

DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
MEADOWGREEN

A Planned Residential Community

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DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS
OF MEADOWGREEN

THIS DECLARATION is made on October, 1989, by Dujardin Development Company, hereinafter referred to as "Declarant."

Declarant is the owner of certain real property in Snohomish County, Washington, commonly known as "MEADOWGREEN," the legal description of which is attached hereto as Exhibit A and incorporated herein by this reference (the "Property").

The Property has been approved by Snohomish County for development under File no. ZA8804174, as the Plat/PRD of Meadowgreen.

Declarant desires to subject the Property to the covenants, conditions restrictions, reservations, easements and charges set forth herein for the benefit of the Property and its present and subsequent owners.

NOW, THEREFORE, Declarant hereby declares that the Property is and shall be held, sold and conveyed subject to the covenants, conditions, restrictions, reservations, easements and charges hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. These covenants, conditions, restrictions, reservations, easements and charges shall constitute covenants running with the Property and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

As used in these covenants the terms set forth below shall have the following means:

1.1. "Approved by the Association" means approved by the Board of Directors of the Association (or, where required by law, the Articles of Incorporation of the Association or its Bylaws, by the members) pursuant to a resolution adopted in accordance, with its Bylaws, which resolution may either be specific to a particular instance, delegate general powers to approve certain matters to an officer or agent of the Association, or set forth a general policy as to a matter, compliance with which shall constitute approval within the meaning of this definition.

1.2. "Association" means the nonprofit corporation to be formed to serve as an owner's association as provided in Article VII below, and its successors and assigns.

1.3. "Common Areas" means those portions of the Property designated as such in this Declaration and in the plat of Meadowgreen and any improvements and facilities constructed or placed thereon which are intended to be devoted to the common use and enjoyment of the Owners of the Property.

1.4. "Declarant" means Dujardin Development Company.

1.5. "Lot" means any numbered Lot of land shown upon the recorded plat of the Property, excluding tracts owned by the Association and Common Areas.

1.6. "Mortgage" and "Mortgagee" include, respectively, a mortgage, a deed of trust, and a real estate contract, and a mortgagee, a beneficiary of a deed of trust and a vendor under a real estate contract.

1.7. "Owner" shall mean the owner of record, whether one or more persons or entities, of fee simple title to or a vendee's interest in any Lot, but excluding those having such interest merely as security for the performance of an obligation.

1.8. "PRD" means a planned residential development as defined in Snohomish County ordinance 86-037, adopted May 7, 1986, as amended March 30, 1988, by ,Snohomish County ordinance 88-013, and as hereafter amended.

1.9. The "Property" means Meadowgreen, as described in these Covenants and in the plat thereof filed in the Plat Records of Snohomish County, Washington.

1.10. These "Covenants" means the protective covenants, conditions, restrictions, reservations, easements and charges set forth in this Declaration with respect to the Property, together with the Association rules described below, as the same may be amended or supplemented from time to time in accordance with the provisions of this Declaration.

ARTICLE II

Property Subject to These Covenants

Declarant hereby declares that all of the Property is owned and shall be owned, conveyed, hypothecated, encumbered, used, occupied and improved subject to these Covenants.

ARTICLE III

Common Areas

The Common Areas shall consist of the following:

- (a) recreational open space and multi-purpose playcourt (identified as Tract 101 on the plat of Meadowgreen); and
- (b) recreational open space (identified as Tract 102 on the plat of Meadowgreen);

ARTICLE IV

Property Rights in Common Areas

4.1. Owners' Easements of Enjoyment in Common Areas. Every Owner and his family, tenants, guests and invitees shall have a right and easement of enjoyment in and to the Common Areas, which easement shall be appurtenant to and shall pass with the title to every Lot.

4.2. Extent of Owners' Rights in Common Areas. The rights and easements of enjoyment in the Common Areas created by these Covenants shall be subject to the following and all other provisions of these Covenants:

- (a) Easements. Declarant reserves to itself and grants to the Association for the benefit of Declarant, the Association and all Owners of Lots within the Property the following easements over all Common Areas:

- (i) An easement for installation and maintenance of power, water, communication and other utility services;

(ii) An easement for construction of improvements on, maintenance, repair and use of Common Areas; and

(iii) An easement for the purpose of making repairs to existing structures and carrying out sales activities necessary or convenient for the sale of Lots.

