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CC&Rs (named “Restated Declaration” on drafted documents)

Amended Snohomish Cascade Division I, II & III Protective Covenants

Amended Declaration of Snohomish Cascade

Division I, II & III – Covenants, Conditions and Restrictions

This Declaration of Protective Covenants is applicable to SNOHOMISH CASCADE DIVISION I, II & III Lots 1 through 98, Division I, Lots 1 through 98, Division II, Lots 1 through 110, Division III and all tracts, easements and open space inclusive.

WHEREAS, DONALD H. LEAVITT, hereinafter referred to as “Declarant”, recorded a set of CC&R’s for Snohomish Cascade Division I, and Division II: and

WHEREAS, SNOHOMISH CASCADE DIVISION III was incorporated into the Covenants, Conditions and Restrictions of SNOHOMISH CASCADE DIVISION II; and

WHEREAS, DONALD H. LEAVITT and the parties listed below are the owners in fee simple of that certain real property located in the County of Snohomish, State of Washington, known as SNOHOMISH CASCADE DIVISION I, II & III duly recorded plats; and

WHEREAS, the Declarant desires to declare of public record its intentions to amend and supersede those certain protective covenants and conditions to the ownership of said property;

NOW, THEREFORE, the Declarant, owners in fee simple do hereby certify and declare that the following covenants, conditions and restrictions shall become and are hereby made a part of all conveyances of Lots 1 through 98 inclusive, Division I, Lots 1 through 98 inclusive, Division II, Lots 1 through 98 inclusive, Division III and those certain tracts and easements, and open space inclusive within the plat of SNOHOMISH CASCADE, DIVISION I, recorded on the 2nd Day of March, 1988 recording #8803025002 in Volume 48 of Plats, Pages 130-132 inclusive, Records of the County of Snohomish, State of Washington. SNOHOMISH CASCADE, DIVISION II, recorded on the 2nd day of August, 1989, recording #8908025004 in Volume 49 of Plats, Pages 163-165 inclusive, Records of the County of Snohomish, State of Washington. SNOHOMISH CASCADE, DIVISION III, recorded on the 9th day of August, 1989, recording #8908095001 in Volume 49 of Plats, Pages 169-171 inclusive, Records of the County of Snohomish, State of Washington. First Amendment to the Snohomish Cascade Division I Declaration of Covenants, Conditions and Restrictions, recorded on the 31st day of August, 1988, recording #8808310161, in Volume 2169 of Plats, pages 1454-1461 inclusive, Records of Snohomish County, State of Washington, and the First Amendment to the Snohomish Cascade Division II Declaration of Covenants, Conditions and Restrictions recorded on the 16th day of August, 1989, recording #8908160130, in Volume 2255 of plats, page 1207, Records of the County of Snohomish, State of Washington, and that the following protective covenants and reservations shall by reference become a part of any such conveyances and shall apply thereto as fully and with the same effect as if set forth at large therein.

ARTICLE I – Definitions

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

1.1 "Associations" shall mean and refer to a non-profit corporation formed to serve as an owners' association known as the SNOHOMISH CASCADE DIVISIONS I, II & III HOMEOWNERS ASSOCIATION, its heirs, successors and assigns.

1.2 "Declarant" shall mean and refer to DONALD H. LEAVITT and his successors and assigns, if such successors and assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

1.3 "Improvement" shall mean and refer to every building of any kind, including, but not limited to fence, wall, driveway, swimming pool, storage shelter, or other product of construction efforts on or in respect to the plat of SNOHOMISH CASCADE DIVISION I, II & III.

1.4 "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision plat of SNOHOMISH CASCADE DIVISION I, II & III except those areas specifically designated on such plats as "Tracts" or "Open Areas".

1.5 "Owner" shall mean and refer to the person or persons (including Declarant, except where otherwise expressly provided) of record holding the beneficial ownership of a lot. The rights, obligations and other status of being an owner commence upon acquisition of the beneficial ownership of a lot and terminate upon disposition of such ownership, but termination of ownership shall not discharge an owner from obligations incurred prior to termination.

1.6 "Properties" shall mean and refer to that certain property hereinafter described.

1.7 "Common Area" shall mean and refer to all Tracts as designated on the plats of SNOHOMISH CASCADE DIVISION I, II & III reserved for the common use and enjoyment of the owners.

1.8 "SNOHOMISH CASCADE DIVISION I, II & III", shall mean and refer to the land described in Article II hereof.

1.9 “Sold” shall mean that legal title has been conveyed or that a contract of sale has been executed under which the purchaser has obtained the right to possession.

