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PROTECTIVE COVENANTS AND RESTRICTIONS

HORSESHOE LAKE

This indenture and declaration of covenants running with the land, made this 22 day of May, 1981, by Trans Canada Enterprises Ltd., 12224 N.E. 8th Street, Bellevue, Washington 98005.

8106040714

WITNESSETH:

WHEREAS, said parties are the owners in fee of Horseshoe Lake, a 34-lot subdivision in King County, Washington, as recorded under Auditor's File No. 8104280478, volume 118 of plats, pages 45-48.

WHEREAS, it is the desire of said parties that said covenants be recorded and that further said covenants be thereby impressed upon said land.

NOW, THEREFORE, it is hereby made known that said parties do by these presents make, establish, confirm and hereby impress upon Horseshoe Lake, a 34-lot subdivision in King County, Washington according to the formal plat documents recorded under Auditor's File No. 8104280478 the protective covenants described hereinafter.

These covenants shall run with the land and shall be binding on all parties and all persons for a period of ten (10) years and shall be automatically extended for successive periods of ten (10) years unless by vote of majority of the owners of lots it is agreed to change said covenants in whole or in part.

If any of the parties hereto or their heirs and assigns shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real estate situated in said development to prosecute by proceeding at law or in equity against person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation. Nonpayment of fees and/or assessments for maintenance or repairs to "Horseshoe Lake" community property will constitute reasonable cause for action to lien the non-paying owner's property for said fees.

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

1. Easements for installation or maintenance of landscaping, utilities, drainage and recreation facilities are reserved as shown on the recorded

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plots. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct to retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible or except as specified under Item 2 hereinbelow for Horseshoe Lake community property.

- 2. All property termed "HORSESHOE LAKE COMMUNITY PROPERTY", such as open space and landscaped areas, recreation and picnic areas shall be maintained jointly by the parties and/or persons residing in "HORSESHOE LAKE" community.

An operations account will be established to insure the maintenance of Horseshoe Lake. A fee of \$25.00 per year per property owner/residence will be assessed for the annual cost of labor and materials. This fee will be subject to an increase or decrease, and will be payable by January 1st of each year. The Home Owner's Association will establish, maintain and authorize expenditures from the maintenance fund.

- 3. No evergreen or specimen deciduous trees shall be removed except in the following instances:
 - a. Removal necessary for building sites and drainage, utility systems, driveway or roadway corridors, and landscaping.
 - b. Removal necessary when trees are diseased, dying or become hazardous.
 - c. Removal necessary to maintain trails.

In no case shall a property owner and/or builder remove any evergreen or specimen deciduous trees without the express written authorization from the Home Owner's Association. It is estimated that the value of the existing mature trees (a mature tree is any tree 6" in diameter at chest height) is in excess of \$1,000.00 each, and upon unauthorized removal of a tree or trees, said property owner shall be assessed \$1,000.00 per tree and a lien filed against said property to recover said damages. Monies collected from such violations shall be used to landscape the common areas.

- 4. All lots shall be known and described as residential lots and no lots shall be subdivided except as noted in Item 5. No structures shall be erected altered, placed or permitted to remain on any residential building lot other than one detached single-family dwelling, for single-family occupancy only, not to exceed 2 stores in height, with private garage or carport for not more than 4 cars.

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5. No lot shall be subdivided whereby the resulting lot is smaller than the original lot. (Lots may be divided and grouped together to form larger tracts.)
6. No dwelling shall be permitted on any lot at a cost of less than \$75,000.00 (exclusive of land), based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,600 square feet for a one-story dwelling, nor less than 1,000 square feet for a dwelling of more than one story. For the purpose of this paragraph, a split-level dwelling shall be considered a two-story unit.
7. No building shall be erected, placed or altered on any building lot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved, in writing, as to all conditions of design and construction, and particularly as to conformity and harmony of external design with existing structures in the subdivision and as to location of the building with respect to topography and finished ground elevation by the Home Owner's Association, or by a representative designated by them or their assigns. In the event said party, or his designated representative, fails to approve, or disapprove, such design and location within 30 days after said plans and specifications have been submitted to him, or in any event, if no suit to enjoin erection of such building or making of such alterations has been commenced prior to completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
8. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finishing painting, within nine (9) months from date of commencement of construction.
9. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the subdivision shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character, including mobile homes, be used as a residence, nor shall any structure be moved upon any lot without written approval of the Home Owner's Association.

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10. Asphaltic concrete or Portland Cement concrete surfacing will be required on all driveways.
11. No individual sewage disposal system shall be permitted on any lot unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of County Public Health Authorities. Approval of such system as installed shall be obtained from such authority.
12. No individual water supply system shall be permitted on any lot.
13. No fence, wall, ledge or moss planting other than foundation planting shall be permitted to extend nearer to the roadway than the minimum setback line or easement line, as shown on improvement plans and/or plats, except that nothing shall prevent the erection of a necessary retaining wall.
14. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or temporary signs used by a builder to advertise the property during the construction and sales period. This restriction shall not apply to the Horseshoe Lake community sign at the entrance to the development.
15. No vehicles, trailers, mobile homes, motor homes, boats or other similar vehicles, either disabled or functional, shall be parked or stored on any lot for more than thirty (30) days in a position whereby said vehicle will be visible either from the street or from the homes on the other lots at street level.
16. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. All waste materials shall be kept in sanitary containers. All incinerators, or other equipment for storage or disposal of such material, shall be kept in a clean and sanitary condition and concealed from public view.
17. No chicken coops or rabbit hatches or runs shall be permitted and no animals (except household pets), livestock or poultry of any kind shall be raised, bred or kept on any lot. Dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.
18. Any damage to Horseshoe Lake Community property by any property owner, their children, agents, visitors, friends, relatives or service personnel shall be repaired by said property owner within thirty (30) days. Charges shall be paid by the lot owner within thirty (30) days of receipt of bill. Non-payment of maintenance costs will constitute cause for action to lien the non-paying owner's property.