Declarant or the Association may grant or assign such easements to municipalities or utilities performing utility services for the Property, and Declarant and the Association intend to grant free access thereon to police, fire and other public officials and to employees of utility companies serving the Property.

(b) Limitations on Use. In addition to the limitations contained in Article VI and any other limitations contained in these Covenants, the rights of Owners and their invitees to use the Common Areas shall be limited by the right of the Association to adopt, amend and repeal rules and regulations governing the use of Common Areas.

ARTICLE V

Property Rights in Lots

5.1. Use and Occupancy. The Owner of a Lot in the Property shall be entitled to the exclusive use and benefit of such Lot, except as otherwise expressly provided in these Covenants, but the Lot shall be bound by and the Owner shall comply with the restrictions contained in Article VI and all other provisions of these Covenants and all applicable laws and ordinances for the mutual benefit of all Owners.

5.2. Easements Reserved. In addition to any utility and drainage easements shown on the recorded plat of Meadowgreen, Declarant hereby reserves the following easements for the benefit of Declarant and the Association:

(a) Adjacent Common Area. The Owner of any Lot which abuts any Common Area shall, if the Association elects from time to time so to require, permit the Association to enter upon such Lot to perform the maintenance of such Common Area.

(b) Right of Entry. Declarant and any representative of the Association authorized by it may at any reasonable time, and from time to time at reasonable intervals, enter upon any Lot for the purpose of determining whether or not the use and/or improvements of such Lot are then in compliance with these Covenants. No such entry shall be deemed to constitute a trespass or otherwise to create any right of action in the Owner of such Lot.

ARTICLE VI

Use Restrictions

6.1. Residential Use. The only permanent structures which shall be erected, placed or permitted to remain on any Lot shall be the following:

(a) One detached single-family dwelling per Lot, designed and used for single-family occupancy only. All single-family dwellings shall have at least 1,000 square feet of finished living area, and shall have an attached or detached garage or carport. There shall be no openings or windows allowed in the wall of any structure which immediately abuts a Lot line with no side yard setback, where no side yard setback is permitted by relevant law or regulation.

(b) One private garage or carport per Lot designed and used for not more than three standard-sized vehicles.

(c) Minor outbuildings which are well constructed and normal accessories to residential uses.

6.2. Prohibited Occupancies. No structure of a temporary character, trailer, mobile home, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently. All such structures must comply with the applicable building code.

6.3. Garbage and Waste Materials. No Lot shall be used as a dump for trash or rubbish of any kind. All garbage and other waste shall be kept in approved sanitary containers for proper disposal by the Owner. Such containers shall be stored in areas which are screened from public view, except for garbage pickup days, if any. Yard rakings such as rocks, dirt, grass clippings and similar materials shall not be dumped in public rights-of-way or Common Areas. The removal and disposal of all such material shall be the sole responsibility of the individual Lot owner.

6.4. Completion of Construction. Construction work on buildings and structures shall be prosecuted diligently and continuously until the same are fully completed and painted. All structures shall be completed as to external appearance, including finish painting, within nine months from the date construction commences.

6.5. Maintenance of Structures and Grounds. Each Owner shall maintain his Lot and improvements thereon in a clean and attractive condition, in good repair and in such fashion as not to create a fire hazard. Such maintenance shall include, without limitation, painting, repair, replacement and care for roofs, gutters, downspouts, exterior building services, walks and other exterior improvements, and glass surfaces. In addition, each Owner shall keep all shrubs, trees, grass and plantings of every kind on his Lot neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. Damage caused by fire, flood, storm, earthquake, riot, vandalism, or other causes shall likewise be the responsibility of each Owner.

