

For AMENDMENT - 2nd PUBLISHED RECORD
Volume 1843 of Official Records, page 12774
CLARENCE WILSON, County Auditor

1311
11/11/78

1901
Kaylor's Record
Volume 1843 of Official Records, page 12774
CLARENCE WILSON, County Auditor

RECEIVED - FHA BY
FEB 7 1978
COUNTY CLERK

7802240291

OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by Hillis Homes, Inc., a Washington corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Snohomish, State of Washington, which is more particularly described as:

Plat known as Silver Firs, such plat being recorded in the office of the Snohomish County Auditor, Snohomish County, Washington.

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

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Silver Firs Homeowners Association, a Washington non-profit corporation, its successors and assigns.

Volume 1843 of Official Records, page 12774
CLARENCE WILSON, County Auditor

FEB 24 1978

7802240291

VOL 1262 PAGE 343

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Lots 501 through 506 of the plat of Silver Firs recorded in the office of the Snohomish County Auditor, Snohomish County, Washington.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Hillis Homes, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easement of Enjoyment. Every owner

FEB 24 1978

7802240291

shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the member. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

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

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

FEB 24 1978

7802240291

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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

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

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

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 31, 1999.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

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

FEB 24 1979

7802240291

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

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

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be FIVE DOLLARS (\$5.00) per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the

maximum assessment for the previous year without a vote of the membership.

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

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

Section 4. Special Assessments for Capital Improvements.

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

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called,

the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceeding meeting. No such subsequent meeting shall be held more than 60 days following the preceeding meeting.

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

Section 7. Date of Commencement of Annual Assessments:
Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments:

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

Section 9. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

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

7802240291

topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specification have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The Declarant need not submit plans and specifications for new structures it, or its successors, may place upon any lot if such structures have a comparable market value of the majority of the structures existing at that time.

ARTICLE VI

GENERAL PROVISIONS

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

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive

7802240291

periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional land within the following described area:

See attachment A.

may be annexed by the Declarant without the consent of the members within twenty (20) years of the date of this Declaration, provided that the FHA and the VA determine that the annexation is in accord with the general plan heretofore approved by them.

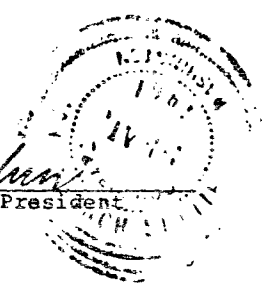
Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants,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

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 31st

day of October, 1977.

HILLIS HOMES, INC.

By Larry O. Hillis
LARRY O. HILLIS, President

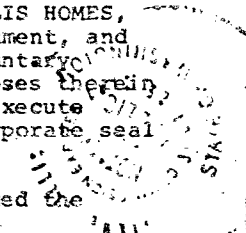


STATE OF WASHINGTON)
)ss:
COUNTY OF SNOHOMISH)

On this 31 day of October, 1977, before me, the undersigned, a Notary public in and for the State of Washington, duly commissioned and sworn personally appeared LARRY O. HILLIS, to me known to be the President of HILLIS HOMES, INC., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated 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.

William Wells
NOTARY PUBLIC in and for the State
of Washington, residing at Lawson



FEB 24 1978

7802240291

ATTACHMENT A

The following described property:

PARCEL D:

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M., EXCEPT ROADS.

PARCEL E:

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M., LESS THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER BEARING SOUTH 39°17'55" EAST, 7.97 FEET FROM THE NORTHWEST CORNER THEREOF AND THENCE CONTINUING ALONG SAID NORTH LINE SOUTH 39°17'55" EAST, 296.09 FEET; THENCE SOUTH 76°54'11" WEST, 132.07 FEET; THENCE SOUTH 44°19'42" WEST, 135.00 FEET; THENCE NORTH 25°53'30" WEST, 144.51 FEET TO THE POINT OF BEGINNING AND EXCEPT ROADS.

PARCEL F:

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M., EXCEPT ROADS.

PARCEL G:

