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Document Title(s)

Declaration of Covenants, Conditions & Restrictions of Montaine at Aldarra

Reference Numbers of related documents

N/A

Grantor(s) (Last, First and Middle Initial)

Aldarra Development LLC, a Washington limited liability company

Grantee(s) (Last, First and Middle Initial)

Public

Legal Description (abbreviated form i.e., lot, block, plat or section, township, range, quarter/quarter)

Tracts AE and AM, Aldarra Division No. 1, as recorded in Volume 199 of Plats, Pages 72 through 88, inclusive, records of King County Washington, and Tract AJ-2 of Aldarra Division No. 2, as recorded in Volume 206 of Plats, Pages 8 through 11, inclusive, Records of King County, Washington.

Assessor's Property Tax Parcel/Account Number

0098010020; 0098001320; 0098001370

After Recording, return to:

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**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
MONTAINE AT ALDARRA**

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**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
MONTAINE AT ALDARRA**

THIS DECLARATION AND COVENANTS, CONDITIONS AND RESTRICTIONS FOR MONTAINE AT ALDARRA ("Declaration") is made on the date hereinafter set forth by **ALDARRA DEVELOPMENT LLC**, a Washington Limited Liability Company, ("Declarant"), who is the owner of certain land situated in the State of Washington, County of King, known as Montaine at Aldarra (hereinafter referred to as "Montaine at Aldarra"), which is more particularly described in Exhibit "A" and shown on Exhibit "B" attached hereto and incorporated herein by this reference. In order to ensure preservation of the residential environment at Montaine at Aldarra, Declarant agrees and covenants that all land and improvements now existing or hereafter constructed thereon shall 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 thereof and shall inure to the benefit of each owner thereof and to the benefit of the Montaine at Aldarra Homeowners' Association and shall otherwise in all respects be regarded as covenants running with the land.

**ARTICLE I
DEFINITIONS**

For the purposes of the Declaration and the Articles of Incorporation and the Bylaws of Montaine at Aldarra Homeowners' Association, certain words and phrases shall have particular meanings as follows:

Section 1. "Association" shall mean and refer to MONTAINE AT ALDARRA 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 Initial Board of Declarant, as provided in Article II, unless the language or context clearly indicates otherwise.

Section 3. "Properties" subject to this Declaration shall mean and refer to the real property described with particularity in Exhibit "A" and shown on Exhibit "B", and such Other Parcels which may hereafter be brought within the jurisdiction of the Association.

Section 4. "Owner" or "Lot Owner" shall mean and refer to record owner (whether one or more persons or entities) of a fee interest in any Lot, including the Declarant and participating Builders, but excluding Mortgagees or other persons or entities having such interest merely as security for the performance of any obligation. Purchasers or assignees under recorded real estate contracts shall be deemed Owners as against their respective sellers or assignors.

Section 5. "Common Areas" and "Common Maintenance Areas" Common Areas shall mean and refer to any of the real property (including the improvements thereon) owned by the Association for the common use and enjoyment of the members of the Association. Common Maintenance Areas shall mean those portions of all real property (including the improvements thereon) maintained by the Association for the benefit of the members of the Association.

Section 6. "Lot" shall mean and refer to any plot of land, excluding tracts, as shown upon any recorded subdivision map of the Properties. Lot shall include the Residence located thereon.

Section 7. "Declarant" shall mean ALDARRA DEVELOPMENT LLC, a Washington Limited Liability Company and any of its successors and assigns who identifies itself as a successor declarant in a recorded instrument and who assumes all the obligations of ALDARRA DEVELOPMENT LLC as declarant under the agreement. ALDARRA DEVELOPMENT LLC is a limited liability company comprised of JOHN F. BUCHAN CONSTRUCTION, INC., a Washington corporation; CHAFFEY HOMES, INC., a Washington corporation; and BURNSTEAD CONSTRUCTION COMPANY, a Washington corporation.

Section 8. "Architectural Control Committee" shall refer to the duly appointed or elected committee of the Board of Directors as outlined in Article XI of this Declaration, hereinafter referred to as the "Committee".

Section 9. "Development Period" shall mean and refer to that period of time defined in Article II of this Declaration.

Section 10. "Plat" shall mean and refer to the Plat of Aldarra Division No. 3 as recorded on 11-25-2003 in the records of King County, State of Washington, under Recording No. 20031125000507

Section 11. "Residence" shall mean and be limited to single family residences only occupying any Lot.

Section 12. "Other Parcels" shall mean those parcels of land which may be added to the Properties.

ARTICLE II
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 twenty (20) years from the date of recording this Declaration or (2) the thirtieth (30th) day after Declarant has transferred title to the purchasers of Lots representing 99 percent of the total voting power of all Owners as then constituted or (3) the date on which Declarant elects to permanently relinquish all of Declarant's authority under this Article II by written notice to all Owners, whichever date first occurs. Until termination of the Development Period, the Property shall be managed and the Association organized at the sole discretion of the Declarant.

Section 2. Initial Board. Declarant may, in its sole discretion, and at such times as the Declarant deems appropriate, appoint three persons who may be Owners, or are representatives of corporate entities or other entities which are Owners, as an Initial Board. This Initial 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 the Initial Board, the Declarant, in the exercise of its sole discretion, may at any time terminate the Initial Board and reassume its management authority under Article II or select a new Board under this section of Article II.

Section 3. Notice to Owners. Not less than fourteen (14) nor more than sixty (60) days prior to the termination of the Development Period, the Declarant shall send 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 twenty (20) Lots shall constitute a quorum. The term "proxy" is defined as "the authority or power to act for another, in person, or by document giving such authority". In other words, an Owner may designate another individual to act on their behalf. 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 Owners to provide for the operation of the Association.

Section 4. Management of Properties During Development Period
Declarant, or a managing agent selected by the Declarant, and/or the Initial Board, shall have the power and authority to exercise all the rights, duties and functions of the Board of Directors and generally exercise all powers necessary to carry out the provisions of this Declaration.

Section 5. Purpose of Development Period. These requirements and covenants are made to ensure that the Properties shall be adequately administered in the initial stages of development and to ensure an orderly transition to Association operations. Each Owner accepts this management authority in Declarant

Section 6. Expenditures During Development Period. During the Development Period, Declarant, or any agent of Declarant, shall have the sole discretion to use and consume all or so much of the dues paid in as in Declarant's judgment is necessary or expedient in maintaining the Common Maintenance Areas and carrying out the other functions of the Association. This includes, but is not limited to, any legal fees associated with Declarant, or any agent of Declarant carrying out any duties during the Development Period, including all costs associated with turning over the Association after the expiration of said Development Period. Upon termination of the Development Period, Declarant shall deliver any funds remaining to the Association

ARTICLE III EASEMENTS

Section 1. Easements for Utilities. An easement is hereby reserved for and granted to the regional telephone provider, regional cable television provider, Puget Sound Energy, and Sammamish Plateau Water and Sewer Distnc and their respective successors and assigns, under and upon the exterior (10) feet, or as shown hereon, parallel with and adjoining the frontage of all streets dedicated as part of this Plat, of all Lots and Tracts, except Tracts U and W, in which to install, lay, construct, renew, operate and maintain water system facilities, sewer system facilities, minor sidewalk improvements constructed around mailbox stands, private storm sewer facilities, 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, T.V., gas, water, sewer, and other utility service, together with the right to enter upon the Lots at all times for the purpose herein stated. In addition to the beneficiaries stated above, the underlying Lot Owners adjacent to said stnps shall have the right to enter said strip to perform maintenance, repair, or replacement of sanitary sewer service lines and water service lines, from which said Lot Owners directly benefit in the original "as constructed" location. These easements entered upon for these purposes shall be restored as near as possible to their orginal condition by said entering utility. No lines or wires for the transmission of electric current, telephone, or cable T.V. 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.

Section 2. Water and Sewer Easements. An easement is reserved and granted to SAMMAMISH PLATEAU WATER AND SEWER DISTRICT over, under, through and upon the easements shown on the Plat described as "Sanitary Sewer Easement" or "Water Easement" for access, ingress, egress, and to install, lay, construct, maintain, inspect, repair, remove, replace, renew, use and operate sanitary sewer mains and water mains and appurtenances for this subdivision and other property; together with the right to enter said easements at all times, with all necessary maintenance and construction equipment, for the purposes stated. Structures including fences and rockenes shall not be constructed on any area reserved for these easements. No structure shall be erected over, upon, or within, and

no trees, bushes or other shrubbery shall be planted in the area of ground for which the easement in favor of Sammamish Plateau Water and Sewer District has been provided herein. Said easement shall be restored by the utility, as nearly as reasonably possible, to its condition prior to any material disturbance from construction, operation, maintenance, repair, or replacement of water and sewer facilities.

Section 3. Public Drainage Easements. All drainage easements within this Plat, not shown as "Private" are hereby granted and conveyed to King County, a political subdivision of the State of Washington, for the purpose of conveying, storing, managing and facilitating storm and surface water per the engineering plans approved for this Plat by King County, together with the right of reasonable access (ingress and egress), to enter said drainage easement for the purpose of inspecting, operating, maintaining, repairing and improving the drainage facilities contained therein. Note that except for the facilities which have been formally accepted for maintenance by King County, maintenance of drainage facilities on private property is the responsibility of the property owner.

Lot Owners are required to obtain prior written approval from King County Property Services, and any required permits from King County DDES such as clearing and grading, prior to filling, piping, cutting or removing vegetation (except for routine landscape maintenance such as lawn mowing) in open vegetated drainage facilities (such as swales, channels, ditches, ponds, etc.), or performing any alterations or modifications to the drainage facilities contained within said drainage easement.

Structures, fill, or obstructions (including but not limited to decks, patios, outbuildings or overhangs) shall not be permitted beyond the building setback line of the public drainage easements. Additionally, grading and construction of fencing shall not be allowed within the public drainage easements shown on the Plat unless otherwise approved by King County DDES or its successor agency.

The following listed Tracts and Lots are subject to a public drainage easement as shown on the Plat: Tracts S, U, V, Z, AB, AC, and AR; and Lots 12, 29, 35, 36, 37, 38, 49, 50, 54, 61, and 70.

Section 4. Private Drainage Restrictions. All Lots shall be subject to an easement ten (10) feet in width along all front property lines, two and one-half (2.5) feet in width, parallel with and adjacent to all interior Lot lines and five (5) feet in width, parallel with and adjacent to all rear Lot lines for the purpose of private drainage. In the event Lot lines are adjusted after the recording of the Plat, the easements shall move with the adjusted Lot lines. Maintenance of all private drainage and utility easements on the Plat shall be the responsibility of all Lots deriving benefit from said easement, including the Owner of the Lot on which said easement(s) are located. No structures other than fences shall be constructed within these easements.

Lot Owners encumbered with drainage easements shown as "Private", hereby grant and convey to King County, a political subdivision of the State of Washington, the right, but not the obligation to convey or store storm and surface water per the engineering plans approved for this Plat by King County, together with the right of reasonable access (ingress

and egress), to enter said drainage easements for the purpose of observing that Lot Owners are properly operating and maintaining the drainage facilities contained therein.

The owners of those Lots containing said private drainage easements are responsible for operating, maintaining and repairing the drainage facilities contained within said drainage easements, and are hereby required to obtain any required permits, from the King County Department of Development and Environmental Services prior to filling, piping, cutting or removing vegetation (except for routine landscape maintenance such as lawn mowing) in open vegetated drainage facilities (such as swales, channels, ditches, ponds, etc.), or performing any alterations or modifications to the drainage facilities, contained within said drainage easements.

The following listed tracts and lots are subject to a Private Storm Drainage Easement as shown on the Plat. These are for the purpose of installing and maintaining private storm drainage facilities within said easements with restrictions as described above. Said easements are in favor of the lots or tracts listed below as deriving benefit. The Owners of said lots or tracts deriving benefit shall be responsible for the maintenance, repairs or reconstruction of that portion of the Private Storm Drainage Facilities below their respective point of connection.

The easement located on Lots 72 and 73 and benefits Lots 71, 72, 73, and 74. The easement located on Lot 9 benefits Lot 1. The easement located on Lots 12 through 21, inclusive, benefits Lots 12 through 21, inclusive. The easement located on Tract W benefits Lots 71, 72, 73, and 74.

Section 5. Miscellaneous Easements and Restrictions

- (i) No further subdivision of any Lot shall be allowed without resubmittal for formal plat procedure.;
- (ii) 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 the Lot shall be less than the area required for the use district in which located.;
- (iii) Street trees have been planted by the Declarant. All street trees shall be owned and maintained by the Association unless and/or until King County or its successor agency has adopted a maintenance program. The Association shall have the right to trim trees and all Owners hereby waive any and all objection to such trimming. No Owner may remove a street tree but shall notify the Association if the street tree appears diseased or dead.;
- (iv) King County shall be responsible for maintaining all rights-of-way within the Plat. All planter islands in the rights-of-way and cul-de-sacs shall be maintained by the Association;
- (v) The Association shall establish and periodically update "Rules and Regulations" which shall apply to all Lot Owners within Montaine at Aldarra.

Section 6. Access Easements. The Association and its agents shall have an easement for access to each Lot and to the exterior of any building located thereon during reasonable hours as may be necessary for the purposes stated below. Owners hereby grant to the Association, the Board, and the Declarant, and their individual agents, an express access easement for purposes of going upon the Lots of Owners for the following purposes:

- (i) The maintenance, repair, replacement, or improvement of any Common Maintenance Areas accessible from that Lot,
- (ii) Emergency repairs necessary to prevent damage to the Common Maintenance Areas or to another Lot or the improvements thereon;
- (iii) Cleaning, maintenance, repair, or restoration work which the Owner is required to do but has failed or refused to do, and
- (iv) The removal of Vehicles, goods, equipment, devices or other objects which are parked or stored in violation of the terms of this Declaration

Except in an emergency where advanced notice is not possible, these easements shall be exercised only after reasonable notice to the Owner.

ARTICLE IV COMMON AREAS AND COMMON MAINTENANCE AREAS

Section 1. Conveyance of Common Areas. Declarant hereby transfers, conveys, and grants title to the Common Areas to the Association. The Common Areas are identified as Tracts S, V, AC, AE, AR, U, Z, AB, AN, W, and AM.

Section 2. Common Maintenance Areas. Common Maintenance Areas shall include those portions of all real property (including improvements thereon) maintained by the Association for the benefits of the members of the Association. The areas to be maintained by the Association are: Tracts S, V, AC, AE, AR, U, Z, AB, AN, W, AM, entry signage and landscaping including water and electric; street trees; planter islands in rights-of-way; and the mailbox stands located throughout the Properties. The Association shall also be required to inspect the wildlife network areas on an annual basis for fencing and signs, and to observe the remove by hand invasive species. The Association shall have the right and the obligation to maintain the Common Maintenance Areas and shall pay the actual cost of the same from annual or special assessments as appropriate.

Section 3. Alteration of the Common Areas and Common Maintenance Areas. Nothing shall be altered, or constructed in, or removed from the Common Areas or Common Maintenance Areas except upon prior written consent of the Association.

Section 4. Dumping in Common Areas and Common Maintenance Areas. No trash, plant or grass clippings or other debris of any kind shall be dumped, deposited or placed on or within the Common Areas or Common Maintenance Areas.

Section 5. Other Maintenance Costs for Association. In addition to maintaining the Common Areas and Common Maintenance Areas, the Association shall also be responsible for the payment of the electric bills incurred in connection with the operation of the streetlights within the Properties unless the utility provider for the streetlights directly bills the individual Lot Owners.

