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Lovell-Sauerland & Associates, Inc.
19400 - 33rd Avenue West, Suite 200
Lynnwood, Washington 98036

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AUDITOR
SNOHOMISH COUNTY, WASH.
DEPUTY

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**DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
FOR CASCADE HIGHLANDS**

This declaration, made on the date hereinafter set forth by Hilton Highlands Joint Venture, a Washington General Partnership, hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner in fee of the CASCADE HIGHLANDS, an addition to Snohomish County, Washington, as recorded in Volume 60 of Plats, pages 277-283, records of Snohomish County, as described in instrument recorded under Auditor's File No. 9602145005.

AND WHEREAS, Declarant will convey said properties, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth;

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, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property.

These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

Section 1.1 "Association" shall mean and refer to CASCADE HIGHLANDS HOMEOWNERS ASSOCIATION, its successors and assigns.

Section 1.2 "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 1.3 "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of members of the Association.

Section 1.4 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or maps of the properties with the exception of the Common Areas contained therein.

Section 1.5 "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 1.6 "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, except that purchasers under a real estate contract shall be deemed the "owner", as against the contract seller. Those having an interest merely as security for the performance of an obligation shall not be deemed an "owner" as herein provided.

Section 1.7 "Declarant" shall mean and refer to Hilton Highlands Joint Venture, its successors and assigns.

Section 1.8 "General Plan" as approved by the County of Snohomish shall mean the preliminary plat of Cascade Highlands as approved under Snohomish county Z.A. No. 9401019 and Snohomish County Permit No. 94-160715, and the final plats for the properties contained therein: (a) the approximate size and location of common properties; (b) the general nature of common facilities and improvements.

ARTICLE II ANNEXATION OF ADDITIONAL PROPERTIES

Section 2.1 Annexation of additional property, other than that included in the General Plan referred to in Section 1.8 above, when requested by the owner or owners of such additional property shall require the assent of two-thirds (2/3) of the members at a meeting duly called for the purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting, setting forth the purpose of the meeting. The presence of members or of proxies entitled to cause sixty percent (60%) of votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum for the preceding meeting; provided, however, the minimum quorum shall be twenty-five percent (25%) of the votes of the membership. No such subsequent meeting shall be held more than 60 days following the preceding meeting. In the event that two-thirds (2/3) of the membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

Subsequent divisions of Cascade Highlands which encompass the property identified as Cascade Highlands (Snohomish County ZA No. 9401019 and Snohomish County Permit No. 94-160715) shall not be considered an annexation subject to this Article. Rather such Divisions, when developed, shall constitute "lots" and "properties" and the respective owners thereof shall be "members" of The Association.

ARTICLE III MEMBERSHIP

Section 3.1 Every person or entity who is an "owner" of record of any lot which is subject by covenants of record to assessment by the Association, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest

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merely as security for the performance of an obligation. No owner shall have more than one membership for a particular lot. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership.

ARTICLE IV VOTING RIGHTS

Section 4.1 Each member shall have one vote for each lot owned whether improved or not. When more than one person holds such interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

ARTICLE V PROPERTY RIGHTS

Section 5.1 Member's Easement of Enjoyment. Every member shall have a nonexclusive right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with title to every assessed lot, subject to the following provisions:

- (a) the right of the Association to limit the number of guests of members;
- (b) the right of the Association to charge reasonable admissions and other fees for the use of any recreational facility situated upon the Common Areas;
- (c) the right of the Association to borrow money for the purpose of improving the Common Areas and facilities and in aid thereof convey a security interest in said property, and the rights of such security holder in said properties shall be subordinate to the rights of the homeowners hereunder;
- (d) the right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during such times any assessment against his/her Lot remains unpaid; and for a period not to exceed 180 days for an infraction of its published rules and regulations;
- (e) the right of the Association to dedicate or transfer all or any part of the Common areas 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 signed by members entitled to cast two-thirds (2/3) of the votes of the membership has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than 30 days nor more than 60 days in advance.
- (f) the right of members from subsequent divisions of Cascade Highlands, included in the general plan referred to in Section 1.8 herein, when developed, to use and enjoy the same common areas consistent with the rights and responsibilities set forth herein.

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Section 5.2 Title to the Common Areas. The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Association subject to encumbrances and liens arising by virtue of development of the property as well as easements for utilities including maintenance thereof and the right of the public to make necessary slopes for cuts or fills in the reasonable original grading of public ways dedicated in the plat.