1.10 “These Covenants” shall mean and refer to all of the limitations, restrictions, covenants and conditions set forth in this Declaration with respect to SNOHOMISH CASCADE DIVISION I, II & III as the same may be amended and supplemented from time to time hereafter in accordance with the provisions of the Declaration.

1.11 “Basics” shall mean and refer to all previously approved plans which have been submitted to the Architectural Control Committee.

ARTICLE II – Properties Subject to these Covenants

2.1 SNOHOMISH CASCADE, DIVISION I, II & III

The Declarant hereby declares that all of the real property described below is owned and shall be owned, conveyed, hypothecated, encumbered, used, occupied and improved subject to these Covenants:

The real property identified and contained by that certain plat entitled Snohomish Cascade Division I; recorded on the 2nd day of March 1988, in Volume 48 of Plats, Pages 130-132 inclusive, of the Records of Snohomish County Auditor, Snohomish County, State of Washington. Snohomish Cascade Division II; recorded on the 2nd day of August, 1989, in Volume 49 of Plats Pages 163-165 inclusive, of the Records of Snohomish County Auditor, Snohomish County, State of Washington. Snohomish Cascade Division III; recorded on the 9th day of August, 1989, in Volume 49 of Plats, pages 169-171 inclusive, of the Records of Snohomish County Auditor, Snohomish County, State of Washington.

ARTICLE III – General Protective Covenants

3.1 Residential Use (MOVED to ARTICLE V of Drafted Declarations)

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 kept 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, and has been approved by the Architectural Control Committee. The provisions of this section shall not be deemed to prohibit the right of any homebuilder to construct residences on any lot, to store construction materials and equipment on said lots in the normal course of construction, and to use a single family residence as a sales office or model home for the purposes of sale in SNOHOMISH CASCADE DIVISIONS I, II & III.

3.2 Dwelling Size (5.3 of drafted)

The minimum allowable square footage of any residence within SNOHOMISH CASCADE DIVISION I, II & III, excluding open porches and garages, shall be as follows:

Ramblers – 1,500 square feet.

Two Story – 900 square feet main or entry level, 700 square feet upper level.

Split levels – 1,100 square feet; (upper floor finished)

Tri-levels – 1,200 square feet inclusive of entry and upper level and 300 square feet of basement level.

Daylight Ramblers – 1,250 square feet on entry or main level.

3.3 Building Setbacks (5.4 of drafted)

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 lines, or nearer than five (5) feet to the side lot line. The Architectural Control Committee, upon application, may at its discretion, waive any violation of this restriction which it finds to have been inadvertent, provided the same would not constitute a violation of the Snohomish County Ordinances. In any event, Snohomish County set back requirements shall take precedence.

3.4 Easements (5.5 of drafted)

No structure, planting or other material shall be placed or permitted to remain within any easements of record that are specifically designated as easements for installation and maintenance of utilities and drainage facilities which may damage or interfere with the installation or maintenance of utilities or which may change the direction of flow of drainage channels in said easement, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements on each easement shall be maintained continuously by Owner of the lot except for those improvements for which a public authority or utility company is responsible.

3.5 Tree Removal (5.6 of drafted)

No trees with a diameter of six (6) inches, or more, measured at a height of five (5) feet above ground level, may be removed from those portions of any lot which lie outside of the building site, (including driveway) without prior

written approval from the Architectural Control Committee. The building site includes the building footprint plus a minimum of ten (10) feet in all directions. Trees may be removed that in the opinion of the Architectural Control Committee, present a danger to the health and welfare of the occupants.

3.6 Business and Commercial Uses (5.7 of drafted)

No trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any lot, nor shall any goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business be kept or stored on any lot without prior written approval from the Architectural Control Committee, excepting the right of any homebuilder and the Declarant to construct residences on any lot, to store construction equipment and materials on said lots in the normal course of said construction and to use any single family residence as a sales office or model home for purposes of sale in SNOHOMISH CASCADE DIVISIONS I, II & III.

3.7 Offensive Activities (section 5.8 of drafted)

No noxious or offensive activity shall be carried on upon any lot or Common Area, nor shall anything be done or placed upon any lot or Common Area which interferes with or jeopardizes any Owner's use and enjoyment of his lot and the Common Area within SNOHOMISH CASCADE DIVISIONS I, II & III.

3.8 Animals (section 5.9 of drafted)

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes and are reasonably controlled so as not to be a nuisance.

3.9 Signs (section 5.10 of drafted)

No signs shall be erected or maintained on any lot except that not more than one “For Sale” or “For Rent” sign placed by the Owner, the Declarant or by a licensed real estate agent, not exceeding twenty-four (24) inches high and thirty-six (36) inches long, may be temporarily displayed on any lot. This restriction shall not prohibit the temporary placement of “political” signs on any lot by the Owner.