19. Roof "down-spouts" and driveway drains shall be connected to the drainage system or a dry well.

20. The Home Owner's Association is composed of:

David R. Millard, Land Planning & Management, Inc., 22627 - 152nd Southeast, Kent, Washington 98031

James Hudson, Trans Canada Enterprises Ltd., 12224 N.E. 8th Street, Bellevue, Washington 98005

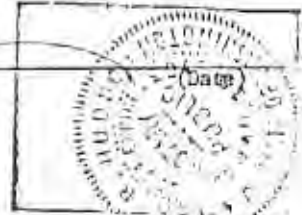
Donald Wensley, Trans Canada Enterprises Ltd., c/o N. B. Cook Corporation, Ninth Floor, 999 West Hastings Street, Vancouver, B. C. CANADA V 6C 2W9

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. After the sale of all lots shown on the Horseshoe Lake plat, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee. The Home Owner's Association shall continue to operate as long as said covenants and restrictions remain in force and effect, administering policing and maintenance functions (see Item 2) within the plat of Horseshoe Lake.

IN WITNESS WHEREOF the undersigned have affixed their signatures.

TRANS CANADA ENTERPRISES LTD.

By: [Signature]



STATE OF Washington)
COUNTY OF King) ss.

On this 27 day of May, A.D. 1981, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Donald W. Wensley and _____ to me known to be the VICE PRESIDENT of TRANS CANADA ENTERPRISES LTD., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

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

James R. Hudson
Notary Public in and for the State of
Washington residing at
Bellevue

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James Hudson, Trans Canada Enterprises Ltd., 12224 N.E. 8th Street, Bellevue, Washington 98005

Donald Mensley, Trans Canada Enterprises Ltd., c/o N. B. Cook Corporation, Ninth Floor, 999 West Hastings Street, Vancouver, B. C. CANADA V 6C 2J9

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IN WITNESS WHEREOF the undersigned have affixed their signatures.

TRANS CANADA ENTERPRISES LTD.

By: 

EASEMENT PROVISIONS

An easement is hereby reserved for and granted to Puget Sound Power and Light Company and Pacific Northwest Bell Telephone Company, their respective successors and assigns, under and upon the exterior 7 feet, parallel with and adjoining the street frontage of all lots in which to install, lay, construct, renew operate and maintain underground conduits, cables and wires with necessary facilities and other equipment for the purpose of serving this subdivision and other property with electric and telephone service, together with the right to enter upon the lots at all times for the purposes stated. ALSO, all lot lines shall be subject to an easement 2.5 feet in width, parallel with and adjoining all interior lot lines, for purposes of drainage and utilities except as to those portions of interior lot lines upon which a residential structure has been constructed over and across by Platior, said portion of said easement shall terminate upon completion of construction. All permanent utility systems shall be underground except street lighting standards. An easement is also reserved under and upon the exterior 5 feet, parallel with and adjoining all streets, for drainage and utility purposes other than as provided hereinabove.

RESTRICTIONS

1. No lot or portion of a lot in this plat shall be divided and sold or resold or ownership changed or transferred whereby the ownership of any portion of this plat shall be less than the area required for the use district in which located.
2. Use of this property is restricted by the conditions and requirements of the Planned Unit Development of Horseshoe Lake approved by King County by Ord. # 4922, passed June 9, 1980.

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BY-LAWS
OF
HORSESHOE LAKE SUBDIVISION HOMEOWNER'S ASSOCIATION

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ARTICLE I

Applicability; Definitions; Location

SECTION 1. Applicability. These By-Laws are adopted for the administration of the Association and Common Areas described in the Protective Covenants and Restrictions recorded May 22, 1981, King County Auditor's Fee No. 8106040714.

SECTION 2. Definitions. The terms used in these By-Laws shall have the same meaning as in the Declaration, unless otherwise indicated.

SECTION 3. Location. The initial office of the Association shall be located at 12224 Northeast 8th Street, Bellevue, Washington 98005 [(206) 453-9193].

ARTICLE II

Board of Directors

SECTION 1. Number and Term. The affairs of the Association shall be managed by a Board of Directors. The number of Directors which shall constitute the whole Board shall be three (3). Until succeeded by the Directors elected by the lot owners, Directors need not be lot owners. At least one third (1/3) of the terms of the members of the Board of Directors shall expire annually. In any event, however, each Director shall hold office until such time as his successor has been elected. Provided, however, the Developer, TransCanada Enterprises, Ltd., or assigns, shall have the right to select all the Directors (and such Directors need not be lot owners) until the earliest of the following events happens:

- (a) A date five (5) years from the date the first sale of a lot closes;
- (b) The date Developer has sold and closed Seventy-Five Percent (75%) of the ownership interests;
- (c) Developer elects to permanently relinquish its authority under this provision by written notice to all lot owners.

