

# Lozier at Woodside, LLC Disclosure Statement

## INSTRUCTIONS TO THE SELLER

Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property write "NA." If the answer is "yes" to any \* items, please explain on attached sheets. Please refer to the line number(s) of the question(s) when you provide your explanation(s). For your protection you must date and sign each page of this disclosure statement and each attachment. Delivery of the disclosure statement must occur not later than FIVE BUSINESS DAYS, UNLESS OTHERWISE AGREED, after mutual acceptance of a written contract to purchase between a buyer and a seller.

## NOTICE TO THE BUYER

THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT "**SEE EXHIBIT A**" ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.

SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S BROKER DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S BROKER. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE BROKER OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES.

Seller  is /  is not occupying the property.

## I. SELLER'S DISCLOSURES:

\*If you answer "Yes" to any question with an asterisk (\*), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.

### 1. TITLE

Yes  No  Don't Know A. Do you have legal authority to sell the property? If no, please explain.

Yes  No  Don't Know \*B. Is title to the property subject to any of the following?  
(1) First right of refusal  
(2) Option  
(3) Lease or rental agreement  
(4) Life estate?

Yes  No  Don't Know \*C. Are there any encroachments, boundary agreements, or boundary disputes?

Yes  No  Don't Know \*D. Is there a private road or easement agreement for access to the property?

See Exhibit A

Seller's Representative Initials: \_\_\_\_\_

Date: \_\_\_\_\_

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- .....
- Yes    No    Don't Know   \*E.   Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property? **See Exhibit A**
- .....
- Yes    No    Don't Know   \*F.   Are there any written agreements for joint maintenance of an easement or right-of-way?  
**See Exhibit A**
- .....
- Yes    No    Don't Know   \*G.   Is there any study, survey project, or notice that would adversely affect the property?
- .....
- Yes    No    Don't Know   \*H.   Are there any pending or existing assessments against the property?
- .....
- Yes    No    Don't Know   \*I.   Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling?
- .....
- Yes    No    Don't Know   \*J.   Is there a boundary survey for the property?
- .....
- Yes    No    Don't Know   \*K.   Are there any covenants, conditions, or restrictions recorded against the property?  
**See Exhibit A**

**PLEASE NOTE:** Covenants, conditions, and restrictions which purport to forbid or restrict the conveyance, encumbrance, occupancy, or lease of real property to individuals based on race, color, sex, natural origin, familial status or disability are void, unenforceable and illegal. RCW 49.60.224

**2. WATER**

- .....
- A. Household Water
- (1) The source of water for the property is:  
 Private or publicly owned water system  
 Private well serving only the subject property  
 Other water system. \*If shared, are there any written agreements?
- Yes    No    Don't Know   \* (2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?  
 Yes    No    Don't Know
- Yes    No    Don't Know   \* (3) Are there any problems or repairs needed?  
 Yes    No    Don't Know
- Yes    No    Don't Know   (4) During your ownership, has the source provided an adequate year round supply of potable water? If no, please explain.  
 Yes    No    Don't Know
- Yes    No    Don't Know   \* (5) Are there any water treatment systems for the property? If yes, are they  
 Leased    Owned
- Yes    No    Don't Know   \* (6) Are there any water rights for the property associated with its domestic water supply, such as a water right permit, certificate, or claim?  
 Yes    No    Don't Know   N/A   (a) If yes, have the water right permit, certificate, or claim been assigned, transferred, or changed?
- Yes    No    Don't Know   N/A   \* (b) If yes, has all or any portion of the water right not been used for five or more successive years?
- Yes    No    Don't Know   \* (7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)?

- .....
- B. Irrigation Water
- (1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim?  
 Yes    No    Don't Know   \* (a) If yes, has all or any portion of the water right not been used for five or more successive years?  
 Yes    No    Don't Know   N/A   \* (b) If so, is the certificate available? (If yes, please attach a copy.)  
 Yes    No    Don't Know   N/A   \* (c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed?  
 Yes    No    Don't Know   N/A
- .....