3.10 Vehicles in Disrepair (Combined to 5.11 of drafted)

No Owner shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked upon any lot or on the Common Area or on any street for a period in excess of **forty-eight (48) hours**. A vehicle shall be deemed to be in an “extreme state of disrepair” when its presence offends the occupants of the neighborhood, multiple lot owners or in the opinion of the Homeowner’s Association and /or the Architectural Control Committee the presence of a vehicle in disrepair is offensive to the neighborhood.

3.11 Parking (Combined to 5.11 of drafted)

Parking of **boats, trailers, motorcycles, trucks, truckcampers** and like equipment shall not be allowed on any part of the property excepting only within the confines of an enclosed garage or fenced area, the plans for which must have been reviewed and approved by the Architectural Control Committee prior to construction, and no portion of same may project beyond the fenced area.

3.12 Rubbish and Trash (5.12 of drafted)

No lot or part of the Common Area shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal and out of public view. Yard rakings and dirt resulting from landscaping work shall not be dumped onto streets, Open Space or on any lots.

3.13 Temporary Structures (5.13 of drafted)

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. All structures must comply with the Uniform Building Code, as adopted by Snohomish County.

3.14 Structures in Common Area (5.14 in drafted)

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.

3.15 Completion of Construction (5.15 in drafted)

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 any angle**. 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 Architectural Control Committee.

3.16 Landscape Completion (5.16 in drafted)

All front yard landscaping must be completed within six (6) months after completion of the residence. (This date of the issuance of a certificate of occupancy shall constitute the date of completion of the residence.) 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 Architectural Control Committee.

3.17 Fences and Hedges (5.17 in drafted)

As defined in this section, “fencing shall mean any barrier or wall other than natural living organic vegetation, including trees and shrubs. Planting or site

obscuring fences shall not exceed four (4) feet in height in the front yard or on side lot lines forward of the building line with the greatest set back on the lot or the adjoining residential lot. The maximum height of a site obscuring fence located on the remainder of the lots shall be six (6) feet. Fences shall be well constructed of wood materials and shall not detract from the appearance of the dwelling house located upon the lot or building site to be offensive to owners or occupants thereof or detract from the appearance of the dwelling houses on the adjacent lots or building sites.

No fence, wall, hedge or shrub planting which obstructs sight lines as elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangle formed by the street property lines and a line connecting them at points **20 feet** from the intersection of the street lines or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.

In order to create uniformity in appearance all backyard fences of lots (facing 65th Avenue S.E.) must be constructed in accordance with the fence design and in the location as described in Exhibit "A" attached hereto.

3.18 Exterior Materials (section 5.18 of drafted)

Exterior materials must be approved for use by the Architectural Control Committee in accordance with the provision of Article V. Roofing materials must be cedar shingle, shake or tile. Siding materials must be cedar, redwood or other exterior wood materials excepting plywood siding of any type whatsoever. (Exception: plywood siding may be used in soffit areas.) Window frames must be

of wood, or milled in white, silver, bronze or taupe anodized aluminum. Any other architectural features subject to control will be approved or disapproved upon submission of plans to the Architectural Control Committee.

3.19 Exterior Finish

The exterior of all construction on any lot shall be designed, built, and maintained in such a manner as to blend in with the natural surroundings and landscaping within SNOHOMISH CASCADE DIVISION I, II & III. Exterior colors must be approved by the Architectural Control Committee in accordance with the provisions of Article V. The use of BRIGHT hard stains or paint are not allowed except by written permission thereof by the Architectural Control Committee in accordance with Article 5.2 of these covenants. Exterior trim, fences, doors, railings, decks, eaves, gutters, and the exterior finish of garages and other accessory buildings shall be designed, built and maintained to be compatible with the exterior of the structure they adjoin.

3.20 Antennas and Service Facilities (section 5.19 of drafted)

Exterior antennas shall not be permitted to be placed upon the roof of any structure or on any lot so as to be visible from the street in front of said lot. Clotheslines and other service facilities shall be screened so as not to be viewed from the street or Common Area. Satellite dish installation is prohibited excepting those satellite dishes that are screened from the roadways and surrounding residences to a degree acceptable to the Architectural Control Committee.

3.21 Maintenance of Structures and Grounds (section 5.20 of drafted)

Each owner shall maintain his lot and residence thereon in a clean and attractive condition, in good repair and in such fashion as not to create a fire hazard.

3.22 Sewage

No individual sewage disposal system shall be permitted on any lot.

