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BOB DANTINI, Snohomish County Treasurer

By BOB DANTINI

FIRST AMENDMENT TO RESTATED DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLAT OF REMINGTON HEIGHTS

CHICAGO 5970674 13/31

Reference Nos.:	200503300234
Grantor:	L106-1 Remington Heights, LLC, a Washington limited liability company
Grantees:	Remington Heights Homeowners' Association, a Washington non-profit corporation; the Public
Legal Description:	Lots 1 through 87, Block 1, Lots 1 through 17, Block 2, Tracts 996 through 999, Remington Heights PRD recorded under AFN 200503305134 Full legal description on Exhibit A
Tax Parcel Nos.:	010269-000-996-00 through 010269-000-999-00, 010269-001-001-00 through 010269-001-087-00 and 010269-002-001-00 through 010269-002-017-00

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

THIS FIRST AMENDMENT TO THE RESTATED DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PLAT OF REMINGTON HEIGHTS is made on the date hereinafter set forth by L106-1 Remington Heights, LLC, a Washington limited liability company the "Declarant".

WITNESSETH

WHEREAS, Declarant owns certain real property located near the City of Monroe, Snohomish County, State of Washington, known as the Plat of L106-1 Remington Heights, f/k/a Ramar Estates, such plat being recorded in the office of the Snohomish County Auditor, and is desirous of further amending the Amended and Restated Declaration of Easements, Restrictions, Covenants and Conditions for the Plat of Remington Heights,

recorded at Snohomish County Auditor's Number 200503300234 in the manner hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, transferred, sold and conveyed subject to the following additional or amended easements, restrictions, covenants and conditions, hereinafter referred to as THE FIRST AMENDMENT TO THE RESTATED DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLAT OF REMINGTON HEIGHTS.

ARTICLE I
Definitions

Section 1.2. Definitions:

An additional definition is added to Section 1.2:

y. "Street Trees" shall mean the trees that are planted, located and maintained on the Lots and Tracts pursuant to the requirements of a local jurisdiction, or described by this Declaration. A pre-existing tree or a tree planted by the Declarant or a Participating Builder on a Lot at the time it is purchased by a Lot Owner is considered a Street Tree. Any tree located within twenty (20) feet of a public right of way (whether such right of way is located within or outside the Plat), shall be presumed to be a Street Tree subject to the restrictions contained herein, unless the Association, the Declarant or the local jurisdiction confirm otherwise in writing to the Lot Owner.

ARTICLE IV
Association Regulations and Assessments

The provisions of Section 4.18(a) only are hereby deleted, and the following language is substituted (Sections 4.18(b)-(g) remain unchanged by this amendment):

Section 4.18. On-Site Sewage Disposal System.

(a) Maintenance, Operation, Monitoring, Repair and Replacement. The maintenance, operation, monitoring, repair and replacement of the portion of the on-site sewage disposal system located within the Golf Course and Common Areas shall be the responsibility of the Association. The Association shall exercise its responsibilities by retaining a qualified and bonded septic manager (the "Septic Manager"). The initial Septic Manager is Aqua Test, Inc. (PO Box 1116 Black Diamond, WA 98010-1116 (425) 432-9360). The maintenance, operation, repair and replacement of the portion of the on-site sewage disposal system located within each Lot Owner's Lot shall be the responsibility of that Lot Owner, but the Lot Owner shall initially assign such duties to the Septic Manager,

supervised by the Association, unless the Association later determines, in its discretion, that the Lot Owners should assume such duties. Upon recordation of the final approved O&M Manual, as described in subparagraph 4.18(b)(ii) below, the Association shall, as an ongoing condition of the sewage system operating permit, maintain a service contract with the Septic Manager to provide service to the Association and the Lot Owners. The Board of Directors of the Association shall have the discretion to replace the initial Septic Manager and any subsequent Septic Manager, subject to the prior written approval of the Washington State Department of Health. In the event that Septic Manager fails to perform the work needed to maintain the portion of the system located on the Lot Owners' Lots, or is unable to do so, the Association may require each Lot Owner to obtain pumping and tank inspection services for the portions of the system located on the Lot Owners' Lots. If the Lot Owners are assigned responsibility for the portions of the system located on their Lots, the Lot Owners shall, on or before January 1st and July 1st of each year, submit to the Association copies of said Lot Owner's invoices and contracts showing the pumping and tank inspection/servicing activities during the preceding six (6) month period. The Association shall maintain such records in its principal office, and shall monitor compliance with pumping, inspection and servicing requirements (as advised by the Septic Manager). In the event that any Lot Owner fails to provide records demonstrating adequate pumping and tank inspection/servicing, the Association shall provide written notice to the Owner of non-compliance. In the event that said failure is not cured within twenty (20) days of said notice, then the Association shall proceed to pump, inspect and service pursuant to the provisions of Section 6.12 herein.

The following section is added, as an additional provision of Section 4.18:

(h) At such time that a municipal service provider is responsible for the on-site sewage disposal system, the municipal service provider may require the Owners and/or the Association to participate in the formation of a local improvement district (LID) to facilitate abandonment of the on-site sewage disposal system and installation of an urban sewer system. Such abandonment and switch to urban sewer would be based on a determination by the municipal service provider, with consultation with the applicable Department of Health and the State Department of Ecology, that the on-site system is failing, poses a significant health risk or is no longer in compliance with either the regulations imposed on said systems or the Growth Management Act. In such event, the Owners and/or the Association agree to participate in, and to waive any right to protest, the formation of the LID.

ARTICLE VI
Restrictions and Easements

The provisions of Section 6.1 are hereby deleted, and the following language is substituted:

Section 6.1. Occupancy and Use. No Lot, Residence, building or Structure thereon, or any part thereof shall be used or occupied for any purpose other than as a single family residence unless specifically authorized by zoning laws and regulations, this Declaration, the Association, and the Declarant during the Development Period. The conduct or carrying on of any manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever, upon any such Lot or any part thereof, or in any building or Structure thereon erected, shall constitute a breach of this restriction with the exception of the Golf Course and Residential Property, and the right of any Participating Builder and the Declarant to construct residences on any Lot, to store construction equipment and materials on said Lots in the normal course of said construction, and to use any single family residence as a sales office or model home for purposes of sale in the Subdivision. Notwithstanding anything in this Section to the contrary, the Owners are permitted to operate a business or trade approved by the Board in advance so long as such business or trade is operated in accordance with all Snohomish County Code and Washington State Department of Health requirements.

The following section is added as an additional restriction, applicable to the Lots except that Section 6.41 shall not apply to the Golf Course Property and the Residential Property:

Section 6.41. Restrictions Upon Rentals. This Section applies to the renting or leasing of Residences located on Lots, except the Golf Course Property and the Residential Property (collectively, "renting" or "rental"), including all tenancies of any duration, all tenancies with options to purchase, all tenancies with first rights of refusal, and all living arrangements in any way governed by the provisions of RCW 59.12 or RCW 59.18, and shall also apply to any sublease of a Residence and the assignment of any lease of a Residence. No Lot Owner may rent a Residence on a Lot without prior written approval of the Board ("Rental Approval"). No rental of a Residence on a Lot shall be valid or enforceable unless it complies with the provisions of this Section, and the written approval of the rental agreement by the Board is granted prior to occupancy of the Tenant. The Board may, by a duly adopted rule, require that a fee be collected by the Association from the Lot Owner as a condition of such approval. The Board may bar completely or restrict the total number of Residences rented within the Properties for such reasons as the Board deems appropriate, including but not limited to maintaining an owner-occupied residential environment.

6.41.1 Definitions. The following definitions shall apply to this Section:

(a) *"Related Party"* means a person who has been certified in a written document filed by a Lot Owner with the Association to be the (1) parent, (2) parent in law, (3) sibling, (4) sibling in law, (5) parent's sibling, (6) lineal descendant of the owner, (7) the lineal descendent of any of the foregoing persons, (8) the domestic partner of an owner, as "domestic partner" is defined by Seattle Municipal Code Section 4.30.020, or

or any amendment of successor to such statute, or if the statute is repealed, the definition last contained in the statute before its repeal, (9) the officer, director or employee of any Lot Owner which is a corporation, (10) member or employee of any Lot Owner that is a limited liability company, or (11) partner or employee of any Lot Owner that is a partnership.

(b) *"Rental Agreement"* shall mean an agreement or lease related to the renting or leasing of any Residence.

(c) *"Tenant"* means and includes a tenant, lessee, renter or Occupant of a Residence that is not occupied by its Owner. For the purposes of the declaration, the term Tenant shall not include a Related Party.

6.41.2 Rental Limitation. During the Development Period, no Residence may be rented by a Lot Owner without the written permission of the Declarant. After the Development Period, the Board may determine the number of Residences that may be rented at any one time, by adoption of a rule setting the number of Residences that may be rented. The Board may determine that no Residences may be rented. The restrictions contained in this section shall be known as the "Rental Limitation".

6.41.3 Procedure for Obtaining Approval for Renting Residence. Lot Owners interested in renting their Residence after the conclusion of the Development Period shall submit a written request for Rental Approval to the Board in such form as shall be reviewed and accepted by the Board. Once Rental Approval has been granted by the Board, the Lot Owner shall have ninety (90) days within which to rent the Residence. In the event the Residence is not rented within the 90-day period, Rental Approval shall automatically be revoked. Renting of a Residence within ninety (90) days of the granting of Rental Approval shall be deemed to occur if the Residence is occupied by a Tenant within the 90-day period, or if a written rental agreement is signed within the 90-day period and the term commences within 30 days of the signing of the rental agreement.

6.41.4 Waiting List. Request for Rental Approval shall be processed and approved in the order received by the Board. Once the number of rental Residences reaches the Rental Limitation, then a Lot Owner who submits a written request for Rental Approval shall go on a Waiting List. Each Lot Owner who has rented his/her Residence shall promptly give written notice to the Association of any rental agreement termination and the intent by the Lot Owner to no longer rent the Residence. The Lot Owner in the next available position on the Waiting List shall be notified and provided a reasonable opportunity to rent his/her Unit in accordance with the terms and conditions of this Article. If that Lot Owner fails to rent his/her Residence within such reasonable period of time as determined by the Board of Directors (or otherwise advises the Board of his/her waiver of a right to then seek to rent his/her Unit), then that Lot Owner's name shall be placed at the

bottom of the Waiting List, and the opportunity to rent shall then be offered to the next highest person on the Waiting List.

6.41.5 Approved Rental Residence. A Residence shall be an Approved Rental Residence if and only if the Lot Owner and the Tenant have strictly complied with the terms and conditions of this Section. A Residence shall remain an Approved Rental Residence in the event the Lot Owner extends or renews an existing rental agreement or rents the Residence to a new renter in strict accordance with this Article. However, in the event an Approved Rental Residence (1) is subsequently occupied by a Lot Owner or persons not bound by a written rental agreement in strict accordance with this Article for a period of thirty (30) days or more, or (2) is the subject of a transfer other than an exempt transfer (as defined below) made by the Lot Owner to a new Owner, the Residence shall be deemed to be an Owner Occupied Residence. Upon either occurrence, any previous Rental Approval shall be deemed revoked, and the Lot Owner shall thereafter be required to reapply to the Board for Rental Approval in accordance with this Article. For the purposes of this Article, exempt transfers are transfers that occur (1) as a result of a gift by the Lot Owner to a Related Party or (2) by a testamentary transfer from a Lot Owner to any person.

6.41.6 Hardship Exception. The Board of Directors shall have the right, in the exercise of reasonable discretion, to permit exceptions to the Rental Limitations in connection with hardship cases. In other words, where the Board of Directors determines that a hardship exists due to circumstances beyond the control of the Lot Owner, and that the Lot Owner would suffer serious harm by virtue of the Rental Limitations, and where the Board of Directors further determines that a variance from the Rental Limitations contained herein would not detrimentally affect the other Lot Owners or the quality of the single-family, owner-occupied neighborhood, then the Board of Directors may, in its discretion, grant a Lot Owner a waiver of the Rental Limitation for such a temporary period as to be determined by the Board of Directors. In addition, the Board of Directors shall have the authority, notwithstanding the Rental Limitation, to consent to the Rental of a Residence, title to which is acquired following a default in a mortgage or Deed of Trust.

6.41.7 Copies of Rental Agreement Provided to Association. In addition to the requirement that the Association approve the Rental Agreement prior to execution of the Rental Agreement under Section 6.41.3, copies of all Rental Agreements, and any amendments thereto, as executed by the Lot Owner and the Tenant, shall be delivered to the Association before the tenancy commences.

6.41.8 Delivery of Governing Documents to Tenants. Prior to signing any Rental Agreement, it shall be the responsibility of the Lot Owner to deliver to the Tenant a copy of all Governing Documents, i.e. this Declaration, the Bylaws, and the Rules and Regulations of the Association. If it is determined that the Lot Owner has failed to provide copies of such documents to the Tenant, the Association may furnish a copy of the documents to the Tenant and charge the Lot Owner an amount to be determined by the

Board, which copying charge shall be collectible as a special assessment against the Residence and its Lot Owner.

6.41.9 Violation of Governing Documents by Tenants. The Association shall have and may exercise the same rights of enforcement and remedies for breach of the Governing Documents against a Tenant, as it has against a Lot Owner, including all such rights and remedies as are otherwise provided in this Declaration or by applicable Washington law. In addition, if any Tenant or Occupant of a Residence violates or permits the violation by his/her guests and invitees of any provisions of this Declaration or of the Bylaws or of the Rules and Regulations of the Association, the Board may give notice to the Lot Owner to immediately cease such violations. If the violation is thereafter repeated, the Board shall have the authority, on behalf and at the expense of the Lot Owner, to terminate the tenancy and evict the Tenant (and all Occupants) if the Lot Owner fails to do so after Notice from the Board and an opportunity by the Lot Owner to be heard. The Board shall have no liability to a Lot Owner or Tenant for any eviction made in good faith. The Association shall have a lien against title to the Owner's Lot for any costs incurred by it in connection with such eviction, including reasonable attorneys' fees, which may be collected and foreclosed by the Association in the same manner as assessments are collected and foreclosed.

6.41.10 Rules and Regulations. The Board may adopt Rules and Regulations in furtherance of the administration of this Article, which Rules and Regulations shall be effective upon publication to the Association and its members.

6.41.11 Requirements of Rental Agreement. All leases and Rental Agreements shall be in writing. Any lease or Rental Agreement must provide that its tenants shall be subject in all respects to the provisions of this Declaration and the Bylaws and rules and regulations of the Association and that any failure by the tenant to comply with the terms of such documents shall be a default under the lease or rental agreement.

6.41.12 Rent to Association. If a Residence is rented by its Owner, the Board may collect, and the Tenant shall pay over to the Board, so much of the rent for such Residence as is required to pay any amounts due from the Owner or the Tenant to the Association hereunder, plus interest, costs, litigation expenses and attorney's fees if the same are in default over thirty (30) days. The Tenant shall not have the right to question payment to the Board, and such payment will discharge the Tenant's duty of payment to the Lot Owner for rent to the extent such rent is paid to the Association, but will not discharge the liability of the Lot Owner or purchaser of the Lot under this Declaration for Assessments and charges, or operate as approval of the Rental Agreement. The Board shall not exercise this power where a receiver has been appointed with respect to the Lot or its Owner, nor in derogation of any right which a Mortgagee of such Lot may have with respect to such rents.

6.41.13 Exclusions. The provisions of this Section 6.41 shall not apply to (a) any Lot unless and until it has been transferred from the Declarant to a Participating Builder, or (b) to any Lot upon which the Declarant, and/or its contractors, constructs a Residence. Provided, however, that any Rental Agreement entered into pursuant to an exclusion contained in this Paragraph shall count against the Rental Limitation.

The following section is added as an additional restriction, applicable to all the Lots:

Section 6.42: Street Trees. Street Trees are located on Lots and Tracts near the public right of ways that lie within and along the boundaries of the Plat. Street Trees that are located within Common Areas are owned by the Association.

6.42.1 Easement Granted. The Association and the Declarant are granted an easement to place, care for and maintain Street Trees on each Lot on the Properties (but not including the Golf Course and Residential Property), in locations adjacent to the public right of ways and sidewalks, whether such public right of ways are located along the front, side or back boundary of a Lot. The easement granted herein shall extend onto a Lot for a distance sufficient for a Street Tree (of a variety approved by the local jurisdiction or its successor) to be planted, maintained and pruned in manner consistent with good nursery practices. The Association and the Declarant are also granted such temporary easements that are needed to reach the location of any Street Tree, across any Lot or Tract at the Subdivision with the exception of the Golf Course Property and the Residential Property.

6.42.2 Responsibility for Planting and Maintenance of Street Trees. The Declarant shall, in its sole discretion (but consistent with the requirements of the local jurisdiction), plant the Street Trees in such locations on the Lots and Tracts (but excluding the Golf Course Property and its Residential Property) along the right of ways that the Declarant determines. The Lot Owners and the Association shall have primary responsibility for the maintenance and, if required, replacement of the Street Trees after they are planted. The division of responsibility between the Lot Owners and the Association for different aspects of maintenance and, if required, replacement of the Street Trees may be established by rules promulgated by the Association. The Lot Owners and the Association shall provide such maintenance and, if required, replacement to the Street Trees that is appropriate, based upon good nursery practices and requirements imposed by the Declarant or the local jurisdiction. The Lot Owners and the Association shall be prohibited from (1) voting to abandon or cease the maintenance of the Street Trees, or (2) removing or altering (other than appropriate pruning) the Street Trees without permission of the Declarant, until such date that the Declarant's performance and maintenance bonds related to the Street Trees are released and fully exonerated, without charge or reduction, or upon the bonds' forfeiture.

6.42.3 Remedies for Failure to Maintain Street Trees. In the event that any Lot Owner and the Association fail to maintain or, if required, replace the Street Trees, the Declarant may elect to maintain the Street Trees and may charge the Association and the Lots Owners, as a special assessment under Article Four, the cost of such maintenance. The special assessment arising under this section shall be a lien on the Project in favor of the Declarant, which the Declarant may enforce (in place of the Association) in the manner described in Article Nine. In the alternative, the Declarant may elect to charge any sums deducted from the Declarant's performance bond as a special assessment against the Association and the Lot Owners, impose the special assessment as a lien on the properties in favor of the Declarant, and enforce such special assessment (in place of the Association) in the manner described in Article Four. This Section of the Declaration may not be amended without the permission of the Declarant, until the Declarant's performance and maintenance bonds related to the Street Trees are released and fully exonerated, without charge or reduction, or such bonds are forfeited.

6.42.4 Remedies Upon Removal or Alteration of Street Trees. In the event that a Lot Owner removes or alters inappropriately a Street Tree without written permission of the Declarant (until the Declarant's performance and maintenance bonds are released or forfeited, and then the Association), the removal shall be a violation of this Declaration and of RCW 64.12.030. The Declarant, (until the Declarant's performance and maintenance bonds are released in full without claim, and then the Association), may bring an action to restrain the removal of any Street Tree, or for damages arising from such removal, including such additional, treble damages and attorney's fees that are available under this Declaration or state law.

6.42.5 Termination or Alteration of Restrictions on Removal of Street Trees. The Declarant's rights and duties described herein shall cease and automatically terminate upon (a) release in full, without claims, of the Declarant's performance and maintenance bonds, (b) recovery of compensation by the Declarant for all sums deducted from the bond, or (c) a date six years from the date of any bond forfeiture, whichever event occurs first. After the Declarant's performance and maintenance bonds are released or forfeited, and the Declarant has received the full exoneration of its bond without claims, or compensation for any payments made from the bond, the Association may apply to the local jurisdiction or its successor for approval to terminate or alter the restrictions imposed upon the removal or alteration of Street Trees described in this Section. Such application may be made if a majority of the Lot Owners approve of the Association's application to the local jurisdiction or its successor for termination or alteration of the Street Tree restrictions. Upon written notification by the local jurisdiction or its successor of the termination or alteration of the restrictions upon Street Trees contained herein, the Association shall record a copy of the written notice in the Recorders Office of Snohomish County. Upon recordation of such notice, the provisions of this Section related to Street Trees shall terminate or be amended in the manner described in the notice.