ARTICLE V TRACTS

Section 1. Sensitive Area Tracts & Sensitive Areas and Buffers. Dedication of a sensitive area tract/sensitive area and buffers conveys to the public a beneficial interest in the land within the tract/sensitive area and buffers. This interest includes the preservation of native vegetation for all purposes that benefit the public health, safety, and welfare, including control of surface water and erosion, maintenance of slope stability, and protection of plant and animal habitat. The sensitive area tract/sensitive area and buffer imposes upon all present and future owners and occupiers of the land subject to the tract/sensitive area and buffer the obligation, enforceable on behalf of the public by King County, to leave undisturbed all trees and other vegetation within the tract/sensitive area and buffer. The vegetation within the tract/sensitive area and buffer may not be cut, pruned, covered by fill, removed, or damaged without approval in writing from King County Department of Development and Environmental Services, or its successor agency, unless otherwise provided by law. The common boundary between the tract/sensitive area and buffer and the area of development activity must be marked or otherwise flagged to the satisfaction of King County prior to any clearing, grading, building construction, or other development activity on a lot subject to the sensitive area tract/sensitive area and buffer. The required marking or flagging shall remain in place until all development proposal activities in the vicinity of the sensitive area are completed. No building foundations are allowed beyond the required 15-foot building setback line, unless otherwise provided by law.

Tracts S, V, AC, AE, AR, and AM are sensitive area tracts and shall be owned and maintained by the Association.

Section 2. Wildlife Network Tracts. Tracts AM and V are wildlife network tracts and shall be owned and maintained by the Association. The Association and its members shall be obligated to comply with the requirements outlined in the Wildlife Habitat Network Management Plan dated January 3, 2001 prepared by RAEDEKE Associates, Inc., attached hereto as Exhibit "C", which includes annual inspections of the wildlife network tracts for fencing and signs and to observe and remove by hand invasive species. The Association and its members shall be restricted from amending this section of this Declaration and altering the Management Plan.

Section 3. Landscape Tracts. Tract AN is a landscape tract and shall be owned and maintained by the Association.

Section 4. Recreation Tracts. Tracts U, Z, and AB are on-site recreation tracts and shall be owned and maintained by the Association. Tract U shall also contain entry

monuments, signage, and landscaping. Tract U is also subject to a public sanitary sewer easement in favor of Sammamish Plateau Water and Sewer Distnct.

Section 5. Drainage Tract. Tract AD is a utility tract and shall be owned and maintained by the Association.

Section 6. Open Space Tract. Tract W is an open space tract and is conveyed to the Association for ownership and maintenance purposes. Tract W is also subject to easements in favor of Sammamish Plateau Water and Sewer District

ARTICLE VI MAINTENANCE OF THE COMMON MAINTENANCE AREAS AND SITES; DELEGATION OF MANAGEMENT

Section 1. Responsibility for Maintaining Common Maintenance Areas. The Association is responsible for maintaining and preserving the character and function of areas designated on the face of the Plat and these covenants as Common Maintenance Areas. Common Maintenance Areas have been set aside for landscaping and community identification purposes and those areas are referred to in Article IV, Section 2 above.

Section 2. Repair of Common Maintenance Areas. Any damage to Common Maintenance Areas or improvements thereon, including landscape plantings, sprinkler systems, fences, berms, etc., by the Owners or their children or guests shall be repaired by the Association and the Owner who caused the area to be damaged shall be responsible for reimbursing the Association all costs incurred by the Association for the repairs. The Owner shall be obliged to immediately remit funds for the repair to the Association. If the Owner fails to promptly make payment for such repairs, the Owner shall be charged interest at the rate of twelve (12%) percent per annum.

Section 3. 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 Maintenance Areas and any portion thereof. Any management agreement or employment agreement for the maintenance or management of the Common Maintenance 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 (3) years, renewable by agreement of the parties for successive three (3) 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. Fees applicable to any such management, employment or service agreement shall be assessed to the Association or Owners.

ARTICLE VII ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation. Each Owner of any Lot, by acceptance of a deed therefor, whether it shall be so expressed in each deed, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges; (2) special assessments for capital improvements; and (3) special assessments for legal fees and damages. If the Owner fails to timely pay assessments within thirty (30) days of the date specified by the Association, the annual and special assessments, together with any interest, costs and any reasonable attorneys' fees incurred to collect such assessments, shall be a lien on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with any interest, costs and reasonable attorneys' fees incurred in attempting to collect the assessment, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them. The Association shall record such liens in the Office of the King County Auditor.

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 of the Properties and for the improvement and maintenance of the Common Maintenance Areas as provided in Article IV.

Section 3. Annual Assessment. Annual assessments shall be levied equally on all Lots. Fifteen percent (15%) of the annual assessment, or such higher percentage as may be charged, shall be allocated and paid to the Declarant for 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.

Section 4. Computation. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year, which shall include a capital reserve. Within thirty (30) days after adoption by the Board of Directors of the budget, the Board shall set a date for a meeting of the members to consider ratification of the budget, not less than fourteen nor more than sixty days after mailing of the summary. Unless at that meeting, seventy-five percent (75%) or more of the Owners reject the budget, in person or by proxy, the budget shall be ratified, whether or not a quorum is present. In the event the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board.

Section 5. Revised Budget. If the financial circumstances of the Association materially change during any year, the Board may prepare a revised budget for the balance of the year. Within thirty (30) days after adoption by the Board of Directors of the revised budget, the Board shall set a date for a meeting of the members to consider ratification of the revised budget, not less than fourteen nor more than sixty days after mailing of the summary. Unless at that meeting, seventy-five percent (75%) or more of the Owners reject

the revised budget, in person or by proxy, the revised budget shall be ratified, whether or not a quorum is present. In the event the revised budget is rejected or the required notice is not given, the periodic budget last ratified by the owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board.

Section 6. Special Assessments for Capital Improvements. 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 not provided by this Declaration, including fixtures and personal property related thereto. Within thirty (30) days after adoption by the Board of Directors of the special assessments for capital improvements, the Board shall set a date for a meeting of the members to consider ratification of the special assessment, not less than fourteen nor more than sixty days after mailing of the summary. Unless at that meeting, seventy-five percent (75%) or more of the Owners reject the special assessment, in person or by proxy, the special assessment shall be ratified, whether or not a quorum is present.

Section 7. Special Assessments for Legal Fees and Damages. In addition to the annual and special assessments authorized above, the Declarant, during the Development Period, 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 Committee is named as a party as a result of a decision made or action performed while acting in behalf of the Association, or (3) any other reasonable expenses incurred by the Association. Within thirty (30) days after adoption by the Board of Directors of the special assessment for legal fees and damages, the Board shall set a date for a meeting of the members to consider ratification of the special assessment, not less than fourteen nor more than sixty days after mailing of the summary. Unless at that meeting, seventy-five percent (75%) or more of the Owners reject the special assessment, in person or by proxy, the special assessment shall be ratified, whether or not a quorum is present.

Section 8. 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 9. Date of Commencement of Annual Assessment; Due Dates. The annual assessments described in this Article shall commence upon the recording of this Declaration. 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 or the administrator of the Association setting forth whether the Assessment on a specified Lot has been paid.

Section 10. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest at the rate of twelve percent (12%) 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 Maintenance 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 for a period not to exceed sixty (60) days for any infraction of the terms of either this Declaration, the Articles or the Bylaws of the Association.

Section 11. Subordination of the Lien to Mortgage. The lien for assessment 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 which thereafter become due or from the lien thereof.

Section 12. Exempt Property. All property dedicated to and accepted by King County shall be exempt from the assessments provided for in this Article. Property owned by Declarant, or its members individually, shall also be exempt from such assessment.

Section 13. Budget Deficits During Declarant Control. In the event there is a deficit between the actual operating expenses of the Association (but specifically not including an allocation for capital reserves), and the sum of the annual, special and specific assessments collected by the Association in any fiscal year, Declarant, or its members individually, may, in their sole discretion, contribute funds to the Association in order to satisfy the shortfall, or any portion thereof.

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 and shall be kept free of accumulations of litter, junk, containers, equipment, building materials and other

debris All refuse shall be kept in sanitary containers sealed from the outlook of any Lot. The containers shall be emptied regularly and their contents disposed of off the Lot. 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 device (approved by the Committee) shall be permitted. The Owners of each Lot shall maintain the lawn and landscaping on the Lot in a condition consistent with the maintenance standards of the Plat. This includes, but is not limited to, adequate watering, removing weeds, mowing, edging and fertilizing. This obligation to maintain landscaping extends into the public right-of-way along the front of the Lot. Lot Owners shall maintain any lawn in the median strip between the sidewalk and edge of curb.

Section 2. Parking of Vehicles; Storage of Goods, Equipment or Devices

There shall be no permanent and/or temporary storage of goods, Vehicles, as defined below, equipment, or devices permitted in open outlook from any Lot or right-of-way. The term "Vehicles" as used herein shall include, without limitation, automobiles, vans or trucks with or without business logo, campers, trucks, busses, motor homes, mobile homes, boats, trailers, portable aircraft, motorcycles, snowmobiles, minibikes, scooters, go-carts, and any other towed or self-propelled transportation type vehicle. The term "Passenger Vehicles" as used herein shall include passenger automobiles, vans, small trucks, motorcycles, and similar type vehicles used regularly and primarily as transportation for the Occupants of the Lot. The term "Commercial and Recreational Vehicles" as used herein shall include, without limitation, vans or trucks with business logos, campers, busses, motor homes, mobile homes, boats, trailers, portable aircraft, motorcycles, snowmobiles, minibikes, scooters, and go-carts. The following restrictions apply:

- (I) Parking areas shall refer to the number of garage parking spaces. All Vehicles must be parked within garages. Driveway areas in front of garages shall be considered parking areas for Passenger Vehicles only and only to the extent that sufficient parking spaces are not provided in the garage for all the Vehicles used by the Occupants of the Lot.;
- (II) No Commercial and/or Recreational Vehicle shall be permitted on the driveway or any other portion of the Owner's Lot, except within a garage, however, Recreational Vehicles shall be allowed to park on the driveway for a maximum twenty-four (24) hour period, for the sole purpose of loading and unloading the Recreational Vehicle;
- (III) No Passenger Vehicles shall be parked on any driveway or any other portion of an Owner's Lot if there is available parking within the garage;
- (IV) No Vehicles and/or Passenger Vehicles shall be parked overnight on any right-of-way adjoining any Lot; provided that vehicles belonging to guests may occasionally be parked during the day in the right-of-way adjoining a Lot.;
- (V) No Passenger Vehicles parked on the driveway may extend over the sidewalk and/or into the right-of-way.; and

- (vi) Owners who have visiting guests intending to stay may secure written permission from the Association for such guests to park their Vehicle upon the Lot owned by the Owner for a maximum period of one (1) week within a thirty (30)-day period. Such a privilege shall only exist, however, after the written permission has been obtained from the Association

The Association shall give an Owner a written notice of an improperly parked or stored Vehicle and/or improperly stored goods, equipment, or devices. The Owner shall have twenty-four (24) hours to remove said Vehicle and/or goods, equipment, or devices. If the Owner has not removed the said Vehicle within the required time period, the Association may have the Vehicle towed at the Owner's expense; fine the Owner \$25 per day until the Vehicle is removed; and/or place a lien against the Owner's Lot. If the Owner has not removed the said goods, equipment, or devices, within the required time period, the Association may have the goods, equipment, or devices removed, fine the Owner \$25 per day until the goods, equipment, or devices are removed, and/or place a lien against the Owner's Lot.

Section 3. Lot Maintenance by the Association. In the event an Owner fails to maintain the exterior of his premises and the improvements situated thereon in a manner consistent with maintenance standards of the Montaine at Aldarra community, the Association shall, upon receipt of written complaint of any Owner, or upon its own initiative, and a subsequent investigation, 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 Association within fourteen (14) 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 Association 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 Association shall be required to have the consent of fifty-one percent (51%) of the Members before undertaking such repairs.

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 may be an unincorporated Association during the Development Period, unless the Declarant elects to incorporate the Association.

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 shall be conducted in accord with the specifications set forth in the Bylaws of the Montaine at Aldarra Homeowners' Association.

ARTICLE X MANAGEMENT BY THE BOARD

Section 1. Enforcement of Declaration. 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 Owner for recovery of damages, or injunctive relief, or both.

Section 2. Board of Directors. The number of Directors shall be set forth in the Bylaws. The Board of Directors shall be elected by the Owners in accordance with the Bylaws. All Board positions shall be open for election at the first annual meeting after termination of the Development Period. 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 accordance with the specifications which are set forth in the Bylaws. The Board, for the benefit of all the Properties and the 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.

- (I) **Insurance.** Obtain policies of general liability insurance
- (II) **Legal and Accounting Services.** Obtain legal and accounting services, if necessary, to the administration of Association affairs, administration of the Common Maintenance Areas, or the enforcement of this Declaration.
- (III) **Maintenance.** Pay all costs of maintaining the Common Maintenance Areas.
- (IV) **Maintenance of Lots.** If necessary, maintain any Lot if such maintenance is reasonably necessary in the judgment of the Board to (1) protect Common Maintenance Areas, or (2) to preserve the appearance and value of the Properties and/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.

- (v) **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 Maintenance 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 and the Lot responsible to the extent of their responsibility.
- (vi) **Utilities.** Pay all utility charges attributable to Common Maintenance Areas.
- (vii) **Security.** Pay all costs deemed appropriate by the Board to ensure adequate security for the Lots and Common Maintenance Areas constituting the residential community created on the Properties.
- (viii) **Right to Contract.** Have the right to contract for all goods, services, maintenance, and capital improvements provided. However, such right of contract shall be subject to Association approval.
- (ix) **Improvement of Common Maintenance Areas.** Improve the Common Maintenance Areas with capital improvements to such Common Maintenance Areas, subject to the terms of Article VII, Section 6.
- (x) **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 twenty-four (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 assessed against the Owner of the other Lot.

- (xi) Promulgation of Rules. Adopt and publish rules and regulations governing the members and their guests and establish penalties for any infraction thereof.
- (xii) 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.
- (xiii) Employment of Manager. Employ a manager, an independent contractor, or such other employee as the Board deems necessary and describe the duties of such employees.
- (xiv) Payment for Goods and Service. Pay for all goods and services required for the proper functioning of the Common Maintenance Areas.
- (xv) Impose Assessments. Impose annual and special assessments.
- (xvi) Bank Account. Open a bank account on behalf of the Association and designate the signatories required.
- (xvii) Easements. Execute any and all covenants, easements, or other necessary documentation relating to the use of Common Maintenance Areas
- (xviii) 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 ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee ("Committee"). The Committee shall consist of not less than three (3) and not more than five (5) 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 Declarant if a Committee has not been appointed, shall review proposed plans and specifications for residences, accessory structures, fences, walls, appurtenant recreational facilities other exterior structures to be placed upon the Lots or Properties. No exterior addition or structural alteration may be made until plans and specifications showing the nature, kind, shape, heights, 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 residences in the community. The Committee shall determine whether the exterior design and location of the proposed structure, alteration, or color change harmonizes with the surrounding structures, surrounding natural and built environment, and aesthetic character of other residences in the Montaine at Aldarra community.

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 (3) 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 recommendations of such individuals are subject to review by the entire Committee at the request of any member of the Committee.

Section 5. Voting. Committee decisions shall be determined by a majority vote by the members of the Committee.

Section 6. Submission of Plans and Specs. 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 construction plans and specs which include, but are not limited to, a site plan, architectural, grading, lighting, and landscape plans. The plans and specifications should contain the following information:

- (i) The location of the residence, doorways, windows, garage doors, accessory structures, property lines, easements, setbacks, landscaping, retaining walls, fences, and the driveway upon the Lot;
- (ii) Building elevations for all sides of the residence and/or accessory structures with reference to the existing and finished Lot grade. Include foundation, windows, garages, doorways, roof pitch, porches, decks, stairways;
- (iii) The elevation of the landscaping, retaining walls, and fences with reference to existing and finished Lot grade. Materials, colors, and textures under consideration must be indicated. For proposed fences, retaining walls and rockeries, show relationship to walls, fences, rockeries, and grades on adjacent Lots.;

- (iv) Drainage flows;
- (v) Exterior finish materials, colors, and textures under consideration. Include roof.,
- (vi) Landscape plan Indicate species of plant material, size and height, and location.; and
- (vii) Other information which may be required in order to determine whether the standards in this Declaration and the Design Guidelines set forth and referenced to in Article XIII, Section 2, have been met.

