

DECLARATION OF SHORT SUBDIVISION, COVENANTS AND RESTRICTIONS

KNOW ALL PERSONS BY THESE PRESENTS, THAT WE, THE UNDERSIGNED, HAVING AN INTEREST IN THE REAL PROPERTY DESCRIBED BY THIS DECLARATION, DO HEREBY DECLARE THE HEREIN DIVISION OF LAND APPROVED AS SHORT SUBDIVISION NUMBER 99-01 BY THE CITY OF MOUNTLAKE TERRACE, SUBJECT TO THE FOLLOWING COVENANTS AND RESTRICTIONS:

- I. ALL SUBSEQUENT DEEDS WILL CONTAIN PROVISIONS FOR THE PRIVATE ROAD IN THE MANNER DESCRIBED HEREIN;
- II. THE MAINTENANCE OF THE PRIVATE ROAD DESCRIBED BY THIS DECLARATION SHALL BE BY THE OWNER(S) OF THE PARCELS HAVING LEGAL ACCESS THEREFROM OR THEIR SUCCESSOR(S), UNLESS AND UNTIL SUCH ROAD IS IMPROVED TO CITY STANDARDS AND ACCEPTED BY THE CITY;
- III. PRIVATE ROAD: TRACT 999 IS HEREBY GRANTED AND CONVEYED TOGETHER WITH ALL MAINTENANCE OBLIGATIONS TO LOTS 1 THROUGH 4 WITH AN EQUAL AND UNDIVIDED INTEREST UPON THE RECORDING OF THIS SHORT PLAT. THE TRACT SHALL REMAIN AN APPURTENANCE TO AND INSEPARABLE FROM EACH LOT.

A) LOTS 1 THROUGH 4 OF THIS SHORT SUBDIVISION HAVE AN UNDIVIDED EQUAL INTEREST IN AND THE RESPONSIBILITY FOR MAINTENANCE AND LIABILITY FOR DAMAGE DUE TO FAILURE OR LACK OF MAINTENANCE OF THE PRIVATE ROADWAY CONTAINED WITHIN SAID SHORT SUBDIVISION. IF THE OWNERS OF LOTS WITHIN THE SHORT SUBDIVISION FAIL TO MAINTAIN THE ROAD TO A DEGREE THAT PROHIBITS ACCESS BY EMERGENCY VEHICLES (AS DETERMINED BY THE CITY OF MOUNTLAKE TERRACE IN ITS SOLE DISCRETION), SAID CITY RESERVES THE RIGHT TO REPAIR THE ROADWAY. ANY AND ALL COSTS OF REPAIR AND APPLICABLE ADMINISTRATION COSTS INCURRED BY THE CITY SHALL BE PAID BY THE OWNERS OF THE LOTS WITHIN THIRTY (30) DAYS OF BILLING BY SAID CITY. IN THE EVENT SUCH COSTS ARE NOT FULLY PAID WITHIN AFORESAID, SAID CITY SHALL HAVE THE RIGHT TO A LIEN AGAINST ALL SAID LOTS IN THE TOTAL AMOUNT OF ANY UNPAID COSTS AS AFORESAID, WHICH SAID LIEN MAY BE FORECLOSED IN THE MANNER PROVIDED BY THE LAWS OF THE STATE OF WASHINGTON FOR THIS FORECLOSURE OF LIENS OF MECHANICS OR MATERIALMEN.

B) THE PRIVATE ROAD WILL BE SUBJECT TO A UTILITIES EASEMENT IN FAVOR OF THE GRANTOR(S) OR THE SUCCESSOR(S) AND OF ANY ELECTRIC, TELEPHONE, TELEVISION CABLE, GAS, WATER OR SEWER COMPANY, PUBLIC OR PRIVATE, OR THE SUCCESSOR(S) TO INSTALL, CONSTRUCT, OPERATE, MAINTAIN, ALTER, AND REPAIR THEIR RESPECTIVE UTILITIES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SAID PURPOSES; PROVIDED, THAT IF THE ROAD SHOULD BECOME A PUBLIC ROAD AT SOME TIME IN THE FUTURE, ALL EASEMENTS WITHIN THE ROAD SHALL BECOME NULL AND VOID, AND ANY UTILITY WHICH PHYSICALLY EXISTS SHALL BECOME SUBJECT TO THE FRANCHISE REQUIREMENTS OF THE CITY;

