

MEMORANDUM

DATE: January 20, 1992

TO: Board Members & Dave Thomas

FROM: Kate

RE: Mill Creek Plat #20

OUR ATTORNEY'S OPINION:

According to our attorney, Jim Strichartz, the City of Mill Creek clearly has the power to take land for public use. He also stated that with regard to the City's power to take land, a 17 year precedent is immaterial.

He has reviewed our governing documents and can find nothing support our position that the City would be forcing UDC to violate its agreement with us.

He then reviewed the Rezone Contract and its amendments. These are the original agreement between UDC and Snohomish County, which was subsequently adopted by the City. MCCA is a third party beneficiary of the Rezone Contract, and as such has the right to file action to enforce it.

Among many other things the Rezone Contracts states that;

"open space shall be open to all residents in the planned community throughout the development of the entire planned community, . . . and shall be usable by them for noncommercial recreational purposes . . ."

It is Mr. Strichartz opinion that by inference non-residents shall not be allowed access to MCCA common areas. While he is willing to argue the point, it is not something that he would recommend we base a court action on. He stated that while this may not be win-able legally, it most likely is win-able politically.

CITY STAFF INPUT:

I spoke with Bill Trim on Wednesday, January 15th. He said that the City attorney made it clear that we have no recourse through the Planning Commission. He said he would meet with the Commission the next evening (Thursday the 16th) but did not expect the Commission to be cooperative.

He further stated that he will ask that the Planning Commission not attend the Tuesday, January 28th City Council Special Hearing on Plat #20. He said he want to avoid a confrontation.

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Bill Trimm met with the Planning Commission last Thursday. When I called Friday to find about the results, I was told that he and Pete Freidman are out of town until Tuesday.

UDC'S OPTNTION:

Our attorney is right.

MY RECOMMENDATIONS:

A) A copy of the Critical Points should be mailed to City Staff Members Al Locke, Bill Trimm, Pete Freidman and Mick Monken. Copies should also go to each of the Planning Commission and City Council Members.

B) Every MCCA Committee & Board member should be provided with ten copies of the Critical Points and asked to:

- 1) Educate themselves about the issue, starting with the attached Critical Points and taking time to call myself, Board Members, Dave Thomas, City Staff and anyone else necessary to gain a complete understanding of the issues.
- 2) Prior to Friday, January 24th either write or call at least three City Council Members to educate them about MCCA's concerns.
- 3) Personally invite ten other MCCA members to attend the Public Hearing, and provide each one with a copy of the Critical Points and avenues for collecting additional information.
- 4) Attend the January 28th Public Hearing and be prepared to participate by sharing personal opinions.

C) Provide information on our position to THE HERALD, THE ENTERPRIZE and THE VIEW.

MILL CREEK PLAT #20 AFFECT ON M A
CRITICAL POINTS

I. MCCA'S POSITION

The trail in MC Plat #20 should be created in the same manner as the seventeen single family neighborhood trails in the Planned Residential Development (PRD) of Mill Creek that have preceeded it. UDC should put a trail in MC Plat #20 that connects this plat with neighboring Mill Creek PRD plats. The trail should be on a seperate tract of land, deeded to the MCCA.

II. BASIS:

- 1) For 17 years our developer, United Development Corporation (UDC) has provided trails to interconnect our divisions. For 17 years these trails have been deeded to MCCA as seperate tracts of land. MCCA accepts full responsibility for maintenance of these member owned trails. The last 7 plats were approved by the City of Mill Creek.

What has changed and who has changed it? We have asked this question of City Staff and are told nothing has changed!

- 2) Public access (or public trails) in the PRD, gained through mitigation proceedings, imposes double taxation on MCCA members. We pay a full share of City, State & Federal taxes, plus our annual MCCA assessment. A great portion of our assessments are for maintenance of our private trail system.

Public access imposes additional maintenance costs and depletes the value of the system which all members of MCCA own.

- 3) The Rezone Contract between UDC and the City states that the open spaces in the PRD shall be usable by residents of the PRD, ie, not by the general public. Our attorney has advised us that, as a third party beneficiary of the Rezone Contract, MCCA has the right to file action to enforce it.
- 4) Part of each PRD member's property value is in an undivided interest in the member owned park and trail system being developed. Each MCCA member is deprived of value due to the Commission's recommendation.
- 5) MCCA is required, by law, to protect the value of all property within the Planned Residential Development (PRD) of Mill Creek. MCCA would open itself to legal action if it did not protest this apparent change in City development policies.

We are currently aware of at least two intended legal actions by members if the Planning Commission recommendation is sustained by the City Council.

MILL CREEK PLAT #20 AFFECT ON MCCA
CRITICAL POINTS

We beleive, quite strongly, that this situation should have been settled much earlier in the City's approval process. We also believe that the reason it has gone on this long is because of a failure of City Staff (and subsequently of the Planning Commission) to understand MCCA'S needs. MCCA represents more than 80% of the City's population. City Staff must be educated to understand the needs of the people they serve.

THE PROCESS:

The Comprehensive Plan includes City Image Goal Statement #7 in Section III, which states "The City shall encourage the participation of all citizens, community associations and interest groups in the planning and development decision-making process."

MCCA has, in the past, on numerous occasions, clearly stated to City Staff and to the City Planning Commission that we want to retain our private ownership and private access to all trails, parks and other common areas within the PRD.

MCCA was given notice of the October 17, 1991 Planning Commission Hearing. MCCA's new Manager, Kate Hurlocker & City Manager Joni Earl had been working hard all through September and October to increase the level of communication between the City & MCCA. There was no indication of any kind of a problem on this plat. (As it turns out Joni had not even been made aware of this situation, let alone MCCA.) We mistakenly assumed that City Staff would let us know if action were taking place that would affect MCCA. We did not attend the meeting.

This proved to be a very poor assumption. The October 17th meeting was not only the first meeting at which the trail issue came up, it was also the only time public input to the Planning Commission was allowed. We were informed of the problem on November 20th, by UDC.

Our first act was to request an opportunity to be heard. The result is the planned January 28th Public Hearing of the City Council, which is appreciated.

Our second act was to meet with City Staff; Al Locke, Bill Trimm, Mick Monken and Pete Freidman. The purpose was to state our concerns, educate staff, and to attempt to arrange adequate dialogue with the Planning Commission or their representatives. The staff indicated a sincere willingness to cooperate but their attempts to arrange meetings were unsuccessful. It is our understanding that this issue is out of the Planning Commission's hands.

MTL CREEK PLAT #20 AFFECT ON MCCA
CRITICAL POINTS

WHERE DO WE GO FROM HERE?

We do not want a confrontation but we must act, by every legal means, to override this recommendation.

We are very disappointed in the lack of understanding, by Planning Commission members as to the role of MCCA, and their apparent indifference to becoming more informed. Six of the seven Commission members are also members of MCCA, and yet they appear to have little or no understanding of how this affects them. We would welcome a chance to meet with the Commission and educate them to our responsibilities.

We have learned that the Commission's recommendation ties into a long range plan to link Library Park, the City's commercial/city center and a future neighborhood park. It should be pointed out that Joni Earl, then City Manager, while presenting the proposed budget to the public City Council meeting, specifically stated that there is no defined plot of land targeted by the City for such a park, and no dialogue with any property owner regarding City acquisition.

In our meeting with Staff it was suggested that we could have the Plat #20 trail, in the same manner as our others, IF we agreed to back the City when the plat just to the north comes in for approval. Apparently "the City" plans to ask UDC to provide a trail, with public access, through the next plat to the North to connect with a potential City park, thus providing the public corridor from Library Park to the "unplanned" City Park.

A private neighborhood trail should never be used as a public connector to a proposed park with an indefinite future. Such a connection is better suited for the specifically planned sidewalk in the widening project for the Rothell-Everett Highway. This moves the public access trail a minimal distance with no impact on those who use it, while truly protecting the privacy of future homeowners, and the privacy of the PRD trail system.

MCCA is presently experiencing non-residents of the PRD filling up our park parking lots and making them unavailable to our own members. We are preparing specific actions to change this. We must initiate aggressive action to stop further erosion of MCCA properties.

This situation has brought the City and MCCA to a significant crossroads which the Council must address. Do you want a continued spirit of cooperation and harmony from MCCA or do you want to spawn very strong resistance to present and future action by the City?

MEMORANDUM

DATE: January 7, 1992

TO: Members of the Board of Directors

FROM: Kate Hurlocker

RE: MILL CREEK PLAT #20

We have requested from the City, and received, postponement of our input deadline from 12-31-91 to 1-14-92. We have asked City staff to meet to discuss possibilities for solutions prior to the Council Hearing. The hearing is scheduled for January 28th. Interim Manager Bill Locke, Community Development Director Bill Trimm, Public Works Director Mick Monken, myself and Long Range Planning Chairman Dave Thomas will meet to discuss solutions Thursday, 1-9-92 at 9 am at City Hall. Any members of the Board of Directors who can attend are welcome. Our goals are as follows:

- 1) We will assist the City staff to understanding why our position on MC#20 must be that the proposed trail has to be privately owned and maintained, with no public easement. Just as all existing trails in UDC/Mill Creek are held.

UDC's marketing materials make note of "the benefits of its (MCCA's) privately owned and maintained common areas and facilities". It is the understanding of our membership that, in addition to their land and house, they also purchased a share in the common areas, a level of privacy, tight control over quality of services provided, and the ability to set ascetic standards higher than a city may be allowed to.

Our governing documents state that the primary purpose of MCCA is to protect its members property values (common and privately held property). To accept public trails, or trails with public easements, in an MCCA neighborhood would be to open our Board of Directors to legal action. Our attorney is reviewing the situation.

Our only recourse, should the City insist on public ownership or easement, may be to file legal action to stop the process.

- 2) We will work with City staff to insure that this or similar issues do not surface again on MCCA plats:
 - A) Insure that the decision to maintain the existing trail policy is binding on the City concerning future MCCA/UDC plat approvals.

MEMORANDIUM

Members of the Board of Directors
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- B) Insure that future issues that effect members of MCCA are communicated directly to our manager in a timely fashion.
- a) City Technical Review Committee meeting notices regarding reviews of plats within or adjacent to UDC/MCCA, will be delivered to the MCCA Manager.
 - b) The City & MCCA Manager's will meet on the fourth Monday of every month at 11:30 am.
 - c) The City will deliver to MCCA all agendas and notices for meetings at which issues will be discussed that may have an affect on MCCA residents.
 - d) The Current will be delivered to the MCCA Manager, Maintenance Supervisor & Security Supervisor. The Mainstream will be delivered to the City Manager, Chief of Police, Community Development Director, & Public Works Director.
 - e) MCCA will deliver to the City all agendas and notices for meetings at which issues will be discussed that may have an affect on City policies or procedures.

Please call if you have any input prior to Thursday's meetings. We will report our results.



January 20, 1994

Planning Commission
CITY OF MILL CREEK
15728 Mill Creek Blvd.
Mill Creek WA 98012

RE: Proposed Amberleigh Development - Public Testimony

Dear Planning Commission Members:

As you know the Declaration of Restrictive Covenants (Covenants) for the Mill Creek Planned Residential Development is attached to the Amberleigh property. These Covenants are administered by the Mill Creek Community Association (MCCA). The Covenants (Article I) state that MCCA's purpose is to protect the desirability of member's property. Amberleigh's future homeowners are our members.

In keeping with that covenanted purpose we respectfully request that the following modifications be made to the proposed Amberleigh development:

That Recommendations #24 and #25 of the Staff Report be re-written to;

- 1) Remove any references to public pedestrian easements, and;
- 2) Treat the two trails (Tract C & Tract GH) in the same manner as this Planning Commission treated the Belvedere Park trail ie., deed these tracts to the homeowners' association, free of any public pedestrian easements, and including an easement reserved for the members of the Mill Creek Community Association.

This request is based on the following:

1. The requirement to provide a public pedestrian access easement is a permanent physical invasion of private property, commonly known as a "taking". It does not mitigate a direct adverse impact, and is therefore an improper development extraction.
2. The requirement to provide a public pedestrian access easement is in direct conflict with the Rezone Contract (a contract between Mill Creek PRD developers and the City of Mill Creek) which states that open spaces within the PRD shall be usable by the PRD's residents, ie., not by the general public. Our attorney has advised us that, as a third party beneficiary of the Rezone Contract, MCCA has the right to file action to enforce it.
3. The requirement to provide a public pedestrian access easement will raise the number of people on the trails, thereby imposing additional and unnecessary maintenance costs and potential liability on the property owners. It will also compromise our ability to provide the commonly accepted level of security enhancement in the area. Such a requirement reduces the value of our private trail system, and may set precedent for the five currently undeveloped plats that we are also covenanted to administer.



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4. Because of the Covenanted requirement to protect the desirability of members' property, we may expose our membership to legal action if we do not protest the proposed requirement for a public pedestrian access easement. Such a requirement is not in keeping with the thirty-nine developments in the PRD to date. We have successfully protected the private nature of the trail system in the past. Please note, this issue is exactly the same as that we raised on MC Plat 20. In that case the Mill Creek City Council found in our favor.

Thank you for your consideration in this matter.

For the Mill Creek Community Association,


Barry Schlecht, President
Mill Creek Community Association

cc: Bill Trimm & Pete Friedman, City Planning Staff
City Recording Secretary
William E. Buchan, Inc., developer
MCCA Board of Directors
Jim Strichartz, attorney at law

PLANNING COMMISSION RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MILL CREEK
PLANNING COMMISSION, RECOMMENDING
APPROVAL TO THE CITY COUNCIL OF THE
CITY OF MILL CREEK, WASHINGTON OF A
PRELIMINARY PLAT/PLANNED RESIDENTIAL
DEVELOPMENT FOR AN EIGHTY-EIGHT (88)
LOT RESIDENTIAL SUBDIVISION TO BE
KNOWN AS "AMBERLEIGH." CASE FILE
NUMBER PP 93-37.

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)
)
) FINDINGS,
) REASONS AND
) RECOMMENDATIONS
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)

WHEREAS, William E. Buchan, Inc. has submitted the appropriate information to the City of Mill Creek for consideration of a Preliminary Plat/Planned Residential Development for an eighty-eight (88) lot single-family residential subdivision located south of Mill Creek Road, west of Seattle Hill Road, and east of Miller's Village, within the City of Mill Creek; and

WHEREAS, the City of Mill Creek's SEPA Official issued a Mitigated Determination of Non-Significance and Notice of Property Development Impact Mitigation, pursuant to RCW 43.21C, and Chapters 17.48 and 18.04 MCMC; and

WHEREAS, on January 9, 1994, a legal notice stating the time, place, and purpose of the public hearing was published in the Everett Herald; and on January 10, 1994, the notice was posted on the property pursuant to MCMC 17.36.040; and on January 7, 1994, the notice was sent to surrounding property owners within 500 feet of the site in accordance with MCMC 17.36.040; and

EXHIBIT A

**DEPARTMENT OF COMMUNITY DEVELOPMENT
STAFF REPORT
TO THE CITY OF MILL CREEK PLANNING COMMISSION**

PART I - SUMMARY INFORMATION

**HEARING
DATE:**

January 20, 1994

OWNER:

William E. Buchan, Inc.
11555 Northup Way
Bellevue, Washington 98004

REPRESENTATIVE:

G.W.C.
8888 45th Place West
Mukilteo, Washington 98275

**REQUESTED
ACTION:**

Planned Residential Development/Preliminary Plat approval for an 88-lot subdivision to be developed with 79 townhouse residences and 9 single-family detached residences.

LOCATION:

The subject site is located south of Mill Creek Road, west of Seattle Hill Road, and east of the Miller's Village development within Sections 5 and 6, Township 27 North, Range 5 East, W.M. Snohomish County.

SIZE:

15.02 acres

**LEGAL
DESCRIPTION:**

Refer to Attachment 1

**COMPREHENSIVE
PLAN DESIGNATION:**

Single-Family Medium-Density, Nine (9) Dwelling Units per Acre

ZONING DISTRICT:

PRD 7200 - Planned Residential Development

INTERLOCAL AGREEMENT WITH EVERETT SCHOOL DISTRICT CONTINUED:

of development applications in the City through the SEPA process and 2) provide a legal basis through which the City may condition development approvals to require mitigation of impacts on District facilities. This application has been reviewed by the District and their comments are reflected in the recommended findings and conditions. Please refer to Attachment 2.

NOTICE:

According to Section 17.36.040 MCMC, notice of the public hearing was mailed to property owners of record within 500 feet of the proposed project on January 7, 1994, published in the Everett Herald on January 9, 1994, and the property was posted in three places on January 10, 1994.

PART III - BACKGROUND INFORMATION

HISTORY:

The subject site is Lot 3 of the plat of Miller's Village, which has a rather complex history. The entire Miller's Village site is located in Sector 8 of the United Development Corporation (UDC) Mill Creek Planned Residential Development. Sector approval was granted by Snohomish County prior to incorporation of the City and allowed single-family attached residences (townhouses) with a maximum density of nine dwelling units per acre for the Miller's Village site.

The first plat of Miller's Village creating three large lots was approved by the county in 1981. However, construction never occurred under the auspices of the county approval. Between 1985 and 1987 the City granted preliminary plat and binding site plan approval for Miller's Village. Although a total of 85 units were approved by the City, only 69 have been constructed.

The conditions of approval by the City, for the previously approved Miller's Village projects, required the developer of the third phase to provide the final stormwater management facilities to serve the entire Miller's Village property and to construct a pocket park on Lot 3.

EXISTING SITE CHARACTERISTICS:

SOILS:

Like much of the land in the City, the soils are the Alderwood series. The Soil Conservation Service (SCS) has classified the soils as Alderwood Gravely Sandy Loam 2-5 percent slope. This soil

UTILITIES:

The subject site is located within the service area of the Alderwood Water District. An eight-inch water line is located adjacent to the subject site on Seattle Hill Road and water lines are stubbed to the site in the northwest and western portions of the site. Sewer stubs are located on the north and west property lines adjacent to Miller's Village.

These utilities are required to be constructed throughout the site and may be required to stub to the contiguous property to the south. Electrical service will be provided by Snohomish County PUD and natural gas service by Washington Natural Gas.

FIRE PROTECTION:

Fire protection, suppression and emergency medical service will be provided by Fire District No. 7.

**SUBDIVISION PROCESS
AND DESIGN:****Process**

The project proponent has applied for a preliminary plat approval under the provisions of Section 16.12 of the subdivision ordinance governing planned residential development (PRD). This is consistent with the previously developed portion of the site, which was approved as a PRD. The PRD process is intended as an alternate form of development to allow more flexibility while retaining significant natural features or providing public and private amenities. Under this process, certain zoning and subdivision dimensional and bulk standards may be modified except for street setbacks on exterior streets, surveying standards, permitted uses, and the engineering and design standards for public improvements.

Due to the unique design of the townhouse units, the applicant has requested the following modifications as allowed by the PRD regulations:

1. Modification to the setback requirements for rear yards to accommodate structures that are attached at the rear building walls such as in the "quad" units and for structures where the dwellings abut the 50-foot cutting preserve tracts.
2. Modification to the 65 percent lot coverage requirement to allow an average lot coverage of 65 percent. This affects Lots 10, 11, 14-17, 20 and 73. The primary reason for the request is that the use of the private courts providing access

SUBDIVISION PROCESS AND DESIGN CONTINUED:

located in the middle sections of the plat where the garages are set back from the street and take a secondary role to residences. These "quad" lots are arranged so that four units back up to one another and are joined at the garage walls.

In the southern portion of the plat the lots are arranged in a more traditional side-by-side manner, but again the garages will be set back from the street and the proposed residences. In the northern portion of the site there are two tiers of lots between the street and cutting preserve.

Access and Circulation

Access to the development will be from Seattle Hill Road across from the Wildflower development. The internal streets form a continuous loop system and all roads will be public. Access to the residences is from shared driveways that function as courtyards having direct access to the public streets. By moving the garage back from the street and utilizing the courtyards, this arrangement also minimizes the number of driveways along the street. For example, in the northern half of the site (lots 1-28) there are seven driveways serving 28 residences.

Pedestrian access will be provided by public sidewalks along most of the internal streets and will be connected to the public sidewalks along Mill Creek Boulevard. A pedestrian pathway is planned for Tract C linking the subject site with the property to the south, where a public neighborhood park is planned, and across Tract GH to link the interior portions of the plat with the public sidewalks on Mill Creek Road.

Utilities

Sanitary sewer and water service is currently located on the northern and western boundaries of the site. The project proponent will be required to extend the utilities throughout both divisions.

Stormwater runoff will be managed through an on-site drainage system that includes two underground detention vaults to accommodate on-site and Miller's Village Condo run-off storage. (Miller's Village existing detention facility is currently an open detention pond located on the Amberleigh site. The applicant plans to remove the system and accommodate for it in the storage design.) Water quality will be attained through biofiltering and through a two-stage solid settling system incorporated in the storage

CONSISTENCY WITH THE MILL CREEK COMPREHENSIVE PLAN CONTINUED:

patterns in the City, since it provides medium-density residential development in an area that is characterized by similar types of development at similar densities; i.e., attached residential at densities of 6 - 7 dwelling units per acre or single-family detached homes on 4,000 - 5,000 square foot lots.

Policy 1.13 - Access to new development by collector or arterial streets.

Access to the subject site is from Seattle Hill Road, which is designated as a collector street in the Transportation Element of the plan. One access is proposed and the internal streets of the proposed development do not connect with existing developments.

Policy 1.14 - Directs the provision of landscaped buffers and greenways along arterials. The proposed plat includes fifty-foot (50') cutting preserves along Mill Creek Road and Seattle Hill Road. The width of the proposed buffer is consistent with the Streetscape Element of the Comprehensive Plan; however, enhancement with additional landscaping in places may be required.

Policy 1.15 - Peripheral buffers around residential developments to define the development. In addition to the cutting preserves, adjacent to the two fronting public streets, the proposed plat also incorporates other buffers in the form of landscaping tracts on the west side of the site adjacent to Miller's Village and a 50-foot cutting preserve along the entire south boundary of the site.

Policy 1.16 - New developments are to be planned as identifiable neighborhoods. While the subject site was originally planned to be developed as part of Miller's Village, the current proposal will create a new identifiable neighborhood. The proposed lot and building layout, which departs from the existing medium-density development patterns and should establish the project as a unique new neighborhood. There is a single access point and the project contains private open space to serve its residents.

Policy 1.17 - Compatibility with adjacent developments. The proposed plat is similar to the adjacent developments of Miller's Village and The Pointe since both areas have the same zoning, PRD 7200, the densities are similar and the existing and proposed residences will be townhouse style units.

CONSISTENCY WITH THE MILL CREEK COMPREHENSIVE PLAN CONTINUED:

proportionate share impacts on the City road system for those projects adopted as part of the current capital facilities program.

Policy 3.03 - Roadway access. Access to the site is from a collector street, Seattle Hill Road. The access for the site has been evaluated and found to be acceptable with regard to sight distance and alignment with the access to the Wildflower development.

TRANSIT POLICIES

Policies 4.01 & 4.03 - Location of transit facilities and transit friendly land developments. The proposed project incorporates pedestrian pathways from the interior portions of the plat to Seattle Hill Road and Mill Creek Road. There are two bus stops located along Mill Creek Road. One is located across from the subject site in front of The Pointe and the other is located adjacent to the Wildflower division.

STREETSCAPE ELEMENT

Polices 1.02, 3.01 & 3.02 - Location and width of landscape buffers/cutting preserves. The proposed project has frontage on Mill Creek Road, which is subject to the streetscape standards of the plan. Consistent with those standards, a fifty-foot (50') roadway buffer/cutting preserve has been incorporated in the project design. In addition there is a fifty-foot cutting preserve along Seattle Hill Road.

The applicants have requested permission to thin and remove many of the alder trees in the cutting preserve along Mill Creek Road. During the environmental review, staff concluded this may be permitted and that portions of the cutting preserve shall be reforested to provide more species diversity and habitat.

ENVIRONMENTAL FEATURES ELEMENT

Environmental Policies 1.02 & 1.03 - Control and treatment of stormwater runoff. The project applicant will be required to provide stormwater runoff facilities that provide both detention, controlled release and water quality treatment through the use of particulate settling, biofiltration, and oil/water separators.

**CONSISTENCY WITH
SUBDIVISION
REGULATIONS:**

The subdivision of property in the City is governed by Title 16 MCMC. This application is also being processed under the provisions of the planned area development section of the subdivision regulations (Chapter 16.12), which allows modification of zoning and subdivision requirements with certain limitations and conditions. The following section evaluates the proposed plat with the criteria for reviewing and approving preliminary plats that are found in MCMC Sections 16.12 and 16.18.010(c).

Since the proposal is a planned residential development, it has been evaluated consistent with the following provisions of Chapter 16.12 MCMC - Planned Area Development.

Subdivision Review Criteria

1. The preliminary subdivision and binding site plan meets the requirements and intent of the MCMC and adopted City plans.

Comment:

The gross density that is allowed for the development of single-family attached homes as designated on the Land Use Map of the Comprehensive Plan, is nine (9) units per acre. The gross density of the proposed plat, is 5.6 units per acre. This density is compatible with the density of the adjacent development in Miller's Village and The Pointe. The minimum lot size for townhouses located in the PRD 7200 zone district is an average of 2000 square feet. The average lot area of the proposed project is 4,889 square feet. The minimum lot size for single-family detached residences is 5,000 square feet. Nine lots are proposed for single-family detached residences and all nine lots meets the minimum lot area.

2. The proposed plat makes adequate provisions for open space, drainage ways, streets and other public ways, water supply, sanitary wastes, parks, playgrounds, sites for schools, and school grounds.

Comment:

The streets and pedestrian ways within the proposed development will be required to comply with the standards required by the City Engineer. Open space will be provided through the roadway buffers/cutting preserves and the private pocket park located on

CONSISTENCY WITH SUBDIVISION REGULATIONS CONTINUED:

Due to the design of the units, many of the proposed buildings will not have frontage on a public street or private roads, thereby making classification of the front yard difficult.

As mentioned above strict application of the PRD 7200 setback regulations could preclude certain beneficial and creative aspects of this proposal. Through the requested modifications there is more flexibility in the design and layout of the residences.

6. Section 16.12.050, indicates that the number of dwelling units in a PRD may be 120 percent of the permitted density of the zone district. This section also establishes a formula for computing the allowable density determined by establishing a net development area that accounts for the unbuildable lands and the internal road systems.

Comment:

Both the Comprehensive Plan designation and zoning allow nine (9) dwelling units per acre on the subject site. The proposed development density is less than allowed. However, the City does not currently require that the property be developed to maximum allowable density.

7. Section 16.12.060, directs that 20 percent of the net development area in a PRD must be established as open space and community recreation facilities.

Comment:

In summary, the proposed application is consistent or can be conditioned to be consistent with the applicable policies of the Mill Creek Comprehensive Plan. The proposed plat contains approximately 3.7 acres of open space, which is approximately 24 percent of the subject site. The size of the pocket park is approximately .42 acres with the balance of the open space located in the cutting preserves and landscape tracts.

FINDINGS AND CONCLUSIONS:

Having viewed the property and reviewed the application and supporting materials, staff makes the following findings and conclusions:

FINDINGS AND CONCLUSIONS CONTINUED:

impact mitigation agreements will be required to mitigate the identified impacts.

10. The proposed plat is also subject to an Interlocal Transportation Agreement between the City of Mill Creek and Snohomish County for the review and mitigation of development impacts on the county road system.

11. The City has received Snohomish County's comments pursuant to the Interlocal Transportation Agreement and SEPA, along with a request for the requirement of contributions to mitigate the specific impacts occurring from this development.

12. In 1993 the City of Mill Creek and the Everett School District signed an Interlocal Agreement for the joint review of development proposals and providing the legal basis for appropriate conditions to mitigate development impacts on school facilities.

13. In accordance with the Interlocal Agreement, the Everett School District, as co-lead agency, has requested that the applicant contribute fees in lieu of land dedication to mitigate the development impacts on District facilities.

14. The plat as described conforms to the provisions of the planned residential development section of the Mill Creek subdivision ordinance.

15. The proposed plat is compatible with regard to the type of residential use, density, open space, and property buffers that exist in adjacent developments.

16. The proposed plat has been reviewed and found consistent with the applicable policies and Land Use Map of the City of Mill Creek Comprehensive Plan.

17. The proposed plat can be served by public sewer and water, and makes appropriate provisions for streets, drainage facilities, open space, parks and playgrounds, sidewalk and public ways.

18. If approved, subject to the conditions recommended below, the proposed plat will be consistent with the requirements of Title 16 MCMC, Plats and Subdivisions.

FINDINGS AND CONCLUSIONS CONTINUED:

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15. The proposed plat is compatible with regard to the type of residential use, density, open space, and property buffers that exist in adjacent developments.

16. The proposed plat has been reviewed and found consistent with the applicable policies and Land Use Map of the City of Mill Creek Comprehensive Plan.

17. The proposed plat can be served by public sewer and water, and makes appropriate provisions for streets, drainage facilities, open space, parks and playgrounds, sidewalk and public ways.

18. If approved, subject to the conditions recommended below, the proposed plat will be consistent with the requirements of Title 16 MCMC, Plats and Subdivisions.

RECOMMENDATIONS CONTINUED:

10. In accordance with the Interlocal Transportation Agreement between Snohomish County and the City of Mill Creek for the mitigation of interjurisdictional development impacts, the applicant shall contribute \$ 66,938.00 to Snohomish County, subject to any credits approved by the county. Verification of payment shall be provided to the City before final plat approval.
 - ✓ 11. Appropriate mitigation to the Everett School District based on consultations between the developer and the District. Verification of payment shall be provided to the City before final plat approval.
 - ✓ 12. The execution of an impact mitigation agreement between the applicant and the City for \$ 39,041.00 for the following road improvement projects: *39,041*
 - Seattle Hill Road Improvements - \$ 24,549.00 *23,520*
 - Traffic Signal at 23rd/25th Avenue - \$ 6,097.00
 - 9th Avenue Intersection Improvements - \$ 3,350.00
 - 164th Street Bridge Widening - Phase II - \$ 3,825.00
 - Dumas Road Improvements - \$ 1,220.00
- Payment shall be made prior to final plat approval.
13. Contribution of \$ 50,423.00 to mitigate impacts on City park and recreation facilities. Of this amount, \$ 43,736.00 shall be used for the development of a neighborhood park on the property immediately south of the subject site. The balance of the mitigation, \$ 6,687.00 shall be used for the acquisition and development of a Community Park.
 14. Contribution of \$114,664 to the Everett School District in lieu of any dedication of land for additional school facilities. Verification of payment by the District is required prior to final approval.
 15. Submittal and approval of a street tree planting plan for all streets within the plat. The street tree plan shall be prepared by a licensed landscape architect prior to final plat approval. The plan shall be implemented commensurate with house construction.
 16. Submittal and approval of a supplemental reforestation and habitat enhancement plan for the cutting preserve adjacent to Mill

RECOMMENDATIONS CONTINUED:

24. All utility, stormwater, drainage, maintenance easements, property buffers and public pedestrian easements together with attendant restrictions and conditions shall be portrayed on the face of the final plat.

25. There shall be a homeowners' association that will be responsible for the maintenance of all common tracts and privately owned facilities including the pocket park (Tract J), and the landscape islands and medians.

26. Minor amendments to the project may be administratively approved by the Director of Community Development upon written request by the developer. Minor amendments are those which may affect the precise dimensions or locations of buildings and driveways but do not affect the overall project character, number of buildings, density and quality and amount of open space and landscaping.

w:\data\plan\wp\pete\amstf



EVERETT SCHOOL DISTRICT NO. 2

Educational Service Center

BOX 2098 • 4730 COLBY AVENUE • EVERETT, WASHINGTON 98203 • (206) 339-4200

BOARD OF DIRECTORS

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Superintendent

January 10, 1994

Mr. Pete Friedman
Senior Planner
City of Mill Creek
15782 Mill Creek Boulevard
Mill Creek, WA 98012

RECEIVED

JAN 10 1994

CITY OF MILL CREEK

Re: School Impact Mitigation-Preliminary Plat
Application PP93-37, Amberleigh

Dear Mr. Friedman:

WAC 197-11-360 provides that "(i) if the responsible official determines that a proposal may have a probable significant adverse environmental impact, the responsible official shall prepare and issue a determination of significance (DS) substantially in the form provided in 197-11-980."

The District's two previous letters (James W. Langus, November 30, 1993 and Michael Gunn, December 29, 1993) describe, consistent with Section 1.2 of the Interlocal Agreement between Everett School District No. 2 and the City of Mill Creek, a condition which, if imposed upon the developer, makes it unlikely that the Amberleigh development proposal will significantly and adversely affect schools of our district. Specifically, the District has recommended that the City impose the following condition on the Amberleigh plat proposal:

To mitigate the potential that the Amberleigh proposal will have significant, adverse impacts on local schools, to provide for safe and adequate schools in the area around the Amberleigh proposal, and in lieu of any dedication of land for additional school facilities, the developer shall voluntarily agree to pay to the District \$114,664.

The Amberleigh proposal will create an additional 88 single family dwelling lots in an area currently served by Cedar Wood Elementary School, Heatherwood Middle School and Cascade High School. Our studies predict that the development will add 24.6 elementary school students, 8.6 middle school students and 7.3 high school students to our schools.

"...where students thrive in a changing world."

AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER

Attachment 2

**EVERETT SCHOOL DISTRICT NO. 2
LETTER REGARDING IMPACT MITIGATION**

Mr. Pete Friedman
January 10, 1994
Page 3

its projects. If, based on such a study, it appears that the developer's specific proposal would contribute fewer students to our schools than those anticipated by the facilities need report, then it would be appropriate to discuss reduced mitigation payments. However, to confidently determine that the Amberleigh proposal is not likely to be a cause of significant, adverse impacts to our schools without a detailed, project-specific study, we are relying on the 1992 facilities needs report and have determined that a voluntary payment from the developer of \$1,303 per single family residential unit is necessary, and would be sufficient.

Sincerely,



Michael Gunn
Director of Facilities and Planning

Attachment: Everett School District
1992 Facilities Needs Report

MG/js

MEMORANDUM

DATE: February 15, 1994
TO: Board of Directors
FROM: Manager Kate Hurlocker
RE: Amberleigh Trails

Attached please find the City Staff report on the public/private trail issue. Included with it is the City attorney's analysis of the situation.

Two issues caught my attention:

- 1) The liability issue that we brought up was not addressed in the staff response.
- 2) The City attorney seems to be under the mistaken impression that Amberleigh will "adjoin" MCCA. He also does not seem to understand that the Covenants attached to the plat make all Amberleigh residents mandatory members of MCCA. I do not know if these errors materially affect his argument.

No public testimony is scheduled for Thursday (2-17-94) night's Planning Commission meeting. However, I recommend we write to the Commission, reiterating our position requesting clarification of the two issues listed above. I also recommend that the City attorney's opinion be provided to our attorney, and that his advice be requested.

**DEPARTMENT OF COMMUNITY DEVELOPMENT
STAFF REPORT ADDENDUM
PRELIMINARY PLAT APPLICATION 93-37, AMBERLEIGH**

On January 20, 1994, the Planning Commission held a public hearing on the application for preliminary plat approval by William E. Buchan, Inc. After taking public testimony, the Commission voted to close the public hearing, but kept the written record open for 10 days to allow additional analysis and comment and continued until further deliberations and a decision until February 17, 1994.

Two specific issues were raised during the public testimony and two additional Commission concerns were conveyed to staff at the meeting. The issues raised during the public hearing were:

- 1) The impact of the development on the Everett School District Facilities and the appropriate level of mitigation; and
- 2) The MCCA Board of Directors position opposing the requirement for public access easements across the two pedestrian tracts.

The two additional concerns were the adequacy of off-street parking and fire department access to the units that are served by the longer driveways (primarily lots 13-20 and 49-53).

Schools

Response:

Following the public hearing on January 20, 1994, staff arranged for representatives of the school district and the applicant to meet to in an attempt to arrive at the "appropriate mitigation fee" as required in the Mitigated Determination of Nonsignificance (MDNS). As a result of the meeting between the applicant and the school district, in accordance with the conditions of the MDNS, the appropriate mitigation contribution has been determined. Thus, recommended condition 11 should be deleted and recommended condition 14 should be revised to read: **Contribution of \$ 54,394.00 to the Everett School District in lieu of any dedication of land for additional school facilities. Verification of payment by the District is required prior to final plat approval.** Since the MDNS was not appealed, the City's SEPA provisions have been satisfied.

RECEIVED
FEB 14 1994
MILL CREEK
COMMUNITY ASSOCIATION

Pedestrian Trails

As the Commission is aware, the proposed plat contains two (2) tracts, C and GH that are intended to provide pedestrian access from public sidewalks, to other public sidewalks, and to the future public park to be developed on the LKS property south of the subject site. The tracts would remain in private ownership(Amberleigh Homeowners Assoc.) with public access easements.

At the public hearing, the Commission received a letter from the MCCA opposing the provision of public access easements. The letter contained four reasons opposing the public access easements:

- 1) The requirement for the public access easement constitutes a "taking" since in the Association's opinion the easement is a physical invasion of private property;
- 2) The requirement conflicts with the original rezone contract for the Mill Creek PRD which restricting the use of the open spaces in the PRD to PRD residents;
- 3) The public use of the two trails will increase maintenance costs to property owners, compromises security service, reduces the value of the MCCA private trail system and may set a precedent for the remaining five (5) tracts owned by UDC that the association will have common area maintenance and covenants enforcement responsibility; and
- 4) The purpose of the MCCA is to protect desirability of members' property and allowing pedestrian access may expose the association to legal action for failing to protest the public access requirements and the issue in this case is similar to Mill Creek 20.

Response:

The City's physical development form has grown and evolved from a single development with private open spaces to a larger community comprised of a number of individual developments and a growing network of public facilities including sidewalks and parks. As the City has evolved so have the ideas and concerns regarding pedestrian circulation, public access and linking the community with public facilities. This is articulated in the comprehensive plan, **Transportation Policy # 2.01** and has been implemented in the Parkside, Springs, Sunrise, and Parks subdivisions. Consistent with the Comprehensive Plan and past development approvals staff has recommended that public access easements be provided over the pedestrian trail tracts in the Amberleigh development.

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liability"
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KMS

The issues in this case differ from the issues in Mill Creek 20 for the following reasons:

- The two pathways are not physically or functionally connected to the private trail system owned and maintained by the MCCA.
- The public access easements are parcel specific, isolated to the two tracts in the Amberleigh plat. It is not logical to conclude that allowing public access across these two tract somehow implies allowing public access to the nature preserve or other portions of the MCCA trail system.
- The Amberleigh Homeowners Association, not MCCA, will be responsible for maintenance to all private facilities including the pocket park, landscaping tracts and the pedestrian pathways.
- The pathways will link the existing public sidewalks on Mill Creek Road with public sidewalks on the interior of the proposed plat. In the case of Mill Creek 20, the pathway ended at the property line and connection with public sidewalks was anticipated but no development had been proposed. In addition, the City has a commitment for the park land on the property to the south of the subject site and funds for park development have been identified in the City's Capital Facilities Plan. The trails are intended to link the public sidewalk system with the future park.

Please refer to the attached correspondence from the City Attorney regarding the implied legal issues.

Fire protection

Staff has received a question regarding the ability of the fire department to adequately reach all units in the proposed plat, especially those located in the northwest corner (lots 11- 20) and in the southwest corner (lots 49-53).

Response:

The proposed plat has been reviewed with fire district staff. They stated that they can adequately serve all of the residences in the proposed plat; however, they did request to be consulted on hydrant location. Particularly, they have recommended that hydrants be provided on some of the interior courtyards. Recommended condition 27 addresses this matter. Please refer to the attached letter from Fire District No. 7.

Off- Street Parking

Response:

Section 17.22.150 C. MCMC requires two (2) off-street parking spaces per unit for single family and townhouse units. The design of the proposed plat provides a total of four (4) spaces per dwelling unit [two (2) spaces in each garage and two (2) spaces in the driveway for each unit]. Also, consistent with many other neighborhoods in the City, parking will be allowed on one side of the street on all streets in the plat.

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STOEL RIVES BOLEY
JONES & GREY

ATTORNEYS AT LAW
36TH FLOOR
ONE UNION SQUARE
600 UNIVERSITY STREET
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Telephone (206) 624-0900
Telecopier (206) 386-7500 MCI Mail No. 4955830
EasyLink No. 62413580 TDD (206) 628-6208

(206) 386-7546

February 9, 1994



Commissioner Larry Schmidt
Chair, Mill Creek Planning Commission
15728 Mill Creek Blvd.
Mill Creek, WA 98012

Re: Public Trails and Access Easements; Authority to
Condition Plat Approvals

Dear Commissioner Schmidt:

This comes pursuant to the Planning Commission's (Commission) request that our office advise on the authority of the Commission to require private trails and access easements as a condition of plat approval. As more fully discussed below, we conclude that the Commission has only the authority to require public trails and access, and cannot use its plat approval power to create private or exclusionary access rights.