Section 7. Evaluating Development Proposals. The Committee shall have the authority to establish aesthetic standards for evaluating development proposals. The Committee shall determine whether the external design, color, building materials, appearance, setbacks, height, configuration, and landscaping of the proposed structure harmonize with the various features of the natural and built environment, the aesthetic character of the other homes in the Montaine at Aldarra community, and any other factors which affect the desirability or suitability of a proposed structure or alteration.

Section 8. Exclusions. Plans and specifications for homes constructed by Declarant or its members individually, shall not be reviewed by the Committee, however, all builders and Lot Owners, including Declarant or its members individually, shall follow the Design Guidelines set forth and referenced to in Section XIII below.

Section 9. Approval Procedures. Within thirty (30) days after the receipt of plans and specifications, the Committee shall approve or disapprove the proposed improvement. 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 no disapproval of such plans and specifications is given within thirty (30) days of submission, the plans and specifications shall be deemed to be approved by the Committee and construction pursuant to the plans and specifications may be commenced. This provision shall not apply to plans and specifications for homes which will be constructed by Declarant.

Section 10. 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 relevant building and zoning requirements. No 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 11. 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 the variation will not (1) place a detrimental 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 Maintenance Areas. Granting such a variation shall not constitute a waiver of the restrictions articulated in this Declaration. Variations shall only be granted in extraordinary circumstances.

Section 12. 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 XIV, Section 4).

ARTICLE XII **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.

Section 2. Property Use Restrictions. No Lot shall be used in a fashion which unreasonably interferes with the Owner's right to use and enjoy their respective Lots or Common Maintenance Areas. The Board, the Committee designated by it, or the Declarant shall determine whether any given use of the Properties and/or Lot unreasonably interferes with those rights and 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 Maintenance 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 detract from the value of the Properties as a residential community. No untidy or unsightly condition shall be maintained on the Properties.

Section 4. Fences, Walls & Shrubs. Fences, walls or shrubs are permitted to delineate the Lot lines of each Lot, subject to the approval of the Committee, unless they would interfere with easements reflected on the face of the Plat and/or other easements elsewhere recorded. Fences, walls or shrubs shall be subject to the Design Guidelines set forth and referenced to in Article XIII.

Section 5. Temporary Structures for Residential Purposes. 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. All such structures shall be removed at the expense of the Owner of the Lot on which the structure is located.

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 of 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

Section 7. Animals No animals, other than dogs, cats, caged birds, tanked fish, and other conventional small household pets, may be kept on any Lot. Dogs shall not be allowed to run at large. Dogs shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside the dwelling. Lot Owners shall be responsible for the removal of their animal's waste wherever it is deposited within the Property. Dog runs and enclosures shall be kept clean and odor free at all times. Those pets which are permitted to roam free, or, in the sole discretion of the Board, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Lot Owners, shall be removed on the Board's request. If the pet owner fails to honor such request, the Board may remove the pet. Pets shall be registered, licensed and inoculated as required by law.

If an investigation of the Board indicates animals are kept in violation of this section, the Board shall give the Owner ten (10) days' written notice of the violation. Such violations must be remedied by the Owner within ten (10) days. Failure to comply with the written notice will result in a fine of \$25 per day, plus late fees. The Association shall be entitled to attorneys' fees for any action taken to collect such fines in accordance with the provisions of Article XIV, Section 4. If an Owner violates provisions of this section regarding pens and enclosures on more than two (2) occasions, the Board may require the Owner to remove such structure.

Section 8. Delegation of Use and Responsibilities. Any Owner may delegate, in accordance with the Bylaws of the Montaine at Aldarra Homeowners' Association, his right of enjoyment of Common Maintenance 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.

Section 9. Trees and Outlooks. No trees, shrubs, or street trees, other than those retained by Declarant when clearing the Properties, shall be allowed to grow to a size which noticeably and unreasonably interferes with a outlook of significance from another residence. In the event an Owner claims a tree(s) and/or shrub(s) unreasonably interferes with the Owner's outlook of significance, the Owner shall notify the Association of such claim. The Board of Directors shall determine whether the outlook is of significance and whether there has been unreasonable interference with the outlook. Should the Board determine that there is an unreasonable interference, it shall notify the Owner of such tree or shrub in writing, specifying the nature of the interference, what should be done to eliminate the interference, and the time in which such action must be taken.

Section 10. Protection of Trees. Owners shall not cut down street trees located within the Properties. Owners shall notify the Board of any dead or diseased tree located on their Lot and the Association shall determine if the tree should be removed.

ARTICLE XIII BUILDING AND LANDSCAPING RESTRICTIONS

Section 1. Plans and Specifications Must be Approved. Any Residence or temporary or permanent structure constructed in the Plat by a builder or Lot Owner other than Declarant, or its members individually, must have their plans and specs reviewed and approved by the Declarant, or Architectural Control Committee, if selected.

Section 2. General Building and Landscaping Restrictions. The following general building and landscaping restrictions shall apply to the Declarant, builders and Lot Owners. Declarant has also established design guidelines which Declarant, builders and Lot Owners are subject to. The Design Guidelines are set forth in that document entitled "Montaine at Aldarra Design Guidelines". The Declarant, or Board of Directors after the Development Period, by majority vote, may change or modify the general building and landscaping restrictions and the design guidelines to suit the needs of the Plat.

- (i) **Landscaping.** Landscaping screening, hedges, and trees shall not be planted on Lots in locations which will adversely impact the safe sight distance at driveways and street intersections, or which unreasonably interfere with outlook corridors of other Lot Owners. Trees shall not be grouped together in such a manner which unreasonably interferes with outlook corridors of other Lots.
- (ii) **Dog Runs and Enclosures.** Proposed dog runs and enclosures must be approved, in writing, prior to their construction by the Committee. All dog runs visible from the street, side, or rear yard of another Lot shall be fenced or screened with material approved by the Committee.
- (iii) **Accessory Structures.** Accessory structures to the Residence may be temporary or permanent and shall include, but not be limited to, spas, garden sheds, play equipment, tool sheds, doll houses, gazebos, sports courts, swimming pools, tents, air conditioning units, satellite dishes, and flag poles. The Committee shall have full authority to determine what constitutes an accessory structure and if it shall be allowed at all.

All proposed accessory structures must be approved, in writing, prior to its installation and/or construction, by the Committee and by the Lot Owners who will be affected by the proposed structure. Accessory structures shall be subject to height restrictions, determined by the Committee. No accessory structures shall be located on the Lot in an area which unreasonably interferes with outlook corridors; the quiet enjoyment of adjoining or affected Lot Owners; or interferes with any retaining and/or keystone wall grids.

- (iv) **Signs.** No signs, billboards, or other advertising structure or device shall be displayed to the public outlook on any Lot, except one sign not to exceed four (4) square feet in area, may be placed on a Lot to offer the Lot for sale or rent. All such signs shall be of a quality equivalent to those used by Declarant. Furnished model homes may have more than one sign for advertising purposes.

Handwritten Redaction

Signs may be used by the Declarant, or an agent of Declarant's, to advertise the Lots during the construction and sale period, however the signs must be located in areas which are not offensive to anyone.

No political yard signs are allowed.

The Committee may cause any sign placed on any Lot or any portion of the Properties they feel are in violation of these restrictions to be removed or destroyed.

- (v) **Sport Courts and Swimming Pools.** Sport courts and swimming pools must be approved by the Committee and any affected Lot Owners. No outdoor lighting shall be allowed unless approved by the Committee. No outdoor activity, including, but not limited to, noise, sports playing, and/or music, shall continue the curfew time established by City Ordinance, if any, otherwise, as dictated by the Association.

- (vi) **Utilities and Satellite Dishes.** The wiring of accessory buildings or lights of any kind shall be underground. No radio or television antennae, transmitters, or other similar devices, shall be constructed or allowed on any Lot. Satellite receiving dishes shall be allowed, subject to the review of Committee, however no such device shall be located on any Lot in a location that is visible from the adjoining homes, streets, and roadways, and shall not be located at the front elevation of the home. This includes, but is not limited to, rooftops. The Committee may grant a variance to these location restrictions due to satellite reception problems. Any satellite device must be properly screened. Any violation of these restrictions may result in the removal of such device, at the sole expense of the Lot Owner causing the violation, if not removed within 48 hours after the notice of removal requirement has been delivered to the Lot Owner causing the violation.

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 XI).

Section 4. Codes. All construction shall conform to the requirements of the State of Washington codes (building, mechanical, electrical, plumbing) and local requirements

required by King County in force at the commencement of the construction, including the latest revisions thereof.

Section 5. 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 6. 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 XIV 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 thirty (30) years from the date these covenants are recorded, after which time the covenants shall be automatically extended for successive periods of ten (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. This Declaration and the Bylaws may be amended during the initial thirty (30) year period if fifty-one percent (51%) 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 fifty-one percent (51%) 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. The Declarant may, unilaterally, during the Development Period, file for record an amendment to this Declaration legally describing the Other Parcels, as defined in Article XIV, Section 8. All amendments must be filed with the office of the King 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. Attorney's 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 sixty (60) days, such fees shall become a lien against the Owner's lot.

Section 5. 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 6. 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 7. 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 twenty-one (21) years after the death of the last surviving incorporator of the Association or twenty-one (21) years after the death of the last survivor of all the incorporators' children and grandchildren who shall be living at the time this instrument is executed, whichever is later.

Section 8. Other Parcels Will be Governed by Declaration. 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 Other Parcels shall be governed by this Declaration. 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 laws and regulations. All easements for ingress, egress, utilities and use of facilities, unless otherwise specifically limited, shall exist in favor of all Owners in the Other Parcels.

During the Development Period, the addition of Other Parcels to the Properties shall occur when the Declarant files for record an amendment to this Declaration legally describing the Other Parcels. 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 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.

Section 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.

Section 10. Limitation of Liability. So long as a Director, Officer, 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 actual 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, omission, error, or negligence of such Person; provided that this provision shall not apply to the extent the liability of such person

for such act, omission, error, or negligence is covered by any insurance actually obtained by the Board.

Section 11. Indemnification. Each Director, Officer, 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 such person may be a party, or in which such person may become involved, by reason of holding or having held such position, or any settlement thereof, whether or not such person holds such position at the time such expenses or liabilities are incurred, except to the extent such expenses and liabilities are covered by insurance actually obtained by the Board and except in such cases wherein such Director 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.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have hereunto set their hand(s) and seal(s) this 28th day of October, 2003.

DECLARANT

ALDARRA DEVELOPMENT LLC, a Washington Limited Liability Company

JOHN F. BUCHAN CONSTRUCTION, INC., a Washington corporation ("Member")

By Den E. Shantz
Its President

CHAFFEY HOMES, INC., a Washington corporation ("Member")

By Beth H
Its CFO

BURNSTEAD CONSTRUCTION COMPANY, a Washington corporation ("Member")

By Mary Jane Shantz
Its President

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 28 day of October, 2003, before me, the undersigned, a notary public in and for the State of Washington, personally appeared Dennis E. Thornton, PRESIDENT of JOHN F BUCHAN CONSTRUCTION, INC, a Washington corporation, Member of Aldarra Development LLC, a Washington Limited Liability Company, 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 he was authorized to execute the said instrument on behalf of said corporation.

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



Carol L. Rozay
NOTARY PUBLIC in and for the State
of Washington, residing at

REMOND
CAROL L. ROZAY

(Print Name)

My Commission Expires: 6-17-06

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this 29 day of OCT., 2003, before me, the undersigned, a notary public in and for the State of Washington, personally appeared Brody Hansen, CFO of CHAFFEY HOMES, INC., a Washington corporation, Member of Aldarra Development LLC, a Washington Limited Liability Company 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 he was authorized to execute the said instrument on behalf of said corporation.

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



Aileen D. Zavales
NOTARY PUBLIC in and for the State
of Washington, residing at

Kirkland

Aileen D. Zavales

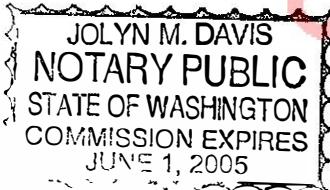
(Print Name)

My Commission Expires: 10-30-04

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 21st day of OCTOBER, 2003, before me, the undersigned, a notary public in and for the State of Washington, personally appeared MARYJANE SKYE, PRESIDENT of BURNSTEAD CONSTRUCTION COMPANY, a Washington corporation, Member of Aldarra Development LLC, a Washington Limited Liability Company, 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 he was authorized to execute the said instrument on behalf of said corporation.

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



Jolyn M. Davis
NOTARY PUBLIC in and for the State
of Washington, residing at

Mill Creek

Jolyn M. Davis
(Print Name)
My Commission Expires. 6-1-05

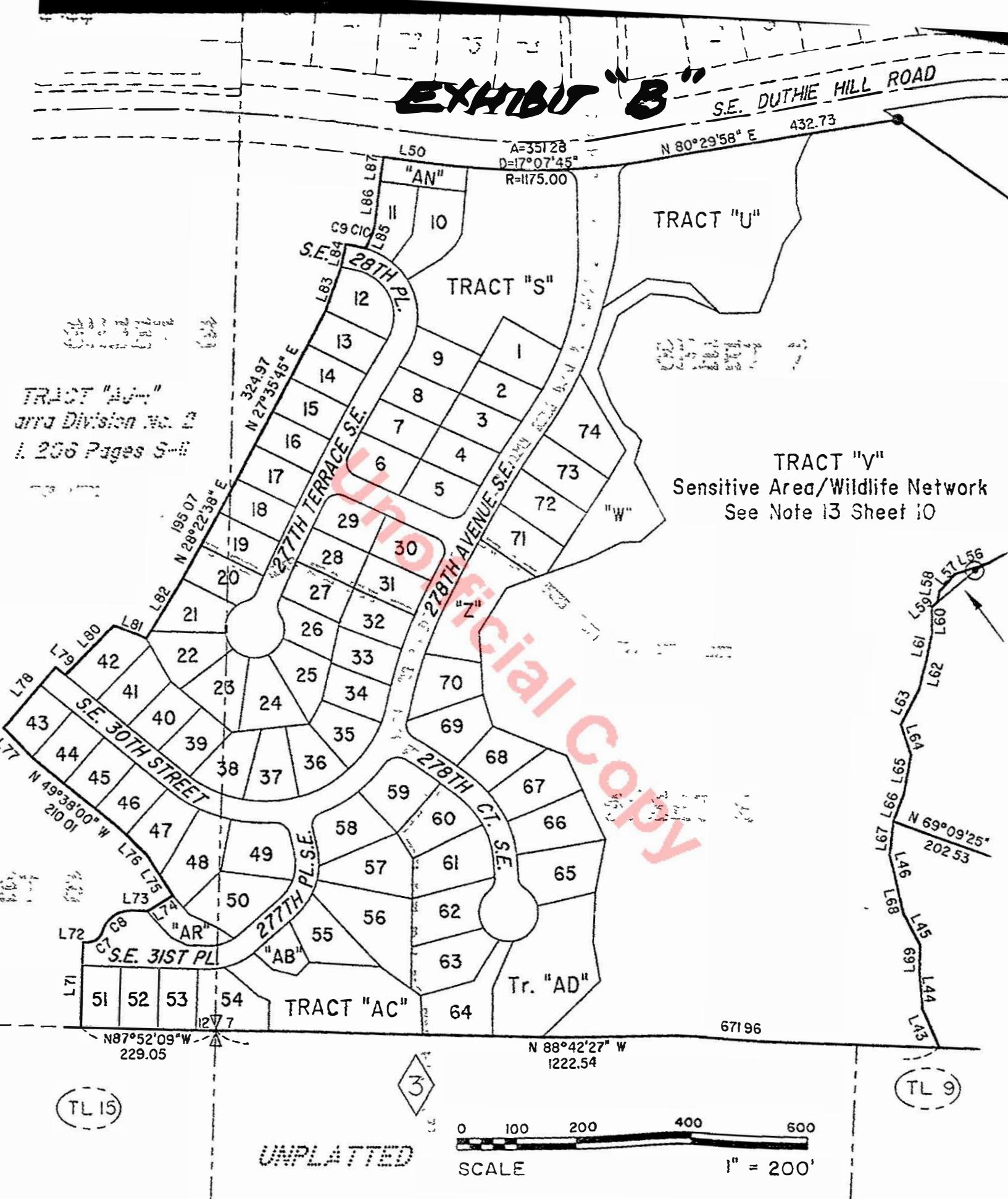
EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTIES

Tracts AE and AM, Aldarra Division No 1, as recorded in Volume 199 of Plats, Pages 72 through 88, inclusive, records of King County Washington; and Tract AJ-2 of Aldarra Division No. 2, as recorded in Volume 206 of Plats, Pages 8 through 11, inclusive, Records of King County, Washington

Tax parcel numbers: 0098010020; 0098001320, 0098001370

Unofficial Copy

EXHIBIT "B"



LINE

LINE	BEARING	DISTANCE
1	N 08°12'35" E	4136

LINE	BEARING	DISTANCE
L51	N 88°20'20" W	1444

LINE	BEARING	DISTANCE
L76	N 44°43'41" W	48.44

LINE	BEARING	DISTANCE
2	N 20°02'07" W	32 42

LINE	BEARING	DISTANCE
L77	N 42°41'16" W	70 59

LINE	BEARING	DISTANCE
L78	N 29°52'36" E	135.40

EXHIBIT "C"

WILDLIFE HABITAT NETWORK MANAGEMENT PLAN

Aldarra Preliminary Plat
King County, Washington

January 3, 2001

RAEDEKE ASSOCIATES, INC.