3.23 Planting Areas and Entrance Landscaping

The maintenance of any planting areas at the entry to SNOHOMISH CASCADE DIVISION I, II & III shall be the responsibility of the Declarant for a period of 24 months following recordation of the plat or upon the conveyance or assignment to the Homeowner's Association by the Declarant of certain interests, powers and obligations vested in the Association, excepting those certain interests, powers and obligations which Declarant may wish to retain, i.e., the Architectural Control Committee, whichever of the above shall occur first. The cost related to the maintenance of the landscaping of the entry and other common areas and open spaces shall be paid for from the dues paid by each member of the Homeowner's Association. Declarant shall be reimbursed for any sum advanced by Declarant for said maintenance at such time as the Homeowner's Association has funds available for either partial or full repayment to Declarant.

3.24 Driveways (Section 5.21 of drafted)

Concrete or exposed aggregate surfacing will be required on all driveways. In the case of a long driveway, over 25 feet, asphalt up to a concrete pad will be acceptable with approval from the Architectural Control Committee.

ARTICLE IV – Common Area, Common Access Way

4.1 Common Areas (also section 4.1 in drafted)

The owner of lots within SNOHOMISH CASCADE DIVISION I, II & III, and their respective invitees shall be entitled to the use of common areas within the project, subject, however, to the restriction that the common areas shall be dedicated for open space and those recreational uses which do not harm or otherwise disturb the natural setting of the areas or the trees or vegetation

thereon. The common areas shall not be platted or otherwise divided into lots for residential use. Nothing herein shall prevent the placing of a sign or signs on the common areas identifying the subdivisions, provided such signs are approved by the Architectural Control Committee and comply with any applicable Snohomish County sign ordinances. Declarant, upon approval in writing of the owners of a majority of the lots and approved by order or resolution of the Snohomish County Council (or the equivalent thereof), should such resolution be necessary, may dedicate or convey any portion of the common areas to a park district or other public body for open space or recreational use.

The general public has the right to ingress and egress for pedestrian use over and upon the improved trails within the common open space.

4.2 Common Access Ways

Common access ways shall be used exclusively for driveway and access purposed by the Owners of lots. The Owners of each of the lots having the exclusive use of a particular common access way shall be responsible for the maintenance of such driveway, the cost of which shall be borne in equal portions by such Owners. Each such Owner shall have a perpetual easement over the common access way for ingress and egress, and the benefits and burdens thereof, including the obligation of maintenance, shall be appurtenant to and run with the lots so benefited or burdened.

ARTICLE V – Architectural Control Committee

(NOTE: The Architectural Control Committee (ACC) expired so this section is no longer applicable to The Falls.) **2021 Replacement: ARTICLE VI in Drafted - 6.1 Community Standards Committee**

5.1 Architectural Review

No structure, including storage shelters, shall be commenced, erected, placed or altered on any lot until the construction plans and specifications and a plat showing the nature, shape, heights, materials, colors, and proposed location of the structure have been submitted to and approved in writing by the Architectural Control Committee. It is the intention and purpose of this covenant to assure quality of workmanship and materials, harmony of external design with the existing structures as to location with respect to topography, finish grade elevations, and to avoid plan repetition; hence duplication of any plan on a contiguous lot shall be prohibited. In all cases in which Architectural Control Committee consent is required by these covenants, the following provisions shall apply:

(A) Major Construction

In the case of initial or substantial additional construction of a dwelling, the owner shall prepare and submit to the Architectural Control Committee such plans and specifications for the proposed work as the Committee may require. Material required by the Committee may include, but not necessarily be limited to (1) a plot plan indicating location of all improvements; (2) drawings showing elevations, exterior materials and exterior color schemes of all improvements; and (3) certification of square footage contained within the structure and each floor thereof, notwithstanding the provision of "Basics" as defined in Paragraph 1.11 hereof.

The Architectural Control Committee shall render its decision with respect to the proposal within twenty (20) working days after it has received all material required by it with respect thereto.

(B) Minor Work

In the case of a minor addition or remodeling, change of existing exterior color scheme or exterior material, greenhouse, or swimming pool construction, or any other work hereto referred to in Paragraph (A) above, the owner shall submit to

the Architectural Control Committee such plans and specifications for the proposed work as the Committee determines to be necessary to enable it to evaluate the proposal. The Architectural Control Committee shall render its decision with respect to the proposal within twenty (20) working days after it has received all material required by it with respect thereto.

5.2 Architectural Control Committee Discretion

The Committee may, at its sole discretion, withhold consent to any proposed work if the Committee finds that the proposed work would be inappropriate for the particular lot or incompatible with the design standards that the Committee intends for SNOHOMISH CASCADE, DIVISION I, II, III. Consideration such as siding, shape, size, color, design, height, impairment of the view from other lots within SNOHOMISH CASCADE, DIVISION I, II, III or other effects on the enjoyment of other lots or Common Area, disturbance of existing terrain and vegetation, and any other factors which the Committee reasonable believes to be relevant, may be taken into account by the Committee in determining whether or not to consent to any proposed work.