C) WITH RESPECT TO THE PRIVATE ROAD DESCRIBED BY THIS DECLARATION, WHETHER IT REMAINS PRIVATE OR BECOMES A PUBLIC ROAD, THERE IS THE ADDITIONAL RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS; AND THE RIGHT TO CONTINUE TO DRAIN SAID ROAD(S) AND WAY(S) OVER AND ACROSS AND LOT OR LOTS WHERE THE WATER MIGHT TAKE A NATURAL COURSE UPON REASONABLE GRADING PURSUANT TO IMPROVEMENT FOR DEDICATION OF THE ROAD(S) AND WAY(S) SHOWN HEREIN. FOLLOWING REASONABLE GRADING PURSUANT TO IMPROVEMENTS FOR DEDICATION OF THE ROAD(S) AND WAY(S) 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 HAMPER PROPER ROAD DRAINAGE, WITHOUT THE APPROVAL OF THE CITY OF MOUNTLAKE TERRACE;

IV. ALL LANDSCAPED AREAS, IN PUBLIC RIGHTS-OF-WAY OR PRIVATE ROAD, SHALL BE MAINTAINED BY THE OWNER(S) OR THEIR SUCCESSOR(S) AND MUST BE REDUCED OR ELIMINATED AT THE REQUEST OF THE CITY, IF DEEMED NECESSARY FOR CITY ROAD PURPOSES;

V. LOTS 1 THROUGH 4 SHALL BE LIMITED TO SINGLE FAMILY RESIDENTIAL DEVELOPMENT AND USE PER CITY OF MOUNTLAKE TERRACE MUNICIPAL CODE CHAPTER 17.05.

VI. AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO ALL UTILITIES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS SERVING THIS SHORT SUBDIVISION, UNDER AND UPON THE EXTERIOR TEN (10) FEET PARALLEL WITH AND ADJOINING THE STREET FRONTAGE OF ALL LOTS, IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND CONDUITS, CABLES, PIPE AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SHORT SUBDIVISION AND OTHER PROPERTY WITH ELECTRICITY, TELEPHONE, TELEVISION CABLE, GAS AND OTHER UTILITY SERVICE, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSES HEREIN STATED; PROVIDED, THAT IF THE PRIVATE ROAD SHOULD BECOME A PUBLIC ROAD AT SOME TIME IN THE FUTURE, ALL EASEMENTS WITHIN THE ROAD SHALL BECOME NULL AND VOID, AND ANY UTILITY FACILITIES WHICH PHYSICALLY EXIST SHALL BECOME SUBJECT TO THE FRANCHISE REQUIREMENTS OF THE CITY;

VII. PRIVATE SANITARY SEWER EASEMENT: LOTS 2, 3 AND 4 OF THIS SHORT SUBDIVISION HAVE AN UNDIVIDED EQUAL INTEREST IN AND THE RESPONSIBILITY FOR THE MAINTENANCE, REPAIR, AND REPLACEMENT OF THE SANITARY SEWER SYSTEM SERVING THOSE LOTS. THE PORTION OF UNDIVIDED EQUAL INTEREST IS COMPRISED OF THAT PORTION OF THE SEWER SYSTEM WITHIN THE SHORT SUBDIVISION; TOGETHER WITH THE SEWER SYSTEM WITHIN THE EASEMENT RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NUMBER 9004100538;

VIII. DRAINAGE EASEMENT: AN NON-EXCLUSIVE PERPETUAL EASEMENT FOR STORM DRAINAGE FACILITIES IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF MOUNTLAKE TERRACE, A MUNICIPAL CORPORATION UNDER THE LAWS OF THE STATE OF WASHINGTON; ACROSS, ALONG, IN, UPON, AND UNDER THE PROPERTY DESIGNATED ON THE SHORT SUBDIVISION FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, OPERATING, MAINTAINING, AND REPAIRING THE "STORM DRAINAGE FACILITIES" CONDITIONED UPON THE FOLLOWING TERMS, CONDITIONS AND COVENANTS;

A) THE OWNER(S) AND THE "CITY" SHALL AT ALL TIMES CONDUCT THEIR RESPECTIVE ACTIVITIES AND ALL OTHER ACTIVITIES CONDUCTED ON SAID PROPERTY SO AS NOT TO INTERFERE WITH, OBSTRUCT OR ENDANGER THE USEFULNESS OF ANY IMPROVEMENTS OR OTHER FACILITIES, NOW OR HEREAFTER MAINTAINED UPON OR ADJACENT TO THE EASEMENT, OR IN ANY WAY INTERFERE WITH, OBSTRUCT OR ENDANGER THE OWNER(S) OR THE "CITY'S" USE OF THIS EASEMENT.