Report To:

Mr Ralph Gregory
John F Buchan Construction
2821 Northup Way
Bellevue, WA 98004

Title:

Wildlife Habitat Network Management Plan
for the Aldarra Preliminary Plat,
King County, Washington

Project Number

99090-001

Prepared By:

RAEDEKE ASSOCIATES, INC
5711 Northeast 63rd Street
Seattle, Washington 98115
(206) 525-8122

Date:

January 3, 2001



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Project Manager

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Certified Senior Ecologist, ESA

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Kimberly L Clousing, B A
Project Administrator

Lisa Danielski, B A
Administrative Assistant

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1.0 INTRODUCTION

1.1 STATEMENT OF PURPOSE

The purpose of this report is to outline a management plan for the designated Wildlife Habitat Networks on the Aldarra Plat property in King County, Washington. The King County (1994, amended 1998) Comprehensive Plan designates Wildlife Habitat Networks to protect habitat corridors in the context of residential developments. Designated networks are shown along Patterson and Canyon Creeks on the Aldarra Plat property (King County 1994, as amended).

Condition 22 of the January 10, 2000 Modified Decision by the King County Hearing Examiner regarding the Aldarra Plat (King County 2000) specifies that the western boundary of the designated Wildlife Habitat Network (King County 1998) be delineated in the field with fencing by appropriate means. It also specifies that a management plan for the network be prepared, consistent with King County (1999) Zoning Code provisions (KCC 21A.14 270D), for submittal to King County Department of Natural Resources (KCDNR) for review and approval. The plan is to address proposed management of the natural open-space areas including permissible extent of recreation, forestry, or other uses compatible with preserving and enhancing wildlife habitat value of the tracts. This document addresses the lands to be identified as Wildlife Habitat Network and proposes management measures.

1.2 PROJECT LOCATION

The site is located in portions of Sections 5, 6, 7, and 8, Township 24 North, Range 7 East, and a portion of Section 12, Township 24 North, Range 6 East, W M. (Figure 1), and is shown on the Aldarra Preliminary Plat map produced by Hugh G Goldsmith & Associates, Inc., August 1999. The project site is located along the eastern edges of the Sammamish Plateau, with development areas located approximately 0.4 miles west of the intersection of S.E Duthie Hill Road and S E. Redmond-Fall City Road (SR 202; Figures 1 and 2). The site is separated into two distinct parcels by existing site features. Duthie Hill Road runs west to east through the site, separating the northern parcel from the southern parcel (Figure 2).

1.3 RESPONSIBLE PARTIES

John F. Buchan Construction and its designees would be responsible for implementation of the Wildlife Habitat Network Management Plan.

2.0 EXISTING CONDITIONS

2.1 BACKGROUND INFORMATION AND FIELD STUDIES

Raedeke Associates, Inc identified and delineated the wetlands on this site as part of studies conducted from 1991 through 1993 on the former 650-acre Aldarra Farm property (Raedeke Associates, Inc. 1993). Comprehensive site information previously provided to King County as part of the Environmental Documents for the proposed golf course included Raedeke Associates, Inc. (1993, 1994a, 1994b, 1994c, 1995). The wetland delineation was reviewed and approved by the U.S. Army Corps of Engineers in 1994 (see Raedeke Associates, Inc. 1997). Subsequently, we updated our study in 1997 on the Aldarra Preliminary Plat site (Raedeke Associates, Inc. 1997) (see Figure 3) The 1997 study was reviewed and confirmed by King County staff. Subsequent documents for the Aldarra Plat site include preparation of a conceptual wetland mitigation plan (Raedeke Associates, Inc. 2000).

Raedeke Associates, Inc staff conducted systematic inventories of wildlife species use of the site, primarily during 1992 (Raedeke Associates, Inc. 1994b). These included bird surveys, systematic searches for amphibians and reptiles, and monitoring of mammal use via camera sets. See Raedeke Associates, Inc (1994b) for further discussion of these inventories. We also have recorded the presence of any species of wildlife encountered, or signs thereof, on the property during our other field investigations from 1991 to 1993, as well as our 1997, 1998, and 2000 reconnaissance visits.

As part of our previous studies of the Aldarra property (Raedeke Associates, Inc 1993, 1994a, 1997), we requested searches of the Washington Department of Fish and Wildlife (WDFW) database for documented information on the occurrence of endangered, threatened, or sensitive animals, or other Priority Habitats and Species (see WDFW 1999), on the site or vicinity. We also requested information from the Washington Natural Heritage Program (WNHP) of the Washington Department of Natural Resources (WDNR) regarding the occurrence of endangered, threatened, or sensitive plant species (WNHP 1994, 1997) on the site or vicinity (see Raedeke Associates, Inc. 1997).

An 18-hole golf course is under construction by The Members Club at Aldarra on the eastern portion of the former Aldarra Farm property; portions of the golf course site abut the Aldarra Plat property. As part of the permitting for the golf course, a wetland mitigation plan (Raedeke Associates, Inc. 1999) was prepared to provide compensatory mitigation for approximately 4.2 acres of wetland fill. In conjunction with the golf course, elements of the wetland mitigation plan are currently being implemented on the golf course site. Some of the mitigation sites border Patterson Creek within its floodplain and will effectively enhance the viable width of the Wildlife Habitat Network designated along

Patterson Creek.

On February 10, 2000, Raedeke Associates, Inc. staff visited the Aldarra Residential property to review current site conditions related to the maintenance and management of wildlife habitat network and to record additional observations of wildlife use of the site

2.2 SITE DESCRIPTIONS

2.2.1 Habitat Conditions

The Aldarra Preliminary Plat site consists of rolling topography that generally slopes to the northeast on the eastern edge of the East Lake Sammamish Plateau and bordering hillslopes. The site consists of a mosaic of existing pasture and second-growth forest on portions of the Aldarra Farm property (Raedeke Associates, Inc. 1993, 1994a, 1994b, 1997). Fallow wet pastures and semi-natural second-growth forest remain on most of the proposed habitat network land. Plant communities include upland pasture, wet pasture (PEM), palustrine forest/shrub, and mixed upland/riparian forest. Raedeke Associates, Inc (1993, 1994a, 1994b, 1994c, 1995 and 1997) provides maps of the historic wetlands and plant communities. Raedeke Associates Inc. (1999) outlines the *Final Wetland and Stream Mitigation Plan* that is currently being implemented as part of construction of the Aldarra Farm Golf Course.

Upland areas on the site consisted mainly of a mosaic of mowed, unmowed, and grazed pasture grasslands, and coniferous, deciduous, or mixed second-growth forest. Pastures generally consisted of a variety of grasses, along with other herbaceous species, such as clovers, thistle, dandelions, plantain, buttercup, and others (see Table 2 for scientific and common names of plant species). Based on July and September 1997, July and August 1998, and February 2000 site observations, site conditions in the pastures had not changed substantially since our earlier investigations. The primary exception is along Patterson Creek and the lower portions of Canyon Creek, where grading and preliminary site preparation work associated with golf course construction and implementation of selected wetland mitigation sites has occurred over the last year. Pastures in portions of the Patterson Creek floodplain that were previously cut for hay during the summer each year have been left fallow. Similarly, pastures on the upper plateaus of the Aldarra Plat site have been left fallow.

The forested portions of the Preliminary Plat site remained essentially unchanged since our previous investigations. Red alder, big-leaf maple, western red cedar, Douglas fir and western hemlock dominated the overstory of forest habitats on site. Vine maple, red elderberry, salal, salmonberry, Pacific blackberry, and sword-fern were common in the understory. Narrow bands of Himalayan blackberry commonly border portions of the

upper edges of the forested portions of the site where the forests meet the pastures (e.g., along the western edge of the Canyon Creek ravine). Detailed descriptions of existing plant communities and habitat conditions, as well as wildlife use on the site, in the context of the entire Aldarra property, are found in an earlier report (Raedeke Associates, Inc. 1994b).

During the course of our earlier studies, we identified, delineated, and described 10 wetlands on the Aldarra Plat site ranging from 0.02 acres (Wetland 33A) to well over 20 acres in size (Figure 3, Table 1) (see Raedeke Associates, Inc. 1997, 2000). Existing wetlands on the site are primarily palustrine emergent and forested systems that have been affected by past land clearing and grazing activities on the property. They all meet the King County (1999) criteria for Class 2 and 3 wetlands.

Recent field investigations have confirmed that the upper Canyon Creek ravine is high quality natural open space, and that there are substantial natural open spaces owned by King County Parks and the Seattle School District to the south of the property. The wildlife habitat adjacent to lower Canyon Creek to its confluence with Patterson Creek and the habitat adjacent to Patterson Creek is in relatively poor condition, it has been pastureland over much of the last century, the streams have been ditched, and little natural vegetation remains along the riparian corridor.

On-going construction and planting of the wetland and stream mitigation areas on the Aldarra Farm Golf Course will substantially expand and enhance the wetlands and uplands adjacent to Patterson Creek and lower Canyon Creek. As noted above, Patterson and Canyon Creeks and their adjoining habitats are designated on King County land use maps (Figure 4) as part of a Wildlife Habitat Network. Some of the mitigation activities will actually occur on portions of the Aldarra Residential Preliminary Plat property that border that area of the golf course site. Both habitat quality and quantity will be increased adjacent to the west side of Patterson Creek, and on both sides of lower Canyon Creek, as a result of ongoing mitigation activities related to Aldarra Farm Golf Course (see Raedeke Associates, Inc. 1999). Based on the final mitigation plans, the native plantings being implemented along the southwest side of Patterson Creek on either side of Duthie Hill Road will widen the effective wildlife habitat corridor between SR 202 and the golf course features to at least 150 feet, with most areas in excess of 200 feet wide (Raedeke Associates, Inc. 1999), compared with its previous condition.

2.2.2 Wildlife Occurrence

Wildlife species (or their sign) directly observed or detected during previous studies and reconnaissance visits to date on the Aldarra property included about 55 species of birds, 13 species of mammals (aside from livestock), and six species of amphibians and reptiles. Most of these have been observed or would be expected to occur within the Preliminary

Plat site as well. Additional species were reported from studies of adjacent properties, as well as by local residents. A variety of other species of birds, as well as mammals, reptiles, and amphibians, may be expected to use the site and vicinity.

In response to our inquiries (see Raedeke Associates, Inc 1997), the WDFW had no documentation of any endangered, threatened, or sensitive animal species, or other priority species on the Preliminary Plat site or in the immediate vicinity, other than the fish resources and habitat of Canyon Creek and its forested ravine. Similarly, the WDNR had no documentation of any endangered, threatened, or sensitive plant species on the site or immediate vicinity (see Raedeke Associates, Inc 1997).

To date, we are aware of no documented habitat or breeding sites on the property for state or federal endangered, threatened, sensitive, plant or animal species (WDFW 1997, WDNR 1997). Although several Priority Species (pileated woodpecker, great blue heron, osprey, black-tailed deer) are known to occur on site, the Priority Habitats and Species (PHS) database maintained by the WDFW (1997) includes no documented breeding sites or regular concentrations for the site or vicinity. No breeding sites or regular concentrations have been documented during site-specific studies (see Raedeke Associates, Inc. 1997 for further discussion). The nearest bald eagle nest, for example, is about two miles east of the site along the Snoqualmie River. Although it has been sighted on the site or vicinity on occasion in the past, no nests are known for the property, nor would any be expected, because of a general lack of suitable nesting sites on the property (i.e., large snags, or old-growth trees with broken tops, near a large body of water).

3.0 PROPOSED DEVELOPMENT AND CORRIDOR MANAGEMENT

3.1 PROJECT DESCRIPTION

The proposal involves construction of a residential development consisting of single-family housing and associated roads and facilities. Access to the proposed subdivision "Sectors" would be provided from two places along Duthie Hill Road, as shown on Preliminary Plat maps prepared by Hugh G. Goldsmith & Associates, Inc. Approximately 272 lots would be developed on about 112 acres of the Preliminary Plat site. Residential development would be clustered on two Sectors in the upper, western portions of the site. These Sectors will be referred to collectively herein as "residential development zones." Sector 1 residential zone is located south of Duthie Hill Road and west of the Canyon Creek ravine and includes 147 lots. The Sector 2 residential zone is located in the western portion of the north parcel, north of Duthie Hill road, and includes 125 residential lots.

Stormwater from a portion of the south end of the plat (Sector 1) would be collected and routed through a combination detention/water quality pond and discharged ultimately to Canyon Creek. Specifically, runoff from the southeasterly subbasin would be routed from a detention/water quality pond through a 24-inch pipe to Canyon Creek. The stormwater discharge pipe and outfall structure would thus encroach in the Sensitive Areas/Wildlife Habitat Network. The pipe would be routed along an existing dirt roadbed that extends down through the forested slopes to Canyon Creek and buried within the existing road fill.

Under the proposed preliminary plat, the remaining 174 acres of the site include the forested Canyon Creek ravine, small wetlands and their buffers on the terrace that constitutes the western portion of the plat, and extensive Patterson Creek wetlands (PC-10 and PC-11). The Patterson Creek wetlands are downslope of the residential areas. The Aldarra Farm Golf Course is located between the residential lots on the terrace and the Patterson Creek wetlands. As part of the mitigation requirements for the Aldarra Farm Golf Course, substantial wetland and buffer creation, restoration, and enhancement is being implemented on and adjacent to the Patterson Creek Wetlands (Raedeke Associates, Inc. 1999). Some of this activity will take place on portions of the Aldarra Plat site that border the golf course site along Patterson Creek. Both Canyon Creek and Patterson Creek are included within King County's Wildlife Habitat Network (King County 1994, as amended) (see Figure 4), and the sensitive area tracts on site, which encompass the streams, associated wetlands, steep slopes and their buffers, form the on-site portions of the designated habitat network areas (Figure 5). As noted above, implementation of the mitigation plantings along Patterson Creek will enhance the narrowest on-site portions of the habitat network by adding native woody cover along the southwest side of the creek. As a result, the minimum width of the native habitat in this area will be increased to at least 150 feet.