The Committee may at its sole discretion, approve minor variations in elevations, exterior materials, colors and square footage, so long as in the judgement of the Architectural Control Committee such variations do not have an adverse effect on the harmonious inclusion of a residence within SNOHOMISH CASCADE, DIVISION I, II, III.

5.3 Procedure

In the event the Committee fails to render its approval or disapproval within sixty (60) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

5.4 Membership: Appointment and Removal

The Architectural Control Committee, hereinafter referred to as Committee, shall consist of not more than five (5) persons, as the Declarant may from time to time appoint. The Declarant may remove any member of the Committee from office at any time other than those members having been appointed by the Declarant who are in the process of purchasing lots or building homes within SNOHOMISH CASCADE, DIVISIONS I, II, III, and who are in compliance with the term and conditions of their respective purchase and sale agreements, and are further in compliance with any and all of the conditions of these restrictive covenants. Upon noncompliance of any of the proceeding conditions by a member of the Committee, the Declarant may remove said member from the Committee. A member of the Committee shall not be entitled to any compensation for services performed pursuant to these covenants. The powers and duties of such Committee shall cease one year after completion of construction of all single family dwellings and the sale of said dwellings to the initial owner/occupant on all of the building sites within the property or at Declarant's discretion, the delegation, conveyance or otherwise assignment of powers, duties and obligations of the Architectural Control Committee.

5.5 Liability

Neither the Architectural Control Committee nor any member thereof shall be liable to any Owner, occupant, builder or developer for any damages, loss or prejudice suffered or claimed on account of any action or failure Amended CC&R's – Snohomish Cascade Divisions I, II & III to act of the Committee or a member thereof, provided that the member has, in accordance with the actual knowledge possessed by him acted in good faith.

5.6 Action

Except as otherwise provided herein, any three (3) members of the Architectural Control Committee shall have power to act on behalf of the Committee, without

the necessity of a meeting and without the necessity of consulting the remaining members of the Committee. The Committee may render its decisions only by written instrument setting forth the action taken by the members consenting thereto.

5.7 Nonwaiver

Consent by the Architectural Control Committee to any matter proposed to it and within its jurisdiction under these covenants shall not be deemed to constitute a precedence or waiver impairing its rights to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

5.8 Effective Period of Consent

The Committee's consent to any proposed work shall automatically be revoked one year after issuance unless construction of the work has been commenced or the owner has applied for and received an extension of time from the Architectural Control Committee.

ARTICLE VI – Snohomish Cascade Division I, II, & III Homeowner's Association (article III of draft)

Declarant shall organize an association of all of the owners of the property within SNOHOMISH CASCADE DIVISION I, II, & III. Such association, its successors and assigns (the "Association") shall be organized under the name "SNOHOMISH CASCADE DIVISION I, II, & III, Homeowner's Association", or a name similar thereto, and shall have property, power and obligations as set forth in these Covenants for the benefit of SNOHOMISH CASCADE DIVISION I, II, & III, and all owners of property located therein.

6.1 Organization

Declarant shall organize the Association as a nonprofit corporation under the general nonprofit corporation laws of the State of Washington. The Articles of Incorporation of the Association shall provide for its perpetual existence, but in the event the Association is at any time dissolved, whether inadvertently or deliberately, it shall automatically be succeeded by an unincorporated association of the same name. In that event, all of the property, powers and obligations of the incorporated Association existing immediately prior to its dissolution shall thereupon automatically vest in the successor unincorporated association, and such vesting shall thereafter be confirmed and evidenced by appropriate conveyances and assignments by the incorporated Association. To the greatest extent possible, any successor unincorporated Association shall be governed by the Articles of Incorporation and Bylaws of the Association as if they had been made to constitute the governing documents of the unincorporated Association.

6.2 Membership: Voting

Every owner of one or more lots within SNOHOMISH CASCADE DIVISION I, II, & III, immediately upon creation of the Association and thereafter during the entire period of such owner's ownership of one or more lots within SNOHOMISH CASCADE DIVISION I, II, & III, shall 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 a certificate or acceptance of membership. Each Owner shall have one vote on all matters submitted to the membership of the Association for each lot owned by him within SNOHOMISH CASCADE DIVISION I, II, & III, other than the Declarant, who shall have four (4) votes for each lot owned in accordance with Article VI of the Articles of Incorporation of SNOHOMISH CASCADE DIVISION I, II, & III Homeowner's Association.

