

When Recorded, Return to

HILLIS CLARK MARTIN & PETERSON, P.S.
Attention Steven R Rovig
500 Galland Building
1221 Second Avenue
Seattle, WA 98101-2925



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KING COUNTY, WA

**FIRST SUPPLEMENTAL DECLARATION
TO
DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR
SNOQUALMIE RIDGE RESIDENTIAL PROPERTY**

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Grantor:	<u>WEYERHAEUSER REAL ESTATE COMPANY</u>
Grantee:	<u>PLAT OF SNOQUALMIE RIDGE</u>
Legal Description (complete):	<u>Lot 1 and Lot 2, City of Snoqualmie Short Plat number SP 01-01, recorded under recording number 20010315900011, in King County, Washington</u>
Assessor's Tax Parcel ID #:	<u>252407-9037, 252407-9038</u>
Reference Nos. of Documents Released or Assigned:	<u>n/a</u>

CTI - W0101176-10 13-

THIS FIRST SUPPLEMENTAL DECLARATION TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SNOQUALMIE RIDGE RESIDENTIAL PROPERTY (this "First Supplement") is dated for reference purposes June __, 2001 and is made by WEYERHAEUSER REAL ESTATE COMPANY, a Washington corporation ("Declarant"), with the consent of EAGLE NEST DEVELOPMENT, LLC, a Washington limited liability company ("Eagle Nest").

RECITALS

A. This First Supplement supplements that certain Declaration of Covenants, Conditions and Restrictions for Snoqualmie Ridge Residential Property, recorded under King County Recording No 9704250998, as subsequently amended by documents recorded under King County Recording Nos 19990713002070, 19991027000922, 19991115001487, 20000314001537, 20000314001538, 200009071328, 20010130000828, and _____ (as amended, the "Declaration")

B. Declarant is the developer of the property legally described in the Declaration and commonly known as "Snoqualmie Ridge". The property that is legally described above and that is subject to the terms and conditions of this First Supplement (the "Property"), is part of Snoqualmie Ridge Eagle Nest is the owner of Lot 1 of the Property. The remainder of the Property is owned by Declarant

C. Under Section 9.3 of the Declaration, the Declarant may subject any portion of the Snoqualmie Ridge property to additional covenants by executing and recording a "Supplemental Declaration". However, if such property is owned by someone other than the Declarant, such owner must consent to the Supplemental Declaration

D. As a condition of approval of a final plat for the Property (the "Implementing Plat"), the City of Snoqualmie has required certain covenants and restrictions to be imposed on the Property to preserve the view looking toward the Property from the observation platform and the existing public walkway located at the Snoqualmie Falls View Park adjacent to the Salish Lodge (the "Viewing Area"). The Viewing Area is discussed and defined in the Findings, Conclusions and Recommendation of the City of Snoqualmie Hearing Examiner in Case No Sub 01-01, dated as of May 1, 2001, which was approved without change by the City Council of the City of Snoqualmie on May 14, 2001 (the "Ruling").

E. Accordingly, to allow the Implementing Plat for the Property to be recorded and the Property to be developed, Declarant desires to impose additional covenants and restrictions on the Property, and Eagle Nest desires to consent to such covenants and restrictions, on the terms and conditions set forth herein

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SUPPLEMENTAL COVENANTS, CONDITIONS AND RESTRICTIONS

For the reasons set forth above, the Declaration is hereby supplemented with respect to the Property, as follows.

1. **View Preservation Covenants.** As required by the Ruling, the following notes (the "Notes") shall appear on the face of the Implementing Plat.

1.1 **Construction Covenants.** *"All development within this subdivision shall be fully screened from view from the observation platform and the existing public walkway at the Snoqualmie Falls View Park adjacent to the Salish Lodge. If a structure constructed within this subdivision is visible from either location, such structure or building shall be abated at the owners expense"*

1.2 **Outdoor Lighting Covenants.** *"Street lights and other bright outdoor lights such as outdoor flood lights shall be prohibited [on] Parcel A. Other subtle lighting measures, such as low-wattage, low standing yard lamps, not to exceed four feet, at driveways entrances and low-wattage porch lamps, are allowed within this subdivision, however the location, amount and wattage shall be reviewed and approved prior to building permit approval for each unit"*

1.3 **Tree Preservation Covenants.** *"Any trees visible from the observation platform and the existing public walkway at the Snoqualmie Falls View Park adjacent to the Salish Lodge may not be removed, topped or limbed without City approval"*