Seller's Representative Initials: \_\_\_\_\_

Date: \_\_\_\_\_



**NOTICE: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE STATEMENT IS BEING COMPLETED FOR NEW CONSTRUCTION WHICH HAS NEVER BEEN OCCUPIED, THE SELLER IS NOT REQUIRED TO COMPLETE THE QUESTIONS LISTED IN ITEM 4. STRUCTURAL OR ITEM 5. SYSTEMS AND FIXTURES.**

**4. STRUCTURAL**

- Yes  No  Don't Know N/A \*A. Has the roof leaked within the last five years?
- Yes  No  Don't Know N/A \*B. Has the basement flooded or leaked?
- Yes  No  Don't Know N/A \*C. Have there been any conversions, additions, or remodeling?  
 Yes  No  Don't Know N/A \*(1) If yes, were all building permits obtained?  
 Yes  No  Don't Know N/A \*(2) If yes, were all final inspections obtained?
- Yes  No  Don't Know N/A D. Do you know the age of the house? If yes, year of original construction: N/A New
- Yes  No  Don't Know N/A \*E. Has there been any settling, slippage, or sliding of the property or its improvements?
- Yes  No  Don't Know N/A \*F. Are there any defects with the following: (If yes, please check applicable items and explain.)
- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Foundation    | <input type="checkbox"/> Decks          | <input type="checkbox"/> Exterior Walls |
| <input type="checkbox"/> Chimneys      | <input type="checkbox"/> Interior Walls | <input type="checkbox"/> Fire Alarm     |
| <input type="checkbox"/> Doors         | <input type="checkbox"/> Windows        | <input type="checkbox"/> Patio          |
| <input type="checkbox"/> Ceilings      | <input type="checkbox"/> Slab Floors    | <input type="checkbox"/> Driveways      |
| <input type="checkbox"/> Pools         | <input type="checkbox"/> Hot Tub        | <input type="checkbox"/> Sauna          |
| <input type="checkbox"/> Sidewalks     | <input type="checkbox"/> Outbuildings   | <input type="checkbox"/> Fireplaces     |
| <input type="checkbox"/> Garage Floors | <input type="checkbox"/> Walkways       | <input type="checkbox"/> Siding         |
| <input type="checkbox"/> Other         | <input type="checkbox"/> Wood Stoves    |   |
- Yes  No  Don't Know N/A \*G. Was a structural pest or "whole house" inspection done? If yes, when and by whom was the inspection completed?
- Yes  No  Don't Know N/A H. During your ownership, has the property had any wood destroying organism or pest infestation?
- Yes  No  Don't Know N/A I. Is the attic insulated?
- Yes  No  Don't Know N/A J. Is the basement insulated?

**5. SYSTEMS AND FIXTURES**

- \*A. If any of the following systems or fixtures are included with the transfer, are there any defects? If yes, please explain.
- |                              |                             |                                     |     |  |
|------------------------------|-----------------------------|-------------------------------------|-----|--|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't Know | N/A | Electrical system, including wiring, switches, outlets, and service            |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't Know | N/A | Plumbing system, including pipes, faucets, fixtures, and toilets               |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't Know | N/A | Hot water tank   |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't Know | N/A | Garbage disposal   |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't Know | N/A | Appliances   |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't Know | N/A | Sump pump  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't Know | N/A | Heating and cooling systems  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't Know | N/A | Security system <input type="checkbox"/> Owned <input type="checkbox"/> Leased |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't Know | N/A | Other <u>N/A</u>   |

Seller's Representative Initials: \_\_\_\_\_  
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Date: \_\_\_\_\_

.....

Yes    No    Don't Know   N/A   \*B.   If any of the following fixtures or property is included with the transfer, are they leased? If yes, please attach copy of lease

Yes    No    Don't Know   N/A   Security system

Yes    No    Don't Know   N/A   Tanks (type)

Yes    No    Don't Know   N/A   Satellite dish

Yes    No    Don't Know   N/A   Other

.....

Yes    No    Don't Know   N/A   \*C.   Are any of the following kinds of wood burning appliances present at the property?

Yes    No    Don't Know   N/A   (1) Woodstove?

Yes    No    Don't Know   N/A   (2) Fireplace insert?

Yes    No    Don't Know   N/A   (3) Pellet stove?

Yes    No    Don't Know   N/A   (4) Fireplace?

Yes    No    Don't Know   N/A   If yes, are all of the (1) woodstoves or (2) fireplace inserts certified by the U.S. Environmental Protection Agency as clean burning appliances to improve air quality and public health?

**6. HOMEOWNERS' ASSOCIATION/COMMON INTEREST**

Yes    No    Don't Know   A.   Is there a Home Owners' Association? Name of Association and contract information for an officer, director, employee, or other authorized agent, if any, who may provide the Association's financial statements, minutes, bylaws, fining policy, and other information that is not publicly available. See Exhibit A

.....