ARTICLE VIII
General Provisions

The provisions of Section 8.2 are hereby deleted, and the following language is substituted:

Section 8.2. Breach of Covenants. In the event of the violation or breach or attempted violation or breach of any of these covenants, restrictions, limitations, conditions, duly adopted rules and regulations or agreements by any person or concern claiming by, through or under the Owner, or by virtue of any arbitration or judicial proceedings, Declarant, the Owner of any Lot or the Association, or any of them, jointly or severally, shall have the right to institute, defend or intervene in arbitration, litigation or administrative proceedings to compel compliance with the terms hereof or to prevent such violation or breach. The Association may be involved in its own name on behalf of itself or two or more Owners on matters affecting the Association, but not on behalf of Owners involved in disputes that are not the responsibility of the Association. In the event of such enforcement the prevailing party shall be entitled to, in addition to other relief, recovery of its attorney fees and costs.

In addition to the foregoing, Declarant, or its nominee, or the Association shall have the right whenever there is a violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the Owner, who, on demand and after notice and opportunity to be heard by the Board of Directors or its representative, shall reimburse the cost thereof including attorney fees and costs incurred. Such entry and abatement or removal shall not be deemed a trespass. Except in the event of an emergency, three (3) days' written notice must be given to the non-complying party before summary abatement or removal may occur.

The following section is added, as an additional provision of Article VIII:

Section 8.8. Arbitration and Mediation of Disputes. The parties to this Declaration agree to cooperate in good faith and to deal fairly in performing their duties under this Declaration in order to accomplish their mutual objectives and avoid disputes. But if a dispute arises, the parties agree to resolve all disputes by the following alternate dispute resolution process: (1) the parties will seek a fair and prompt negotiated resolution, but if this is not successful, (2) all disputes (except those disputes specifically exempted herein) shall be resolved by binding arbitration; provided that, during this process, (3) at the request of either party made not later than forty-five (45) days after the initial arbitration demand, the parties will attempt to resolve any dispute by nonbinding mediation (but without delaying the arbitration hearing date). The parties confirm that by agreeing to this alternate dispute resolution process, they intend to give up their right to have any dispute decided in court by a judge or jury.

8.8.1 Claims Subject to Arbitration. Any claim, except a claim involving an action for judicial or nonjudicial foreclosure of the Association's lien for assessments between or among any party subject to this Declaration (including without limitation, the Association, Board or officers, Owners, or their employees or agents) arising out of or relating to this Declaration, a Lot, the Common Areas or the Association, shall be determined by arbitration in the county in which the Properties are located commenced in accordance with RCW 7.04.060; provided, that the total award by a single arbitrator (as opposed to a majority of the arbitrators) shall not exceed Fifty Thousand Dollars ($50,000.00), including interest, attorneys, fees and costs. If any party demands a total award greater than $50,000.00, there shall be three (3) neutral arbitrators. If the parties cannot agree on the identity of the arbitrators within ten (10) days of the arbitration demand, the arbitrators shall be selected by the administrator of the American Arbitration Association (AAA) office in Seattle from its Large, Complex Case Panel (or have similar professional credentials). Each arbitrator shall be an attorney with at least fifteen (15) years experience in commercial or real estate law and shall reside in the county in which the Properties are located. Whether a claim is covered by the Article shall be determined by the arbitrators. All statues of limitations which would otherwise be applicable shall apply to any arbitration proceeding hereunder.

8.8.2 Procedure. The arbitrators shall take such steps as may be necessary to hold a private hearing within ninety (90) days of the initial demand for arbitration and to conclude the hearing within three (3) days; and the arbitrators' written decision shall be made not later than fourteen (14) calendar days after the hearing. The parties have included these time limits in order to expedite the proceeding, but they are not jurisdictional, and the arbitrators may for good cause afford or permit reasonable extensions or delays, which shall not affect the validity of the award. The written decision shall contain a brief statement of the claim(s) determined and the award made on each claim. In making the decision and award, the arbitrators shall apply applicable substantive law. Absent fraud, collusion or willful misconduct by an arbitrator, the award and decision shall be final, and the judgment may be entered in any court having jurisdiction thereof. The arbitrators may award injunctive relief or any other remedy available from a judge, including without limitation joinder of parties or consolidation of this arbitration with any other involving common issues of law or fact or which may promote judicial economy; but shall not have the power to award punitive or exemplary damages. The decision and award of the arbitrators need not be unanimous; rather, the decision and award of two (2) arbitrators shall be final.

IN WITNESS WHEREOF, the undersigned Declarant has set its hand and seal the 18th day of May, 2005.

DECLARANT:

L106-1 REMINGTON HEIGHTS, LLC
By: Barclays North, Inc., Member

By: _____
Tony Kastens, its President

STATE OF WASHINGTON)
)ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that **Tony Kastens** is the person who appeared before me, and that person acknowledged signing this instrument, on oath stated their authority to execute the instrument and acknowledged it as the **President** of **Barclays North, Inc.**, the sole member of **L106-1 Remington Heights, LLC** on behalf of whom instrument was executed to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED and SWORN to before me this 18th day of May, 2005.

DEJA R. GRAHAM
STATE OF WASHINGTON
NOTARY -- • -- PUBLIC
My Commission Expires 6-1-2008

_____
(printed name): Deja R. Graham
NOTARY PUBLIC in and for the State of Washington, residing at Everett
My Commission expires: 6/1/08

EXHIBIT A
LEGAL DESCRIPTION

LOTS 1 THROUGH 87, BLOCK 1, INCLUSIVE, LOTS 1 THROUGH 17, BLOCK 2, INCLUSIVE, AND TRACTS 996 THROUGH 999, INCLUSIVE, REMINGTON HEIGHTS, A PLANNED RESIDENTIAL DEVELOPMENT, ACCORDING TO THE PLAT THEREOF RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NUMBER 200503305134, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

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12/12/2005 4 28pm $67 00
SNOHOMISH COUNTY, WASHINGTON

NO EXCISE TAX REQUIRED

DEC 12 2005

BOB DANTINI, Snohomish County Treasurer

By BOB DANTINI

After recording return to
Amelia Adair
The Quadrant Corporation
14725 SE 36th Street
Bellevue, Washington 98006

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

CHICAGO 5970834 4/36-

DOCUMENT TITLE	**SECOND AMENDMENT TO RESTATED DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLAT OF REMINGTON HEIGHTS**
REFERENCE NUMBERS	200503300234 and 200505240973
GRANTOR	L106-1 Remington Heights, LLC, a Washington limited liability company, The Quadrant Corporation, a Washington corporation
GRANTEE	Remington Heights Homeowner's Association, a Washington non-profit company, the Public
LEGAL DESCRIPTION	Lots 1 through 87, Block 1, Lots 1 through 17, Block 2, Tracts 996 through 999, Remington Heights PRD recorded under AFN 200503305134
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NO	010269-000-996-00 through 010269-000-999-00, 010269-001-001-00 through 010269-001-087-00 and 010269-002-001-00 through 010269-002-017-00

SECOND AMENDMENT TO RESTATED DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLAT OF REMINGTON HEIGHTS

THIS SECOND AMENDMENT TO RESTATED DECLARATION OF EASEMENTS COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLAT OF REMINGTON HEIGHTS ("Amendment"), dated as of November 23, 2005, is made by L106-1 Remington Heights, a Washington limited liability company ("Original Declarant"), and The Quadrant Corporation, a Washington corporation ("Current Declarant") (together, "Declarant")

Declarant owns certain real property located near the City of Monroe, Snohomish County, State of Washington, known as the Plat of L106-1 Remington Heights, fka Ramar Estates, such plat being recorded in the office of the Snohomish County Auditor, and is desirous of further amending the Restated Declaration of Easements, Restrictions, Covenants and Conditions for the Plat of Remington

Heights, recorded at Snohomish County Auditor's Number 200503300234, as amended by a First Amendment to Restated Declaration of Easements, Covenants, Conditions and Restrictions for Plat of Remington Heights recorded in Snohomish County under Recording No 200505240973 (collectively, "Declaration")

Declarant hereby amends the following sections of the Declaration to address the operation and maintenance of the on-site sewage disposal system which serves the Lots and common areas to the Property

ARTICLE I
Definitions

Section 1 2 Definitions

The definition in Section 1 2(f) is hereby deleted, and the following language is substituted

f "District" shall mean the public or private entity serving as the Management Entity under the Septic Agreement

The definition in Section 1 2(u) is hereby deleted, and the following language is substituted

u "Septic Agreement" shall mean the then existing contract or agreement by and among the Association and/or Declarant and a public or private entity pursuant to which such public or private entity is granted the right and assumes the responsibility of being the Management Entity (as currently defined in WAC 246-272B-08001), with respect to the operation and management of the on-site sewage disposal system, that serves the Lots and common areas to the Property, as required by WAC 246-272B, or any subsequent laws or regulations

ARTICLE IV
Association Regulations and Assessments

Section 4 5 Association Regulations and Assessments

The third sentence in Section 4 5(b) is hereby deleted and the following language is substituted

b This covenant shall be specifically enforceable by the original Declarant, the Washington State Department of Health, the District, any Owner and/or any Participating Builder

ARTICLE VIII
General Provisions

Section 8 6 General Provisions

The last sentence of Section 8 6 is hereby deleted, and the following language is substituted

8 6 Notwithstanding the foregoing, (1) no amendments to any provision that would adversely affect the Golf Course or the rights of the Golf Course Owner and/or the Residential Property Owner hereunder may be approved without the prior written consent of the Golf Course Owner and/or Residential Property Owner, as the case may be, (2) no amendments to the original Declarant's rights under Section 4 5(b) may be approved without the prior written consent of the original Declarant, and (3) no amendments to the District's rights under Section 4 5(b) or 4 18(d) may be approved without the prior written consent of the District

IN WITNESS WHEREOF, the undersigned have set their hands effective as of the date set forth above

ORIGINAL DECLARANT:

L106-1 REMINGTON HEIGHTS, LLC, a
Washington limited liability company
By Barclays North, Inc , Member

By _____
Patrick L McCourt, its CEO

CURRENT DECLARANT:

THE QUADRANT CORPORATION, a
Washington corporation

By _____
Name MARK S. GRAY
Title PRESIDENT SR. VICE PRESIDENT

STATE OF WASHINGTON)
)ss
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Patrick L McCourt is the person who appeared before me, and that person acknowledged signing this instrument, on oath stated their authority to execute the instrument and acknowledged it as the CEO of Barclays North, Inc , the sole member of L106-1 Remington Heights, LLC on behalf of whom instrument was executed to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

SUBSCRIBED and SWORN to before me this 22nd day of November, 2005

ELIZABETH L. BYSTEDT
STATE OF WASHINGTON
NOTARY PUBLIC
My Commission Expires 3-31-2009

Elizabeth L Bystedt
(printed name) Elizabeth L Bystedt
NOTARY PUBLIC in and for the State of Washington, residing at Monroe, WA
My Commission expires 3-31-2009

STATE OF WASHINGTON)
)ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that MARK S. GRAY is the person who appeared before me, and that person acknowledged signing this instrument, on oath stated their authority to execute the instrument and acknowledged it as the SR. VICE PRESIDENT The Quadrant Corporation, to be the free and voluntary act of said corporation, for the uses and purposes mentioned in the instrument

SUBSCRIBED and SWORN to before me this 30th day of NOVEMBER, 2005

GAIL M. ACHESON
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
SEPTEMBER 15, 2007

Gail M Acheson
(printed name) GAIL M ACHESON
NOTARY PUBLIC in and for the State of Washington, residing at Kirkland
My Commission expires 9/15/07

Return recorded document to:
L106-1 Remington Heights, LLC
Attn: David J. Sprinkle
10515 – 20th Street SE, Suite 100
Everett, Washington 98205

CONFORMED COPY
200503300234 77 PGS
03-30-2005 10:13am $114.00
SNOHOMISH COUNTY, WASHINGTON

AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLAT OF REMINGTON HEIGHTS

Reference Nos.:	9604180502 9607290251 200305220931
Grantor:	L106-1 Remington Heights, LLC, a Washington limited liability company
Grantees:	Remington Heights Homeowners' Association, a Washington non-profit corporation
Legal Description:	Ptn. Govt. Lot 1 of Section 5, Twp. 27 N, Range 7 E.W.M. Snohomish County Full legal description on Exhibit A
Tax Parcel Nos.:	27070500100200; 27070500100201 and 27070500102100

THIS DECLARATION is made on the date hereinafter set forth by L106-1 Remington Heights, LLC, a Washington limited liability company, hereinafter designated and referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant owns certain real property located near the City of Monroe, Snohomish County, State of Washington, known as the Plat of L106-1 Remington Heights, f/k/a Ramar Estates, such plat being recorded in the office of the Snohomish County Auditor, and is desirous of subjecting the real property described in said plat to the

easements, restrictions, covenants and conditions 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 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 consisting of a single-family residential subdivision (the "Subdivision"), a golf course and clubhouse/restaurant (the "Golf Course" or "Tract 999"), and property containing a house (the "Residential Property" or "Tract 996"). The Subdivision, the Residential Property and the Golf Course are legally described on Exhibit "A" attached hereto and incorporated herein by this reference. The Subdivision, the Residential Property and the Golf Course are collectively referred to herein as the "Project".

WHEREAS, the prior owner of the Project recorded a Declaration of Covenants, Conditions, Restrictions and Reservations for Ramar Estates under Snohomish County Auditor's File No. 9604180502, which Declaration was amended by Addendum recorded under Snohomish County Auditor's File No. 9607290251 and by Second Amendment to Declaration recorded under Snohomish County Auditor's File No. 200305220931 (collectively, the "Original Declaration").

WHEREAS, Declarant desires to amend and restate the Original Declaration upon the recordation of this Declaration. Declarant intends by this Declaration to amend, modify, change, supersede and restate the Original Declaration as of the date of recordation of this Declaration, and as of such date the Original Declaration will have no further force or effect.

WHEREAS, Declarant further desires: 1) to provide for the private ownership of the Residential Property and the Golf Course while still maintaining the Subdivision's permanent access to the Golf Course without the attendant responsibility for operating the Golf Course; 2) to provide access and use of the Golf Course to the community in general; and 3) to provide adequate measures to guarantee that the on-site sewage disposal system as described herein will be maintained in compliance with relevant statutory and regulatory requirements and the O&M Manual as described in Section 4.18(a) herein.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, transferred, sold and conveyed subject to the following easements, restrictions, covenants and conditions hereinafter referred to as the DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLAT OF REMINGTON HEIGHTS.

ARTICLE I
Interpretation; Definitions

Section 1.1. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation, maintenance, construction, appearance and harmony of the Project, and providing the Declarant (during the Development Period) and thereafter the Association control and flexibility in managing and controlling activities within the Plat. Any rules of strict construction or constructing any ambiguities in this Declaration or other documents utilized to implement the Development Plan against the Declarant or the Association after the Development Period are not applicable.

Section 1.2. Definitions:

a. "Access Agreement" shall mean that certain Access and Maintenance Agreement benefiting the Association and recorded under Snohomish County Auditor's File No. _____ (the "Access Agreement")

b. "Association" shall mean and refer to REMINGTON HEIGHTS HOMEOWNERS' ASSOCIATION, a Washington nonprofit corporation, its successors and assigns.

c. "Common Area" shall mean all real property owned, used and/or maintained in common by the Lots, including property designated as Common Area, Common Open Space/Recreation Area, or Private Driveway on the final plat, and all easements in which the Association is the party benefited by the easement, is obligated to maintain improvements constructed in the easement, or holds a right to otherwise use such easement. *Provided, however,* that the Owners' and Association's Common Area rights are limited as follows: (i) Tract 999 is a separately owned and maintained Open Space Tract on which the Owners have certain easement rights only, as described in this Declaration; (ii) Tract 996 (the Residential Property) is a separately owned and maintained Tract on which the Owners have no rights; and (iii) Tract 995 (the Private Driveway) is to be conveyed to the adjacent property owner after recordation of the final plat and the Owners shall have no rights on such Tract following such conveyance. The Golf Course is to be maintained by the Golf Course Owner. The Residential Property is to be maintained by the Residential Property Owner. Tract 995 shall be maintained by the Declarant until conveyance to the adjacent property owner, and thereafter by such owner. The Common Area includes ownership and maintenance obligations for Tracts 997 and 998 and any other obligations of the Association as set forth in the Declaration. All of these Tracts are subject to an emergency maintenance easement in favor of Snohomish County. Also included in the definition of "Common Area" for purposes of maintenance obligations is the maintenance and payment for repair and/or operation expenses for the plat entry private lighting system, entry monuments, NGPA buffers, (if any), mailbox shelters, and

maintaining all landscaping and fencing in the public right of ways in the interior portions and frontage of the Subdivision (with the exclusion of those frontage areas that are delegated to the Golf Course Owner pursuant to the terms of the Encroachment Agreement) or within any private easement upon a lot tract or adjoining property which may be granted to the Association on the face of the recorded final plat or in the future via a recorded easement document.

d. "Development Period" shall mean and refer to that period of time beginning on the date of this Declaration and ending at the earlier of (i) 10 years from the date hereof, or (ii) written notice from the Declarant and the Participating Builders to the Association in which the Declarant elects to terminate the Development Period or (iii) the date that none of the Lots is owned by the Declarant or the Participating Builders.

e. "Development Plan" shall mean the Declarant's intended use and development of Project and future divisions which may be made a part of this Subdivision through annexation, provided, however, that the Development Plan includes and is subject to any and all regulations imposed by the State, federal and local law or otherwise set forth in the final plat map, or conditions imposed as a part of the approval of the Subdivision.

f. "District" shall mean Holmes Harbor Water District, and any entity that succeeds to the interest of Holmes Harbor Water District with respect to the Septic Agreement.

g. "Encroachment Agreement" shall mean that certain Easement, Encroachment and Maintenance Agreement recorded under Snohomish County Auditor's File No. _____ (the "Encroachment Agreement").

h. "Fairway Lot(s)" shall mean Lots 1-5, 12, 13, 20, 21, 28-30, 35-37, 42-44, 47-49 and 71-84, inclusive.

i. "Golf Course" shall mean Tract 999 on the final plat, which is commonly known as the Monroe Golf Course, which is currently a public golf course, and all real property appurtenant thereto. The Golf Course has an easement over Tract 998 as more specifically set forth in the Encroachment Agreement described in Section 2.1 of this Declaration.

j. "Golf Course Owner" shall mean the owner of the Golf Course, which is currently the Declarant, and its successors and assigns.

k. "Governing Documents" shall mean and refer to this Declaration, any Amendments or Supplementary Declarations, the recorded Plat as recorded for Remington Heights in Snohomish County, the Articles of Incorporation and Bylaws of the Association, rules and regulations of the Association, if any, and rules and procedures of

the Architectural Control Committee as any of the foregoing may be amended from time to time.

l. "Lot" shall mean and refer to all parcels of land shown upon the recorded final plat map(s) of the Subdivision, with the exception of (1) Common Areas and (2) any land conveyed or dedicated to Snohomish County. For the purposes of this Declaration, the Golf Course shall be considered to constitute four (4) "Lots" and the Residential Property shall be considered to constitute one (1) "Lot".

m. "Native Growth Protective Area/Drainage Easement or Environmental Sensitive Area" (hereinafter "NGPA") shall mean the real property designated a Native Growth Protection Area/Drainage Easement or Environmental Sensitive Area on the face of the final plat. All Native Growth Protection and Environmental Sensitive Areas shall be left in a substantially natural state. No clearing, grading, filling, building construction or placement, fence construction of any kind shall occur within these areas; provided that the installation and maintenance of storm drainage facilities if necessary in such location and if expressly approved by Snohomish County or other governmental authority may be placed in such areas and 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. Removal of vegetation by the property owner shall be limited to that which is hazardous. No adjustment to the boundary of any such area shall occur unless first approved through the formal replat process.

n. "Occupant" means a person who is not an Owner, but is actually occupying the dwelling unit on a Lot as such person's residence.

o. "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 final plat, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

p. "Participating Builder" shall mean and refer to a person or entity that acquires all or a portion of the Lots from Declarant for the purpose of building a home or homes for resale to any person for use as a single family residence.

q. "Private Driveway" shall mean Tract 995 on the final plat. Said Tract is to be conveyed to the adjacent property owner after recordation of the final plat.

r. "Residence" shall mean and be limited to only the single-family dwelling occupying a given Lot.

s. "Residential Property" shall mean Tract 996 on the final plat, which is currently a single family residence, and all real property appurtenant thereto.

t. "Residential Property Owner" shall mean the owner of the Residential Property, which is currently the Declarant, and its successors and assigns.

u. "Septic Agreement" shall mean the Agreement Regarding On-Site Sewage Disposal System by and between the District and Mona Lisa Estates Partners dated March 7, 1996, and recorded under Snohomish County Auditor's File No. 9603190137, as amended by instrument recorded under Snohomish County Auditor's File No. 9604180503. The Septic Agreement has been assigned to and assumed by the Association by separate instrument contained in the books and records of the Association.

v. "Septic Maintenance Agreement" shall mean the Large On Site Sewage System Management by and between the State of Washington Department of Health and Mona Lisa Estates Partners dated August 12, 1996, and recorded under Snohomish County Auditor's File No. 9609050005. The Septic Agreement has been assigned to and assumed by the Association by separate instrument contained in the books and records of the Association.

w. "Structure" shall mean any Residence, garage, or other building; wall, rockery, fence, deck, arbor, trellis or mailbox standard; driveway, walkway, patio or sport court; swimming pool, hot tub, basketball standard/backboard or recreational/playground apparatus; antenna or satellite dish; or the like.

x. "Subdivision" shall mean and refer to that portion of the real property hereinabove described that consists of single-family Lots.