By way of background, the specific plat now at issue is the Amberleigh development. The developers propose to dedicate to the City the streets and sidewalks, including public use easements in two trails located within the Amberleigh development. The trail easements will permit public access through the subdivision and between public roads and sidewalks, but ownership and maintenance responsibilities would remain with the Amberleigh Homeowners Association ("AHA"). The Mill Creek Community Association ("MCCA") requested at the Commission's hearing on January 20, 1994 that the Commission require the trails (or alternatively, the use easements in the trails) be dedicated to AHA and restricted to the private use of MCCA members and/or the residents of the Amberleigh plat.

ANALYSIS

1. Scope of Commission Authority.

State law requires that a proposed subdivision, including any attendant dedications, not be approved unless the

Commissioner Schmidt
February 9, 1994
Page 2

City finds that the subdivision and dedication serves the public use and interest. RCW 58.17.110(2); see also MCMC 16.18.010(C). In particular, the City must affirmatively find under RCW 58.17.110(2) that the proposed subdivision makes:

[A]ppropriate provisions ... for the public health, safety and general welfare, and for such open spaces, ... streets or roads, alleys [and] other public ways ... [and] including sidewalks and other planning features that assure safe walking conditions for students.

The Commission operates as the City's fact finding agency under the authority of these statutes and is required to comply with their requisites. See generally Chapter 35A.63 RCW; RCW 58.17.030. The platting statute cited above explicitly requires the Commission to approve plats only after appropriate public access is provided and makes no mention of similar requirements for private or exclusionary access. Common rules of statutory construction provide that an unambiguous statute should be given its clear meaning and, more importantly, that "where a statute designates a list of things whereupon the statute operates, the inference arises that the legislature intended to omit other things not listed." In Re Eaton, 110 Wn.2d. 892, 898 (1988). We therefore conclude that the Commission explicitly is not charged by statute with providing for private access in subdivisions.

Dedication of access rights to a non-public organization for the exclusive use of its members cannot serve the public use and interest or create public streets or ways. It is commonly recognized that a dedication must comprise a grant of rights to the public. See 11A McQuillan, Mun. Corp. § 33.02 (3d ed. 1991) (hereinafter McQuillan). This rule is consistent with Washington's statutory definition of dedication, which states that a "[d]edication is the deliberate appropriation of land by an owner for any general and public uses." RCW 58.17.020(3).

Case law has further emphasized the requirement that public use is a necessary element of a valid dedication. For example, in Knudsen v. Patton, 26 Wn. App. 134 (1980), the court held that the conveyance of property for the benefit of certain landowners, but not the general public, was not a valid common law dedication of public land. Similarly, devoting the Amberleigh trails to the limited use of MCCA or AHA would limit

Commissioner Schmidt
February 9, 1994
Page 3

access to selected groups, providing no benefit to the general public. Such a result would run afoul of the Knudsen rule and could not constitute a dedication of public land.

2. Distinguishing Private Contract Rights From Public Authority.

A clear distinction exists between private land use contracts and public land use permitting authority. As stated succinctly in 5 Rathkopf's The Law of Zoning and Planning § 57.002:

As an exercise of the state police power to promote the general welfare, zoning is entirely divorced in concept, creation, enforcement, and administration from restrictions arising out of agreements between private parties who, in the exercise of their constitutional right of freedom of contract, can impose whatever lawful restrictions upon the use of their lands that they deem advantageous or desirable. Zoning restrictions and restrictions imposed by private covenants are independent controls upon the use of land, the one imposed by the municipality for the public welfare, the other privately imposed for private benefit. Both types of land use restrictions are held by courts to legally operate independently of one another.¹

As previously noted, the Commission's authority to condition the use of land arises from the Commission's existence as an arm of local government. The Commission therefore has no legal obligation to adopt or enforce private contract rights, and doing so in this instance could violate clear legislative mandates.

In this regard, we note that MCCA has often relied on the 1974 rezone contract executed between Snohomish County and MCCA's predecessor, United Development Corporation (UDC), as authority for MCCA's position on private access. As we have previously advised the Commission, the City's power to require

¹MCCA is, of course, free to purchase, negotiate or otherwise obtain from the developer, and thereafter enforce, a private covenant concerning use of the Amberleigh trails. However, the interplay of such a covenant and an inconsistent public access use is not addressed by this letter.

Commissioner Schmidt
February 9, 1994
Page 4

dedication of public land or easements as a condition of subdivision approval is not limited by the rezone contract. First, the rezone contract was expressly adopted by the City subject to the City's land use power. See Ordinance No. 85-95; Chapter 16.18, MCMC; and Chapter 58.17, RCW. Second, the rezone contract did not restrict the County or its successors from exercising its police power, but in fact expressly retained that power to the relevant governmental authority. Third, the City's obligation to uphold and abide by existing subdivision laws would supersede any contrary provision of the rezone contract. See 5 McQuillan § 19.37 (stating the rule that the police power cannot be contracted away by a state or municipality).

3. Equal Protection.

Beyond that, governmental action favoring one class of citizens to the express disadvantage of another would almost certainly violate the constitutional right to equal protection guaranteed by the 14th Amendment to the U.S. Constitution. "The general rule is that equal protection of the law is denied where public law is applied differently to different persons under [the] same or similar circumstances." 5 McQuillan § 19.13. We have not performed an exhaustive analysis of this issue, but note that the MCCA is asking the Commission to apply the platting statutes differently to the citizens of Mill Creek depending solely on whether they happen to live within or without the boundaries of the original planned residential development (PRD), or in some cases on whether they reside in a subdivision which only abuts such boundaries.

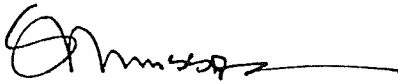
This classification appears similar to that rejected on equal protection grounds in Grader v. Lynnwood, 45 Wn. App. 876 (1986). In that case, a landowner held eleven contiguous platted lots, four of which contained lawful nonconforming uses. The municipal ordinance at issue provided that major alterations on a "site" (defined in part as "a lot or contiguous lots under one owner or single association") would be permitted only after abatement of any nonconforming uses on that site. Thus, when the landowner applied for a permit to develop his remaining lots, the City required as a condition of approval that the existing, legal nonconforming uses be abated. The court concluded that this requirement violated the landowner's equal protection rights because the City had no reasonable grounds for distinguishing between "persons who own contiguous parcels, one of which is the situs of a nonconforming use and the other, the subject of a proposed major alteration" and any other property owner who

Commissioner Schmidt
February 9, 1994
Page 5

wished to develop his land. Id. at 881-82. The same distinction appears to be lacking between property which happens to be within or adjacent to the original Mill Creek PRD boundaries and other property within the City.

For these reasons, we conclude that any condition of subdivision approval requiring a developer to dedicate land or easements for private or exclusive access would be an impermissible exercise of the Commission's authority. Please let us know if you have additional questions or concerns regarding this matter.

Sincerely,
Office of the City Attorney


Scott M. Missall

cc: Planning Commission
Bill Trimm
Joel Haggard, Esq.
Jerry Lutz, Esq.

When recorded return to:

Amberleigh Homeowners' Association
16332 17th Ave. S.E.
Mill Creek WA 98012



201706300283 3 PGS
06/30/2017 10:33am \$75.00
SNOHOMISH COUNTY, WASHINGTON

DOCUMENT TITLE:	AMENDMENT TO DECLARATION
Reference Nos. of Related Documents:	201109010152, 9503300291, 9503305004, 9607190027 200907300006
GRANTOR:	AMBERLEIGH HOMEOWNERS' ASSOCIATION
GRANTEE:	THE PUBLIC
ABBREV. LEGAL DESCRIPTION:	LOTS 1 THRU 88 PLAT REC. #9503305004 VOL 58 PAGES 289-301, <i>AMBERLEIGH</i>
TAX PARCEL NOS.:	00841100000100 thru 00841100008800

AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
AMBERLEIGH HOMEOWNERS' ASSOCIATION

THIS AMENDMENT (hereafter, "this Amendment") TO DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF AMBERLEIGH HOMEOWNERS' ASSOCIATION which were dated August 13, 2011, recorded September 1, 2011 under AF#201109010152 [a restatement of the original Declaration recorded under AF#9503300291 and 9503305004, and amended by Amendments recorded under AF#9607190027 and AF#200907300006] (hereafter referred to as "the Declaration") is made this 29th day of JUNE, 2017 by AMBERLEIGH HOMEOWNERS' ASSOCIATION (hereafter "HOA") after a vote of at least 51% of the owners of lots within the Amberleigh Subdivision.

The purpose of this Amendment is to add a new paragraph 13.4 to the Declaration under Article 13 entitled "Property Restrictions" that will set forth certain restrictions on terms of rental agreements for homes in the Amberleigh Subdivision.

NOW, THEREFORE, in consideration of the foregoing, the following paragraph shall be added to the Declaration:

"13.4 Property Rentals. Homeowners in the Amberleigh Subdivision shall not lease or rent their property to any tenant(s) for a term shorter than six (6) months. Said tenant(s) are required to abide by the Amberleigh Rules and Regulations during their tenancy, a copy of said Rules and Regulations to be provided by the homeowner/landlord at time of rental/lease. As established by Mill Creek Community Association rules, the homeowner/landlord shall provide the HOA with a copy of the rental agreement and contact information for the tenant(s) prior to the tenant's occupancy. Homeowner/landlord shall also provide the HOA with homeowner's contact information while not in residence."

All other terms and provisions of the Declaration shall remain in full force and effect as stated therein.

AMBERLEIGH HOMEOWNERS' ASSOCIATION

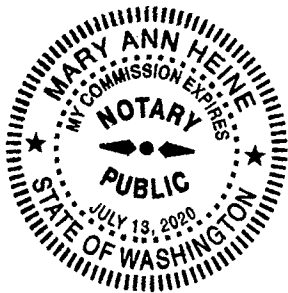
By: 
Its: PRESIDENT

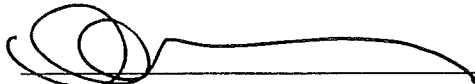
STATE OF WASHINGTON)

COUNTY OF SNOHOMISH)

On this 29 day of June, 2017, before me, the undersigned Notary Public in and for the State of Washington, personally appeared Mark T. Beales, the President of AMBERLEIGH HOMEOWNERS' ASSOCIATION, who executed the foregoing instrument as the free and voluntary act and deed of the Association, for the uses and purposes mentioned therein, and acknowledged that s/he is authorized to execute the said instrument on behalf of the Association.

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




Signature of Notary Public

Mary Ann Heine

Printed Name of Notary

NOTARY PUBLIC in and for the State
of Washington

My Commission Expires: 7-13-2020

ZONING CASE

No. PP93-37
DATE 10-28-93
BY SH

G.W.C.**LAND DEVELOPMENT CONSULTING****8888 45th Pl. W.****Mukilteo, Wa. 98275**

October 19, 1993 General description of the preliminary plat of AMBERLEIGH.

The AMBERLEIGH proposal is for a single family 'Garden Court Townhouse' residential development of 88 lots on a total parcel of 15.019 acres. (See attached preliminary plat application and exhibits.) The plat will be processed utilizing PRD standards, with modifications. The subject site is a portion of the previously approved Mill Creek Sector Plan for Sector 8, which received Division of Development approval from Snohomish County on September 22, 1983. The site is also the remainder of the approved preliminary plat of Miller's Village, which received its' preliminary plat approval from the City on March 12, 1985. The first two divisions of Miller's Village have been improved, the final plats recorded (Miller's Village Divisions 1 and 2A), the homes built and occupied, totaling 76 existing units. This proposal carries on the originally approved concepts of utility service, storm water control, private recreation facilities, and a Sector Plan maximum of not more than 211 dwellings. (As proposed, the total number of homes will be 164.) This proposal incorporates the prior conditions of approval that were imposed by the County and City.

The planned improvements will consist of the construction of: a sanitary sewer collection system, a water distribution system with fire hydrants, a storm drainage collection system with attendant storm water holding facilities to release drainage at pre-development rates and a system of storm water quality biofilter/settling facilities for improving storm water quality. The primary vehicular circulation system will consist of public street improvements to be dedicated to the City of Mill Creek containing concrete curbs and asphalt street paving. An improved private park will be located in the east-central portion of the site for the use of residents. A trail and sidewalk walking system will also be provided within easements/tracts currently planned to be accessible to the general public. Private roadway easements will be established to provide ingress, egress and utility service to the individual lots. These roadway easements will be maintained by the AMBERLEIGH homeowners association and subject to restrictions governing parking and usage. Several tracts and easements will also be established for; entry landscaping, entry monuments, passive tree preservation areas, the private park, the improved 15' landscaped separation from the existing adjacent Miller's Village homes to the proposed homes, trail systems, utility systems, storm water transportation and holding areas and water quality treatment facilities.

Ownership, management and maintenance of all privately owned tracts will be by the AMBERLEIGH homeowners association. Covenants will be established which complement the MCCA and which will additionally provide the AMBERLEIGH homeowners with CC&R's specifically addressing their particular development.

The single family townhouse plat of AMBERLEIGH is to be developed as a plat contained within an approved Sector Plan and PRD. Development approvals will utilize several provisions of PRD 7200 zoning, Townhouse development standards and the flexibility encouraged by the PRD

mechanism providing for responsible and creative development. Development will be consistent with Mill Creek Codes including Titles 15, 16, 17 and 18, respectively governing building, subdivisions, zoning and environment. Consistent with the City's written "intention that flexibility be an incentive for excellence and quality in design" and due to the unique design of this proposal, the developer's desire to distance the garages from the public street frontage and also the architectural style proposed, modifications are hereby requested to Chapter 17 as follows;

17.04.080 This section of Chapter 17 regulates building setbacks. As the majority of the buildings in this proposal are either abutting the exterior 50' tree cutting preserve, or are configured in a fashion that the code did not anticipate, it is requested that the elimination and/or redefinition of building setbacks be conditioned such as to require the final building permit applications to closely conform to the building configurations and locations shown on the approved preliminary plat exhibit(s). Should any significant modification to the approved preliminary plat site plan be requested it is understood that staff may, at their sole discretion, bring said modification back to the Planning Commission and/or Council for approval. For development uniformity it is also requested that, for the purposes of building setbacks, all buildings be treated the same, as townhouses, not single-family, townhouse and duplex lots.

17.04.090 This section of Chapter 17 regulates the coverage of lots with impervious surfacing. Again, the buildings with one or two units are requested to be classified as townhouses for the purposes of impervious coverage, as are the rest of the buildings. A further modification to the maximum individual lot coverage of 65% is requested due to the provision of approximately 3.5 acres of open space and cutting preserve, which, in conjunction with the increased drive area required to accommodate the removal of the garages from the streetscape, pushes the percentage of coverage on a few lots slightly over the 65% requirement. The request is to allow the average lot coverage within the plat of AMBERLEIGH not to exceed 65%.

17.040.090 The last plat modification requested is one of building height. The maximum Townhouse allowable height is 30 feet. The maximum Single Family and Duplex allowable height is 35 feet. Again, we are requesting that all of the buildings be classified and treated equally. Due to the architectural style of the proposal and the 50' exterior street setback afforded by the cutting preserve, it is requested that a maximum building height of 32 feet be allowed. Due to the unique configuration of the lots/units it is further requested that each individual lot/unit be classified as a building, not the entire structure which may contain as many as four lots/dwelling units.

If granted, these modifications will not substantially change the character, basic design, density, open space, building location or arrangement, or requirements and conditions of anticipated preliminary plat approval.

Development will otherwise be consistent with applicable City, County, State and Federal regulations.

April 4, 2000

Mr. Bob Williamson
16326 17th Avenue SE
Mill Creek, WA 98012

RE: ARCHITECTURAL CONTROL COMMITTEE GUIDELINES

Dear Bob:

Judy Thomas is in the process of moving and consequently a very busy lady. We are therefore taking the liberty of submitting the enclosed "floppy disk" with our proposed guidelines. We firmly believe that approval, and distribution of the guideline, should be done as quickly as possible. Spring is here, the season when many outside changes could take place in Amberleigh.

We wholeheartedly agree with the words of Bill Bell: "I suspect that most residents in Amberleigh moved here because of its unique characteristics, and want Amberleigh to maintain this uniqueness. The difficulty in maintaining this uniqueness will hinge on the committee's ability to determine what will enhance this uniqueness and what will not.....A good bamboo pole is judged by its ability to bend without breaking. I see the ACC functioning in this way; having the ability to know when to be flexible, how flexible should they be, and when to be inflexible. We could take a very rigid stance and prohibit changes that would keep Amberleigh as it is today, however, if this position brings resident frustration and hostility, it may not be a pleasant place to live. We need guidelines that will balance individual tastes and desires **with the architectural guidelines to maintain Amberleigh's unique character**. This is not an easy task for the ACC."

We believe our guidelines to be reasonable, with flexibility and inflexibility in the proper areas.

Please review and comment on our guidelines at your earliest convenience.

Marilyn Mace
Ron Murphy
Jim and Georgia Macklin
Shoni Davis

CC: Judy Thomas

DRAFT # - 3/3/2000

AMBERLEIGH HOME OWNERS ASSOCIATION ARCHITECTURAL CONTROL COMMITTEE GUIDELINES

COMMITTEE CHARTER

The Board of Directors has the power to direct the establishment of an Architectural Control Committee (ACC) pursuant to the Declaration of Covenants, Conditions and Restrictions of the Amberleigh Home Owners Association (AHOA) (cross reference 9503305004) Section 3 (Powers of the Board) specifically Section (I), Promulgation of Rules as well as the bylaws of Amberleigh Home Owners Association (AHOA), specifically Section 10, Powers and Duties of the Board of Directors, Paragraph (I), Rules.

The purpose of the Architectural Control Committee (ACC) is to "ensure preservation of the ambiance of Amberleigh." (Declaration of Covenants, Conditions and Restrictions of Amberleigh Homeowners Association, pg. 1)

GENERAL GUIDELINES

Amberleigh is a unique single family development of small, one and two story attached and unattached homes located on small private lots with common green areas and a community park. The architectural style is traditional with Cape Cod and/or Tudor facades. The overall appearance is like that of a small village of similarly styled homes further united by the use of roofing materials (cedar shakes) siding (cedar boards or shakes) paint (pastel shades of cream, gray & tan) and landscaping (grass, shrubs and trees). It is essential that the general appearance of the community remain intact, therefore, no variations to the architectural theme of the area will be approved by the ACC. Roofing materials, siding materials, paint colors, remodeling projects, landscaping projects, etc. must conform, in general, to the original design of the community. Further, it is the responsibility of the homeowner to maintain his/her home in such a manner that its appearance does not detract from the overall appearance of the community.

Please note: Any project/change **may** require the approval of three (3) different committees or agencies. The requirements of these committees/agencies may differ and each will have its own applications for approval, guidelines, and process for obtaining approval.

1. Amberleigh Homeowners Association Architectural Control Committee
2. Mill Creek Community Association Architectural Control Committee
3. City of Mill Creek Building Department

Due to the close proximity of the residences in Amberleigh, certain provisions of the ACC guidelines may be more stringent than those acceptable in other parts of Mill Creek.

ROOFING

The only approved roofing material shall be fire retardant treated cedar shakes that meet the City of Mill Creek current code. All proposed installation of roofing materials shall be approved in writing by the ACC prior to construction.

Replacement of roof must conform to the original architectural style of the roof and roofline.

SIDING MATERIAL/COLOR

Siding must be in keeping with existing materials – cedar boards or cedar shakes. When the four existing homes with LP Siding are faced with replacing the faulty material, the homes must adhere to the original look and be replaced with cedar vertical siding or cedar shake siding.

Outside paint colors (trim, walls, doors) must conform to the original Amberleigh color palette (pastel shades of cream, grey and tan). No more than three (3) colors, plus white, can be used on the outside of home. No two side-by-side homes shall have the same color palette. Refer to the color shades on record with the ACC.

LANDSCAPING AND/OR TREES

All significant limbing, pruning and/or removal of any tree anywhere upon the properties requires the written approval of the ACC prior to commencement.

It is ACC and Board policy that all old growth trees (those on-site before the structure) are protected and will not be removed unless an approved arborist report provides that the tree is dead, dying or dangerous presenting immediate threat to life or property). If permission is granted for removal of old growth tree, replacement is required on a 1 to 1 ratio with a native species tree. If removed without ACC approval, replacement is required on a 1 to 2 ratio.

Landscaping trees require approval for removal, but are not as protected; excepting where planted as replacement for removed old growth tree.

Cutting preserve trees and native vegetation cannot be removed for any reason, including construction, fencing, etc., unless the tree or vegetation is dead, dying or dangerous. An arborist report may be requested by the ACC if they are unable to determine the condition of the tree.

Outside decorations such as fountains, birdbaths, wishing wells, will be allowed but with ACC approval. These are items that are often used by professional landscapers as part of their design and, when done properly, can enhance a well designed yard. **Items such as flamingoes, swing, sets, swimming pools, jungle gyms/playground equipment, exercise equipment will be prohibited**

Exterior Christmas decorations are the only exception to the above rule. These decorations must be removed by Super Bowl Sunday.

**REMODELING/
ALTERATIONS**

All proposed remodeling plans shall be approved in writing by the ACC prior to construction. Minor alterations will be considered by providing the ACC with a clear and concise sketch along with a proposed time frame for completion. Generally, plans with more significant alterations may require the inclusion of detailed architectural plan and drawings submitted by a licensed architect, preferably a member of the AIA.

NOTE: Any modification or addition (planter boxes, awnings, etc.) to the exterior shall be approved by the ACC before commencing.

FENCES

Any alterations/moving/color changes to fences must have ACC approval. Fences must be kept in good repair, and for the preservation of wood, bark should be kept away from the bottom of the fence to prevent rotting.

DRIVEWAYS/PARKING AREAS

No changes to the concrete or concrete aggregate finish will be allowed. All alterations/expansions to driveways will be prohibited.

Homeowners may temporarily park their car in their driveway for a time period not to exceed one week (7-days). RV's will have a 24 hour window of parking – 24 hours for preparing for the trip and 24 hour for unloading from the trip.

No boats, motorcycles, jet skis, trailers, snow mobiles, etc. will be allowed in driveways.

**MAILBOXES/
PAPER DELIVERY BOXES**

The location, color, size, design, lettering and other particulars of mail or paper delivery boxes shall be subject to approval of the ACC.

**SATELLITE DISH
ANTENNAS/EXPOSED**

The Association (AHOA) shall regulate the placement, installation, and use of all outside satellite dish antennas. Prior written approval by the ACC shall be required prior to the placement or installation of any satellite dish antenna upon any property governed by the AHOA. All written requests for the placement and installation of any satellite dish antenna upon any property governed by the AHOA shall include a detailed diagram of the dimensions of the satellite dish antenna and the proposed location of the placement or installation of the satellite dish antenna. Approval by the ACC for any proposed placement or installation shall be conditioned upon compliance with the following guidelines, including any such guidelines as may hereafter be adopted by the ACC. **All outside satellite dish antennas greater than 39 inches in length or diameter, are prohibited.** Satellite dish antennas may be located below eaves, chimneys, or on a ground-level pedestal. Satellite dish antennas shall under no circumstances be mounted on trees. Brightly colored satellite dish antennas are prohibited; neutral gray colors and colors matching the building to which satellite dish antennas are to be attached are permitted. The ACC shall work closely with the submitting member in an attempt to ensure that the location for installation is the best possible for reception, while minimizing impact to the common areas and neighboring properties.

SIGNS

No sign or other advertising device of any character shall be erected on any lot or building site or maintained upon any part of the properties except one sign not larger than eighteen inches by twenty-four (18" X 24") inches advertising the lot site for sale.

Any repairs to the irrigation system caused by the installation or removal of said sign shall be paid for by the homeowner. No "directional signs" shall be allowed within the community or at the entrance.

SAMPLE LETTER – DRAFT #1 – 1/27/2000

AMBERLEIGH HOME OWNERS ASSOCIATION
ARCHITECTURAL CONTROL COMMITTEE

Date:

Name
Address
Address

Dear

The primary purpose of the (Amberleigh Homeowners Association) Architectural Control Committee is to help homeowners maintain Amberleigh as a highly desirable residential neighborhood. Consequently, we have developed covenants and restrictions to aid in that process. These covenants and restrictions are based on the original Amberleigh covenants and bylaws as well as on the Mill Creek Community Association governing documents and architectural guidelines.

It has come to our attention that you have violated our covenants and restrictions by failing to apply for exterior paint color approval, and have painted your house bright purple.

The color purple is not a part of the palette of colors approved for residences in Amberleigh and is not acceptable. Your house must be repainted. All exterior paint colors must be approved by:

1. The Amberleigh Architectural Control Committee
2. The Mill Creek Community Association Architectural Control Committee

I am enclosing a copy of the Amberleigh Homeowners Association Plan and Specification Review Determination. Please complete this application by _____ and forward it to _____ for consideration. The application will be approved or disapproved within ten (10) days and returned to you. Upon color approval you will have _____ to have your house repainted.

Thank you for your cooperation in this matter.

Sincerely,

Amberleigh Homeowners Association
Architectural Control Committee

SAMPLE FORM – DRAFT#2 – 3/3/2000

Amberleigh Homeowners Association
Architectural Control Committee
Plan and Specification Review Determination

1. General Information:

Date: _____

Name: _____

Phone No: _____

Address: _____

Lot No: _____

3. Type of Review Requested:

A. **PAINT:** (please attached paint color chip)

B. **FENCE:** _____

C. **LANDSCAPING/TREES:** _____

D. **BUILDING
REMODEL/ADDITION:** _____

(Please use back of form to provide a sketch which clearly illustrates the project)

Approval subject to: _____

Rejected because: _____

Approved () Rejected () Date _____

Approved () Rejected () Date _____

Approved () Rejected () Date _____

ACC Guidelines

2/17/00 6:26:29 PM Pacific Standard Time

From: wilbel@halcyon.com (william bell)

To: jthomas39@aol.com

Judy, I read through the committee's guidelines again after our meeting on Wednesday. The ACC worked very hard and produced an excellent draft. Our discussions at the board meeting were encouraging and I'm confident that we can come up with solid architectural guidelines that will be acceptable to all residents of Amberleigh.

Let me give you some general observations before I list specific concerns. I suspect that most residents in Amberleigh moved here because of its unique characteristics and want Amberleigh to maintain this uniqueness. The difficulty in maintaining this uniqueness will hinge on the committee's ability to determine what will enhance this uniqueness and what will not. What we have in Amberleigh today is not absolutely perfect. Other architects could produce design changes that would make Amberleigh even more attractive while maintaining its unique character.

A good bamboo pole is judged by its ability to bend without breaking. I see the ACC functioning in this way; having the ability to know when to be flexible, how flexible should they be and when to be inflexible. We could take a very rigid stance and prohibit changes that would keep Amberleigh as it is today, however, if this position brings resident frustration and hostility, it may not be a pleasant place to live. We need guidelines that will balance individual tastes and desires with the architectural guidelines to maintain Amberleigh's unique character. This is not an easy task for the ACC.

The following are my comments on specific areas:

1. General Guidelines - I agree with the ACC's guidelines as to roofing, siding material/color. I generally agree with the section on remodeling but would prefer some flexibility rather than the absolute statement "The exterior building envelope cannot be altered in any way." To deny residents any opportunity for change implies that Amberleigh's ambience is perfect as is and that any alterations would diminish its uniqueness. I believe we should give residents an opportunity to present proposals. I like how Bob Williamson stated it on page 1 of his draft under Variations. To make this statement stronger we could add that remodeling plans must be designed by a licensed architect, preferable a member of the AIA. This would insure that plans would not deviate from Amberleigh's current "village" look. The ACC would still have the opportunity to approve or disapprove any proposals.

2. Landscaping and/or Trees - This is an area where greater flexibility can be given to residents. I agree with the guidelines as to "limbing, pruning and/or removal of trees." However I think we need greater flexibility in what the ACC guidelines refer to as "outside decorations." We need to make a distinction between "deer, flamingoes, swing sets, swimming pools, jungle gyms/ playground equipment, exercise equipment" and normal landscaping items as fountains, birdbaths, wishing wells, etc. Professional landscapers use these items as part of their design and when properly done they enhance a well designed yard. We should give residents an opportunity to express some individual desires when it comes to landscaping. If we don't Amberleigh will appear as a village without any

→ Duchan won an award for Amberleigh

obtain
Bob Williamson
draft?

individual expression and will look like a sterile community, everything looking the same. I believe we can come up with wording that will satisfy the ACC, allow flexibility, but eliminate ornamental decorations such as deer and flamingoes, etc.

3. Driveways/Parking Areas - The only change I suggest is to add the word "common" when referencing driveways. I don't believe that we can prohibit residents from parking cars in their own driveway. It would be impossible to enforce.

4. Storage of Miscellaneous material (Blue Tarps). Most residents keep barbecues, furniture and other outdoor living items on their patios. I suggest that we word this section in a way to eliminate using the patio for storage purposes but permit covers for normal patio furniture. I suppose we could prohibit blue tarps and require white or a neutral color, but I think it would be difficult to enforce.

Rule

5. Enforcement - We need to keep in mind that whatever is included in the ACC guidelines should be enforceable. If a specific guideline cannot be enforced, it should not be included. Failure to enforce guidelines gives justification to residents to ignore other guidelines.

The La Bouy situation is a case in point. I had several unhappy residents talk to me in January. A common statement was "if we aren't going to hold him accountable why should we abide the guidelines." The Amberleigh board and/or the ACC may have to pressure MCCA to hold him accountable to what he submitted and what was approved. Apparently he has gone beyond what was submitted and approved. As long as this situation continues, enforcing our guidelines will be difficult.

★ 5. Power and Authority. - Bob Williamson, in his draft, indicates that Amberleigh does not have any power or authority to regulate or control architectural matters because we are sub-division of MCCA and this responsibility is omitted from Amberleigh's CCR's. If Bob's interpretation is correct then our more stringent guidelines may be overruled or ignored when we make our recommendations. If MCCA is willing to give us the power and authority then we would be in a better position.

*again
what draft?
and about this*

Judy, we are leaving for California on Friday and won't be back until March 10th. I hope these comments and suggestions are helpful.

Regards

Bill Bell
425-338-0469

----- Headers -----

Return-Path: <wilbel@halcyon.com>

Received: from rly-yh03.mx.aol.com (rly-yh03.mail.aol.com [172.18.147.35]) by air-yh01.mail.aol.com (v67_b1.24) with ESMTP; Thu, 17 Feb 2000 21:26:29 -0500

Received: from mail4.halcyon.com (mail4.halcyon.com [206.63.63.62]) by rly-yh03.mx.aol.com (v67_b1.24) with ESMTP; Thu, 17 Feb 2000 21:26:16 -0500

Received: from wilbel.halcyon.com (evt-lx100-ip31.nwnexus.net [204.57.235.31])

FAX

Attn: Judy

Office: _____

Phone: _____

Fax No: (425) 338-5482

Date: _____ No. Pages (incl cover): (5)

From
Robert Ricketts, CRS

Fax: (425) 481-9353
Office: (425) 481-6666
Mobile: (425) 356-9600

E-Mail:
ricketts@seanet.com

Web site:
http://www.millicreekhomes.com/R_E_Services

Message:

- ♦ Great Job, I THINK YOUR GROUP DID
- ♦ A LOT OF HARD WORK & IT SHOWS.
- ♦ HERE IS YOUR DRAFT 1-27-2000 WITH
- ♦ MY SUGGESTIONS. IT LOOKS LIKE MORE
- ♦ "CHANGES" THAN THERE REALLY IS, SOME

♦ THE ORDER OF SENTENCES ETC. PLS
♦ CALL IF YOU CAN'T MAKE OUT MY
COMMENTS/ SUGGESTIONS
Thanky Robert Ricketts



Windemere

Windemere Real Estate/Mill Creek, Inc.

Confidentiality Notice

These documents are expressly for the use of the addressed recipient. If you receive this transmission in error, please notify the sender immediately.

Judy.
425-338-5482
338-2065
FAY
HM

TONYSE

J. THOMAS.

7:30

DRAFT # - 1/27/2000

1817-16340

AMBERLEIGH HOME OWNERS ASSOCIATION ARCHITECTURAL CONTROL COMMITTEE GUIDELINES

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OK AS
is

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It is ACC and Board policy that all old growth trees (those on-site before the structure) are protected and will not be removed unless an approved arborist report provides that the tree is dead, dying or dangerous presenting immediate threat to life or property). If permission is granted for removal of old growth tree, replacement is required on a 1 to 1 ratio with a native species tree. If removed without ACC approval, replacement is required on a 1 to 2 ratio.

Landscaping trees require approval for removal, but are not as protected; excepting where planted as replacement for removed old growth tree.

Cutting preserve trees and native vegetation cannot be removed for any reason, including construction, fencing, etc., unless the tree or vegetation is dead, dying or dangerous. An arborist report may be requested by the ACC if they are unable to determine the condition of the tree.

For ease of maintenance, and preservation of continuity of appearance, all outside decorations including fountains, sculptures, birdbaths, or any other ornamental items (deer, flamingoes, swing sets, swimming pools, jungle gyms/playground equipment, exercise equipment, etc.) – ~~visible from the street or common areas, will be prohibited.~~ *installed in*

Exterior Christmas decorations are the only exception to the above rule. These decorations must be removed by Super Bowl Sunday.

The exterior building envelope cannot be altered in any way. No garage can be modified to convert into living space or a workshop. Minor alterations will be considered by providing the ACC with a clear and concise sketch along with a proposed time-frame for completion. All proposed remodeling plans shall be approved in writing by the ACC prior to construction.

Generally, plans which - - -

more significant alterations may require
the inclusion of detailed ^{ARCHITECTURAL} plans ~~and~~ & drawings.

NOTE: ANY MODIFICATION TO THE EXTERIOR
awnings, etc)

~~REDACTED~~ SHALL BE APPROVED IN WRITING BY THE

Any alterations/moving/color changes to fences must have ACC approval. Fences must be kept in good repair, and for the preservation of wood, bark should be kept away from the bottom of the fence to prevent rotting.

No changes to the concrete or concrete aggregate finish will be allowed. All alterations/expansions to driveways will be prohibited.

Homeowners may temporarily park their car in their driveway for a time period not to exceed one week (7-days). RV's will have a 24 hour window of parking – 24 hours for preparing for the trip and 24 hour for unloading from the trip.

No boats, motorcycles, jet skis, trailers, snow mobiles, etc. will be allowed in driveways.

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Add the following:

ANY REPAIRS TO THE
IRRIGATION SYSTEM CAUSED
BY THE INSTALL OR REMOVAL
OF SAID SIGN SHALL BE
PAID FOR BY THE HOMEOWNER.
NO "DIRECTIONAL SIGNS"
SHALL BE ALLOWED WITHIN
THE COMMUNITY OR AT THE
ENTRANCE.

SIGNS

No sign or other advertising device of any character shall be erected on any Lot or building site or maintained upon any part of the properties except one sign not larger than eighteen inches by twenty-four (18" X 24") inches advertising the Lot site for sale.

**MECHANICAL
EQUIPMENT/ HOT TUBS**

Heat pumps, air conditioners, propane tanks, hot tubs, hot tub pumps, solar devices, chimney flues, and similarly exposed mechanical equipment shall be aesthetically concealed from view on all sides. Equipment shall be located and mitigated, if necessary, so as to control the level of noise in a manner which promotes the use, value, and enjoyment of property; sleep and quality of environment. All proposed additions of above mechanical devices AND enclosures to screen such equipment (i.e. natural landscaping, fencing, lattice work) must be approved in writing by the ACC prior to installation.

PETS/PET FENCES

All pets must be walked on a leash and droppings must be cleaned up.

No chain link or similar metal fences or metal dog pens shall be allowed on the properties. All outside accommodations for pets must have approval of the ACC.

STORAGE OF MISCELLANEOUS MATERIAL (BLUE TAP)

No blue tarps (~~or any other plastic covers or color~~) will be allowed except for short-term emergency purposes. ~~This includes covers for furniture, barbecues, air conditioners, etc. that are visible from the street or common areas.~~

No outside storage of any kind, including building materials, will be allowed. ~~GARDEN GREEN HOUSES, STORAGE SHEDS, PLAYHOUSE~~
 ACQUIRE APPROVAL OF THE AG PRIOR TO CONSTRUCTION.
 Temporary or permanentawnings or screen doors ~~are prohibited~~
~~are prohibited in the back~~ PRIOR TO
 INSTALLATION

**TEMPORARY OR
PERMANENT AWNINGS
SCREEN DOORS**

~~STORAGE BUILDING
GREEN HOUSES
PLAY HOUSES~~

Garden green houses, storage sheds, and playhouses are prohibited removal as the A.C.C. prior to construction

**PLASTIC/VINYL
FIBERGLASS**

No plastic, vinyl or fiberglass materials will be allowed for building such items as window planters, railings, decks, etc. Exceptions are small, unobtrusive planter boxes, and plastic patio furniture on private patio areas or front porch.



1201 Third Avenue
Suite 3100
Seattle, Washington 98101

Law Offices of

KRUTCH LINDELL

*A Professional Service Corporation
Established 1957*

CLIENT'S COPY

Phone: (206) 682-1505
Fax: (206) 467-1823
email: housh@msn.com

September 9, 1999

DIRECT LINE: (206) 892-3108

VIA FIRST-CLASS MAIL AND CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Amberleigh Homeowners Association
c/o Bob Williamson
16326 17th Avenue SE
Mill Creek, Washington 98012

Re: Mill Creek Community Association

Dear Mr. Williamson:

I am the attorney for the Mill Creek Community Association. I have been contacted regarding your continued refusal to satisfactorily respond to complaints or otherwise comply with requested action in connection with the maintenance of the landscaped area between the Amberleigh and the Miller's Village divisions (more specifically, between the Amberleigh fencing and the Miller's Village property line).

As you know, by numerous letters (including most recently a letter dated July 26, 1999), you were requested to properly and continuously landscape the area in question, including the removal and replanting of dead trees and plants.

All property at Mill Creek is held, transferred, sold, and conveyed subject to the conditions, restrictions, covenants, reservations, easements, and charges set forth in the previously-recorded Declaration of Restrictive Covenants of Mill Creek Community Association. The covenants and restrictions of the Mill Creek Declaration are enforceable by the Association. More specifically, the Association has the express right to enforce by any proceeding at law or in equity all restrictions, covenants, and reservations imposed by the provisions of the Mill Creek Declaration.

Included in the Mill Creek Declaration are restrictions and requirements in connection with the use of property by owners at Mill Creek, including, but not limited to, yard maintenance standards. The yard maintenance standards, as expressly spelled out in Article 7 of the Mill Creek Declaration, require, in part, mowing, fertilizing, watering, edging, removal of weeds, errant grass, and dead vegetation. As further set forth in Section 7.1.3 of the Mill Creek Declaration, the failure to properly maintain the subject property constitutes "an annoyance or nuisance to the neighborhood" which "detracts from its value as a high-class residential district."



Thomas W. Bingham
Jeffrey C. Jones
Richard F. Krutch

Rocky V. Lindell
Gregory S. Petrie

Of Counsel:

Ronald G. Housh, P.S.

Amberleigh Homeowners Association
September 9, 1999
Page 2

The Mill Creek Declaration goes on to provide, in part, that in the event of any lawsuit to enforce the provisions of the Declaration, the defendant homeowner in such action shall be liable for the Association's court costs, disbursements, and reasonable attorney's fees. The purpose of this letter is to request immediate compliance by you with the Mill Creek Declaration. More specifically, it is requested that you immediately (and hereafter continuously) maintain the subject area in compliance with the above-referenced guidelines.

I trust you will give this matter your most immediate attention, recognizing that your failure to comply with the above request may result in the commencement of a civil action against you in the Snohomish County Superior Court seeking the entry of an order not only requiring strict compliance with the Mill Creek Declaration, but also requiring your payment of all attorney's fees and costs incurred on behalf of the Association.

If you have any questions regarding the above, do not hesitate to contact me. Thank you.

Very truly yours,

KRUTCH LINDELL

Ronald G. Housh
Of Counsel

RGH/mrt
cc: Mill Creek Community Association



1201 Third Avenue
Suite 3100
Seattle, Washington 98101

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*A Professional Service Corporation
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Seattle Affiliate
of



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If you have any questions regarding the above, do not hesitate to contact me. Thank you.