3.2 GENERAL HABITAT IMPACTS

The proposed development would remove essentially all of the pasture habitat within the residential development zones on site. The project site would be converted to residential housing, with impervious surfaces and landscaping that includes ornamental species. As a result, some wildlife species that occupy primarily the pastures and the scattered trees within it may be eliminated from the Preliminary Plat site. Some mixed forest habitat on site, particularly within the Sector 2 development zone, would also be eliminated.

However, the wet pastures within Patterson Creek 10 and 11 at the east end of the Plat site would be retained as open space. In addition, large areas of existing native forest habitat would be retained under the proposed plan within the forested Canyon Creek ravine, the forested buffer areas adjoining Wetland 5, and forested slopes between the intermediate terrace and the Patterson Creek floodplain (Figure 5). Thus, the proposed development would retain most of the available habitat on the Preliminary Plat site for a wide variety of forest-dwelling wildlife species.

The proposed drainage outfall to Canyon Creek is the only proposed encroachment into the designated Wildlife Habitat Network areas on the Aldarra Plat site. The pipe and outfall structure would be buried in the existing road bed for a length of 300 feet from the edge of the habitat network tract to Canyon Creek. We understand the pipe and outfall would be entirely contained within the existing road bed. Assuming a maximum width of disturbance of 20 feet, the area disturbed to install the drainage pipe could total up to about 6,000 square feet. This would result in some disturbance to the vegetation growing on the old road bed. The old road surface is overgrown primarily with young red alders, patches of salmonberry, Himalayan blackberry, and red elderberry, with low cover of Pacific blackberry, and a variety of herbs such as creeping buttercup, ferns, and grasses.

3.3 PROTECTION OF THE HABITAT NETWORK AND SENSITIVE AREAS

The designated wildlife habitat network near Aldarra Plat site is shown in Figure 4. Figure 5 shows the natural open space to be retained adjacent to upper Canyon Creek, Patterson Creek, and wetland, buffer, and steep slope areas within the Plat site. These areas encompass and are contiguous with the designated habitat network. Combined, these areas form an extensive area of natural open space. As shown on the Plat site plan (Figure 5), the wetlands, streams, steep slopes, and buffers that comprise these areas will be retained as separate tracts of natural open space and held in common ownership consistent with the conditions of approval for the Aldarra Preliminary Plat and consistent with King County regulations.

Off-site, downstream Patterson Creek passes through moderate quality riparian habitat

Upstream of the plat, Patterson Creek passes into an area of high quality wildlife habitat and then mixed, developed rural and natural wetlands. Off-site upstream of the plat, Canyon Creek flows through undeveloped sections of land belonging to the Seattle School District and a contiguous section of undeveloped King County Parks land.

Other than the stormwater drainage outfall pipe and structure to be located on an existing old roadbed in the Canyon Creek ravine, no developments are planned either within the Canyon Creek riparian corridor or on adjacent steep slopes. North of Duthie Hill Road, the forested wetlands between hillside terraces will be retained in their existing conditions. The proposed plat identifies steep slope and wetland setbacks of prescribed distances adjacent to the Canyon Creek Ravine and retained wetlands. Mitigation wetlands and restored wetlands and upland buffers are in the process of construction along the perimeter of the Preliminary Plat site adjacent to lower Canyon Creek and Patterson Creek as part of the mitigation for the Aldarra Farm Golf Course. As described by Raedeke Associates, Inc (1999), substantial creation, restoration, and enhancement adjacent to Patterson Creek and lower Canyon Creek is in the process of being implemented. Proposed measures include buffers and screening of the riparian corridor and wetlands. Once implemented, these areas will be retained as "natural" open space.

In addition, along the eastern edges of the residential development zones, fences and signage will be installed between proposed buffers and residential developments. The fencing would be four-foot split rail as indicated in Condition 22 of the Hearing Examiner's report (King County 1999) or other design acceptable to King County. Where it exists, pasture grassland will be retained between the fence and steep slopes, wetlands, and riparian corridor. Standard King County signs will be located along this portion of the wildlife habitat network bordering the residential development at an interval of one sign every 250 feet. Homeowners will also be provided with brochures describing the wildlife habitat network, the role it plays in maintaining habitat and wildlife diversity, and the role adjacent homeowners play in maintaining healthy habitat and wildlife populations.

No new trails would be allowed through the designated habitat network. Within the upper Canyon Creek corridor there are several abandoned access roads. One of these would be used for the proposed stormwater drainage outfall near the south boundary of the plat property. This old road would be used to provide access to the drainage pipe for maintenance, but no recreational trail is proposed.

3.4 ONGOING MANAGEMENT

Additional measures for ongoing protection of the habitat network would be provided through restrictive covenants on the Plat. The following measures are recommended:

- Tree harvesting and plant removal within the sensitive area/habitat network tracts would be prohibited, except to protect public health and safety.
- Yard waste disposal into the open space tracts would be prohibited
- Information signs and fencing may not be removed and must be maintained at the expense of the homeowners association
- Fencing and signage shall be inspected annually. Missing and damaged items shall be replaced as necessary.
- Topping or removal of hazardous trees may only occur upon recommendation of a certified arborist and the approval of King County. All stumps, snags, and downed limbs within the habitat network/sensitive areas tracts are to be left in place to enhance habitat.
- Any areas requiring re-vegetation should be planted with native plant species, and the re-vegetation plans should be approved in advance by King County Department of Natural Resources.

4.0 PROPOSED HABITAT NETWORK MITIGATION

To compensate for the proposed encroachment into the Canyon Creek habitat network, we propose plantings in selected areas to create additional native forest habitat along the west side of the habitat corridor. The plantings are intended to enhance the functioning of the wildlife habitat network bordering Canyon Creek by increasing the width of native forest cover at narrow points along its length adjacent to the proposed development.

4.1 PROPOSED HABITAT NETWORK ENHANCEMENTS

The proposed planting areas would be located along the west edge of the existing forested corridor that encompasses Canyon Creek in areas that are currently fallow pasture. Specifically, the plantings are proposed in two locations, one near the proposed stormwater drainage pipe, and the other farther north (Figure 6). Both of these areas correspond to narrow points in the forested habitat between Canyon Creek and the proposed plat development areas. The proposed plantings would widen the forested habitat by up to about 60 feet.

As noted above, the area of potential disturbance totals up to approximately 6,000 square feet. Consequently, the proposed planting areas total about 6,500 square feet, in order to provide a greater than one-to-one compensation for potential disturbance within the habitat network. The plantings would be designed to develop into forest stands primarily of native conifer species, with a variety of native shrubs to enhance the diversity of cover (Table 3). The trees would consist primarily of Douglas fir and western red cedar, with a lesser number of deciduous trees such as bigleaf maple and black cottonwood. The conifers would outnumber the deciduous trees at a ratio of about 3:1, with twice as many Douglas fir as cedar (Table 3). Native shrubs would include a variety of those currently found on the site, as well as those that should be well-suited to the edges of the network on an east-facing slope, such as vine maple, hazelnut, ocean-spray, thimbleberry, salmonberry, and others (Table 3). Aside from the pasture grasses currently found at the planting locations, sword-fern would be planted to provide low, herbaceous cover suitable for forest habitat that will develop.

4.2 IMPLEMENTATION

Upon approval of this plan, a detailed final planting plan with construction notes and details would be prepared prior to initiation of the site preparation work. Prior to site preparation work, the limits of the enhancement areas would be clearly marked (staked) in the field by appropriate means with the assistance of the project biologist or landscape architect. Sediment control features should be installed, where appropriate, prior to the

initiation of enhancement plantmgs. Some of the mitigation sites may require clearing of existmg (e g., weedy or invasive) vegetation, prior to plantmg. The project biologist and/or landscape architect will inspect these sites with the landscape contractor to determine appropriate amendments, if any.

Portions of the planting areas that currently consist of thickets of Himalayan or evergreen blackberry should be cleared of these invasive species prior to plantmg by appropriate means as directed by the landscape architect or project biologist (e g , may require repeated mowmg). Any such cleared and grubbed areas should be seeded with an appropriate herbaceous seed mix in order to rapidly establish communities and prevent soil erosion. Appropriate seed mixes for specific areas would be determined based on soil moisture conditions and proposed forested shrub plantmgs in the vicinity Otherwise, the majority of the proposed planting areas, which consist of a mixture of pasture grasses, need not be cleared or grubbed prior to planting A small area encompassing the driplme of each plant should be cleared of existing vegetation and mulched to minimize competition with existing vegetation until each new plant is established

Planting of the mitigation areas would occur in the late fall and early spring to take advantage of the seasonal rainfall and cooler temperatures to maximize establishment and survival of the planted stock. Early spring planting allows the use of bareroot material, which can reduce the cost of plantmg materials, particularly shrubs and trees Installation of the plantings would be supervised by the project biologist and landscape architect. Locations for the plantmgs would be staked in the field, and the quality and quantity of the plants would be verified by the project biologist or landscape architect.

5.0 MAINTENANCE AND MONITORING

5.1 MAINTENANCE

5.1.1 Short-term Maintenance

Prior to construction, the applicant will install brightly colored construction and silt fences between areas of proposed development and wetland/steep slope buffers adjacent to the wildlife network, as well as along the perimeter of the areas designated for enhancement plantings. Following land grading and installation of utilities within the development area, the applicant will install the perimeter fence and signage for the wildlife habitat network. The applicant will provide a brochure to homeowners addressing the Wildlife Habitat Network. This may come from materials available from King County or be designed for the project site specifically.

5.1.2 Long-Term Maintenance

Overall Wildlife Habitat Network

Long-term maintenance of the open space tracts containing sensitive areas and the Wildlife Habitat Network will be the responsibility of the homeowners association or other entity assigned to manage these areas. This entity has the responsibility to maintain both upland and wetland areas as natural open space. Following the establishment and development of the residential areas, natural open spaces are not to be entered for maintenance or active management activities without first consulting with King County Department of Natural Resources or project biologist or landscape architect (i.e., as part of maintenance or monitoring activities associated with the wetland mitigation plan (Raedeke Associates, Inc 2000) or the habitat network enhancements addressed herein). Otherwise, the majority of the areas are intended to be self-sustaining and require little long-term maintenance.

Habitat Network Enhancements

The enhancement plantings also are designed to be self-sustaining. To ensure the success of the plantings, some maintenance activities during the first few years following installation would help ensure plant establishment and survival. These may include control of undesirable or invasive species, temporary irrigation, and replacement of dead or dying plants, as necessary.

A multi-year maintenance program should be established by the Contractor to include weeding, supplemental watering, and other measures necessary to maintain planted areas in a healthy condition. This program should be coordinated with the long-term monitoring outlined in the sections below.

The time frame most effective for control of invasive species is during the first few years. During the first three years, while desired species are becoming established, it is important to eliminate or limit the development of invasive plant species. This maintenance activity also is most easily performed when the populations of invasive species are low. Weeding should be performed once per month between March 15 and October 15, and should target blackberry thickets and cleared areas maintained around the dripline of each woody plant. Removal of exotic species from the mitigation areas should include blackberries, Scot's Broom, reed canarygrass, and others as determined by the project biologist.

Supplemental water for all shrub plantings should be provided during the drier summer months (approximately June 1 through October 30) as necessary to ensure survival of plant material for the first year after installation. The method of watering, either by a temporary irrigation system or by hand watering, would be determined by the landscape contractor, based on available nearby sources, subject to approval by the project biologist or landscape architect. All watering should soak entire root zone without causing soil erosion. Any erosion should be rectified immediately. The minimum watering requirements during this period should be approximately 1 inch of water per week, or 1-3 gallons per week for each small shrub and 3-5 gallons per week for each tree and large shrub. These minimum requirements are guidelines that may vary depending on plant location, exposure, soil condition, and presence of existing vegetation. It is the landscape contractor's responsibility to provide adequate supplemental water to guarantee plant survival and growth in the planted areas during first year after planting, as required in the performance standards outlined below.

No spraying of herbicides or other chemicals, or application of fertilizer (other than those noted on the plan), should occur within the mitigation area. No pruning should occur unless authorized by the project biologist or landscape architect. The maintenance period should commence following provisional acceptance of planting by the project biologist.

5.2 MONITORING

5.2.1 Overall Habitat Network

With regard to the habitat network, the fencing and signage should be inspected at least annually and any repairs or replacements made as necessary. In addition, the retained upland pasture areas bordering forest stands within the open space tracts should be inspected annually to assess whether blackberries are invading. Recommendations for measures to maintain pasture habitat and prevent or limit blackberry invasion would be determined based on results of the inspections. These annual inspections may be done concurrently with the five-year, long-term monitoring programs for the wetland mitigation

plan (Raedeke Associates, Inc 2000) and for the habitat network enhancements (outlined below) on the Plat site. Thereafter, the inspections should be as part of ongoing landscape maintenance by the homeowners' association, as appropriate.

5.2.2 Habitat Network Enhancements

Because of the variable success of mitigation and enhancement projects in the Pacific Northwest, this plan includes a systematic monitoring program of the enhanced habitat network areas to assess the success of the effort. The results of the monitoring would then be used to develop any needed modifications and/or alterations to the site in subsequent years.

The purpose of the monitoring program of this project is to. 1) document physical and biological development or maintenance of the desired plant communities, and 2) ensure that the mitigation goals and objectives have been met

The monitoring process would consist of three distinct phases (1) construction monitoring, (2) compliance monitoring ("time-zero" following construction), and (3) long-term monitoring, conducted over a five-year period after completion of the plantings. The wetland mitigation plan for the Aldarra Plat (Raedeke Associates, Inc 2000) also specifies a five-year monitoring plan for that mitigation site upon its implementation. Consequently, the monitoring program for the habitat network enhancements should be conducted in conjunction with the monitoring for the wetland mitigation

Construction Monitoring

Successful implementation of the enhancement plantings will depend to a great degree on coordination and communication between the parties involved before and during the construction phase. Key players may include the property owner, regulatory officials, the landscape contractor, the equipment operator, the civil engineer, the project biologist, and the landscape architect. Therefore, we recommend a pre-construction meeting between the above-mentioned personnel. The purpose of the meeting would be to agree upon the construction sequence, to establish a pathway of communication during construction, and to address and resolve any questions prior to the commencement of construction activity.

The landscape architect or project biologist should be present on-site during the various stages of implementation. On-site observation would provide: (1) inspection and approval of all plant materials and final placement prior to planting, (2) assistance in determining the correct type and application rate of fertilizer and/or soil amendments (if needed), (3) allowance for proper on-site adjustments of planting plans, as needed, in response to actual field conditions, (4) assurance that construction activities are conducted per the approved plan, and (5) resolution of problems that arise during implementation, thus lessening problems that might occur later during the long-term monitoring phase

Compliance Monitoring

The compliance monitoring should consist of an evaluation of the enhancement plantings immediately after construction is completed and all design features are installed. The objective should be to verify that all features as agreed to in the mitigation plan have been correctly and fully implemented and that any changes made in the field are consistent with the intent of the plan design. This would involve a site visit with the project biologist, landscape architect, and other regulatory and project personnel, as appropriate, to address any observed problems.

The compliance monitoring phase would be concluded with the preparation of a brief report from the project biologist or landscape architect to King County reporting that all mitigation design features have been correctly, fully and successfully incorporated, or if necessary, a discussion of any substantive changes made, and reasons for those changes. In addition, a revised set of "as-built" plans is to be provided to King County within six weeks after the compliance visit. These are to indicate the location of plants and other structures as modified from the original design during construction activities.

The planting plans, with the compliance document, would document "as-built" conditions at the time of construction compliance. A quantitative assessment of the plants established in the habitat network plantings would be recorded in representative sample plots for baseline data. This information would be used to document "time-zero" conditions from which the long-term monitoring period would begin.

Long-Term Monitoring

Long-term monitoring would be conducted for five growing seasons, as typically required by King County. Monitoring would evaluate the establishment and maintenance of the plant communities in the enhancement areas to determine if plan goals and objectives have been met.

Monitoring would be conducted annually for five years after implementation is completed. After planting of the different areas is completed, fixed sampling stations would be established within areas representative of the plant communities being sampled. The same points would be monitored each year. These points may be located randomly or along specific transects, depending upon site conditions.