ARTICLE II
Property Rights

Section 2.1. Owners' Right of Enjoyment. The Common Area is hereby granted and conveyed to the Association. *Provided, however,* that Tract 998 is subject to the Encroachment Agreement. Every Owner shall have a right and easement of enjoyment, subject to the restrictions set forth herein (including, without limitation, the restrictions on use of the Golf Course as described in Section 2.5 herein), in the final Plat or applicable laws, in and to the Common Area by virtue of membership in the Association. Any interest of an Owner in and/or to the Common Area 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 reasonable assessments of fees for use, maintenance, preservation, insurance and other costs related to the Common Area.

(b) the right of the Declarant to make use of or occupation of, or utilize for purposes of ingress, egress, utilities and other similar purposes, in the Common Area for the duration of the Development Period.

(c) the right of the Association to adopt reasonable rules for the use of the Common Area, and to restrict an Owner's right to make use of the Common Area for non-payment of assessments authorized herein.

(d) the right of the Declarant, during the Development Period, to grant or convey perpetual easements in, over or upon all or any part of the Common Area.

Section 2.2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Association, his or her right of enjoyment to the Common Area and facilities to the members of his or her family, his or her tenants, or contract purchasers who reside on the property. The easement in favor of the Owners for the Common Area shall be appurtenant to and shall not be separated from the ownership of each Lot and shall not be assigned or conveyed in any way except upon the transfer of title to such Lot and then only to the transferee of such title. The easement shall be deemed so transferred and conveyed whether or not it shall be so expressed in the deed or other instrument conveying title.

Section 2.3. Further Subdivision. No further subdivision of any Lot without resubmitting for formal plat procedure is allowed. The sale or lease of less than a whole Lot in the Subdivision is expressly prohibited except in compliance with Title 19 of the Snohomish County Code.

Section 2.4. Maintenance of Common Areas. The Association shall maintain the Common Area consistent with Snohomish County Code. The use of the Common Area shall be restricted to those uses specified in the final plat. The Common Area shall be maintained and used in compliance with all Snohomish County regulations and conditions specified in the final plat. The Golf Course Owner shall be responsible for the maintenance of Tract 999, subject to the rights of the Association to maintain the on-site sewage disposal system pursuant to the terms of the Access Agreement, which rights shall be a Common Area expense. The maintenance of Tract 998 and the frontage areas along Old Owen Road are more particularly described in the Encroachment Agreement, subject to reimbursement of costs as described in the Encroachment Agreement, and are a Common Area expense. The Residential Property Owner initially shall be responsible for the maintenance of Tract 996, which is not a Common Area but which may contain Common Areas if later subdivided, or dedicated to the Association at the sole discretion of the Declarant and Owner of Tract 996.

Section 2.5. Owners' Rights to Use Golf Course. The Golf Course is a component of that Planned Residential Development and Plat formerly known as Ramar Estates. That area comprising the Golf Course is dedicated on the final plat as open space. Pursuant to this designation, that area comprising the Golf Course may only be used as a golf course or such other purpose as allowed by Snohomish County. Access to the golf course can be open to the public and/or limited to private members. Notwithstanding this provision, the Owners of Lots and their immediate families shall have access to the Golf Course during regular business hours, but such access shall be conditioned upon the payment of a reasonable and fair fee and rules and regulations to be established by the Golf Course Owner, in its reasonable discretion. Nothing in this Declaration is intended or shall be construed as prohibiting or preventing the Golf Course Owner from maintaining a for-profit golf course open to the public so long as the Owners' access to the golf course as described in the preceding sentence is not abridged. The Owners' privileges of use and enjoyment of the Golf Course shall be permanent unless the subdivision status of the Subdivision is abandoned or unless the Golf Course Owner files a proper land use application and legally changes the use by following the law in existence at the time of filing the application for the proposed change in land use.

ARTICLE III
Membership and Voting Rights

Section 3.1. Description and Nature of Association. Declarant shall form the Association prior to or contemporaneous with the recording of this Declaration. The Association shall be a nonprofit corporation organized and existing under the Laws of the State of Washington charged with the duties and vested with the powers prescribed by law and set forth in the Governing Documents, as they may be amended from time to time; provided, however, that no Governing Documents other than this Declaration shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

Section 3.2. Development Period. During the Development Period, the Association and the ACC, together with all Common Areas and all services administered by the Association for its Members shall, for all purposes, be under the management and administration of the Declarant or its assignees. During the Development Period, the Declarant shall appoint the directors of the Association provided in the Bylaws, and may appoint any persons the Declarant chooses as directors. At the Declarant's sole discretion, the Declarant may appoint members of the Association to such committees or positions in the Association as the Declarant deems appropriate, to serve at the Declarant's discretion and may assign such responsibilities, privileges and duties to the members as the Declarant determines, for such time as the Declarant determines. Members appointed by the Declarant during the Development Period may be dismissed at the Declarant's discretion.

Section 3.3. Purpose of Development Period. The Declarant's control of the Association during the Development Period is established in order to ensure that the Properties and the Association will be adequately administered in the initial phases of development, to ensure an orderly transition of Association operations.

Section 3.4. Authority of Association After Development Period. At the expiration of Declarant's management authority the Association shall have the authority and obligation to manage and administer the Common Areas and to enforce this Declaration. Such authority shall include all authority provided for in the Association's Governing Documents, together with other duties that may be assigned to the Association in any easement or the Plat. The Association shall also have the authority and obligation to manage and administer the activities of the ACC in its responsibilities.

Section 3.5. Delegation of Authority. The Board of Directors or the Declarant may delegate any of its managerial duties, powers, or functions to any person, firm, or corporation. The Board and the Declarant shall not be liable for any breach of duty, negligence, omission, intentional act or improper exercise by a person who is delegated any duty, power or function by the Board of Directors or the Declarant.

Section 3.6. Membership. Every person or entity who is an Owner of any Lot agrees to be a Member of the Association by acceptance of a deed for, or recordation of any other instrument signifying ownership of, such Lot. Membership may not be separated from ownership of any Lot. All Members shall have rights and duties as specified in this Declaration, and in the Articles and Bylaws of the Association.

Section 3.7. Voting Rights. Members shall be entitled to one vote for each Lot owned. No more than one vote shall be cast with respect to any Lot. Following the termination of the Development Period, each Member shall have one (1) vote on all matters submitted to the membership of the Association for each Lot owned by him or her within the Project, other than the Declarant, who shall have four (4) votes for each Lot owned. The Golf Course Property shall constitute four (4) Lots. The voting rights of any Member may be suspended as provided in the Declaration, or the Articles or Bylaws of the Association. Members' votes may be solicited and tabulated by means other than personal attendance at meetings, such as mail, electronic mail, or facsimile.

Section 3.8. Dissolution of the Association. The Articles of Incorporation of the Association shall provide for its perpetual existence, but in the event the Association is at any time dissolved, whether inadvertently or deliberately, then each Lot shall immediately succeed to an equal and undivided ownership interest in the Common Areas, as well as the responsibility for their maintenance; provided that Owners of the Lots may provide for a successor corporation, partnership, association or entity to perform such maintenance obligations and allow for the collection of dues to pay the cost of the maintenance. In that event, all of the assets, rights, powers and obligations of the Association existing

immediately prior to its dissolution, except the ownership interest in the Common Areas, shall thereupon automatically vest in the successor entity and such vesting shall thereafter be confirmed and evidenced by appropriate conveyances and assignments by the Association pursuant to and in accordance with the Washington State Nonprofit Corporation Act, RCW Chapter 24.03 et seq. To the greatest extent possible, any successor entity shall be governed by the Articles of Incorporation and Bylaws of the Association as if they had been made to constitute the governing documents of the entity.

ARTICLE IV
Association Regulations and Assessments

Section 4.1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each improved Lot owned within the Subdivision, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association:

(a) annually, semi-annually, quarterly or monthly assessments or charges;

(b) special assessments to be established and collected as hereinafter provided; and

(c) septic system connection charges as described herein.

Notwithstanding the foregoing, however, Lots owned by the Declarant or a Participating Builder shall not be subject to assessment unless the home built on the Lot is actually occupied by residents living in the home built on the Lot. Assessments shall be adopted in accordance with the Bylaws of the Association and this Declaration. The assessments, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon and shall attach to the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees incurred in collecting the same, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due, irrespective of the ownership of the Lot at the date of collection

Section 4.2. Purpose of Assessment. The assessment levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents in the Subdivision, including but not limited to the improvement, construction, repair, maintenance, insurance and other expenses related to or arising from Common Area or improvements thereon (e.g., taxes, utility charges, gardening, landscaping, storm water retention facilities, septic system and associated conveyance systems, and NGPA preservation); any other responsibilities or obligations of the Association such as right of

way landscaping, NGPA signage, and insurance; or other items or obligations deemed necessary and proper by the Association to keep the Subdivision in a good, clean, attractive and safe condition in compliance with all applicable codes, laws, rules and regulations.

Assessments may also be levied to pay for any professional services or consultation incurred by the Association in carrying out its duties, including but not limited to biologists, management companies, septic managers, certified public accountants and legal counsel.

Section 4.3. Minimum and Maximum Assessments. Until the 1st day of the calendar year following the first sale of a home to an Owner who occupies the home as a residence, the annual assessment shall be at least nine hundred and no/100 dollars ($900.00) per year. The assessments shall be established, reviewed and/or adjusted by the Board of Directors, subject to member ratification, as provided in the Bylaws of the Association

Section 4.4. Special Assessments. In addition to the assessments authorized above, the Association may, in accordance with and to the provisions of the Bylaws of the Association and any applicable laws, levy special assessments through the use of a special budget as authorized by the Bylaws of the Association. The special assessments may be used to cover unanticipated financial shortfalls, and/or for the purpose of defraying, in whole or in part, extraordinary expenses such as the cost of any construction, reconstruction, repair or replacement of a capital improvement of the Common Area, street lighting maintenance, septic system repair or replacement, any obligations for excess nitrates under Section 4.18(b) herein, and liability expenses, fixtures or improvements of the Association, including repairs or renovation.

Section 4.5. Accounts and Reserves.

(a) As a common expense and as a part of the Association budget, the Association shall establish and maintain a reserve fund for repair or replacement of improvements and community facilities thereon, and for the purposes of paying for routine and ongoing expenses associated with operating and maintaining the on-site sewage disposal system, by the allocation and payment to such reserve fund of an amount to be designated from time to time by the Association. The reserve fund shall be expended only for the purpose of repair, replacement or improvement to the Common Area, and any improvements and community facilities for which the Association is responsible, for start up expenses and operating contingencies of a non-recurring nature, and for operating and maintaining the on-site sewage disposal system. The proportional interest of any Owner in any such reserve shall be considered an appurtenance of such Owner's Lot and shall not be separately withdrawn, assigned, or transferred, or otherwise separated from the Lot to which it appertains and shall be deemed to be transferred with such Lot in the event of a transfer or sale.

(b) In addition to any accounts or reserves established or to be established pursuant to Section 4.5(a) above, the Declarant has established, in a separate and segregated account, a Septic System Reserve Account for the sole purposes of repairing and/or replacing the on-site sewage disposal system described in Section 4.18 below, or constructing new treatment facilities if ever required by Washington State Department of Health. The balance in the Septic System Reserve Account shall at all times be at least Seventy-five Thousand Dollars ($75,000.00). This covenant shall be specifically enforceable by the original Declarant, the Washington State Department of Health, any Owner and/or any Participating Builder. The Septic System Reserve Account may be used only for the foregoing described purposes and for no other purpose without the approval of the Septic Manager and the Washington State Department of Health. Until the Declarant has been paid the sum of $32,700.00 as partial reimbursement for its contribution to the Septic System Reserve Account, a Three Hundred and no/100 Dollar ($300.00) per Lot septic connection fee shall be collected at closing of the purchase of a Lot from each Owner (who is not a Participating Builder) and paid directly to the original Declarant by the closing agent. The connection fee shall also be collected and paid to the original Declarant upon the sale of the Golf Course or Residential Property by the Declarant to a third party. So long as the original Declarant has not been repaid for its initial contribution to the Septic System Reserve Account, plus interest, this Section 4.5(b) shall be specifically enforceable by the original Declarant.

Section 4.6. Golf Course and Residential Property. For the purposes of assessments and voting rights under this Declaration, the Golf Course (Tract 999) shall be deemed to constitute four (4) Lots and the Residential Property (Tract 996) shall be deemed to constitute one (1) Lot.

Section 4.7. Common Area Exempt. The Common Area, easements for the benefit of the Association, and any other property dedicated to and accepted by a government or public authority shall be exempt from assessments, mortgages or other liens by the Association or any Owner.

Section 4.8. Exception to Maximum Assessment Limitation. The limitations of maximum assessments shall not apply with respect to fines or other charges imposed against a member by the Board pursuant to this Declaration or the Bylaws of the Association.

Section 4.9. Notice and Quorum for Establishing a Budget. Written notice of any meeting called for the purpose establishing a budget from which the assessments are based shall be personally delivered, mailed or otherwise transmitted to all members in a manner consistent with the provisions of the Bylaws of the Association.

Section 4.10. Uniform Rate of Assessments; Lots Owned by Declarant Exempt. Except as otherwise authorized herein all assessments must be fixed at a uniform rate for all Lots, provided, however, that (1) any vacant or unimproved Lot owned by Declarant shall not be subject to any assessment or charge herein, and (2) any Lot sold to a Participating Builder shall not pay assessments until the month following the sale or occupancy of the home by an Owner who is not a Participating Builder (whichever comes first).

Section 4.11. Date of Commencement of Assessments; Due Dates. The assessments provided for herein shall not commence prior to the conveyance of the first Lot from the Declarant to someone other than a successor Declarant or a Participating Builder. As to each particular Lot involved, the assessments shall prorated as of the date of Closing or on the first day of the calendar month following occupancy of the premises, whichever is earlier, unless a later date is set forth in section 4.10 above. Notwithstanding anything to the contrary contained herein, assessments shall not commence on Tracts 996 and 999 until after January 1, 2006.

The assessments may be budgeted on an annual basis (referred to herein as "annual assessment") subject to adjustments according to the number of months remaining in the calendar year. The due dates shall be established by the Board and shall be payable on a monthly, quarterly, semiannual or annual basis as determined by the Association. The Owner may prepay one (1) or more installments on any assessment without a prepayment penalty.

Section 4.12. 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 twelve percent (12%) per annum. Unpaid assessments, plus interest, costs and attorney fees incurred by the Association in collecting assessments, filing and recording liens, enforcing the provisions of this Declaration or the Bylaws of the Association, or defending itself in any litigation shall constitute and create a lien on the property, provided however, before the arrearage is actually assessed against an Owner, the Owner shall be provided an opportunity to be heard by the Board of Directors or such representative as is appointed by the Board of Directors. Said notice shall be deemed given when sent to the home address of the Owner. The failure to provide an opportunity to be heard as provided herein does not eliminate the accumulation of extra fees and charges, provided such opportunity is afforded before the extra fees and charges are actually assessed against the Owner and collected. The Association may bring an action at law against the Owner personally obligated to pay the same for collection of the assessments or other charges pursuant to this Declaration, and/or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his or her Lot. With respect to the rights reserved to the Declarant under Section 4.5(c) above, the Declarant may exercise any rights of the Association to enforce the obligation to fully fund the Septic System Reserve Account.

Section 4.13. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage (and to the lien of any second mortgage given to secure payment of the purchase price) now or hereafter placed on the Lot, only in the event that the lien for delinquent assessments has not been recorded with the Snohomish County Auditor at the time of the recording of the mortgage lien. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof

Section 4.14. Real Property Taxes. In the event that there are real property taxes on the Common Area, the Association shall pay the same as an expense of the Common Area. If the tax becomes delinquent, the total amount of the delinquent taxes shall be divided equally among all the Owners, and said portion of each Owner's share of delinquent taxes shall be a lien on said Owner's Lot to the same extent as if the delinquent tax was on the Owner's Lot. All real property taxes and assessments payable on the Golf Course shall be paid by the Golf Course Owner. All real property taxes and assessments payable on the Residential Property shall be paid by the Residential Property Owner.

Section 4.15. Maintenance Responsibility: Common Area and Other. Maintenance, repair, replacement, improvements, taxes, insurance and other obligations and expenses or assessments arising from or through this Declaration or the final plat shall also be the responsibility of the Association unless otherwise specified in this Declaration or in the Encroachment Agreement. In addition to the maintenance of the Common Area, the Association shall maintain the landscaping and signage installed by the Declarant, any Participating Builder or the Association (except for those frontage areas that are the Golf Course Owner's responsibility of the Encroachment Agreement), the entry monuments, private lighting system, signage or improvements, the on-site sewage disposal system located within the Golf Course and Common Areas, and any storm water detention facilities outside of the public right-of-way (including but not limited to any and all detention ponds and associated conveyance systems whether within a Tract, Common Area or Lot as defined herein). The on-site sewage disposal system facilities for which the Association is responsible to maintain have been conveyed to the Association by Bill of Sale.

Section 4.16. Rules and Regulations. The Association shall have the power through corporate resolution, and the Declarant during the Development Period, to adopt and enforce rules and regulations governing the use of the Common Area or activities within the Subdivision, so long as such rules and regulations are consistent with law or this Declaration. The Association or the Declarant may prescribe penalties for the violation of such rules and regulations, including but not limited to suspension of the right to use the Common Area, or portions thereof. Any such rules and regulations shall become effective thirty (30) days after promulgation or amendment and shall be mailed to all Owners within

thirty (30) days after promulgation or amendment. A copy of the rules and regulations then in force shall be retained by the secretary of the Association and shall be available for inspection by any Owner during reasonable business hours. Such rules shall have the same force and effect as if set forth herein. *Provided, however,* that the Association and Declarant shall have no power to govern the use of the Golf Course or the Residential Property, except as specifically provided herein, in the Encroachment Agreement or in the License.