B) THE OWNER(S) AGREE TO INSPECT THE STORM DRAINAGE FACILITIES ON A REGULAR BASIS, BUT NOT LESS THAN ONCE PER YEAR. THE OWNER(S) AGREE TO CORRECT ALL DEFECTS OR DEFICIENCIES FOUND IN A TIMELY MANNER.

C) THE OWNER(S) AGREE TO ASSUME FULL RESPONSIBILITY FOR ALL COSTS ASSOCIATED WITH THE CONSTRUCTION, RECONSTRUCTION, OPERATION MAINTENANCE OR REPAIR, AND INSPECTION OF STORM DRAINAGE FACILITIES AS NEEDED TO MAINTAIN THE SAME SIZE, SHAPE, AND LOCATION, TO A CONDITION SIMILAR TO THOSE DESCRIBED ON THE ATTACHED SHORT SUBDIVISION MAP.

D) THE OWNER(S) AGREE TO MAINTAIN SAID STORM DRAINAGE FACILITIES TO THE SATISFACTION OF THE "CITY" IN A TIMELY MANNER;

E) THE OWNER(S) AGREE TO PERFORM ALL NECESSARY MAINTENANCE TO SAID STORM DRAINAGE FACILITIES ON A REGULAR AND TIMELY BASIS. THOSE MAINTENANCE SHALL INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING: CUTTING, TRIMMING, AND REMOVAL OF ANY AND ALL BRUSH, TREES AND OTHER VEGETATION OR DEBRIS, WHERE THESE DUTIES ARE NECESSARY TO MAINTAIN THE PROPER FUNCTION AND USE OF THE STORM DRAINAGE FACILITIES;

F) SHOULD THE OWNER(S) FAIL TO PERFORM THE MAINTENANCE DUTIES DESCRIBED HEREIN TO THE "CITY'S" SATISFACTION, THE OWNER(S) HEREBY AUTHORIZES THE "CITY" TO ENTER SAID PROPERTY FOR THE PURPOSE OF REPAIRING OR MAINTAINING THE STORM DRAINAGE FACILITIES LISTED HEREIN. THE OWNER(S) HEREBY AGREES TO COMPENSATE THE "CITY" FOR THE ENTIRE COST ASSOCIATED WITH THOSE REPAIRS OR MAINTENANCE;

G) THE OWNER(S) AGREE TO MAINTAIN ALL ESTABLISHED SETBACKS FROM THE STORM DRAINAGE FACILITIES AS DESCRIBED ON THE ATTACHED SHORT SUBDIVISION MAP.

IX. STORM DRAINAGE FACILITIES: EACH LOT OF THIS SHORT SUBDIVISION HAS AN UNDIVIDED EQUAL INTEREST IN AND RESPONSIBILITY FOR MAINTENANCE, REPAIR AND REPLACEMENT OF THE STORM DRAINAGE SYSTEM THAT TREATS AND CONTROLS WATER RUNOFF FROM THE PRIVATE ACCESS ROAD. THE PORTION OF UNDIVIDED EQUAL INTEREST IS COMPRISED OF THE STORM DRAINAGE FACILITIES WITHIN THE SUBDIVISION; TOGETHER WITH THE STORM DRAINAGE FACILITIES WITHIN THE EASEMENT RECORDED UNDER AUDITOR'S FILE NUMBER 9004100538. MAINTENANCE WILL NOT BE LIMITED TO, BUT WILL INCLUDE ANNUAL MAINTENANCE OF BIO-FILTRATION (GRASS LINED) SWALES. THE "CITY'S" RIGHT TO REQUIRE MAINTENANCE, REPAIR, OR REPLACEMENT OF THE STORM DRAINAGE FACILITIES SHALL BE AS SET FORTH IN ORDINANCES, CODES AND LAW IN EFFECT AT THE TIME THE MAINTENANCE, REPAIR, OR REPLACEMENT IS REQUIRED.