6.6. Vehicles in Disrepair. No Owner shall permit any vehicle which is in an extreme state of disrepair or inoperable to be abandoned or to remain parked upon any Lot, public right-of-way or on the Common Areas for a period in excess of 48 hours. A vehicle shall be deemed to be in an "extreme state of disrepair" when, in the opinion of the Board of Directors of the Association, its presence offends the occupants of the neighboring Lots.

6.7. Offensive Activities. No noxious, illegal or offensive activity shall be carried on within any Lot, public right-of-way or on the Common Areas, nor shall anything be done or placed upon any Lot, public right-of-way or on the Common Areas which interferes with or jeopardizes any Owner's use and enjoyment of his Lot and the Common Areas.

6.8. Animals. No animal or fowl of any kind shall be raised, bred or kept on any Lot, except that cats, dogs, birds or other household pets may be kept if they are not bred or maintained for any commercial purpose, and in any event they shall not be kept in numbers or under conditions so as to interfere with or jeopardize any Owner's use and enjoyment of his Lot and the Common Areas. No pets, other than cats, may enter the Common Areas unleashed.

6.9. Recreational Vehicles and Equipment. Parking of boats, trailers, motorcycles, trucks, truck campers, motor homes, other recreational vehicles and like vehicles and equipment shall not be allowed for any period in excess of 48 hours on any part of a Lot, public right-of-way or on the Common Areas, excepting only within the confines of an enclosed garage or screened area of a Lot.

6.10. Common Areas. Common Areas are to be maintained by the Association and no changes in landscaping, removal or trimming of trees, lawns, or shrubs in the Common Areas will be permitted unless approved by the Association. No building, wall, fence, paving, landscaping or construction of any type shall be erected or maintained by any Owner so as to trespass or encroach upon the Common Areas.

The Board of Directors of the Association shall have authority to abate any such trespass or encroachment upon the Common Areas at any time, by any reasonable means and with or without having to bring legal proceedings.

6.11. Paths and Streets. All paths and streets in the Property are for the use of Owners on an equal basis, subject to reasonable rules and regulations from time to time approved by the Association. Automobile parking is prohibited in front of private driveways and no obstruction or barrier is allowed on, across, or adjacent to public rights-of-way, walkways or paths which would interfere with any other Owner's use of the Common Areas or access to his own Lot.

6.12. Signs. Unless approved by the Association, no sign of any kind shall be displayed to the public view on any Lot or structure, except one professional sign of not more than five feet square advertising that the Lot and any improvement are for sale or rent, or project signs used by Declarant to advertise the Property during the construction and sales period.

6.13. Fences. No fence or wall within 20 feet of a public right-of-way may be higher than three (3) feet from the ground level.

6.14. Landscape Completion. All front yard landscaping must be completed within two months from the date of occupancy of the residence constructed thereon. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time if such extension is approved by the Association.

6.15. Antennas and Service Facilities. Except as approved by the Association, no exterior antennas may be placed upon the roof of any structure on any Lot. Clotheslines and other service facilities shall be screened so as not to be viewed from the Street, Common Areas, or other Lots.

6.16. Outbuildings. Outbuildings, such as garden sheds, wood sheds, storage sheds and shelters for domestic animals, shall be permitted only within the fenced portion of a Lot, or shall be screened from public view. Outbuildings shall be set back at least six feet from any dwelling unit or garage. No outbuilding shall exceed eight feet in height.

6.17. Grading and Storm Drainage. Re-grading of any part of a Lot shall be limited to the minimum necessary for appropriate development. Grades at boundary lines of Lots shall blend with the grades of adjacent Lots. Grading shall not permit surface water to flow in such a way as to be a detriment to adjacent Lots or public rights of way. Runoff from paved surfaces and buildings shall be directed into the public storm drainage system.

6.18. View-Obstructing Trees. No trees on any Lot shall be allowed to exceed 25 feet in height if they unreasonably obstruct the view of any other Owner.

6.19. Outside Storage. There shall be no outside storage on any portion of a Lot except within an area which is screened from public view.

6.20. Association Rules and Regulations. The Association from time to time may adopt, modify, or revoke such additional rules and regulations governing the conduct of persons and the operation and use of the Lots and the Common Areas as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Property. Such action shall be taken in accordance with the Association's Articles of Incorporation and Bylaws.

