources because the truth is: undeveloped land pays for itself and is a net plus to a city whereas residential development generally fails to pay for itself and is a net loss to a city.

I believe small cities like ours need development in the true sense of the word – IMPROVEMENT!

The following are a few of my concerns from the FEIS which would not improve our community but affect it negatively.

1. The junction of 168th avenue NE & Woodinville-Duvall Road where cars turn to get to Leota Jr. High, Wellington Elementary & Bellevue Christian school. Here cars are backed up routinely during peak travel hours. In addition, a new church and school will soon be built just east of this intersection. With 800 daily car trips generated by the proposed subdivisions, this intersection was not addressed.
2. Coming off the Freeway down by the high school at peak hours, cars are backed up along the shoulder. Another 130 commuters backed up there was not addressed.
3. The schools of Leota and Wellington already have overcrowded rooms with kids in portables. The district says it expects declining enrollment. Under the circumstances might this not be a good thing, to have fewer kids per teacher, not more? This scenario was not addressed.
4. Page 1-35 of the FEIS states wildlife will be "displaced." Tangling Ridge displaced all of the deer that used to live on that hill. The lady who has lived in a house on that hillside for the last 30 years hasn't seen one since. We might say, so what? Some animals have disappeared. Our lives go on about the same. We might say, Okay, so there's some similar stuff happening in far away places, something about deforestation and global warming – sorry, but we don't see that here. THAT IS CALLED DENIAL. We are dismantling life support systems for animals and ourselves. This cumulative destruction of habitat was not addressed.

I read somewhere that small destructions add up until finally they are understood as part of large destructions. I see Montevello/ Woodtrails as small destructions. I do not support R-4 rezoning.

Thank you,

Christina McMartin – 19228 168th Avenue NE, Woodinville, 98072 (cmcmartin@verizon.net)



Exhibit 101

Submitted by the Public

Analysis of Wood trails Rezone and Preliminary Plat Application, Volumes One, Two, Three, and one CD – See Montevallo Exhibit #74

Two sets of 3 volumes were submitted to the Hearing Examiner by the public. It was stated that both sets were exactly the same except the cover. One cover was Montevallo and one was Wood Trails. Because of their size, only one will be relied on as an exhibit.

*Original
Sandy 3/21/07*