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M., LESS THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER BEARING NORTH 89°17'55" WEST, 191.21 FEET FROM THE NORTHEAST CORNER THEREOF AND THENCE CONTINUING ALONG SAID NORTH LINE NORTH 89°17'55" WEST, 465.47 FEET; THENCE SOUTH 58°32'08" EAST, 399.97 FEET; THENCE NORTH 31°27'52" EAST, 238.03 FEET TO THE POINT OF BEGINNING; AND ALSO LESS THAT PORTION THEREOF FOR RIGHT OF WAY FOR 51ST AVENUE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER BEARING SOUTH 89°17'55" EAST, 225.83 FEET FROM THE NORTHWEST CORNER THEREOF AND THENCE CONTINUING ALONG SAID NORTH LINE SOUTH 89°17'55" EAST, 107.79 FEET TO A POINT ON A CURVE TO THE SOUTHWEST WITH RADIAL POINT BEARING SOUTH 66°28'21" WEST, 1250.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 4°01'30" AN ARC DISTANCE OF 87.86 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE SOUTHWEST WITH THE RADIAL POINT BEARING NORTH 70°30'00" WEST, 1350.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°47'31" AN ARC DISTANCE OF 534.14 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 0°23'57" EAST, 151.36 FEET ALONG SAID WEST LINE TO A POINT ON A CURVE TO THE NORTHWEST WITH THE RADIAL POINT BEARING NORTH 50°43'16" WEST, 1250.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°46'44" AN ARC DISTANCE OF 431.51 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE NORTHEAST WITH THE RADIAL POINT BEARING SOUTH 70°30'00" EAST, 1350.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2°15'09" AN ARC DISTANCE OF 53.07 FEET TO THE POINT OF BEGINNING, AND EXCEPT ROADS.

FEB 24 1978



Kegel & Associates Inc.
ENGINEERS - SURVEYORS - PLANNERS

Priscilla L. Howard

(206) 775-5424 • 383-1119
9800 S HIGHWAY 99 SOUTH
EVERETT, WASHINGTON 98204

RECORDED

FEB 24 PM 3 21

HENRY B. WAHLEN, AUDITOR
SACRAMENTO COUNTY, WASH.
DEPUTY

Betsy Danielson

Vol 1262 Page 354

7802240291

PARCEL L:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M., IS DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 00°27'50" WEST 15.75 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER TO THE POINT OF BEGINNING; THENCE SOUTH 89°17'55" EAST 225.83 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 31°27'51" WEST 100.00 FEET ALONG SAID NORTHWESTERLY RIGHT-OF-WAY; THENCE SOUTH 57°32'02" EAST 100.00 FEET ALONG THE SOUTHWESTERLY TERMINUS OF SAID POWER PARK DRIVE RIGHT-OF-WAY; THENCE SOUTH 51°27'50" WEST 261.87 FEET; THENCE SOUTHWESTERLY 261.87 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1250.00 FEET, THROUGH A CENTRAL ANGLE OF 119°57'52"; THENCE SOUTHWESTERLY ALONG THE ARC OF A REVERSE CURVE, HAVING A RADIUS OF 1350.00 FEET, THROUGH A CENTRAL ANGLE OF 249°47'31" TO THE WEST LINE OF THE SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 00°28'57" EAST 151.36 FEET ALONG THE SAID WEST LINE; THENCE NORTHEASTERLY 401.51 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, BEING CONCAVE NORTHWESTERLY, THE CENTRAL POINT OF WHICH BEARS NORTH 50°43'16" WEST FROM THE BEGINNING OF SAID CURVE, HAVING A RADIUS OF 1250.00 FEET, THROUGH A CENTRAL ANGLE OF 109°48'44"; THENCE NORTHEASTERLY 53.07 FEET ALONG THE ARC OF A REVERSE CURVE, HAVING A RADIUS OF 1350.00 FEET, THROUGH A CENTRAL ANGLE OF 2915'00" TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 89°17'55" WEST 225.83 FEET, ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 00°27'50" EAST 1209.74 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER TO THE POINT OF BEGINNING.

PARCEL L:

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M., SNOHOMISH COUNTY, WASHINGTON.

PARCEL M:

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33,

TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M., EXCEPT THE SOUTHERLY 30.00 FEET, THE NORTHERLY 30.00 FEET AND THE WESTERLY 15.00 FEET THEREOF, IN SNOHOMISH COUNTY, WASHINGTON.

PARCEL N:

BEGINNING AT THE NORTHEAST CORNER OF GOVERNMENT LOT 1, OF SECTION 4, TOWNSHIP 27 NORTH, RANGE 5 EAST, W.M.; THENCE WEST ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 1 A DISTANCE OF 1028.8 FEET, MORE OR LESS, TO A POINT WHICH LIES 294.17 FEET EAST OF THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 1; THENCE SOUTH TO A POINT ON THE SOUTH LINE OF SAID GOVERNMENT LOT 1 WHICH LIES 299.84 FEET EAST OF THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 1; THENCE EAST 1028.28 FEET, MORE OR LESS, TO THE EAST LINE OF SAID GOVERNMENT LOT 1; THENCE NORTH TO THE POINT OF BEGINNING, EXCEPT ROADS.

PARCEL O:

THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 27 NORTH, RANGE 5 EAST, W.M., EXCEPT ROADS.

PARCEL P:

GOVERNMENT LOT 4 OF SECTION 3, TOWNSHIP 27 NORTH, RANGE 5 EAST, W.M.