6.3 Declarant's Duty to Convey and Association's Duty to Accept Common Area

The Declarant shall convey to the Association, and the Association shall accept all of the Common Area as soon as the Association is able to operate and maintain the same in a manner appropriate to the needs and desires of the owners and in accordance with these Covenants, but the Declarant shall not delay the conveyance of said Common Area for more than two (2) years after the date of the recording of this Declaration.

6.4 Declarant's Reservations of Powers, Duties and Obligations Pursuant to these Covenants

The Declarant hereby reserves to itself all of the powers, duties and obligations granted by these Covenants to the Association, for the purpose of administering and enforcing any and all provisions hereof, until such time as the Declarant shall delegate the same to the Association in accordance with the provisions of Section 6.5 hereof, including the right to dedicate, transfer and convey all of any part of the Common Area and utilities thereon to Snohomish County or to a Park Department thereof.

6.5 Delegation by Declarant

Declarant may at any time and from time to time delegate, convey or otherwise assign to the Association Declarant's interest in the Common Area within SNOHOMISH CASCADE DIVISION I, II, & III, and the powers and obligations of the Declarant pursuant to these Covenants, and such interest, powers and obligations shall thereupon vest in the Association without the necessity of any acceptance thereof by the Association. Such delegations, conveyances or other assignments may grant to the Association authority which is exclusive or which is concurrent with Declarant, and may be made in general terms or with reference to specific items. If specific delegation, conveyance or other assignments are made, they shall cover only those items which are expressly described therein; provided, however, that correlative power and obligations shall be treated together. The time and manner of such delegations, conveyance or other assignments shall be solely within the discretion of the Declarant; provided, however, that Declarant

shall complete the delegations, conveyances or other assignment of all of its interest in the common areas within SNOHOMISH CASCADE DIVISION I, II, & III, and all of Declarant's powers and obligations under these Covenants with respect to SNOHOMISH CASCADE DIVISION I, II, & III, (excepting Declarant's powers and obligations as provided for under Article 5.4 of these Covenants): (a) when all lots within SNOHOMISH CASCADE DIVISION I, II, & III are owner occupied, or (b) two years after the date this Declaration is recorded whichever is earlier. The responsibility of Declarant under these Covenants with respect to any property, powers or obligation shall cease upon the exclusive conveyance, delegation or other assignment thereof to the Association. Any delegation pursuant to this section shall be in writing, executed by Declarant and recorded in the Deed Records of Snohomish County, Washington.

At such time as the Declarant may convey or otherwise assign to the Association the obligation of the maintenance of the common areas, open space, trail system, picnic areas, waterfall and the overall landscaping including but not limited to both sides of the County Right of Way (commonly known as 132nd Street S.E.) to the extent of that portion of the County Right of Way which had previously been improved and landscaped by Declarant and the maintenance of the planter islands on 65th Avenue S.E. and any other landscaped portions of 65th Ave. S.E. , Declarant shall specify to the Association the minimum amount of maintenance the Association will be obligated to perform on a regular basis, should the Association, in the sole discretion of the Declarant, fail to maintain the common areas, open spaces, trail system, picnic areas, etc. as so specified, Declarant may revoke its conveyance or assignment of the obligations as described herein by giving ten (10) day written notice to the officers of the Association of Declarant's revocation of the conveyance of the obligation of the above described maintenance.

In the case of reconveyance to the Declarant of the obligations as set forth herein all funds being held by the Association for maintenance, taxes, insurance, etc. (including any reserves) shall be immediately transferred to an

account as specified by Declarant. Declarant shall have the right to adjust the annual maintenance assessment in excess of the adjustment as called for in paragraph 7.4 to the extent necessary (but not to exceed an increase of 40% of the then-current annual maintenance assessment) so as to reimburse Declarant any direct costs incurred by Declarant over and above the annual maintenance assessment (including any reserves) which are direct costs excluding any profit to Declarant whatsoever.

From time to time as additional divisions of SNOHOMISH CASCADE are incorporated into the CC&R's as provided for in accordance with paragraph 6.6 (Powers and Obligations) the costs of the maintenance of the open spaces, common areas, etc. shall be divided equally between the total number of lots that are included and governed by the conditions of these covenants and restrictions.

6.6 Powers and Obligations (section 3.5 drafted)

The Association shall have, exercise and perform all of the following powers, duties and obligations:

- (a) The powers, duties and obligations granted directly to the Association by these Covenants, or granted by these Covenants to Declarant and in turn delegated, conveyed or otherwise assigned by Declarant to the Association.
- (b) The powers, duties and obligations of a nonprofit organization pursuant to the general nonprofit corporation laws of the State of Washington.
- (c) Any additional or different powers, duties and obligations necessary or desirable for the purpose of carrying out the functions of the association pursuant to these Covenants or otherwise promoting the general benefit of the Owners within SNOHOMISH CASCADE DIVISION I, II, & III.