Upon the happening of any one of the three foregoing events, the Directors selected by Developer shall resign, to be succeeded by Directors elected by the lot owners, and the control of the Association shall thereafter pass from the Developer to the Association.

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SECTION 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association. Such powers and duties of the Board of Directors shall include, but shall not be limited to, the following:

- (a) Operation, care, upkeep and maintenance of the Common Areas.
- (b) Determination of the common expenses required for the affairs of the Association, including, without limitation, the operation and maintenance of the Common Areas.
- (c) Collection of assessments from the lot owners.
- (d) Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Areas. The Directors shall have the authority to enter into a contract for professional management of the Common Areas. If they enter into such contract the maximum term shall not exceed one (1) year, and the contract shall be terminable without cause or payment of a termination fee on Thirty (30) days written notice.
- (e) Adoption and amendment of rules and regulations covering the details of the operation and use of the Common Areas, including adoption of reasonable fines and penalties for violating the rules and regulations, subject to a right of the lot owners to overrule the Board.

(f) Opening of bank accounts on behalf of the Association and designating the signatories required therefor.

(g) Obtaining of insurance for the Common Areas.

(h) Making of repairs, additions and improvements to, or alterations of, the Common Areas.

(i) Grant or relocate easements; provided, however, no new easements shall be created or granted nor existing easements relocated that would change the function or use of the Common Areas or affect the rights of any lot owners, without the unanimous vote of all affected lot owners.

SECTION 3. Removal. Directors may be removed for cause by an affirmative vote of a majority of the lot owners. No director other than members of the initial Board of Directors appointed by the Developer, shall continue to serve on the Board if, during his term of office, he shall cease to be a lot owner.

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SECTION 4. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a member thereof by a vote of the lot owners shall be filled by vote of a majority of the remaining members at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the member and until a successor shall be elected at the next annual meeting of the lot owners.

SECTION 5. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Directors, but at least one (1) such meeting shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each member of the Board of Directors at least three (3) days previously thereto by written notice delivered or mailed to each director at his home address, or by telephone. If mailed, such notice shall be deemed delivered when deposited in the United States mail so addressed, with postage thereon prepaid.

SECTION 6. Special Meetings: Special meetings of the Board of Directors may be called by the President on three (3) day's notice to each member of the Board of Directors, given in the manner provided for regular meetings, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) members of the Board of Directors.

SECTION 7. Waiver of Notices. Any member of the Board of Directors may at any time waive notice of any meeting of the Board of Directors in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Directors at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

SECTION 8. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

SECTION 9. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Directors present at a meeting at which a quorum is present shall constitute a decision of the Board of Directors. If at any meeting of the Board of Directors there shall be

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less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called, may be transacted without further notice.

SECTION 10. Fidelity Bonds. The Board of Directors shall attempt to obtain adequate fidelity bonds for all officers and employees of the Association handling or responsible for Association funds. The premium on such bonds shall constitute a common expense.

SECTION 11. Compensation. No member of the Board of Directors shall receive any compensation from the Association for acting as such.

ARTICLE III

Lot Owners

SECTION 1. Annual Meetings. Within three (3) years following the date of conveyance of the first lot, the Developer shall call the first annual meeting of lot owners. Thereafter, annual meetings shall be held on the anniversary of such date each succeeding year. At such meetings a Board of Directors shall be elected, in accordance with the requirements of Article II of these By-Laws, by Developer or by ballot of the lot owners. The lot owners may also transact such other business of the Association as may properly come before them.

SECTION 2. Place of Meeting. Meetings of the lot owners shall be held at the principal office of the Association, or at such other suitable place convenient to the lot owners as may be designated by the Board of Directors.

SECTION 3. Special Meetings. It shall be the duty of the President to call a special meeting of the lot owners as directed by the Board of Directors or upon petition signed by at least one-third (1/3) in number of the lot owners having been presented to the Secretary.

SECTION 4. Notice of Meetings. It shall be the duty of the Secretary to give notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each lot owner of record, at least five (5) days but not more than ten (10) days prior to such meeting.

SECTION 5. Adjournment of Meetings. If any meeting of lot owners cannot be held because a quorum has not attended, a majority in common interest of the lot owners who are present at such meeting, either in person or by proxy, shall adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

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SECTION 6. Voting. The owner or owners of each lot (including the Developer if the Developer shall then own one or more lots) or some person designated by such owner or owners to act as proxy on his or their behalf and who need not be a lot owner, shall be entitled to cast the votes appurtenant to such lot at all meetings of lot owners. The designation of any such proxy shall be made in writing to the Secretary, and shall be revocable at any time by written notice to the Secretary by the owner or owners so designating.

SECTION 7. Majority of Lot Owners. As used in these By-Laws the term "majority of lot owners" shall mean those lot owners having more than fifty percent (50%) of the total authorized votes of all lot owners present in person or by proxy and voting at any meeting of the lot owners.

SECTION 8. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a majority of lot owners shall constitute a quorum at all meetings of the lot owners.