Section 4.17. Indemnification of Board Members and Officers. Directors, officers and committee members of the Association shall not be liable to the Association or its members for damages caused by an action taken on behalf of the Association in good faith. This provision may not limit liability for failure to exercise the degree of care and loyalty required under RCW 24.03. Directors, officers and committee members of the Association shall be indemnified and held harmless from and against any damages, liabilities, judgments, penalties, fines, settlements and reasonable expenses (including attorney fees) actually incurred as a result of all actions undertaken by said person in good faith, and (a) in the case of conduct in his or her official capacity with the Association, he or she reasonably believed his or her conduct to be in the Association's best interests, or (b) in all other cases, he or she reasonably believed his or her conduct to be at least not opposed to the Association's best interests, and (c) in the case of any criminal proceedings, he or she had no reasonable cause to believe his or her conduct was unlawful. Said persons shall be indemnified and held harmless to the full extent permissible under Washington law.

The foregoing right of indemnification shall not be exclusive of other rights to which such director, officer or committee member may be entitled to as a matter of law. The Board of Directors may obtain insurance on behalf of any person who is or was a director, officer, employee, or agent against any liability arising out of his or her status as such, whether or not the Association would have power to indemnify him or her against such liability.

Section 4.18. On-Site Sewage Disposal System.

(a) Maintenance, Operation, Monitoring, Repair and Replacement. The maintenance, operation, monitoring, repair and replacement of the portion of the on-site sewage disposal system located within the Golf Course and Common Areas shall be the responsibility of the Association. The maintenance, operation, repair and replacement of the portion of the on-site sewage disposal system located within each Owner's Lot shall be the responsibility of that Owner. The Association shall exercise its responsibilities by retaining a qualified and bonded septic manager (the "Septic Manager"). The initial Septic Manager is Aqua Test, Inc. (PO Box 1116 Black Diamond, WA 98010-1116 (425) 432-9360). Upon recordation of the final approved O&M Manual, as described in subparagraph 4.18(b)(ii) below, the Association shall, as an ongoing condition of the sewage system operating permit, maintain a service contract with the Septic Manager. The

Board of Directors of the Association shall have the discretion to replace the initial Septic Manager and any subsequent Septic Manager, subject to the prior written approval of the Washington State Department of Health. Commencing after the later to occur of (i) the sale of the first Lot to a non-Participating Building Owner or (ii) completion of installation of the on-site sewage system, each Lot Owner shall, on or before January 1st and July 1st of each year, submit to the Association copies of said Lot Owner's invoices and contracts showing the pumping and tank inspection/servicing activities during the preceding six (6) month period. The Association shall maintain such records in its principal office, and shall monitor compliance with pumping, inspection and servicing requirements (as advised by the Septic Manager). In the event that any Lot Owner fails to provide records demonstrating adequate pumping and tank inspection/servicing, the Association shall provide written notice to the Owner of non-compliance. In the event that said failure is not cured within twenty (20) days of said notice, then the Association shall proceed to pump, inspect and service pursuant to the provisions of Section 6.12 herein.

(b) O&M Manual. Operation and maintenance of the entire on-site sewage disposal system shall be in accordance with the Remington Heights On-Site Sewage Disposal System Operation and Maintenance Manual prepared by D. R. Strong Consulting Engineers Inc., of which the current version is attached hereto as Exhibit "B" (the "O&M Manual"). Upon completion of installation of the on-site sewage disposal system, the President of the Association shall be authorized and directed (i) submit the final O&M Manual to be prepared by D. R. Strong Consulting Engineers Inc. following such installation to the Washington State Department of Health for approval and (ii) following such approval to record an amendment to this Declaration for the purpose of replacing the version of the O&M Manual attached to this Declaration with the final approved O&M Manual.

(c) Residential Design and As-Built of Onsite Sewage Connections. Each residential Lot, before obtaining a building permit for construction of a single family residence, will be required to have an onsite sewage disposal design submitted to the Snohomish Health District. Upon completion of construction of the system and/or residence on each Lot, the system designer will test the system and prepare as-built drawings for the system (including tanks). The as-built drawings and test results are then submitted to the Snohomish Health District for final approval. Each Owner covenants and agrees that all of the design, testing and as-built drawing services described in this Section 4.18(c) shall be performed only by D.R. Strong Consulting Engineers Inc. (10604 NE 38th Place, Suite 101, Kirkland, WA 98033 (425)827-3063), or any successor that has been approved by the Washington State Department of Health.

(d) Septic Agreement. While the Association has ultimate responsibility for the maintenance, operation, repair and replacement of the portion of the on-site sewage disposal system located within the Golf Course and Common Areas, some of such activities are currently being contracted pursuant to the Septic Agreement. The District

shall have the right and power, but not the obligation, to levy assessments or other charges upon Lots in accordance with the Septic Agreement. Such right to levy assessments and/or impose rates and charges shall include the right to collect assessments, rates and charges and take all other actions authorized herein or under the Agreement. Each Owner of a Lot by acceptance of a deed, whether or not it is expressed in such deed, agrees to pay the District any assessments, rate or charge duly levied or imposed by the District as provided herein and in the Septic Agreement. The District's assessments, rates or charges, together with interest, costs, late chargers, and reasonable attorneys fees, shall also be charged to and shall be a lien in favor of the District on the Lot against which the assessment, rate or charge is made. The District lien for such assessments, rates and charges shall have priority over all other liens and encumbrances, recorded or unrecorded, limited as provided herein. Each District assessment, rate or charge, together with interest, costs, late charges, and reasonable attorneys fees, shall also be the personal obligation of the person who is the Owner of such Lot at the time the assessment became due. The personal obligation for delinquent assessments, rates and charges shall not pass to the Owner's successor in interest unless the lien for such delinquent amounts has been properly recorded prior to title transfer. When ownership of the Lot changes, assessments that have been established for the current fiscal year shall be prorated between the Buyer and Seller based on a 365 day year. The District shall have the right to collect delinquent assessments, rates and charges, and to foreclose its lien, in the same manner as provided in Article IV of this Declaration for collection of assessments due to the Association and foreclosure of the Association's liens; provided, that the District has provided notice to the Lot Owner and recorded a notice of assessment pursuant to the requirements stated in this Article IV.

(e) Connection Fees. In addition to the assessments described above, the first non-Builder Owner, by acceptance of a deed, whether or not it is expressed in such deed, agrees to pay the connection fees described in Section 4.5(b) herein unless said connection fees were collected at the closing of the sale to said Owner and paid into the Septic System Reserve Account.

(f) Nitrate Levels. As described in the O&M Manual, there will be periodic testing to monitor nitrate levels produced by the on-site sewage disposal system. In the event that corrective actions are necessary, as described in the O&M Manual, the Association shall be responsible for taking the actions proscribed in the O&M Manual to correct the nitrate levels. Upon completion, the Association shall assign the cost of the corrective action to the various users of the on-site sewage disposal system by the Septic Manager based on relative contribution to the increased levels of nitrates. Upon such assignment of responsibility, the Association shall bill the user(s) for its share of the cost of the corrective action, and, if not paid within twenty (20) days thereafter, the Association shall proceed under Section 4.4 above to specially assess the user's Property or Lot. Without limiting the generality of the foregoing, the Golf Course Owner shall at all times comply with the Ramar Estates Golf Course Fertilizer Management Plan dated December 8, 1999 and prepared by Associated Earth Sciences, Inc. which is attached hereto as Exhibit "C". The Golf Course Owner shall keep accurate records showing compliance

with said Plan, and shall allow inspection of such records by the Association or its agent during regular business hours.

(g) Binding Effect. The provisions of this Section 4.18 shall be binding on the heirs, successors and assigns of any purchaser or transferee of the on-site sewage disposal system and its users.

Section 4.19. Assessments for Lighting, Water and Utilities. The budget of the Association shall provide necessary funds to pay the cost for obligations and responsibilities such as the lighting, water and utilities in the Common Area, and the reasonable maintenance of such facilities. The assessments herein provided for may be prorated, assessed and collected in the same manner as set forth hereinabove with respect to any other assessment provided herein, and shall constitute a lien on the respective Lots and plats and an obligation of the Owner thereof, as herein provided.

ARTICLE V
Acceptance of Covenants

In consideration of the acceptance hereby, the purchasers and grantees of deeds or contracts to the Lots in said Subdivision, their heirs, assigns, personal representatives, successors and assigns, and all persons or concerns claiming by, through or under such grantees, declare and agree with each and every person who shall be or who shall become an Owner of any of said Lots, that said Lots shall be and hereby are bound by the covenants set forth herein and shall be held and enjoyed subject to and with the benefit and advantage of the protective covenants, restrictions, limitations, conditions and agreements set forth herein.

ARTICLE VI
Restrictions and Easements

Section 6.1. Occupancy and Use. No Lot, building or Structure thereon, or any part thereof shall be used or occupied for any purpose other than as a single family residence unless specifically authorized by zoning laws and regulations, this Declaration, the Association, and the Declarant during the Development Period. The conduct or carrying on of any manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever, upon any such Lot or any part thereof, or in any building or Structure thereon erected shall constitute a breach of this restriction with the exception of the Golf Course and Residential Property, and the right of any Participating Builder and the Declarant to construct residences on any Lot, to store construction equipment and materials on said Lots in the normal course of said construction, and to use any single family residence as a sales office or model home for purposes of sale in the Subdivision. Notwithstanding anything in this Section to the contrary, the Owners are permitted to (i) lease or rent their Lot and improvements for residential use and related purposes (in which

case this Declaration and all rules promulgated hereunder will also apply with full force and effect to the lessee/tenant), and/or (ii) operate a business or trade approved by the Board in advance so long as such business or trade is operated in accordance with all Snohomish County Code and Washington State Department of Health requirements.

Section 6.2. Residential Site. No portion of any Lot shall be owned, used or occupied except as a single residential site. A residential site shall consist of:

(a) one or more full Lots;

(b) one or more full Lots and portions of a contiguous Lot or Lots; or

(c) contiguous parts of Lots which shall form one plot of land suitable for use as a site for a residence, provided that each residential site shall extend from the fronting street to the existing rear property line of the component Lots and shall have front and rear dimensions, neither of which are less than those of the smallest component Lot shown on the plat of the Subdivision as of the date of this Declaration. A component Lot shall be deemed to be a Lot and any portion of which is included in such residential site.

Section 6.3. Construction of Improvements. For the purpose of further insuring the development of the lands in this Project in accordance with the Development Plan and as a residential area of uniform and high standards during the Development Period, Declarant reserves the right to control the buildings, Structures and improvements, including the location, placed on each Lot and the Common Area. The Owner or occupant of each Lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees to the same and agrees that any improvements placed or constructed thereon shall conform to this Declaration and the Development Plan.

Section 6.4. Architectural Control. The Owner or occupant of each Lot by acceptance of title thereto or by taking possession thereof covenants and agrees that no Structure or Residence shall be placed upon said premises unless and until the plans, specifications and plot (site) plans have been approved in writing by the Declarant or its nominee as provided herein, in which case only those plans receiving such approval may be placed, constructed or maintained on the Lot.

The Declarant may nominate the Association or an Architectural Control Committee to perform the duties identified in this Section. The Architectural Control Committee shall have three (3) members who shall serve three (3) year terms. The Declarant may appoint the members until such time as all Lots in the Subdivision have been sold and all plans approved, at which time the Declarant shall transfer said appointment power to the Board of Directors of the Association.

Application for approval of plans to the Declarant or Architectural Control Committee shall be accompanied by a fee not to exceed Two Hundred Fifty and no/100 Dollars ($250.00), as adjusted every five (5) years by changes in the Consumer Price Index for the City of Everett. Refusal or approval of plans and specifications may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Declarant or Architectural Control Committee shall deem sufficient. The plan review and guidelines allow for differing levels of quality and costs between any separate divisions of the Subdivision. No alteration of the exterior appearance (including, without limitation, the color of any buildings or Structures) shall be made without like written approval.

As to all construction and alterations within or upon the Subdivision, the Declarant or the Architectural Control Committee shall have the right to refuse to approve any design, plan or color for such improvements, construction or alterations, which is not suitable or desirable in the opinion of the Declarant or the Architectural Control Committee for any reason, aesthetic or otherwise, and in so passing upon such design, the Declarant or the Architectural Control Committee shall have the right to take into consideration the suitability of the proposed building or other Structure, and the material of which it is to be built and the exterior color scheme to the site upon which it is proposed to erect the same, the harmony thereof with the surrounding Lots and improvements, and the effect or impairment that said Structures will have on the view of surrounding building sites, and any and all facts which, in the opinion of the Declarant or the Architectural Control Committee, shall affect the desirability or suitability of such proposed Structure, improvements or alterations. The Declarant or Architectural Control Committee may adopt general or specific standards for all or any part of the design or construction of buildings within the various divisions in the Subdivision. Any action or inaction by the Declarant or the Architectural Control Committee shall be solely discretionary and all parties, members and/or potential members shall hold and save Declarant, the Association and the Architectural Control Committee harmless to the maximum amount permitted by law, provided any such actions or inactions were in good faith. Nothing herein shall in any way limit the ability of the Declarant to alter or modify the size or type of housing between various divisions or portions of this Subdivision and/or between this Subdivision and any other property annexed into this Subdivision.

In connection with said approval, complete plans and specifications of all proposed buildings or Structures and exterior alterations, together with detailed plans showing the proposed location of the same on the particular building site, shall be submitted to the Declarant at least thirty (30) days prior to the proposed construction starting date, and such construction or alteration shall not be started until written approval thereof is given by the Architectural Control Committee. For any Structure which is proposed to be located within any area of septic system improvements on the Lots as shown on the Plat, the approval of the Septic Manager is also required, using the same submittal procedures and fees as for the Architectural Control Committee approval.

Should the Declarant, the Architectural Control Committee, or, if applicable, the Septic Manager fail to approve or disapprove the plans and specifications submitted by an Owner of a Lot within the Subdivision within thirty (30) days after written request therefor, then the applicant may request in writing a response within an additional fourteen (14) days. In the event there remains no response, the plans shall be deemed approved, provided, however, the plans must still comply with the Declaration in all other respects. No Structure shall be erected or be allowed to remain on any residential site which violates any of the covenants or restrictions contained in the Declaration.

Any actions or inactions of the Declarant, its agents or nominees, or the Architectural Control Committee shall be solely discretionary and all parties, members, potential members and Lot Owners shall hold and save harmless, to the maximum extent permitted by law, the Declarant, its agents or nominees, and the Architectural Control Committee and its members, provided such actions or inactions are in good faith.

Section 6.5. Building/Height Restrictions. No building shall be allowed on any residential site in the Subdivision except one single-family dwelling house, all for the use and occupancy of one immediate family and attendant bona fide domestic servants only. Any auxiliary building must be so designed and constructed as to be compatible in appearance with the main building and must have Architectural Control Committee approval. No auxiliary building, with the exception of garages and carports, shall have a ground coverage in excess of 300 square feet. No dwelling house shall exceed two (2) stories (excluding the basement) or be more than thirty five (35) feet in height, without prior written approval of the Declarant. Height of buildings shall be measured from the highest point at which the natural contour of the ground comes in contact with such building or Structure. The above requirements do not supersede any governmental requirements that are more restrictive, and may be changed at any time by the Declarant by written document recorded with the Snohomish County Auditor. Future divisions shall be governed by the same requirements unless the amendment to this Declaration annexing such future divisions into this Association apply different requirements for such future divisions.

Section 6.6. Construction. All construction of properly authorized improvements on any residential site which have been commenced, shall be diligently pursued to completion thereof in a manner and at a rate reasonably consistent with building standards prevailing in the immediate area relating to high quality construction of a similar type, and in no event shall the period of construction of any improvement exceed nine (9) months from the date of commencement of construction to completion as to external appearance, including finished painting. No Structure or vehicle, other than a completed permanent dwelling house as contemplated by these restrictions and limitations, shall be used on any Lot at any time as a residence, either permanently or temporarily. No auxiliary building shall be deemed completed as long as the dwelling house is incomplete.

The construction of residences shall also comply with the minimum floor elevations, if any, specified for each Lot on the final plat. All residences and other Structures shall comply with all governmental setback standards and, if applicable, any further recorded setback restrictions impressed upon any Lot by the Declarant.

Section 6.7. Landscaping. Each Lot shall be landscaped in accordance with plans and specifications as now or hereafter adopted by the Declarant. All front yards and landscaping thereon must be completed within thirty (30) days from the date of completion of the building or Structure constructed thereon, and all side and rear yards and landscaping thereon must be completed within one hundred eighty (180) days from the date of completion of the building or Structure constructed thereon. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval by the Declarant, or the Architectural Control Committee. Landscaping within the right-of-ways shall be performed by the Association.

All landscaped areas in public rights-of-way shall be maintained by the Declarant or the Association after the Development Period and may be reduced or eliminated if deemed necessary for or detrimental to County of Snohomish road purposes.

Section 6.8. Window Coverings. All window coverings within any residence shall be permanent in nature (e.g., other than sheets, blankets or towels), provided however, during the first thirty (30) days from the date of occupancy temporary window coverings may be used in bedrooms and bathrooms.

Section 6.9. Plantings and Fences. All fencing and walls must be specifically approved by the Architectural Control Committee and, if the fence or wall is proposed to be located over a Septic Transmission Line Easement (STLE) shown on the Plat, by the Septic Manager, prior to their installation. The Architectural Control Committee is free to adopt a fencing policy detailing acceptable styles of fencing if it deems appropriate. The location and height of all fences and other obstructions within an easement as dedicated to the County of Snohomish on the final plat shall be subject to the approval of the Director of Public Works or his designee.

Section 6.10. Antennas. No television antennas, including satellite communication dishes, or such similar devices (other than "mini dishes" with a diameter of less than 24 inches), radio aerials, ham radio broadcast or receiving apparatus shall be erected, maintained or placed on any residential site without specific written approval by the Association. Rotary beams or other similar devices shall not be constructed on any residential site.

Section 6.11. Changing Lot Contours and Drainage; Subdivisions. The surface grade or elevation of the various Lots and other residential sites in the Subdivision shall not

be substantially altered or changed in any manner which would affect the relationship of such Lot or other residential sites adjoining, or which would result in materially obstructing the view from any other Lot or residential site in the Subdivision, or which would otherwise produce an effect out of harmony with the general development of the immediate area in which said Lot or other residential site is located. Whether or not such alteration or change in the elevation or grade of any Lot or any residential site would be prohibited shall be determined by the Declarant or the Association in its sole and uncontrolled discretion. Prior approval must be obtained from the Director of Public Works before any Structures, fill or obstructions, including fences, are located within any drainage easement, delineated flood plain area or drainage swale. No further subdivision of any Lot without resubmitting for formal plat procedure is allowed. No drainage swales shall be graded, impeded or materially altered. The sale or lease of less than a whole Lot in the Plat is expressly prohibited except in compliance with Title 19 of the Snohomish County Code.

Section 6.12. Maintenance by Owners. Unless otherwise specifically provided herein, the Owner of each Lot shall be responsible for the maintenance and upkeep of the improvements and landscaping located thereon. All such Owners shall likewise maintain their hedges, plants, shrubbery, trees, and lawns in a neat and trim condition at all times.

After notice to an Owner from the Association of such Owner's failure to (a) maintain said lot, (b) provide septic system maintenance or reports, (c) maintain landscaping and/or improvements in accordance herewith, and after approval by a majority vote of the Board of Directors or other Association committee to which such oversight responsibility shall have been delegated, the Association shall have the right, through its agents and employees, to enter upon any Lot or improvement which has been found to violate the foregoing standards in order to repair, maintain and/or rectify the same to such standards, provided that the Board of Directors or its representative has given the Lot Owner notice and an opportunity to be heard as provided for in Section 4.11. The cost of such work shall be a special assessment on such Owner and such Owner's Lot and improvements, and the provisions of this Declaration regarding the collection of assessments shall apply thereto.