Very truly yours,

KRUTCH LINDELL

Ronald G. Housh
Of Counsel

RGH/mrt

cc: Mill Creek Community Association



1201 Third Avenue
Suite 3100
Seattle, Washington 98101

Law Offices of
KRUTCH LINDELL

*A Professional Service Corporation
Established 1957*

CLIENT'S COPY

Phone: (206) 682-1505
Fax: (206) 467-1823
email: housh@msn.com

September 9, 1999

DIRECT LINE: (206) 892-3108

VIA FIRST-CLASS MAIL AND CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Greg and Madeline Korver
3116 149th Place SE
Mill Creek, Washington 98012

Re: Mill Creek Community Association

Dear Mr. and Mrs. Korver:

I am the attorney for the Mill Creek Community Association. I have been contacted regarding your placement of what has been described as a large treehouse on your property.

The Declaration of Restrictive Covenants of Mill Creek Community Association expressly provides in Section 8.2.1 that the Architectural Control Committee has the right to review and either approve or reject all plans and specifications for any structure to be constructed within the Mill Creek properties. In other words, no structure is to be erected or placed on any Mill Creek property without plans having first been submitted to the Architectural Control Committee for approval or disapproval.

The purpose of this letter is to request that, **ON OR BEFORE SEPTEMBER 20, 1999**, you submit in writing to the Architectural Control Committee an application for approval or disapproval of the subject treehouse. Appropriate forms may be obtained by contacting the Association Executive Administrator at 425-743-9544

All property at Mill Creek is held, transferred, sold, and conveyed subject to the conditions, restrictions, covenants, reservations, easements, and charges set forth in the previously-recorded Declaration of Restrictive Covenants of Mill Creek Community Association. The covenants and restrictions of the Mill Creek Declaration are enforceable by the Association. More specifically, the Association has the express right to enforce by any proceeding at law or in equity all restrictions, covenants, and reservations imposed by the provisions of the Mill Creek Declaration.

I trust you will give this matter your most immediate attention, recognizing that, unless and until your application is submitted to the Architectural Control Committee and



Thomas W. Bingham
Jeffrey C. Jones
Richard F. Krutch

Rocky V. Lindell
Gregory S. Petrie

Of Counsel:

Ronald G. Housh, P.S.

Greg and Madeline Korver
September 9, 1999
Page 2

approval in accordance with all applicable standards is obtained, the subject treehouse is and will continue to be an unapproved, prohibited structure within Mill Creek.

If you have any questions regarding the above, do not hesitate to contact me.

Very truly yours,

KRUTCH LINDELL

Ronald G. Housh
Of Counsel

RGH/mrt
cc: Mill Creek Community Association



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September 9, 1999

DIRECT LINE: (206) 892-3108

VIA FIRST-CLASS MAIL AND CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Lori Cooper
2203 158th Street SE
Mill Creek, Washington 98012

Re: Mill Creek Community Association

Dear Ms. Cooper:

I am the attorney for the Mill Creek Community Association. I have been contacted regarding your continued refusal to respond to complaints or otherwise comply with requested action in connection with the maintenance of your yard and fence at 2203 158th Street SE, Mill Creek, Washington.

As you know, by numerous letters (including most recently a letter dated July 8, 1999), you were requested to properly and continuously maintain your yard by weeding, etc. and to replace the boards on the fence which have broken off at the bottom end.

All property at Mill Creek is held, transferred, sold, and conveyed subject to the conditions, restrictions, covenants, reservations, easements, and charges set forth in the previously-recorded Declaration of Restrictive Covenants of Mill Creek Community Association. The covenants and restrictions of the Mill Creek Declaration are enforceable by the Association. More specifically, the Association has the express right to enforce by any proceeding at law or in equity all restrictions, covenants, and reservations imposed by the provisions of the Mill Creek Declaration.

Included in the Mill Creek Declaration are restrictions and requirements in connection with the use of property by owners at Mill Creek, including, but not limited to, yard maintenance standards. The yard maintenance standards, as expressly spelled out in Article 7 of the Mill Creek Declaration, require, in part, mowing, fertilizing, watering, edging, removal of weeds, errant grass, and dead vegetation. As further set forth in Section 7.1.3 of the Mill Creek Declaration, the failure to properly maintain your yard constitutes "an annoyance or nuisance to the neighborhood" which "detracts from its value as a high-class residential district."

Seattle Affiliate
of



Thomas W. Bingham
Jeffrey C. Jones
Richard F. Krutch

Rocky V. Lindell
Gregory S. Petrie

Of Counsel:

Ronald G. Housh, P.S.

Lori Cooper
September 9, 1999
Page 2

The Mill Creek Declaration goes on to provide, in part, that in the event of any lawsuit to enforce the provisions of the Declaration, the defendant homeowner in such action shall be liable for the Association's court costs, disbursements, and reasonable attorney's fees. The purpose of this letter is to request immediate compliance by you with the Mill Creek Declaration. More specifically, it is requested that you immediately (and hereafter continuously) maintain your yard in compliance with the above-referenced guidelines, and that, if you have not done so already, you replace the boards on the fence which have broken off at the bottom end. The subject fence also needs to be cleaned and/or otherwise treated on a regular basis.

I trust you will give this matter your most immediate attention, recognizing that your failure to comply with the above request may result in the commencement of a civil action against you in the Snohomish County Superior Court seeking the entry of an order not only requiring strict compliance with the Mill Creek Declaration, but also requiring your payment of all attorney's fees and costs incurred on behalf of the Association.

If you have any questions regarding the above, do not hesitate to contact me. Thank you.

Very truly yours,

KRUTCH LINDELL

Ronald G. Housh
Of Counsel

RGH/mrt

cc: Mill Creek Community Association

PS: In addition, I am advised that, in late July, a brush pile (approximately 4 feet by 5 feet in dimension) was placed in front of the fence along the side of your house. If not done so already, that brush pile also needs to be removed. Thank you.



1201 Third Avenue
Suite 3100
Seattle, Washington 98101

Law Offices of

KRUTCH LINDELL

*A Professional Service Corporation
Established 1957*

CLIENT'S COPY

Phone: (206) 682-1505
Fax: (206) 467-1823
email: housh@msn.com

September 9, 1999

DIRECT LINE: (206) 892-3108

VIA FIRST-CLASS MAIL AND CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Mahmood Elham Shafiee
2928 152nd Place SE
Mill Creek, Washington 98012

Re: Mill Creek Community Association

Dear Mr. Shafiee

I am the attorney for the Mill Creek Community Association. I have been contacted regarding your continued refusal to respond to complaints or otherwise comply with requested action in connection with the maintenance of your yard at 2928 152nd Place SE, Mill Creek, Washington.

As you know, by numerous letters (including most recently a letter dated July 26, 1999), you were requested to comply with requests otherwise set forth in a previously-mailed June 21, 1999 letter. More specifically, you have been requested to "clean up your yard" (i.e. mow, fertilize, water, edge, remove weeds, errant grass and dead vegetation, etc.), remove or replace a fence which has been in a state of major disrepair for some time, and make application to the Architectural Control Committee for the approval of a satellite dish situated on your property which was not previously approved.

All property at Mill Creek is held, transferred, sold, and conveyed subject to the conditions, restrictions, covenants, reservations, easements, and charges set forth in the previously-recorded Declaration of Restrictive Covenants of Mill Creek Community Association. The covenants and restrictions of the Mill Creek Declaration are enforceable by the Association. More specifically, the Association has the express right to enforce by any proceeding at law or in equity all restrictions, covenants, and reservations imposed by the provisions of the Mill Creek Declaration.

Included in the Mill Creek Declaration are restrictions and requirements in connection with the use of property by owners at Mill Creek, including, but not limited to, yard maintenance standards. The yard maintenance standards, as expressly spelled out in Article 7 of the Mill Creek Declaration, require, in part, mowing, fertilizing, watering, edging, removal of weeds, errant grass, and dead vegetation. As further set forth in Section 7.1.3 of the Mill Creek Declaration, the failure to properly maintain your yard constitutes "an annoyance or nuisance to the neighborhood" which "detracts from its value as a high-class residential district."



Thomas W. Bingham
Jeffrey C. Jones
Richard F. Krutch

Rocky V. Lindell
Gregory S. Petrie

Of Counsel:

Ronald G. Housh, P.S.

Mahmood Elham Shafiee
September 9, 1999
Page 2

The Mill Creek Declaration also provides in Section 9.1.6 that prior written approval by the Architectural Control Committee is required prior to the placement or installation of any aerial, antenna, or satellite dish antenna upon any Mill Creek property.

The Mill Creek Declaration goes on to provide, in part, that in the event of any lawsuit to enforce the provisions of the Declaration, the defendant homeowner in such action shall be liable for the Association's court costs, disbursements, and reasonable attorney's fees. The purpose of this letter is to request immediate compliance by you with the Mill Creek Declaration.

More specifically, it is requested that you comply as follows:

1. By immediately (and hereafter continuously) maintaining your yard in compliance with the above-referenced guidelines.
2. By removing or replacing the fence which has been in a state of major disrepair **NO LATER THAN FRIDAY, SEPTEMBER 24, 1999.**
3. By submitting to the Architectural Control Committee for approval or disapproval specific plans in connection with the previous installation of the satellite dish; appropriate forms may be obtained by contacting the Association Executive Administrator at (425) 743-9544. Your submittal to the Architectural Control Committee must be made **NO LATER THAN FRIDAY, SEPTEMBER 24, 1999.**

I trust you will give this matter your most immediate attention, recognizing that your failure to comply with the above request may result in the commencement of a civil action against you in the Snohomish County Superior Court seeking the entry of an order not only requiring strict compliance with the Mill Creek Declaration, but also requiring your payment of all attorney's fees and costs incurred on behalf of the Association.

If you have any questions regarding the above, do not hesitate to contact me. Thank you.

Very truly yours,

KRUTCH LINDELL

Ronald G. Housh
Of Counsel

RGH/mrt
cc: Mill Creek Community Association

Robert P. Williamson
16326 - 17th Ave. S.E.
Mill Creek, WA 98012
(425) 338-2242

March 21, 2002

To: Amberleigh Directors

Re: Comments on Oracle #14

I am writing on behalf of myself and the other Amberleigh homeowners who noticed some errors in the recent Amberleigh Oracle newsletter. The letter contained some references to the Amberleigh Rules that are mistaken or misleading at best. Consider the following examples:

Street Parking. Parking on city streets is permitted by the City of Mill Creek. The MCCA Rules are silent with respect to residential parking on streets, and MCCA would be powerless to regulate any such uses even if it chose to attempt imposing any restrictions on this subject. The Amberleigh Rules are silent with respect to residential parking on streets, and Amberleigh would be powerless to regulate any such uses even if it chose to attempt imposing any restrictions on this subject. In short, street parking is fully within the prerogative of all persons. Yet, the Oracle implies (actually it outright states) that street parking is "in violation of our regulations". Completely wrong. Creating this erroneous impression only gives rise to bruised feelings by those who blindly believe it. Future Oracles should dispel this incorrect impression.

Scope of the Amberleigh Rules. The Oracle suggests that there have been violations of Amberleigh's Rules, but the items referenced have nothing to do with the Amberleigh Rules. For example, only the MCCA Rules address the topic (or can address the topic) of holiday decorations, not the Amberleigh Rules. For example, only the MCCA Rules address the periodic necessity of maintaining (re-painting) the outside of one's home, not the Amberleigh Rules. If anyone perceives that any such violations of MCCA Rules may be occurring, he or she must complain to MCCA, not Amberleigh. To go on and imply that Amberleigh's Board has any authority to regulate these topics or to impose "fines established by the [Amberleigh] Board" for such topics is wrong and undermines the MCCA's authority as well as Amberleigh's claim to responsible authority. Such confusions should be avoided. Amberleigh has authority to comment on architectural modifications and front yard landscaping - ONLY. Can we please develop an understanding of this limited role at the upper levels? Future Oracles should clarify this issue.

Very Truly Yours,

Bob Williamson

❖ Amberleigh Oracle ❖

No. 14

March 10th 2002

Annual Membership Meeting

There was not a quorum at our annual meeting to vote on the 3 items of business, therefore a ballot was sent to all Homeowners with the following results:

(1) 72% of the Homeowners approved the 2002 annual budget.

(2) 72% of the Homeowners agreed to waive the annual financial records audit.

The books and financial records of Amberleigh were reviewed by Leroy Stave & Robert Williamson and were found to conform with generally accepted accounting principals and fairly represent the Association's financial status.

(3) Election of Directors. Tony Munko (returning Board Member) and Phyllis Lufkin (New Board Member) were unanimously voted in by the Homeowners.

Due to all the busy schedules during December and comments at the annual meeting, the 2002 annual meeting will be held the first week in December AND a Proxy Ballot will be sent out with the meeting notification to be used by those Homeowners who cannot attend.

First Quarter Dues

We are pleased to inform everyone that 100% of our first quarter dues were paid on time. **Thank You**, this makes Tony's job much easier.

Landscape

The planned replanting and certain relocation of our landscape is 100% complete.

During 2001 the Homeowners overwhelmingly approved a changover from bark mulch to a top soil ground cover. The first phase of this ground cover will begin in early March. The park and common areas will retain the bark mulch.

Amberleigh's Rules and Regulations.

The board developed a set of Rules and Regulations for Amberleigh to ensure the maximum enjoyment of the neighborhood by all residents. Unfortunately, we have far too many covenant violations. Following are the most common:

◆ Christmas decorations & lights are still up!!

◆ Paint peeling on trim and body. Get your bids, **AND Amberleigh Architectural Control Committee approval (AACC)** as the painting season is fast approaching.

◆ Parking on streets. Our streets are narrow and besides being in violation of our regulations it creates a safety issue by causing others to pull around into blind areas and oncoming vehicles.

◆ Pets

Cats and dogs are not allowed to be outside without being on a leash.

Obey the Mill Creek "pooper scooper" law. We had one situation where a homeowner witnessing another homeowner not picking up her dog's droppings, politely reminded her of the ordinance, was completely ignored and proceeded to leave the fresh pile of dog doo. Keep them leashed and pick it up or be prepared for receiving a fine.

For excessive barking, call Mill Creek Animal Control 337-1115.

◆ Feeding the animals

Rats happen to like the same food as those cute little squirrels. Mill Creek in general has a reoccurring rodent infestation problem. Let's not be part of the problem, please take down your squirrel feeders.

Due to the increasing frequency of these and other covenant violations, Homeowners violating Covenant, Rules and Regulations can expect to receive a notice followed by fines established by the Board.



October 2, 1998

Mr. Aaron Golden
William E. Buchan Inc.
11555 Northrup Way
Bellevue, WA 98004

Subject: Amberleigh common area

Mr. Golden;

I have had a number of visits and phone calls to my office in regards to the Amberleigh common area and trees that residents consider unsafe which you have neglected to remove.

As you know, the coming winter is predicted to be an especially heavy one, and it is the Associations concern that if these trees are not taken out before winter the damage that they could possibly cause will be very regretful.

MCCA tree cutting policy **requires** that dead, dying and dangerous trees be removed from Association property. I have enclosed a tree-cutting permit for you to fill out and return to our committee for approval. All tree cutting requires prior approval from MCCA's Architectural Control Committee unless the trees in question are still under the auspices of the City of Mill Creek as part of the maintenance bond. *The City as well would require a permit to take these trees down.*

Please contact me in regards to this issue, as soon as possible and let me know your intentions. Amberleigh resident John Robinson can help you locate the trees in question. He can be reached at (425) 379 8161.

Thank you,

A handwritten signature in black ink, appearing to read "Mary Ann Baggenstos". The signature is stylized with large, flowing loops.

Mary Ann Baggenstos
Executive Administrator



October 27, 1997

Mr. Aaron Golden
WILLIAM E. BUCHAN, INC.
11555 Northrup Way
Bellevue, WA 98004

SUBJECT: Amberleigh Common Areas

Dear Aaron:

I am forwarding this letter to confirm issues we discussed recently regarding matters relating to trees and fencing within the Amberleigh properties. First, as discussed there are three (3) dead pyramadalis alongside the trail from Amberleigh into the Millers' Village complex. According to the Restrictive Covenants of the community, all dead trees are to be removed. I thank you for passing this matter onto your site foreman.

The other matter discussed was a fence constructed behind a unit backing onto Mill Creek Road, not far from the trail leading from the sidewalk along Mill Creek Road into the complex. As stated, this particular fencing has been installed with the unfinished side facing the sidewalk and Mill Creek Road. According to MCCA fencing guidelines, the finished side must face the neighboring properties and/or common areas. Therefore, this fence must be reconstructed to meet the guidelines.

In a related matter, the Association Office has received a copy of a letter sent to your company from Amberleigh resident John V. Robinson. A copy is enclosed for your review. I would like to remind you that MCCA tree cutting policy requires that dead, dying and dangerous trees be removed from the property. Also, all tree cutting is to be approved, in writing, by the MCCA Architectural Control Committee (ACC) prior to commencement. This would include common area trees as well as those on privately owned property. This approval will be required unless the trees in question are still under the control of the City of Mill Creek as part of construction of the approved plat.

Finally, regarding the reported paint and roofing matters, the Restrictive Covenants require that all painted surfaces be properly maintained and that roofs be cleaned and/or treated for moss and plant growth. Therefore, these matters may require your attention.

1824 163rd Pl. S.E.
Mill Creek, WA. 98012
October 22, 1997

Mr. William E. Buchan
William E. Buchan Inc.
11555 Northup Way
Bellevue, WA. 98004

OCT 27 1997
MILL CREEK
COMMUNITY CENTER

Via Registered Mail

Dear Mr. Buchan:

Re: Plot No. 74, Amberleigh

My wife and I are the owners of the reference home. The purpose of this letter is to advise you of several matters relating to our home which require your attention. These are as follows:

1. There is a tree situated about 30 feet behind our home in the common area which presents a high probability of collapsing in the near future. The tree is over 100 feet tall; about 4 feet in diameter; top-heavy; has exposed roots; is leaning heavily in the direction of our home; and exhibiting removal of bark on the side away from our home due, presumably, to the pressure exerted by the canting of the tree. I have been advised by persons familiar with such matters (but not by an arborist) who examined the tree that the tree presents a very real threat to our home and adjoining properties. In that we are entering a season where we can expect high winds and that there are few trees around this particular tree to shield it from the wind (having been removed by the construction activities), I believe it imperative that the tree be removed at the earliest possible opportunity. As a first step, I suggest and request that you arrange for an arborist to examine the tree as soon as possible.

2. There is another tree, even larger than the one mentioned above, which is inside our courtyard and less than 10 feet from our home. Although this tree is currently standing erect, there is a high probability that the root system was disturbed and damaged during construction. In addition, there are many, large, dead branches near the top of the tree which, if they fell, would very likely do considerable damage to our home and those nearby. Of even greater concern, of course, is the risk of bodily harm to us and/or those using the path which lies below the tree. The same persons mentioned above, also advised that it would be prudent to have this tree examined by an arborist, as well.

3. One of the two garage door openers is malfunctioning.

4. The paint in several areas on the exterior of the home is peeling and should be repainted.

5. Although I received a letter advising me that our shake roof

1824 163rd Pl. S.E.
Mill Creek, WA. 98012
October 22, 1997

Mr. William E. Buchan
William E. Buchan Inc.
11555 Northup Way
Bellevue, WA. 98004

Via Registered Mail

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OCT 27 1997
MILL CREEK
COMMUNITY ASSOCIATION

AMBERLEIGH HOMEOWNERS' ASSOCIATION
c/o 16326 - 17th Ave. SE
Mill Creek, WA 98012
(425) 743-0728



May 22, 2010

Re: Cutting Reserve Requirements – Request for Cooperation

Dear Homeowner:

This letter is being sent to all of those homeowners in the Amberleigh and Winslow neighborhoods who live next to the Amberleigh Cutting Reserve, the 50 foot wide natural vegetation corridor that lies between the Amberleigh and Winslow neighborhoods.

The Amberleigh Board of Directors has noticed that some Cutting Reserve neighbors have been tempted to enter into the Cutting Reserve zone to make landscaping improvements. For example, some have cleared nearby vegetation, graded the surface, added manmade materials like bark or paving stones, added landscape plants, and added fences or other improvements. The Board considers these sorts of activities to constitute intentional trespasses into and placement of unauthorized encroachments into the Cutting Reserve.

These observations, of trespasses and encroachments, make the Directors feel disappointed and provoked, because the Amberleigh CCRs and Plat restrictions oblige the Amberleigh Directors to protect and maintain the natural native growth and ecosystem of the 'woods' within the Cutting Reserve. This means that when necessary, the Board should prevent future encroachments, undo current encroachments, and recover damages from offenders who interfere in the Cutting Reserve zone.

We hope that you have not and will not enter the Cutting Reserve to make any changes to the natural state. If you are one of the homeowners who have trespassed and encroached, we ask you to take steps to undo and remove any improvements placed in the zone, to stop entering the zone, and to allow the area to return to a more natural state.

We will continue to monitor activities in the Cutting Reserve, and we will engage directly any homeowner who we feel has failed to restore the areas beside their home. Thank you in advance for your understanding and cooperation.

Sincerely,

Amberleigh Homeowners' Association

By: R. Williamson
Bob Williamson, Director-Secretary

Amberleigh Homeowners' Association

Policy with respect to the maintenance of the Cutting Reserves

The Board is charged to periodically monitor activities and conditions within the Cutting Reserve zones for the purpose of assuring that the natural native growth plants and related ecosystem are preserved in as natural a state as possible. The Board is supposed to be the protector of the natural status quo. This means that the Board's actions should be directed to preventing and undoing any activities taken by any humans within the zone that detract from the most raw natural state of the "woods".

1. Cutting of Trees. With respect to trees in the Cutting Reserves, the Board recognizes that all trees will eventually die, become diseased ~~and fall down~~, and this natural pattern is not to be disturbed by cutting or preventing growth of trees, except under the most stringent conditions. Dead trees are not to be cut simply because they are dead and ugly. Diseased trees are not to be cut simply because they are diseased and might die sooner than if not diseased. **The standard for granting permission for the removal or topping or pruning of a tree in the Cutting Reserve is that the Board must believe that the condition of the tree presents a current hazard to either (i) other nearby trees, or (ii) persons or property on adjacent properties.** The hazardous condition should be evidenced by a clear and convincing showing that the current likelihood of the tree's falling or causing harmful effects is imminent; more than just a significant chance that it might fall or injure other plants within the next year or so. The Board recognizes that homeowners have purchased and will maintain private property insurance, for the purpose of defraying any damage costs that might be incurred as a result of falling trees or limbs. Homeowners' insurance covers such damages as "acts of nature", because that is what they are. If and when the Board determines that a tree presents a current hazard, then the Board should petition the City of Mill Creek for its permission to cut (or otherwise modify) the tree, and the removal costs incurred will be paid from Amberleigh's general maintenance funds.

2. Encroachments. The Cutting Reserves are not zones where homeowners or members of the public are allowed to enter, wander about, recreate or experience nature. The Board recognizes that various Amberleigh and Winslow homeowners will be tempted to landscape and modify the Cutting Reserve beside their own home. For example, they might trespass into the zone to do some clearing, in order to expand the appearance of their own backyard or to create a patio or garden space. For example, they might level the grounds, or make paths within the zone, using manmade materials like bark or pavers or stones. They might install fencing or irrigation lines. All of these activities within the Cutting Reserve are considered to be the result of intentional trespasses into the zone, and any human caused modifications or improvements made in the zone are considered to be unauthorized encroachments in the zone. Trespasses and encroachments of these kinds should not be tolerated. The Board may grant express written permission for some proposed encroachment, if a clear showing of need is made. The Board takes note of the existence of a cleared 'walkway' about ten feet wide that runs behind the adjacent Amberleigh homes, and this walkway serves a useful and necessary purpose; namely, to enable access to monitor the condition of the Cutting Reserve and to enable repairs or improvements to the adjacent homes and structures. The Board will take and authorize actions that maintain the walkway, keeping in mind the principal objective of disturbing the natural grounds only as necessary.

Amberleigh Homeowners' Association

Cutting Reserves

The 50 foot wide corridor that runs east to west between Amberleigh and Winslow is a "Cutting Reserve" identified on the Amberleigh Plat Map as Tract D.

Cutting Reserves are referenced at various places in the Declaration of Covenants, Conditions and Restrictions for Amberleigh (the CCRs) and Plat Maps:

1. CCR §1.11 provides that the Cutting Reserves have been created and set aside **"for the protection and preservation of native growth"** located within the zone.
2. CCR §5.2 provides that **"no clearing, grading or filling** of any kind, building construction or placement ... **shall occur** [in the cutting reserve zone] without the written permission of the City of Mill Creek".
3. CCR §5.2 provides that removal of trees by "the adjacent property owner shall be limited to those which are **dead, diseased or hazardous** and only with the written permission of the City of Mill Creek."
4. The Amberleigh Plat Map, Restriction #7, on the front page, provides that "adjacent owners are prohibited from cutting or clearing trees in the Cutting Reserves [unless the tree] is deemed a **danger and/or diseased**".

The Amberleigh Board of Directors is charged with the responsibility for maintaining all common areas within the Amberleigh Plat, and this includes the Cutting Reserve zones. In light of the prescriptions and restrictions set forth in Amberleigh's charter documents, the Board has resolved a policy statement addressing the proper means of "maintaining" the Cutting Reserves.



February 2, 1995

Greg Nelson
WILLIAM E. BUCHAN, INC.
11555 Northup Way
Bellevue WA 98004

RE: Your Fax Dated 1-26-95

Dear Mr. Nelson:

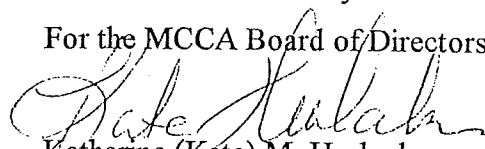
At its February 1, 1995 meeting, the Mill Creek Community Association (MCCA) Board of Directors reviewed the fax you sent, and the January 26, 1995 letter to you from Stewart Title Guaranty Company. The Board's position regarding the three documents listed in the Stewart Title letter remains the same, that the listed amendments to the original CC&R's apply to the plat of Amberleigh, as stated on the face of the original plat.

Notwithstanding the amendments you have questioned, the fact remains, that Article 9.1.2 of the original CC&R's states that "All roofing material shall be approved by the Committee". As you know, section 8.2.1 of that same documents states that "No building shall be erected, . . . on the property until the building plans, specifications, plot plan and landscape plans are submitted . . . to the Architectural Control Committee and found by said Committee to be in accordance with the guidelines and the procedures established by the Committee" (underline added).

Enclosed please find a copy of the Roofing Materials Policy, adopted by both the Board of Directors and its Architectural Control Committee, at the direction of the membership, that must be applied to all submittals.

Also, as previously discussed, we look forward to receiving a copy of Amberleigh's CC&R's as soon as they are available.

For the MCCA Board of Directors,


Katharine (Kate) M. Hurlocker
Community Association Manager

enclosure

cc: Members of the Board
Architectural Control Committee
div file

Homeowners association recently selected HD Landscaping to maintain all of the common areas and pathways for our association. HD Landscaping is owned and operated by Harry Herzog, who has been in the landscaping industry for 9 years. HD Landscaping focus is mainly landscape maintenance and they are geared specifically for homeowner's association needs. HD Landscaping serves mainly South Snohomish country with approximately 70% of their business being homeowner's associations, the balance of business being office grounds. Mr. Herzog takes pride in the fact that his company has a reputation for being thorough and responsive.



**Officer Connor's
Corner**
by
Sean Connors

Hello, again. It has been awhile. I hope you had an enjoyable summer, a wonderful fall so far, and looking forward to festive holiday season. I have just a few tidbits for you to keep in mind.

With the fall and winter comes inclement weather and long hours of darkness. It's during some of those hours of darkness that the most dangerous daily activities occur that the majority of us will experience, getting to and from school and work. If you are driving, keep a sharp eye out for children walking to and from school or bus stop. Watch out for the flashing lights on school buses. In poor weather and especially during conditions of low visibility (i.e. fog,) just slow down. By slowing down you give yourself the best defense against becoming involved in an accident.

Getting to and from work can be extremely frustrating these days. When you toss in the extra holiday traffic the frustration can become almost uncontrollable. Remember that it's not a race. The guy who just cut you off is probably just as anx-

ious to get home, as you, though perhaps not as courteous a driver so don't take personally. Keep cool, remain calm, and be patient. Take a deep breath, turn on the radio and listen to something soothing or mentally stimulating, and relax. The goal is to get home to your loved ones safely.

And speaking of the holidays and safety, remember not to leave valuables in your car at night. Recently, you may have heard that there have been a few cars broken into in and about the Highlands. In all cases the vehicles contained something that the bad guys could see from outside the vehicle which they thought might be valuable. In at least one case vehicles parked up the street from a vehicle that was broken into had clear signs that the suspects had looked into them, but there was nothing worth taking and the bad guys moved on. You personally are the best defense for your property. Protect yourself.

The last issue that I have to mention has to do with courtesy. Specifically, courtesy as it pertains to pets. Recently I have received some complaints that not everyone is cleaning up after their pets when they take them on their daily walk or run. If you walk about your neighborhood with your pet remember to be courteous to your neighbors and clean up after them. If possible, try to avoid using the edge of your neighbor's yard as the place your pet uses to do it business. It actually can be harmful to some plant life. Additionally, cleaning up after your pet is the law as is keeping them on a leash when you have them out and about with you. Keeping your pet on a leash will make it easier to control where your pet does it thing and help all of us be a little more courteous to one another.

Well, that's all for now. I hope everyone has a safe and joyful holiday season full of friends and family. If there is anything I or any other officer in the Mill Creek Police Department can do for you just call us

at 745-6175 or 337-1115.

HAPPY HOLIDAYS!

Editor's Note: Although Officer Connor's article was intended to be published during the holiday season, it contains many points that should be considered throughout the year.

Rules and Regulations Of the Mill Creek HOA

- **Garbage cans** shall be removed from street and sight-screened by 9:00 PM on the day following the pick-up.
- No **boats, boat trailers, personal water craft, personal water craft trailers, travel trailers, recreational vehicles (RV's), utility trailers nor trailers** of any kind may be parked in driveways for more than 48 hours within any calendar week. Parking such vehicles on the street is under the jurisdiction of the City of Mill Creek.
- **Winter Holiday Lights** are permitted between the first day of November and the last day of January. Such lights shall not be permitted between the first day of February and the last day of October.
- **Posting of notices** on mail box stands is not permitted.
- **After written notification of non-compliance** from the Homeowner Association, the Board reserves the right to levy **fines** up to \$100.00 for non-compliance.

Restrictions concerning **signs, dog droppings, noxious noise levels and parking on the street** are under the jurisdiction of the City of Mill Creek. Call 745-1891.



First American Title Insurance Company

THIS SPACE PROVIDED FOR RECORDER'S USE

TRANSAMERICA TITLE INS. CO.

89 DEC -6 PM 4:15

DEAN V. WILLIAMS, CLERK
SNOHOMISH COUNTY, WASH.
DEPUTY

Deborah Notary

Filed for Record at Request of

750

Name EUGENE W. RIPLEY

Address 2716 161ST PL. S.E.

City and State MILL CREEK, WA. 98012

8912060426

L-49163

Statutory Warranty Deed

THE GRANTOR EUGENE L. SCHLENDER AND JULIENE R. SCHLENDER, HUSBAND AND WIFE,
DOING BUSINESS AS TRADITIONS IN WOOD
for and in consideration of TEN DOLLARS, AND OTHER VALUABLE CONSIDERATIONS

in hand paid, conveys and warrants to EUGENE W. RIPLEY AND ORA M. RIPLEY, HUSBAND AND WIFE

the following described real estate, situated in the County of SNOHOMISH, State of Washington:

LOT 56, MILL CREEK HIGHLANDS, DIVISION 2, ACCORDING TO THE PLAT THEREOF RECORDED
IN VOLUME 49 OF PLATS, ON PAGES 12 AND 13, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.
SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

REAL ESTATE EXCISE TAX
SALE PRICE 191,950
RECEIPT NO. 23839

DEC 7 1989

KARE SMYER, Snohomish County Treasurer

By Deborah Notary
Deputy

SUBJECT TO:

ALL EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD ACCORDING TO THE PRELIMINARY
COMMITMENT FOR TITLE INSURANCE ISSUED BY TRANSAMERICA TITLE INSURANCE COMPANY
NO. 419103

Dated DECEMBER 4, 1989

Eugene L. Schlander
EUGENE L. SCHLENDER

Julienne R. Schlander By Eugene L. Schlander
JULIENE R. SCHLENDER, BY EUGENE L.
SCHLENDER, HER ATTORNEY-IN-FACT

STATE OF WASHINGTON, }
County of SNOHOMISH } ss.

On this 4th day of DECEMBER, 1989, before me personally appeared
EUGENE L. SCHLENDER to me known to be the individual described in and who executed
the foregoing instrument for HIM self and also as Attorney in fact for JULIENE R. SCHLENDER
and acknowledged to me he signed and sealed the same as HIS free and voluntary act and deed for HIM
self and also as HIS free and voluntary act and deed as Attorney in Fact for said principal for the uses and
purpose the instrument and on oath stated that the Power of Attorney authorizing the execution of this instrument
has not been revoked and that the said principal is now living and is not insane.

Given under my hand and official seal the day and year last above written.

ACKNOWLEDGMENT
INDIVIDUAL AND AS ATTORNEY-IN-FACT
F. 9207

8912060426

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

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DEDICATION:

KNOW all men by these presents that we, the undersigned owners in fee simple of the land hereby platted, declare this plat and dedicate to the public forever all roads, ways and easements shown hereon and the use thereof for all public purposes not inconsistent with the use thereof for public highway purposes with the right to make all necessary slopes for cuts and fills, and the right to continue to drain said roads and ways over and across any lot or lots, where water might take a natural course, in the original reasonable grading of the roads and ways shown hereon.

Following original reasonable grading of roads and ways hereon, no drainage waters on any lot or lots shall be diverted or blocked from their natural course so as to discharge upon any public road rights-of-way, or to hamper proper road drainage. Any enclosing of drainage water in culverts or drains or rerouting thereof across any lot as may be undertaken by or for the owner of any lot, shall be done by and at the expense of such owner. Tract 'F' to be dedicated to the City of Mill Creek for park, recreation, open space and right-of-way purposes. In the event the City vacates all or a portion of Tract 'F', the vacated portion shall revert to the Mill Creek Highlands Homeowners Association. Tract 'D' to be dedicated to the City of Mill Creek for use as a park.

IN WITNESS WHEREOF we have set our hands and seals.

EASEMENTS:

An easement is hereby reserved for and dedicated to the Public and Alderwood Water District and Public Utility District No. 1 of Snohomish County and General Telephone Company of the Northwest, Inc., and the Franchised Television Cable Company and Washington Natural Gas, their respective successors and assignees, under and upon the exterior seven (7) feet, parallel with and adjoining the Public Street frontage of all lots and tracts, in which to install, lay, construct, renew, operate and maintain underground conduits, cables and wires with necessary facilities and other equipment for the purpose of serving this subdivision and other property with electric, telephone, cable television, natural gas, water, sewer, storm drainage and any other utility which is reasonable and necessary for a residential subdivision.

Also, each lot (tracts are excluded) is subject to an easement for the above stated purposes, which is 2.5 feet in width parallel with and adjoining all side lot lines, and five (5) feet in width, parallel with and adjoining all rear lot lines.

Furthermore, the seven-foot strip may be utilized by the Public for necessary roadway slopes, cuts and fills, and walkways and trails.

Provided, however, the grant of easement set forth herein with respect to side lot lines and rear lot lines of adjoining lots in this plat is subject to the condition that in the event transferees from Countrywood Homes, Inc. of more than one lot in this plat on a contiguous basis, own or hold said lots for the purpose of constructing buildings thereon, which buildings would cross platted lot lines such construction shall be permitted irrespective of the existence of the plat easement contained in this paragraph, provided such easement areas have not been utilized for their easement purposes to receive lines or utilities at the time such construction is sought by such ownership and a building permit applied for. Provided further, no utilities or lines shall be installed by the beneficiaries of the easement in the side lot areas or rear lot areas without first obtaining from owners of lots in the plat holding contiguous lots, written consent to such installation. Subsequent transferees from the grantees of Countrywood Homes, Inc. shall have the same rights with respect to property which is held on a contiguous basis in the event that such easement areas have not been utilized by the beneficiaries named in the first paragraph, and beneficiaries shall be under an obligation to obtain written consent to installation of utilities in the easement area from the ownerships of contiguously held properties within the plat.

No lines or wires for transmission of electric current or for telephone use, cable television, or fire or police signals or for other purposes shall be placed or permitted to be placed upon any lot or tract outside the buildings thereon unless the same shall be underground or in conduit attached to the building.

Drainage easements designated on the plat are hereby reserved for and granted to City of Mill Creek for the right of ingress and egress for the purpose of maintaining and operating stormwater facilities.

RESTRICTIONS:

No lot or portion of a lot in this plat shall be divided and sold or resold or ownership changed or transferred whereby the ownership of any portion of this plat shall contain less than the area required for the use district in which located.

Further that said plat is subject to declaration of restrictive covenants as recorded under Auditor's File No. 8812120405.

No further subdivision of any lot without resubmitting for formal plat procedure.

This plat shall comply with the conditions of approval set forth in Resolution 88-86 of the City of Mill Creek, adopted on the 27th day of Nov. 1988.

OWNER'S COVENANT:

The owner releases, indemnifies, and holds the City harmless from any and all claims for damages or injunctive relief of whatever nature from the construction and maintenance of the public improvements throughout the term of the owner's maintenance obligation as described in Chapter 16.16 of the Mill Creek Municipal Code.

Mill Creek
Highlands Div. II

8812120405

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
722389 Trust, Plat of Mill Creek Highlands

THIS DECLARATION, made on the date hereinafter set forth by
Countrywood Homes, Inc., hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the Owner of certain property in Mill Creek
Highlands, City of Mill Creek, County of Snohomish, State of Washington,
which is more particularly described as:

The Plat of Mill Creek Highlands, recorded in Volume 48 of Plats,
Pages 228-229 records of Snohomish County, Washington under
recording number 8810055003, a copy of which is attached hereto and
marked Exhibit "A".

NOW THEREFORE, Declarant hereby declares that all of the properties
described above shall be held, sold and conveyed subject to the
following easements, restrictions, covenants, and conditions herein
referred to as CC&Rs, which are for the purpose of protecting the value
and desirability of, and which shall run with, the real property and be
binding on all parties having any right, title or interest in the
described properties or any part thereof, their heirs, successors and
assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. Additional Lands which may be Amended: Shall mean
those lands identified in Article VII Section 4 which may be subjected
to these CC&Rs and the owners of lots therein brought within the
jurisdiction of the Association in the manner as therein provided.

Section 2. "Association" shall mean and refer to Mill Creek
Highlands Homeowner's Association, its successors and assigns.

Section 3. "Board of Directors": The Board of Directors of the
Homeowner's Association shall be the governing body of the Association
and shall have such power and shall be subject to such restrictions as
shall be provided in this document and/or as provided in the Articles of
Incorporation and Bylaws of the Association or as the same may be
amended. During the development period all of the authority of the
Board of Directors and of the Association shall be vested in the
Declarant.

Section 4. "Common Area" shall mean all real property (including
the improvements thereto) owned by the Association for the common use
and enjoyment of the owners. The Common Area to be owned by the
Association at the time of the conveyance of the first lot shall be
Tracts A and B of said Plat of Mill Creek Highlands. Upon additional
properties being brought within the jurisdiction of the Association the

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real properties in each Plat that is designated to be owned by the
Association shall be deeded to the Association before the conveyance of
the first lot in the added Plat.

Section 5. "Declarant" shall mean and refer to Countrywood Homes,
Inc.

Section 6. Development Period. The development period shall be
that time from the present until such time as Class B deed shall
terminate under Article III Section 2 hereof, or until the Development
Period is terminated by Developer whichever first occurs.

Section 7. "Lot" shall mean and refer to any plot of land shown
upon any recorded subdivision map of the Properties with the exception
of the Common Area.

Section 8. "Mortgage" shall include Deeds of Trust.

Section 9. "Owner" shall mean and refer to the record owner,
whether one or more persons or entities, of a fee simple title to any
lot which is a part of the Properties, including contract purchasers,
but excluding those having such interest merely as security for the
performance of an obligation.

Section 10. "Properties" shall mean and refer to that certain real
property hereinafter described, and such additions thereto as may
hereafter be brought within the jurisdiction of the Association.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owners Easements of Enjoyment. Every owner shall have
a right and easement of enjoyment in and to the Common Area which shall
be appurtenant to and shall pass with the title to every lot, subject to
the following provisions:

- (a) the right of the Association to charge assessments upon the Common
Area;
- (b) the right of the Association to suspend the voting rights and
right to use of the recreational facilities by an owner for
any period during which any assessment against his lot remains
unpaid; and for a period not to exceed 60 days for any
infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or
any part of the Common Area to any public agency, authority,
or utility for such purposes and subject to such conditions as
may be agreed to by the members. No such dedication or
transfer shall be effective unless an instrument agreeing to
such dedication or transfer signed by two-thirds of each class
of members has been recorded.
- (d) the right of the Association and of the Developer during the
Development Period, to grant easements in the common area and
to deed portions of the Common Area in making property line
adjustments so long as said grants do not materially affect
the use of the Common Area by the members of the Association.