SECTION 9. Majority Vote. The vote of a majority of lot owners present at a meeting at which a quorum shall be present shall be binding upon all lot owners for all purposes except where in the Declaration or these By-Laws a higher percentage vote is provided for.

ARTICLE IV

Officers

SECTION 1. Designation. The principal officers of the Association shall be the President, the Vice-President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an assistant treasurer, an assistant secretary, and such other officers as in its judgement may be necessary. No officer need be a member of the Board of Directors, but members of the Board of Directors may appoint themselves as officers.

SECTION 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors and shall hold office at the pleasure of the Board of Directors and until their successors are elected.

SECTION 3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Directors, or any special meeting of the Board of Directors called for such purpose.

SECTION 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the lot owners and of the Board of Directors. He shall have all of the general powers and duties which are incident to the

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office of President of a corporation organized under the Non-Profit Corporation Law of the State of Washington, including but not limited to the power to appoint committees from among the lot owners from time to time as he may in his discretion decide are appropriate to assist in the conduct of the affairs of the Association.

SECTION 5. Vice-President. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President, on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or by the President.

SECTION 6. Secretary. The Secretary shall keep the minutes of all meetings of the lot owners and of the Board of Directors; shall have charge of such books and papers as the Board of Directors may direct; and shall in general, perform, all the duties incident to the office of Secretary of a corporation organized under the Non-Profit Corporation Law of the State of Washington.

SECTION 7. Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Board of Directors in such depositories as may from time to time be designated by the Board of Directors, and he shall, in general, perform all the duties incident to the office of Treasurer of a corporation organized under the Non-Profit Corporation Law of the State of Washington. No payment vouchers shall be paid unless and until approved by the Treasurer.

SECTION 8. Agreements, Contracts, Deeds, Checks, Etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by such other person or persons as may be designated by the Board of Directors.

SECTION 9. Compensation of Officers. No officer shall receive any compensation from the Association for acting as such.

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ARTICLE V

Amendment to By-Laws

These By-Laws may be amended by a majority vote of lot owners.

APPROVED AND ADOPTED
BOARD OF DIRECTORS

Neil B. Cook
Neil B. Cook, Director

James R. Hudson
James R. Hudson, Director

David R. Millard
David R. Millard, Director

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ARTICLE V

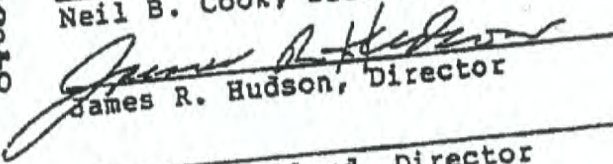
Amendment to By-Laws

These By-Laws may be amended by a majority vote of lot owners.

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APPROVED AND ADOPTED
BOARD OF DIRECTORS

Neil B. Cook, Director


James R. Hudson, Director

David R. Millard, Director

RECORDED THIS DAY
MAR 1 4 28 PM '84
BY I. H. DIVISION OF
RECORDS & STATISTICS
KING COUNTY

Nov 15 2 02 PM '89

AT 12:30 PM

ARTICLE VI

AMENDMENT TO BY-LAWS
OF
HORSESHOE LAKE SUBDIVISION HOMEOWNER'S ASSOCIATION
RECORDED UNDER RECORDING NO. 8403010931

ANY ASSESSMENTS, LIENS, OR ENCUMBRANCES LEVIED BY THE HOMEOWNERS ASSOCIATION WILL BE SUBORDINATE TO A FIRST LIEN MORTGAGE AND/OR DEED OF TRUST.

8911160604

By Ronald Anderson pres.
TOTAL CONSTRUCTION, INC. / BY RONALD ANDERSON, President

Darrel B. Davis
DARREL B. DAVIS

Daniel J. Curran Pres.
GALLATIN CONSTRUCTION CO., INC. / Daniel Curran, President

Barry Fisher & Cynthia Fisher
BARRY FISHER & CYNTHIA FISHER

Van S. Construction
VAN S. CONSTRUCTION

62-149-2977

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RECFEE
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11/16/89 9.00
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STATE OF WASHINGTON }
County of King } SS.

On this day personally appeared before me Janet A Van

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

GIVEN under my hand and official seal this 16th day of November, 1969.

W. J. [Signature]
Notary Public in and for the State of Washington,
residing at [Signature]
My appointment expires: 11-15-70

8911460604

ACKNOWLEDGMENT, INDIVIDUAL
Form No W-16

STATE OF WASHINGTON }
County of King } SS.

On this 10th day of November, 1969, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

Ronald Anderson and
to me known to be the President and Secretary, respectively, of

Total Construction, Inc
the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

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

W. J. [Signature]
Notary Public in and for the State of Washington,
residing at [Signature]
My appointment expires: 11-15-70

ACKNOWLEDGMENT, CORPORATION
Form No W-14

STATE OF WASHINGTON }
County of King } SS.

On this 14th day of November, 1969, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

Daniel S Curran and
to me known to be the President and Secretary, respectively, of

Gallatin Construction Co., Inc
the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

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

W. J. [Signature]
Notary Public in and for the State of Washington,
residing at [Signature]
My appointment expires: 11-15-70

ACKNOWLEDGMENT, CORPORATION
Form No W-14

STATE OF WASHINGTON

County of King

SS.

