

DECLARATION OF SHORT SUBDIVISION, COVENANTS AND RESTRICTIONS

KNOW ALL PERSONS BY THESE PRESENTS:

THAT I, 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 SP-99-03 BY THE CITY OF MOUNTLAKE TERRACE, SUBJECT TO THE FOLLOWING COVENANTS AND RESTRICTIONS:

I. 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, PIPES 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;

II. ALL LANDSCAPED AREAS IN PUBLIC RIGHTS-OF-WAY 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;

III. ALL PARCELS SHALL BE LIMITED TO SINGLE FAMILY RESIDENTIAL DEVELOPMENT AND USE PER CITY OF MOUNTLAKE TERRACE ZONING ORDINANCE NO. 2074, SECTION 4.8.F.4;

IV. AN EXCLUSIVE PERPETUAL EASEMENT FOR STORM DRAINAGE FACILITIES IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF MOUNTLAKE TERRACE, 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:

1.) THE OWNER(S) AND THE "CITY" SHALL AT ALL TIMES CONDUCT THEIR RESPECTIVE ACTIVITIES AND ALL OTHER ACTIVITIES CONDUCTED ON THE 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 THE EASEMENT;

2.) 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;

3.) 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;

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

5.) THE OWNER(S) AGREE TO PERFORM ALL NECESSARY MAINTENANCE DUTIES TO SAID STORM DRAINAGE FACILITIES ON A REGULAR AND TIMELY BASIS. THOSE MAINTENANCE DUTIES 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 FACILITIES;

6.) 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;

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

8.) THE STORM DRAINAGE EASEMENTS RUN WITH THE LAND IN PERPETUITY, AND MAY BE RELOCATED ONLY UPON APPROVAL BY THE CITY.

STORM DRAIN FACILITIES:
PARCEL B OF THIS SHORT SUBDIVISION HAS INTEREST AND RESPONSIBILITY FOR MAINTENANCE, REPAIR AND REPLACEMENT OF THE STORM DRAINAGE SYSTEM THAT TREATS AND CONTROLS WATER RUNOFF FROM SAID PARCEL.

MAINTENANCE WILL NOT BE LIMITED TO, BUT WILL INCLUDE ANNUAL MAINTENANCE.

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.

THE OWNERS OF PARCEL B AGREE AND CONVEYANT THAT THEY, THEIR HEIRS, SUCCESSORS AND ASSIGNS, WILL ANNUALLY INSPECT THE CATCH BASINS AND PIPING, AND CLEAN AND SERVICE THE DRAINAGE SYSTEM, AS REQUIRED TO MAINTAIN DESIGN OPERATION AS LONG AS THE APPROVED DRAINAGE FACILITIES REMAIN A PRIVATE STORM-WATER SYSTEM. THIS AGREEMENT SHALL BE CONSTRUED AS A RESTRICTIVE COVENANT AND/OR EQUITABLE SERVITUDE RUNNING WITH THE LAND, AND SHALL BE BINDING UPON THE UNDERSIGNED OWNERS, THEIR HEIRS, SUCCESSORS AND ASSIGNS, IN PERPETUITY, OR UNTIL THE PRIVATE SYSTEM IS DEDICATED TO THE PUBLIC, IF EVER. THIS COVENANT/SERVITUDE SHALL BE SOLE BINDING ON THE SUBJECT PROPERTY AND SHALL NOT BE CONSTRUED AS A COVENANT RELATING TO ANY OTHER PROPERTIES UPSTREAM OR DOWNSTREAM OVER WHICH PRESENT OR FUTURE OWNERS MAY HAVE NO CONTROL UNLESS SPECIFICALLY DETAILED HEREIN.

THE OWNERS OF PARCELS A AND B AGREE AND CONVEYANT THAT THEY, THEIR HEIRS, SUCCESSORS AND ASSIGNS, WILL ALLOW THE CITY TO PROVIDE EMERGENCY MAINTENANCE TO THE STORM DRAINAGE FACILITIES.

THE OWNERS OF PARCEL A AGREE AND CONVEYANT THAT THEY, THEIR HEIRS, SUCCESSORS AND ASSIGNS WILL ALLOW CONVEYANCE OF STORM WATER FROM PARCEL B ACROSS PARCEL A.

Sweeny Short Plat SP-99-03

CONSENT

I THE UNDERSIGNED OWNER IN FEE SIMPLE OF THE LAND REPRESENTED ON THIS SHORT SUBDIVISION AND HAVE NO RIGHT, TITLE, OR INTEREST OF ANY KIND IN ANY UNPLATTED LAND CONTIGUOUS TO THIS SHORT SUBDIVISION. THIS SHORT SUBDIVISION IS MADE WITH MY FREE CONSENT AND IN ACCORDANCE WITH MY DESIRE.

IN WITNESS WHEREOF I SET MY HAND AND SEAL THIS 30th DAY OF October, 2001.