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(e) the Right of the Developer to permanently maintain a sign in the Common Area from the date hereof for the purpose of advertising this and other projects. Section 6 Article VI does not apply to said sign.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE VII MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. If an owner sells a lot on real estate contract, the membership of the owner shall terminate and the contract purchaser shall become a member, unless the contract retains membership in the owner, in which event, the contract purchaser will not be a member.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B members shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 31, 2000.

Section 3. For the purpose of determining the total votes outstanding in Class A and Class B membership at any given time all lots included in the Plat of Mill Creek Highlands as well as all lots contained in an approved preliminary Plat of the Additional Lands which may be annexed or, any part thereof, will be included, whether or not final Plat approval has been received. It is provided, however that once total votes in Class A membership equal total votes in Class B membership addition of additional lots will not revive Class B membership.

ARTICLE IX COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed

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therefor, whether or not it shall be so expressed in such deed, to demand to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements. Such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation of delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, protection and welfare of the residents in the Properties and for the improvement, beautification and maintenance of the Common Areas.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be One Hundred Eighty and No/100 Dollars (\$180.00).

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting

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shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence as to each lot on the first day of the month following the first conveyance thereof from Declarant and shall be payable on date of closing of purchase of the lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association is, to the status of assessments on a lot is binding upon the Association as of the date of its issuance. Prevailing assessment rates shall continue until new assessment rates are established.

Section 8. Effect of Nonpayment of Assessments. Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinated 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 mortgage foreclosure or any proceeding in lien thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V ARCHITECTURAL CONTROL

A. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and locations of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the

Association, or by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board.

B. The Architectural Control Committee's approval or disapproval as required in these Covenants shall be in writing. Except for violations of those restrictions contained in Article VI hereof, in the event the Committee or its designated representatives fail to approve or disapprove within 30 days after a complete set of plans and specifications had been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related Covenants shall be deemed to have been fully complied with.

C. The Initial Architectural Control Committee shall consist of Dennis Kohnoff, Donald M. Jasper and Donald P. Kline. The tenure of these members shall automatically terminate when the declarant sells the last lot owned by it in the Plat of Mill Creek Highlands or when declarant sells the last lot owned by it in the Additional Lands described in Exhibit B, which are annexed as herein provided whichever last occurs. In the event that any two of the committee concur in the action to be taken it shall not be necessary for the third committee member to participate.

ARTICLE VI RESTRICTIONS ON USE OF PROPERTY

Section 1. Building Use and Location

(a) No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than three cars. It is provided, however, that the foregoing provisions shall be no more restrictive than the zoning and use provisions of the governing public authority as they now exist or as they may hereafter be amended or imposed. Temporary, "model homes", real estate sales offices will be considered a residential use until all houses have been built and sold on all subject lots.

(b) The total first floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1100 square feet.

(c) No building shall be located on any lot nearer to the front lot line or nearer to the side street than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 25 feet to the front lot line or nearer than 25 feet to any side street line. A minimum sideyard of 5 feet shall be provided on each lot with no less than 10 feet between any two dwellings. No dwelling shall be located on any lot nearer than an average of 25 feet to the rear lot line. For the purpose of this covenant, fireplaces, eaves, steps and open porches shall not be considered as part of a building. provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. In case of conflict between the setbacks stated herein and the setback ordinances of the City of Mill Creek, as they

- now exist or as they may hereafter be amended, the City of Mill Creek ordinances will dominate.
- (d) Unless other materials are approved by the Architectural Control Committee all roofing material shall be of wood cedar shakes.
- (e) Unless other materials are approved by the Architectural Control Committee all siding material other than masonry shall be wood siding stained with those colors commonly known as earth tones or traditional Cape Cod colors. Any other color shall be used only with the approval of the Architectural Control Committee.
- (f) All front entry walks and porches to be of exposed aggregate concrete or wood porches with exposed surfaces of cedar.
- (g) All driveways and parking areas shall be constructed of concrete or asphalt paving.
- (h) The location, color, size, design, lettering and other particulars of mail or paper delivery boxes shall be subject to approval of the Architectural Control Committee.
- (i) All outside television and radio aerials and antennas or satellite dishes are prohibited without express written approval of the association or the Architectural Control Committee.
- (j) No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes nor any pole, tower or other structure supporting said outdoor overhead wires shall be erected, placed or maintained within the properties. All purchasers of lots within the properties, their heirs, successors, and assigns shall use underground service wires to connect their premises and the structures built thereon to the underground electric or telephone utility facilities.

Section 2. Easements.

- (a) The north 30 feet of lots 8 through 15 of the Plat of Mill Creek Highlands are designated on said Plat as a cutting preserve. The owner of each said lot is prohibited from cutting or clearing trees in said cutting preserve except as the same may be deemed a danger to residential improvements, or as the same may become diseased, or as cutting or clearing may be required for the installation or maintenance of utilities. In the event that any existing trees are cut or removed for the foregoing reasons they shall be replaced with coniferous or deciduous trees six to eight feet in height as measured after installation. The Mill Creek Highlands Homeowner's Association shall administer these provisions relating to the cutting preserve.
- (b) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat and over the rear five feet and the side two and one-half feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements

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in it shall be maintained continuously by the owner of the lot, except for those improvements which a public authority or utility company is responsible.

(c) Maintenance of the landscaped grounds located in the Common Area are to be provided by the Homeowner's Association.

Section 3. Open Space.

Tracts A and B are dedicated as open space to the Homeowners Association. The vegetation within these tracts (both trees and undergrowth) may not be cut, pruned, covered by fill, removed or damaged without express permission from the City of Mill Creek, which permission must be obtained in writing.

Section 4. Nuisances.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. All boats, boat trailers, travel trailers, non-motorized campers and other such recreational vehicles will be sight screened and/or stored behind primary structure unless a variance is granted by the Architectural Control Committee. No cars, imperceptive for reasons of mechanical failure, shall be parked and/or stored on any subject lot or in the street right-of-way for more than 72 hours.

Section 5. Temporary Structure.

(a) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or any other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

(b) Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finish painting, within nine (9) months from date of start of construction unless, upon their review of a written request for an extension of time, the Architectural Control Committee grants such an extension.

Section 6. Signs. Except as provided in Article II Section 1a no sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

Section 7. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No structure or enclosure for the purpose of containing pets other than a fence at property line (as approved by the Architectural Control Committee) shall be allowed.

Section 8. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

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Section 9. Water Supply. No individual water supply system shall be permitted on any lot.

Section 10. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Section 11. Sewage Disposal. Individual sewage disposal systems shall not be permitted on any lot within the plat.

Section 12. Screening. Unless otherwise approved by the Architectural Control Committee, based on special conditions it shall find to exist and except for Lot 1 Division II and except for corner lots, no fence, wall hedge or mass planting over 3 feet in height, other than foundation planting, shall be permitted to extend nearer to any street than the minimum setback line; however, nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two feet above the finished grade at the back of said retaining wall. Except for the fencing along the par., all fencing shall be built in accordance with the materials and dimensions outlined on Exhibit "B" attached hereto and by this reference made a part hereof, unless otherwise approved by the Architectural Control Committee.

ARTICLE VII GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so hereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners.

Section 4. Annexation. Additional lands constituting a plat adjacent to the boundaries of the Plat of Mill Creek Highlands may be annexed to the Homeowners Association and additional lands adjacent any plat that has then been annexed to the Homeowners Association may be likewise annexed to the Homeowners Association. The annexation may be

performed by the developer at any time up to twenty (20) years from the date of execution of these CC&Rs. Said annexation shall become effective only upon a recording with the Auditor of Snohomish County, Washington of a declaration by the Developer, or its successors or assigns, which declaration shall be under oath, shall identify the tract or tracts to be annexed by plat name and any other information as may be appropriate to identify the same. Said declaration shall contain a recital to the effect that by the Declaration the property described therein is subjected to these CC&Rs.

Upon the recording of said declaration the plat described therein shall be subject to these CC&Rs to the same extent as though it had been contained in the Plat of Mill Creek Highlands and the lot owners in said annexed property described therein shall have all of the rights and be subject to all of the obligations to the same extent as the lot owners of the Plat of Mill Creek Highlands.

The Plat of Mill Creek South as recorded in volume 48 of Plats pages 31-32 records of Snohomish County, Washington and the Plat of the Highlands at Mill Creek recorded in volume 48 of Plats pages 228-229 each, at the election of the property owners in each plat may be annexed to the Mill Creek Highlands Homeowners Association provided that 100 percent of the homeowners in the plat to be annexed shall request said annexation. The request for annexation shall be by written petition signed by all the homeowners in said plat to be annexed. Said petition shall contain a statement to the effect that all petitioning parties agree to be bound by the Articles of Incorporation, By Laws and Resolutions of the Board of Directors of the Mill Creek Highlands Homeowners Association, and irrevocably commit their properties in the plat to be annexed to these CC&Rs and in event of any inconsistency between the existing Covenants, Conditions and Reservations for the plat to be annexed and the CC&Rs for the Plat of Mill Creek Highlands the CC&Rs for the Plat of Mill Creek Highlands shall prevail. The signature of each person signing said petition shall be acknowledged in the manner required for deeds. Upon receipt of the petition the Board of Directors of the Mill Creek Highlands Homeowners Association shall review the petition to insure that all lot owners in the plat to be annexed have signed the same and upon confirming that they have shall pass a resolution approving said annexation. The resolution shall be attached to the petition and recorded with the Auditor of Snohomish County, Washington. Upon the passing of said resolution by the Board of Directors the homeowners and the properties in the annexed plat shall be entitled to all of the rights and be subject to all the obligations of members of the Homeowners Association. The Board of Directors may reject any petition not received within 20 years of the date of execution appearing on these CC&Rs.

Section 5. FHA/VA Approval. In the event Declarant pre-qualifies the properties for FHA/VA approval as long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: and Annexation of additional properties; dedication of Common Area; and amendment of this Declaration of Covenants, Conditions and Restrictions.

8812120406

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8812120406

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Section 8. Conflicts. In the event of any conflict or inconsistency between these CC&B's and the Articles of Incorporation and/or Bylaws of the Association the provisions of the CC&B's shall prevail.

IN WITNESS WHEREOF, the undersigned, being the declarant herein, has hereunto set its hand and seal this 1st day of October 1988.

COURTNEYWOOD HOMES, INC.
Declarant

[Signature]
Donald M. Jasper, President

[Signature]
Donald M. Jasper, Secretary

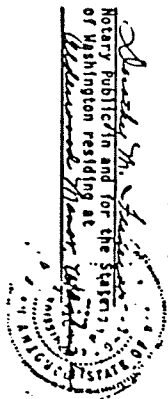
STATE OF Washington

County of King

On this 1st day of October, A.D. 1988, before me, the undersigned, a Notary Public in and for the State of WASHINGTON duly commissioned and sworn personally appeared DENNIS KOHLHOFF and DONALD M. JASPER to me known to be the President and Secretary, respectively, of COURTNEYWOOD HOMES, INC. the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated they authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

CWH:B



8812120405

Page 11 of 11

VOL. 2193PAGE 0713

EXHIBIT A-1

Recording Note: Review of the
Document for Quality for Filing

FILE GREEN RICHMOND
RECORD OF THE DEED & GYM SEC. 5.1.171K, R.52, W.4
3551 1/2 BULL CREEK, WASHINGTON, 98148, WASH. CO.

8812120405

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8812120406

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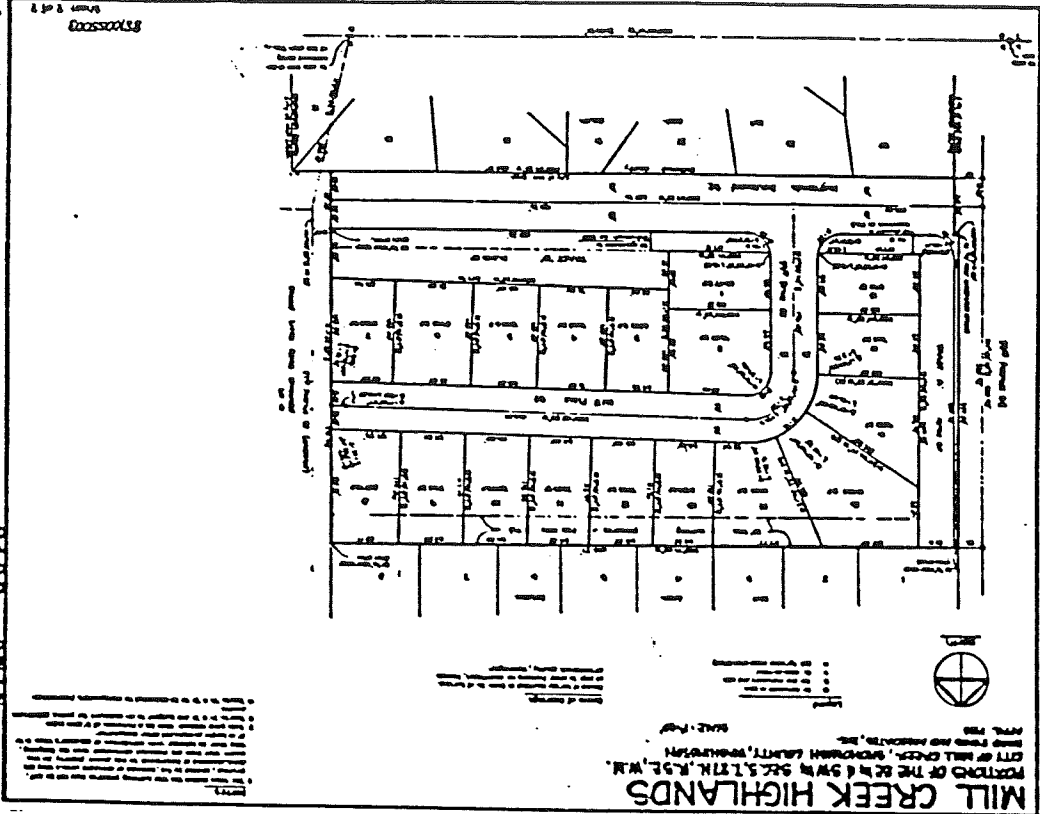
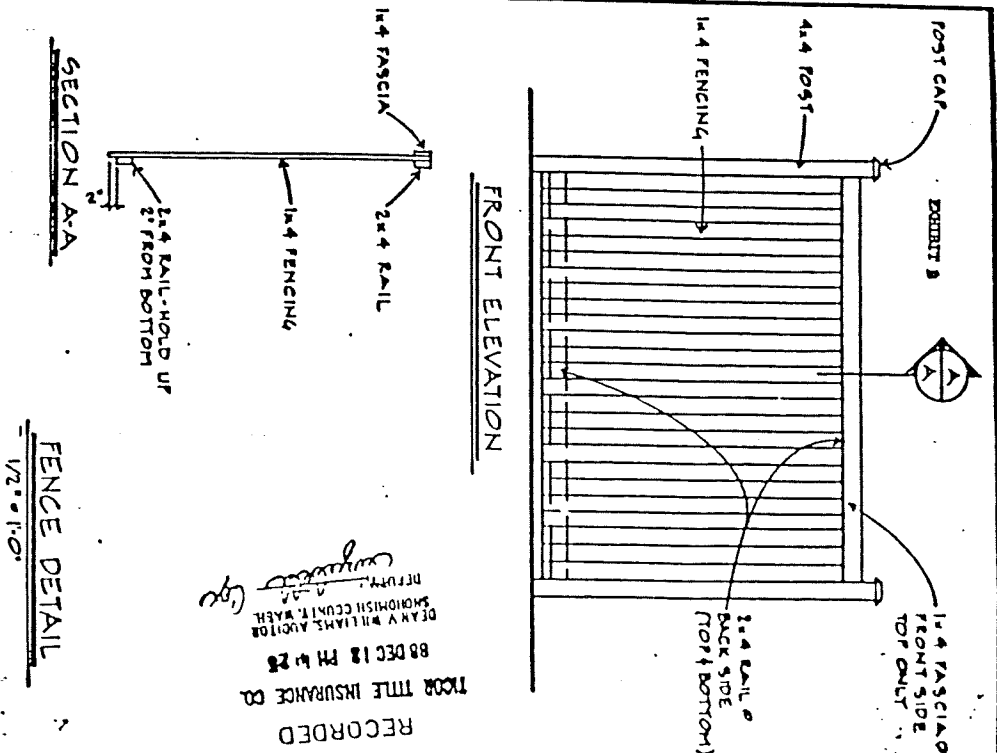


EXHIBIT A-2

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VOL. 2193 PAGE 0716



RECORDED
88 DEC 18 PM 4:28
DEAN WILLIAMS, AUDITOR
SHOSHONE COUNTY, WA.
WILLIAMS
Coe

8903290419

DECLARATION OF ANNEXATION OF LAND TO
MILL CREEK HIGHLANDS HOMEOWNER'S ASSOCIATION

Whereas: Countrywood Homes, Inc. (herein called Declarant) is the owner of the land constituting the Plat of Mill Creek Highlands, Division II, recorded in Volume 49 of Plats, Pages 12 and 13, records of Snohomish County, Washington, a copy of which is attached hereto and marked Exhibit "A" (herein called Mill Creek Highlands Division II); and

Whereas: It is provided by Article VII, Sec. 4 of the Declaration of Covenants Conditions & Restrictions, Plat of Mill Creek Highlands, recorded with the auditor of Snohomish County, Washington, recording No. 8812120405, recorded Vol. 2193 Page 0703 (herein called CCR's Mill Creek Highlands) for annexation of additional lands as therein defined to the Mill Creek Highlands Homeowner's Association (herein called Homeowner's Association) and that upon said annexation the plat thus annexed shall be subject to the CCR's Mill Creek Highlands; and

Whereas: Mill Creek Highlands Division II is additional land qualifying for such annexation under the provisions of Article VII Sec. 4 of the CCR's Mill Creek Highlands;

NOW THEREFOR:

1. Declarant by these presence annexes to the Mill Creek Highlands Homeowner's Association The Plat of Mill Creek Highlands Division II more particularly identified as:
The Plat of Mill Creek Highlands Division II as recorded in Volume 49 of Plats pages 12 and 13 records of Snohomish County, Washington.
2. By this declaration the properties in the above described plat of Mill Creek Highlands Division II are subjected to all of the provisions of the CCR's Mill Creek Highlands having all of the rights and being subject to all of the obligations as therein provided.
3. Tract C and Tract E appearing on the face of the Plat of Mill Creek Highlands Division II shall be owned by the Homeowner's Association as common area as defined in Article I Section 4 of the CCR's Mill Creek Highlands. The provisions of Article VI Section 3 of the CCR's Mill Creek Highlands will apply to Tracts C and E.
4. Tract D appearing on the face of the Plat of Mill Creek Highlands Division II is dedicated to the City of Mill Creek as a park and Tract F appearing on the face of the Plat of Mill Creek Highlands Division II is dedicated to the City of Mill Creek as a park, for recreation and open space or as a right-of-way as the City may from time to time elect.

Dated this 24th day of March, 1989.

COUNTRYWOOD HOMES, INC.

By: [Signature]
President

8903290419

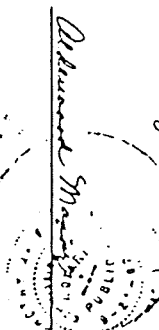
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pts/c

STATE OF WASHINGTON)
County of King) ss.
On this 24th day of March, A.D. 1989, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Debra M. Davis to me known to be the Secretary, respectively, of the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that she authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

[Signature]
Notary Public in and for the State
of Washington residing at
Bellevue, Washington



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[illegible][illegible]

8903290419
 VOL 2217 PAGE 0417
 50001 1 of 2

RECORDED

89 MAR 29 PM 3:57

Elizabeth Cox

SCALE: 1" = 100'

Notes on Meetings
 Board of Survey awarded a grant to the Group of 10 to order banding to meet local needs of Richmond County, Washington

North

[illegible]

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89-03290.419

• B90115009
Sheet 3 of 3

12500-42
Exhibit 408 Dec. 2, 1952, Record 71237

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REAL ESTATE SALES TAX
AMOUNT PAID \$1,200.00
71237

(57P182)

Statutory Warranty Deed

APR 28 1958

THE GRANTOR: Hal H. Chapman and Viola I. Chapman, his wife

for and in consideration of (\$10.00) Ten Dollars

In hand paid, conveys and warrants to Louie Arriza and James E. Comer both married men

the following described real estate, situated in the County of Snohomish, State of Washington: All that portion of the west half of the Southeast Quarter and of the Southeast quarter of the Southwest Quarter of section five (5) Township twenty-seven (27) North, Range five (5) East, W. B., described as follows:

Tract No. 43 Elwood Farms (Unplatted).

Beginning at the Section corner between Sections 5 and 8 in Twp. 27 N. R. 5E., W. B.: Thence N. 87°27'30" E. 657.84 feet to the S.W. corner of the S. E. 1/4 of the S. W. 1/4 of Section 5: Thence N. 0°10'00" E. 556.91 feet along the west line of said S. E. 1/4 of the S. E. 1/4 of the S. W. 1/4 of Section 5: Thence S. 86°12'12" E. 679.76 feet: Thence S. 0°04'22" W. 40.00 feet: Thence S. 0°04'19" E. 40.00 feet: Thence S. 0°04'36" W. 517.85 feet, more or less, to a point on the South line of said Section 5: Thence N. 88° degrees 41'06" W. 2.73 feet to the true point of beginning, containing 9.16 acres, more or less.

Tract No. 44 Elwood Little Farms (unplatted).

Beginning at the Section corner between Sections 5 and 8 in Twp. 27 N. R. 5E., W. B.: Thence S. 88°41'36" E. 372.32 feet along the South line of said Section 5, to the true point of beginning: Thence S. 88°01'06" E. 300.60 feet along said South line of Section 5: Thence N. 0°04'36" E. 523.14 feet: Thence N. 0°04'36" W. 517.85 feet: Thence S. 0°04'36" W. 517.85 feet to the true point of beginning, containing 1.73 acres, more or less.

Tract No. 45 Elwood Little Farms (unplatted).

Beginning at the Section corner between Sections 5 and 8 in Twp. 27 N. R. 5E., W. B.: Thence S. 88°41'36" E. 372.32 feet along the South line of said Section 5, to the true point of beginning: Thence S. 88°01'06" E. 300.60 feet along said South line of Section 5: Thence N. 0°04'36" E. 523.14 feet: Thence N. 0°04'36" W. 517.85 feet: Thence S. 0°04'36" W. 517.85 feet to the true point of beginning, containing 1.73 acres, more or less.

Tract No. 46 Elwood Little Farms (unplatted).

Beginning at the Section corner between Sections 5 and 8 in Twp. 27 N. R. 5E., W. B.: Thence S. 88°41'36" E. 372.32 feet along the South line of said Section 5, to the true point of beginning: Thence S. 88°01'06" E. 300.60 feet along the South line of said Section 5 to the S. E. corner of the S. W. 1/4 of the S. E. 1/4 of said Section 5: Thence N. 0°01'04" E. 559.77 feet along the East line of said S. W. 1/4 of the S. E. 1/4 of Section 5: Thence N. 87°04'12" W. 624.28 feet: Thence S. 0°04'22" W. 40.00 feet: Thence N. 86°39'14" W. 40.00 feet: Thence S. 0°44'20" W. 529.60 feet to the true point of beginning, containing 8.63 acres, more or less.

All that portion of the followin described tract lying
Southerly of the county road:

Beginning at the Northeast corner of the Southwest quarter
of the Northeast quarter of Section five(5), Two twenty-seven
North, Range five (5) East, W. M. : Thence South 0° 01' 54" West along
east line of said Southwest quarter of Northeast quarter 464.15
feet to the center line of county road: Thence along the centerline
of said county road South 41° 31' 13" West 381.59 feet: Thence contin-
uing along center line of said county road, South 74° 00' 12" West
660.73 feet: Thence South 0° 01' 54" West 2065.45 feet: This being
the true point of beginning of the description: Thence a strip of
land 43 feet in width, being 1/2 foot on each side of the following
described center line: from said true point of beginning, Thence
North 80° 31' 17" West 106.20 feet: Thence North 0° 04' 02" East 106.20
feet to the terminal point of said center line: Thence a strip
of east half of Southwest quarter of said Section 5.

Subject to all liens and claims of record against the same.

L. Chapman, his wife.

Subject to an agreement in Exhibit A, attached hereto, of the
of the Interior, Department of the Interior, Bureau of Land
Management, dated and captioned as above.



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Dated this

11/3/52

day of

*Ed W. Chapman and
Viola S. Chapman*

STATE OF WASHINGTON,

County of King

On this day personally appeared before me *Ed W. Chapman and Viola S. Chapman*

to me known to be the individuals described in and who executed the within and foregoing instrument, and
acknowledged that *they* signed the same as *their* free and voluntary act and deed, for the
uses and purposes therein mentioned.

GIVEN under my hand and official seal this

3rd

day of

November, 1952

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

1280540

Statutory Warranty Deed

/ 77 C

/ 48 A

/ 95 C 175

VOL

PAGE OF

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1958 APR 28 PM 3 15

SNOHOMISH CO. ASSOCIATES

REC'D

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SNOHOMISH CO. ASSOCIATES

DEPUTY CLERK

WASHINGTON
TITLE INSURANCE
COMPANY

SEATTLE WASHINGTON

Mail to Ben C. Reever

2210 SE 24th St

Trenton, Illinois, 61812

Send Tax Statement to

/ 32

CCR'S

42

9503300291

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
AMBERLEIGH HOMEOWNERS' ASSOCIATION
CROSS REFERENCE: 9503305004

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DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
AMBERLEIGH HOMEOWNERS' ASSOCIATION

THIS DECLARATION is made on the date hereinafter set forth by WILLIAM E. BUCHAN, INC. ("Declarant"), who is the owner of certain land situated in the State of Washington, County of Snohomish, known as Amberleigh, which is more particularly described in *Exhibit A*. In order to ensure preservation of the gracious residential environment at Amberleigh, Declarant agrees and covenants that all land and improvements now existing or hereafter constructed thereon will be held, sold, conveyed subject to, and burdened by the following covenants, conditions, restrictions, reservations, limitations, liens and easements in perpetuity, 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 perpetually binding upon all parties having or acquiring any right, title or interest in such lands or any portion thereof and shall inure to the benefit of each owner thereof and to the benefit of Amberleigh Homeowners' Association and shall otherwise in all respects be regarded as perpetual covenants binding and running with the land. Invalidity of any one of these covenants by judgment or court order shall in no way affect the other provisions which shall remain in full force and effect.

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ARTICLE I

DEFINITIONS

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

Section 1. "Association" shall mean and refer to the AMBERLEIGH HOMEOWNERS' ASSOCIATION, its successors and assigns.

Section 2. "Board" shall mean and refer to the Board of Directors of the Association, as provided for in Article X. For purposes of exercising the powers and duties assigned in this Declaration to the Board, this term shall also mean the "Temporary Board" or "Declarant" as provided in Article IV unless the language or context clearly indicates otherwise.

Section 3. "Properties" shall mean and refer to the real property described with particularity in *Exhibit A* and such additions to that property which may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Maintenance Areas" shall mean those portions of all real property (including the improvements thereto) maintained by the Association for the benefit of the members of the Association. The areas to be maintained by the Association at the time of recording this Declaration are described as follows:

1. Landscaping tracts located at entry of Plat (Tract H and I);
2. Cutting preserve area (Tracts A, B, D and G);
3. Landscaped screening buffer area (Tract E);

4. Private pedestrian easements (Tract C and F) (concrete walks within the public easements will be maintained by the City of Mill Creek);
5. Private street lights (structures and lights);
6. Landscaping adjacent to pedestrian easements;
7. Front lawns and planting beds up to the edge of buildings and courtyards (does not include plantings/lawns in side yards);
8. Neighborhood park (Tract J);
9. Irrigation systems utilized in common maintenance areas; and
10. Detention system located in Tract A and drainage easements.

All lawns are Common Maintenance Areas. Members of the Association shall have no right to use lawns or planting beds of other members of the Association for any purpose. The homes and lots in this plat are privately owned.

Section 5. "Lot" shall mean and refer to any plot of land other than those designated as tracts shown upon the recorded subdivision map of the Properties which shall be numbered (1-88).

Section 6. "Declarant" shall mean and refer to WILLIAM B. BUCHAN, INC., its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 7. "Development Period" shall mean and refer to that period of time defined in Article IV of this Declaration.

Section 8. "Other Parcels" shall mean those parcels of land selected by the Declarant which may be added to the Properties by Declarant in accordance with Article III.

Section 9. "Plat" shall mean and refer to the Plat of Amberleigh as recorded in Volume ____ of Plats, Pages ____ through ____, Records of Snohomish County, State of Washington, under Recording No. _____.

Section 10. "Residence" shall mean and refer to buildings occupying any Lot, including the common walls of such structures.

Section 11. "Cutting Preserve Tracts" are those tracts so designated on the Plat. These tracts have been set aside, in the areas indicated on the Plat, for the protection and preservation of native growth located on the Properties and are subject to the control of the City of Mill Creek.

Section 12. Common Areas. "Common Area" shall mean any real property located in the plat, which is owned by the Association for the common use and enjoyment of the members of the Association, designated on the face of the Plat and consist of:

1. Cutting preserve tracts;
2. Private pedestrian easement tracts;
3. Landscaping located adjacent to pedestrian easements;
4. Landscaped screening buffer in Tract E;
5. Neighborhood park;
6. Landscaped tracts (H and I) located at entrance to Plat.

ARTICLE II

PRE-EXISTING RESTRICTIONS

The Properties covered by this Declaration shall continue to be subject to previous covenants, conditions, encumbrances and restrictions, to the extent that such restrictions are valid.

WB-COVE

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These properties are subject to the Covenants and Restrictions of the Mill Creek Community Association.

ARTICLE III

OTHER PARCELS

RESERVED

ARTICLE IV

DEVELOPMENT PERIOD; MANAGEMENT RIGHTS OF DECLARANT DURING DEVELOPMENT

Section 1. Management by Declarant. Development Period shall mean that period of time from the date of recording this Declaration until (1) a date five years from the date of recording this Declaration or (2) the thirtieth day after Declarant has transferred title to the purchasers of Lots representing 99 percent of the total voting power of all Lot Owners as then constituted or (3) the date on which Declarant elects to permanently relinquish all of Declarant's authority under this Article IV by written notice to all Owners, whichever date first occurs. Until termination of the Development Period, the Property shall be managed and the Association organized at the sole discretion of the Declarant.

Section 2. Notices to Owners. Not less than 10 nor more than 30 days prior to the termination of the Development Period, the

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Declarant shall give written notice of the termination of the Development Period to the Owner of each Lot. Said notice shall specify the date when the Development Period will terminate and shall further notify the Owners of the date, place and time when a meeting of the Association will be held. The notice shall specify that the purpose of the Association meeting is to elect new officers and Directors of the Association. Notwithstanding any provision of the Articles or Bylaws of the Association to the contrary, for the purpose of this meeting, the presence, either in person or by proxy, of the Owners of five Lots shall constitute a quorum. The Board of Directors and Officers of the Association may be elected by a majority vote of said quorum. If a quorum shall not be present, the Development Period shall nevertheless terminate on that date specified in said notice and it shall thereafter be the responsibility of the Lot Owners to provide for the operation of the Association.

Section 3. Temporary Board. Declarant may in his sole discretion, and at such times as the Declarant deems appropriate, appoint three persons who may be Lot Owners, or are representatives of corporate entities or other entities which are Lot Owners, as a Temporary Board. This Temporary Board shall have full authority and all rights, responsibilities, privileges and duties to manage the Properties under this Declaration and shall be subject to all provisions of this Declaration, the Articles and the Bylaws, provided that after selecting a Temporary Board, the Declarant, in the exercise of his sole discretion, may at any time terminate the

Temporary Board and resume his management authority under Article IV or select a new Temporary Board under this section of Article IV. During the Development Period, it will not be necessary to conduct the affairs of the Association in accord with the provisions of the Bylaws. It shall only be necessary to adhere to the Bylaws if a Temporary Board is appointed during this period.

Section 4. Absence of Temporary Board. So long as no Temporary Board is managing the Properties or until such time as the first permanent Board is elected, should Declarant choose not to appoint a Temporary Board, Declarant or a managing agent selected by the Declarant shall have the power and authority to exercise all the rights, duties and functions of the Board and generally exercise all powers necessary to carry out the provisions of this Declaration, including but not limited to enacting reasonable administrative rules, contracting for required services, obtaining property and liability insurance, and collecting and expending all assessments and Association funds. Any such managing agent or the Declarant shall have the exclusive right to contract for all goods and services, payment for which is to be made from any monies collected from assessments.

ARTICLE V

EASEMENTS, OPEN SPACE AND BUILDING SETBACK AREAS

Section 1. Conveyance of Common Areas. Declarant hereby transfers and conveys to the Amberleigh Homeowners' Association for the common use and enjoyment of the Association and the Owners all common areas which are designated on the face of the Plat and an

easement which allows residents of Amberleigh to make use of Common Areas located in Amberleigh.

Section 2. Cutting Preserve/Landscaped Screening Buffer. No clearing, grading or filling of any kind, building construction or placement, or road construction shall occur within any cutting preserve except for necessary utility installations without prior written permission from the City of Mill Creek. Removal of trees by the adjacent property owner shall be limited to those which are dead, diseased or hazardous, upon receiving permission to do so from the City of Mill Creek. No adjustment to the boundary of such tracts shall occur unless first approved through the formal plat process.

Section 3. Landscaped Screening Buffer. The purpose of this buffer is to benefit the Plat of Amberleigh (rather than the adjacent Plat of Miller's Village) by providing a vegetative buffer or fence which screens views of adjacent development. No clearing, grading or filling of any kind, building construction or placement, or road construction shall occur in these areas except for necessary utility installations. No adjustment to the boundary of these areas shall occur unless first approved through the formal platting process.

ARTICLE VI

AREAS OF THE PLAT

Section 1. Neighborhood Park. There is a neighborhood park on Tract J, which is privately owned and is to be used only by residents of Amberleigh and their invited guests. The park can be

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used only during daylight hours. Homeowners will bear total financial responsibility for any problems which result from the use which they and their invitees make of the park.

No use of the park will be made which unreasonably interferes with the ability of homeowners to enjoy their property. The Board will develop rules which will regulate use of the park. If owners, their relatives, invitees or guests breach the regulations of the Board governing park use, their privilege to use the park shall be revoked. Each individual owner covenants for itself, its heirs, successors, assigns and tenants, that it shall assume all risks associated with park use, including but not limited to the risk of property damage or personal injuries resulting from the use of the park and shall indemnify and hold harmless the Declarant, the Association and the Board of Directors of the Association from any liability, claims or expenses, including attorneys' fees arising from property damage or personal injuries resulting from the use of the park.

Section 2. Public Pedestrian Easement. There are pedestrian easements in Amberleigh which are open to members of the public and which will be maintained by the City of Mill Creek which are described on the recorded plat.

Section 3. Common Driveways. Some homes shall share common driveways as shown on the recorded plat. Such driveways shall only be used for ingress and egress or other uses for such driveways, described on the face of the plat. Cars cannot be parked in the common driveway and the driveways are not a recreational area and

shall not be used as a sport court or playground. No activity shall be conducted in this area which unreasonably interferes with the right of other property owners to enjoy their homes.

If it becomes necessary to repair common driveways, either the owners who use the driveway or the Board shall make repairs and adjacent owners utilizing the common driveway shall each bear an equal share of the repair expense. If homeowners fail to make timely repairs to driveways, the Board will determine if the repairs are necessary, give the owners notice of the need to make repairs, and make such repairs and assess the property owners equally for repair costs.

Section 4. Private Courtyards. All homes have private courtyards. No use shall be made of the courtyard area which unreasonably interferes with the right of nearby property owners to enjoy their homes and courtyards.

ARTICLE VII

MAINTENANCE AND MANAGEMENT OF THE COMMON AREAS

Section 1. Responsibility for Maintaining Common Maintenance Areas. The Association is responsible for maintaining and preserving the character of areas designated as Common Areas and Common Maintenance Areas, which are for the exclusive use of Amberleigh residents except that the public pedestrian trails.

Section 2. Determination of Need for Maintenance or Repair. The need for maintenance or repair of the Common Areas and Common Maintenance Areas shall be determined by the Board of Directors.

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Section 3. Repair of Common Maintenance Areas. Any damage to Common Maintenance Areas or Common Areas or improvements thereon, including landscaping, plantings, irrigation systems, fences, berms, furniture and lights etc., by the Owners or their children, relatives or guests, shall be repaired within one week by the Owner who caused the area to be damaged. If such repairs are not made timely, the Association shall make the repair and the Owner will be obliged to immediately remit funds for the repair. If the Owner fails to promptly make payment for such repairs (within 30 days of the repair), the Owner will be charged interest at the rate of 12 percent per annum until debt is paid.

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

Section 5. Lawn Maintenance. All front lawns, plantings and landscaping between the street and the edge of the building or the private courtyard shall be maintained by the Association. No changes may be made in the landscaping of these yards, such as planting ornamental trees without obtaining written permission of the Board. Each individual homeowner shall be responsible for maintaining all areas of each lot which are not a common maintenance area.

Section 6. Management. Each Owner expressly covenants that the Board and the Declarant, during the Development Period, may

delegate all or any portion of their management authority to a managing agent, manager or officer of the Association and may enter into such management contracts or other service contracts to provide for maintenance and the operation of Common Areas and/or portion thereof. Any management agreement or employment agreement for the maintenance or management of the Common Areas or any portion thereof shall be terminable by the Association without cause upon 90 days' written notice thereof; the term of any such agreement shall not exceed three years, renewable by agreement of the parties for successive three-year periods. Each Owner is bound to observe the terms and conditions of any such management agreement or employment contract, all of which shall be made available for inspection by any Owner on request. Any fees or salaries applicable to any such management, employment or service agreement shall be paid out of dues which are assessed to each Owner.

ARTICLE VIII

ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation. Each owner of any Lot by acceptance of a deed therefor, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges and (2) special assessments. Annual and special assessments shall be established and collected in accord with the following provisions. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall

be a continuing lien upon the property against which such assessment is made. Each assessment, together with the interest, costs and reasonable attorneys' fees incurred to collect such assessments, shall be the personal obligation of the individual who is the Owner of the Property at the time that the assessment fell due.

Section 2. Purpose of Assessments. The assessments imposed by the Association shall be used (1) to promote the recreation, health, safety and welfare of the residents of the Properties, (2) for the improvement, maintenance and repair of Common Areas and Common Maintenance Areas, (3) for legal fees or damages incurred in any action in which the Association or a member of the Board acting in behalf of the Homeowners Association is named as a party, and (4) for the repair of Amberleigh improvements and (5) costs incurred collecting MCCA dues.

Section 3. Annual Assessment. Until January 1996, the annual assessment shall be \$395.57 per Lot; eight percent of which shall be allocated and paid to the Declarant for Plat management services provided by the Declarant to the Association or by a professional management firm. Such allocation of funds to the Declarant shall cease when the Development Period expires and the Association assumes collection costs, bookkeeping, and other management responsibilities which are described with particularity in the Bylaws of the Association. Residents are also subject to MCCA which shall be collected by the Board of Amberleigh.

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The annual assessment may be increased during the Development Period to reflect increased (1) maintenance costs, (2) repair costs, or (3) plat management costs. All increases in the annual assessment during the Development Period must directly reflect increases in the above recited costs. It shall not be necessary to amend this Declaration to increase the annual assessment during the Development Period. During this period, the Declarant will give members of the Association notice of increased assessments thirty days before such assessments become effective.

(a) After the Development Period expires, the maximum annual assessment may be increased each year not more than 10 percent above the maximum annual assessment for the previous year without a vote of the membership.

(b) After the Development Period expires, the maximum annual assessment may be increased by more than 10 percent only if 51 percent of the members of the Association, who are voting in person or by proxy at a meeting duly called for this purpose, consent to such an increase.

(c) After the Development Period expires, the Board of Directors shall fix the annual assessment in accord with the above-recited standards.

Section 4. Special Assessments for Capital Improvement. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a common assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of

a capital improvement upon the Common Maintenance Areas or any improvements upon the Common Areas not prohibited by this Declaration, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of 51 percent of the members of the Association who are voting in person or by proxy at a meeting duly called for this purpose. Any capital improvements which exceed \$15,000. must be approved by 51 percent of the Owners.