On this day personally appeared before me Darry Fisher and Cynthia Fisher

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

GIVEN under my hand and official seal this 15th day of November, 1989.

Madeline Havel

Notary Public in and for the State of Washington,
residing at 15200 1st Ave

My appointment expires: 11-15-90

ACKNOWLEDGMENT, INDIVIDUAL

Form No. W-18

8911160604

STATE OF WASHINGTON

County of King

SS.

On this day personally appeared before me Darrel B Davis

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

GIVEN under my hand and official seal this 10th day of November, 1989.

Madeline Havel

Notary Public in and for the State of Washington,
residing at 15200 1st Ave

My appointment expires: 11-15-90

ACKNOWLEDGMENT, INDIVIDUAL

Form No. W-18



HORSESHOE LAKE

SECTION 16, TOWNSHIP 21N., RANGE 6E., W.M.
KING COUNTY, WASHINGTON

DESCRIPTION

All that portion of the Southeast quarter of the Northeast quarter, lying Southerly of the Southerly right of way line of Auburn-Black Diamond Highway (Howard Franklin Road) and the North half of the Northeast quarter of the Southeast quarter, All in Section 16, Township 21 North, Range 6 East, W.M., in King County, Washington;
EXCEPT the following described tracts:

PARCEL A

That portion of the Southeast quarter of the Northeast quarter, Section 16, Township 21 North, Range 6 East, W.M., in King County, Washington, described as follows:
Commencing at the intersection of the West line of said subdivision and the South line of the Howard Franklin Road; thence South 405 feet to the point of beginning; thence continue South 80.00 feet; thence East 130.00 feet; thence North 80.00 feet; thence West 130.00 feet to point of beginning; AND

PARCEL B

That portion of the Southeast quarter of the Northeast quarter, Section 16, Township 21 North, Range 6 East, W.M., in King County, Washington, described as follows:
Commencing at the intersection of the West line of said subdivision and the South line of the Howard Franklin Road; thence South 85.00 feet to point of beginning; thence continue south 80.00 feet; thence east 130 feet; thence Northerly to a point 135.00 feet East of the point of beginning; thence West 135.00 feet to point of beginning.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, owners in fee simple of the land hereby platted, hereby declare this plat and dedicate to the use of the public forever all streets and avenues shown thereon and the use thereof for all public purposes not inconsistent with the use thereof for public highway purposes; also the right to make all necessary slopes for cuts and fills upon the lots and blocks shown on this plat in the original grading of the streets and avenues shown thereon.

IN WITNESS WHEREOF we have set our hands and seals.

Paul A. Johnson Elliot E. Neale
William D. Johnson William D. Johnson
William D. Johnson William D. Johnson
William D. Johnson William D. Johnson

ACKNOWLEDGMENTS

STATE OF WASHINGTON)
County of King) ss

This is to certify that on this 21st day of April, 1981, personally appeared before me William D. Johnson, to me known to be the individual described in and who executed the within dedication and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

W. J. Johnson
Notary Public in and for the State of Washington
residing at Seattle

STATE OF WASHINGTON)
County of King) ss

This is to certify that on this 5th day of August, 1978, personally appeared before me William D. Johnson, to me known to be the individual described in and who executed the within dedication and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

William D. Johnson
Notary Public in and for the State of Washington
residing at Bellevue

STATE OF WASHINGTON)
County of King) ss

This is to certify that on this 5 day of Sept, 1978, personally appeared before me Elliot E. Neale, to me known to be the individual described in and who executed the within dedication and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

Elliot E. Neale
Notary Public in and for the State of Washington
residing at Bellevue

APPROVALS

Examined and approved this 21st day of April, 1981

DEPARTMENT OF PUBLIC WORKS

Examined and approved this 13 day of April, 1981

COUNTY ROAD ENGINEER

DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT
Edward B. ...
Manager, Building and Land Development Division

Examined and approved this _____ day of _____, 19__

DEPARTMENT OF ASSESSMENTS

King County Assessor
Examined and approved this _____ day of _____, 19__

Deputy King County Assessor

James ...
Chairman, King County Council

KING COUNTY COUNCIL

RECORDING CERTIFICATE 8104280478

Filed for record at the request of the King County Council this 28th day of April, 1981, at 10:22 minutes past 10 A.M., and recorded in Volume 1187 of Plats, pages 45-48, records of King County, Washington.

DIVISION OF RECORDS AND ELECTIONS

James ...
Superintendent of Records

COMPTROLLER'S CERTIFICATE

I hereby certify that all property taxes are paid, that there are no delinquent special assessments certified to this office for collection, and that all special assessments certified to this office for collection on any of the property herein contained, dedicated as streets, alleys, or for other public use, are paid in full.

This 21st day of April, 1981

OFFICE OF THE COMPTROLLER

William L. Pearson
King County Comptroller

Deputy Comptroller

RESTRICTIONS

1. No lot or portion of a lot in this plat shall be divided and sold or resold or ownership changed or transferred whereby the ownership of any portion of this plat shall be less than the area required for the use district in which located.
2. Use of this property is restricted by the conditions and requirements of the Planned Unit Development of Horseshoe Lake approved by King County by Ord. # 4122, passed June 9, 1980.