JULI SWEENEY

ACKNOWLEDGMENT

State of Washington)

County of Snohomish)

I certify that I know or have satisfactory evidence that

Juli Sweeney
signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in this instrument.



Signature of Notary Public Loretta Culler

Dated 10/30/01

My appointment expires 10/13/04

APPROVALS

Connie L. Fessler
CONNIE L. FESSLER
CITY MANAGER

11/13/01
DATE

I CERTIFY THAT I KNOW OR HAVE EVIDENCE THAT Connie L. Fessler IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT THEY SIGNED THIS INSTRUMENT, ON OATH STATED THAT THEY WERE 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.

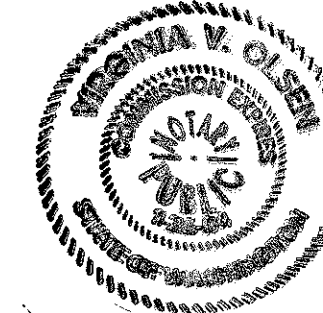
DATED: 11/13/01

Virginia V. Olsen
Virginia V. Olsen
PRINTED NAME

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT: Kenmore, WA

MY APPOINTMENT EXPIRES: 1-26-04



LAND 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 Juli Sweeney in November 2000.

Brent L. Eble
Brent L. Eble, PLS #30581

Date 10/30/01

AUDITOR'S CERTIFICATE

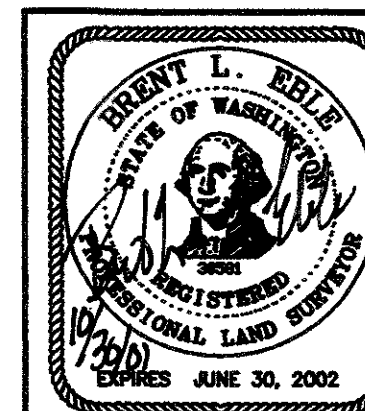
Filed for record at the request of Emerald Land Surveying, Inc. this 13 day of NOVEMBER 2001 at 4 minutes past 4 O'Clock P.M. and recorded in Volume 2 of Short Plats, Pages 1 through 1. Records of Snohomish County, Washington.

Bob Terwilliger
Auditor, Snohomish County

Deputy Auditor
Deputy County Auditor

Scans: scans021963.pdf

SURVEY IN THE: 200111135005
N.W. 1/4, N.E. 1/4 SEC. 28 TWP. 27N., RGE. 4E., W.M.

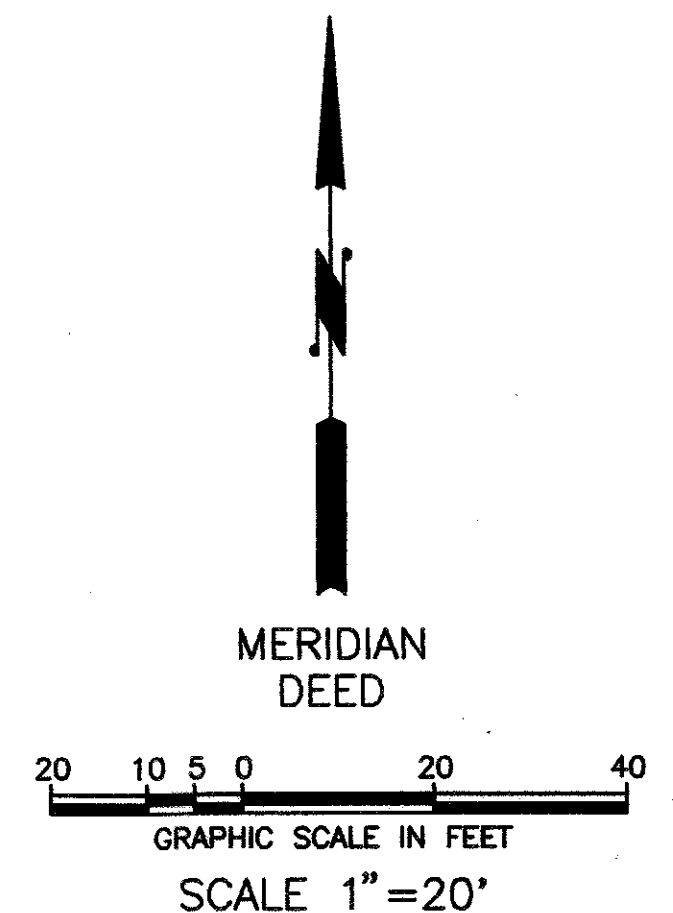


CITY OF MOUNTLAKE TERRACE SHORT PLAT #99-03
JULI SWEENEY
4912 212TH STREET SW
MOUNTLAKE TERRACE, WA
EMERALD LAND SURVEYING, INC.
PO BOX 13694 MILL CREEK, WA 98082 PH. 425-359-7198

DRAWN BY:
BLE
CHECKED:
BLE
PROJECT #:
99321
DATE:
2/11/01

SHEET
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OF
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212th Street S.W.



SHEET
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OF
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