Section 5. Special Assessments for Legal Fees and Damages. In addition to the annual and special assessments authorized in Section 3 and 4, the Declarant or the Association may levy in any assessment year a special assessment for the purpose of defraying, in whole or in part, (1) the cost of legal fees and costs incurred in legal actions in which the Board is a party, (2) the cost of legal fees and costs incurred in any action in which a member of either the Board is named as a party as a result of a decision made or action performed while acting in behalf of the Homeowners Association, or (3) any other reasonable expenses incurred by the Homeowners Association. This assessment shall require the consent of 51 percent of the members of the Association.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 of this Article shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first annual meeting called, the presence of 51 percent of the members of the Association and/or of

proxies entitled to cast 51 percent of the votes of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement; the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and must be collected on an annual basis.

Section 8. Date of Commencement of Annual Assessment; Due Dates. The annual assessments described in this Article shall commence in 1995. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Written notice of the annual assessment shall be sent to every Owner subject to such assessments. The due date shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 9. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within 30 days after the due date shall bear interest at the rate of 12 percent per annum. Each Owner hereby expressly vests in the Association or its agents the right and power to bring all actions against such Owner personally for the collection of such assessments as debts and to enforce lien

rights of the Association by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in like manner as a mortgage of real property. Such Owner hereby expressly grants to the Association the power of sale in connection with such liens. The liens provided for in this section shall be in favor of the Association and shall be for the benefit of the Association. The Association shall have the power to bid in an interest at foreclosure sale and to acquire, hold, lease, mortgage and convey the same. The Owner is responsible for payment of all attorneys' fees incurred in collecting past due assessments or enforcing the terms of assessment liens (see Article XV, Section 4). No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Areas or abandonment of his Lot.

The Association shall have the right to suspend the voting rights of an Owner for any period during which any assessment against the Lot remains unpaid and for a period not to exceed 60 days for any infraction of the terms of either this Declaration, the Articles or the Bylaws of the Association.

Section 10. Subordination of the Lien to Mortgage. The lien for assessments, provided for in this Article, shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien created pursuant to this

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Article as to payments which become due prior to such sale or transfer. No sale or transfer, however, shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Exempt Property. All property dedicated to and accepted by local public authority shall be exempt from the assessments provided for in this Article.

Section 12. Management by Declarant During the Development Period. Declarant, at its option, shall have and may exercise all of the rights and powers herein given to the Board. Such rights and powers are reserved by the Declarant, its successors and assigns as provided in Article IV. Declarant shall have the right and option to assess owners for actual costs of maintaining Common Areas, Common Maintenance Areas and rights-of-way and a Plat management fee during the Development Period. The Declarant shall also have the authority to assess members of the Association for monies to fund any enforcement action during the Development Period.

ARTICLE IX

WALLS CONNECTING ATTACHED SINGLE FAMILY HOMES

Section 1. Contiguous Walls. Adjacent property owners must take care to avoid damaging or destroying the exterior walls of the adjoining house. If a property owner damages or destroys the exterior walls of the contiguous home, that property owner shall bear the expense of repairing or reconstructing the adjacent wall.

No repair or reconstruction shall be commenced until all necessary permits and approvals have been obtained.

Section 2. Damage and Destruction of Connecting Walls. If adjoining exterior walls are destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance or repaired out of the proceeds of insurance, any owner who has use of the wall may restore it and if the other owner or owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in equal portions without prejudice, however, to the right of any owners' right to call for a larger contribution from the others under rules of law regarding liability for negligence or willful acts or omissions.

Section 3. Right to Contribution Runs With the Land. The right of any owner to contribution from any other owner under this Section shall be appurtenant to the land and shall pass to the owners' successor in title.

Section 4. Easement for Maintenance and Repair on Walls of Adjoining Houses. Easement for maintenance and repair on walls of adjoining houses is conveyed to property owners for the purpose of making repairs to their property (e.g., roofs and walls) which allows owners or their agents to go onto adjacent property for purposes of matching building materials and placing building materials when making structural repairs. This is a very restricted easement which does not allow, for example, the storage of materials on adjacent property or physical presence on adjacent property except to the extent necessary to make repairs or perform maintenance activities.

ARTICLE X

MAINTENANCE OF LOTS AND RESIDENCES

Section 1. Exterior Maintenance by Owner. Each Residence shall be maintained by the Owner in accord with the standards imposed by the MCCA.

ARTICLE XI

HOMEOWNERS' ASSOCIATION

Section 1. Non-Profit Corporation. The Association shall be a non-profit corporation under the laws of the State of Washington. The Association shall be incorporated at least thirty days prior to the termination of the Development Period or upon appointment of a Temporary Board of Directors. Until the time that the Association is incorporated, it shall function as an unincorporated association consisting of owners of properties in the Plat.

Section 2. Membership. Every person or entity which is an Owner of any Lot shall become a member of the Association. Membership shall be appurtenant to the Lot and may not be separated from ownership of any Lot and shall not be assigned or conveyed in any way except upon the transfer of title to said Lot and then only to the transferee of title to the Lot. All Owners shall have the rights and duties specified in this Declaration, the Articles and the Bylaws of the Association. All Homeowners are also members of the Mill Creek Community Association.

Section 3. Voting Rights. Owners, including the Declarant, shall be entitled to one vote for each Lot owned. When more than one person or entity owns an interest in any Lot, the vote for that Lot shall be exercised as the Owners decide to exercise that vote but, in no event, shall more than one vote be cast with respect to any Lot nor shall any vote be divided. The voting rights of any Owner may be suspended as provided for in this Declaration, the Articles and the Bylaws of the Association.

Section 4. Meetings. Meetings after the termination of the Development Period, or upon appointment of a Temporary Board, shall be conducted in accord with the specifications set forth in the Bylaws of the Amberleigh Homeowners' Association. Bylaws are available to members of the Association upon request.

ARTICLE XII

MANAGEMENT BY BOARD

Section 1. Expiration of the Development Period. Upon expiration of the Declarant's management authority under Article IV, all administrative power and authority shall vest in a Board of three directors who shall be members of the Association. The Association, by amendment of the Bylaws, may increase the number of directors. All Board positions shall be open for election at the first annual meeting after termination of the Development Period under Article IV. At the first meeting of either the temporary or permanent Board of Directors, the new Board shall be given copies

of Bylaws and shall govern the Association in accord with the Bylaws and Declaration.

Section 2. Terms. The terms of the Board are defined in the Bylaws.

Section 3. Powers of the Board. All powers of the Board must be exercised in accord with the specifications which are set forth in the Bylaws and Declaration. The Board, for the benefit of all the Properties and the Lot Owners, shall enforce the provisions of this Declaration and the Bylaws. In addition to the duties and powers imposed by the Bylaws and any resolution of the Association that may be hereafter adopted, the Board shall have the power and be responsible for the following, in way of explanation but not limitation:

(a) Insurance. Obtain policies of general liability insurance.

(b) Legal and Accounting Services. Obtain legal and accounting services if necessary to the administration of Association affairs, administration of the Common Areas, or the enforcement of this Declaration.

(c) Maintenance. Maintain Common Areas and Common Maintenance Areas.

(d) Discharge of Liens. The Board may also pay any amount necessary to discharge any lien or encumbrance levied against the entire Properties or any part thereof which is claimed or may, in the opinion of the Board, constitute a lien against the Properties

or against the Common Areas rather than merely against the interest therein of particular Owners. Where one or more Owners are responsible for the existence of such liens, they shall be jointly and severally liable for the cost of discharging it and any costs or expenses, including reasonable attorneys' fees and costs of title search incurred by the Board by reason of such lien or liens. Such fees and costs shall be assessed against the Owner or Owners of the Lot responsible to the extent of their responsibility.

(e) Utilities. Pay all utility, maintenance and repair charges attributable to Common Areas and Common Maintenance Areas. Authorize the installation of utility or service lines which the Board deems to be in the best interest of the Association.

(f) Right to Contract. Have the exclusive right to contract for all goods, services, maintenance, and capital improvements provided, however, that such right of contract shall be subject to Association approval.

(g) Improvement of Common Areas. Improve the Common Areas with capital improvements to such Common Areas; provided that for those capital improvements exceeding \$15,000, 51 percent of the Owners must approve the addition of such capital improvements.

(h) 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. Such entry must be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board if the entry was due to an

emergency (unless the emergency was caused by the Owner of the Lot entered, in which case the cost shall be specially assessed to the Lot). If the repairs or maintenance activities were necessitated by the Owner's neglect of the Lot, the cost of such repair or maintenance activity shall be specially assessed to that Lot. If the emergency or the need for maintenance or repair was caused by another Owner of another Lot, the cost thereof shall be specially assessed against the Owner of the other Lot.

(l) Promulgation of Rules. Adopt and publish rules and regulations governing the members and their guests and establish penalties for any infraction thereof.

(j) 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.

(k) Employment of Manager. Employ a manager, an independent contractor, or such other employees as the Board deems necessary and describe the duties of such employees.

(i) Payment for Goods and Services. Pay for all goods and services required for the proper functioning of the Common Areas and Common Maintenance Areas.

(m) Impose Assessments. Impose annual and special assessments.

(n) Bank Account. Open a bank account on behalf of the Association and designate the signatories required.

(o) Legal Actions. Commence legal actions for the enforcement of these covenants or any other legal action which the Board of Directors deems necessary for the protection of the Plat. The Board also has the authority to defend against legal actions initiated against the Association.

(p) 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 XIII

PROPERTY RESTRICTIONS

Section 1. New Development Must be Approved by MCCA. Before any new construction or alterations occur in Amberleigh, including construction of a fence, it will be necessary to have the MCCA Architectural Control Committee approve the proposed structure.

Section 3. Enforcement. The MCCA will have responsibility for bringing enforcement actions if the MCCA Covenants are violated.

ARTICLE XIV

EASEMENTS

Section 1. Easement for Access. Each owner shall have the right to ingress and egress over, upon and across common areas necessary for access to his or her lot and shall have the right to lateral support for his or her lot. Such right shall be appurtenant to and pass with the title to each lot.

Section 2. Easement for Utilities. There is hereby reserved to the Homeowners' Association blanket easements as shown on the final plat upon, across, and under all property within the community for access, ingress, egress, installing, repairing, replacing and maintaining all utilities serving the community or any portion thereof, including but not limited to gas, water, sanitary sewer, telephone and electricity as well as storm drainage and other service such as, but not limited to, cable television system or a security system which the Association might have installed to serve the community. It shall be permissible for the Homeowners' Association or its agent, as the case may be, to install, repair, replace, or maintain, or to authorize the installation, repair, replacement and maintenance of such wires, conduits, cables and other equipment relating to the provision of any utility or service. Should any party furnishing such utility or service request a specific license or easement by a separate recordable document, the Declarant, during the Development Period, and the Board of Directors shall have the right to grant such easement or license. Within these easements, no structure, planting or

material shall be placed which may interfere with utility or drainage facilities. Any utilities or service lines which the Board deems necessary shall be installed within such areas or under right-of-way areas located within the Plat.

Section 3. Grant of Easement for Maintenance. The residents grant members of the Board or their agents an easement to go onto lots to mow lawn and work on flower beds, and to do any work to maintain utility lines.

ARTICLE XV

COMMON AREAS, COMMON ELEMENTS, AND COMMON MAINTENANCE AREAS

Section 1. Common Areas and Elements. The Common Areas and elements shall include all areas designated on the face of the Plat and all property not located within the individual lots.

Section 2. Use of Common Areas. No gardening, or planting shall be done by owners in common areas and no fences, hedges, or walls shall be erected or maintained by homeowners in such areas, except for those improvements and landscaping placed in such areas by the Declarant or the Board of Directors. It is expressly acknowledged and agreed by all parties that this Section is for the mutual benefit of all Owners and is necessary for the protection of all Owners.

Section 3. No Partition of Common Areas. Except as permitted in this Declaration, there shall be no physical partition of the common areas or any part thereof, nor shall any person acquiring any interest in the properties or any part thereof seek any such

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judicial partition unless such properties have been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring or disposing of tangible personal property which may or may not be subject to this Declaration.

Section 4. Maintenance and Repair of Utility Systems. Individual homeowners shall be assessed for expenses incurred to maintain and repair utility systems and common driveways serving individual homes in the Plat when such expenses are not incurred for the benefit of all homes in Amberleigh or are occasioned by the conduct of less than all of the owners. A special assessment will be imposed on such owners. Homeowners must reimburse the Homeowners' Association within 30 days of being billed for such maintenance or repair expenses and, if the homeowner fails timely to reimburse the Homeowners' Association, such expenses shall become a lien against an individual property owner's home.

ARTICLE XVI

UTILITIES

RESERVED

ARTICLE XVII

GENERAL PROVISIONS

Section 1. Covenants Running with the Land. These covenants are to run with the land and be binding on all parties and persons claiming under them for a period of 30 years from the date these

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covenants are recorded, after which time the covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by seventy-five percent of the individuals then owning Lots has been recorded which reflects their intent to amend the covenants in whole or in part.

Section 2. Amendment. The covenants and restrictions articulated in this Declaration shall run with the land and bind the land for a term of 30 years from the date that this Declaration is recorded. After 30 years have expired, the covenants shall be automatically extended in accordance with the provisions set forth in Section 1 of this Article. This Declaration and the Bylaws may be amended during the initial 30 year period if 51 percent of the members vote to amend particular provisions of either instrument. This Declaration may be amended during the Development Period by any instrument signed by both the Declarant and the Owners of at least 51 percent of the Lots, including those owned by the Declarant. The provisions expressly referring to the Declarant may not be amended without the Declarant's approval. All amendments must be filed with the office of the Snohomish County Auditor.

Section 3. Enforcement. The Association, the Board, or any Owner shall have the right to enforce, by any legal proceeding, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration.

Section 4. Attorneys' Fees. In the event that it is necessary to seek the services of an attorney in order to enforce any

(1) provision of this Declaration or (2) lien created pursuant to the authority of this Declaration, the individual against whom enforcement is sought shall be obliged to pay any attorneys' fees and any expert witness fees incurred. If the Owner fails to pay such fees within 60 days, such fees shall become a lien against the Owner's Lot.

Section 5. Compensation for Witnesses. In any action to enforce the terms of this Declaration, or any action in which the Association is a party, members of the Board, the Board or the Declarant who testify in behalf of the Association, shall be compensated for time spent at depositions and at trial at the rate of \$25.00 per hour by the Association.

Section 6. Responsibility of Association for Attorney Fees of Board Members. If a member of the Board is named personally in a legal action involving the Association business, the Association shall pay attorneys fees incurred by that Board member if the Board member has not engaged in intentional misconduct. The Board member shall ask the Board to assume responsibility for attorneys fees and the Board shall be allowed to select the attorney and control litigation.


Section 7. 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 8. 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 9. Rule Against Perpetuities. In the event that any provision or provisions of this Declaration violate the rule against perpetuities, such provision or provisions shall be construed as being void and of no effect as of 21 years after the death of the last surviving incorporator of the Association or 21 years after the death of the last survivor of all of the incorporators' children and grandchildren who shall be living at the time this instrument is executed, whichever is later.

IN WITNESS WHEREOF the undersigned, being the Declarant herein, have hereunto set their hand and seal this 22nd day of March, 1995.


WILLIAM E. BUCHAN, Chairman of William E. Buchan, Inc.

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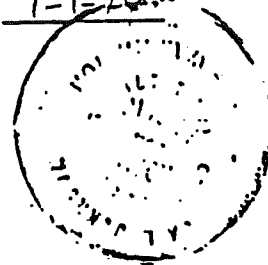
STATE OF WASHINGTON)

COUNTY OF KING)

On this 22nd day of March, 1995, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared WILLIAM E. BUCHAN, to me known to be the Chairman of WILLIAM E. BUCHAN INC., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

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

Gail Johnson
Signature of Notary
Gail Johnson
Printed Name of Notary
NOTARY PUBLIC in and for the
State of Washington.
My commission expires 1-1-96



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AFTER RECORDING Mail to:
WM. BUCHAN INC.
11555 NORTHUP WAY
BELLEVUE, WA 98004
ATTN: ARON

MT 22369

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR THE AMBERLEIGH
HOMEOWNERS' ASSOCIATION**

THIS FIRST AMENDMENT to the Covenants running with the land made this 16 day of July 1996 by the Declarant, William E. Buchan, Inc., who is the owner of certain land situated in the state of Washington, County of Snohomish.

WHEREAS; William E. Buchan, Inc., ("Declarant"), filed a Declaration of Covenants, Conditions and Restrictions for the Amberleigh Homeowners' Association on March 30, 1995 under Snohomish County Recording No. 9503305004 The Declaration imposes various conditions and restrictions on property in Amberleigh.

WHEREAS; Article I, Section 4 of the Declaration defines "Common Maintenance Areas."

WHEREAS; Article VI of the Declaration defines and provides for use of the Areas of the Plat.

WHEREAS; Article VII of the Declaration provides for Maintenance and Management of Common Areas.

WHEREAS, the Development Period has not yet expired.

WHEREAS; Article XVII, Section 2, provides that this Declaration can be amended if the owners of 51% of the lots approve the amendment. On this date, the Declarant owns more than 51% of the lots in this subdivision.

WHEREAS; Declarant finds it necessary to amend the Declaration to provide for landscape maintenance, the maintenance of fences and the maintenance of mailbox stands in Amberleigh.

WHEREAS; Declarant amends the Declaration as follows:

WHEREAS ARTICLE I, SECTION 4, ENTITLED "COMMON MAINTENANCE AREAS" IS AMENDED AS FOLLOWS:

NUMBER 7 IS REPLACED TO READ AS FOLLOWS:

7. Lawn areas, plantings and landscaping between the street and edge of the building and outside the private courtyards.

NUMBER 11 IS ADDED TO READ AS FOLLOWS:

11. Mailbox stands within the plat of Amberleigh.

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

Chicago Title Ins. Co.

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WHEREAS, ARTICLE VI, SECTION 5, ENTITLED "FENCES" IS ADDED TO READ AS FOLLOWS:

Section 5 Fences

a. Party Fences: There are some houses with shared party fences which are fences located on property lines between lots and shared by lots. If it becomes necessary to repair or maintain party fences, the owners who share the fence shall make repairs and shall each bear an equal share of the repair expense unless the repair is due to damage caused by one of the owners, in which case that owner shall be responsible for the repair. If homeowner(s) fail to make timely repairs to fences, the Board will determine if the repairs are necessary, give the owner(s) 30 days notice of the need to make repairs, and make such repairs and assess the property owner(s) for repair costs.

b. Common Fences: There are common fences throughout the plat of Amberleigh which are located on common areas and tracts and not shared by individual lots. The Maintenance and repair of common fences is the responsibility of the Amberleigh Homeowners' Association.

c. Private Fences: There are private fences in the plat of Amberleigh which are on individual lots, not shared by lots, but which may be located on a lot line between a lot and common area or tract. If it becomes necessary to repair or maintain private fences, the property owner of said lot shall make the repairs. If the homeowner fails to make timely repairs to fences, the Board will determine if the repairs are necessary, give the owner 30 days notice of the need to make repairs, and make such repairs and assess the property owner for repair or maintenance costs.

WHEREAS ARTICLE VII, SECTION 5, ENTITLED "LAWN MAINTENANCE," IS REPLACED TO READ AS FOLLOWS:

Section 5 Lawn Maintenance All lawn areas, plantings and landscaping between the street and edge of the building and outside the private courtyards shall be maintained by the Association. No changes may be made to the landscaping in these areas without written approval from the Board.

IN WITNESS WHEREOF the undersigned Declarant has affixed his signature.

WILLIAM E. BUCHAN, INC.

By: 

W. Carl Buchan, President

960719002

3187052547

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 16 day of July, 1996, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared W. CARL BUCHAN, to me know to be the individual described in and who executed the within foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

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

Aron Golden
NOTARY PUBLIC in and for
the State of Washington,
residing at Seattle
My appointment expires 5/24/00



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SNOWDON COUNTY WASH.
DEPUTY

MILL CREEK DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION made this 21ST day of April, 1975, by UNITED DEVELOPMENT CORP., hereinafter called the DECLARANT, provides as follows:

Article I

Purpose

1.1 DECLARANT is the owner of certain real property in the County of Snohomish, State of Washington, known as MILL CREEK-1, such plat being recorded in the office of the Snohomish County Auditor, Snohomish County, Washington and is desirous of subjecting the real property described in said plat and any other property as provided for in Section 3.2 below, to the restrictions, covenants, reservations, easements and charges hereinafter set forth, each and all of which is and are for the benefit of said property and for each Owner thereof, and shall inure to the benefit of and pass with said property and each and every parcel thereof and shall apply to and bind the successors in interest and any owner thereof. These easements, restrictions, covenants and conditions are intended to protect the value and desirability of the aforesaid real property.

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1.2 UNITED DEVELOPMENT CORP. hereby declares that the real property described in said plat and any other property as provided for in Section 3.2 below, is and shall be held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations, easements and charges hereinafter set forth. The entire area shown on the above referenced plat or any subsequent plats filed pursuant to this Declaration, shall be subject to the following restrictive covenants and restrictions hereinafter referred to as "MILL CREEK DECLARATION OF RESTRICTIVE COVENANTS."

Article II

Definitions

The following words when used in this Declaration or any supplemental declaration, unless the context shall prohibit, shall have the following meanings:

2.1 "ASSOCIATION" shall mean the MILL CREEK COMMUNITY ASSOCIATION, a Washington non-profit corporation.

2.2 "BOARD" shall mean the Board of Directors of MILL CREEK COMMUNITY ASSOCIATION.

2.3 "BUILDING SITE" shall mean any Lot or portion thereof, or any two or more contiguous Lots, or a parcel of land of record in a single ownership and upon which a structure may be erected in conformance with the requirements of this Declaration.

2.4 "BYLAWS" shall mean the Bylaws of the Association.

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2.5 "COMMITTEE" shall mean the Architectural Control Committee.

2.6 "COMMON PROPERTY" shall mean land and/or facilities which the Association owns and/or maintains.

2.7 "DECLARANT" shall mean UNITED DEVELOPMENT CORP., a Washington corporation, its successors and assigns.

2.8 "DECLARATION" shall mean this MILL CREEK DECLARATION OF RESTRICTIVE COVENANTS dated the ____ day of _____, 1975 as the same may be supplemented or amended from time to time.

2.9 "DEVELOPMENT" shall mean all property included in any plat which is subject to this Declaration or which is made subject to this Declaration by specific reference.

2.10 "FACILITY" shall include playground equipment; trail system, not accepted by the County of Snohomish as sidewalks; street furniture; and all other common buildings, appurtenances or land improvements for common use by MILL CREEK residents or the general public.

2.11 "LEASED LIVING UNIT" shall mean an apartment consisting of one or more rooms intended for use and occupancy by a tenant of the owner.

2.12 "LIVING UNIT" shall mean any structure or portion of a structure situated upon the properties designed and intended for use, occupancy and ownership as a residence by a single family.

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2.13 "OWNER" shall mean the record owner, whether one or more persons or entities, of fee simple title to any building site or living unit situated upon the properties, but shall not mean a mortgagee nor a condominium association owning record title to a tract of land on which is located a condominium development.

2.14 "PROPERTIES" shall mean all the property hereinabove described and all property included in subsequent plats or conveyances by specific reference and additions thereto subject to this Declaration or any supplemental declaration under the provisions of Article III hereof.

Article III

Property Subject To This Declaration

3.1 Property Description: The real property which is and shall be held and conveyed, transferred and sold subject to the conditions, restrictions, covenants, reservations, easements and charges with respect to the various portions thereof set forth in the various clauses and subdivisions of this Declaration is located in the County of Snohomish, State of Washington and is more particularly described in Article I above. No property other than that described above shall be deemed subject to this Declaration unless and until specifically made subject thereto.

3.2 Addition Procedures: The Declarant may, from time to time, subject additional real property to the conditions, restrictions, covenants, reservations and charges

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herein set forth by appropriate reference hereto. Declarant shall effect such addition by recording a Plat of the real property to be added or by Deed or conveyance containing appropriate dedication language and refer to this Declaration, and by:

3.2.1 Describing the real property being added and designate the permissible uses thereof.

3.2.2 Setting forth any new or supplemental restrictions or covenants which may be applicable to such added property, including limited or restrictive uses of common areas. Such supplemental declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties. In no event, however, shall such supplemental declaration revoke, modify or add to the covenants established by this Declaration with respect to the specific real property already subject to this Declaration.

3.2.3 Declaring that such added property is held and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the provisions of this Declaration. Upon the recording of such plat or conveyance, the added area shall become a part of the development and shall be deemed a part or portion of the properties.

Article IV

Mill Creek Community Association

4.1 General: The Association is a Washington non-profit corporation organized to further and promote the common interests of property owners in the development. The Association shall have such powers in the furtherance of it's purposes as are set forth in it's Articles and Bylaws.

The Association shall operate and maintain at it's cost in neat and good order, and for the use and benefit of the owners of the property in the development, all land

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and/or facilities from time to time designated, transferred or conveyed by the Declarant to the Association; further, the Association shall maintain at it's cost in neat and good order the planting medians within the public right-of-way after said medians have been landscaped and planted by the Declarant in accordance with improvement plans on file with the Snohomish County Engineer. When the Declarant conveys common properties to the Association, such conveyance shall be by an appropriate Deed, transferring marketable title. The Association shall pay the established monthly street light fee to the Public Utility District of Snohomish County. Such fees are established by the Public Utility District Commissioners and include repair, replacement, operation, maintenance and energy costs. The Association shall be responsible for the monthly fee until such fees are assumed by any municipal corporation or other public agency.

4.2 Membership: Members of the Association shall be every owner of a fee or undivided fee interest in any building site or living unit subject by covenants of record to assessment by the Association and every person who holds a contract purchaser's interest of record in a building site or living unit. There shall be no other qualification for membership except as set forth above. Membership shall terminate on transfer of fee simple title by an owner or the contract purchaser's interest by a contract purchaser who qualifies as a member. If an owner sells a building site or living unit

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by contract of sale, upon recordation thereof the owner's membership shall terminate and the contract purchaser's membership shall commence.

4.3 Voting Rights: There shall be two classes of voting membership:

4.3.1 Class A: Class A members will be all those members other than the Declarant. Class A members will be entitled to one vote for each building site or living unit in which they hold the interest required for membership by Section 4.2 above; PROVIDED, HOWEVER, with respect to living units which are part of a townhouse, rowhouse or cluster-type apartment or condominium development, voting rights shall be commensurate with participation in assessments as hereinafter provided in Section 6.3 below. If more than one person holds such interest or interests, all such persons shall be members, but the vote for such building site or living unit shall be exercised as the persons holding such interest shall determine between themselves, provided that in no event shall more than one vote be cast with respect to any such building site or living unit. Class A members shall be entitled to elect two members of the Board of Directors of the Association so long as there is Class B membership.

4.3.2 Class B: The Class B member shall be the Declarant. The Class B member shall be entitled to elect three members of the Board of Directors of the Association. Class B membership may be converted to Class A membership at the option of the Class B member evidenced by written notice to the Secretary of the Association, and shall be converted to Class A membership without further act or deed on December 31, 1999.

Article V

Property Rights In The Common Properties

5.1 Members' Easements of Enjoyment: Subject to the provisions of Section 5.3 of this Article, every member shall have a right of easement and enjoyment in and to the common properties, and such easement shall be appurtenant to

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and shall pass with the title to every Lot or living unit and upon recordation of a Contract of Sale of any Lot or living unit.

5.2 Title to Common Properties: The Declarant may retain legal title to the common properties until such time as it has completed improvements thereon and until such time as in it's opinion the Association is able to maintain the same. Notwithstanding the foregoing, the Declarant shall convey the common properties to the Association free and clear of all liens and encumbrances not later than December 31, 1999. The Declarant if directed by the Association prusuant to the same vote of membership as required for dedication of the common properties may convey the common properties to a municipal corporation, public agency or authority rather than convey such common properties to the Association.

5.3 Extent of Members' Easements: The rights and easements of enjoyment created hereby shall be subject to the following:

5.3.1 The right of the Association to limit the number of guests of members.

5.3.2 The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated on the common properties.

5.3.3 The right of the Association to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid and for any period not to exceed thirty (30) days for any infraction of it's published rules and regulations.

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5.3.4 The right of the Declarant and the Association in accordance with it's Articles and Bylaws to mortgage said property as security for any loan, the purpose of which is improvement of the common properties. In the event of a default upon any such mortgage, the lender's rights hereunder shall be limited to a right after taking possession of such properties to charge admission and other fees as a condition of continued enjoyment by the members, and if necessary, to open the enjoyment of such property to a wider public until the mortgage debt is satisfied, whereupon the possession of such property shall be returned to the Association and all rights of the members hereunder shall be fully restored.

5.3.5 The right of the Association to dedicate or transfer all or any part of the common properties to any municipal corporation, public agency or authority for such uses and purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer, however, shall be effective except pursuant to a vote of the members as provided by the Articles of Incorporation.

5.4 Delegation of Use: Any member may delegate in accordance with the Bylaws, his rights of enjoyment to the common properties to the members of his family and his tenants.

Article VI

Covenant For Maintenance Assessment

6.1 Creation of The Lien And Personal Obligation of Assessment: Declarant, for each Lot and living unit within the properties, hereby declares that each owner of any building site or living unit by acceptance of the Deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time

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as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a continuing lien upon the property against which each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be a personal obligation of the person who is the owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

6.2 Purpose of Assessments: The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the properties and in particular, for the improvement and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of the common properties and of the homes situated upon the properties. Without limiting the generality of the foregoing, assessments may be used to lease facilities for the use of residents in the properties.

6.3 Basis of Annual Assessment: Unless changed by a unanimous vote of the Board of Directors, the maximum annual assessment for any building site on which is located a single family detached dwelling shall be \$96.00 per year. The assessment for living units which are part of a townhouse, row house or a cluster-type condominium development which is

a single living unit in height shall be at such assessment ratio as shall be determined by the Board of Directors for that particular development, having in mind the additional amenities furnished to the particular living units not otherwise available to the members. In no event shall such ratio be less than fifty (50%) per cent of the assessment per building site improved by a single family detached dwelling. Structures composed of leased living units and condominium developments of more than one living unit in height shall be assessed at such assessment ratio as determined by the Board of Directors in respect to each such structure and with respect to each such condominium development, but not in excess of fifty (50%) per cent of the assessment per building site improved by a single family detached dwelling unit for each leased living unit in such structure or each living unit in such condominium. The Board of Directors may, at their option, reinstitute the maximum assessment as paid by single family detached living units, if deemed necessary.

The Board of Directors of the Association may, after consideration of the current maintenance costs and the financial requirements of the Association, fix the annual actual assessment at an amount less than the maximum. In such event, the amount of such assessment shall be the basis upon which lesser assessment ratios as heretofore set forth shall be determined. Although assessment amounts may be changed as herein provided, assessment ratios for living

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units and structures determined by the Board of Directors pursuant to this section, shall not be changed.

Upon the vote of the membership as hereinafter provided, the Association may change the maximum annual assessment fixed by this Section prospectively.

6.4 Special Assessments For Capital Improvements:

Upon vote of the members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the cost of construction or reconstruction or expected repair or replacement of a described capital improvement upon the common properties, including necessary fixtures and personal property related thereto. The assessment ratio for any living unit or structure as determined pursuant to Section 6.3 shall be applicable to special assessments.

6.5 Voting and Notices For Special Assessment and Change

of Maximum Assessment: Any special assessment or change in maximum annual assessment must have the assent of two-thirds of the votes of each Class of members at a meeting duly called for that purpose and said assessment must be subsequently approved by the Board of Directors. Written notice of such meeting called for such purpose shall be sent to all members at least thirty (30) days in advance of the date of such meeting, setting forth the purpose of the meeting.

6.6 Date of Commencement of Annual Assessment: The initial annual assessments shall commence on the first day of such month as determined by the Board of Directors of the Association, and shall be made for the balance of the calendar year and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on MARCH 1st of such year.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessment for the first time shall be pro-rated on a calendar year basis according to the date of the first assessment or the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the Resolution authorizing such assessment.

6.7 Duty of Board of Directors: The Board of Directors shall fix the amount of the annual assessment against each building site or living unit and give the owner subject thereto written notice of such assessment at least thirty (30) days in advance of the due date of such assessment. The Board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep such roster in the Association office, subject to inspection by any owner.

The Association shall, upon demand, at any time furnish to any owner liable for an assessment a certificate

6.9 Subordination of The Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or Deed of Trust. Sale or transfer of any building site or living unit shall not affect the assessment lien. However, the sale or transfer of any building site or living unit which is subject to any mortgage or Deed of Trust, pursuant to a Decree of Foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a Deed of Trust, shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such building site or living unit from liability from any assessments thereafter becoming due or from the lien thereof.

6.10 Exempt Property: The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

6.10.1 All properties to the extent of any easement or other interest therein dedicated and accepted by a municipal corporation or other local public authority and devoted to public use.

6.10.2 All common properties.

6.10.3 Land owned or being acquired by Declarant.

6.10.4 Land owned or held for commercial use.

6.10.5 Land owned or held for private recreational use.

Article VII

Restrictions on Use of Property by Occupants

7.1 Use Restrictions: The following restrictions shall be applicable to the use of any property subject to this Declaration:

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7.1.1 No animals or fowls shall be raised, kept or permitted upon the properties or any part thereof, excepting only domestic dogs or cats and excepting caged pet birds kept within the dwelling house, provided said dogs, cats and pet birds are not permitted to run at large and are not kept, bred or raised for commercial purposes or in unreasonable numbers.

7.1.2 No part of the properties shall be used for the purpose of exploring for, taking therefrom or producing therefrom gas, oil or other hydrocarbon substances.

7.1.3 No noxious or offensive activity shall be carried on upon the properties or any part thereof, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood or detract from its value as a high-class residential district.

7.1.4 It shall be the duty of the owner or occupant of any building site to improve and maintain in proper condition the area between the property line of said building site and the nearest curb or improved street, including installing and maintaining parking bays within said area, and no trucks, motor homes, campers, trailers or boats shall be parked or permitted to remain in said area unless screened from view from the street and adjacent properties.

7.1.5 No owner or occupant shall remove or significantly alter any tree in any street, right-of-way, park or recreational area or other part of the common properties or properties unless permission in writing is first granted by the Association.

7.1.6 No garbage, refuse or rubbish shall be deposited or kept on any lot or building unit except in a suitable container. All areas for the deposit, storage or collection of garbage or trash shall be substantially shielded or screened from neighboring property, golf course and private recreation areas or common areas, PROVIDED, HOWEVER, that garden trash that is required to be placed at a designated point in order to be collected may be placed and kept at such designated point and need not be in any container for periods not exceeding twenty-four (24) hours. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

7.1.7 Grading, clearing, removal or cutting of natural vegetation and/or stumps shall not be permitted without prior written approval of the Board of Directors.

7.1.8 It shall be the duty of the owner or occupant of any building on private property to connect all roof drains and area storm drains on this property to the public or primary storm sewer system unless the Committee deems such connection to be unnecessary.

Article VIII

Architectural Control Committee

8.1 Architectural Control Committee: The Board of Directors shall appoint an Architectural Control Committee of three (3) or more persons, one of whom must be a licensed Architect, who need not be members of the Association, which Committee may act for the Board to the extent set forth in this Declaration. One member of the Architectural Control Committee shall be appointed for one year; the second member for two years; the third member, for three years. Thereafter, members of the Architectural Committee shall be appointed or selected for three (3) year terms.

8.2 Jurisdiction and Purpose: The Committee shall have the right to review and thereby either approve or reject all plans and specifications for any building or structure to be constructed or modified within the properties which do not conform to the architectural guidelines. Enforcement of these covenants shall be carried out by the MILL CREEK COMMUNITY ASSOCIATION.

8.2.1 No building shall be erected, placed or altered on any Lot or building site (single family attached, single family detached, multi-family or commercial) on the property until the building plans, specifications, plot plan and landscape plans are submitted

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by the owner or his representative to the Architectural Control Committee and found by said Committee to be in accordance with the guidelines and the procedures established by the Committee. It shall be the obligation of each owner to familiarize himself with the rules, regulations and procedures of the Committee. All costs incurred by the Committee for inspections, plan review and consultants shall be paid for by the Association.

8.2.2 The Architectural Control Committee shall administer the recommendations embodied in the cutting preserve limits as outlined on the improvement plans and the typical preserve treatment plans on file with the Snohomish County Engineer's Office.

8.2.3 For the purpose of determining the minimum rear and side yard requirements under the County Zoning Resolutions, the Mill Creek Golf Course and all common areas are "limited access open spaces", but are considered as "public open space" when computing rear and side yard requirements as detailed in Title 18 of the Snohomish County Code.

8.3 Approval Procedures:

8.3.1 Any approval requested of the Committee shall be requested in writing and shall be submitted to the Association headquarters unless the Committee shall record an instrument establishing a different place to submit such plans.

8.3.2 In the event the Architectural Control Committee fails to respond to the owner's application and submittal with reference to proposed plans and specifications within thirty (30) days after said plans and specifications have been submitted by the owner in writing to the Committee for such proposed construction, addition, alteration or change, then and in that event, compliance will be deemed to have been granted by said Committee and formal written approval will not be required and this provision shall be deemed to have been fully complied with. In the event an owner enters into construction, addition, alteration or change of any building on a building site on the properties without having first submitted in writing the proposed plans and specifications to the Committee for such work and completes such work without any notice of non-compliance from the Association or said Committee, then and in that event, after the lapse of six months from the completion of such work with no suit or action having been brought to enjoin the construction, addition, alteration or change or to force compliance by change or removal of such work with this provision then approval

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will not be required and this provision shall be deemed to have been fully complied with. The decision of a majority of the members of the Committee shall be the decision of the Committee.

8.3.3 The Committee, in the discharge of its obligations hereunder and in its deliberations, shall act objectively and fairly in making decisions concerning various plans, specifications, plot plans and landscape plans submitted to it by various owners for consideration. Further, the determinations of the Architectural Control Committee, as to non-compliance, shall be in writing signed by the Committee and shall set forth in reasonable detail the reason of non-compliance

Article IX

Restrictions on Construction, Maintenance and Improvement

9.1 Restrictions: The following restrictions are applicable to construction, maintenance and improvements on all the residential properties:

9.1.1 No fence, hedge, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Committee.

9.1.2 All roofing material shall be approved by the Committee.

9.1.3 All driveways and parking bays shall be constructed of asphalt paving, unless approval for use of other material is granted by the Committee.

9.1.4 The location, color, size, design, lettering and other particulars of mail or paper delivery boxes shall be subject to approval of the Committee.

9.1.5 No sign or other advertising device of any character shall be erected on any Lot or building site or maintained upon any part of the properties except one sign not larger than eighteen inches by twenty-four (18" x 24") inches advertising the Lot or

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building site for sale or for rent by the builder of the improvements on such property or the owner or his agent.

9.1.6 All outside television and radio aerials and antennas are prohibited without express written approval of the Association or the Committee.

9.1.7 No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes nor any pole, tower or other structure supporting said outdoor overhead wires shall be erected, placed or maintained within the properties. All purchasers of Lots within the properties, their heirs, successors and assigns shall use underground service wires to connect their premises and the structures built thereon to the underground electric or telephone utility facilities.

9.2 Right of Entry of Association Representative: Any agent or officer of the Association may at any reasonable pre-determined hour or hours upon twenty-four (24) hours notice during construction or exterior remodeling, enter and inspect any of said property as to its maintenance or improvements to determine if there has been compliance with the provisions hereof. The Association and any agent or officer thereof shall not thereby be deemed guilty of any manner of trespass for such entry or inspection.

9.3 Evidence of Compliance With Restrictions: Records of the Association with respect to compliance with the provisions of this Declaration shall be conclusive evidence as to all matters shown by such records. After the expiration of six (6) months following the completion of any construction, addition, alteration or change to any building on a building site, in the absence of any notice to comply or in the absence of any suit to enjoin such work or to force compliance

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by change or removal of such work within said period, then and in that event said structure work, improvement or alteration shall be deemed to be in compliance with the provisions of this Declaration.

Article X

Maintenance Obligations of Owner

10.1 Vacant Lots: It is the intent of these restrictions that vacant Lots be maintained in a reasonably presentable condition. Therefore, the Association shall have the right at all times to enter upon any Lot or building site that is vacant and unplanted or untenanted by the owner, after reasonable notice to the owner, to remove debris, weeds or other waste material and to trim, cut back, remove if damaged or dead, cultivate and/or maintain hedges, trees, shrubs, plants or lawns and to charge the expense thereof to the owner as an assessment. The Association shall have the rights with respect to such assessment as set forth in Article VI as to annual and special assessments.