ACKNOWLEDGMENTS

STATE OF WASHINGTON)
County of King) ss

This is to certify that on this 5th day of April, 1979, personally appeared before me William D. Johnson, to me known to be the individual described in and who executed the within dedication and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

William D. Johnson
Notary Public in and for the State of Washington
residing at Bellevue

HORSESHOE LAKE
SECTION 16, TOWNSHIP 21N., RANGE 6E., W.M.
KING COUNTY, WASHINGTON

DEDICATION

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, owners in fee simple of the land hereby platted, hereby declare this plat and dedicate to the use of the public forever all streets and avenues shown thereon and the use thereof for all public purposes not inconsistent with the use thereof for public highway purposes; also the right to make all necessary slopes for cuts and fills upon the lots and blocks shown on this plat in the original grading of the streets and avenues shown thereon.

IN WITNESS WHEREOF we have set our hands and seals.

[Signature]
Canadian Commercial and Industrial Bank

Carl A. Johnson, Trustee, Transcanada Enterprises, Ltd.

James Hudson, Land Planning and Management, Inc.

Kristi Hudson

ACKNOWLEDGMENTS

STATE OF WASHINGTON)
County of King) ss

This is to certify that on this 29 day of February, 1960, personally appeared before me Carl A. Johnson to me known to be the individual described in and who executed the within dedication and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

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

STATE OF WASHINGTON)
COUNTY OF KING) ss

This is to certify that on this 29 day of February, 1960, before me, the undersigned, a Notary Public, personally appeared, James Hudson and Kristi Hudson, respectively, of Transcanada Enterprises, Ltd.

corporation, to me known to be the individuals who sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

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

STATE OF WASHINGTON)
COUNTY OF KING) ss

This is to certify that on this 29 day of February, 1960, personally appeared before me Carl A. Johnson and Kristi Hudson, husband and wife, to me known to be the individuals described in and who executed the within dedication and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

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

STATE OF WASHINGTON)
COUNTY OF KING) ss

This is to certify that on this 29 day of February, 1960, before me, the undersigned, a Notary Public, personally appeared, James Hudson and Kristi Hudson, respectively, of Land Planning and Management, Inc. corporation, to me known to be the individuals who sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

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

ACKNOWLEDGEMENT

STATE OF WASHINGTON)
COUNTY OF KING) ss

This is to certify that on this 29 day of February, 1960, before me, the undersigned, a Notary Public, personally appeared, Carl A. Johnson, James Hudson, and Kristi Hudson, respectively, of Canadian Commercial and Industrial Bank, a Canadian corporation, to me known to be the individuals who sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