ARTICLE VII

Association

Declarant shall organize an association of all the Owners within the Property for the benefit of the Property and the Owners. Every Owner of one or more Lots within the Property shall immediately upon

creation of the P and thereafter during the entire period of such Owner's ownership of one or more Lots within the Property, be a member of the Association. Such membership shall commence, exist and continue simply by virtue of such ownership, shall expire automatically upon termination of such ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership. The powers, duties and obligations of the Association, and the voting rights of its members, shall be as set forth in these Covenants and in the Association's Articles of Incorporation and Bylaws.

ARTICLE VIII

Maintenance and Assessments

8.1. Maintenance. The Association shall maintain or provide for the maintenance and insurance of the Common Areas and all improvements thereon in an adequate and reasonable manner as determined by the Board of Directors of the Association.

8.2. Creation of Lien and Personal Obligation for Assessments. Declarant, for each Lot owned by it within the Property, does hereby covenant, and each Owner by acceptance of a conveyance of any Lot, whether or not so expressed in any such conveyance, shall be deemed to covenant to pay to the Association all assessments or other charges as may be fixed, established and collected from time to time in the manner provided in these Covenants and the Bylaws of the Association. Such assessments and charges, together with any interest, expenses or attorneys' fees imposed pursuant to Section 10.6, shall be a charge on the land and shall be a continuing lien upon the Lot and any improvements now or hereafter made thereon against which each such assessment or charge is made. Such assessments, charges and other costs shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment, charge or other cost fell due. Such liens and personal obligations shall be enforced in the manner set forth in Article X below.

8.3. Purpose of Assessments. The assessments levied by the Association pursuant to these Covenants shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Owner and residents in the Property, and in particular for the improvement and maintenance of improvements, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas and of the Lots, including, but not limited to, the payment of taxes and insurance on the Common Areas, and construction of improvements thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof, and the costs of providing the maintenance and insurance required in Section 8.1 above.

8.4. Amount of Annual Assessments. The maximum annual assessment for purposes of Section 8.3 above, unless increased as provided below, shall be \$50.00 per year for each Lot, except no assessment shall be levied against any Lot until such time as it is first sold by the Declarant.

8.5. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall be assessed on a calendar year basis (with due dates as described below) and shall commence for each Lot on the date such Lot is sold by Declarant to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association 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. Assessment due dates shall be established by the Board of Directors of the Association, and may be structured on a monthly, quarterly or other periodic basis. 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.

8.6. Special Assessments for Capital Improvements. In addition to the assessments authorized by Section 8.4 above, the Association may levy in any assessment year one or more special

assessments, applicable to that year only, for the purpose of defraying all or part of the cost of any construction or reconstruction, unexpected repair, or replacement of any improvement upon the Common Areas and other areas maintained by the Association, including the necessary fixtures and personal property related thereto. No such assessment may be levied without the assent, whether by vote or written consent, of two-thirds of the voting power of Association. The special assessment shall be made against each Lot in the Property equally.

8.7. Change of Maximum Annual Assessment Amount. Any increase or decrease of the annual assessment amount described in Section 8.4 must have the assent, whether by vote or written consent, of two-thirds of the voting power of the Association.

ARTICLE IX

Architectural Control

9.1. Architectural Control Committee. There is hereby created an Architectural Control Committee which shall initially consist of the Board of Directors of the Association. The Board may delegate the duties of the Architectural Control Committee to a separate committee composed of three or more members appointed by the Board. The members shall serve at the pleasure of the Board. The committee shall elect a chairman from among its members. No members of the committee shall be entitled to any compensation for services performed in said capacity, except they may be reimbursed by the Association for actual costs and expenses incurred in the course of their duties.