Section 6.13. Garbage Disposal. The Owners of the residential sites in said Subdivision shall be responsible to assure that no garbage can or other receptacle will be visible from any place outside the premises except on collection day.

Section 6.14. Clotheslines. No Owner or occupant of any residential site shall place or permit clotheslines thereon which are visible from any Lot or street in the Subdivision or, for the Fairway Lots, from the Golf Course.

Section 6.15. Roofing Materials and Siding. All roofs shall be in accordance with specifications as to type, style, color and other criteria as adopted by the Declarant or the Architectural Control Committee. Until such adoption, all roofing materials must be cedar

shingles, shake, tile or 20 year composition, and all siding shall be non-plywood type wood (beveled or grooved), vinyl or masonry.

Section 6.16. Underground Utilities. All utilities, on and in public dedicated areas, private property, or on and in the Common Area, including water, cable television and Internet, storm sewer, and power shall be installed underground in compliance with all governmental regulations for the installation and maintenance of the same.

Section 6.17. Nuisance. Nothing shall be done or maintained on any Lot or other residential site which may be or become an annoyance or nuisance to the neighborhood. No livestock, animals, poultry or fowl shall be kept on any Lot or other residential site other than animals or birds of the type and species generally recognized as common household pets in the immediate area, such as dogs, cats, canaries and parakeets which are kept on said property solely as household pets, provided that no such household pet which is or becomes an annoyance or nuisance to the neighborhood shall thereafter be kept on any Lot or residential site. No dog houses, dog runs or dog kennels may be placed on any Lot or residential site unless they are screened from the view of neighboring properties and the streets and do not create an annoyance or nuisance. All dogs which become a nuisance by barking at inappropriate hours shall be kept in the residence or garage at night so as to eliminate disturbances related to barking dogs while other residents are trying to sleep.

Section 6.18. Trash and Accumulations. No trash, refuse pile, vehicles, underbrush, compost pile, or other unsightly growth or objects shall be allowed to grow, accumulate or remain on any Lot so as to be a detriment or unreasonable annoyance to the Subdivision or become a fire hazard. In the event any such condition shall exist upon any Lot, Declarant or the Association may enter upon said Lot and remove the same at the expense of the Lot Owner who, on demand shall reimburse Declarant or the Association for the cost thereof, and such entry and removal shall not be deemed a trespass.

Section 6.19. Non-Permitted Parking. No boats, boat trailers, house trailers, campers, motor homes, helicopters, or any part thereof, shall be stored or permitted to remain on any residential site or Lot for more than forty-eight (48) hours unless the same is stored or placed in a garage or other fully enclosed space, or is entirely screened so as not to be visible from any street and abutting Lots or, for the Fairway Lots, from the Golf Course. Disabled and/or non-operational vehicles shall be subject to the same restrictions. All screening is to be approved by the Declarant or the Architectural Control Committee.

Section 6.20. Signs. No signs of any kind shall be placed on any Lot or residential site in the Subdivision where the same is visible from any Lot or street in the Subdivision, or, for the Fairway Lots, from the Golf Course, except in accordance with such rules and regulations as may from time to time be adopted by the Declarant or Association. In the absence of such rules and regulations, no signs whatsoever other than conventional house numbers indicating the address of the premises shall be placed on any Lot or residential

site. One "For Sale" or "For Rent" sign which does not exceed the maximum size of two feet by three feet may be placed on a Lot without the approval of the Declarant or Association. During the Development Period, Declarant may require all signage on Lots and homes to be uniform in the dimension and general character regardless of the builder or Realtor or other person involved in marketing the Lot or home. Uniformity standards may be adopted by the Declarant or the Architectural Control Committee.

Section 6.21. Automobile Storage Areas. Each residence shall have an enclosed garage providing sufficient storage for at least two automobiles. No automobile garage shall be permanently enclosed or converted to other use without the substitution of another automobile garage. Automobiles shall not be parked on a driveway or street in lieu of being parked in an available space in the garage. Garage doors shall be kept closed at all times practicable so as to maintain the sightlines of the Subdivision as a whole.

Section 6.22. Mailboxes. The mailbox and mailbox shelters' maintenance, repair, or replacement shall be the responsibility of the Association. The mailboxes and mailbox shelters may not be moved or physically altered without approval of the Architectural Control Committee, the U.S. Postal Service and Snohomish County.

Section 6.23. Commercial, Inoperable and Unsightly Automobiles. Commercial or inoperable cars or other unsightly vehicles shall not be stored on any Lot in view of the streets within the Subdivision or the other homes of other Lot Owners. This shall include but not be limited to automobiles which display any type of commercial signage on the automobile. Additionally, vehicles shall be adequately maintained to ensure that leaking fluids from the vehicles will not occur. If any leaking occurs on the driveway of the home, the leaking shall be promptly cleaned and the driveway returned to its normal condition.

Section 6.24. Woodpiles. Woodpiles or wood supplies shall not be stored on any front yard, or be visible from the streets within the Subdivision after completion of the Residence or, for the Fairway Lots, from the Golf Course.

Section 6.25. Deviation During the Development Period. During the Development Period, Declarant hereby reserves the right to enter into an agreement with the grantee of any Lot or Lots (without the consent of the Owner of any other Lot) to deviate from the conditions, restrictions, limitations or agreements contained in this Declaration. Any deviation shall be manifested in an agreement in writing and shall not constitute a waiver of any such condition, restriction, limitation, or agreement as to the remaining Lots in the Subdivision and the same shall remain fully enforceable as to all other Lots located in the Subdivision.

Section 6.26. Additional Restrictions. Declarant may from time to time during the Development Period impose or eliminate restrictions on all or any part of the Subdivision, including but not limited to designation of specific height restrictions, reservation of view

corridors, color restrictions and fencing restrictions. Such restrictions shall be enforceable by the Declarant and/or the Association.

Section 6.27. Easements and Restrictions on Final Plat. Easements and restrictions set forth in the recorded final Plat map or notes are incorporated herein and hereby reserved on each Lot, the Golf Course, the Residential Property and/or the Common Area. No Owner shall construct or locate any Structure or portion thereof within the utilities easement areas, and no Owner shall relocate, remove or disturb any utility within the utilities easement, including any utility box, without the written approval of the Architectural Control Committee and the current holder(s) of the utilities easement. Any easement entered upon for the purposes stated above shall be restored as near as possible to its original condition by the individual or entity entering said easement. No lines or wires for the transmission of electric current, telephone or cable TV shall be placed or be permitted to be placed upon any Lot unless the same shall be underground or in conduit attached to a Structure.

Section 6.28. Sales and Construction Facilities. Notwithstanding any other provision in this Declaration to the contrary, it is expressly permissible during the Development Period for the Declarant, and its agents, employees or nominees, to maintain on any portion of the Project owned by the Declarant or on the Common Area such facilities as the Declarant may reasonably feel are required, convenient or incidental to the construction and/or sales of lots or improvements thereon. The Declarant may permit, in writing, an individual Owner to maintain temporary equipment and construction material on the Owner's Lot when the Declarant feels the same is reasonably required, convenient or incidental to construction activities for improvement on said Lot.

Section 6.29. Drainage Waters. Following original grading of the roads and ways of the Project, 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 upon any Private Road to hamper proper drainage. The Owner of any Lot or Lots, prior to making any alteration in the drainage system, must make application to and receive approval from the Director of Public Works for said application. Any enclosing of drainage waters and 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.

Section 6.30. Golf Balls, Disturbances and Nuisances. Each Lot Owner and occupant of any portion of the Subdivision acknowledges and agrees that: (a) portions of the Subdivision are adjacent to or near the Golf Course Property and related improvements; (b) the clubhouse, parking lots and other related facilities, which are or may become part of the Golf Course, have exterior lighting and amplified exterior sound, may be used for entertainment and social events on various days of the week, including weekends, during various times of the day, including without limitation, early morning and late evening hours; (c) golf course-related activities, including without limitation, regular course play, may be allowed during all daylight hours up to seven (7) days a week, and golf tournaments open to

the public at large may be conducted at any time during the year; (d) the Golf Course is open to the public and large numbers of people may be entering, exiting and using the Golf Course during various times of the day, including early morning and late evening hours, seven (7) days a week; and (e) water hazards, the clubhouse, maintenance facilities and other installations located on the Golf Course may be attractive nuisances to children. Each Lot Owner and occupant of the Subdivision also acknowledges that due to the proximity of portions of the Subdivision to the Golf Course, nuisances, hazards or injuries to persons and property may occur on the Subdivision as a result of use of the Golf Course, or as a result of any other golf course-related activities and that play on the golf course may result in damage or injury to persons or property as a result of golf balls leaving the golf course, including, without limitation, damage to windows and exterior areas of the improvements constructed upon the Lots, damage to automobiles and other personal property of Lot Owners, Occupants or their guests, whether outdoors or within the Improvements.

Section 6.31. Assumption of the Risk. EACH LOT OWNER AND OCCUPANT OF THE SUBDIVISION COVENANTS AND AGREES FOR HIMSELF, HERSELF OR ITSELF, ITS FAMILY MEMBERS, GUESTS, SUCCESSORS AND ASSIGNS, THAT HE, SHE OR IT DOES KNOWINGLY AND VOLUNTARILY ASSUME ALL RISKS ASSOCIATED WITH THE FOREGOING, INCLUDING, BUT NOT LIMITED TO, THE RISKS OF NUISANCE, INCONVENIENCE AND DISTURBANCE, AS WELL AS PROPERTY DAMAGE OR PERSONAL INJURY ARISING FROM ERRANT GOLF BALLS OR ANY OTHER ACTIONS OR OMISSIONS INCIDENTAL TO THE USE OF THE GOLF COURSE FOR ANY GOLF COURSE-RELATED ACTIVITIES AND HEREBY RELEASE DECLARANT, GOLF COURSE OWNER, ANY MANAGER OR OPERATOR OF ALL OR ANY PORTION OF THE GOLF COURSE PROPERTY AND THE ASSOCIATION FROM ALL CLAIMS, ACTIONS, CAUSES OF ACTION, LOSSES, DAMAGES, COSTS, EXPENSES AND LIABILITIES (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY) ASSOCIATED THEREWITH; AND THAT NEITHER DECLARANT, THE GOLF COURSE OWNER, ANY MANAGER OR OPERATOR OF ALL OR ANY PORTION OF THE GOLF COURSE, THE ASSOCIATION NOR THEIR RESPECTIVE EMPLOYEES, AGENTS, INVITEES, LICENSEES, CONTRACTORS, SUCCESSORS AND ASSIGNS SHALL BE RESPONSIBLE OR ACCOUNTABLE FOR, AND SHALL HAVE NO LIABILITY FOR ANY CLAIMS, ACTIONS, CAUSES OF ACTION, LOSSES, DAMAGES, COSTS OR EXPENSES FOR ANY NUISANCE, INCONVENIENCE, DISTURBANCE, PROPERTY DAMAGE OR PERSONAL INJURY ARISING FROM ERRANT GOLF BALLS OR ACTIONS OR OMISSIONS INCIDENTAL TO GOLF COURSE-RELATED ACTIVITIES ON THE GOLF COURSE.

Section 6.32. Operation of the Golf Course. Each Lot Owner and Occupant of the Subdivision acknowledges: that the operation and maintenance of the Golf Course may require that maintenance personnel and other workers who operate, service and maintain the Golf Course commence work relating to the operating and maintenance of the Golf Course as

early as 5:00 a.m. on a daily basis; and that the operation, maintenance and use of the Golf Course may entail the operation and use of the following: (a) power equipment such as tractors, lawn mowers and blowers on various days of the week, including weekends, during various times of the day, including, without limitation, early morning and late evening hours (subject to all equipment being properly muffled and operated in accordance with all applicable laws and regulations); (b) sprinkler and other irrigation systems in operation during the day and at night; (c) electric, gasoline or other power driven vehicles and equipment used by maintenance and operations personnel (subject to all equipment being properly muffled and operated in accordance with all applicable laws and regulations); (d) application of pesticides and fertilizing chemicals (subject, however to the provisions of the governmental approved Golf Course Management Plan and all other applicable laws and regulations); and (e) refuse removal trucks, delivery trucks, service vehicles, golfer's vehicles and other vehicles entering and exiting the Golf Course on various days of the week, including weekends, during various times of the day, including, without limitation, early morning and late evening hours. In connection with the foregoing, each Lot Owner and Occupant of the Subdivision covenants and agrees for himself, herself or itself, its family members, guests, successors and assigns: that he, she or it does knowingly and voluntarily assume all risks associated with such golf course operation and maintenance activities, including but not limited to risk of nuisance, noise, disturbance, inconvenience, property damage and personal injury or sickness; and that neither Declarant, the Association, the Golf Course Owner nor any manager or operator of all or any portion of the Golf Course nor their respective employees, agents, invitees, licensees, contractors, successors and assigns shall be responsible or accountable for, or shall have any liability (including, without limitation, strict liability) for any claims, causes of actions, losses, damages, costs or expenses arising in connection with or associated with any nuisance, disturbance, noise, inconvenience or property damage or personal injury or sickness, directly or indirectly related to, caused by or associated with such operation and maintenance activities.

Section 6.33. Enforceability by Golf Course Owner. Notwithstanding anything contained herein to the contrary, the covenants, conditions and restrictions in this Article 6 shall be deemed to inure to the benefit of the Golf Course Owner, its successors and assigns, and all remedies available to Lot Owners shall be available to the Golf Course Owner, its successors and assigns, as well as any other remedies available to it at law or in equity.

Section 6.34. Septic System. The Golf Course is subject to the Access Agreement with respect to the maintenance, operation and repair of the on-site sewage disposal system on the Golf Course and benefiting the Subdivision.

Section 6.35. Conservation/Preservation Restrictions. Each homeowner shall comply with the provisions of the Educational Bulletin attached hereto as Exhibit "D" concerning, among other things, the use of pesticides, fertilizers, nitrates, and proper watering techniques. The provisions of the Educational Bulletin shall be enforceable by

the Association, and any violations may be cured by the Association in accordance with Article IV herein.

Section 6.36. Golf Course and Residential Property Excluded. Except as specifically set forth herein, this Article VI shall have no application to the Golf Course or the Residential Property.

Section 6.37. Participating Builder Exemption. Notwithstanding anything contained herein to the contrary, and without limiting any other exemptions or exclusions that might exist under the Declaration, all Participating Builders shall be exempt from the conditions, restrictions and requirements of Sections 6.3, 6.4, 6.6, 6.7, 6.20, 6.24 and 6.26 of this Article VI.

Section 6.38. Prohibited Materials. In order to protect the environment, sensitive areas and water quality precautions must be taken with the storm drainage system on site. The following materials shall not be allowed to enter any surface or subsurface part of the public and/or private drainage system of the Subdivision.

(a) Petroleum products including, but not limited to, oil, gasoline, grease, fuel oil and heating oil.

(b) Trash and/or debris.

(c) Animal waste.

(d) Chemicals and/or paint.

(e) Steam cleaning waste.

(f) Washing uncured concrete for cleaning and/or finishing purposes or to expose aggregate.

(g) Laundry wastes or other soaps.

(h) Pesticides, herbicides, or fertilizers.

(i) Sewerage.

(j) Heated water.

(k) Chlorinated water or chlorine.

(l) Degreasers and/or solvents.

(m) Bark or other fibrous material.

(n) Antifreeze and/or other automotive products.

(o) Lawn clippings, leaves or branches.

(p) Animal carcasses.

(q) Silt.

(r) Acids or alkalis.

(s) Recreation vehicle wastes.

(t) Dyes unless prior permission has been granted by the Governing Jurisdiction.

(u) Construction materials.

Any Owner found to not be incompliance with this item shall immediately remove and remedy the matter upon written notice of the Association or Governing Jurisdiction.

Section 6.39. Easement for Monitoring Wells. Monitoring wells are located on Lots 1, 6 and 10 of Block 2, and on Tracts 998 and 999. Said Lots and Tracts are encumbered with a blanket ingress and egress easement for the sole purpose of inspecting the monitoring wells located thereon. The Association shall be responsible for monitoring the wells for nitrates as required by the O&M Manual and for water stability as required by the Hearing Examiner's decision approving the Plat.

Section 6.40. Development of Block 2. To effectuate the Development Plan, the Declarant may desire to alter the Plat of L106-1 Remington Heights with respect to Lots 1-17 of Block 2. During the Development Period, each Lot Owner, by accepting title to his or her Lot, expressly waives any right to protest, appeal or otherwise contest such plat alteration.

ARTICLE VII
Easements for Golf Activities/Watering/Limitation of Liability

Section 7.1. Easement for Errant Golf Balls. Declarant hereby creates and reserves for the benefit of the Golf Course an easement across all Fairway Lots and the Common Areas, and the air space above all Fairway Lots and the Common Areas, for the flight,

landing or resting upon, around or over the Fairway Lots and the Common Areas of golf balls, provided that there shall be no right of access or entry to any Lot for the purpose of hitting or retrieving errant golf balls unless otherwise authorized by the owner of said Lot. Any golf balls entering upon any Lot shall become the property of the Lot Owner. UNDER NO CIRCUMSTANCES SHALL DECLARANT, THE GOLF COURSE OWNER, ANY MANAGER OR OPERATOR OF ALL OR ANY PORTION OF THE GOLF COURSE PROPERTY OR ANY OF THEIR AFFILIATES, THE ASSOCIATION OR ITS MEMBERS OR ANY SUCCESSORS IN INTEREST TO ANY OF THE FOREGOING, ANY BUILDER OR CONTRACTOR (IN THEIR CAPACITIES AS SUCH) OF ANY IMPROVEMENTS UPON THE SUBDIVISION, OR ANY OFFICER, DIRECTOR, PARTNER, SHAREHOLDER, MEMBER OR AFFILIATE OR ANY OF THE FOREGOING BE RESPONSIBLE OR LIABLE FOR ANY DAMAGE OR INJURY TO PERSONS OR PROPERTY RESULTING FROM ERRANT GOLF BALLS OR THE EXERCISE OF THIS EASEMENT. Each Lot Owner, themselves and their families, guests and invitees, recognizes and agrees to the terms of this Section and to the release set forth in Section 6.32 of this Declaration.

Section 7.2. Easement for Overspray. Any portion of the Subdivision immediately adjacent to any watered area of the Golf Course is hereby burdened with a non-exclusive easement in favor of the Golf Course for overspray of water derived from a potable water source resulting from normal and ordinary watering of the Golf Course from the watering system serving the Golf Course. Under no circumstances shall Declarant, the Association, the Golf Course Owner or any operator or manager of the Golf Course have any responsibility or be held liable for any damage or injury resulting from such overspray or the exercise of this easement.

Section 7.3. Waiver of Right to Protest. To the maximum extent allowed by law, and so long as the primary use of the Golf Course Property is for a golf course and related activities, each Lot Owner, by accepting title to his or her Lot, expressly waives any right to protest, appeal or otherwise contest the major modification or any other application by the Golf Course Owner to amend or revise the Conditional Use Permit for the Golf Course, to expand the Golf Course, and/or to add additional uses to the Golf Course, so long as the primary use of the Golf Course remains a golf course and related activities.

ARTICLE VIII
General Provisions

Section 8.1. Covenants to Run with Land. This Declaration shall constitute a servitude upon all Lots in the Subdivision conveyed by Declarant, its successors or assigns, to any grantee, and shall run with the land and be binding upon all such grantees and all persons claiming by, through or under them. The acceptance of any such conveyance by any such grantee shall constitute an agreement on the part of any such grantee, for himself

or herself, his or her heirs, devisees, personal representatives and assigns, to all such covenants, restrictions, limitations, conditions and agreements.