**ARTICLE VI
COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 6.1 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 thereof, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association; (a) annual assessments or charges, and (b) special assessments for capital improvements, as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, including reasonable attorney fees and costs, as hereinafter provided, 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 such 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 shall not pass to his successors in title unless expressly assumed by them.

Subsequent divisions of CASCADE HIGHLANDS shall not be subject to assessment until after the final plat(s) therefore is recorded.

Section 6.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the properties and in particular for the improvement and maintenance of the Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas and of the homes situated upon the properties.

Section 6.3 Maintenance Charges. The Board of Directors of the Association shall have the right and power to subject the property situated in the plat of Cascade Highlands, except the common areas, to a monthly, quarterly or annual maintenance charge. At the discretion of the Board of Directors of the Association, the maintenance charge may be aggregated and billed annually or for any portions of a year. Commencing on _____, the maximum annual assessment on all lots shall be \$250.00 per lot. On the same day of each year thereafter, each owner of property in Cascade Highlands, other than the Declarant, shall pay to the Association, in advance, the maintenance charges against this property, and such payments shall be used by the Association as hereinafter stated. The charge will be delinquent when not paid within thirty (30) days after it becomes due. In the event that an owner acquires title to property in Cascade Highlands after the annual due date for the maintenance charge, then such owner shall be given a pro rata credit for the annual maintenance charge from the due date to the date on which said owner acquires title, or becomes a contract purchaser.

The annual charge may be increased or decreased from year to year by the Board of Directors as the needs of the property in its judgement may require, but in no event shall the increase in any year exceed twenty-five percent (25%) of the prior year's assessment.

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Section 6.4 Uses of the Maintenance Fund. The Maintenance Fund may be used:

To pay real property taxes and insurance for the Common Area and for lighting, improving and maintaining the streets and dedicated right-of-way areas maintained for the general use of the owners and occupants of land included in Cascade Highlands, including all divisions thereof;

For employing policemen and watchmen;

For initiating actions to enforce the covenants, restrictions or other regulations, including retaining counsel;

For establishing and maintaining any park or recreational facilities on the Common Area of Cascade Highlands; including all divisions thereof;

For maintaining the drainage facilities located within the common areas, maintained for the general use of the owners and occupants of land included in Cascade Highlands, including all divisions thereof; and,

For doing any other thing necessary or desirable, in the opinion of the Board of Directors of the Association, to keep the property neat and in good order, and to eliminate fire hazards, or which in the opinion of the Board of Directors may be of general benefit to the owners or occupants of the land included in Cascade Highlands.

Section 6.5 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 or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting for the purpose of the meeting.

Section 6.6 Effect of Nonpayment of Assessments and Special Assessments for Capital Improvements: Remedies of the Association. The Association shall have a lien on all the lots in Cascade Highlands to secure the payment of maintenance charges due and to become due, and the record owners of such lots shall be personally liable for all maintenance charges. The Association may bring an action at law against the Owner personally obligated to pay the same, including the cost of foreclosing the lien against the property, plus interest, costs and reasonable attorney's fees of any such action. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his/her Lot.

Upon demand, the Association shall furnish to any owner or mortgagor or other interested person a certificate showing the unpaid maintenance charges against any lot or lots.

Section 6.7 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 6.8 Quorum for Any Action Authorized Under Section 5. At the first meeting called to take an action, as provided in Section 5 hereof, the presence at the meeting of members or proxies entitled to cause sixty percent (60%) of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at such first meeting, another meeting may be called, subject to the notice requirement set forth in Section 5 and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the meeting; provided, however, the required quorum shall not be less than twenty five percent (25%) of all votes of this membership. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6.9 Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Trustees shall fix the amount of the annual assessment. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 6.10 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage, mortgages or deed of trust, and the Association will, upon demand, execute a written subordination in accordance with this paragraph. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot 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, or trust deed or sale under deed of trust, shall extinguish the lien of such assessments as to payments thereof which become 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.

Section 6.11 Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein; (a) all properties dedicated to and accepted by a local public authority; (b) the Common Areas.

ARTICLE VII ARCHITECTURAL CONTROL

Section 7.1 Before any building is erected, placed or altered upon any lot, notice of intent to build or locate such structure shall be filed with the ARCHITECTURAL CONTROL COMMITTEE. The ARCHITECTURAL CONTROL COMMITTEE within five days from receipt of such notice, may require the submission by the applicant or owner of the construction plans and specifications and a plan showing the location of the structure. In the event of such requirement, no building shall be erected placed or altered upon any lot until such plans have been approved by the

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ARCHITECTURAL CONTROL COMMITTEE as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation.