Yes    No    Don't Know   B.   Are there regular periodic assessments?

\$ See Exhibit A per    Month    Year

Other \_\_\_\_\_

.....

Yes    No    Don't Know   \*C.   Are there any pending special assessments?

.....

Yes    No    Don't Know   \*D.   Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)? **See Exhibit A**

**7. ENVIRONMENTAL**

Yes    No    Don't Know   \*A.   Have there been any flooding, standing water or drainage problems on the property that affect the property or access to the property?

.....

Yes    No    Don't Know   \*B.   Does any part of the property contain fill dirt, waste or other fill material? **See Exhibit A**

.....

Yes    No    Don't Know   \*C.   Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?

.....

Yes    No    Don't Know   D.   Are there any shorelines, wetlands, floodplains, or critical areas on the property?

.....

Yes    No    Don't Know   \*E.   Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?

.....

Yes    No    Don't Know   \*F.   Has the property been used for commercial or industrial purposes?

.....

Seller's Representative Initials: \_\_\_\_\_ Date: \_\_\_\_\_

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- .....
- Yes  No  Don't Know \*G. Is there any soil or groundwater contamination?
- .....
- Yes  No  Don't Know \*H. Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property? **See Exhibit A**
- .....
- Yes  No  Don't Know \*I. Has the property been used as a legal or illegal dumping site?
- .....
- Yes  No  Don't Know \*J. Has the property been used as an illegal drug manufacturing site?
- .....
- Yes  No  Don't Know \*K. Are there any radio towers in the area that cause interference with cellular telephone reception?

**8. MANUFACTURED AND MOBILE HOMES**

If the property includes a manufactured or mobile home. N/A

- Yes  No  Don't Know N/A \*A. Did you make any alterations to the home? If yes, please describe the alterations.
- .....
- Yes  No  Don't Know N/A \*B. Did any previous owner make any alterations to the home?
- .....
- Yes  No  Don't Know N/A \*C. If alterations were made, were permits or variance for these alterations obtained?

**9. FARM PROXIMITY**

This notice is to inform you that the real property you are considering for purchase may lie in close proximity to a farm. The operation of a farm involves usual and customary agricultural practices, which are protected under RCW 7.48.305, the Washington right to farm act.

**10. FULL DISCLOSURE BY SELLERS**

- Yes  No  Don't Know
- A. Other conditions or defects:  
\*Are there any other existing material defects affecting the property that a prospective buyer should know about?
- .....
- B. Verification:  
The foregoing answers and attached explanations (if any) are complete and correct to the best of my/our knowledge and I/we have received a copy hereof. I/we authorize all of my/our real estate Brokers, if any, to deliver a copy of this disclosure statement to other real estate Brokers and all prospective buyers of the property.

Lozier at Woodside, LLC

Date: \_\_\_\_\_

By: \_\_\_\_\_

Seller's Representative Initials: \_\_\_\_\_  
Disclosure Statement -Woodside 010111

Date: \_\_\_\_\_

**NOTICE TO BUYER**

**INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.**

**II. BUYER'S ACKNOWLEDGMENT**

- A. Buyer hereby acknowledges that: Buyer has the duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
- B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate Broker or other party.
- C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate Brokers are not liable for inaccurate information provided by Seller, except to the extent that real estate Brokers know of such inaccurate information.
- D. This information is for disclosure only and is not intended to be a part of any written agreement between the Buyer and the Seller.
- E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature.

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S BROKER DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S BROKER. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALES AGREEMENT.

BUYER HEREBY ACKNOWLEDGES RECEIPT OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE BROKER OR OTHER PARTY.

**BUYER'S WAIVER OF RIGHT TO REVOKE OFFER**

Buyer has read and reviewed the Seller's responses to this Disclosure Statement. Buyer approves this statement and waives Buyer's right to revoke or rescind Buyer's offer.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer \_\_\_\_\_

Buyer \_\_\_\_\_

Seller's Representative Initials: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit A  
Lozier at Woodside, LLC Disclosure Statement

Legal Description:

**Insert Lot Number Below**

Lot \_\_\_\_\_, Woodside Walk, according to the Plat thereof recorded under Snohomish County Auditor's File no. 200505265392, records of Snohomish County, Washington.

Title Question 1.D.

Is there a private road or easement agreement for access to the property?

**Yes**, per the recorded plat for Lots 31, 54, 55, 66, 67 and 78 through 89.  
No for all other Lots.

Title Question 1.E.

Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property?

**Yes** see Parking Covenants attached.

Title Question 1.F.

Are there any written agreements for joint maintenance of an easement or right of way?

**Yes** for Private Drainage Easements on recorded plat.

**Yes** for Private Water Easements on recorded plat.

**Yes** for Lots 54 and 55 for Private Access Easements on recorded plat.

**Yes** for Lots 54 through 56 for Private Utility Easements on recorded plat.

**Yes** for Lots 31, 66, 67 and 78 through 89 for Private Pedestrian and Vehicular Access Easements on recorded plat.

**Yes** for Lots 56 through 61 for Private Water Line Easements on recorded plat.

Title Question 1.K.

Are there any covenants, conditions, or restrictions recorded against the property?

**Yes** For all lots. The Declaration of Protective Covenants for Woodside Walk and the Parking Covenants for the property are attached. Any other covenants, conditions and restrictions will be shown on the preliminary title report.

**Yes** for Lots 30 and 31 Declaration of Covenants, Conditions, Restrictions and Easements under recording number 200604030318.

**Yes** for Lots 66 and 67 Declaration of Covenants, Conditions, Restrictions and Easements under recording number 200809080113.

Water Question 2.C. – Outdoor Sprinkler System

Is there an outdoor sprinkler system for the property?

Portions of the front yard may contain a sprinkler system maintained by the Community Organization.

Sewer/On-Site Sewage System Question 3.C.

Is the property subject to any sewer system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service?

**Yes**, sewer capacity charge.

Seller's Representative Initials: \_\_\_\_\_

Date: \_\_\_\_\_

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Homeowners' Association Question 6.A.

Name of Association: Woodside Walk Community Organization  
Contact Information: Woodside Walk Community Organization  
1203 – 114<sup>th</sup> Avenue SE  
Bellevue, WA 98004

Homeowners' Association Question 6.B.

Homeowners' Dues are currently **\$625** per year billed semiannually (**\$312.50** every six months).

Homeowners' Association Question 6.D.

The Community Organization maintains common areas including the entries, certain boulevard landscaping and fences, recreational facilities, etc. The Community Organization also maintains the front yards of the residences. Please contact the Community Organization for specific information.

Environmental Question 7.B.

All foundations are constructed on suitable natural soils or on structurally engineered fills to building code standards. Yard areas may contain suitable nonstructural fill.

Environmental Question 7.H.

All power lines in the community are located underground. Certain lots in the community have power equipment (e.g. vaults) located within recorded easements granted to the power company.

Seller's Representative Initials: \_\_\_\_\_  
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Date: \_\_\_\_\_

WHEN RECORDED RETURN TO

NAME Lozier at Woodside LLC  
ADDRESS 1203 114<sup>th</sup> Avenue SE  
CITY, STATE, ZIP Bellevue, WA 98004



200509131107 7 PGS  
09-13-2005 04:27pm \$38.00  
SNOHOMISH COUNTY, WASHINGTON

# Chicago Title Insurance Company

701 5th Avenue - Suite 1700 - Seattle, Washington 98104

**DOCUMENT TITLE(S)**

1 Parking Covenants **CHICAGO 5970749** ⑦/39-  
2  
3  
4

**REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:**

Additional numbers on page \_\_\_\_\_ of document

**GRANTOR(S):**

1 Lozier at Woodside LLC  
2  
3  
 Additional names on page \_\_\_\_\_ of document

**GRANTEE(S):**

1 Woodside Walk Community Organization  
2  
3  
 Additional names on page \_\_\_\_\_ of document

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

**LEGAL DESCRIPTION**

Lot-Unit	1-89	Block	Volume	Page
Section		Township	Range	
Plat Name	Woodside Walk recorded 200505265392			

Additional legal description is on page \_\_\_\_\_ of document

**ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(S): 27050600200100**

Additional legal description is on page \_\_\_\_\_ of document

The Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein

**Return Address** Lozier at Woodside, LLC  
ATTN: Michael D Levy  
1203 - 114<sup>th</sup> Ave. SE  
Bellevue, WA 98004

<b>Document Title</b>	Parking Covenants
<b>Reference Number(s) of Related Documents</b>	
<b>Grantor</b>	Lozier at Woodside, LLC
<b>Grantee</b>	Woodside Walk Community Organization
<b>Legal Description</b>	Lots 1 through 89, Woodside Walk, according to the plat thereof recorded under Snohomish County Auditor's File No 200505265392, records of Snohomish County, Washington
<b>Assessor's Property Tax Parcel Account Number(s)</b>	27050600200100