9.2. Powers and Duties of Architectural Control Committee. No building, fence, wall or other structure shall be erected, maintained or occupied upon any Lot, nor shall any exterior addition to or significant change or alteration in the exterior appearance thereof be made until the plans and specifications showing the nature, kind, shape, size, height, materials, general appearance and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee. The committee shall apply the following criteria:

- (a) All structures and fences, including their orientation, setbacks, elevations, exterior treatment, shape and architectural style, and the indoor/outdoor relationships created on the Lot, shall conform to the plans and specifications for the development which were approved by Snohomish County as a part of the final plat/PRD of Meadowgreen.
- (b) All such development shall conform to the written conditions of approval imposed on the plat/PRD of Meadowgreen by Snohomish County.
- (c) All such development shall conform to the Use Restrictions contained in Article VI hereof.
- (d) All such development shall conform to applicable building codes of the State of Washington and Snohomish County.
- (e) All such development shall be harmonious in relation to surrounding structures and topography, and shall be consistent with the quality and character of residential development in Meadowgreen.

9.3. Review and Approval by Architectural Control Committee. All applications to the Architectural Control Committee for approval shall be in writing and shall be supplemented by such supporting data as the committee may require. The committee's approval or disapproval shall be in writing. In the event the committee fails to approve or disapprove within thirty (30) days after receipt of an application (together with any required supplemental materials), approval will not be required and this covenant shall be deemed to have been fully complied with, unless prior to completion of construction the Owner fails to comply with the plans submitted to the committee.

9.4. Records. The Architectural control Committee shall retain one complete set of approved plans and all other records of action it takes, and the same shall become part of a permanent file.

9.5. Variances. The Architectural Control Committee shall have authority in any individual case to grant a variance from any of the Use Restrictions contained in Article VI hereof, provided that no such variance may permit development which is inconsistent with binding requirements of the plat/PRD of Meadowgreen or the state or county building codes, Variances shall only be granted in cases of. unique hardship where there will be no material detriment to surrounding Lots nor inconsistency with the intent and purpose of these Covenants, and in cases where alternative designs or use of materials are shown to be at least as desirable as those otherwise required.

9.6. Liability of Architectural Control Committee. Neither the Architectural Control Committee nor any members thereof shall incur personal liability for acts or omissions of said committee in the performance of its duties hereunder.

9.7. Exemption for Declarant. Any and all initial construction of a Lot performed by the Declarant or its authorized agents shall be exempt from the authority of the Architectural Control Committee; provided, however, that all such construction shall conform to the, specified in Section 9.2 above.

ARTICLE X

Enforcement

10.1. Use of Common Areas and Facilities. In the event any Owner shall violate any provision of these Covenants, the Bylaws of the Association or rules adopted by the Association, the Board of Directors of the Association shall notify the Owner in writing that the violations or nuisances exist and that he or she is responsible for them, and after such notice and an opportunity to be heard before the Board, the Board may (a) notify the Owner in writing that his voting rights and right to use the Common Areas are suspended and that the duration of such suspension shall continue for the period that the violations or nuisances remain unabated, or for any period not to exceed 30 days for any infraction of its rules and regulations, (b) impose fines upon the Owner, as such fines may be provided for in the Bylaws and rules of the Association, or may do both. Any such fines shall be secured by the lien on the Lot and all improvements thereon provided in Section 8.2, and may be collected by enforcement of such lien as provided by law. Nothing in this section, however, shall give the Association the right to deprive any Owner of access to and from his Lot.

10.2. Non-qualifying Improvements and Violation Of Use Restrictions. In the event any Owner constructs or permits to be constructed on his Lot an improvement contrary to the provisions of these Covenants, or causes or permits any improvement, activity, condition or nuisance contrary to the provisions of these Covenants to remain uncorrected or unabated on his Lot, then the Board of Directors of the Association shall notify the Owner in writing of any such specific violations of these Covenants and shall require the Owner to remedy or abate the same in order to bring his Lot, the improvements thereon and his use thereof, into conformance with these Covenants. If the Owner is unable, unwilling or refuses to comply with the Board of Directors' specific directives for remedy or abatement within 14 days after the written notice to the Owner and an opportunity for the Owner to be heard before the Board, and the Owner and the Board of Directors cannot agree to a mutually acceptable solution within the framework and intent of these Covenants, then the Board of Directors shall have the right to:

- (a) Impose reasonable fines against such Owner in the manner and amount it deems appropriate in relation to the violation, which fines are secured by the lien provided in Section 8.2;
- (b) Enter the offending Lot and remove the cause of such violation, or alter, repair or change the item which is in violation of these Covenants in such a manner as to make it conform thereto,

in which case the Board of Directors may assess such Owner for the entire cost of the work done; and

(c) Bring suit or action against the Owner on behalf of the Association and other Owners to specifically enforce these Covenants.