This Declaration, as amended or supplemented, shall remain in full force and effect for a period of twenty (20) years from the date recorded, at which time it shall automatically extend for successive periods of ten (10) years each, unless by written agreement of the then Owners of a majority of the Lots in the Subdivision it is agreed to terminate or change this Declaration in whole or in part. In the event this Declaration is extended to include adjoining lands through the annexation procedures herein, this Declaration may only be terminated or changed in conjunction with the adjoining Lands, and in such case, the agreement of the then Owners of a majority of all Lots subject to this Declaration, as amended and extended, shall be recorded to affect such termination or change. Termination of this Declaration or modifications which materially affect the Common Area or obligations of the Association shall first receive approval from any governmental agency potentially impacted by the termination or modifications. Any termination or change shall become effective upon the recording of such agreement, duly signed and acknowledged by the necessary parties, as above provided, in the offices of the Auditor of Snohomish County, Washington.

Section 8.2. Breach of Covenants. In the event of the violation or breach or attempted violation or breach of any of these covenants, restrictions, limitations, conditions, duly adopted rules and regulations or agreements by any person or concern claiming by, through or under the Owner, or by virtue of any judicial proceedings, Declarant, the Owner of any Lot or the Association, or any of them, jointly or severally, shall have the right to institute, defend or intervene in litigation or administrative proceedings to compel compliance with the terms hereof or to prevent such violation or breach. The Association may be involved in its own name on behalf of itself or two or more Owners on matters affecting the Association, but not on behalf of Owners involved in disputes that are not the responsibility of the Association. In the event of such enforcement the prevailing party shall be entitled to, in addition to other relief, recovery of its attorney fees and costs.

In addition to the foregoing, Declarant, or its nominee, or the Association shall have the right whenever there is a violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the Owner, who, on demand and after notice and opportunity to be heard by the Board of Directors or its representative, shall reimburse the cost thereof including attorney fees and costs incurred. Such entry and abatement or removal shall not be deemed a trespass. Except in the event of an emergency, three (3) days' written notice must be given to the non-complying party before summary abatement or removal may occur.

Section 8.3. Failure to Enforce. The failure to enforce any right, reservation, covenant, restriction, limitation, condition or agreement herein contained, however long

thereafter, either as to the breach or violation involved or as to any similar breach or violation occurring prior or subsequent thereto, shall not bar or affect the enforcement of any such right, reservation, covenant, restriction, limitation, condition or agreement as to any such breach or violation thereof, nor shall said failure in any way be construed as or constitute a waiver of said provision.

Section 8.4. Right to Assign by Declarant. The Declarant may assign any and all of its rights, powers obligations, privileges, and interest under this instrument to any other person or concern, and in any such case any such successor or assignee may exercise and enjoy such rights, powers, privileges and interest and shall be responsible for such obligations to the same extent as Declarant would have been had such assignment not been made.

Section 8.5. Annexation. Additional real property may become subject to this Declaration in the following manners:

(a) Additions by Declarant. Declarant, its successors and assigns, shall have the right, but shall not be obligated, to include additional real property of Declarant's selection as a part of the Properties subject to and restricted by this Declaration. This right may be exercised without obtaining the consent or approval of the Association or its members. The additions of other real property authorized by this subsection shall be made by incorporating the provisions of this Declaration by reference on the face of any such final plat map of such annexed real property, or the Declarant may record an addendum to this Declaration containing such additions and modifications as may be appropriate or necessary to reflect the different character, if any, of the additional properties.

(b) Additions by Others. Upon approval in writing of the Declarant during the Development Period and thereafter by the Association, the Owner of such real property who desires to subject such other real property to the provisions of this Declaration and to subject it to the jurisdiction of the Declarant, may file for record a supplementary declaration of covenants, conditions and restrictions, which by its terms, expressly extends the covenants contained in this Declaration to such other real property.

Section 8.6. Amendment of this Declaration. Unless otherwise specifically addressed elsewhere, an amendment to any term or provision of this Declaration shall require the affirmative vote of seventy-five percent (75%) of the voting power of the Association. This Declaration may be amended during the Development Period by an affirmative vote of fifty-one percent (51%) of the voting power of the Association. Amendments to any provision of this Declaration which expressly alter the rights, duties or obligations of Declarant shall contain the affirmative written consent of the Declarant. In the event that the Declarant has the necessary votes and desires to amend the Declaration

during the Development Period, the Declarant may waive any requirements to conduct a membership meeting if and to the extent permissible by law. Any amendment to this Declaration must be recorded with the Snohomish County Auditor. Notwithstanding the foregoing, no amendments to any provision that would adversely affect the Golf Course or the rights of the Golf Course Owner and/or the Residential Property Owner hereunder may be approved without the prior written consent of the Golf Course Owner and/or Residential Property Owner, as the case may be.

Section 8.7. Severability. Should any of the provisions of this Declaration be declared void, invalid, illegal or unenforceable for any reason, it shall in no way affect the validity of the other provisions hereof, and such other provisions are hereby declared to be severable and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant has set its hand and seal the 24th day of March, 2005.

DECLARANT:
L106-1 REMINGTON HEIGHTS, LLC
By: Barclays North, Inc., Member

By: _____
Tony Kastens, its President

STATE OF WASHINGTON)
)ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that **Tony Kastens** is the person who appeared before me, and that person acknowledged signing this instrument, on oath stated their authority to execute the instrument and acknowledged it as the **President** of **Barclays North, Inc.**, the sole member of **L106-1 Remington Heights, LLC** on behalf of whom instrument was executed to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED and SWORN to before me this 24th day of March, 2005.

DEJA R. GRAHAM
STATE OF WASHINGTON
NOTARY -- · -- PUBLIC
My Commission Expires 6-1-2008

Deja R. Graham
(printed name): Deja R. Graham
NOTARY PUBLIC in and for the State of Washington, residing at Everett
My Commission expires: 6/1/08

EXHIBIT A

LEGAL DESCRIPTION

Lots 1-64, Block 1, Lots 1-17, Block 2, and Tracts 995-999, Remington Heights, a Planned Residential Development, according to the Plat thereof recorded under Auditor's File Number 2005_____, records of Snohomish County, Washington.

EXHIBIT B

O&M MANUAL

REMINGTON HEIGHTS
ON-SITE SEWAGE DISPOSAL SYSTEM
OPERATION AND MAINTENANCE MANUAL

Prepared for

Barclays North Inc.
10515 – 20th Street SE
Suite 100
Everett, WA 98205

PREPARED BY

D. R. STRONG ***Consulting Engineers Inc.***

10604 NE 38th PLACE, SUITE 101 • KIRKLAND WA 98033 • (425) 827-3063

June 7, 2004

REMINGTON HEIGHTS
ON-SITE SEWAGE DISPOSAL SYSTEM
OPERATION AND MAINTENANCE MANUAL

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REMINGTON HEIGHTS
ON-SITE SEWAGE DISPOSAL SYSTEM
OPERATION AND MAINTENANCE MANUAL

INTRODUCTION

This document is the operation and maintaince for the on-site sewage disposal collection, treatment, and disposal systems for the plat of Remington Heights along with the associated restaurant and golf course in the Monroe area of Snohomish County, Washington. This document is an attachment to the Remington Heights Covenants, Conditions, and Restrictions (CC&Rs). The CC&Rs and operation and maintaince manual together meet the requirements of the management plan requirements outlined in WAC 246-272-08001(2)(a)(vi). Attached as an appendix to this document is the Larger On-Site Sewage System (LOSS) Management Guidelines to be used to provide a basis for those portions of both documents that apply to the on-site sewage disposal systems.

RESPONSIBILITIES OF INVOLVED PARTIES

There are five parties that are involved in this O and M manual and the CC&R's that this document is refered to regarding the on-site sewage disposal systems. These include the Developer/Homeowners Association (the developer evolves into the homeowners association as documented in the CC&R's (HOA)), the design engineer (D. R. STRONG Consulting Engineers, Inc. (DRS)), the Washington State Department of Health (WSDOH), the approved management entity (Holmes Harbor), and the on-site monitoring firm (Aquatest). The following will outline the involvement of each:

HOA:

- Responsible for assuring the treatment system meets performance criteria outlined in this document as long as the system is in service.
- Ultimate authority to enforce all actions as outlined in this document and CC&R's.
- Hiring party for the on-site monitoring firm. If the on-site monitoring firm is changed the HOA must notify WSDOH of the proposed change and have approval from WSDOH for the new on-site monitoring firm.
- Main point of contact for all parties involved in the on-site sewage disposal systems both individual and community including the golf course and restaurant.

- Coordinate with the water provider to obtain records of all water meter data for the individual residences, golf course, and restaurant.

- To provide the on-site monitoring firm with all information on the individual connections including but not limited to: date of occupancy, sale history, name of owner, address of site, water meter data.

- To maintain the files for all documents regarding the on-site sewage disposal system including but not limited to: on-site monitoring firm reports, lab testing data, designs and as-builts for community and individual on-site systems, repair documentation for the community and individual on-site systems.

- To keep records and notify by writing the individual residences and the restaurant of the need to have an annual inspection of their system and pump the septic tank if it is required as a result of the inspection. If the individual residence does not provide a pumping and inspection report within three months of notification then the HOA shall hire an approved entity (may be done through o and m monitoring firm) to provide these services and the owner shall be charged through the provisions in the CC&R's.

- To coordiante with the golf course to keep records of the implementation of the fertilizer plan and to have the authority to enforce the implementation of the plan.

DRS:

- Design and as-built of community on-site sewage disposal systems.

- Design and as-built of individual on-site connections through the Snohomish County Health District.

- WSDOH

- Design approval and monitoring enforcement authority for the community on-site sewage disposal systems. Some of this authority is shared with Snohomish County Health District for the individual connections.

APPROVED MANAGEMENT ENTITY

- Required (per WSDOH) public entity to oversee the operation and maintaince of system.

- Can delegate actual work to on-site monitoring firm.

- Presence of approved management entity is an ongoing condition of the operating permit.

ON-SITE MONITORING FIRM:

- To perform the tasks as outlined in this document and report to the HOA and WSDOH regarding the larger on-site sewage disposal systems.

- To communicate in a timely and complete manner with the HOA and WSDOH on any monitoring activities especially repairs or nitrogen issues.

I. DESCRIPTION OF TREATMENT AND DISPOSAL SYSTEMS

A. GENERAL

The community on-site sewage disposal system is divided into four drainfield systems that serve Remington Heights, a 104 single-family residential lot subdivision located at the Monroe Golf Course. The clubhouse restaurant is also connected to Drainfield System 1. The existing house on site may also be connected to Drainfield System 1. The development occupies portions of the golf course with the community drainfield areas located within the golf course fairways. The development is located in Snohomish County, Washington. The Site address is 22110 Old Owen Road, Monroe, WA 98272.

This septic system was designed by D.R. STRONG Consulting Engineers (DRS) in 2004. This manual was written as a portion of the drainfield design by DRS and installed by the STUTH Company.

B. SYSTEM CAPACITY

RESIDENTIAL COMPONENTS

Component	Total Capacity *(gal/day)*	Capacity *(milligram/liter)*
TREATMENT SYSTEM		
Septic Tank individual home 104 homes	 480 gpd 49,920 gpd	
RECIRC. GRAVEL FILTER		
Total Wastewater	52,400 gpd	230 mg/L (BOD)
Total Wastewater Per	13,490 gpd #1	#2,3 &4

Community Drainfield	12,960 gpd #2, 3 & 4	374 mg/L in #1
DRAINFIELD SYSTEM		
Total Wastewater Total Wastewater per Community Drainfield	52,400 gpd 13,490 gpd #1 12,960 gpd #2, 3 & 4	230 mg/L (BOD)

The restaurant is connected to drainfield #1. The restaurant was sized at 2,000 gpd at a BOD of 1,200 mg/L. The existing three bedroom house will also be connected to drainfield #1. The recirculating gravel filter loading rate of 374 mg/L is the blending of the restaurant flows with the residential flows. The restaurant will have a grey and black water stub with grease traps (3,000 gal.) and septic tank (2,000 gal.).

Capacity is a measurement of the septic system's limitation inherent in its construction. "Capacity" of septic systems is measured two ways, one way is the volume of wastewater and the other way is the strength or concentration of material within the wastewater. Exceeding either criterion may lead to the failure of the system.

This septic system is composed of several major components and the capacity of the system is limited by the most restrictive component in the system. The development (104 homes) should not use more than 49,920 gallons total or 480 gallons per day per house in one day. The restaurant should not use more than 2,000 gallons per day.

C. PRIMARY TREATMENT SYSTEMS

The wastewater is discharged from the each home in a 2-inch Class 200 PVC transport line and then joins a 4-inch Schedule-40 common sewer line. Primary treatment of the sewage is achieved in a 1000-gallon double compartment septic tank located at each home.

The primary treatment system was designed to accommodate a peak flow of 480 gpd (four bedroom house) of residential strength sewage. The septic tanks are designed to detain the wastewater to permit the separation of the solids by either settling to the bottom as sludge or floating to the surface as scum. A typical septic tank normally lowers the 5-day biochemical oxygen demand (BOD_5) approximately 60 percent, lowers the total suspended solids (TSS) approximately 70 percent, and removes approximately 90 percent of the oil and grease (O&G) of the inflow. Anaerobic bacteria

normally further digest the accumulated sludge and decompose the organics. Septic tanks usually have little impact on bacteria, nutrients, and viruses in the wastewater.

D. RECIRCULATING GRAVEL FILTER

Recirculating gravel filters are incorporated into the system. These units are for additional treatment of the effluent and nitrogen removal. The recirculating gravel filters were not required due to soil conditions or depth. The recirculating gravel filter is an enhanced treatment unit that additionally treats the effluent before it is pumped to the drainfield. It consists of a mixing tank and the gravel filter. The effluent from the gravel filter flows into the drainfield-dosing tank.

Prior to each mixing tank is a single compartment 1,000 gallon tank. This tank is to be used at this time for sampling purposes for the untreated wastewater. Later this tank may be used for a carbon source or mixing tank if nitrogen reduction is required.

The mixing tank is the first component of a recirculating gravel filter system. The purpose of the mixing tank is to receive septic tank treated effluent from the residences and mix it with treated effluent from the gravel filter. The mixing tank has a pump with timer that regularly doses the gravel filter. The mixing tank is sized to have the effluent pass through the gravel filter a minimum of five to seven times. When the mixing tank reaches a certain level the effluent returning from the gravel filter will bypass the mixing tank and flow to the dosing tank.

The recirculating gravel filter is a secondary treatment device that utilizes physical screening, exposure to air, and biological growth to reduce waste levels in the effluent. The filter media is very coarse sand, which allows good air transfer and area for biological growth. The effluent is evenly distributed to the top of the filter layer then flows by gravity through the sand/gravel layers. After the effluent is treated as it flows through the sand layer it is gathered in a gravel layer in the bottom of the filter. The effluent flows to a recessed pump chamber at the bottom of the gravel layer where it is pumped back to the mixing tank. The effluent then is mixed with the remaining effluent in the mixing tank and either cycled back to the filter or sent to the dosing chamber depending on the levels in the mixing tank.

The effluent that is sent to the dosing chamber meets WSDOH Treatment Standard 2. The Geotechnical Report addresses the nitrogen reduction in the recirculating gravel filter and finds that the resulting effluent will have

little effect on the background levels of nitrogen in the native soils and water tables. This report was based on the original analysis of soils (Type 1, very rapidly draining soils). The soils in the drainfield are actually a Type IIA medium/coarse sand, which will provide further treatment and removal of the nitrogen not accounted for in the Geotechnical Report.

The overflow effluent flows into the dosing chamber. The dosing chamber is a 12,000 gallon (4 – 3,000 gallon linked tanks) single compartment tank. The chamber contains two pumps that are set up to send alternating doses to the drainfield. The pumps are on timers to regulate doses to the drainfield.

1. Mixing Tank

The "mixing tank" consists of four 3000-gallon single compartment tanks all interconnected with 3" diameter pipes near the bottom and mid-level in the tanks. The purpose of the mixing tank system is:

a. To receive untreated effluent from the residences and mix it with treated effluent from the gravel filter. The mixing tank has a pump with timer that regularly doses the gravel filter, a minimum of five to seven times.

b. To allow the return effluent from the recirculating gravel filter to mix with untreated effluent from the residences and to allow the overflow to flow to the drainfield dosing pump chamber. This is accomplished by a 4-inch recirculating ball valve ("Mickey Mouse ball valve"). The recirculating ball valve contains a ball that floats and shuts the 4 inch return line from the recirculating gravel filter, allowing the overflow to go to the drainfield dosing pump chamber. The valve is set to shut at 80 percent of the tank volume.

c. To allow the effluent to recirculate through the gravel filter for an average of five times before overflowing to the drainfield dosing pump chamber.

A normal cycle of the mixing tank is described as follows:

a. The tank normally is full to the eighty percent plus volume level with the recirculating ball valve shut. As long as the On/Off float is in the On position, the dual Goulds WS10BH pumps are activated by the timer and alternately pump effluent to the recirculating gravel filter for 7 minutes, followed by a 23 minute off cycle (total cycle time is 30 minutes). The effluent level drops in the mixing tank and opens the recirculating ball valve.

b. Within the gravel filter the effluent percolates through the filter layers to the bottom where it is collected and flows by gravity to a 3-inch diameter PVC pipe which allows the effluent to flow by gravity back to the mixing tank. The returning effluent flows into the mixing tank and through the recirculating ball valve. The effluent level in the mixing tank rises and closes the recirculating ball valve at 80 percent of the tank volume. If effluent from the septic tanks have entered the mixing tank since the last pump cycle then this return effluent from the gravel filter will flow past the shut recirculating ball valve and into the drainfield dosing pump chamber. After the timer completes the Off cycle, the mixing tank pump turns on and the cycle begins again.

2. Recirculating Gravel Filter

The secondary treatment system consists of one 60' × 67' recirculating gravel filter (drainfield 1) and three 42' × 62' filters (drainfields 2, 3, and 4). The recirculating gravel filter is an enhanced treatment unit that additionally treats the effluent before it is pumped to the drainfield. The gravel filter is a partially buried box that contains three layers: 1) an upper "distribution" layer containing gravelless chambers; 2) a middle filter media layer (similar to "pea gravel") and; 3) a bottom gravel layer. The effluent is pumped into the upper distribution layer through pressure distribution laterals. The distribution layer is comprised of 1-1/4 inch PVC laterals within gravelless trenches (Infiltrator™) which spreads the effluent evenly across the middle filter media layer. Each lateral has a cleanout at the distal end to aid in troubleshooting and maintenance. The gravel filter provides additional biodegradation or decomposition of the wastewater constituents by bring the wastewater into close contact with a well developed aerobic biological community attached to the surfaces of the filter media. The biological material is then decomposed by the bacteria in the filter media. The bottom layer of gravel facilitates the collection of the treated effluent which flows by gravity back to the mixing tank.

Recirculating gravel filter treatment design capacity is limited by the wastewater quantity and strength of the wastewater.

E. DRAINFIELD DOSING PUMP CHAMBER

The effluent from the recirculating gravel filter mixing tank, after its typical five cycles through the gravel filter, flows by gravity to the drainfield dosing pump chamber. The drainfield dosing pump chamber consists of four - one compartment 3000-gallon tanks for each community tank farm. There are two Goulds WE10H pumps for community drainfield #1 alternating, delivering 307-gallon doses of the treated effluent through 3-inch transport

lines to the three active drainfield lobes. There are two Goulds WE15H pumps for community drainfields #2, 3 and 4 alternating and delivering 360-gallon doses of the treated effluent through 3-inch transport lines to the three active drainfield lobes.

F. DRAINFIELD SYSTEM

1. Primary Drainfield System

This drainfield system was designed by DRS and installed by the STUTH Company in 2004. It consists of three sublobes within 3 lobes (A, B and C), any two lobes of which may be active while the third lobe (a constructed reserve drainfield lobe) is resting.

The community drainfield consists of four drainfield areas each containing three lobes, any two of which are sized to accommodate the daily effluent flow. Three drainfield trench sub-lobes make up Lobe "A," three drainfield trench sub-lobes make up Lobe "B," and three drainfield trench sub-lobes make up Lobe "C." Drainfield #1, #2, #3 and #4 have a total of 5625, 5400, 5400 and 5400 lineal feet of drainfield trench respectively.