### **PARKING COVENANTS**

These Parking Covenants are hereby entered into by and between Lozier at Woodside, LLC, a Washington limited liability company ("Grantor") and Woodside Walk Community Organization, a Washington nonprofit corporation ("Grantee" or "Community Organization")

WHEREAS, Grantor owns certain real property, described as Lots 1 through 89 of the Woodside Walk community, approved by the City of Mill Creek, commonly known as Woodside Walk, under Snohomish County file Number 200505265392 (hereinafter, "Grantor's Property"), and

WHEREAS, Grantee is the homeowners' association formed for the benefit of the Woodside Walk community; and

WHEREAS, Grantor and Grantee are subject to the benefits and burdens of the final plat approval for Woodside Walk;

WHEREAS, Grantor and Grantee wish to ensure adequate parking for visitors and guests at the Woodside Walk community, and

WHEREAS, both Grantor's and Grantee's Properties will be directly benefited and burdened by the following Covenants.

NOW THEREFORE, Grantor and Grantee hereby agree as follows.

1 Grantor, their heirs, successors, and assigns, and Grantor's property, and Grantee agree to the following COVENANTS:

- a. Grantor covenants, agrees and warrants that the owners and occupiers of the completed residential units located on Grantor's Property will maintain and park no more than two vehicles within the community.
- b. Grantor covenants, agrees and warrants that if more than one vehicle is within the community, one of the two vehicles referenced in Paragraph (1)(a), above, will be stored in the garage of the residential unit on Grantor's Property at all times when not in active use. If Grantor has two oversized vehicles that do not fit in the garage, then one shall be stored in an off-site location outside the Woodside Walk community.
- c. Grantor covenants, agrees and warrants that the garage will not be used for storage purposes that would prohibit use of the garage to store one vehicle.
- d. Grantor covenants, agrees and warrants they will use best efforts to utilize the parking pad (driveway), if any, in front of the above-referenced garage to park the second vehicle.

- e Grantor covenants, agrees and warrants not to park, nor to allow their visitors or licensees to park in streets and alleys that are posted or marked as no parking or fire lanes
- f. Grantor grants and authorizes Grantee the right to impose a fine of twenty-five dollars (\$25.00) per day and the right to tow violators, at the violator's and the applicable lot owner's expense, of these Covenants after Grantee gives two notices of violation of these Covenants
- g. At the time of closing of each lot of the Grantor's Property, Grantor agree to provide the following information regarding their vehicles:
  - i Make
  - ii Model
  - iii Year
  - iv License plat number
- h. Grantor agrees to provide updated information listed under Paragraph (1) (g), above, as necessary or upon written request by Grantee.
- i The owners of any lot within the Community agree to notify any tenant of the existence of this Covenant

2 Until the closing of the sales for ninety percent (90%) of lots within the Woodside Walk community, these Covenants may not be modified without the written consent of Lozier at Woodside, LLC. Lozier at Woodside, LLC may withhold their consent in their sole discretion. In addition, Lozier at Woodside, LLC shall retain the right to unilaterally terminate this Parking Covenant at any time prior to December 31, 2007 by filing a notice of termination with the

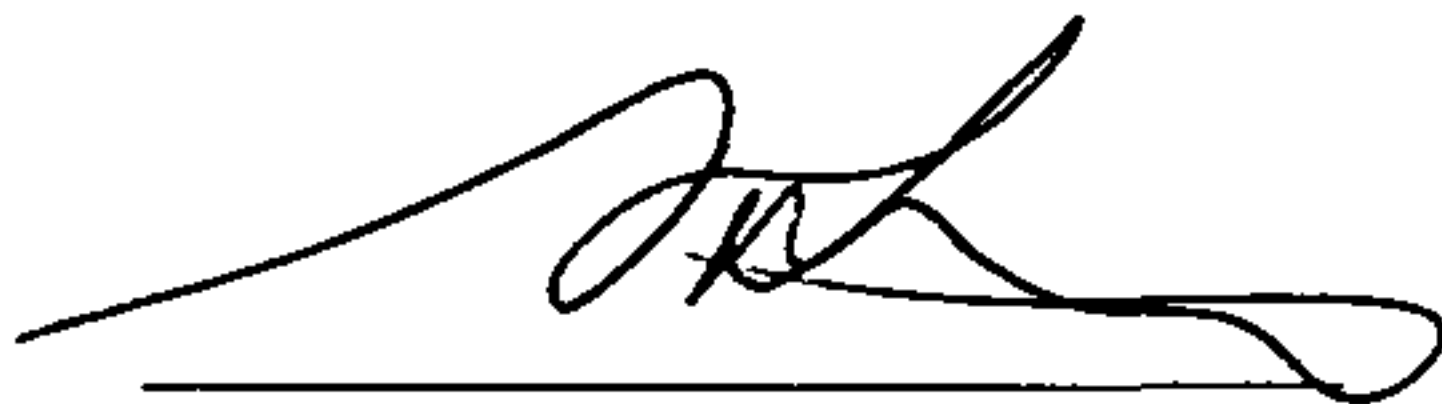
Snohomish County Auditor These provisions shall not run with the land and shall be retained by Lozier at Woodside, LLC.