10.3. Default in Payment of Assessments; Enforcement of Lien. If an assessment or other charge levied under these Covenants is not paid within 30 days of its due date, such assessment or charge shall become delinquent and shall bear interest at the rate set forth below. The president or secretary of the Association shall file in the office of the appropriate official of Snohomish County a notice of lien stating the amount of the delinquent assessments, together with interest, expenses and attorneys' fees as provided in Section 10.6 below, and upon payment in full thereof shall execute and file a proper release of such lien. Such sum, together with any unpaid assessments and charges thereafter accruing, shall constitute a lien upon such Lot from the date of delinquency until the date the lien is released, and the Association may enforce such lien in the manner provided by law with respect to a lien on real property. In addition, the Board of Directors of the Association may bring an action at law to enforce payment of a delinquent assessment or charge against the Owner personally obligated to pay the same, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation until a lien is filed and shall not pass to his successors in title unless expressly assumed by them. However, the obligation to pay any assessments accruing after the filing of a lien shall pass with the Lot and shall also become the personal obligation of the successors in title thereto.

10.4. Notification and Rights of First Mortgagees. The Board of Directors of the Association may notify any first mortgagee of any individual Lot of any default in performance of these Covenants by the Lot Owner which is not cured within 60 days without any liability to the Owner.

10.5. Subordination of Lien to Mortgagees. The lien of the assessments or charges provided for in these Covenants shall be subordinate to the lien of any Mortgage on such Lot which was made in good faith and for value and which was recorded prior to the recordation of the notice of lien. Sale or transfer of any Lot shall not affect the lien created hereunder, but the sale or transfer of any Lot which is subject to any such Mortgage pursuant to a decree of foreclosure there under or order of an appropriate court shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer, however, shall not release the Lot or its new Owner from liability for any assessments or charges thereafter becoming due or from the lien of such assessments or charges.

10.6. Interest; Expenses and Attorneys' Fees. Any amount not paid to the Association when due in accordance with these Covenants shall bear interest from the due date until paid at the rate of twelve percent (12%) per annum, or such other rate as may be established by the Board of Directors of the Association from time to time, but in no event shall such rate exceed the highest lawful rate of interest under the laws of the State of Washington for loans of this type. In the event the Board of Directors of the Association or any Owner shall bring any suit or action to enforce these Covenants, or to collect any money due hereunder, or to foreclose a lien, the Owner-defendant shall pay to the plaintiff all costs and expenses incurred by it in connection with such suit or action, including a foreclosure title report, and the substantially prevailing party in such suit or action shall recover such amount as the court may determine to be reasonable as attorneys' fees at trial and upon any appeal or petition for review thereof.

10.7. Non exclusiveness and Accumulation of Remedies. An election by the Board of Directors of the Association to pursue any remedy provided for violation of these Covenants shall not prevent concurrent or subsequent exercise of another remedy permitted hereunder. The remedies provided in these Covenants are not exclusive but shall be in addition to all other remedies, including actions for damages and suits for injunctions and specific performance, available under applicable law to the Association or the Owners. Each Owner, in his individual capacity, shall have the right to enforce these Covenants provided, however, no Owner may sue to prevent or abate an actual or threatened violation of these Covenants without having exhausted the remedies available to him or her within the Association, and having allowed the Association at least 30 days to take effective action. The Declarant shall have no obligation to enforce or to seek the enforcement of these Covenants. The Declarant shall have no liability

for the enforcement or non-enforcement of these Covenants, except to the extent that it is acting as an individual Lot Owner.