Section 7.2 All dwelling roofing material shall be of a consistent color, and shall be a laminate, 25 year, composition type material.

Section 7.3 All dwelling exterior colors shall be controlled through architectural approval by the ARCHITECTURAL CONTROL COMMITTEE.

Section 7.4 All dwelling siding material shall be a horizontal lap siding, or vertical channel siding. Brick or Stucco may be used at the discretion of the builder. No T-111 or vertical L.P. panels shall be allowed.

Section 7.5 All dwelling units shall conform to the following minimum square footages:

A. Rambler (single story)	1,600 s.f.
B. Two-story (total)	1,700 s.f.
C. Mid-Entry (main floor)	1,200 s.f.
D. Tri-Level (total)	1,700 s.f.

The square footages are exclusive of garage areas.

Section 7.6 All front yards of each dwelling unit shall be landscaped, including sodding of planter strips and planting of a minimum of one street tree within the planter area, or adjacent to the street frontage of each lot. Such street trees shall be of the same species and caliper as the existing planted street trees.

Section 7.7 No fence or wall shall be permitted between the front portion of the house and the roadway right-of-way, except that decorative fences having a height not exceeding three feet may be constructed in said areas. All fences in the front and/or back yard shall be of a wood material. The decision of the ARCHITECTURAL CONTROL COMMITTEE shall be final and binding upon all parties. Approval shall be as provided in the paragraphs next below.

Section 7.8 The ARCHITECTURAL CONTROL COMMITTEE shall be composed of one party of HILTON HIGHLANDS JOINT VENTURE, presently located at 19400 - 33rd Avenue West, Suite 200, Lynnwood, Washington, 98036, and one appointed builder, building with the subdivision. At such time as all of the lots in the land covered by this declaration of restrictive covenants have been sold by said HILTON HIGHLANDS JOINT VENTURE, then the responsibility of HILTON HIGHLANDS JOINT VENTURE, as the ARCHITECTURAL CONTROL COMMITTEE, shall cease and the then-record owners of a majority of the lots shall, through a duly recorded instrument, reconstitute the membership of said committee.

Section 7.9 The ARCHITECTURAL CONTROL COMMITTEE shall act within fifteen (15) days of the date all plans and documents requested have been submitted to the committee. If the committee fails to act within such time period, its consent shall be deemed to have been given.

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**ARTICLE VIII
USE RESTRICTIONS**

Section 8.1 The area covered by these covenants is the entire area described above.

Section 8.2 No lot shall be used except for residential purposes. No building shall be erected, placed or permitted to remain on any lot other than one detached single-family dwelling with a minimum double attached garage.

Section 8.3 Easements for installation and maintenance of utilities and drainage facilities are reserved as shown in the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with maintenance of utilities, or which may change the direction of flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvement for which a public authority or utility company is responsible.

Section 8.4 No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 8.5 No structure of a temporary character, trailer, basement, shack, garage, barn or any other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

Section 8.6 No goods, equipment or vehicle (including busses or trailers of any description) shall be dismantled or repaired outside any building or residential lot.

Section 8.7 The land owners at no time shall keep or permit to be kept on their premises or street area any house trailers, trucks (excluding pick-up trucks of one tone or less), campers, mobile homes, boats or boat trailers, unless housed within a garage or suitably screened from view from the streets, except with the approval of the ARCHITECTURAL CONTROL COMMITTEE.

Section 8.8 No visible radio or television antenna shall be permitted without the written approval of the ARCHITECTURAL CONTROL COMMITTEE. All exposed fireplaces shall be of brick or quarry stone material or the same as the exterior and specifically not cement block.

Section 8.9 Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finish painting and front yard landscaped, within nine months from date of start of construction.

Section 8.10 No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

Section 8.11 No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept; PROVIDED, they are not kept, bred or maintained for any commercial purpose.

Section 8.12 No Lot or Common Area shall be used or maintained as a dumping ground for rubbish, debris, salvage, garbage, trash, equipment, cars, vehicles or other waste; trash, garbage or other waste shall not be kept except in sanitary containers. No yard rakings such as rocks, roots, dead grass and other materials accumulated as a result of landscaping shall be dumped on any Common Area, other Lot or streets. The proper removal and disposal of all such materials shall be the sole responsibility of individual lot owners. The Association, through the Board of Trustees, shall have the power to assess any lot owner responsible for abusing said Common Areas as stated above by disposing such said materials or damaging any vegetation. The Board of Directors may have any of the above stated infractions repaired, replaced and/or removed as it sees fit.