10.2 Owner's Obligation to Maintain Planting: Where the Association has permitted an owner to plant a portion of the common properties abutting the owner's property in accordance with the owner's landscaping design, the owner shall thenceforth be obligated to maintain at his own expense such planting. Failure of the owner to maintain the landscaping of such portion of the common properties or parking bays thereon shall give the Association a right upon reasonable

herein provided. No change of conditions or circumstances shall operate to amend any of the provisions of this Declaration which may be amended only in the manner provided herein.

Except for provisions relating to voting rights of members, limitations on the amount of assessments or annual charges and rights of members in common areas, none of which may be changed if more than thirty-three and one-third (33-1/3%) percent of the members of the Association entitled to vote thereon cast their vote against the change, any of the covenants herein contained may be amended and/or new covenants affecting the Development may be created by the filing of an appropriate document in the Office of the Auditor of Snohomish County, or other proper recording office. An amendment to this Declaration executed and acknowledged by the proper officers of the Association shall set forth substantially the following provisions:

12.1.1 The covenant intended to be added or amended;

12.1.2 A description or designation of the part of the Development upon which such amendment or new covenant is intended to be operative, which description or designation may refer to or appear on a plat to be filed with a certificate;

12.1.3 A statement that a resolution adopting such amendment or such new covenant was duly adopted at a duly held regular or special meeting of the Board after a meeting of the members of the Association, at which meeting the resolution was voted for by more than fifty (50%) percent of the voting members of the Association. If such amendment relates to the voting rights of the members, the limitations on the amount of the assessment or annual charge or the rights of members of common areas, such statement shall represent that not more than thirty-three and one-third (33 1/3%) percent of the members of the Association entitled to vote thereon cast their vote against the amendment.

NOV 21 1975

2362420

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notice to the owner to maintain such areas of the common properties and to charge the expense thereof to the owner as an assessment to be collected in the manner provided in Article VI.

10.3 Reasonable Notice: "Reasonable notice", as that term is used in this Article, shall mean mailing by certified mail to the last known address of the owner shown on the books of the Association not less than ten (10) days before entry on such owner's property is made or maintenance of such landscaping is undertaken pursuant to Section 10.2.

Article XI

Erection of Signs or Structures by Declarant

11.1 Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant or it's duly authorized agent of structures or signs for the conduct of it's business in connection with or upon the properties while the same or any part thereof is owned by Declarant.

Article XII

General Provisions

12.1 Duration: Covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or the owner of any building site or living unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns in perpetuity. The covenants and restrictions of this Declaration may be amended as

APR 21 1975

2382420

OFFICIAL RECORDS

22-
vol 857 page 640

12.2 Notices: Unless otherwise provided herein, any notices required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.

12.3 Enforcement: The Association or any owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants and reservations imposed by the provisions of this Declaration and a similar right shall exist with respect to recovery of damages for any such violation. Failure of the Association or of any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereunder.

12.4 Severability: Invalidation of any one of these covenants or restrictions by Judgment or Court Decree shall in no way affect any other provisions which shall remain in full force and effect.

12.5 Effect of Municipal Ordinances: Police, Fire and other public safety Ordinances of any municipal corporation having jurisdiction over any portion of the properties shall govern where more restrictive than these covenants and restrictions.

12.6 Interpretation of Covenants: The Board shall have the right to determine all questions arising in connection with the Declaration and to construe and interpret the

2382420

OFFICIAL RECORDS

vol 857 pg 642

APR 21 1975

provisions of the Declaration and it's good faith determination, construction or interpretation shall be final and binding.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set it's hand and seal as of the day and year first hereinabove set forth.

UNITED DEVELOPMENT CORP.

By: *Robert L. ...*
President

ATTEST:

John H. ...
Secretary

RECEIVED
UNITED STATES COURT OF APPEALS
FOR THE DISTRICT OF COLUMBIA
APR 21 1975

APR 21 PM 4 07

RECORDED
INDEXED

United Development Corp
218-3-2 Ave S
2500 - 2500 100 9800

2362-120

OFFICIAL RECORDS
VOL 857 PAGE 643

APR 21 1975

7MC 7 38-167

AMENDMENT TO MILL CREEK COMMUNITY ASSOCIATION BYLAWS

KNOW ALL MEN BY THESE PRESENTS:

That, amendment is hereby made to Article V of the Mill Creek Community Association Bylaws as follows:

"5.2 TERM: At the General Membership meeting on June 13, 1979, the Class A members shall elect one director for a term of one year and one director for a term of two years. Thereafter, the members entitled to vote for directors as provided in the Articles of Incorporation shall elect directors for a term of two years to fill the terms of office of directors whose terms expire."

AMENDMENTS TO MILL CREEK DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That, amendment is hereby made to Article IV of the Mill Creek Declaration of Restrictive Covenants as follows:

"4.3.2 Class B: The Class B member shall be the Declarant. The Class B member shall be entitled to elect three members of the Board of Directors of the Association. Class B membership may be converted to Class A membership at the option of the Class B member, evidenced by written notice to the Secretary of the Association, and shall be converted to Class A membership without further act or deed on December 31, 1988, or, when seventy-five percent (75%) of the planned density of 4,600 dwelling units, per the developer's Master Plan, has been achieved, whichever occurs first."

That, amendment is hereby made to Article VI of the Mill Creek Declaration of Restrictive Covenants by amendment to paragraphs 6.3 and 6.10.3 and addition of paragraph 6.10.6 as follows:

"6.3 Basis of Annual Assessment: Unless changed by a unanimous vote of the Board of Directors, the maximum annual assessment for any building site on which is located a single family detached dwelling shall be \$144.00 per year."

"6.10 Exempt Property: The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

"6.10.1 All properties to the extent of any easement or other interest therein dedicated and accepted by a municipal corporation or other local public authority and devoted to public use.

"6.10.2 All common properties.

"6.10.3 Undeveloped land owned or being acquired by Declarant.

"6.10.4 Land owned or held for commercial use.

"6.10.5 Land owned or held for private recreational use.

"6.10.6 Land owned or under purchase agreement by contractors or building entities who acquire such land or tracts from the Declarant for the purpose of constructing condominiums, single family attached housing, townhouses or apartments, such land or tracts shall be exempt at contractor's option until the units to be constructed on each specific phase of development have been approved for occupancy by the applicable governing authority.

1 - AMENDMENT

8006090130

Vol. 1671 p. 2461

That, amendment is hereby made to Article VII of the Mill Creek Declaration of Restrictive Covenants by addition of paragraph 7.1.9 as follows:

"7.1.9 It shall be the duty of the owner of any building site to landscape his property within one year from the date of closing on the property."

That, amendment is hereby made to Article VIII of the Mill Creek Declaration of Restrictive Covenants as follows:

"8.2.1 No building shall be erected, placed or altered on any lot or building site (single family attached, single family detached, multi-family or commercial) on the property until the building plans, specifications, plot plan and landscape plans are submitted by the owner or his representative to the Architectural Control Committee and found by said Committee to be in accordance with the guidelines and the procedures established by the Committee. It shall be the obligation of each owner to familiarize himself with the rules, regulations and procedures of the Committee. All costs incurred by the Committee for inspections, plan review and consultants shall be paid for by the applicant."

That, a Resolution adopting the foregoing amendments was adopted at a duly held meeting of the Board of Directors of the Mill Creek Community Association after a meeting of the members of the Association, at which meeting the Resolution was voted for by more than two-thirds of the votes of each class of members of the Association and at which meeting not more than 33 1/3% of the members of the Association entitled to vote thereon cast their vote against the amendment.

DATE: this 4th day of June, 1980.

RECORDED

1980 JUN -9 PM 1:01
FILED IN WASHINGTON
COUNTY CLERK'S OFFICE

STATE OF WASHINGTON,

County of King ss.

[Signature]
President

On this 4th day of June, A. D. 1980, before me,

the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared James L. Wilson, M.D., President, Mill Creek Community Association, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the said instrument as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

[Signature]
Notary Public in and for the State of Washington
residing at [Signature]

2 - AMENDMENT

8006090130

VOL 1671 PAGE 2462

AMENDMENTS TO MILL CREEK RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That, amendment is hereby made to Article VI of the Mill Creek Community Association Restrictive Covenants as follows:

"6.6 Date of Commencement of Annual Assessment: The initial annual assessments shall commence on the first day of such month as determined by the Board of Directors of the Association, and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on the date indicated on the Notice of Assessment."

That, amendment is hereby made to Article VI of the Mill Creek Community Association Restrictive Covenants as follows:

"6.8 The Effect of Non-Payment of Assessments; Lien of Association: If an assessment is not paid on the due date hereinabove set forth, thirty (30) days thereafter such assessment shall become delinquent. If delinquency occurs an additional 1/12 of such assessment shall be levied as penalty for each month, or portion thereof, so delinquent. The Secretary of the Association shall file in the office of the County Auditor in which the property is located, within ninety (90) days after delinquency, a statement of the amount of the delinquent assessments together with penalty and upon payment in full thereof, shall execute and file a proper release of such lien. Such assessment with penalty set forth above shall constitute a lien on such building site or living unit from date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of delinquent assessment plus penalty.

That, a Resolution adopting the foregoing amendments was adopted at a duly held meeting of the Board of Directors of the Mill Creek Community Association after a meeting of the members of the Association, at which meeting the Resolution was voted for by more than two-thirds of the votes of each class of members of the Association and at which meeting not more than 33 1/3% of the members of the Association entitled to vote thereon cast their vote against the amendment.

DATED this 15th day of July, 1981

[Signature]
President

RECORDED

JUN 12 PM 4:57

STATE OF WASHINGTON,
County of King ss

On this 15th day of July, A.D. 1981, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared James L. Wilson, M.D., President, Mill Creek Community Association, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the said instrument as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

[Signature]
Notary Public in and for the State of Washington
residing at Seattle



8108120217

8108120217

AMENDMENTS TO MILL CREEK DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That, the Mill Creek Declaration of Restrictive Covenants was filed April 21, 1975 under Snohomish County Washington, Auditor's File Number 2382420.

That, amendment is hereby made to Article IV of the Mill Creek Declaration of Restrictive Covenants as follows:

"4.3.1 Class A: Class A members will be all those members other than the Declarant. Class A members will be entitled to one vote for each building site or living unit in which they hold the interest required for membership. Section 4.2 above; PROVIDED, HOWEVER, with respect to living units which are part of a townhouse, rowhouse or cluster-type apartment or condominium development, voting rights shall be commensurate with participation in assessments as hereinafter provided in Section 6.3 below. If more than one person holds such interest or interests, all such persons shall be members, but the vote for such building site or living unit shall be exercised as the persons holding such interest shall determine between themselves, provided that in no event shall more than one vote be cast with respect to any such building site or living unit. Class A members shall be entitled to elect four members of the Board of Directors of the Association so long as there is Class B membership."

That, a Resolution adopting the foregoing amendments was adopted at a duly held meeting of the Board of Directors of the Mill Creek Community Association after a meeting of the members of the Association, at which meeting the Resolution was voted for by more than two-thirds of the votes of each class of members of the Association and at which meeting not more than 33-1/3% of the members of the Association entitled to vote thereon cast their vote against the amendment.

RECORDED

1983 MAY 16 PM 3:52
Snohomish County, Wash.
this _____ day of _____, 1983.
Anthony G. Levitsis, DDS, President
Deputy
Jill Smith
STATE OF WASHINGTON
County of Snohomish

On this _____ day of _____ A.D., 1983, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Anthony G. Levitsis, DDS, President, Mill Creek Community Association, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the said instrument as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Notary Public in and for the State of Washington
residing at _____

8805160277

43229

Community Association
15714 Country Club Drive
Mill Creek, WA 98012

500

AMENDMENT TO MILL CREEK COMMUNITY ASSOCIATION BYLAWS

KNOW ALL MEN BY THESE PRESENTS:

That, amendment is hereby made to Article VII of the Mill Creek Community Association Bylaws as follows:

"7.1.1 Adopt and publish rules and regulations governing the use of the Common Properties and facilities provided by the Association, and the personal conduct of members and their guests thereon, and to establish penalties for the infraction thereof and for violations of the declaration."

AMENDMENTS TO MILL CREEK DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That, amendment is hereby made to Article VII of the Mill Creek Declaration of Restrictive Covenants by amendment to paragraphs 7.1.3, 7.1.4, 7.1.7, 7.1.8 and 7.1.9 as follows:

"7.1.3 No noxious or offensive activity shall be carried on upon the properties or any part thereof, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood or detract from its value as a high-class residential district. Prohibited activity shall include, without limitation, permitting lawns to be unmown and unweeded, failing to maintain fences and painted or stained surfaces, and accumulation or storage of cordwood without screening the cordwood from view from the street."

"7.1.4 It shall be the duty of the owner or occupant of any building site to improve and maintain in proper condition the area between the property line of said building site and the nearest curb or improved street, including installing and maintaining parking bays within said area, and no trucks, motorhomes, campers, trailers or boats shall be parked or permitted to remain in said areas nor in the property's driveway unless screened from view from the street and adjacent properties."

"7.1.7 Grading, clearing, removal or cutting of natural vegetation and/or stumps shall not be permitted without prior written approval of the Architectural Control Committee."

"7.1.8 At the time the certificate of occupancy is issued, it shall be the duty of the owner or occupant of any building on private property to connect all roof drains and area storm drains on this property to the public or primary storm sewer system unless the Architectural Committee deems such connection to be unnecessary. Exposed curb connections should be screened from public view."

"7.1.9 It shall be the duty of the owner of any building site to landscape his property within one year from the date of final building inspection or within six months of first occupancy of the structure, whichever occurs first."

1 - AMENDMENT

8 5050100 54

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85050100 54

That, amendment is hereby made to Article IX of the Mill Creek Declaration of Restrictive Covenants by amendment to paragraphs 9.1.2, 9.1.3, 9.1.6, 9.1.8, 9.1.9 and 9.1.10 as follows:

"9.1.2 All roofing material shall be limited to either cedar shakes, cedar shingles, earhtone concrete tile, or flat roofs with asphalt material shielded from public view. All roofing material shall be approved in writing by the Committee."

"9.1.3 All driveways and parking bays shall be constructed of concrete or concrete aggregate unless written approval for other materials is granted by the Architectural Control Committee."

"9.1.6 All outside television, radio and satellite aerials and antennas are prohibited."

"9.1.8 Heat pumps, propane tanks, solar devices, chimney flues, hot tub pumps and similar exposed mechanical equipment shall be aesthetically concealed from view on all sides and shall be shielded in such a manner to minimize noise and safety impacts."

"9.1.9 No home with the same structural facade shall be repeated on the same street without written permission of the Architectural Control Committee."

"9.1.10 No chain link or similar metal fences or metal dog pens shall be allowed in the properties. All fences and dog pens facing common property or street frontages shall have natural landscaping to conceal the fence or dog pen."

That, amendment is hereby made to Article X of the Mill Creek Declaration of Restrictive Covenants by amendment to paragraphs 10.1 and 10.2 as follows:

"10.1 Vacant Lots: It is the intent of these restrictions that vacant lots be maintained in a reasonably presentable condition. Therefore, the Association shall have the right at all times to enter upon any lot or building site that is vacant and unplanted or untenanted by the owner, after reasonable notice to the owner, to remove debris, weeds or other waste material and to trim, cut back, remove if damaged or dead, plant, cultivate and/or maintain hedges, trees, shrubs, plants or lawns without the permission of the owner and to charge the expense thereof to the owner as an assessment. The Association shall have the rights with respect to such assessment as set forth in Article VI as to annual and special assessments."

"10.2 Owner's Obligation to Maintain Planting: Where the Association has permitted an owner to plant a portion of the common properties abutting the owner's property in accordance with the owner's landscaping plan, as approved in writing by the Committee, the owner shall thenceforth be obligated to maintain at his own expense such planting. Failure of the owner to maintain the landscaping of such portion of the common properties or parking bays thereon shall give the Association a right upon reasonable notice to the owner to maintain such areas of the common properties and to charge the expense thereof to the owner as an assessment to be collected in the manner provided in Article VI."

Miller Smith

2 - AMENDMENT

8 5050100 54

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1985 FEB - 1 14 9:00

PROCESSED

That, a Resolution adopting the foregoing amendments was adopted at a duly held meeting of the Board of Directors of the Mill Creek Community Association after a meeting of the members of the Association, at which meeting the Resolution was voted for by more than two-thirds of the voting members.

DATED this 25th day of April, 1985.

James P. Stewart
James P. Stewart, President

STATE OF WASHINGTON,)
County of San Juan } ss.

On this 25th day of April, A.D. 1985, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared James P. Stewart, President, Mill Creek Community Association, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the said instrument as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Shirley A. Christensen
Notary Public in and for the State of Washington
residing at Mill Creek, Wash



3 - AMENDMENT

8 5050100 54

VOL 1897 PAGE 1067

MILL CREEK COMMUNITY ASSN
15714 COUNTRY CLUB DRIVE
MILL CREEK, WA 98012

60

REGISTERED

A-231200

AMENDMENT TO MILL CREEK COMMUNITY ASSOCIATION APR 25 AM 11:39

DECLARATION OF RESTRICTIVE COVENANTS JAMES AUGUSTA
JENKINS COUNTY, GA

DEPUTY

Betty Daniels

KNOW ALL MEN BY THESE PRESENTS:

That, amendment is hereby made to Article VI, Paragraph 6.8, of
the Mill Creek Community Association Declaration of Restrictive Covenants
as follows:

"6.8 The Effect of Non-Payment of Assessments; Lien of
Association: If an assessment is not paid on the due date herein-
above set forth, thirty (30) days thereafter such assessment shall
become delinquent. If delinquency occurs an additional 1/12th of
such assessment shall be levied as penalty for each month, or por-
tion thereof, so delinquent. The Secretary of the Association may,
at any time on or after the date the assessment is delinquent ninety
(90) days, file in the office of the County Auditor in which the
property is located, a statement of the amount of the delinquent
assessments together with penalty, and upon payment in full
thereof, shall execute and file a proper release of such lien.
Such assessment with penalty set forth above shall constitute
a lien on such building site or living unit from date of filing
notice of delinquency until the lien is released as herein provided.
The Association may bring an action at law to enforce payment of
delinquent assessment plus penalty.

In the event a Judgment or Decree is obtained in favor of the
Association, the owner shall be liable for the Association's Court
costs and disbursements and a reasonable attorney fee to be fixed
by the Court, such costs, disbursements and attorney fees to be
further secured by such lien. No owner may waive or otherwise
escape liability for assessments by non-use of the common prop-
erties or abandonment of his building site or living unit."

That, amendment is hereby made to Article XII, Paragraph 12.3, of
the Mill Creek Community Association Declaration of Restrictive Covenants
as follows:

"12.3 Enforcement: The Association or any owner shall have
the right to enforce by any proceeding at law or in equity all re-
strictions, conditions, covenants and reservations imposed by the
provisions of this Declaration and a similar right shall exist with
respect to recovery of damages for any such violation. In the
event a Judgment, or Decree, or Court Order is entered in favor
of the Association or any owner in any action at law or in equity
to enforce these provisions, the defendant in such action shall
be liable for the Association's or owner's Court costs and disburse-
ments and reasonable Attorney fees to be fixed by the Court.
Failure of the Association or of any owner, at any time, to enforce
any covenant or restriction herein contained shall in no event be
deemed a waiver of the right to do so in the future."

That, a Resolution adopting the foregoing amendments was adopted
at a duly held meeting of the Board of Directors of the Mill Creek Community
Association after a meeting of the members of the Association, at which meet-
ing the Resolution was voted for by more than two-thirds of the voting mem-
bers.

DATED this 17th day of April, 1986.

James P. Stewart
James P. Stewart, President

8604250170

1 - AMENDMENT

APR 25 1986

STATE OF WASHINGTON,)
County of Island) ss.

On this 17th day of April, A.D. 1966, before me,
the undersigned, a Notary Public in and for the State of Washington, duly
commissioned and sworn, personally appeared James P. Stewart, President,
MIR Creek Community Association, to me known to be the individual described
in and who executed the foregoing instrument, and acknowledged to me that
he signed and sealed the said instrument as his free and voluntary act and
deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and
year in this certificate above written.

Shirley C. Ch. T. T. T.
Notary Public in and for the State of Washington
residing at Mt. Sub. Rd.



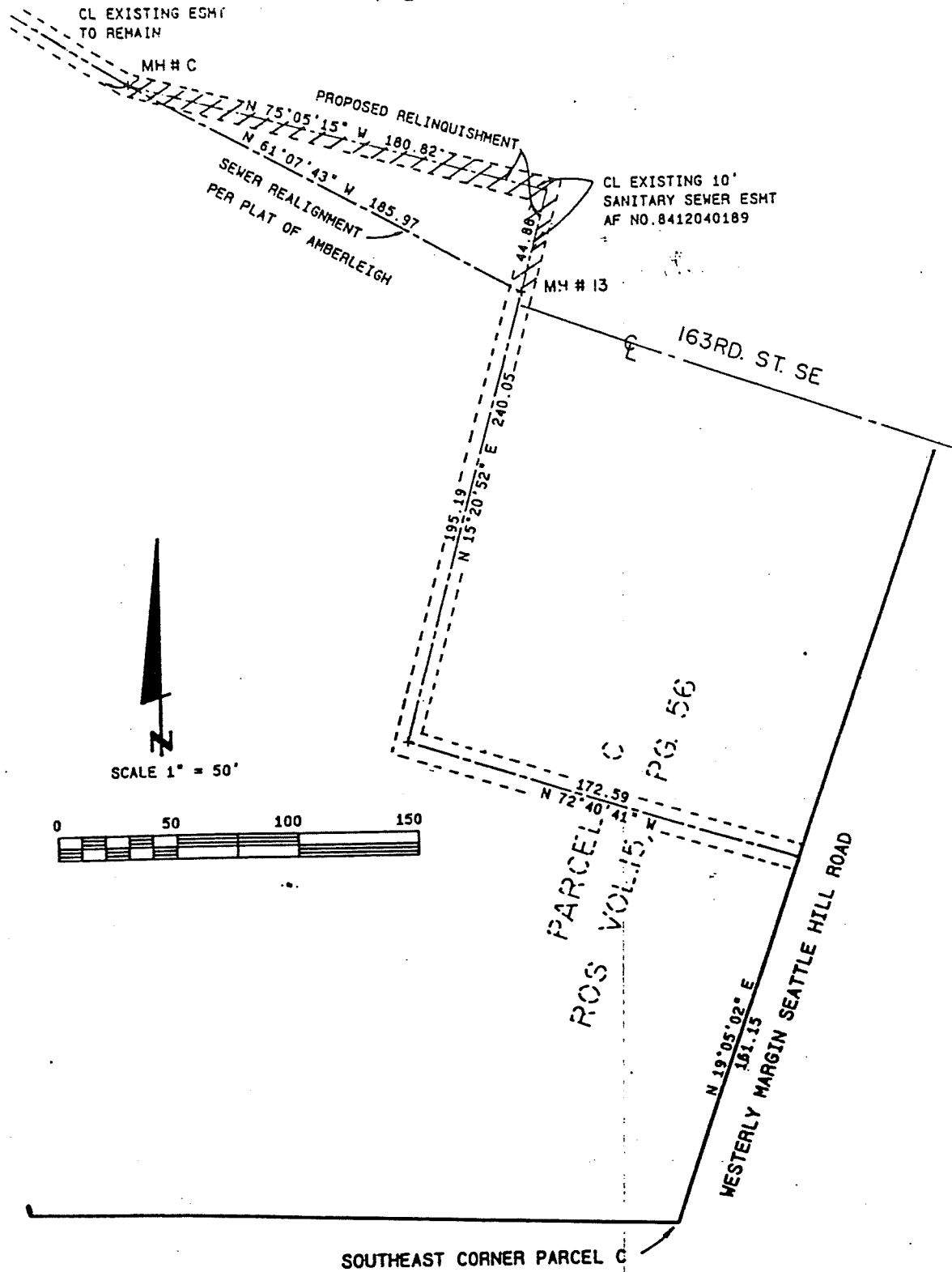
2 - AMENDMENT

8604250170

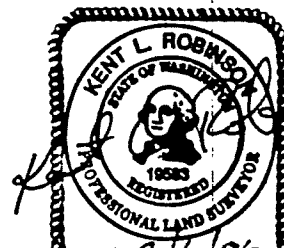
Vol. 1962 Not. 1719

RECORDED BY SNOHOMISH AUDITOR-BOB TERWILLIGER, COUNTY AUDITOR

EXHIBIT B
PROPOSED EASEMENT RELINQUISHMENT FOR PLAT OF AMBERLEIGH
(REF AWD EXT. NO. 1630)



OSTERGAARD-ROBINSON & ASSOCIATES
3630 COLBY AVE. EVERETT, WASH. 98201
(206) 259-6445 (206) 827-5854



93132S
93132EX1.MAP

DECLARATION of
COVENANTS, CONDITIONS & RESTRICTIONS

2009

For the

AMBERLEIGH HOMEOWNERS' ASSOCIATION

This Second Amendment to the Declaration of Covenants, Conditions & Restrictions for the Amberleigh Homeowners' Association is made as of July ____, 2009 by the Amberleigh Homeowners' Association (the "Association") by its Board of Directors.

Recitals

- A. The original Declaration of Covenants, Conditions & Restrictions for Amberleigh Homeowners' Association was filed on March 30, 1995 under Snohomish County Recorder's File No. 9503305004. The original Declaration was subsequently amended by a First Amendment filed under Snohomish County Recorder's File No. 9607190027.
- B. At a Special Homeowners meeting duly held on July 18, 2009 the Owners, by an affirmative vote of 95% of all votes received (58 of 61 votes), approved a motion to amend the Declaration by adding new architectural control provisions.
- C. This Amendment is made to implement and incorporate the approved amendments into the Declaration.

Amendments

1. Section 13, Property Restrictions. Section 13 of the Declaration shall be revised and amended to read in its entirety as follows:

13. PROPERTY RESTRICTIONS.

13.1 MCCA Restrictions. The Amberleigh neighborhood is located within the geographic boundaries of the Mill Creek Community Association (MCCA). The MCCA's own Declaration of Restrictive Covenants as well as its related rules and regulations, applies to all Lots within Amberleigh. The MCCA restrictions apply to both the uses to which the Lots may be placed and to all new architectural changes and improvements to be made on the Lots and the homes on each lot. The MCCA has power to enforce compliance with its own rules and restrictions.

13.2 Amberleigh Architectural Restrictions. Amberleigh also has certain restrictions that apply concurrently with the MCCA's restrictions. In Amberleigh, no (i)

Amberleigh Homeowners' Association – Second Amendment to Declaration of CCRs - 1

exterior addition, or (ii) structural alteration, or (iii) significant exterior alteration (including repairs and replacements) may be made on any Lot until plans and specifications showing the nature, kind, shape, height, materials and location of the proposed structure or alteration have been submitted to and approved, in writing, by the Amberleigh ACC. Before any Amberleigh resident may commence any such improvement, he or she must obtain the express approval of both the MCCA's ACC and the Amberleigh ACC, The Amberleigh Association has power to enforce its own rules and regulations, See Article 16 below.

13.3 Roof Replacements. Amberleigh is a unique single family development of one and two story attached and unattached homes located on small private lots. The architectural style is traditional with Cape Cod, Tudor or Craftsman facades. The overall appearance is somewhat like that of a village of similarly styled homes further united by the use of uniform roofing materials, siding materials, paint colors, hard surface design, and landscaping design. It is desirable that the general appearance of the community remain intact, therefore, variations to the architectural style or landscaping theme of the neighborhood are strongly disfavored. Because the harmony of roof appearances is so integral to maintaining the neighborhood's uniform appearance, only Approved Roofing Materials may be used for replacement of roofs or for significant repairs of roofs. Approved Roofing Materials will be specified by the Board, and the list of Approved Roofing Materials will include only those materials which will, in the determination of the Board, aesthetically blend well with (or closely match) the materials originally used; namely, medium cedar shakes aligned in horizontal rows. Homeowner requests for approval of replacement or repair plans must be submitted to the ACC for review and approval or disapproval, as described within Article 16 below.

2. Section 16, Architectural Control. A new Section is added to read in its entirety as follows:

16. ARCHITECTURAL CONTROL.

16.1 Architectural Control Committee ("ACC"). The ACC shall consist of not less than three and not more than five members. The ACC shall be designated by the Board. An election to fill either a newly created position on the ACC or a vacancy on the ACC requires the vote of the majority of the entire Board. However, the board is not obliged to fill a vacancy on the ACC unless the membership of the ACC numbers less than three persons. ACC decisions shall be determined by a majority vote by the members of the ACC. No member of the ACC shall be entitled to any compensation for services performed on behalf of the ACC. ACC members shall have no financial liability resulting from ACC actions. The address of the ACC shall be at the registered office address of the Association.

16.2 Jurisdiction and Purpose. The ACC shall review proposed plans and specifications for additions or exterior alterations to residences in the neighborhood,

accessory structures (e.g., garden sheds, tool sheds, doll houses, and playground equipment), fences, walls, appurtenant recreational facilities (e.g., hot tubs, spas, basketball hoops) or other exterior structures to be placed upon the Lots. No (i) exterior addition, or (ii) structural alteration, or (iii) significant exterior alteration (including repairs and replacements) may be made on any Lot until plans and specifications showing the nature, kind, shape, height, materials and location of the proposed structure or alteration have been submitted to and approved, in writing, by the ACC. The ACC shall also review proposals to change the exterior color of homes in the Plat. The ACC shall determine whether the proposed color change harmonizes with the (1) surrounding structures, (2) surrounding natural and built up environment, and (3) aesthetic character of other homes in the Plat.

16.3 Concurrent Jurisdiction of MCCA. Both the MCCA and the Amberleigh ACC have responsibility and jurisdiction over certain improvements proposed to be made within the Amberleigh neighborhood. It is possible that the MCCA's restrictions and rules may differ from those created by and for Amberleigh, and the two authorities are not obliged to conform their standards and conditions for approvals of proposals. Nonetheless, the Amberleigh ACC will apply its best efforts to coordinate its review procedures with those of the MCCA in order to minimize applicants' inconveniences and to coordinate its activities with its counterpart ACC within the MCCA.

16.4 Submission of Plans. All plans and specifications required to be submitted to the ACC shall be submitted by mail to the address of the Amberleigh ACC in duplicate. The written submission shall contain the name and address of the owner submitting the plans and specifications, identify the Lot involved, and the following information about the proposed structure:

- (a) The location of the structure upon the Lot;
- (b) The elevation of the structure with reference to the existing and finished Lot grade;
- (c) The general design;
- (d) The interior layout;
- (e) The exterior finish materials and color, including roof materials;
- (f) The landscape plan including front and back yards; and
- (g) Other information which may be required in order to determine whether the structure conforms to the standards articulated in this Declaration and the standards employed by the committee in evaluating development proposals.

16.5 Evaluating Development Proposals. The ACC shall have the authority to establish aesthetic standards for review of proposals, and it shall determine whether the external design, color, building materials, appearance, height, configuration, and landscaping of the proposal harmonize with (1) the various features of the natural and built environment, (2) the aesthetic character of the other homes in Amberleigh, and (3) any other factors which affect the desirability or suitability of the proposal. The ACC may decline to approve any proposal which (1)

fails to meet the above recited standards and any other aesthetic standards promulgated by the ACC, (2) impacts adversely on nearby Lots and Common Areas, or (3) is of a temporary or non-permanent nature. ACC determinations may be amended by a majority vote of ACC members.

16.6 Approval Procedure. Prior to submitting plans to the ACC, the Owner must give written notice, by certified mail, to all adjacent owners giving a description and location of his proposal. Upon submission of plans the owner must give the ACC an affidavit that he has given the proper notice and the date of notice. Objecting Owner(s) must file a written statement of objection(s) with the ACC within fourteen (14) days of receipt of said notice. The ACC may approve or disapprove the proposal within twenty-one (21) days after the receipt of the proposal. The committee may decline to approve any proposal which, in its opinion, does not conform to restrictions articulated in this Declaration or to its aesthetic standards. The ACC shall indicate its approval or disapproval on one of the copies of the proposal provided by the applicant and shall return the proposal to the address shown on the proposal. In any judicial action to enforce a determination of the ACC, 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.

16.7 Compliance with Codes. In all cases, ultimate responsibility for satisfying all local building codes and requirements rests with the Owner. The ACC has no responsibility for ensuring that plans and specifications which it reviews comply with local building codes and requirements. The ACC shall be held harmless in the event that a structure which it authorizes fails to comply with relevant building and zoning requirements. No person on the ACC or acting on behalf of the ACC shall be held responsible for any defect in any proposals which are approved by the ACC nor shall any member of the ACC or any person acting on behalf of the ACC be held responsible for any defect in a structure which was built pursuant to plans and specifications approved by the ACC.

16.8 Variations. The ACC shall have the authority to approve proposals which do not conform to these restrictions in order to (1) overcome practical difficulties or (2) prevent undue hardship from being imposed on an Owner as a result of applying these restrictions. However, such variations may only be approved in the event that the variation will not have a detrimental impact on the overall appearance of the neighborhood or adversely affect the character of nearby Lots or Common Areas. Granting such a variation shall not constitute a waiver of the restrictions articulated in this Declaration or the ACC rules. Variations shall only be granted if the ACC determines that the variation would further the purposes and intent of these restrictions. Variations shall only be granted in extraordinary circumstances.

3. Other Provisions. All other provisions of the original Declaration are confirmed and unchanged.

IN WITNESS WHEREOF, the undersigned Directors and Officers have signed this Second Amendment as of the date first written above.

Amberleigh Homeowners' Association, by

Jon Erickson, Director – President

Robert Williamson, Director – Secretary

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this ____ day of January, 2009, before me personally appeared Jon Erickson, to me known to be the President of Amberleigh Homeowners' Association, who executed the within and foregoing instrument, and he acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC in and for the
State of Washington,
residing at: _____
My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this ____ day of January, 2009, before me personally appeared Robert Williamson, to me known to be the Secretary of Amberleigh Homeowners' Association, who executed the within and foregoing instrument, and he acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC in and for the
State of Washington,
residing at: _____
My Commission expires: _____

9503300291

copy

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

OF

AMBERLEIGH HOMEOWNERS' ASSOCIATION

CROSS REFERENCE: 9503305004

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DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
AMBERLEIGH HOMEOWNERS' ASSOCIATION

THIS DECLARATION is made on the date hereinafter set forth by WILLIAM E. BUCHAN, INC. ("Declarant"), who is the owner of certain land situated in the State of Washington, County of Snohomish, known as Amberleigh, which is more particularly described in *Exhibit A*. In order to ensure preservation of the gracious residential environment at Amberleigh, Declarant agrees and covenants that all land and improvements now existing or hereafter constructed thereon will be held, sold, conveyed subject to, and burdened by the following covenants, conditions, restrictions, reservations, limitations, liens and easements in perpetuity, 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 perpetually binding upon all parties having or acquiring any right, title or interest in such lands or any portion thereof and shall inure to the benefit of each owner thereof and to the benefit of Amberleigh Homeowners' Association and shall otherwise in all respects be regarded as perpetual covenants binding and running with the land. Invalidation of any one of these covenants by judgment or court order shall in no way affect the other provisions which shall remain in full force and effect.

ARTICLE I

DEFINITIONS

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

Section 1. "Association" shall mean and refer to the AMBERLEIGH HOMEOWNERS' ASSOCIATION, its successors and assigns.

Section 2. "Board" shall mean and refer to the Board of Directors of the Association, as provided for in Article X. For purposes of exercising the powers and duties assigned in this Declaration to the Board, this term shall also mean the "Temporary Board" or "Declarant" as provided in Article IV unless the language or context clearly indicates otherwise.

Section 3. "Properties" shall mean and refer to the real property described with particularity in *Exhibit A* and such additions to that property which may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Maintenance Areas" shall mean those portions of all real property (including the improvements thereto) maintained by the Association for the benefit of the members of the Association. The areas to be maintained by the Association at the time of recording this Declaration are described as follows:

1. Landscaping tracts located at entry of Plat (Tract H and I);
2. Cutting preserve area (Trace A, B, D and G);
3. Landscaped screening buffer area (Tract E);

4. Private pedestrian easements (Tract C and F) (concrete walks within the public easements will be maintained by the City of Mill Creek);
5. Private street lights (structures and lights);
6. Landscaping adjacent to pedestrian easements;
7. Front lawns and planting beds up to the edge of buildings and courtyards (does not include plantings/lawns in side yards);
8. Neighborhood park (Tract J);
9. Irrigation systems utilized in common maintenance areas; and
10. Detention system located in Tract A and drainage easements.

All lawns are Common Maintenance Areas. Members of the Association shall have no right to use lawns or planting beds of other members of the Association for any purpose. The homes and lots in this plat are privately owned.

Section 5. "Lot" shall mean and refer to any plot of land other than those designated as tracts shown upon the recorded subdivision map of the Properties which shall be numbered (1-88).

Section 6. "Declarant" shall mean and refer to WILLIAM E. BUCHAN, INC., its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 7. "Development Period" shall mean and refer to that period of time defined in Article IV of this Declaration.

Section 8. "Other Parcels" shall mean those parcels of land selected by the Declarant which may be added to the Properties by Declarant in accordance with Article III.

Section 9. "Plat" shall mean and refer to the Plat of Amberleigh as recorded in Volume ____ of Plats, Pages ____ through ____, Records of Snohomish County, State of Washington, under Recording No. _____.

Section 10. "Residence" shall mean and refer to buildings occupying any Lot, including the common walls of such structures.

Section 11. "Cutting Preserve Tracts" are those tracts so designated on the Plat. These tracts have been set aside, in the areas indicated on the Plat, for the protection and preservation of native growth located on the Properties and are subject to the control of the City of Mill Creek.

Section 12. Common Areas. "Common Area" shall mean any real property located in the plat, which is owned by the Association for the common use and enjoyment of the members of the Association, designated on the face of the Plat and consist of:

1. Cutting preserve tracts;
2. Private pedestrian easement tracts;
3. Landscaping located adjacent to pedestrian easements;
4. Landscaped screening buffer in Tract E;
5. Neighborhood park;
6. Landscaped tracts (H and I) located at entrance to Plat.

ARTICLE II

PRE-EXISTING RESTRICTIONS

The Properties covered by this Declaration shall continue to be subject to previous covenants, conditions, encumbrances and restrictions, to the extent that such restrictions are valid.

These properties are subject to the Covenants and Restrictions of the Mill Creek Community Association.

ARTICLE III
OTHER PARCELS
RESERVED

ARTICLE IV
DEVELOPMENT PERIOD; MANAGEMENT RIGHTS OF
DECLARANT DURING DEVELOPMENT

Section 1. Management by Declarant. Development Period shall mean that period of time from the date of recording this Declaration until (1) a date five years from the date of recording this Declaration or (2) the thirtieth day after Declarant has transferred title to the purchasers of Lots representing 99 percent of the total voting power of all Lot Owners as then constituted or (3) the date on which Declarant elects to permanently relinquish all of Declarant's authority under this Article IV by written notice to all Owners, whichever date first occurs. Until termination of the Development Period, the Property shall be managed and the Association organized at the sole discretion of the Declarant.

Section 2. Notices to Owners. Not less than 10 nor more than 30 days prior to the termination of the Development Period, the

Declarant shall give written notice of the termination of the Development Period to the Owner of each Lot. Said notice shall specify the date when the Development Period will terminate and shall further notify the Owners of the date, place and time when a meeting of the Association will be held. The notice shall specify that the purpose of the Association meeting is to elect new Officers and Directors of the Association. Notwithstanding any provision of the Articles or Bylaws of the Association to the contrary, for the purpose of this meeting, the presence, either in person or by proxy, of the Owners of five Lots shall constitute a quorum. The Board of Directors and Officers of the Association may be elected by a majority vote of said quorum. If a quorum shall not be present, the Development Period shall nevertheless terminate on that date specified in said notice and it shall thereafter be the responsibility of the Lot Owners to provide for the operation of the Association.

Section 3. Temporary Board. Declarant may in his sole discretion, and at such times as the Declarant deems appropriate, appoint three persons who may be Lot Owners, or are representatives of corporate entities or other entities which are Lot Owners, as a Temporary Board. This Temporary Board shall have full authority and all rights, responsibilities, privileges and duties to manage the Properties under this Declaration and shall be subject to all provisions of this Declaration, the Articles and the Bylaws, provided that after selecting a Temporary Board, the Declarant, in the exercise of his sole discretion, may at any time terminate the

Temporary Board and resume his management authority under Article IV or select a new Temporary Board under this section of Article IV. During the Development Period, it will not be necessary to conduct the affairs of the Association in accord with the provisions of the Bylaws. It shall only be necessary to adhere to the Bylaws if a Temporary Board is appointed during this period.