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

153

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HORSESHOE LAKE

SECTION 16, TOWNSHIP 21N., RANGE 6E., W.M.
KING COUNTY, WASHINGTON

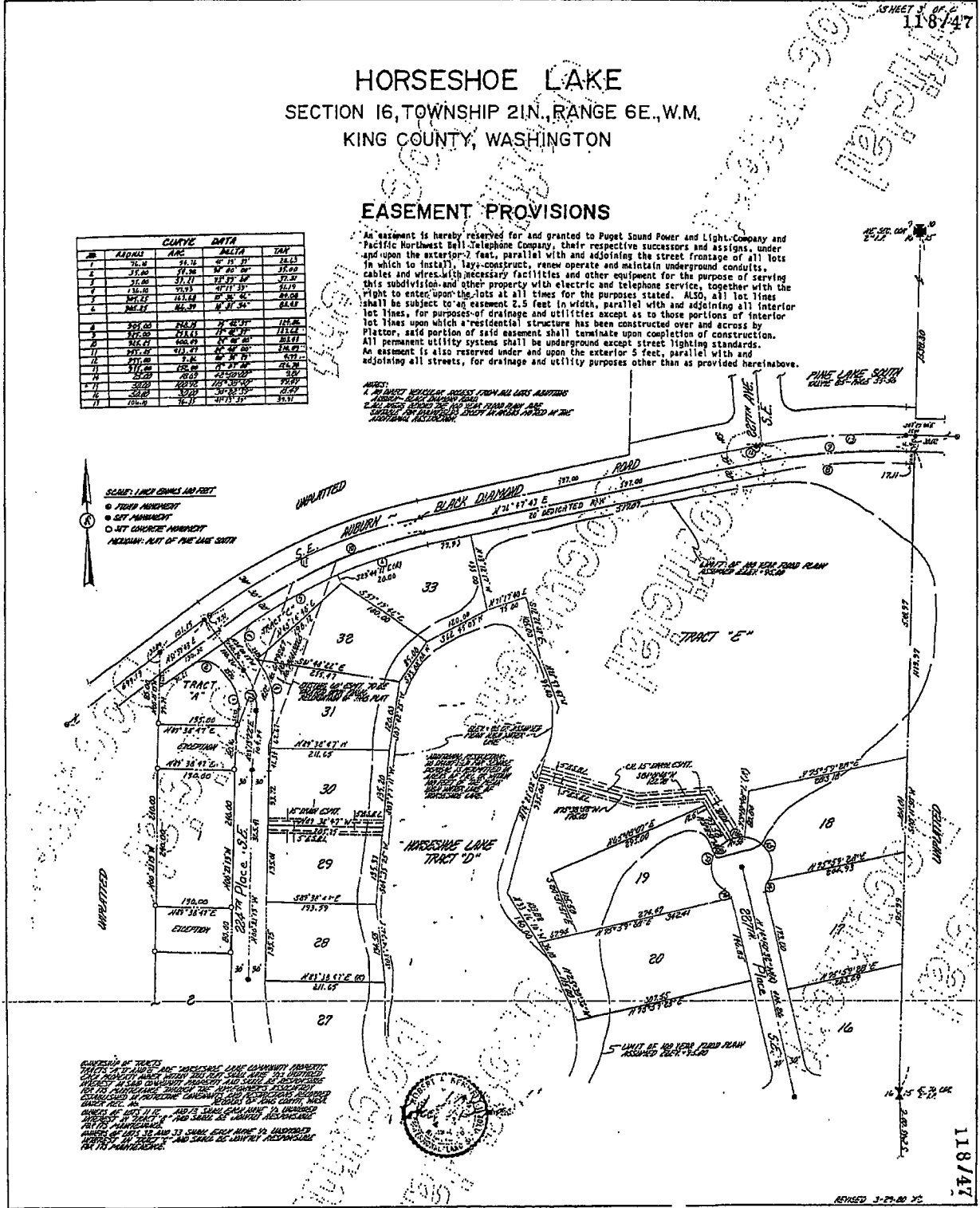
EASEMENT PROVISIONS

An easement is hereby reserved for and granted to Puget Sound Power and Light Company and Pacific Northwest Bell Telephone Company, their respective successors and assigns, under and upon the exterior 7 feet, parallel with and adjoining the street frontage of all lots in which to install, lay, construct, renew operate and maintain underground conduits, cables and wires with necessary facilities and other equipment for the purpose of serving this subdivision and other property with electric and telephone service, together with the right to enter upon the lots at all times for the purposes stated. ALSO, all lot lines shall be subject to an easement 2.5 feet in width, parallel with and adjoining all interior lot lines, for purposes of drainage and utilities except as to those portions of interior lot lines upon which a residential structure has been constructed over and across by Plator, said portion of said easement shall terminate upon completion of construction. All permanent utility systems shall be underground except street lighting standards. An easement is also reserved under and upon the exterior 5 feet, parallel with and adjoining all streets, for drainage and utility purposes other than as provided hereinabove.

NOTES:
1. AN EASEMENT WHICH IS RESERVED FROM ALL LOTS ADJOINING
2. THE 5' EASEMENT SHALL BE UNDERGROUND EXCEPT STREET LIGHTING STANDARDS
3. THE 7' EASEMENT SHALL BE UNDERGROUND EXCEPT STREET LIGHTING STANDARDS
4. THE 2.5' EASEMENT SHALL BE UNDERGROUND EXCEPT STREET LIGHTING STANDARDS

COUNTY DATA				
#	ADJACENT AREA	AREA	TAX	
1	78.12	21.12	47 11' 31"	24.23
2	38.00	21.36	10' 00' 00"	38.00
3	31.00	31.71	31' 07' 48"	31.00
4	18.00	9.33	4' 11' 31"	18.00
5	101.21	11.84	2' 30' 00"	80.00
6	242.47	24.37	11' 31' 54"	24.43
7	305.00	242.71	79' 42' 31"	100.00
8	107.00	121.41	17' 00' 00"	107.00
9	246.41	422.03	18' 00' 00"	246.41
10	271.42	413.27	21' 00' 00"	271.42
11	271.00	7.82	0' 00' 00"	271.00
12	211.00	158.00	11' 00' 00"	211.00
13	211.00	20.00	13' 00' 00"	211.00
14	200.00	200.00	10' 00' 00"	200.00
15	200.00	10.00	30' 00' 00"	200.00
16	200.00	10.00	30' 00' 00"	200.00
17	200.00	10.00	30' 00' 00"	200.00
18	200.00	10.00	30' 00' 00"	200.00
19	200.00	10.00	30' 00' 00"	200.00
20	200.00	10.00	30' 00' 00"	200.00
21	200.00	10.00	30' 00' 00"	200.00
22	200.00	10.00	30' 00' 00"	200.00
23	200.00	10.00	30' 00' 00"	200.00
24	200.00	10.00	30' 00' 00"	200.00
25	200.00	10.00	30' 00' 00"	200.00
26	200.00	10.00	30' 00' 00"	200.00
27	200.00	10.00	30' 00' 00"	200.00
28	200.00	10.00	30' 00' 00"	200.00
29	200.00	10.00	30' 00' 00"	200.00
30	200.00	10.00	30' 00' 00"	200.00
31	200.00	10.00	30' 00' 00"	200.00
32	200.00	10.00	30' 00' 00"	200.00
33	200.00	10.00	30' 00' 00"	200.00

SCALE: 1 INCH EQUALS 100 FEET
● TYPICAL MONUMENT
○ SET MONUMENT
○ NOT CONFORMANCE MONUMENT
NEIGHBOR: PART OF THE LAKES SITE

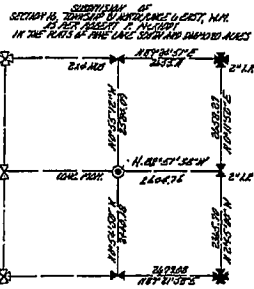


CONVEYED BY TRACTS AND HORSESHOE LAKE COMMUNITY IMPROVEMENT DISTRICT TO THE KING COUNTY PUBLIC UTILITIES DISTRICT FOR THE PURPOSE OF PROVIDING UTILITY SERVICES TO THE LOTS AND TRACTS SHOWN HEREON. THE DISTRICT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE UTILITY SYSTEMS SHOWN HEREON. THE DISTRICT SHALL ALSO BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE UTILITY SYSTEMS SHOWN HEREON.