On a four month rotating basis the effluent in the primary drainfield system will be distributed to two lobes while one lobe rests and rejuvenates. This provides a recovery period for each lobe and operational flexibility in case mechanical difficulties develop. The effluent in the drainfield dosing tank is pumped to the two active lobes as follows: there are two pumps which alternate and each pump is connected to valve "tree" located near the southeast corner of the primary drainfield. Within this valve box are four mechanical valves which the drainfield maintenance management staff must manually rotated every four months to direct the flow to two active lobes. Thus the two pumps and four mechanical valves provide a mechanism to distribute the effluent on a rotating basis to two lobes. A schematic diagram of the valve system is depicted on Sheet 8 of the as-built plans.

Within each lobe the effluent is distributed to three foot wide laterals (typ.) The drainfield trenches were constructed by digging five 3-foot wide trenches approximately 2 feet deep and 120-feet long.

The drainfield lines are 1.25-inch diameter PVC pipes with 3/16-inch diameter orifices spaced 5-feet apart. The drainfield lines have monitoring ports installed to look into the Infiltrators®, lateral end cleanout risers, and a valve box access to the pressure adjusting valves at the lateral ends.

The pressurized septic system is intended to evenly spread effluent over an entire drainfield area. The system has been pressure tested and it had 28" to 30" of residual head.

The septic drainfield treats and returns the effluent to the groundwater. The soil in the drainfield treats the effluent by both bacteriological decomposition and physical filtering. The effluent normally receives adequate treatment after only two feet of vertical movement through the soil. The residual effluent water is either percolates to the groundwater or enters the atmosphere as water vapor via evapotranspiration through the plants.

II DAILY OPERATIONAL LIMITS

On-site sewage disposal is dependent upon healthy biological colonies in the soil of the drainfield and in the septic tank. The following day to day operating guidelines must be followed:

A. ALL home OCCUPANTS

Do not dispose of non-biodegradable materials or hazardous wastes into toilets or sinks. Appropriate alternative disposal receptacles need to be available and their use encouraged.

III. MAINTENANCE AND INSPECTION

Periodic inspections shall be conducted by a certified operation specalist ("O&M Manager") under contract with Remington Heights to ascertain the efficiency of operation, the general condition of the disposal system. The O&M Manager reports to the HOA and to the Snohomish County Health District (SCHD).

A. SAFETY

1. Manholes:

When a manhole cover is removed during business hours a ten-foot wide safety zone around all open manholes shall be established and continually monitored, to prevent the public from entering the zone. Septic vacuum truck work should preferably be avoided during peak business hours.

Entering a septic or pump tank is hazardous and should never be attempted by an unqualified technician. Only a qualified technician familiar with the safety regulations of Federal, State

and local agencies should enter a septic or pump tank, and only after proper ventilation and with proper safety equipment and practices in place. The confined spaces of these tanks may contain gases which could be explosive, toxic or cause asphyxiation. Use extreme caution when working with electrical devices among these tanks and disconnect pump and controls from power source before handling as necessary to avoid electrical sparks.

2. Electrical Panels:

A similar safety zone shall be established around open electrical panels. Maintenance work should not be performed on an energized circuit or panel. Wiring diagrams for all pump control panels can be found inside the front door of the panel.

3. Effluent Breakout:

If effluent comes to the surface ('breakout'), appropriate health measures shall be taken immediately. Measures shall include turning off the flow of effluent to the affected drainfield, establishing a barrier around the effluent breakout, spreading lime over the breakout area, and contacting both the SCHD and the O&M Manager.

B. FIRST YEAR OF OPERATION

The following community system components shall be inspected quarterly by the O&M Manager:

a) Pump Chamber and Pumps;
b) Alarm and Control Equipment;
c) Drainfield Areas (rotate the lobes semi-annually);
d) Effluent Quality Testing

Procedures to follow and analysis of the results follow.

The pump hour-run meters and pump/valve cycle counters shall be recorded quarterly by the O&M Manager. The houses are served by a public water system and monthly water uses shall be obtained from the water provider.

C. SECOND AND SUBSEQUENT YEARS OF OPERATION

Twice-annual inspections shall be conducted by the O&M Manager at regularly spaced intervals (two inspections per year). The pump hour-run meters, event counters and water meters shall still be read quarterly on the first day of the quarter. The following components shall be inspected:

a) Pump Chamber and Pumps;
b) Alarm and Control Equipment;
c) Drainfield Areas

Procedures to follow and analysis of the results follow.

D. ANNUAL REQUIREMENTS

1. Septic Tanks, and Pump Chambers

Individual Residences and Restaurant

Annually the sludge and scum accumulations shall be measured by the O&M Manager in each septic tank, grease trap, and pump chamber and the condition/operation of the inlet/outlet tees shall be inspected. Recommendation for pumping shall be made by the O&M Manager to the owner if necessary. These results shall be reported to the HOA and SCHD.

2. Annual Report

Annually, prior to July 31, a report shall be prepared by the O&M Manager of inspection results, water consumption, effluent quality samples, and recommendations for future operation. Copies shall be provided to the WSDOH, to SCHD, and the HOA.

E. PROCEDURES FOR INSPECTIONS

1. Water Meter Readings

Obtain the monthly water meter readings from the water provider.

2. Drainfields

a) Perform a visual inspection of the drainfield lobes for standing water, cuts, breakout of effluent, and in dry weather for unusual vegetation growth over or near drainfield lines.

b) The O & M Manager should record the effluent levels in the monitoring ports before performing the operational check of the pumps.

c) If any problems occur, determine and correct the cause. Problems include such things as broken or loose pipes, surfacing effluent, or ponding effluent within an Infiltrator.

3. Pump Control Panel and Power Failure Alarm

a) Visual Inspection:

CAUTION: Do not perform any work on live electrical equipment.

Perform a visual inspection of control and alarm equipment for loose or damaged equipment. Check for condensation in alarm panels.

b) Test Alarm:

Turn off power to the pumps and control panel by opening the circuit breaker, and ensure that the Power Failure Alarm functions.

c) Record Hour-Run and Event Counter Readings:

4. Pump Chamber

a) Visual Inspection:

Open the manhole cover carefully, avoid introducing foreign objects (such as rocks or tools) into the tank. Perform a visual inspection of the pump chamber for loose or broken equipment. Look for scum or grease accumulation in the tank.

b) Pump and Alarm Control Float Testing:

By using a rod, lift the various control floats to ensure proper operation of all controls and alarms. Ensure the following float controls are functional:

i. Both Pumps On;
ii. High Water Level Alarm.
iii. Pump On;
iv. Pump Off;

c) Effluent Quality Samples:

During the first year of operation, samples will be taken quarterly by the O & M Manager and analyzed for BOD_5, total suspended solids and total oils and grease. Sampling in subsequent years will occur twice yearly at regular intervals.

F. ANALYSIS OF INSPECTION RESULTS AND RECOMMENDED RESPONSES

1. Drainfield Hydraulic Loading

The bottom of the four monitoring ports in each of the drainfield lobes should normally be dry. As the system ages and if the water use increases to the maximum peak daily loading rates, water could be found standing in the monitoring ports. If this water level continues to increase in depth over time, water use must be reduced immediately. If only one monitoring port has water or the lower elevation monitoring ports has water, the ball valves *may* be adjusted to ensure equal distribution in the drainfield.

If the drainfield hydraulic loading capacity is exceeded, the owner shall take immediate remedial and corrective action. Examples of remedial action include:

- Checking for water leaks;
- Reducing water consumption; and
- Renewed training for all involved parties in water conservation.

Compare the water meter readings with the pump hour-run meter readings and the event counter readings. Evaluate for hydraulic loading of the drainfields.

The hydraulic loading is normally evaluated by the O & M Manager and as needed the owner will be advised of the loading. For the benefit of others, an example of drainfield hydraulic loading, based upon water meter readings follows:

EXAMPLE:

Calculate the hydraulic loading on the drainfields by computing the volume of water used on a daily basis as in the following hypothetical example of the Remington Plat:

Master Water Meter (All water meters read in cubic feet)
Current read: 3324.50 Read on November 1
Prior reading: 3251.45 Read on October 1 (31 days)
73.05

Irrigation Water Meter (if installed)
Current read: 120.00 Read on November 1
Prior reading: 110.00 Read on October 1
10.00

Net Water Usage to the Septic System
73.05
10.00
63.05 hundreds of cubic feet

x 7.48 gal/cf x 100 = 47161.4 gallons in 31 days

Divide by number of days elapsed = 1,521 gallons per day

This system capacity was designed for 4,640 gallons/day (System "A"), therefore the demonstrated usage is within the design hydraulic loading.

Compare the sand filter pump hour-run meters with the estimated the wastewater loading from the water meter reading as in the following example:

Pump #1 Hour-Run Meter:
Current read: 45.17 Read on November 1
Prior reading: 45.0 Read on October 1
0.17 Hrs run

Pump #2 Hour-Run Meter:
Current read: 45.16 Read on November 1
Prior reading: 45.0 Read on October 1
0.16 Hrs run

Total hrs-run = 0.33 hours (Note similar hrs-run on each pump)

Formula:
(Pump pumping rate)*(Time ran) = Volume pumped

Example:
(103 gal/min)*(60 min/hr)*(0.33 hrs) = 2039 gallons

This pumped volume is similar to the water meter usage calculation.

2. Drainfield Biologic Loading

The biologic loading is a mathematical function of both the effluent strength and the quantity of effluent. The design engineer recommends a maximum organic loading of 230 milligrams per liter of BOD_5, a maximum total suspended solids of 150 mg/l, and a maximum total oils and grease of 25 mg/l. The following loading rates are based upon a hypothetical design hydraulic loading capacity of 4,640 gpd.

DAILY TOTAL DRAINFIELD LOADING RATES:

	(lbs/day)
BOD Organics	8.9
Total Suspended Solids	5.8
Oil & Grease	1.0

It shall be these total loading rates on the drainfield which shall be tracked to monitor the biologic loading on the drainfield. The annual accumulated biological loading shall not exceed:

ANNUAL DRAINFIELD LOADING RATES:

	(lbs/yr)
BOD Organics	3,250
Total Suspended Solids	2,120
Oil & Grease	353

The threshold for the effluent quality analysis shall be 80 percent of the maximum, 185 mg/l of BOD_5, 120 mg/l of Total Suspended Solids, and 20 mg/l of Total Oil and Grease, as measured in the pump chamber.

(a) If one sample indicates that drainfield loading is exceeding the threshold, an evaluation must be made to determine the cause. Another sample must be taken immediately, a report

in writing must be made to the Health District, and further evaluation is to be conducted.

(b) If a three month running average is projected to exceed a threshold, the Health District shall be notified, the homeownser association shall inform the residents to review their water use, and additional samples shall be taken.

(c) If a three month running average during a year exceeds a threshold, resulting in a projected annual accumulation exceeding 80 percent of the design annual accumulation, the Health District shall be notified. The homeowners association and maintaince manager shall review individual water use records and hour run meters for the individual residences to determine flow abusers. Weekly effluent samples shall be taken until two consecutive samples show the drainfield loading to be below threshold(s).

The formula for computing the biologic loading is:

$$\text{(strength in mg/l)} \times \frac{\text{(8.34 lbs/million gallons)}}{\text{(1 mg/l)}} \times \frac{\text{(actual gal/day)}}{\text{(1 million gallons)}} = \text{lbs/day}$$

Therefore, if the BOD laboratory result is 200 mg/l and Remington has been using 2,050 gallons/day, the biologic loading of BOD is:

(200 mg/l) x (8.34) x (2050 gal/day)/(1,000,000) = 3.42 lbs/day

IV EMERGENCY SITUATIONS

A. EMERGENCY RESPONSE PROCEDURE

1. Notify the following people of the nature and extent of the situation:

   a. Designer/O&M Manager;
   b. Snohomish County Environmental Health Division; and
   c. Installer
   d. The Homeowners Association

   See Emergency Response Sheet for names and telephone numbers.

2. Submit a report to the SCHD stating the apparent cause of the failure and/or malfunction.

3. Find and correct the cause. Restore the system or its components promptly so service can be reinstated to the users.

4. If the system cannot be operated manually or repairs accomplished within one day, Remington shall take the necessary steps to reduce the wastewater load as low as possible on the remaining active drainfield lobe by such steps as:

   a. Partial or total pumping of effluent from the pump chamber or septic tank off-site by use of a septic tank pumping service.
   b. Alerting the residences to stop any extraneous water use.

5. Notify the SCHD in writing when the situation has been corrected. Detail the measures used to correct the problems.

B. Electrical Power Failure or Pump Failure

If there is a power failure or pump failure during business hours for an extended time period (3 - 4 hours), while the power is still out:

1. Place the drainfield pump system at the drainfield pump chamber in manual operation by changing the two Hand-Off-Automatic (H-O-A) switches to the "Off" position.

When the electrical power is restored:

1. At the drainfield dosing tanks turn on pump #1 by rotating the H-O-A switch to the "Hand" position for one manual dose volume to one sub-lobe for a period of 3 minutes.

Pump Model	Pump Rate	Dose Size	**Run Time**
Goulds WE15 (3885)	≈ 96 gpm	322 gallons	≈ 3.3 min.

Pump rate is from the original pump installation pump tests conducted during the As-Built inspection in May 1998.

3. Turn pump #2's H-O-A switch to the "Automatic" position and:

   (a) If the circuit does not close and the pump does not begin to run (the hour-run meter will be turning), put both H-O-A switches in the "Automatic " position and the restart process is complete.

(b) If the circuit closes and the pump begins to run (the hour-run meter will be turning) turn the H-O-A switch momentarily to "Off" then turn it to the "Hand" position for one manual dose volume to one sub-lobe for a period of 3 minutes. Repeat step #3 above for pump #1.

Additional reserve is designed in the individual pump chambers (one day minimum) and drainfield dosing tanks (18 hour minimum).

V. INSPECTION RECORD PROCEDURES

Records shall be kept of all inspections, monitoring, water usage, laboratory analysis, work performed, and conditions found throughout the system. A sample form is enclosed in Appendix "C".

An annual report summarizing the prior year's activity is required for submittal to the WSDOH, SCHD, and HOA. This report shall contain an executive summary of the previous years' activities, a summary of the maintenance observations, and effluent quality laboratory results. Specific attention shall be provided to drainfield hydraulic and biologic loading. Recommendations for subsequent years for immediate maintenance action and subsequent maintenance activity, shall be included. Copies of all inspection records shall be included, along with unanticipated maintenance and repair reports.

VI. NITROGEN TESTING

Nitrates are being monitored for this system as a special concern. The nitrate concern was established as part of the plat approval process and nitrates will be monitored for the life of the on-site sewage disposal system. The following will outline the testing and reaction program for this nitrogen testing.

A. NITROGEN TESTING

For the first five years (or a minimum of two years after 95% build-out of plat whichever is longer) samples shall be taken on a quarterly basis. At the end of this period the sampling period may be increased if there are no issues with the previous results and with the concurrance of WSDOH. The samples will be taken by the O and M monitoring firm for the on-site sewage disposal system and analyzed by a Washington State certified laboratory. The samples will be taken at the following locations:

- 1000 gallon sampling tanks at larger on-site systems (4 locations).

- Pump chamber from the restaurant to the larger on-site system (1 location).

- Dosing chambers to the larger on-site systems (4 locations).

- Monitor wells as shown on the as-built plans (7 locations).

The monitor wells will have initial nitrate readings taken prior to the on-site sewage disposal systems being used. These readings will be submitted to WSDOH within 30 days of the completion of the LOSS. These readings will serve as the baseline for determining future treatment performance critieria. Afterward sampling results are due on the following schedule: June 30, September 30, December 31, and March 31.

The results will be reported to the O and M monitoring firm who will be responsible for the keeping of the records. The sample results will be submitted to WSDOH on a quarterly basis. The O and M monitoring firm will compare and plot the results with the previous results to note any increases in the nitrate levels.

The threshhold for nitrate levels is that if the groundwater nitrate levels increase above 2 mg/l in any one year period then the following corrective actions are to be taken.

B. NITROGEN CORRECTIVE ACTIONS.

Increases in levels that are abnormal with the previous observed data or meeting 90% of the threshhold increase level shall cause a second sample to be obtained. Confirmation of higher levels shall cause the following investigative measures:

- Compare the increase in levels to the samples taken for the on-site sewage disposal system for corresponding increases.

- Review golf course (fertilizer plans records kept by O and M monitoring firm) and homeowner fertilizing patterns over the last quarter.

- Take samples monthly over the next three months to establish if this was a isolated reading.

If it is found that the nitrates have met the 90% threshhold levels at the monitor wells:

- Change (reduce) homeowner and golf course fertilizing procedures.
- Further educate users of nitrogen reducing measures.
- Continue monthly sampling to estblish if measures are taking effect for a period of three months.

Based on the gathered data the on-site sewage disposal system monitoring data will be evaluated by WSDOH, the design engineer, and the O and M monitoring firm. If it is evident that there is minimal contributions by the on-site sewage disposal treatment system to the increased nitrogen levels by all three entities then no further action will be taken in regard to the on-site sewage disposal system other than to continue the monitoring program. Action will be taken by the HOA including potential reducing or banning fertilizing of the private homes and golf course.

If the nitrate levels continue to increase and it cannot be proven that the on-site sewage disposal systems are not a contributing factor then a nitrogen removal system will be designed with the proper flows and sample results used to design the correct type and size of system by the system engineer immediately and shall be installed utilizing the HOA on-site sewage disposal system reserve funds and/or special levys as outlined in the HOA documents as necessary.

APPENDICES

APPENDIX "A" - APPROVED PERMITS AND PLANS

A-1 APPROVED PERMIT

A-2 AS-BUILT APPROVAL AND APPROVAL CONDITIONS

A-3 EASEMENTS FOR THE PRIMARY DRAINFIELD

A-4 AS-BUILT SYSTEM PLANS

APPENDIX "B" - EQUIPMENT, PRODUCT & MAINTENANCE LITERATURE

B-1 SAMPLE INSPECTION CHECK SHEET

DRAINFIELD INSPECTION DATA

Inspected By: _____ Date: _____

Record Water Meter Readings: : _____

Record Irrigation Meters: _____ _____

Inspection of Drainfield Pump Chamber (Sludge or silt present ?)

First Compartment		Second Compartment	
Liquid Level:	_____	Liquid Level:	_____
Scum Depth:	_____	Scum Depth:	_____
Sludge Depth:	_____	Sludge Depth:	_____
	_____		_____

Alignment of Drainfield System Valves: "A" "B"

	11	12	13	14	21	22	23	24	Active Sub-Lobes
Upon Arrival:									
Upon Departure:									

Note: "O" = Open and "C" = Closed

Drainfield Pumps:	Hours	Cycles
Pump # 1 :	hrs	Cycles
Pump # 2 :	hrs	Cycles

Drainfield Lobe Monitoring Ports:	1A1	1A2	1A3	2A1	2A2	2A3	1B1	1B2	1B3	2B1	2B2	2B3	1C1	1C2	2C1	2C2
System "A"																
System "B"																

Effluent Samples:

BOD: _____ (230 mg/L Max.)
TSS: _____ (160 mg/L Max.)
Grease & Oil: _____ (25 mg/L Max.)

Comments: _____

_____

_____

APPENDIX "A"

APPROVED PERMITS AND PLANS

A.1 APPROVED PERMIT
A.2 AS-BUILT APPROVAL AND APPROVAL CONDITIONS
A.3 EASEMENTS FOR THE PRIMARY DRAINFIELD
A.4 AS-BUILT SYSTEM PLANS

APPENDIX "B"

EQUIPMENT, PRODUCT & MAINTENANCE LITERATURE

EMERGENCY RESPONSE

Emergency Response Procedures and Electrical Power Failure

See Section IV, Page 18

Contact Personnel:

Owner:

Design Engineer:
D. R. STRONG Consulting Engineers, Inc.
10604 NE 38th Place, Suite 101
Kirkland, WA 98033
(425) 827-3063
(Dave Jensen - Design)

Snohomish County Health District:

On-Site Monitoring Firm
Aqua Test
P O Box 1116
Black Diamond WA 98010-1116
(425) 432-9360
Matt Lee

Drainfield Installer:
The STUTH Company
P O Box 950
Maple Valley WA 98032
(425) 255-3546
(Bill Stuth, Jr.)