At each point, fixed-point photos would be taken during each monitoring visit to provide physical documentation of the condition of the enhanced areas. Photographs would be taken from locations established during the first-year monitoring site visit and thereafter each year of the monitoring period from those same points.

At each sample station, plant species would be identified and an estimate of cover and abundance made, based on the Braun-Blanquet methods (Mueller-Dombois and Ellenberg 1974). Plant identifications would be made according to standard taxonomic procedures as described in Hitchcock and Cronquist (1976), as updated by Pojar and MacKinnon (1994) and Cooke (1997). The plantings would be examined to document the survival rate of species planted, signs of stress, damage, or disease as well as signs of vigor, and rates of colonization by other plants (i.e., in bare soil areas). Special attention would be paid to species considered to be invasive (e.g., Himalayan and evergreen blackberries, Scot's broom). Vegetation descriptors measured at each sampling station include: percent cover and species composition by stratum, height and survival of each species, and vegetative structural attributes.

All wildlife observed during the monitoring would be recorded, with notes made regarding habitat use patterns and activities. Any evidence of breeding or nesting activities would be noted.

Monitoring and Reporting Schedule

Monitoring of the habitat network enhancement plantings would occur once during the growing season after the season's growth is virtually complete (recommended during August or September). Monitoring reports would be submitted to King County on or before the end of October of each monitoring year. The reports would document conditions within the enhanced areas and make recommendations for correcting any problems encountered, as appropriate

5.3 EVALUATION CRITERIA AND PERFORMANCE STANDARDS

Evaluation criteria for success of the mitigation plan will not be 100 percent survival of individual plant materials, but rather the establishment of desired plant communities within five growing seasons. General evaluation criteria include the following:

Year 1: Evidence that the desired plant community is developing and species are surviving within the planted areas. Evidence of colonization of the areas planted in herbaceous species. Plant coverage of all areas should be sufficient to control erosion

Years 2 through 4: Evidence that the desired plant community continues to develop. Evidence of reproduction or new sprouting by the plantings, expansion of the plant communities, and continued expansion of the coverage of plants colonizing the areas not planted. Coverage of the unplanted areas should be such that erosion is not problematic

Year 5: Evidence that the desired plant community has developed in accordance with the plans

Specific evaluation criteria to be used in the long-term monitoring are as follows:

- 100 percent survival of all planted shrubs and trees in the habitat enhancement areas for one year after planting and at least 85 percent survival after five years
- Coverage by shrub and tree species in planted areas.
 - at least 20 percent after one year;
 - at least 30 percent after three years; and
 - at least 50 percent after five years.
- Total coverage (trees, shrubs, herbs) in planted buffer areas at least 60 percent after three years.
- At the end of the first growing season after installation (Year 1), herbaceous cover in the planted areas should be sufficient to minimize erosion and discourage establishment of undesirable plant species
- Allow establishment of not more than 10 percent cover of non-native, invasive plant species within the planted areas after five years
- Establishment of three plant strata (trees, shrubs, and herbs) after five years

Evaluation of the success of the enhancement plantings would be based on the expected cover percentages and an 85% survival rate by the fifth year. Monitoring of tree and shrub plantings in the first year would be to determine the survival of individual plants. Dead and defective plants would be replaced, per the terms of the full one-year guarantee, by the landscape contractor. In subsequent years, the monitoring would evaluate the development of cover and vegetative structure provided by shrubs, trees, and herbs.

6.0 CONTINGENCY PLAN AND BONDING

6.1 CONTINGENCY PLAN

Contingency plans are needed if monitoring shows that objectives and performance standards have not been met. It should be noted, however, it is not possible to develop a detailed contingency plan until the specific problems that need to be addressed are known. It would be unproductive to try to anticipate all possible problems and their solutions at this time.

Common problems, both human and natural, that might arise can be identified and general recommendations for remedy proposed. For example, after the second year, plant communities within the enhanced areas may not be established at acceptable levels. It may be necessary to replant with new or different stock, provide additional watering or irrigation during critical seasons, or augment the soil. Table 4 lists common components important to enhancement, factors that might adversely affect native plantmg areas, and types of contingencies to ensure the success of the project.

The contingency plan may require extension of the monitoring phase of the project, especially if major changes in the plan are required. Recommendations for identified problems should be made by the project biologist or landscape architect in consultation with the project managers and civil engineers.

6.2 BONDING

Bond provisions to ensure that mitigation is completed as designed and that restoration or rehabilitation is performed if any portion of the project fails within five years of implementation are required by King County Code. These would be prepared upon final review of permits from King County, based on final mitigation plans, which as noted above would include detailed plantmg plans and construction notes.

7.0 LIMITATIONS

We have prepared this report for the exclusive use of John F Buchan Construction and their consultants. No other person or agency may rely upon the information, analysis, or conclusions contained herein without permission from them.

The determination of ecological system classifications, functions, values, and boundaries is an inexact science, and different individuals and agencies may reach different conclusions. We cannot guarantee the outcome of such agency determinations. Therefore, the conclusions of this report should be reviewed by the appropriate regulatory agencies before any detailed site planning or construction activities.

We warrant that the work performed conforms to standards generally accepted in our field, and was prepared substantially in accordance with then-current technical guidelines and criteria. The conclusions of this report represent the results of our analysis of the information provided by the project proponents and their consultants, together with information gathered in the course of this study. No other warranty, expressed or implied, is made.

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FIGURES AND TABLES

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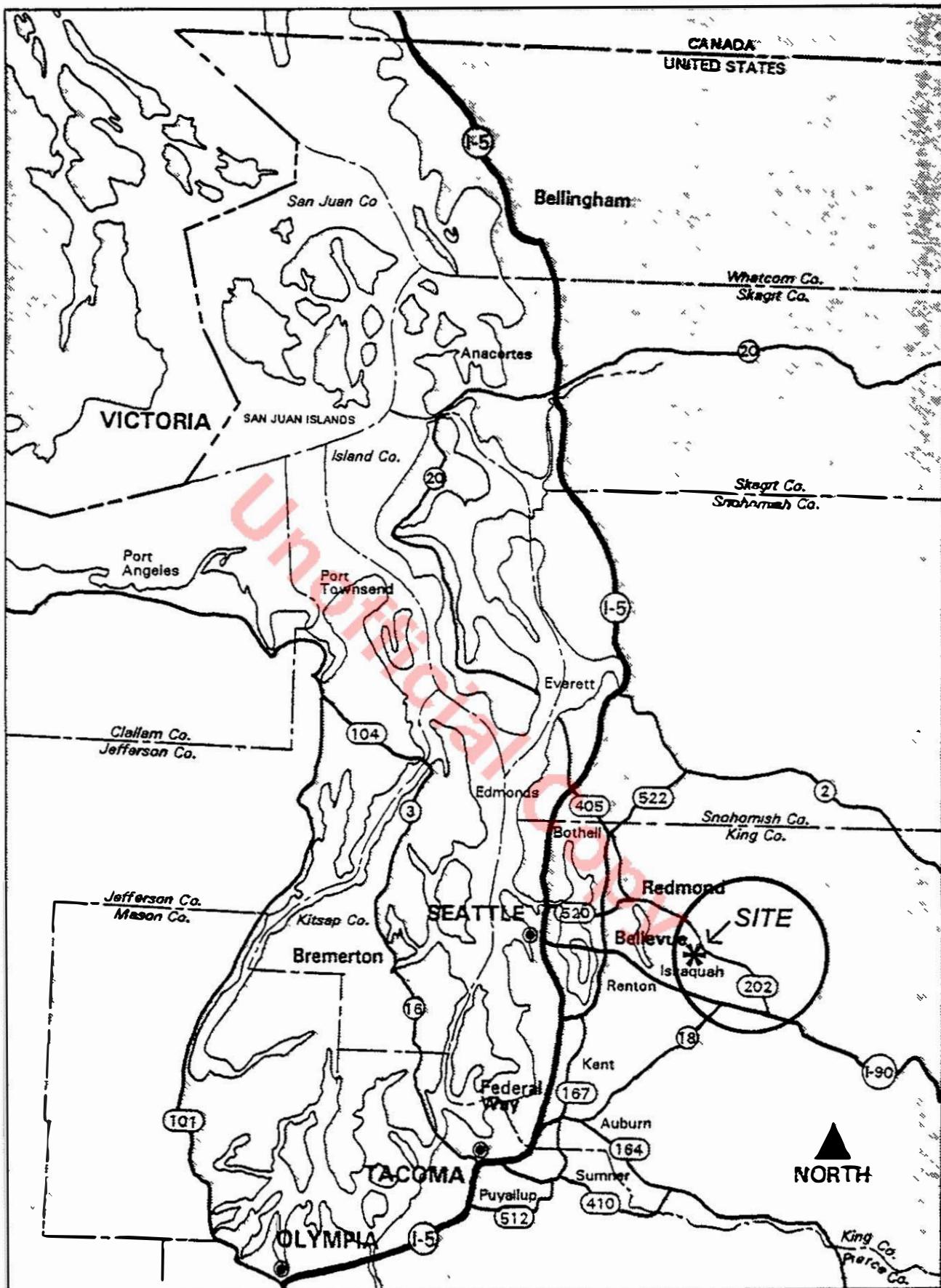


Figure 1. Regional map showing general location of the project.

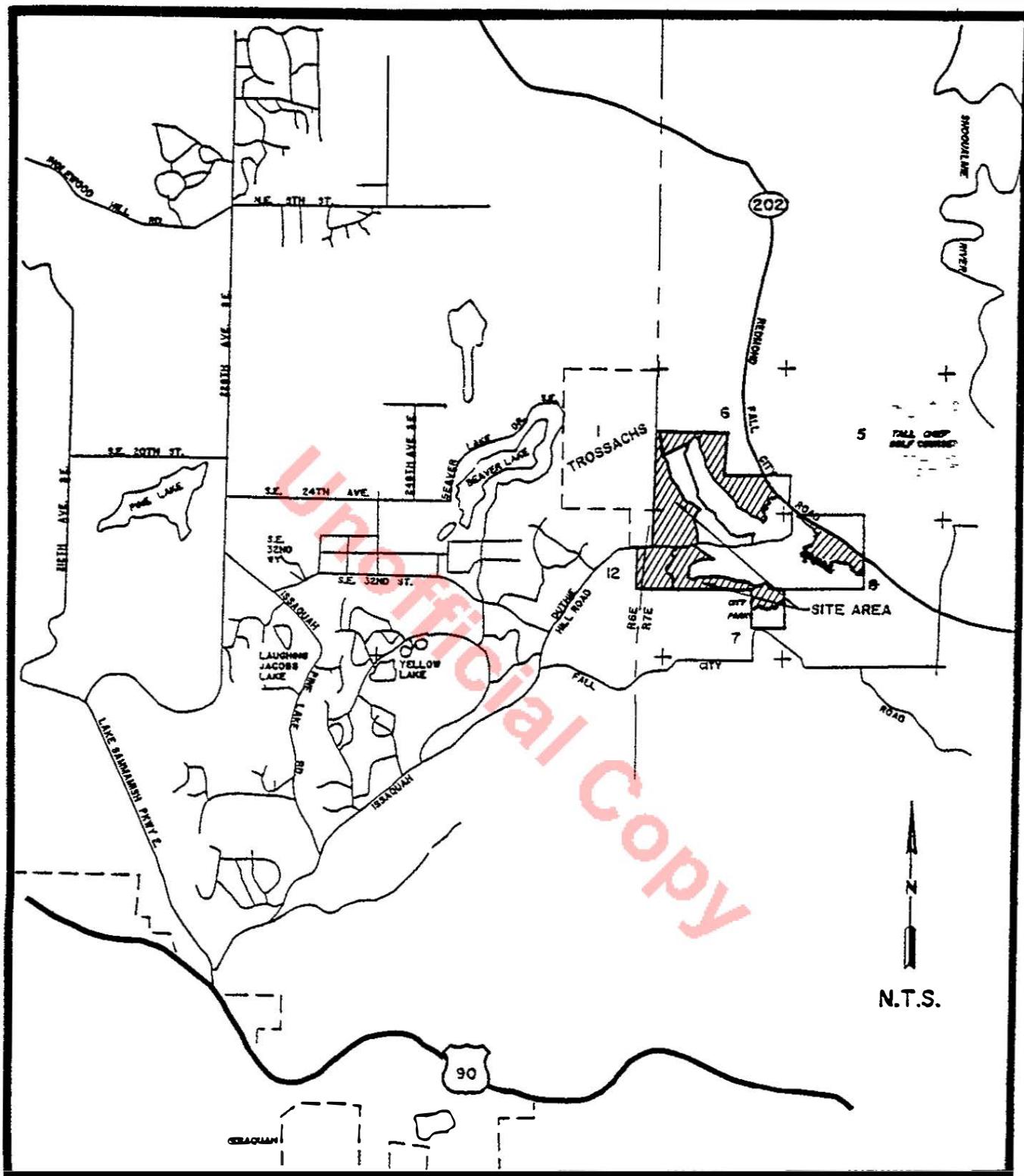


Figure 2. Vicinity map for the project site (Hugh G. Goldsmith & Associates, Inc.).