3 Except as noted in Paragraph 2 above, the covenants and all other rights contained herein shall run with and bind the land and shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns

4 If any Party engages an attorney in connection with any action in a court of law or arbitration to enforce these Covenants, the prevailing party in such action or proceeding will be entitled to recover its reasonable attorneys' fees and other litigation expenses

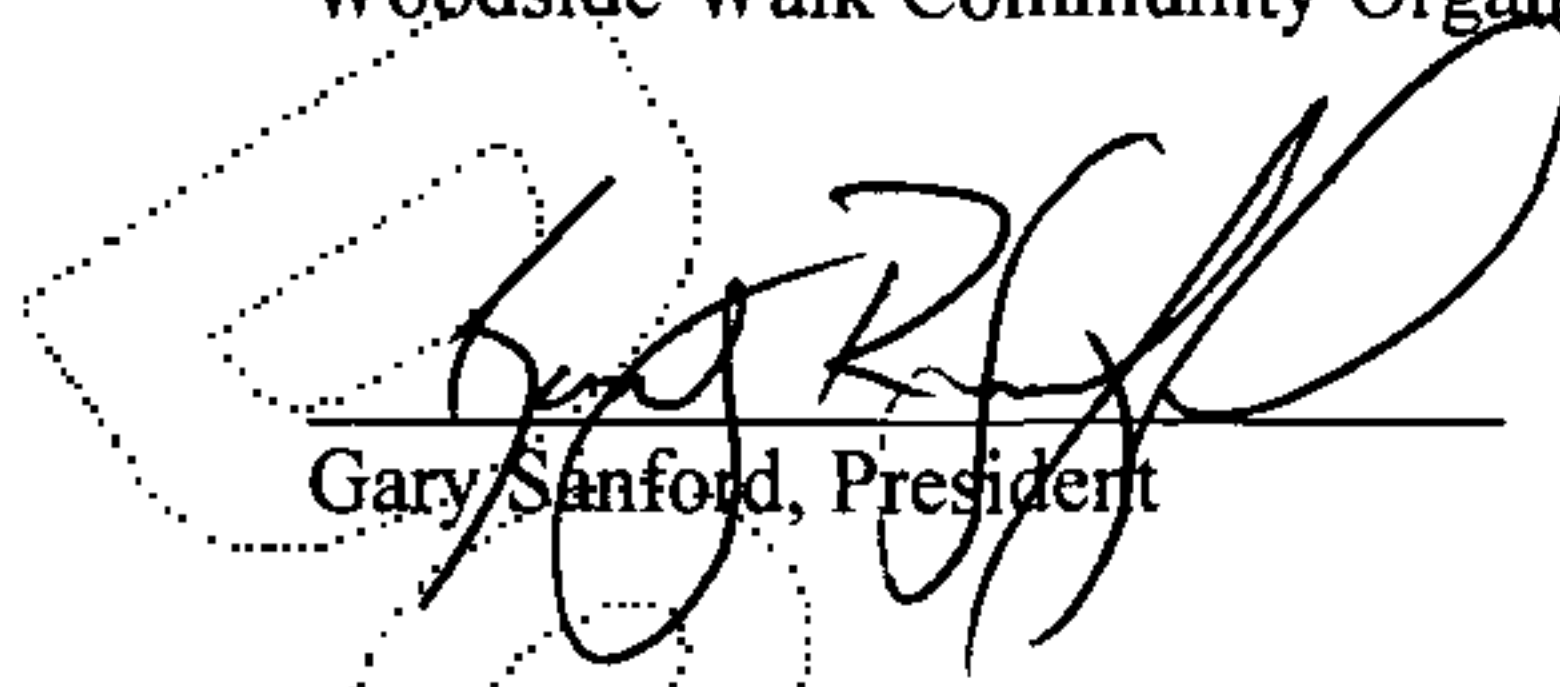