The powers and obligations of the Association may from time to time be amended, repealed, enlarged or restricted by changes in these Covenants made in accordance with the provisions herein or by changes in the Articles of

Incorporation or Bylaws of the Association made in accordance with such instruments and with the nonprofit corporation laws of the State of Washington.

The Declarant may, at its sole discretion, amend these Covenants, the Articles of Incorporation or Bylaws of the Association to the extent of adding to and including additional divisions of SNOHOMISH CASCADE. Declarant's delegation, conveyance or assignment to the Association of its powers and obligations shall not negate or eliminate Declarant's rights of amendment of the CC&R's so as to include additional division of SNOHOMISH CASCADE.

In the event the Declarant adds to and includes additional divisions as called for here in the conditions of Section 6.5 of these CC&R's will be altered to wit: (A) When all of the lots in Snohomish Cascade Division I, II, & III and all additional lots in subsequent divisions having been added to Divisions are owner occupied. Or (B) Four years after the date of this declaration is recorded.

6.7 Liability

Neither the Association nor any officer or member of the Board of Directors shall be liable to any Owner for any damage, loss or prejudice suffered or claimed on account of any action or failure to act by the Association, any of its officers or any member of its Board of Directors, provided only that the officer or Board Member has acted in good faith in accordance with the actual knowledge possessed by him.

ARTICLE VII – Maintenance: Assessment and Fund

7.1 Maintenance (also 7.1 in drafted)

Declarant shall maintain, or provide for the maintenance of, the Common Area (unless the maintenance thereof is assumed by a public body) and the entrance

landscaping. Declarant shall delegate or otherwise assign its obligation of maintenance to the Association, within the time set forth in Section 6.3.

7.2 Maintenance Assessment

The Association (or Declarant until so delegated to it) shall assess and collect from every Owner, and every Owner shall pay, an annual maintenance assessment sufficient to pay to common expenses, including but not limited to reserves, taxes and insurance, but not more than \$95.00 per lot, unless such maximum assessment is increased as provided in Section 7.4. The annual assessment shall be made as of January 1 of each year, commencing January 1, 1988. No such maintenance assessment shall be made with respect to lots as to which Declarant is owner or any Owner whose ownership of one or more lots is solely for the purpose of construction homes thereon for resale. The Association (or Declarant until so delegated to it) shall place all amounts received as maintenance assessments hereunder in the Maintenance Fund to be established and used as provided herein. Assessments for each lot owner shall begin on the date said owner closes the transaction in which he acquires right, title and interest in the lot.

7.3 Maintenance Fund (addressed under Assessments. Article VII in draft)

The Association (or Declarant until so delegated to it) shall keep all funds received by it as maintenance assessment, together with any proceeds from any condemnation of any part of the Common Area and any other funds received by it pursuant to these Covenants which are by the terms of such Covenants to be deposited in the Maintenance Fund, separate and apart from its other funds in an account to be known as the "Maintenance Fund", and shall use such fund only for the following purposes:

(1) Payment of the cost of maintaining the Common Area designed to serve the general benefit of such Owners.

(2) Payment of taxes assessed against Common Areas within SNOHOMISH CASCADE DIVISIONS I, II & III.

(3) Payment of the cost of garbage and trash disposal for Common Areas.

(4) Payment of the cost of insurance, including insurance protecting the Committee, Declarant and the Association against liability arising out of their functions and activities to the administration of these Covenants.

(5) Payment of the cost of enforcing these covenants.

(6) Payment of the cost of other services which the Declarant deems to be of general benefit to owners of property within SNOHOMISH CASCADE DIVISIONS I, II & III, including, but not limited to, legal, secretarial and accounting services.

(7) In the event of any condemnation of a portion of the Common Areas should result in a surplus of the Maintenance Fund not needed for payment of the other items described herein, such surplus shall be divided by the number of lots in SNOHOMISH CASCADE DIVISIONS I, II & III and such amounts paid equally to the holder of any first mortgage or deed of trust on each lot, or if none, to the owner of the lot.