PARCEL Q:

THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 27 NORTH, RANGE 5 EAST, W.M.

PARCEL R:

GOVERNMENT LOT 3, OF SECTION 3, TOWNSHIP 27 NORTH, RANGE 5 EAST, W.M.

FEB 24 1978

PARCEL L:

THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 27 NORTH, RANGE 5 EAST, W.M.

PARCEL T:

A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 69°17'55" WEST 191.210 FEET ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 31°27'52" WEST 238.00 FEET; THENCE NORTH 56°32'08" WEST 399.97 FEET; THENCE NORTH 89°17'55" WEST 337.46 FEET ALONG

SAID SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTHEASTERLY 173.15 FEET ALONG THE ARC OF A NONTANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1250.00 FEET, THROUGH A CENTRAL ANGLE OF 07°50'12", THE CENTRAL POINT OF WHICH BEARS SOUTH 66°28'21" EAST FROM THE BEGINNING OF SAID CURVE; THENCE NORTH 31°27'52" EAST 620.00 FEET TO A POINT AT THE TERMINUS OF THE SOUTHEASTERLY MARGIN OF PUGET PARK DRIVE; THENCE ALONG THE BOUNDARY OF PUGET PARK NO. 3, A SUBDIVISION AS SHOWN ON THE MAPS RECORDED IN VOLUME 30 OF PLATS, PAGES 20 THROUGH 22, RECORDS OF SNOHOMISH COUNTY; SOUTH 58°32'08" EAST 576.30 FEET; THENCE SOUTH 12°48'22" EAST 179.90 FEET; THENCE SOUTH 31°27'52" WEST 113.60 FEET; THENCE NORTH 70°43'03" EAST 61.00 FEET; THENCE SOUTH 25°53'30" EAST 157.32 FEET; THENCE NORTH 67°17'55" WEST 7.87 FEET ALONG THE SOUTH LINE OF THE SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER TO THE POINT OF BEGINNING.

PARCEL U:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M. LYING SOUTHEASTERLY OF THE 300 FOOT TRANSMISSION LINE EASEMENT TO THE UNITED STATES OF AMERICA, FORMERLY OWNED BY THE CITY OF SEATTLE, LESS ROADS.

PARCEL V:

THE EAST HALF OF THE EAST 330.49 FEET OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 27 NORTH, RANGE 5 EAST, W.M.; EXCEPT 156TH STREET ALONG THE SOUTH LINE THEREOF.

ALL SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

SAFECO PARCEL

NW 1/4 OF THE SW 1/4 OF SEC. 34, T28N, R5E W.M.

LESS:

A portion of Section 34, Township 28 North, Range 5 East, described as follows:

Beginning at the most westerly corner of Tract "A", Puget Park No. 3, recorded in Volume 30 on page 21, records of Snohomish County, Washington; thence along the southerly and westerly boundary of said Tract "A" by the following courses and distances: South 66°28'21" East 576.30 feet, South 12°48'22" East 179.90 feet, South 31°27'52" West 113.60 feet, North 70°43'03" East 61.00 feet to the northwesterly corner of lot 26 in said plat; thence South 25°53'30" East for 301.32 feet to the southwesterly corner of lot 27 in said plat; thence continuing South 25°53'30" East for 191.20 feet; thence South 0°41' East for 191.20 feet; thence South 33°26' West for 217.0 feet; thence South 73°20' West for 334.0 feet; thence South 10°39' West for 173.0

FEB 24 1978

feet; thence South 60°46' East for 112.0 feet; thence North 41°57'53" East for 121.0 feet; thence North 21°02'31" East for 144.0 feet; thence North 14°12' East for 144.0 feet; thence North 1°32' East for 144.0 feet; thence North 21°42' East for 73.0 feet to a point of curvature, the radius center of which bears South 15°10' East, 100.0 feet; thence easterly on the arc of a curve to the left through a central angle of 19°45' for 60.0 feet; thence North 10°40' East for 50.0 feet to a point of curvature, the radius center of which bears South 14°30' East, 200.0 feet; thence easterly on the arc of a curve to the left through a central angle of 4°13'00" for 37.0 feet; thence North 6°16'52" East for 100.00 feet to a point of curvature, the radius center of which bears North 5°37'21" West, 525.0 feet; thence easterly on the arc of a curve to the left through a central angle of 4°11'21" for 47.75 feet; thence North 10°49'52" West for 50.0 feet to a point of curvature, the radius center of which bears North 10°49'52" West, 445.0 feet; thence easterly on the arc of a curve to the left through a central angle of 68°26'00" for 211.27 feet; thence North 27°51'45" West for 141.05 feet; thence North 7°49' East for 147.0 feet; thence North 30°42' East for 70.0 feet; thence North 4°12' East for 60.0 feet; thence North 44°44'54" West for 60.03 feet; thence North 59°32'03" West for 260.0 feet; thence North 31°27'52" East for 600.0 feet; thence South 58°32'09" East for 50.0 feet to the point of beginning.