X. THE BIO-SWALE DESIGNED FOR BIO-FILTRATION MUST BE FUNCTIONAL AT ALL TIMES. IMPROPER FUNCTIONING, INCLUDING CHANNEL HYDRAULICS, VEGETATION, EROSION, SEDIMENT DEPOSITION, AND INLET-OUTLET STRUCTURES MUST BE REPAIRED WITHIN 15 DAYS. THE PROPERTY OWNER IS RESPONSIBLE FOR ALL MAINTENANCE WORK. A DESIGNATED CITY OFFICIAL WILL INSPECT SWALES PERIODICALLY AND MAY REQUIRE ADDITIONAL MAINTENANCE WORK. IF THE PROPERTY OWNER FAILS OR REFUSES TO PERFORM MAINTENANCE WORK, THE CITY WILL PERFORM THE WORK AND THE PROPERTY OWNER WILL BE LIABLE FOR PAYMENT OF ALL LABOR, EQUIPMENT, MATERIALS, ADMINISTRATION, AND LEGAL COSTS OF THE MAINTENANCE WORK.

XI. BIO-SWALE MAINTENANCE PROCEDURES:

A) GRASS MUST BE MAINTAINED AT ALL TIMES. ERODED GRASS-LINED SWALES MUST BE REVEGETATED WITHIN 15 DAYS. ERODED AREAS OR GULLIES WILL BE FILLED WITH SUFFICIENTLY COMPACTED TOPSOIL AND MUST BE SEEDED OR COVERED WITH SOD AND PINNED IN PLACE. SEEDING OR SODDING MUST BE DONE IN ACCORDANCE WITH MOUNTLAKE TERRACE ENGINEERING STANDARDS.

B) SEDIMENT OR DEBRIS WILL BE CAREFULLY REMOVED BY HAND, WITHOUT CAUSING ANY EROSION.

C) CHANNEL HYDRAULICS MUST BE MAINTAINED. SLOPE AND BANK FAILURES MUST BE CORRECTED TO PROVIDE DESIGNED CONVEYANCE CAPACITY. ALL EARTHWORK MUST BE COMPACTED, THEN SEEDED OR SODDED. DURING CHANNEL IMPROVEMENT WORK, BY-PASS FLOW AROUND THE WORK SITE.

D) ABSOLUTELY NO DUMPING IS ALLOWED IN THE SWALES. GRASS-LINED SWALES MUST NOT BE USED FOR ANY OTHER ACTIVITIES WHICH MAY IMPACT THE SWALE, GRASS, ENERGY DISSIPATORS, WATER QUALITY, AND INLET-OUTLET STRUCTURES.

E) CLOGGED INLETS OR OUTLET PIPES MUST BE CLEANED TO ASSURE THE DESIGNED FLOW RATE.

F) GRASS MUST BE MOWED AS NECESSARY TO MAINTAIN HEIGHT BETWEEN TWO INCHES AND NINE INCHES. CUT GRASS SHALL BE REMOVED FROM THE SWALE.

XII. SUBJECT TO STORMWATER AND SANITARY SEWER EASEMENTS AND THE TERMS AND CONDITIONS THEREOF AS RECORDED UNDER AUDITOR'S FILE NUMBERS 199908200915 AND 199908200916.

XIII. SUBJECT TO AN EASEMENT FOR PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY AND GTE NORTHWEST INCORPORATED, AND THE TERMS AND CONDITIONS THEREOF AS RECORDED UNDER AUDITOR'S FILE NUMBER 200006020277.

THESE COVENANTS CONSTITUTE AGREEMENT RUNNING WITH THE LAND AND ARE FOR THE MUTUAL BENEFIT OF THE GRANTOR AND HIS HEIRS, SUCCESSORS AND ASSIGNS AND ARE FOR THE FURTHER PURPOSE OF COMPLIANCE WITH THE ORDINANCES AND REGULATIONS OF THE CITY OF MOUNTLAKE TERRACE AND THE "CITY" AND SUCH PERSONS ARE SPECIFICALLY GIVEN THE RIGHT TO ENFORCE THESE RESTRICTIONS AND REGULATIONS BY INJUNCTION OR THERE LAWFUL PROCEDURE AND TO RECOVER ANY DAMAGES RESULTING FROM SUCH VIOLATIONS.