1.4 **Height Definition.** *"The following definition shall apply within this subdivision. 'Height' as applied to a building or structure shall mean the vertical distance measured from the proposed finished ground floor elevation of the structure to the highest point of the roof"*

2. **Statement of Compliance as Condition of Building Approval.** As a condition of approval of any structure to be built on the Property, the Owner of the land on which the proposed structure will be located must submit to the NCC a signed statement from a licensed surveyor or civil engineer indicating that the as-built structure will fully comply with the covenant set forth in Section 1.1, above, (the "Statement of Compliance") The Owner of the structure shall be solely responsible for ensuring that it complies with the requirements of this First Supplement and the Notes. If the NCC approves a structure in reliance on the Statement of Compliance submitted by the Owner, but, contrary to such statement, the as-built structure violates this First Supplement or the Notes, such Owner shall release, indemnify and hold harmless Declarant, the NCC and the Association from any claims against them in connection with such structure

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3. **Abatement and Removal of Structures in Violation of Covenant.** If, notwithstanding the Statement of Compliance described in Section 3, an Owner erects a structure on the Property that is in violation of the covenant described in Section 1.1, the portion of such structure that is visible from the Viewing Area shall be promptly removed at the Owner's expense, and any such abatement action shall be subject to review and approval by the Association acting through the NCC. Failure of the Owner to take such abatement action shall subject the Owner to enforcement action by the Association in accordance with the Declaration

4. **Effective Date.** This First Supplement shall take effect upon recording

5. **Terminology.** Capitalized terms not specifically defined herein shall have the same meaning ascribed to such terms in the Declaration, unless a different meaning is required by the context hereof.

6. **Covenants Running with the Land.** The provisions of this First Supplement and the Notes shall be covenants attaching to the Property and running with the land

7. **Other Provisions.** The terms and conditions of this First Supplement are in addition to and do not supersede or replace the terms and conditions of the Declaration, all of which shall remain in full force and effect

EXECUTED the day and year first above written.

DECLARANT

WEYERHAEUSER REAL ESTATE COMPANY,
a Washington corporation

By


EDWIN G. VETTER
Assistant Vice President

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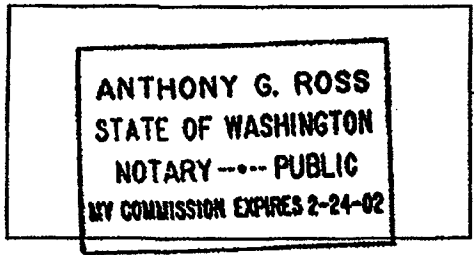
STATE OF WASHINGTON

} ss

COUNTY OF KING

On this day personally appeared before me EDWIN G VETTER, to me known to be the Assistant Vice President of WEYERHAEUSER REAL ESTATE COMPANY, the Washington corporation that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 18th day of July, 2001



Anthony G. Ross
Printed Name Anthony G. Ross
NOTARY PUBLIC in and for the State of Washington,
residing at Bellevue
My Commission Expires 2-24-02

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THE UNDERSIGNED OWNER HEREBY
CONSENTS TO THE RECORDING OF THIS
FIRST SUPPLEMENT WITH RESPECT TO LOT
1 OF THE PROPERTY DESCRIBED ABOVE:

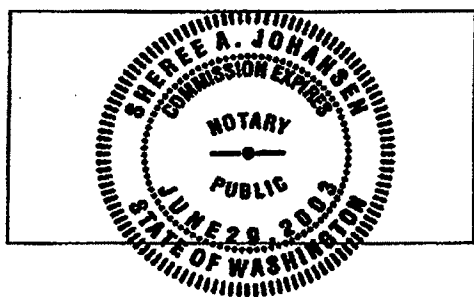
EAGLE NEST DEVELOPMENT, LLC,
a Washington limited liability company

By Mark W. Robison
Name: Mark W. Robison
Its Sole Member

STATE OF WASHINGTON }
COUNTY OF KING Pierce } ss

On this day personally appeared before me Mark W. Robison, to me known to be the Sole member of EAGLE NEST DEVELOPMENT, LLC, the Washington limited liability company that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 13th day of July, 2001



Sheree A. Johansen
Printed Name Sheree A. Johansen
NOTARY PUBLIC in and for the State of Washington,
residing at Tacoma, Wa
My Commission Expires 6/29/03

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