Section 4. Absence of Temporary Board. So long as no Temporary Board is managing the Properties or until such time as the first permanent Board is elected, should Declarant choose not to appoint a Temporary Board, Declarant or a managing agent selected by the Declarant shall have the power and authority to exercise all the rights, duties and functions of the Board and generally exercise all powers necessary to carry out the provisions of this Declaration, including but not limited to enacting reasonable administrative rules, contracting for required services, obtaining property and liability insurance, and collecting and expending all assessments and Association funds. Any such managing agent or the Declarant shall have the exclusive right to contract for all goods and services, payment for which is to be made from any monies collected from assessments.

ARTICLE V

EASEMENTS, OPEN SPACE AND BUILDING SETBACK AREAS

Section 1. Conveyance of Common Areas. Declarant hereby transfers and conveys to the Amberleigh Homeowners' Association for the common use and enjoyment of the Association and the Owners all common areas which are designated on the face of the Plat and an

easement which allows residents of Amberleigh to make use of Common Areas located in Amberleigh.

Section 2. Cutting Preserve/Landscaped Screening Buffer. No clearing, grading or filling of any kind, building construction or placement, or road construction shall occur within any cutting preserve except for necessary utility installations without prior written permission from the City of Mill Creek. Removal of trees by the adjacent property owner shall be limited to those which are dead, diseased or hazardous, upon receiving permission to do so from the City of Mill Creek. No adjustment to the boundary of such tracts shall occur unless first approved through the formal plat process.

Section 3. Landscaped Screening Buffer. The purpose of this buffer is to benefit the Plat of Amberleigh (rather than the adjacent Plat of Miller's Village) by providing a vegetative buffer or fence which screens views of adjacent development. No clearing, grading or filling of any kind, building construction or placement, or road construction shall occur in these areas except for necessary utility installations. No adjustment to the boundary of these areas shall occur unless first approved through the formal platting process.

ARTICLE VI

AREAS OF THE PLAT

Section 1. Neighborhood Park. There is a neighborhood park on Tract J, which is privately owned and is to be used only by residents of Amberleigh and their invited guests. The park can be

used only during daylight hours. Homeowners will bear total financial responsibility for any problems which result from the use which they and their invitees make of the park.

No use of the park will be made which unreasonably interferes with the ability of homeowners to enjoy their property. The Board will develop rules which will regulate use of the park. If owners, their relatives, invitees or guests breach the regulations of the Board governing park use, their privilege to use the park shall be revoked. Each individual owner covenants for itself, its heirs, successors, assigns and tenants, that it shall assume all risks associated with park use, including but not limited to the risk of property damage or personal injuries resulting from the use of the park and shall indemnify and hold harmless the Declarant, the Association and the Board of Directors of the Association from any liability, claims or expenses, including attorneys' fees arising from property damage or personal injuries resulting from the use of the park.

Section 2. Public Pedestrian Easement. There are pedestrian easements in Amberleigh which are open to members of the public and which will be maintained by the City of Mill Creek which are described on the recorded plat.

Section 3. Common Driveways. Some homes shall share common driveways as shown on the recorded plat. Such driveways shall only be used for ingress and egress or other uses for such driveways, described on the face of the plat. Cars cannot be parked in the common driveway and the driveways are not a recreational area and

shall not be used as a sport court or playground. No activity shall be conducted in this area which unreasonably interferes with the right of other property owners to enjoy their homes.

If it becomes necessary to repair common driveways, either the owners who use the driveway or the Board shall make repairs and adjacent owners utilizing the common driveway shall each bear an equal share of the repair expense. If homeowners fail to make timely repairs to driveways, the Board will determine if the repairs are necessary, give the owners notice of the need to make repairs, and make such repairs and assess the property owners equally for repair costs.

Section 4. Private Courtyards. All homes have private courtyards. No use shall be made of the courtyard area which unreasonably interferes with the right of nearby property owners to enjoy their homes and courtyards.

ARTICLE VII

MAINTENANCE AND MANAGEMENT OF THE COMMON AREAS

Section 1. Responsibility for Maintaining Common Maintenance Areas. The Association is responsible for maintaining and preserving the character of areas designated as Common Areas and Common Maintenance Areas, which are for the exclusive use of Amberleigh residents except that the public pedestrian trails.

Section 2. Determination of Need for Maintenance or Repair. The need for maintenance or repair of the Common Areas and Common Maintenance Areas shall be determined by the Board of Directors.

Section 3. Repair of Common Maintenance Areas. Any damage to Common Maintenance Areas or Common Areas or improvements thereon, including landscaping, plantings, irrigation systems, fences, berms, furniture and lights etc., by the Owners or their children, relatives or guests, shall be repaired within one week by the Owner who caused the area to be damaged. If such repairs are not made timely, the Association shall make the repair and the Owner will be obliged to immediately remit funds for the repair. If the Owner fails to promptly make payment for such repairs (within 30 days of the repair), the Owner will be charged interest at the rate of 12 percent per annum until debt is paid.

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

Section 5. Lawn Maintenance. All front lawns, plantings and landscaping between the street and the edge of the building or the private courtyard shall be maintained by the Association. No changes may be made in the landscaping of these yards, such as planting ornamental trees without obtaining written permission of the Board. Each individual homeowner shall be responsible for maintaining all areas of each lot which are not a common maintenance area.

Section 6. Management. Each Owner expressly covenants that the Board and the Declarant, during the Development Period, may

delegate all or any portion of their management authority to a managing agent, manager or officer of the Association and may enter into such management contracts or other service contracts to provide for maintenance and the operation of Common Areas and/or portion thereof. Any management agreement or employment agreement for the maintenance or management of the Common Areas or any portion thereof shall be terminable by the Association without cause upon 90 days' written notice thereof; the term of any such agreement shall not exceed three years, renewable by agreement of the parties for successive three-year periods. Each Owner is bound to observe the terms and conditions of any such management agreement or employment contract, all of which shall be made available for inspection by any Owner on request. Any fees or salaries applicable to any such management, employment or service agreement shall be paid out of dues which are assessed to each Owner.

ARTICLE VIII

ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation. Each owner of any Lot by acceptance of a deed therefor, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges and (2) special assessments. Annual and special assessments shall be established and collected in accord with the following provisions. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall

be a continuing lien upon the property against which such assessment is made. Each assessment, together with the interest, costs and reasonable attorneys' fees incurred to collect such assessments, shall be the personal obligation of the individual who is the Owner of the Property at the time that the assessment fell due.

Section 2. Purpose of Assessments. The assessments imposed by the Association shall be used (1) to promote the recreation, health, safety and welfare of the residents of the Properties, (2) for the improvement, maintenance and repair of Common Areas and Common Maintenance Areas, (3) for legal fees or damages incurred in any action in which the Association or a member of the Board acting in behalf of the Homeowners Association is named as a party, and (4) for the repair of Amberleigh improvements and (5) costs incurred collecting MCCA dues.

Section 3. Annual Assessment. Until January 1996, the annual assessment shall be \$395.57 per Lot; eight percent of which shall be allocated and paid to the Declarant for Plat management services provided by the Declarant to the Association or by a professional management firm. Such allocation of funds to the Declarant shall cease when the Development Period expires and the Association assumes collection costs, bookkeeping, and other management responsibilities which are described with particularity in the Bylaws of the Association. Residents are also subject to MCCA which shall be collected by the Board of Amberleigh.

The annual assessment may be increased during the Development Period to reflect increased (1) maintenance costs, (2) repair costs, or (3) plat management costs. All increases in the annual assessment during the Development Period must directly reflect increases in the above recited costs. It shall not be necessary to amend this Declaration to increase the annual assessment during the Development Period. During this period, the Declarant will give members of the Association notice of increased assessments thirty days before such assessments become effective.

(a) After the Development Period expires, the maximum annual assessment may be increased each year not more than 10 percent above the maximum annual assessment for the previous year without a vote of the membership.

(b) After the Development Period expires, the maximum annual assessment may be increased by more than 10 percent only if 51 percent of the members of the Association, who are voting in person or by proxy at a meeting duly called for this purpose, consent to such an increase.

(c) After the Development Period expires, the Board of Directors shall fix the annual assessment in accord with the above-recited standards.

Section 4. Special Assessments for Capital Improvement. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a common assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of

a capital improvement upon the Common Maintenance Areas or any improvements upon the Common Areas not prohibited by this Declaration, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of 51 percent of the members of the Association who are voting in person or by proxy at a meeting duly called for this purpose. Any capital improvements which exceed \$15,000. must be approved by 51 percent of the Owners.

Section 5. Special Assessments for Legal Fees and Damages. In addition to the annual and special assessments authorized in Section 3 and 4, the Declarant or the Association may levy in any assessment year a special assessment for the purpose of defraying, in whole or in part, (1) the cost of legal fees and costs incurred in legal actions in which the Board is a party, (2) the cost of legal fees and costs incurred in any action in which a member of either the Board is named as a party as a result of a decision made or action performed while acting in behalf of the Homeowners Association, or (3) any other reasonable expenses incurred by the Homeowners Association. This assessment shall require the consent of 51 percent of the members of the Association.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 of this Article shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first annual meeting called, the presence of 51 percent of the members of the Association and/or of

proxies entitled to cast 51 percent of the votes of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement; the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and must be collected on an annual basis.

Section 8. Date of Commencement of Annual Assessment; Due Dates. The annual assessments described in this Article shall commence in 1995. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Written notice of the annual assessment shall be sent to every Owner subject to such assessments. The due date shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 9. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within 30 days after the due date shall bear interest at the rate of 12 percent per annum. Each Owner hereby expressly vests in the Association or its agents the right and power to bring all actions against such Owner personally for the collection of such assessments as debts and to enforce lien

rights of the Association by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in like manner as a mortgage of real property. Such Owner hereby expressly grants to the Association the power of sale in connection with such liens. The liens provided for in this section shall be in favor of the Association and shall be for the benefit of the Association. The Association shall have the power to bid in an interest at foreclosure sale and to acquire, hold, lease, mortgage and convey the same. The Owner is responsible for payment of all attorneys' fees incurred in collecting past due assessments or enforcing the terms of assessment liens (see Article XV, Section 4). No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Areas or abandonment of his Lot.

The Association shall have the right to suspend the voting rights of an Owner for any period during which any assessment against the Lot remains unpaid and for a period not to exceed 60 days for any infraction of the terms of either this Declaration, the Articles or the Bylaws of the Association.

Section 10. Subordination of the Lien to Mortgage. The lien for assessments, provided for in this Article, shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien created pursuant to this

Article as to payments which become due prior to such sale or transfer. No sale or transfer, however, shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Exempt Property. All property dedicated to and accepted by local public authority shall be exempt from the assessments provided for in this Article.

Section 12. Management by Declarant During the Development Period. Declarant, at its option, shall have and may exercise all of the rights and powers herein given to the Board. Such rights and powers are reserved by the Declarant, its successors and assigns as provided in Article IV. Declarant shall have the right and option to assess owners for actual costs of maintaining Common Areas, Common Maintenance Areas and rights-of-way and a Plat management fee during the Development Period. The Declarant shall also have the authority to assess members of the Association for monies to fund any enforcement action during the Development Period.

ARTICLE IX

WALLS CONNECTING ATTACHED SINGLE FAMILY HOMES

Section 1. Contiguous Walls. Adjacent property owners must take care to avoid damaging or destroying the exterior walls of the adjoining house. If a property owner damages or destroys the exterior walls of the contiguous home, that property owner shall bear the expense of repairing or reconstructing the adjacent wall.

No repair or reconstruction shall be commenced until all necessary permits and approvals have been obtained.

Section 2. Damage and Destruction of Connecting Walls. If adjoining exterior walls are destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance or repaired out of the proceeds of insurance, any owner who has use of the wall may restore it and if the other owner or owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in equal portions without prejudice, however, to the right of any owners' right to call for a larger contribution from the others under rules of law regarding liability for negligence or willful acts or omissions.

Section 3. Right to Contribution Runs With the Land. The right of any owner to contribution from any other owner under this Section shall be appurtenant to the land and shall pass to the owners' successor in title.

Section 4. Easement for Maintenance and Repair on Walls of Adjoining Houses. Easement for maintenance and repair on walls of adjoining houses is conveyed to property owners for the purpose of making repairs to their property (e.g., roofs and walls) which allows owners or their agents to go onto adjacent property for purposes of matching building materials and placing building materials when making structural repairs. This is a very restricted easement which does not allow, for example, the storage of materials on adjacent property or physical presence on adjacent property except to the extent necessary to make repairs or perform maintenance activities.

ARTICLE X

MAINTENANCE OF LOTS AND RESIDENCES

Section 1. Exterior Maintenance by Owner. Each Residence shall be maintained by the Owner in accord with the standards imposed by the MCCA.

ARTICLE XI

HOMEOWNERS' ASSOCIATION

Section 1. Non-Profit Corporation. The Association shall be a non-profit corporation under the laws of the State of Washington. The Association shall be incorporated at least thirty days prior to the termination of the Development Period or upon appointment of a Temporary Board of Directors. Until the time that the Association is incorporated, it shall function as an unincorporated association consisting of owners of properties in the Plat.

Section 2. Membership. Every person or entity which is an Owner of any Lot shall become a member of the Association. Membership shall be appurtenant to the Lot and may not be separated from ownership of any Lot and shall not be assigned or conveyed in any way except upon the transfer of title to said Lot and then only to the transferee of title to the Lot. All Owners shall have the rights and duties specified in this Declaration, the Articles and the Bylaws of the Association. All Homeowners are also members of the Mill Creek Community Association.

Section 3. Voting Rights. Owners, including the Declarant, shall be entitled to one vote for each Lot owned. When more than one person or entity owns an interest in any Lot, the vote for that Lot shall be exercised as the Owners decide to exercise that vote but, in no event, shall more than one vote be cast with respect to any Lot nor shall any vote be divided. The voting rights of any Owner may be suspended as provided for in this Declaration, the Articles and the Bylaws of the Association.

Section 4. Meetings. Meetings after the termination of the Development Period, or upon appointment of a Temporary Board, shall be conducted in accord with the specifications set forth in the Bylaws of the Amberleigh Homeowners' Association. Bylaws are available to members of the Association upon request.

ARTICLE XII

MANAGEMENT BY BOARD

Section 1. Expiration of the Development Period. Upon expiration of the Declarant's management authority under Article IV, all administrative power and authority shall vest in a Board of three directors who shall be members of the Association. The Association, by amendment of the Bylaws, may increase the number of directors. All Board positions shall be open for election at the first annual meeting after termination of the Development Period under Article IV. At the first meeting of either the temporary or permanent Board of Directors, the new Board shall be given copies

of Bylaws and shall govern the Association in accord with the Bylaws and Declaration.

Section 2. Terms. The terms of the Board are defined in the Bylaws.

Section 3. Powers of the Board. All powers of the Board must be exercised in accord with the specifications which are set forth in the Bylaws and Declaration. The Board, for the benefit of all the Properties and the Lot Owners, shall enforce the provisions of this Declaration and the Bylaws. In addition to the duties and powers imposed by the Bylaws and any resolution of the Association that may be hereafter adopted, the Board shall have the power and be responsible for the following, in way of explanation but not limitation:

(a) Insurance. Obtain policies of general liability insurance.

(b) Legal and Accounting Services. Obtain legal and accounting services if necessary to the administration of Association affairs, administration of the Common Areas, or the enforcement of this Declaration.

(c) Maintenance. Maintain Common Areas and Common Maintenance Areas.

(d) Discharge of Liens. The Board may also pay any amount necessary to discharge any lien or encumbrance levied against the entire Properties or any part thereof which is claimed or may, in the opinion of the Board, constitute a lien against the Properties

or against the Common Areas rather than merely against the interest therein of particular Owners. Where one or more Owners are responsible for the existence of such liens, they shall be jointly and severally liable for the cost of discharging it and any costs or expenses, including reasonable attorneys' fees and costs of title search incurred by the Board by reason of such lien or liens. Such fees and costs shall be assessed against the Owner or Owners of the Lot responsible to the extent of their responsibility.

(e) Utilities. Pay all utility, maintenance and repair charges attributable to Common Areas and Common Maintenance Areas. Authorize the installation of utility or service lines which the Board deems to be in the best interest of the Association.

(f) Right to Contract. Have the exclusive right to contract for all goods, services, maintenance, and capital improvements provided, however, that such right of contract shall be subject to Association approval.

(g) Improvement of Common Areas. Improve the Common Areas with capital improvements to such Common Areas; provided that for those capital improvements exceeding \$15,000, 51 percent of the Owners must approve the addition of such capital improvements.

(h) 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. Such entry must be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board if the entry was due to an

emergency (unless the emergency was caused by the Owner of the Lot entered, in which case the cost shall be specially assessed to the Lot). If the repairs or maintenance activities were necessitated by the Owner's neglect of the Lot, the cost of such repair or maintenance activity shall be specially assessed to that Lot. If the emergency or the need for maintenance or repair was caused by another Owner of another Lot, the cost thereof shall be specially assessed against the Owner of the other Lot.

(i) Promulgation of Rules. Adopt and publish rules and regulations governing the members and their guests and establish penalties for any infraction thereof.

(j) 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.

(k) Employment of Manager. Employ a manager, an independent contractor, or such other employees as the Board deems necessary and describe the duties of such employees.

(l) Payment for Goods and Services. Pay for all goods and services required for the proper functioning of the Common Areas and Common Maintenance Areas.

(m) Impose Assessments. Impose annual and special assessments.

(n) Bank Account. Open a bank account on behalf of the Association and designate the signatories required.

(o) Legal Actions. Commence legal actions for the enforcement of these covenants or any other legal action which the Board of Directors deems necessary for the protection of the Plat. The Board also has the authority to defend against legal actions initiated against the Association.

(p) 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 XIII

PROPERTY RESTRICTIONS

Section 1. New Development Must be Approved by MCCA. Before any new construction or alterations occur in Amberleigh, including construction of a fence, it will be necessary to have the MCCA Architectural Control Committee approve the proposed structure.

Section 3. Enforcement. The MCCA will have responsibility for bringing enforcement actions if the MCCA Covenants are violated.

ARTICLE XIV

EASEMENTS

Section 1. Easement for Access. Each owner shall have the right to ingress and egress over, upon and across common areas necessary for access to his or her lot and shall have the right to lateral support for his or her lot. Such right shall be appurtenant to and pass with the title to each lot.

Section 2. Easement for Utilities. There is hereby reserved to the Homeowners' Association blanket easements as shown on the final plat upon, across, and under all property within the community for access, ingress, egress, installing, repairing, replacing and maintaining all utilities serving the community or any portion thereof, including but not limited to gas, water, sanitary sewer, telephone and electricity as well as storm drainage and other service such as, but not limited to, cable television system or a security system which the Association might have installed to serve the community. It shall be permissible for the Homeowners' Association or its agent, as the case may be, to install, repair, replace, or maintain, or to authorize the installation, repair, replacement and maintenance of such wires, conduits, cables and other equipment relating to the provision of any utility or service. Should any party furnishing such utility or service request a specific license or easement by a separate recordable document, the Declarant, during the Development Period, and the Board of Directors shall have the right to grant such easement or license. Within these easements, no structure, planting or

material shall be placed which may interfere with utility or drainage facilities. Any utilities or service lines which the Board deems necessary shall be installed within such areas or under right-of-way areas located within the Plat.

Section 3. Grant of Easement for Maintenance. The residents grant members of the Board or their agents an easement to go onto lots to mow lawn and work on flower beds, and to do any work to maintain utility lines.

ARTICLE XV

COMMON AREAS, COMMON ELEMENTS, AND COMMON MAINTENANCE AREAS

Section 1. Common Areas and Elements. The Common Areas and elements shall include all areas designated on the face of the Plat and all property not located within the individual lots.

Section 2. Use of Common Areas. No gardening, or planting shall be done by owners in common areas and no fences, hedges, or walls shall be erected or maintained by homeowners in such areas, except for those improvements and landscaping placed in such areas by the Declarant or the Board of Directors. It is expressly acknowledged and agreed by all parties that this Section is for the mutual benefit of all Owners and is necessary for the protection of all Owners.

Section 3. No Partition of Common Areas. Except as permitted in this Declaration, there shall be no physical partition of the common areas or any part thereof, nor shall any person acquiring any interest in the properties or any part thereof seek any such

judicial partition unless such properties have been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring or disposing of tangible personal property which may or may not be subject to this Declaration.

Section 4. Maintenance and Repair of Utility Systems. Individual homeowners shall be assessed for expenses incurred to maintain and repair utility systems and common driveways serving individual homes in the Plat when such expenses are not incurred for the benefit of all homes in Amberleigh or are occasioned by the conduct of less than all of the owners. A special assessment will be imposed on such owners. Homeowners must reimburse the Homeowners' Association within 30 days of being billed for such maintenance or repair expenses and, if the homeowner fails timely to reimburse the Homeowners' Association, such expenses shall become a lien against an individual property owner's home.

ARTICLE XVI

UTILITIES

RESERVED

ARTICLE XVII

GENERAL PROVISIONS

Section 1. Covenants Running with the Land. These covenants are to run with the land and be binding on all parties and persons claiming under them for a period of 30 years from the date these

covenants are recorded, after which time the covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by seventy-five percent of the individuals then owning Lots has been recorded which reflects their intent to amend the covenants in whole or in part.

Section 2. Amendment. The covenants and restrictions articulated in this Declaration shall run with the land and bind the land for a term of 30 years from the date that this Declaration is recorded. After 30 years have expired, the covenants shall be automatically extended in accordance with the provisions set forth in Section 1 of this Article. This Declaration and the Bylaws may be amended during the initial 30 year period if 51 percent of the members vote to amend particular provisions of either instrument. This Declaration may be amended during the Development Period by any instrument signed by both the Declarant and the Owners of at least 51 percent of the Lots, including those owned by the Declarant. The provisions expressly referring to the Declarant may not be amended without the Declarant's approval. All amendments must be filed with the office of the Snohomish County Auditor.

Section 3. Enforcement. The Association, the Board, or any Owner shall have the right to enforce, by any legal proceeding, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration.

Section 4. Attorneys' Fees. In the event that it is necessary to seek the services of an attorney in order to enforce any

(1) provision of this Declaration or (2) lien created pursuant to the authority of this Declaration, the individual against whom enforcement is sought shall be obliged to pay any attorneys' fees and any expert witness fees incurred. If the Owner fails to pay such fees within 60 days, such fees shall become a lien against the Owner's Lot.

Section 5. Compensation for Witnesses. In any action to enforce the terms of this Declaration, or any action in which the Association is a party, members of the Board, the Board or the Declarant who testify in behalf of the Association, shall be compensated for time spent at depositions and at trial at the rate of \$25.00 per hour by the Association.

Section 6. Responsibility of Association for Attorney Fees of Board Members. If a member of the Board is named personally in a legal action involving the Association business, the Association shall pay attorneys fees incurred by that Board member if the Board member has not engaged in intentional misconduct. The Board member shall ask the Board to assume responsibility for attorneys fees and the Board shall be allowed to select the attorney and control litigation.


Section 7. 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 8. 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 9. Rule Against Perpetuities. In the event that any provision or provisions of this Declaration violate the rule against perpetuities, such provision or provisions shall be construed as being void and of no effect as of 21 years after the death of the last surviving incorporator of the Association or 21 years after the death of the last survivor of all of the incorporators' children and grandchildren who shall be living at the time this instrument is executed, whichever is later.

IN WITNESS WHEREOF the undersigned, being the Declarant herein, have hereunto set their hand and seal this 22nd day of March, 1995.



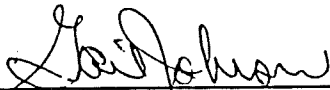
WILLIAM E. BUCHAN, Chairman of William E. Buchan, Inc.

STATE OF WASHINGTON)

COUNTY OF KING)

On this 22nd day of March, 1995, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared WILLIAM E. BUCHAN, to me known to be the Chairman of WILLIAM E. BUCHAN INC., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

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



Signature of Notary
Gail Johnson

Printed Name of Notary
NOTARY PUBLIC in and for the
State of Washington.
My commission expires 1-1-96



February 2, 1995

Greg Nelson
WILLIAM E. BUCHAN, INC.
11555 Northup Way
Bellevue WA 98004

RE: Your Fax Dated 1-26-95

Dear Mr. Nelson:

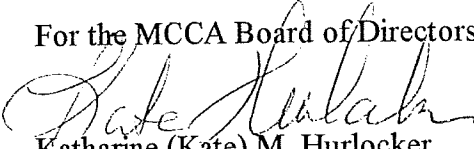
At its February 1, 1995 meeting, the Mill Creek Community Association (MCCA) Board of Directors reviewed the fax you sent, and the January 26, 1995 letter to you from Stewart Title Guaranty Company. The Board's position regarding the three documents listed in the Stewart Title letter remains the same, that the listed amendments to the original CC&R's apply to the plat of Amberleigh, as stated on the face of the original plat.

Notwithstanding the amendments you have questioned, the fact remains, that Article 9.1.2 of the original CC&R's states that "All roofing material shall be approved by the Committee". As you know, section 8.2.1 of that same documents states that "No building shall be erected, . . . on the property until the building plans, specifications, plot plan and landscape plans are submitted . . . to the Architectural Control Committee and found by said Committee to be in accordance with the guidelines and the procedures established by the Committee" (underline added).

Enclosed please find a copy of the Roofing Materials Policy, adopted by both the Board of Directors and its Architectural Control Committee, at the direction of the membership, that must be applied to all submittals.

Also, as previously discussed, we look forward to receiving a copy of Amberleigh's CC&R's as soon as they are available.

For the MCCA Board of Directors,


Katharine (Kate) M. Hurlocker
Community Association Manager

enclosure

cc: Members of the Board
Architectural Control Committee
div file

MILL CREEK COMMUNITY ASSOCIATION
POLICY RESOLUTION

ROOFING MATERIALS

MAY 4, 1994

WHEREAS, on April 11, 1994, at the general meeting of MCCA members, the voting power represented approved an amendment to the section of the Declaration of Restrictive Covenants regarding "Roofing Materials". Section 9.1.2 now reads as follows:

"All roofing material shall be limited to cedar shakes, cedar shingles, earth-tone concrete tile, flat roofs with asphalt material shielded from public view, or such other materials as the Board may from time to time designate by rule as being appropriate. All proposed installations of roofing materials shall be approved in writing by the Committee prior to construction."

AND WHEREAS, the primary purpose of the Mill Creek Community Association is to protect the desirability of the properties.

AND WHEREAS, The increasing shortage of quality cedar roofing products has stimulated development of alternative products that have similar appearance characteristics to natural cedar shakes and shingles. These alternative products are made out of a variety of materials that, when combined, create an attractive high quality product that may comply with the aesthetic interests of the Board and the Mill Creek community.

THEREFORE, BE IT RESOLVED THAT "other materials as the Board may from time to time designate by rule as being appropriate" shall mean:

The closer the alternative roofing material matches in appearance to the cedar and tile products used in the past, the greater the likelihood of receiving approval. However, keep in mind that the new products must be able to maintain their high quality appearance over the "test of time". This policy does not permit asphalt roofing materials except on flat roofs with asphalt material shielded from public view.

APPROVAL PROCESS:

1. Member requests and completes an "Additions" submittal form available from the MCCA office at 743-9544.
2. Applicant submits the following to the Association office, with the completed "Additions" submittal form:
 - A sample of the roofing material in the color and style intended for use.
 - The name and telephone number of the installing contractor and the

supplier.

3. The Architectural Control Committee reviews the material, and if acceptable, submits it to the Board of Directors for approval. This process may take a few weeks longer than the normal submittal process. Extra care must be taken to insure a good decision is made. A mistake can visually impact our community for many years.
4. Upon Board approval, staff will mail a copy of the approved submittal to the applicant. Installation may begin upon receipt of approved submittal.

APPROVAL CRITERIA:

1. The submittal and product sample are reviewed by members of the Committee including the Association's professional architect. Review criteria are color, texture, shape, durability, and style.
2. The Committee contacts product suppliers and installation contractors. Durability data and site locations of existing installations are requested.
- 3a. If a product fails the review process, the applicant will be notified and a sample of the product will be presented along with the reasons for failure, to the Board of Directors.
- 3b. If a product meets the Committee's approval, it will be forwarded to the Board of Directors with the Committee's recommendation that it be approved.
4. If possible, approved product samples will be kept at the MCCA office. A list of all approved or denied roofing product names and descriptions will be recorded for future reference.

This policy was adopted by unanimous vote of those present at the May 4, 1994 meeting of the Mill Creek Community Association Board of Directors.

As attested to by:

Tony Ledvina
Tony Ledvina, MCCA Secretary/Treasurer

5-17-94

date

LAW OFFICES

CASEY & PRUZAN

18TH FLOOR PACIFIC BUILDING
720 THIRD AVENUE
SEATTLE, WASHINGTON 98104-1866

MERWIN E. CASEY
CARL PRUZAN
MARTIN A. GODSIL
PHILLIP T. HUTCHISON
RICHARD A. ACARREGUI, P.S.
W. DIRKER EHLERT
WILLIAM J. MORRIS, P.S.
GARY R. ENGLISH
MICHAEL A. LARSON
JANE RYAN KOLER
KENNETH W. HART
MARK B. SHEPHERD

TELEPHONE
(206) 623-3577
FAX
(206) 623-3649
OF COUNSEL
JOHN F. KOVARIK

November 22, 1994

Ms. Kate Hurlocker
Administrator of Mill Creek Community Association
15714 Country Club Drive
Mill Creek, WA 98012

Re: MCCA Budget Request

Dear Kate:

William E. Buchan Inc. wants to obtain a copy of the budget for the MCCA for the last four years.

Please call if you have any questions. We appreciate your assistance.

Very truly yours,

CASEY & PRUZAN



Jane Ryan Koler

JRK:lal
c: Greg Nelson

Bd

Sent 12-2-94

BA

RECEIVED

NOV 23 1994

MILL CREEK
COMMUNITY ASSOCIATION

LAW OFFICES
CASEY & PRUZAN
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RECEIVED
NOV 23 1994
MILL CREEK
COMMUNITY ASSOCIATION
TELEPHONE (206) 623-3577
FAX (206) 623-3649
OF COUNSEL
JOHN F. KOVARIK

November 22, 1994

Board of Directors
Mill Creek Community Association
15714 Country Club Drive
Mill Creek, WA 98012

Re: Relationship of Amberleigh Plat to MCCA

Dear Chairman Schmidt and Members of the Board

Thank you for allowing the developer of Amberleigh to discuss the relationship of the Amberleigh Plat to the MCCA with you at your meeting last night. William E. Buchan, Inc. ("WEB Inc.") apologizes for not providing the Board with necessary background information about the Amberleigh plat before coming before the Board. Because WEB Inc. had been corresponding with Ms. Hurlocker about the relationship of the Amberleigh plat to the MCCA, it made the erroneous assumption that the Board was familiar with issues pertaining to the Amberleigh plat.

According to Hal White and Chris Schultz at Stewart Title, the only Covenants which appear in the chain of title for the land on which Amberleigh is being developed are the 1975 Covenants and an amendment to those Covenants which was made in 1980. None of the amendments done between 1975 and 1979 appear in the chain of title for the Amberleigh property.

Our conversations with Stewart Title indicate that when the Covenants were amended on subsequent occasions after 1975, with the exception of the one amendment done in 1980, no amendments were picked up for the Amberleigh parcel because no property descriptions of the land on which Amberleigh is being developed were included in the amendments or the amendments did not reference covenants filed under earlier recording numbers.

Rather than focusing on the question of which amendments should govern Amberleigh, WEB Inc. is interested in developing a viable solution to this problem: It is necessary to determine whether Amberleigh will form a homeowners' association which will have primary authority for governing the affairs of Amberleigh,

including administering Architectural Control Committee approvals and maintaining common areas, or whether all affairs of Amberleigh, including the maintenance of the pocket park and entrance landscaping should be performed by the MCCA.

Although Ms. Hurlocker states that it has been the custom for "division-level" associations to be formed to maintain common areas in various developments subject to MCCA covenants, the MCCA covenants do not require that such an association be formed. Under the MCCA covenants, residents of Amberleigh can pay full dues to the MCCA, dedicate common areas to the MCCA and the MCCA in turn would be solely responsible for governing the affairs of Amberleigh, including Architectural Control functions and maintenance of common areas.

In the alternative, WEB Inc. could form a separate homeowners' association. The MCCA would not be totally responsible for governing the affairs of Amberleigh. The MCCA could provide the following services:

- A. Protection by MCCA security
- B. Newsletter to Members
- C. Entitlement to use parks and trails owned and maintained by the MCCA. Common areas include the 120 acre nature preserve, which encompasses Penny Creek with its fish ladder at one end and playfield at the other, Cherry Park, 16 other pocket parks and the 13 mile trail system that connects all of the above Common Areas. (160 acres total)
- D. Right to use free guest RV parking.
- E. Right to participate in MCCA social functions.

If such an association were formed, the plat of Amberleigh would not be subject to the control of the MCCA Architectural Control Committee. Standards, at least as restrictive as those governing development subject to the control of the MCCA, would control development in Amberleigh, including approval of landscaping, structural additions, structural alterations, construction of decks, and painting. If the Amberleigh Homeowners' Association failed to enforce the Covenants and that failure impaired the welfare or appearance of the Mill Creek Community, the MCCA could request that the Amberleigh Homeowners' Association enforce a particular covenant.

Board of Directors
November 22, 1994
Page 3

If the Amberleigh Homeowners' Association failed to enforce its covenants, the MCCA would have the authority under the Amberleigh Covenants to bring an enforcement action after providing notice to the Amberleigh Homeowners' Association.

The Amberleigh Homeowners' Association would be responsible for controlling and maintaining Common Areas which would include the entrance, the park, landscaping tracts, and street lighting.

We would be happy to meet with the Board of the MCCA for the purpose of addressing any questions associated with the above proposals. Please call if you have any questions. Thank you for taking the time to consider these issues.

Very truly yours,

CASEY & PRUZAN



Jane Ryan Koler

JRK:1a1
c: Greg Nelson
Hal White

cc: Coker

BQ



W I L L I A M E . B U C H A N I N C O R P O R A T E D

January 16, 1995

Ms. Catheryn M. Hurlocker
MILL CREEK COMMUNITY ASSOCIATION
15714 Country Club Drive
Mill Creek, WA 98012

RE: Amberleigh

Dear Ms. Hurlocker,

Please find enclosed a submittal package for the plat of Amberleigh. I have included for your Architectural Control Review documents as presently completed, which include the following:

- 1) One set of approved engineering drawings for the plat. (These have been previously submitted to you).
- 2) One set of landscaping plans. (Also previously submitted to you).
- 3) One set of exterior elevations for all building plans within the plat.
- 4) One plot plan, showing location of the structures on the property, driveways and courtyards.
- 5) Completed application form indicating roofing and colors of building materials.
- 6) Address and name of the division.
- 7) A check in the amount of \$2,640.00 (\$30.00 x 88 units) for review fees.

If you have any questions regarding the submittal material or need additional copies of any of the material please give me a call.

We have just now submitted this work to the City and hope to have a concurrent review with the Cities design review board in February.

Sincerely,

Greg Nelson
Director of Land Development

GN/lrs

Enclosure

Lisadocs/greg/HURLOCKR.DOC



December 19, 1994

Jane Ryan Koler
CASEY & PRUZAN
720 Third Avenue
Seattle WA 98104-1866

RE: Amberleigh

Dear Ms. Koler:

The Mill Creek Community Association (MCCA) Board of Directors has considered the information you have presented on behalf of William E. Buchan Construction. I am directed to relay their decision on this matter to you.

It is MCCA's understanding that, in keeping with City Staff Recommendation number 25 of the Conditions of Approval for the Plat of Amberleigh, William E. Buchan Construction (developer) will create a Homeowner Association that will be responsible for the maintenance of all common tracts and privately owned facilities including the pocket park (Tract J), and the landscape island and medians.

The MCCA Board of Directors expects that William E. Buchan Construction will create such a Homeowner Association in keeping with Article III titled Property Subject to the Declaration in the Declaration of Restrictive Covenants of Mill Creek Community Association which is attached to the title of the plat in question.

Any such Homeowner Association is, of course, subject to the conditions of the Declaration of Restrictive Covenants of Mill Creek Community Association and subsequent amendments. Therefore your statement that "if such an association were formed, the plat of Amberleigh would not be subject to the control of the MCCA Architectural Control Committee" is incorrect. Any construction on the Amberleigh plat will be reviewed by MCCA's Architectural Control Committee.

Therefore, please advise your client to submit landscape and building exterior plans as available, and certainly prior to constructing or installing specific items.

On behalf of the Mill Creek Community Association Board of Directors,

Katharine (Kate) M. Hurlocker
Community Association Manager

cc: Greg Nelson, William E. Buchan, Inc.
MCCA Board of Directors
✓ M. Taylor, MCCA Architectural Control Committee Chairman
R. Campbell, MCCA Architect
division file

LAW OFFICES

CASEY & PRUZAN

18TH FLOOR PACIFIC BUILDING
720 THIRD AVENUE
SEATTLE, WASHINGTON 98104-1866

MERWIN E. CASEY
CARL PRUZAN
MARTIN A. GOOSIL
PHILLIP T. HUTCHISON
RICHARD A. ACARREGUI, P.S.
W. DIRKER EHLERT
WILLIAM J. MORRIS, P.S.
GARY R. ENGLISH
MICHAEL A. LARSON
JANE RYAN KOLER
KENNETH W. HART
MARK B. SHEPHERD

TELEPHONE
(206) 623-3577
FAX
(206) 623-3649
OF COUNSEL
JOHN F. KOVARIK

January 6, 1995

Board of Directors
Mill Creek Community Association
15714 Country Club Drive
Mill Creek, WA 98012

Re: Relationship of Amberleigh Plat to MCCA

Dear Chairman Schmidt and Members of the Board:

William E. Buchan Construction Inc. wants to resolve questions relating to its relationship with the MCCA in an amiable manner. We have carefully reviewed the letter dated December 19, 1994 from Katharine Hurlocker, written on behalf of the Board of Directors, in which the Board states that all development in the Amberleigh Plat will be subject to the control of the MCCA Architectural Control Committee. The letter also states that the Board expects that William E. Buchan Inc. will create a separate homeowners' association.

We have reviewed the condition of preliminary plat approval, referenced in the December 19, 1994 letter, and it does not require that a separate homeowners' association be formed to maintain common tracts and the pocket park. Greg Nelson, Development Manager of William E. Buchan, checked with the City of Mill Creek and learned that the City of Mill Creek does not require that a separate homeowners' association be formed.

The condition of subdivision approval states:

There shall be a homeowners' association which will be responsible for the maintenance of all common tracts and privately owned facilities, including the pocket park and the landscaped islands and medians.

Board of Directors
January 6, 1995
Page 2

William E. Buchan, Inc. wants to avoid having homeowners in Amberleigh subject to control of two separate homeowners' associations and responsible for paying dues and assessments to two different organizations. All functions contemplated by the condition of subdivision approval can be performed by the MCCA. William E. Buchan, upon recording the final plat, will dedicate the above-described areas to the MCCA, pay full dues to the MCCA, and the MCCA, in turn, will be totally responsible for maintaining such areas.

William E. Buchan Inc. provided the MCCA with landscape plans. If the MCCA needs another set, William E. Buchan will be glad to provide such plans.

Please do not hesitate to call with any questions.

Very truly yours,

CASEY & PRUZAN

Jane Ryan Koler

JRK:lal
c: Greg Nelson
Kate Hurlocker



December 19, 1994

Jane Ryan Koler
CASEY & PRUZAN
720 Third Avenue
Seattle WA 98104-1866

RE: Amberleigh

Dear Ms. Koler:

The Mill Creek Community Association (MCCA) Board of Directors has considered the information you have presented on behalf of William E. Buchan Construction. I am directed to relay their decision on this matter to you.

It is MCCA's understanding that, in keeping with City Staff Recommendation number 25 of the Conditions of Approval for the Plat of Amberleigh, William E. Buchan Construction (developer) will create a Homeowner Association that will be responsible for the maintenance of all common tracts and privately owned facilities including the pocket park (Tract J), and the landscape island and medians.

The MCCA Board of Directors expects that William E. Buchan Construction will create such a Homeowner Association in keeping with Article III titled Property Subject to the Declaration in the Declaration of Restrictive Covenants of Mill Creek Community Association which is attached to the title of the plat in question.

Any such Homeowner Association is, of course, subject to the conditions of the Declaration of Restrictive Covenants of Mill Creek Community Association and subsequent amendments. Therefore your statement that "if such an association were formed, the plat of Amberleigh would not be subject to the control of the MCCA Architectural Control Committee" is incorrect. Any construction on the Amberleigh plat will be reviewed by MCCA's Architectural Control Committee.

Therefore, please advise your client to submit landscape and building exterior plans as available, and certainly prior to constructing or installing specific items.