EXECUTED this 31st day of August, 2005

GRANTOR  
Lozier at Woodside, LLC



Michael D. Levy, Manager

GRANTEE.  
Woodside Walk Community Organization

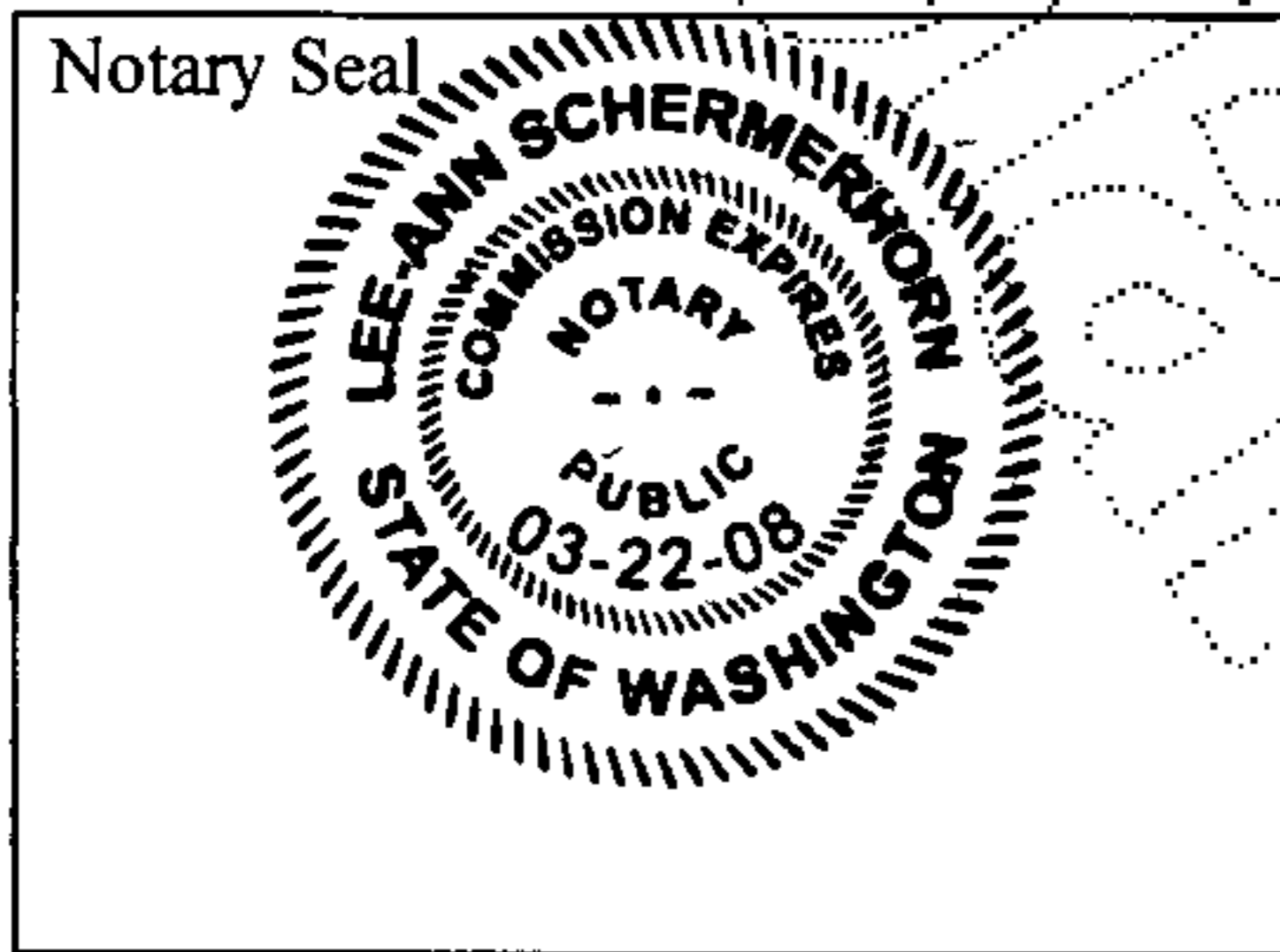


Gary Sanford, President

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Michael D Levy is the person who appeared before me and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Manager of Lozier at Woodside, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED 8/3/05