ARTICLE XI

Miscellaneous Provisions

11.1. Amendment and Repeal. These Covenants may be amended at any time upon the affirmative vote of not less than two—thirds of the voting power of the Association. In addition, majority approval must be obtained from eligible Mortgage holders (those holders of a first Mortgage on a Lot who have requested the Association to notify them of any proposed action amending these Covenants) representing at least 51% of the votes of members who have mortgaged their Lots to eligible Mortgage holders; provided, however, that approval from an eligible Mortgage holder shall be implied if such a party fails to submit a response to a written proposal for an amendment within 30 days after such proposal is mailed to such a party. Any amendments to these Covenants must be recorded in the records of the Snohomish County Auditor.

11.2. Duration. These Covenants shall run with the land and shall be and remain in full force and effect at all times with respect to all property included within the Property and the Owners thereof for an initial period of 30 years commencing with the date on which this Declaration is recorded. Thereafter, these Covenants shall continue to run with the land and be and remain in full force and effect at all times with respect to all property within the Property and the Owners thereof for successive additional periods of 10 years each. The continuation from the initial or any additional period into the next subsequent period shall be automatic and without the necessity of any notice, consent another action whatsoever; provided, however, that these Covenants may be terminated at the end of the initial or any additional period by resolution approved not less than six months prior to the intended termination date by the vote or written consent of not less than 90 percent of the voting power of the Association. Any such termination shall become effective only if a certificate of the president or secretary of the Association certifying that termination as of a specified termination date has been approved in the manner required herein is duly acknowledged and recorded with the Auditor of Snohomish County, Washington, not less than six months prior to the intended termination date.

11.3. Joint Owners. In any case in which two or more persons share the ownership of any Lot, regardless of the form of ownership, the responsibility of such persons to comply with these Covenants shall be a joint and several responsibility and the act or consent of any one or more of such persons shall constitute the act or consent of the entire ownership interest; provided, however, that in the event such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter, any such person may deliver written notice of such disagreement to the Association, and the vote or right of consent involved shall then be disregarded completely in determining the proportion of votes or consents given with respect to such matter.

11.4. Lessees and Other invitees. Lessees, invitees, contractors, family members and other persons entering the Property under rights derived from an Owner shall comply with all of the provisions of these Covenants restricting or regulating the Owner's use, improvement or enjoyment of his Lot and other areas within the Property. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the owner himself.

11.5. Construction; Severability; Number; Caption. These Covenants shall be liberally construed as an entire document to accomplish the purposes thereof as stated in the introductory paragraphs hereof. Nevertheless, each provision of these Covenants shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision.

As used herein, the singular shall include the plural and the plural the singular, and the masculine and neuter shall each include the masculine'; feminine and neuter, as the context requires. All captions used herein are intended solely for convenience or reference and, shall in no way limit any of the provisions of these Covenants.

11.6. Notices and Other Documents. Any notice or other document permitted or required by these Covenants may be delivered either personally or by mail. Delivery by mail shall be deemed to be delivered when deposited in the United States mail, with postage prepaid, as follows; If to Declarant, Dujardin Development Company, p. O. Box 5308, Everett, Washington 98206; if to the Association, to the principal office of the Association; if to an Owner, at the address given by him at the time of his or her purchase of a Lot, or at the street address of his Lot. The address of a party may be changed by him or her at any time by notice in writing delivered as provided in this section.

11.7. Effective Date. The effective date of these Covenants shall be the date on which they are recorded in the records of the Snohomish County Auditor.

IN WITNESS WHEREOF, Declarant has executed these Covenants this 10th day of October, 1989.

STATE OF WASHINGTON)
) SS.
COUNTY OF SNOHOMISH)

On this 10th day of October, 1989, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared David M. Allegre, to me known to be the President of 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 is the corporate seal of said corporation.

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

LEGAL DESCRIPTION

PARCEL A:

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., EXCEPT COUNTY ROAD KNOWN AS 51ST AVENUE N.E.

PARCEL B:

THAT PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., LYING WEST OF THE CENTERLINE OF QUILCEDA CREEK.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.