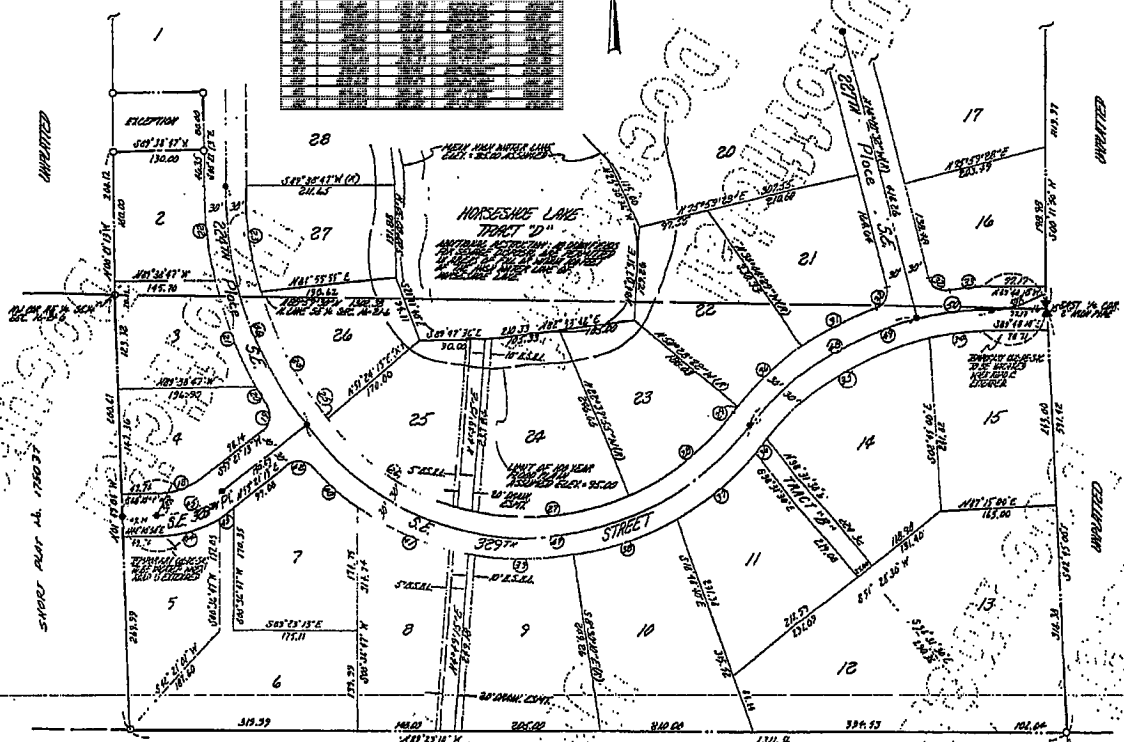


HORSESHOE LAKE

SECTION 16, TOWNSHIP 21N., RANGE 6E., W.M.
KING COUNTY, WASHINGTON



LOT	ACRES	BEARING	DISTANCE
1	1.00	S 89° 57' 15" W	130.00
2	1.00	S 89° 57' 15" W	130.00
3	1.00	S 89° 57' 15" W	130.00
4	1.00	S 89° 57' 15" W	130.00
5	1.00	S 89° 57' 15" W	130.00
6	1.00	S 89° 57' 15" W	130.00
7	1.00	S 89° 57' 15" W	130.00
8	1.00	S 89° 57' 15" W	130.00
9	1.00	S 89° 57' 15" W	130.00
10	1.00	S 89° 57' 15" W	130.00
11	1.00	S 89° 57' 15" W	130.00
12	1.00	S 89° 57' 15" W	130.00
13	1.00	S 89° 57' 15" W	130.00
14	1.00	S 89° 57' 15" W	130.00
15	1.00	S 89° 57' 15" W	130.00
16	1.00	S 89° 57' 15" W	130.00
17	1.00	S 89° 57' 15" W	130.00
18	1.00	S 89° 57' 15" W	130.00
19	1.00	S 89° 57' 15" W	130.00
20	1.00	S 89° 57' 15" W	130.00
21	1.00	S 89° 57' 15" W	130.00
22	1.00	S 89° 57' 15" W	130.00
23	1.00	S 89° 57' 15" W	130.00
24	1.00	S 89° 57' 15" W	130.00
25	1.00	S 89° 57' 15" W	130.00
26	1.00	S 89° 57' 15" W	130.00
27	1.00	S 89° 57' 15" W	130.00
28	1.00	S 89° 57' 15" W	130.00



SURVEYOR'S CERTIFICATE

I hereby certify that this plat of Horseshoe Lake is based upon an actual survey and subdivision of Section 16, Township 21 N., Range 6 East, W.M.; that the courses and distances are shown correctly thereon; that the monuments will be set and the lot and block corners staked correctly on the ground, and that I have fully complied with provisions of the Platting regulations.



Professional Land Surveyor
Certificate Number 12.870