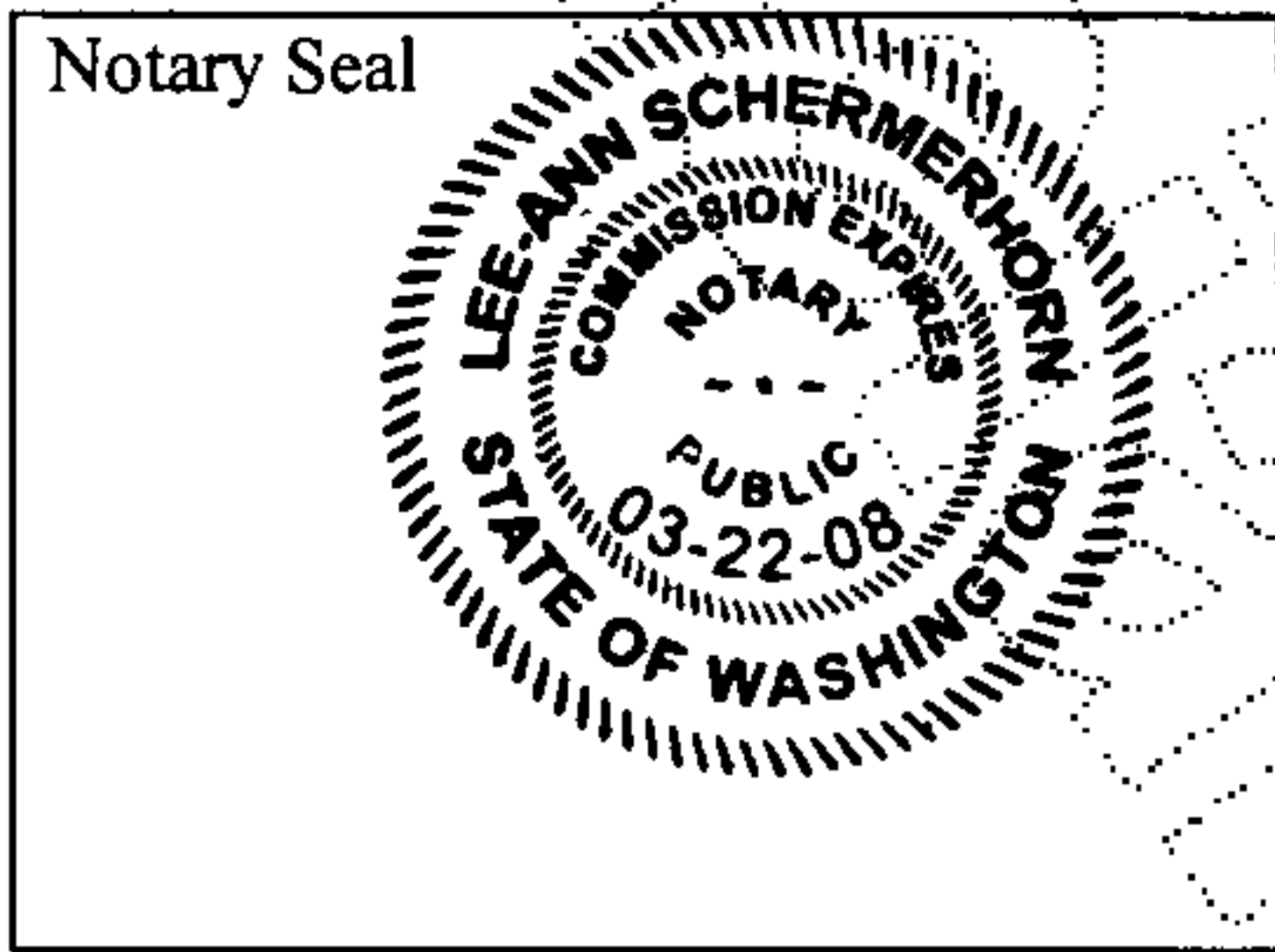


Lee Ann Schermehorn  
Lee Ann Schermehorn (Print Name)  
Notary Public  
Residing at Kent  
My appointment expires 3/22/08

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Gary Sanford is the person who appeared before me and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the President of Woodside Walk Community Organization to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

DATED: 8/31/05



Lee-Ann Schermerhorn  
Lee Ann Schermerhorn (Print Name)  
Notary Public  
Residing at Kent  
My appointment expires: 3-22-08