James A. Walvatne
JAMES A. WALVATNE

Joseph S. Suchan
JOSEPH S. SUCHAN, VICE PRESIDENT, FRONTIER BANK

ACKNOWLEDGMENTS

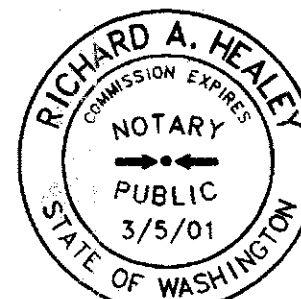
STATE OF WASHINGTON)
)SS
COUNTY OF SNOHOMISH)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT JAMES A. WALVATNE, AS HIS SEPARATE ESTATE, IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT AND ACKNOWLEDGED IT TO BE HIS FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

Richard A. Healey
RICHARD A. HEALEY

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT EDMONDS
MY APPOINTMENT EXPIRES: 3/5/01

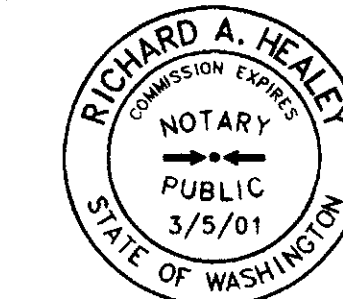
DATED: 12/12/00



STATE OF WASHINGTON)
)SS
COUNTY OF SNOHOMISH)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT JOSEPH S. SUCHAN IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT ON OATH STATING THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE VICE PRESIDENT OF FRONTIER BANK, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THIS INSTRUMENT.

DATED: 12/12/00 *Richard A. Healey*
RICHARD A. HEALEY



NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT EDMONDS
MY APPOINTMENT EXPIRES: 3/5/01

APPROVALS

Connie Fessler
CONNIE FESSLER, CITY MANAGER

12/14/00
DATE

STATE OF WASHINGTON)
)SS
COUNTY OF SNOHOMISH)

I CERTIFY THAT I KNOW OR HAVE EVIDENCE THAT CONNIE FESSLER IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE MANAGER OF THE CITY OF MOUNTLAKE TERRACE, A MUNICIPAL CORPORATION, TO BE THE FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THIS INSTRUMENT.

Theresa S. Strausser
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

PRINTED NAME: THERESA S. STRAUSSER

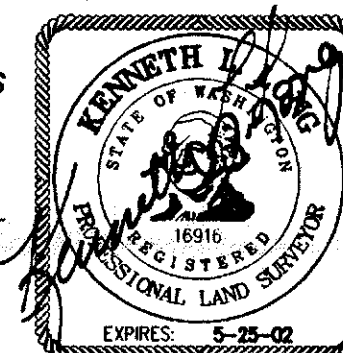
RESIDING AT: LYNNWOOD

MY APPOINTMENT EXPIRES: 5/10/04

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF JAMES A. WALVATNE IN JUNE, 2000.

Kenneth L. Long 12-12-00
KENNETH L. LONG, P.L.S. DATE
PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 16916



AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF KENNETH L. LONG, THIS 15th
DAY OF December, 2000, AT 11 MINUTES PAST 10 A. M.,
AND RECORDED IN VOLUME _____ OF SHORT PLATS, PAGES _____
THROUGH _____, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

BOB TERWILLIGER
AUDITOR, SNOHOMISH COUNTY
BY: *Heather Sallid*
DEPUTY COUNTY AUDITOR

Scans: scans021932.pdf

A.F. No. 200012155001

SHORT SUBDIVISION NO. 99-01 FOR			
STRAIGHT LINE CONSTRUCTION			
IN NW 1/4, NW 1/4, SEC. 28, T.27N, R.4E, W.M. MOUNTLAKE TERRACE, SNOHOMISH COUNTY, WASHINGTON			
DRAWN BY	DATE	REV. BY	DATE
MAH	6/12/00	5 RAH	12/11/00
DRAWING FILE NAME	CHK. BY	F.B. NO.	JOB NO.
98068FSP.DWG	RAH	336	98-068-A
SHT. NO.			1 of 2

Western Engineers, Inc.
(425) 356-2700
LAND USE CONSULTANTS
CIVIL ENGINEERS • LAND SURVEYORS
*** 13000 HWY 99 SOUTH • EVERETT, WA 98204 ***