On behalf of the Mill Creek Community Association Board of Directors,

A handwritten signature in cursive script, appearing to read "Kate Hurlocker".

Katharine (Kate) M. Hurlocker
Community Association Manager

cc: Greg Nelson, William E. Buchan, Inc.
MCCA Board of Directors
M. Taylor, MCCA Architectural Control Committee Chairman
R. Campbell, MCCA Architect
division file

RECOMMENDATIONS CONTINUED:


destroyed by the applicant or his agent without the express approval of the City. The City may, at its discretion, issue a stop work order for the construction on the subject lots until the penalty is paid.

21. Fire hydrant design, location and spacing shall be reviewed and approved by Fire District No. 7 and the Alderwood Water District.

22. Mail boxes shall be grouped or clustered in locations identified by the United States Postal Service.

23. All fireplaces shall be natural gas appliances or pellet stoves or certified wood stoves shall be used in place of fireplace inserts.

24. All utility, stormwater, drainage, maintenance easements, property buffers and public pedestrian easements together with attendant restrictions and conditions shall be portrayed on the face of the final plat.

 25. There shall be a homeowners' association that will be responsible for the maintenance of all common tracts and privately owned facilities including the pocket park (Tract J), and the landscape islands and medians.

26. Minor amendments to the project may be administratively approved by the Director of Community Development upon written request by the developer. Minor amendments are those which may affect the precise dimensions or locations of buildings and driveways but do not affect the overall project character, number of buildings, density and quality and amount of open space and landscaping.

PLANNING COMMISSION ACTION:

January 20, 1994 the Mill Creek Planning Commission held a public hearing on the preliminary plat application by William E. Buchan, Inc. After reviewing the staff report and recommendation and taking public testimony the Commission voted to continue action on the application until February 17, 1994. At the regular Commission meeting on February 17,

RECEIVED

OCT 13 1994
MILL CREEK
COMMUNITY ASSOCIATION

LAW OFFICES
CASEY & PRUZAN
18TH FLOOR PACIFIC BUILDING
720 THIRD AVENUE
SEATTLE, WASHINGTON 98104-1866

MERWIN E. CASEY
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(206) 623-3577
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(206) 623-3649
OF COUNSEL
JOHN F. KOVARIK

October 12, 1994

Ms. Katie Hurlocker
Administrator of Mill Creek Community Association
15714 Country Club Drive
Mill Creek, WA 98012

Re: Relationship of Amberleigh Plat to MCCA

Dear Ms. Hurlocker:

Thank you for taking the time to meet with Greg Nelson and me to discuss the relationship of the Mill Creek Community Association ("MCCA") to the Amberleigh plat and the Homeowners' Association of Amberleigh, if such an organization is formed.

The MCCA Board of Directors and William E. Buchan Construction need to make a policy decision about whether all affairs of the Amberleigh plat should be handled by the MCCA or whether a separate homeowners' association for the Amberleigh plat should be formed.

If the MCCA were to be responsible for administering the affairs of Amberleigh, including the maintenance of entrance landscaping and pocket park, it would then be unnecessary for a separate association to be formed for Amberleigh. However, if the MCCA does not want to be totally responsible for governing the affairs of Amberleigh, it will be necessary to form a separate homeowners' association which would have a limited relationship with the MCCA. It would be appropriate for such an association to pay 75% of the total annual dues and exercise a .75 vote. In turn, the MCCA could provide the following services:

- A. Protection by MCCA security
- B. Newsletter to Members
- C. Entitlement to use parks and trails owned and maintained by the MCCA. Common areas include the 120 acre nature preserve, which encompasses Penny Creek with its fish ladder at one end and playfield at the other, Cherry Park, 16 other pocket parks and the 13 mile trail system that connects all of the above Common Areas. (160 acres total)

Ms. Katie Hurlocker
October 12, 1994
Page 2

- D. Right to use free guest RV parking.
- E. Right to participate in MCCA social functions.

If such an association were formed, the plat of Amberleigh would not be subject to the control of the MCCA Architectural Control Committee. Standards, at least as restrictive as those governing development subject to the control of the MCCA, would control development in Amberleigh, including approval of landscaping, structural additions, structural alterations, construction of decks, and painting. If the Amberleigh Homeowners' Association failed to enforce the Covenants and that failure impaired the welfare or appearance of the Mill Creek Community, the MCCA could request that the Amberleigh Homeowners' Association enforce a particular covenant.

If the Amberleigh Homeowners' Association failed to enforce its covenants, the MCCA would have the authority under the Covenants to bring an enforcement action after providing notice to the Amberleigh Homeowners' Association.

The Amberleigh Homeowner's Association would be responsible for controlling and maintaining common areas which would include the entrance, the park, landscaping tracts, and street lighting.

We would like to meet with you and the Board of the MCCA for the purpose of addressing these issues. Please call me to arrange a time to meet. Thank you for taking the time to consider this question.

Very truly yours,

CASEY & PRUZAN



Jane Ryan Koler

JRK:dt
cc: Greg Nelson

MILL CREEK COMMUNITY ASSOCIATION

RESOLUTION NO. ____

Resolution allowing Amberleigh Homeowners' Association Architectural Control Committee to approve individual attached housing units.

WHEREAS, the Board of Directors of Mill Creek Community Association has examined plans for the Amberleigh development and a model of the development and has concluded that the architecture proposed for the development is consistent with that in the Mill Creek Community,

WHEREAS, the Board of Directors has determined that it would not compromise the appearance and integrity of the Mill Creek Community if the Amberleigh development were developed in accord with the plans and models which have been presented to the Board of Directors.

NOW THEREFORE the Board of Directors Resolves that the Amberleigh Homeowners' Association is given permission to be developed in a manner consistent with the architectural plans and model which have been presented to the Board of Directors and that the Amberleigh Homeowners' Association Architectural Control Committee can approve the architecture of the individual units constructed in Amberleigh so long as Amberleigh is developed in accord with the architectural style specified in the model and plans which the Board of Directors has reviewed.

President

Date



March 23, 1994

Greg Nelson
William E. Buchan, Inc.
11555 Northrup Way
Bellevue, WA 98004

RE: Amberleigh

Dear Greg:

As per your request, letter dated 03/21/94, enclosed is a copy the current MCCA governing documents. Also enclosed, is the application form for submitting plans for the Amberleigh division.

Please submit the form with all information required, as listed on the attached checklist, and the application fee of \$30 per unit. (If the project is to be constructed in phases, submittal is required for each phase.) As stated in the Covenants, the Architectural Control Committee (ACC) has thirty (30) days to approve/disapprove the plans. Under ordinary circumstances, turn around time on submittals is quicker. As we discussed, it may be easiest to set up a meeting with the ACC at City Hall so the model can be used to assist the process. I'll let you know as soon your submittal is received and a tentative date is agreed upon.

If there are any further questions or concerns, please don't hesitate to call.

For the Mill Creek Community Association,

A handwritten signature in dark ink, appearing to read "Katherine M. Hurlocker".

Katherine M. Hurlocker
Community Association Manager

KMH:eh

enclosures: Governing Documents
New Construction Form
Submittal Checklist

cc: M.Taylor, ACC Chairman
B.Schlecht, MCCA President
Amberleigh file



S T O P W O R K O R D E R

TO: William E. Buchan, Inc.

FROM: Mill Creek Community Association

DATE: June 15, 1994

RE: Unapproved Construction
Amberleigh Division

Recently, William E. Buchan, Inc. has begun on-site work at the property listed above without submittal to and approval by the Architectural Control Committee (A.C.C.)

As stated in the Covenants, which are part of legal title and deed to all property within PRD Mill Creek, Article VIII, Paragraph 8.2.1:

"8.2.1 No building shall be erected, placed or altered on any Lot or building site (single family attached, single family detached, multi-family or commercial) on the property until the building plans, specifications, plot plan and landscape plans are submitted by the owner or his representative to the Architectural Control Committee and found by said Committee to be in accordance with the guidelines and the procedures established by the Committee. It shall be the obligation of each owner to familiarize himself with the rules, regulations and Committee. All costs incurred by the Committee for inspections, plan reviews and consultants shall be paid for by the applicant."

Therefore, you are hereby ordered to "STOP WORK" until all required plans have been submitted to and approved by the Architectural Control Committee. All plans must be submitted to the ACC within five (5) days of receipt of this notice.

Please Note: All construction done prior to ACC approval is done at the builder's own risk and expense. The Committee reserves the right to order the removal of anything constructed prior to Committee review and approval.

New Construction Submittal forms are available in the Association Office.

Katharine M. Hurlocker
Community Association Manager

cc: M. Taylor, ACC Chairman
B. Schlecht, MCCA President



R. Campbell

July 18, 1994

Greg Nelson
WILLIAM E. BUCHAN, INC.
11555 Northup Way
Bellevue WA 98004

RE: Amberleigh

Dear Greg:

Enclosed please find copies of the Mill Creek Community Association (MCCA) Architectural Control Committee (ACC) policies. Our Architectural Control Committee (ACC) had reviewed Buchan's construction practices, as seen in Parkside and other developments. They do not anticipate any conflict between Buchan practices and MCCA policies.

You asked that I clarify the structure for delivery of member services. Quite simply; MCCA maintains the property that it owns. It owns some of the roadsides, neighborhood parks, entry planting beds and mailbox hutches within the PRD known as Mill Creek. MCCA does not own property within Amberleigh, or other areas that have a division-level association. Therefore, MCCA does not plan to maintain Amberleigh property. Just as other MCCA members, who are within a division-level association, those in Amberleigh will have full use of MCCA's 160 acres of parks and trails, twenty-four hour security patrols and vacation checks, covenant enforcement, and a variety of other services. A complete list of member services is enclosed. Please keep in mind that MCCA is not a parent, or umbrella organization, to the Division-Level associations. Some people are simply members of both.

MCCA members in Amberleigh will be assessed at 75% of the maximum annual assessment of \$180, or \$135, for the period July 1, 1994, through June 30, 1995. Assessments for each living unit will commence upon issuance of the Certificate of Occupancy, and each living units' pro-rata share of \$135, is due and payable in full within 30 days from that date.

Beginning July 1, 1995, MCCA will bill the Amberleigh Association, 30 days in advance, for the total due from MCCA/Amberleigh members, and will expect one check in return. Should Amberleigh wish MCCA to bill each owner individually instead, a \$36 billing fee per living unit will be assessed.



STOP WORK ORDER

TO: William E. Buchan
WILLIAM E. BUCHAN, INC.
11555 Northrup Way
Bellevue, WA 98004

FROM: Mill Creek Community Association

DATE: August 24, 1994

RE: Unapproved Construction
Amberleigh Division

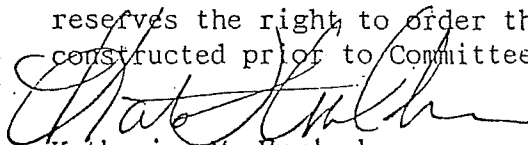
William E. Buchan, Inc. continues on-site work at the property listed above without submittal to and approval by the Architectural Control Committee (A.C.C.), as requested in our letter of July 18, 1994.

As stated in the Covenants, which are part of legal title and deed to all property within PRD Mill Creek, Article VIII, Paragraph 8.2.1:

"8.2.1 No building shall be erected, placed or altered on any Lot or building site (single family attached, single family detached, multi-family or commercial) on the property until the building plans, specifications, plot plan and landscape plans are submitted by the owner or his representative to the Architectural Control Committee and found by said Committee to be in accordance with the guidelines and the procedures established by the Committee. It shall be the obligation of each owner to familiarize himself with the rules, regulations and Committee. All costs incurred by the Committee for inspections, plan reviews and consultants shall be paid for by the applicant."

Therefore, you are hereby ordered to "STOP WORK" until all requirements of "Stage One", as listed in the 07/18/94 letter, have been submitted and approved. A copy of the letter is enclosed for your review.

Please Note: All construction done prior to ACC approval is done at the builder's own risk and expense. The Committee reserves the right to order the removal of anything constructed prior to Committee review and approval.


Katharine M. Hurlocker
Community Association Manager

cc: M. Taylor, ACC Chairman
B. Schlecht, MCCA President

*Sent via Regular
& Certified Mail 8/24/94*



W I L L I A M E . B U C H A N I N C O R P O R A T E D

January 20, 1995

Members of the Architectural Control Committee
MILL CREEK COMMUNITY ASSOCIATION
15714 Country Club Drive
Mill Creek, WA 98012

RECEIVED
JAN 23 1995
MILL CREEK
COMMUNITY ASSOCIATION

RE: Plat of Amberleigh

Dear Members,

We have submitted for your review and consideration the proposal for our plat of Amberleigh. This project has been previously shown to you as it has been developing. It has now emerged from approximately a year of design development work with many technical and professional people looking to answer such issues as; how the units will be separated to maintain individual structural integrity; how transitions will be made from one structure to another; how to maintain goals and concepts of the preliminary design and how to achieve the market needs and to provide the quality and economy needed for the project. A full application to your board has not been possible since materials and elevations have only recently been selected.

In order to establish the character and desired ambiance, we have approached this project with three different architectural styles. These styles employ the use of materials to separate some of the eliminates. The use of materials has been carefully selected for both scale, color, application and durability.

Kathryn Hurlocker has indicated that one of the materials that has been selected, may become a problem with the architectural control committee. The roofing material which has been selected is an architectural grade composition roof. I would like to discuss a few issues about why this material was selected.

- 1) William E. Buchan, Inc., has worked extensively with the architects as to the type of material, that should be used (I have enclosed a letter outlining the reasoning why the architects felt that it was the appropriate material). It addresses the scale and texture necessary to accentuate the roof forms and not the roofing material. It was important in de-emphasizing the Garage structure and make the house and its roof the predominant architectural feature. It also provides a uniformity that could be used for all three types of architectural styles, and therefore, be used to tie all four structures together when used as a group.

The scale of the material has to match the size of the home which is smaller. Roofing material with a small shingle type look is better for this and de-emphasizes the roofing to allow the roof form to be emphasized.

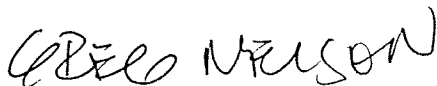
Mill Creek Community Architectural Control Committee
January 20, 1995
Page Two (2)

- 2) A wood shingle type roof was considered for the project, however, a fire rating of a class "B" requires a treatment of this product which is not aesthetically desirable and also connotes a maintenance problem to the homeowner which was not desirable to the marketing section as far as providing a low maintenance structure for the buyer.
- 3) Many tile and exotic roofing materials are now on the market, however, all of these have a larger scale than the type of roofing material selected and are not appropriate for the size of building and the combination of valleys and hips which they have. The detailing of these became unattractive and created many application problems. Additionally, since most of these materials are new to the market, our marketing team felt uneasy as to the salability to the buying public.
- 4) Although the covenants do not prohibit the use of this type of material, I understand the architectural control committee must have the ability to control the use of roofing materials so that inferior materials do not predominate the Mill Creek landscaping, however, I think that it is clear that this material meets the goals of the project, architecturally, market and code wise. It is a material that far exceeds shakes or shingles in fire protection, longevity and yearly maintenance costs, while being comparable to the cost of shakes or shingles. Aesthetically, this product is miles away from the old standard comp roofs so familiar to many builders and owners as the classic three tab shingle, additionally in the past 30 years this type of roofing has gained a market perception of low maintenance, long lasting and durable product.

I think that if you consider all the factors that we have been considering for the past year and that our technical experts have been considering for the past year, you will come to the same conclusion, that this product is the most appropriate for this project.

I will be happy to answer any questions and provide any additional information should you need it.

Sincerely,



Greg Nelson
Director of Land Development

GN/lrs

Enclosure



January 18, 1995

Architectural Control Committee
Mill Creek Community Association
15714 Country Club Drive
Mill Creek, WA 98012

Ladies and Gentlemen :

This letter is in support of the request by William B. Buchan Homes to provide roofing of high quality asphalt shingles in lieu of cedar shakes or singles for Amberleigh. As Architect and Planner for the Amberleigh project, we strongly support this request. The reasons for our position are given below and are based upon practical experience with over 45 years in the housing design discipline.

1. Practicality: The quality of wood shakes or shingles in the market today is greatly reduced from that of even ten years ago. Where once a cedar shingle roof would last at least 15 years and shakes at least 20 (when properly installed), the life span for shingles is reduced to as little as 5 and shakes to as little as 10. This is a practical observation that I am sure many of the residents of Mill Creek can confirm from their own experiences with their own roofs.

Amberleigh is a community which wants to deliver to its residents long-term value and minimum maintenance. High quality asphalt shingles will provide that.

2. Aesthetics: The visual textures and colors available with the proposed roofing materials for Amberleigh, Celotex Residential Shake Asphalt Roofing, is very similar in appearance to that of a mature natural cedar product. The scale is appropriate to the size and character of the homes presented for Amberleigh. Wood shakes have too "heavy" a character and while they are in scale for large suburban homes, they are not in scale for this village of charming cottages.

While tile roofing is an alternative to asphalt shingle roofing, the character and scale of tile is normally associated with large expensive homes or apartment complexes and would not be appropriate for the homes at Amberleigh.

3. Market Acceptance: The immense popularity of quality asphalt shingle roofing is based upon the solid warranty and performance of the product as observed in the past 25-30 years.

ARCHITECTURE
PLANNING &
INTERIOR DESIGN

414 OLIVE WAY
SUITE 500
SEATTLE WA 98101
(206) 623 3344
FAX (206) 623 3005

MITHUN PARTNERS, INC.



Architectural Control Committee


January 19, 1995

Page 2

4. Technical Rating: A Class "B" rating is required by the Building Code for the homes at Amberleigh. This rating is easily achieved by the high quality asphalt shingle. The fire retardant treatments required to produce this rating on wood products turn the singles an unsightly "green" color and has not, in the past, been approved in Mill Creek.
5. Cost: The use of high quality asphalt shingles is by no means a reduction in either the quality or the cost of roofing for the builder. The cost of the proposed material and cedar shakes is comparable.

As Architects for Amberleigh, we have worked very hard to create a community of high quality homes that meet both the requirements of home purchasers and the growth management densities required of us by Mill Creek. I am confident that high quality asphalt shingles will be fully in character with the pleasing architecture that Amberleigh brings to the community.

Sincerely,



William H. Kreager, AIA, MIRM
Vice President

cc: Greg Nelson, Buchan Homes

Arch. Control Com./WK/gj



Real Vision Research, Inc.

Real Estate Market Research & Product Development

8034 118th Ave. N.E.

Kirkland, Washington 98033

(206) 827-1804 FAX (206) 822-5005

January 19, 1995

Greg Nelson
William E. Buchan, Inc.
11555 Northup Way
Bellevue, WA 98004

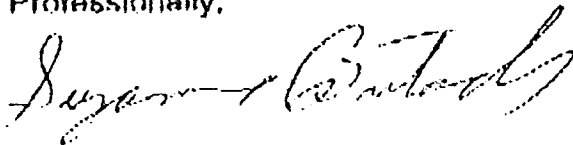
Dear Greg,

In reviewing research and surveys conducted for your Amberleigh development, I found that the targeted buyer would prefer a high quality composition style roofing material rather than a shake or tile roof due to the following factors.

The buyers targeted in this site are sophisticated. Most have owned homes before and are now looking for a low maintenance lifestyle. They are considering a home in Amberleigh that offers few of the hassles typically associated to owning a single family home. These people are busy, spend a lot of time away from their home and need the security this type of community can offer. Part of this security includes fewer worries about fire danger and less concerns about the structure of their new home.

A high quality composition style roofing material is perfectly tailored toward this buyer. The advantages composition roofing offer with additional fire retardant properties, extended warranties and comparatively lower maintenance will be highly regarded by the buyers. It is my recommendation, however, that you utilize a high quality composition roofing with a twenty year warranty, one that has a variety of textures and colors to give it a visually pleasing appearance.

Professionally,



Suzanne Britsch
President

Post-It® Fax Note

7671

Date	1-19	# of pages	1
To:	Greg Nelson	From:	Suzanne Britsch
Company:	William E. Buchan, Inc.	Co.:	Real Vision
Phone #		Phone #	
Fax #		Fax #	

AMERICA'S FIRST FAMILY OF ROOFING PRODUCTS



RESIDENTIAL ROOFING TECHNICAL BULLETIN

THE CELOTEX CORPORATION • ROOFING PRODUCTS DIVISION • P O BOX 31602 • TAMPA, FLORIDA 33631-3602

NO. 770g

DATE 11/94

PRESIDENTIAL SHAKE™ SHINGLES FRS® PRESIDENTIAL SHAKE SHINGLES

ATTENTION

The designed appearance and service of Presidential Shake™ Shingles requires strict adherence to the application instructions printed on this package. The Celotex Corporation disclaims liability for appearance or performance from other methods of application. Any deviation from these instructions voids all warranties, including implied warranties of merchantability and fitness for a particular purpose.

DIRECTIONS FOR APPLICATION

FOR ROOF SURFACES WITH INCLINES FROM 4" (102mm) TO 12" (305mm)
TO THE FOOT (305mm)
FOR MANSARD ROOF APPLICATION SEE APPLICATION INSTRUCTIONS

These shingles are designed for the following:

WIND RESISTANCE - These shingles have a special thermal sealing tab adhesive that bonds them together after application. When exposed to warm sun temperatures, they will seal to the course below. Spring to Fall - In a matter of days; In Winter - variable depending on weather and geographical location. **NOTE: There is no need to remove the treated plastic or aluminized release tape on the back of each shingle prior to application of the shingles. The sole purpose of this tape is to prevent a shingle's heat-activated sealant strip from adhering to an overlying shingle while stored prior to application.**

ALL PURPOSE - For use on new or reroofing work over any properly built and supported roof deck having **ADEQUATE NAIL HOLDING CAPACITY AND SMOOTH SURFACE** (See Precautionary Note).

SLOPES AND UNDERLAY - Standard slope - 4 inch (102 mm) or more rise in 12 inch (305 mm) run, use one layer of No. 15 Asphalt Felt Plain, or Celo-Guard™ Shingle Underlayment applied as shown in application instructions on each product wrapper. See Celotex Technical Bulletin No. 705. Underlayment is required on new construction and for reroofing when old roof is removed to the deck. Slopes of 2" (51 mm) in 12" (305 mm) to 4" (102 mm) in 12" (305 mm) rise are allowed - contact Celotex for details.

NAILS - Use a minimum five (5) galvanized or non-rusting 3/8" (10 mm) to 7/16" (11 mm) diameter head, 11 to 12 gauge barbed shank roofing nails, long enough for the shank to penetrate 3/4" (19 mm) into the deck lumber or penetrate through the APA approved plywood or Oriented Strand Board (OSB) deck by 1/8" (3 mm) minimum. Drive nails flush with surface. Do not overdrive nails. Proper nailing is essential (See Nailing Instructions). Follow local Building Codes.

MANSARD APPLICATIONS - For roof slopes greater than 12" (305mm) in 12" (305mm) (Mansard), Celotex requires that nine (9) nails per shingle be used (see nailing instructions). Also, apply one dab of **ELASTIGUM® Roofers Cement** (about the size of a quarter) beneath each tab and near the bottom, but not so close to the bottom that it is squeezed from under the tab as the tab is pressed into the cement.

PLASTIC CEMENT - Must conform to ASTM Specification D-4586-93 Type II. Celotex recommends **ELASTIGUM® Roofers Cement**.

DRIP EDGES - Install corrosion resistant material that extends approximately 3" (76 mm) back from the roof edges and bends downward over them. Apply drip edges directly to the deck along the eaves and over the underlayment along the rakes. Nail every 8" (203 mm).

FLASHINGS - Primary and Base flashing should consist of 24 to 26 gauge corrosion-resistant metal. **Celotex® ELASTIGUM Roofers Cement** or equivalent should be used to seal around flashing materials (See Flashing Detail). **OLD ROOFING COVERINGS** - Celotex recommends but does not require old roofing removed before installation. If **Presidential Shake™ Shingles** are installed over existing asphalt shingles, surface must be clean, free from buckles and thoroughly dry before and during application of new shingles. If **Presidential Shake Shingles** are installed over existing wood shingles, replace old wood shingles along eave and rake edges with 1" (25 mm) X 4" (102 mm) boards. Beveled wood strips 4" (102 mm) X 5" (127 mm) wide may be installed below butt of shingles to provide a solid nailing base.

STANDARD APPLICATION - See drawings. Shingle applications are on 5" (127mm) and 15" (381mm) offsets and the application pattern is always developed right to left. NOTE: Apply shingles to the left to establish the pattern and fill in to the right. Always cut shingles from the left edge. Use five (5) nails per shingle and nail along nailing guide (see Nailing Instructions).

DUAL STARTER ROLL - At the eave, apply the 22" (558 mm) base roll and nail every 6" (152 mm) in a row 4" (102 mm) from the eave edge and along the upper edge. Over this strip apply the 14" (356 mm) starter roll. Align the strip with the left rake and project 3/8" (10 mm) beyond the eave. Continue with full length rolls nailing all rolls in a line 6" (152 mm) above the eave edge starting with a nail 2" (51 mm) from the end and placed on 6" (152 mm) centers. If more than one roll of starter is needed, trim back the first roll so that the seam will be covered by a shingle tab and butt the second roll up to it and continue across the eave of the roof.

VALLEY APPLICATIONS

Woven Valley - Prior to installing the shingle underlayment, apply a 36" (914 mm) wide sheet of Celotex **Celo-Guard™ Shingle Underlayment** or Celotex **Smooth Roll Roofing**, or equal, centered in valley. Do not nail unless absolutely necessary to hold in place and then only outside edges approximately every 18" (457 mm). Apply valley shingles by weaving each course in turn over the valley, extending it along the adjoining roof deck at least 12" (305 mm). Install shingles using the alignment notches provided (see application instructions) alternately weaving the valley shingles over each other. (See Drawing for Woven Valley Application).

Open Valley - Valley linings must be installed before applying shingles. Use 26 gauge non-corroding metal. Chalk line valley through 6" (152 mm) wide at top and diverging at the rate of 1/8" (3 mm) per foot (305 mm) approaching the eave. Trim upper corner of shingles next to the valley at a 45° angle. Embed shingles adjacent to valley in strip of **ELASTIGUM® Roofers Cement**. Note: Snap chalk line to follow offset sequence of shingles to insure proper alignment of courses as application proceeds from left to right on adjoining roof (See Drawing for Open Valley Application).

Closed Cut Valley - With valley linings in place, apply the first course of shingles along the eaves of one of the intersecting roof planes and across the valley. For proper flow of water over the trimmed shingle, always start applying the shingles on the roof plane that has the lower slope or lesser height. Extend the end shingle at least 12 inches (305mm) onto the adjoining roof. Apply succeeding courses in the same manner, extending them across the valley and onto the adjoining roof. Press the shingles tightly into the valley. Nail shingles according to nailing instruction, except no nails are to be within 8 inches (152mm) of the valley centerline and two nails should be applied at the end of each shingle crossing the valley. Next apply shingles on the adjoining roof. Start shingle application along the eaves and cross over the valley onto the previously applied shingles. Trim the overlying shingles no less than 2 inches (51mm) back from the valley centerline; use a chalk line snapped over the shingles to assure a neat installation. Trim 1 inch (25mm) on a 45-degree angle from the upper corner of each end shingle to direct water into the valley. Finally, embed each end shingle in a 3-inch (76mm) wide strip of asphalt plastic cement. (See Drawing for Closed Cut Valley Application).

HIPS AND RIDGES - (See Drawing) In hip application, trim applied shingles on each side even with ridge; carry shingles on opposite side over ridge and fasten securely. Use **Cap-It-Al™ Hip and Ridge Shingles**. Bend shingles lengthwise so that half of each shingle extends down each side. These should be applied to expose 5" (127 mm). On ridges direct exposure away from prevailing winds. Nail shingles 5-1/2" (140 mm) from exposed end with two nails 1" (25 mm) from each side edge. Final shingle should be set in a solid troweling of **ELASTIGUM Roofers Cement**.

CELOTEX RECOMMENDS DOUBLE APPLICATION OF CAP-IT-AL HIP AND RIDGE SHINGLES FOR AN ENHANCED APPEARANCE, IN LIEU OF A SINGLE APPLICATION.

For further information, see application instructions on the Celotex Cap-It-Al Hip and Ridge wrappers.

Specification Standards - **Presidential Shake™ Shingles** and **FRS® Presidential Shake Shingles** are both U.L. Class A Fiberglass Asphalt Shingles. Both Products meet ASTM D 3462-92a; D 3018-90 Type 1. They also meet ASTM E-108-93 and D 3161-93 and are approved for use in Dade County, FL., Notice of Acceptance No. 94-0615.03. **Presidential Shake Shingles** are protected by U. S. Patent No. 5,052,162.

PRECAUTIONARY NOTES

1. Fiberglass shingles can become brittle in cold weather and flexible in hot weather. Handle carefully. Shingles or their edges can be damaged.

Special care should be taken when applying shingles under 40 degrees F (4 degrees C).

Do not store near excessive heat.

Stack in flat fashion, off the ground, and maximum of 4' (1.2 m) high. Shingles must be properly protected from weather when stored at the job site.

2. Do not attempt to separate shingles by "Breaking" over another object such as a ridge.
3. Roof deck shall consist of Celotex approved 6" (152 mm) maximum width and 25/32" (20 mm) minimum thickness non-veneer decking or 3/8" (10 mm) or greater thickness exposure grade 1 plywood or Oriented Strand Board (OSB) as approved by Underwriters Laboratories and the American Plywood Association. All decking must be properly conditioned to be at moisture equilibrium. Failure to use properly conditioned deck materials can result in deck movement, which will distort or damage the overlying roofing materials. Distortion of roofing resulting from deck movement is not a manufacturing defect of the roofing product.

Application to any deck material other than specified above voids the product warranty unless written approval is received from Celotex.

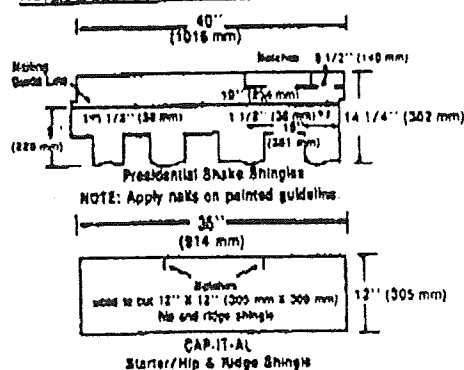
NOTE: Waterboard is not an approved decking material.

4. Celotex will not accept responsibility for wind damage or shingle displacement from winds exceeding 60 m.p.h. (97 km/h) or from wind damage resulting from failure to follow applicable ralling instructions.
5. All exposed material, including material used for valleys, must be of UL "Class A" type. Closed valley application is recommended but not required.
6. To achieve the most desirable aesthetic appearance, color and blend, diagonal method of application is recommended.
7. Celotex disclaims any liability for any variations in color shading which may occur from the positioning of the granular surfacing material.
8. A properly ventilated flow through air space must be provided with a minimum of one square foot (0.1 sq.m) net free ventilation area for every 150 square feet (13.9 sq. m) of attic floor space.
9. Excessive use of roof cement may cause surface of shingles to blister.
10. Celotex recommends, because of possible contamination of factory applied sealant, that shingles applied during climatic conditions not allowing for a sufficient bond within 45 days of application should be manually hand sealed at the time of installation.
11. Check local building codes for possible additional installation requirements.

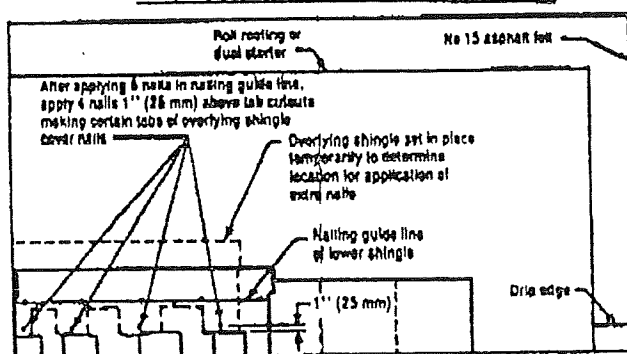
NOTICE: This product has a 40 Year Limited Warranty, available from a distributor, dealer or roofing contractor.

If any defect in material is found in this package, this wrapper and full particulars must accompany any claim on the dealer from whom the material was purchased.

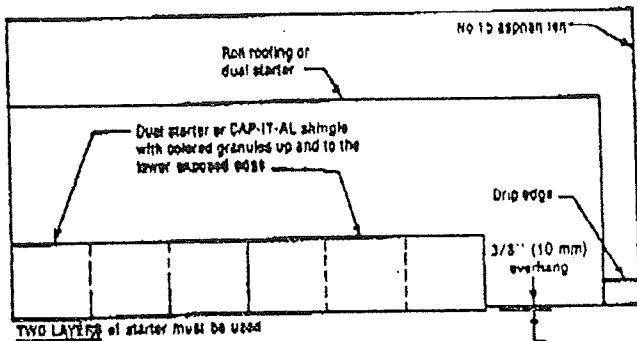
NAILING INSTRUCTIONS NORMAL SLOPES ONLY NAIL APPLICATION LOCATIONS



NAILING INSTRUCTIONS MANHARD SLOPES ONLY NAIL APPLICATION LOCATIONS

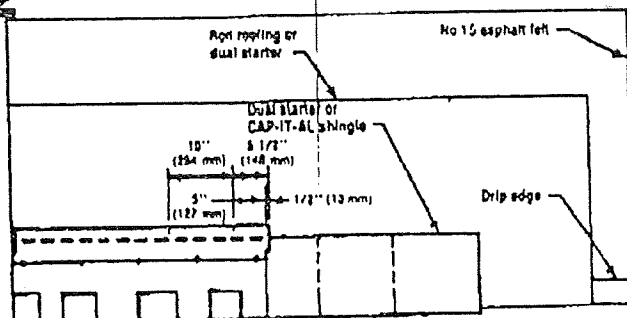


STARTER INSTRUCTIONS

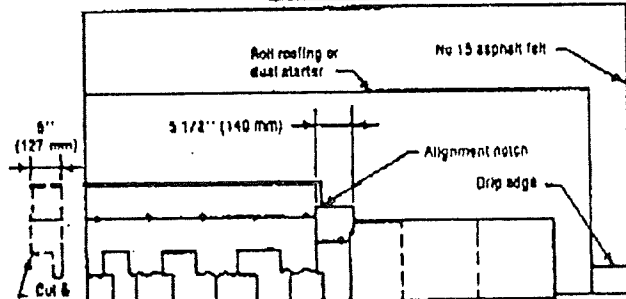


Apply with colored granules positioned so that proper color blend is exposed

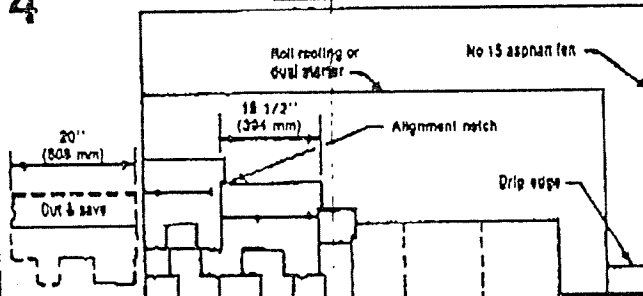
FIRST COURSE



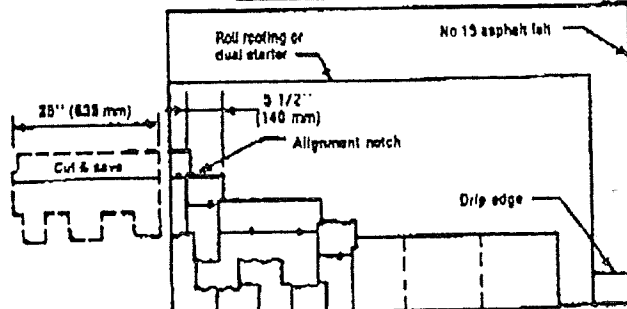
SECOND COURSE



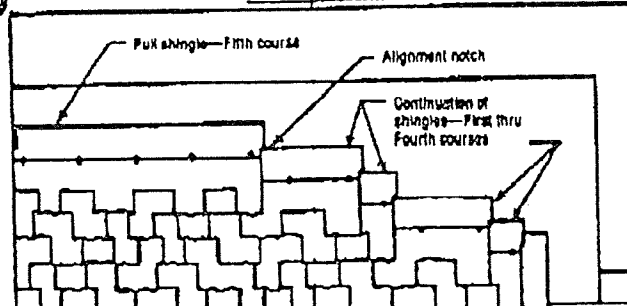
THIRD COURSE



FOURTH COURSE

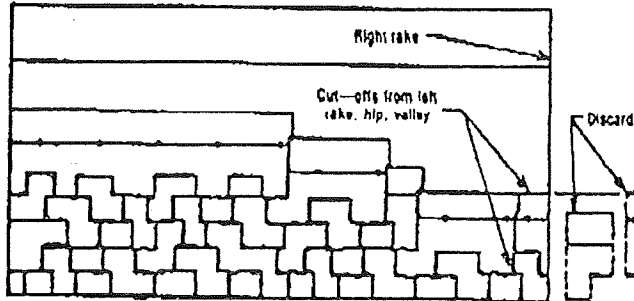


FIFTH COURSE



7

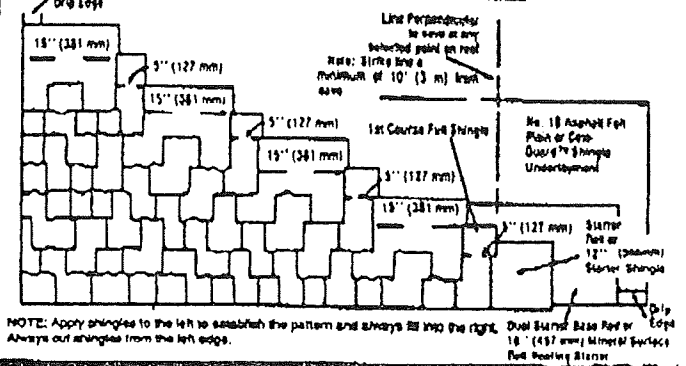
USE OF EXTRA CUT-OFF PIECES



Use the pieces cut off the left rake, hip, or valley on the right rake, hip, or valley to complete courses. This will reduce the waste.

8

ALTERNATE APPLICATION PROCEDURES

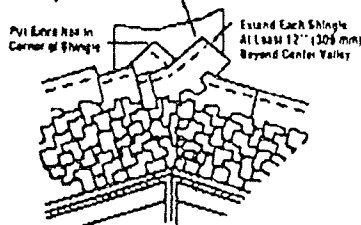


WOVEN VALLEY APPLICATION

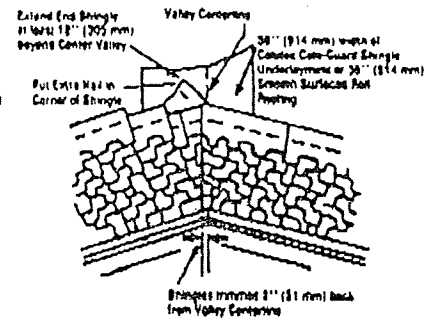
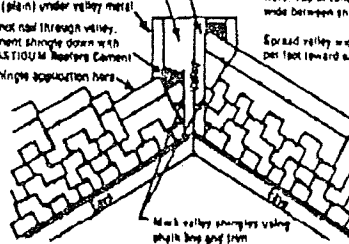
OPEN VALLEY APPLICATION

CLOSED CUT VALLEY APPLICATION

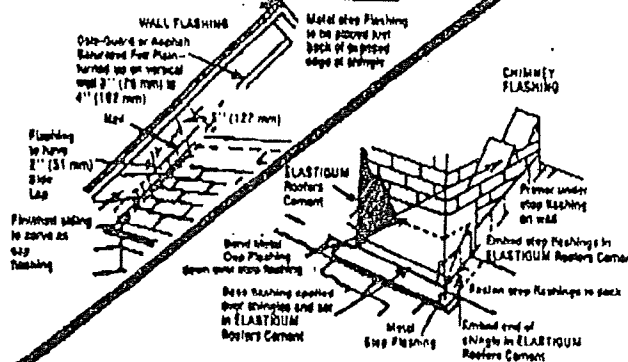
36" (914 mm) width of Colasex Core-Quartz Shingle underlayment or 36" (914 mm) Smooth Surfaced Roll Roofing



Construct valleys as shown. Use 2" Edge-type non-corroded metal non-plumbing metal 18" (457 mm) wide. Core-Guard or asphalt saturated felt (plain) under valley metal. Do not nail through valley. Cement shingle down with ELASTIQUIM Roofers Cement. Finish shingle application here.



FLASHING APPLICATIONS



HIP & RIDGE APPLICATION