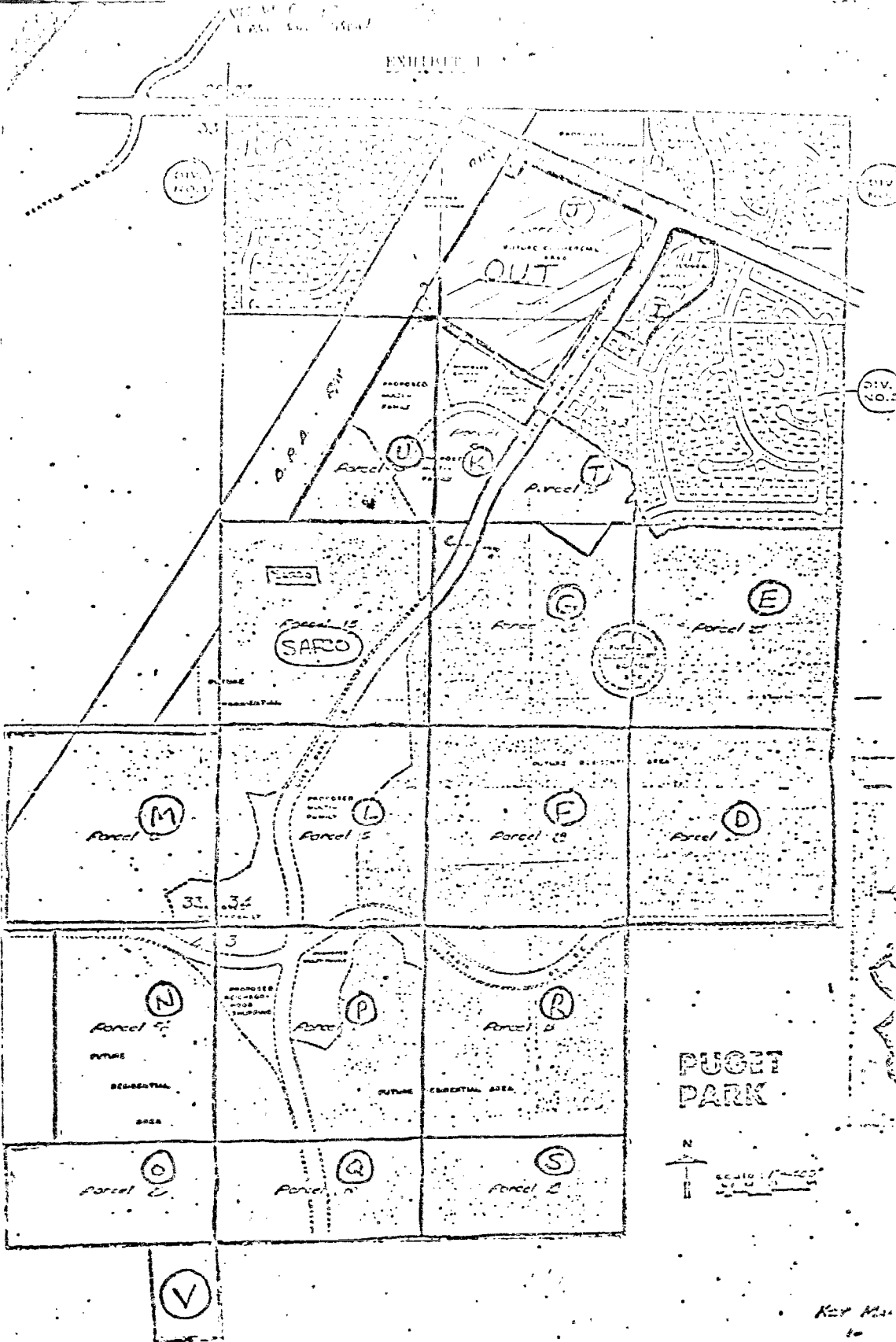
shall be that area which may be annexed pursuant to the Articles of Incorporation and By-Laws and Declaration of Covenants of Silver Fir Homeowners Association, Inc. The parcel described in the descriptions correspond with the parcels indicated on Exhibit I attached to this attachment and by this reference incorporated therein.

FEB 24 1978

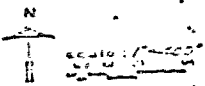
7802240291

VOL 1262 P. 357

EXHIBIT 1



PUGET PARK



KEY MAP
to
ACCOMPANY LC
PUGET PARK

FEB 24 1978

7802240291

Vol 1262 PAGE 358