

REVISIONS TO ARTICLE 1

PROPOSED DESCRIPTION OF COMMON AREA:

Definitions:

“Snohomish Cascade Drive” means that drive currently designated as Snohomish Cascade Drive, formerly known as 65th Avenue SE, and designated as 65th Avenue SE on the face of the plats of Snohomish Cascade Division I, II, III and IIIA.

“Common Area” means Tracts A through D, G through K and M as designated in the plats of SNOHOMISH CASCADE DIVISION I, II, and III, and Tract 1 referred to in the plat of SNOHOMISH CASCADE DIVISION IIIA, together with all landscaped areas within the right-of-way of Snohomish Cascade Drive, and improvements within said right-of-way, and the Common Fence, all constructed by or for the benefit of the Snohomish Cascade Homeowners Association and reserved for the common use and enjoyment of its owners. While Tracts E and L are labeled “Tracts,” they are merely portions of cul-de-sac, comprised of curb, gutter, sidewalk and asphalt road which Snohomish County shall maintain. Tract F was transferred to the Snohomish School District and is the site upon which Totem Falls Elementary School is constructed. Thus, Tracts E, F and L shall not be considered part of the Common Area.

“Common Fence” means:

- (1) the fence that borders either side of the right-of-way known as Snohomish Cascade Drive, except for the chain-link fence which belongs to the Snohomish School District which borders Tract F;
- (2) from the intersection of Snohomish Cascade Drive and 134th Place S.E., the fence that runs west along the north line of Tract D and continues along the south edge of the right-of-way of 134th Place S.E. until it terminates at the intersection with the Northeast corner of Tract C;
- (3) from the southwest corner of Tract A, the fence that borders the south line of Tract A for a distance of 100 feet?;
- (4) from the northwest corner of Tract K, the fence that borders the north line of Tract K, continuing along the north line of Tract J until it intersects with the fence on the west border of Snohomish Cascade Drive;
- (5) from the northernmost point where Tract B intersects with Snohomish Cascade Drive (behind Lot 24), the fence that borders the north line of Tract B along the rear lot lines of Lots 24, 23, 22 and the west 43 feet of Lot 21, as measured along its rear lot line;

(6) the fences that border the north and south lines of Tract G and Tract I (both tracts provide a footpath to Totem Falls Elementary School.

ANY REVISIONS TO Article 2 – Properties Subject to these Covenants

REVISIONS TO ARTICLE 3

PROPOSED ARTICLE 3.1 -- Residential Use (necessary should a home be destroyed, ie fire, etc.)

No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two stories, plus basement in height and a private garage for not less than two cars. The foregoing provisions shall not exclude construction of a private greenhouse, storage unit, private swimming pool or a shelter or port for the protection of such swimming pool, or for the storage of a boat and/or camping trailer for personal use, provided the location of such structures is in conformity with the applicable municipal regulations, and is compatible in design and decoration with the residence constructed on such lot. (Goal is uniformity)

PROPOSED ARTICLE 3.2 -- Dwelling Size

The minimum allowable square footage of any residence within SNOHOMISH CASCADE DIVISION I, II, III & IIIA, excluding open porches and garages, shall be as follows: ramblers – 1,500 sq. ft.; two-story houses – main or entry level 900 sq. ft., upper level 700 sq. ft.; split-level houses – 1,100 sq. ft.; tri-level houses – 1,200 sq. ft. inclusive of entry and upper level, and 300 sq. ft. of basement level; daylight ramblers – 1,250 sq. ft. on entry or main level.

PROPOSED ARTICLE 3.3 -- Building Setbacks

No building shall be located on any lot nearer to the front, rear or side lot lines than is permitted by Snohomish County Ordinances. In any event, no building shall be located on any lot nearer than twenty (20) feet to the front lot lines, nearer than five (5) feet to the rear lot line, or nearer than five (5) feet to the side lot line.

ARTICLE 3.4 – Easements

No Change

PROPOSED ARTICLE 3.5 – Tree Removal (Undergoing Revision) check plat map to match language

Trees have a public value and a private value, therefore, no trees with a height of twenty (20) or more feet may be removed from any Lot or portion of the Common Area without prior written approval from the Board. Trees which present a danger to the health and welfare of the persons may be removed as circumstances dictate.

PROPOSED ARTICLE 3.6 - BUSINESS AND COMMERCIAL USES – in progress

Any materials related to a commercial business must be stored so as not easily seen and must comply with county code. (consider addressing temporary vs permanent with part 1 and part 2. Consider the activity and storage)

PROPOSED Article 3.7 - REGULATION OF OFFENSIVE ACTIVITIES

No noxious or undesirable thing, activity or use of any Lot or Common Area shall be permitted which is offensive to the community, detracts from the value of neighboring properties, or is illegal. Violation of this covenant shall be determined by the Board, in its sole discretion, after Hearing.

*The following enforcement language should probably go in the enforcement paragraph:
Following the Board's finding of a violation of this provision, the Board, in its reasonable discretion, shall take steps, as are reasonably necessary, including the institution of legal action or the imposition of fines in a manner authorized by RCW chapter 64.38, to abate, remove or terminate said thing, activity or use.*

Need a Hearing provision and an Appeal provision in Enforcement section.