Section 8.13 Tracts 994, 995, 996, 997, 998 and 999 as depicted on the Final Plat for Cascade Highlands Division I are established as Common Areas, intended for the Homeowners in the plat of Cascade Highlands, including all divisions thereof;

Section 8.14 All Native Growth Protection Areas shall be left in a substantially natural state. No clearing, grading, filling, building construction or placement, fence construction, or road construction of any kind shall occur within these areas; provided that underground utility lines and drainage discharge swales may cross such areas utilizing the shortest alignment possible if and only if no feasible alignment is available which would avoid such a crossing; provided further that the trail system and drainage facilities within such areas may be constructed and maintained in accordance with plans approved by the county; and provided further that trees may be planted within these areas to achieve a minimum 25% overstory coverage of trees on the entire property; and provided further that disturbance necessary for road construction of the plat interior road and frontage improvements may be permitted subject to appropriate revegetation as required in the clearing plan. Removal of vegetation by the property owner shall be limited to that which is dead, diseased or hazardous. No adjustment to the boundary of any such area shall occur unless first approved through the formal replat process.

Section 8.15 Tracts 995, 996, 997 and 999 as depicted on the Final Plat for Cascade Highlands Division I are established as Common Area Drainage Facility Tracts, intended for the Homeowners in the Plat of Cascade Highlands, including all divisions thereof; Maintenance of these drainage facilities shall be in accordance with the hereinafter described Article IX.

Section 8.16 After construction is completed and landscaped installed, the removal of trees on individual lots shall be limited to the area in which the buildings, patios and driveways are to be constructed. Any other removal of trees must first have the approval of the ARCHITECTURAL CONTROL COMMITTEE.

Section 8.17 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.

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Section 8.18 The Association, or any Owner, shall have the right to enforce, by and proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The costs of any enforcement actions initiated in a court of competent jurisdiction shall be awarded to the prevailing party.

Section 8.19 Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 8.20 The 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 Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than eighty percent (80%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy percent (70%) of the Lot Owners. Any amendment must be properly recorded.

ARTICLE IX COMMON AREA MAINTENANCE

Section 9.1 The Association through the Board of Directors shall maintain all median strips and roadway planting areas and shall preserve and maintain all Common Areas in the natural setting and in close conformity to the condition at the time Declarant conveyed the same to the Association.

Section 9.2 Maintenance and Inspections of Ponds (not less than once per year);

- (a) Trash and debris should be removed so there is no visual evidence of dumping. Natural debris from native growth areas of ponds should be removed as required to prevent it from floating to a position to block the outlet.
- (b) Vegetation which constitutes a hazard to maintenance personnel or the general public should be removed. This would include plants such as poison oak, nettles, devils club. Also remove invasive vegetation such as blackberries where it interferes with maintenance activities.
- (c) Petroleum products such as oil, gasoline, and diesel fuel, as well as paint, chemical products, cleaning products or other pollutants should be cleaned at the point and time of spillage. This does not include oil film on driving surfaces resulting from normal vehicle operations.

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- (d) Vegetation in grass-lined swales and ponds should not be allowed to grow longer than 18-inches and should be mowed to about a two-inch height when mowed. Mowed vegetation removed from biofiltration facility should be disposed of as solid waste rather than composted.
- (e) Berm integrity is critical to the continued safe operation of the detention ponds. Berms shall be inspected for rodent holes, erosion and settlement. Berms should be inspected for animal activity, and if there is evidence of holes, the animals removed and the holes repaired. Erosion of side slopes to a depth of more than 2 inches or settlement of the berm crest more than 4 inches require repair.
- (f) The accumulation of sediment to a depth of greater than 9 inches in any portion of the detention pond indicates removal is required.

Section 9.3 Pond Water Control Structures (not less than once per year)

- (a) If the accumulation of trash, debris and sediment is within 1-1/2 feet of the elevation of the lowest orifice, all debris should be removed from the structure. All orifices, trashracks and intakes should be free of debris. Trashracks that are more than 20 percent obstructed should be cleaned.
- (b) Inspect the structure for water tightness of connections and rust damage. All components should be securely attached. Structure should be generally plumb and not showing signs of settlement. Loose connections, severe rust, or displacement more than 10% from vertical requires corrective action.
- (c) Cleanout gates should be operable by one person from the top of the control structure, and should seal tightly when closed. The gate should be repaired or replaced if it does not operate easily, is rusted over more than 50 percent of its surface, if it leaks or if the lifting rod is missing.
- (d) Orifice and weir assemblies should be complete and undamaged. If not, they should be repaired or replaced. Check that ladder rungs are secure.
- (e) If the accumulation of trash, debris and sediment and other fills the basin to less than 6 inches below foreign material the lowest pipe invert or is obstructing flows in any way, the basin should be cleaned. Any chemical substances or dead animal carcasses should be removed immediately.
- (f) Cracks in the concrete greater than 1/2 inch in or top grate thickness, and longer than 3 feet require repair. Broken or damaged grates which constitute a safety hazard should be replaced.