EXHIBIT B
LOSS Management and Maintenance Guidelines

The following Large On-Site Sewage System (LOSS) Management and Maintenance Guidelines set forth the minimum provisions for compliance with the management plan requirements outlined in WAC 246-272-08001(2)(a)(vi.).

****

A. **Definitions:** In addition to those definitions set forth in WAC 246-272 01001, and by this reference made a part hereof, the following terms shall have the meaning indicated:

(1) "Developer" — Any person who proposes or intends to develop a subdivision or multiple housing unit project to be served by a Large On-Site Sewage System as defined in WAC 246-272 01001, or the heirs, successors or assigns of such person.

(2) "Purchaser" — Any person who purchases one or more units in a subdivision or multiple housing unit projects from a developer as herein defined, or the heirs, successors or assigns of such person.

(3) "Management" — Any person who forms and operates an on-site waste management system for the purposes of and under the provisions of these guidelines, or the successors or assigns of such person.

B. **Management — Eligible Persons:** Management systems may be formed by county government through the County Services Act (Chapter 36.94 RCW), or through any appropriate agency or department of county government; by a city or town operating a sewage utility; by a metropolitan municipal corporation operating a sewage utility; by a sewer district; or by a water district or public utility district operating a sewer utility. In addition, special management corporations (see section H) may be organized to serve as management systems, subject to the special provisions of these guidelines.

C. **Continuity:** Once established, the management system must continue to function until all on-site sewage systems under its management have been abandoned and the dwelling units or other buildings served by such on-site systems have been connected to a permanent sewer system.

D. **Existing Statutes, Rules and Regulations, etc. — Conflict:** The waste management system must be set up in conformance with existing statutes and the rules and regulations of any applicable regulatory agencies. Any portions of these guidelines in conflict with statutes limiting the authority of any management will not be applicable; however, management may be required to find a substitute for the non-applicable requirement.

E. **Management System Contract:** The management system shall operate through a contract between management and developer. The contract must contain a complete description of all duties, obligations, and commitment of management, developer, and purchaser; a description of all maintenance and operations requirements, and, otherwise, all of the elements set forth in these guidelines.

The contract must provide:

(1) Agreement by management to provide maintenance and operation of on-site sewerage systems, provide surveillance of functioning of on-site sewerage systems, keep records, collect fees, disburse funds, and perform all other duties set forth in these guidelines as may be assigned to management.

(2) Agreement by developer that, when selling property, as a condition of sale he will require the contract of sale to include a clause wherein the purchaser agrees to conform with the provisions of the management system contract relating to purchasers' rights and obligations.

(3) That developer will agree to provide each purchaser a full and complete copy of the management system contract prior to purchaser's signing of purchase contract.

(4) That, in the event the developer retains possession of property on which an on-site sewerage system is operated, the developer's obligations will include those of a purchaser with respect to that property.

(5) Means of making amendments, additions, or deletions by mutual agreement of management, developer, and purchaser.

(6) The right of management to contract with public or private agencies for labor and other services.

(7) That management shall employ competent personnel familiar with the maintenance and operation of the types of on-site sewerage systems under its management.

(8) An identification of the location in the sewerage system serving any building or group of buildings beyond which management will exercise its responsibilities (e.g. "five feet outside of the building", or "commencing at the influent to the first treatment unit").

F. **Management responsibilities**. Financial arrangements will include the following considerations:

(1) An accounting and audit system in accordance with any applicable statutes.

(2) A standard maintenance and operation fee.

(3) Connection fees for initial installation of on-site sewerage systems.

(4) Establishment of an emergency fund.

(5) Preparation of a rate structure for various services that may be entailed beyond routine operation and maintenance due to variations in on-site sewerage systems being serviced.

(6) Permit billing purchaser for any routine repair work or emergency work or modifications undertaken on behalf of purchaser's installation to cover costs of materials and labor.

(7) Set maximum and minimum limits to funds on hand and establish method of rate adjustment to maintain accumulated funds within established limits.

(8) Allow for the collection of delinquent payments through property lien or other acceptable method.

(9) Establish a method of final disbursement of funds at such time as the management system is dissolved.

G. **Maintenance and Operation — Management and Purchaser:** Maintenance and operation procedures shall be prepared as may be best suited to the nature of

the on-site sewerage systems for which management will be responsible, but in any case will include at least the following considerations:

(1) **Routine Work:**
   a. Periodic inspection of facilities to ascertain efficiency of operation and general condition of equipment.
   b. Recordkeeping of inspections, work done, conditions found, etc.
   c. Obtaining and renewing operating permits and any associated reporting requirements.
   d. Pumping of septic tanks or other storage tanks.
   e. Maintenance of motors, pumps, etc.
   f. Replacement or repairs of work or damaged equipment.

(2) **Emergency Work:**
   a. Determining cause of any major breakdown or of any essentially complete failure of any on-site sewerage system to function as designed.
   b. Make repairs or replacements or modifications of design as required to restore functioning of system.
   c. In the event or irreparable failure of system to meet design requirements, work with purchaser and regulatory agencies to prepare and install substitute system.

(3) **Right to Enter on Purchaser's Property:** Management shall have the right to enter upon purchaser's property to perform routine inspections or work and to respond to emergency conditions, provided that:
   a. Entry on purchaser's property shall be at reasonable hours and as nearly as possible during times that will create the least disturbance to purchaser.
   b. When necessary to enter on purchaser's property, inspections or whatever work is required will be accomplished without undue delay and insofar as possible without unnecessary interruptions.

(4) **Purchaser's Right to Perform Work:** Except in the event of an emergency that demands immediate action, purchaser shall be permitted to perform all repairs, replacements and other major work than routine maintenance and operation. If purchaser elects to perform such work, it shall be under the following conditions:
   a. Design, materials, work to be performed, and time for completion shall be as directed by management.
   b. Cost of labor and materials shall be borne by purchaser.

c. Completed work shall be inspected and approved in writing by management before being placed in service.

d. Management may correct any improper construction performed by purchaser or require purchaser to make such corrections, and may complete any work not finished by purchaser within the time limit set by management, and may bill purchaser for all labor and materials.

(5) **Restoration:** Whenever work is performed by management on purchaser's property, management will restore all paving, planting, and other features of purchaser's property to its original condition as nearly as possible.

H. **Special Management Corporation:** In the event no public corporation such as a county agency, city or sewer district, etc., is able or willing to serve in a management capacity, a special private corporation may be established to serve this purpose. In addition to meeting the foregoing criteria and requirements, such a corporation must meet the following conditions:

(1) It must be incorporated.

(2) It must have elected officers.

(3) It must have a constitution and by-laws.

(4) There must be financial solvency on a continuous basis through a method of financing construction, maintenance, operation and emergency work related to the sewerage system to the exclusion of whatever other obligations the corporation may assume in other fields. Rates must be set at a level, which will provide ample funds for all sewerage operation and maintenance costs and cover emergencies as they occur.

(5) There must be permanency; i.e., the corporation must be continuously in operation with regard to its sewerage activities so long as there is a need for such management service. There must be built into the organization a stated purpose to eventually shift its sewerage responsibilities to a sewer district, either existing or to be formed for the purpose, or to another type of municipal corporation operating a sewerage system (when available).

(6) There must be some named organization, acceptable to the regulatory agencies, to which control and operation of the management corporation will

pass in trusteeship in the event that no persons are willing to serve as officers of the corporation.

(7) Funds collected for sewerage purposes must be kept in an account to be used for the sole purpose of carrying out the functions of the sewerage management system.

(8) There should be lien powers to assure the collection of delinquent sewerage debts, and provision for adjustment of rates from time to time to meet the costs of operation.

(9) In the event the corporation is initially run by a board of trustees, provision should be made for an election of corporate officers at the first annual meeting and transfer of control from the initial trustees to the newly elected board of trustees or corporate officers. Membership of these groups should be from among the residents of the community served.

a. Elections may be delayed beyond the first annual meeting until at least some stated number of voters are actually resident in the community.

b. Voters should be bona fide residents of the community as opposed to speculators owning property but not residing in the community.

c. The intent of this section is to assure control of the management system passing to the residents of the community as soon as possible.

(10) There must be assurance of good communication between the corporate leadership and the resident population. There must be adequate notice of meetings, positive service of such notice, and meetings must be held at times and places convenient to the residents and adequate space provided.

I. **Approval of Management System:** In accordance with the provisions of WAC 246-272-08001(2)(a) vi – For *all* new LOSS (or at the discretion of the Department for any existing LOSS repairs, modifications or expansions), a *management plan* addressing items outlined in sections A through F must be included in an engineering report and the report must be approved by the Department prior to construction.

EXHIBIT C

GOLF COURSE FERTILIZER PLAN

December 8, 1999
Project No. KB99741A

Huckell/Weinman Associates, Inc.
205 Lake Street South, Suite 202
Kirkland, Washington 98033

Attention: Mike Blumen

Subject: Ramar Estates Golf Course Fertilizer Management

Dear Mike:

Beak Consultants Incorporated (December 23, 1996) had prepared a preliminary golf course fertilizer plan and an analysis of that plan in order to estimate the resulting nitrate-nitrogen influence on the ground water under the Ramar Estates Golf Course near Monroe, Washington. That letter recommended a fertilizer application procedure and monitoring to limit the influence to a change of under 2.0 mg/L nitrate-nitrogen (NO_3-N) above background. As you know, the December 23, 1996 letter was prepared by my staff when I was project manager for the Ramar Estates project at Beak Consultants Incorporated.

Associated Earth Sciences, Inc. (AESI) has been requested to re-evaluate that preliminary plan in light of the current Ramar Estates (and golf course) proposal, and prepare a final plan. To do so, we consulted with Mr. Chuck Lindsey at GeoEngineers to discuss the current golf course and septic drainfield layout, the golf course management area sizes, and existing monitoring well locations (C. Lindsey, personal communication, December 7, 1999). Based on the discussion with Mr. Lindsey, the approximate sizes of the various golf course management areas remain unchanged from the December 23, 1996 preliminary plan. Therefore, the water balance and estimated nitrate-nitrogen influence on ground water remain unchanged as valid forecasts.

Water Balance and Nitrate-Nitrogen Forecast

A water balance was prepared in December 1996, using a spreadsheet model with the following inputs. The average annual rainfall at the Monroe gauging station is 48.6 inches. The potential evapotranspiration was calculated using the Blaney-Criddle Method based upon

rain gauge and temperature data from the Monroe gauge. The existing nine-hole golf course is approximately 1,555,000 square feet, ultimately being reduced to approximately 900,000 square feet. The fairways are fertilized twice per year with approximately 4,500 pounds of 25 percent nitrogen fertilizer. The greens are treated four times per year with approximately 900 pounds per year (lbs/yr) of 14 percent nitrogen. The total amount of nitrogen as applied is 1,250 lbs/yr or an average of 3.43 lbs/day. The nitrogen from the fertilizer was estimated to be 876 lbs/yr assuming an estimated 70 percent of the total, leaching from the applied fertilizer and residual clippings. This assumption is considered to be a very high estimate of available nitrogen (Petrovic, 1990), but in view of the age of the site, over 25 years of use as a golf course, more of the nitrogen applied may be available to be leached. From the water balance and the estimated loading from fertilizer, the NO_3-N concentration in the water seeping from and below the golf course was calculated to be 3.44 mg/L. This is the calculated concentration in seepage prior to mixing with the ground water. The estimate is reasonably consistent with reported NO_3-N concentrations of 3 to 4 mg/L in monitoring wells around the site. Over-irrigation would tend to increase the leaching of NO_3-N to ground water, but also would tend to increase dilution within the ground water, and was not included in the simple spreadsheet model. This, along with the high estimates of nitrogen available for leaching, represent major simplifying assumptions for the forecast that was compiled in 1996. However, given the reasonable match to existing ground water measurements for NO_3-N, no greater level of accuracy is necessary to recommend a lowered fertilization rate from that previously employed, particularly when ground water monitoring for NO_3-N is included for adaptive fertilization management of the golf course.

Recommended Initial Fertilization Rates for the Reconfigured Golf Course

The preliminary 1996 fertilization plan was based upon information obtained from a survey of local Puget Sound area golf courses conducted during the summer of 1994. The following general characteristics were common practice in local golf course management (Local Golf Course Survey, Beak Consultants Incorporated, 1995).

- Fertilizer applied to greens and tees is applied at a "light frequency" every 2 to 3 weeks to maximize turf uptake of the fertilizer product.
- Fairways were fertilized from the spring through fall, and not on a year-round basis (avoiding the season of heaviest leaching from rainfall that is coincident with the non-growing season).
- Fertilizer was applied at the following range of rates to the various management areas:
  - Tees: 5 to12 lbs/1,000 ft^2/yr
  - Greens: 2 to 12 lbs/1,000 ft^2/yr
  - Fairways: 2 to 12 lbs/1,000 ft^2/yr
  - Roughs: 0 to 4 lbs/1,000 ft^2/yr

A recommended maintenance fertilization schedule for nitrogen was developed for the golf course (reduced in size of the course to 900,000 square feet) using the lower end of the surveyed range of applications (Table 1). The lower end of the range was established as prudent given that recharge to the ground water under the golf course is dominated by rainfall through the golf course, golf course irrigation, and septic drainfield contributions from the residential development at Ramar Estates. This fertilization schedule should be considered as a starting point, which could be adapted up or down as determined by subsequent ground water NO_3-N monitoring to establish the actual influence.

Table 1
Initial Recommended Fertilization Schedule

Element	Area (square feet)	Application Rate (lbs N/1,000 ft^2)	No./Year	Annual Rate (lbs N/1,000 ft^2/yr)	Total lbs. N
Roughs	450,000	0	0	0	0
Fairways	414,000	0.5	3	1.5	620
Greens/Tees	36,000	0.2	10	2.0	70

The fertilizer application distribution would be variable depending upon the local weather each year, but on an average basis would be expected to follow the pattern shown in Table 2. The important element of the application distribution is avoidance of fertilizer use during the wettest months (January through March) coincident with the lowest turf growth. The fertilization plan success would not preclude modifying the distribution based on weather, experience, or results of the ground water NO_3-N monitoring program.

Table 2
Seasonal Pattern of Fertilizer Application

Month	Percent of Annual Total
January	0
February	0
March	0
April	15
May	20
June	10
July	5
August	5
September	15
October	10
November	10
December	10

Anticipated Ground Water NO_3-N Concentrations Resulting from the Initial Fertilization Rates

Fertilizer nitrogen reaching the ground water was estimated to total approximately 350 lbs/yr. That figure assumes that an estimated 50 percent of the total fertilizer applied will leach from the soil and residual clippings. It is likely that the actual amount that will leach will be less and therefore that this assumption is very conservative (Petrovic, 1990). From the water balance and the estimated loading from fertilizer under the initial application rates, the nitrate-nitrogen concentration in the water seeping from and below the golf course was calculated to be 2.4 mg/L. This is the calculated concentration in seepage resulting from rainfall and irrigation on the estimated 900,000 square feet of golf course immediately prior to mixing with the ground water. The background NO_3-N (uninfluenced by septic or golf course) in the ground water ranges from 0.5 to about 1.2 mg/L.

Ground Water NO_3-N Monitoring as an Adaptive Management Tool

As previously indicated, the timing of fertilizer application, avoidance of over-watering, and fertilizer formulations all play important roles in preventing leaching, in combination with control of fertilizer application amounts. Thus, the main emphasis of the plan is less on how much is applied at the surface and more on being aware of how much influence fertilization is having on ground water NO_3-N concentrations. NO_3-N that reaches ground water is a waste of the fertilizer product, since it is ineffective in reaching the turf and promoting growth and vigor. Inexpensive monitoring of ground water nitrogen is proposed so that golf course management has the information needed to maximize nitrogen uptake, minimize wasted product, and make fertilization most cost-effective. This program could be combined with periodic soil testing by the Soil Conservation Service or similar service to determine fertilization product requirements for optimal growth, but soil testing is not an essential element of this plan.

Ground water monitoring would consist of tri-annual (every 4 months) monitoring for a period of 2 years after the renovated golf course opens, followed by annual (every 12 months) monitoring for 2 additional years. The minimum monitoring duration would be 4 years. During that time, the golf course would maintain records of its fertilization and irrigation practices. NO_3-N would be analyzed from purged samples from three existing wells as follows:

1. MW-5 is located in an area that will eventually reflect only residential influence on ground water. If the area in the vicinity of ME-5 is developed during the 4 years following golf course monitoring, data from this well will indicate residential background conditions.

2. MW-6 is downgradient of the project, and therefore will measure the combined influences of the golf course, Ramar Estates septic drainfields, and residential development.

3. PW-2 is located in an area planned for septic drainfields, but is not expected to be influenced by residential or golf course influences.

The golf course influence on ground water NO_3-N would be estimated by subtracting the results from PW-2 (septic influence) and MW-5 (residential influence) from MW-6 (septic influence + residential influence + golf course influence). The goal of the plan would be to limit the golf course influence to less than 2 mg/L NO_3-N through control of a combination of fertilizer application amounts, application timing, fertilizer formulations, and irrigation practices.

Sincerely,
ASSOCIATED EARTH SCIENCES, INC.
Kirkland, Washington

Andrew C. Kindig, Ph.D.
Sr. Associate Biologist/Water Quality

EXHIBIT D

EDUCATIONAL BULLETIN

The purpose of this bulletin is to inform homeowners of the necessary actions or precautions that are required within this plat for conservation/preservation of the natural environment.

The Plat of Remington Heights has several conditions of approval provided for in the Hearing Examiners Decision dated August 15th, 2003. Included in these conditions was a Condition M. attached as Exhibit A to this Bulletin.

1. There are springs located near the project as shown in Figure 3 Existing Conditions by Huckell/Weinman Associates, Inc. attached as Exhibit B of this Bulletin. The springs are located north and south of the project and shall be protected as described in the attached Exhibit. Protection of the springs by following the guidelines provided herein. .
2. The use of pesticides and herbicides should be limited to the minimum required. It is encouraged that residents make their homes a Pesticide Free Zone as recommended by the Washington Toxics Coalition.
3. The use of fertilizers should be limited to organic based fertilizers and should have a nitrogen content of no greater than 25%. Fertilization should occur only as needed during the growing season.
4. Over watering of landscaped areas should be avoided. Residents should use timers and water measuring devices to ensure that over watering does not occur. Residents must also follow all water restrictions imposed by the water purveyor and or the Homeowners Association.
5. There are several sources of information available to the residents regarding water conservation, the use of pesticides, herbicides and fertilizers. The following list provides several sources of information on these items:
    a. Washington State Department of Ecology http://www.ecy.wa.gov/
    b. Washington State Department of Fish and Wildlife http://wdfw.wa.gov/
    c. Washington State Department of Natural Resources http://www.dnr.wa.gov/
    d. NATIONAL AUDUBON SOCIETY
    Washington State Office, P.O. Box 462, Olympia, WA 98507
    360-786-8020
    A national organization with numerous chapters in the Puget Sound area (call the number above for contacts) providing conservation education and advocacy on general environmental issues, with an emphasis on wetlands, water quality and wildlife. Newsletter from main office and local chapters, varying schedules.
    www.audubon.org/states/wa/wa/index.html
    e. WASHINGTON TOXICS COALITION
    4649 Sunnyside Ave. N., Suite 540, Seattle, WA 98103 206-632-1545
    A nonprofit membership organization dedicated to reducing society's use of toxic

chemicals. There are 5 project areas: pesticide reform issues, industrial toxics reduction, ground water protection, household toxic alternatives information and educational services.
www.watoxics.org