FIGURE 3
JOHN F BUCHAN CONSTRUCTION
ALDARRA PLAT
WETLAND INVENTORY MAP

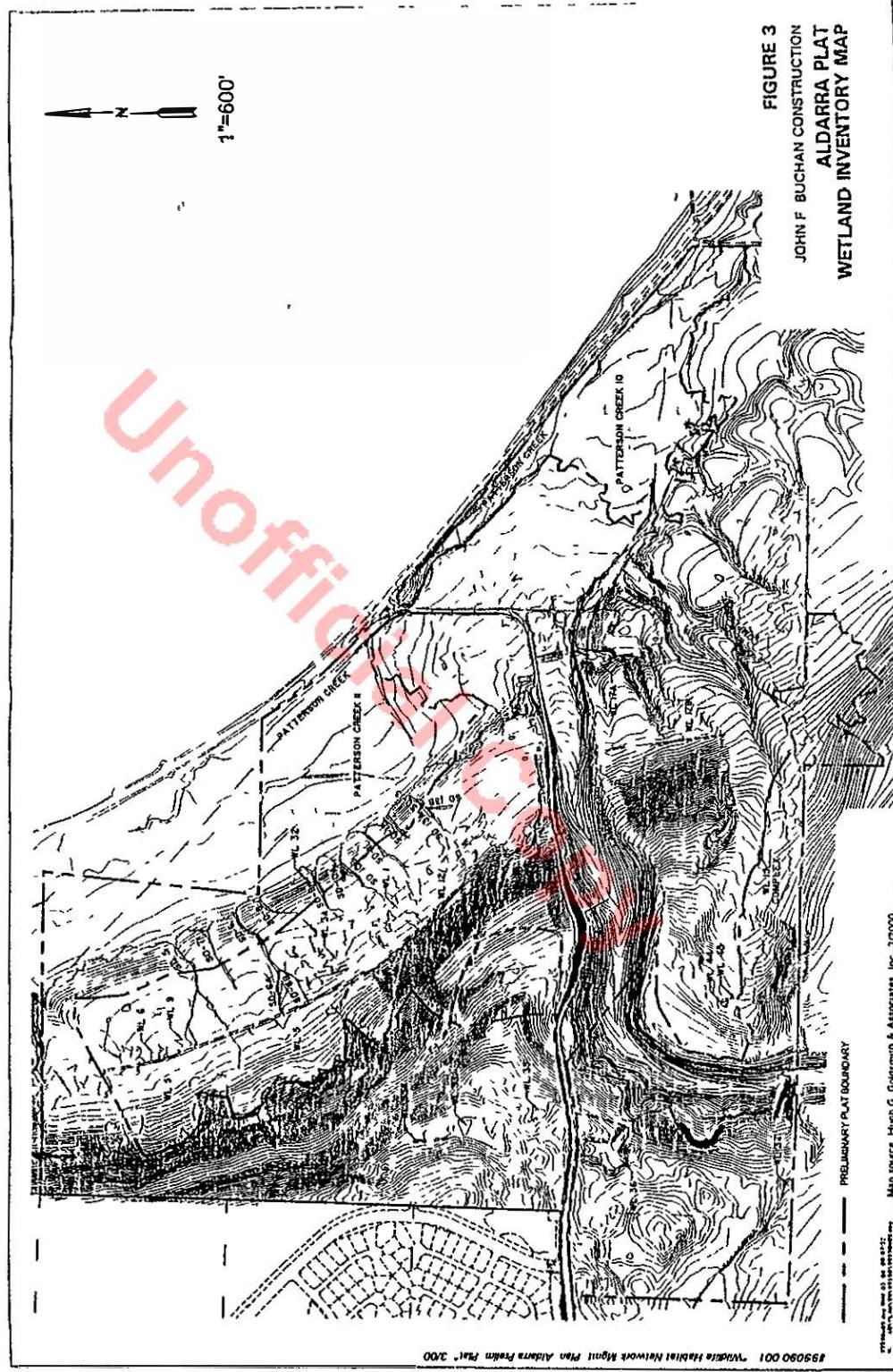


FIGURE 4
JOHN F. BUCHAN CONSTRUCTION
ALDARRA PLAT
WILDLIFE HABITAT NETWORK MAP
FOR THE PROJECT AREA

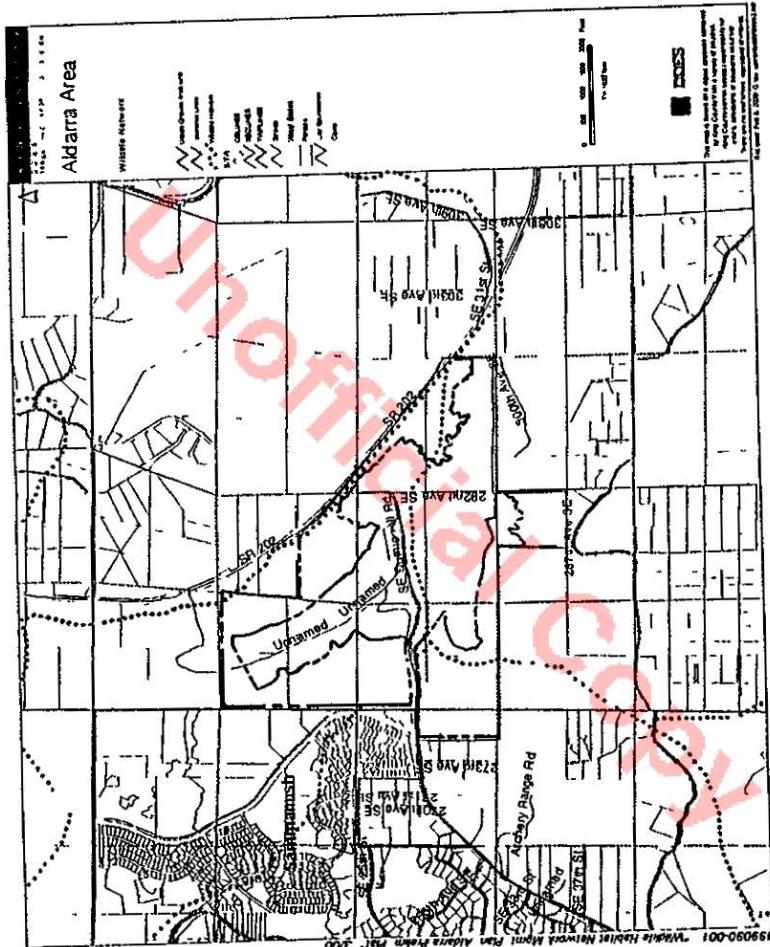
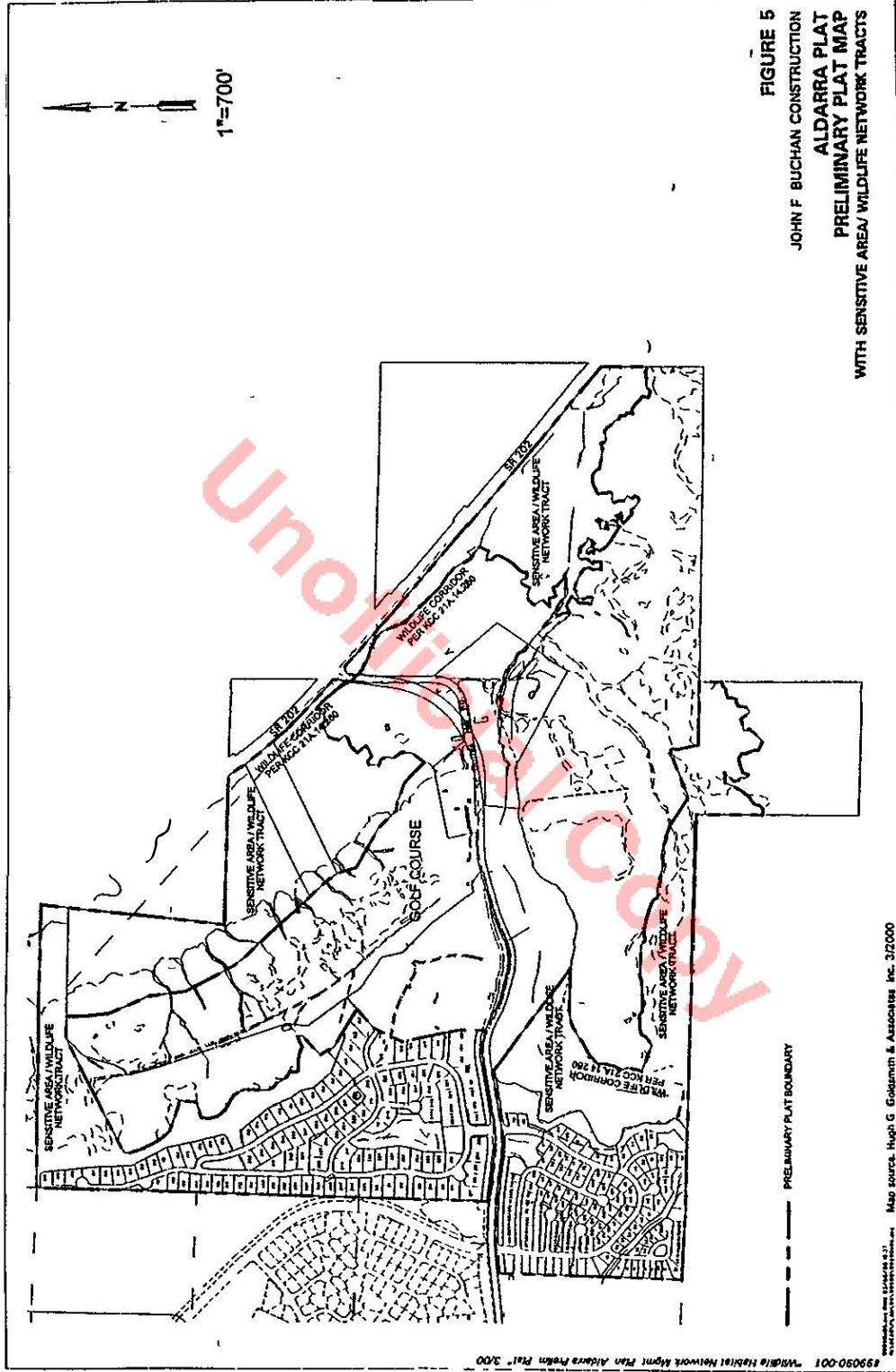


FIGURE 5
JOHN F BUCHAN CONSTRUCTION
ALDARRA PLAT
PRELIMINARY PLAT MAP
WITH SENSITIVE AREA/WILDLIFE NETWORK TRACTS



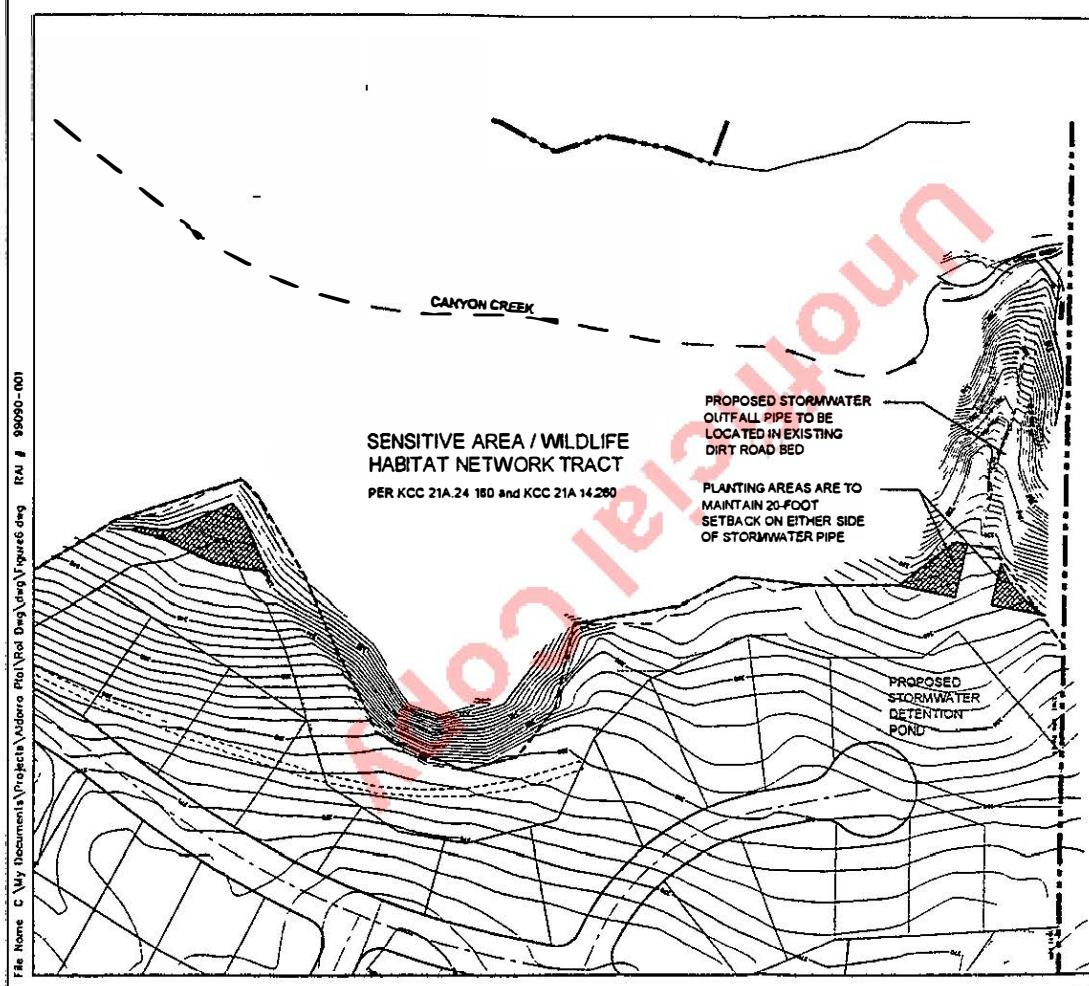
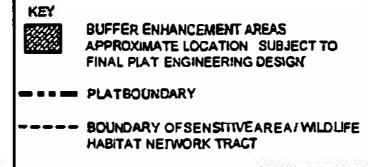
199050-001 - WILDLIFE HABITAT NETWORK Mgmt Plan Aldarra Plat Plat