PROPOSED Article 3.8 – Animals

No change

PROPOSED Article 3.9 - SIGN REGULATION

No signs may be placed in the Common Area or upon any Lot except for political, for-sale, or for-rent signs, or signs advertising special events. Such signs shall be temporary and shall not exceed 24 inches by 36 inches in size.

PROPOSED Combining of Articles 3.10 and 3.11 - PARKING REGULATION

Parked Vehicles

No Owner shall permit a boat, trailer, camper, construction equipment, recreational vehicle, or like equipment to remain on any Lot or Common Area, except within the confines of an enclosed garage or behind a solid six-foot fence on a Lot. Notwithstanding the foregoing, any such vehicle may be parked in the driveway of a Lot for no more than 72 hours.

No Owner shall permit an Inoperable Vehicle to remain upon any Lot or Common Area for a period of more than 72 hours.

“Inoperable Vehicle” means a vehicle which is in an extreme state of disrepair or otherwise legally inoperable.

Street parking is governed by State and County law. Enforcement matters may be referred to the Snohomish County Sheriff’s Office or other enforcement agency.

PROPOSED Article 3.12 - TRASH AND YARD WASTE REGULATIONS

Disposal of Trash

No garbage, yard waste, landscaping debris or rubbish of any kind (“Garbage”) shall be discarded or thrown away in any street, right-of-way, Common Area, or another Member’s Lot. A Member shall not discard, accumulate or store Garbage on his/her Lot where it is easily seen. Garbage shall be stored in appropriate sanitary containers, placed where not easily be seen. A pet’s waste shall not be left on any street, right-of-way, Common Area or Lot belonging to another Member, but shall be removed immediately by the pet’s Owner or the Owner’s representative and disposed of in a sanitary trash container or as otherwise required by County regulation.

PROPOSED ARTICLE 3.13 – TEMPORARY STRUCTURES ON LOTS

No structure of a temporary character, trailer, tent, shed, garage, or other outbuilding shall be used on any lot at any time as a residence.

PROPOSED Article 3.14 – STRUCTURES IN COMMON AREA

No building, wall, fence, paving, landscaping or construction of any type shall be erected or maintained by any owner of a lot so as to trespass or encroach upon any tracts, Common Areas, Open Space and/or Native Growth Protection Easements without permission from the Board.

PROPOSED Article 3.15 – COMPLETION OF CONSTRUCTION PROJECTS

The construction of any building on any lot, including painting and all exterior finish, shall be completed within twelve (12) months from the beginning of construction so as to present a finished appearance when viewed from the street. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval from the Board.

PROPOSED Article 3.16 – LANDSCAPE COMPLETION

Extensive front yard landscaping projects must be completed within six (6) months. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval by the Board. Once the landscaping project is complete, unused materials must be removed from view.

PROPOSED Article 3.17 – FENCES AND SIGHT OBSCURING HEDGES – still in progress

Sight-obscuring fences and sight-obscuring hedges shall be no taller than 4 feet in the front yard unless they are Common Fence and providing a barrier to Snohomish Cascade Drive or are someone else's back yard. Backyard fences shall be 6 feet in height. Fences shall not detract from the appearance of the dwelling houses or building sites within the development.

Sight-obscuring fences and sight-obscuring hedges near corners/intersections, must end within twenty (20) feet of intersection on each side of the corner so as to provide good visibility to approaching traffic of any kind.

PROPOSED Articles 3.18 and 3.19 combined - EXTERIOR MATERIALS AND FINISH

All residences and other improvements constructed upon a Lot shall be maintained so as to preserve the quality, characteristics, design and values of the community.

Replacement siding shall be cedar or a comparable wood fiber product having the appearance of cedar and blending in appearance with other dwellings in the community. Plywood or metal siding, or siding which runs in a vertical pattern is not acceptable, except that exterior accents containing vertical components are acceptable.

Replacement roofing materials shall be high-quality architectural composition shingle or cedar shake, asphalt, cedar shake or tile.

The external color of a dwelling shall blend to retain a reasonable harmony of appearance in the community. Bold, discordant colors are discouraged.

PROPOSED 3.20 ANTENNAS/CLOTHES LINES/SATELLITE DISHES

Exterior antennas and satellite dishes shall be located so as not to be easily seen from the street front of a dwelling. Clotheslines and other laundry facilities shall be located so as not to be easily seen from the street or Common Area.

Article 3.21 – MAINTENANCE OF STRUCTURES AND GROUNDS

No change

Proposal for Article 3.22 Sewage – Remove, and Article 3.23 Planting Area and Entrance Landscaping – Remove

PROPOSED Article 3.24 - DRIVEWAYS

Driveway surfaces shall be constructed of exposed aggregate or concrete, provided that a driveway exceeding 25 feet in length may consist of asphalt leading to a concrete or exposed aggregate pad nearest the dwelling.

PROPOSED APPROVAL MECHANISM

Establish Optional pre-approval process regarding compliance with CCR's.

If owner elects not to pre-approve roof or paint color, and this causes objection from X number of members of the association, a review committee shall be empowered to review the color or materials used and determine whether member must re-roof or re-paint.

Owner may appeal the decision of the review committee to the board for a final, non-appealable decision.

Process must include notice of hearing to community and owner and make clear that any member may attend.