7.4 Adjustments (Article VII in drafted- 7.1)

The Association (or Declarant until so delegated to it) may adjust the amount of the annual maintenance assessment in accordance with increases in maintenance costs, provided, however, that such increase does not exceed twenty percent (20%) above the preceding year's assessment, without requiring a vote thereon by the members. In the event the Association (or Declarant) deem the Maintenance Fund to be inadequate or excessive for the purposes set forth herein, taking into account the need for reasonable reserves for such purposes, the annual maintenance assessment provided for by Section 7.2 may be increased or decreased on a uniform basis and in such amount as is approved in writing or at a meeting of the Association members, by not less than an affirmative vote of a minimum of

sixty percent (60%) of the total of all of the votes cast by both owners of lots within SNOHOMISH CASCADE DIVISIONS I, II & III and the Declarant in accordance with the provisions of 6.2.

ARTICLE VIII –Enforcement (starts 3.13 drafted)

8.1 Default in Payment of the Assessment and Fines (addressed under 7.1 Assessments in draft)

Each assessment levied pursuant to these Covenants shall be a separate, distinct and personal debt and obligation of the Owner against whom the assessment fine is levied. Sale or transfer of the lot by the Owner shall not release him from the personal liability imposed hereunder. If the Owner fails to pay such fine or assessment or any installment thereof when due, the Owner shall be in default and the amount of the assessment not paid together with costs and attorneys' fees as elsewhere provided for herein shall become a lien upon the lot or lots against which the assessment was made upon recordation by Declarant of the Association of a notice of lien. Such liens shall be subordinate to the lien of any mortgage or deed of trust upon such lot or lots which was made in good faith and for value and which was recorded prior to recordation of the notice of the lien. Declarant or the Association may commence proceedings to foreclose any such lien at the time within one year following such recordation.

8.2 Enforcement by Snohomish County

The provision of these covenants relating to the preservation and maintenance of common area shall be deemed to be for the benefit of Snohomish County as well as Declarant and the owners of the lots within SNOHOMISH CASCADE DIVISIONS I, II & III and the County may enforce such provision by appropriate proceedings at law or in equity.

8.3 Expenses and Attorney's Fees

In the event the Association (or Declarant until so conveyed) or Snohomish County shall bring any suit or action to enforce these covenants, to collect any money due to them thereunder, or to foreclose a lien, the prevailing party shall be entitled to recover all costs and expenses incurred by him in connection with such suit or action, including a foreclosure title report and such amount as the court may determine to be reasonable as attorneys' fees at trial and upon any appeal thereof.

8.4 Non-exclusiveness and Accumulation of Remedies

An election by the Association (or Declarant until so conveyed) to pursue any remedy provided for violation of these covenants shall not prevent concurrent or subsequent exercise of another remedy permitted under these covenants, the remedies provided in these covenants are not exclusive, but shall be in addition to all other remedies, including actions for damage and suits for injunctions and specified performance, available under applicable laws.

ARTICLE IX – General Provisions

9.1 Term, Amendment and Repeal

These Covenants shall run with the land with respect to any property within SNOHOMISH CASCADE DIVISIONS I, II & III, for a period of not less than twenty (20) years and shall be binding on all parties and all persons. These covenants or any provision thereof, as from time to time in effect with respect to all or any part of SNOHOMISH CASCADE DIVISIONS I, II & III may be amended or repealed by an affirmative vote or the written consent of not less than 75% of the owners and in accordance with provision 6.2 (excepting those provisions set forth in 6.6 wherein Declarant may incorporate additional Divisions of SNOHOMISH

CASCADE under these CC&R's). Any such amendment or repeal shall become effective only upon the recordation of a certificate executed by two officers entitled to act in the name of the Declarant, setting forth in full the amendments, amendments or repeal have been approved in accordance with the provisions herein.

9.2 Limitation of Liability by Declarant

Neither Declarant nor any officer or director thereof, shall be liable to any owner on account of any action or failure to act of Declarant in performing its duties or rights hereunder, provided that Declarant has, in accordance with actual knowledge possessed by it, acted in good faith.

9.3 Construction, Severability, Numbers, Captions

These covenants shall be liberally construed as an entire document to accomplish the broad purpose thereof. Nevertheless, each provision of these covenants shall be deemed independent and severable, and the invalidity or partial invalidity of any provisions shall not affect the validity or enforceability of the remaining part of that or any other provision.

9.4 Notices and other Documents

Any notices or other document permitted or required by these covenants may be delivered either personally or by mail. Delivery by mail shall be deemed made forty-eight (48) hours after having been deposited as certified or registered mail in the United States Mail, with postage prepaid, addressed as follows: if to the Declarant or the Architectural Control Committee, 301 116th Avenue S.E., Suite 570, Bellevue, Washington, 98004; if to an owner, at the address given by him at the time of his purchase of a lot, or at his lot within SNOHOMISH CASCADE DIVISIONS I, II & III. The address of a party may be changed by him at any time by notice in writing delivered as provided herein.