Made source: Hugh G Goodman & Associates Inc. 3/2000

FIGURE 6

JOHN F. BUCHAN CONSTRUCTION
ALDARRA PLAT
KING COUNTY, WASHINGTON

WILDLIFE HABITAT NETWORK
BUFFER ENHANCEMENT PLAN



RAEDEKE ASSOCIATES, INC.
5711 NORTHEAST 63RD ST SEATTLE WA 98115
(206) 525-8122 FAX (206) 525-2000

RAEDEKE ASSOCIATES PROJECT #99090-001

DATE 11-03-00

DRAWN BY CJM

Base information from Hugh Goldsmith & Associates electronic file dated 02-16-00

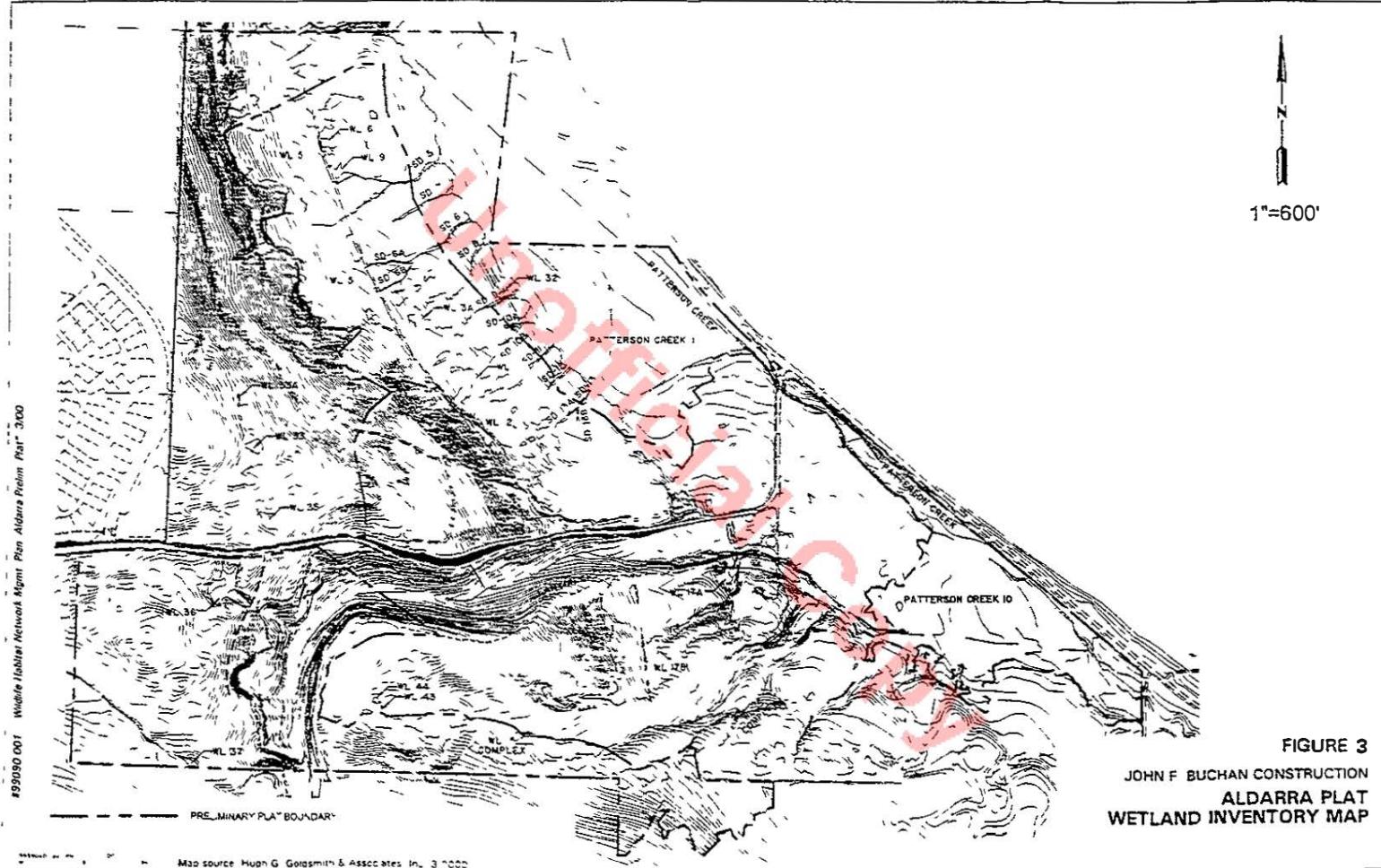


FIGURE 3

JOHN F. BUCHAN CONSTRUCTION
ALDARRA PLAT
WETLAND INVENTORY MAP

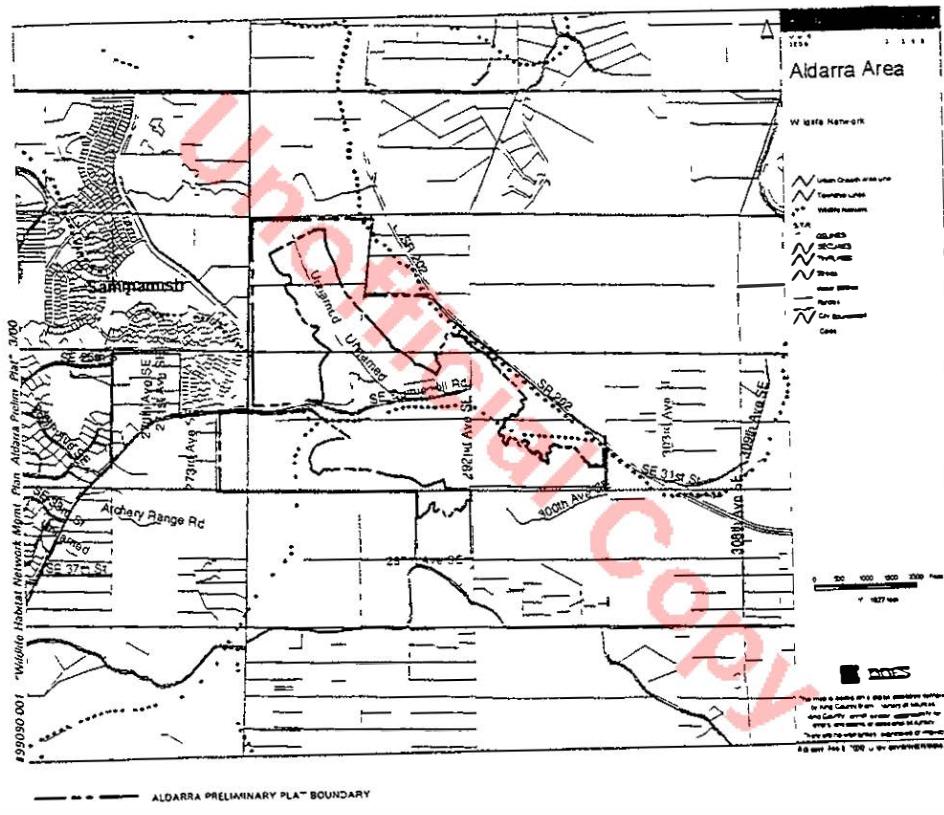


FIGURE 4

**JOHN F. BUCHAN CONSTRUCTION
ALDARRA PLAT
WILDLIFE HABITAT NETWORK MAP
FOR THE PROJECT AREA**

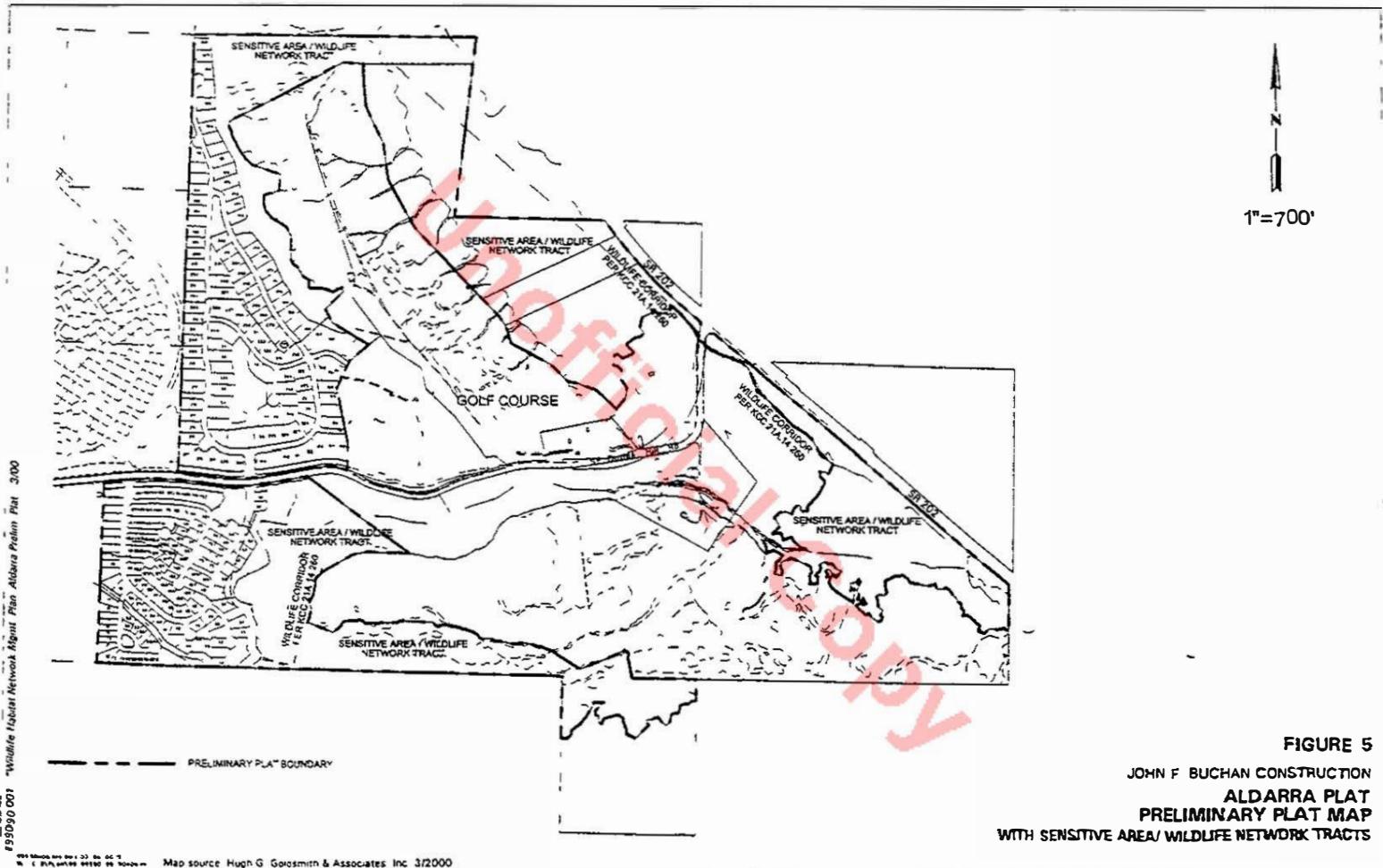


FIGURE 5

JOHN F. BUCHAN CONSTRUCTION
ALDARRA PLAT
PRELIMINARY PLAT MAP
WITH SENSITIVE AREA / WILDLIFE NETWORK TRACTS

FIGURE 6

JOHN F. BUCHAN CONSTRUCTION
ALDARRA PLAT
KING COUNTY, WASHINGTON
WILDLIFE HABITAT NETWORK
BUFFER ENHANCEMENT PLAN

KEY

- [Solid black square] BUFFER ENHANCEMENT AREAS APPROXIMATE LOCATION SUBJECT TO FINAL PLAT ENGINEERING DESIGN
- [Dashed line] PLAT BOUNDARY
- [Dotted line] BOUNDARY OF SENSITIVE AREA / WILDLIFE HABITAT NETWORK TRACT

SENSITIVE AREA / WILDLIFE
HABITAT NETWORK TRACT
PER KCC 21A.24.180 and KCC 21A.14.260

PROPOSED STORMWATER
OUTFALL PIPE TO BE
LOCATED IN EXISTING
DIRT ROAD BED

PLANTING AREAS ARE TO
M A I N T A I N 20-F O O T
SETBACK ON EITHER SIDE
OF STORMWATER PIPE

PROPOSED
STORMWATER
DETENTION
POND



RA
RAEDEKE ASSOCIATES INC
571 NORTHEAST 63RD ST SEATTLE WA 98102
(206) 523-6122 FAX (206) 526-3882

RAEDEKE ASSOCIATES PROJECT #98080-CC
DATE -03-00
DRAWN BY CJW
Base information from King County &
Associates plotted on file dated G2- 6-00

Table 1 List of wetlands delineated on or immediately bordering the Aldarra Preliminary Plat site with acreage, wetland plant community classification, and probable King County wetland ratings and buffer width

Wetland ¹	Acreage ²	Vegetation Classification ³	Probable King County (1999) ⁴ Rating	Buffer
Wetlands within the residential development zones:				
33	1.03	PFO1	2	50
33A	0.02	PFO1	3	50
35	0.11	PEM1(g)	3	25
36	0.59	PEM1(g)	3	25
37	0.12	PEM1(g), [PFO1/4]	2	50
Other wetlands:				
5	22.41	PEM1, PFO1	2	50
15	21.36	PEM1(g), PFO1/4	2	50
32	0.04	PFO1	3	25
PC 10	36.25	PEM1(g), [PFO1]	2	50
PC 11	52.76 ⁵	PEM1(g), PFO1/4 ⁶	2	50

¹ PC = Patterson Creek, other wetland numbers are those of Raedeke Associates, Inc (1993).

² Acreages listed represent total for each wetland or total within the overall Aldarra Farm property for those that extend off site. Acreage source for wetlands within residential development zones, Hugh G Goldsmith & Associates, Inc., August 1997, for other wetlands within the preliminary plat site D R Strong Engineers Inc. (1993), as updated in November 1994 by Hugh G Goldsmith & Associates, Inc.

³ Wetland classification follows Cowardin et al (1992). See text and Appendix B for descriptions. Vegetation classification listed in brackets [] is for off-site portions of the Wetland. Wetland community classes are

- | | |
|---------|---|
| PEM1 | Palustrine, emergent, persistent, wetland, |
| PEM1(g) | Palustrine, emergent, persistent, wetland, grazed or mowed; |
| PFO1 | Palustrine, forested, broad-leaved deciduous wetland, and |
| PFO4 | Palustrine, forested, needle-leaved evergreen wetland |

Table 1. Continued.

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- ⁴ Preliminary ratings are based on the criteria in the King County (1999) Zoning Code
King County staff has the final authority to determine ratings and required buffers
for wetlands under their jurisdiction.
 - ⁵ Including offsite acreage, King County (1991) estimates the total size of Patterson
Creek 11 at about 301 acres
 - ⁶ Wetland classifications for both the onsite and offsite portions of Patterson Creek 11 as
determined by King County (1991) also includes palustrine, scrub-shrub,
broad-leaved deciduous (PSS1) vegetation in addition to those cover types
described on site

Table 2 Scientific and common names of plants observed on upper portions of the Aldarra plat site during our 1997 investigations (Raedeke Associates, Inc. 1997), with assigned Wetland Indicator Status (WIS, Reed 1988, 1993) Scientific names from Hitchcock and Cronquist (1976), Pojar and MacKinnon (1994), and Hickman (1993)

Scientific Name	Common Name	WIS ¹
Trees		
<i>Acer macrophyllum</i>	Big-leaf maple	FACU
<i>Alnus rubra</i>	Red alder	FAC
<i>Pseudotsuga menziesii</i>	Douglas fir	FACU
<i>Thuja plicata</i>	Western red cedar	FAC
<i>Tsuga heterophylla</i>	Western hemlock	FACU-
Shrubs		
<i>Acer circinatum</i>	Vine maple	FAC-
<i>Gaultheria shallon</i>	Salal	FACU
<i>Rubus discolor</i>	Himalayan blackberry	FACU
<i>Rubus spectabilis</i>	Salmonberry	FAC+
<i>Rubus ursinus</i>	Pacific blackberry	FACU
<i>Sambucus racemosa</i>	Red elderberry	FACU
Herbs		
<i>Agropyron repens</i>	Quack grass	FAC-
<i>Agrostis capillaris</i>	Colonial bentgrass	FAC
<i>Agrostis gigantea</i>	Redtop	FAC
<i>Athyrium filix-femina</i>	Lady-fern	FAC
<i>Cirsium arvense</i>	Canadian thistle	FACU+
<i>Cirsium vulgare</i>	Bull thistle	FACU
<i>Dactylis glomerata</i>	Orchardgrass	FACU
<i>Festuca rubra</i>	Red fescue	FAC+
<i>Gramineae #</i>	Grasses undifferentiated	--
<i>Phalaris arundinacea</i>	Reed canarygrass	FACW
<i>Phleum pratense</i>	Common timothy	FAC-
<i>Plantago lanceolata</i>	English plantain	FAC
<i>Polystichum munitum</i>	Sword-fern	FACU
<i>Ranunculus repens</i>	Creeping buttercup	FACW
<i>Senecio vulgaris</i>	Common groundsel	FACU
<i>Taraxacum officinale</i>	Common dandelion	FACU
<i>Trifolium spp. #</i>	Clover	FACW+
<i>Urtica dioica</i>	Stinging nettle	FAC+
<i>Viola spp. #</i>	Violet	FACU-OBL

Table 2. Continued.

¹ = WIS ratings with a minus symbol are considered "drier," while the plus symbol indicates "wetter" species. Plants not identified to species are shown with the WIS range for the species common to this region

Genera with species having a wide range of WIS ratings, not included in vegetation analysis calculations.

Table 3. Proposed plant species and approximate plant counts for upland enhancement planting areas, with assigned Wetland Indicator Status (WIS, Reed 1988, 1993). Scientific names from Hitchcock and Cronquist (1976), Pojar and MacKinnon (1994), and Hickman (1993).

Scientific Name	Common Name	WIS ¹	Approximate Count ²
Trees			
<i>Acer macrophyllum</i>	Big-leaf maple	FACU	4
<i>Populus balsamifera trichocarpa</i>	Black Cottonwood	FAC	4
<i>Pseudotsuga menziesii</i>	Douglas fir	FACU	18
<i>Thuja plicata</i>	Western red cedar	FAC	9
Shrubs			
<i>Acer Circinatum</i>	Vine maple	FAC-	20
<i>Corylus cornuta</i>	Hazelnut	FACU	26
<i>Holodiscus discolor</i>	Ocean-spray	UPL	20
<i>Ribes sanguineum</i>	Red currant	UPL	33
<i>Rosa gymnocarpa</i>	Baldhip rose	FACU	33
<i>Rubus parviflorus</i>	Thimbleberry	FAC-	33
<i>Rubus spectabilis</i>	Salmonberry	FAC+	26
<i>Sambucus racemosa</i>	Red elderberry	FACU	26
Herbs			
<i>Polystichum munitum</i>	Sword-fern	FACU	65

¹ WIS ratings with a minus symbol are considered "drier," while the plus symbol indicates "wetter" species. Plants not identified to species are shown with the WIS range for the species common to this region.

² Approximate plant counts are based on a total enhancement area of approximately 6,500 square feet.

Table 4. Factors adversely affecting native habitat enhancement and contingencies to ensure success

Problem	Potential Remedial Action ¹
Plant Performance	<ul style="list-style-type: none"> - low survival - low plant vigor - noxious weeds invade - predation by animals
Undesirable Plant Community	Evaluate value, remove and replant, if necessary
Vandalism	<ul style="list-style-type: none"> - dumping of debris - damaged plant material - foot or vehicle traffic
Erosion	Evaluate source, cause; install appropriate erosion control measures; plant with species that have dense root systems; regrade, if necessary
Excessive soil water	Evaluate response and adaptability of plants, communities, replant with vegetation adapted to corresponding moisture regime, if needed.

Table 4. Continued.

Problem	Potential Remedial Action ¹
Inadequate soil water	Evaluate conditions, cause, divert water to wetland, regrade, or irrigate as appropriate
Drought	Irrigate

¹ The potential actions listed are those commonly employed. No contingency plan can foresee all problems and appropriate solutions. For each site, problems encountered need to be evaluated on a case-by-case basis. If a more effective remedy than those listed is identified, it will be considered.