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Section 9.4 Pipes and Swales (not less than once per year)

- (a) Repair or replace any situation where more than 20 percent of the area of a pipe or depth of a swale or ditch is blocked. This would include accumulation of sediments, debris obstructions at pipe entrances, dents to pipes, and growth of excessive vegetation in the swale or at the pipe ends. During cleaning, care should be taken to prevent sediments from washing downstream.
- (b) Erosion of more than 2 inches of earth at intakes, outfalls, and in swales shall be repaired and protected by vegetation or riprap.
- (c) Riprap protection at outfalls shall be inspected, and if excessive settlement or displacement of rock occurs, additional rock shall be added.
- (d) Any access road, including access ramps into ponds shall be kept in a condition to allow maintenance equipment to enter unimpeded during wet weather. Debris, major potholes, tall vegetation, and muddy areas shall be eliminated as they occur.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 22nd day of December, 1995.

DECLARANT:

HILTON HIGHLANDS JOINT VENTURE, a Washington General Partnership

By: Alvin D. Zahn
Alvin D. Zahn, Partner

By: Esther Zahn
Esther Zahn, Partner

THE ECHELBERGER COMPANY, INC., a Washington Corporation, Partner

By: Patrick T. Echelberger
Patrick T. Echelberger, President

LOVELL-SAUERLAND & ASSOCIATES, INC., a Washington Corporation, Partner

By: Jurgen P. Sauerland
Jurgen P. Sauerland, President

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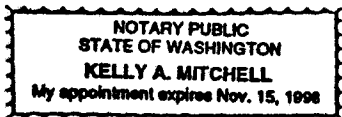
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STATE OF WASHINGTON)
)SS.
COUNTY OF SNOHOMISH)

This is to certify that on this 22nd day of December, 1995, before me personally appeared Patrick T. Echelbarger, to me known to be the President of The Echelbarger Company, Inc., a Washington Corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed for the uses and purposes therein mentioned, and on oath further stated that said corporation is a partner of Hilton Highlands Joint Venture, a Washington General Partnership, and that said corporation was authorized to execute the said instrument on behalf of said partnership, and that said instrument was the free and voluntary act and deed of said partnership, for the purposes therein mentioned.

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



Kelly A. Mitchell

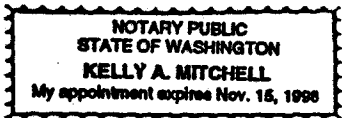
Kelly A. Mitchell

Notary Public in and for the State of
Washington, residing at Everett
My commission expires: Nov. 15, 1998

STATE OF WASHINGTON)
)SS.
COUNTY OF SNOHOMISH)

This is to certify that on this 22nd day of December, 1995, before me personally appeared Jurgen P. Sauerland, to me known to be the President of Lovell-Sauerland & Associates, Inc., a Washington Corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed for the uses and purposes therein mentioned, and on oath further stated that said corporation is a partner of Hilton Highlands Joint Venture, a Washington General Partnership, and that said corporation was authorized to execute the said instrument on behalf of said partnership, and that said instrument was the free and voluntary act and deed of said partnership, for the purposes therein mentioned.

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



Kelly A. Mitchell

Kelly A. Mitchell

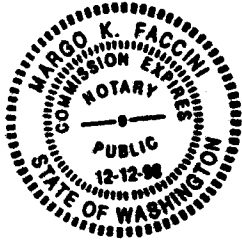
Notary Public in and for the State of
Washington, residing at Everett
My commission expires: Nov. 15, 1998

9602140344

STATE OF WASHINGTON)
)SS.
COUNTY OF SNOHQMISH)

This is to certify that on this 22ND day of December, 1995, before me personally appeared Alvin D. and Esther Zahnow, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed for the uses and purposes therein mentioned, and on oath further stated that said person(s) is a partner of Hilton Highlands Joint Venture, a Washington General Partnership, and that said person(s) was authorized to execute the said instrument on behalf of said partnership, and that said instrument was the free and voluntary act and deed of said partnership, for the purposes therein mentioned.

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



Margo K. Facchini

MARGO K. FACCHINI

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

My commission expires: 12 Dec 1998

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